

AGENDA
Board of Directors Meeting
July 6, 2022
10:00 a.m.

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

VIDEO CONFERENCING WILL BE AVAILABLE AT THE FOLLOWING LOCATIONS:

City of Needles
City Council Chambers
1111 Bailey Ave
Needles, CA 92363

City of Big Bear Lake
Civic Center (Training Room)
39707 Big Bear Blvd
Big Bear Lake, CA 92315

Board of Directors

President

Art Bishop, Mayor Pro Tem
Town of Apple Valley

Vice-President

Dawn Rowe, Supervisor
County of San Bernardino

Daniel Ramos, Mayor Pro Tem
City of Adelanto

Paul Courtney, Mayor
City of Barstow

Rick Herrick, Mayor
City of Big Bear Lake

Eunice Ulloa, Mayor
City of Chino

Ray Marquez, Mayor
City of Chino Hills

Frank Navarro, Mayor
City of Colton

Acquanetta Warren, Mayor
City of Fontana

Darcy McNaboe, Mayor
City of Grand Terrace

Rebekah Swanson, Council Member
City of Hesperia

Larry McCallon, Mayor
City of Highland

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

John Dutrey, Mayor
City of Montclair

Edward Paget, Vice Mayor
City of Needles

Alan Wapner, Mayor Pro Tem
City of Ontario

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Paul Barich, Mayor
City of Redlands

Deborah Robertson, Mayor
City of Rialto

John Valdivia, Mayor
City of San Bernardino

Joel Klink, Council Member
City of Twentynine Palms

Carlos A. Garcia, Council Member
City of Upland

Debra Jones, Mayor
City of Victorville

David Avila, Mayor
City of Yucaipa

Rick Denison, Mayor Pro Tem
Town of Yucca Valley

Paul Cook, Supervisor
County of San Bernardino

Janice Rutherford, Supervisor
County of San Bernardino

Curt Hagman, Supervisor
County of San Bernardino

Joe Baca, Jr., Supervisor
County of San Bernardino

Diane Morales, Caltrans
Interim Ex-Officio Member

Ray Wolfe, *Executive Director*

Julianna Tillquist, *General Counsel*

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

AGENDA

Board of Directors

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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 Art Bishop)

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

Pg. 22

Possible Conflict of Interest Issues

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

1. Information Relative to Possible Conflict of Interest

Pg. 23

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

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

CONSENT CALENDAR

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

Consent - Administrative Matters

2. May 2022 Procurement Report

Pg. 28

Receive the May 2022 Procurement Report.

Presenter: Shaneka Morris

This item was received by the General Policy Committee on June 8, 2022.

3. Award On-Call Labor Compliance Service Contracts

Pg. 37

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

A. Award Contract No. 22-1002768 to GCAP Services, Inc., for On-Call Labor Compliance Services for a three-year contract with two (2) one-year options for an amount described in Recommendation D.

B. Award Contract No. 22-1002769 to Cumming Management Group, Inc., for On-Call Labor Compliance Services for a three-year contract with two (2) one-year options for an amount described in Recommendation D.

C. Award Contract No. 23-1002832 to Gafcon, Inc., for On-Call Labor Compliance Services for a three-year contract with two (2) one-year options for an amount described in Recommendation D.

D. Approve a total cumulative not-to-exceed amount of \$500,000 for GCAP Services, Inc. (22-1002768), Cumming Management Group, Inc. (22-1002769), and Gafcon Inc., (23-1002832) over a three-year term, with two (2) one-year options to extend for an additional \$200,000 for a cumulative total not-to-exceed amount of \$700,000.

Presenter: Shaneka Morris

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 8, 2022. SBCTA General Counsel, Risk Manager and Procurement Manager have reviewed this item and the draft contracts.

4. Purchase and Sale Agreement No. 23-1002825 for Property Assessed Clean Energy Assessment Receivables with FNA California, LLC

Pg. 153

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

A. Approve Purchase and Sale Agreement No. 23-1002825 with FNA California, LLC, to grant their first right of refusal and to allow them to advance funds to cover the Property Assessed Clean Energy Assessment delinquencies for the 2015-2016 through 2021-2022 tax years, and authorize the Executive Director, or his designee, with the approval of General Counsel as to legal form, to finalize the terms of the agreement, including the final amount and the delinquent properties to be included, and to execute the final agreement.

B. Defer the judicial foreclosure proceedings for the delinquent properties.

Presenter: Hilda Flores

The item was reviewed and recommended for approval by the General Policy Committee on June 8, 2022. SBCTA General Counsel and Risk Manager have reviewed this item and the draft agreement.

5. Resolution No. 23-002 Authorizing Placement of Assessments on the Tax Roll and Agreement for Collection of Special Taxes Related to the Property Assessed Clean Energy Program Pg. 183

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

A. Approve Resolution No. 23-002, authorizing the placement of assessments related to the Property Assessed Clean Energy Program on the tax roll for Fiscal Year 2022/2023.

B. Approve Agreement No. 23-1002827 with the San Bernardino County Auditor-Controller/Treasurer/Tax Collector, authorizing the Collection of Special Taxes, Fees, and Assessments.

Presenter: Hilda Flores

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 8, 2022. SBCOG General Counsel has reviewed this item, the draft resolution, and the draft agreement.

6. Fiscal Year 2021/2022 Initiatives and Action Plan - Fourth Quarter Report Pg. 190

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

Presenter: Raymond Wolfe

This item was received by the General Policy Committee on June 9, 2022.

Consent - Air Quality/Traveler Services

7. Award Freeway Service Patrol Contracts - RFP No. 22-1002736 for Beats 9, 14, and 31 Pg. 202

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

A. Award Contract No. 22-1002736 to Royal Coaches Auto Body & Towing for Freeway Service Patrol (FSP) Beat No. 9, from July 6, 2022, through December 31, 2027, for a not-to-exceed amount of \$3,102,514 for FSP services and construction support for the Interstate 10 (I-10) Corridor Contract 1 Project.

B. Approve a contract contingency for a not-to-exceed-amount of \$685,430 for Contract No. 22-1002736 for construction support and authorize the Executive Director, or his designee, to release contingency as necessary.

C. Award Contract No. 22-1002738 to Royal Coaches Auto Body & Towing for FSP Beat No. 14, from July 6, 2022, through December 31, 2027, for a not-to-exceed amount of \$2,741,718.

D. Approve a contract contingency for a not-to-exceed amount of \$685,430 for Contract No. 22-1002738 for construction support and authorize the Executive Director, or his designee, to release contingency as necessary.

E. Award Contract No. 22-1002737 to Royal Coaches Auto Body & Towing for FSP Beat No. 31, from July 6, 2022, through December 31, 2027, for a not-to-exceed amount of \$2,741,718.

F. Approve a contract contingency for a not-to-exceed amount of \$685,430 for Contract No. 22-1002737 for construction support and authorize the Executive Director, or his designee, to release contingency as necessary.

Presenter: Cheryl Wilson

The item was reviewed and unanimously recommended for approval by the General Policy Committee on June 8, 2022. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft contracts.

- 8. Update on the Commuter and Motorist Assistance Call Box Program** Pg. 362

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

Presenter: Kelly Lynn

The item was received by the General Policy Committee on June 8, 2022.

Consent - Project Delivery

- 9. Award Contract Task Order No. 2 for Construction Management Services for the Interstate 215 University Parkway Interchange Project** Pg. 373

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

Award Contract Task Order No. 2 for Construction Management Services for the Interstate 215 University Parkway Interchange Project to Kleinfelder Construction Services, Inc., Contract No. 22-1002705, in an amount not-to-exceed \$2,180,479.83.

Presenter: Khalid Bazmi

This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 9, 2022. SBCTA Procurement Manager and Risk Manager have reviewed this item and the draft CTO.

- 10. Metrolink Station Accessibility Improvement Phase II Project - City of Rancho Cucamonga Amendment** Pg. 409

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

Approve Amendment No. 1 to Cooperative Agreement No. 20-1002316 with the City of Rancho Cucamonga, for the delivery of the Planning, Environmental, Design, Right-of-Way and Construction phases of the Metrolink Station Accessibility Improvement Phase II Project (Project), which increases Project funding from the City of Rancho Cucamonga by \$146,847.50, for a new funding total of \$488,210.50, and increases SBCTA funding contribution by \$146,847.50, which will be funded with Transportation Development Act Article 3 funds.

Presenter: Juan Lizarde

This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 9, 2022. SBCTA General Counsel and Risk Manager have reviewed this item and the draft amendment.

- 11. Interstate 10/Mt. Vernon Avenue Improvements Project Right-of-Way Appraisals and Offers** Pg. 416

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

A. Authorize staff to complete appraisal of properties identified in Table A and to make offers of Just Compensation to the property owners for the acquisition of property necessary for the Interstate 10/Mt. Vernon Avenue Improvements Project (Project); and

B. Authorize the Director of Project Delivery to add or remove parcels in Table A, as deemed necessary for the Project.

Presenter: Juan Lizarde

This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 9, 2022.

- 12. Interstate 215 Landscape Replacement Project - Vali Cooper & Associates, Inc., Time Extension Contract Amendment** Pg. 419
- That the Board, acting as the San Bernardino County Transportation Authority:
- A. Approve Amendment No. 2 to Contract No. 16-1001378 with Vali Cooper & Associates, Inc. for Construction Management Services, to extend the expiration date by five (5) years to September 3, 2027.
- B. Authorize an exception to SBCTA Policy No. 11000, Article V-C.3, "Amendments", for Contract No. 16-1001378, to extend the maximum term beyond five (5) years to complete the landscape construction and maintenance on Interstate 215 Landscape Segments 1, 2, 3 and 5.
- Presenter: Juan Lizarde**
- This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 9, 2022. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.**
- 13. Interstate 10 Corridor Freight and Express Lane Project - Contract 2 Plans, Specifications and Estimates Design Services Contract Award** Pg. 425
- That the Board, acting as the San Bernardino County Transportation Authority:
- A. Award Contract No. 22-1002722 to Associated Civil & Transportation Consulting Engineers, Inc. dba Advanced Civil Technologies, for \$57,791,176.04, for Plans, Specifications and Estimates Design Services for the Interstate 10 Corridor Freight and Express Lane Project - Contract 2, for the period beginning July 18, 2022 and ending December 31, 2027.
- B. Approve a contingency budget of \$8,668,676.41 for Contract No. 22-1002722, which would be released by the Department Director as necessary, in compliance with SBCTA Procurement and Special Risk Assessment Policy No. 11000.
- Presenter: Sal Chavez**
- This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 9, 2022. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft contract.**
- 14. Amendment No. 5 to Cooperative Agreement No. R14138 with the City of Ontario for the State Route 60 at Archibald Avenue Project** Pg. 570
- That the Board, acting as the San Bernardino County Transportation Authority:
- Approve Amendment No. 5 to Cooperative Agreement No. R14138 (15-1001150) with the City of Ontario for the Archibald Avenue at State Route 60 Project (Project) and increase the total Project cost by \$4,182,726 to \$28,101,726, with the total receivable amount increasing by \$2,711,115 to \$19,664,788, and the Public Share increasing by \$1,471,611 in Measure I Interchange Program Funds to \$8,436,938.
- Presenter: Paul Melocoton**
- This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 9, 2022. SBCTA General Counsel and Risk Manager have reviewed this item and the draft amendment.**

15. I-10 Express Lanes Contract 1 Project California Department of Transportation Freeway Maintenance Agreement Pg. 577

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

A. Approve Freeway Maintenance Agreement No. 22-1002815 with the California Department of Transportation (Caltrans) for the Interstate 10 (I-10) Express Lanes Contract 1 Project for a fifty (50) year term to align with the term of the Toll Facility Agreement (TFA) and waive the five (5) year maximum contract term as stipulated in SBCTA Procurement and Special Risk Assessment Policy No. 11000. The total estimated cost is \$17.8 million over the fifty (50) year term.

B. Approve contingency in an amount not-to-exceed \$1.78 million over the fifty (50) year term for Contract No. 22-1002815; and authorize the Executive Director, or his designee, to release contingency as necessary for the I-10 Express Lanes Contract 1 Project Maintenance Agreement.

C. Authorize the Executive Director, or his designee, to execute the final agreement once approved as to form by SBCTA General Counsel.

D. Authorize the Executive Director, or his designee, to execute annual cost amendments to the agreement that do not exceed an annual three (3) percent increase over the previous year.

Presenter: Philip Chu

This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 9, 2022. SBCTA General Counsel, Risk Manager and Procurement Manager have reviewed this item and the draft contract.

Consent - Regional/Subregional Planning

16. Development Mitigation Annual Report for Fiscal Year Ending June 30, 2021 Pg. 603

Receive information on the Development Mitigation Annual Report for Fiscal Year ending June 30, 2021.

Presenter: Ginger Koblasz

This item was received by the General Policy Committee on May 11, 2022 and has since been modified to incorporate late input received from the City of San Bernardino on May 26, 2022. The remainder of the input for this item was solicited via an email distributed to the Transportation Technical Advisory Committee (TTAC) in late August 2021 and a draft of the completed item was distributed to TTAC in April 2022.

17. 2021 Update of the Development Mitigation Nexus Study Pg. 607

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

Approve the 2021 Update to the San Bernardino County Transportation Authority Development Mitigation Nexus Study.

Presenter: Ginger Koblasz

This item was reviewed and unanimously recommended for approval by the General Policy Committee on May 11, 2022. Input for this item was solicited via an email distributed to the Transportation Technical Advisory Committee (TTAC) in late August 2021 and a draft of the completed item was distributed to TTAC in March 2022.

18. Transportation Development Act Article 3 Allocation for Metrolink Station Accessibility Improvement Project - Phase II Pg. 655

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

Allocate \$384,945 from the Transportation Development Act Article 3 Contingency Funds for Bicycle and Pedestrian Facilities to the Metrolink Station Accessibility Improvement Project - Phase II to fund anticipated cost increases.

Presenter: Ginger Koblasz

The item was reviewed and recommended for approval by the General Policy Committee on June 8, 2022.

19. Long Range Multimodal Transportation Plan California Department of Transportation Grant Award Pg. 657

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

Approve Resolution No. 23-001, authorizing the Executive Director, or his designee, to execute Contract No. 23-1002824 and any amendments, subject to approval as to form by General Counsel, a Restricted Grant Agreement between San Bernardino County Transportation Authority (SBCTA) and the California Department of Transportation for SBCTA to receive an amount not-to-exceed \$594,479 for the development of the San Bernardino County Long Range Multimodal Transportation Plan.

Presenter: Ginger Koblasz

The item was reviewed and recommended for approval by the General Policy Committee on June 8, 2022. SBCTA General Counsel has reviewed this item and the draft resolution.

Consent - Transit

20. Fiscal Year 2022/2023 State of Good Repair Program Allocations Pg. 684

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

A. Allocate \$4,171,500 of State of Good Repair Program – Population Share and Operator Share funding to the following projects:

- i. Bus Stop Improvements – Morongo Basin Transportation Authority (MBTA) - \$133,943
- ii. Bus Stop Improvements – Mountain Area Regional Transit Authority (Mountain Transit) - \$87,241
- iii. Preventative Maintenance – City of Needles - \$9,123
- iv. Facilities Improvements – Omnitrans - \$364,107
- v. Service Vehicles – Victor Valley Transit Authority (VVTA) - \$726,722
- vi. Paratransit Replacement Vehicles – VVTA - \$60,000
- vii. Metrolink Capital Maintenance – Southern California Regional Rail Authority (SCRRA) - \$284,553
- viii. Arrow Maintenance Facility Upgrade Project- San Bernardino County Transportation Authority (SBCTA) – \$2,505,811

B. Adopt Resolution No. 22-075, authorizing the Executive Director, or his designee, to submit project nominations to the California Department of Transportation for Fiscal Year 2022/2023 State of Good Repair Program funds for the projects listed above.

Presenter: Nancy Strickert

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 9, 2022. SBCTA General Counsel has reviewed this item and the draft resolution.

21. Fiscal Year 2022/2023 Transit Operator Allocations

Pg. 695

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

A. Approve Fiscal Year 2022/2023 Transit Operator Funding Allocations to the City of Needles, Morongo Basin Transit Authority, Mountain Area Regional Transit Authority, Omnitrans and Victor Valley Transit Authority.

B. Approve revisions to the transit agencies' Short Range Transit Plans revenue assumptions to reflect the final allocation amounts.

C. Approve the revised Congestion Mitigation and Air Quality Allocation Plan through Fiscal Year 2031/2032.

Presenter: Nancy Strickert

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 9, 2022.

22. Omnitrans Specialized Transportation Services - Consolidated Transportation Services Agency Budget for Fiscal Year 2022/2023 Pg. 704

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

Approve the Omnitrans Specialized Transportation Services Budget for Consolidated Transportation Services Agency activities for Fiscal Year 2022/2023.

Presenter: Nancy Strickert

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 9, 2022.

23. Tunnel to Ontario International Airport - Procurement Approach, Amendment No. 1 to Project Management/Construction Management Services Contract No. 21-1002452, and Amendment No. 3 to Legal Services Contract No. 21-1002451 Pg. 709

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

A. Direct staff to proceed with development of a form of design-build procurement for the Tunnel to Ontario International Airport (ONT) Project with a limited transitional operating period for a system which will operate using zero-emission rubber-tire automated transit network vehicles capable of providing on-demand service and accommodate level boarding and luggage. The determination to proceed beyond the design phase is contingent on available funding, including significant grant funds from the state or federal government.

B. Approve Amendment No. 1 to Contract No. 21-1002452 with HNTB Corporation for Project Management/Construction Management Services for the Tunnel to ONT project, in the amount of \$1,100,000 in State Transit Assistance – Population Share funds to be available under Notice to Proceed 1, increasing the total not-to-exceed contract value to \$28,206,498, to perform an additional thirty (30) supplemental geotechnical borings in support of the procurement for the Tunnel to ONT project.

C. Approve Amendment No. 3 to Contract No. 21-1002451 with Kaplan Kirsch & Rockwell, LLP, for continued outside legal services for the Tunnel to ONT project, in the amount of \$900,000 in State Transit Assistance – Population Share funds, increasing the total not-to-exceed contract value to \$1,900,000, to support the continued procurement effort outlined in Recommendation A. **Presenter: Carrie Schindler**

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 9, 2022. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendments.

24. Station Agreement Amendments for Fontana, Montclair, Ontario, Rialto and Upland

Pg. 766

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

A. Approve Amendment No. 1 to Cooperative Agreement No. 93-078 (Contract No. 22-1002788) for the Fontana Station Cooperative Agreement, to further clarify the roles and responsibilities of the San Bernardino County Transportation Authority (SBCTA) and the City of Fontana with respect to the provision and cost of insurance at the station. Receivable authority for Cooperative Agreement No. 93-078 will be established with the annual adoption of the SBCTA budget each year.

B. Approve Amendment No. 7 to Cooperative Agreement No. 91-065 (Contract No. 22-1002787) for the Montclair Transit Center Cooperative Agreement, to further clarify the roles and responsibilities of SBCTA and the City of Montclair with respect to the provision and cost of insurance at the station and lease administration services for the 1.6 acre development site, and authorize the Executive Director, or designee, to execute and record an easement in favor of the City of Montclair, on forms approved by SBCTA counsel, consistent with the provisions in Article XX. Receivable authority for Cooperative Agreement No. 91-065 will be established with the annual adoption of the SBCTA budget each year.

C. Approve Amendment No. 1 to Cooperative Agreement No. 93-062 (Contract No. 22-1002786) for the Ontario Station Cooperative Agreement to further clarify the roles and responsibilities of SBCTA and the City of Ontario with respect to the provision and cost of insurance at the station. Receivable authority for Cooperative Agreement No. 93-062 will be established with the annual adoption of the SBCTA budget each year.

D. Approve Amendment No. 6 to Cooperative Agreement No. 93-049 (Contract No. 00-1000147) for the Rialto Station Cooperative Agreement to further clarify the roles and responsibilities of SBCTA and the City of Rialto with respect to the provision and cost of insurance at the station. Receivable authority for Cooperative Agreement No. 93-049 will be established with the annual adoption of the SBCTA budget each year.

E. Approve Amendment No. 2 to Cooperative Agreement No. 93-051 (Contract No. 19-1002233) for the Upland Station Cooperative Agreement to further clarify the roles and responsibilities of SBCTA and the City of Upland, including the provision and cost of insurance at the station. Receivable authority for Cooperative Agreement 93-051 will be established with the annual adoption of the SBCTA budget each year.

Presenter: Ryan Aschenbrenner

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 9, 2022. SBCTA General Counsel and Risk Manager have reviewed this item and the draft amendments.

Consent - Transportation Programming and Fund Administration

25. Measure I 2022 Population Estimates

Pg. 802

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

Adopt the 2022 Population Estimates in Attachment B for use in the allocation of Measure I Local Street Projects Program and Transportation Development Act funds and in the apportionment of shares of certain State and Federal funds.

Presenter: Michele Fogerson

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 8, 2022.

26. Capital Project Needs Analysis Submittals and Funding Allocations for the Measure I Valley Major Street Program/Arterial Sub-program for Fiscal Year 2022/2023 Pg. 810

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

Approve the Project List for the Measure I Valley Major Street Program/Arterial Sub-program allocations for Fiscal Year 2022/2023 as referenced in Attachment A.

Presenter: Michele Fogerson

This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 9, 2022.

27. Allocation of Transportation Development Act Funds for Fiscal Year 2022/2023 Pg. 817

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

Adopt Resolution No. 22-150 authorizing the allocation of Local Transportation Funds and State Transit Assistance Funds for Fiscal Year 2022/2023 and the transmittal of allocation instructions to the San Bernardino County Auditor/Controller.

Presenter: Michele Fogerson

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 9, 2022. SBCTA General Counsel has reviewed this item and the Resolution.

Consent - Legislative/Public Outreach

28. State Legislative Update Pg. 822

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

A. Receive and file the action of the Legislative Policy Committee on June 8, 2022, to take a support position on Senate Bill 1121 (Gonzalez).

B. Receive the June 2022 State Legislative Update.

Presenter: Otis Greer

This item was received by the Legislative Policy Committee on June 8, 2022. The Legislative Policy Committee unanimously approved taking a support position on Senate Bill 1121 (Gonzalez).

29. Federal Legislative Update Pg. 844

Receive and file the June 2022 Federal Legislative Update.

Presenter: Otis Greer

This item was received by the Legislative Policy Committee on June 8, 2022.

Consent Calendar Items Pulled for Discussion

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

DISCUSSION ITEMS

Discussion - Project Delivery

30. Resolution of Necessity for the Interstate 215 University Parkway Project

Pg. 846

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

A. Conduct a public hearing to consider condemnation of real property required for the Interstate 215 University Parkway Interchange Project in the City of San Bernardino.

B. Upon completion of a public hearing, that the Board of Directors adopt Resolution of Necessity No. 22-168 authorizing and directing General Counsel, or her designee, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property from: San Bernardino Scottish Rite Building Association, Inc. and San Bernardino Scottish Rite Building Board, Inc. (Assessor's Parcel Number 0266-591-08). The resolution must be approved by at least a two-thirds majority.

Presenter: Paul Melocoton

This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 9, 2022. Two of the three original properties have been removed based on recommendations received at the Metro Valley Study Session on June 9, 2022. These two properties will be reviewed again at a future Metro Valley Study Session. SBCTA General Counsel has reviewed this item and the draft resolution.

Discussion - Transit

31. Hearing to Consider Resolutions of Necessity for Property Interests for the West Valley Connector Project

Pg. 868

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

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

B. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-154 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Jaswant Kaur Bir, Surviving Trustee of The Raghbir & Jaswant Bir Family Living Trust, dated March 27, 2015 (Assessor's Parcel Number [APN] 1048-512-29). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

C. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-160 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by John Roubian, a married man, as his sole and separate property (APN 1049-093-03 & 04). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

D. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-003 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by John D. Roubian, II, a married man, as his sole and separate property (APN 1049-093-06). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

Agenda Item 31 (cont.)

E. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-004 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Deborah Y. Cagle (APN 1049-094-04 & 14). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

F. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-005 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Susan Na, Trustee or any Successor Trustees in Trust, for The Susan Na Revocable Living Trust, utd January 8, 1993, and any Amendments (APN 1049-063-01). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

G. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-006 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Marlena Belichesky, Trustee of the Belichesky-Filipovic Trust, dated June 23, 2006 (APN 1049-094-01 & 02). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

H. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-007 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Muhammad A. Malik (APN 1049-093-01). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

I. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-008 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Angelica Rodriguez, a single woman (APN 1049-093-07 & 09). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

J. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-009 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Phuoc Banh, a married man, as his sole and separate property; and Ky Banh, a married man, as his sole and separate property (APN 1049-066-02). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

K. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-010 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Jose Esparza, Trustee of The Jose Esparza Revocable Living Trust dated October 5, 2015 (APN 1049-093-02). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

Agenda Item 31 (cont.)

L. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-089 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Qihua Feng, a married man, as his sole and separate property (APN 1048-523-15). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

M. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-011 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Henry C. Kim, a single man (APN 1049-101-06 & 07). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

N. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-012 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Lino Leon & Maria Guadalupe Muniz Salas, as joint tenants (APN 1049-101-09). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

O. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-014 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Roger Alan Griffith, a married man, as his sole and separate property (APN 1049-101-11). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

P. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-015 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Jun Son Yoo, Trustee of the Jun Son Yoo Family Trust dated October 18, 2018 (APN 1049-131-05). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

Q. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-018 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Adrian Enriquez, Trustee of the Adrian Enriquez Trust, dated March 25, 1991 (APN 1049-101-05). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

R. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-019 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Daniel E. Ledesma, an unmarried man, and Raul Enrique Ledesma, Trustee of The Raul's Trust dated October 24, 1995, as to Parcels 1, 2, 4, 5, 6, 8 and 9; Raul E. Ledesma, Trustee of The Raul's Trust dated October 24, 1995, as to Parcels 3 & 7 (APN 1049-101-12, 13, 14, 15, 16, & 18). The Resolution must be approved by at least a two-thirds vote of the Board of Directors.

Presenter: Ramie Dawit

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 9, 2022. SBCTA General Counsel has reviewed this item and the draft resolutions.

Discussion - Project Delivery

32. US 395 Phase 2 Widening Project - Professional Services Request for Proposals No. 22-1002775 Pg. 906

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

A. Award Contract No. 22-1002775 to AECOM Technical Services, Inc., for an amount not-to-exceed \$7,104,413.13, for Plans, Specifications and Estimates (PS&E), and other Design Support Services, for the US-395 Freight Mobility and Safety - Phase 2 Project (Project) for the period beginning July 6, 2022 and ending June 30, 2027.

B. Approve contingency in the amount of \$710,441.31 for Contract No. 22-1002775, which would be released in accordance with Policy No. 11000 Procurement and Special Risk Assessment.

C. Approve the use of up to \$500,000 in Measure I Major Local Highway Program funds from the Victor Valley Subarea to begin design services prior to the availability of Federal funds, which are anticipated to be available by October 2022.

D. Authorize the Executive Director, or his designee, to execute Cooperative Agreement No. 22-1002816 with the California Department of Transportation (Caltrans) for the PS&E and Right-of-Way (ROW) phases for the Project between 0.16 miles north of US-395/Interstate 15 junction and State Route 18 (Palmdale Road), which designates SBCTA as the implementing agency for the Project and designates SBCTA as the agency acquiring ROW. Caltrans will provide PS&E and ROW oversight with no cost to the Project.

Presenter: Kristi Harris

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

33. Interstate 10 Corridor Freight and Express Lane Project - Contract 2, Cooperative Agreement Pg. 1036

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

Authorize the Executive Director, or his designee, to execute Cooperative Agreement No. 23-1002834 with the California Department of Transportation (Caltrans), in substantially the form presented and upon approval as to final form by General Counsel, for the Plans, Specifications, and Estimates (PS&E) phase for the Interstate 10 Corridor Freight and Express Lane Project - Contract 2 (Project) from Interstate 15, in the City of Ontario, to Pepper Avenue, in the City of Colton, which designates SBCTA as the implementing agency for the Project. Caltrans will provide PS&E oversight on the Project. Since the Project is a revenue generating project, this agreement is a payable agreement where SBCTA will fund Caltrans' oversight services.

Presenter: Sal Chavez

This item has not received prior policy committee or technical advisory committee review. It is being presented directly to the Board so as not to delay the federal authorization of funds for the design phase. SBCTA General Counsel and Risk Manager have reviewed this item and the draft agreement.

Discussion - Transit

- 34. West Valley Connector Project- Amendment No. 4 to Contract No. 18-1001870 with Parsons Transportation Group, Inc. and Amendment No. 2 to Coop No. 20-1002422 with City of Ontario** Pg. 1063

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

A. Approve Amendment No. 4 to Contract No. 18-1001870 with Parsons Transportation Group, Inc., for Environmental, Architectural, Engineering, and Final Design Services for the West Valley Connector Corridor, increasing the contract amount by \$2,215,228.00 for an amended not-to-exceed amount of \$17,189,836.11.

B. Approve contingency in an amount not-to-exceed \$222,000 for Contract No. 18-1001870 and authorize the Executive Director, or his designee, to release contingency as necessary for the Project.

C. Authorize the Executive Director, or designee, to approve Amendment No. 2 to Cooperative Agreement No. 20-1002422 with the City of Ontario, upon concurrence from the City of Ontario and approval as to final form by General Counsel, providing for funding by the City of Ontario for the requested Smart Pole Betterments for a not-to-exceed amount of \$300,116.00.

Presenter: Victor Lopez

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

- 35. West Valley Connector- Award Construction Management Services Contract** Pg. 1100

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

A. Award Contract No. 21-1002662 to Kleinfelder Construction Services, Inc., for Construction Management Services for the West Valley Connector Project, in an amount not-to-exceed \$13,582,301.73, and a contract term through July 6, 2027.

B. Approve contingency in the amount of \$1,358,230.17, for Construction Management Services Contract No. 21-1002662, to be released in accordance with SBCTA Procurement and Special Risk Assessment Policy No. 11000, VIII.B.6.

Presenter: Victor Lopez

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

Discussion - Council of Governments

- 36. Presentation from Santa Ana Watershed Project Authority on Cloud Seeding for the Santa Ana River Watershed** Pg. 1183

Receive a presentation from the Santa Ana Watershed Project Authority on a proposed cloud seeding pilot program for the Santa Ana River Watershed.

Presenter: Monique Reza-Arellano

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

Public Comment

Brief Comments from the General Public

Comments from Board Members

Brief Comments from Board Members

Executive Director's Comments

Brief Comments from the Executive Director

ADJOURNMENT

Additional Information

Attendance

Pg. 1199

Acronym List

Pg. 1201

Agency Reports - NONE

Committee Membership

Representatives on SCAG Committees

Pg. 1204

Appointments to External Agencies

Pg. 1205

Committee Membership

Pg. 1207

Mission Statement

Mission Statement

Pg. 1212

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*



Important Dates to Remember...

July 2022

SBCTA Meetings – Cancelled: None

SBCTA Meetings – Scheduled:

General Policy Committee			Next Meeting: Aug 10 9:00 am
Legislative Policy Committee			Next Meeting: Aug 10 9:30 am
Transit Committee			Next Meeting: Aug 11 9:00 am
Metro Valley Study Session			Next Meeting: Aug 11 9:30 am
I-10/I-15 Corridor Joint Sub-Committee			Next Meeting: Aug 11 10:00 am
Mountain/Desert Committee			Next Meeting: Aug 12 9:30 am

Other Meetings/Events:

None			
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SBCTA Offices will be CLOSED:

- July 4th, Independence Day

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

Minute Action

AGENDA ITEM: 1

Date: July 6, 2022

Subject:

Information Relative to Possible Conflict of Interest

Recommendation:

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

Background:

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

Item No.	Contract No.	Principals & Agents	Subcontractors
3	22-1002768	GCAP Services, Inc. <i>Sylvia Linn</i>	None
	22-1002769	Cumming Management Group, Inc. <i>Anthony Sanchez</i>	None
	23-1002832	Gafcon, Inc. <i>Lizette Rodriguez</i>	None
4	23-1002825	FNA California, LLC <i>Dale Kocher</i>	None
5	23-1002827	San Bernardino County Auditor- Controller/Treasurer/Tax Collector	None
7	22-1002736 22-1002738 22-1002737	Royal Coaches Auto Body & Towing <i>William Salazar</i>	None
9	22-1002705 CTO No. 2	Kleinfelder Construction Services, Inc. <i>Marc McIntyre</i> <i>Mark Plotnikiewicz</i>	Dynamic Engineering Services, Inc. Guida Surveying, Inc. STC Traffic Inc. Syrusa Engineering ZT Consulting Group, Inc.
10	20-1002316-01	City of Rancho Cucamonga	None

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

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Item No. 11 – Interstate 10/Mt. Vernon Avenue Improvements Project ROW Appraisals and Offers	
APN#	Principals & Agents
0162-203-14	Tabbaa Mardini Real Estate Invmnts LLC C/O Abdul R Mardini
0163-041-29	Barendt, Roy E Etal Clay, Richard & Tammy, Trust 3/2/12
0164-172-30	Trinh, Lan To
0164-172-31	Trinh, Lan To
0164-172-32	Trinh, Lan To
0164-172-33	Trinh, Lan To
0164-172-41	Alvarez, Macedonio Alvarez, Veronica O
0164-172-49	Hatzis, Panagiota
0164-172-53	Song, Sue Chin Liv Tr 03/13/07 C/O Tax Dept #33604
0276-121-09	Singh, Major Singh, Harpal
0276-121-17	Singh, Major Singh, Harpal

Item No.	Contract No.	Principals & Agents	Subcontractors
12	16-1001378-02	Vali Cooper & Associates, Inc. <i>Agnes Weber</i> <i>Rick Kaufman</i>	David Evans and Associates Meadows Consulting Dynamic Engineering Services, Inc. KOA Corporation CHJ
13	22-1002722	Associated Civil & Transportation Consulting Engineers, Inc., dba Advanced Civil Technologies <i>Jamal Salman</i> <i>Isaac Alonso Rice</i>	Jacobs Engineering Group, Inc. Group Delta Consultants, Inc. ICF Jones & Stokes, Inc. Iteris, Inc. Kleinfelder, Inc. Morrow Management Psomas Tatsumi and Partners, Inc. TranSystems Corporation
14	15-1001150-05 (R14138)	City of Ontario	None
15	22-1002815	California Department of Transportation	None

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19	23-1002824	California Department of Transportation	None
22	N/A	Omnitrans	None
23	21-1002452-01	HNTB Corporation <i>Kevin A. Haboian</i>	None
	21-1002451-03	Kaplan Kirsch & Rockwell, LLP Brent Butzin	None
24	93-078-01 (22-1002788)	City of Fontana	None
	91-065-07 (22-1002787)	City of Montclair	None
	93-062-01 (22-1002786)	City of Ontario	None
	93-049-06 (00-1000147)	City of Rialto	None
	93-051-02 (19-1002233)	City of Upland	None

Item No. 30 – Resolutions of Necessity for the Interstate 215 University Parkway Project

APN#	Principals & Agents
APN 0266-591-08	San Bernardino Scottish Rite Building Association, Inc. and San Bernardino Scottish Rite Building Board, Inc.

Item No. 31 –Hearing to Consider Resolutions of Necessity for Property Interests for the West Valley Connector Project

APN#	Principals & Agents
1048-512-29	Jaswant Kaur Bir, Surviving Trustee of The Raghbir & Jaswant Bir Family Living Trust, dated March 27, 2015
1049-093-03 & 04	John Roubian, a married man, as his sole and separate property
1049-093-06	John D. Roubian, II, a married man, as his sole and separate property
1049-094-04 & 14	Deborah Y. Cagle
1049-063-01	Susan Na, Trustee or any Successor Trustees in Trust, for The Susan Na Revocable Living Trust, utd January 8, 1993, and any Amendments
1049-094-01 & 02	Marlena Belichesky, Trustee of the Belichesky-Filipovic Trust, dated June 23, 2006
1049-093-01	Muhammad A. Malik
1049-093-07 & 09	Angelica Rodriguez, a single woman
1049-066-02	Phuoc Banh, a married man, as his sole and separate property; and Ky Banh, a married man, as his sole and separate property

San Bernardino Council of Governments

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Item No. 31 –Hearing to Consider Resolutions of Necessity for Property Interests for the West Valley Connector Project	
1049-093-02	Jose Esparza, Trustee of The Jose Esparza Revocable Living Trust dated October 5, 2015
1048-523-15	Qihua Feng, a married man, as his sole and separate property
1049-101-06 & 07	Henry C. Kim, a single man
1049-101-09	Lino Leon & Maria Guadalupe Muniz Salas, as joint tenants
1049-101-11	Roger Alan Griffith, a married man, as his sole and separate property
1049-131-05	Jun Son Yoo, Trustee of the Jun Son Yoo Family Trust dated October 18, 2018
1049-101-05	Adrian Enriquez, Trustee of the Adrian Enriquez Trust, dated March 25, 1991
1049-101-12, 13, 14, 15, 16, & 18	Daniel E. Ledesma, an unmarried man, and Raul Enrique Ledesma, Trustee of The Rauly's Trust dated October 24, 1995, as to Parcels 1, 2, 4, 5, 6, 8 and 9; Raul E. Ledesma, Trustee of The Rauly's Trust dated October 24, 1995, as to Parcels 3 & 7

Item No.	Contract No.	Principals & Agents	Subcontractors
32	22-1002775	AECOM Technical Services, Inc. <i>Jeff Chapman</i>	CL Surveying & Mapping, Inc - Land Surveying CNS Engineers, Inc. - Civil Engineering Diaz-Yourman & Associates - Geotechnical ICF - Environmental Revalidation LIN Consulting, Inc. - Signal/Electrical/ITS/TMS Overland, Pacific, & Cutler, LLC - Utility Coordination Psomas - Surveying SafeProbe, Inc. - Potholing
	22-1002816	California Department of Transportation	None
33	23-1002834	California Department of Transportation	None
34	18-1001870-4	Parsons Transportation Group, Inc. <i>Chris A. Johnson, PE</i>	None
	20-1002422-02	City of Ontario	None
35	21-1002662	Klienfelder Construction Services, Inc. <i>Marc McIntyre</i>	None

Financial Impact:

This item has no direct impact on the budget.

Reviewed By:

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

Responsible Staff:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

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Approved
Board of Directors
Date: July 6, 2022

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 2

Date: July 6, 2022

Subject:

May 2022 Procurement Report

Recommendation:

Receive the May 2022 Procurement Report.

Background:

The Board of Directors adopted the Procurement and Special Risk Assessment Policy (Policy No. 11000) on January 3, 1997, and approved the last revision on October 6, 2021. The Board of Directors authorized the Executive Director, or his designee, to approve: a) contracts and Purchase Orders up to \$100,000; b) Contract Task Orders (CTO) up to \$500,000 and for CTOs originally \$500,000 or more, increasing the CTO amount up to \$250,000; c) amendments with a zero dollar value; d) amendments to exercise the option term if the option term was approved by the Board of Directors in the original contract; e) amendments that cumulatively do-not-exceed 50% of the original contract or Purchase Order value or \$100,000, whichever is less; f) amendments that do-not-exceed contingency amounts authorized by the Board of Directors; and g) release Request for Proposals (RFP), Request for Qualifications (RFQ), and Invitation for Bids (IFB) for proposed contracts from which funding has been approved in the Annual Budget, and are estimated not-to-exceed \$1,000,000.

The Board of Directors further authorized General Counsel to award and execute legal services contracts up to \$100,000 with outside counsel as needed, and authorized Department Directors to approve and execute Contingency Amendments that do-not-exceed contingency amounts authorized by the Board of Directors. Below is a summary of the actions taken:

- Two (2) contract amendments were executed for a total cost of \$54,916.
- Two (2) CTOs were executed for a total cost of \$974,423.57.
- Three (3) contingency releases were executed for a total cost of \$360,626.67.
- Eight (8) Purchase Orders were executed for a total cost of \$58,259.67.
- Four (4) Purchase Order Amendments were executed for a total cost of \$15,405.32.

A list of all Contracts and Purchase Orders that were executed by the Executive Director, Department Director and/or General Counsel during the month of May 2022 are presented herein as Attachment A, and all RFPs and IFBs are presented in Attachment B.

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget. Presentation of the monthly procurement report demonstrates compliance with the Procurement and Special Risk Assessment Policy.

Reviewed By:

This item was received by the General Policy Committee on June 8, 2022.

Responsible Staff:

Shaneka Morris, Procurement Manager

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

Board of Directors Agenda Item
July 6, 2022
Page 2

Approved
Board of Directors
Date: July 6, 2022

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Attachment A

May Contract Actions

New Contracts Executed:

Contract No.	Description of Services	Vendor Name	Contract Amount
None			

Attachment A

May Amendment Actions

Contract Amendments Executed:

Contract No. & Amendment No.	Reason for Amendment (Include a Description of the Amendment)	Vendor Name	Contract History	Contract Amount
19-1002007 No. 1	To exercise the first one-year option extending the contract through May 11, 2023.	Bender Rosenthal, Inc.	Original	\$1,375,000.00
			Prior Amendments(CTOs)	\$0.00
			Current Amendment	\$0.00
			Total Contract Amount	\$1,375,000.00
20-1002323 No. 2	To increase the contract value to provide weekend construction freeway support services for the Victorville Oak Hills Road to Bear Valley Road project for Caltrans.	Carpe Carma, LLC DBA Pomona Valley Towing	Original	\$2,196,291.00
			Prior Amendments	\$0.00
			Current Amendment	\$54,916.00
			Total Contract Amount	\$2,251,207.00

Attachment: May 2022 Procurement Attachment A (8718 : May 2022 Procurement Report)

Attachment A

May Contract Task Order Actions

Contract Task Order (CTO) Executed:

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract History	Contract Amount
22-1002708 CTO No. 1	Metrolink Station Accessibility Improvement Project – Phase II construction support services.	WSP USA	Original	\$5,000,000.00
			Prior Amendments	\$0.00
			Prior CTOs	\$0.00
			Current CTO	\$894,507.57
			Available Contract Amount	\$4,105,492.43
22-1002323 CTO No. 1	Provide weekend construction freeway support services for the Victorville Oak Hills Road to Bear Valley Road project for Caltrans.	Carpe Carma, LLC DBA Pomona Valley Towing	Original	\$2,196,291.00
			Prior Amendments	\$54,916.00
			Prior CTOs	\$0.00
			Current CTO	\$79,916.00
			Available Contract Amount	\$2,171,291.00

Attachment: May 2022 Procurement Attachment A (8718 : May 2022 Procurement Report)

Attachment A

May Contingency Released Actions

Contingency Released Executed:

Contract No. & Contingency No.	Reason for Contingency Amendment (Include a Description of the Contingency Amendment)	Vendor Name	Contract History	Contract Amount
21-1002452 Contingency 0B	Ontario Loop Project - Develop an abbreviated Alternative Analysis to be included in the environmental document to meet FTA requirements.	HNTB Corporation	Original	\$26,940,428.00
			Prior Amendments	\$0.00
			Prior Contingencies	\$50,000.00
			Current Contingency	\$116,070.00
			Amended Contract Amount	\$27,106,498.00
18-1001869 Contingency 1B	I-10 Mount Vernon Avenue Interchange Project Design Services - 5 additional retaining walls structural design and geotechnical exploration/analysis.	Kimley-Horn and Associates, Inc	Original	\$3,486,045.00
			Prior Amendments	\$23,000.00
			Prior Contingencies	\$309,000.00
			Current Contingency	\$124,556.67
			Amended Contract Amount	\$3,942,601.67
16-1001440 Contingency 2C	Redlands Passenger Rail Project (RPRP) Construction Management Services - support needed to complete project close-out activities.	AECOM	Original	\$17,380,058.00
			Prior Amendments	\$1,200,000.00
			Prior Contingencies	\$1,738,006.00
			Current Contingency	\$120,000.00
			Amended Contract Amount	\$20,438,064.00

Attachment: May 2022 Procurement Attachment A (8718 : May 2022 Procurement Report)

Attachment A

May Purchase Order Actions

Purchase Orders Executed:

PO No.	PO Posting Date	Vendor Name	Description of Services	PO Dollar Amount
4002260	05/10/2022	Inland Action Inc	Annual Membership Dues	\$3,596.00
4002261	05/16/2022	G/M Business Interiors	Office Furniture - Stand up Desks	\$28,118.20
4002262	05/20/2022	Expert Plant Care, Inc	Plant Service Monthly Maintenance Fiscal Year 2021-22 through December 2023	\$5,530.00
4002263	05/20/2022	Ametron	Sole Source - SBCTA Board Room System Repair - Parts	\$1,170.47
4002264	05/20/2022	Nth Generation Computing. Inc	3 year VMware Production Support Services	\$2,304.00
4002265	05/23/2022	Nth Generation Computing. Inc	Host and SAN (Storage Area Network) Support Renewal	\$9,084.00
4002266	05/24/2022	Climate Resolve	Annual membership to the Inland Southern California Climate Collaborative	\$3,000.00
4002267	05/26/2022	Copperfasten Technologies, Limited	Email Spam Filtering and Encryption Software	\$5,457.00

Attachment: May 2022 Procurement Attachment A (8718 : May 2022 Procurement Report)

Attachment A

May Purchase Order Amendment Actions

Purchase Order Amendments Executed:

Purchase Order No. & Amendment No.	Description of Services and Reason for Amendment	Vendor Name	Purchase Order History	Purchase Order Amount
4002013 No. 3	Removal for 28 GPS units adjusted to correct amount and funding source.	Emergency Vehicle Specialities, Inc	Original	\$3,410.00
			Prior Amendments	\$2,704.00
			Current Amendment	-\$291.20
			Amended PO Amount	\$5,822.80
4002165 No. 1	Iron Mountain Record/Equipment Storage termination fees.	Iron Mountain Inc	Original	\$58,000.00
			Prior Amendments	\$0.00
			Current Amendment	\$15,000.00
			Amended PO Amount	\$73,000.00
4002222 No. 1	P6 License Series Additional License.	Oracle America, Inc	Original	\$1,477.47
			Prior Amendments	\$0.00
			Current Amendment	\$77.69
			Amended PO Amount	\$1,555.16
4002242 No. 2	Revised to add tax.	Cintas Corporation No. 2	Original	\$7,070.00
			Prior Amendments	\$0.00
			Current Amendment	\$618.83
			Amended PO Amount	\$7,688.83

Attachment: May 2022 Procurement Attachment A (8718 : May 2022 Procurement Report)

Attachment B**May RFP's, RFQ's and IFB's****Release of RFP's, RFQ's and IFB's**

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

Attachment: May 2022 Procurement Attachment B (8718 : May 2022 Procurement Report)

Minute Action

AGENDA ITEM: 3

Date: July 6, 2022

Subject:

Award On-Call Labor Compliance Service Contracts

Recommendation:

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

A. Award Contract No. 22-1002768 to GCAP Services, Inc., for On-Call Labor Compliance Services for a three-year contract with two (2) one-year options for an amount described in Recommendation D.

B. Award Contract No. 22-1002769 to Cumming Management Group, Inc., for On-Call Labor Compliance Services for a three-year contract with two (2) one-year options for an amount described in Recommendation D.

C. Award Contract No. 23-1002832 to Gafcon, Inc., for On-Call Labor Compliance Services for a three-year contract with two (2) one-year options for an amount described in Recommendation D.

D. Approve a total cumulative not-to-exceed amount of \$500,000 for GCAP Services, Inc. (22-1002768), Cumming Management Group, Inc. (22-1002769), and Gafcon Inc., (23-1002832) over a three-year term, with two (2) one-year options to extend for an additional \$200,000 for a cumulative total not-to-exceed amount of \$700,000.

Background:

The San Bernardino County Transportation Authority (SBCTA) receives Federal, State, and local funds to construct various SBCTA public works projects. As a condition of receiving this funding, SBCTA must follow Federal and State statutes and guidelines, which impose upon SBCTA a wide range of prevailing wage labor compliance responsibilities. The prevailing wage requirements are identified in the public works contracts issued by SBCTA and by Federal (if applicable) and State labor codes. A prime consultant and contractor and any tier subcontractor, by entering into or performing work under Public Works projects, agrees to comply with all Federal (if applicable) provisions and State labor codes applicable to public works projects.

SBCTA will utilize consultant services on an on-call basis to act as SBCTA's Labor Compliance Officer (LCO) and provide labor compliance oversight and technical support associated with various types (construction and pre-construction activities) of Public Works projects. The LCO will demonstrate detailed knowledge of the California Department of Transportation (Caltrans) and California Division of Labor Standards Enforcement (DSLE) Compliance Monitoring Unit (CMU), the United States Department of Labor Regulations and Guidelines, and Equal Employment Opportunity compliance monitoring, as well as knowledge of the Davis Bacon Act, the Copeland "Anti-Kickback" Act, and the Contract Work Hour and Safety Standards Act.

On March 31, 2022, the SBCTA Executive Director approved the release of a Request for Proposals (RFP) No. 22-1002768 for On-Call Labor Compliance. The RFP was released on April 5, 2022, via Planet Bids, with a Proposal Submission due date of April 27, 2022. PlanetBids notified 36 vendors and 19 vendors downloaded the RFP. A pre-bid meeting was held

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

July 6, 2022

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on April 12, 2022, via Zoom, and was attended by seven (7) vendors. A total of six (6) questions were received by the date and time specified in the RFP, and the answers were provided on April 21 and 22, 2022. One addendum was issued on April 22, 2022, which deleted some language from the Program Approach/Work Plan in the RFP.

On April 27, 2022, the following five (5) vendors, submitted proposals by the date and time specified in the RFP:

- Cumming Management Group Inc.
- Gafcon, Inc.
- GCAP Services, Inc.
- PPM Group, Inc.
- TSG Enterprises, Inc.

After a responsiveness review was conducted by the Procurement Analyst and reviewed by the Director of Special Projects and Strategic Initiatives, one (1) vendor (PPM Group, Inc.) was found to be non-responsive.

On May 6, 2022, four (4) proposals and their respective references were sent to the Evaluation Committee, consisting of three (3) SBCTA members.

A short-list meeting was held on May 5, 2022, the Evaluation Committee short-listed firms and invited three (3) to interview on May 18, 2022. Considering that two (2) of three (3) firms were very close in scoring, the amount of work projected in the six-month look ahead, and the quick turn-around required for Labor Compliance services, the Evaluation Committee felt it to be in the best interest of SBCTA to award contracts to all three short-listed firms. As a result of the scoring, the Evaluation Committee recommends that three contracts to perform the scope of work, as outlined in the RFPs No. 22-1002768, be awarded to GCAP Services, Inc., Cumming Management Group, Inc., and Gafcon, Inc. The firms clearly demonstrated a thorough understanding of the scope of work and proposed an overall solid team.

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 8, 2022. SBCTA General Counsel, Risk Manager and Procurement Manager have reviewed this item and the draft contracts.

Responsible Staff:

Shaneka Morris, Procurement Manager

Approved
Board of Directors
Date: July 6, 2022

Witnessed By:

General Contract Information

Contract No: 22-1002768 Amendment No.: _____Contract Class: Payable Department: Special ProjectsVendor No.: 02511 Vendor Name: GCAP Services, IncDescription: On-Call Labor Compliance

Dollar Amount

Original Contract	\$	166,666.00	Original Contingency	\$	-
Prior Amendments			Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment			Current Amendment	\$	-
Total/Revised Contract Value	\$	166,666.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	166,666.00

Contract Authorization

Board of Directors Date: 07/06/2022 Board Item # 8719

Contract Management (Internal Purposes Only)

Other Contracts _____ Sole Source? No No Budget Adjustment _____

Local _____ Professional Services (Non-A&E) _____ N/A _____

Accounts Payable

Estimated Start Date: 07/31/2022 Expiration Date: 07/31/2025 Revised Expiration Date: _____NHS: N/A QMP/QAP: N/A Prevailing Wage: N/A

						Total Contract Funding:		Total Contingency:	
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$
GL								166,666.00	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-

Shaneka Morris

Bea Valdez

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes: multi funded depending on project - CTO

Attachment: 22-1002768 GCAP Services, Inc. CSS-print (8719 : On-Call Labor Compliance)

CONTRACT NO. 22-1002768**BY AND BETWEEN****SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY****AND****GCAP SERVICES, INC.****FOR****ON-CALL LABOR COMPLIANCE SERVICES**

This contract ("Contract") is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and GCAP Services, Inc., ("CONSULTANT"), whose address is 3525 Hyland Ave, Suite 140, Costa Mesa, CA 92626. SBCTA and CONSULTANT are each a "Party" and are collectively the "Parties".

RECITALS:

WHEREAS, SBCTA requires certain work services as described in Exhibit "A" of this Contract; and

WHEREAS, CONSULTANT has confirmed that CONSULTANT has the requisite professional qualifications, personnel and experience and is fully capable and qualified to perform the services identified herein; and

WHEREAS, CONSULTANT desires to perform all Work identified herein and to do so for the compensation and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. SCOPE OF WORK

- 1.1 CONSULTANT agrees to perform the work and services set forth in Exhibit A "Scope of Work" ("Work"), in accordance with all applicable professional standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined herein, but only upon SBCTA's issuance of and in accordance with the terms and instructions contained in one or more written Contract Task Orders ("CTO") executed by both parties. The word "Work" includes, without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the

Work performed hereunder shall be completed to the satisfaction of SBCTA, with SBCTA's satisfaction being based on prevailing applicable professional standards.

- 1.2 The Project Manager for this Contract is Shaneka M. Morris, or such other designee as shall be designated in written notice to CONSULTANT from time to time by SBCTA's Director of Special Projects and Strategic Initiatives or his or her designee. The Project Manager shall have authority to act on behalf of SBCTA in administering this Contract, including giving notices (including, without limitation, notices of default and/or termination), technical directions and approvals; issuing, executing and amending CTOs; and demanding performance and accepting work performed, but is not authorized to receive or issue payments or execute amendments to the Contract itself.

ARTICLE 2. CONTRACT TERM

The Contract term shall commence upon issuance of a written Notice To Proceed or Notice of Executed Contract (NTP) issued by SBCTA's Procurement Division, and shall continue in full force and effect through July 31, 2025, until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any Work performed or costs incurred prior to issuance of the NTP.

SBCTA at its sole discretion may extend the original term of the Contract for two (2) one (1) year option terms. The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed July 31, 2027.

ARTICLE 3. COMPENSATION

- 3.1 Total compensation to CONSULTANT for full and complete performance of Services in compliance with all the terms and conditions of this Contract and any CTOs issued shall not exceed the amount set forth in 3.2 below.
- 3.2 The total Not-To-Exceed Amount for all CTOs issued to CONSULTANT is Five Hundred Thousand Dollars (\$500,000). All services shall be reimbursed pursuant to the hourly labor rates identified in Exhibit B "Price Proposal" and the executed CTO. The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and shall include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amount identified in Exhibit B. SBCTA will not reimburse for any expenses not shown in Exhibit B.
- 3.3 As need for Labor Compliance Services arises, SBCTA will issue a request for CTOs based on services and costs identified in 3.2, above. SBCTA does not guarantee any certain number of CTOs will be issued during the term of this Contract. Award of CTOs is at the sole discretion of SBCTA.
- 3.4 Intentionally Omitted.
- 3.5 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Contract shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.

- 3.5.1 CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 3.5.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31, or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be repaid by CONSULTANT to SBCTA.
- 3.6 Any Work provided by CONSULTANT not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be CONSULTANT's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.

ARTICLE 4. INVOICING

- 4.1 Payment to CONSULTANT as provided herein shall be payable in four (4) week billing period payments, forty-five (45) calendar days after receipt of an acceptable invoice by SBCTA of an invoice prepared in accordance with instructions below. Payment shall not be construed to be an acceptance of Work.
- 4.2 CONSULTANT shall prepare invoices in a form satisfactory to and approved by SBCTA, which shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a four-week billing period and will be marked with SBCTA'S contract number, description and task order number, if applicable. Invoices shall be submitted within thirty (30) calendar days for the period covered by the invoice except for the month of June, which will require the invoice to be submitted by July 10th. Invoices shall include request for payment for Work (including additional services authorized by SBCTA) completed by CONSULTANT during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT's sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCTA has received and approved all Work and deliverables. Invoices should be e-mailed to SBCTA at the following address:

ap@gosbcta.com

For large files over 30 megabytes, invoices can be submitted using this link:

<https://sanbag-lfweb.sanbag.ca.gov/Forms/Invoice-submission>

- 4.3 CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCTA, that CONSULTANT has fully performed the Work invoiced pursuant to the Contract for the period covered, that all information included with the invoice is true and correct, and that all payments to and claims of CONSULTANT and its subconsultants for Work during the period will be satisfied upon making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.

- 4.4 Intentionally Omitted
- 4.5 No payment will be made prior to approval of any Work, nor for any Work performed prior to the NTP or the issuance of an applicable CTO, nor for any Work under any amendment to the Contract until SBCTA's Awarding Authority takes action.
- 4.6 CONSULTANT agrees to promptly pay each subconsultant for the satisfactory completion of all Work performed under this Contract no later than ten (10) calendar days from the receipt of payment from SBCTA. CONSULTANT also agrees to return any retainage payments to each subconsultant within ten (10) calendar days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval by SBCTA. SBCTA reserves the right to request documentation from CONSULTANT showing payment has been made to its subconsultants. SBCTA also reserves the right, at its own sole discretion, to issue joint checks to CONSULTANT and any subconsultant(s), which shall constitute payment to CONSULTANT in compliance with the terms of this Contract. This clause applies to both DBE and non-DBE subconsultants.
- 4.7 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31 are subject to repayment by CONSULTANT to SBCTA.

ARTICLE 5. TAXES, DUTIES AND FEES

Except to the extent expressly provided elsewhere in this Contract, CONSULTANT shall pay when due, and the compensation set forth herein, shall be inclusive of all: a) local, municipal, State, and federal sales and use taxes; b) excise taxes; c) taxes on personal property owned by CONSULTANT; and d) other governmental fees and taxes or charges of whatever nature applicable to CONSULTANT to enable it to conduct business.

ARTICLE 6. AVAILABILITY OF FUNDS

The award and performance of this Contract is contingent on the availability of funds. If funds are not appropriated and/or allocated and available to SBCTA for the continuance of Work performed by CONSULTANT, Work directly or indirectly involved may be suspended or terminated by SBCTA at the end of the period for which funds are available. When SBCTA becomes aware that any portion of Work will or may be affected by a shortage of funds, it will promptly notify CONSULTANT. Nothing herein shall relieve SBCTA from its obligation to compensate CONSULTANT for work already performed pursuant to this Contract. No penalty shall accrue to SBCTA in the event this provision is exercised.

ARTICLE 7. PERMITS AND LICENSES

CONSULTANT shall, without additional compensation, keep current all governmental permits, certificates and licenses (including professional licenses) and required registrations necessary for CONSULTANT to perform Work identified herein.

ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

- 8.1 CONSULTANT shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a

period of three (3) years from the date of final payment by SBCTA, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer. CONSULTANT shall provide SBCTA, the California State Auditor, or other authorized representatives of SBCTA access to Consultants' records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONSULTANT further agrees to maintain separate records for costs of Work performed by amendment. CONSULTANT shall allow SBCTA and its representatives or agents to reproduce any materials as reasonably necessary.

- 8.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA and/or any state or federal agency funding this Work at any time. After CONSULTANT receives any audit recommendations, the cost or price proposal shall be adjusted by CONSULTANT and approved by SBCTA's Project Manager to conform to the audit recommendations. CONSULTANT agrees that individual items of cost identified in the audit report may be incorporated into the Contract at SBCTA's sole discretion. Refusal by CONSULTANT to incorporate the audit or post award recommendations will be considered a breach of the Contract and cause for termination of the Contract. Any dispute concerning the audit findings of this Contract shall be reviewed by SBCTA's Chief Financial Officer. CONSULTANT may request a review by submitting the request in writing to SBCTA within thirty (30) calendar days after issuance of the audit report
- 8.3 Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE 9. RESPONSIBILITY OF CONSULTANT

- 9.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and assurance of compliance with all applicable federal, State and local laws and regulations and other Work furnished by CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for Work performance stipulated in the Contract.
- 9.2 In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, CONSULTANT shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality, and the Work performed by CONSULTANT within the areas of CONSULTANT's expertise. At any time during performance of the Scope of Work, should CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties which could pose potential risk to SBCTA, CONSULTANT shall immediately document such matters and notify SBCTA in writing. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

ARTICLE 10. REPORTING AND DELIVERABLES

All reports and deliverables shall be submitted in accordance with Exhibit A "Scope of Work". At a minimum, CONSULTANT shall submit monthly progress reports with their monthly invoices. The report shall be sufficiently detailed for SBCTA to determine if CONSULTANT is performing to expectations and is on schedule; to provide communication of interim findings; and to sufficiently address any difficulties or problems encountered, so remedies can be developed.

ARTICLE 11. TECHNICAL DIRECTION

- 11.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager, identified in Section 1.2, upon issuance of the NTP and/or subsequently by written notice during the Contract. The term "Technical Direction" is defined to include, without limitation:
- 11.1.1 Directions to CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the Scope of Work.
 - 11.1.2 Provision of written information to CONSULTANT which assists in the interpretation of reports or technical portions of the Scope of Work described herein.
 - 11.1.3 Review and, where required by the Contract, approval of technical reports and technical information to be delivered by CONSULTANT to SBCTA under the Contract.
 - 11.1.4 SBCTA's Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications are limited to: substitutions of personnel identified in the Contract, including Key Personnel and subconsultants; modifications to classifications, hourly rates and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All such modifications will be documented in writing between the Parties.
- 11.2 Technical Direction must be within the Scope of Work under this Contract. SBCTA's Project Manager does not have the authority to, and may not, issue any Technical Direction which:
- 11.2.1 Increases or decreases the Scope of Work;
 - 11.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;
 - 11.2.3 Constitutes a change as defined in the "CHANGES" Article of the Contract;
 - 11.2.4 In any manner causes an increase or decrease in the Contract price as identified in the "COMPENSATION" Article or the time required for Contract performance;
 - 11.2.5 Changes any of the expressed terms, conditions or specifications of the Contract, unless identified herein;
 - 11.2.6 Interferes with CONSULTANT's right to perform the terms and conditions of the Contract unless identified herein; or
 - 11.2.7 Approves any demand or claims for additional payment.
- 11.3 Failure of CONSULTANT and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the provisions of the "DISPUTES" Article herein.
- 11.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.

11.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in sections 11.2.1 through 11.2.7 above, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from CONSULTANT, SBCTA shall:

11.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of CONSULTANT's letter that the Technical Direction is or is not within the scope of this Contract.

11.5.2. Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

ARTICLE 12. CHANGES

12.1 The Work shall be subject to changes by additions, deletions, or revisions made by SBCTA. CONSULTANT will be advised of any such changes by written notification from SBCTA describing the change. This notification will not be binding on SBCTA until SBCTA's Awarding Authority has approved an amendment to this Contract.

12.2 Promptly after such written notification of change is given to CONSULTANT by SBCTA, the Parties will attempt to negotiate a mutually agreeable adjustment to compensation or time of performance, and amend the Contract accordingly.

ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY

13.1 During the term of this Contract, CONSULTANT shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military or veteran status. CONSULTANT agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

13.2 The CONSULTANT and all subconsultants shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, CONSULTANT and all subconsultants will ensure their services are consistent with and comply with obligations and procedures outlined in SBCTA's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.

ARTICLE 14. CONFLICT OF INTEREST

CONSULTANT agrees that it presently has no interest, financial or otherwise, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Work required under this Contract or be contrary to the interests of SBCTA as to the Program. CONSULTANT further agrees that in the performance of this Contract, no person having any such interest shall be employed. CONSULTANT is obligated to fully disclose to SBCTA, in writing, any conflict of interest issues as soon as they are known to CONSULTANT. CONSULTANT agrees that CONSULTANT and its staff shall comply with SBCTA's Conflict of Interest Policy, No. 10102.

ARTICLE 15. KEY PERSONNEL

The personnel specified below are considered to be essential to the Work being performed under this Contract. Prior to diverting any of the specified individuals to other projects, or reallocation of any tasks or hours of Work that are the responsibility of Key Personnel to other personnel, CONSULTANT shall notify SBCTA in writing in advance and shall submit justifications (including proposed substitutions, resumes and payroll information to support any changes to the labor rates) in sufficient detail to permit evaluation of the impact on the Project. Diversion or reallocation of Key Personnel shall not be made without prior written consent of SBCTA's Project Manager. CONSULTANT shall not substitute any Key Personnel without the prior written consent of SBCTA. In the event that the Parties cannot agree as to the substitution of Key Personnel, SBCTA may terminate this Contract. Key Personnel are:

Name	Job Classification/Function
Sylvia Linn	Labor Compliance Officer/Program Manager
Kim Morales	Senior Labor Compliance Analyst
Stephannie Gabaldon	Labor Compliance Analyst II
Ariana Fernandez	Labor Compliance Analyst II
Celeste Maldonado	Labor Compliance Analyst I

ARTICLE 16. REPRESENTATIONS

All Work supplied by CONSULTANT under this Contract shall be supplied by personnel who are qualified, careful, skilled, experienced and competent in their respective trades or professions. CONSULTANT agrees that they are supplying professional services, findings, and/or recommendations in the performance of this Contract and agrees with SBCTA that the same shall conform to professional standards that are generally accepted in the profession in the State of California.

ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 17.1 If, as a part of this Contract, CONSULTANT is required to produce materials, documents data, or information ("Products"), then CONSULTANT, if requested by SBCTA, shall deliver to SBCTA the original of all such Products, which shall become the sole property of SBCTA.
- 17.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of SBCTA.

- 17.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONSULTANT from or through SBCTA unless (a) the information was known to CONSULTANT prior to obtaining same from SBCTA, or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subconsultants, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article, which are produced by CONSULTANT shall remain confidential until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act, or other law, or otherwise become public information through no fault of CONSULTANT, or its employees or agents.
- 17.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 17.5 All press releases, or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by both Parties.
- 17.6 CONSULTANT, its employees, agents and subconsultants shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information ("PII") and/or Sensitive Security Information ("SSI") will be required to execute a Confidentiality Agreement.

ARTICLE 18. TERMINATION

- 18.1 Termination for Convenience - SBCTA shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of Work and shall preserve Work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.
- 18.1.1 CONSULTANT shall deliver to SBCTA all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.
- 18.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of

the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.

18.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.

18.2 Termination for Cause - In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONSULTANT, or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its subconsultants related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the deliverables and finished Work by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, of the same or any other provision, nor be deemed to waive, amend, or modify any term of this Contract.

18.2.1 CONSULTANT shall deliver to SBCTA all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA within ten (10) working days of said notice.

18.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONSULTANT be entitled to any payment for prospective profits or any damages because of such termination.

ARTICLE 19. STOP WORK ORDER

Upon failure of CONSULTANT or its subconsultants to comply with any of the requirements of this Contract, SBCTA shall have the right to stop any or all Work affected by such failure until such failure is remedied or to terminate this Contract in accordance with Article 18 "Termination".

ARTICLE 20. CLAIMS

SBCTA shall not be bound to any adjustments in the Contract amount or schedule unless expressly agreed to by SBCTA in writing. SBCTA shall not be liable to CONSULTANT for any claim asserted by CONSULTANT after final payment has been made under this Contract.

ARTICLE 21. INSURANCE

21.1 Prior to commencing the Work, subject to the provisions of Article 21.2 “General Provisions”, and at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT and all sub-consultants of every tier performing any Work under this contract shall, at CONSULTANT’s and sub-consultant's sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:

21.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than \$3,000,000 per claim
- An annual aggregate limit of not less than \$5,000,000
- Coverage shall be appropriate for the CONSULTANT’s profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT’s professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.
- If Coverage is on a claims made basis:
 - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.
 - CONSULTANT shall secure and maintain “tail” coverage for a minimum of Five (5) years after Contract completion.

21.1.2 Worker’s Compensation/Employer’s Liability. The policies must include the following:

- Coverage A. Statutory Benefits
- Coverage B. Employer’s Liability
- Bodily Injury by accident - \$1,000,000 per accident
- Bodily Injury by disease - \$1,000,000 policy limit/\$1,000,000 each employee

Such policies shall contain a waiver of subrogation in favor of the parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable workers’ compensation laws in effect during performance of the Work by CONSULTANT or any subconsultant of any tier. All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONSULTANT and all parties named as Indemnitees below. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

21.1.3. Commercial General Liability. The policy must include the following:

- Consultant shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella

commercial liability insurance, with a combined limit of liability of not less than **\$5,000,000 each occurrence**.

- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
 - \$2,000,000 per occurrence limit for property damage or bodily injury
 - \$2,000,000 per occurrence limit for personal injury and advertising injury
 - \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage,
- If a general aggregate applies, it shall apply separately to this project/location. The contract number and brief explanation of the project/work must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 25 04).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

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

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

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

21.1.4 Umbrella/Excess CGL. The policy must include the following:

- If the CONSULTANT elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:
 - The umbrella or excess policy shall follow form over the CONSULTANT's primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
 - The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
 - The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

- The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.

There shall be no statement limiting the coverage provided to the parties listed as additionally insureds or as indemnitees below.

21.1.5 Commercial Auto. The policy must include the following:

- A total limit of liability of not less than **\$5,000,000** each accident. This total limits of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
- Combined Bodily Injury and Property Damage Liability insurance. The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

21.1.6 Pollution Liability - Intentionally Omitted

21.1.7 Cyber (Technology) Liability Insurance -

- Policy form appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence.
- Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security.
- The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA in the care, custody, or control of the CONSULTANT.
 - If not covered under the CONSULTANT's liability policy, such "property" coverage of SBCTA may be endorsed onto the CONSULTANT's Cyber Liability Policy as covered property as follows:
 - Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA that will be in the care, custody, or control of CONSULTANT.

21.1.8 Railroad Protective Liability - Intentionally Omitted

21.2. General Provisions

- 21.2.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VIII or better and if policies are written by insurance carriers that are non-admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-X or better, unless otherwise approved in writing by SBCTA's Risk Manager.
- 21.2.2 Additional Insured Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name San Bernardino County Transportation Authority and its officers, directors, members, employees, and agents, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability, but shall allow coverage for SBCTA to the full extent provided by the policy.
- 21.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.
- 21.2.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-CONSULTANT to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. Without SBCTA's Risk Manager's expressed written approval, no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate

such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, in its sole discretion, deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The Consultant's policies will neither obligate nor prohibit SBCTA or any other Additional Insured from paying any portion of any Consultant's deductible or SIR.

- 21.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant, with the exception of Professional Liability and Worker's Compensation, shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13, to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants', automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 21.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA, in connection with the subject matter of the WORK. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.
- 21.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at insurance@gosbcta.com, to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.
- 21.2.8 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance

coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultant of any tier, of their obligations to exercise due care in the performance of their duties in connection with the Work and to complete the Work in strict compliance with the Contract.

- 21.2.9 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 21.2.10 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultant(s) to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.
- 21.2.11 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.
- 21.2.12 Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 22. INDEMNITY

22.1 To the extent, but only to the extent, that CONSULTANT's Work falls within the scope of Civil Code Section 2782.8, the following indemnification is applicable:

CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by SBCTA) SBCTA and its authorized officers, employees, agents and volunteers (collectively "Indemnitees"), from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of the professional.

22.2 For all other Work, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA and its authorized officers, employees, agents and volunteers ("Indemnitees"), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by SBCTA on account of any

claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CONSULTANT's indemnification obligation applies to SBCTA's "active" as well as "passive" negligence, but does not apply to SBCTA's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

ARTICLE 23. ERRORS AND OMISSIONS

CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all Work required under this Contract. CONSULTANT shall be liable for SBCTA's costs resulting from errors or deficiencies in Work furnished under this Contract, including, but not limited to, any fines, penalties, damages, and costs required because of an error or deficiency in the Work provided by CONSULTANT under this Contract.

ARTICLE 24. OWNERSHIP OF DOCUMENTS

All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by CONSULTANT under this Contract shall become the sole property of SBCTA when prepared, whether delivered to SBCTA or not.

ARTICLE 25. SUBCONTRACTS

- 25.1 CONSULTANT shall not subcontract performance of all or any portion of Work under this Contract, except to those subconsultants listed in CONSULTANT's proposal, without first notifying SBCTA in writing of the intended subcontracting and obtaining SBCTA's written approval of the subcontracting and the subconsultant. The definition of subconsultant and the requirements for subconsultants hereunder shall include all subcontracts at any tier.
- 25.2 CONSULTANT agrees that any and all subconsultants of CONSULTANT performing Work under this Contract will comply with the terms and conditions of this Contract applicable to the portion of Work performed by them. CONSULTANT shall incorporate all applicable provisions of this Contract into their subcontracts regardless of the tier. If requested by SBCTA, CONSULTANT shall furnish SBCTA a copy of the proposed subcontract for SBCTA's approval of the terms and conditions thereof and shall not execute such subcontract until SBCTA has approved such terms and conditions. SBCTA's approval shall not be unreasonably withheld.
- 25.3 Approval by SBCTA of any Work to be subcontracted and the subconsultant to perform said Work will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said Work. Any substitution of subconsultants must be approved in writing by SBCTA. CONSULTANT shall have sole responsibility for managing all of their subconsultants, including resolution of any disputes between CONSULTANT and its subconsultants.

ARTICLE 26. RECORD INSPECTION AND AUDITING

SBCTA or any of its designees, representatives, or agents shall at all times have access during normal business hours to CONSULTANT's operations and products wherever they are in preparation or progress, and CONSULTANT shall provide sufficient, safe, and proper facilities for such access and inspection thereof. Inspection or lack of inspection by SBCTA shall not be deemed to be a waiver of

any of their rights to require CONSULTANT to comply with the Contract or to subsequently reject unsatisfactory Work or products.

ARTICLE 27. INDEPENDENT CONTRACTOR

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

ARTICLE 28. ATTORNEY'S FEES

If any legal action is instituted to enforce or declare any Party's rights under the Contract, each Party, including the prevailing Party, must bear its own costs and attorneys' fees. This Article shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a Party hereto and payable under the "Indemnity" provision of the Contract.

ARTICLE 29. GOVERNING LAW AND VENUE

This Contract shall be subject to the law and jurisdiction of the State of California. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any Party to this Contract will be the Superior Court of California, San Bernardino County. Each Party hereby waives any law or rule of court that would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County.

ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS

CONSULTANT warrants that in the performance of this Contract it shall comply with all applicable federal, State and local laws, ordinances, rules and regulations.

ARTICLE 31. PRECEDENCE

- 31.1 The Contract consists of these Contract Articles, Exhibit A "Scope of Work", and Exhibit B "Price Proposal", SBCTA's Request for Proposal and CONSULTANT's proposal, all of which are incorporated into this Contract by this reference.
- 31.2 The following order of precedence shall apply: first, the Contract Articles; second, Exhibits A and B; third, SBCTA's Request for Proposal; and last, CONSULTANT's proposal. In the event of a conflict between the Contract Articles and the Scope of Work, the Contract Articles will prevail.

- 31.3 In the event of an express conflict between the documents listed in this Article, or between any other documents which are a part of the Contract, CONSULTANT shall notify SBCTA in writing within three (3) business days of its discovery of the conflict and shall comply with SBCTA's resolution of the conflict.

ARTICLE 32. COMMUNICATIONS AND NOTICES

Notices sent by mail shall be by United States Mail, postage paid, certified mail (return receipt requested). Any and all notices permitted or required to be given hereunder shall be deemed duly given and received: (a) upon actual delivery, if delivery is personally made or if made by fax or email during regular business hours; (b) the first business day following delivery by fax or email when not made during regular business hours; or (c) on the fourth business day after deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. CONSULTANT shall notify SBCTA of any contact information changes within ten (10) business days of the change.

To GCAP Services, Inc.	To SBCTA
3525 Hyland Ave, Suite 140	1170 W. 3rd Street, 2nd Floor
Costa Mesa, CA 92626	San Bernardino, CA 92410-1715
Attn: Sylvia Linn	Attn: Shaneka Morris
Email: slinn@gcapsservices.com	Email: Smorris@gosbcta.com
Phone: (714) 800-1795	Phone: (909) 884-8276
2 nd Contact: Ed Salcedo	Copy: Procurement Manager
Email: esalcedo@gcapsservices.com	Email: procurement@gosbcta.com

ARTICLE 33. DISPUTES

- 33.1 In the event any dispute, other than an audit, arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, Work to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA's Director of Special Projects and Strategic Initiatives within thirty (30) calendar days after notice thereof in writing, which notice shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have ten (10) calendar days after receipt of the decision in which to file a written appeal thereto with SBCTA's Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such dispute may be reviewed by a court of competent jurisdiction.
- 33.2 During resolution of the dispute, CONSULTANT shall proceed with performance of this Contract with due diligence.

ARTICLE 34. GRATUITIES

CONSULTANT, its employees, agents, or representatives shall not offer or give to any officer, official, agent or employee of SBCTA, any gift, entertainment, payment, loan, or other gratuity.

ARTICLE 35. REVIEW AND ACCEPTANCE

All Work performed by CONSULTANT shall be subject to periodic review and approval by SBCTA at any and all places where such performance may be carried on. Failure of SBCTA to make such review or to discover defective work shall not prejudice the rights of SBCTA at the time of final acceptance. All Work performed by CONSULTANT shall be subject to periodic and final review and acceptance by SBCTA upon completion of all Work.

ARTICLE 36. CONFIDENTIALITY

Any SBCTA communications or materials to which CONSULTANT or its subconsultants or agents have access, or materials prepared by CONSULTANT under the terms of this Contract, shall be held in confidence by CONSULTANT, who shall exercise reasonable precautions to prevent the disclosure of confidential information to anyone except as expressly authorized by SBCTA. Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine and shall be confidential. CONSULTANT shall not release any reports, information or promotional material, or allow for the use of any photos related to this Contract, for any purpose without prior written approval of SBCTA. CONSULTANT agrees to inform itself and make its employees, agents, and subconsultants aware of the requirements of SBCTA's privacy and confidentiality policies and to abide by the same.

ARTICLE 37. EVALUATION OF CONSULTANT

CONSULTANT's performance may be evaluated by SBCTA periodically throughout the Contract performance period, such as at the completion of certain milestones as identified in Scope of Work and/or at the completion of the Contract. A copy of the evaluation will be given to CONSULTANT for their information. The evaluation information shall be retained as part of the Contract file and may be used to evaluate CONSULTANT if they submit a proposal on a future RFP issued by SBCTA.

ARTICLE 38. SAFETY

CONSULTANT shall strictly comply with OSHA regulations and local, municipal, state, and federal safety and health laws, orders and regulations applicable to CONSULTANT's operations in the performance of Work under this Contract. CONSULTANT shall comply with all safety instructions issued by SBCTA or its representatives.

ARTICLE 39. DRUG FREE WORKPLACE

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

ARTICLE 40. ASSIGNMENT

CONSULTANT shall not assign this Contract in whole or in part, voluntarily, by operation of law, or otherwise, without first obtaining the written consent of SBCTA. SBCTA's exercise of consent shall be within its sole discretion. Any purported assignment without SBCTA's prior written consent shall be void and of no effect, and shall constitute a material breach of this Contract. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the Parties.

ARTICLE 41. AMENDMENTS

The Contract may only be changed by a written amendment duly executed by the Parties. Work authorized under an amendment shall not commence until the amendment has been duly executed.

ARTICLE 42. PREVAILING WAGES

42.1 The State of California's General Prevailing Wage Rates are not applicable to this Contract.

ARTICLE 43. CONTINGENT FEE

CONSULTANT warrants by execution of this Contract that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, SBCTA has the right to terminate this Contract without liability, pay only for the value of the Work actually performed, or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 44. FORCE MAJEURE

CONSULTANT shall not be in default under this Contract in the event that the Work performed by CONSULTANT is temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, and natural disasters such as floods, earthquakes, landslides, and fires, or other catastrophic events which are beyond the reasonable control of CONSULTANT and which CONSULTANT could not reasonably be expected to have prevented or controlled. "Other catastrophic events" does not include the financial inability of CONSULTANT to perform or failure of CONSULTANT to obtain either any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of CONSULTANT.

ARTICLE 45. WARRANTY

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

ARTICLE 46. ENTIRE DOCUMENT

46.1 This Contract constitutes the sole and only agreement governing the Work and supersedes any prior understandings, written or oral, between the Parties respecting the services which are the subject of this Contract. All previous proposals, offers, and other communications, written or oral, relative to this Contract are superseded except to the extent that they have been expressly incorporated into this Contract.

- 46.2 No agent, official, employee or representative of SBCTA has any authority to bind SBCTA to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.
- 46.3 Both Parties have been represented or had the full opportunity to be represented by legal counsel of their own choosing in the negotiation and preparation of this Contract. Therefore, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning and not for or against either Party.

ARTICLE 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

CONSULTANT shall comply with all applicable provisions of the Americans with Disabilities Act in performing Work under this Contract.

ARTICLE 48. EFFECTIVE DATE

The date that this Contract is executed by SBCTA shall be the Effective Date of the Contract.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Contract below.

**GCAP Services, Inc., a Delaware
Corporation**

**San Bernardino County
Transportation Authority**

By: _____
Edward Salcedo, Jr.
President

By: _____
Art Bishop
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Jeanne Salcedo
Secretary

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

Date: _____

CONCURRENCE

By: _____
Beatriz Valdez
Director of Special Projects and
Strategic Initiatives

Date: _____

Attachment: 22-1002768 - GCAP Services, Inc. - PDF (8719 : On-Call Labor Compliance)

EXHIBIT “A”
“SCOPE OF WORK”

Attachment: 22-1002768 - GCAP Services, Inc. - PDF (8719 : On-Call Labor Compliance)

“SCOPE OF WORK”

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A. **DESCRIPTION OF SERVICES**

The San Bernardino County Transportation Authority (SBCTA) receives Federal, State and Local funds for the construction of various Public Works projects. As a condition of receiving this funding, SBCTA is required to follow Federal and State statutes and guidelines, which impose upon SBCTA a wide range of prevailing wage labor compliance responsibilities. The prevailing wage requirements are identified in the Public Works contracts issued by SBCTA and by Federal (if applicable) and State labor codes. A prime consultant and contractor and any tier subcontractor, by entering into or performing work under SBCTA Public Works projects, agree to comply with all provisions of Federal (if applicable) and State labor codes applicable to Public Works projects.

SBCTA will utilize CONSULTANT services on an “On-Call” basis to act as SBCTA’s Labor Compliance Officer and provide labor compliance oversight and technical support associated with various types (construction and pre-construction activities) of public works projects. The CONSULTANT will demonstrate detailed knowledge of Caltrans and California Division of Labor Standards Enforcement (DSLE) Compliance Monitoring Unit (CMU), the United States Department of Labor Regulations and Guidelines, and equal employment opportunity compliance monitoring requirements as well as knowledge of the Davis Bacon Act, the Copeland “Anti-Kickback” Act, the Contract Work Hour and Safety Standards Act.

The CONSULTANT is to coordinate, audit, train, advice and oversee agency wide labor compliance and Equal Employment Opportunity (EEO) compliance for all projects overseen by SBCTA, that includes requirements of the United State Department of Labor (DOL) and the California Division of Labor Standards Enforcement (DSLE) Compliance Monitoring Unit (CMU). The CONSULTANT will also provide labor compliance review and monitoring of consultant services (Pre-Construction activities) covered by prevailing wage requirements.

Federal and State oversight agencies provide intermittent audits/reviews of SBCTA’s labor compliance monitoring activities to assess SBCTA’s compliance with these requirements. It’s SBCTA’s responsibility to ensure these requirements are being met by the consultants and prime contractors and any tier subcontractor, and to take appropriate corrective action when these requirements have not been met. The CONSULTANT will take the lead in coordinating and addressing any State or Federal compliance review and monitoring.

CONSULTANT shall provide qualified personnel to perform a wide variety of labor compliance services, EEO and contract administration duties as outlined in this Scope of Services for the Program.

SBCTA designates a Project Manager to coordinate all construction and construction related activities. The CONSULTANT shall receive direction from SBCTA through the Project Manager, or designee. SBCTA’s Project Manager will be the main contact and primary source of information between SBCTA, CONSULTANT, cities, outside agencies, supporting consultants and the public.

B. **PERFORMANCE REQUIREMENTS**

Labor Compliance Officer: CONSULTANT shall furnish a Program Manager to coordinate CONSULTANT operations with SBCTA. The Program Manager shall be responsible for all matters related to CONSULTANT personnel and operations. The Program Manager shall also serve as the Labor Compliance Officer (LCO). The LCO shall be assigned to direct and coordinate activities under this contract. Staff may be assigned to each specific project responsibilities as needed.

Labor Compliance Monitoring Staff: The number of CONSULTANT personnel assigned to the contract will vary throughout the duration of the Contract. CONSULTANT personnel will be assigned, in varying levels of responsibility, as needed by the CONSULTANT to meet the SBCTA's various construction activities and schedules.

CONSULTANT shall be knowledgeable of and comply with all applicable local, state, and federal regulations. CONSULTANT personnel shall cooperate and consult with SBCTA, State, and City officials during the course of the contract. CONSULTANT personnel shall keep accurate and timely records and document all work performed by the CONSULTANT.

Many of the Public Works projects undertaken by SBCTA are funded by United States Department of Transportation, including Federal Highway Administration (FHWA) and Federal Transit Administration (FTA). Depending on the funding source, SBCTA relies upon the guidance and protocol established by the Federal government and State of California and Caltrans for monitoring prevailing wage labor compliance, as specified in the following documents:

1. All applicable Federal requirements, including, but not limited to U.S. Department of Labor guidelines Sections 5333(b) Federal Transit Law; U.S. Department of Labor regulations; 29 CFR Part 5, Davis Bacon Act, 40 USC 276 a-276a(7) and the Contract Work Hour and Safety Standards Act, 40 USC 327 – 332; and Fair Labor Standards Act, as amended, 29 USC 206-207.
2. All applicable California Department of Transportation (Caltrans) manuals, including, but not limited to, Labor Compliance Manual, Construction Manual and Local Assistance Procedures Manual.
3. All applicable State of California requirements, including, but not limited to the Department of Labor.

While these documents are very thorough in prescribing the protocol to be implemented in monitoring labor compliance, it is often difficult to discern how the defined responsibilities translate to SBCTA and SBCTA Labor Compliance Consultants. It is the responsibility of the CONSULTANT to ensure that SBCTA is compliant with and adheres to all necessary State and Federal requirements.

C. DUTIES AND RESPONSIBILITIES

1. Program Administration:

The following roles and responsibilities are prescribed for SBCTA Public Works construction projects:

- a. Resident Engineer: The Resident Engineer (RE) is part of the SBCTA Construction Management team and is responsible for the enforcement of the labor contract provisions at the project level. The Resident Engineer may have additional staff and/or consultants to assist in this task.
- b. Program Manager/CONSULTANT: For Architectural & Engineering contracts, certain labor categories require the payment of prevailing wages. CONSULTANT is to review and monitor these contracts for labor compliance activities and proper payment of prevailing wages.

Be accessible to SBCTA at all times during regular business hours.

The Program Manager will assume the following functional responsibilities:

- 1) Review, monitor, train, and provide general direction for CONSULTANT personnel.
 - 2) Assign personnel to on an as-needed basis.
 - 3) Administer personal leave.
 - 4) Prepare monthly reports for delivery to SBCTA.
- c. Labor Compliance Officer/CONSULTANT: CONSULTANT is responsible for providing quality assurance on all labor compliance activities undertaken by SBCTA and its consultants and coordinating with the CMU.

This role includes the following duties participation in the Pre-Proposal/Pre-Bid Meeting, Preconstruction Conference, Document Tracking, Field Activity review, Certified Billing Review, Contractor Certified Payroll Reviews and/or Owner Operator Listings, Labor Requirements Enforcement and other related activities.

Other duties include the periodic review of project specific labor compliance monitoring activities performed by SBCTA and/or construction management labor compliance consultants and preparation of an internal report documenting the review findings. The report findings are to be used by SBCTA as an instrument to continually improve labor compliance practices on SBCTA Public Works projects. LCO duties include, but are not limited to, document reviews, field activity support, billing reviews, certified payroll review, investigations of labor complaints, enforcement of labor compliance requirements, training, and supporting SBCTA during administrative hearings.

- d. The Compliance Monitoring Unit or “CMU” is a component within the California Division of Labor Standards Enforcement (DLSE) that was created to monitor and enforce prevailing wage requirements on public works projects that receive state bond funding and on other projects that are legally required to use the CMU. The CMU began operations on January 1, 2012, following the adoption of AB 436 and approval of revisions to program regulations. By actively monitoring compliance on an ongoing basis while work is being performed, the CMU will play a special role in ensuring that public works construction workers are promptly paid the proper prevailing wage rates

and in helping maintain a level playing field for contractors who comply with the law. The CONSULTANT shall assist the SBCTA in managing and implementing this new requirement on all Prevailing Wage projects.

2. Pre-Proposal/ Pre Bid Conference:

As requested by SBCTA, CONSULTANT may need to attend the Pre-Proposal/Pre-Bid meeting to discuss Labor Compliance requirements with attendees. During the procurement process, CONSULTANT may be asked to draft responses to written questions submitted by proposers or bidders related to Prevailing Wage requirements.

3. Preconstruction Conference:

SBCTA, the Resident Engineer and the LCO shall participate in the project preconstruction conference to disseminate prevailing wage requirements to the project's prime contractor and its subcontractor team.

The content of the prevailing wage presentation shall be coordinated with SBCTA and the Resident Engineer prior to the preconstruction meeting, and shall cover the topics presented in the Caltrans Labor Compliance Manual (CLCM) Chapter 4 and as required by the CMU.

The preconstruction package should be provided to the general contractor and subcontractors' staff responsible for labor compliance that includes, but is not limited to the following items:

- Checklist
- Posters
- State and Federal wage determinations
- Labor Compliance Address labels and email addresses
- Forms

Items to cover during the presentation include the following:

- Explain correct payroll procedures
- Describe any recent labor law changes
- Obtain contractor's signature on preconstruction checklist
- Explain the CMU process and registration

4. Document Tracking:

SBCTA is responsible for monitoring the submittal of all required labor compliance documents submitted by the prime contractor and any tier subcontractor. The LCO in coordination with SBCTA shall monitor and audit this documentation on periodic basis. The following items provide the mechanism by which SBCTA and LCO are to monitor compliance with the document tracking requirements of SBCTA Public Works Projects:

A. Maintain project labor compliance files in accordance with the filing system prescribed in the Fair Labor Standards Act and Caltrans Labor Compliance Manual (CLCM), (CLCM § 1-204). Please refer to Wage and Hour Division [Fact sheet #21: Recordkeeping Requirements](#)

under the Fair Labor Standards Act (FLSA). These files are to be maintained for three years from final payment.

B. Assess Resident Engineer's Daily Reports and Resident Engineer's Weekly Status Reports (CLCM § 1-207). The Resident Engineer's Daily Reports provide a daily account of the activity on a project. From the Daily Reports, the Resident Engineer shall review and determine the contractors performing on the project for each day. Special attention shall be paid to the identification of lower tier subcontractors on the Daily Reports. These reports shall also provide information on the number and classification of workers performing daily on the project. The RE's Daily Reports shall be reviewed and assessed to ensure this information is appropriately captured by the RE. Weekly status reports provide a list of contractors and owner operators working on the project during the reporting week.

C. Labor Compliance Document Tracking System (CLCM § 1-208): SBCTA and the Resident Engineer are required to implement the use of a document tracking system to track the submittal of all required labor compliance forms/documents from each contractor performing on the project. The document tracking system may be in hardcopy or softcopy format, or a computer-based database may be used. Forms to be tracked include, but are not limited the following:

- a. Payroll Report
- b. Statement of Compliance
- c. Fringe Benefit Statement
- d. Owner Operator Listing (OOL)
- e. OOL Statement of Compliance
- f. Training Fund Contribution Report (CAC 2)
- g. Agreement to Train Apprentices (DAS Form 7)
- h. Apprentices on Public Works (DAS Form 10)
- i. Application of Certificate of Exemption (DAS Form 11)
- j. Public Works Contract Award Information (DAS Form 140)
- k. Federal-Aid Highway Construction Contractors EEO Report (FHWA Form 1391)
- l. FTA EEO-04
- m. PWC-100 Form
- n. Summary of 1391 (FHWA Form 1392)
- o. DBE Substitution Report
- p. DBE Utilization Final Report
- q. DVBE Utilization Final Report

The prime contractor must furnish weekly certified payrolls to SBCTA or to the CMU, depending, (including certified payrolls for each project subcontractor), who in turn will provide these documents to SBCTA or SBCTA's Labor Compliance Consultant. The due dates for these documents are specified in the contract documents. The Resident Engineer shall process document intake in accordance with CLCM § 1-209A.

D. Missing Document Request Process: Resident Engineer shall request from prime contractor, orally or in writing, any missing/delinquent labor compliance documents either by the prime or any tier subcontractor, per the requirements identified in the Public Works contract document. The LCO shall work with the project Resident Engineer to enforce the

contract requirements in the event of untimely or inadequate responses. CLCM § 1-301 Deductions and Withholds provide guidance on how to use withholding of funds to enforce the submittal of required labor compliance documents.

E. Process 3rd party requests for Certified Payroll information, in accordance with the guidance provided at CLCM §§ 1-401 through 403.

5. Field Activity:

Key information for the prime and subcontractor performance in meeting prevailing wage requirements is attained from the field by the RE or the CMU either through passive monitoring, such as receiving an employee complaint, or through active monitoring, such as through the performance of site visits to verify posting requirements or to perform employee interviews. The following activities are to be undertaken by Resident Engineer/CMU with oversight by the LCO.

A. Process Employee Complaints: SBCTA shall document all labor compliance related complaints received. All complaints are to be taken seriously, and must be investigated with findings documented in the labor compliance files for the project, consistent with the procedures specified in CLCM §§ 1-601 through 603. Any investigation resulting in the determination of non-compliance by the prime or any tier subcontractor must be dealt with through enforcement actions defined in the contract documents.

B. Verify Prime Contractor Job Site Postings: The prime contractor is required to post various labor compliance posters and documents at the job site. LCO must verify these postings at the start of the project and reverify the postings through the life of the project. The required postings will be identified at the beginning of the project.

C. Assess Accuracy of Resident Engineer Daily Reports: It is anticipated that the Resident Engineer's Daily Logs will provide an accurate account of the contractors performing on the job site as well as the number and classification of workers performing on the job site. As an added level of assurance, SBCTA and the LCO shall, during any site visit, compare their findings with the information contained in the Resident Engineer's Daily Logs. Any discrepancies shall be addressed with the Resident Engineer, leading to improved record keeping by both parties in the future.

D. Worker and Owner Operator Interviews: SBCTA and LCO shall perform employee interviews at a quantity, frequency and manner consistent with that prescribed in the CLCM §§ 1-501 through 502. Worker interviews shall account for at least 10% of all work-hours performed on the project.

6. Billing Review:

As part of LCO responsibility, the assessment of prime contractor change order invoicing against information submitted in certified payroll reports is to be performed, following the procedures identified in CLCM § 2-108.

SBCTA and LCO* shall review change order invoicing that uses man hour counts as its basis for billing against certified payroll reports for the period covered in the invoice to assess accuracy of the invoicing.

**** The Resident Engineer may perform this task if responsible for reviewing invoicing documentation.***

7. Certified Payroll Reviews

Certified payroll reviews are to be performed to identify errors in the payment of prevailing wages to workers employed on the project, as reported on certified payroll, and to identify the accuracy of information reported by comparing information gained from other sources and from the field. The certified payroll review activities to be performed on a monthly basis (complete weeks will be reviewed) by SBCTA and its Labor Compliance Consultant include:

A. From field reviews and inspection of Resident Engineer Daily Reports, identify the complete list of contractors (prime and any tier subcontractors) performing on the project during the audit month.

B. For any contractor new to the project identified above, audit all certified payroll and related information for a complete one month period. An audit of each worker for this period will help identify and resolve human error issues in the reporting of prevailing wage payments on the project. For other contractors, those that have previously performed on the project, perform spot audits at a rate of at least 10% of the work-hours for the monthly period. Complete procedures for performing certified payroll audits are provided in the CLCM §§ 2-101 through 107. These procedures include the following items:

- Check total workforce and their classifications against Resident Engineer Daily Reports
- Check hours against Resident Engineer Diaries and Employee interviews for that period, if any.
- Check prevailing wage rates based on worker classifications.
- Assess applicability and appropriateness of overtime pay, including weekends and holidays.
- Check the ratio of apprentices on project and their pay scale. (See CLCM §§ 2-301 through 305 for procedures).
- Validate other aspects of Certified Payroll data, including deductions, against supporting information submitted for all certified payrolls
- Assess applicability and appropriateness of travel and subsistence pay.
- Review appropriate paperwork for all apprentices on project.
- Check appropriateness of payments to owner operators on project as reported in owner operator listings.

In the event inadequate certified payroll and related documentation has been identified through the audit process above, SBCTA and LCO shall work with the Resident Engineer to resolve the inadequate certified payroll matter consistent with the enforcement requirements identified in the project contract.

8. Labor Requirement Enforcement

SBCTA and the LCO shall work with the project Resident Engineer to enforce the prevailing wage labor compliance requirements of the project. The activities to be performed by LCO include:

- A. Prepare report on potential prevailing wage violation(s) identified through monitoring activity.
- B. Working with the Resident Engineer, prepare written notification to prime contractor of potential prevailing wage violations and provide list of remedies with timeframes for prime contractor to respond. Sanctions for the potential prevailing wage violations shall also be identified in the notification, consistent with the sanctions prescribed in the project contract.
- C. Provide on-going support to Resident Engineer in resolving the potential prevailing wage violations.

D. **DELIVERABLES**

- 1. Quarterly Audits of construction management labor compliance services on all projects in format approved by SBCTA.
- 2. Monthly review of all consultant certified payroll review and fringe benefit statements for all employees who are subject to the State and/or Federal prevailing wage rates.
- 3. Monthly Status Report of all pending issues and the status of said issues.
- 4. Collection of FHWA Form 1391 and submittal of FHWA Form 1391 to FHWA by September each year.

E. **EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT**

CONSULTANT shall provide all necessary office space, equipment including software, materials, supplies, miscellaneous tools, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely.

F. **MATERIALS TO BE FURNISHED BY SBCTA**

None

G. **STANDARDS**

- 1. Federal and State of California requirements.
- 2. Caltrans standards.

H. **LIMITATIONS TO AUTHORITY**

CONSULTANT does not have the authority to:

1. Assume any of the responsibilities of SBCTA's consultants, contractors, contractors' Superintendent, or subcontractors.
2. Offer or receive incentives, inducements, or other forms of remuneration to or from the consultant or contractor to perform services or work outside the terms of any executed contracts for this Project.

J. THIRD PARTY RELATIONSHIPS

This Contract is intended to provide unique services for specific duties. SBCTA, however, is solely responsible for and will be the sole point of contact for all contractual matters related to the Labor Compliance duties. CONSULTANT shall take direction only from SBCTA and shall regularly inform only SBCTA of progress, outstanding issues, and all labor compliance and EEO related matters.

During the course of the Project, CONSULTANT may find occasion to meet with State CMU, Caltrans, City or County representatives, the design engineer, Project consultants, or other third parties who have assisted with the various projects. These entities may, from time to time, offer suggestions and/or recommendations regarding the Project or elements of the Project.

While SBCTA enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, CONSULTANT shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from SBCTA. All oral and written communication with outside agencies or consultants related to the contract shall be directed only to SBCTA. Distribution of contract or labor compliance review related communication and information should be at the sole discretion of SBCTA representatives.

M. PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

The quantity and qualifications of field personnel to be assigned will be determined by the scope of the Public Works Project and the degree of difficulty of required tasks to be performed. All personnel and personnel assignments are subject to approval by SBCTA. While some areas of responsibility may overlap, as a guideline, CONSULTANT personnel assigned to this contract should have the following minimum qualifications or a combination of education and experience:

1. Program Manager
 - a. A minimum of six (6) years' experience providing similar LCO services is desired.
 - b. The LCO will demonstrate detailed knowledge of Caltrans, Federal Department of Labor and State of California Division of Labor Standards Enforcement (DSLE) Compliance Monitoring Unit (CMU) requirements and equal employment opportunity compliance monitoring.

- c. A thorough understanding of Caltrans Labor compliance practices and procedures.

EXHIBIT “B”
“PRICE PROPOSAL”

Attachment: 22-1002768 - GCAP Services, Inc. - PDF (8719 : On-Call Labor Compliance)

PRICE PROPOSAL



**Price List – Attachment B for:
(Time and Materials)**

RFP No. 22-1002768

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate
Sylvia Linn	LCO/Program Manager	Oversight/Governance/PM	\$ 150.00
Kim Morales	Senior LC Analyst	Oversight/LC Monitoring	\$ 110.00
Stephannie Gabaldon	LC Analyst II	LC Monitoring	\$ 100.00
Ariana Fernandez	LC Analyst II	LC Monitoring/Reporting	\$ 100.00
Celeste Maldonado	LC Analyst I	LC Monitoring/Reporting	\$ 95.00
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$

Other Direct Cost Schedule (ODC)

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

Type of ODC	Unit Cost	Estimated Budget Amount
Mileage	\$ 0.585	\$ TBD
	\$	\$
	\$	\$
	\$	\$
	\$	\$

GCAP Services, Inc.

Proposer

Signature of Authorized Person

4/15/2022

Date

Attachment: 22-1002768 - GCAP Services, Inc. - PDF (8719 : On-Call Labor Compliance)

General Contract Information

Contract No: 22-1002769 Amendment No.: _____
 Contract Class: Payable Department: Special Projects
 Vendor No.: 03797 Vendor Name: Cumming Management Group Inc.
 Description: On-Call Labor Compliance

Dollar Amount

Original Contract	\$	166,666.00	Original Contingency	\$	-
Prior Amendments			Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment			Current Amendment	\$	-
Total/Revised Contract Value	\$	166,666.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	166,666.00

Contract Authorization

Board of Directors Date: 07/06/2022 Board Item # 8719

Contract Management (Internal Purposes Only)

Other Contracts _____ Sole Source? No No Budget Adjustment _____

Local _____ Professional Services (Non-A&E) _____ N/A _____

Accounts Payable

Estimated Start Date: 07/31/2022 Expiration Date: 07/31/2025 Revised Expiration Date: _____

NHS: N/A QMP/QAP: N/A Prevailing Wage: N/A

Sub-						Total Contract Funding:		Total Contingency:	
Fund	Prog	Task	Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$
GL								166,666.00	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-

Shaneka Morris

Bea Valdez

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes: multi funded depending on the project.

Attachment: 22-1002769 Cumming Management Group, Inc. CSSS-print (8719 : On-Call Labor Compliance)

CONTRACT NO. 22-1002769**BY AND BETWEEN****SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY****AND****CUMMING MANAGEMENT GROUP, INC.****FOR****ON-CALL LABOR COMPLIANCE SERVICES**

This contract ("Contract") is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and Cumming Management Group, Inc., ("CONSULTANT"), whose address is 25220 Hancock Ave., Ste. 440, Murrieta, CA 92562. SBCTA and CONSULTANT are each a "Party" and are collectively the "Parties".

RECITALS:

WHEREAS, SBCTA requires certain work services as described in Exhibit "A" of this Contract; and

WHEREAS, CONSULTANT has confirmed that CONSULTANT has the requisite professional qualifications, personnel and experience and is fully capable and qualified to perform the services identified herein; and

WHEREAS, CONSULTANT desires to perform all Work identified herein and to do so for the compensation and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. SCOPE OF WORK

- 1.1 CONSULTANT agrees to perform the work and services set forth in Exhibit A "Scope of Work" ("Work"), in accordance with all applicable professional standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined herein, but only upon SBCTA's issuance of and in accordance with the terms and instructions contained in one or more written Contract Task Orders ("CTO") executed by both parties. The word "Work" includes, without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the

Work performed hereunder shall be completed to the satisfaction of SBCTA, with SBCTA's satisfaction being based on prevailing applicable professional standards.

- 1.2 The Project Manager for this Contract is Shaneka M. Morris, or such other designee as shall be designated in written notice to CONSULTANT from time to time by SBCTA's Director of Special Projects and Strategic Initiatives or his or her designee. The Project Manager shall have authority to act on behalf of SBCTA in administering this Contract, including giving notices (including, without limitation, notices of default and/or termination), technical directions and approvals; issuing, executing and amending CTOs; and demanding performance and accepting work performed, but is not authorized to receive or issue payments or execute amendments to the Contract itself.

ARTICLE 2. CONTRACT TERM

The Contract term shall commence upon issuance of a written Notice To Proceed or Notice of Executed Contract (NTP) issued by SBCTA's Procurement Division, and shall continue in full force and effect through July 31, 2025, until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any Work performed or costs incurred prior to issuance of the NTP.

SBCTA at its sole discretion may extend the original term of the Contract for two (2) one (1) year option terms. The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed July 31, 2027.

ARTICLE 3. COMPENSATION

- 3.1 Total compensation to CONSULTANT for full and complete performance of Services in compliance with all the terms and conditions of this Contract and any CTOs issued shall not exceed the amount set forth in 3.2 below.
- 3.2 The total Not-To-Exceed Amount for all CTOs issued to CONSULTANT is Five Hundred Thousand (\$500,000). All services shall be reimbursed pursuant to the hourly labor rates identified in Exhibit B "Price Proposal" and the executed CTO. The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and shall include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amount identified in Exhibit B. SBCTA will not reimburse for any expenses not shown in Exhibit B.
- 3.3 As need for Labor Compliance Services arises, SBCTA will issue a request for CTOs based on services and costs identified in 3.2, above. SBCTA does not guarantee any certain number of CTOs will be issued during the term of this Contract. Award of CTOs is at the sole discretion of SBCTA.
- 3.4 Intentionally Omitted.
- 3.5 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Contract shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.

- 3.5.1 CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 3.5.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31, or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be repaid by CONSULTANT to SBCTA.
- 3.6 Any Work provided by CONSULTANT not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be CONSULTANT's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.

ARTICLE 4. INVOICING

- 4.1 Payment to CONSULTANT as provided herein shall be payable in four (4) week billing period payments, forty-five (45) calendar days after receipt of an acceptable invoice by SBCTA of an invoice prepared in accordance with instructions below. Payment shall not be construed to be an acceptance of Work.
- 4.2 CONSULTANT shall prepare invoices in a form satisfactory to and approved by SBCTA, which shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a four-week billing period and will be marked with SBCTA'S contract number, description and task order number, if applicable. Invoices shall be submitted within thirty (30) calendar days for the period covered by the invoice except for the month of June, which will require the invoice to be submitted by July 10th. Invoices shall include request for payment for Work (including additional services authorized by SBCTA) completed by CONSULTANT during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT's sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCTA has received and approved all Work and deliverables. Invoices should be e-mailed to SBCTA at the following address:

ap@gosbcta.com

For large files over 30 megabytes, invoices can be submitted using this link:

<https://sanbag-lfweb.sanbag.ca.gov/Forms/Invoice-submission>

- 4.3 CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCTA, that CONSULTANT has fully performed the Work invoiced pursuant to the Contract for the period covered, that all information included with the invoice is true and correct, and that all payments to and claims of CONSULTANT and its subconsultants for Work during the period will be satisfied upon making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.

- 4.4 Intentionally Omitted
- 4.5 No payment will be made prior to approval of any Work, nor for any Work performed prior to the NTP or the issuance of an applicable CTO, nor for any Work under any amendment to the Contract until SBCTA's Awarding Authority takes action.
- 4.6 CONSULTANT agrees to promptly pay each subconsultant for the satisfactory completion of all Work performed under this Contract no later than ten (10) calendar days from the receipt of payment from SBCTA. CONSULTANT also agrees to return any retainage payments to each subconsultant within ten (10) calendar days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval by SBCTA. SBCTA reserves the right to request documentation from CONSULTANT showing payment has been made to its subconsultants. SBCTA also reserves the right, at its own sole discretion, to issue joint checks to CONSULTANT and any subconsultant(s), which shall constitute payment to CONSULTANT in compliance with the terms of this Contract. This clause applies to both DBE and non-DBE subconsultants.
- 4.7 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31 are subject to repayment by CONSULTANT to SBCTA.

ARTICLE 5. TAXES, DUTIES AND FEES

Except to the extent expressly provided elsewhere in this Contract, CONSULTANT shall pay when due, and the compensation set forth herein, shall be inclusive of all: a) local, municipal, State, and federal sales and use taxes; b) excise taxes; c) taxes on personal property owned by CONSULTANT; and d) other governmental fees and taxes or charges of whatever nature applicable to CONSULTANT to enable it to conduct business.

ARTICLE 6. AVAILABILITY OF FUNDS

The award and performance of this Contract is contingent on the availability of funds. If funds are not appropriated and/or allocated and available to SBCTA for the continuance of Work performed by CONSULTANT, Work directly or indirectly involved may be suspended or terminated by SBCTA at the end of the period for which funds are available. When SBCTA becomes aware that any portion of Work will or may be affected by a shortage of funds, it will promptly notify CONSULTANT. Nothing herein shall relieve SBCTA from its obligation to compensate CONSULTANT for work already performed pursuant to this Contract. No penalty shall accrue to SBCTA in the event this provision is exercised.

ARTICLE 7. PERMITS AND LICENSES

CONSULTANT shall, without additional compensation, keep current all governmental permits, certificates and licenses (including professional licenses) and required registrations necessary for CONSULTANT to perform Work identified herein.

ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

- 8.1 CONSULTANT shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a

period of three (3) years from the date of final payment by SBCTA, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer. CONSULTANT shall provide SBCTA, the California State Auditor, or other authorized representatives of SBCTA access to Consultants' records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONSULTANT further agrees to maintain separate records for costs of Work performed by amendment. CONSULTANT shall allow SBCTA and its representatives or agents to reproduce any materials as reasonably necessary.

- 8.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA and/or any state or federal agency funding this Work at any time. After CONSULTANT receives any audit recommendations, the cost or price proposal shall be adjusted by CONSULTANT and approved by SBCTA's Project Manager to conform to the audit recommendations. CONSULTANT agrees that individual items of cost identified in the audit report may be incorporated into the Contract at SBCTA's sole discretion. Refusal by CONSULTANT to incorporate the audit or post award recommendations will be considered a breach of the Contract and cause for termination of the Contract. Any dispute concerning the audit findings of this Contract shall be reviewed by SBCTA's Chief Financial Officer. CONSULTANT may request a review by submitting the request in writing to SBCTA within thirty (30) calendar days after issuance of the audit report
- 8.3 Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE 9. RESPONSIBILITY OF CONSULTANT

- 9.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and assurance of compliance with all applicable federal, State and local laws and regulations and other Work furnished by CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for Work performance stipulated in the Contract.
- 9.2 In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, CONSULTANT shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality, and the Work performed by CONSULTANT within the areas of CONSULTANT's expertise. At any time during performance of the Scope of Work, should CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties which could pose potential risk to SBCTA, CONSULTANT shall immediately document such matters and notify SBCTA in writing.. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

ARTICLE 10. REPORTING AND DELIVERABLES

All reports and deliverables shall be submitted in accordance with Exhibit A "Scope of Work". At a minimum, CONSULTANT shall submit monthly progress reports with their monthly invoices. The report shall be sufficiently detailed for SBCTA to determine if CONSULTANT is performing to expectations and is on schedule; to provide communication of interim findings; and to sufficiently address any difficulties or problems encountered, so remedies can be developed.

ARTICLE 11. TECHNICAL DIRECTION

- 11.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager, identified in Section 1.2, upon issuance of the NTP and/or subsequently by written notice during the Contract. The term "Technical Direction" is defined to include, without limitation:
- 11.1.1 Directions to CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the Scope of Work.
 - 11.1.2 Provision of written information to CONSULTANT which assists in the interpretation of reports or technical portions of the Scope of Work described herein.
 - 11.1.3 Review and, where required by the Contract, approval of technical reports and technical information to be delivered by CONSULTANT to SBCTA under the Contract.
 - 11.1.4 SBCTA's Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications are limited to: substitutions of personnel identified in the Contract, including Key Personnel and subconsultants; modifications to classifications, hourly rates and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All such modifications will be documented in writing between the Parties.
- 11.2 Technical Direction must be within the Scope of Work under this Contract. SBCTA's Project Manager does not have the authority to, and may not, issue any Technical Direction which:
- 11.2.1 Increases or decreases the Scope of Work;
 - 11.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;
 - 11.2.3 Constitutes a change as defined in the "CHANGES" Article of the Contract;
 - 11.2.4 In any manner causes an increase or decrease in the Contract price as identified in the "COMPENSATION" Article or the time required for Contract performance;
 - 11.2.5 Changes any of the expressed terms, conditions or specifications of the Contract, unless identified herein;
 - 11.2.6 Interferes with CONSULTANT's right to perform the terms and conditions of the Contract unless identified herein; or
 - 11.2.7 Approves any demand or claims for additional payment.
- 11.3 Failure of CONSULTANT and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the provisions of the "DISPUTES" Article herein.
- 11.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.

11.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in sections 11.2.1 through 11.2.7 above, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from CONSULTANT, SBCTA shall:

11.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of CONSULTANT's letter that the Technical Direction is or is not within the scope of this Contract.

11.5.2. Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

ARTICLE 12. CHANGES

12.1 The Work shall be subject to changes by additions, deletions, or revisions made by SBCTA. CONSULTANT will be advised of any such changes by written notification from SBCTA describing the change. This notification will not be binding on SBCTA until SBCTA's Awarding Authority has approved an amendment to this Contract.

12.2 Promptly after such written notification of change is given to CONSULTANT by SBCTA, the Parties will attempt to negotiate a mutually agreeable adjustment to compensation or time of performance, and amend the Contract accordingly.

ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY

13.1 During the term of this Contract, CONSULTANT shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military or veteran status. CONSULTANT agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

13.2 The CONSULTANT and all subconsultants shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, CONSULTANT and all subconsultants will ensure their services are consistent with and comply with obligations and procedures outlined in SBCTA's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.

ARTICLE 14. CONFLICT OF INTEREST

CONSULTANT agrees that it presently has no interest, financial or otherwise, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Work required under this Contract or be contrary to the interests of SBCTA as to the Program. CONSULTANT further agrees that in the performance of this Contract, no person having any such interest shall be employed. CONSULTANT is obligated to fully disclose to SBCTA, in writing, any conflict of interest issues as soon as they are known to CONSULTANT. CONSULTANT agrees that CONSULTANT and its staff shall comply with SBCTA's Conflict of Interest Policy, No. 10102.

ARTICLE 15. KEY PERSONNEL

The personnel specified below are considered to be essential to the Work being performed under this Contract. Prior to diverting any of the specified individuals to other projects, or reallocation of any tasks or hours of Work that are the responsibility of Key Personnel to other personnel, CONSULTANT shall notify SBCTA in writing in advance and shall submit justifications (including proposed substitutions, resumes and payroll information to support any changes to the labor rates) in sufficient detail to permit evaluation of the impact on the Project. Diversion or reallocation of Key Personnel shall not be made without prior written consent of SBCTA's Project Manager. CONSULTANT shall not substitute any Key Personnel without the prior written consent of SBCTA. In the event that the Parties cannot agree as to the substitution of Key Personnel, SBCTA may terminate this Contract. Key Personnel are:

Name	Job Classification/Function
Eileen Ta	Compliance Director/Program Manager
Toby Bautista	Senior Compliance Manager
Stephanie Eaves	Compliance Manager
Nelson Cebrian	Compliance Analyst
Edith Bolanos	Compliance Analyst

ARTICLE 16. REPRESENTATIONS

All Work supplied by CONSULTANT under this Contract shall be supplied by personnel who are qualified, careful, skilled, experienced and competent in their respective trades or professions. CONSULTANT agrees that they are supplying professional services, findings, and/or recommendations in the performance of this Contract and agrees with SBCTA that the same shall conform to professional standards that are generally accepted in the profession in the State of California.

ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 17.1 If, as a part of this Contract, CONSULTANT is required to produce materials, documents data, or information ("Products"), then CONSULTANT, if requested by SBCTA, shall deliver to SBCTA the original of all such Products, which shall become the sole property of SBCTA.
- 17.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of SBCTA.

- 17.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONSULTANT from or through SBCTA unless (a) the information was known to CONSULTANT prior to obtaining same from SBCTA, or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subconsultants, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article, which are produced by CONSULTANT shall remain confidential until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act, or other law, or otherwise become public information through no fault of CONSULTANT, or its employees or agents.
- 17.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 17.5 All press releases, or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by both Parties.
- 17.6 CONSULTANT, its employees, agents and subconsultants shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information ("PII") and/or Sensitive Security Information ("SSI") will be required to execute a Confidentiality Agreement.

ARTICLE 18. TERMINATION

- 18.1 Termination for Convenience - SBCTA shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of Work and shall preserve Work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.
- 18.1.1 CONSULTANT shall deliver to SBCTA all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.
- 18.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.

18.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.

18.2 Termination for Cause - In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONSULTANT, or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its subconsultants related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the deliverables and finished Work by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, of the same or any other provision, nor be deemed to waive, amend, or modify any term of this Contract.

18.2.1 CONSULTANT shall deliver to SBCTA all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA within ten (10) working days of said notice.

18.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONSULTANT be entitled to any payment for prospective profits or any damages because of such termination.

ARTICLE 19. STOP WORK ORDER

Upon failure of CONSULTANT or its subconsultants to comply with any of the requirements of this Contract, SBCTA shall have the right to stop any or all Work affected by such failure until such failure is remedied or to terminate this Contract in accordance with Article 18 "Termination".

ARTICLE 20. CLAIMS

SBCTA shall not be bound to any adjustments in the Contract amount or schedule unless expressly agreed to by SBCTA in writing. SBCTA shall not be liable to CONSULTANT for any claim asserted by CONSULTANT after final payment has been made under this Contract.

ARTICLE 21. INSURANCE

21.1 Prior to commencing the Work, subject to the provisions of Article 21.2 “General Provisions”, and at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT and all sub-consultants of every tier performing any Work under this contract shall, at CONSULTANT’s and sub-consultant's sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:

21.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than \$3,000,000 per claim
- An annual aggregate limit of not less than \$5,000,000
- Coverage shall be appropriate for the CONSULTANT’s profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT’s professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.
- If Coverage is on a claims made basis:
 - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.
 - CONSULTANT shall secure and maintain “tail” coverage for a minimum of Five (5) years after Contract completion.

21.1.2 Worker’s Compensation/Employer’s Liability. The policies must include the following:

- Coverage A. Statutory Benefits
- Coverage B. Employer’s Liability
- Bodily Injury by accident - \$1,000,000 per accident
- Bodily Injury by disease - \$1,000,000 policy limit/\$1,000,000 each employee

Such policies shall contain a waiver of subrogation in favor of the parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable workers’ compensation laws in effect during performance of the Work by CONSULTANT or any subconsultant of any tier. All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONSULTANT and all parties named as Indemnitees below. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

21.1.3. Commercial General Liability. The policy must include the following:

- Consultant shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella

commercial liability insurance, with a combined limit of liability of not less than **\$5,000,000 each occurrence.**

- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
 - \$2,000,000 per occurrence limit for property damage or bodily injury
 - \$2,000,000 per occurrence limit for personal injury and advertising injury
 - \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage,
- If a general aggregate applies, it shall apply separately to this project/location. The contract number and brief explanation of the project/work must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 25 04).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

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

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

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

21.1.4 Umbrella/Excess CGL. The policy must include the following:

- If the CONSULTANT elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:
 - The umbrella or excess policy shall follow form over the CONSULTANT's primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
 - The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
 - The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

- The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.

There shall be no statement limiting the coverage provided to the parties listed as additionally insureds or as indemnitees below.

21.1.5 Commercial Auto. The policy must include the following:

- A total limit of liability of not less than **\$5,000,000** each accident. This total limits of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
- Combined Bodily Injury and Property Damage Liability insurance. The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

21.1.6 Pollution Liability - Intentionally Omitted

21.1.7 Cyber (Technology) Liability Insurance -

- Policy form appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence.
- Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security.
- The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA in the care, custody, or control of the CONSULTANT.
 - If not covered under the CONSULTANT's liability policy, such "property" coverage of SBCTA may be endorsed onto the CONSULTANT's Cyber Liability Policy as covered property as follows:
 - Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA that will be in the care, custody, or control of CONSULTANT.

21.1.8 Railroad Protective Liability - Intentionally Omitted

21.2. General Provisions

- 21.2.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VIII or better and if policies are written by insurance carriers that are non-admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-X or better, unless otherwise approved in writing by SBCTA's Risk Manager.
- 21.2.2 Additional Insured Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name San Bernardino County Transportation Authority and its officers, directors, members, employees, and agents, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability, but shall allow coverage for SBCTA to the full extent provided by the policy.
- 21.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.
- 21.2.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-CONSULTANT to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. Without SBCTA's Risk Manager's expressed written approval, no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate

such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, in its sole discretion, deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The Consultant's policies will neither obligate nor prohibit SBCTA or any other Additional Insured from paying any portion of any Consultant's deductible or SIR.

- 21.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant, with the exception of Professional Liability and Worker's Compensation, shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13, to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants', automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 21.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA, in connection with the subject matter of the WORK. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.
- 21.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at insurance@gosbcta.com, to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.
- 21.2.8 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance

coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultant of any tier, of their obligations to exercise due care in the performance of their duties in connection with the Work and to complete the Work in strict compliance with the Contract.

- 21.2.9 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 21.2.10 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultant(s) to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.
- 21.2.11 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.
- 21.2.12 Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 22. INDEMNITY

- 22.1 To the extent, but only to the extent, that CONSULTANT's Work falls within the scope of Civil Code Section 2782.8, the following indemnification is applicable:

CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by SBCTA) SBCTA and its authorized officers, employees, agents and volunteers (collectively "Indemnitees"), from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of the professional.

- 22.2 For all other Work, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA and its authorized officers, employees, agents and volunteers ("Indemnitees"), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by SBCTA on account of any

claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CONSULTANT's indemnification obligation applies to SBCTA's "active" as well as "passive" negligence, but does not apply to SBCTA's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

ARTICLE 23. ERRORS AND OMISSIONS

CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all Work required under this Contract. CONSULTANT shall be liable for SBCTA's costs resulting from errors or deficiencies in Work furnished under this Contract, including, but not limited to, any fines, penalties, damages, and costs required because of an error or deficiency in the Work provided by CONSULTANT under this Contract.

ARTICLE 24. OWNERSHIP OF DOCUMENTS

All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by CONSULTANT under this Contract shall become the sole property of SBCTA when prepared, whether delivered to SBCTA or not.

ARTICLE 25. SUBCONTRACTS

- 25.1 CONSULTANT shall not subcontract performance of all or any portion of Work under this Contract, except to those subconsultants listed in CONSULTANT's proposal, without first notifying SBCTA in writing of the intended subcontracting and obtaining SBCTA's written approval of the subcontracting and the subconsultant. The definition of subconsultant and the requirements for subconsultants hereunder shall include all subcontracts at any tier.
- 25.2 CONSULTANT agrees that any and all subconsultants of CONSULTANT performing Work under this Contract will comply with the terms and conditions of this Contract applicable to the portion of Work performed by them. CONSULTANT shall incorporate all applicable provisions of this Contract into their subcontracts regardless of the tier. If requested by SBCTA, CONSULTANT shall furnish SBCTA a copy of the proposed subcontract for SBCTA's approval of the terms and conditions thereof and shall not execute such subcontract until SBCTA has approved such terms and conditions. SBCTA's approval shall not be unreasonably withheld.
- 25.3 Approval by SBCTA of any Work to be subcontracted and the subconsultant to perform said Work will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said Work. Any substitution of subconsultants must be approved in writing by SBCTA. CONSULTANT shall have sole responsibility for managing all of their subconsultants, including resolution of any disputes between CONSULTANT and its subconsultants.

ARTICLE 26. RECORD INSPECTION AND AUDITING

SBCTA or any of its designees, representatives, or agents shall at all times have access during normal business hours to CONSULTANT's operations and products wherever they are in preparation or progress, and CONSULTANT shall provide sufficient, safe, and proper facilities for such access and inspection thereof. Inspection or lack of inspection by SBCTA shall not be deemed to be a waiver of

any of their rights to require CONSULTANT to comply with the Contract or to subsequently reject unsatisfactory Work or products.

ARTICLE 27. INDEPENDENT CONTRACTOR

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

ARTICLE 28. ATTORNEY'S FEES

If any legal action is instituted to enforce or declare any Party's rights under the Contract, each Party, including the prevailing Party, must bear its own costs and attorneys' fees. This Article shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a Party hereto and payable under the "Indemnity" provision of the Contract.

ARTICLE 29. GOVERNING LAW AND VENUE

This Contract shall be subject to the law and jurisdiction of the State of California. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any Party to this Contract will be the Superior Court of California, San Bernardino County. Each Party hereby waives any law or rule of court that would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County.

ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS

CONSULTANT warrants that in the performance of this Contract it shall comply with all applicable federal, State and local laws, ordinances, rules and regulations.

ARTICLE 31. PRECEDENCE

- 31.1 The Contract consists of these Contract Articles, Exhibit A “Scope of Work”, and Exhibit B “Price Proposal”, SBCTA’s Request for Proposal and CONSULTANT’s proposal, all of which are incorporated into this Contract by this reference.
- 31.2 The following order of precedence shall apply: first, the Contract Articles; second, Exhibits A and B; third, SBCTA’s Request for Proposal; and last, CONSULTANT’s proposal. In the event of a conflict between the Contract Articles and the Scope of Work, the Contract Articles will prevail.
- 31.3 In the event of an express conflict between the documents listed in this Article, or between any other documents which are a part of the Contract, CONSULTANT shall notify SBCTA in writing within three (3) business days of its discovery of the conflict and shall comply with SBCTA's resolution of the conflict.

ARTICLE 32. COMMUNICATIONS AND NOTICES

Notices sent by mail shall be by United States Mail, postage paid, certified mail (return receipt requested). Any and all notices permitted or required to be given hereunder shall be deemed duly given and received: (a) upon actual delivery, if delivery is personally made or if made by fax or email during regular business hours; (b) the first business day following delivery by fax or email when not made during regular business hours; or (c) on the fourth business day after deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. CONSULTANT shall notify SBCTA of any contact information changes within ten (10) business days of the change.

To Cumming Management Group, Inc.	To SBCTA
25220 Hancock Avenue, Suite 440	1170 W. 3rd Street, 2nd Floor
Murrieta, CA 92562	San Bernardino, CA 92410-1715
Attn: Anthony Sanchez	Attn: Shaneka Morris
Email: asanchez@cumming-group.com	Email: Smorris@gosbcta.com
Phone: 323-855-4710	Phone: (909) 884-8276
2 nd Contact: Eileen Ta	Copy: Procurement Manager
Email: eta@cumming-group.com	Email: procurement@gosbcta.com

ARTICLE 33. DISPUTES

- 33.1 In the event any dispute, other than an audit, arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, Work to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA’s Director of Special Projects and Strategic Initiatives within thirty (30) calendar days after notice thereof in writing, which notice shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have ten (10) calendar days after receipt of the decision in which to file a written appeal thereto with SBCTA’s Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such dispute may be reviewed by a court of competent jurisdiction.

33.2 During resolution of the dispute, CONSULTANT shall proceed with performance of this Contract with due diligence.

ARTICLE 34. GRATUITIES

CONSULTANT, its employees, agents, or representatives shall not offer or give to any officer, official, agent or employee of SBCTA, any gift, entertainment, payment, loan, or other gratuity.

ARTICLE 35. REVIEW AND ACCEPTANCE

All Work performed by CONSULTANT shall be subject to periodic review and approval by SBCTA at any and all places where such performance may be carried on. Failure of SBCTA to make such review or to discover defective work shall not prejudice the rights of SBCTA at the time of final acceptance. All Work performed by CONSULTANT shall be subject to periodic and final review and acceptance by SBCTA upon completion of all Work.

ARTICLE 36. CONFIDENTIALITY

Any SBCTA communications or materials to which CONSULTANT or its subconsultants or agents have access, or materials prepared by CONSULTANT under the terms of this Contract, shall be held in confidence by CONSULTANT, who shall exercise reasonable precautions to prevent the disclosure of confidential information to anyone except as expressly authorized by SBCTA. Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine and shall be confidential. CONSULTANT shall not release any reports, information or promotional material, or allow for the use of any photos related to this Contract, for any purpose without prior written approval of SBCTA. CONSULTANT agrees to inform itself and make its employees, agents, and subconsultants aware of the requirements of SBCTA's privacy and confidentiality policies and to abide by the same.

ARTICLE 37. EVALUATION OF CONSULTANT

CONSULTANT's performance may be evaluated by SBCTA periodically throughout the Contract performance period, such as at the completion of certain milestones as identified in Scope of Work and/or at the completion of the Contract. A copy of the evaluation will be given to CONSULTANT for their information. The evaluation information shall be retained as part of the Contract file and may be used to evaluate CONSULTANT if they submit a proposal on a future RFP issued by SBCTA.

ARTICLE 38. SAFETY

CONSULTANT shall strictly comply with OSHA regulations and local, municipal, state, and federal safety and health laws, orders and regulations applicable to CONSULTANT's operations in the performance of Work under this Contract. CONSULTANT shall comply with all safety instructions issued by SBCTA or its representatives.

ARTICLE 39. DRUG FREE WORKPLACE

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

ARTICLE 40. ASSIGNMENT

CONSULTANT shall not assign this Contract in whole or in part, voluntarily, by operation of law, or otherwise, without first obtaining the written consent of SBCTA. SBCTA's exercise of consent shall be within its sole discretion. Any purported assignment without SBCTA's prior written consent shall be void and of no effect, and shall constitute a material breach of this Contract. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the Parties.

ARTICLE 41. AMENDMENTS

The Contract may only be changed by a written amendment duly executed by the Parties. Work authorized under an amendment shall not commence until the amendment has been duly executed.

ARTICLE 42. PREVAILING WAGES

42.1 The State of California's General Prevailing Wage Rates are not applicable to this Contract.

ARTICLE 43. CONTINGENT FEE

CONSULTANT warrants by execution of this Contract that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, SBCTA has the right to terminate this Contract without liability, pay only for the value of the Work actually performed, or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 44. FORCE MAJEURE

CONSULTANT shall not be in default under this Contract in the event that the Work performed by CONSULTANT is temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, and natural disasters such as floods, earthquakes, landslides, and fires, or other catastrophic events which are beyond the reasonable control of CONSULTANT and which CONSULTANT could not reasonably be expected to have prevented or controlled. "Other catastrophic events" does not include the financial inability of CONSULTANT to perform or failure of CONSULTANT to obtain either any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of CONSULTANT.

ARTICLE 45. WARRANTY

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

remedies it may have, may take the necessary steps to correct the breach, and the CONSULTANT shall promptly reimburse SBCTA for all expenses and costs incurred.

ARTICLE 46. ENTIRE DOCUMENT

- 46.1 This Contract constitutes the sole and only agreement governing the Work and supersedes any prior understandings, written or oral, between the Parties respecting the services which are the subject of this Contract. All previous proposals, offers, and other communications, written or oral, relative to this Contract are superseded except to the extent that they have been expressly incorporated into this Contract.
- 46.2 No agent, official, employee or representative of SBCTA has any authority to bind SBCTA to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.
- 46.3 Both Parties have been represented or had the full opportunity to be represented by legal counsel of their own choosing in the negotiation and preparation of this Contract. Therefore, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning and not for or against either Party.

ARTICLE 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

CONSULTANT shall comply with all applicable provisions of the Americans with Disabilities Act in performing Work under this Contract.

ARTICLE 48. EFFECTIVE DATE

The date that this Contract is executed by SBCTA shall be the Effective Date of the Contract.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Contract below.

**CUMMING MANAGEMENT GROUP,
INC. A CALIFORNIA
CORPORATION**

**SAN BERNARDINO COUNTY
TRANSPORTATION
AUTHORITY**

By: _____
Anthony Sanchez
Executive Vice President

Date: _____

By: _____
Art Bishop
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

CONCURRENCE

By: _____
Beatriz Valdez
Director of Special Projects and
Strategic Initiatives

Date: _____

Attachment: 22-1002769 - Cumming Management Group, Inc. - PDF (8719 : On-Call Labor Compliance)

EXHIBIT “A”
“SCOPE OF WORK”

Attachment: 22-1002769 - Cumming Management Group, Inc. - PDF (8719 : On-Call Labor Compliance)

“SCOPE OF WORK”

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A. **DESCRIPTION OF SERVICES**

The San Bernardino County Transportation Authority (SBCTA) receives Federal, State and Local funds for the construction of various Public Works projects. As a condition of receiving this funding, SBCTA is required to follow Federal and State statutes and guidelines, which impose upon SBCTA a wide range of prevailing wage labor compliance responsibilities. The prevailing wage requirements are identified in the Public Works contracts issued by SBCTA and by Federal (if applicable) and State labor codes. A prime consultant and contractor and any tier subcontractor, by entering into or performing work under SBCTA Public Works projects, agree to comply with all provisions of Federal (if applicable) and State labor codes applicable to Public Works projects.

SBCTA will utilize CONSULTANT services on an “On-Call” basis to act as SBCTA’s Labor Compliance Officer and provide labor compliance oversight and technical support associated with various types (construction and pre-construction activities) of public works projects. The CONSULTANT will demonstrate detailed knowledge of Caltrans and California Division of Labor Standards Enforcement (DSLE) Compliance Monitoring Unit (CMU), the United States Department of Labor Regulations and Guidelines, and equal employment opportunity compliance monitoring requirements as well as knowledge of the Davis Bacon Act, the Copeland “Anti-Kickback” Act, the Contract Work Hour and Safety Standards Act.

The CONSULTANT is to coordinate, audit, train, advice and oversee agency wide labor compliance and Equal Employment Opportunity (EEO) compliance for all projects overseen by SBCTA, that includes requirements of the United State Department of Labor (DOL) and the California Division of Labor Standards Enforcement (DSLE) Compliance Monitoring Unit (CMU). The CONSULTANT will also provide labor compliance review and monitoring of consultant services (Pre-Construction activities) covered by prevailing wage requirements.

Federal and State oversight agencies provide intermittent audits/reviews of SBCTA’s labor compliance monitoring activities to assess SBCTA’s compliance with these requirements. It’s SBCTA’s responsibility to ensure these requirements are being met by the consultants and prime contractors and any tier subcontractor, and to take appropriate corrective action when these requirements have not been met. The CONSULTANT will take the lead in coordinating and addressing any State or Federal compliance review and monitoring.

CONSULTANT shall provide qualified personnel to perform a wide variety of labor compliance services, EEO and contract administration duties as outlined in this Scope of Services for the Program.

SBCTA designates a Project Manager to coordinate all construction and construction related activities. The CONSULTANT shall receive direction from SBCTA through the Project Manager, or designee. SBCTA’s Project Manager will be the main contact and primary source of information between SBCTA, CONSULTANT, cities, outside agencies, supporting consultants and the public.

B. **PERFORMANCE REQUIREMENTS**

Labor Compliance Officer: CONSULTANT shall furnish a Program Manager to coordinate CONSULTANT operations with SBCTA. The Program Manager shall be responsible for all matters related to CONSULTANT personnel and operations. The Program Manager shall also serve as the Labor Compliance Officer (LCO). The LCO shall be assigned to direct and coordinate activities under this contract. Staff may be assigned to each specific project responsibilities as needed.

Labor Compliance Monitoring Staff: The number of CONSULTANT personnel assigned to the contract will vary throughout the duration of the Contract. CONSULTANT personnel will be assigned, in varying levels of responsibility, as needed by the CONSULTANT to meet the SBCTA's various construction activities and schedules.

CONSULTANT shall be knowledgeable of and comply with all applicable local, state, and federal regulations. CONSULTANT personnel shall cooperate and consult with SBCTA, State, and City officials during the course of the contract. CONSULTANT personnel shall keep accurate and timely records and document all work performed by the CONSULTANT.

Many of the Public Works projects undertaken by SBCTA are funded by United States Department of Transportation, including Federal Highway Administration (FHWA) and Federal Transit Administration (FTA). Depending on the funding source, SBCTA relies upon the guidance and protocol established by the Federal government and State of California and Caltrans for monitoring prevailing wage labor compliance, as specified in the following documents:

1. All applicable Federal requirements, including, but not limited to U.S. Department of Labor guidelines Sections 5333(b) Federal Transit Law; U.S. Department of Labor regulations; 29 CFR Part 5, Davis Bacon Act, 40 USC 276 a-276a(7) and the Contract Work Hour and Safety Standards Act, 40 USC 327 – 332; and Fair Labor Standards Act, as amended, 29 USC 206-207.
2. All applicable California Department of Transportation (Caltrans) manuals, including, but not limited to, Labor Compliance Manual, Construction Manual and Local Assistance Procedures Manual.
3. All applicable State of California requirements, including, but not limited to the Department of Labor.

While these documents are very thorough in prescribing the protocol to be implemented in monitoring labor compliance, it is often difficult to discern how the defined responsibilities translate to SBCTA and SBCTA Labor Compliance Consultants. It is the responsibility of the CONSULTANT to ensure that SBCTA is compliant with and adheres to all necessary State and Federal requirements.

C. DUTIES AND RESPONSIBILITIES

1. Program Administration:

The following roles and responsibilities are prescribed for SBCTA Public Works construction projects:

- a. Resident Engineer: The Resident Engineer (RE) is part of the SBCTA Construction Management team and is responsible for the enforcement of the labor contract provisions at the project level. The Resident Engineer may have additional staff and/or consultants to assist in this task.
- b. Program Manager/CONSULTANT: For Architectural & Engineering contracts, certain labor categories require the payment of prevailing wages. CONSULTANT is to review and monitor these contracts for labor compliance activities and proper payment of prevailing wages.

Be accessible to SBCTA at all times during regular business hours.

The Program Manager will assume the following functional responsibilities:

- 1) Review, monitor, train, and provide general direction for CONSULTANT personnel.
 - 2) Assign personnel to on an as-needed basis.
 - 3) Administer personal leave.
 - 4) Prepare monthly reports for delivery to SBCTA.
- c. Labor Compliance Officer/CONSULTANT: CONSULTANT is responsible for providing quality assurance on all labor compliance activities undertaken by SBCTA and its consultants and coordinating with the CMU.

This role includes the following duties participation in the Pre-Proposal/Pre-Bid Meeting, Preconstruction Conference, Document Tracking, Field Activity review, Certified Billing Review, Contractor Certified Payroll Reviews and/or Owner Operator Listings, Labor Requirements Enforcement and other related activities.

Other duties include the periodic review of project specific labor compliance monitoring activities performed by SBCTA and/or construction management labor compliance consultants and preparation of an internal report documenting the review findings. The report findings are to be used by SBCTA as an instrument to continually improve labor compliance practices on SBCTA Public Works projects. LCO duties include, but are not limited to, document reviews, field activity support, billing reviews, certified payroll review, investigations of labor complaints, enforcement of labor compliance requirements, training, and supporting SBCTA during administrative hearings.

- d. The Compliance Monitoring Unit or “CMU” is a component within the California Division of Labor Standards Enforcement (DLSE) that was created to monitor and enforce prevailing wage requirements on public works projects that receive state bond funding and on other projects that are legally required to use the CMU. The CMU began operations on January 1, 2012, following the adoption of AB 436 and approval of revisions to program regulations. By actively monitoring compliance on an ongoing basis while work is being performed, the CMU will play a special role in ensuring that public works construction workers are promptly paid the proper prevailing wage rates

and in helping maintain a level playing field for contractors who comply with the law. The CONSULTANT shall assist the SBCTA in managing and implementing this new requirement on all Prevailing Wage projects.

2. Pre-Proposal/ Pre Bid Conference:

As requested by SBCTA, CONSULTANT may need to attend the Pre-Proposal/Pre-Bid meeting to discuss Labor Compliance requirements with attendees. During the procurement process, CONSULTANT may be asked to draft responses to written questions submitted by proposers or bidders related to Prevailing Wage requirements.

3. Preconstruction Conference:

SBCTA, the Resident Engineer and the LCO shall participate in the project preconstruction conference to disseminate prevailing wage requirements to the project's prime contractor and its subcontractor team.

The content of the prevailing wage presentation shall be coordinated with SBCTA and the Resident Engineer prior to the preconstruction meeting, and shall cover the topics presented in the Caltrans Labor Compliance Manual (CLCM) Chapter 4 and as required by the CMU.

The preconstruction package should be provided to the general contractor and subcontractors' staff responsible for labor compliance that includes, but is not limited to the following items:

- Checklist
- Posters
- State and Federal wage determinations
- Labor Compliance Address labels and email addresses
- Forms

Items to cover during the presentation include the following:

- Explain correct payroll procedures
- Describe any recent labor law changes
- Obtain contractor's signature on preconstruction checklist
- Explain the CMU process and registration

4. Document Tracking:

SBCTA is responsible for monitoring the submittal of all required labor compliance documents submitted by the prime contractor and any tier subcontractor. The LCO in coordination with SBCTA shall monitor and audit this documentation on periodic basis. The following items provide the mechanism by which SBCTA and LCO are to monitor compliance with the document tracking requirements of SBCTA Public Works Projects:

A. Maintain project labor compliance files in accordance with the filing system prescribed in the Fair Labor Standards Act and Caltrans Labor Compliance Manual (CLCM), (CLCM § 1-204). Please refer to Wage and Hour Division [Fact sheet #21: Recordkeeping Requirements](#)

under the Fair Labor Standards Act (FLSA). These files are to be maintained for three years from final payment.

B. Assess Resident Engineer's Daily Reports and Resident Engineer's Weekly Status Reports (CLCM § 1-207). The Resident Engineer's Daily Reports provide a daily account of the activity on a project. From the Daily Reports, the Resident Engineer shall review and determine the contractors performing on the project for each day. Special attention shall be paid to the identification of lower tier subcontractors on the Daily Reports. These reports shall also provide information on the number and classification of workers performing daily on the project. The RE's Daily Reports shall be reviewed and assessed to ensure this information is appropriately captured by the RE. Weekly status reports provide a list of contractors and owner operators working on the project during the reporting week.

C. Labor Compliance Document Tracking System (CLCM § 1-208): SBCTA and the Resident Engineer are required to implement the use of a document tracking system to track the submittal of all required labor compliance forms/documents from each contractor performing on the project. The document tracking system may be in hardcopy or softcopy format, or a computer-based database may be used. Forms to be tracked include, but are not limited the following:

- a. Payroll Report
- b. Statement of Compliance
- c. Fringe Benefit Statement
- d. Owner Operator Listing (OOL)
- e. OOL Statement of Compliance
- f. Training Fund Contribution Report (CAC 2)
- g. Agreement to Train Apprentices (DAS Form 7)
- h. Apprentices on Public Works (DAS Form 10)
- i. Application of Certificate of Exemption (DAS Form 11)
- j. Public Works Contract Award Information (DAS Form 140)
- k. Federal-Aid Highway Construction Contractors EEO Report (FHWA Form 1391)
- l. FTA EEO-04
- m. PWC-100 Form
- n. Summary of 1391 (FHWA Form 1392)
- o. DBE Substitution Report
- p. DBE Utilization Final Report
- q. DVBE Utilization Final Report

The prime contractor must furnish weekly certified payrolls to SBCTA or to the CMU, depending, (including certified payrolls for each project subcontractor), who in turn will provide these documents to SBCTA or SBCTA's Labor Compliance Consultant. The due dates for these documents are specified in the contract documents. The Resident Engineer shall process document intake in accordance with CLCM § 1-209A.

D. Missing Document Request Process: Resident Engineer shall request from prime contractor, orally or in writing, any missing/delinquent labor compliance documents either by the prime or any tier subcontractor, per the requirements identified in the Public Works contract document. The LCO shall work with the project Resident Engineer to enforce the

contract requirements in the event of untimely or inadequate responses. CLCM § 1-301 Deductions and Withholds provide guidance on how to use withholding of funds to enforce the submittal of required labor compliance documents.

E. Process 3rd party requests for Certified Payroll information, in accordance with the guidance provided at CLCM §§ 1-401 through 403.

5. Field Activity:

Key information for the prime and subcontractor performance in meeting prevailing wage requirements is attained from the field by the RE or the CMU either through passive monitoring, such as receiving an employee complaint, or through active monitoring, such as through the performance of site visits to verify posting requirements or to perform employee interviews. The following activities are to be undertaken by Resident Engineer/CMU with oversight by the LCO.

A. Process Employee Complaints: SBCTA shall document all labor compliance related complaints received. All complaints are to be taken seriously, and must be investigated with findings documented in the labor compliance files for the project, consistent with the procedures specified in CLCM §§ 1-601 through 603. Any investigation resulting in the determination of non-compliance by the prime or any tier subcontractor must be dealt with through enforcement actions defined in the contract documents.

B. Verify Prime Contractor Job Site Postings: The prime contractor is required to post various labor compliance posters and documents at the job site. LCO must verify these postings at the start of the project and reverify the postings through the life of the project. The required postings will be identified at the beginning of the project.

C. Assess Accuracy of Resident Engineer Daily Reports: It is anticipated that the Resident Engineer's Daily Logs will provide an accurate account of the contractors performing on the job site as well as the number and classification of workers performing on the job site. As an added level of assurance, SBCTA and the LCO shall, during any site visit, compare their findings with the information contained in the Resident Engineer's Daily Logs. Any discrepancies shall be addressed with the Resident Engineer, leading to improved record keeping by both parties in the future.

D. Worker and Owner Operator Interviews: SBCTA and LCO shall perform employee interviews at a quantity, frequency and manner consistent with that prescribed in the CLCM §§ 1-501 through 502. Worker interviews shall account for at least 10% of all work-hours performed on the project.

6. Billing Review:

As part of LCO responsibility, the assessment of prime contractor change order invoicing against information submitted in certified payroll reports is to be performed, following the procedures identified in CLCM § 2-108.

SBCTA and LCO* shall review change order invoicing that uses man hour counts as its basis for billing against certified payroll reports for the period covered in the invoice to assess accuracy of the invoicing.

**** The Resident Engineer may perform this task if responsible for reviewing invoicing documentation.***

7. Certified Payroll Reviews

Certified payroll reviews are to be performed to identify errors in the payment of prevailing wages to workers employed on the project, as reported on certified payroll, and to identify the accuracy of information reported by comparing information gained from other sources and from the field. The certified payroll review activities to be performed on a monthly basis (complete weeks will be reviewed) by SBCTA and its Labor Compliance Consultant include:

A. From field reviews and inspection of Resident Engineer Daily Reports, identify the complete list of contractors (prime and any tier subcontractors) performing on the project during the audit month.

B. For any contractor new to the project identified above, audit all certified payroll and related information for a complete one month period. An audit of each worker for this period will help identify and resolve human error issues in the reporting of prevailing wage payments on the project. For other contractors, those that have previously performed on the project, perform spot audits at a rate of at least 10% of the work-hours for the monthly period. Complete procedures for performing certified payroll audits are provided in the CLCM §§ 2-101 through 107. These procedures include the following items:

- Check total workforce and their classifications against Resident Engineer Daily Reports
- Check hours against Resident Engineer Diaries and Employee interviews for that period, if any.
- Check prevailing wage rates based on worker classifications.
- Assess applicability and appropriateness of overtime pay, including weekends and holidays.
- Check the ratio of apprentices on project and their pay scale. (See CLCM §§ 2-301 through 305 for procedures).
- Validate other aspects of Certified Payroll data, including deductions, against supporting information submitted for all certified payrolls
- Assess applicability and appropriateness of travel and subsistence pay.
- Review appropriate paperwork for all apprentices on project.
- Check appropriateness of payments to owner operators on project as reported in owner operator listings.

In the event inadequate certified payroll and related documentation has been identified through the audit process above, SBCTA and LCO shall work with the Resident Engineer to resolve the inadequate certified payroll matter consistent with the enforcement requirements identified in the project contract.

8. Labor Requirement Enforcement

SBCTA and the LCO shall work with the project Resident Engineer to enforce the prevailing wage labor compliance requirements of the project. The activities to be performed by LCO include:

- A. Prepare report on potential prevailing wage violation(s) identified through monitoring activity.
- B. Working with the Resident Engineer, prepare written notification to prime contractor of potential prevailing wage violations and provide list of remedies with timeframes for prime contractor to respond. Sanctions for the potential prevailing wage violations shall also be identified in the notification, consistent with the sanctions prescribed in the project contract.
- C. Provide on-going support to Resident Engineer in resolving the potential prevailing wage violations.

D. **DELIVERABLES**

- 1. Quarterly Audits of construction management labor compliance services on all projects in format approved by SBCTA.
- 2. Monthly review of all consultant certified payroll review and fringe benefit statements for all employees who are subject to the State and/or Federal prevailing wage rates.
- 3. Monthly Status Report of all pending issues and the status of said issues.
- 4. Collection of FHWA Form 1391 and submittal of FHWA Form 1391 to FHWA by September each year.

E. **EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT**

CONSULTANT shall provide all necessary office space, equipment including software, materials, supplies, miscellaneous tools, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely.

F. **MATERIALS TO BE FURNISHED BY SBCTA**

None

G. **STANDARDS**

- 1. Federal and State of California requirements.
- 2. Caltrans standards.

H. **LIMITATIONS TO AUTHORITY**

CONSULTANT does not have the authority to:

1. Assume any of the responsibilities of SBCTA's consultants, contractors, contractors' Superintendent, or subcontractors.
2. Offer or receive incentives, inducements, or other forms of remuneration to or from the consultant or contractor to perform services or work outside the terms of any executed contracts for this Project.

J. THIRD PARTY RELATIONSHIPS

This Contract is intended to provide unique services for specific duties. SBCTA, however, is solely responsible for and will be the sole point of contact for all contractual matters related to the Labor Compliance duties. CONSULTANT shall take direction only from SBCTA and shall regularly inform only SBCTA of progress, outstanding issues, and all labor compliance and EEO related matters.

During the course of the Project, CONSULTANT may find occasion to meet with State CMU, Caltrans, City or County representatives, the design engineer, Project consultants, or other third parties who have assisted with the various projects. These entities may, from time to time, offer suggestions and/or recommendations regarding the Project or elements of the Project.

While SBCTA enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, CONSULTANT shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from SBCTA. All oral and written communication with outside agencies or consultants related to the contract shall be directed only to SBCTA. Distribution of contract or labor compliance review related communication and information should be at the sole discretion of SBCTA representatives.

M. PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

The quantity and qualifications of field personnel to be assigned will be determined by the scope of the Public Works Project and the degree of difficulty of required tasks to be performed. All personnel and personnel assignments are subject to approval by SBCTA. While some areas of responsibility may overlap, as a guideline, CONSULTANT personnel assigned to this contract should have the following minimum qualifications or a combination of education and experience:

1. Program Manager
 - a. A minimum of six (6) years' experience providing similar LCO services is desired.
 - b. The LCO will demonstrate detailed knowledge of Caltrans, Federal Department of Labor and State of California Division of Labor Standards Enforcement (DSLE) Compliance Monitoring Unit (CMU) requirements and equal employment opportunity compliance monitoring.

- c. A thorough understanding of Caltrans Labor compliance practices and procedures.

EXHIBIT “B”
“PRICE PROPOSAL”

Attachment: 22-1002769 - Cumming Management Group, Inc. - PDF (8719 : On-Call Labor Compliance)



Price Proposal

(Time and Materials)

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate	
Eileen Ta	Compliance Dir./Program Mgr.	Compliance Oversight	\$	150
Toby Bautista	Sr. Compliance Manager	Labor Compliance Services	\$	140
Stephanie Eaves	Compliance Manager	Labor Compliance Services	\$	130
Nelson Cebrian	Compliance Analyst	Labor Compliance Services	\$	120
Edith Bolanos	Compliance Analyst	Labor Compliance Services	\$	120
TBD	Compliance Admin	Administrative Tasks	\$	100
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	

Other Direct Cost Schedule (ODC)

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

Type of ODC	Unit Cost	Estimated Budget Amount	
Mileage	\$ IRS Established	\$	TBD
	\$ Rate	\$	
Reprographics	\$ At Cost: No	\$	TBD
	\$ Markup	\$	
	\$	\$	

Cumming Management Group, Inc.

Proposer

Signature of Authorized Person

April 27, 2022

Date

General Contract Information

Contract No: 23-1002832 Amendment No.: _____Contract Class: Payable Department: Special ProjectsVendor No.: 03314 Vendor Name: Gafcon, Inc.Description: On-Call Labor Compliance

Dollar Amount

Original Contract	\$	166,666.00	Original Contingency	\$	-
Prior Amendments			Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment			Current Amendment	\$	-
Total/Revised Contract Value	\$	166,666.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	166,666.00

Contract Authorization

Board of Directors Date: 07/06/2022 Board Item # 8719

Contract Management (Internal Purposes Only)

Other Contracts _____ Sole Source? No No Budget Adjustment _____

Local _____ Professional Services (Non-A&E) _____ N/A _____

Accounts Payable

Estimated Start Date: 07/31/2022 Expiration Date: 07/31/2025 Revised Expiration Date: _____NHS: N/A QMP/QAP: N/A Prevailing Wage: No

						Total Contract Funding:		Total Contingency:	
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$
GL								166,666.00	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-

Shaneka Morris

Bea Valdez

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes: multi funded depending on the project - CTO

Attachment: 23-1002832 Gafcon Inc. CSS-print (8719 : On-Call Labor Compliance)

CONTRACT NO. 23-1002832**BY AND BETWEEN****SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY****AND****GAFCON, INC.****FOR****ON-CALL LABOR COMPLIANCE SERVICES**

This contract ("Contract") is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and GAFCON, Inc., ("CONSULTANT"), whose address is 5960 Cornerstone Court West, Suite 100, San Diego, CA 92121. SBCTA and CONSULTANT are each a "Party" and are collectively the "Parties".

RECITALS:

WHEREAS, SBCTA requires certain work services as described in Exhibit "A" of this Contract; and

WHEREAS, CONSULTANT has confirmed that CONSULTANT has the requisite professional qualifications, personnel and experience and is fully capable and qualified to perform the services identified herein; and

WHEREAS, CONSULTANT desires to perform all Work identified herein and to do so for the compensation and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. SCOPE OF WORK

- 1.1 CONSULTANT agrees to perform the work and services set forth in Exhibit A "Scope of Work" ("Work"), in accordance with all applicable professional standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined herein, but only upon SBCTA's issuance of and in accordance with the terms and instructions contained in one or more written Contract Task Orders ("CTO") executed by both parties. The word "Work" includes, without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the

Work performed hereunder shall be completed to the satisfaction of SBCTA, with SBCTA's satisfaction being based on prevailing applicable professional standards.

- 1.2 The Project Manager for this Contract is Shaneka M. Morris, or such other designee as shall be designated in written notice to CONSULTANT from time to time by SBCTA's Director of Special Projects and Strategic Initiatives or his or her designee. The Project Manager shall have authority to act on behalf of SBCTA in administering this Contract, including giving notices (including, without limitation, notices of default and/or termination), technical directions and approvals; issuing, executing and amending CTOs; and demanding performance and accepting work performed, but is not authorized to receive or issue payments or execute amendments to the Contract itself.

ARTICLE 2. CONTRACT TERM

The Contract term shall commence upon issuance of a written Notice To Proceed or Notice of Executed Contract (NTP) issued by SBCTA's Procurement Division, and shall continue in full force and effect through July 31, 2025, until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any Work performed or costs incurred prior to issuance of the NTP.

SBCTA at its sole discretion may extend the original term of the Contract for two (2) one (1) year option terms. The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed July 31, 2027.

ARTICLE 3. COMPENSATION

- 3.1 Total compensation to CONSULTANT for full and complete performance of Services in compliance with all the terms and conditions of this Contract and any CTOs issued shall not exceed the amount set forth in 3.2 below.
- 3.2 The total Not-To-Exceed Amount for all CTOs issued to CONSULTANT is Five Hundred Thousand Dollars (\$500,000). All services shall be reimbursed pursuant to the hourly labor rates identified in Exhibit B "Price Proposal" and the executed CTO. The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and shall include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amount identified in Exhibit B. SBCTA will not reimburse for any expenses not shown in Exhibit B.
- 3.3 As need for Labor Compliance Services arises, SBCTA will issue a request for CTOs based on services and costs identified in 3.2, above. SBCTA does not guarantee any certain number of CTOs will be issued during the term of this Contract. Award of CTOs is at the sole discretion of SBCTA.
- 3.4 Intentionally Omitted.
- 3.5 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Contract shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.

- 3.5.1 CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 3.5.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31, or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be repaid by CONSULTANT to SBCTA.
- 3.6 Any Work provided by CONSULTANT not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be CONSULTANT's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.

ARTICLE 4. INVOICING

- 4.1 Payment to CONSULTANT as provided herein shall be payable in four (4) week billing period payments, forty-five (45) calendar days after receipt of an acceptable invoice by SBCTA of an invoice prepared in accordance with instructions below. Payment shall not be construed to be an acceptance of Work.
- 4.2 CONSULTANT shall prepare invoices in a form satisfactory to and approved by SBCTA, which shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a four-week billing period and will be marked with SBCTA'S contract number, description and task order number, if applicable. Invoices shall be submitted within thirty (30) calendar days for the period covered by the invoice except for the month of June, which will require the invoice to be submitted by July 10th. Invoices shall include request for payment for Work (including additional services authorized by SBCTA) completed by CONSULTANT during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT's sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCTA has received and approved all Work and deliverables. Invoices should be e-mailed to SBCTA at the following address:

ap@gosbcta.com

For large files over 30 megabytes, invoices can be submitted using this link:

<https://sanbag-lfweb.sanbag.ca.gov/Forms/Invoice-submission>

- 4.3 CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCTA, that CONSULTANT has fully performed the Work invoiced pursuant to the Contract for the period covered, that all information included with the invoice is true and correct, and that all payments to and claims of CONSULTANT and its subconsultants for Work during the period will be satisfied upon making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.

- 4.4 Intentionally Omitted
- 4.5 No payment will be made prior to approval of any Work, nor for any Work performed prior to the NTP or the issuance of an applicable CTO, nor for any Work under any amendment to the Contract until SBCTA's Awarding Authority takes action.
- 4.6 CONSULTANT agrees to promptly pay each subconsultant for the satisfactory completion of all Work performed under this Contract no later than ten (10) calendar days from the receipt of payment from SBCTA. CONSULTANT also agrees to return any retainage payments to each subconsultant within ten (10) calendar days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval by SBCTA. SBCTA reserves the right to request documentation from CONSULTANT showing payment has been made to its subconsultants. SBCTA also reserves the right, at its own sole discretion, to issue joint checks to CONSULTANT and any subconsultant(s), which shall constitute payment to CONSULTANT in compliance with the terms of this Contract. This clause applies to both DBE and non-DBE subconsultants.
- 4.7 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31 are subject to repayment by CONSULTANT to SBCTA.

ARTICLE 5. TAXES, DUTIES AND FEES

Except to the extent expressly provided elsewhere in this Contract, CONSULTANT shall pay when due, and the compensation set forth herein, shall be inclusive of all: a) local, municipal, State, and federal sales and use taxes; b) excise taxes; c) taxes on personal property owned by CONSULTANT; and d) other governmental fees and taxes or charges of whatever nature applicable to CONSULTANT to enable it to conduct business.

ARTICLE 6. AVAILABILITY OF FUNDS

The award and performance of this Contract is contingent on the availability of funds. If funds are not appropriated and/or allocated and available to SBCTA for the continuance of Work performed by CONSULTANT, Work directly or indirectly involved may be suspended or terminated by SBCTA at the end of the period for which funds are available. When SBCTA becomes aware that any portion of Work will or may be affected by a shortage of funds, it will promptly notify CONSULTANT. Nothing herein shall relieve SBCTA from its obligation to compensate CONSULTANT for work already performed pursuant to this Contract. No penalty shall accrue to SBCTA in the event this provision is exercised.

ARTICLE 7. PERMITS AND LICENSES

CONSULTANT shall, without additional compensation, keep current all governmental permits, certificates and licenses (including professional licenses) and required registrations necessary for CONSULTANT to perform Work identified herein.

ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

- 8.1 CONSULTANT shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a

period of three (3) years from the date of final payment by SBCTA, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer. CONSULTANT shall provide SBCTA, the California State Auditor, or other authorized representatives of SBCTA access to Consultants' records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONSULTANT further agrees to maintain separate records for costs of Work performed by amendment. CONSULTANT shall allow SBCTA and its representatives or agents to reproduce any materials as reasonably necessary.

- 8.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA and/or any state or federal agency funding this Work at any time. After CONSULTANT receives any audit recommendations, the cost or price proposal shall be adjusted by CONSULTANT and approved by SBCTA's Project Manager to conform to the audit recommendations. CONSULTANT agrees that individual items of cost identified in the audit report may be incorporated into the Contract at SBCTA's sole discretion. Refusal by CONSULTANT to incorporate the audit or post award recommendations will be considered a breach of the Contract and cause for termination of the Contract. Any dispute concerning the audit findings of this Contract shall be reviewed by SBCTA's Chief Financial Officer. CONSULTANT may request a review by submitting the request in writing to SBCTA within thirty (30) calendar days after issuance of the audit report
- 8.3 Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE 9. RESPONSIBILITY OF CONSULTANT

- 9.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and assurance of compliance with all applicable federal, State and local laws and regulations and other Work furnished by CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for Work performance stipulated in the Contract.
- 9.2 In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, CONSULTANT shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality, and the Work performed by CONSULTANT within the areas of CONSULTANT's expertise. At any time during performance of the Scope of Work, should CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties which could pose potential risk to SBCTA, CONSULTANT shall immediately document such matters and notify SBCTA in writing. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

ARTICLE 10. REPORTING AND DELIVERABLES

All reports and deliverables shall be submitted in accordance with Exhibit A "Scope of Work". At a minimum, CONSULTANT shall submit monthly progress reports with their monthly invoices. The report shall be sufficiently detailed for SBCTA to determine if CONSULTANT is performing to expectations and is on schedule; to provide communication of interim findings; and to sufficiently address any difficulties or problems encountered, so remedies can be developed.

ARTICLE 11. TECHNICAL DIRECTION

- 11.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager, identified in Section 1.2, upon issuance of the NTP and/or subsequently by written notice during the Contract. The term "Technical Direction" is defined to include, without limitation:
- 11.1.1 Directions to CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the Scope of Work.
 - 11.1.2 Provision of written information to CONSULTANT which assists in the interpretation of reports or technical portions of the Scope of Work described herein.
 - 11.1.3 Review and, where required by the Contract, approval of technical reports and technical information to be delivered by CONSULTANT to SBCTA under the Contract.
 - 11.1.4 SBCTA's Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications are limited to: substitutions of personnel identified in the Contract, including Key Personnel and subconsultants; modifications to classifications, hourly rates and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All such modifications will be documented in writing between the Parties.
- 11.2 Technical Direction must be within the Scope of Work under this Contract. SBCTA's Project Manager does not have the authority to, and may not, issue any Technical Direction which:
- 11.2.1 Increases or decreases the Scope of Work;
 - 11.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;
 - 11.2.3 Constitutes a change as defined in the "CHANGES" Article of the Contract;
 - 11.2.4 In any manner causes an increase or decrease in the Contract price as identified in the "COMPENSATION" Article or the time required for Contract performance;
 - 11.2.5 Changes any of the expressed terms, conditions or specifications of the Contract, unless identified herein;
 - 11.2.6 Interferes with CONSULTANT's right to perform the terms and conditions of the Contract unless identified herein; or
 - 11.2.7 Approves any demand or claims for additional payment.
- 11.3 Failure of CONSULTANT and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the provisions of the "DISPUTES" Article herein.
- 11.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.

11.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in sections 11.2.1 through 11.2.7 above, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from CONSULTANT, SBCTA shall:

11.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of CONSULTANT's letter that the Technical Direction is or is not within the scope of this Contract.

11.5.2. Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

ARTICLE 12. CHANGES

12.1 The Work shall be subject to changes by additions, deletions, or revisions made by SBCTA. CONSULTANT will be advised of any such changes by written notification from SBCTA describing the change. This notification will not be binding on SBCTA until SBCTA's Awarding Authority has approved an amendment to this Contract.

12.2 Promptly after such written notification of change is given to CONSULTANT by SBCTA, the Parties will attempt to negotiate a mutually agreeable adjustment to compensation or time of performance, and amend the Contract accordingly.

ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY

13.1 During the term of this Contract, CONSULTANT shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military or veteran status. CONSULTANT agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

13.2 The CONSULTANT and all subconsultants shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, CONSULTANT and all subconsultants will ensure their services are consistent with and comply with obligations and procedures outlined in SBCTA's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.

ARTICLE 14. CONFLICT OF INTEREST

CONSULTANT agrees that it presently has no interest, financial or otherwise, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Work required under this Contract or be contrary to the interests of SBCTA as to the Program. CONSULTANT further agrees that in the performance of this Contract, no person having any such interest shall be employed. CONSULTANT is obligated to fully disclose to SBCTA, in writing, any conflict of interest issues as soon as they are known to CONSULTANT. CONSULTANT agrees that CONSULTANT and its staff shall comply with SBCTA's Conflict of Interest Policy, No. 10102.

ARTICLE 15. KEY PERSONNEL

The personnel specified below are considered to be essential to the Work being performed under this Contract. Prior to diverting any of the specified individuals to other projects, or reallocation of any tasks or hours of Work that are the responsibility of Key Personnel to other personnel, CONSULTANT shall notify SBCTA in writing in advance and shall submit justifications (including proposed substitutions, resumes and payroll information to support any changes to the labor rates) in sufficient detail to permit evaluation of the impact on the Project. Diversion or reallocation of Key Personnel shall not be made without prior written consent of SBCTA's Project Manager. CONSULTANT shall not substitute any Key Personnel without the prior written consent of SBCTA. In the event that the Parties cannot agree as to the substitution of Key Personnel, SBCTA may terminate this Contract. Key Personnel are:

Name	Job Classification/Function
Lizette Rodriguez	Director of Labor Compliance
Brent Bishop	Senior Project Manager
Cassandra Dotta	Analyst/Field Auditor

ARTICLE 16. REPRESENTATIONS

All Work supplied by CONSULTANT under this Contract shall be supplied by personnel who are qualified, careful, skilled, experienced and competent in their respective trades or professions. CONSULTANT agrees that they are supplying professional services, findings, and/or recommendations in the performance of this Contract and agrees with SBCTA that the same shall conform to professional standards that are generally accepted in the profession in the State of California.

ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 17.1 If, as a part of this Contract, CONSULTANT is required to produce materials, documents data, or information ("Products"), then CONSULTANT, if requested by SBCTA, shall deliver to SBCTA the original of all such Products, which shall become the sole property of SBCTA.
- 17.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of SBCTA.

- 17.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONSULTANT from or through SBCTA unless (a) the information was known to CONSULTANT prior to obtaining same from SBCTA, or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subconsultants, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article, which are produced by CONSULTANT shall remain confidential until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act, or other law, or otherwise become public information through no fault of CONSULTANT, or its employees or agents.
- 17.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 17.5 All press releases, or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by both Parties.
- 17.6 CONSULTANT, its employees, agents and subconsultants shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information ("PII") and/or Sensitive Security Information ("SSI") will be required to execute a Confidentiality Agreement.

ARTICLE 18. TERMINATION

- 18.1 Termination for Convenience - SBCTA shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of Work and shall preserve Work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.
- 18.1.1 CONSULTANT shall deliver to SBCTA all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.
- 18.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.

18.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.

18.2 Termination for Cause - In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONSULTANT, or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its subconsultants related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the deliverables and finished Work by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, of the same or any other provision, nor be deemed to waive, amend, or modify any term of this Contract.

18.2.1 CONSULTANT shall deliver to SBCTA all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA within ten (10) working days of said notice.

18.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONSULTANT be entitled to any payment for prospective profits or any damages because of such termination.

ARTICLE 19. STOP WORK ORDER

Upon failure of CONSULTANT or its subconsultants to comply with any of the requirements of this Contract, SBCTA shall have the right to stop any or all Work affected by such failure until such failure is remedied or to terminate this Contract in accordance with Article 18 "Termination".

ARTICLE 20. CLAIMS

SBCTA shall not be bound to any adjustments in the Contract amount or schedule unless expressly agreed to by SBCTA in writing. SBCTA shall not be liable to CONSULTANT for any claim asserted by CONSULTANT after final payment has been made under this Contract.

ARTICLE 21. INSURANCE

21.1 Prior to commencing the Work, subject to the provisions of Article 21.2 “General Provisions”, and at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT and all sub-consultants of every tier performing any Work under this contract shall, at CONSULTANT’s and sub-consultant's sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:

21.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than \$3,000,000 per claim
- An annual aggregate limit of not less than \$5,000,000
- Coverage shall be appropriate for the CONSULTANT’s profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT’s professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.
- If Coverage is on a claims made basis:
 - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.
 - CONSULTANT shall secure and maintain “tail” coverage for a minimum of Five (5) years after Contract completion.

21.1.2 Worker’s Compensation/Employer’s Liability. The policies must include the following:

- Coverage A. Statutory Benefits
- Coverage B. Employer’s Liability
- Bodily Injury by accident - \$1,000,000 per accident
- Bodily Injury by disease - \$1,000,000 policy limit/\$1,000,000 each employee

Such policies shall contain a waiver of subrogation in favor of the parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable workers’ compensation laws in effect during performance of the Work by CONSULTANT or any subconsultant of any tier. All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONSULTANT and all parties named as Indemnitees below. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

21.1.3. Commercial General Liability. The policy must include the following:

- Consultant shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella

commercial liability insurance, with a combined limit of liability of not less than **\$5,000,000 each occurrence.**

- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
 - \$2,000,000 per occurrence limit for property damage or bodily injury
 - \$2,000,000 per occurrence limit for personal injury and advertising injury
 - \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage,
- If a general aggregate applies, it shall apply separately to this project/location. The contract number and brief explanation of the project/work must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 25 04).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

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

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

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

21.1.4 Umbrella/Excess CGL. The policy must include the following:

- If the CONSULTANT elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:
 - The umbrella or excess policy shall follow form over the CONSULTANT's primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
 - The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
 - The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

- The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.

There shall be no statement limiting the coverage provided to the parties listed as additionally insureds or as indemnitees below.

21.1.5 Commercial Auto. The policy must include the following:

- A total limit of liability of not less than **\$5,000,000** each accident. This total limits of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
- Combined Bodily Injury and Property Damage Liability insurance. The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

21.1.6 Pollution Liability - Intentionally Omitted

21.1.7 Cyber (Technology) Liability Insurance -

- Policy form appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence.
- Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security.
- The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA in the care, custody, or control of the CONSULTANT.
 - If not covered under the CONSULTANT's liability policy, such "property" coverage of SBCTA may be endorsed onto the CONSULTANT's Cyber Liability Policy as covered property as follows:
 - Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA that will be in the care, custody, or control of CONSULTANT.

21.1.8 Railroad Protective Liability - Intentionally Omitted

21.2. General Provisions

- 21.2.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VIII or better and if policies are written by insurance carriers that are non-admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-X or better, unless otherwise approved in writing by SBCTA's Risk Manager.
- 21.2.2 Additional Insured Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name San Bernardino County Transportation Authority and its officers, directors, members, employees, and agents, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability, but shall allow coverage for SBCTA to the full extent provided by the policy.
- 21.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.
- 21.2.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-CONSULTANT to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. Without SBCTA's Risk Manager's expressed written approval, no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate

such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, in its sole discretion, deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The Consultant's policies will neither obligate nor prohibit SBCTA or any other Additional Insured from paying any portion of any Consultant's deductible or SIR.

- 21.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant, with the exception of Professional Liability and Worker's Compensation, shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13, to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants', automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 21.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA, in connection with the subject matter of the WORK. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.
- 21.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at insurance@gosbcta.com, to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.
- 21.2.8 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance

coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultant of any tier, of their obligations to exercise due care in the performance of their duties in connection with the Work and to complete the Work in strict compliance with the Contract.

- 21.2.9 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 21.2.10 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultant(s) to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.
- 21.2.11 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.
- 21.2.12 Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 22. INDEMNITY

- 22.1 To the extent, but only to the extent, that CONSULTANT's Work falls within the scope of Civil Code Section 2782.8, the following indemnification is applicable:

CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by SBCTA) SBCTA and its authorized officers, employees, agents and volunteers (collectively "Indemnitees"), from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of the professional.

- 22.2 For all other Work, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA and its authorized officers, employees, agents and volunteers ("Indemnitees"), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by SBCTA on account of any

claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CONSULTANT's indemnification obligation applies to SBCTA's "active" as well as "passive" negligence, but does not apply to SBCTA's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

ARTICLE 23. ERRORS AND OMISSIONS

CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all Work required under this Contract. CONSULTANT shall be liable for SBCTA's costs resulting from errors or deficiencies in Work furnished under this Contract, including, but not limited to, any fines, penalties, damages, and costs required because of an error or deficiency in the Work provided by CONSULTANT under this Contract.

ARTICLE 24. OWNERSHIP OF DOCUMENTS

All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by CONSULTANT under this Contract shall become the sole property of SBCTA when prepared, whether delivered to SBCTA or not.

ARTICLE 25. SUBCONTRACTS

- 25.1 CONSULTANT shall not subcontract performance of all or any portion of Work under this Contract, except to those subconsultants listed in CONSULTANT's proposal, without first notifying SBCTA in writing of the intended subcontracting and obtaining SBCTA's written approval of the subcontracting and the subconsultant. The definition of subconsultant and the requirements for subconsultants hereunder shall include all subcontracts at any tier.
- 25.2 CONSULTANT agrees that any and all subconsultants of CONSULTANT performing Work under this Contract will comply with the terms and conditions of this Contract applicable to the portion of Work performed by them. CONSULTANT shall incorporate all applicable provisions of this Contract into their subcontracts regardless of the tier. If requested by SBCTA, CONSULTANT shall furnish SBCTA a copy of the proposed subcontract for SBCTA's approval of the terms and conditions thereof and shall not execute such subcontract until SBCTA has approved such terms and conditions. SBCTA's approval shall not be unreasonably withheld.
- 25.3 Approval by SBCTA of any Work to be subcontracted and the subconsultant to perform said Work will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said Work. Any substitution of subconsultants must be approved in writing by SBCTA. CONSULTANT shall have sole responsibility for managing all of their subconsultants, including resolution of any disputes between CONSULTANT and its subconsultants.

ARTICLE 26. RECORD INSPECTION AND AUDITING

SBCTA or any of its designees, representatives, or agents shall at all times have access during normal business hours to CONSULTANT's operations and products wherever they are in preparation or progress, and CONSULTANT shall provide sufficient, safe, and proper facilities for such access and inspection thereof. Inspection or lack of inspection by SBCTA shall not be deemed to be a waiver of

any of their rights to require CONSULTANT to comply with the Contract or to subsequently reject unsatisfactory Work or products.

ARTICLE 27. INDEPENDENT CONTRACTOR

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

ARTICLE 28. ATTORNEY'S FEES

If any legal action is instituted to enforce or declare any Party's rights under the Contract, each Party, including the prevailing Party, must bear its own costs and attorneys' fees. This Article shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a Party hereto and payable under the "Indemnity" provision of the Contract.

ARTICLE 29. GOVERNING LAW AND VENUE

This Contract shall be subject to the law and jurisdiction of the State of California. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any Party to this Contract will be the Superior Court of California, San Bernardino County. Each Party hereby waives any law or rule of court that would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County.

ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS

CONSULTANT warrants that in the performance of this Contract it shall comply with all applicable federal, State and local laws, ordinances, rules and regulations.

ARTICLE 31. PRECEDENCE

- 31.1 The Contract consists of these Contract Articles, Exhibit A "Scope of Work", and Exhibit B "Price Proposal", SBCTA's Request for Proposal and CONSULTANT's proposal, all of which are incorporated into this Contract by this reference.
- 31.2 The following order of precedence shall apply: first, the Contract Articles; second, Exhibits A and B; third, SBCTA's Request for Proposal; and last, CONSULTANT's proposal. In the event of a conflict between the Contract Articles and the Scope of Work, the Contract Articles will prevail.

- 31.3 In the event of an express conflict between the documents listed in this Article, or between any other documents which are a part of the Contract, CONSULTANT shall notify SBCTA in writing within three (3) business days of its discovery of the conflict and shall comply with SBCTA's resolution of the conflict.

ARTICLE 32. COMMUNICATIONS AND NOTICES

Notices sent by mail shall be by United States Mail, postage paid, certified mail (return receipt requested). Any and all notices permitted or required to be given hereunder shall be deemed duly given and received: (a) upon actual delivery, if delivery is personally made or if made by fax or email during regular business hours; (b) the first business day following delivery by fax or email when not made during regular business hours; or (c) on the fourth business day after deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. CONSULTANT shall notify SBCTA of any contact information changes within ten (10) business days of the change.

To GAFCON, Inc.	To SBCTA
5960 Cornerstone Court West, Suite 100	1170 W. 3rd Street, 2nd Floor
San Diego, CA 92121	San Bernardino, CA 92410-1715
Attn: Lizette Rodriguez	Attn: Shaneka Morris
Email: LSantillan@gafcon.com	Email: Smorris@gosbcta.com
Phone: (858) 875-0051	Phone: (909) 884-8276
2 nd Contact:	Copy: Procurement Manager
Email:	Email: procurement@gosbcta.com

ARTICLE 33. DISPUTES

- 33.1 In the event any dispute, other than an audit, arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, Work to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA's Director of Special Projects and Strategic Initiatives within thirty (30) calendar days after notice thereof in writing, which notice shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have ten (10) calendar days after receipt of the decision in which to file a written appeal thereto with SBCTA's Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such dispute may be reviewed by a court of competent jurisdiction.
- 33.2 During resolution of the dispute, CONSULTANT shall proceed with performance of this Contract with due diligence.

ARTICLE 34. GRATUITIES

CONSULTANT, its employees, agents, or representatives shall not offer or give to any officer, official, agent or employee of SBCTA, any gift, entertainment, payment, loan, or other gratuity.

ARTICLE 35. REVIEW AND ACCEPTANCE

All Work performed by CONSULTANT shall be subject to periodic review and approval by SBCTA at any and all places where such performance may be carried on. Failure of SBCTA to make such review or to discover defective work shall not prejudice the rights of SBCTA at the time of final acceptance. All Work performed by CONSULTANT shall be subject to periodic and final review and acceptance by SBCTA upon completion of all Work.

ARTICLE 36. CONFIDENTIALITY

Any SBCTA communications or materials to which CONSULTANT or its subconsultants or agents have access, or materials prepared by CONSULTANT under the terms of this Contract, shall be held in confidence by CONSULTANT, who shall exercise reasonable precautions to prevent the disclosure of confidential information to anyone except as expressly authorized by SBCTA. Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine and shall be confidential. CONSULTANT shall not release any reports, information or promotional material, or allow for the use of any photos related to this Contract, for any purpose without prior written approval of SBCTA. CONSULTANT agrees to inform itself and make its employees, agents, and subconsultants aware of the requirements of SBCTA's privacy and confidentiality policies and to abide by the same.

ARTICLE 37. EVALUATION OF CONSULTANT

CONSULTANT's performance may be evaluated by SBCTA periodically throughout the Contract performance period, such as at the completion of certain milestones as identified in Scope of Work and/or at the completion of the Contract. A copy of the evaluation will be given to CONSULTANT for their information. The evaluation information shall be retained as part of the Contract file and may be used to evaluate CONSULTANT if they submit a proposal on a future RFP issued by SBCTA.

ARTICLE 38. SAFETY

CONSULTANT shall strictly comply with OSHA regulations and local, municipal, state, and federal safety and health laws, orders and regulations applicable to CONSULTANT's operations in the performance of Work under this Contract. CONSULTANT shall comply with all safety instructions issued by SBCTA or its representatives.

ARTICLE 39. DRUG FREE WORKPLACE

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

ARTICLE 40. ASSIGNMENT

CONSULTANT shall not assign this Contract in whole or in part, voluntarily, by operation of law, or otherwise, without first obtaining the written consent of SBCTA. SBCTA's exercise of consent shall be within its sole discretion. Any purported assignment without SBCTA's prior written consent shall be void and of no effect, and shall constitute a material breach of this Contract. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the Parties.

ARTICLE 41. AMENDMENTS

The Contract may only be changed by a written amendment duly executed by the Parties. Work authorized under an amendment shall not commence until the amendment has been duly executed.

ARTICLE 42. PREVAILING WAGES

The State of California's General Prevailing Wage Rates are not applicable to this Contract.

ARTICLE 43. CONTINGENT FEE

CONSULTANT warrants by execution of this Contract that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, SBCTA has the right to terminate this Contract without liability, pay only for the value of the Work actually performed, or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 44. FORCE MAJEURE

CONSULTANT shall not be in default under this Contract in the event that the Work performed by CONSULTANT is temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, and natural disasters such as floods, earthquakes, landslides, and fires, or other catastrophic events which are beyond the reasonable control of CONSULTANT and which CONSULTANT could not reasonably be expected to have prevented or controlled. "Other catastrophic events" does not include the financial inability of CONSULTANT to perform or failure of CONSULTANT to obtain either any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of CONSULTANT.

ARTICLE 45. WARRANTY

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

ARTICLE 46. ENTIRE DOCUMENT

46.1 This Contract constitutes the sole and only agreement governing the Work and supersedes any prior understandings, written or oral, between the Parties respecting the services which are the subject of this Contract. All previous proposals, offers, and other communications, written or oral, relative to this Contract are superseded except to the extent that they have been expressly incorporated into this Contract.

- 46.2 No agent, official, employee or representative of SBCTA has any authority to bind SBCTA to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.
- 46.3 Both Parties have been represented or had the full opportunity to be represented by legal counsel of their own choosing in the negotiation and preparation of this Contract. Therefore, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning and not for or against either Party.

ARTICLE 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

CONSULTANT shall comply with all applicable provisions of the Americans with Disabilities Act in performing Work under this Contract.

ARTICLE 48. EFFECTIVE DATE

The date that this Contract is executed by SBCTA shall be the Effective Date of the Contract.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Contract below.

**GAFCON, Inc., A California
Corporation**

**San Bernardino County
Transportation Authority**

By: _____
Robin Duveen
President

By: _____
Art Bishop
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Paul Najar
Secretary

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

Date: _____

CONCURRENCE

By: _____
Beatriz Valdez
Director of Special Projects and
Strategic Initiatives

Date: _____

Attachment: 23-1002832 - Gafcon, Inc - PDF (8719 : On-Call Labor Compliance)

EXHIBIT “A”
“SCOPE OF WORK”

Attachment: 23-1002832 - Gafcon, Inc - PDF (8719 : On-Call Labor Compliance)

“SCOPE OF WORK”

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A. DESCRIPTION OF SERVICES

The San Bernardino County Transportation Authority (SBCTA) receives Federal, State and Local funds for the construction of various Public Works projects. As a condition of receiving this funding, SBCTA is required to follow Federal and State statutes and guidelines, which impose upon SBCTA a wide range of prevailing wage labor compliance responsibilities. The prevailing wage requirements are identified in the Public Works contracts issued by SBCTA and by Federal (if applicable) and State labor codes. A prime consultant and contractor and any tier subcontractor, by entering into or performing work under SBCTA Public Works projects, agree to comply with all provisions of Federal (if applicable) and State labor codes applicable to Public Works projects.

SBCTA will utilize CONSULTANT services on an “On-Call” basis to act as SBCTA’s Labor Compliance Officer and provide labor compliance oversight and technical support associated with various types (construction and pre-construction activities) of public works projects. The CONSULTANT will demonstrate detailed knowledge of Caltrans and California Division of Labor Standards Enforcement (DSLE) Compliance Monitoring Unit (CMU), the United States Department of Labor Regulations and Guidelines, and equal employment opportunity compliance monitoring requirements as well as knowledge of the Davis Bacon Act, the Copeland “Anti-Kickback” Act, the Contract Work Hour and Safety Standards Act.

The CONSULTANT is to coordinate, audit, train, advice and oversee agency wide labor compliance and Equal Employment Opportunity (EEO) compliance for all projects overseen by SBCTA, that includes requirements of the United State Department of Labor (DOL) and the California Division of Labor Standards Enforcement (DSLE) Compliance Monitoring Unit (CMU). The CONSULTANT will also provide labor compliance review and monitoring of consultant services (Pre-Construction activities) covered by prevailing wage requirements.

Federal and State oversight agencies provide intermittent audits/reviews of SBCTA’s labor compliance monitoring activities to assess SBCTA’s compliance with these requirements. It’s SBCTA’s responsibility to ensure these requirements are being met by the consultants and prime contractors and any tier subcontractor, and to take appropriate corrective action when these requirements have not been met. The CONSULTANT will take the lead in coordinating and addressing any State or Federal compliance review and monitoring.

CONSULTANT shall provide qualified personnel to perform a wide variety of labor compliance services, EEO and contract administration duties as outlined in this Scope of Services for the Program.

SBCTA designates a Project Manager to coordinate all construction and construction related activities. The CONSULTANT shall receive direction from SBCTA through the Project Manager, or designee. SBCTA’s Project Manager will be the main contact and primary source of information between SBCTA, CONSULTANT, cities, outside agencies, supporting consultants and the public.

B. PERFORMANCE REQUIREMENTS

Labor Compliance Officer: CONSULTANT shall furnish a Program Manager to coordinate CONSULTANT operations with SBCTA. The Program Manager shall be responsible for all matters related to CONSULTANT personnel and operations. The Program Manager shall also serve as the Labor Compliance Officer (LCO). The LCO shall be assigned to direct and coordinate activities under this contract. Staff may be assigned to each specific project responsibilities as needed.

Labor Compliance Monitoring Staff: The number of CONSULTANT personnel assigned to the contract will vary throughout the duration of the Contract. CONSULTANT personnel will be assigned, in varying levels of responsibility, as needed by the CONSULTANT to meet the SBCTA's various construction activities and schedules.

CONSULTANT shall be knowledgeable of and comply with all applicable local, state, and federal regulations. CONSULTANT personnel shall cooperate and consult with SBCTA, State, and City officials during the course of the contract. CONSULTANT personnel shall keep accurate and timely records and document all work performed by the CONSULTANT.

Many of the Public Works projects undertaken by SBCTA are funded by United States Department of Transportation, including Federal Highway Administration (FHWA) and Federal Transit Administration (FTA). Depending on the funding source, SBCTA relies upon the guidance and protocol established by the Federal government and State of California and Caltrans for monitoring prevailing wage labor compliance, as specified in the following documents:

1. All applicable Federal requirements, including, but not limited to U.S. Department of Labor guidelines Sections 5333(b) Federal Transit Law; U.S. Department of Labor regulations; 29 CFR Part 5, Davis Bacon Act, 40 USC 276 a-276a(7) and the Contract Work Hour and Safety Standards Act, 40 USC 327 – 332; and Fair Labor Standards Act, as amended, 29 USC 206-207.
2. All applicable California Department of Transportation (Caltrans) manuals, including, but not limited to, Labor Compliance Manual, Construction Manual and Local Assistance Procedures Manual.
3. All applicable State of California requirements, including, but not limited to the Department of Labor.

While these documents are very thorough in prescribing the protocol to be implemented in monitoring labor compliance, it is often difficult to discern how the defined responsibilities translate to SBCTA and SBCTA Labor Compliance Consultants. It is the responsibility of the CONSULTANT to ensure that SBCTA is compliant with and adheres to all necessary State and Federal requirements.

C. DUTIES AND RESPONSIBILITIES

1. Program Administration:

The following roles and responsibilities are prescribed for SBCTA Public Works construction projects:

- a. Resident Engineer: The Resident Engineer (RE) is part of the SBCTA Construction Management team and is responsible for the enforcement of the labor contract provisions at the project level. The Resident Engineer may have additional staff and/or consultants to assist in this task.
- b. Program Manager/CONSULTANT: For Architectural & Engineering contracts, certain labor categories require the payment of prevailing wages. CONSULTANT is to review and monitor these contracts for labor compliance activities and proper payment of prevailing wages.

Be accessible to SBCTA at all times during regular business hours.

The Program Manager will assume the following functional responsibilities:

- 1) Review, monitor, train, and provide general direction for CONSULTANT personnel.
 - 2) Assign personnel to on an as-needed basis.
 - 3) Administer personal leave.
 - 4) Prepare monthly reports for delivery to SBCTA.
- c. Labor Compliance Officer/CONSULTANT: CONSULTANT is responsible for providing quality assurance on all labor compliance activities undertaken by SBCTA and its consultants and coordinating with the CMU.

This role includes the following duties participation in the Pre-Proposal/Pre-Bid Meeting, Preconstruction Conference, Document Tracking, Field Activity review, Certified Billing Review, Contractor Certified Payroll Reviews and/or Owner Operator Listings, Labor Requirements Enforcement and other related activities.

Other duties include the periodic review of project specific labor compliance monitoring activities performed by SBCTA and/or construction management labor compliance consultants and preparation of an internal report documenting the review findings. The report findings are to be used by SBCTA as an instrument to continually improve labor compliance practices on SBCTA Public Works projects. LCO duties include, but are not limited to, document reviews, field activity support, billing reviews, certified payroll review, investigations of labor complaints, enforcement of labor compliance requirements, training, and supporting SBCTA during administrative hearings.

- d. The Compliance Monitoring Unit or “CMU” is a component within the California Division of Labor Standards Enforcement (DLSE) that was created to monitor and enforce prevailing wage requirements on public works projects that receive state bond funding and on other projects that are legally required to use the CMU. The CMU began operations on January 1, 2012, following the adoption of AB 436 and approval of revisions to program regulations. By actively monitoring compliance on an ongoing basis while work is being performed, the CMU will play a special role in ensuring that public works construction workers are promptly paid the proper prevailing wage rates

and in helping maintain a level playing field for contractors who comply with the law. The CONSULTANT shall assist the SBCTA in managing and implementing this new requirement on all Prevailing Wage projects.

2. Pre-Proposal/ Pre Bid Conference:

As requested by SBCTA, CONSULTANT may need to attend the Pre-Proposal/Pre-Bid meeting to discuss Labor Compliance requirements with attendees. During the procurement process, CONSULTANT may be asked to draft responses to written questions submitted by proposers or bidders related to Prevailing Wage requirements.

3. Preconstruction Conference:

SBCTA, the Resident Engineer and the LCO shall participate in the project preconstruction conference to disseminate prevailing wage requirements to the project's prime contractor and its subcontractor team.

The content of the prevailing wage presentation shall be coordinated with SBCTA and the Resident Engineer prior to the preconstruction meeting, and shall cover the topics presented in the Caltrans Labor Compliance Manual (CLCM) Chapter 4 and as required by the CMU.

The preconstruction package should be provided to the general contractor and subcontractors' staff responsible for labor compliance that includes, but is not limited to the following items:

- Checklist
- Posters
- State and Federal wage determinations
- Labor Compliance Address labels and email addresses
- Forms

Items to cover during the presentation include the following:

- Explain correct payroll procedures
- Describe any recent labor law changes
- Obtain contractor's signature on preconstruction checklist
- Explain the CMU process and registration

4. Document Tracking:

SBCTA is responsible for monitoring the submittal of all required labor compliance documents submitted by the prime contractor and any tier subcontractor. The LCO in coordination with SBCTA shall monitor and audit this documentation on periodic basis. The following items provide the mechanism by which SBCTA and LCO are to monitor compliance with the document tracking requirements of SBCTA Public Works Projects:

A. Maintain project labor compliance files in accordance with the filing system prescribed in the Fair Labor Standards Act and Caltrans Labor Compliance Manual (CLCM), (CLCM § 1-204). Please refer to Wage and Hour Division [Fact sheet #21: Recordkeeping Requirements](#)

under the Fair Labor Standards Act (FLSA). These files are to be maintained for three years from final payment.

B. Assess Resident Engineer's Daily Reports and Resident Engineer's Weekly Status Reports (CLCM § 1-207). The Resident Engineer's Daily Reports provide a daily account of the activity on a project. From the Daily Reports, the Resident Engineer shall review and determine the contractors performing on the project for each day. Special attention shall be paid to the identification of lower tier subcontractors on the Daily Reports. These reports shall also provide information on the number and classification of workers performing daily on the project. The RE's Daily Reports shall be reviewed and assessed to ensure this information is appropriately captured by the RE. Weekly status reports provide a list of contractors and owner operators working on the project during the reporting week.

C. Labor Compliance Document Tracking System (CLCM § 1-208): SBCTA and the Resident Engineer are required to implement the use of a document tracking system to track the submittal of all required labor compliance forms/documents from each contractor performing on the project. The document tracking system may be in hardcopy or softcopy format, or a computer-based database may be used. Forms to be tracked include, but are not limited the following:

- a. Payroll Report
- b. Statement of Compliance
- c. Fringe Benefit Statement
- d. Owner Operator Listing (OOL)
- e. OOL Statement of Compliance
- f. Training Fund Contribution Report (CAC 2)
- g. Agreement to Train Apprentices (DAS Form 7)
- h. Apprentices on Public Works (DAS Form 10)
- i. Application of Certificate of Exemption (DAS Form 11)
- j. Public Works Contract Award Information (DAS Form 140)
- k. Federal-Aid Highway Construction Contractors EEO Report (FHWA Form 1391)
- l. FTA EEO-04
- m. PWC-100 Form
- n. Summary of 1391 (FHWA Form 1392)
- o. DBE Substitution Report
- p. DBE Utilization Final Report
- q. DVBE Utilization Final Report

The prime contractor must furnish weekly certified payrolls to SBCTA or to the CMU, depending, (including certified payrolls for each project subcontractor), who in turn will provide these documents to SBCTA or SBCTA's Labor Compliance Consultant. The due dates for these documents are specified in the contract documents. The Resident Engineer shall process document intake in accordance with CLCM § 1-209A.

D. Missing Document Request Process: Resident Engineer shall request from prime contractor, orally or in writing, any missing/delinquent labor compliance documents either by the prime or any tier subcontractor, per the requirements identified in the Public Works contract document. The LCO shall work with the project Resident Engineer to enforce the

contract requirements in the event of untimely or inadequate responses. CLCM § 1-301 Deductions and Withholds provide guidance on how to use withholding of funds to enforce the submittal of required labor compliance documents.

E. Process 3rd party requests for Certified Payroll information, in accordance with the guidance provided at CLCM §§ 1-401 through 403.

5. Field Activity:

Key information for the prime and subcontractor performance in meeting prevailing wage requirements is attained from the field by the RE or the CMU either through passive monitoring, such as receiving an employee complaint, or through active monitoring, such as through the performance of site visits to verify posting requirements or to perform employee interviews. The following activities are to be undertaken by Resident Engineer/CMU with oversight by the LCO.

A. Process Employee Complaints: SBCTA shall document all labor compliance related complaints received. All complaints are to be taken seriously, and must be investigated with findings documented in the labor compliance files for the project, consistent with the procedures specified in CLCM §§ 1-601 through 603. Any investigation resulting in the determination of non-compliance by the prime or any tier subcontractor must be dealt with through enforcement actions defined in the contract documents.

B. Verify Prime Contractor Job Site Postings: The prime contractor is required to post various labor compliance posters and documents at the job site. LCO must verify these postings at the start of the project and reverify the postings through the life of the project. The required postings will be identified at the beginning of the project.

C. Assess Accuracy of Resident Engineer Daily Reports: It is anticipated that the Resident Engineer's Daily Logs will provide an accurate account of the contractors performing on the job site as well as the number and classification of workers performing on the job site. As an added level of assurance, SBCTA and the LCO shall, during any site visit, compare their findings with the information contained in the Resident Engineer's Daily Logs. Any discrepancies shall be addressed with the Resident Engineer, leading to improved record keeping by both parties in the future.

D. Worker and Owner Operator Interviews: SBCTA and LCO shall perform employee interviews at a quantity, frequency and manner consistent with that prescribed in the CLCM §§ 1-501 through 502. Worker interviews shall account for at least 10% of all work-hours performed on the project.

6. Billing Review:

As part of LCO responsibility, the assessment of prime contractor change order invoicing against information submitted in certified payroll reports is to be performed, following the procedures identified in CLCM § 2-108.

SBCTA and LCO* shall review change order invoicing that uses man hour counts as its basis for billing against certified payroll reports for the period covered in the invoice to assess accuracy of the invoicing.

**** The Resident Engineer may perform this task if responsible for reviewing invoicing documentation.***

7. Certified Payroll Reviews

Certified payroll reviews are to be performed to identify errors in the payment of prevailing wages to workers employed on the project, as reported on certified payroll, and to identify the accuracy of information reported by comparing information gained from other sources and from the field. The certified payroll review activities to be performed on a monthly basis (complete weeks will be reviewed) by SBCTA and its Labor Compliance Consultant include:

A. From field reviews and inspection of Resident Engineer Daily Reports, identify the complete list of contractors (prime and any tier subcontractors) performing on the project during the audit month.

B. For any contractor new to the project identified above, audit all certified payroll and related information for a complete one month period. An audit of each worker for this period will help identify and resolve human error issues in the reporting of prevailing wage payments on the project. For other contractors, those that have previously performed on the project, perform spot audits at a rate of at least 10% of the work-hours for the monthly period. Complete procedures for performing certified payroll audits are provided in the CLCM §§ 2-101 through 107. These procedures include the following items:

- Check total workforce and their classifications against Resident Engineer Daily Reports
- Check hours against Resident Engineer Diaries and Employee interviews for that period, if any.
- Check prevailing wage rates based on worker classifications.
- Assess applicability and appropriateness of overtime pay, including weekends and holidays.
- Check the ratio of apprentices on project and their pay scale. (See CLCM §§ 2-301 through 305 for procedures).
- Validate other aspects of Certified Payroll data, including deductions, against supporting information submitted for all certified payrolls
- Assess applicability and appropriateness of travel and subsistence pay.
- Review appropriate paperwork for all apprentices on project.
- Check appropriateness of payments to owner operators on project as reported in owner operator listings.

In the event inadequate certified payroll and related documentation has been identified through the audit process above, SBCTA and LCO shall work with the Resident Engineer to resolve the inadequate certified payroll matter consistent with the enforcement requirements identified in the project contract.

8. Labor Requirement Enforcement

SBCTA and the LCO shall work with the project Resident Engineer to enforce the prevailing wage labor compliance requirements of the project. The activities to be performed by LCO include:

A. Prepare report on potential prevailing wage violation(s) identified through monitoring activity.

B. Working with the Resident Engineer, prepare written notification to prime contractor of potential prevailing wage violations and a provide list of remedies with timeframes for prime contractor to respond. Sanctions for the potential prevailing wage violations shall also be identified in the notification, consistent with the sanctions prescribed in the project contract.

C. Provide on-going support to Resident Engineer in resolving the potential prevailing wage violations.

D. **DELIVERABLES**

1. Quarterly Audits of construction management labor compliance services on all projects in format approved by SBCTA.
2. Monthly review of all consultant certified payroll review and fringe benefit statements for all employees who are subject to the State and/or Federal prevailing wage rates.
3. Monthly Status Report of all pending issues and the status of said issues.
4. Collection of FHWA Form 1391 and submittal of FHWA Form 1391 to FHWA by September each year.

E. **EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT**

CONSULTANT shall provide all necessary office space, equipment including software, materials, supplies, miscellaneous tools, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely.

F. **MATERIALS TO BE FURNISHED BY SBCTA**

None

G. **STANDARDS**

1. Federal and State of California requirements.
2. Caltrans standards.

H. **LIMITATIONS TO AUTHORITY**

CONSULTANT does not have the authority to:

1. Assume any of the responsibilities of SBCTA's consultants, contractors, contractors' Superintendent, or subcontractors.
2. Offer or receive incentives, inducements, or other forms of remuneration to or from the consultant or contractor to perform services or work outside the terms of any executed contracts for this Project.

J. THIRD PARTY RELATIONSHIPS

This Contract is intended to provide unique services for specific duties. SBCTA, however, is solely responsible for and will be the sole point of contact for all contractual matters related to the Labor Compliance duties. CONSULTANT shall take direction only from SBCTA and shall regularly inform only SBCTA of progress, outstanding issues, and all labor compliance and EEO related matters.

During the course of the Project, CONSULTANT may find occasion to meet with State CMU, Caltrans, City or County representatives, the design engineer, Project consultants, or other third parties who have assisted with the various projects. These entities may, from time to time, offer suggestions and/or recommendations regarding the Project or elements of the Project.

While SBCTA enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, CONSULTANT shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from SBCTA. All oral and written communication with outside agencies or consultants related to the contract shall be directed only to SBCTA. Distribution of contract or labor compliance review related communication and information should be at the sole discretion of SBCTA representatives.

M. PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

The quantity and qualifications of field personnel to be assigned will be determined by the scope of the Public Works Project and the degree of difficulty of required tasks to be performed. All personnel and personnel assignments are subject to approval by SBCTA. While some areas of responsibility may overlap, as a guideline, CONSULTANT personnel assigned to this contract should have the following minimum qualifications or a combination of education and experience:

1. Program Manager
 - a. A minimum of six (6) years' experience providing similar LCO services is desired.
 - b. The LCO will demonstrate detailed knowledge of Caltrans, Federal Department of Labor and State of California Division of Labor Standards Enforcement (DSLE) Compliance Monitoring Unit (CMU) requirements and equal employment opportunity compliance monitoring.

- c. A thorough understanding of Caltrans Labor compliance practices and procedures.

EXHIBIT “B”
“PRICE PROPOSAL”

Attachment: 23-1002832 - Gafcon, Inc - PDF (8719 : On-Call Labor Compliance)

PRICE PROPOSAL



**Price List – Attachment B for:
(Time and Materials)**

RFP No. 22-1002768

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate	
Lizette Rodriguez	Director of Labor Relations	Oversight	\$	119.16
Brent Bishop	Senior Project Manager	Project Management	\$	110.13
Cassandra Dotta	Analyst/Field Auditor	Analysis/Field Interviews	\$	52.68
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	

Other Direct Cost Schedule (ODC)

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

Type of ODC	Unit Cost		Estimated Budget Amount	
Mileage	\$.585	\$	TBD
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	

Gafcon, Inc.

Proposer

04/27/2022

Signature of Authorized Person

Date

Attachment: 23-1002832 - Gafcon, Inc - PDF (8719 : On-Call Labor Compliance)

Minute Action

AGENDA ITEM: 4

Date: July 6, 2022

Subject:

Purchase and Sale Agreement No. 23-1002825 for Property Assessed Clean Energy Assessment Receivables with FNA California, LLC

Recommendation:

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

A. Approve Purchase and Sale Agreement No. 23-1002825 with FNA California, LLC, to grant their first right of refusal and to allow them to advance funds to cover the Property Assessed Clean Energy Assessment delinquencies for the 2015-2016 through 2021-2022 tax years, and authorize the Executive Director, or his designee, with the approval of General Counsel as to legal form, to finalize the terms of the agreement, including the final amount and the delinquent properties to be included, and to execute the final agreement.

B. Defer the judicial foreclosure proceedings for the delinquent properties.

Background:

Under the Master Indentures that outline how San Bernardino Associated Governments (SANBAG) will issue bonds for the Property Assessed Clean Energy (PACE) Program, any property owner that is delinquent in their tax bill on October 1st of each year will be subject to SANBAG starting a judicial foreclosure process. The Master Indentures provide that SANBAG may elect to defer the judicial foreclosure proceedings if SANBAG has received or advanced funds to cover the delinquent amounts.

In May 2022, SANBAG's Special Tax Consultant, David Taussig & Associates (DTA), reported that there were 143 properties considered delinquent for the 2021-2022 tax year and 151 properties delinquent from the 2015-2016 through 2020-2021 tax years combined. DTA transmits delinquency notices to the delinquent property owners after the 1st and 2nd tax installments are not paid. The delinquencies by tax year are shown in the table below.

Tax Year	Amount of Tax Levy	Number of Properties	Amount Delinquent	Number of Delinquent Properties	Delinquency Rate by Value
14/15	\$7,856,008.93	3,160	\$0.00	0	0.00%
15/16	\$19,058,514.63	7,103	\$9,499.42	4	0.05%
16/17	\$29,734,139.75	10,557	\$25,253.57	10	0.08%
17/18	\$35,736,978.72	12,384	\$49,417.14	22	0.14%
18/19	\$31,123,600.04	10,731	\$91,675.93	35	0.29%
19/20	\$25,179,345.70	8,766	\$125,268.94	43	0.50%
20/21	\$19,906,970.38	7,062	\$90,900.60	37	0.46%
21/22	\$14,356,417.31	5,275	\$273,477.12	143	1.90%

In order for the Board of Directors to defer the judicial foreclosure process, the delinquent amounts must be advanced to the Trustee--either by SANBAG, or by a third party, such as FNA California, LLC, pursuant to an agreement with SANBAG allowing that third party to advance the funds and to be reimbursed for such advance when the delinquent assessments are brought current. Purchase and Sale Agreement No. 23-1002825 accomplishes this task.

Entity: San Bernardino Council of Governments

Board of Directors Agenda Item

July 6, 2022

Page 2

This contract allows FNA California, LLC, to exercise its right of first refusal to purchase the PACE assessment delinquencies as of June 30, 2022, as outlined in Purchase and Sale Agreement No. 21-1002484 approved by SANBAG and dated October 27, 2020. FNA California, LLC, will pay a fee equal to 7.5% of the delinquent assessments, which is the same rate as in the agreement prior to the pandemic when it was reduced to 2.5%, at a cost of \$20,510.78 based on current delinquencies, to be used by SANBAG to cover our administrative costs as well as the additional costs incurred by our Special Tax Consultant. FNA California, LLC, is providing a similar service with the same fee for Western Riverside Council of Governments (WRCOG) for their local and statewide PACE programs.

Staff recommends that it is in the best interest of SANBAG and property owners to defer the judicial foreclosure process and to approve the agreement with FNA California, LLC, and allow them to advance the delinquent amounts. These actions will provide property owners more time to become current on their assessments and will allow SANBAG to meet the conditions of the Master Indentures for the bonds.

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget.

Reviewed By:

The item was reviewed and recommended for approval by the General Policy Committee on June 8, 2022. SBCTA General Counsel and Risk Manager have reviewed this item and the draft agreement.

Responsible Staff:

Hilda Flores, Chief Financial Officer

Approved
Board of Directors
Date: July 6, 2022

Witnessed By:

General Contract Information

Contract No: 23-1002825 Amendment No.: _____

Contract Class: Receivable Department: Council of Governments

Customer ID: 03543 Customer Name: FNA California, LLC

Description: Fees related to purchase of PACE Program Delinquent Assessments

List Any Accounts Payable Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	20,510.78	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	20,510.78	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	20,510.7

Contract Authorization

Board of Directors Date: 07/06/2022 Board Item # 8704

Contract Management (Internal Purposes Only)

Local					Services									
Accounts Receivable														
Total Contract Funding:		\$		20,510.78		Funding Agreement No:		23-1002825						
Beginning POP Date:		08/15/2022		Ending POP Date:		06/30/2023		Final Billing Date:		06/30/2023				
Expiration Date:		06/30/2023												
		Sub-												
Fund	Prog	Task	Task	Revenue	Total Contract Funding:		Fund	Prog	Task	Sub-	Task	Revenue	Total Contract Funding:	
GL	2911	10	0111	0708	48007000	20,510.78	GL							-
GL						-	GL							-
GL						-	GL							-
GL						-	GL							-
GL						-	GL							-

Hilda Flores

Project Manager (Print Name)

Hilda Flores

Task Manager (Print Name)

Additional Notes: Final terms and listing of delinquent properties will be finalized and approved by Executive Director

Attachment: CSS 23-1002825 Purchase and Sale Agreement Delinquent PACE Assessments (8704 : Purchase and Sale Agreement for PACE

PURCHASE AND SALE AGREEMENT

Dated as of August 15, 2022

between

SAN BERNARDINO ASSOCIATED GOVERNMENTS,

as Seller

and

FNA CALIFORNIA, LLC,

as Purchaser

**Regarding
Assessment Installment Receivables
for the 2022-2023 Tax Year**

Attachment: 23-1002825 (8704 : Purchase and Sale Agreement for PACE Assessment Receivables)

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LIST OF MASTER INDENTURES
" EXCLUSION CRITERIA

DRAFT

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement"), dated as of August 15, 2022, between San Bernardino Associated Governments ("SANBAG"), a joint exercise of powers authority existing under the Joint Exercise of Powers Act, being Chapter 5 of Division 7, Title 1 of the Government Code of the State of California and a Joint Exercise of Powers Agreement originally made and entered into as of March 15, 1973, as further amended to date, and FNA California, LLC, an Illinois limited liability company ("Company").

BACKGROUND

SANBAG has levied assessments under Chapter 29 (as defined below) payable in installments under the 1915 Act (defined below) on properties participating in the SANBAG HERO Program (as defined below) which are collected on the secured property tax roll of the County (as defined below) in which the participating properties are located.

Certain installments of such assessments are delinquent (the "Assessment Installment Receivables") as of the Cut-off Date (as defined below).

SANBAG has determined that it is in the best interests of SANBAG at this time to sell to the Company the Assessment Installment Receivables it is entitled to receive arising from the collection of certain delinquent assessments for the tax years specified in this Agreement, upon the terms and conditions provided herein.

Now, THEREFORE, for and in consideration of the premises and the material covenants hereinafter contained, the parties hereto hereby formally covenant, agree and bind themselves as follows:

Attachment: 23-1002825 (8704 : Purchase and Sale Agreement for PACE Assessment Receivables)

Article I Definitions

Section 1.01 Definitions. Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

“1915 Act” means the Improvement Bond Act of 1915, Division 10 of Part I (commencing with Section 8500) of the California Streets and Highways Code.

“Agreement” means this Purchase and Sale Agreement, as originally executed or as it may from time to time be supplemented, modified or amended in accordance with the provisions hereof.

“Assessment” means each “Assessment” as defined in an Assessment Contract and levied pursuant to such Assessment Contract against a Property (as defined below) to which such Assessment Contract is subject.

“Assessment Administrative Fee” means, as to each Property, the assessment administrative fee due and payable pursuant to the applicable Assessment Contract that shall be collected on the property tax bill pertaining to such Property.

“Assessment Administrator” means David Taussig & Associates, and its successors, or any financial consultant or firm of such financial consultants judged by SANBAG to have experience in the administration for and on behalf of public agencies of assessments similar to the Assessments levied by such public agencies in the State of California.

“Assessment Contract” shall have the meaning given such term in the applicable Master Indenture.

“Assessment Installment” means, as to each Property, the portion of the principal amount of an Assessment, together with the interest on the Assessment, due and payable pursuant to an Assessment Contract that shall be collected on the property tax bill for a particular Tax Year pertaining to such Property.

“Assessment Installment Receivable” means, with respect to a Property for a particular Tax Year, the Assessment Installment and the related Assessment Administrative Fee on the secured tax roll of the County that:

- (i) was levied by SANBAG on one of the Properties listed on the Assessment Installment Receivables Schedule for such Tax Year in accordance with the Chapter 29, the 1915 Act and the applicable Assessment Contract and is payable to SANBAG if and when collected,
- (ii) was levied on account of the applicable Purchased Tax Year, was delinquent as of the Cut-off Date and was shown as such on the Delinquent Tax Roll maintained by the County for the applicable Purchased Tax Year,
- (iii) had not been received by SANBAG or the Trustee, on behalf of SANBAG, as of the Cut-off Date,

(iv) is due and owing to SANBAG in an amount equal to the amount of such Assessment Installment and Assessment Administrative Fee, penalties and accrued interest set forth on the Assessment Installment Receivables Schedule,

(v) includes, to the extent permitted by law and the terms of the applicable Master Indenture, all penalties and accrued interest thereon to the date of collection, and

(vi) has not become a Defective Assessment Installment Receivable.

“Assessment Installment Receivable Balance” means, with respect to an Assessment Installment Receivable as of a particular date, the sum of

(i) an amount equal to the delinquent Assessment Installments and Assessment Administrative Fees levied by or on behalf of SANBAG and payable to the SANBAG with respect to such Assessment Installment Receivable as shown on the Assessment Installment Receivables Schedule,

(ii) to the extent permitted by law and the applicable Master Indenture, the ten percent (10%) penalty payable on the Assessment Installment Receivable in accordance with Sections 2617 and 2618 of the California Revenue and Taxation Code, and

(iii) to the extent permitted by law and the applicable Master Indenture, interest accrued on the amount in clause (A) from the July 1 of the Tax Year following the Tax Year in which such Assessment Installment Receivable first became delinquent through the date of determination at the rate of one and half percent (1.5%) per month in accordance with Section 4103 of the California Revenue and Taxation Code.

“Assessment Installment Receivables Schedule” means the schedule attached as (or incorporated by reference in) EXHIBIT A hereto, as such schedule may be amended from time to time in accordance with Section 3.01(e) hereof, with respect to the Assessments levied on the Properties described on EXHIBIT A hereto.

“Assessment Installments Purchased” has the meaning set forth in Section 2.01(a) hereof.

“Assessment Lien” means any lien that attaches, by operation of Section 2187 of the California Revenue and Taxation Code, to the fee interest in real property.

“Bond Counsel” means Best Best & Krieger LLP or any other attorney or firm of attorneys of nationally recognized expertise with respect to legal matters relating to public financing in the State.

“Business Day” means any day that is not a Saturday, Sunday or other day on which commercial banking institutions in New York or California are authorized or obligated by law or executive order to be closed.

“Chapter 29” means Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (commencing with Section 5898.12 et seq.)

"Closing Date" means August 15, 2022.

"Collections" means, with respect to an Assessment Installment Receivable, the amount collected by the County (whether as payments by the related Property Owner in a lump sum, payments by the related Property Owner pursuant to an installment payment plan, as proceeds of sale of the related tax-defaulted Property, or otherwise) on the Assessment Installment Receivable. Collections include but are not limited to the following:

- (i) the delinquent Assessment Installments payable for the Tax Year to which the Assessment Installment Receivable is related,
- (ii) the ten percent (10%) penalty payable thereon in accordance with Sections 2617 and 2618 of the California Revenue and Taxation Code,
- (iii) interest accruing at the rate of one and half percent (1.5%) per month in accordance with Section 4103 of the California Revenue and Taxation Code, and
- (iv) all Assessment Administrative Fees levied in connection therewith that are distributable to SANBAG, if any.

"Company" means FNA California, LLC, a limited liability company organized and existing under the laws of the state of Illinois or any successor thereto.

"County" means the County of San Bernardino, California.

"Cut-off Date" means August 10, 2022.

"Defective Assessment Installment Receivable" has the meaning set forth in Section 3.01(c) hereof.

"Defective Assessment Installment Receivable Purchase Amount" means, as to any Defective Assessment Installment Receivable, an amount equal to the Purchase Price and Premium of such Defective Assessment Installment Receivable set forth on the Assessment Installment Receivables Schedule reduced by the amount, if any, of Collections on such Defective Assessment Installment Receivable which have been applied to the recovery of such Purchase Price and Premium and paid to the Company as of the date of calculation.

"Delinquent Tax Roll" means the delinquent tax roll which is delivered by the Treasurer-Tax Collector of the County to the Auditor-Controller of the County pursuant to Section 2627 of the Revenue and Taxation Code of the State, or such other report, file or data of the Treasurer-Tax Collector or Auditor-Controller of the County as may be available from the County and mutually satisfactory to SANBAG and the Company.

"Master Indenture" means, as applicable, each of the master indentures listed on EXHIBIT B, incorporated herein by reference.

"Opinion of Counsel" means one or more written opinions of counsel, who may be an employee of or counsel to SANBAG, which counsel shall be acceptable to the recipient of such opinion or opinions.

“Person” any individual, corporation, partnership (general or limited), limited liability company, limited liability partnership, firm, joint venture, association, joint-stock company, trust, estate, unincorporated organization, governmental body or other entity.

“Premium” has the meaning set forth in Section 2.01(a) hereof.

“Property” means, with respect to an Assessment Installment Receivable, the real property that is encumbered by the Assessment Lien of such Assessment Installment Receivable.

“Property Owner” means, with respect to an Assessment Installment Receivable, the fee owner or owners of the related Property.

“Purchase Price” has the meaning set forth in Section 2.01(a) hereof.

“Purchased Tax Year” means, for a given Assessment Installment Receivable, the Tax Year ending on June 30 of the applicable calendar year, as set forth in EXHIBIT A hereto.

“Purchased Receivables” means the Assessment Installment Receivables listed on the Assessment Installment Receivables Schedule and purchased by the Company pursuant to this Agreement.

“Responsible Officer” means, with respect to SANBAG, the Executive Director, and the Deputy Executive Director, or any other official of SANBAG customarily performing functions similar to those performed by any of the above designated officials, and also with respect to a particular matter, any other official of SANBAG to whom such matter is referred because of such official’s knowledge of and familiarity with the particular subject.

“SANBAG” means San Bernardino Associated Governments, a joint exercise of powers authority organized and existing under the laws of the State, including any entity with which it may be consolidated or which otherwise succeeds to the interests of SANBAG.

“SANBAG HERO Program” means the SANBAG HERO Program established by SANBAG pursuant to Chapter 29 and the 1915 Act.

“State” means the State of California.

“Tax Year” means the 12-month period beginning on July 1 in any year and ending on the following June 30. Whenever in this Agreement reference is made to the Tax Year of a certain year, such reference is to the Tax Year ending June 30 of that year.

“Trustee” shall mean Deutsche Bank National Trust Company, a national banking association duly organized and existing under the laws of the United States of America, acting as trustee and not in its individual capacity, its successors and assigns, and any other corporation or association which may be at any time substituted in its place, as provided in the applicable Master Indenture.

Section 1.02 Other Definitional Provisions.

(a) All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein.

(b) As used in this Agreement and in any certificate or other document made or delivered pursuant hereto or thereto, accounting terms not defined in this Agreement or in any such certificate or other document, and accounting terms partly defined in this Agreement or in any such certificate or other document to the extent not defined, shall have the respective meanings given to them under generally accepted accounting principles. To the extent that the definitions of accounting terms in this Agreement or in any such certificate or other document are inconsistent with the meanings of such terms under generally accepted accounting principles, the definitions contained in this Agreement or in any such certificate or other document shall control.

(c) The words “hereof”, “herein”, “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement; Article, Section, Schedule and Exhibit references contained in this Agreement are references to Articles, Sections, Schedules and Exhibits in or to this Agreement unless otherwise specified; and the term “including” shall mean “including without limitation.”

(d) The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms.

(e) Any agreement, instrument or statute defined or referred to herein or in any instrument or certificate delivered in connection herewith means such agreement, instrument or statute as from time to time amended, modified or supplemented and includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein; references to a Person are also to its permitted successors and assigns.

Section 1.03 Term of this Agreement.

This Agreement shall remain in full force and effect for the period during which any of the Assessment Installment Receivables purchased under this Agreement remains outstanding.

Article II

Purchase and Sale of Assessment Installment Receivables

Section 2.01 Purchase and Sale of Assessment Installment Receivables; Assignment of Rights.

(a) *Purchase and Sale.* In consideration of the Company’s promise to deliver on the Closing Date to or upon the order of SANBAG the sum of \$293,987.90 (the “Purchase Price”), which is equal to the principal amount of \$273,477.12 of the delinquent Assessment Installments included in Assessment Installment Receivables to be purchased (“Assessment Installments Purchased”), plus a premium equal to seven and a half percent (7.5%) of the Assessment Installments Purchased (the “Premium”) in the amount of \$20,510.78, SANBAG does hereby sell, transfer, assign, set over and otherwise convey to the Company, without recourse (but subject to the obligations herein), all right, title and interest of SANBAG on the Closing Date, free and clear of all liens, claims and interest, whether now owned or hereinafter acquired, in and to:

- (i) the Assessment Installment Receivables;
- (ii) all Collections in respect of the Assessment Installment Receivables since the Cut-off Date; and

(iii) the proceeds of any and all of the foregoing.

(b) *Collections.* The Company shall be entitled, from and after the Closing Date, to receive all Collections with respect to the Assessment Installment Receivables.

(c) *Payment and Application of Purchase Price.* On the Closing Date, the Company shall pay or cause to be paid the Purchase Price, together with the Premium thereon, in immediately available funds by federal funds wire to or upon the order of SANBAG. SANBAG covenants that (i) it shall treat the Purchase Price as Assessments or Assessment Administrative Fees, as applicable, for all purposes under the terms of the applicable Master Indenture or other document by which any bonds, notes or other evidences of indebtedness were issued and secured by the Assessments to which the Assessment Installment Receivables relate, and (ii) it shall apply the Purchase Price to the payment of the bonds secured by the Assessments to which the Assessment Installment Receivables relate, and to the other authorized purposes to which the Assessments or the Assessment Administrative Fees may be applied (including without limitation replenishment of reserve funds and payment of administrative expenses), to the same extent that the proceeds of the Assessments and Assessment Administrative Fees constituting the Assessment Installment Receivables would have been required to be applied had they been paid by the respective property owner before delinquency and received by SANBAG.

Section 2.02 Closing Conditions. The obligation of the Company to purchase the Assessment Installment Receivables and pay the Purchase Price, together with the Premium thereon, will be subject to the accuracy of the representations and warranties of SANBAG herein, to the accuracy of statements to be made by or on behalf of SANBAG, to the performance by SANBAG of its obligations hereunder and to the following additional conditions precedent:

(a) *Executed Agreement.* At the Closing Date, this Agreement must have been authorized, executed and delivered by the respective parties thereto, and this Agreement and all official actions of SANBAG relating thereto must be in full force and effect and not have been amended, modified or supplemented.

(b) *Closing Documents.* The Company must receive the following opinions and certificates (which may be consolidated into a single certificate for convenience), dated the Closing Date and acceptable to the Company:

(i) *Legal Opinion of Bond Counsel.* An approving opinion of Bond Counsel to the effect that the obligations of SANBAG under this Agreement are valid, binding and enforceable, and as to certain other matters, addressed to, and in form and substance satisfactory to, SANBAG and the Company.

(ii) *Certificate of SANBAG.* A certificate signed by an appropriate official of SANBAG to the effect that:

(A) SANBAG is duly organized and validly existing as a joint exercise of powers authority under the Joint Exercise of Powers Act, being Chapter 5 of Division 7, Title 1 of the Government Code of the State of California and a Joint Exercise of Powers Agreement originally made and entered into as of March 15, 1973, as further amended to date,

(B) the representatives of SANBAG who executed this Agreement have been duly authorized to do so on behalf of SANBAG,

(C) the representations, agreements and warranties of SANBAG herein are true and correct in all material respects as of the Closing Date,

(D) SANBAG has complied with all the terms of this Agreement which are required to be complied with by SANBAG prior to or concurrently with the Closing Date, and

(E) the execution and delivery of this Agreement have been approved by the governing board of SANBAG, which approval was duly and regularly adopted in accordance with all applicable legal requirements.

Section 2.03 Right to Terminate. If SANBAG is unable to satisfy the conditions set forth in Section 2.02(a) and (b) hereof, as reasonably determined by the Company, this Agreement may be canceled either in part or in its entirety by the Company at any time. Notice of such cancellation shall be given to SANBAG in writing, or by telephone call confirmed in writing. Upon receipt of a notice of cancellation pursuant to this Section 2.03, SANBAG shall remit the full Purchase Price, together with the Premium thereon, to and upon the order of the Company.

Section 2.04 Pledge. Although the parties hereto intend that the sale of the Assessment Installment Receivables by SANBAG to the Company be characterized as an absolute sale rather than a secured borrowing, if the sale of the Assessment Installment Receivables is deemed to be a secured borrowing, then in order to secure SANBAG's obligations to the Company hereunder, SANBAG takes the actions set forth below.

(a) SANBAG hereby pledges, assigns and grants a lien to the Company on the following (the "Collateral"):

- (i) the Assessment Installment Receivables;
- (ii) the Collections; and
- (iii) all proceeds of the foregoing.

(b) SANBAG represents and warrants to the Company that:

(i) this Agreement creates a valid and continuing lien on the Collateral in favor of the Company, which is prior to all other liens, and is enforceable as such as against creditors of and purchasers from SANBAG;

(ii) SANBAG owns and has good and marketable title to the Collateral free and clear of any lien, claim or encumbrance of any person subject to the provisions of the applicable Master Indenture;

(iii) other than the lien granted to the Company pursuant to this Agreement, SANBAG has not pledged, assigned, sold, granted a lien on, or otherwise conveyed any of the Collateral; and

- (iv) SANBAG is not aware of any judgment or tax lien filings against SANBAG.

These representations and warranties shall survive the Closing and may not be waived.

Section 2.05 Release of Collateral upon Repurchase of Assessment Installment Receivables. Any Assessment Installment Receivable that is repurchased by SANBAG in accordance with this Agreement shall be released from the Collateral when the required payment is made pursuant to Section 3.01(e) of this Agreement. Promptly upon such release, the Company shall amend the Assessment Installment Receivables Schedule to reflect the release of such Assessment Installment Receivable from the terms of this Agreement. Such Assessment Installment Receivable shall cease to be a part of the Collateral and be released from, and no longer be subject to, the pledge of this Agreement. The Company agrees to take or cause to be taken such actions and to execute, deliver and record such instruments and documents as may be set forth in a written request of SANBAG to release such Assessment Installment Receivable from the lien of this Agreement.

Article III The Assessment Installment Receivables

Section 3.01 Representations, Warranties and Covenants as to the Assessment Installment Receivables.

(a) *Representations and Warranties.* SANBAG hereby represents and warrants to the Company that to SANBAG's knowledge (1) as of the Closing Date for the Assessment Installment Receivables, the information set forth in the Assessment Installment Receivables Schedule will be correct in all material respects, and (2) as to each Assessment Installment Receivable transferred hereunder, as of the Closing Date:

(i) SANBAG was the sole owner of such Assessment Installment Receivable;

(ii) SANBAG has full right and authority to sell such Assessment Installment Receivable as provided in this Agreement;

(iii) SANBAG sold such Assessment Installment Receivable free and clear of any and all liens, pledges, charges, security interests or any other statutory impediments to transfer created by or imposed upon SANBAG encumbering such Assessment Installment Receivable (but subject to the right of redemption by the related Property Owner), except for liens that will be discharged by the application of the proceeds of the sale thereof;

(iv) the sale of such Assessment Installment Receivable by SANBAG did not contravene or conflict with any laws, rules or regulations applicable to SANBAG;

(v) the Assessment Installments and Assessment Administrative Fees of which the Assessment Installment Receivable constitutes a portion were validly levied by SANBAG and, to the best knowledge of SANBAG and its agents and representatives, also validly levied and collected by the County on the secured property tax roll on behalf of SANBAG, in accordance with all applicable provisions of the laws, rules and regulations of the State, the County and of the United States;

(vi) the amount of the Assessment Installment Receivable includes Assessment Installments and Assessment Administrative Fees on the secured tax roll which have been levied by SANBAG and by the County on the secured property tax roll on behalf of SANBAG during the applicable Purchased Tax Year which were delinquent as of the Cut-off Date;

(vii) the Assessment Installment Receivable was secured by a legal, valid, binding and enforceable lien on the related Property;

(viii) the lien of the Assessment Installment Receivable represented a valid, proper and enforceable lien on the related Property, the priority of which was subject only to other Assessment Liens on such Property and to certain other priorities prescribed by statute;

(ix) the amount of such Assessment Installment Receivable includes a ten percent (10%) penalty imposed pursuant to Revenue & Taxation Code Section 2617 and/or 2618 on the portion of such Assessment Installment Receivable consisting of the delinquent Assessment Installment(s) and the delinquent Assessment Administrative Fee(s);

(x) interest payable by the related Property Owner has accrued and will continue to accrue on the delinquent Assessment Installments and Assessment Administrative Fees of which the Assessment Installment Receivable constitutes a portion from July 1 of the Tax Year following the Tax Year in which such Assessment Installment Receivable first became delinquent to the date of payment of such Assessment Installments Receivable at the rate of one and a half percent (1.5%) per month (not compounded) as provided in California Revenue and Taxation Code Section 4103;

(xi) such Assessment Installment Receivable had not been discharged or disallowed (in whole or in part) in a bankruptcy proceeding;

(xii) such Assessment Installment Receivable had not been compromised, adjusted or modified (including by the granting of any discounts, allowances or credits, but not including installment payment plans in accordance with law);

(xiii) such Assessment Installment Receivable was not subject to a foreign government's diplomatic immunity from enforcement or treaty with the United States of America;

(xiv) there existed no fact, condition or circumstance that would prevent the County from being able to sell the related Property in a tax sale upon the expiration of a period of five years from July 1 of the Tax Year after the Tax Year in which the Assessment Installments became delinquent;

(xv) no right of rescission, setoff, counterclaim or defense had been asserted with respect to such Assessment Installment Receivable;

(xvi) SANBAG has not received notice that such Assessment Installment Receivable relates to a Property owned by a Property Owner that is subject to any bankruptcy proceeding commenced prior to the Closing Date;

(xvii) such Assessment Installment Receivable does not relate to a Property owned by a federal, state, or local governmental entity;

(xviii) SANBAG had not waived any penalties or interest with respect to such Assessment Installment Receivable;

(xix) each of the requirements included in the definition of "Assessment Installment Receivable" is satisfied with respect to such Assessment Installment Receivable; and

(xx) none of the exclusion criteria set forth in EXHIBIT C are applicable to such Assessment Installment Receivable unless, as of the Closing Date, any such criteria has been expressly waived in writing by the Company.

(b) Survival of Representations and Warranties; Liability of SANBAG.

(i) It is understood and agreed that the representations and warranties set forth in this Section 3.01, Section 2.04 Section 4.01 and Section 4.02 shall survive the consummation of the sale of the Assessment Installment Receivables on the Closing Date and shall inure to the benefit of the Company.

(ii) It is understood and agreed that the representations and warranties made by SANBAG in Section 3.01(a) hereof are made solely for the purpose of determining the existence of a Defective Assessment Installment Receivable, and in no case shall SANBAG or any of its officers or employees have any liability if it was subsequently discovered that such representations and warranties were in fact false at the time they were made, other than the obligation of SANBAG to repurchase Defective Assessment Installment Receivables as provided in this Agreement.

(c) *Defective Assessment Installment Receivables.* Upon discovery by SANBAG or the Company (based on information provided by the County, examination of the Delinquent Tax Roll, or otherwise) of a breach of any of the foregoing representations and warranties (without regard to any knowledge qualifier) that materially and adversely affects the value of any Assessment Installment Receivable (such Assessment Installment Receivable, a "Defective Assessment Installment Receivable"), the party making such discovery shall immediately notify SANBAG or the Company of such discovery and describe in reasonable detail the representations and warranties that were breached.

The Company may, at its option, require SANBAG to repurchase the Defective Assessment Installment Receivable. Under no circumstances will SANBAG have the right to require the resale of a Defective Assessment Installment Receivable to the Company. SANBAG shall have no right to substitute another Assessment Installment Receivable for a Defective Assessment Installment Receivable.

If the Company elects to require SANBAG to repurchase a Defective Assessment Installment Receivable, the Company shall give written notice to SANBAG. Such notice must (i) identify the Defective Assessment Installment Receivable, (ii) if the Assessment Installment Receivable Balance as of the Closing Date is determined to be less than the amount thereof shown on the Assessment Installment Receivables Schedule, state the amount of such deficiency

and (iii) be accompanied by documentation from the County which reasonably establishes the factual basis for the determination of the breach. SANBAG shall fully cooperate (at its own expense), or utilize all reasonable efforts to cause the County to cooperate, as reasonably requested by the Company in the investigation and reporting of the foregoing matters.

For purposes of clause (ii) of the preceding paragraph, if the adjustments to the Assessment Installment Receivable Balance result from adjustments to the Delinquent Tax Roll provided by the County, the Company will use its best reasonable efforts to obtain the reason(s) for the adjustments from the County, but if the Company is unable to obtain such reasons despite using its best reasonable efforts to do so, such inability shall not be grounds for rejection or disallowance of the adjustment.

(d) *Effect of Reduced Assessment Installment Receivable Amount.* If any Assessment Installment Receivable becomes a Defective Assessment Installment Receivable solely as a result of the determination that the Assessment Installment Receivable Balance as of the Closing Date (or applicable repurchase date) was less than the amount set forth on the Assessment Installment Receivables Schedule, then only the amount of the reduction of such Assessment Installment Receivable shall be deemed to be repurchased and such Assessment Installment Receivable, at its reduced Assessment Installment Receivable Balance, shall continue to be an Assessment Installment Receivable for all purposes of this Agreement.

(e) *Cure or Purchase of Defective Assessment Installment Receivables.* As to any Defective Assessment Installment Receivable, on or prior to the next date on which SANBAG receives the normal payments of Assessment Installments and Assessment Administrative Fees from the County following the day on which it is discovered that what was supposed to be an Assessment Installment Receivable is, in fact, a Defective Assessment Installment Receivable, SANBAG shall, at its option, either (A) cure or cause to be cured such breach or (B) pay to the Company, in immediately available funds, the Defective Assessment Installment Receivable Purchase Amount.

If any Assessment Installment Receivable is determined to be a Defective Assessment Installment Receivable prior to the Closing Date, the Defective Assessment Installment Receivable Purchase Amount shall be subtracted from the Purchase Price and Premium payable to SANBAG on the Closing Date.

The obligations of SANBAG under this Section 3.01(e) shall constitute the sole remedies available to the Company with respect to a Defective Assessment Installment Receivable and SANBAG shall not incur any other liability to the Company or any other Person because of any inaccuracy of any representation or warranty made under this Section 3.01 with respect to the Assessment Installment Receivables. Upon the repurchase of a Defective Assessment Installment Receivable by SANBAG, the Company shall cause the Assessment Installment Receivables Schedule to be amended to delete the Defective Assessment Installment Receivable, and SANBAG shall have no further liabilities or obligations with respect to such Defective Assessment Installment Receivable.

(f) *Company's Calculation of Defective Assessment Installment Receivables.* The Company shall cause the Company's calculations and/or recalculations of any adjustments made under this Section 3.01 (herein, "Adjustments") to be delivered to SANBAG. SANBAG shall have ten (10) Business Days after delivery thereof to review the Adjustments and submit to the Company any objections and deliver revised Adjustments to SANBAG. If SANBAG does not

respond to any such Adjustments (as they may be revised) within ten (10) Business Days after delivery, such Adjustments shall be deemed final and binding on SANBAG, and SANBAG shall remit any payment required by Section 3.01(e).

Section 3.02 Enforcement and Collection; Assignment of Rights.

(a) *Enforcement Rights of the Company.* Except as provided herein, the Company shall be entitled to assert all right, title, and interest of SANBAG in the enforcement and collection of the Purchased Receivables, including but not limited to SANBAG's lien priority, and SANBAG's right to receive the Collections on the Purchased Receivables. Notwithstanding the foregoing, the Company acknowledges that Streets & Highways Code Section 5898.28(b)(2) provides that (i) the Company is not authorized to initiate and prosecute a judicial foreclosure action upon the Properties securing the payment of the Purchased Receivables and (ii) prosecution of such a judicial foreclosure action remains the responsibility of SANBAG.

From and after the receipt by SANBAG of the Purchase Price on the Closing Date, SANBAG shall have no rights whatsoever in and to the Purchased Receivables, including but not limited to the right to receive any Collections in respect of the Purchased Receivables, except with respect to Defective Assessment Installment Receivables repurchased by SANBAG in accordance with Section 3.01 hereof.

SANBAG shall cooperate fully with the Company as may be reasonably required by the Company to exercise any enforcement rights granted to the Company under this Agreement. SANBAG shall take all actions as may be reasonably required by law, including but not limited to the initiation of judicial foreclosure proceedings upon the request of the Company upon the Properties securing the payment of the Purchased Receivables upon behalf of the Company as provided for herein, fully to preserve, maintain, defend, protect and confirm the interests of the Company in the Purchased Receivables and the Collections. Any such enforcement actions, including judicial foreclosure proceedings, required to be undertaken by SANBAG at the Company's request shall be at the sole expense of the Company. If the cost of any such enforcement action is recovered by SANBAG such funds shall first be used to reimburse SANBAG for any such costs that have not been paid by the Company and, upon reimbursement of SANBAG for all such costs, such remaining funds shall be used to reimburse the Company for such costs as have been paid by the Company.

The Company and SANBAG agree that the primary means of enforcement of the payment of a Purchased Receivable shall be a tax sale by the County in which the Property securing such Purchased Receivable is located pursuant to the applicable provisions of Part 6 of Division 1 of the California Revenue and Taxation Code (the "R&T Code"). The Company shall initially forebear from requesting SANBAG to initiate judicial foreclosure proceedings upon any Property securing the payment of a Purchased Receivable for a period of nine (9) years from the date of the original delinquency of the Purchased Receivable. If the County fails to attempt to sell such Property as required pursuant to R&T Code Section 3692 within nine (9) years from the date such Property can be sold at a tax sale, the Company may request that SANBAG initiate judicial foreclosure proceedings to secure the payment of the Purchased Receivable. Following receipt of such request from the Company, SANBAG may, at its sole discretion, (1) initiate such foreclosure proceedings or (2) repurchase such Purchased Receivable from the Company for an amount equal to the Purchase Price and Premium of such Purchased Receivables set forth in the Assessment Installment Receivables Schedule reduced by the amount, if any of Collections on

such Purchased Receivables which have been applied to the recovery of such Purchase Price and Premium and paid to the Company as of the date of calculation.

(b) *Change of Records; Further Actions and Assurances.* On or before the Closing Date, SANBAG shall mark its appropriate records so that, from and after the Closing Date, records of SANBAG shall indicate that such Purchased Receivables have been sold. SANBAG hereby agrees to (i) execute, deliver and cause to be approved and/or recorded all documents, and take all actions, as may be required to assign the Purchased Receivables and the Collections to the Company under this Agreement, and to notify the County of the assignments made under this Agreement, and (ii) execute, deliver and cause to be approved all amendments to any documents under which bonds or other debt secured by the Purchased Receivables were issued as may be required to assign the Purchased Receivables and the Collections to the Company under this Agreement, and to notify any applicable bond trustee, fiscal agent or payment agent of the assignments made under this Agreement.

(c) *Administration and Remittances of Collections.* SANBAG shall take all commercially reasonable best efforts as may be required to cause the Collections, when remitted by the County to SANBAG, to be remitted as soon as reasonably possible, and in any event not less frequently than once per calendar year, by or on behalf of SANBAG to the Company by federal funds wire transfer to the following account:

CIBC Bank USA
ABA 071006486
Acct Number: 2202292
Acct Name: Elm Limited LLC

If the Company becomes aware of Collections that have been remitted by the County to SANBAG and not paid to the Company, the Company may notify SANBAG in writing and SANBAG agrees to take all actions required to remit those Collections to the Company as soon as reasonably possible. If any Collections received by SANBAG from the County are not remitted to the Company within ten (10) business days of such notice, SANBAG agrees to pay to the Company upon demand interest on the amount of such unpaid Collections at the rate of ten percent (10%) per annum for each day such Collections remain unpaid after such date.

SANBAG shall cause all notices and reports relating to the Purchased Receivables to be provided to the Company as and when they are available from SANBAG, the Trustee or the Assessment Administrator. In addition, SANBAG shall provide, or cause the Assessment Administrator to provide monthly reporting to the Company on the status of Assessment Installment Receivables, cash reconciliations, and such other similar reports as the Company may reasonably request to enable the Company to account for the Assessment Installment Receivables. The costs of providing such notices and reports as described in this paragraph shall be borne by SANBAG.

(d) *Covenant Not to Waive Penalties.* SANBAG agrees not to waive all or any portion of delinquency penalties and redemption penalties as permitted by any provision of applicable law with respect to any delinquent Assessment Installments included within the Purchased Receivables.

Article IV SANBAG

Section 4.01 Representations of SANBAG. SANBAG makes the following representations on which the Company is deemed to have relied in acquiring the Assessment Installment Receivables. The representations speak as of the Closing Date, and shall survive the sale of the Assessment Installment Receivables to the Company and the pledge thereof to the Company pursuant to this Agreement.

(a) *Due Organization, Existence and Company.* SANBAG is a joint exercise of powers authority, duly organized and validly existing under the Joint Exercise of Powers Act, being Chapter 5 of Division 7, Title 1 of the Government Code of the State of California and a Joint Exercise of Powers Agreement originally made and entered into as of March 15, 1973, as further amended to date, has full legal right, power and authority under the Constitution and laws of the State to enter into this Agreement, to sell the Assessment Installment Receivables and the Collections to the Company, and to carry out and consummate all transactions contemplated hereby.

(b) *Due Execution.* By all necessary official action of the governing board of SANBAG, SANBAG has duly authorized and approved the execution and delivery of, and the performance by it of the obligations contained in this Agreement, and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded.

(c) *Valid, Binding and Enforceable Obligations.* This Agreement constitutes the legal, valid and binding obligation of SANBAG, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors' rights, generally.

(d) *Consents and Approvals.* No consent or approval of any trustee or holder of any indebtedness of SANBAG or of the voters of SANBAG's member jurisdictions, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental agency, is necessary in connection with the execution and delivery of this Agreement, or the consummation of any transaction herein or therein contemplated, except as have been obtained or made and as are in full force and effect.

(e) *No Conflicts.* The authorization, execution and delivery of this Agreement and compliance with the provisions of this Agreement do not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which SANBAG (or any of its officers in their respective capacities as such) are subject, or by which it or any of its properties are bound; nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be provided by this Agreement.

(f) *No Litigation.* No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, is pending with service of process accomplished or, to the knowledge of SANBAG, pending or threatened, that:

(i) in any way questions the legal existence of SANBAG or the titles of the officers of SANBAG to their respective offices that would have any material likelihood of affecting the obligations of SANBAG under this Agreement;

(ii) contests the validity or the power and authority of SANBAG to sell or pledge the Assessment Installment Receivables to Company;

(iii) affects, contests or seeks to prohibit, restrain or enjoin the execution and delivery of this Agreement, the sale or pledge of the Assessment Installment Receivables by SANBAG to Company, or the payment of Collections on the Assessment Installment Receivables to the Company;

(iv) in any way contests or affects the validity of this Agreement, the power or authority of SANBAG to enter into this Agreement and perform its obligations hereunder or the consummation of the transactions contemplated hereby; or

(v) may result in any material adverse change relating to SANBAG's ability to comply with its obligations under this Agreement or to the Assessment Installment Receivables.

Section 4.02 Additional Representations and Agreements. SANBAG makes the following additional representations and agreements as of the Closing Date, on which the Company is deemed to have relied in acquiring the Assessment Installment Receivables:

(a) SANBAG has transferred the Assessment Installment Receivables to the Company pursuant to this Agreement for the Purchase Price, together with the Premium thereon, specified in this Agreement in cash. The consideration paid to SANBAG represents the fair market value of the Assessment Installment Receivables. This consideration was agreed upon as the result of arm's length negotiations. SANBAG has determined that the transactions contemplated by this Agreement and the related documents provide the maximum available financial benefits to SANBAG consistent with other objectives and requirements of SANBAG.

(b) SANBAG properly treats the transfer of the Assessment Installment Receivables to the Company as a sale pursuant to generally accepted accounting principles.

(c) There are no other agreements between SANBAG and the Company relating to or affecting the Assessment Installment Receivables, other than this Agreement.

(d) SANBAG does not receive any payments with respect to the Assessment Installment Receivables, except pursuant to this Agreement.

(e) SANBAG will mark its appropriate records so that they indicate the Assessment Installment Receivables have been sold and that the Company is the owner of such Assessment Installment Receivables. Such records of SANBAG may be in the form of a computer tape, microfiche, or other electronic or computer media.

(f) Sales of assets to the Company by SANBAG, including but not limited to the Assessment Installment Receivables, at all times have constituted and will constitute absolute transfers and conveyances, for fair and reasonably equivalent consideration, of all of the seller's right, title and interest in, to and under those assets for all purposes.

(g) SANBAG at no time has taken or will take any action that is inconsistent with any of the foregoing assumptions and that has given or will give (i) any creditor or future creditor of the Company cause to believe mistakenly that any obligation incurred by SANBAG has been or will be not only the obligation of SANBAG, but also of the Company, or (ii) any creditor or future creditor of either SANBAG or the Company cause to believe mistakenly that SANBAG and the Company have not been or will not continue to remain separate and distinct entities.

Section 4.03 Representations of Company. Company makes the following representations as of the Closing Date on which the SANBAG is deemed to have relied in selling the Assessment Installment Receivables to Company.

(a) *Due Organization, Existence and Company.* Company is a limited liability company, duly organized and validly existing under the laws of the State of Illinois, has full legal right, power and authority under the Constitution and laws of the State to enter into this Agreement, to purchase the Assessment Installment Receivables and the Collections from SANBAG, and to carry out and consummate all transactions contemplated hereby.

(b) *Due Execution.* By all necessary official action of Company, Company has duly authorized and approved the execution and delivery of, and the performance by it of the obligations contained in this Agreement, and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded.

(c) *Valid, Binding and Enforceable Obligations.* This Agreement constitutes the legal, valid and binding obligation of Company, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors' rights, generally.

(d) *No Conflicts.* The authorization, execution and delivery of this Agreement and compliance with the provisions of this Agreement do not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which Company (or any of its officers in their respective capacities as such) are subject, or by which it or any of its properties are bound; nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be provided by this Agreement.

(e) *Consents and Approvals.* No consent or approval of any trustee or holder of any indebtedness of Company and no consent, permission, authorization, order or license of, or filing or registration with, any governmental agency, is necessary in connection with the execution and delivery of this Agreement, or the consummation of any transaction herein or therein contemplated, except as have been obtained or made and as are in full force and effect.

(f) *No Litigation.* No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, is pending with service of process accomplished or, to the knowledge of Company, pending or threatened, that:

(i) in any way questions the legal existence of Company or the titles of the officers of Company to their respective offices that would have any material likelihood of affecting the obligations of Company under this Agreement;

(ii) contests the validity or the power and authority of Company to purchase the Assessment Installment Receivables from SANBAG;

(iii) affects, contests or seeks to prohibit, restrain or enjoin the execution and delivery of this Agreement, the purchase of the Assessment Installment Receivables by Company from SANBAG, or the payment of Collections on the Assessment Installment Receivables to the Company;

(iv) in any way contests or affects the validity of this Agreement or the consummation of the transactions contemplated hereby; or

(v) may result in any material adverse change relating to Company's ability to comply with its obligations under this Agreement.

Article V Miscellaneous

Section 5.01 Amendment. This Agreement may be amended by an instrument in writing signed by SANBAG and the Company.

Section 5.02 Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto and is made solely for the benefit of the parties hereto. No other person shall acquire or have any right hereunder by virtue hereof, except as provided herein.

Section 5.03 Notices. All notices or communications to be given under this Agreement shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other party in writing from time to time. Notice shall be effective either (a) upon actual receipt after deposit in the United States mail, postage prepaid, or (b) in the case of personal delivery to any person, upon actual receipt. The Company or SANBAG may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the Company: FNA California, LLC
c/o First National Assets
120 N. LaSalle, Suite 1220
Chicago, IL 60602
Attn: General Counsel

If to SANBAG: San Bernardino Associated Governments
1170 West 3rd Street, 2nd Floor
San Bernardino, California 92410
Attn: Hilda Flores, Chief Financial Officer

Section 5.04 No Assignment by SANBAG. Notwithstanding anything to the contrary contained herein, this Agreement may not be assigned by SANBAG.

Section 5.05 Limitations on Rights of Others. The provisions of this Agreement are solely for the benefit of SANBAG and the Company, and nothing in this Agreement, whether express or implied, shall be construed to give to any other Person any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

Section 5.06 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 5.07 Separate Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 5.08 Headings. The headings of the various Articles and Sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

Section 5.09 Governing Law and Venue.

(a) This Agreement shall be construed in accordance with the laws of the State, without reference to its conflict of law provisions, and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.

(b) To the extent permitted by law, the parties hereto agree that any and all claims asserted against the Company arising under this Agreement or related thereto shall be heard and determined either in the courts of the United States located in Riverside, California or in the California State Courts located in San Bernardino, California.

(c) If SANBAG commences any action against the Company in a court located other than in Riverside or San Bernardino, California, upon request of the Company, SANBAG shall either consent to a transfer of the action to a court of competent jurisdiction located in Riverside (federal) or San Bernardino (State), California or, if the court where the action is initially brought will not or cannot transfer the action, SANBAG shall consent to dismiss such action without prejudice and may thereafter reinstitute the action in a court of competent jurisdiction in Riverside (federal) or San Bernardino (State), California.

(d) To the extent permitted by law, the parties hereto agree that any and all claims asserted against SANBAG arising under this Agreement or related thereto shall be heard and determined either in the courts of the United States located in Riverside County, California or in the California State Courts located in San Bernardino County, California.

(e) If the Company commences any action against SANBAG in a court located other than in Riverside (federal) or San Bernardino (State) County, California, upon request of SANBAG, the Company shall either consent to a transfer of the action to a court of competent jurisdiction located in Riverside (federal) or San Bernardino (State) County, California or, if the court where the action is initially brought will not or cannot transfer the action, the Company shall consent to dismiss such action without prejudice and may thereafter reinstitute the action in a court of competent jurisdiction in Riverside (federal) or San Bernardino (State) County, California.

(f) With respect to any action between SANBAG and the Company in California State Court brought in accordance with the provisions of this Section, SANBAG and the Company each hereby expressly waives and relinquishes any rights either might otherwise have (i) to move to dismiss on grounds of forum non conveniens; (ii) to remove to Federal Court; and (iii) to move for a change of venue to a California State Court outside the county in which it is pending.

(g) With respect to any action between SANBAG and the Company in Federal Court brought in accordance with the provisions of this Section, SANBAG and the Company each hereby expressly waives and relinquishes any right either might otherwise have to move to transfer the action to another United States Court.

Section 5.10 Nonpetition Covenants. Notwithstanding any prior termination of this Agreement, SANBAG shall not, prior to the date which is one (1) year and one (1) day after the termination of this Agreement with respect to the Company, acquiesce, petition or otherwise invoke or cause the Company to invoke the process of any court or government against Company for the purpose of commencing or sustaining a case against the Company under any Federal or state bankruptcy, insolvency or similar law or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Company or any substantial part of its property, or ordering the winding up or liquidation of the affairs of the Company.

Section 5.11 Successor Is Deemed Included In All References To Predecessor. Whenever in this Agreement either SANBAG or the Company is named or referred to, such reference shall be deemed to include the successors thereof, and all the covenants and agreements in this Agreement by or for the benefit of SANBAG and Company shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Section 5.12 Waiver of Personal Liability. No member, officer, agent or employee of the Company or SANBAG shall be individually or personally liable for the payment of any amount due hereunder or be subject to any personal liability or accountability by reason of the transactions described herein; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law or by this Agreement.

Section 5.13 Exclusive Right of First Refusal. SANBAG hereby grants to the Company an exclusive right of first refusal to purchase, upon similar and mutually agreeable terms in this Agreement, *mutatis mutandis*, Assessment Installment Receivables that become delinquent with respect to the Tax Years ending on June 30, 2024, June 30, 2025 and June 30, 2026 as follows:

(a) With respect to Assessment Installment Receivables secured by Properties that also secure Assessment Installment Receivables that were previously purchased by the Company, such purchases shall be documented by the execution of an agreement in the form of this Agreement, *mutatis mutandis*, with the purchase price and premium calculated in the same manner as this Agreement; and

(b) With respect to all other Assessment Installment Receivables, such purchases shall be documented by the execution of an agreement in the form of this Agreement, *mutatis mutandis*, with the purchase price and premium calculated in the same manner as this Agreement, modified as the parties mutually agree.

[Next page is signature page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

SAN BERNARDINO ASSOCIATED
GOVERNMENTS

By

Name: Raymond W. Wolfe
Title: Executive Director

Approved as to Form

By:

Bond Counsel

FNA CALIFORNIA, LLC

By

Name: John Eisinger
Title: CEO

Attachment: 23-1002825 (8704 : Purchase and Sale Agreement for PACE Assessment Receivables)

EXHIBIT "B"
LIST OF MASTER INDENTURES

- (a) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of November 1, 2013, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (First Residential Property Tranche – Phase One);
- (b) Amended and Restated Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of September 3, 2014, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (First Residential Property Tranche – Phase One);
- (c) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of September 3, 2014, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Second Residential Property Tranche – Phase One);
- (d) Amended and Restated Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of March 4, 2015, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Second Residential Property Tranche – Phase One);
- (e) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of March 4, 2015 relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Third Residential Property Tranche – Phase One);
- (f) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of July 1, 2015, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Fourth Residential Property Tranche – Phase One);
- (g) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of October 1, 2015, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Fifth Residential Property Tranche – Phase One);
- (h) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of January 1, 2016, relating to the San Bernardino Associated Governments Limited Obligation Improvements

Attachment: 23-1002825 (8704 : Purchase and Sale Agreement for PACE Assessment Receivables)

Bonds (SANBAG HERO Program) (Sixth Residential Property Tranche – Phase One);

- (i) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of May 1, 2016 relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Seventh Residential Property Tranche – Phase One);
- (j) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of September 1, 2016, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Eighth Residential Property Tranche – Phase One);
- (k) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of January 1, 2017, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Ninth Residential Property Tranche – Phase One);
- (l) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of March 1, 2017, relating to the San Bernardino Associated Governments Limited Subordinate Obligation Improvement Bonds (SANBAG HERO Program) (First Residential Property Tranche – Phase One), as amended;
- (m) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of May 1, 2017, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Tenth Residential Property Tranche – Phase One);
- (n) Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of September 1, 2017, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Eleventh Residential Property Tranche – Phase One);
- (o) Amended and Restated Master Indenture by and between SANBAG and Deutsche Bank National Trust Company, as Trustee, dated as of November 1, 2017, relating to the San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (Eleventh Residential Property Tranche – Phase One).

EXHIBIT "C"
EXCLUSION CRITERIA

1. On the Closing Date, an Assessment Installment Receivable that is not lawfully collectable or no longer constitutes a valid and existing lien on the subject Property.
2. On the Closing Date, an Assessment Installment Receivable where the subject Property (i) has been or is expected to be designated as a CERCLA or government designated environmental cleanup site or (ii) is subject to environmental contamination that could materially decrease the market value thereof.
3. On the Closing Date, a subject Property that is described as, owned by, or used for (a) vacant land, (b) a church or religious organization, (c) orphanages or other non-profit or charitable services, (d) sanitariums, convalescent and rest homes, (e) military properties, (f) forests parks or recreational areas, (g) public schools, (h) public colleges (i) public hospitals, (j) county properties, (k) state properties, (l) federal properties, (m) municipal properties, (n) utility properties (e.g., gas, electric, telephone, water, sewage, railroads, pipelines, canals, radio/tv/mobile communications towers), (o) subsurface rights, (p) right-of-way, streets, roads, irrigation channels and ditches, (q) rivers, lakes or other submerged lands, (r) sewage, disposal, solid waste disposal, borrow pits, drainage reservoirs, waste lands, marshes, sand dunes, or swamps or (s) heavy manufacturing or mineral processing.
4. At the time of origination, a subject Property, including improvements thereon, has an assessed value or market value of less than \$75,000.
5. On the Closing Date, an Assessment Installment Receivable where the original date of delinquency is greater than three hundred sixty-five (365) days prior to the Cut-off Date.
6. An Assessment Installment Receivable that was not originated by a SANBAG or any of its authorized program administrators.
7. On the Closing Date, an Assessment Installment Receivable that has been (a) challenged as to amount, enforceability or validity, (b) the subject of litigation, (c) subject to right of rescission, right of setoff or counterclaim, or (d) subjected to the assertion of defenses with respect to any of the foregoing.
8. At the time of origination, an Assessment Installment Receivable where (a) the loan to value ratio of the existing mortgage is greater than ninety percent (90%) or (b) the ratio of the aggregate amount of debt secured by any lien on the related Property to the market value of the Property is greater than ninety-five percent (95%).
9. On the Closing Date, an Assessment Installment Receivable that is subordinate to other valid claims on the subject Property or that otherwise does not have a first lien.

Minute Action

AGENDA ITEM: 5

Date: July 6, 2022

Subject:

Resolution No. 23-002 Authorizing Placement of Assessments on the Tax Roll and Agreement for Collection of Special Taxes Related to the Property Assessed Clean Energy Program

Recommendation:

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

- A. Approve Resolution No. 23-002, authorizing the placement of assessments related to the Property Assessed Clean Energy Program on the tax roll for Fiscal Year 2022/2023.
- B. Approve Agreement No. 23-1002827 with the San Bernardino County Auditor-Controller/Treasurer/Tax Collector, authorizing the Collection of Special Taxes, Fees, and Assessments.

Background:

On March 6, 2013, the Board of Directors held a public hearing and then adopted Resolution No. 13-044, creating the Home Energy Renovation Opportunity (HERO) Program, a Property Assessed Clean Energy (PACE) Program, that allows a jurisdiction and an interested property owner to enter into a contractual agreement to finance the installation of eligible renewable energy, energy efficiency, or water efficiency improvements that are permanently affixed to the property. San Bernardino Associated Governments (SBCOG) loans the property owner the funds for the improvements. The amount of the loan plus a fixed interest amount is repaid through an assessment on the property tax bill for the property. SBCOG obtains the funds to loan by selling bonds to private investors secured by the property tax assessments paid by the property owners.

The HERO Program, administered by SBCOG, ended on June 30, 2017. However, during the four (4) years of the program, more than 15,000 assessments were created and SBCOG has a continuing obligation to bond holders to see that those existing assessments are collected.

Resolution No. 23-002 requests the San Bernardino County Auditor-Controller/Treasurer/Tax Collector to enter the special assessments on the tax roll consistent with the obligations agreed to by the property owners that participated in the HERO Program and with SBCOG's obligations to the trustee and bondholders. The complete list of properties to be included on the tax roll is on file with the Clerk of the Board and available for review.

Additionally, the San Bernardino County Auditor-Controller/Treasurer/Tax Collector requests that each agency sign their Agreement for Collection of Special Taxes, Fees, and Assessments each year. This agreement is required by San Bernardino County (County) and covers the expectations and responsibilities of the agency requesting the collection of the assessment or special tax and the County in the collection of that assessment or special tax.

Entity: San Bernardino Council of Governments

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 8, 2022. SBCOG General Counsel has reviewed this item, the draft resolution, and the draft agreement.

Responsible Staff:

Hilda Flores, Chief Financial Officer

Approved
Board of Directors
Date: July 6, 2022
Witnessed By:

RESOLUTION NO. 23-002**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN BERNARDINO ASSOCIATED GOVERNMENTS MAKING CERTAIN REPRESENTATIONS AND AUTHORIZING THE PLACEMENT OF ASSESSMENTS ON THE TAX ROLL IN SAN BERNARDINO COUNTY**

WHEREAS, pursuant to Chapter 29 of Part 3 of Division 7 of the Streets and Highways Code of the State of California (“Chapter 29”), the Joint Exercise of Powers Agreement of the San Bernardino Associated Governments (“SANBAG”), originally made and entered into October 17, 1975, as further amended to date, and each separate Memorandum of Understanding by and between SANBAG and those parties to the Joint Exercise of Powers Agreement (each, a “Participating Party”) that have elected to participate in the implementation of a Property Assessed Clean Energy (“PACE”) Program to finance the installation of distributed generation renewable energy sources, energy or water efficiency improvements or electric vehicle charging infrastructure, SANBAG has undertaken proceedings to establish and has established such a PACE Program known as the “SANBAG HERO Program” (the “HERO Program”), to assist property owners within the jurisdictional boundaries of each Participating Party (the “Program Area”) with the costs of installing distributed generation renewable energy sources, energy or water efficient improvements or electric vehicle charging infrastructure (the “Authorized Improvements”) that are permanently fixed to their property; and

WHEREAS, SANBAG has by previous resolutions declared its intent to levy assessments for the purpose of financing Authorized Improvements under the provisions of Chapter 29; and

WHEREAS, assessment contracts have been entered into for properties located within the jurisdictional boundaries of San Bernardino County (the “County”); and

WHEREAS, the special assessments levied against the real property within the County are not levied with regard to property values but rather are fixed special assessments based upon the costs of the Authorized Improvements and the financing of such improvements; and

WHEREAS, SANBAG has determined and hereby certifies that the assessments are exempt from the provisions of Proposition 218, which was passed by the voters in November 1996; and

WHEREAS, SANBAG has further determined that the assessments are in compliance with all applicable laws; and

WHEREAS, SANBAG requests that the Auditor-Controller of the County enter those special assessments identified in Exhibit A on the tax roll for collection by the Auditor-Controller for the 2022-2023 Fiscal Year.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Bernardino Associated Governments as follows:

Section 1. The above recitals are true and correct.

Section 2. SANBAG orders the levy and collection of such special assessments identified on Exhibit A within the jurisdictional boundaries of each Participating Party within the County for the 2022-2023 Fiscal Year, and in each subsequent fiscal year in which the charges may validly be levied; that a copy of this resolution shall be delivered to the Auditor-Controller of the County for placement of such assessments on the 2022-2023 Tax Roll of the County, and in each subsequent fiscal year in which the charges may validly be levied.

Section 3. The special assessments are in compliance with all applicable laws and are exempt from the provisions of Proposition 218.

Section 4. In the event of delinquencies, SANBAG will pursue the removal of the delinquent special taxes from the delinquent secured tax roll in accordance with the provisions of the Master Indenture.

Section 5. The Chief Financial Officer, or any designee of the Chief Financial Officer (each, an “Authorized Representative”), is hereby authorized and directed to take any other actions in the judgment of the Chief Financial Officer or such Authorized Representative necessary to place the special assessments on the 2022-2023 Tax Roll of the County, including, but not limited to making additions, deletions and modifications to Exhibit A attached hereto.

Section 6. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the Board of Directors of the San Bernardino Associated Governments held on July 6, 2022.

Art Bishop, SBCTA Board President

ATTEST:

Marleana Roman, Clerk of the Board



AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR
 AGREEMENT FOR COLLECTION OF SPECIAL
 TAXES, FEES, AND ASSESSMENTS
 FISCAL YEAR 2022-23

THIS AGREEMENT is made and entered into this 6 day of July, 2022,
 by and between the COUNTY OF SAN BERNARDINO, hereinafter referred to as "County"
 and the San Bernardino Associated Governments, hereinafter referred to as "District".

WITNESSETH:

WHEREAS, Government Code Sections 29304 and 51800 authorize the County to recoup its collection costs when the County collects taxes, fees, or assessments for any city, school district, special district, zone or improvement district thereof; and

WHEREAS, the District and County have determined that it is in the public interest that the County, when requested by District, collect on the County tax rolls the special taxes, fees, and assessments for District.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. County agrees, when requested by District as hereinafter provided to collect on the County tax rolls the special taxes, fees, and assessments of District, and of each zone or improvement District thereof.
2. When County is to collect District's special taxes, fees, and assessments, District agrees to notify in writing the Auditor-Controller (268 W. Hospitality Lane, 4TH floor, San Bernardino, CA 92415) of the County on or before the 10th day of August of each fiscal year of the Assessor's parcel numbers and the amount of each special tax, fee, or assessment to be so collected. Any such notice, in order to be effective, must be received by the Auditor-Controller by said date.
3. County may charge District an amount per parcel for each special tax, fee, or assessment that is to be collected on the County tax rolls by the County for the District, not to exceed County's actual cost of collection.
4. District warrants that the taxes, fees, or assessments imposed by District and collected pursuant to this Agreement comply with all requirements of state law, including but not limited to, Articles XIIIC and XIID of the California Constitution (Proposition 218).
5. District hereby releases and forever discharges County and its officers, agents, and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of District's responsibility under

AGCY _____

this agreement, or other action taken by District in establishing a special tax, fee, or assessment and implementing collection of special taxes, fees or assessments as contemplated in this agreement.

6. The County Auditor-Controller has not determined the validity of the taxes or assessments to be collected pursuant to this contract, and the undersigned District hereby assumes any and all responsibility for making such a determination. The undersigned District agrees to indemnify, defend, and hold harmless the County and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract or the imposition of the taxes or assessments collected pursuant to this contract, and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law. If any judgment is entered against County or any other indemnified party as a result of action taken to implement this Agreement, District agrees that County may offset the amount of any judgment paid by County or by any indemnified party from any monies collected by County on District's behalf, including property taxes, special taxes, fees, or assessments. County may, but is not required to, notify District of its intent to implement any offset authorized by this paragraph.

7. District agrees that its officers, agents and employees will cooperate with County by answering inquiries made to District by any person concerning District's special tax, fee, or assessment, and District agrees that its officers, agents, and employees will not refer such individuals making inquiries to County officers or employees for response.

8. District shall not assign or transfer this agreement or any interest herein and any such assignment or transfer or attempted assignment or transfer of this agreement or any interest herein by District shall be void and shall immediately and automatically terminate this agreement

9. This agreement shall be effective for the 2022-23 fiscal year.

10. Either party may terminate this agreement for any reason upon 30 days written notice to the other party. The County Auditor-Controller shall have the right to exercise County's right and authority under this contract including the right to terminate the contract.

11. County's waiver of breach of any one term, covenant, or other provision of this agreement, is not a waiver of breach of any other term, nor subsequent breach of the term or provision waived.

12. Each person signing this agreement represents and warrants that he or she has been fully authorized to do so.

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

District: San Bernardino Associated Governments

By: _____

Printed Name: _____

Title: Board President

Date: _____

ENSEN MASON CPA, CFA,
AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR
SAN BERNARDINO COUNTY

By Authorized Deputy: _____

Printed Name: Linda Santillano

Title: Chief Deputy, Property Tax

Date: _____

Minute Action

AGENDA ITEM: 6

Date: July 6, 2022

Subject:

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

Recommendation:

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

Background:

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

Financial Impact:

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

Reviewed By:

This item was received by the General Policy Committee on June 9, 2022.

Responsible Staff:

Raymond Wolfe, Executive Director

Approved
Board of Directors
Date: July 6, 2022

Witnessed By:

Entity: San Bernardino County Transportation Authority

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

6.a

Initiative #1: Transparent and Accountable Allocation Strategies				
Division Strategy: Complete timely audits of Measure I and Transportation Development Act recipients				
1A	Action Plan	Milestones	Milestone Status	Responsibility
	Manage and communicate with Audit firm to plan and complete annual audits.	Manage and complete audits - Q2	Distributed annual audit letter to all cities, county, and transit operators on 5/11/2021.	Finance
	Monitor progress of audits.	Monitor audit until complete - Q2	Met with Auditor and transit operators on 7/29/2021.	
	Inform Committees and Board of status of audits.	Committee and Board - Q3	MSI/TDA reports presented to Committees in March 2022 and Board April 2022.	
	Manage Transportation Development Act (TDA) triennial performance audits of SBCTA and transit operators.	Board presentation of audits and submittal to Caltrans - Q2	The Triennial Performance Audits of SBCTA and each of the operators were presented to the Board in October 2021.	Fund Administration, Transit
	Notes			
Division Strategy: Update construction in progress and conduct annual inventory of capital assets				
1B	Action Plan	Milestones	Milestone Status	Responsibility
	Conduct biannual inventory of capital and inventorial assets, including updates to construction in progress (CIP).	Updates to CIP and capital assets - Q3	Finance updated CIP for the FY 2020/2021 financial audit.	Finance
	Notes			
Division Strategy: Use strategic programming to ensure that no funds are lost				
1C	Action Plan	Milestones	Milestone Status	Responsibility
	Manage projects closely with California Department of Transportation (Caltrans) to ensure adequate resources are available when projects are ready.	May 1 is Caltrans' deadline for guaranteed access to federal Obligation Authority (OA) – Q4	Projects have been submitted for obligation as qualified and Caltrans has been notified of planned obligations through the end of the fiscal year .	Fund Administration, Project Delivery Transit
		June 30 is California Transportation Commission (CTC) deadline for project allocation or extension requests – Q4	All SBCTA projects programmed in Fiscal Year 2021/2022 have either been allocated or have requested or received allocation time extensions.	
	Manage projects to ensure funds are not lost.	Request allocation of Planning, Programming and Monitoring funds for Fiscal Year 2022/2023 - Q4	This allocation request is scheduled for the June CTC meeting.	Fund Administration
		Request allocation or extension of competitive funding awards and State Transportation Improvement Program (STIP) for West Valley Connector (WVC), I-10 Truck Climbing Lanes and the Zero Emission Multi-Unit (ZEMU) Vehicle projects - Q4	The allocation for construction funding for the ZEMU project was approved at the October 2021 California Transportation Commission meeting. Because of numerous grant awards for WVC, the STIP funds programmed for that project will be deferred for other projects in accordance with the 2022 STIP proposal approved by the Board in November 2021. An allocation time extension for the I-10 Truck Climbing Lane project is scheduled for the June CTC meeting as a delay in the permitting process has delayed the ability to receive the construction allocation.	
	Work with SBCTA staff, local agencies, and Caltrans to prepare project submittals for inclusion in the 2023 Federal Transportation Improvement Program ensuring consistency with the Regional Transportation Plan and financial constraint requirements.	Coordinate to collect and submit necessary information to SCAG for modeled projects - Q1	Eight modeled projects that needed modeling changes in the 2023 FTIP were submitted to SCAG on July 6, 2021.	Fund Administration
		Coordinate to collect and submit necessary information to SCAG for non-modeled projects - Q3	Projects for the 2023 FTIP were submitted to SCAG in January 2022. Staff is currently reviewing and responding to comments from SCAG.	
	Monitor approval of 2022 State Transportation Improvement Program (STIP) and possible impacts of reduced programming capacity from COVID-19 impacts on gas tax revenue.	Participate in development of the 2022 STIP Guidelines to seek to align STIP programming with the 2021 Update to the 10-Year Delivery Plan and ensure San Bernardino County receives its equitable share in 2022 STIP – Q3	The Board approved the proposed 2022 STIP programming in November 2021. The CTC adopted the 2022 STIP in March 2022 with minor changes to programming years for the I-10 Contract 2 and US 395 projects. CTC staff has indicated it is possible to request advance allocations for these projects if necessary.	Fund Administration
	Notes			

*Yellow shading means the work is behind schedule

Red text signifies urgent and significant challenges in completing the task

Attachment: FY 2021/2022 Initiatives and Action Plan 4th Quarter (8746 : Receive the Fiscal Year

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

6.a

Division Strategy: Protect San Bernardino County’s equitable share of available state and federal funds				
1D	Action Plan	Milestones	Milestone Status	Responsibility
	Develop funding strategies that maximize resources available and result in opportunities to seize additional state and federal funds.	Ensure Obligation Authority (OA) and apportionment are available as new projects are ready while planning for implementation of the zero emission bus mandate - Q4	Staff continues to work with transit operators on plans for bus purchases. An updated 10-year plan for federal funds for bus purchases is scheduled to be approved by the Board in July with the transit operator allocations.	Fund Administration, Project Delivery Transit
	Notes			
Division Strategy: Develop long-term bonding needs to help leverage other funds and deliver projects				
1E	Action Plan	Milestones	Milestone Status	Responsibility
	Establish plan for 2022 sales tax revenue bond program through development of the 2021 Update to the 10-Year Delivery Plan.	Present current status of Measure I Programs and proposed projects for inclusion in 2021 Update to the 10-Year Delivery Plan to Policy Committees - Q1	Current status and proposed projects were presented to the Policy Committees in September 2021.	Fund Administration (Finance, Project Delivery, Transit, Planning)
		Present final 2021 Update to the 10-Year Delivery Plan to the Board for approval - Q2	The 2021 Update to the 10-Year Delivery Plan was adopted by the Board in December 2021.	
		Monitor implementation of the 2021 Update to the 10-Year Delivery Plan and Measure I revenue receipts to identify need for short-term borrowing ahead of the planned 2023 sales tax revenue bond program – Q4	Monitoring is ongoing.	
	Notes			
Division Strategy: Manage geographic equity in fund distribution across the County				
1F	Action Plan	Milestones	Milestone Status	Responsibility
	Manage long-term strategy for ensuring geographic equity in fund distribution over the life of the Measure.	Present proposed Mountain/Desert subarea projects to be included in the 2021 Update to the 10-Year Delivery Plan and the outlook for future priority projects to the Mountain/Desert Policy Committee – Q2	Proposed project lists were presented to the Committee in September 2021.	Fund Administration
	Notes			
Division Strategy: Manage SBCTA railroad right-of-way in an efficient and comprehensive fashion				
1G	Action Plan	Milestones	Milestone Status	Responsibility
	Manage SBCTA railroad right of way in an efficient and comprehensive fashion.	Ongoing	Ongoing	Transit
	Notes			
Initiative #2: Engender Public Trust				
Division Strategy: Secure an unmodified opinion of Comprehensive Annual Financial Report (CAFR)				
2A	Action Plan	Milestones	Milestone Status	Responsibility
	Plan meeting at interim field work with Executive Board officers and Certified Public Accountant (CPA) firm.	Meet with Executive Board - Q2	Executive Board met with Financial Auditor on 5/31/2022.	Finance
	Notes			
Division Strategy: Obtain Certificate of Achievement for Excellence in Financial Reporting				
2B	Action Plan	Milestones	Milestone Status	Responsibility
	Apply for Government Finance Officers Association (GFOA) award for the Annual Financial Report (Annual Report).	GFOA Award submittal - Q3	Submitted application to GFOA for award consideration in December 2021.	Finance
	Notes			

Yellow shading means the work is behind schedule

Red text signifies urgent and significant challenges in completing the task

Attachment: FY 2021/2022 Initiatives and Action Plan 4th Quarter (8746 : Receive the Fiscal Year

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

6.a

Division Strategy: Complete Measure I Biennial Agreed Upon Procedures				
2C	Action Plan	Milestones	Milestone Status	Responsibility
	Complete agreed upon procedures (AUP) for Measure I programs.	AUP complete - Q3	Completed in February 2022.	Finance
	Notes			
Division Strategy: Obtain Distinguished Budget Presentation Award				
2D	Action Plan	Milestones	Milestone Status	Responsibility
	Apply for GFOA award for annual budget.	GFOA Award submittal - Q1	Submitted application for budget award to GFOA on 8/11/2021.	Finance
	Notes			
Division Strategy: Complete internal control self-assessment to identify areas of improvement.				
2E	Action Plan	Milestones	Milestone Status	Responsibility
	Complete review of annual internal control self-assessment (AICA).	Review of AICA - Q3	Finance completed review of internal control assessment on 10/6/2021. Recommendations include drafting desk procedures for budgeting, grant reporting and close-outs, cash management and investments, and cybersecurity.	Finance
	Notes			
Division Strategy: Deploy an Enterprise Resource Planning System				
2F	Action Plan	Milestones	Milestone Status	Responsibility
	Procure consultant to perform business process analysis.	Release Request for Proposal to select consultant - Q4	Project has been delayed to Fiscal Year 2023/2024 as records retention project is taking longer than anticipated.	Special Projects and Strategic Initiatives
	Notes			
Division Strategy: Implement the Records Retention Schedule				
2G	Action Plan	Milestones	Milestone Status	Responsibility
	Solicit new offsite storage facility for paper records and procure consultant to assist with implementing a records retention process for electronic documents.	Release Request for Proposal to select offsite storage facility and award contract - Q1 & Q2	Contract awarded on March 2, 2022. Currently working on transferring files to the new facility.	Special Projects and Strategic Initiatives and Executive Administration and Support
		Release RFP for consultant to assist with implementation of the records retention process for electronic documents and award contract - Q2 & Q3	RFP has been delayed to FY 2022-23 Q2. A records clean up day took place on December 2021 which resulted in the destruction of 138 boxes of records and several bins of nonrecords. Currently staff is working on a review of the records retention schedule, securing a backup system that will allow scanning paper documents in compliance with state and federal regulations, and developing a prototype in a new records retention system that will assist with automatically monitoring when records meet their destruction period.	
	Notes			

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Initiative #3: Focus on Creating and Strengthening Collaborative Partnerships with Governmental and Business Entities				
Division Strategy: Work with other governments and business groups to leverage resources for our region's benefit				
3A	Action Plan	Milestones	Milestone Status	Responsibility
	Prepare tools to assist local agencies with changes to statewide housing policies and environmental regulations.	Incorporate housing as part of 2022 City/County Conference with tools and strategies.	Complete	COG
	Work with Equity Ad Hoc Committee to develop tools that can be used by our communities to better understand how issues of equity impact the built environment.	Finalize agreement with UCR and other partners in Q2 to conduct work to create map based tool for our agencies to be available Q1 Fiscal Year 2022/2023	Contract Complete, Study Underway	
	Work with Countywide Emergency Medical Care Committee to implement a plan, based on policy direction, for optimizing emergency medical services.	Develop information tools to be used by our member agencies to explain how ECNS works to help set public expectations - Q1	Regional Toolkit created and disseminated to local jurisdictions for outreach in October 2021	
	Continue close coordination with Brightline West, including development of the three party lease agreement for Rancho Cucamonga Metrolink Station, updated station agreement, and the lease for the San Gabriel Subdivision.	Present the various agreements to the Board - Q3	Tentatively scheduled to be completed Q4.	Transit
	Notes			
	After review, SBCTA will be participating in two agreements, one is a lease for a portion of the San Gabriel Subdivision to Brightline West and the other is an updated station agreement with Rancho Cucamonga. The lease agreement was approved by the Board on March 2, 2022. The station agreement is tentatively scheduled for presentation to the Board on July 6, 2022.			
Division Strategy: Enhance COG role				
3B	Action Plan	Milestones	Milestone Status	Responsibility
	Develop COG work plan and funding plan for Board consideration.	Present a COG work plan and funding recommendations to Board - Q2	Created a subcommittee of CCMTAC. Will bring recommendations to GPC in Q3	COG
	Organize annual City/County Conference.	In person conference set for April 2022.	Complete	
	Collaborate with Member Agencies through the COG Advisory Group during the decision-making process on items related to the COG work plan and any items related to the Countywide Vision.	Ongoing quarterly meetings with COG Advisory Group and periodic updates to City Managers.	Ongoing	
	Notes			
Division Strategy: Enhance SBCOG's and the region's ability to compete for grant funding				
3C	Action Plan	Milestones	Milestone Status	Responsibility
	Host grant writing workshop for our members and other local government partners.	Host a workshop - Q3	Workshop was held in December 2021	COG
	Better communicate grant opportunities to member agencies.	Provide monthly updates to member agencies on new grant opportunities.	Ongoing	
	Notes			
Division Strategy: Assist local governments with environmental and efficiency initiatives				
3D	Action Plan	Milestones	Milestone Status	Responsibility
	Work with local agencies with Zero Emission Vehicle (ZEV) readiness plan and assist in identifying grant opportunities for charging infrastructure.	Include EV charging infrastructure grants in monthly grant updates.	EV charging infrastructure information/updates is being included in the monthly grant updates - when there is an opportunity that local agencies may be able to respond to.	Air Quality/Mobility
	Assist local agencies with reducing energy consumption and achieving savings through formation of a Regional Energy Network.	CPUC approved REN business plan in November (Q2). Along with REN partners, working to finalize a number of REN operational documents needed to move forward. Anticipate documentation being finalized and going to Board in Q1 FY22/223.	Final approval of funding from CPUC occurred in Nov. 2021. Report to Board regarding REN related Agreements between the COGs anticipated Q1 FY22/23. Estimate start of program Q1 FY22/23	
	Notes			

Yellow shading means the work is behind schedule

Red text signifies urgent and significant challenges in completing the task

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Initiative #4: Accelerate Delivery of Capital Projects				
Division Strategy: Deliver the Redlands Passenger Rail Project & Implement Arrow Service				
4A	Action Plan	Milestones	Milestone Status	Responsibility
	Final completion of the Redlands Passenger Rail Project.	Issue Certificate of Completion - Q2	Delayed to Q4	Transit
	Coordinate pre-revenue testing and commissioning activities with Metrolink and the Federal Railroad Administration (FRA) to start revenue service.	Start revenue service - Q4	Delayed to Q2 Fiscal Year 2022/2023	
	Notes			
	The Certificate of Occupancy was received for the maintenance facility and the construction contract closeout is currently scheduled for end of Q4. All three DMU vehicles have been delivered and testing of the DMUs along the RPRP corridor is scheduled to be completed Q2 Fiscal Year 2022/2023.			
Division Strategy: Support Delivery of Gold Line Phase 2B				
4B	Action Plan	Milestones	Milestone Status	Responsibility
	Close the funding shortfall in San Bernardino County if Foothill Gold Line Construction Authority commits to building to the county line.	To be determined, depends on GLA securing funding	Ongoing	Transit
	Notes			
The Gold Line Construction Authority had to secure additional funding before October 2021 in order to execute the current contract option to build from Pomona to Montclair. They have ceased negotiations with the design builder currently under contract to build to Pomona, and continue to seek \$740 million to close the funding gap.				
Division Strategy: Support Delivery the West Valley Connector Phase I				
4C	Action Plan	Milestones	Milestone Status	Responsibility
	Complete final design for mainline corridor.	Approve PS&E - Q1	Done	Transit
	Execute full funding grant agreement with the Federal Transit Administration (FTA) for the Small Starts funding and supplemental American Recovery Plan funding.	Execute grant agreement - Q3	Delayed to Q2 Fiscal Year 2022/2023	
	Make substantial progress on right of way acquisitions.	Acquire over 75% of the needed parcels - Q4	Delayed to Q1 Fiscal Year 2022/2023	
	Notes			
Staff is working closely with the FTA on approval of the grant agreement documentation. It is delayed to Q2 Fiscal Year 2023 due to a pending environmental re-evaluation work associated and time to complete the tribal consultation process. The request to release Invitation for Bids (IFB) is scheduled for Q1 FY23 pending right of way acquisitions. PS&E for the maintenance facility improvements to commence Q4 once EIR addendum is substantially complete. Right of-way acquisitions continue to drive the overall project schedule and the number of Resolutions of Necessity (RONs) presented have been higher than originally anticipated.				
Division Strategy: Produce Zero or Low Emission Multiple Unit				
4D	Action Plan	Milestones	Milestone Status	Responsibility
	Complete final design of the Zero Emission Multi-Unit Vehicle (ZEMU) in close consultation with the FRA and Southern California Regional Rail Authority (SCRRA), and begin vehicle assembly.	Approve final design - Q2	Delayed - Q4	Transit
	Notes			
Approval of final design (FDR) is now scheduled to occur in Q4, however, assembly and first article inspections on major components of the vehicle started in Q2.				

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Division Strategy: Delivery of Capital Projects - Project Approval and Environmental Document (PA/ED) Milestones:				
4E	Action Plan	Milestones	Milestone Status	Responsibility
	I-10 Mt. Vernon Interchange	PA/ED approval - Q2	Environmental Document Approved 3/9/2022 Project Report Approved 4/19/2022	Project Delivery
	Notes			
Division Strategy: Delivery of Capital Projects - Plans, Specifications and Estimate (PS&E); Engineering Reports Milestones:				
4F	Action Plan	Milestones	Milestone Status	Responsibility
	I-10 Cedar Interchange	PS&E approval - Q2	Design Approved 10/4/2021	Project Delivery
	North First Avenue Bridge over BNSF	PS&E approval - Q2	Completed - Q3	
	ATP Metrolink Phase II	PS&E approval - Q3	Changing from Q3 to 22/23 Q1 due to delay with C&M Execution pending Metrolink's final design.	
	Mt. Vernon Avenue Viaduct	PS&E approval - Q3 (On Design Build Projects the design is completed in packages rather than a single bid package so this milestone is not really relevant)	Changing from Q3 to Q4. 100% design plans have been approved by the railroads, but are still being finalized in responding to comments from SBCTA, the City of San Bernardino and Caltrans. This is anticipated to be complete in Q4.	
	I-10 Eastbound Truck Climbing Lane	PS&E approval - Q4	On schedule	
	Notes			
Division Strategy: Delivery of Capital Projects - Construction Milestones:				
4G	Action Plan	Milestones	Milestone Status	Responsibility
	I-10 Alabama Interchange	Start construction - Q2	On schedule - 9/1/2021	Project Delivery
	I-10 University Interchange	Complete for Beneficial Use - Q2	Anticipated Q4. The delay is due to a combination of changes to the contract plans that are taking time to resolve, delay in procuring State Furnished Materials such as signal controllers and cabinets, and contractor delays in procuring construction materials (such as lumber and steel) due to shortages in supply chain due to the COVID-19 pandemic.	
	I-10 Cedar Interchange	Start construction - Q4	Anticipated 2022/2023 Q1 due to delay in execution of railroad C&M agreement.	
	North First Avenue Bridge over BNSF	Start construction - Q3	Anticipated 2022/2023 Q1 due to delay in federal funding obligation.	
	Notes			

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Initiative #5: Maximize Funding Opportunities and Cost-Effectiveness of Investments				
Division Strategy: Conduct regional forums to discuss issues of importance across our region				
5A	Action Plan	Milestones	Milestone Status	Responsibility
	Advocate for policies and funding formulas at the state and federal levels that are favorable for SBCTA to construct and deliver transportation projects.	Support Brown Act revisions providing for remote participation by Board Members and the public.	Legislative policy committee took official support positions on SB 922 and AB 2120 and oppose positions on AB 1778, AB 2237, AB 2438 and AB 2594.	Legislative/Public Affairs
		Support inclusion of CEQA exemptions for zero-emission fueling infrastructure for rail vehicles within Senate Bill 922.	Secured support letters from state and federal officials for upcoming state grant applications.	
		Support Assembly Bill 2120 to ensure greater federal funding for local bridges.	Secured support of Inland Empire Caucus members to advocate for local projects to be included in plans for budget surplus funds.	
		Support use of state budget surplus funds to fund local projects.	Working with state legislators on language of proposed legislation regarding revisions to Brown Act, prohibitions on freeway widening projects and changes to tolling fees and violations policies.	
Build support for local project funding through state and federal grants.				
	Oppose AB 1778 prohibiting any state funds or personnel time from being used to fund or permit freeway widening projects in areas with high rates of pollution and poverty.			
	Oppose AB 2594 placing caps on fees and violations for toll violations on express lanes, as well as mandate standard billing operations among all tolling agencies statewide.			
	Oppose AB 2237 requiring local projects to be prioritized by their alignment with state climate goals. Oppose AB 2438 preventing local projects access to some state programs unless they align with state climate goals.			
Notes				
Initiative #6: Awareness of SBCTA Programs, Services, and Transit Options+A199:F207				
Division Strategy: Build awareness of SBCTA programs and services				
6A	Action Plan	Milestones	Milestone Status	Responsibility
	Highlight Measure I's contributions to the region's transportation system.	Continue Blog Series to illustrate Measure I's influence on county's growth.	MEASURE IMPACT series - Latest edition "Ontario"	Legislative/Public Affairs, Fund Administration
	Market SBCTA identity, promote awareness of programs and services.	Ongoing	Events and community presentations in San Bernardino, Barstow, Fontana, Redlands, Highland, Bloomington.	Legislative/Public Affairs
	Notes			

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Division Strategy: Leverage and grow public outreach and communication services				
6B	Action Plan	Milestones	Milestone Status	Responsibility
	Continue to enhance traditional and social media presence.	Ongoing: providing project updates, alerts, and information.		Legislative/Public Affairs
	Utilize On-Call Public Outreach Contracts, On-Call Graphic Design Services Contracts, Marketing & Branding Services Contract, and Redlands Passenger Rail Project Outreach Contract to utilize new tools and capitalize on communication opportunities throughout the region.	Ongoing: providing services for Mt. Vernon Viaduct, I-10 Express Lanes, 210 freeway, SR 60 Central and Archibald, West Valley Connector, Redlands Passenger Rail Project, DMU to ZEMU, ONT loop.	Introduce new blog series for Measure I Awareness, maintain frequency of SBCTA Today video series, successfully partner with CHP for Operation C.R.A.S.H.	
	Utilize On-Call Graphic Design Services Contracts & Marketing and Branding Services Contract to support each department in their efforts to communicate internally and externally.	Ongoing: provide assistance with presentations, graphics (i.e. Budget Book), and collateral materials.		Legislative/Public Affairs, Fund Administration
	Notes			
Division Strategy: Highlight transit options in San Bernardino County				
6C	Action Plan	Milestones	Milestone Status	Responsibility
	In partnership with transit operators, highlight transit connectivity options in the region.	Ongoing: provide legislative information and updates, advocate at the state and federal levels for transit maintenance and operations funding.		Legislative/Public Affairs, Transit
	Continue leading the Multimodal Interconnectivity Working Group consisting of SBCTA program staff and transit operators throughout San Bernardino County, to implement countywide transit efforts.	Implement marketing strategies showing regional commitments to health and safety and analyze feasibility of a countywide fare policy - Q4	Ongoing-Completed MBTA Token Transit, “Welcome back Campaign” and “Transit Equity Day” as well as approval of funding for first/last mile project. First/Last Mile Service will begin in Q2 of FY22/23. Countywide Fare Policy discussion will continue into FY22/23 with start by Q4.	Transit
	Notes			
Initiative #7: Long Range Strategic Planning				
Division Strategy: Analyze long range transportation strategy in a financially constrained framework				
7A	Action Plan	Milestones	Milestone Status	Responsibility
	Prepare a Long Range Multimodal Transit Plan (LRMTP).	Initiate LRMTP - Q3	Engaging in initial activities prior to hiring a consultant to develop the LRMTP. Received \$594,000 grant from Caltrans for this work.	Planning, Transit, Fund Administration
	Provide initial San Bernardino County input on growth and projects to the Southern California Association of Governments (SCAG) Regional Transportation Plan (RTP)/Sustainable Communities Strategy (SCS).	Provide initial growth distribution for SCAG - Q4	On schedule. SBCTA received draft growth forecasts by transportation analysis zone (TAZ) from SCAG in late May and will be reviewing that material with our local jurisdictions.	Planning, Fund Administration
	Notes			
Division Strategy: Conduct strategic planning of Measure I projects and update policies to be consistent with practice				
7B	Action Plan	Milestones	Milestone Status	Responsibility
	Update Development Mitigation Nexus Study.	Complete update - Q3	Update completed. Takking to July Board for approval.	Planning, Fund Administration
	Maintain Measure I Strategic Plan Parts 1 and 2.	Ongoing	No updates for Q3.	Planning
	Notes			

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Division Strategy: Provide current, quality planning data				
7C	Action Plan	Milestones	Milestone Status	Responsibility
	Support other departments with data analysis and mapping/Geographic Information System (GIS).	Ongoing	Provided mapping to support transit, project delivery, and Countywide Transportation Plan and multiple grant applications.	Planning
	Incrementally implement an SBCTA agency-wide data and analytics dashboard.	Implement Geocortex - Q3	Implemented at pilot level. Evaluating.	
	Notes			
Division Strategy: Conduct subarea and modal studies				
7D	Action Plan	Milestones	Milestone Status	Responsibility
	Update Comprehensive Multimodal Corridor Plans with RCTC and Caltrans, to address SB 1 Solutions for Congested Corridors requirements.	Complete update - Q3	Primary edits have been made. Scheduled for July Board.	Planning
	Conduct SR-18/138 Corridor Study with Metro and Caltrans.	Prepare alternatives evaluation - Q3 Draft Preliminary Environmental Analysis Report - Q4	Draft PSR-PDS and Preliminary Environmental Analysis Report (PEAR) are being reviewed by Caltrans and SBCTA.	
	Notes			
Initiative #8: Environmental Stewardship, Sustainability, and Grant Applications				
Division Strategy: Monitor and Provide Input to State, Federal, and Regional Plans and Guidelines				
8A	Action Plan	Milestones	Milestone Status	Responsibility
	Provide technical comments on draft reports, plans, and guidelines from Caltrans, CTC, OPR, CARB, CalSTA, and other state agencies.	Ongoing	In Q3, provided comments on: SCAG Regional Rail Forecast, SB 1 competitive program guidelines, and federal Infrastructure and Jobs Act implementation. In Q4, SB 671 Zero-Emission corridors for freight.	Planning, COG
	Prepare Grant Applications for SB1 and other funding.	Senate Bill 1 (SB1) Anticipated - Q4	Submitted project intake worksheets for Caltrans internal SB 1 call-for-projects in February and two TIRCP applications in March. RAISE grant for ONTLoop, TCEP grant for I-10, and INFRA grant for I-10 submitted in Q4.	Planning, Fund Administration
	Notes			
Division Strategy: Assist jurisdictions, developers, and other stakeholders with area-wide sustainability studies				
8B	Action Plan	Milestones	Milestone Status	Responsibility
	Develop approaches to VMT mitigation under SB 743.	Draft implementation plan - Q2	Implementation tech memo provided by consultant and discussed internally with management. Submitted VMT mitigation fact sheet to SCAG for consideration in REAP 2.0.	Planning
	Complete updated draft of the Regional Conservation Investment Strategy (RCIS).	Updated draft - Q3	Updated draft prepared. Undergoing other entity review prior to CDFW submittal.	
	Assist local agencies with housing initiatives under Regional Early Action Planning (REAP).	Assist jurisdictions with draft Housing Elements - Q3	SBCTA providing assistance to local jurisdictions through REAP 1.0 grant. Most cities have drafted Housing Elements and are taking them through the approval process.	
	Notes			

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Division Strategy: Prepare effective active transportation plans				
8C	Action Plan	Milestones	Milestone Status	Responsibility
	Prepare Active Transportation Plans: Safe Routes to School Program (with County).	Restart plan development following COVID - Q3	Restart of SRTS program back in process; agreement with SB County Schools in process.	Planning
	Conduct TDA Article 3 Call-for-Projects and manage project invoicing.	Award Article 3 funding - Q2	Awards approved at November 3rd Board meeting. Ongoing processing of invoices from prior awards.	
	Conduct Countywide Sidewalk Inventory, Phase 2.	Specify additional data elements - Q3	Field data collected in Q2. Creation of updated datasets in process. Data elements have been specified.	
	Notes			
Division Strategy: Implement components of ATP Metrolink Station Accessibility Grant				
8D	Action Plan	Milestones	Milestone Status	Responsibility
	Implementation of Phase 2 of the Bicycle and Pedestrian improvements around the Metrolink Stations on the San Bernardino and Riverside Lines.	Complete final design - Q4	PD: On schedule	Planning, Project Delivery
	Notes			
Division Strategy: Develop and administer programs to improve the efficient use of our existing freeway network				
8E	Action Plan	Milestones	Milestone Status	Responsibility
	Implement a mobile call box program.	Release RFP for call handling for program - Q3; target for program implementation - Q2 Fiscal Year 2022/2023	Coordination with SoCal 511 merger was delayed, is now underway. Release RFP in Q2/Q3 of FY 22/23 and target implementation in Q2 of FY 2023/2024.	Air Quality/Mobility
	Administer Freeway Service Patrol (FSP) and call box system to improve traffic safety, reduce congestion and traffic delays.	Ongoing. Present annual report on programs to Board - Q4	FSP Annual report was presented to April GPC and May Board. Call Box item is scheduled for June GPC.	
	Merge IE 511 with a regional SoCal 511.	Merger expected - Q2	Agreement to merge the SoCal 511 regional system was delayed due to management changes at LA SAFE. Agreement has been executed by all three parties, LA SAFE, RCTC and SBCTA. With the agreement fully executed, the coordination of the transition efforts in order for the merge to occur are currently underway. The transition efforts are scheduled to be completed by June 30, 2022.	
	Offer a Telework Employer Assistance program.	Implement Phase II of the program and gather telework data through an incentive offering - Q4	On Schedule	Transit, Planning
	Manage the IE Commuter rideshare program and SB Loop Vanpool Subsidy Program, merge the regional rideshare database with OCTA, LA Metro, RCTC, and VCTC enhancing ride matching functionality and customer experience.	Implement post-pandemic reset efforts for both programs, re-engaging riders and employers; and merge rideshare database with regional partners – Q2	Delayed to Q2 FY 22/23.	Transit
	Notes			
Implementation of merged regional rideshare database delayed due to Trip Spark software development is taking longer than anticipated, now targeting Q2 FY22/23. This is due to the delay by OCTA to approve the contract. The contract will not be approved until Q1 by OCTA.				

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Division Strategy: Support access to jobs, healthcare, and education while reducing roadway congestion.				
8F	Action Plan	Milestones	Milestone Status	Responsibility
	Administer multi-modal programs to reduce congestion and improve quality of life including coordination with transit providers and Consolidated Transportation Service Agencies (CTSA) serving San Bernardino County.	Work with the transit providers and CTSAs, to identify key activities for inclusion in the SBCTA LRMTTP, and proposed Fiscal Year 2022/2023 budget based on the approved Public Transit-Human Services Transportation Coordination Plan – Q3	Ongoing	Transit, Planning, Fund Administration, Legislative/Public Affairs
	Notes			
Division Strategy: Advance transit connectivity to Ontario International Airport				
8G	Action Plan	Milestones	Milestone Status	Responsibility
	Present the ONT Loop Design, Build, Operate, and Maintenance Contract to the Board for consideration of approval, and progress with the environmental review.	Present contract to Board - Q1/Q2	Delayed	Transit
	Notes			
	Negotiations with the sole submitter of a statement of qualifications did not progress to a point of reaching agreement on contract terms and reported to Board on January 13, 2022. The environmental services contract procurement was completed and Board approved Contract on April 6, 2022. Revised procurement strategy to be presented to Board Q4.			

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Minute Action

AGENDA ITEM: 7

Date: July 6, 2022

Subject:

Award Freeway Service Patrol Contracts - RFP No. 22-1002736 for Beats 9, 14, and 31

Recommendation:

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

A. Award Contract No. 22-1002736 to Royal Coaches Auto Body & Towing for Freeway Service Patrol (FSP) Beat No. 9, from July 6, 2022, through December 31, 2027, for a not-to-exceed amount of \$3,102,514 for FSP services and construction support for the Interstate 10 (I-10) Corridor Contract 1 Project.

B. Approve a contract contingency for a not-to-exceed-amount of \$685,430 for Contract No. 22-1002736 for construction support and authorize the Executive Director, or his designee, to release contingency as necessary.

C. Award Contract No. 22-1002738 to Royal Coaches Auto Body & Towing for FSP Beat No. 14, from July 6, 2022, through December 31, 2027, for a not-to-exceed amount of \$2,741,718.

D. Approve a contract contingency for a not-to-exceed amount of \$685,430 for Contract No. 22-1002738 for construction support and authorize the Executive Director, or his designee, to release contingency as necessary.

E. Award Contract No. 22-1002737 to Royal Coaches Auto Body & Towing for FSP Beat No. 31, from July 6, 2022, through December 31, 2027, for a not-to-exceed amount of \$2,741,718.

F. Approve a contract contingency for a not-to-exceed amount of \$685,430 for Contract No. 22-1002737 for construction support and authorize the Executive Director, or his designee, to release contingency as necessary.

Background:

The Freeway Service Patrol (FSP) consists of a fleet of tow trucks patrolling urban freeways for the purpose of assisting motorists with their disabled vehicles during peak periods of congestion. The stretch of highway that the fleet patrols up and down is referred to as a “Beat.” The FSP Program is extremely beneficial to the motoring public by reducing the amount of time a motorist is in an unsafe condition in traffic lanes, reducing traffic delays, as well as decreasing fuel consumption, vehicular emissions and secondary incidents. San Bernardino County Transportation Authority (SBCTA) began its program in January 2006 and has nine (9) separate Beats in operation assisting more than 7,100 motorists each month.

The contracts for Beats 14 and 31 were initially set to expire on February 28, 2022, and the contract for Beat 9 was initially set to expire on April 30, 2022. The contracts for Beats 9, 14, and 31 were extended until December 31, 2022. Staff felt that the FSP Program would be better served if there was the opportunity to conduct outreach to tow operators in the region. Staff was concerned that the impacts of the COVID-19 pandemic, along with a supply chain micro-chip shortage that is greatly impacting the tow industry, would have an impact on the number of tow firms that would potentially submit proposals.

Entity: San Bernardino County Transportation Authority

Prior to the release of a Request for Proposals (RFP), staff performed outreach that consisted of various components with the goal to increase the participation of tow operators in the FSP Program.

Outreach includes:

1. **Mail Outreach:** Mailed more than 100 FSP Outreach flyers to tow operators in the Inland Empire region that could qualify for the minimum requirements.
2. **Email Outreach:** Emailed more than 100 FSP Outreach flyers to tow operators in the Inland Empire region that could qualify for the minimum requirements.
3. **Telephone Outreach:** Called more than 20 tow operators in the Inland Empire region that could qualify for the minimum requirements.
4. **PlanetBids:** RFP was electronically distributed to approximately 57 bidders registered on PlanetBids.

These efforts helped in bringing knowledge and awareness about the FSP Program to various companies in the area. Although they may not have proposed this time around, they are now aware and can better prepare for future opportunities.

On March 3, 2022, RFP No. 22-1002736 for Beats 9, 14 and 31 was released to cover the following areas:

1. Beat 9: Interstate 10 (I-10) Indian Hill Boulevard (Los Angeles County line) to Haven Avenue.
2. Beat 14: Interstate 215 (I-215) Center Street from Riverside County line to Devore Road.
3. Beat 31: State Route (SR) 210 Los Angeles County line to Citrus Avenue.

Please note there is a contingency amount built into the contract for Beat 9 for SBCTA led Construction FSP (CFSP) services for the I-10 Corridor Contract 1 Project. SBCTA staff coordinated with the I-10 Corridor Contract 1 Project team to determine the best hours of operation needed for CFSP. It was determined that Beat 9 coincides with the construction service area needed for coverage. It is anticipated that CFSP support may be needed through the summer of 2023.

The RFP was posted on SBCTA's website and notifications of the RFP were sent out to 57 vendors registered on PlanetBids and was downloaded by nine (9) firms. Public Notice ads were placed in the local newspaper. A non-mandatory Pre-Proposal meeting took place on March 15, 2022, and was attended by two (2) companies. Addendum No. 1 was issued on March 21, 2022, to include the Pre-Proposal Conference sign-in sheet and responses to questions received prior to the submittal deadline. Addendum No. 2 was issued on March 30, 2022, to provide clarification on price sheets as well as extending the RFP due date by one (1) business day.

Nine (9) proposals were received by the date and time specified in the RFP. The Procurement Analyst conducted a responsiveness review and found all nine (9) proposals to be responsive.

The Evaluation Committee that reviewed the proposals consisted of one (1) representative from the California Highway Patrol (CHP) local office, one (1) staff member from Riverside County Transportation Commission (RCTC), and one (1) staff member from SBCTA. After an initial review, the Evaluation Committee made their "short-list" recommendations based on the following criteria:

1. Qualifications of the Firm - experience in performing FSP and similar work, working with public agencies and review of client references;

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2. Staffing and Project Organization - qualifications of key staff assigned and adequacy of labor commitment;
3. Work Plan - depth of Proposer's understanding of requirements and overall quality of work plan, ability to recruit and retain drivers and ability to meet backup vehicle requirements;
4. Cost and Price - reasonableness of the total price and competitiveness of this amount with other proposals received and the basis on which prices are quoted (labor, equipment, materials, gas, profit, and so on).

All three (3) firms bid on all three (3) of the FSP Beats. All three (3) proposing firms made the short-list. The Evaluation Committee conducted interviews at SBCTA. Each Proposer was asked a series of questions and the Evaluation Committee reviewed a video tour of each tow yard.

Royal Coaches Auto Body & Towing ranked number one (1) for Beats 9, 14, and 31. Royal Coaches Auto Body & Towing is best suited to perform the services for Beats 9, 14, and 31 for a variety of reasons, including that the firm ranked first in technical score and overall score. The firm clearly demonstrated a thorough understanding of the scope of work (SOW), proposed an overall solid team, and has demonstrated exceptional experience. Royal Coaches Auto Body & Towing has extensive experience with law enforcement tow programs. They emphasized the importance of maintaining high standards and providing great customer service. In addition, Royal Coaches Auto Body & Towing received excellent references. The hourly rates for all three (3) contracts is identical. Years one (1) through three (3) are contracted at an hourly rate of \$91.11 per hour, and the hourly rate for years four (4) through five (5) of the contract is \$97.98.

Staff recommends the approval of Contract No. 22-1002736 with Royal Coaches Auto Body & Towing for Beat 9, Contract No. 22-1002738 with Royal Coaches Auto Body & Towing for Beat 14, and Contract No. 22-1002737 with Royal Coaches Auto Body & Towing for Beat 31. Staff is also recommending that the Board of Directors (Board) approve CFSP work for a not-to-exceed amount of \$360,796 for Contract No. 22-1002736, for Beat 9 in order for SBCTA led CFSP support along the I-10 Corridor Contract 1 Project to continue uninterrupted.

Staff is also recommending that the Board approve and authorize the Executive Director, or his designee to release contingency funds for Contract No.'s 22-1002736, 22-1002738, and 22-1002737 in a not-to-exceed amount of \$685,430 for each contract. The California Department of Transportation (Caltrans) led extra work construction projects are fully funded by the Caltrans Cooperative Agreement No. 20-1002356 (08A3133). Caltrans has notified SBCTA that an extension is in process for Cooperative Agreement No. 20-1002356 (08A3133). Moreover, the contingency will not be utilized if Caltrans' Cooperative Agreements are not renewed.

The SOW is attached and incorporated into each contract as Exhibit A. The pricing information is attached and incorporated into each contract as Exhibit B. Upon Board approval, the contracts will be executed and mobilization will begin on July 6, 2022, with full FSP service for Beats 9, 14 and 31 starting on January 1, 2023. The approval of these contracts will ensure no disruption of service to the motoring public.

Financial Impact:

Funds for regular FSP services in the amount of \$2,741,718 each for three (3) beats, is included in the Fiscal Year (FY) 2022/2023 Budget under Task 0704, 80% is funded by State FSP funds and 20% by Department of Motor Vehicle funds. The contract contingency of \$685,430 each for

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all three (3) beats/contracts, for Caltrans led CFSP projects is fully funded by Caltrans Cooperative Agreement No. 20-1002356 (08A3133) (and future Caltrans Cooperative Agreements) and this revenue source is included in the FY 2022/2023 Budget Task 0704. The amount of \$360,796 is fully funded by the SBCTA led I-10 Express Lanes Construction Project. Future funding to reimburse the contractors in subsequent fiscal years will be included in those respective budgets.

Reviewed By:

The item was reviewed and unanimously recommended for approval by the General Policy Committee on June 8, 2022. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft contracts.

Responsible Staff:

Cheryl Wilson, Management Analyst II

Approved
Board of Directors
Date: July 6, 2022

Witnessed By:

Contract Summary Sheet

7.a

General Contract Information

Contract No: 22-1002736 Amendment No.: _____

Contract Class: Payable Department: Air Quality and Mobility

Vendor No.: 03251 Vendor Name: Royal Coaches Auto Body & Towing

Description: FREEWAY SERVICE PATROL BEAT 9

List Any Related Contract Nos.: _____

Dollar Amount

Original Contract	\$	3,102,514.00	Original Contingency	\$	685,430.0
Prior Amendments	\$	-	Prior Amendments	\$	-
Current Amendment			Current Amendment	\$	-
Total/Revised Contract Value	\$	3,102,514.00	Total Contingency Value	\$	685,430.0
Total Dollar Authority (Contract Value and Contingency)				\$	3,787,944.0

Contract Authorization

Board of Directors Date: 07/06/2022 Board Item # 8730

Contract Management (Internal Purposes Only)

Other Contracts _____ Sole Source? No No Budget Adjustment _____

State/Local _____ Professional Services (Non-A&E) _____

Accounts Payable

Estimated Start Date: 07/06/2022 Expiration Date: 12/31/2027 Revised Expiration Date: _____

NHS: N/A QMP/QAP: N/A Prevailing Wage: No

Total Contract Funding: _____ Total Contingency: _____

Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	3,102,514.00	\$	685,430.00
GL	4120	40	0820	0823	52001	41100000	MSI Valley IC		360,796.00		-
GL	2810	15	0704	0000	52001	42212001	SAFE		548,315.60		-
GL	2820	15	0704	0000	52001	42213016	FSP		274,297.80		-
GL	2820	15	0704	0000	52001	42213017	FSP		274,157.80		-
GL	2702	15	0704	0170	52001	42217712	FSP SB1		274,157.80		-
GL	2702	15	0704	0171	52001	42217712	FSP SB1		274,157.80		-
GL	2702	15	0704	0170	52001	42217714	FSP SB1		274,157.80		-
GL	2702	15	0704	0171	52001	42217714	FSP SB1		274,157.80		-
GL	2702	15	0704	0170	52001	42217716	FSP SB1		274,157.80		-
GL	2702	15	0704	0171	52001	42217716	FSP SB1		274,157.80		-
GL	2625	15	0704	0172	52001	42211503	Caltrans		-		685,430.00

Cheryl Wilson

Steve Smith

Project Manager (Print Name)

Task Manager (Print Name)

The amount for revenue 41100000 is for the I-10 Express Lanes FSP construction support estimated for approximately six (6) months from 1/1/23-6/30/23. The revenue 41100000 is not factored into the calculation for the 20% match for the SB1 and FSP Grants. No match requirement for revenue 42211503 (and future Caltrans CFSP MOUs), this revenue source is 100% reimbursable by Caltrans for Construction Freeway Service Patrol (CFSP) extra work support.

Attachment: 22-1002736 CSS (8730 : Award Freeway Service Patrol Contracts - RFP No. 22-1002736 for Beats 9, 14, and 31)

CONTRACT NO. 22-1002736**BY AND BETWEEN****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND****ROYAL COACHES AUTO BODY & TOWING****FOR****FREEWAY SERVICE PATROL BEAT 9**

This contract (referred to as “Contract”), is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”), whose address is: 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and Royal Coaches Auto Body & Towing (“CONTRACTOR”), whose address is: 1487 Ramona Blvd. Baldwin Park, CA 91706. SBCTA and CONTRACTOR are each a “Party” and collectively the “Parties”.

RECITALS:

WHEREAS, SBCTA requires certain work services as described in Exhibit “A” of this Contract and;

WHEREAS, CONTRACTOR has confirmed that CONTRACTOR has the requisite professional qualifications, personnel and experience and is fully capable and qualified to perform the services identified herein; and

WHEREAS, CONTRACTOR desires to perform all Work identified herein and to do so for the compensation and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK

- 1.1 CONTRACTOR agrees to perform the work and services set forth in Exhibit A “Scope of Work” (“Work”), in accordance with all applicable professional standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined herein. The word “Work” includes without limitation, the performance, fulfillment and discharge by CONTRACTOR of all obligations, duties, tasks, and services imposed upon or assumed by CONTRACTOR hereunder; and the Work performed hereunder shall be completed to the satisfaction of SBCTA, with SBCTA’s satisfaction being based on prevailing applicable professional standards.
- 1.2 CONTRACTOR warrants that all employees and sub-contractors shall have sufficient skill and experience to perform the Work assigned to them. CONTRACTOR further represents and warrants to SBCTA that its employees and sub-contractors have all licenses, permits,

qualifications (including medical certification) and approvals of whatever nature that are required to perform the Work, and that such licenses and approvals shall be maintained throughout the term of this Contract. CONTRACTOR shall perform, at its own cost and expense and without compensation from SBCTA, any Work necessary to correct errors or omissions which are caused by the CONTRACTOR's failure to comply with the standard of care provided for herein, and shall be fully responsible to SBCTA for all damages and other liabilities provided for in the indemnification provisions of this Contract arising from the CONTRACTOR's errors and omissions. Any employee of CONTRACTOR or its sub-contractors who is determined by SBCTA to be a threat to the safety of persons or property shall be promptly removed by the CONTRACTOR from the duties under the Freeway Services Patrol ("FSP") Program as defined in Exhibit "A" and shall not be re-employed to perform any of the Work on the FSP Program.

- 1.3 The Project Manager for this Contract is Cheryl Wilson or such other designee as shall be designated in written notice to CONTRACTOR from time to time by the Executive Director of SBCTA or his or her designee. The Project Manager shall have authority to act on behalf of SBCTA in administering this Contract, including giving notices (including without limitation, notices of default and/or termination), technical directions and approvals; demanding performance and accepting work performed, but is not authorized to receive or issue payments or execute amendments to the Contract itself.

ARTICLE 2. CONTRACT TERM

The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA's Procurement Analyst, and shall continue in full force and effect through December 31, 2027 or until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONTRACTOR shall not be compensated for any Work performed or costs incurred prior to issuance of the NTP.

ARTICLE 3. COMPENSATION

- 3.1 Total compensation to CONTRACTOR for full and complete performance of the Scope of Work, identified herein and, in compliance with all the terms and conditions of this Contract, shall be on a FSP Time & Materials basis for all obligations incurred in, or application to, CONTRACTOR's performance of Work, and for which CONTRACTOR shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by SBCTA) shall not exceed the amount set forth in section 3.2 below.
- 3.2 The total Contract Not-To-Exceed Amount is Three Million One Hundred Two Thousand Five Hundred Fourteen Dollars (\$3,102,514). All Work provided under this Contract is to be performed as set forth in Exhibit A "Scope of Work". The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and include CONTRACTOR's direct labor costs, indirect costs, and profit. SBCTA will not compensate CONTRACTOR for any expenses not shown in Exhibit B or agreed to and approved by SBCTA as required under this Contract.

- 3.3 The hourly rates under this contract are identified in Exhibit “B”. Identified below are the amounts authorized to be compensated for the following:
- 3.3.1 Extra Time: Will be compensated in one-minute increments when a truck goes beyond the end of its normal shift
 - 3.3.2 Non-Penalized Down Time: Assessed in one-minute increments when a truck is out of service” without violation, as set forth in Exhibit “C”.
 - 3.3.3 Penalized Down Time: Assessed at three (3) times the hourly rate, broken down into one minute increments, when a truck is “out of service” in violation of the Contract, as set forth in Exhibit “C”.
 - 3.3.4 Final extra time and penalty times shall be assessed at the sole discretion of SBCTA.
- 3.4 Intentionally Omitted
- 3.5 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Contract, shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.
- 3.5.1 CONTRACTOR agrees to comply with Federal requirements in accordance with 2 CFR, Parts 200 and 1201, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
 - 3.5.2 Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31, or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be repaid by CONTRACTOR to SBCTA.
- 3.6 Any Work provided by CONTRACTOR not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be CONTRACTOR’s responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the “CHANGES” Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.
- 3.7 All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE 4. INVOICING

- 4.1 Payment to CONTRACTOR as provided herein shall be payable in monthly billing period payments, forty-five (45) calendar days after receipt of an acceptable invoice by SBCTA of an invoice prepared in accordance with instructions below. Payment shall not be construed to be an acceptance of Work.
- 4.2 CONTRACTOR shall prepare invoices in a form satisfactory to and approved by SBCTA, and it shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a monthly billing period and will be marked with SBCTA'S contract number, description and task order number, if applicable. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice, except for the month of June, for which the invoice must be submitted by July 10th. Invoices shall include request for payment for Work (including additional services authorized by SBCTA) completed by CONTRACTOR during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONTRACTOR. Any costs incurred by CONTRACTOR in connection with the resubmission of a proper invoice shall be at CONTRACTOR'S sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCTA has received and approved all Work and deliverables. Invoices should be e-mailed to SBCTA at the following address:
ap@gosbcta.com
- 4.3 CONTRACTOR shall include a statement and release with each invoice, satisfactory to SBCTA, that CONTRACTOR has fully performed the Work invoiced pursuant to the Contract for the period covered, that all information included with the invoice is true and correct, and that all payments to and claims of CONTRACTOR for its Work during the period will be satisfied upon making of such payment. SBCTA shall not be obligated to make payments to CONTRACTOR until CONTRACTOR furnishes such statement and release.
- 4.4 INTENTIONALLY OMITTED
- 4.5 No payment will be made prior to approval of any Work, nor for any Work performed prior to the NTP or the issuance of an applicable CTO, nor for any Work under any amendment to the Contract until SBCTA'S Awarding Authority takes action.
- 4.6 INTENTIONALLY OMITTED
- 4.7 INTENTIONALLY OMITTED
- 4.8 CONTRACTOR agrees that throughout the term of this Contract, it shall not enter into any other FSP service contracts with any other public entities within the Southern California region, pursuant to which CONTRACTOR agrees to charge "FSP" service fees less than those charged under this Contract for substantially the same level of "FSP" services contemplated by this Contract. Should SBCTA establish that CONTRACTOR has agreed to charge such lower fees to another government agency, CONTRACTOR agrees to reduce its fees under the Contract to the lower fees charged to the other governmental agency and

to refund SBCTA an amount equal to the difference between the fees provided in this Contract and the lower fees charged to the other government agency.

4.9 **EXTRA WORK:**

At any time during the term of this Contract, SBCTA may request CONTRACTOR to perform Extra Work. "Extra Work" shall mean any work which is determined by SBCTA to be necessary for proper completion of the Work, but which the parties did not reasonably anticipate would be necessary at the time of the execution of this Contract. Such work includes Construction FSP services, Weekend FSP services, and coverage of other Beats for which Contractors are selected in SBCTA's sole determination based on their Beat proximity and performance. "Extra Work" shall be compensated at the hourly rate as identified in Exhibit "B". CONTRACTOR shall not perform, nor be compensated for, Extra Work except as specifically authorized by SBCTA in writing prior to performance. Authorization for Extra Work up to \$25,000.00 will be subject to prior verification of then-existing contract authority and must be pursuant to SBCTA program manager's prior written approval, which may be provided via email. Authorization for "Extra Work" above \$25,000.00 must be issued by a written contingency amendment or contract amendment as applicable. All terms and conditions of this Contract shall apply to any "Extra Work" performed.

4.10 **COVERAGE OF OTHER BEATS**

At times, other FSP Contractors will not be able to cover their shifts or complete their contractual obligations. A CONTRACTOR assigned to provide coverage on another contract/Beat is considered Extra Work and required to follow all FSP operational rules, policies and procedures for that Beat. CONTRACTOR's hourly rate for coverage shall be contracted FSP service hourly rate in this agreement.

In order for a CONTRACTOR to be considered for coverage of other Beats, the following criteria must be followed:

- CONTRACTOR is willing to provide coverage;
- CONTRACTOR is in good standing with CHP and SBCTA;
- There are funds available to cover the cost of the providing the coverage;
- CONTRACTORS should consider distance to the location of additional coverage and Log Book requirements before accepting service under this section;

4.11 **CONSTRUCTION FSP:** Construction FSP (CFSP) services are FSP services that are provided along a segment of highway that falls within a construction zone. This work is paid for with funds from specific projects and not the FSP State Highway Account/FSP SB1 funds. This is considered to be Extra Work as described in Section 4.9, and will all require the authorization of SBCTA's Program Manager in writing as well as a written contingency amendment or contract amendment as appropriate. There are three types of CFSP services that can occur:

1. Caltrans requested CFSP: Caltrans led projects that are part of the Caltrans/SBCTA CFSP Cooperative agreement No. 20-1002437 (and future Caltrans Cooperative Agreements). These projects will also require the issuance of a Caltrans Task Order (CTO), and is contingent upon Caltrans funding availability.
2. SBCTA requested CFSP: SBCTA led projects that will be funded by SBCTA.
3. City requested CFSP: City led projects that will be funded by the City.

Construction FSP services will typically be performed during non-regular SBCTA FSP hours. Should there be any cancellation of work, the following schedule will be followed for compensation of cancelled work :

- If the CONTRACTOR is scheduled to patrol the construction site, and is notified of a cancellation with less than a 24-hour notice, the CONTRACTOR will be compensated for three (3) hours of the agreed upon hourly truck rate.
- If the CONTRACTOR is notified during a CFSP beat that CFSP has been cancelled, the FSP operator will be paid for the entire shift period up to a maximum of eight (8) hours.

For purposes of CFSP, a shift period is defined as: the actual time of the CFSP shift assigned or a maximum of eight (8) contract truck hours, whichever is less.

The supervising FSP CHP Officer for the CFSP beat will make the final determination as to whether the CONTRACTOR will continue the CFSP beat or will return to its office.

ARTICLE 5. MOBILIZATION COSTS PAYMENT

The mobilization costs payment was made to CONTRACTOR to help offset pre-start date costs. CONTRACTOR shall pay back the Zero (\$0) dollar payment made at the time that the limited Notice to Proceed was provided. CONTRACTOR shall pay back this payment in twelve (12) equal monthly installments to be deducted from their monthly invoice by the Project Manager.

Failure to pay back the entirety of the Mobilization costs will result in withholding remaining balance from the final payment in the event of early termination.

ARTICLE 6. TAXES, DUTIES AND FEES

Except to the extent expressly provided elsewhere in this Contract, CONTRACTOR shall pay when due, and the compensation set forth herein, shall be inclusive of all: a) local, municipal, State, and federal sales and use taxes; b) excise taxes; c) taxes on personal property owned by CONTRACTOR; and d) other governmental fees and taxes or charges of whatever nature applicable to CONTRACTOR to enable it to conduct business.

ARTICLE 7. AVAILABILITY OF FUNDS

The award and performance of this Contract is contingent on the availability of funds. If funds are not appropriated and/or allocated and available to SBCTA for the continuance of Work performed by CONTRACTOR, Work directly or indirectly involved may be suspended or terminated by SBCTA at the end of the period for which funds are available. When SBCTA becomes aware that

any portion of Work will or may be affected by a shortage of funds, it will promptly notify CONTRACTOR. Nothing herein shall relieve SBCTA from its obligation to compensate CONTRACTOR for work already performed pursuant to this Contract. No penalty shall accrue to SBCTA in the event this provision is exercised.

ARTICLE 8. PERMITS AND LICENSES

CONTRACTOR shall, without additional compensation, keep current all governmental permits, certificates and licenses (including professional licenses) and required registrations necessary for CONTRACTOR to perform Work identified herein.

ARTICLE 9. DOCUMENTATION AND RIGHT TO AUDIT

- 9.1 CONTRACTOR shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer. CONTRACTOR shall provide SBCTA, the California State Auditor, or other authorized representatives of SBCTA, access to CONTRACTOR's records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONTRACTOR further agrees to maintain separate records for costs of Work performed by amendment. CONTRACTOR shall allow SBCTA, its representatives and agents to reproduce any materials as reasonably necessary.
- 9.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA and/or any state or federal agency funding this Project at any time. After CONTRACTOR receives any audit recommendations, the cost or price proposal shall be adjusted by CONTRACTOR and approved by SBCTA's Project Manager to conform to the audit recommendations. CONTRACTOR agrees that individual items of cost identified in the audit report may be incorporated into the Contract at SBCTA's sole discretion. Refusal by CONTRACTOR to incorporate the audit or post award recommendations will be considered a breach of the Contract and cause for termination of the Contract. Any dispute concerning the audit findings of this Contract shall be reviewed by SBCTA's Chief Financial Officer. CONTRACTOR may request a review by submitting the request in writing to SBCTA within thirty (30) calendar days after issuance of the audit report

ARTICLE 10. RESPONSIBILITY OF CONTRACTOR

- 10.1 CONTRACTOR shall be responsible for the professional quality, technical accuracy, and assurance of compliance with all applicable federal, State and local laws and regulations and other Work furnished by CONTRACTOR under the Contract. The Contract includes reference to the appropriate standards for Work performance stipulated in the Contract.
- 10.2 Damage Complaints – CONTRACTOR shall notify CHP of a damage complaint from a motorist assisted by CONTRACTOR within 8 hours of CONTRACTOR's receipt of the complaint. CONTRACTOR's notice to CHP shall include the nature of the damage alleged. CONTRACTOR shall call the complainant within 24 hours of receipt of the complaint. If necessary, within 48 hours of receipt of the complaint, CONTRACTOR shall send an authorized representative and/or a representative of CONTRACTOR's insurer to

inspect the vehicle and complete an incident report. If the investigation shows that CONTRACTOR caused the damage to the vehicle, CONTRACTOR shall negotiate in a good faith effort to resolve the claim, and shall report to the CHP the result of the negotiations. All complaints shall be resolved within a reasonable period of time after original notice.

- 10.3 Damage Complaint Review Committee –The committee is comprised of CHP and SBCTA representatives. The committee will investigate damage complaints if necessary and make recommendations to the CONTRACTOR.
- 10.4 In addition to any other requirements of this Contract or duties and obligations imposed on CONTRACTOR by law, CONTRACTOR shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the Project and the Work performed by CONTRACTOR within the areas of CONTRACTOR's expertise. At any time during performance of the Scope of Work, should CONTRACTOR observe, encounter, or identify any unusual circumstances or uncertainties which could pose potential risk to SBCTA or the Project, CONTRACTOR shall immediately document such matters and notify SBCTA in writing. CONTRACTOR shall also similarly notify SBCTA in regard to the possibility of any natural catastrophe, or potential failure, or any situation that exceeds assumptions and could precipitate a failure of any part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

ARTICLE 11. REPORTING

All reports shall be submitted in accordance with Exhibit A "Scope of Work". At a minimum, CONTRACTOR shall submit quarterly asset inventory reports. The report shall be sufficiently detailed for SBCTA to sufficiently address any difficulties or problems encountered with SBCTA owned property, so remedies can be developed.

ARTICLE 12. TECHNICAL DIRECTION

- 12.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager who is identified in Section 1.2, above. The term "Technical Direction" is defined to include, without limitation:
- 12.1.1 Directions to CONTRACTOR, which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the Scope of Work.
 - 12.1.2 Provision of written information to CONTRACTOR, which assists in the interpretation of reports, or technical portions of the Scope of Work described herein.
 - 12.1.3 Review and, where required by the Contract, approval of technical reports, and technical information to be delivered by CONTRACTOR to SBCTA under the Contract.

- 12.1.4 SBCTA's Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications are limited to: substitutions of personnel identified in the Contract, including Key Personnel; modifications to classifications, hourly rates and names of personnel; and modifications of the address of the CONTRACTOR. All such modifications will be documented in writing between the Parties.
- 12.2 Technical Direction must be within the Scope of Work under this Contract. Except as provided with regard to Extra Work in Section 4.9, SBCTA's Project Manager does not have the authority to, and may not, issue any Technical Direction which:
- 12.2.1 Increases or decreases the Scope of Work;
 - 12.2.2 Directs CONTRACTOR to perform Work outside the original intent of the Scope of Work;
 - 12.2.3 Constitutes a change as defined in the "CHANGES" Article of the Contract;
 - 12.2.4 In any manner causes an increase or decrease in the Contract price as identified in the "COMPENSATION" Article or the time required for Contract performance;
 - 12.2.5 Changes any of the expressed terms, conditions or specifications of the Contract; unless identified herein;
 - 12.2.6 Interferes with CONTRACTOR's right to perform the terms and conditions of the Contract unless identified herein; or
 - 12.2.7 Approves any demand or claims for additional payment.
- 12.3 Failure of CONTRACTOR and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the provisions of "DISPUTES" Article herein.
- 12.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.
- 12.5 CONTRACTOR shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONTRACTOR, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in sections 11.2.1 through 11.2.7 above, CONTRACTOR shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from CONTRACTOR, SBCTA shall:
- 12.5.1 Advise CONTRACTOR in writing within thirty (30) calendar days after receipt of CONTRACTOR's letter that the Technical Direction is or is not within the scope of this Contract.

12.5.2. Advise CONTRACTOR within a reasonable time whether SBCTA will or will not issue a written amendment.

ARTICLE 13. CHANGES

- 13.1 The Work shall be subject to changes by additions, deletions, or revisions made by SBCTA. CONTRACTOR will be advised of any such changes by written notification from SBCTA describing the change. Except as provided in Section 4.9, this notification will not be binding on SBCTA until SBCTA's Awarding Authority has approved an amendment to this Contract.
- 13.2 Promptly after such written notification of change is given to CONTRACTOR by SBCTA, the Parties will attempt to negotiate a mutually agreeable adjustment to compensation or time of performance, and amend the Contract accordingly, except as provided in Section 4.9.

ARTICLE 14. EQUAL EMPLOYMENT OPPORTUNITY

- 14.1 During the term of this Contract, CONTRACTOR shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military and veteran status. CONTRACTOR agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
- 14.2 The CONTRACTOR and all subconsultants shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, CONTRACTOR and all subconsultants will ensure their services are consistent with and comply with obligations and procedures outlined in SBCTA's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.

ARTICLE 15. CONFLICT OF INTEREST

CONTRACTOR agrees that it presently has no interest, financial or otherwise, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Work required under this Contract or be contrary to the interests of SBCTA. CONTRACTOR further agrees that no person having any such interest shall be employed in the performance of this Contract. CONTRACTOR is obligated to fully disclose to SBCTA, in writing, any conflict of interest issues as soon as they are known to CONTRACTOR. .

ARTICLE 16. KEY PERSONNEL

The personnel specified below are considered to be essential to the Work being performed under this Contract. Prior to diverting any of the specified individuals to other projects, or reallocation of any tasks or hours of Work that are the responsibility of key personnel to other personnel, CONTRACTOR shall notify SBCTA in writing in advance and shall submit justifications (including proposed substitutions, resumes and payroll information to support any changes to the labor rates) in sufficient detail to permit evaluation of the impact on the Project. Diversion or reallocation of key personnel shall not be made without prior written consent of SBCTA's Project Manager. CONTRACTOR shall not substitute any key personnel without the prior written consent of SBCTA. In the event that the Parties cannot agree as to the substitution of key personnel, SBCTA may terminate this Contract. Key Personnel are:

Name	Job Classification/Function
William Salazar	President & CEO
Johnny Perez	FSP Program Manager
David Acevedo	Assistant Program Manager FSP Quality Assurance
German Fajardo	Assistant Program Manager Certificates and License Compliance
Miguel Coronado	Assistant Program Manager CFSP

ARTICLE 17. REPRESENTATIONS

All Work supplied by CONTRACTOR under this Contract shall be supplied by personnel who are qualified, careful, skilled, experienced and competent in their respective trades or professions. CONTRACTOR agrees that they are supplying professional services in the performance of this Contract and agrees with SBCTA that the same shall conform to professional standards that are generally accepted in the profession in the State of California.

ARTICLE 18. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 18.1 If, as a part of this Contract, CONTRACTOR is required to produce materials, documents data, or information ("Products"), then CONTRACTOR, if requested by SBCTA, shall deliver to SBCTA the original of all such Products which shall become the sole property of SBCTA.
- 18.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONTRACTOR in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONTRACTOR without the express written consent of SBCTA.
- 18.3 Except as reasonably necessary for the performance of the Work, CONTRACTOR agrees that it, its employees and agents s will hold in confidence and not divulge to third parties without prior written consent of SBCTA, any information obtained by CONTRACTOR from or through SBCTA unless (a) the information was known to CONTRACTOR prior to obtaining same from SBCTA pursuant to a prior contract; or (b) the information was at

the time of disclosure to CONTRACTOR, or thereafter becomes, part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONTRACTOR or its employees and agents, or (c) the information was obtained by CONTRACTOR from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONTRACTOR's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article, which are produced by CONTRACTOR, until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act, or other law, or otherwise become public information through no fault of CONTRACTOR, or its employees or agents.

- 18.4 CONTRACTOR shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 18.5 All press releases, or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by both Parties.

ARTICLE 19. TERMINATION

- 19.1 Termination for Convenience - SBCTA shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONTRACTOR specifying the date of termination. On the date of such termination stated in said notice, CONTRACTOR shall promptly discontinue performance of Work.
 - 19.1.1 If CONTRACTOR has fully and completely performed all obligations under this Contract up to the date of termination, CONTRACTOR shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
 - 19.1.2 CONTRACTOR shall be entitled to receive the actual costs incurred by CONTRACTOR to return CONTRACTOR's tools and equipment, if any, to it or its suppliers' premises in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.
- 19.2 Termination for Cause - In the event CONTRACTOR shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONTRACTOR or a receiver shall be appointed on account of its insolvency, or if CONTRACTOR shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further

payments to CONTRACTOR; (b) stop any Work of CONTRACTOR related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONTRACTOR specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of SBCTA owned tools and equipment by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONTRACTOR shall not be considered to be a waiver of any subsequent default of CONTRACTOR, of the same or any other provision, nor be deemed to waive, amend, or modify any term of this Contract.

19.2.1 CONTRACTOR shall deliver to SBCTA all SBCTA owned tools and equipment under this Contract prepared by CONTRACTOR or furnished to CONTRACTOR by SBCTA within ten (10) working days of said notice.

19.3 All claims for compensation of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONTRACTOR be entitled to any payment for prospective profits or any damages because of such termination.

ARTICLE 20. STOP WORK ORDER

Upon failure of CONTRACTOR to comply with any of the requirements of this Contract, SBCTA shall have the right to stop any or all Work affected by such failure until such failure is remedied or to terminate this Contract in accordance with section "Termination For Cause" above.

ARTICLE 21. CLAIMS

SBCTA shall not be bound to any adjustments in the Contract amount or schedule unless expressly agreed to by SBCTA in writing. SBCTA shall not be liable to CONTRACTOR for any claim asserted by CONTRACTOR after final payment has been made under this Contract.

ARTICLE 22. INSURANCE

22.1 Prior to commencing the Work, at all times during the performance of the Work and for such additional periods as required herein, CONTRACTOR shall, at CONTRACTOR's sole expense, procure and maintain road form insurance coverage at least as broad as the following minimum requirements specified below:

22.1.1 Worker's Compensation/Employer's Liability Insurance – The policies must include the following:

- Coverage A. Statutory Benefits
- Coverage B. Employer's Liability
- Bodily Injury by accident - \$1,000,000 per accident
- Bodily Injury by disease - \$1,000,000 policy limit/\$1,000,000 each employee

Such policies shall contain a waiver of subrogation in favor of the parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable workers' compensation laws in effect during performance of the Work by CONTRACTOR

or any subcontractor of any tier. All subconsultants of any tier performing any portion of the Work for CONTRACTOR shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONTRACTOR and all parties named as Indemnitees below. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply..

22.1.2 Garage Liability/Commercial General Liability. The policy must include the following:

- CONTRACTOR shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$5,000,000 each occurrence**.
- The policy shall be appropriate for the CONTRACTORS business and at a minimum shall include, coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in the CONTRACT), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy (ies), and products and completed operations.
 - \$5,000,000 per occurrence for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury
 - \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage,
 - If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 25 04).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

All sub-contractors of any tier performing any portion of the WORK for CONTRACTOR shall also obtain and maintain the CGL insurance coverage with limits equal to or above the limits required of the CONTRACTOR.

22.1.3 Umbrella/Excess CGL Insurance:

- If the CONTRACTOR elects to include an umbrella policy to cover any of the excess limits required beyond the commercial general liability policy and/or the commercial tow truck automobile liability policy, then the policy must include the following:
 - The umbrella or excess policy shall follow form over the CONTRACTOR's primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
 - The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.

- The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
- There shall be no statement limiting the coverage provided to the parties listed as additionally insured or as indemnitees below.

22.1.4 Commercial Tow Truck Auto Insurance - The policy must include the following and may be combined with the excess liability policy to provide limits of coverage not less than:

- Auto Liability limits of not less than \$5,000,000 per each accident.
- Combined Bodily Injury and Property Damage Liability insurance
- Coverage must include scheduled autos, hired or non-owned autos
- Garage Keepers liability shall be provided under this policy or the liability policy as a result of an endorsement or in a stand-alone Garage Keepers Coverage policy. Garage Keepers liability limits shall be equal to the estimated value of all vehicles that could be located at a single location or \$300,000 whichever is greater.
- On-Hook/Tow & Hitch Coverage -The policy must include the following:
 - No less than \$100,000 Limit
 - Coverages for physical damages from accidents or damages to property occurring while a vehicle is in tow with limits of no less than the replacement cost coverage with no coinsurance penalty provisions, or depreciation costs.
 - Cargo coverage shall be provided under this policy as a result of an endorsement or in a stand-alone Cargo Coverage policy.

The commercial tow truck automobile liability insurance shall be written on the most recent edition of ISO form or equivalent acceptable to SBCTA and shall include, without limitation, contractual liability coverage and additional insured status for the Additional Insureds named below. CONTRACTOR waives all rights of subrogation against the Additional Insureds named below, for recovery of loss, injury and/or damages to the extent such loss, injury and/or damages are covered by the commercial tow truck automobile liability insurance required herein.

22.1.5 Pollution Liability -- The policy must include the:

- \$1,000,000 per claim or occurrence limits/\$2,000,000 in the aggregate.
- Coverage shall be written on an ISO form appropriate for the CONTRACTOR's business and work under this contract.

22.2 General Provisions

22.2.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VII or better and if policies are written by insurance carriers that are non-admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-: X or better, unless otherwise approved in writing by SBCTA's Risk Manager.

- 22.2.2 Additional Insured Coverage. All policies, except those for Workers' Compensation insurance, shall be endorsed by ISO Form CG 20 12 11 85, or if not available, then ISO Form CG 20 26, to name San Bernardino County Transportation Authority and its officers, directors, members, employees, agents and volunteers, as additional insureds ("Additional Insureds"). California Highway Patrol (CHP) and California Department of Transportation (Caltrans) shall also be named additional insureds. With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONTRACTOR permitted under this CONTRACT, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability but shall allow coverage for SBCTA to the full extent provided by the policy.
- 22.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including certificates of insurance and the required endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONTRACTOR shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.
- 22.2.4 Deductibles/Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONTRACTOR shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONTRACTOR will pay, and shall require its sub-CONTRACTORS to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. Without SBCTA's Risk Manager's expressed written approval no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONTRACTOR shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONTRACTOR shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONTRACTOR. The Contractor's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any Contractor's deductible or SIR..

- 22.2.5 CONTRACTOR's and Sub-contractor' Insurance will be Primary. All policies required to be maintained by the CONTRACTOR or any subconsultant with the exception of Professional Liability and Worker's Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONTRACTOR's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 22.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONTRACTOR hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONTRACTOR shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONTRACTOR shall require all of the policies and coverages required in Exhibit B to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONTRACTOR from waiving the right of subrogation prior to a loss or claim.
- 22.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONTRACTOR will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONTRACTOR will provide SBCTA ten (10) days prior written notice. In any event, CONTRACTOR will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONTRACTOR receives within one business day after CONTRACTOR receives it by submitting it to SBCTA at procurement@SBCTA.ca.gov to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.
- 22.2.8 Enforcement. SBCTA may take any steps as are necessary to assure CONTRACTOR's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONTRACTOR fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONTRACTOR or withhold such expense from amounts owed CONTRACTOR, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONTRACTOR of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONTRACTOR, of their obligations to exercise due care in the performance

of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

22.2.9 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.

22.2.10 Higher limits. If CONTRACTOR maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.

22.2.11 Special Risks or Circumstances. SBCTA, acting through its Executive Director, reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances, as determined by the Executive Director to be in the best interests of SBCTA.

ARTICLE 23. INDEMNITY

23.1 INTENTIONALLY OMITTED.

23.2 For all Work and obligations under this Contract, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, California Department of Transportation (Caltrans), SBCTA's Entities and their authorized officers, employees, agents and volunteers ("Indemnitees"), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by SBCTA on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CONSULTANT's indemnification obligation applies to SBCTA's "active" as well as "passive" negligence, but does not apply to SBCTA's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

ARTICLE 24. ERRORS AND OMISSIONS

CONTRACTOR shall be responsible for the professional quality, technical accuracy, and coordination of all Work required under this Contract. CONTRACTOR shall be liable for SBCTA costs resulting from errors or deficiencies, in Work furnished under this Contract, including, but not limited to any fines, penalties, damages, and costs required because of an error or deficiency in the Work provided by CONTRACTOR under this Contract.

ARTICLE 25. OWNERSHIP OF DOCUMENTS

All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by CONTRACTOR under this Contract shall become the sole property of SBCTA when prepared, whether delivered to SBCTA or not.

ARTICLE 26. SUBCONTRACTS

CONTRACTOR shall not subcontract performance of all or any portion of work/employees under this contract.

ARTICLE 27. RECORD INSPECTION AND AUDITING

SBCTA, or any of its designees, representatives or agents shall at all times have access during normal business hours to CONTRACTOR's operations and products wherever they are in preparation or progress, and CONTRACTOR shall provide sufficient, safe, and proper facilities for such access and inspection thereof. Inspection or lack of inspection by SBCTA shall not be deemed to be a waiver of any of their rights to require CONTRACTOR to comply with the Contract or to subsequently reject unsatisfactory Work or products.

ARTICLE 28. INDEPENDENT CONTRACTOR

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

ARTICLE 29. ATTORNEY'S FEES

If any legal action is instituted to enforce or declare any Party's rights under the Contract, each Party, including the prevailing Party, must bear its own costs and attorneys' fees. This Article shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a Party hereto and payable under the "Indemnity" provision of the Contract.

ARTICLE 30. GOVERNING LAW AND VENUE

This Contract shall be subject to the law and jurisdiction of the State of California. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any Party to this Contract will be the Superior Court of California, San Bernardino County. Each Party hereby waives any law or rule of court which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County.

ARTICLE 31. FEDERAL, STATE AND LOCAL LAWS

CONTRACTOR warrants that in the performance of this Contract, it shall comply with all applicable federal, State and local laws, ordinances, rules and regulations.

ARTICLE 32. PRECEDENCE

- 32.1 The Contract consists of this Contract's Articles, Exhibit A "Scope of Work", and Exhibit B "Price Form", Exhibit "C" Summary of FSP Violations and Penalties, the Standard Operating Procedures Manual, issued by the California Highway Patrol, SBCTA's Request for Proposal and CONTRACTOR's proposal, all of which are incorporated into this Contract by this reference.
- 32.2 The following order of precedence shall apply: first, the Contract Articles; second the Standard Operating Procedures (SOP) manual; third, Exhibits A and B and C (equal precedence); fourth, SBCTA's Request for Proposal; and last, CONTRACTOR's proposal. In the event of a conflict between the Contract Articles and the Scope of Work, the Contract Articles will prevail.
- 32.3 In the event of an express conflict between the documents listed in this Article, or between any other documents, which are a part of the Contract, CONTRACTOR shall notify SBCTA in writing within three (3) business days of its discovery of the conflict and shall comply with SBCTA's resolution of the conflict.

ARTICLE 33. COMMUNICATIONS AND NOTICES

Notices sent by mail shall be by United States Mail, postage paid, certified mail (return receipt requested). Any and all notices permitted or required to be given hereunder shall be deemed duly given and received: (a) upon actual delivery, if delivery is personally made or if made by fax or email during regular business hours; (b) the first business day following delivery by fax when not made during regular business hours; or (c) on the fourth business day after deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. CONTRACTOR shall notify SBCTA of any contact information changes within ten (10) business days of the change.

To CONTRACTOR	To SBCTA
1487 Ramona Blvd	1170 W. 3rd Street, 2nd Floor
Baldwin Park, CA 91706	San Bernardino, CA 92410-1715
Attn: William Salazar	Attn: Cheryl Wilson
	cc: Procurement Manager
Phone: (626) 960-1824	Phone: (909) 884-8276
Email: bill@royalcoaches.com	Email: cwilson@gosbcta.com

ARTICLE 34. DISPUTES

- 34.1 In the event any dispute, other than an audit, arises between the Parties in connection with this Contract (including but not limited to disputes over payments, costs, expenses, Work to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA's Procurement Manager within thirty (30) calendar days after notice thereof in writing which shall include a particular statement of the grounds of the dispute. If CONTRACTOR does not agree with the decision, then CONTRACTOR shall have ten (10) calendar days after receipt of the decision in which to file a written appeal thereto with

SBCTA's Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONTRACTOR, then such dispute is reviewable by a court of competent jurisdiction.

- 34.2 During resolution of the dispute, CONTRACTOR shall proceed with performance of this Contract with due diligence.

ARTICLE 35. GRATUITIES

CONTRACTOR, its employees, agents, or representatives shall not offer or give to any officer, official, agent or employee of SBCTA, any gift, entertainment, payment, loan, or other gratuity.

ARTICLE 36. REVIEW AND ACCEPTANCE

All Work performed by CONTRACTOR shall be subject to periodic review and approval by SBCTA at any and all places where such performance may be carried on. Failure of SBCTA to make such review, or to discover defective work, shall not prejudice the rights of SBCTA at the time of final acceptance. All Work performed by CONTRACTOR shall be subject to periodic and final review.

ARTICLE 37. CONFIDENTIALITY

Any SBCTA communications or materials to which CONTRACTOR or agents have access, or materials prepared by CONTRACTOR under the terms of this Contract, shall be held in confidence by CONTRACTOR, who shall exercise reasonable precautions to prevent the disclosure of confidential information to anyone except as expressly authorized by SBCTA. Any communications with or work product of SBCTA's legal counsel to which CONTRACTOR or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine, and shall be confidential. CONTRACTOR shall not release any reports, information or promotional material or allow for the use of any photos related to this Contract for any purpose without prior written approval of SBCTA.

ARTICLE 38. EVALUATION OF CONTRACTOR

CONTRACTOR's performance may be evaluated by SBCTA periodically throughout the Contract performance period. A copy of the evaluation will be given to CONTRACTOR for its information. The evaluation information shall be retained as part of the Contract file and may be used to evaluate CONTRACTOR if it submits a proposal on a future RFP issued by SBCTA.

ARTICLE 39. DRIVING RECORD AND CRIMINAL HISTORY CHECK

Pursuant to California Vehicle Code Sections 2430 *et seq.*, CONTRACTOR and its employees performing Work under this Contract are required to have a current, valid California driver's license and must undergo a Criminal History Check and driver's license check. Only after a completed CHP 234F and CHP 234 supplemental is received and accepted by CHP will a check of driver's license and criminal history be performed. Criminal history checks will be completed by CHP upon the acceptance of a CHP 234F. Any employee of the CONTRACTOR not meeting the requirements identified herein will be automatically excluded from performing Work under this Contract. In addition, SBCTA and/or CHP may, in their sole discretion, require

CONTRACTOR to replace any employee or potential employee who is determined to be unsuitable to represent the FSP Program based on the Criminal History Check.

ARTICLE 40. SAFETY

CONTRACTOR shall strictly comply with OSHA regulations and local, municipal, state, and federal safety and health laws, orders and regulations applicable to CONTRACTOR's operations in the performance of Work under this Contract. CONTRACTOR shall comply with all safety instructions issued by SBCTA or their representatives.

ARTICLE 41. DRUG FREE WORKPLACE

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

ARTICLE 42. ASSIGNMENT

CONTRACTOR shall not assign this Contract in whole or in part, voluntarily, by operation of law, or otherwise, without first obtaining the written consent of SBCTA. SBCTA's exercise of consent shall be within its sole discretion. Any purported assignment without SBCTA's prior written consent shall be void and of no effect, and shall constitute a material breach of this Contract. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the Parties.

ARTICLE 43. AMENDMENTS

The Contract may only be changed by a written amendment duly executed by the Parties. Work authorized under an amendment shall not commence until the amendment has been duly executed.

ARTICLE 44. PREVAILING WAGES

INTENTIONALLY OMITTED

ARTICLE 45. CONTINGENT FEE

CONTRACTOR warrants, by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, SBCTA has the right to terminate this Contract without liability, pay only for the value of the Work actually performed, or in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 46. FORCE MAJEURE

CONTRACTOR shall not be in default under this Contract in the event that the Work performed by CONTRACTOR is temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, and natural disasters such

as floods, earthquakes, landslides, and fires, or other catastrophic events which are beyond the reasonable control of CONTRACTOR and which CONTRACTOR could not reasonably be expected to have prevented or controlled. "Other catastrophic events" does not include the financial inability of CONTRACTOR to perform or failure of CONTRACTOR to obtain either any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of CONTRACTOR.

ARTICLE 47. WARRANTY

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

ARTICLE 48. ENTIRE DOCUMENT

- 48.1 This Contract constitutes the sole and only agreement governing the Work and supersedes any prior understandings, written or oral, between the Parties respecting the Project. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been expressly incorporated into this Contract.
- 48.2 No agent, official, employee or representative of SBCTA has any authority to bind SBCTA to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONTRACTOR hereby stipulates that it has not relied, and will not rely, on same.
- 48.3 Both Parties have been represented or had the full opportunity to be represented by legal counsel of their own choosing in the negotiation and preparation of this Contract. Therefore, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either Party.

ARTICLE 49. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

CONTRACTOR shall comply with all applicable provisions of the Americans with Disabilities Act in performing Work under this Contract.

ARTICLE 50. MOST FAVORED NATIONS CLAUSE

CONTRACTOR agrees that, throughout the term of this Contract, it shall not enter into any FSP services agreement with any other government agency pursuant to which CONTRACTOR agrees to charge FSP service fees less than those provided for by this Contract for substantially the same level of FSP service. Should SBCTA establish that CONTRACTOR has agreed to provide substantially similar FSP services to one or more other government agencies at lower fees, CONTRACTOR agrees to reduce the fees charged to SBCTA to the lower amount charged to the other government agency.

ARTICLE 51. EFFECTIVE DATE

The date that this Contract is executed by SBCTA shall be the Effective Date of the Contract.

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

DRAFT

IN WITNESS WHEREOF, the Parties hereto have executed this Contract below.

**ROYAL COACHES AUTO BODY &
TOWING, a California Corporation**

**SAN BERNARDINO COUNTY
TRANSPORTATION
AUTHORITY**

By: _____
William Salazar
President

Date: _____

By: _____
William Salazar
Secretary

Date: _____

By: _____
Art Bishop
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Juanda Lowder Daniel
Assistant General Counsel

CONCURRENCE

By: _____
Shaneka Morris
Procurement Manager

EXHIBIT A – “SCOPE OF WORK”

EXHIBIT A
SCOPE OF WORK
CONTRACT 22-1002736
FREEWAY SERVICE PATROL

BEAT 9- INTERSTATE 10 (I-10) FROM INDIAN HILL BOULEVARD (LOS ANGELES COUNTY LINE) TO HAVEN AVENUE

1.0 Summary of Scope of Work.

Mobilization (NTP I) July 6, 2022- December 31, 2022:

The deliverables associated with Mobilization of this CONTRACT include the project ramp-up/preparation, the purchase of two FSP Tow Trucks, and equipment installations in accordance with section 4.0 "Equipment Requirements". Moreover driver trainings, and inspections in accordance with section 5.0 "Drivers."

FSP Tow Operations (NTP II) (January 1, 2023- December 31, 2027):

CONTRACTOR shall provide the rapid removal of disabled vehicles and those involved in minor accidents from the freeway. Each Beat shall require the appropriate number of Freeway Service Patrol (FSP) Certified Trucks:

Two (2) primary certified FSP tow trucks and one (1) certified back-up FSP tow truck for Beat 9.

The CONTRACTOR's FSP trucks shall be exclusively dedicated to providing FSP services during the designated hours of operation. All FSP tow truck maintenance activities for the primary and back-up tow trucks shall be conducted during non-designated service hours.

CONTRACTOR's FSP Certified Tow Truck Drivers ("Driver or Drivers") shall assist motorists involved in minor accidents and those with disabled vehicles. When and where conditions warrant, service may take place on the freeway shoulders. Where conditions do not warrant, Drivers will move the vehicles from the freeway to provide services pursuant to the Standard Operating Procedures (SOP) Manual. The Drivers shall continuously patrol their assigned Beat, respond to California Highway Patrol (CHP) dispatched calls for service, and use the designated turnaround locations and designated drop locations assigned by CHP.

The Drivers may be required to change flat tires, provide "jump" starts, provide one gallon of gasoline or diesel fuel, temporarily tape cooling system hoses, and refill radiators. These services are not all-inclusive. Where conditions permit, safe removal of small debris may also be required. The Drivers are to spend a maximum of ten (10) minutes per disablement in attempting to mobilize a vehicle.

If a disabled vehicle cannot be mobilized within the ten-minute (10) time limit, it shall be offered to be towed to a designated drop location identified by the CHP. The motorist can request the FSP Driver to contact the CHP Communications Center to request a CHP Rotation Tow or other services. A Driver shall not be allowed to tow as an independent CONTRACTOR from an incident that occurred during the FSP shift. This is only allowed after the shift is over and the CONTRACTOR is called as a Rotation Tow by CHP. If called as a Rotation Tow Operator after an FSP shift, the Driver must remove all FSP markings such as vests, uniforms and any sort of FSP signage.

All FSP services shall be provided at no cost to the motorist. The Drivers shall not accept any gratuities, gifts or money to perform any other services, recommend secondary tows, or recommend repair/body shop businesses. The CONTRACTOR shall follow the SOP Manual. The CHP is responsible for the day-to-day field supervision of the FSP Program; therefore, policies and procedures are outlined in the SOP Manual. To promote a safe work environment and to maintain a high level of professionalism, the CONTRACTOR and their Drivers must follow the SOP Manual as this document and all updates will be incorporated into the CONTRACTOR's agreement. Please note that the SOP Manual is updated as needed, and that the CONTRACTOR is responsible to operate and adhere to the most recent version of the SOP Manual at all times.

There may be some instances where the Driver may be requested to provide assistance to CHP Officers in the field. When a CHP Officer in the field directs a Driver to complete a task, the Driver shall follow those directions provided, given the task does not endanger the Driver or the public and is within the Driver's skills and training. The Driver shall only advise the officer of the possible dangers. If the task is not within the FSP policy, an FSP CHP Officer should be notified of the incident. Drivers should not tell the CHP Officer they will not perform the task requested UNLESS they believe they are unable to perform the task safely. Afterwards, CHP will take the necessary steps to avoid future misunderstandings between the Officer and FSP.

At times, SBCTA, a city, and/or the California Department of Transportation (Caltrans) will have construction projects on the highways that may require Construction FSP. Typically this will take place along a highway segment that is a construction zone with no inside or outside shoulder areas, or the shoulders available are not wide enough to accommodate vehicles. This work is paid for with funds from specific projects and not the FSP State Highway Account/FSP SB1 funds. This is considered to be Extra Work as described in Section 4.9 of the contract, and will all require the authorization of SBCTA's Program Manager in writing as well as a written contingency amendment or contract amendment as appropriate. There are three types of CFSP services that can occur:

1. Caltrans requested CFSP: Caltrans led projects that are part of the Caltrans/SBCTA CFSP Cooperative agreement No. 20-1002437. These projects will also require the issuance of a Caltrans task order.
2. SBCTA requested CFSP: SBCTA led projects that will be funded by SBCTA.
3. City requested CFSP: City led projects that will be funded by the City.

CONTRACTOR or its designated management-level representative shall attend the required FSP Technical Advisory Committee (TAC) meeting every other month. The FSP TAC will encompass focused and informal/formal discussions concerning but not limited to: scope, services, schedule,

and current progress of services, relevant cost issues, and future project objectives. CONTRACTOR shall be responsible for having a representative attend all meetings (FSP TAC meetings) who has the ability to make management-level decisions on the behalf of the CONTRACTOR while at the meeting. If the CONTRACTOR cannot have a management-level representative at a meeting, CONTRACTOR shall notify SBCTA and CHP at least two (2) business days prior to the meeting. Management-level attendance at these meetings shall be considered part of the CONTRACTOR's contractual responsibility. Meetings are scheduled for the entire calendar year; CHP provides the schedule via email.

Please refer to Contract Exhibit "C" for further details on violations and penalties.

2.0 Contract Representatives.

SBCTA, Caltrans, and the CHP will jointly oversee the FSP services (referred to, singularly or jointly, as "FSP Management"). CHP is responsible for dispatch services to incident locations within the tow truck's patrol limits, otherwise referred to as "Beats". The dispatching will be done in accordance with the contract for the service. An SOP Manual will be provided to the successful CONTRACTOR explaining the types of incidents to which a Driver may be dispatched. Please note that this SOP Manual is updated as needed and that the CONTRACTOR is responsible to adhere to the most current version of the SOP Manual at all times. Also note that SBCTA's contract with the successful Proposer(s) will incorporate the SOP Manual and any updates; thus, adhering to the SOP Manual is a contractual requirement.

3.0 Service Location.

The FSP operates on selected freeway segments referred to as "Beats". Each Beat has specific turnaround locations and designated drop locations identified by the CHP. The limits are identified in the Scope of Work (SOW).

SBCTA reserves the right, at any time during the contract's term, to adjust Beat specifications (length of the Beat for example) and Beat hours to better accommodate demand for the service. These changes can occur during the course of the contract through written permission (e.g., email). The CONTRACTOR may be requested by CHP to go beyond the limits of its assigned Beat area to assist a motorist in an adjacent Beat area. Drivers may be permitted to do this only upon CHP request. SBCTA reserves the right to add or delete holidays to the work schedule. Travel time to and from the Beat will be at the expense of the CONTRACTOR.

4.0 Equipment Requirements.

A. Tow Truck Requirements.

Primary FSP Tow Trucks will be exclusively dedicated to FSP services during the hours of FSP operations. They are not required to be exclusive during non-FSP hours.

The FSP Program will utilize, at a minimum, Class A tow trucks with a minimum gross vehicle weight rating of 14,000 pounds, dual wheel chassis, and four (4) ton recovery equipment rating.

All trucks proposed for use in the FSP Program must be less than one (1) year old with a maximum of 50,000 miles and a clear, non-salvage title on the chassis and working parts of the truck. The truck must be free of any mechanical defects or physical damage at the onset of the contract. Lastly, the truck shall have seating capabilities for five (5) adults.

The CHP, in conjunction with SBCTA, will verify the original purchase dates to ensure compliance.

All FSP Tow Trucks must be Department of Transportation (DOT) compliant, as well as California Air Resources Board (CARB) compliant. This includes an engine that has been certified by CARB, as required by law in the State of California. Any tow truck that is utilized for the FSP Program must comply with emission standards set forth by DOT and CARB, as well as all Local, State and Federal laws applicable to that truck, and as outlined in the RFP.

Prior to commencement of service, the CHP will inspect each tow truck designated for the FSP Program in San Bernardino County to ensure that it meets the tow truck specifications and to ensure that it meets or exceeds safety requirements. These inspections will occur prior to the start of service. Succeeding inspections will occur periodically as determined by the FSP CHP officers. Documentation of the vehicle identification number and successful completion of the inspection will be kept on file at the CHP office and CONTRACTOR's local office. Any unsafe, poorly maintained FSP Certified Tow Truck(s) or improperly equipped FSP Certified Tow Truck(s) shall not be allowed into service, and if discovered during the shift, shall be removed from service or repaired as directed by the CHP. The CONTRACTOR shall be fined three (3) times the hourly contract rate in one (1) minute increments for ALL service time lost. The CONTRACTOR will be required to have a FSP Certified Back-Up Tow Truck available for service during their FSP Beat(s) shift(s).

Please note that FSP Certified Back-Up Tow Trucks for existing FSP tow operator contracts with other FSP agencies (i.e., not with SBCTA) do not qualify as meeting the certified SBCTA FSP back-up truck requirement(s).

FSP tow trucks bearing the service patrol title, the FSP logo, and the vehicle identification number shall be painted all white (includes the hood, fenders, doors, boom and bed area). No trim will be allowed. Lettering shall be in block lettering and shall be no less than two inches by two inches and no greater than four inches in height. Lettering can **ONLY** be black in color and will be bold style parallel to the ground. Letters shall be placed on the lower body of the truck toward the cab. Names, phone numbers, advertising of any kind or any other lettering on the boom shall be prohibited during FSP operational hours. The overall look of the truck must be approved by CHP prior to service implementation; therefore, any questions regarding this policy is highly recommended to be discussed with the FSP CHP officers prior to implementing, as truck compliance with current State FSP standards is required. No other accessory equipment or signage (bumper stickers, employment advertisement, and so forth) shall be mounted or installed without prior FSP CHP officer approval. This includes but is not limited to brass, chrome wheel covers, window tint, etc.

Please refer to Contract Exhibit "C" for further details on violations and penalties.

SBCTA follows and relies on the policies and procedures set forth in the SOP Manual developed by the County of San Bernardino FSP CHP Program. Please note that the SBCTA FSP equipment list is subject to change at any time, and may be different from FSP Program equipment lists found in other counties. For the most updated SBCTA FSP equipment list, please refer to the latest SOP Manual.

Each FSP tow truck shall be equipped in accordance with the SOP Manual and shall include the following, please note that if a company decides to add on any of the OPTIONAL equipment, and is something CHP would test for proficiency, they will do so for every driver that is tested from that company:

1. Wheel lift towing equipment, with a minimum lift rating of 4,000 pounds, with wheel lift extended. All tow equipment shall include proper safety straps.
2. Boom with a minimum static rating of 8,000 pounds.
3. Winch Cable - 8,000 pound rating on the first layer of cable.
4. Wire rope- 100 ft., 5/16-inch diameter, with a working limit of 3,500 pounds.
5. Towing slings rated at 3,000 pounds minimum **OPTIONAL**
6. Two (2) Tow chains 3/8" alloy or OEM specs. J/T hooks assembly.
7. Rubber faced push bumper.
8. Mounted spotlight capable of directing a beam both front and rear.
9. Amber warning lights with front and rear directional flashing capability, with on/off switch in cab.
10. Public address system.
11. Power outlets ("hot boxes"), front and rear mounted, with outlets compatible to 12-volt booster cables.
12. Heavy duty, 60+ amp battery.
13. Radios with the ability to communicate with the CONTRACTOR's base office (Verizon).
14. Programmable scanners capable of scanning between the 39 and 48 MHz used by the CHP. Scanners need to be capable of scanning CHP Police frequencies, and must be mounted for safety concerns.
15. Suitable cab lighting.
16. Trailer hitch capable of handling a 1 7/8-inch ball and 2-inch ball.
17. One (1) 1 7/8-inch ball and one (1) - inch ball.
18. Rear work lights (4)
19. Safety chain D-ring or eyelet mounted on rear of truck.
20. Motorcycle Straps (2)
21. Diesel fuel in plastic jerry cans (5 gallons)
22. Unleaded gasoline in plastic jerry cans (5 gallons)
23. Safety chains min. 5 ft. min. 5/16" Alloy or OEM Spec. (2)
24. First aid kit (small 5" x 9") (1)
25. Fire extinguisher aggregate rating of at least
4 B-C units (1)
26. Pry bar - 36" or longer (1)
27. Radiator water in plastic container (5 gallons)
28. Sling crossbar spacer blocks **OPTIONAL** (2)

- 29. 4" x 4" x 48" wooden cross beam (1)
- 30. 4" x 4" x 60" wooden cross beam (1)
- 31. 24" wide street broom (1)
- 32. Square point shovel (1)
- 33. Highway flares 360 minutes min.
- 34. Cones 18" height, reflectorized with tape
- 35. Hydraulic Floor Jack: 2-ton AND
2-ton jack stand (1)
- 36. Wheel chock (1)
- 37. Four-way lug wrench (1 std.) (1)
- 38. Four way lug wrench (1 metric)
- 39. Rechargeable compressor or refillable air bottle,
hoses and fittings to fit tire valve stems, 100
psi capacity (1)
- 40. Flashlight and spare batteries or charger (1)
- 41. Tail lamps/stop lamps, portable remote
with extension cord (1 set)
- 42. Booster cables, 25 ft. long minimum,
3-gauge copper wire with heavy-duty clamps
and one end adapted to truck's power outlets (1 set)
- 43. Funnel, multi-purpose, flexible spout (1)
- 44. Pop-Up Dolly (with tow straps), minimum weight capacity of 3,900 pounds
portable for removing otherwise un-towable vehicles (1)
- 45. Dolly Steel Pry bar (1)
- 46. Five (5)-gallon can with lid filled with clean absorb-all (1)
- 47. Empty trash can with lid (five gallon) (1)
- 48. Lock out set (1)
- 49. Safety glasses

Each FSP Certified Tow Truck will be required to have a toolbox with the following minimum number of tools/supplies. A tool kit for small equipment items is required. The list may be supplemented at the CONTRACTOR's option and expense.

- 50. Screwdrivers-
 - i. Standard-1/8", 3/16", 1/4", 5/16" (1 each, min.)
 - ii. Phillips head - #1 and #2 (1 each, min.)
- 51. Needle nose pliers (1)
- 52. Adjustable rib joint pliers, 2" min. capacity (1)
- 53. Crescent wrench - 8" (1)
- 54. Crescent wrench - 12" (1)
- 55. Four (4) lb. hammer (1)
- 56. Rubber mallet (1)
- 57. Electrical tape, roll (1)
- 58. Duct tape, 20 yard roll (1)
- 59. Tire pressure gauge (1)

- 60. Mechanic's wire (roll) (1)
- 61. Bolt cutters (1)

The Driver shall be required to complete a pre-operation shift inspection log of the vehicle as well as inventory of the required equipment prior to the start of each shift. An Inspection form, which is in the tablet FSP data collection software, shall be completed by the Driver prior to the start of each shift and be available for inspection by the CHP and/or SBCTA. Any equipment that is malfunctioning or missing must be replaced prior to the start of the shift. All equipment on the truck shall be secured.

Installation of FSP related equipment:

Upon execution of the contract, SBCTA will designate and cover the cost of the selected installer for the SBCTA FSP digital radio equipment and SBCTA's Automatic Vehicle Locator (AVL) equipment. SBCTA covers the initial cost of the FSP digital radio and the AVL equipment as well. Please note that SBCTA, along with the installer, must be able to access the required primary and back up FSP Tow Trucks no later than ten (10) business days prior to the start date of the Beat(s). No exceptions. If SBCTA is not able to access the required primary and back up FSP tow trucks by the tenth (10th) business day deadline, the CONTRACTOR shall be assessed a fine as detailed in Exhibit "C" of the contract.

At times, equipment such as an "outside speaker", or a handheld "mic," and/or "FSP Tablet" for example, may need to be replaced due to normal wear and tear. If SBCTA-provided equipment needs to be replaced due to normal wear and tear, SBCTA will provide the CONTRACTOR with replacement equipment at no charge. However, please note that if FSP-related equipment needs to be replaced due to negligence by the CONTRACTOR or any of its staff, including Drivers, the cost of the equipment and the installation expense will be deducted from the CONTRACTOR'S invoice/payment that same month or the following month (depending on when the incident occurred). CONTRACTORS, Supervisors and Drivers are required to contact SBCTA and one of the FSP CHP officers immediately when any SBCTA FSP equipment is damaged, failing or has failed, and the CONTRACTOR will be provided with a replacement part by SBCTA or by one of the FSP CHP officers. If a replacement part is not immediately available, then the CONTRACTOR will be asked to have their "FSP Certified Back-Up Tow Truck" on the Beat to cover the shift.

With the written permission of SBCTA (email is allowed), the CONTRACTOR may install some replacement equipment (e.g., an "outside speaker" or a "mic") as long as the CONTRACTOR installs the equipment per SBCTA and SBCTA FSP standards. If a CONTRACTOR is given the authorization to install FSP-related equipment, and has any questions regarding "installation standards", the CONTRACTOR is to contact SBCTA or one of the FSP CHP officers for further instructions/information. If provided the authorization by SBCTA or FSP CHP, the CONTRACTOR must install equipment in the safest possible manner, and the installation of the equipment must comply with all FSP equipment guidelines and San Bernardino FSP installation standards for safety reasons.

Please note that equipment requirements are subject to change at any time. For the most updated equipment list, please refer to the latest SOP Manual.

B. FSP Certified Back-Up Tow Truck.

The CONTRACTOR shall be required to have one FSP Certified Back-Up Tow Truck available for each Beat during FSP service hours that is in full compliance with this Contract, unless otherwise authorized by SBCTA in writing. The FSP Certified Back-Up Tow Truck should be used when a primary FSP Certified Tow Truck is unavailable. The FSP Certified Back-Up Tow Truck shall meet the same requirements for equipment, set-up and color as a primary Certified FSP Tow Truck. It shall meet all the vehicle equipment specifications. Please refer to Exhibit “C” of the contract for further details on violations and penalties. FSP Certified Tow Trucks are subject to inspections during FSP services hours and non-FSP service hours by CHP.

As noted above, Primary FSP Tow Trucks will be exclusively dedicated to SBCTA FSP services during the hours of FSP operations. However, FSP Certified Back-Up Tow Trucks are not required to be exclusive to the SBCTA FSP Program during FSP service hours and non-FSP service hours. If a FSP Certified Back-Up Tow Truck is needed to replace one of the primary FSP Certified Tow Trucks on Beat, the CONTRACTOR shall meet all Contract obligations as outlined, which includes the vehicle’s availability to work the Beat area within the 45 (forty-five) minute time period (after which point penalties begin to accrue).

C. Vehicle Breakdown and Other Missed Service.

A FSP Certified Back-Up Tow Truck must be in service on the Beat within 45 (forty-five) minutes of the time when a primary FSP Tow Truck is taken out of service for any reason. The CONTRACTOR shall not be paid for the time period that the contractually required trucks are not in service. If a vehicle is not made available within the 45 (forty-five) minute time period, the CONTRACTOR shall be fined three (3) times the hourly contract rate in one (1) minute increments until a FSP Certified Back-Up Tow Truck is provided. This 45 (forty-five) minute period prior to the imposition of fines shall not apply to trucks removed from service for failure to meet specifications or safety requirements as set forth in accordance with section 4.0 “Equipment Requirements” paragraph A “Tow Truck Requirements”, in which case fines shall begin immediately. If a FSP Certified Tow Truck is not ready due to a breakdown at the start of a shift, the fine time will be calculated from the start of the shift. If the entire shift is missed, the CONTRACTOR shall be fined for the entire shift at three (3) times the hourly rate. FSP Tow Truck maintenance shall be performed during non-FSP service hours.

In the event that a FSP Certified Back-Up Tow Truck is required to continue the shift, the Driver must complete a new inspection worksheet and mileage log prior to the commencement of driving the tow truck and notify one of the FSP CHP Officers/Supervisors immediately. In addition, the Driver must indicate in the “notes” section of the FSP Tablet (per section 4.0 “Equipment Requirements” paragraph E “Communications Equipment”) that the CONTRACTOR has switched to an FSP Certified Back-Up Tow Truck.

In addition, failure to have a FSP Certified Back-Up Tow Truck Driver available is not an allowable excuse for failing to have a FSP Certified Back-Up Tow Truck on the Beat within the 45 (forty-five) minute time period.

Please refer to Contract Exhibit “C” for further details on violations and penalties.

Please note: Existing FSP tow operator contracts with the Riverside County Transportation Commission (RCTC) or any other FSP service do not qualify as meeting the back-up tow truck requirement noted above.

D. Vehicle Identification.

It shall be the Driver's sole responsibility to place detachable FSP markings on each vehicle during the service hours and to remove or cover the FSP markings immediately upon completion of each shift. SBCTA will supply each CONTRACTOR with the appropriate number of detachable markings for each Beat(s). If a marking is lost or damaged, the CONTRACTOR shall be responsible for the cost of the replacement markings. All FSP markings shall be returned immediately at the termination of the contract. The cost of any item or equipment supplied by SBCTA, Caltrans or CHP that is not returned shall be deducted from the CONTRACTOR's final payment.

FSP markings as well as vehicle numbers shall be required on both sides of all FSP tow trucks. The detachable markings (magnetic or other forms of FSP signage) provided by SBCTA must be placed on the center of both doors (front driver and passenger doors) of the vehicle. The Driver shall be required to keep the title and logos clean, straight and in readable condition throughout the service patrol's operation. The CONTRACTOR is also required to keep all FSP-related signage completely flat, clean, out of direct sunlight and out of public view when being stored.

E. Communications Equipment.

Each FSP vehicle shall be equipped with various communication devices that will enable the Driver to communicate with the CHP Communications Center and FSP CHP Officers. All vehicles shall be equipped with an AVL system, radios, and handheld Tablet Computers for data collection. The AVL system, radio system, and handheld Tablet Computers shall be purchased, owned, supplied, and installed by SBCTA only. SBCTA shall select the equipment installation vendor.

The CONTRACTOR shall be responsible for maintaining the security of the SBCTA-owned vehicle communication equipment. The CONTRACTOR shall be liable for any damage other than normal wear and tear to the communication equipment. The CONTRACTOR shall also be liable for the full replacement value of the communication equipment installed in the trucks while in the care, custody and control of the equipment. SBCTA shall pay for repair of normal wear and tear to equipment. However, SBCTA will deduct from CONTRACTOR's monthly invoice, any repair fees and/or the full replacement cost of any SBCTA equipment damaged or altered due to CONTRACTOR's improper use or negligence. SBCTA-supplied vehicle equipment shall be returned immediately (within one to three business days – pursuant to direction by SBCTA FSP staff) upon contract termination. The cost of any equipment not returned shall be deducted from the CONTRACTOR's final payment.

Programmable scanners capable of scanning between the 39 and 48 MHz used by CHP shall be supplied by the CONTRACTOR and shall be installed and securely mounted in all FSP Certified Tow Trucks by the CONTRACTOR.

The CONTRACTOR is also required to use Push to Talk Plus for Verizon Wireless (or equivalent direct connect device that will pair with Verizon Push to Talk Plus CHP devices). ***Special Note: If you are considering purchasing something else other than a Verizon Push to Talk Plus device, please confirm with SBCTA and/or CHP as to whether or not the device will be compatible with existing CHP equipment. Equipment purchased for the FSP Program must be compatible with FSP CHP officer devices which are currently Verizon Push to Talk Plus devices*** in order to facilitate proper communication with the CHP Communications Center and FSP CHP field supervisors. Verizon phones shall be purchased, owned, maintained, and paid for by the CONTRACTOR. The CONTRACTOR will also be responsible for all operating costs of the Verizon cell phones. In addition, Drivers are not permitted to take pictures or video, or to capture any other images while performing FSP duties during FSP operational hours, or capture any FSP-related images during non-FSP service hours. These actions will not be tolerated and a Driver that is found doing this will not be permitted to work in the FSP Program. Drivers are not permitted to download or share any data or images related to the FSP Program. If any FSP-related data or images are found on any social media outlet or networks not authorized by SBCTA, the driver or drivers associated with the incident will be removed from the program.

Data input to the Tablet Computer shall not be allowed while the vehicle is being operated/driven. Use of other devices, such as cellphones, while driving/operating a vehicle is subject to California State Law.

The FSP vehicles shall be equipped with a public address system. The public address system shall have the capability to audibly transmit instructions from the cab of the FSP vehicle to the motorist of the disabled vehicle when the FSP vehicle is directly to the rear of the disabled vehicle.

The CONTRACTOR shall purchase and maintain a computer workstation (not a laptop) with high speed internet access and email to communicate with SBCTA, staff, and FSP CHP officers. Please note email is the primary means by which FSP Management (SBCTA, CHP, and Caltrans) communicate various operations messages. It is essential that a representative of the CONTRACTOR check the email daily.

It is the CONTRACTOR's responsibility to ensure that all Tablet Computers are operational at all times. The exterior protective case of the Tablet Computer shall be cleaned regularly, and the screen protector shall be inspected for functionality and serviceability. **Damaged/Worn items shall be reported to SBCTA within three (3) hours of identification of a problem.** All Tablet Computers must be kept in a secure location. Tablet Computers shall not be left in any tow or during non-FSP operational hours. During FSP operational hours, Tablet Computers must be with the Driver in their FSP Tow Truck; at all other times, Tablet Computers must be connected to a battery charger in the designated secure workstation of the CONTRACTOR'S facility. Any other location is not permitted.

CONTRACTOR shall immediately report any issues with the Tablet Computers to SBCTA or the FSP CHP Officers. CONTRACTOR is responsible for ensuring its Tablet Computers are operating at all times.

The CONTRACTOR shall provide SBCTA, FSP CHP Officers, and their designees, access to the Tablet Computers at any time during the course of the contract. If upon inspection SBCTA determines that the Tablet Computers are not being properly charged/stored, the CONTRACTOR will be subject to fines as outlined in Exhibit "C" of the Contract.

The CONTRACTOR shall provide a quarterly inspection report to SBCTA indicating the status of all equipment. SBCTA will provide the quarterly report submittal form to the CONTRACTOR. Accurate completion and timely return of this form is a contract requirement.

F. Equipment Modifications.

Modifying FSP communication/tracking equipment so that it does not function properly to SBCTA's specifications, is disconnected, or is moved (without FSP Management authorization) from its original installed location is strictly prohibited. This includes, but is not limited to: breaking evidence tape/connection sealer on equipment connections, cutting wires or cable, moving mounted equipment (speakers, microphones, antennas, etc.), rerouting any wiring, not putting radio equipment back in its original installed location, disconnecting any connectors, etc. Interfering with the operations of the equipment is strictly prohibited.

If modification and/or interference is suspected, SBCTA shall conduct an inspection of the equipment on/near the Beat area or the vehicle may be sent to a designated location determined by SBCTA. CONTRACTOR shall not access the AVL equipment in any way until SBCTA has arranged an inspection.

- 1) If any alterations are found with AVL-related equipment owned by SBCTA, the CONTRACTOR shall be fined, at a minimum, two complete FSP shifts (7 - 9 hours) at three (3) times the hourly penalty rate. The final penalty shall be determined and assessed by FSP Management.
- 2) SBCTA shall designate the AVL installer and technician that will review and repair the AVL systems.
- 3) In the event of alterations, CONTRACTOR is responsible for any expenses, including but not limited to transportation, labor, repair, and replacement, incurred to repair the AVL equipment/system for the SBCTA FSP tow operations. Costs incurred to repair and document the equipment will be deducted from payment of the CONTRACTORS monthly invoice.

Please refer to Contract Exhibit "C" for further details on violations and penalties.

5.0 Drivers.

All Drivers shall be required to have a safe driving record and valid California Class C driver's license. All Drivers shall be at least 18 years of age at the time of background check. All Drivers shall be subject to driving record and criminal background checks through the CHP.

FSP Driver Certification Requirements

The following are required to be completed before the issuing of a California Tow Truck FSP driver Certificate DL64:

1. CHP 234F Form (Tow FSP Driver/FSP Driver Information) submitted to CHP.
2. Successfully pass a driving record and criminal history check.
3. Pay all processing fees.
4. Submit to fingerprinting.
5. Successfully pass a CHP-administered Proficiency Test.
6. Complete a SHRP 2 /TIMS training course and provide a certificate of completion.
7. Attend and pass a FSP driver certification class.
8. Obtain a Medical Examiner's Certificate (MEC) MCSA-5875.
9. Issued a FSP Driver Identification Card.
10. Successfully complete ten (10) shifts of ride-a-longs with an approved FSP driver trainer.

Drivers shall be sufficiently experienced in the tasks of tow truck operations and proficient with all required FSP equipment to provide safe and proper service. Drivers from other FSP service areas will be evaluated by the CHP on a case-by-case basis. All Drivers must be capable of demonstrating their tow operating abilities prior to formal CHP training. Additionally, the Drivers will be required to exercise good, sound judgment in carrying out their duties.

The CONTRACTOR's Drivers shall be required to inform the CHP Communications Center at any time they leave the assigned Beat, whether to replenish expendable items such as gasoline or fire extinguisher, to take breaks, etc. The Driver shall be required to immediately notify the CHP Communications Center upon a tow truck breakdown.

Each Driver shall be responsible for accurately entering the following into their Tablet Computer:

- Inspection worksheet prior to the commencement of driving the tow truck. This must be completed at the tow yard, prior to leaving the yard and driving to the Beat.
- Log of mileage prior to commencement of driving the tow truck on the Beat. This must be completed in a safe location at or near the Beat location, prior to beginning the shift.

The Driver shall also be required to complete an assist record, on the Tablet Computer, for each incident.

Driver will be required to utilize a Tablet Computer to input the mileage log, inspection worksheet, and each assist, which will include location, vehicle make, model, license number,

type of assistance provided, etc. Driver will be trained to use the Tablet Computers to enter accurate data using SBCTA data collection software.

Other important forms Driver must complete and turn in when assisting motorists are the Liability Release Forms and the Damage Release Forms. It is critical these forms are completed in a clear and accurate manner and returned to SBCTA as quickly as possible and no longer than a maximum of thirty (30) business days from the date of the assist. Any CONTRACTOR who fails to complete and turn in these required forms may be subject to penalties as outlined in Exhibit "C" of the contract.

The CONTRACTOR is required to participate in the California Department of Motor Vehicles (DMV) Pull Notice Program.

If a Driver is convicted of a crime listed in California Public Resources Code Section 5164 or California Vehicle Code 13377, the CONTRACTOR may be required to remove that Driver from the FSP program. If a Driver is charged with any such crimes, the CONTRACTOR may be required to suspend that Driver from duties under this Contract pending the outcome of the criminal case. If the Driver is not convicted, or is ultimately convicted of a lesser crime not described above, CHP may direct SBCTA to have the CONTRACTOR remove that Driver from the duties under the FSP program.

Mandatory CHP refresher training classes/meetings shall be scheduled during non-FSP hours. A minimum of four (4) hours refresher training per year is required. The SBCTA FSP Program conducts a one hour refresher training class/meeting each quarter, for a total of four hours of on-going training each year. CONTRACTOR shall pay all Drivers and Back-Up Drivers for attendance at the required training.

As required by California Vehicle Code Sections 2430.5 and 2431, all applicants and owners are required to have a driver's license and criminal history check. After CHP receives and accepts a completed CHP 234F, CHP will perform a driver's license and criminal history check. CHP will perform background checks ONLY upon acceptance of a CHP 234F.

The driver's license check will consist of confirming that the applicant has a valid driver's license and the applicant's point count is within standards set forth in the SOP.

The criminal history check will consist of a livescan background check to determine whether the applicant meets the criteria for a Driver Certificate, as outlined in California Vehicle Code Section 13377 and the FSP contract. **The cost of the livescan will be at the CONTRACTOR's expense.**

If the applicant passes the preliminary check, then the applicant shall submit to fingerprinting to complete the background check at the CONTRACTOR's expense.

In addition, SBCTA and/or CHP may, in their sole discretion, require a CONTRACTOR to replace any Driver or potential Driver who is determined not to be a suitable representative of the FSP Program to the public based on the background check or any other reason.

Driver Equipment.

CONTRACTOR is responsible for providing Drivers with specified uniforms, black protective toe boots, nameplates, and other equipment. The equipment includes navy blue jump suits or shirts and pants. If coveralls are worn, they shall have a collar with a zipper. Optionally, drivers may wear a standard navy blue (long-sleeve only) uniform shirt, with a fluorescent orange (must be only 2.5" wide) trim, with a ½" silver reflective tape down the middle. This allowed reflective tape must be on both sleeves as indicated in the updated contractor exhibit. The only approved trim color is fluorescent orange with a ½" silver reflective tape in the middle. The fluorescent tape cannot be wider than the allowed 2.5" wide. All uniforms shall be clean, properly maintained, and replaced whenever excessively worn.

A detachable brass or gold nameplate shall be worn with the first initial of the first name and full last name of the Driver. Letters shall not exceed ½" tall; nameplate must be approved by an FSP CHP officer. The nameplate shall be worn above the right chest pocket on the vest.

A safety vest with reflective stripes shall be worn; SBCTA will supply vests. A small FSP logo shall be sewn/silkscreened on the front of the safety vest over the left front pocket of the uniform, and a small FSP logo shall be sewn/silkscreened on the left sleeve of the vest. A large FSP logo shall be sewn/silkscreened across the middle portion of the back of each safety vest. SBCTA will supply vests to the CONTRACTOR with the FSP logos already sewn/silkscreened on per CHP's required FSP logo placement locations. The brass or gold nameplate with the Driver's first initial of first name and full last name shall be displayed on the front of the safety vest over the right front pocket. **The CONTRACTOR is responsible for obtaining FSP CHP officer approval of the Driver nameplates, and the CONTRACTOR is responsible for the purchase and placement of the Driver nameplate.** An FSP logo is not required to be sewn/applied on the navy blue Driver uniform.

All Drivers shall wear black work boots with protective (steel or composite) toe.

During cold weather, a navy blue jacket may also be worn at the Driver's option, if it meets all the uniform specifications. The CONTRACTOR and/or the Driver may contact CHP for any uniform questions or clarifications.

Rain gear shall be waterproofed material, navy blue or yellow in color.

Hats, if worn, shall be baseball type cap, navy blue in color. An "FSP" logo may be sewn/silkscreened on the hat above the brim. No other logos/names shall be accepted. A beanie may also be worn which must be navy blue in color and worn only with a jacket or long sleeve shirt under the vest. A picture of the uniform is provided toward the end of this scope of work.

CONTRACTOR should refer to the most current SOP Manual in making sure it is following the most recent Driver equipment requirements.

6.0 Local Office.

The CONTRACTOR shall provide a local office for contract administration purposes. This office shall be staffed by either the CONTRACTOR or its representative, who is authorized to conduct business and make decisions on behalf of the CONTRACTOR. The office shall have business hours coinciding with CONTRACTOR's Beat(s) hours of operation. Through the Proposal document shown in section 7.0 of the Scope of Work, Contractor Representative Form, the CONTRACTOR shall designate representatives who will be available at the office during hours of operation to make decisions on behalf of the CONTRACTOR. The office shall be established within close proximity to the CONTRACTOR's Beat(s) and shall be located in Riverside, San Bernardino, Los Angeles or Orange counties. A FSP Certified Back-Up Tow Truck and a FSP Certified Back-Up Tow Truck Driver must be available within a 45 minute request regardless of the CONTRACTOR's office location.

The CONTRACTOR shall also provide telephone, scanner and email through which they, or a responsible representative authorized to conduct business and make decisions on behalf of the CONTRACTOR, can be reached during the non-service hours of operation for the length of the contract. During non-business hours, an answering machine, provided at the CONTRACTOR'S expense, shall be available to log calls, take complaints, etc. An email address that is monitored daily shall be provided for "noticing" purposes during operational and non-service hours. The CONTRACTOR will be responsible for having a company representative monitor and review messages/notices on a daily basis and respond in a timely manner. Please see Exhibit "C" of this contract for penalties associated with failure to respond to communications from CHP and/or SBCTA.

7.0 Beat Descriptions.

SAN BERNARDINO COUNTY FREEWAY SERVICE PATROL BEAT DESCRIPTIONS

Beat #	Beat Description	One-Way Length in Miles	# Primary FSP Trucks in both AM and PM	# FSP certified Back-Up Tow Trucks
9	I-10 FROM INDIAN HILL BOULEVARD (LOS ANGELES COUNTY LINE) TO HAVEN AVENUE	8.16	2	1

Beat 9 is currently scheduled to operate from **5:30 a.m. to 8:30 a.m.** and from 2:00 p.m. to 7:00 pm (Monday through Thursdays). On Fridays, the PM shift begins at 12:00 p.m. to 7:00 p.m.

Beat 9 requires two (2) Primary FSP Certified Tow Trucks and one (1) Primary FSP Certified Back up Tow Truck available during all FSP operational service hours.

Beat 9 may be asked to participate in possible SBCTA's "FSP Extra Work weekend contingency services", on an as needed basis. Possible hours of operation may include Saturdays and Sundays from 10:00 a.m. to 6:00 p.m. Extra work is not guaranteed. The actual amount of weekend hours

or number of weekend trucks are not guaranteed. Written notice from SBCTA shall be required for commencement and termination of “FSP Extra Work weekend contingency services”.

SBCTA reserves the right to change Beat operating times and operational requirements (i.e., length of Beat and hours of operation) during the course of the Contract.

Please refer to Attached Map of Beat areas

“Extra Work” for emergency coverage may be assigned for any of the nine (9) SBCTA FSP service areas:

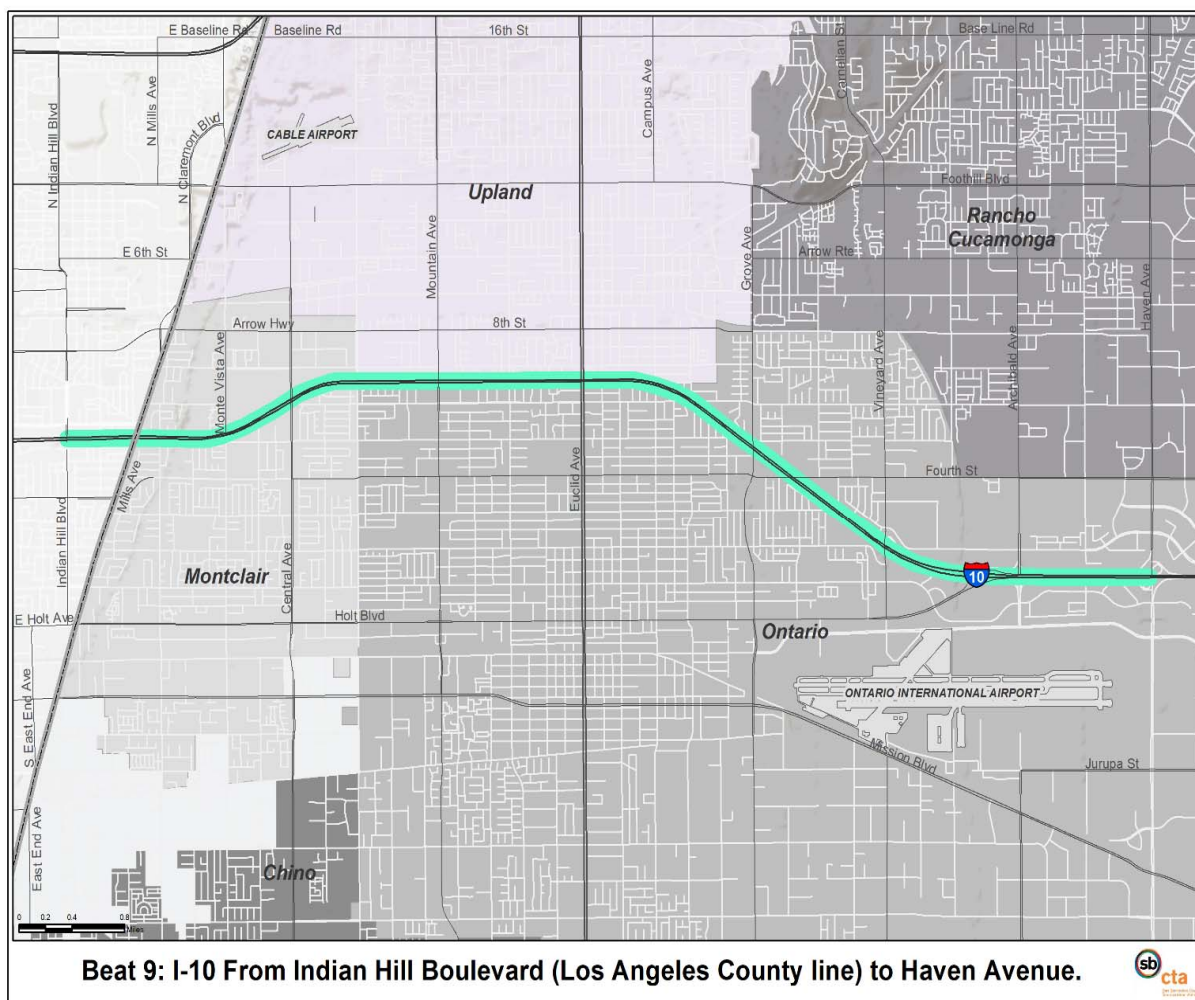
1. Beat 5: State Route 60 (SR-60) Reservoir Street (Los Angeles County line) to Milliken Avenue
2. Beat 9: Interstate 10 (I-10) Indian Hill (Los Angeles County line) to Haven Avenue
3. Beat 10: Interstate 10 (I-10) Haven Avenue to Sierra Avenue
4. Beat 11: Interstate 10 (I-10) Sierra Avenue to Waterman Avenue
5. Beat 14: Interstate 215 (I-215) Center Street (Riverside County line) to Devore Road
6. Beat 23: Interstate 15 (I-15) Jurupa Street (Riverside County line) to Sierra Avenue
7. Beat 27: Interstate 15 (I-15) Sierra Avenue to Oak Hill Road
8. Beat 29: Interstate 10 (I-10) Waterman Avenue to Yucaipa Boulevard
9. Beat 31: State Route 210 (SR-210) Los Angeles County line to Citrus Avenue

Beat 9 is the priority Beat for this CONTRACT, which means that should a primary truck go down; the “Extra Work” Beat truck shall be deployed back to the primary Beat. SBCTA shall evaluate all travel times made from the “Extra Work” Beat to the primary Beat in a penalty time situation on a monthly basis. Final penalty determination shall be made by CHP and SBCTA.

The contractor shall hold to all required standards addressing truck image and maintenance for the FSP Certified Back-Up Tow Truck being used during “Extra Work”, as CHP shall retain all rights to inspect and put the trucks out of service for non-compliance. Penalties shall still apply. In the event that the “Extra Work” Beat truck must be sent to cover the primary Beat, no penalty time shall be assessed for not having that back-up truck on the “Extra Work” Beat.

SBCTA reserves the right to change Beat hours and operational requirements during the course of the Contract. Written notice from SBCTA shall be required for commencement and termination of “Extra Work”.

BEAT MAP



8.0 FSP Holidays.

PRELIMINARY LIST OF FREEWAY SERVICE PATROL HOLIDAYS

Services are to be provided Monday through Friday at the hours designated in the Contract with the exception of the following holidays:

1. Martin Luther King, Jr. Day (Monday)
2. Presidents' Day (Monday)
3. Memorial Day (Monday)
4. Independence Day (July 4 - varies)
5. Labor Day (Monday)
6. Veterans Day (varies)
7. Thanksgiving Day (Thursday)
8. Day after Thanksgiving (Friday)
9. Christmas Day (December 25 - varies)
10. New Year's Day (January 1 – varies)

Approximate total service hours per primary vehicle per year is estimated to be 2,030 hours Monday through Friday for years one (1) through three (3) of the agreement, and estimated to be 1,910 hours for years four (4) through five (5) for Beat 9.

An estimated possible 750 “**Extra Work**” contingency hours may be needed for FSP weekend service Saturday through Sunday for Beat 9.

An estimated possible 3,960 “**Extra Work**” contingency hours may be needed for FSP construction support for the I-10 Express Lanes construction phase for Beat 9.

Please note “Extra Work” contingency hours are not guaranteed.

All Beats may be asked to participate in possible SBCTA’s “FSP Extra Work weekend contingency services”, on an as needed basis. Possible hours of operation may include Saturdays and Sundays from 10:00 a.m. to 6:00 p.m. Extra work is not guaranteed. The actual amount of weekend hours or number of weekend trucks are not guaranteed. Written notice from SBCTA shall be required for commencement and termination of “FSP Extra Work weekend contingency services”.

Each SBCTA tow operator agreement contains a clause regarding the Construction Freeway Service Patrol (CFSP). The goal of CFSP is to assist in construction zones outside of regular FSP hours or locations. The work is provided as “Extra Work” due to the uncertainty of the hours or changes in construction.

In addition to the above service hours, at the discretion of SBCTA and the CHP, additional service may be requested on certain “high traffic days” prior to or following certain holidays (e.g., July 4th, Labor Day, Sunday following Thanksgiving Day, Memorial Day). CONTRACTORS will be notified at least one week prior when FSP service hours are altered due to when certain holidays fall on the calendar. Each year could be different. Please note that FSP service hours can be altered for other unforeseen purposes as well.

9.0 FSP UNIFORM REQUIREMENTS





STRIPE EXAMPLES:

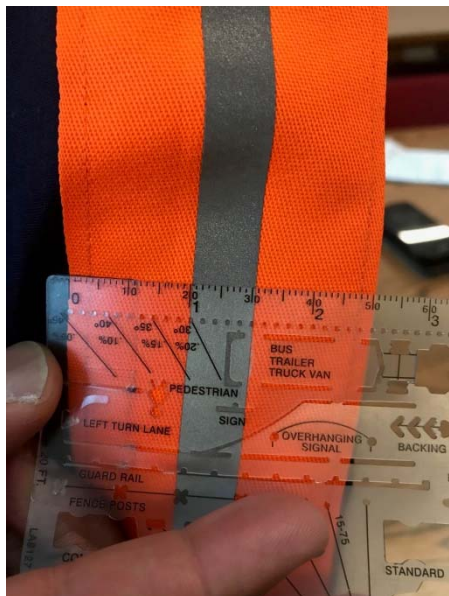


EXHIBIT B - "PRICE FORM"

EXHIBIT B

Contract: 22-1002736

Compensation and Payment

Overview Contract No. 22-1002736 with Royal Coaches Auto Body & Towing for Beat 9

Beat 9 Term

NTP I: July 6, 2022-December 31, 2022**NTP II:** January 1, 2023-December 31, 2027

Beat 9 Term I-10 Express Lanes Construction Support estimated January 1, 2023-July 1, 2023

NTP I JULY 6, 2022- DECEMBER 31, 2022						
PERIOD OF PERFORMANCE/ NTP I DELIVERABLES FSP Tow Truck Purchase, Mobilization, AVL and Radio installation, FSP Driver Training, Project ramp-up, and Tow Vehicle inspections JULY 6, 2022- DECEMBER 31, 2022	ESTIMATED BASELINE HOURS	ESTIMATED WEEKEND HOURS SUBJECT TO SBCTA APPROVAL	7% MORE HOURS	ESTIMATED TOTAL HOURS	HOURLY RATE	NOT-TO EXCEED AMOUNT
	N/A	N/A	N/A	N/A	\$0.00	\$0

BEAT 9- FSP SUPPORT I-10 EXPRESS LANES CONSTRUCTION SUPPORT COMPENSATION AND PAYMENT PROVISIONS NTP II JANUARY 1, 2023- JULY 1, 2023 (ESTIMATED SCHEDULE) (APPROXIMATELY SIX (6) MONTHS) REQUIRED TRUCKS TBD DEPENDING ON SBCTA PROJECT AVAILABILITY AND NEED SBCTA LED CONSTRUCTION FREEWAY SERVICE PATROL (CFSP)						
PERIOD OF PERFORMANCE/ NTP II DELIVERABLES FSP SUPPORT SERVICES	ESTIMATED BASELINE HOURS	ESTIMATED *WEEKEND HOURS *Subject to SBCTA Approval*	7% MORE HOURS	ESTIMATED TOTAL HOURS	HOURLY RATE	NOT-TO-EXCEED AMOUNT (TOTAL HOURS X HOURLY RATE) X 2 TRUCKS)
YEAR 1: I-10 EXPRESS LANES CONSTRUCTION SUPPORT (1/1/23-7/1/23) ESTIMATED SCHEDULE * EXPRESS LANES CONSTRUCTION SUPPORT HOURS ARE NOT GUARANTEED AND SUBJECT TO PROJECT AVAILABILITY AND SBCTA APPROVAL*	3,960	N/A	N/A	3,960	\$91.11	\$360,796
TOTAL BEAT 9 I-10 EXPRESS LANES FSP SUPPORT						\$360,796

BEAT 9- FSP SUPPORT NON I-10 EXPRESS LANES CONSTRUCTION SUPPORT COMPENSATION AND PAYMENT PROVISIONS NTP II JANUARY 1, 2023- DECEMBER 31, 2027 Two Primary FSP Tow Trucks plus one certified FSP Back Up Tow Truck is required						
PERIOD OF PERFORMANCE/ NTP II DELIVERABLES FSP SUPPORT SERVICES	ESTIMATED BASELINE HOURS	ESTIMATED WEEKEND HOURS *Subject to SBCTA Approval*	7% MORE HOURS	ESTIMATED TOTAL HOURS	HOURLY RATE	NOT-TO-EXCEED AMOUNT (TOTAL HOURS X HOURLY RATE) X 2 TRUCKS)
YEAR 1: FY 22/23-FY 23/24 (1/1/23-12/31/23)	2,030	750	195	2,975	\$91.11	\$542,105
YEAR 2: FY 23/24-FY 24/25 (1/1/24-12/31/24)	2,030	750	195	2,975	\$91.11	\$542,105
YEAR 3: FY 24/25-FY 25/26 (1/1/25-12/31/25)	2,030	750	195	2,975	\$91.11	\$542,105
YEAR 4: FY 25/26-FY 26/27 (1/1/26-12/31/26)	1,910	750	186	2,846	\$97.98	\$557,702
YEAR 5: FY 26/27-FY 27/28 (1/1/27-12/31/27)	1,910	750	186	2,846	\$97.98	\$557,702
TOTAL FSP SUPPORT BEAT 9 NON I-10 EXPRESS LANES CONSTRUCTION SUPPORT	9,910	3,750	956	14,616		\$2,741,718

TOTAL CONTRACT 22-1002736 BEAT 9 NTP II (January 1, 2023- December 31, 2027) (I-10 EXPRESS LANES FSP SUPPORT + REGULAR FSP SUPPORT)						\$3,102,514
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NTP II YEAR 1-3 EXTRA TIME, NON PENALIZED DOWN TIME AND PENALIZED DOWN TIME PER MINUTE RATES Extra Time: \$1.52 per minute Non-Penalized Down Time: \$1.52 per minute Penalized Down Time: \$4.56 Per Minute	
NTP II YEAR 4-5 EXTRA TIME, NON PENALIZED DOWN TIME AND PENALIZED DOWN TIME PER MINUTE RATES Extra Time: \$1.63 per minute Non-Penalized Down Time: \$1.63 per minute	
WEEKEND HOURS, EXTRA WORK HOURS, CFSP CALTRANS SUPPORT HOURS AND CFSP I-10 EXPRESS LANES SUPPORT HOURS ARE NOT GUARANTEED AND SUBJECT TO SBCTA APPROVAL	

EXHIBIT C – “PENALTIES”

EXHIBIT C

SUMMARY OF FSP VIOLATIONS AND PENALTIES

Below is a list of penalties that can be assessed to a Contractor if not in compliance with the policies and procedures of the Freeway Service Patrol Program. All final penalties shall be assessed by the determination of SBCTA.

Relevant section	Description of violation	Penalty
12.0	Contractor does not have two (2) primary and one (1) back-up (wheel lift) tow trucks "FSP" ready for SBCTA to install equipment and for CHP to inspect seven (7) business days prior to the start of a Beat.	Flat \$1,000 fine. In addition, should the trucks not be ready by the start of shift, the Contractor shall be fined three times the hourly rate in one minute increments for every minute compliance is not met.
5.0	Not meeting tow truck requirements outlined in the contract.	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
5.0 B	Not having a certified FSP "back-up" tow truck and/or Driver	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
5.0 C	Wheel lift Tow truck not made available <u>within 45 minutes</u> due to equipment/truck breakdown.	The CONTRACTOR has 45 minutes to correct the problem if the breakdown occurs during the shift, the penalty for the forty five (45) minute period will be calculated in one (1) minute increments on a straight hourly rate. Time beyond 45 minutes will be calculated as penalized time (Three (3) times the hourly contract rate in one (1) minute increments). Exact penalized down time rate is detailed in the Contract. If a truck is not ready due to a breakdown at the beginning of a shift, penalty will begin at the beginning of the shift at the penalized rate. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate
12.0	Contractor fines 9.B.4 Contractor fines are assessed for violations of the FSP contract or the SOP that are not directly related to FSP truck operations. This includes but not limited to: Failing to turn required paperwork in on time (Surveys, inspection sheets, etc.), damage to FSP Program equipment, or not supplying Driver the proper equipment as required in the FSP Contract.	The fine amount shall not exceed \$50.00 for each individual occurrence or violation, with the exception of replacement costs.
5.0 E	Tablet Computers not being charged in designated location during non-FSP operational hours.	\$50.00 per tablet
5.0 E	Email correspondence from CHP/SBCTA not being acknowledged. It is critical that the email address that the CONTRACTOR provides is working at all times. CONTRACTOR is required to report problems with email system immediately to SBCTA.	\$100.00 per day of no response
5.0 E	Lost/damaged equipment	Full cost if lost or damaged beyond normal wear and tear. If equipment is repairable, the cost of the repair shall be deducted from contractors invoice.

SOP	Contractor did not follow proper tip procedure per the SOP on Page 40, Section 6.B.	\$50.00 per occurrence
5.0 F	Tampering with FSP AVL equipment	2 FSP shifts (7 hours) at the CONTRACTOR'S penalty rate (3 times the normal hourly rate) plus AVL Technician's transportation, labor, repair and/or replacement costs.
5.0 G	Damage Release/Release of liability forms not completed, not filled out properly, or not submitted within thirty (30) calendar days from the date on the form.	\$5.00-50.00 per incident at the discretion of Commission.
5.0 G	Duplicate customer six digit survey number >10%	\$50 and up. Case by case basis as determined by FSP Management.

Contract Summary Sheet

7.g

General Contract Information

Contract No: 22-1002738 Amendment No.: _____

Contract Class: Payable Department: Air Quality and Mobility

Vendor No.: 03251 Vendor Name: Royal Coaches Auto Body & Towing

Description: FREEWAY SERVICE PATROL BEAT 14

List Any Related Contract Nos.: _____

Dollar Amount

Original Contract	\$	2,741,718.00	Original Contingency	\$	685,430.0
Prior Amendments	\$	-	Prior Amendments	\$	-
Current Amendment			Current Amendment	\$	-
Total/Revised Contract Value	\$	2,741,718.00	Total Contingency Value	\$	685,430.0
Total Dollar Authority (Contract Value and Contingency)				\$	3,427,148.0

Contract Authorization

Board of Directors Date: 07/06/2022 Board Item # 8730

Contract Management (Internal Purposes Only)

Other Contracts _____ Sole Source? No No Budget Adjustment _____

State/Local _____ Professional Services (Non-A&E) _____

Accounts Payable

Estimated Start Date: 07/06/2022 Expiration Date: 12/31/2027 Revised Expiration Date: _____

NHS: N/A QMP/QAP: N/A Prevailing Wage: No

Total Contract Funding: Total Contingency:

Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	2,741,718.00	\$	685,430.00
GL	2810	15	0704	0000	52001	42212001	SAFE		548,315.60		-
GL	2820	15	0704	0000	52001	42213016	FSP		274,297.80		-
GL	2820	15	0704	0000	52001	42213017	FSP		274,157.80		-
GL	2702	15	0704	0170	52001	42217712	FSP SB1		274,157.80		-
GL	2702	15	0704	0171	52001	42217712	FSP SB1		274,157.80		-
GL	2702	15	0704	0170	52001	42217714	FSP SB1		274,157.80		-
GL	2702	15	0704	0171	52001	42217714	FSP SB1		274,157.80		-
GL	2702	15	0704	0170	52001	42217716	FSP SB1		274,157.80		-
GL	2702	15	0704	0171	52001	42217716	FSP SB1		274,157.80		-
GL	2625	15	0704	0172	52001	42211503	Caltrans Reimb		-		685,430.00

CHERYL WILSON

Steve Smith

Project Manager (Print Name)

Task Manager (Print Name)

No match requirement for revenue 42211503 (and future Caltrans CFSP MOUs), this revenue source is 100% reimbursable by Caltrans for Construction Freeway Service Patrol (CFSP) extra work support.

Attachment: 22-1002738 CSS (8730 : Award Freeway Service Patrol Contracts - RFP No. 22-1002736 for Beats 9, 14, and 31)

CONTRACT NO. 22-1002738**BY AND BETWEEN****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND****ROYAL COACHES AUTO BODY & TOWING****FOR****FREEWAY SERVICE PATROL BEAT 14**

This contract (referred to as "Contract"), is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA"), whose address is: 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and Royal Coaches Auto Body & Towing ("CONTRACTOR"), whose address is: 1487 Ramona Blvd. Baldwin Park, CA 91706. SBCTA and CONTRACTOR are each a "Party" and collectively the "Parties".

RECITALS:

WHEREAS, SBCTA requires certain work services as described in Exhibit "A" of this Contract and;

WHEREAS, CONTRACTOR has confirmed that CONTRACTOR has the requisite professional qualifications, personnel and experience and is fully capable and qualified to perform the services identified herein; and

WHEREAS, CONTRACTOR desires to perform all Work identified herein and to do so for the compensation and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK

- 1.1 CONTRACTOR agrees to perform the work and services set forth in Exhibit A "Scope of Work" ("Work"), in accordance with all applicable professional standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined herein. The word "Work" includes without limitation, the performance, fulfillment and discharge by CONTRACTOR of all obligations, duties, tasks, and services imposed upon or assumed by CONTRACTOR hereunder; and the Work performed hereunder shall be completed to the satisfaction of SBCTA, with SBCTA's satisfaction being based on prevailing applicable professional standards.
- 1.2 CONTRACTOR warrants that all employees and sub-contractors shall have sufficient skill and experience to perform the Work assigned to them. CONTRACTOR further represents

and warrants to SBCTA that its employees and sub-contractors have all licenses, permits, qualifications (including medical certification) and approvals of whatever nature that are required to perform the Work, and that such licenses and approvals shall be maintained throughout the term of this Contract. CONTRACTOR shall perform, at its own cost and expense and without compensation from SBCTA, any Work necessary to correct errors or omissions which are caused by the CONTRACTOR's failure to comply with the standard of care provided for herein, and shall be fully responsible to SBCTA for all damages and other liabilities provided for in the indemnification provisions of this Contract arising from the CONTRACTOR's errors and omissions. Any employee of CONTRACTOR or its sub-contractors who is determined by SBCTA to be a threat to the safety of persons or property shall be promptly removed by the CONTRACTOR from the duties under the Freeway Services Patrol ("FSP") Program as defined in Exhibit "A" and shall not be re-employed to perform any of the Work on the FSP Program.

- 1.3 The Project Manager for this Contract is Cheryl Wilson or such other designee as shall be designated in written notice to CONTRACTOR from time to time by the Executive Director of SBCTA or his or her designee. The Project Manager shall have authority to act on behalf of SBCTA in administering this Contract, including giving notices (including without limitation, notices of default and/or termination), technical directions and approvals; demanding performance and accepting work performed, but is not authorized to receive or issue payments or execute amendments to the Contract itself.

ARTICLE 2. CONTRACT TERM

The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA's Procurement Analyst, and shall continue in full force and effect through December 31, 2027 or until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONTRACTOR shall not be compensated for any Work performed or costs incurred prior to issuance of the NTP.

ARTICLE 3. COMPENSATION

- 3.1 Total compensation to CONTRACTOR for full and complete performance of the Scope of Work, identified herein and, in compliance with all the terms and conditions of this Contract, shall be on a FSP Time & Materials basis for all obligations incurred in, or application to, CONTRACTOR's performance of Work, and for which CONTRACTOR shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by SBCTA) shall not exceed the amount set forth in section 3.2 below.
- 3.2 The total Contract Not-To-Exceed Amount is Two Million, Seven Hundred Forty One Thousand, Seven Hundred Eighteen Dollars (\$2,741,718.00). All Work provided under this Contract is to be performed as set forth in Exhibit A "Scope of Work". The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and include CONTRACTOR's direct labor costs, indirect costs, and profit. SBCTA will not compensate CONTRACTOR for any expenses not shown in Exhibit B or agreed to and approved by SBCTA as required under this Contract.

- 3.3 The hourly rates under this contract are identified in Exhibit “B”. Identified below are the amounts authorized to be compensated for the following:
- 3.3.1 Extra Time: Will be compensated in one-minute increments when a truck goes beyond the end of its normal shift
 - 3.3.2 Non-Penalized Down Time: Assessed in one-minute increments when a truck is “out of service” without violation, as set forth in Exhibit “C”.
 - 3.3.3 Penalized Down Time: Assessed at three (3) times the hourly rate, broken down into one minute increments, when a truck is “out of service” in violation of the Contract, as set forth in Exhibit “C”.
 - 3.3.4 Final extra time and penalty times shall be assessed at the sole discretion of SBCTA.
- 3.4 Intentionally Omitted
- 3.5 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Contract, shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.
- 3.5.1 CONTRACTOR agrees to comply with Federal requirements in accordance with 2 CFR, Parts 200 and 1201, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
 - 3.5.2 Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31, or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be repaid by CONTRACTOR to SBCTA.
- 3.6 Any Work provided by CONTRACTOR not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be CONTRACTOR’s responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the “CHANGES” Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.
- 3.7 All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE 4. INVOICING

- 4.1 Payment to CONTRACTOR as provided herein shall be payable in monthly billing period payments, forty-five (45) calendar days after receipt of an acceptable invoice by SBCTA of an invoice prepared in accordance with instructions below. Payment shall not be construed to be an acceptance of Work.
- 4.2 CONTRACTOR shall prepare invoices in a form satisfactory to and approved by SBCTA, and it shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a monthly billing period and will be marked with SBCTA'S contract number, description and task order number, if applicable. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice, except for the month of June, for which the invoice must be submitted by July 10th. Invoices shall include request for payment for Work (including additional services authorized by SBCTA) completed by CONTRACTOR during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONTRACTOR. Any costs incurred by CONTRACTOR in connection with the resubmission of a proper invoice shall be at CONTRACTOR'S sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCTA has received and approved all Work and deliverables. Invoices should be e-mailed to SBCTA at the following address:
ap@gosbcta.com
- 4.3 CONTRACTOR shall include a statement and release with each invoice, satisfactory to SBCTA, that CONTRACTOR has fully performed the Work invoiced pursuant to the Contract for the period covered, that all information included with the invoice is true and correct, and that all payments to and claims of CONTRACTOR for its Work during the period will be satisfied upon making of such payment. SBCTA shall not be obligated to make payments to CONTRACTOR until CONTRACTOR furnishes such statement and release.
- 4.4 INTENTIONALLY OMITTED
- 4.5 No payment will be made prior to approval of any Work, nor for any Work performed prior to the NTP or the issuance of an applicable CTO, nor for any Work under any amendment to the Contract until SBCTA'S Awarding Authority takes action.
- 4.6 INTENTIONALLY OMITTED
- 4.7 INTENTIONALLY OMITTED
- 4.8 CONTRACTOR agrees that throughout the term of this Contract, it shall not enter into any other FSP service contracts with any other public entities within the Southern California region, pursuant to which CONTRACTOR agrees to charge "FSP" service fees less than those charged under this Contract for substantially the same level of "FSP" services contemplated by this Contract. Should SBCTA establish that CONTRACTOR has agreed to charge such lower fees to another government agency, CONTRACTOR agrees to reduce its fees under the Contract to the lower fees charged to the other governmental agency and

to refund SBCTA an amount equal to the difference between the fees provided in this Contract and the lower fees charged to the other government agency.

4.9 **EXTRA WORK:**

At any time during the term of this Contract, SBCTA may request CONTRACTOR to perform Extra Work. "Extra Work" shall mean any work which is determined by SBCTA to be necessary for proper completion of the Work, but which the parties did not reasonably anticipate would be necessary at the time of the execution of this Contract. Such work includes Construction FSP services, Weekend FSP services, and coverage of other Beats for which Contractors are selected in SBCTA's sole determination based on their Beat proximity and performance. "Extra Work" shall be compensated at the hourly rate as identified in Exhibit "B". CONTRACTOR shall not perform, nor be compensated for, Extra Work except as specifically authorized by SBCTA in writing prior to performance. Authorization for Extra Work up to \$25,000.00 will be subject to prior verification of then-existing contract authority and must be pursuant to SBCTA program manager's prior written approval, which may be provided via email. Authorization for "Extra Work" above \$25,000.00 must be issued by a written contingency amendment or contract amendment as applicable. All terms and conditions of this Contract shall apply to any "Extra Work" performed.

4.10 **COVERAGE OF OTHER BEATS**

At times, other FSP Contractors will not be able to cover their shifts or complete their contractual obligations. A CONTRACTOR assigned to provide coverage on another contract/Beat is considered Extra Work and required to follow all FSP operational rules, policies and procedures for that Beat. CONTRACTOR's hourly rate for coverage shall be contracted FSP service hourly rate in this agreement.

In order for a CONTRACTOR to be considered for coverage of other Beats, the following criteria must be followed:

- CONTRACTOR is willing to provide coverage;
- CONTRACTOR is in good standing with CHP and SBCTA;
- There are funds available to cover the cost of the providing the coverage;
- CONTRACTORS should consider distance to the location of additional coverage and Log Book requirements before accepting service under this section;

4.11 **CONSTRUCTION FSP:** Construction FSP (CFSP) services are FSP services that are provided along a segment of highway that falls within a construction zone. This work is paid for with funds from specific projects and not the FSP State Highway Account/FSP SB1 funds. This is considered to be Extra Work as described in Section 4.9, and will all require the authorization of SBCTA's Program Manager in writing as well as a written contingency amendment or contract amendment as appropriate. There are three types of CFSP services that can occur:

1. Caltrans requested CFSP: Caltrans led projects that are part of the Caltrans/SBCTA CFSP Cooperative agreement No. 20-1002437. These projects will also require the issuance of a Caltrans Task Order (CTO).
2. SBCTA requested CFSP: SBCTA led projects that will be funded by SBCTA.
3. City requested CFSP: City led projects that will be funded by the City.

Construction FSP services will typically be performed during non-regular SBCTA FSP hours. Should there be any cancellation of work, the following schedule will be followed for compensation of cancelled work :

- If the CONTRACTOR is scheduled to patrol the construction site, and is notified of a cancellation with less than a 24-hour notice, the CONTRACTOR will be compensated for three (3) hours of the agreed upon hourly truck rate.
- If the CONTRACTOR is notified during a CFSP beat that CFSP has been cancelled, the FSP operator will be paid for the entire shift period up to a maximum of eight (8) hours.

For purposes of CFSP, a shift period is defined as: the actual time of the CFSP shift assigned or a maximum of eight (8) contract truck hours, whichever is less.

The supervising FSP CHP Officer for the CFSP beat will make the final determination as to whether the CONTRACTOR will continue the CFSP beat or will return to its office.

ARTICLE 5. MOBILIZATION COSTS PAYMENT

The mobilization costs payment was made to CONTRACTOR to help offset pre-start date costs. CONTRACTOR shall pay back the Zero Dollars (\$ 0) payment made at the time that the limited Notice to Proceed was provided. CONTRACTOR shall pay back this payment in twelve (12) equal monthly installments to be deducted from their monthly invoice by the Project Manager.

Failure to pay back the entirety of the Mobilization costs will result in withholding remaining balance from the final payment in the event of early termination.

ARTICLE 6. TAXES, DUTIES AND FEES

Except to the extent expressly provided elsewhere in this Contract, CONTRACTOR shall pay when due, and the compensation set forth herein, shall be inclusive of all: a) local, municipal, State, and federal sales and use taxes; b) excise taxes; c) taxes on personal property owned by CONTRACTOR; and d) other governmental fees and taxes or charges of whatever nature applicable to CONTRACTOR to enable it to conduct business.

ARTICLE 7. AVAILABILITY OF FUNDS

The award and performance of this Contract is contingent on the availability of funds. If funds are not appropriated and/or allocated and available to SBCTA for the continuance of Work performed by CONTRACTOR, Work directly or indirectly involved may be suspended or terminated by SBCTA at the end of the period for which funds are available. When SBCTA becomes aware that any portion of Work will or may be affected by a shortage of funds, it will promptly notify CONTRACTOR. Nothing herein shall relieve SBCTA from its obligation to compensate

CONTRACTOR for work already performed pursuant to this Contract. No penalty shall accrue to SBCTA in the event this provision is exercised.

ARTICLE 8. PERMITS AND LICENSES

CONTRACTOR shall, without additional compensation, keep current all governmental permits, certificates and licenses (including professional licenses) and required registrations necessary for CONTRACTOR to perform Work identified herein.

ARTICLE 9. DOCUMENTATION AND RIGHT TO AUDIT

- 9.1 CONTRACTOR shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer. CONTRACTOR shall provide SBCTA, the California State Auditor, or other authorized representatives of SBCTA, access to CONTRACTOR's records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONTRACTOR further agrees to maintain separate records for costs of Work performed by amendment. CONTRACTOR shall allow SBCTA, its representatives and agents to reproduce any materials as reasonably necessary.
- 9.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA and/or any state or federal agency funding this Project at any time. After CONTRACTOR receives any audit recommendations, the cost or price proposal shall be adjusted by CONTRACTOR and approved by SBCTA's Project Manager to conform to the audit recommendations. CONTRACTOR agrees that individual items of cost identified in the audit report may be incorporated into the Contract at SBCTA's sole discretion. Refusal by CONTRACTOR to incorporate the audit or post award recommendations will be considered a breach of the Contract and cause for termination of the Contract. Any dispute concerning the audit findings of this Contract shall be reviewed by SBCTA's Chief Financial Officer. CONTRACTOR may request a review by submitting the request in writing to SBCTA within thirty (30) calendar days after issuance of the audit report

ARTICLE 10. RESPONSIBILITY OF CONTRACTOR

- 10.1 CONTRACTOR shall be responsible for the professional quality, technical accuracy, and assurance of compliance with all applicable federal, State and local laws and regulations and other Work furnished by CONTRACTOR under the Contract. The Contract includes reference to the appropriate standards for Work performance stipulated in the Contract.
- 10.2 Damage Complaints – CONTRACTOR shall notify CHP of a damage complaint from a motorist assisted by CONTRACTOR within 8 hours of CONTRACTOR's receipt of the complaint. CONTRACTOR's notice to CHP shall include the nature of the damage alleged. CONTRACTOR shall call the complainant within 24 hours of receipt of the complaint. If necessary, within 48 hours of receipt of the complaint, CONTRACTOR shall send an authorized representative and/or a representative of CONTRACTOR's insurer to inspect the vehicle and complete an incident report. If the investigation shows that CONTRACTOR caused the damage to the vehicle, CONTRACTOR shall negotiate in a

good faith effort to resolve the claim, and shall report to the CHP the result of the negotiations. All complaints shall be resolved within a reasonable period of time after original notice.

- 10.3 Damage Complaint Review Committee –The committee is comprised of CHP and SBCTA representatives. The committee will investigate damage complaints if necessary and make recommendations to the CONTRACTOR.
- 10.4 In addition to any other requirements of this Contract or duties and obligations imposed on CONTRACTOR by law, CONTRACTOR shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the Project and the Work performed by CONTRACTOR within the areas of CONTRACTOR's expertise. At any time during performance of the Scope of Work, should CONTRACTOR observe, encounter, or identify any unusual circumstances or uncertainties which could pose potential risk to SBCTA or the Project, CONTRACTOR shall immediately document such matters and notify SBCTA in writing. CONTRACTOR shall also similarly notify SBCTA in regard to the possibility of any natural catastrophe, or potential failure, or any situation that exceeds assumptions and could precipitate a failure of any part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

ARTICLE 11. REPORTING

All reports shall be submitted in accordance with Exhibit A "Scope of Work". At a minimum, CONTRACTOR shall submit quarterly asset inventory reports. The report shall be sufficiently detailed for SBCTA to sufficiently address any difficulties or problems encountered with SBCTA owned property, so remedies can be developed.

ARTICLE 12. TECHNICAL DIRECTION

- 12.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager who is identified in Section 1.2, above. The term "Technical Direction" is defined to include, without limitation:
- 12.1.1 Directions to CONTRACTOR, which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the Scope of Work.
 - 12.1.2 Provision of written information to CONTRACTOR, which assists in the interpretation of reports, or technical portions of the Scope of Work described herein.
 - 12.1.3 Review and, where required by the Contract, approval of technical reports, and technical information to be delivered by CONTRACTOR to SBCTA under the Contract.

- 12.1.4 SBCTA's Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications are limited to: substitutions of personnel identified in the Contract, including Key Personnel; modifications to classifications, hourly rates and names of personnel; and modifications of the address of the CONTRACTOR. All such modifications will be documented in writing between the Parties.
- 12.2 Technical Direction must be within the Scope of Work under this Contract. Except as provided with regard to Extra Work in Section 4.9, SBCTA's Project Manager does not have the authority to, and may not, issue any Technical Direction which:
- 12.2.1 Increases or decreases the Scope of Work;
 - 12.2.2 Directs CONTRACTOR to perform Work outside the original intent of the Scope of Work;
 - 12.2.3 Constitutes a change as defined in the "CHANGES" Article of the Contract;
 - 12.2.4 In any manner causes an increase or decrease in the Contract price as identified in the "COMPENSATION" Article or the time required for Contract performance;
 - 12.2.5 Changes any of the expressed terms, conditions or specifications of the Contract; unless identified herein;
 - 12.2.6 Interferes with CONTRACTOR's right to perform the terms and conditions of the Contract unless identified herein; or
 - 12.2.7 Approves any demand or claims for additional payment.
- 12.3 Failure of CONTRACTOR and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the provisions of "DISPUTES" Article herein.
- 12.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.
- 12.5 CONTRACTOR shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONTRACTOR, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in sections 11.2.1 through 11.2.7 above, CONTRACTOR shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from CONTRACTOR, SBCTA shall:
- 12.5.1 Advise CONTRACTOR in writing within thirty (30) calendar days after receipt of CONTRACTOR's letter that the Technical Direction is or is not within the scope of this Contract.

12.5.2. Advise CONTRACTOR within a reasonable time whether SBCTA will or will not issue a written amendment.

ARTICLE 13. CHANGES

- 13.1 The Work shall be subject to changes by additions, deletions, or revisions made by SBCTA. CONTRACTOR will be advised of any such changes by written notification from SBCTA describing the change. Except as provided in Section 4.9, this notification will not be binding on SBCTA until SBCTA's Awarding Authority has approved an amendment to this Contract.
- 13.2 Promptly after such written notification of change is given to CONTRACTOR by SBCTA, the Parties will attempt to negotiate a mutually agreeable adjustment to compensation or time of performance, and amend the Contract accordingly, except as provided in Section 4.9.

ARTICLE 14. EQUAL EMPLOYMENT OPPORTUNITY

- 14.1 During the term of this Contract, CONTRACTOR shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military and veteran status. CONTRACTOR agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
- 14.2 The CONTRACTOR and all subconsultants shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, CONTRACTOR and all subconsultants will ensure their services are consistent with and comply with obligations and procedures outlined in SBCTA's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.

ARTICLE 15. CONFLICT OF INTEREST

CONTRACTOR agrees that it presently has no interest, financial or otherwise, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Work required under this Contract or be contrary to the interests of SBCTA. CONTRACTOR further agrees that no person having any such interest shall be employed in the performance of this Contract. CONTRACTOR is obligated to fully disclose to SBCTA, in writing, any conflict of interest issues as soon as they are known to CONTRACTOR. .

ARTICLE 16. KEY PERSONNEL

The personnel specified below are considered to be essential to the Work being performed under this Contract. Prior to diverting any of the specified individuals to other projects, or reallocation of any tasks or hours of Work that are the responsibility of key personnel to other personnel, CONTRACTOR shall notify SBCTA in writing in advance and shall submit justifications (including proposed substitutions, resumes and payroll information to support any changes to the labor rates) in sufficient detail to permit evaluation of the impact on the Project. Diversion or reallocation of key personnel shall not be made without prior written consent of SBCTA's Project Manager. CONTRACTOR shall not substitute any key personnel without the prior written consent of SBCTA. In the event that the Parties cannot agree as to the substitution of key personnel, SBCTA may terminate this Contract. Key Personnel are:

Name	Job Classification/Function
William Salazar	President & CEO
Johnny Perez	FSP Program Manager
David Acevedo	Assistant Program Manager FSP Quality Assurance
German Fajardo	Assistant Program Manager Certificates and License Compliance
Miguel Coronado	Assistant Program Manager CFSP

ARTICLE 17. REPRESENTATIONS

All Work supplied by CONTRACTOR under this Contract shall be supplied by personnel who are qualified, careful, skilled, experienced and competent in their respective trades or professions. CONTRACTOR agrees that they are supplying professional services in the performance of this Contract and agrees with SBCTA that the same shall conform to professional standards that are generally accepted in the profession in the State of California.

ARTICLE 18. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 18.1 If, as a part of this Contract, CONTRACTOR is required to produce materials, documents data, or information ("Products"), then CONTRACTOR, if requested by SBCTA, shall deliver to SBCTA the original of all such Products which shall become the sole property of SBCTA.
- 18.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONTRACTOR in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONTRACTOR without the express written consent of SBCTA.
- 18.3 Except as reasonably necessary for the performance of the Work, CONTRACTOR agrees that it, its employees and agents s will hold in confidence and not divulge to third parties without prior written consent of SBCTA, any information obtained by CONTRACTOR from or through SBCTA unless (a) the information was known to CONTRACTOR prior to obtaining same from SBCTA pursuant to a prior contract; or (b) the information was at

the time of disclosure to CONTRACTOR, or thereafter becomes, part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONTRACTOR or its employees and agents, or (c) the information was obtained by CONTRACTOR from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONTRACTOR's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article, which are produced by CONTRACTOR, until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act, or other law, or otherwise become public information through no fault of CONTRACTOR, or its employees or agents.

- 18.4 CONTRACTOR shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 18.5 All press releases, or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by both Parties.

ARTICLE 19. TERMINATION

- 19.1 Termination for Convenience - SBCTA shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONTRACTOR specifying the date of termination. On the date of such termination stated in said notice, CONTRACTOR shall promptly discontinue performance of Work.
 - 19.1.1 If CONTRACTOR has fully and completely performed all obligations under this Contract up to the date of termination, CONTRACTOR shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
 - 19.1.2 CONTRACTOR shall be entitled to receive the actual costs incurred by CONTRACTOR to return CONTRACTOR's tools and equipment, if any, to it or its suppliers' premises in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.
- 19.2 Termination for Cause - In the event CONTRACTOR shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONTRACTOR or a receiver shall be appointed on account of its insolvency, or if CONTRACTOR shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further

payments to CONTRACTOR; (b) stop any Work of CONTRACTOR related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONTRACTOR specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of SBCTA owned tools and equipment by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONTRACTOR shall not be considered to be a waiver of any subsequent default of CONTRACTOR, of the same or any other provision, nor be deemed to waive, amend, or modify any term of this Contract.

19.2.1 CONTRACTOR shall deliver to SBCTA all SBCTA owned tools and equipment under this Contract prepared by CONTRACTOR or furnished to CONTRACTOR by SBCTA within ten (10) working days of said notice.

19.3 All claims for compensation of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONTRACTOR be entitled to any payment for prospective profits or any damages because of such termination.

ARTICLE 20. STOP WORK ORDER

Upon failure of CONTRACTOR to comply with any of the requirements of this Contract, SBCTA shall have the right to stop any or all Work affected by such failure until such failure is remedied or to terminate this Contract in accordance with section "Termination For Cause" above.

ARTICLE 21. CLAIMS

SBCTA shall not be bound to any adjustments in the Contract amount or schedule unless expressly agreed to by SBCTA in writing. SBCTA shall not be liable to CONTRACTOR for any claim asserted by CONTRACTOR after final payment has been made under this Contract.

ARTICLE 22. INSURANCE

22.1 Prior to commencing the Work, at all times during the performance of the Work and for such additional periods as required herein, CONTRACTOR shall, at CONTRACTOR's sole expense, procure and maintain road form insurance coverage at least as broad as the following minimum requirements specified below:

22.1.1 Worker's Compensation/Employer's Liability Insurance – The policies must include the following:

- Coverage A. Statutory Benefits
- Coverage B. Employer's Liability
- Bodily Injury by accident - \$1,000,000 per accident
- Bodily Injury by disease - \$1,000,000 policy limit/\$1,000,000 each employee

Such policies shall contain a waiver of subrogation in favor of the parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable workers' compensation laws in effect during performance of the Work by CONTRACTOR

or any subcontractor of any tier. All subconsultants of any tier performing any portion of the Work for CONTRACTOR shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONTRACTOR and all parties named as Indemnitees below. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply..

22.1.2 Garage Liability/Commercial General Liability. The policy must include the following:

- CONTRACTOR shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$5,000,000 each occurrence**.
- The policy shall be appropriate for the CONTRACTORS business and at a minimum shall include, coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in the CONTRACT), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy (ies), and products and completed operations.
 - \$5,000,000 per occurrence for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury
 - \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage,
 - If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 25 04).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

All sub-contractors of any tier performing any portion of the WORK for CONTRACTOR shall also obtain and maintain the CGL insurance coverage with limits equal to or above the limits required of the CONTRACTOR.

22.1.3 Umbrella/Excess CGL Insurance:

- If the CONTRACTOR elects to include an umbrella policy to cover any of the excess limits required beyond the commercial general liability policy and/or the commercial tow truck automobile liability policy, then the policy must include the following:
 - The umbrella or excess policy shall follow form over the CONTRACTOR's primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
 - The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.

- The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
- There shall be no statement limiting the coverage provided to the parties listed as additionally insured or as indemnitees below.

22.1.4 Commercial Tow Truck Auto Insurance - The policy must include the following and may be combined with the excess liability policy to provide limits of coverage not less than:

- Auto Liability limits of not less than \$5,000,000 per each accident.
- Combined Bodily Injury and Property Damage Liability insurance
- Coverage must include scheduled autos, hired or non-owned autos
- Garage Keepers liability shall be provided under this policy or the liability policy as a result of an endorsement or in a stand-alone Garage Keepers Coverage policy. Garage Keepers liability limits shall be equal to the estimated value of all vehicles that could be located at a single location or \$300,000 whichever is greater.
- On-Hook/Tow & Hitch Coverage -The policy must include the following:
 - No less than \$100,000 Limit
 - Coverages for physical damages from accidents or damages to property occurring while a vehicle is in tow with limits of no less than the replacement cost coverage with no coinsurance penalty provisions, or depreciation costs.
 - Cargo coverage shall be provided under this policy as a result of an endorsement or in a stand-alone Cargo Coverage policy.

The commercial tow truck automobile liability insurance shall be written on the most recent edition of ISO form or equivalent acceptable to SBCTA and shall include, without limitation, contractual liability coverage and additional insured status for the Additional Insureds named below. CONTRACTOR waives all rights of subrogation against the Additional Insureds named below, for recovery of loss, injury and/or damages to the extent such loss, injury and/or damages are covered by the commercial tow truck automobile liability insurance required herein.

22.1.5 Pollution Liability -- The policy must include the:

- \$1,000,000 per claim or occurrence limits/\$2,000,000 in the aggregate.
- Coverage shall be written on an ISO form appropriate for the CONTRACTOR's business and work under this contract.

22.2 General Provisions

22.2.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VII or better and if policies are written by insurance carriers that are non-admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-: X or better, unless otherwise approved in writing by SBCTA's Risk Manager.

- 22.2.2 Additional Insured Coverage. All policies, except those for Workers' Compensation insurance, shall be endorsed by ISO Form CG 20 12 11 85, or if not available, then ISO Form CG 20 26, to name San Bernardino County Transportation Authority and its officers, directors, members, employees, agents and volunteers, as additional insureds ("Additional Insureds"). California Highway Patrol (CHP) and California Department of Transportation (Caltrans) shall also be named additional insureds. With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONTRACTOR permitted under this CONTRACT, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability but shall allow coverage for SBCTA to the full extent provided by the policy.
- 22.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including certificates of insurance and the required endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONTRACTOR shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.
- 22.2.4 Deductibles or Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONTRACTOR shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONTRACTOR will pay, and shall require its sub-CONTRACTORS to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. Without SBCTA's Risk Manager's expressed written approval no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONTRACTOR shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONTRACTOR shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONTRACTOR. The Contractor's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any Contractor's deductible or SIR..

- 22.2.5 CONTRACTOR's and Sub-contractor' Insurance will be Primary. All policies required to be maintained by the CONTRACTOR or any subconsultant with the exception of Professional Liability and Worker's Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONTRACTOR's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 22.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONTRACTOR hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONTRACTOR shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONTRACTOR shall require all of the policies and coverages required in Exhibit B to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONTRACTOR from waiving the right of subrogation prior to a loss or claim.
- 22.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONTRACTOR will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONTRACTOR will provide SBCTA ten (10) days prior written notice. In any event, CONTRACTOR will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONTRACTOR receives within one business day after CONTRACTOR receives it by submitting it to SBCTA at procurement@SBCTA.ca.gov to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.
- 22.2.8 Enforcement. SBCTA may take any steps as are necessary to assure CONTRACTOR's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONTRACTOR fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONTRACTOR or withhold such expense from amounts owed CONTRACTOR, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONTRACTOR of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONTRACTOR, of their obligations to exercise due care in the performance

of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

22.2.9 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.

22.2.10 Higher limits. If CONTRACTOR maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.

22.2.11 Special Risks or Circumstances. SBCTA, acting through its Executive Director, reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances, as determined by the Executive Director to be in the best interests of SBCTA.

ARTICLE 23. INDEMNITY

23.1 INTENTIONALLY OMITTED.

23.2 For all Work and obligations under this Contract, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, California Department of Transportation (Caltrans), SBCTA's Entities and their authorized officers, employees, agents and volunteers ("Indemnitees"), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by SBCTA on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CONSULTANT's indemnification obligation applies to SBCTA's "active" as well as "passive" negligence, but does not apply to SBCTA's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

ARTICLE 24. ERRORS AND OMISSIONS

CONTRACTOR shall be responsible for the professional quality, technical accuracy, and coordination of all Work required under this Contract. CONTRACTOR shall be liable for SBCTA costs resulting from errors or deficiencies, in Work furnished under this Contract, including, but not limited to any fines, penalties, damages, and costs required because of an error or deficiency in the Work provided by CONTRACTOR under this Contract.

ARTICLE 25. OWNERSHIP OF DOCUMENTS

All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by CONTRACTOR under this Contract shall become the sole property of SBCTA when prepared, whether delivered to SBCTA or not.

ARTICLE 26. SUBCONTRACTS

CONTRACTOR shall not subcontract performance of all or any portion of work/employees under this contract.

ARTICLE 27. RECORD INSPECTION AND AUDITING

SBCTA, or any of its designees, representatives or agents shall at all times have access during normal business hours to CONTRACTOR's operations and products wherever they are in preparation or progress, and CONTRACTOR shall provide sufficient, safe, and proper facilities for such access and inspection thereof. Inspection or lack of inspection by SBCTA shall not be deemed to be a waiver of any of their rights to require CONTRACTOR to comply with the Contract or to subsequently reject unsatisfactory Work or products.

ARTICLE 28. INDEPENDENT CONTRACTOR

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

ARTICLE 29. ATTORNEY'S FEES

If any legal action is instituted to enforce or declare any Party's rights under the Contract, each Party, including the prevailing Party, must bear its own costs and attorneys' fees. This Article shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a Party hereto and payable under the "Indemnity" provision of the Contract.

ARTICLE 30. GOVERNING LAW AND VENUE

This Contract shall be subject to the law and jurisdiction of the State of California. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any Party to this Contract will be the Superior Court of California, San Bernardino County. Each Party hereby waives any law or rule of court which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County.

ARTICLE 31. FEDERAL, STATE AND LOCAL LAWS

CONTRACTOR warrants that in the performance of this Contract, it shall comply with all applicable federal, State and local laws, ordinances, rules and regulations.

ARTICLE 32. PRECEDENCE

- 32.1 The Contract consists of this Contract's Articles, Exhibit A "Scope of Work", and Exhibit B "Price Form", Exhibit "C" Summary of FSP Violations and Penalties, the Standard Operating Procedures Manual, issued by the California Highway Patrol, SBCTA's Request for Proposal and CONTRACTOR's proposal, all of which are incorporated into this Contract by this reference.
- 32.2 The following order of precedence shall apply: first, the Contract Articles; second the Standard Operating Procedures (SOP) manual; third, Exhibits A and B and C (equal precedence); fourth, SBCTA's Request for Proposal; and last, CONTRACTOR's proposal. In the event of a conflict between the Contract Articles and the Scope of Work, the Contract Articles will prevail.
- 32.3 In the event of an express conflict between the documents listed in this Article, or between any other documents, which are a part of the Contract, CONTRACTOR shall notify SBCTA in writing within three (3) business days of its discovery of the conflict and shall comply with SBCTA's resolution of the conflict.

ARTICLE 33. COMMUNICATIONS AND NOTICES

Notices sent by mail shall be by United States Mail, postage paid, certified mail (return receipt requested). Any and all notices permitted or required to be given hereunder shall be deemed duly given and received: (a) upon actual delivery, if delivery is personally made or if made by fax or email during regular business hours; (b) the first business day following delivery by fax when not made during regular business hours; or (c) on the fourth business day after deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. CONTRACTOR shall notify SBCTA of any contact information changes within ten (10) business days of the change.

To CONTRACTOR	To SBCTA
1487 Ramona Blvd	1170 W. 3rd Street, 2nd Floor
Baldwin Park, CA 91706	San Bernardino, CA 92410-1715
Attn: William Salazar	Attn: Cheryl Wilson
	cc: Procurement Manager
Phone: (626) 960-1824	Phone: (909) 884-8276
Email: bill@royalcoaches.com	Email: cwilson@gosbcta.com

ARTICLE 34. DISPUTES

- 34.1 In the event any dispute, other than an audit, arises between the Parties in connection with this Contract (including but not limited to disputes over payments, costs, expenses, Work to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA's Procurement Manager within thirty (30) calendar days after notice thereof in writing which shall include a particular statement of the grounds of the dispute. If CONTRACTOR does not agree with the decision, then CONTRACTOR shall have ten (10) calendar days after receipt of the decision in which to file a written appeal thereto with

SBCTA's Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONTRACTOR, then such dispute is reviewable by a court of competent jurisdiction.

- 34.2 During resolution of the dispute, CONTRACTOR shall proceed with performance of this Contract with due diligence.

ARTICLE 35. GRATUITIES

CONTRACTOR, its employees, agents, or representatives shall not offer or give to any officer, official, agent or employee of SBCTA, any gift, entertainment, payment, loan, or other gratuity.

ARTICLE 36. REVIEW AND ACCEPTANCE

All Work performed by CONTRACTOR shall be subject to periodic review and approval by SBCTA at any and all places where such performance may be carried on. Failure of SBCTA to make such review, or to discover defective work, shall not prejudice the rights of SBCTA at the time of final acceptance. All Work performed by CONTRACTOR shall be subject to periodic and final review.

ARTICLE 37. CONFIDENTIALITY

Any SBCTA communications or materials to which CONTRACTOR or agents have access, or materials prepared by CONTRACTOR under the terms of this Contract, shall be held in confidence by CONTRACTOR, who shall exercise reasonable precautions to prevent the disclosure of confidential information to anyone except as expressly authorized by SBCTA. Any communications with or work product of SBCTA's legal counsel to which CONTRACTOR or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine, and shall be confidential. CONTRACTOR shall not release any reports, information or promotional material or allow for the use of any photos related to this Contract for any purpose without prior written approval of SBCTA.

ARTICLE 38. EVALUATION OF CONTRACTOR

CONTRACTOR's performance may be evaluated by SBCTA periodically throughout the Contract performance period. A copy of the evaluation will be given to CONTRACTOR for its information. The evaluation information shall be retained as part of the Contract file and may be used to evaluate CONTRACTOR if it submits a proposal on a future RFP issued by SBCTA.

ARTICLE 39. DRIVING RECORD AND CRIMINAL HISTORY CHECK

Pursuant to California Vehicle Code Sections 2430 *et seq.*, CONTRACTOR and its employees performing Work under this Contract are required to have a current, valid California driver's license and must undergo a Criminal History Check and driver's license check. Only after a completed CHP 234F and CHP 234 supplemental is received and accepted by CHP will a check of driver's license and criminal history be performed. Criminal history checks will be completed by CHP upon the acceptance of a CHP 234F. Any employee of the CONTRACTOR not meeting the requirements identified herein will be automatically excluded from performing Work under this Contract. In addition, SBCTA and/or CHP may, in their sole discretion, require

CONTRACTOR to replace any employee or potential employee who is determined to be unsuitable to represent the FSP Program based on the Criminal History Check.

ARTICLE 40. SAFETY

CONTRACTOR shall strictly comply with OSHA regulations and local, municipal, state, and federal safety and health laws, orders and regulations applicable to CONTRACTOR's operations in the performance of Work under this Contract. CONTRACTOR shall comply with all safety instructions issued by SBCTA or their representatives.

ARTICLE 41. DRUG FREE WORKPLACE

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

ARTICLE 42. ASSIGNMENT

CONTRACTOR shall not assign this Contract in whole or in part, voluntarily, by operation of law, or otherwise, without first obtaining the written consent of SBCTA. SBCTA's exercise of consent shall be within its sole discretion. Any purported assignment without SBCTA's prior written consent shall be void and of no effect, and shall constitute a material breach of this Contract. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the Parties.

ARTICLE 43. AMENDMENTS

The Contract may only be changed by a written amendment duly executed by the Parties. Work authorized under an amendment shall not commence until the amendment has been duly executed.

ARTICLE 44. PREVAILING WAGES

INTENTIONALLY OMITTED

ARTICLE 45. CONTINGENT FEE

CONTRACTOR warrants, by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, SBCTA has the right to terminate this Contract without liability, pay only for the value of the Work actually performed, or in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 46. FORCE MAJEURE

CONTRACTOR shall not be in default under this Contract in the event that the Work performed by CONTRACTOR is temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, and natural disasters such

as floods, earthquakes, landslides, and fires, or other catastrophic events which are beyond the reasonable control of CONTRACTOR and which CONTRACTOR could not reasonably be expected to have prevented or controlled. "Other catastrophic events" does not include the financial inability of CONTRACTOR to perform or failure of CONTRACTOR to obtain either any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of CONTRACTOR.

ARTICLE 47. WARRANTY

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

ARTICLE 48. ENTIRE DOCUMENT

- 48.1 This Contract constitutes the sole and only agreement governing the Work and supersedes any prior understandings, written or oral, between the Parties respecting the Project. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been expressly incorporated into this Contract.
- 48.2 No agent, official, employee or representative of SBCTA has any authority to bind SBCTA to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONTRACTOR hereby stipulates that it has not relied, and will not rely, on same.
- 48.3 Both Parties have been represented or had the full opportunity to be represented by legal counsel of their own choosing in the negotiation and preparation of this Contract. Therefore, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either Party.

ARTICLE 49. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

CONTRACTOR shall comply with all applicable provisions of the Americans with Disabilities Act in performing Work under this Contract.

ARTICLE 50. MOST FAVORED NATIONS CLAUSE

CONTRACTOR agrees that, throughout the term of this Contract, it shall not enter into any FSP services agreement with any other government agency pursuant to which CONTRACTOR agrees to charge FSP service fees less than those provided for by this Contract for substantially the same level of FSP service. Should SBCTA establish that CONTRACTOR has agreed to provide substantially similar FSP services to one or more other government agencies at lower fees, CONTRACTOR agrees to reduce the fees charged to SBCTA to the lower amount charged to the other government agency.

ARTICLE 51. EFFECTIVE DATE

The date that this Contract is executed by SBCTA shall be the Effective Date of the Contract.

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

DRAFT

IN WITNESS WHEREOF, the Parties hereto have executed this Contract below.

**ROYAL COACHES AUTO BODY &
TOWING, a California Corporation**

**SAN BERNARDINO COUNTY
TRANSPORTATION
AUTHORITY**

By: _____
William Salazar
President

By: _____
Art Bishop
President, Board of Directors

Date: _____

Date: _____

By: _____
William Salazar
Secretary

APPROVED AS TO FORM

Date: _____

By: _____
Juanda Lowder Daniel
Assistant General Counsel

CONCURRENCE

By: _____
Shaneka Morris
Procurement Manager

Attachment: 22-1002738 (8730 : Award Freeway Service Patrol Contracts - RFP No. 22-1002736 for Beats 9, 14, and 31)

EXHIBIT A – “SCOPE OF WORK”

EXHIBIT A
SCOPE OF WORK
CONTRACT 22-1002738
FREEWAY SERVICE PATROL

BEAT 14- INTERSTATE 215 (I-215) CENTER STREET FROM RIVERSIDE COUNTY LINE TO DEVORE ROAD

1.0 Summary of Scope of Work.

Mobilization (NTP I) July 6, 2022- December 31, 2022:

The deliverables associated with Mobilization of this CONTRACT include the project ramp-up/preparation, the purchase of two FSP Tow Trucks, and equipment installations in accordance with section 4.0 "Equipment Requirements". Moreover driver trainings, and inspections in accordance with section 5.0 "Drivers."

FSP Tow Operations (NTP II) (January 1, 2023- December 31, 2027):

CONTRACTOR shall provide the rapid removal of disabled vehicles and those involved in minor accidents from the freeway. Each Beat shall require the appropriate number of Freeway Service Patrol (FSP) Certified Trucks:

Two (2) primary certified FSP tow trucks and one (1) certified back-up FSP tow truck for Beat 14.

The CONTRACTOR's FSP trucks shall be exclusively dedicated to providing FSP services during the designated hours of operation. All FSP tow truck maintenance activities for the primary and back-up tow trucks shall be conducted during non-designated service hours.

CONTRACTOR's FSP Certified Tow Truck Drivers ("Driver or Drivers") shall assist motorists involved in minor accidents and those with disabled vehicles. When and where conditions warrant, service may take place on the freeway shoulders. Where conditions do not warrant, Drivers will move the vehicles from the freeway to provide services pursuant to the Standard Operating Procedures (SOP) Manual. The Drivers shall continuously patrol their assigned Beat, respond to California Highway Patrol (CHP) dispatched calls for service, and use the designated turnaround locations and designated drop locations assigned by CHP.

The Drivers may be required to change flat tires, provide "jump" starts, provide one gallon of gasoline or diesel fuel, temporarily tape cooling system hoses, and refill radiators. These services are not all-inclusive. Where conditions permit, safe removal of small debris may also be required. The Drivers are to spend a maximum of ten (10) minutes per disablement in attempting to mobilize a vehicle.

If a disabled vehicle cannot be mobilized within the ten-minute (10) time limit, it shall be offered to be towed to a designated drop location identified by the CHP. The motorist can request the FSP Driver to contact the CHP Communications Center to request a CHP Rotation Tow or other

services. A Driver shall not be allowed to tow as an independent CONTRACTOR from an incident that occurred during the FSP shift. This is only allowed after the shift is over and the CONTRACTOR is called as a Rotation Tow by CHP. If called as a Rotation Tow Operator after an FSP shift, the Driver must remove all FSP markings such as vests, uniforms and any sort of FSP signage.

All FSP services shall be provided at no cost to the motorist. The Drivers shall not accept any gratuities, gifts or money to perform any other services, recommend secondary tows, or recommend repair/body shop businesses. The CONTRACTOR shall follow the SOP Manual. The CHP is responsible for the day-to-day field supervision of the FSP Program; therefore, policies and procedures are outlined in the SOP Manual. To promote a safe work environment and to maintain a high level of professionalism, the CONTRACTOR and their Drivers must follow the SOP Manual as this document and all updates will be incorporated into the CONTRACTOR's agreement. Please note that the SOP Manual is updated as needed, and that the CONTRACTOR is responsible to operate and adhere to the most recent version of the SOP Manual at all times.

There may be some instances where the Driver may be requested to provide assistance to CHP Officers in the field. When a CHP Officer in the field directs a Driver to complete a task, the Driver shall follow those directions provided, given the task does not endanger the Driver or the public and is within the Driver's skills and training. The Driver shall only advise the officer of the possible dangers. If the task is not within the FSP policy, an FSP CHP Officer should be notified of the incident. Drivers should not tell the CHP Officer they will not perform the task requested UNLESS they believe they are unable to perform the task safely. Afterwards, CHP will take the necessary steps to avoid future misunderstandings between the Officer and FSP.

At times, SBCTA, a city, and/or the California Department of Transportation (Caltrans) will have construction projects on the highways that may require Construction FSP. Typically this will take place along a highway segment that is a construction zone with no inside or outside shoulder areas, or the shoulders available are not wide enough to accommodate vehicles. This work is paid for with funds from specific projects and not the FSP State Highway Account/FSP SB1 funds. This is considered to be Extra Work as described in Section 4.9 of the contract, and will all require the authorization of SBCTA's Program Manager in writing as well as a written contingency amendment or contract amendment as appropriate. There are three types of CFSP services that can occur:

1. Caltrans requested CFSP: Caltrans led projects that are part of the Caltrans/SBCTA CFSP Cooperative agreement No. 20-1002437. These projects will also require the issuance of a Caltrans task order.
2. SBCTA requested CFSP: SBCTA led projects that will be funded by SBCTA.
3. City requested CFSP: City led projects that will be funded by the City.

CONTRACTOR or its designated management-level representative shall attend the required FSP Technical Advisory Committee (TAC) meeting every other month. The FSP TAC will encompass focused and informal/formal discussions concerning but not limited to: scope, services, schedule, and current progress of services, relevant cost issues, and future project objectives. CONTRACTOR shall be responsible for having a representative attend all meetings (FSP TAC meetings) who has the ability to make management-level decisions on the behalf of the

CONTRACTOR while at the meeting. If the CONTRACTOR cannot have a management-level representative at a meeting, CONTRACTOR shall notify SBCTA and CHP at least two (2) business days prior to the meeting. Management-level attendance at these meetings shall be considered part of the CONTRACTOR's contractual responsibility. Meetings are scheduled for the entire calendar year; CHP provides the schedule via email.

Please refer to Contract Exhibit "C" for further details on violations and penalties.

2.0 Contract Representatives.

SBCTA, Caltrans, and the CHP will jointly oversee the FSP services (referred to, singularly or jointly, as "FSP Management"). CHP is responsible for dispatch services to incident locations within the tow truck's patrol limits, otherwise referred to as "Beats". The dispatching will be done in accordance with the contract for the service. An SOP Manual will be provided to the successful CONTRACTOR explaining the types of incidents to which a Driver may be dispatched. Please note that this SOP Manual is updated as needed and that the CONTRACTOR is responsible to adhere to the most current version of the SOP Manual at all times. Also note that SBCTA's contract with the successful Proposer(s) will incorporate the SOP Manual and any updates; thus, adhering to the SOP Manual is a contractual requirement.

3.0 Service Location.

The FSP operates on selected freeway segments referred to as "Beats". Each Beat has specific turnaround locations and designated drop locations identified by the CHP. The limits are identified in the Scope of Work (SOW).

SBCTA reserves the right, at any time during the contract's term, to adjust Beat specifications (length of the Beat for example) and Beat hours to better accommodate demand for the service. These changes can occur during the course of the contract through written permission (e.g., email). The CONTRACTOR may be requested by CHP to go beyond the limits of its assigned Beat area to assist a motorist in an adjacent Beat area. Drivers may be permitted to do this only upon CHP request. SBCTA reserves the right to add or delete holidays to the work schedule. Travel time to and from the Beat will be at the expense of the CONTRACTOR.

4.0 Equipment Requirements.

A. Tow Truck Requirements.

Primary FSP Tow Trucks will be exclusively dedicated to FSP services during the hours of FSP operations. They are not required to be exclusive during non-FSP hours.

The FSP Program will utilize, at a minimum, Class A tow trucks with a minimum gross vehicle weight rating of 14,000 pounds, dual wheel chassis, and four (4) ton recovery equipment rating. All trucks proposed for use in the FSP Program must be less than one (1) year old with a maximum of 50,000 miles and a clear, non-salvage title on the chassis and working parts of the truck.

The truck must be free of any mechanical defects or physical damage at the onset of the contract. Lastly, the truck shall have seating capabilities for five (5) adults.

The CHP, in conjunction with SBCTA, will verify the original purchase dates to ensure compliance.

All FSP Tow Trucks must be Department of Transportation (DOT) compliant, as well as California Air Resources Board (CARB) compliant. This includes an engine that has been certified by CARB, as required by law in the State of California. Any tow truck that is utilized for the FSP Program must comply with emission standards set forth by DOT and CARB, as well as all Local, State and Federal laws applicable to that truck, and as outlined in the RFP.

Prior to commencement of service, the CHP will inspect each tow truck designated for the FSP Program in San Bernardino County to ensure that it meets the tow truck specifications and to ensure that it meets or exceeds safety requirements. These inspections will occur prior to the start of service. Succeeding inspections will occur periodically as determined by the FSP CHP officers. Documentation of the vehicle identification number and successful completion of the inspection will be kept on file at the CHP office and CONTRACTOR's local office. Any unsafe, poorly maintained FSP Certified Tow Truck(s) or improperly equipped FSP Certified Tow Truck(s) shall not be allowed into service, and if discovered during the shift, shall be removed from service or repaired as directed by the CHP. The CONTRACTOR shall be fined three (3) times the hourly contract rate in one (1) minute increments for ALL service time lost. The CONTRACTOR will be required to have a FSP Certified Back-Up Tow Truck available for service during their FSP Beat(s) shift(s).

Please note that FSP Certified Back-Up Tow Trucks for existing FSP tow operator contracts with other FSP agencies (i.e., not with SBCTA) do not qualify as meeting the certified SBCTA FSP back-up truck requirement(s).

FSP tow trucks bearing the service patrol title, the FSP logo, and the vehicle identification number shall be painted all white (includes the hood, fenders, doors, boom and bed area). No trim will be allowed. Lettering shall be in block lettering and shall be no less than two inches by two inches and no greater than four inches in height. Lettering can **ONLY** be black in color and will be bold style parallel to the ground. Letters shall be placed on the lower body of the truck toward the cab. Names, phone numbers, advertising of any kind or any other lettering on the boom shall be prohibited during FSP operational hours. The overall look of the truck must be approved by CHP prior to service implementation; therefore, any questions regarding this policy is highly recommended to be discussed with the FSP CHP officers prior to implementing, as truck compliance with current State FSP standards is required. No other accessory equipment or signage (bumper stickers, employment advertisement, and so forth) shall be mounted or installed without prior FSP CHP officer approval. This includes but is not limited to brass, chrome wheel covers, window tint, etc.

Please refer to Contract Exhibit "C" for further details on violations and penalties.

SBCTA follows and relies on the policies and procedures set forth in the SOP Manual developed by the County of San Bernardino FSP CHP Program. Please note that the SBCTA FSP equipment

list is subject to change at any time, and may be different from FSP Program equipment lists found in other counties. For the most updated SBCTA FSP equipment list, please refer to the latest SOP Manual.

Each FSP tow truck shall be equipped in accordance with the SOP Manual and shall include the following, please note that if a company decides to add on any of the OPTIONAL equipment, and is something CHP would test for proficiency, they will do so for every driver that is tested from that company:

1. Wheel lift towing equipment, with a minimum lift rating of 4,000 pounds, with wheel lift extended. All tow equipment shall include proper safety straps.
2. Boom with a minimum static rating of 8,000 pounds.
3. Winch Cable - 8,000 pound rating on the first layer of cable.
4. Wire rope- 100 ft., 5/16-inch diameter, with a working limit of 3,500 pounds.
5. Towing slings rated at 3,000 pounds minimum **OPTIONAL**
6. Two (2) Tow chains 3/8" alloy or OEM specs. J/T hooks assembly.
7. Rubber faced push bumper.
8. Mounted spotlight capable of directing a beam both front and rear.
9. Amber warning lights with front and rear directional flashing capability, with on/off switch in cab.
10. Public address system.
11. Power outlets ("hot boxes"), front and rear mounted, with outlets compatible to 12-volt booster cables.
12. Heavy duty, 60+ amp battery.
13. Radios with the ability to communicate with the CONTRACTOR's base office (Verizon).
14. Programmable scanners capable of scanning between the 39 and 48 MHz used by the CHP. Scanners need to be capable of scanning CHP Police frequencies, and must be mounted for safety concerns.
15. Suitable cab lighting.
16. Trailer hitch capable of handling a 1 7/8-inch ball and 2-inch ball.
17. One (1) 1 7/8-inch ball and one (1) - inch ball.
18. Rear work lights (4)
19. Safety chain D-ring or eyelet mounted on rear of truck.
20. Motorcycle Straps (2)
21. Diesel fuel in plastic jerry cans (5 gallons)
22. Unleaded gasoline in plastic jerry cans (5 gallons)
23. Safety chains min. 5 ft. min. 5/16" Alloy or OEM Spec. (2)
24. First aid kit (small 5" x 9") (1)
25. Fire extinguisher aggregate rating of at least
4 B-C units (1)
26. Pry bar - 36" or longer (1)
27. Radiator water in plastic container (5 gallons)
28. Sling crossbar spacer blocks **OPTIONAL** (2)
29. 4" x 4" x 48" wooden cross beam (1)
30. 4" x 4" x 60" wooden cross beam (1)

- 31. 24" wide street broom (1)
- 32. Square point shovel (1)
- 33. Highway flares 360 minutes min.
- 34. Cones 18" height, reflectorized with tape
- 35. Hydraulic Floor Jack: 2-ton AND
2-ton jack stand (1)
- 36. Wheel chock (1)
- 37. Four-way lug wrench (1 std.) (1)
- 38. Four way lug wrench (1 metric)
- 39. Rechargeable compressor or refillable air bottle,
hoses and fittings to fit tire valve stems, 100
psi capacity (1)
- 40. Flashlight and spare batteries or charger (1)
- 41. Tail lamps/stop lamps, portable remote
with extension cord (1 set)
- 42. Booster cables, 25 ft. long minimum,
3-gauge copper wire with heavy-duty clamps
and one end adapted to truck's power outlets (1 set)
- 43. Funnel, multi-purpose, flexible spout (1)
- 44. Pop-Up Dolly (with tow straps), minimum weight capacity of 3,900 pounds
portable for removing otherwise un-towable vehicles (1)
- 45. Dolly Steel Pry bar (1)
- 46. Five (5)-gallon can with lid filled with clean absorb-all (1)
- 47. Empty trash can with lid (five gallon) (1)
- 48. Lock out set (1)
- 49. Safety glasses

Each FSP Certified Tow Truck will be required to have a toolbox with the following minimum number of tools/supplies. A tool kit for small equipment items is required. The list may be supplemented at the CONTRACTOR's option and expense.

- 50. Screwdrivers-
 - i. Standard-1/8", 3/16", 1/4", 5/16" (1 each, min.)
 - ii. Phillips head - #1 and #2 (1 each, min.)
- 51. Needle nose pliers (1)
- 52. Adjustable rib joint pliers, 2" min. capacity (1)
- 53. Crescent wrench - 8" (1)
- 54. Crescent wrench - 12" (1)
- 55. Four (4) lb. hammer (1)
- 56. Rubber mallet (1)
- 57. Electrical tape, roll (1)
- 58. Duct tape, 20 yard roll (1)
- 59. Tire pressure gauge (1)
- 60. Mechanic's wire (roll) (1)
- 61. Bolt cutters (1)

The Driver shall be required to complete a pre-operation shift inspection log of the vehicle as well as inventory of the required equipment prior to the start of each shift. An Inspection form, which is in the tablet FSP data collection software, shall be completed by the Driver prior to the start of each shift and be available for inspection by the CHP and/or SBCTA. Any equipment that is malfunctioning or missing must be replaced prior to the start of the shift. All equipment on the truck shall be secured.

Installation of FSP related equipment:

Upon execution of the contract, SBCTA will designate and cover the cost of the selected installer for the SBCTA FSP digital radio equipment and SBCTA's Automatic Vehicle Locator (AVL) equipment. SBCTA covers the initial cost of the FSP digital radio and the AVL equipment as well. Please note that SBCTA, along with the installer, must be able to access the required primary and back up FSP Tow Trucks no later than ten (10) business days prior to the start date of the Beat(s). No exceptions. If SBCTA is not able to access the required primary and back up FSP tow trucks by the tenth (10th) business day deadline, the CONTRACTOR shall be assessed a fine as detailed in Exhibit "C" of the contract.

At times, equipment such as an "outside speaker", or a handheld "mic," and/or "FSP Tablet" for example, may need to be replaced due to normal wear and tear. If SBCTA-provided equipment needs to be replaced due to normal wear and tear, SBCTA will provide the CONTRACTOR with replacement equipment at no charge. However, please note that if FSP-related equipment needs to be replaced due to negligence by the CONTRACTOR or any of its staff, including Drivers, the cost of the equipment and the installation expense will be deducted from the CONTRACTOR'S invoice/payment that same month or the following month (depending on when the incident occurred). CONTRACTORS, Supervisors and Drivers are required to contact SBCTA and one of the FSP CHP officers immediately when any SBCTA FSP equipment is damaged, failing or has failed, and the CONTRACTOR will be provided with a replacement part by SBCTA or by one of the FSP CHP officers. If a replacement part is not immediately available, then the CONTRACTOR will be asked to have their "FSP Certified Back-Up Tow Truck" on the Beat to cover the shift.

With the written permission of SBCTA (email is allowed), the CONTRACTOR may install some replacement equipment (e.g., an "outside speaker" or a "mic") as long as the CONTRACTOR installs the equipment per SBCTA and SBCTA FSP standards. If a CONTRACTOR is given the authorization to install FSP-related equipment, and has any questions regarding "installation standards", the CONTRACTOR is to contact SBCTA or one of the FSP CHP officers for further instructions/information. If provided the authorization by SBCTA or FSP CHP, the CONTRACTOR must install equipment in the safest possible manner, and the installation of the equipment must comply with all FSP equipment guidelines and San Bernardino FSP installation standards for safety reasons.

Please note that equipment requirements are subject to change at any time. For the most updated equipment list, please refer to the latest SOP Manual.

B. FSP Certified Back-Up Tow Truck.

The CONTRACTOR shall be required to have one FSP Certified Back-Up Tow Truck available for each Beat during FSP service hours that is in full compliance with this Contract, unless otherwise authorized by SBCTA in writing. The FSP Certified Back-Up Tow Truck should be used when a primary FSP Certified Tow Truck is unavailable. The FSP Certified Back-Up Tow Truck shall meet the same requirements for equipment, set-up and color as a primary Certified FSP Tow Truck. It shall meet all the vehicle equipment specifications. Please refer to Exhibit “C” of the contract for further details on violations and penalties. FSP Certified Tow Trucks are subject to inspections during FSP services hours and non-FSP service hours by CHP.

As noted above, Primary FSP Tow Trucks will be exclusively dedicated to SBCTA FSP services during the hours of FSP operations. However, FSP Certified Back-Up Tow Trucks are not required to be exclusive to the SBCTA FSP Program during FSP service hours and non-FSP service hours. If a FSP Certified Back-Up Tow Truck is needed to replace one of the primary FSP Certified Tow Trucks on Beat, the CONTRACTOR shall meet all Contract obligations as outlined, which includes the vehicle’s availability to work the Beat area within the 45 (forty-five) minute time period (after which point penalties begin to accrue).

C. Vehicle Breakdown and Other Missed Service.

A FSP Certified Back-Up Tow Truck must be in service on the Beat within 45 (forty-five) minutes of the time when a primary FSP Tow Truck is taken out of service for any reason. The CONTRACTOR shall not be paid for the time period that the contractually required trucks are not in service. If a vehicle is not made available within the 45 (forty-five) minute time period, the CONTRACTOR shall be fined three (3) times the hourly contract rate in one (1) minute increments until a FSP Certified Back-Up Tow Truck is provided. This 45 (forty-five) minute period prior to the imposition of fines shall not apply to trucks removed from service for failure to meet specifications or safety requirements as set forth in accordance with section 4.0 “Equipment Requirements” paragraph A “Tow Truck Requirements”, in which case fines shall begin immediately. If a FSP Certified Tow Truck is not ready due to a breakdown at the start of a shift, the fine time will be calculated from the start of the shift. If the entire shift is missed, the CONTRACTOR shall be fined for the entire shift at three (3) times the hourly rate. FSP Tow Truck maintenance shall be performed during non-FSP service hours.

In the event that a FSP Certified Back-Up Tow Truck is required to continue the shift, the Driver must complete a new inspection worksheet and mileage log prior to the commencement of driving the tow truck and notify one of the FSP CHP Officers/Supervisors immediately. In addition, the Driver must indicate in the “notes” section of the FSP Tablet (per section 4.0 “Equipment Requirements” paragraph E “Communications Equipment”) that the CONTRACTOR has switched to an FSP Certified Back-Up Tow Truck.

In addition, failure to have a FSP Certified Back-Up Tow Truck Driver available is not an allowable excuse for failing to have a FSP Certified Back-Up Tow Truck on the Beat within the 45 (forty-five) minute time period.

Please refer to Contract Exhibit “C” for further details on violations and penalties.

Please note: Existing FSP tow operator contracts with the Riverside County Transportation Commission (RCTC) or any other FSP service do not qualify as meeting the back-up tow truck requirement noted above.

D. Vehicle Identification.

It shall be the Driver's sole responsibility to place detachable FSP markings on each vehicle during the service hours and to remove or cover the FSP markings immediately upon completion of each shift. SBCTA will supply each CONTRACTOR with the appropriate number of detachable markings for each Beat(s). If a marking is lost or damaged, the CONTRACTOR shall be responsible for the cost of the replacement markings. All FSP markings shall be returned immediately at the termination of the contract. The cost of any item or equipment supplied by SBCTA, Caltrans or CHP that is not returned shall be deducted from the CONTRACTOR's final payment.

FSP markings as well as vehicle numbers shall be required on both sides of all FSP tow trucks. The detachable markings (magnetic or other forms of FSP signage) provided by SBCTA must be placed on the center of both doors (front driver and passenger doors) of the vehicle. The Driver shall be required to keep the title and logos clean, straight and in readable condition throughout the service patrol's operation. The CONTRACTOR is also required to keep all FSP-related signage completely flat, clean, out of direct sunlight and out of public view when being stored.

E. Communications Equipment.

Each FSP vehicle shall be equipped with various communication devices that will enable the Driver to communicate with the CHP Communications Center and FSP CHP Officers. All vehicles shall be equipped with an AVL system, radios, and handheld Tablet Computers for data collection. The AVL system, radio system, and handheld Tablet Computers shall be purchased, owned, supplied, and installed by SBCTA only. SBCTA shall select the equipment installation vendor.

The CONTRACTOR shall be responsible for maintaining the security of the SBCTA-owned vehicle communication equipment. The CONTRACTOR shall be liable for any damage other than normal wear and tear to the communication equipment. The CONTRACTOR shall also be liable for the full replacement value of the communication equipment installed in the trucks while in the care, custody and control of the equipment. SBCTA shall pay for repair of normal wear and tear to equipment. However, SBCTA will deduct from CONTRACTOR's monthly invoice, any repair fees and/or the full replacement cost of any SBCTA equipment damaged or altered due to CONTRACTOR's improper use or negligence. SBCTA-supplied vehicle equipment shall be returned immediately (within one to three business days – pursuant to direction by SBCTA FSP staff) upon contract termination. The cost of any equipment not returned shall be deducted from the CONTRACTOR's final payment.

Programmable scanners capable of scanning between the 39 and 48 MHz used by CHP shall be supplied by the CONTRACTOR and shall be installed and securely mounted in all FSP Certified Tow Trucks by the CONTRACTOR.

The CONTRACTOR is also required to use Push to Talk Plus for Verizon Wireless (or equivalent direct connect device that will pair with Verizon Push to Talk Plus CHP devices). ***Special Note: If you are considering purchasing something else other than a Verizon Push to Talk Plus device, please confirm with SBCTA and/or CHP as to whether or not the device will be compatible with existing CHP equipment. Equipment purchased for the FSP Program must be compatible with FSP CHP officer devices which are currently Verizon Push to Talk Plus devices*** in order to facilitate proper communication with the CHP Communications Center and FSP CHP field supervisors. Verizon phones shall be purchased, owned, maintained, and paid for by the CONTRACTOR. The CONTRACTOR will also be responsible for all operating costs of the Verizon cell phones. In addition, Drivers are not permitted to take pictures or video, or to capture any other images while performing FSP duties during FSP operational hours, or capture any FSP-related images during non-FSP service hours. These actions will not be tolerated and a Driver that is found doing this will not be permitted to work in the FSP Program. Drivers are not permitted to download or share any data or images related to the FSP Program. If any FSP-related data or images are found on any social media outlet or networks not authorized by SBCTA, the driver or drivers associated with the incident will be removed from the program.

Data input to the Tablet Computer shall not be allowed while the vehicle is being operated/driven. Use of other devices, such as cellphones, while driving/operating a vehicle is subject to California State Law.

The FSP vehicles shall be equipped with a public address system. The public address system shall have the capability to audibly transmit instructions from the cab of the FSP vehicle to the motorist of the disabled vehicle when the FSP vehicle is directly to the rear of the disabled vehicle.

The CONTRACTOR shall purchase and maintain a computer workstation (not a laptop) with high speed internet access and email to communicate with SBCTA, staff, and FSP CHP officers. Please note email is the primary means by which FSP Management (SBCTA, CHP, and Caltrans) communicate various operations messages. It is essential that a representative of the CONTRACTOR check the email daily.

It is the CONTRACTOR's responsibility to ensure that all Tablet Computers are operational at all times. The exterior protective case of the Tablet Computer shall be cleaned regularly, and the screen protector shall be inspected for functionality and serviceability. **Damaged/Worn items shall be reported to SBCTA within three (3) hours of identification of a problem.** All Tablet Computers must be kept in a secure location. Tablet Computers shall not be left in any tow or during non-FSP operational hours. During FSP operational hours, Tablet Computers must be with the Driver in their FSP Tow Truck; at all other times, Tablet Computers must be connected to a battery charger in the designated secure workstation of the CONTRACTOR'S facility. Any other location is not permitted.

CONTRACTOR shall immediately report any issues with the Tablet Computers to SBCTA or the FSP CHP Officers. CONTRACTOR is responsible for ensuring its Tablet Computers are operating at all times.

The CONTRACTOR shall provide SBCTA, FSP CHP Officers, and their designees, access to the Tablet Computers at any time during the course of the contract. If upon inspection SBCTA determines that the Tablet Computers are not being properly charged/stored, the CONTRACTOR will be subject to fines as outlined in Exhibit "C" of the Contract.

The CONTRACTOR shall provide a quarterly inspection report to SBCTA indicating the status of all equipment. SBCTA will provide the quarterly report submittal form to the CONTRACTOR. Accurate completion and timely return of this form is a contract requirement.

F. Equipment Modifications.

Modifying FSP communication/tracking equipment so that it does not function properly to SBCTA's specifications, is disconnected, or is moved (without FSP Management authorization) from its original installed location is strictly prohibited. This includes, but is not limited to: breaking evidence tape/connection sealer on equipment connections, cutting wires or cable, moving mounted equipment (speakers, microphones, antennas, etc.), rerouting any wiring, not putting radio equipment back in its original installed location, disconnecting any connectors, etc. Interfering with the operations of the equipment is strictly prohibited.

If modification and/or interference is suspected, SBCTA shall conduct an inspection of the equipment on/near the Beat area or the vehicle may be sent to a designated location determined by SBCTA. CONTRACTOR shall not access the AVL equipment in any way until SBCTA has arranged an inspection.

- 1) If any alterations are found with AVL-related equipment owned by SBCTA, the CONTRACTOR shall be fined, at a minimum, two complete FSP shifts (7 - 9 hours) at three (3) times the hourly penalty rate. The final penalty shall be determined and assessed by FSP Management.
- 2) SBCTA shall designate the AVL installer and technician that will review and repair the AVL systems.
- 3) In the event of alterations, CONTRACTOR is responsible for any expenses, including but not limited to transportation, labor, repair, and replacement, incurred to repair the AVL equipment/system for the SBCTA FSP tow operations. Costs incurred to repair and document the equipment will be deducted from payment of the CONTRACTORS monthly invoice.

Please refer to Contract Exhibit "C" for further details on violations and penalties.

5.0 Drivers.

All Drivers shall be required to have a safe driving record and valid California Class C driver's license. All Drivers shall be at least 18 years of age at the time of background check. All Drivers shall be subject to driving record and criminal background checks through the CHP.

FSP Driver Certification Requirements

The following are required to be completed before the issuing of a California Tow Truck FSP driver Certificate DL64:

1. CHP 234F Form (Tow FSP Driver/FSP Driver Information) submitted to CHP.
2. Successfully pass a driving record and criminal history check.
3. Pay all processing fees.
4. Submit to fingerprinting.
5. Successfully pass a CHP-administered Proficiency Test.
6. Complete a SHRP 2 /TIMS training course and provide a certificate of completion.
7. Attend and pass a FSP driver certification class.
8. Obtain a Medical Examiner's Certificate (MEC) MCSA-5875.
9. Issued a FSP Driver Identification Card.
10. Successfully complete ten (10) shifts of ride-a-longs with an approved FSP driver trainer.

Drivers shall be sufficiently experienced in the tasks of tow truck operations and proficient with all required FSP equipment to provide safe and proper service. Drivers from other FSP service areas will be evaluated by the CHP on a case-by-case basis. All Drivers must be capable of demonstrating their tow operating abilities prior to formal CHP training. Additionally, the Drivers will be required to exercise good, sound judgment in carrying out their duties.

The CONTRACTOR's Drivers shall be required to inform the CHP Communications Center at any time they leave the assigned Beat, whether to replenish expendable items such as gasoline or fire extinguisher, to take breaks, etc. The Driver shall be required to immediately notify the CHP Communications Center upon a tow truck breakdown.

Each Driver shall be responsible for accurately entering the following into their Tablet Computer:

- Inspection worksheet prior to the commencement of driving the tow truck. This must be completed at the tow yard, prior to leaving the yard and driving to the Beat.
- Log of mileage prior to commencement of driving the tow truck on the Beat. This must be completed in a safe location at or near the Beat location, prior to beginning the shift.

The Driver shall also be required to complete an assist record, on the Tablet Computer, for each incident.

Driver will be required to utilize a Tablet Computer to input the mileage log, inspection worksheet, and each assist, which will include location, vehicle make, model, license number,

type of assistance provided, etc. Driver will be trained to use the Tablet Computers to enter accurate data using SBCTA data collection software.

Other important forms Driver must complete and turn in when assisting motorists are the Liability Release Forms and the Damage Release Forms. It is critical these forms are completed in a clear and accurate manner and returned to SBCTA as quickly as possible and no longer than a maximum of thirty (30) business days from the date of the assist. Any CONTRACTOR who fails to complete and turn in these required forms may be subject to penalties as outlined in Exhibit "C" of the contract.

The CONTRACTOR is required to participate in the California Department of Motor Vehicles (DMV) Pull Notice Program.

If a Driver is convicted of a crime listed in California Public Resources Code Section 5164 or California Vehicle Code 13377, the CONTRACTOR may be required to remove that Driver from the FSP program. If a Driver is charged with any such crimes, the CONTRACTOR may be required to suspend that Driver from duties under this Contract pending the outcome of the criminal case. If the Driver is not convicted, or is ultimately convicted of a lesser crime not described above, CHP may direct SBCTA to have the CONTRACTOR remove that Driver from the duties under the FSP program.

Mandatory CHP refresher training classes/meetings shall be scheduled during non-FSP hours. A minimum of four (4) hours refresher training per year is required. The SBCTA FSP Program conducts a one hour refresher training class/meeting each quarter, for a total of four hours of on-going training each year. CONTRACTOR shall pay all Drivers and Back-Up Drivers for attendance at the required training.

As required by California Vehicle Code Sections 2430.5 and 2431, all applicants and owners are required to have a driver's license and criminal history check. After CHP receives and accepts a completed CHP 234F, CHP will perform a driver's license and criminal history check. CHP will perform background checks ONLY upon acceptance of a CHP 234F.

The driver's license check will consist of confirming that the applicant has a valid driver's license and the applicant's point count is within standards set forth in the SOP.

The criminal history check will consist of a livescan background check to determine whether the applicant meets the criteria for a Driver Certificate, as outlined in California Vehicle Code Section 13377 and the FSP contract. **The cost of the livescan will be at the CONTRACTOR's expense.**

If the applicant passes the preliminary check, then the applicant shall submit to fingerprinting to complete the background check at the CONTRACTOR's expense.

In addition, SBCTA and/or CHP may, in their sole discretion, require a CONTRACTOR to replace any Driver or potential Driver who is determined not to be a suitable representative of the FSP Program to the public based on the background check or any other reason.

Driver Equipment.

CONTRACTOR is responsible for providing Drivers with specified uniforms, black protective toe boots, nameplates, and other equipment. The equipment includes navy blue jump suits or shirts and pants. If coveralls are worn, they shall have a collar with a zipper. Optionally, drivers may wear a standard navy blue (long-sleeve only) uniform shirt, with a fluorescent orange (must be only 2.5" wide) trim, with a ½" silver reflective tape down the middle. This allowed reflective tape must be on both sleeves as indicated in the updated contractor exhibit. The only approved trim color is fluorescent orange with a ½" silver reflective tape in the middle. The fluorescent tape cannot be wider than the allowed 2.5" wide. All uniforms shall be clean, properly maintained, and replaced whenever excessively worn.

A detachable brass or gold nameplate shall be worn with the first initial of the first name and full last name of the Driver. Letters shall not exceed ½" tall; nameplate must be approved by an FSP CHP officer. The nameplate shall be worn above the right chest pocket on the vest.

A safety vest with reflective stripes shall be worn; SBCTA will supply vests. A small FSP logo shall be sewn/silkscreened on the front of the safety vest over the left front pocket of the uniform, and a small FSP logo shall be sewn/silkscreened on the left sleeve of the vest. A large FSP logo shall be sewn/silkscreened across the middle portion of the back of each safety vest. SBCTA will supply vests to the CONTRACTOR with the FSP logos already sewn/silkscreened on per CHP's required FSP logo placement locations. The brass or gold nameplate with the Driver's first initial of first name and full last name shall be displayed on the front of the safety vest over the right front pocket. **The CONTRACTOR is responsible for obtaining FSP CHP officer approval of the Driver nameplates, and the CONTRACTOR is responsible for the purchase and placement of the Driver nameplate.** An FSP logo is not required to be sewn/applied on the navy blue Driver uniform.

All Drivers shall wear black work boots with protective (steel or composite) toe.

During cold weather, a navy blue jacket may also be worn at the Driver's option, if it meets all the uniform specifications. The CONTRACTOR and/or the Driver may contact CHP for any uniform questions or clarifications.

Rain gear shall be waterproofed material, navy blue or yellow in color.

Hats, if worn, shall be baseball type cap, navy blue in color. An "FSP" logo may be sewn/silkscreened on the hat above the brim. No other logos/names shall be accepted. A beanie may also be worn which must be navy blue in color and worn only with a jacket or long sleeve shirt under the vest. A picture of the uniform is provided toward the end of this scope of work.

CONTRACTOR should refer to the most current SOP Manual in making sure it is following the most recent Driver equipment requirements.

6.0 Local Office.

The CONTRACTOR shall provide a local office for contract administration purposes. This office shall be staffed by either the CONTRACTOR or its representative, who is authorized to conduct business and make decisions on behalf of the CONTRACTOR. The office shall have business hours coinciding with CONTRACTOR's Beat(s) hours of operation. Through the Proposal document shown in section 7.0 of the Scope of Work, Contractor Representative Form, the CONTRACTOR shall designate representatives who will be available at the office during hours of operation to make decisions on behalf of the CONTRACTOR. The office shall be established within close proximity to the CONTRACTOR's Beat(s) and shall be located in Riverside, San Bernardino, Los Angeles or Orange counties. A FSP Certified Back-Up Tow Truck and a FSP Certified Back-Up Tow Truck Driver must be available within a 45 minute request regardless of the CONTRACTOR's office location.

The CONTRACTOR shall also provide telephone, scanner and email through which they, or a responsible representative authorized to conduct business and make decisions on behalf of the CONTRACTOR, can be reached during the non-service hours of operation for the length of the contract. During non-business hours, an answering machine, provided at the CONTRACTOR'S expense, shall be available to log calls, take complaints, etc. An email address that is monitored daily shall be provided for "noticing" purposes during operational and non-service hours. The CONTRACTOR will be responsible for having a company representative monitor and review messages/notices on a daily basis and respond in a timely manner. Please see Exhibit "C" of this contract for penalties associated with failure to respond to communications from CHP and/or SBCTA.

7.0 Beat Descriptions.

SAN BERNARDINO COUNTY FREEWAY SERVICE PATROL

BEAT DESCRIPTIONS

Beat #	Beat Description	One-Way Length in Miles	# Primary FSP Trucks in both AM and PM	# FSP certified Back-Up Tow Trucks
14	I-215 CENTER STREET FROM RIVERSIDE COUNTY LINE TO DEVORE ROAD	10.02	2	1

Beat 14 is currently scheduled to operate from **5:30 a.m. to 8:30 a.m.** and from 2:00 p.m. to 7:00 pm (Monday through Thursdays). On Fridays, the PM shift begins at 12:00 p.m. to 7:00 p.m.

Beat 14, requires two (2) Primary FSP Certified Tow Trucks and one (1) Primary FSP Certified Back up Tow Truck available during all FSP operational service hours.

Beat 14 may be asked to participate in possible SBCTA's "FSP Extra Work weekend contingency services", on an as needed basis. Possible hours of operation may include Saturdays and Sundays from 10:00 a.m. to 6:00 p.m. Extra work is not guaranteed. The actual amount of weekend hours

or number of weekend trucks are not guaranteed. Written notice from SBCTA shall be required for commencement and termination of “FSP Extra Work weekend contingency services”.

SBCTA reserves the right to change Beat operating times and operational requirements (i.e., length of Beat and hours of operation) during the course of the Contract.

Please refer to Attached Map of Beat areas

“Extra Work” for emergency coverage may be assigned for any of the nine (9) SBCTA FSP service areas:

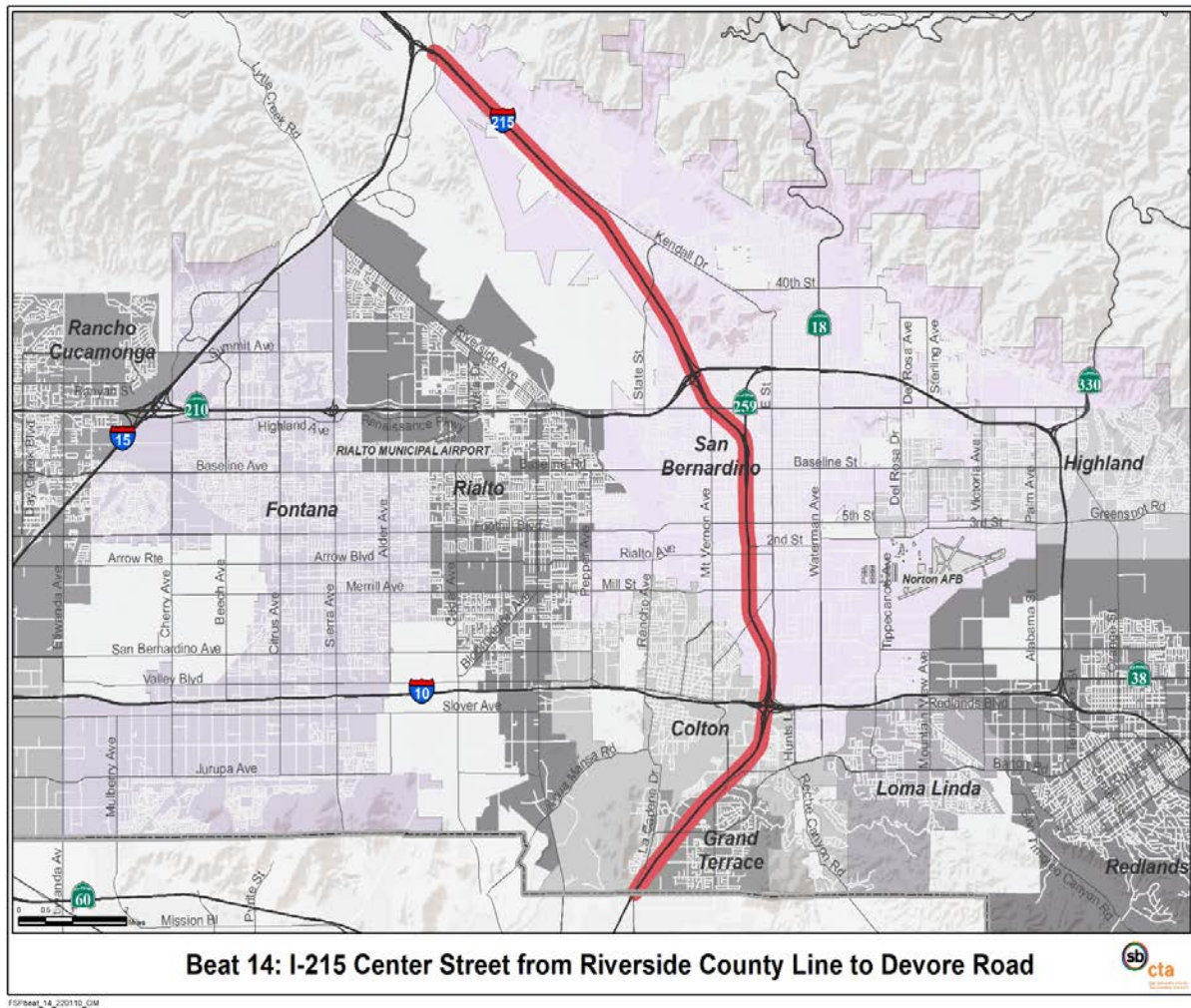
1. Beat 5: State Route 60 (SR-60) Reservoir Street (Los Angeles County line) to Milliken Avenue
2. Beat 9: Interstate 10 (I-10) Indian Hill (Los Angeles County line) to Haven Avenue
3. Beat 10: Interstate 10 (I-10) Haven Avenue to Sierra Avenue
4. Beat 11: Interstate 10 (I-10) Sierra Avenue to Waterman Avenue
5. Beat 14: Interstate 215 (I-215) Center Street (Riverside County line) to Devore Road
6. Beat 23: Interstate 15 (I-15) Jurupa Street (Riverside County line) to Sierra Avenue
7. Beat 27: Interstate 15 (I-15) Sierra Avenue to Oak Hill Road
8. Beat 29: Interstate 10 (I-10) Waterman Avenue to Yucaipa Boulevard
9. Beat 31: State Route 210 (SR-210) Los Angeles County line to Citrus Avenue

Beat 14 is the priority Beat for this CONTRACT, which means that should a primary truck go down; the “Extra Work” Beat truck shall be deployed back to the primary Beat. SBCTA shall evaluate all travel times made from the “Extra Work” Beat to the primary Beat in a penalty time situation on a monthly basis. Final penalty determination shall be made by CHP and SBCTA.

The contractor shall hold to all required standards addressing truck image and maintenance for the FSP Certified Back-Up Tow Truck being used during “Extra Work”, as CHP shall retain all rights to inspect and put the trucks out of service for non-compliance. Penalties shall still apply. In the event that the “Extra Work” Beat truck must be sent to cover the primary Beat, no penalty time shall be assessed for not having that back-up truck on the “Extra Work” Beat.

SBCTA reserves the right to change Beat hours and operational requirements during the course of the Contract. Written notice from SBCTA shall be required for commencement and termination of “Extra Work”.

Map of Beat Area



8.0 FSP Holidays.

PRELIMINARY LIST OF FREEWAY SERVICE PATROL HOLIDAYS

Services are to be provided Monday through Friday at the hours designated in the Contract with the exception of the following holidays:

1. Martin Luther King, Jr. Day (Monday)
2. Presidents' Day (Monday)
3. Memorial Day (Monday)
4. Independence Day (July 4 - varies)
5. Labor Day (Monday)
6. Veterans Day (varies)
7. Thanksgiving Day (Thursday)
8. Day after Thanksgiving (Friday)
9. Christmas Day (December 25 - varies)
10. New Year's Day (January 1 – varies)

Approximate total service hours per primary vehicle per year is estimated to be 2,030 hours, for years one (1) through three (3) of the CONTRACT, and estimated to be 1,910 hours for years four (4) through five (5) of the CONTRACT Monday through Friday for Beat: 14.

An estimated possible 750 “**Extra Work**” contingency hours may be needed for FSP weekend service Saturday through Sunday for Beat 14.

Please note “Extra Work” contingency hours are not guaranteed.

All Beats may be asked to participate in possible SBCTA’s “FSP Extra Work weekend contingency services”, on an as needed basis. Possible hours of operation may include Saturdays and Sundays from 10:00 a.m. to 6:00 p.m. Extra work is not guaranteed. The actual amount of weekend hours or number of weekend trucks are not guaranteed. Written notice from SBCTA shall be required for commencement and termination of “FSP Extra Work weekend contingency services”.

Each SBCTA tow operator agreement contains a clause regarding the Construction Freeway Service Patrol (CFSP). The goal of CFSP is to assist in construction zones outside of regular FSP hours or locations. The work is provided as “Extra Work” due to the uncertainty of the hours or changes in construction.

In addition to the above service hours, at the discretion of SBCTA and the CHP, additional service may be requested on certain “high traffic days” prior to or following certain holidays (e.g., July 4th, Labor Day, Sunday following Thanksgiving Day, Memorial Day). CONTRACTORS will be notified at least one week prior when FSP service hours are altered due to when certain holidays fall on the calendar. Each year could be different. Please note that FSP service hours can be altered for other unforeseen purposes as well.

9.0 FSP UNIFORM REQUIREMENTS



STRIPE EXAMPLES:



EXHIBIT B - "PRICE FORM"

Exhibit B

Contract: 22-1002738

Compensation and Payment

Overview Contract No. 22-1002738 with Royal Coaches Auto Body & Towing for Beat 14

Beat 14 Term

NTP I: July 6, 2022-December 31, 2022**NTP II:** January 1, 2023-December 31, 2027

Two Primary FSP Tow Trucks plus one certified FSP Back Up Tow Truck is required

NTP I JULY 6, 2022- DECEMBER 31, 2022						
PERIOD OF PERFORMANCE/ NTP I DELIVERABLES FSP Tow Truck Purchase, Mobilization, AVL and Radio installation, FSP Driver Training, Project ramp-up, and Tow Vehicle inspections	ESTIMATED BASELINE HOURS	ESTIMATED WEEKEND HOURS SUBJECT TO SBTA APPROVAL	7% MORE HOURS	ESTIMATED TOTAL HOURS	HOURLY RATE	NOT-TO EXCEED AMOUNT
JULY 6, 2022- DECEMBER 31, 2022	N/A	N/A	N/A	N/A	\$0.00	\$0

BEAT 14- FSP SUPPORT NTP II JANUARY 1, 2023- DECEMBER 31, 2027 Two Primary FSP Tow Trucks plus one certified FSP Back Up Tow Truck is required						
PERIOD OF PERFORMANCE/ NTP II DELIVERABLES FSP SUPPORT SERVICES	ESTIMATED BASELINE HOURS	ESTIMATED WEEKEND HOURS *Subject to SBCTA Approval*	7% MORE HOURS	ESTIMATED TOTAL HOURS	HOURLY RATE	NOT-TO-EXCEED AMOUNT (TOTAL HOURS X HOURLY RATE) X 2 TRUCKS
YEAR 1: FY 22/23-FY 23/24 (1/1/23-12/31/23)	2,030	750	195	2,975	\$91.11	\$542,105
YEAR 2: FY 23/24-FY 24/25 (1/1/24-12/31/24)	2,030	750	195	2,975	\$91.11	\$542,105
YEAR 3: FY 24/25-FY 25/26 (1/1/25-12/31/25)	2,030	750	195	2,975	\$91.11	\$542,105
YEAR 4: FY 25/26-FY 26/27 (1/1/26-12/31/26)	1,910	750	186	2,846	\$97.98	\$557,702
YEAR 5: FY 26/27-FY 27/28 (1/1/27-12/31/27)	1,910	750	186	2,846	\$97.98	\$557,702
CONTRACT TOTAL	9,910	3,750	956	14,616		\$2,741,718

NTP II YEAR 1-3**EXTRA TIME, NON PENALIZED DOWN TIME AND****PENALIZED DOWN TIME PER MINUTE RATES**

Extra Time: \$1.52 per minute

Non-Penalized Down Time: \$1.52 per minute

Penalized Down Time: \$4.56 Per Minute

NTP II YEAR 4-5**EXTRA TIME, NON PENALIZED DOWN TIME AND****PENALIZED DOWN TIME PER MINUTE RATES**

Extra Time: \$1.63 per minute

Non-Penalized Down Time: \$1.63 per minute

Penalized Down Time: \$4.90 Per Minute

**WEEKEND HOURS, EXTRA WORK HOURS, CFSP
CALTRANS LED, AND SBCTA LED SUPPORT
PROJECTS
ARE NOT GUARANTEED AND SUBJECT TO SBCTA
APPROVAL**

Attachment: 22-1002738- Exhibit B (8730 : Award Freeway Service Patrol Contracts - RFP No. 22-1002736 for Beats 9, 14, and 31)

EXHIBIT C – “PENALTIES”

EXHIBIT C

SUMMARY OF FSP VIOLATIONS AND PENALTIES

Below is a list of penalties that can be assessed to a Contractor if not in compliance with the policies and procedures of the Freeway Service Patrol Program. All final penalties shall be assessed by the determination of SBCTA.

Relevant section	Description of violation	Penalty
12.0	Contractor does not have two (2) primary and one (1) back-up (wheel lift) tow trucks "FSP" ready for SBCTA to install equipment and for CHP to inspect seven (7) business days prior to the start of a Beat.	Flat \$1,000 fine. In addition, should the trucks not be ready by the start of shift, the Contractor shall be fined three times the hourly rate in one minute increments for every minute compliance is not met.
5.0	Not meeting tow truck requirements outlined in the contract.	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
5.0 B	Not having a certified FSP "back-up" tow truck and/or Driver	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
5.0 C	Wheel lift Tow truck not made available <u>within 45 minutes</u> due to equipment/truck breakdown.	The CONTRACTOR has 45 minutes to correct the problem if the breakdown occurs during the shift, the penalty for the forty five (45) minute period will be calculated in one (1) minute increments on a straight hourly rate. Time beyond 45 minutes will be calculated as penalized time (Three (3) times the hourly contract rate in one (1) minute increments). Exact penalized down time rate is detailed in the Contract. If a truck is not ready due to a breakdown at the beginning of a shift, penalty will begin at the beginning of the shift at the penalized rate. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate
12.0	Contractor fines 9.B.4 Contractor fines are assessed for violations of the FSP contract or the SOP that are not directly related to FSP truck operations. This includes but not limited to: Failing to turn required paperwork in on time (Surveys, inspection sheets, etc.), damage to FSP Program equipment, or not supplying Driver the proper equipment as required in the FSP Contract.	The fine amount shall not exceed \$50.00 for each individual occurrence or violation, with the exception of replacement costs.
5.0 E	Tablet Computers not being charged in designated location during non-FSP operational hours.	\$50.00 per tablet
5.0 E	Email correspondence from CHP/SBCTA not being acknowledged. It is critical that the email address that the CONTRACTOR provides is working at all times. CONTRACTOR is required to report problems with email system immediately to SBCTA.	\$100.00 per day of no response
5.0 E	Lost/damaged equipment	Full cost if lost or damaged beyond normal wear and tear. If equipment is repairable, the cost of the repair shall be deducted from contractors invoice.

SOP	Contractor did not follow proper tip procedure per the SOP on Page 40, Section 6.B.	\$50.00 per occurrence
5.0 F	Tampering with FSP AVL equipment	2 FSP shifts (7 hours) at the CONTRACTOR'S penalty rate (3 times the normal hourly rate) plus AVL Technician's transportation, labor, repair and/or replacement costs.
5.0 G	Damage Release/Release of liability forms not completed, not filled out properly, or not submitted within thirty (30) calendar days from the date on the form.	\$5.00-50.00 per incident at the discretion of Commission.
5.0 G	Duplicate customer six digit survey number >10%	\$50 and up. Case by case basis as determined by FSP Management.

Contract Summary Sheet

7.m

General Contract Information

Contract No: 22-1002737 Amendment No.: _____

Contract Class: Payable Department: Air Quality and Mobility

Vendor No.: 03251 Vendor Name: Royal Coaches Auto Body & Towing

Description: FREEWAY SERVICE PATROL BEAT 31

List Any Related Contract Nos.: _____

Dollar Amount

Original Contract	\$	2,741,718.00	Original Contingency	\$	685,430.0
Prior Amendments	\$	-	Prior Amendments	\$	-
Current Amendment			Current Amendment	\$	-
Total/Revised Contract Value	\$	2,741,718.00	Total Contingency Value	\$	685,430.0
Total Dollar Authority (Contract Value and Contingency)				\$	3,427,148.0

Contract Authorization

Board of Directors Date: 07/06/2022 Board Item # 8730

Contract Management (Internal Purposes Only)

Other Contracts _____ Sole Source? No No Budget Adjustment _____

State/Local _____ Professional Services (Non-A&E) _____

Accounts Payable

Estimated Start Date: 07/06/2022 Expiration Date: 12/31/2027 Revised Expiration Date: _____

NHS: N/A QMP/QAP: N/A Prevailing Wage: No

Total Contract Funding: Total Contingency:

Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	2,741,718.00	\$	685,430.00
GL	2810	15	0704	0000	52001	42212001	SAFE		548,315.60		-
GL	2820	15	0704	0000	52001	42213016	FSP		274,297.80		-
GL	2820	15	0704	0000	52001	42213017	FSP		274,157.80		-
GL	2702	15	0704	0170	52001	42217712	FSP SB1		274,157.80		-
GL	2702	15	0704	0171	52001	42217712	FSP SB1		274,157.80		-
GL	2702	15	0704	0170	52001	42217714	FSP SB1		274,157.80		-
GL	2702	15	0704	0171	52001	42217714	FSP SB1		274,157.80		-
GL	2702	15	0704	0170	52001	42217716	FSP SB1		274,157.80		-
GL	2702	15	0704	0171	52001	42217716	FSP SB1		274,157.80		-
GL	2625	15	0704	0172	52001	42211503	Caltrans Reimb		-		685,430.00

CHERYL WILSON

Steve Smith

Project Manager (Print Name)

Task Manager (Print Name)

No match requirement for revenue 42211503 (and future Caltrans CFSP MOUs), this revenue source is 100% reimbursable by Caltrans for Construction Freeway Service Patrol (CFSP) extra work support.

Attachment: 22-1002737 CSS (8730 : Award Freeway Service Patrol Contracts - RFP No. 22-1002736 for Beats 9, 14, and 31)

CONTRACT NO. 22-1002737**BY AND BETWEEN****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND****ROYAL COACHES AUTO BODY & TOWING****FOR****FREEWAY SERVICE PATROL BEAT 31**

This contract (referred to as "Contract"), is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA"), whose address is: 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and Royal Coaches Auto Body & Towing ("CONTRACTOR"), whose address is: 1487 Ramona Blvd. Baldwin Park, CA 91706. SBCTA and CONTRACTOR are each a "Party" and collectively the "Parties".

RECITALS:

WHEREAS, SBCTA requires certain work services as described in Exhibit "A" of this Contract and;

WHEREAS, CONTRACTOR has confirmed that CONTRACTOR has the requisite professional qualifications, personnel and experience and is fully capable and qualified to perform the services identified herein; and

WHEREAS, CONTRACTOR desires to perform all Work identified herein and to do so for the compensation and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK

- 1.1 CONTRACTOR agrees to perform the work and services set forth in Exhibit A "Scope of Work" ("Work"), in accordance with all applicable professional standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined herein. The word "Work" includes without limitation, the performance, fulfillment and discharge by CONTRACTOR of all obligations, duties, tasks, and services imposed upon or assumed by CONTRACTOR hereunder; and the Work performed hereunder shall be completed to the satisfaction of SBCTA, with SBCTA's satisfaction being based on prevailing applicable professional standards.
- 1.2 CONTRACTOR warrants that all employees and sub-contractors shall have sufficient skill and experience to perform the Work assigned to them. CONTRACTOR further represents and warrants to SBCTA that its employees and sub-contractors have all licenses, permits,

qualifications (including medical certification) and approvals of whatever nature that are required to perform the Work, and that such licenses and approvals shall be maintained throughout the term of this Contract. CONTRACTOR shall perform, at its own cost and expense and without compensation from SBCTA, any Work necessary to correct errors or omissions which are caused by the CONTRACTOR's failure to comply with the standard of care provided for herein, and shall be fully responsible to SBCTA for all damages and other liabilities provided for in the indemnification provisions of this Contract arising from the CONTRACTOR's errors and omissions. Any employee of CONTRACTOR or its sub-contractors who is determined by SBCTA to be a threat to the safety of persons or property shall be promptly removed by the CONTRACTOR from the duties under the Freeway Services Patrol ("FSP") Program as defined in Exhibit "A" and shall not be re-employed to perform any of the Work on the FSP Program.

- 1.3 The Project Manager for this Contract is Cheryl Wilson or such other designee as shall be designated in written notice to CONTRACTOR from time to time by the Executive Director of SBCTA or his or her designee. The Project Manager shall have authority to act on behalf of SBCTA in administering this Contract, including giving notices (including without limitation, notices of default and/or termination), technical directions and approvals; demanding performance and accepting work performed, but is not authorized to receive or issue payments or execute amendments to the Contract itself.

ARTICLE 2. CONTRACT TERM

The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA's Procurement Analyst, and shall continue in full force and effect through December 31, 2027 or until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONTRACTOR shall not be compensated for any Work performed or costs incurred prior to issuance of the NTP.

ARTICLE 3. COMPENSATION

- 3.1 Total compensation to CONTRACTOR for full and complete performance of the Scope of Work, identified herein and, in compliance with all the terms and conditions of this Contract, shall be on a FSP Time & Materials basis for all obligations incurred in, or application to, CONTRACTOR's performance of Work, and for which CONTRACTOR shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by SBCTA) shall not exceed the amount set forth in section 3.2 below.
- 3.2 The total Contract Not-To-Exceed Amount is Two Million, Seven Hundred Forty One Thousand, Seven Hundred Eighteen Dollars (\$2,741,718). All Work provided under this Contract is to be performed as set forth in Exhibit A "Scope of Work". The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and include CONTRACTOR's direct labor costs, indirect costs, and profit. SBCTA will not compensate CONTRACTOR for any expenses not shown in Exhibit B or agreed to and approved by SBCTA as required under this Contract.

- 3.3 The hourly rates under this contract are identified in Exhibit “B”. Identified below are the amounts authorized to be compensated for the following:
- 3.3.1 Extra Time: Will be compensated in one-minute increments when a truck goes beyond the end of its normal shift
 - 3.3.2 Non-Penalized Down Time: Assessed in one-minute increments when a truck is “out of service” without violation, as set forth in Exhibit “C”.
 - 3.3.3 Penalized Down Time: Assessed at three (3) times the hourly rate, broken down into one minute increments, when a truck is “out of service” in violation of the Contract, as set forth in Exhibit “C”.
 - 3.3.4 Final extra time and penalty times shall be assessed at the sole discretion of SBCTA.
- 3.4 Intentionally Omitted
- 3.5 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Contract, shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.
- 3.5.1 CONTRACTOR agrees to comply with Federal requirements in accordance with 2 CFR, Parts 200 and 1201, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
 - 3.5.2 Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31, or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be repaid by CONTRACTOR to SBCTA.
- 3.6 Any Work provided by CONTRACTOR not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be CONTRACTOR’s responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the “CHANGES” Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.
- 3.7 All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE 4. INVOICING

- 4.1 Payment to CONTRACTOR as provided herein shall be payable in monthly billing period payments, forty-five (45) calendar days after receipt of an acceptable invoice by SBCTA of an invoice prepared in accordance with instructions below. Payment shall not be construed to be an acceptance of Work.
- 4.2 CONTRACTOR shall prepare invoices in a form satisfactory to and approved by SBCTA, and it shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a monthly billing period and will be marked with SBCTA'S contract number, description and task order number, if applicable. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice, except for the month of June, for which the invoice must be submitted by July 10th. Invoices shall include request for payment for Work (including additional services authorized by SBCTA) completed by CONTRACTOR during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONTRACTOR. Any costs incurred by CONTRACTOR in connection with the resubmission of a proper invoice shall be at CONTRACTOR'S sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCTA has received and approved all Work and deliverables. Invoices should be e-mailed to SBCTA at the following address:
ap@gosbcta.com
- 4.3 CONTRACTOR shall include a statement and release with each invoice, satisfactory to SBCTA, that CONTRACTOR has fully performed the Work invoiced pursuant to the Contract for the period covered, that all information included with the invoice is true and correct, and that all payments to and claims of CONTRACTOR for its Work during the period will be satisfied upon making of such payment. SBCTA shall not be obligated to make payments to CONTRACTOR until CONTRACTOR furnishes such statement and release.
- 4.4 INTENTIONALLY OMITTED
- 4.5 No payment will be made prior to approval of any Work, nor for any Work performed prior to the NTP or the issuance of an applicable CTO, nor for any Work under any amendment to the Contract until SBCTA'S Awarding Authority takes action.
- 4.6 INTENTIONALLY OMITTED
- 4.7 INTENTIONALLY OMITTED
- 4.8 CONTRACTOR agrees that throughout the term of this Contract, it shall not enter into any other FSP service contracts with any other public entities within the Southern California region, pursuant to which CONTRACTOR agrees to charge "FSP" service fees less than those charged under this Contract for substantially the same level of "FSP" services contemplated by this Contract. Should SBCTA establish that CONTRACTOR has agreed to charge such lower fees to another government agency, CONTRACTOR agrees to reduce its fees under the Contract to the lower fees charged to the other governmental agency and

to refund SBCTA an amount equal to the difference between the fees provided in this Contract and the lower fees charged to the other government agency.

4.9 **EXTRA WORK:**

At any time during the term of this Contract, SBCTA may request CONTRACTOR to perform Extra Work. "Extra Work" shall mean any work which is determined by SBCTA to be necessary for proper completion of the Work, but which the parties did not reasonably anticipate would be necessary at the time of the execution of this Contract. Such work includes Construction FSP services, Weekend FSP services, and coverage of other Beats for which Contractors are selected in SBCTA's sole determination based on their Beat proximity and performance. "Extra Work" shall be compensated at the hourly rate as identified in Exhibit "B". CONTRACTOR shall not perform, nor be compensated for, Extra Work except as specifically authorized by SBCTA in writing prior to performance. Authorization for Extra Work up to \$25,000.00 will be subject to prior verification of then-existing contract authority and must be pursuant to SBCTA program manager's prior written approval, which may be provided via email. Authorization for "Extra Work" above \$25,000.00 must be issued by a written contingency amendment or contract amendment as applicable. All terms and conditions of this Contract shall apply to any "Extra Work" performed.

4.10 **COVERAGE OF OTHER BEATS**

At times, other FSP Contractors will not be able to cover their shifts or complete their contractual obligations. A CONTRACTOR assigned to provide coverage on another contract/Beat is considered Extra Work and required to follow all FSP operational rules, policies and procedures for that Beat. CONTRACTOR's hourly rate for coverage shall be contracted FSP service hourly rate in this agreement.

In order for a CONTRACTOR to be considered for coverage of other Beats, the following criteria must be followed:

- CONTRACTOR is willing to provide coverage;
- CONTRACTOR is in good standing with CHP and SBCTA;
- There are funds available to cover the cost of the providing the coverage;
- CONTRACTORS should consider distance to the location of additional coverage and Log Book requirements before accepting service under this section;

4.11 **CONSTRUCTION FSP:** Construction FSP (CFSP) services are FSP services that are provided along a segment of highway that falls within a construction zone. This work is paid for with funds from specific projects and not the FSP State Highway Account/FSP SB1 funds. This is considered to be Extra Work as described in Section 4.9, and will all require the authorization of SBCTA's Program Manager in writing as well as a written contingency amendment or contract amendment as appropriate. There are three types of CFSP services that can occur:

1. Caltrans requested CFSP: Caltrans led projects that are part of the Caltrans/SBCTA CFSP Cooperative agreement No. 20-1002437. These projects will also require the issuance of a Caltrans Task Order (CTO).
2. SBCTA requested CFSP: SBCTA led projects that will be funded by SBCTA.
3. City requested CFSP: City led projects that will be funded by the City.

Construction FSP services will typically be performed during non-regular SBCTA FSP hours. Should there be any cancellation of work, the following schedule will be followed for compensation of cancelled work :

- If the CONTRACTOR is scheduled to patrol the construction site, and is notified of a cancellation with less than a 24-hour notice, the CONTRACTOR will be compensated for three (3) hours of the agreed upon hourly truck rate.
- If the CONTRACTOR is notified during a CFSP beat that CFSP has been cancelled, the FSP operator will be paid for the entire shift period up to a maximum of eight (8) hours.

For purposes of CFSP, a shift period is defined as: the actual time of the CFSP shift assigned or a maximum of eight (8) contract truck hours, whichever is less.

The supervising FSP CHP Officer for the CFSP beat will make the final determination as to whether the CONTRACTOR will continue the CFSP beat or will return to its office.

ARTICLE 5. MOBILIZATION COSTS PAYMENT

The mobilization costs payment was made to CONTRACTOR to help offset pre-start date costs. CONTRACTOR shall pay back the Zero Dollar (\$0) payment made at the time that the limited Notice to Proceed was provided. CONTRACTOR shall pay back this payment in twelve (12) equal monthly installments to be deducted from their monthly invoice by the Project Manager.

Failure to pay back the entirety of the Mobilization costs will result in withholding remaining balance from the final payment in the event of early termination.

ARTICLE 6. TAXES, DUTIES AND FEES

Except to the extent expressly provided elsewhere in this Contract, CONTRACTOR shall pay when due, and the compensation set forth herein, shall be inclusive of all: a) local, municipal, State, and federal sales and use taxes; b) excise taxes; c) taxes on personal property owned by CONTRACTOR; and d) other governmental fees and taxes or charges of whatever nature applicable to CONTRACTOR to enable it to conduct business.

ARTICLE 7. AVAILABILITY OF FUNDS

The award and performance of this Contract is contingent on the availability of funds. If funds are not appropriated and/or allocated and available to SBCTA for the continuance of Work performed by CONTRACTOR, Work directly or indirectly involved may be suspended or terminated by SBCTA at the end of the period for which funds are available. When SBCTA becomes aware that any portion of Work will or may be affected by a shortage of funds, it will promptly notify CONTRACTOR. Nothing herein shall relieve SBCTA from its obligation to compensate

CONTRACTOR for work already performed pursuant to this Contract. No penalty shall accrue to SBCTA in the event this provision is exercised.

ARTICLE 8. PERMITS AND LICENSES

CONTRACTOR shall, without additional compensation, keep current all governmental permits, certificates and licenses (including professional licenses) and required registrations necessary for CONTRACTOR to perform Work identified herein.

ARTICLE 9. DOCUMENTATION AND RIGHT TO AUDIT

- 9.1 CONTRACTOR shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer. CONTRACTOR shall provide SBCTA, the California State Auditor, or other authorized representatives of SBCTA, access to CONTRACTOR's records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONTRACTOR further agrees to maintain separate records for costs of Work performed by amendment. CONTRACTOR shall allow SBCTA, its representatives and agents to reproduce any materials as reasonably necessary.
- 9.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA and/or any state or federal agency funding this Project at any time. After CONTRACTOR receives any audit recommendations, the cost or price proposal shall be adjusted by CONTRACTOR and approved by SBCTA's Project Manager to conform to the audit recommendations. CONTRACTOR agrees that individual items of cost identified in the audit report may be incorporated into the Contract at SBCTA's sole discretion. Refusal by CONTRACTOR to incorporate the audit or post award recommendations will be considered a breach of the Contract and cause for termination of the Contract. Any dispute concerning the audit findings of this Contract shall be reviewed by SBCTA's Chief Financial Officer. CONTRACTOR may request a review by submitting the request in writing to SBCTA within thirty (30) calendar days after issuance of the audit report

ARTICLE 10. RESPONSIBILITY OF CONTRACTOR

- 10.1 CONTRACTOR shall be responsible for the professional quality, technical accuracy, and assurance of compliance with all applicable federal, State and local laws and regulations and other Work furnished by CONTRACTOR under the Contract. The Contract includes reference to the appropriate standards for Work performance stipulated in the Contract.
- 10.2 Damage Complaints – CONTRACTOR shall notify CHP of a damage complaint from a motorist assisted by CONTRACTOR within 8 hours of CONTRACTOR's receipt of the complaint. CONTRACTOR's notice to CHP shall include the nature of the damage alleged. CONTRACTOR shall call the complainant within 24 hours of receipt of the complaint. If necessary, within 48 hours of receipt of the complaint, CONTRACTOR shall send an authorized representative and/or a representative of CONTRACTOR's insurer to inspect the vehicle and complete an incident report. If the investigation shows that CONTRACTOR caused the damage to the vehicle, CONTRACTOR shall negotiate in a

good faith effort to resolve the claim, and shall report to the CHP the result of the negotiations. All complaints shall be resolved within a reasonable period of time after original notice.

- 10.3 Damage Complaint Review Committee –The committee is comprised of CHP and SBCTA representatives. The committee will investigate damage complaints if necessary and make recommendations to the CONTRACTOR.
- 10.4 In addition to any other requirements of this Contract or duties and obligations imposed on CONTRACTOR by law, CONTRACTOR shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the Project and the Work performed by CONTRACTOR within the areas of CONTRACTOR's expertise. At any time during performance of the Scope of Work, should CONTRACTOR observe, encounter, or identify any unusual circumstances or uncertainties which could pose potential risk to SBCTA or the Project, CONTRACTOR shall immediately document such matters and notify SBCTA in writing. CONTRACTOR shall also similarly notify SBCTA in regard to the possibility of any natural catastrophe, or potential failure, or any situation that exceeds assumptions and could precipitate a failure of any part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

ARTICLE 11. REPORTING

All reports shall be submitted in accordance with Exhibit A "Scope of Work". At a minimum, CONTRACTOR shall submit quarterly asset inventory reports. The report shall be sufficiently detailed for SBCTA to sufficiently address any difficulties or problems encountered with SBCTA owned property, so remedies can be developed.

ARTICLE 12. TECHNICAL DIRECTION

- 12.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager who is identified in Section 1.2, above. The term "Technical Direction" is defined to include, without limitation:
- 12.1.1 Directions to CONTRACTOR, which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the Scope of Work.
 - 12.1.2 Provision of written information to CONTRACTOR, which assists in the interpretation of reports, or technical portions of the Scope of Work described herein.
 - 12.1.3 Review and, where required by the Contract, approval of technical reports, and technical information to be delivered by CONTRACTOR to SBCTA under the Contract.
 - 12.1.4 SBCTA's Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications

are limited to: substitutions of personnel identified in the Contract, including Key Personnel; modifications to classifications, hourly rates and names of personnel; and modifications of the address of the CONTRACTOR. All such modifications will be documented in writing between the Parties.

- 12.2 Technical Direction must be within the Scope of Work under this Contract. Except as provided with regard to Extra Work in Section 4.9, SBCTA's Project Manager does not have the authority to, and may not, issue any Technical Direction which:

12.2.1 Increases or decreases the Scope of Work;

12.2.2 Directs CONTRACTOR to perform Work outside the original intent of the Scope of Work;

12.2.3 Constitutes a change as defined in the "CHANGES" Article of the Contract;

12.2.4 In any manner causes an increase or decrease in the Contract price as identified in the "COMPENSATION" Article or the time required for Contract performance;

12.2.5 Changes any of the expressed terms, conditions or specifications of the Contract; unless identified herein;

12.2.6 Interferes with CONTRACTOR's right to perform the terms and conditions of the Contract unless identified herein; or

12.2.7 Approves any demand or claims for additional payment.

- 12.3 Failure of CONTRACTOR and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the provisions of "DISPUTES" Article herein.

- 12.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.

- 12.5 CONTRACTOR shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONTRACTOR, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in sections 11.2.1 through 11.2.7 above, CONTRACTOR shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from CONTRACTOR, SBCTA shall:

12.5.1 Advise CONTRACTOR in writing within thirty (30) calendar days after receipt of CONTRACTOR's letter that the Technical Direction is or is not within the scope of this Contract.

12.5.2. Advise CONTRACTOR within a reasonable time whether SBCTA will or will not issue a written amendment.

ARTICLE 13. CHANGES

- 13.1 The Work shall be subject to changes by additions, deletions, or revisions made by SBCTA. CONTRACTOR will be advised of any such changes by written notification from SBCTA describing the change. Except as provided in Section 4.9, this notification will not be binding on SBCTA until SBCTA's Awarding Authority has approved an amendment to this Contract.
- 13.2 Promptly after such written notification of change is given to CONTRACTOR by SBCTA, the Parties will attempt to negotiate a mutually agreeable adjustment to compensation or time of performance, and amend the Contract accordingly, except as provided in Section 4.9.

ARTICLE 14. EQUAL EMPLOYMENT OPPORTUNITY

- 14.1 During the term of this Contract, CONTRACTOR shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military and veteran status. CONTRACTOR agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
- 14.2 The CONTRACTOR and all subconsultants shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, CONTRACTOR and all subconsultants will ensure their services are consistent with and comply with obligations and procedures outlined in SBCTA's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.

ARTICLE 15. CONFLICT OF INTEREST

CONTRACTOR agrees that it presently has no interest, financial or otherwise, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Work required under this Contract or be contrary to the interests of SBCTA. CONTRACTOR further agrees that no person having any such interest shall be employed in the performance of this Contract. CONTRACTOR is obligated to fully disclose to SBCTA, in writing, any conflict of interest issues as soon as they are known to CONTRACTOR. .

ARTICLE 16. KEY PERSONNEL

The personnel specified below are considered to be essential to the Work being performed under this Contract. Prior to diverting any of the specified individuals to other projects, or reallocation of any tasks or hours of Work that are the responsibility of key personnel to other personnel, CONTRACTOR shall notify SBCTA in writing in advance and shall submit justifications

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

Name	Job Classification/Function
William Salazar	President & CEO
Johnny Perez	FSP Program Manager
David Acevedo	Assistant Program Manager FSP Quality Assurance
German Fajardo	Assistant Program Manager Certificates and License Compliance
Miguel Coronado	Assistant Program Manager CFSP

ARTICLE 17. REPRESENTATIONS

All Work supplied by CONTRACTOR under this Contract shall be supplied by personnel who are qualified, careful, skilled, experienced and competent in their respective trades or professions. CONTRACTOR agrees that they are supplying professional services in the performance of this Contract and agrees with SBCTA that the same shall conform to professional standards that are generally accepted in the profession in the State of California.

ARTICLE 18. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 18.1 If, as a part of this Contract, CONTRACTOR is required to produce materials, documents data, or information ("Products"), then CONTRACTOR, if requested by SBCTA, shall deliver to SBCTA the original of all such Products which shall become the sole property of SBCTA.
- 18.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONTRACTOR in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONTRACTOR without the express written consent of SBCTA.
- 18.3 Except as reasonably necessary for the performance of the Work, CONTRACTOR agrees that it, its employees and agents s will hold in confidence and not divulge to third parties without prior written consent of SBCTA, any information obtained by CONTRACTOR from or through SBCTA unless (a) the information was known to CONTRACTOR prior to obtaining same from SBCTA pursuant to a prior contract; or (b) the information was at the time of disclosure to CONTRACTOR, or thereafter becomes, part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONTRACTOR or its employees and agents, or (c) the information was obtained by CONTRACTOR from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONTRACTOR 's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article, which are produced by CONTRACTOR, until

released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act, or other law, or otherwise become public information through no fault of CONTRACTOR, or its employees or agents.

- 18.4 CONTRACTOR shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 18.5 All press releases, or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by both Parties.

ARTICLE 19. TERMINATION

- 19.1 Termination for Convenience - SBCTA shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONTRACTOR specifying the date of termination. On the date of such termination stated in said notice, CONTRACTOR shall promptly discontinue performance of Work.
 - 19.1.1 If CONTRACTOR has fully and completely performed all obligations under this Contract up to the date of termination, CONTRACTOR shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
 - 19.1.2 CONTRACTOR shall be entitled to receive the actual costs incurred by CONTRACTOR to return CONTRACTOR's tools and equipment, if any, to it or its suppliers' premises in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.
- 19.2 Termination for Cause - In the event CONTRACTOR shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONTRACTOR or a receiver shall be appointed on account of its insolvency, or if CONTRACTOR shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to CONTRACTOR; (b) stop any Work of CONTRACTOR related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONTRACTOR specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of SBCTA owned tools and equipment by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONTRACTOR shall not be considered to be a waiver of any subsequent default of

CONTRACTOR, of the same or any other provision, nor be deemed to waive, amend, or modify any term of this Contract.

19.2.1 CONTRACTOR shall deliver to SBCTA all SBCTA owned tools and equipment under this Contract prepared by CONTRACTOR or furnished to CONTRACTOR by SBCTA within ten (10) working days of said notice.

19.3 All claims for compensation of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONTRACTOR be entitled to any payment for prospective profits or any damages because of such termination.

ARTICLE 20. STOP WORK ORDER

Upon failure of CONTRACTOR to comply with any of the requirements of this Contract, SBCTA shall have the right to stop any or all Work affected by such failure until such failure is remedied or to terminate this Contract in accordance with section "Termination For Cause" above.

ARTICLE 21. CLAIMS

SBCTA shall not be bound to any adjustments in the Contract amount or schedule unless expressly agreed to by SBCTA in writing. SBCTA shall not be liable to CONTRACTOR for any claim asserted by CONTRACTOR after final payment has been made under this Contract.

ARTICLE 22. INSURANCE

22.1 Prior to commencing the Work, at all times during the performance of the Work and for such additional periods as required herein, CONTRACTOR shall, at CONTRACTOR's sole expense, procure and maintain road form insurance coverage at least as broad as the following minimum requirements specified below:

22.1.1 Worker's Compensation/Employer's Liability Insurance – The policies must include the following:

- Coverage A. Statutory Benefits
- Coverage B. Employer's Liability
- Bodily Injury by accident - \$1,000,000 per accident
- Bodily Injury by disease - \$1,000,000 policy limit/\$1,000,000 each employee

Such policies shall contain a waiver of subrogation in favor of the parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable workers' compensation laws in effect during performance of the Work by CONTRACTOR or any subcontractor of any tier. All subconsultants of any tier performing any portion of the Work for CONTRACTOR shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONTRACTOR and all parties named as Indemnitees below. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

22.1.2 Garage Liability/Commercial General Liability. The policy must include the following:

- CONTRACTOR shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$5,000,000 each occurrence**.
- The policy shall be appropriate for the CONTRACTORS business and at a minimum shall include, coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in the CONTRACT), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy (ies), and products and completed operations.
 - \$5,000,000 per occurrence for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury
 - \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage,
 - If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 25 04).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

All sub-contractors of any tier performing any portion of the WORK for CONTRACTOR shall also obtain and maintain the CGL insurance coverage with limits equal to or above the limits required of the CONTRACTOR.

22.1.3 Umbrella/Excess CGL Insurance:

- If the CONTRACTOR elects to include an umbrella policy to cover any of the excess limits required beyond the commercial general liability policy and/or the commercial tow truck automobile liability policy, then the policy must include the following:
 - The umbrella or excess policy shall follow form over the CONTRACTOR's primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
 - The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
 - The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
 - There shall be no statement limiting the coverage provided to the parties listed as additionally insured or as indemnitees below.

22.1.4 Commercial Tow Truck Auto Insurance - The policy must include the following and may be combined with the excess liability policy to provide limits of coverage not less than:

- Auto Liability limits of not less than \$5,000,000 per each accident.
- Combined Bodily Injury and Property Damage Liability insurance
- Coverage must include scheduled autos, hired or non-owned autos
- Garage Keepers liability shall be provided under this policy or the liability policy as a result of an endorsement or in a stand-alone Garage Keepers Coverage policy. Garage Keepers liability limits shall be equal to the estimated value of all vehicles that could be located at a single location or \$300,000 whichever is greater.
- On-Hook/Tow & Hitch Coverage -The policy must include the following:
 - No less than \$100,000 Limit
 - Coverages for physical damages from accidents or damages to property occurring while a vehicle is in tow with limits of no less than the replacement cost coverage with no coinsurance penalty provisions, or depreciation costs.
 - Cargo coverage shall be provided under this policy as a result of an endorsement or in a stand-alone Cargo Coverage policy.

The commercial tow truck automobile liability insurance shall be written on the most recent edition of ISO form or equivalent acceptable to SBCTA and shall include, without limitation, contractual liability coverage and additional insured status for the Additional Insureds named below. CONTRACTOR waives all rights of subrogation against the Additional Insureds named below, for recovery of loss, injury and/or damages to the extent such loss, injury and/or damages are covered by the commercial tow truck automobile liability insurance required herein.

22.1.5 Pollution Liability -- The policy must include the:

- \$1,000,000 per claim or occurrence limits/\$2,000,000 in the aggregate.
- Coverage shall be written on an ISO form appropriate for the CONTRACTOR's business and work under this contract.

22.2 General Provisions

22.2.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VII or better and if policies are written by insurance carriers that are non-admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-: X or better, unless otherwise approved in writing by SBCTA's Risk Manager.

22.2.2 Additional Insured Coverage. All policies, except those for Workers' Compensation insurance, shall be endorsed by ISO Form CG 20 12 11 85, or if not available, then ISO Form CG 20 26, to name San Bernardino County Transportation Authority and its officers, directors, members, employees, agents and volunteers, as additional insureds ("Additional Insureds"). California Highway Patrol (CHP) and California Department

- of Transportation (Caltrans) shall also be named additional insureds. With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONTRACTOR permitted under this CONTRACT, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability but shall allow coverage for SBCTA to the full extent provided by the policy.
- 22.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including certificates of insurance and the required endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONTRACTOR shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.
- 22.2.4 Deductibles Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONTRACTOR shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONTRACTOR will pay, and shall require its sub-CONTRACTORS to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. Without SBCTA's Risk Manager's expressed written approval no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONTRACTOR shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONTRACTOR shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONTRACTOR. The Contractor's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any Contractor's deductible or SIR..
- 22.2.5 CONTRACTOR's and Sub-contractor' Insurance will be Primary. All policies required to be maintained by the CONTRACTOR or any subconsultant with the exception of Professional Liability and Worker's Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage

- carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONTRACTOR's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 22.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONTRACTOR hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONTRACTOR shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONTRACTOR shall require all of the policies and coverages required in Exhibit B to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONTRACTOR from waiving the right of subrogation prior to a loss or claim.
- 22.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONTRACTOR will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONTRACTOR will provide SBCTA ten (10) days prior written notice. In any event, CONTRACTOR will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONTRACTOR receives within one business day after CONTRACTOR receives it by submitting it to SBCTA at procurement@SBCTA.ca.gov to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.
- 22.2.8 Enforcement. SBCTA may take any steps as are necessary to assure CONTRACTOR's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONTRACTOR fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONTRACTOR or withhold such expense from amounts owed CONTRACTOR, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONTRACTOR of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONTRACTOR, of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.
- 22.2.9 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.

22.2.10 Higher limits. If CONTRACTOR maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.

22.2.11 Special Risks or Circumstances. SBCTA, acting through its Executive Director, reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances, as determined by the Executive Director to be in the best interests of SBCTA.

ARTICLE 23. INDEMNITY

23.1 INTENTIONALLY OMITTED.

23.2 For all Work and obligations under this Contract, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, California Department of Transportation (Caltrans), SBCTA's Entities and their authorized officers, employees, agents and volunteers ("Indemnitees"), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by SBCTA on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CONSULTANT's indemnification obligation applies to SBCTA's "active" as well as "passive" negligence, but does not apply to SBCTA's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

ARTICLE 24. ERRORS AND OMISSIONS

CONTRACTOR shall be responsible for the professional quality, technical accuracy, and coordination of all Work required under this Contract. CONTRACTOR shall be liable for SBCTA costs resulting from errors or deficiencies, in Work furnished under this Contract, including, but not limited to any fines, penalties, damages, and costs required because of an error or deficiency in the Work provided by CONTRACTOR under this Contract.

ARTICLE 25. OWNERSHIP OF DOCUMENTS

All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by CONTRACTOR under this Contract shall become the sole property of SBCTA when prepared, whether delivered to SBCTA or not.

ARTICLE 26. SUBCONTRACTS

CONTRACTOR shall not subcontract performance of all or any portion of work/employees under this contract.

ARTICLE 27. RECORD INSPECTION AND AUDITING

SBCTA, or any of its designees, representatives or agents shall at all times have access during normal business hours to CONTRACTOR's operations and products wherever they are in preparation or progress, and CONTRACTOR shall provide sufficient, safe, and proper facilities for such access and inspection thereof. Inspection or lack of inspection by SBCTA shall not be deemed to be a waiver of any of their rights to require CONTRACTOR to comply with the Contract or to subsequently reject unsatisfactory Work or products.

ARTICLE 28. INDEPENDENT CONTRACTOR

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

ARTICLE 29. ATTORNEY'S FEES

If any legal action is instituted to enforce or declare any Party's rights under the Contract, each Party, including the prevailing Party, must bear its own costs and attorneys' fees. This Article shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a Party hereto and payable under the "Indemnity" provision of the Contract.

ARTICLE 30. GOVERNING LAW AND VENUE

This Contract shall be subject to the law and jurisdiction of the State of California. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any Party to this Contract will be the Superior Court of California, San Bernardino County. Each Party hereby waives any law or rule of court which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County.

ARTICLE 31. FEDERAL, STATE AND LOCAL LAWS

CONTRACTOR warrants that in the performance of this Contract, it shall comply with all applicable federal, State and local laws, ordinances, rules and regulations.

ARTICLE 32. PRECEDENCE

- 32.1 The Contract consists of this Contract's Articles, Exhibit A "Scope of Work", and Exhibit B "Price Form", Exhibit "C" Summary of FSP Violations and Penalties, the Standard Operating Procedures Manual, issued by the California Highway Patrol, SBCTA's Request for Proposal and CONTRACTOR's proposal, all of which are incorporated into this Contract by this reference.
- 32.2 The following order of precedence shall apply: first, the Contract Articles; second the Standard Operating Procedures (SOP) manual; third, Exhibits A and B and C (equal precedence); fourth, SBCTA's Request for Proposal; and last, CONTRACTOR's proposal. In the event of a conflict between the Contract Articles and the Scope of Work, the Contract Articles will prevail.
- 32.3 In the event of an express conflict between the documents listed in this Article, or between any other documents, which are a part of the Contract, CONTRACTOR shall notify SBCTA in writing within three (3) business days of its discovery of the conflict and shall comply with SBCTA's resolution of the conflict.

ARTICLE 33. COMMUNICATIONS AND NOTICES

Notices sent by mail shall be by United States Mail, postage paid, certified mail (return receipt requested). Any and all notices permitted or required to be given hereunder shall be deemed duly given and received: (a) upon actual delivery, if delivery is personally made or if made by fax or email during regular business hours; (b) the first business day following delivery by fax when not made during regular business hours; or (c) on the fourth business day after deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. CONTRACTOR shall notify SBCTA of any contact information changes within ten (10) business days of the change.

To CONTRACTOR	To SBCTA
1487 Ramona Blvd	1170 W. 3rd Street, 2nd Floor
Baldwin Park, CA 91706	San Bernardino, CA 92410-1715
Attn: William Salazar	Attn: Cheryl Wilson
	cc: Procurement Manager
Phone: (626) 960-1824	Phone: (909) 884-8276
Email: bill@royalcoaches.com	Email: cwilson@gosbcta.com

ARTICLE 34. DISPUTES

- 34.1 In the event any dispute, other than an audit, arises between the Parties in connection with this Contract (including but not limited to disputes over payments, costs, expenses, Work to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA's Procurement Manager within thirty (30) calendar days after notice thereof in writing which shall include a particular statement of the grounds of the dispute. If CONTRACTOR does not agree with the decision, then CONTRACTOR shall have ten (10) calendar days after receipt of the decision in which to file a written appeal thereto with

SBCTA's Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONTRACTOR, then such dispute is reviewable by a court of competent jurisdiction.

- 34.2 During resolution of the dispute, CONTRACTOR shall proceed with performance of this Contract with due diligence.

ARTICLE 35. GRATUITIES

CONTRACTOR, its employees, agents, or representatives shall not offer or give to any officer, official, agent or employee of SBCTA, any gift, entertainment, payment, loan, or other gratuity.

ARTICLE 36. REVIEW AND ACCEPTANCE

All Work performed by CONTRACTOR shall be subject to periodic review and approval by SBCTA at any and all places where such performance may be carried on. Failure of SBCTA to make such review, or to discover defective work, shall not prejudice the rights of SBCTA at the time of final acceptance. All Work performed by CONTRACTOR shall be subject to periodic and final review.

ARTICLE 37. CONFIDENTIALITY

Any SBCTA communications or materials to which CONTRACTOR or agents have access, or materials prepared by CONTRACTOR under the terms of this Contract, shall be held in confidence by CONTRACTOR, who shall exercise reasonable precautions to prevent the disclosure of confidential information to anyone except as expressly authorized by SBCTA. Any communications with or work product of SBCTA's legal counsel to which CONTRACTOR or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine, and shall be confidential. CONTRACTOR shall not release any reports, information or promotional material or allow for the use of any photos related to this Contract for any purpose without prior written approval of SBCTA.

ARTICLE 38. EVALUATION OF CONTRACTOR

CONTRACTOR's performance may be evaluated by SBCTA periodically throughout the Contract performance period. A copy of the evaluation will be given to CONTRACTOR for its information. The evaluation information shall be retained as part of the Contract file and may be used to evaluate CONTRACTOR if it submits a proposal on a future RFP issued by SBCTA.

ARTICLE 39. DRIVING RECORD AND CRIMINAL HISTORY CHECK

Pursuant to California Vehicle Code Sections 2430 *et seq.*, CONTRACTOR and its employees performing Work under this Contract are required to have a current, valid California driver's license and must undergo a Criminal History Check and driver's license check. Only after a completed CHP 234F and CHP 234 supplemental is received and accepted by CHP will a check of driver's license and criminal history be performed. Criminal history checks will be completed by CHP upon the acceptance of a CHP 234F. Any employee of the CONTRACTOR not meeting the requirements identified herein will be automatically excluded from performing Work under this Contract. In addition, SBCTA and/or CHP may, in their sole discretion, require

CONTRACTOR to replace any employee or potential employee who is determined to be unsuitable to represent the FSP Program based on the Criminal History Check.

ARTICLE 40. SAFETY

CONTRACTOR shall strictly comply with OSHA regulations and local, municipal, state, and federal safety and health laws, orders and regulations applicable to CONTRACTOR's operations in the performance of Work under this Contract. CONTRACTOR shall comply with all safety instructions issued by SBCTA or their representatives.

ARTICLE 41. DRUG FREE WORKPLACE

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

ARTICLE 42. ASSIGNMENT

CONTRACTOR shall not assign this Contract in whole or in part, voluntarily, by operation of law, or otherwise, without first obtaining the written consent of SBCTA. SBCTA's exercise of consent shall be within its sole discretion. Any purported assignment without SBCTA's prior written consent shall be void and of no effect, and shall constitute a material breach of this Contract. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the Parties.

ARTICLE 43. AMENDMENTS

The Contract may only be changed by a written amendment duly executed by the Parties. Work authorized under an amendment shall not commence until the amendment has been duly executed.

ARTICLE 44. PREVAILING WAGES

INTENTIONALLY OMITTED

ARTICLE 45. CONTINGENT FEE

CONTRACTOR warrants, by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, SBCTA has the right to terminate this Contract without liability, pay only for the value of the Work actually performed, or in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 46. FORCE MAJEURE

CONTRACTOR shall not be in default under this Contract in the event that the Work performed by CONTRACTOR is temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, and natural disasters such

as floods, earthquakes, landslides, and fires, or other catastrophic events which are beyond the reasonable control of CONTRACTOR and which CONTRACTOR could not reasonably be expected to have prevented or controlled. "Other catastrophic events" does not include the financial inability of CONTRACTOR to perform or failure of CONTRACTOR to obtain either any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of CONTRACTOR.

ARTICLE 47. WARRANTY

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

ARTICLE 48. ENTIRE DOCUMENT

- 48.1 This Contract constitutes the sole and only agreement governing the Work and supersedes any prior understandings, written or oral, between the Parties respecting the Project. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been expressly incorporated into this Contract.
- 48.2 No agent, official, employee or representative of SBCTA has any authority to bind SBCTA to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONTRACTOR hereby stipulates that it has not relied, and will not rely, on same.
- 48.3 Both Parties have been represented or had the full opportunity to be represented by legal counsel of their own choosing in the negotiation and preparation of this Contract. Therefore, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either Party.

ARTICLE 49. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

CONTRACTOR shall comply with all applicable provisions of the Americans with Disabilities Act in performing Work under this Contract.

ARTICLE 50. MOST FAVORED NATIONS CLAUSE

CONTRACTOR agrees that, throughout the term of this Contract, it shall not enter into any FSP services agreement with any other government agency pursuant to which CONTRACTOR agrees to charge FSP service fees less than those provided for by this Contract for substantially the same level of FSP service. Should SBCTA establish that CONTRACTOR has agreed to provide substantially similar FSP services to one or more other government agencies at lower fees, CONTRACTOR agrees to reduce the fees charged to SBCTA to the lower amount charged to the other government agency.

ARTICLE 51. EFFECTIVE DATE

The date that this Contract is executed by SBCTA shall be the Effective Date of the Contract.

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

DRAFT

Attachment: 22-1002737 (8730 : Award Freeway Service Patrol Contracts - RFP No. 22-1002736 for Beats 9, 14, and 31)

IN WITNESS WHEREOF, the Parties hereto have executed this Contract below.

**ROYAL COACHES AUTO BODY &
TOWING, a California Corporation**

**SAN BERNARDINO COUNTY
TRANSPORTATION
AUTHORITY**

By: _____
William Salazar
President

By: _____
Art Bishop
President, Board of Directors

Date: _____

Date: _____

By: _____
William Salazar
Secretary

APPROVED AS TO FORM

Date: _____

By: _____
Juanda Lowder Daniel
Assistant General Counsel

CONCURRENCE

By: _____
Shaneka Morris
Procurement Manager

Attachment: 22-1002737 (8730 : Award Freeway Service Patrol Contracts - RFP No. 22-1002736 for Beats 9, 14, and 31)

EXHIBIT A – “SCOPE OF WORK”

EXHIBIT A
SCOPE OF WORK
CONTRACT NO. 22-1002737
FREEWAY SERVICE PATROL

**BEAT 31- STATE ROUTE 210 (SR-210) LOS ANGELES COUNTY LINE TO CITRUS
 AVENUE**

1.0 Summary of Scope of Work.

Mobilization (NTP I) July 6, 2022- December 31, 2022:

The deliverables associated with Mobilization of this CONTRACT include the project ramp-up/preparation, the purchase of two FSP Tow Trucks, and equipment installations in accordance with section 4.0 "Equipment Requirements". Moreover driver trainings, and inspections in accordance with section 5.0 "Drivers."

FSP Tow Operations (NTP II) (January 1, 2023- December 31, 2027):

CONTRACTOR shall provide the rapid removal of disabled vehicles and those involved in minor accidents from the freeway. Each Beat shall require the appropriate number of Freeway Service Patrol (FSP) Certified Trucks:

Two (2) primary certified FSP tow trucks and one (1) certified back-up FSP tow truck for Beat 31.

The CONTRACTOR's FSP trucks shall be exclusively dedicated to providing FSP services during the designated hours of operation. All FSP tow truck maintenance activities for the primary and back-up tow trucks shall be conducted during non-designated service hours.

CONTRACTOR's FSP Certified Tow Truck Drivers ("Driver or Drivers") shall assist motorists involved in minor accidents and those with disabled vehicles. When and where conditions warrant, service may take place on the freeway shoulders. Where conditions do not warrant, Drivers will move the vehicles from the freeway to provide services pursuant to the Standard Operating Procedures (SOP) Manual. The Drivers shall continuously patrol their assigned Beat, respond to California Highway Patrol (CHP) dispatched calls for service, and use the designated turnaround locations and designated drop locations assigned by CHP.

The Drivers may be required to change flat tires, provide "jump" starts, provide one gallon of gasoline or diesel fuel, temporarily tape cooling system hoses, and refill radiators. These services are not all-inclusive. Where conditions permit, safe removal of small debris may also be required. The Drivers are to spend a maximum of ten (10) minutes per disablement in attempting to mobilize a vehicle.

If a disabled vehicle cannot be mobilized within the ten-minute (10) time limit, it shall be offered to be towed to a designated drop location identified by the CHP. The motorist can request the FSP Driver to contact the CHP Communications Center to request a CHP Rotation Tow or other services. A Driver shall not be allowed to tow as an independent CONTRACTOR from an incident that occurred during the FSP shift. This is only allowed after the shift is over and the CONTRACTOR is called as a Rotation Tow by CHP. If called as a Rotation Tow Operator after an FSP shift, the Driver must remove all FSP markings such as vests, uniforms and any sort of FSP signage.

All FSP services shall be provided at no cost to the motorist. The Drivers shall not accept any gratuities, gifts or money to perform any other services, recommend secondary tows, or recommend repair/body shop businesses. The CONTRACTOR shall follow the SOP Manual. The CHP is responsible for the day-to-day field supervision of the FSP Program; therefore, policies and procedures are outlined in the SOP Manual. To promote a safe work environment and to maintain a high level of professionalism, the CONTRACTOR and their Drivers must follow the SOP Manual as this document and all updates will be incorporated into the CONTRACTOR's agreement. Please note that the SOP Manual is updated as needed, and that the CONTRACTOR is responsible to operate and adhere to the most recent version of the SOP Manual at all times.

There may be some instances where the Driver may be requested to provide assistance to CHP Officers in the field. When a CHP Officer in the field directs a Driver to complete a task, the Driver shall follow those directions provided, given the task does not endanger the Driver or the public and is within the Driver's skills and training. The Driver shall only advise the officer of the possible dangers. If the task is not within the FSP policy, an FSP CHP Officer should be notified of the incident. Drivers should not tell the CHP Officer they will not perform the task requested UNLESS they believe they are unable to perform the task safely. Afterwards, CHP will take the necessary steps to avoid future misunderstandings between the Officer and FSP.

At times, SBCTA, a city, and/or the California Department of Transportation (Caltrans) will have construction projects on the highways that may require Construction FSP. Typically this will take place along a highway segment that is a construction zone with no inside or outside shoulder areas, or the shoulders available are not wide enough to accommodate vehicles. This work is paid for with funds from specific projects and not the FSP State Highway Account/FSP SB1 funds. This is considered to be Extra Work as described in Section 4.9 of the contract, and will all require the authorization of SBCTA's Program Manager in writing as well as a written contingency amendment or contract amendment as appropriate. There are three types of CFSP services that can occur:

1. Caltrans requested CFSP: Caltrans led projects that are part of the Caltrans/SBCTA CFSP Cooperative agreement No. 20-1002437. These projects will also require the issuance of a Caltrans task order.
2. SBCTA requested CFSP: SBCTA led projects that will be funded by SBCTA.
3. City requested CFSP: City led projects that will be funded by the City.

CONTRACTOR or its designated management-level representative shall attend the required FSP Technical Advisory Committee (TAC) meeting every other month. The FSP TAC will encompass focused and informal/formal discussions concerning but not limited to: scope, services, schedule,

and current progress of services, relevant cost issues, and future project objectives. CONTRACTOR shall be responsible for having a representative attend all meetings (FSP TAC meetings) who has the ability to make management-level decisions on the behalf of the CONTRACTOR while at the meeting. If the CONTRACTOR cannot have a management-level representative at a meeting, CONTRACTOR shall notify SBCTA and CHP at least two (2) business days prior to the meeting. Management-level attendance at these meetings shall be considered part of the CONTRACTOR's contractual responsibility. Meetings are scheduled for the entire calendar year; CHP provides the schedule via email.

Please refer to Contract Exhibit "C" for further details on violations and penalties.

2.0 Contract Representatives.

SBCTA, Caltrans, and the CHP will jointly oversee the FSP services (referred to, singularly or jointly, as "FSP Management"). CHP is responsible for dispatch services to incident locations within the tow truck's patrol limits, otherwise referred to as "Beats". The dispatching will be done in accordance with the contract for the service. An SOP Manual will be provided to the successful CONTRACTOR explaining the types of incidents to which a Driver may be dispatched. Please note that this SOP Manual is updated as needed and that the CONTRACTOR is responsible to adhere to the most current version of the SOP Manual at all times. Also note that SBCTA's contract with the successful Proposer(s) will incorporate the SOP Manual and any updates; thus, adhering to the SOP Manual is a contractual requirement.

3.0 Service Location.

The FSP operates on selected freeway segments referred to as "Beats". Each Beat has specific turnaround locations and designated drop locations identified by the CHP. The limits are identified in the Scope of Work (SOW).

SBCTA reserves the right, at any time during the contract's term, to adjust Beat specifications (length of the Beat for example) and Beat hours to better accommodate demand for the service. These changes can occur during the course of the contract through written permission (e.g., email). The CONTRACTOR may be requested by CHP to go beyond the limits of its assigned Beat area to assist a motorist in an adjacent Beat area. Drivers may be permitted to do this only upon CHP request. SBCTA reserves the right to add or delete holidays to the work schedule. Travel time to and from the Beat will be at the expense of the CONTRACTOR.

4.0 Equipment Requirements.

A. Tow Truck Requirements.

Primary FSP Tow Trucks will be exclusively dedicated to FSP services during the hours of FSP operations. They are not required to be exclusive during non-FSP hours.

The FSP Program will utilize, at a minimum, Class A tow trucks with a minimum gross vehicle weight rating of 14,000 pounds, dual wheel chassis, and four (4) ton recovery equipment rating.

All trucks proposed for use in the FSP Program must be less than one (1) year old with a maximum of 50,000 miles and a clear, non-salvage title on the chassis and working parts of the truck. The truck must be free of any mechanical defects or physical damage at the onset of the contract. Lastly, the truck shall have seating capabilities for five (5) adults.

The CHP, in conjunction with SBCTA, will verify the original purchase dates to ensure compliance.

All FSP Tow Trucks must be Department of Transportation (DOT) compliant, as well as California Air Resources Board (CARB) compliant. This includes an engine that has been certified by CARB, as required by law in the State of California. Any tow truck that is utilized for the FSP Program must comply with emission standards set forth by DOT and CARB, as well as all Local, State and Federal laws applicable to that truck, and as outlined in the RFP.

Prior to commencement of service, the CHP will inspect each tow truck designated for the FSP Program in San Bernardino County to ensure that it meets the tow truck specifications and to ensure that it meets or exceeds safety requirements. These inspections will occur prior to the start of service. Succeeding inspections will occur periodically as determined by the FSP CHP officers. Documentation of the vehicle identification number and successful completion of the inspection will be kept on file at the CHP office and CONTRACTOR's local office. Any unsafe, poorly maintained FSP Certified Tow Truck(s) or improperly equipped FSP Certified Tow Truck(s) shall not be allowed into service, and if discovered during the shift, shall be removed from service or repaired as directed by the CHP. The CONTRACTOR shall be fined three (3) times the hourly contract rate in one (1) minute increments for ALL service time lost. The CONTRACTOR will be required to have a FSP Certified Back-Up Tow Truck available for service during their FSP Beat(s) shift(s).

Please note that FSP Certified Back-Up Tow Trucks for existing FSP tow operator contracts with other FSP agencies (i.e., not with SBCTA) do not qualify as meeting the certified SBCTA FSP back-up truck requirement(s).

FSP tow trucks bearing the service patrol title, the FSP logo, and the vehicle identification number shall be painted all white (includes the hood, fenders, doors, boom and bed area). No trim will be allowed. Lettering shall be in block lettering and shall be no less than two inches by two inches and no greater than four inches in height. Lettering can **ONLY** be black in color and will be bold style parallel to the ground. Letters shall be placed on the lower body of the truck toward the cab. Names, phone numbers, advertising of any kind or any other lettering on the boom shall be prohibited during FSP operational hours. The overall look of the truck must be approved by CHP prior to service implementation; therefore, any questions regarding this policy is highly recommended to be discussed with the FSP CHP officers prior to implementing, as truck compliance with current State FSP standards is required. No other accessory equipment or signage (bumper stickers, employment advertisement, and so forth) shall be mounted or installed without prior FSP CHP officer approval. This includes but is not limited to brass, chrome wheel covers, window tint, etc.

Please refer to Contract Exhibit "C" for further details on violations and penalties.

SBCTA follows and relies on the policies and procedures set forth in the SOP Manual developed by the County of San Bernardino FSP CHP Program. Please note that the SBCTA FSP equipment list is subject to change at any time, and may be different from FSP Program equipment lists found in other counties. For the most updated SBCTA FSP equipment list, please refer to the latest SOP Manual.

Each FSP tow truck shall be equipped in accordance with the SOP Manual and shall include the following, please note that if a company decides to add on any of the OPTIONAL equipment, and is something CHP would test for proficiency, they will do so for every driver that is tested from that company:

1. Wheel lift towing equipment, with a minimum lift rating of 4,000 pounds, with wheel lift extended. All tow equipment shall include proper safety straps.
2. Boom with a minimum static rating of 8,000 pounds.
3. Winch Cable - 8,000 pound rating on the first layer of cable.
4. Wire rope- 100 ft., 5/16-inch diameter, with a working limit of 3,500 pounds.
5. Towing slings rated at 3,000 pounds minimum **OPTIONAL**
6. Two (2) Tow chains 3/8" alloy or OEM specs. J/T hooks assembly.
7. Rubber faced push bumper.
8. Mounted spotlight capable of directing a beam both front and rear.
9. Amber warning lights with front and rear directional flashing capability, with on/off switch in cab.
10. Public address system.
11. Power outlets ("hot boxes"), front and rear mounted, with outlets compatible to 12-volt booster cables.
12. Heavy duty, 60+ amp battery.
13. Radios with the ability to communicate with the CONTRACTOR's base office (Verizon).
14. Programmable scanners capable of scanning between the 39 and 48 MHz used by the CHP. Scanners need to be capable of scanning CHP Police frequencies, and must be mounted for safety concerns.
15. Suitable cab lighting.
16. Trailer hitch capable of handling a 1 7/8-inch ball and 2-inch ball.
17. One (1) 1 7/8-inch ball and one (1) - inch ball.
18. Rear work lights (4)
19. Safety chain D-ring or eyelet mounted on rear of truck.
20. Motorcycle Straps (2)
21. Diesel fuel in plastic jerry cans (5 gallons)
22. Unleaded gasoline in plastic jerry cans (5 gallons)
23. Safety chains min. 5 ft. min. 5/16" Alloy or OEM Spec. (2)
24. First aid kit (small 5" x 9") (1)
25. Fire extinguisher aggregate rating of at least 4 B-C units (1)
26. Pry bar - 36" or longer (1)
27. Radiator water in plastic container (5 gallons)
28. Sling crossbar spacer blocks **OPTIONAL** (2)

- 29. 4" x 4" x 48" wooden cross beam (1)
- 30. 4" x 4" x 60" wooden cross beam (1)
- 31. 24" wide street broom (1)
- 32. Square point shovel (1)
- 33. Highway flares 360 minutes min.
- 34. Cones 18" height, reflectorized with tape
- 35. Hydraulic Floor Jack: 2-ton AND
2-ton jack stand (1)
- 36. Wheel chock (1)
- 37. Four-way lug wrench (1 std.) (1)
- 38. Four way lug wrench (1 metric)
- 39. Rechargeable compressor or refillable air bottle,
hoses and fittings to fit tire valve stems, 100
psi capacity (1)
- 40. Flashlight and spare batteries or charger (1)
- 41. Tail lamps/stop lamps, portable remote
with extension cord (1 set)
- 42. Booster cables, 25 ft. long minimum,
3-gauge copper wire with heavy-duty clamps
and one end adapted to truck's power outlets (1 set)
- 43. Funnel, multi-purpose, flexible spout (1)
- 44. Pop-Up Dolly (with tow straps), minimum weight capacity of 3,900 pounds
portable for removing otherwise un-towable vehicles (1)
- 45. Dolly Steel Pry bar (1)
- 46. Five (5)-gallon can with lid filled with clean absorb-all (1)
- 47. Empty trash can with lid (five gallon) (1)
- 48. Lock out set (1)
- 49. Safety glasses

Each FSP Certified Tow Truck will be required to have a toolbox with the following minimum number of tools/supplies. A tool kit for small equipment items is required. The list may be supplemented at the CONTRACTOR's option and expense.

- 50. Screwdrivers-
 - i. Standard-1/8", 3/16", 1/4", 5/16" (1 each, min.)
 - ii. Phillips head - #1 and #2 (1 each, min.)
- 51. Needle nose pliers (1)
- 52. Adjustable rib joint pliers, 2" min. capacity (1)
- 53. Crescent wrench - 8" (1)
- 54. Crescent wrench - 12" (1)
- 55. Four (4) lb. hammer (1)
- 56. Rubber mallet (1)
- 57. Electrical tape, roll (1)
- 58. Duct tape, 20 yard roll (1)
- 59. Tire pressure gauge (1)
- 60. Mechanic's wire (roll) (1)
- 61. Bolt cutters (1)

The Driver shall be required to complete a pre-operation shift inspection log of the vehicle as well as inventory of the required equipment prior to the start of each shift. An Inspection form, which is in the tablet FSP data collection software, shall be completed by the Driver prior to the start of each shift and be available for inspection by the CHP and/or SBCTA. Any equipment that is malfunctioning or missing must be replaced prior to the start of the shift. All equipment on the truck shall be secured.

Installation of FSP related equipment:

Upon execution of the contract, SBCTA will designate and cover the cost of the selected installer for the SBCTA FSP digital radio equipment and SBCTA's Automatic Vehicle Locator (AVL) equipment. SBCTA covers the initial cost of the FSP digital radio and the AVL equipment as well. Please note that SBCTA, along with the installer, must be able to access the required primary and back up FSP Tow Trucks no later than ten (10) business days prior to the start date of the Beat(s). No exceptions. If SBCTA is not able to access the required primary and back up FSP tow trucks by the tenth (10th) business day deadline, the CONTRACTOR shall be assessed a fine as detailed in Exhibit "C" of the contract.

At times, equipment such as an "outside speaker", or a handheld "mic," and/or "FSP Tablet" for example, may need to be replaced due to normal wear and tear. If SBCTA-provided equipment needs to be replaced due to normal wear and tear, SBCTA will provide the CONTRACTOR with replacement equipment at no charge. However, please note that if FSP-related equipment needs to be replaced due to negligence by the CONTRACTOR or any of its staff, including Drivers, the cost of the equipment and the installation expense will be deducted from the CONTRACTOR'S invoice/payment that same month or the following month (depending on when the incident occurred). CONTRACTORS, Supervisors and Drivers are required to contact SBCTA and one of the FSP CHP officers immediately when any SBCTA FSP equipment is damaged, failing or has failed, and the CONTRACTOR will be provided with a replacement part by SBCTA or by one of the FSP CHP officers. If a replacement part is not immediately available, then the CONTRACTOR will be asked to have their "FSP Certified Back-Up Tow Truck" on the Beat to cover the shift.

With the written permission of SBCTA (email is allowed), the CONTRACTOR may install some replacement equipment (e.g., an "outside speaker" or a "mic") as long as the CONTRACTOR installs the equipment per SBCTA and SBCTA FSP standards. If a CONTRACTOR is given the authorization to install FSP-related equipment, and has any questions regarding "installation standards", the CONTRACTOR is to contact SBCTA or one of the FSP CHP officers for further instructions/information. If provided the authorization by SBCTA or FSP CHP, the CONTRACTOR must install equipment in the safest possible manner, and the installation of the equipment must comply with all FSP equipment guidelines and San Bernardino FSP installation standards for safety reasons.

Please note that equipment requirements are subject to change at any time. For the most updated equipment list, please refer to the latest SOP Manual.

B. FSP Certified Back-Up Tow Truck.

The CONTRACTOR shall be required to have one FSP Certified Back-Up Tow Truck available for each Beat during FSP service hours that is in full compliance with this Contract, unless otherwise authorized by SBCTA in writing. The FSP Certified Back-Up Tow Truck should be used when a primary FSP Certified Tow Truck is unavailable. The FSP Certified Back-Up Tow Truck shall meet the same requirements for equipment, set-up and color as a primary Certified FSP Tow Truck. It shall meet all the vehicle equipment specifications. Please refer to Exhibit “C” of the contract for further details on violations and penalties. FSP Certified Tow Trucks are subject to inspections during FSP services hours and non-FSP service hours by CHP.

As noted above, Primary FSP Tow Trucks will be exclusively dedicated to SBCTA FSP services during the hours of FSP operations. However, FSP Certified Back-Up Tow Trucks are not required to be exclusive to the SBCTA FSP Program during FSP service hours and non-FSP service hours. If a FSP Certified Back-Up Tow Truck is needed to replace one of the primary FSP Certified Tow Trucks on Beat, the CONTRACTOR shall meet all Contract obligations as outlined, which includes the vehicle’s availability to work the Beat area within the 45 (forty-five) minute time period (after which point penalties begin to accrue).

C. Vehicle Breakdown and Other Missed Service.

A FSP Certified Back-Up Tow Truck must be in service on the Beat within 45 (forty-five) minutes of the time when a primary FSP Tow Truck is taken out of service for any reason. The CONTRACTOR shall not be paid for the time period that the contractually required trucks are not in service. If a vehicle is not made available within the 45 (forty-five) minute time period, the CONTRACTOR shall be fined three (3) times the hourly contract rate in one (1) minute increments until a FSP Certified Back-Up Tow Truck is provided. This 45 (forty-five) minute period prior to the imposition of fines shall not apply to trucks removed from service for failure to meet specifications or safety requirements as set forth in accordance with section 4.0 “Equipment Requirements” paragraph A “Tow Truck Requirements”, in which case fines shall begin immediately. If a FSP Certified Tow Truck is not ready due to a breakdown at the start of a shift, the fine time will be calculated from the start of the shift. If the entire shift is missed, the CONTRACTOR shall be fined for the entire shift at three (3) times the hourly rate. FSP Tow Truck maintenance shall be performed during non-FSP service hours.

In the event that a FSP Certified Back-Up Tow Truck is required to continue the shift, the Driver must complete a new inspection worksheet and mileage log prior to the commencement of driving the tow truck and notify one of the FSP CHP Officers/Supervisors immediately. In addition, the Driver must indicate in the “notes” section of the FSP Tablet (per section 4.0 “Equipment Requirements” paragraph E “Communications Equipment”) that the CONTRACTOR has switched to an FSP Certified Back-Up Tow Truck.

In addition, failure to have a FSP Certified Back-Up Tow Truck Driver available is not an allowable excuse for failing to have a FSP Certified Back-Up Tow Truck on the Beat within the 45 (forty-five) minute time period.

Please refer to Contract Exhibit “C” for further details on violations and penalties.

Please note: Existing FSP tow operator contracts with the Riverside County Transportation Commission (RCTC) or any other FSP service do not qualify as meeting the back-up tow truck requirement noted above.

D. Vehicle Identification.

It shall be the Driver's sole responsibility to place detachable FSP markings on each vehicle during the service hours and to remove or cover the FSP markings immediately upon completion of each shift. SBCTA will supply each CONTRACTOR with the appropriate number of detachable markings for each Beat(s). If a marking is lost or damaged, the CONTRACTOR shall be responsible for the cost of the replacement markings. All FSP markings shall be returned immediately at the termination of the contract. The cost of any item or equipment supplied by SBCTA, Caltrans or CHP that is not returned shall be deducted from the CONTRACTOR's final payment.

FSP markings as well as vehicle numbers shall be required on both sides of all FSP tow trucks. The detachable markings (magnetic or other forms of FSP signage) provided by SBCTA must be placed on the center of both doors (front driver and passenger doors) of the vehicle. The Driver shall be required to keep the title and logos clean, straight and in readable condition throughout the service patrol's operation. The CONTRACTOR is also required to keep all FSP-related signage completely flat, clean, out of direct sunlight and out of public view when being stored.

E. Communications Equipment.

Each FSP vehicle shall be equipped with various communication devices that will enable the Driver to communicate with the CHP Communications Center and FSP CHP Officers. All vehicles shall be equipped with an AVL system, radios, and handheld Tablet Computers for data collection. The AVL system, radio system, and handheld Tablet Computers shall be purchased, owned, supplied, and installed by SBCTA only. SBCTA shall select the equipment installation vendor.

The CONTRACTOR shall be responsible for maintaining the security of the SBCTA-owned vehicle communication equipment. The CONTRACTOR shall be liable for any damage other than normal wear and tear to the communication equipment. The CONTRACTOR shall also be liable for the full replacement value of the communication equipment installed in the trucks while in the care, custody and control of the equipment. SBCTA shall pay for repair of normal wear and tear to equipment. However, SBCTA will deduct from CONTRACTOR's monthly invoice, any repair fees and/or the full replacement cost of any SBCTA equipment damaged or altered due to CONTRACTOR's improper use or negligence. SBCTA-supplied vehicle equipment shall be returned immediately (within one to three business days – pursuant to direction by SBCTA FSP staff) upon contract termination. The cost of any equipment not returned shall be deducted from the CONTRACTOR's final payment.

Programmable scanners capable of scanning between the 39 and 48 MHz used by CHP shall be supplied by the CONTRACTOR and shall be installed and securely mounted in all FSP Certified Tow Trucks by the CONTRACTOR.

The CONTRACTOR is also required to use Push to Talk Plus for Verizon Wireless (or equivalent direct connect device that will pair with Verizon Push to Talk Plus CHP devices). ***Special Note: If you are considering purchasing something else other than a Verizon Push to Talk Plus device, please confirm with SBCTA and/or CHP as to whether or not the device will be compatible with existing CHP equipment. Equipment purchased for the FSP Program must be compatible with FSP CHP officer devices which are currently Verizon Push to Talk Plus devices*** in order to facilitate proper communication with the CHP Communications Center and FSP CHP field supervisors. Verizon phones shall be purchased, owned, maintained, and paid for by the CONTRACTOR. The CONTRACTOR will also be responsible for all operating costs of the Verizon cell phones. In addition, Drivers are not permitted to take pictures or video, or to capture any other images while performing FSP duties during FSP operational hours, or capture any FSP-related images during non-FSP service hours. These actions will not be tolerated and a Driver that is found doing this will not be permitted to work in the FSP Program. Drivers are not permitted to download or share any data or images related to the FSP Program. If any FSP-related data or images are found on any social media outlet or networks not authorized by SBCTA, the driver or drivers associated with the incident will be removed from the program.

Data input to the Tablet Computer shall not be allowed while the vehicle is being operated/driven. Use of other devices, such as cellphones, while driving/operating a vehicle is subject to California State Law.

The FSP vehicles shall be equipped with a public address system. The public address system shall have the capability to audibly transmit instructions from the cab of the FSP vehicle to the motorist of the disabled vehicle when the FSP vehicle is directly to the rear of the disabled vehicle.

The CONTRACTOR shall purchase and maintain a computer workstation (not a laptop) with high speed internet access and email to communicate with SBCTA, staff, and FSP CHP officers. Please note email is the primary means by which FSP Management (SBCTA, CHP, and Caltrans) communicate various operations messages. It is essential that a representative of the CONTRACTOR check the email daily.

It is the CONTRACTOR's responsibility to ensure that all Tablet Computers are operational at all times. The exterior protective case of the Tablet Computer shall be cleaned regularly, and the screen protector shall be inspected for functionality and serviceability. **Damaged/Worn items shall be reported to SBCTA within three (3) hours of identification of a problem.** All Tablet Computers must be kept in a secure location. Tablet Computers shall not be left in any tow or during non-FSP operational hours. During FSP operational hours, Tablet Computers must be with the Driver in their FSP Tow Truck; at all other times, Tablet Computers must be connected to a battery charger in the designated secure workstation of the CONTRACTOR'S facility. Any other location is not permitted.

CONTRACTOR shall immediately report any issues with the Tablet Computers to SBCTA or the FSP CHP Officers. CONTRACTOR is responsible for ensuring its Tablet Computers are operating at all times.

The CONTRACTOR shall provide SBCTA, FSP CHP Officers, and their designees, access to the Tablet Computers at any time during the course of the contract. If upon inspection SBCTA determines that the Tablet Computers are not being properly charged/stored, the CONTRACTOR will be subject to fines as outlined in Exhibit "C" of the Contract.

The CONTRACTOR shall provide a quarterly inspection report to SBCTA indicating the status of all equipment. SBCTA will provide the quarterly report submittal form to the CONTRACTOR. Accurate completion and timely return of this form is a contract requirement.

F. Equipment Modifications.

Modifying FSP communication/tracking equipment so that it does not function properly to SBCTA's specifications, is disconnected, or is moved (without FSP Management authorization) from its original installed location is strictly prohibited. This includes, but is not limited to: breaking evidence tape/connection sealer on equipment connections, cutting wires or cable, moving mounted equipment (speakers, microphones, antennas, etc.), rerouting any wiring, not putting radio equipment back in its original installed location, disconnecting any connectors, etc. Interfering with the operations of the equipment is strictly prohibited.

If modification and/or interference is suspected, SBCTA shall conduct an inspection of the equipment on/near the Beat area or the vehicle may be sent to a designated location determined by SBCTA. CONTRACTOR shall not access the AVL equipment in any way until SBCTA has arranged an inspection.

- 1) If any alterations are found with AVL-related equipment owned by SBCTA, the CONTRACTOR shall be fined, at a minimum, two complete FSP shifts (7 - 9 hours) at three (3) times the hourly penalty rate. The final penalty shall be determined and assessed by FSP Management.
- 2) SBCTA shall designate the AVL installer and technician that will review and repair the AVL systems.
- 3) In the event of alterations, CONTRACTOR is responsible for any expenses, including but not limited to transportation, labor, repair, and replacement, incurred to repair the AVL equipment/system for the SBCTA FSP tow operations. Costs incurred to repair and document the equipment will be deducted from payment of the CONTRACTORS monthly invoice.

Please refer to Contract Exhibit "C" for further details on violations and penalties.

5.0 Drivers.

All Drivers shall be required to have a safe driving record and valid California Class C driver's license. All Drivers shall be at least 18 years of age at the time of background check. All Drivers shall be subject to driving record and criminal background checks through the CHP.

FSP Driver Certification Requirements

The following are required to be completed before the issuing of a California Tow Truck FSP driver Certificate DL64:

1. CHP 234F Form (Tow FSP Driver/FSP Driver Information) submitted to CHP.
2. Successfully pass a driving record and criminal history check.
3. Pay all processing fees.
4. Submit to fingerprinting.
5. Successfully pass a CHP-administered Proficiency Test.
6. Complete a SHRP 2 /TIMS training course and provide a certificate of completion.
7. Attend and pass a FSP driver certification class.
8. Obtain a Medical Examiner's Certificate (MEC) MCSA-5875.
9. Issued a FSP Driver Identification Card.
10. Successfully complete ten (10) shifts of ride-a-longs with an approved FSP driver trainer.

Drivers shall be sufficiently experienced in the tasks of tow truck operations and proficient with all required FSP equipment to provide safe and proper service. Drivers from other FSP service areas will be evaluated by the CHP on a case-by-case basis. All Drivers must be capable of demonstrating their tow operating abilities prior to formal CHP training. Additionally, the Drivers will be required to exercise good, sound judgment in carrying out their duties.

The CONTRACTOR's Drivers shall be required to inform the CHP Communications Center at any time they leave the assigned Beat, whether to replenish expendable items such as gasoline or fire extinguisher, to take breaks, etc. The Driver shall be required to immediately notify the CHP Communications Center upon a tow truck breakdown.

Each Driver shall be responsible for accurately entering the following into their Tablet Computer:

- Inspection worksheet prior to the commencement of driving the tow truck. This must be completed at the tow yard, prior to leaving the yard and driving to the Beat.
- Log of mileage prior to commencement of driving the tow truck on the Beat. This must be completed in a safe location at or near the Beat location, prior to beginning the shift.

The Driver shall also be required to complete an assist record, on the Tablet Computer, for each incident.

Driver will be required to utilize a Tablet Computer to input the mileage log, inspection worksheet, and each assist, which will include location, vehicle make, model, license number, type of assistance provided, etc. Driver will be trained to use the Tablet Computers to enter accurate data using SBCTA data collection software.

Other important forms Driver must complete and turn in when assisting motorists are the Liability Release Forms and the Damage Release Forms. It is critical these forms are completed in a clear and accurate manner and returned to SBCTA as quickly as possible and no longer than a maximum of thirty (30) business days from the date of the assist. Any CONTRACTOR who fails to complete and turn in these required forms may be subject to penalties as outlined in Exhibit "C" of the contract.

The CONTRACTOR is required to participate in the California Department of Motor Vehicles (DMV) Pull Notice Program.

If a Driver is convicted of a crime listed in California Public Resources Code Section 5164 or California Vehicle Code 13377, the CONTRACTOR may be required to remove that Driver from the FSP program. If a Driver is charged with any such crimes, the CONTRACTOR may be required to suspend that Driver from duties under this Contract pending the outcome of the criminal case. If the Driver is not convicted, or is ultimately convicted of a lesser crime not described above, CHP may direct SBCTA to have the CONTRACTOR remove that Driver from the duties under the FSP program.

Mandatory CHP refresher training classes/meetings shall be scheduled during non-FSP hours. A minimum of four (4) hours refresher training per year is required. The SBCTA FSP Program conducts a one hour refresher training class/meeting each quarter, for a total of four hours of on-going training each year. CONTRACTOR shall pay all Drivers and Back-Up Drivers for attendance at the required training.

As required by California Vehicle Code Sections 2430.5 and 2431, all applicants and owners are required to have a driver's license and criminal history check. After CHP receives and accepts a completed CHP 234F, CHP will perform a driver's license and criminal history check. CHP will perform background checks ONLY upon acceptance of a CHP 234F.

The driver's license check will consist of confirming that the applicant has a valid driver's license and the applicant's point count is within standards set forth in the SOP.

The criminal history check will consist of a livescan background check to determine whether the applicant meets the criteria for a Driver Certificate, as outlined in California Vehicle Code Section 13377 and the FSP contract. **The cost of the livescan will be at the CONTRACTOR's expense.**

If the applicant passes the preliminary check, then the applicant shall submit to fingerprinting to complete the background check at the CONTRACTOR's expense.

In addition, SBCTA and/or CHP may, in their sole discretion, require a CONTRACTOR to replace any Driver or potential Driver who is determined not to be a suitable representative of the FSP Program to the public based on the background check or any other reason.

Driver Equipment.

CONTRACTOR is responsible for providing Drivers with specified uniforms, black protective toe boots, nameplates, and other equipment. The equipment includes navy blue jump suits or shirts and pants. If coveralls are worn, they shall have a collar with a zipper. Optionally, drivers may wear a standard navy blue (long-sleeve only) uniform shirt, with a fluorescent orange (must be only 2.5" wide) trim, with a ½" silver reflective tape down the middle. This allowed reflective tape must be on both sleeves as indicated in the updated contractor exhibit. The only approved trim color is fluorescent orange with a ½" silver reflective tape in the middle. The fluorescent tape cannot be wider than the allowed 2.5" wide. All uniforms shall be clean, properly maintained, and replaced whenever excessively worn.

A detachable brass or gold nameplate shall be worn with the first initial of the first name and full last name of the Driver. Letters shall not exceed ½" tall; nameplate must be approved by an FSP CHP officer. The nameplate shall be worn above the right chest pocket on the vest.

A safety vest with reflective stripes shall be worn; SBCTA will supply vests. A small FSP logo shall be sewn/silkscreened on the front of the safety vest over the left front pocket of the uniform, and a small FSP logo shall be sewn/silkscreened on the left sleeve of the vest. A large FSP logo shall be sewn/silkscreened across the middle portion of the back of each safety vest. SBCTA will supply vests to the CONTRACTOR with the FSP logos already sewn/silkscreened on per CHP's required FSP logo placement locations. The brass or gold nameplate with the Driver's first initial of first name and full last name shall be displayed on the front of the safety vest over the right front pocket. **The CONTRACTOR is responsible for obtaining FSP CHP officer approval of the Driver nameplates, and the CONTRACTOR is responsible for the purchase and placement of the Driver nameplate.** An FSP logo is not required to be sewn/applied on the navy blue Driver uniform.

All Drivers shall wear black work boots with protective (steel or composite) toe.

During cold weather, a navy blue jacket may also be worn at the Driver's option, if it meets all the uniform specifications. The CONTRACTOR and/or the Driver may contact CHP for any uniform questions or clarifications.

Rain gear shall be waterproofed material, navy blue or yellow in color.

Hats, if worn, shall be baseball type cap, navy blue in color. An "FSP" logo may be sewn/silkscreened on the hat above the brim. No other logos/names shall be accepted. A beanie may also be worn which must be navy blue in color and worn only with a jacket or long sleeve shirt under the vest. A picture of the uniform is provided toward the end of this scope of work.

CONTRACTOR should refer to the most current SOP Manual in making sure it is following the most recent Driver equipment requirements.

6.0 Local Office.

The CONTRACTOR shall provide a local office for contract administration purposes. This office shall be staffed by either the CONTRACTOR or its representative, who is authorized to conduct business and make decisions on behalf of the CONTRACTOR. The office shall have business hours coinciding with CONTRACTOR's Beat(s) hours of operation. Through the Proposal document shown in section 7.0 of the Scope of Work, Contractor Representative Form, the CONTRACTOR shall designate representatives who will be available at the office during hours of operation to make decisions on behalf of the CONTRACTOR. The office shall be established within close proximity to the CONTRACTOR's Beat(s) and shall be located in Riverside, San Bernardino, Los Angeles or Orange counties. A FSP Certified Back-Up Tow Truck and a FSP Certified Back-Up Tow Truck Driver must be available within a 45 minute request regardless of the CONTRACTOR's office location.

The CONTRACTOR shall also provide telephone, scanner and email through which they, or a responsible representative authorized to conduct business and make decisions on behalf of the CONTRACTOR, can be reached during the non-service hours of operation for the length of the contract. During non-business hours, an answering machine, provided at the CONTRACTOR'S expense, shall be available to log calls, take complaints, etc. An email address that is monitored daily shall be provided for "noticing" purposes during operational and non-service hours. The CONTRACTOR will be responsible for having a company representative monitor and review messages/notices on a daily basis and respond in a timely manner. Please see Exhibit "C" of this contract for penalties associated with failure to respond to communications from CHP and/or SBCTA.

7.0 Beat Descriptions.

SAN BERNARDINO COUNTY FREEWAY SERVICE PATROL

BEAT DESCRIPTIONS

Beat #	Beat Description	One-Way Length in Miles	# Primary FSP Trucks in both AM and PM	# FSP certified Back-Up Tow Trucks
31	SR-210 LOS ANGELES COUNTY LINE TO CITRUS AVENUE	14.1	2	1

Beat 31 is currently scheduled to operate from **5:30 a.m. to 8:30 a.m.** and from 2:00 p.m. to 7:00 pm (Monday through Thursdays). On Fridays, the PM shift begins at 12:00 p.m. to 7:00 p.m.

Beat 31 requires two (2) Primary FSP Certified Tow Trucks and one (1) Primary FSP Certified Back up Tow Truck available during all FSP operational service hours.

Beat 31 may be asked to participate in possible SBCTA's "FSP Extra Work weekend contingency services", on an as needed basis. Possible hours of operation may include Saturdays and Sundays from 10:00 a.m. to 6:00 p.m. Extra work is not guaranteed. The actual amount of weekend hours or number of weekend trucks are not guaranteed. Written notice from SBCTA shall be required for commencement and termination of "FSP Extra Work weekend contingency services".

SBCTA reserves the right to change Beat operating times and operational requirements (i.e., length of Beat and hours of operation) during the course of the Contract.

Please refer to Attached Map of Beat areas

"Extra Work" for emergency coverage may be assigned for any of the nine (9) SBCTA FSP service areas:

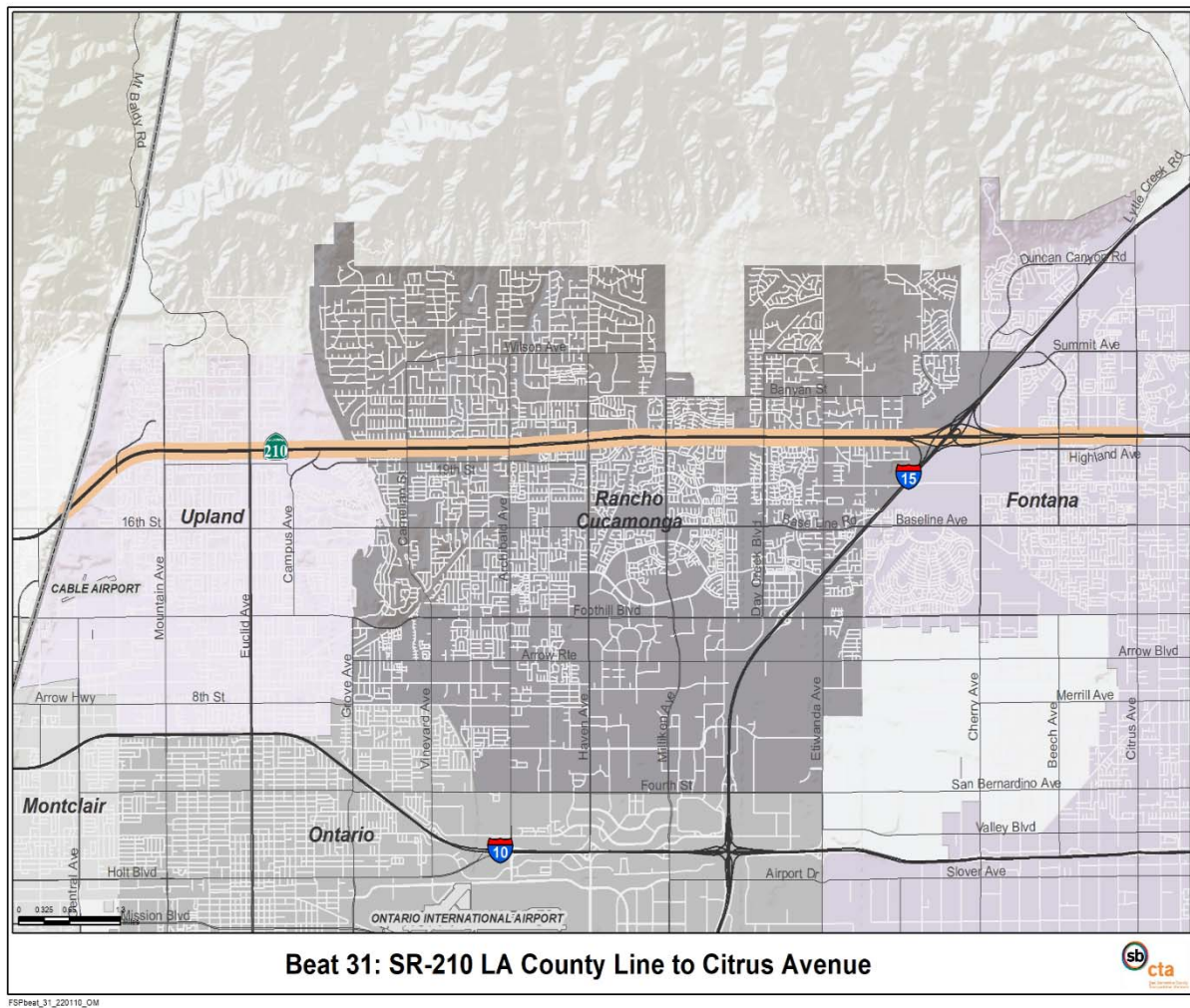
1. Beat 5: State Route 60 (SR-60) Reservoir Street (Los Angeles County line) to Milliken Avenue
2. Beat 9: Interstate 10 (I-10) Indian Hill (Los Angeles County line) to Haven Avenue
3. Beat 10: Interstate 10 (I-10) Haven Avenue to Sierra Avenue
4. Beat 11: Interstate 10 (I-10) Sierra Avenue to Waterman Avenue
5. Beat 14: Interstate 215 (I-215) Center Street (Riverside County line) to Devore Road
6. Beat 23: Interstate 15 (I-15) Jurupa Street (Riverside County line) to Sierra Avenue
7. Beat 27: Interstate 15 (I-15) Sierra Avenue to Oak Hill Road
8. Beat 29: Interstate 10 (I-10) Waterman Avenue to Yucaipa Boulevard
9. Beat 31: State Route 210 (SR-210) Los Angeles County line to Citrus Avenue

Beats 31 is the priority Beats for this CONTRACT, which means that should a primary truck go down; the "Extra Work" Beat truck shall be deployed back to the primary Beat. SBCTA shall evaluate all travel times made from the "Extra Work" Beat to the primary Beat in a penalty time situation on a monthly basis. Final penalty determination shall be made by CHP and SBCTA.

The contractor shall hold to all required standards addressing truck image and maintenance for the FSP Certified Back-Up Tow Truck being used during "Extra Work", as CHP shall retain all rights to inspect and put the trucks out of service for non-compliance. Penalties shall still apply. In the event that the "Extra Work" Beat truck must be sent to cover the primary Beat, no penalty time shall be assessed for not having that back-up truck on the "Extra Work" Beat.

SBCTA reserves the right to change Beat hours and operational requirements during the course of the Contract. Written notice from SBCTA shall be required for commencement and termination of "Extra Work".

Map of Beat Area



FSPBeat_31_220110_OM

8.0 FSP Holidays.

PRELIMINARY LIST OF FREEWAY SERVICE PATROL HOLIDAYS

Services are to be provided Monday through Friday at the hours designated in the Contract with the exception of the following holidays:

1. Martin Luther King, Jr. Day (Monday)
2. Presidents' Day (Monday)
3. Memorial Day (Monday)
4. Independence Day (July 4 - varies)
5. Labor Day (Monday)
6. Veterans Day (varies)
7. Thanksgiving Day (Thursday)
8. Day after Thanksgiving (Friday)
9. Christmas Day (December 25 - varies)
10. New Year's Day (January 1 – varies)

Approximate total service hours per primary vehicle per year is estimated to be 2,030 hours, for years one (1) through three (3) of the CONTRACT, and estimated to be 1,910 hours for years four (4) through five (5) of the CONTRACT Monday through Friday for Beat: 31.

An estimated possible 750 “**Extra Work**” contingency hours may be needed for FSP weekend service Saturday through Sunday for Beat 31.

Please note “Extra Work” contingency hours are not guaranteed.

All Beats may be asked to participate in possible SBCTA’s “FSP Extra Work weekend contingency services”, on an as needed basis. Possible hours of operation may include Saturdays and Sundays from 10:00 a.m. to 6:00 p.m. Extra work is not guaranteed. The actual amount of weekend hours or number of weekend trucks are not guaranteed. Written notice from SBCTA shall be required for commencement and termination of “FSP Extra Work weekend contingency services”.

Each SBCTA tow operator agreement contains a clause regarding the Construction Freeway Service Patrol (CFSP). The goal of CFSP is to assist in construction zones outside of regular FSP hours or locations. The work is provided as “Extra Work” due to the uncertainty of the hours or changes in construction.

In addition to the above service hours, at the discretion of SBCTA and the CHP, additional service may be requested on certain “high traffic days” prior to or following certain holidays (e.g., July 4th, Labor Day, Sunday following Thanksgiving Day, Memorial Day). CONTRACTORS will be notified at least one week prior when FSP service hours are altered due to when certain holidays fall on the calendar. Each year could be different. Please note that FSP service hours can be altered for other unforeseen purposes as well.

9.0 FSP UNIFORM REQUIREMENTS



STRIPE EXAMPLES:

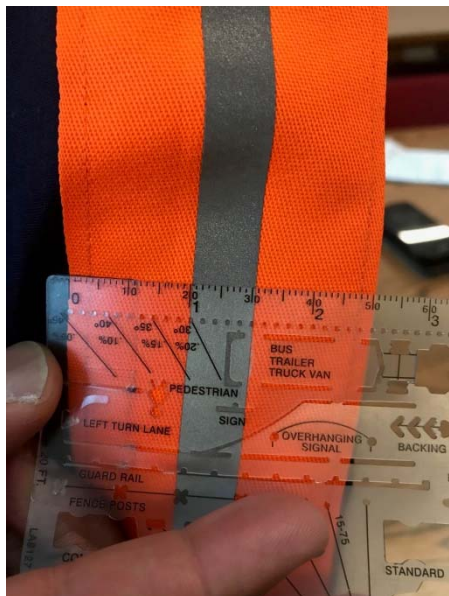


EXHIBIT B - "PRICE FORM"

Exhibit B

Contract: 22-1002737

Compensation and Payment

Overview Contract No. 22-1002737 with Royal Coaches Auto Body & Towing for Beat 31

Beat 31 Term

NTP I: July 6, 2022-December 31, 2022

NTP II: January 1, 2023-December 31, 2027

NTP I**JULY 6, 2022- DECEMBER 31, 2022**

PERIOD OF PERFORMANCE/ NTP I DELIVERABLES FSP Tow Truck Purchase, Mobilization, AVL and Radio installation, FSP Driver Training, Project ramp-up, and Tow Vehicle inspections	ESTIMATED BASELINE HOURS	ESTIMATED WEEKEND HOURS SUBJECT TO SBTA APPROVAL	7% MORE HOURS	ESTIMATED TOTAL HOURS	HOURLY RATE	NOT-TO EXCEED AMOUNT
JULY 6, 2022- DECEMBER 31, 2022	N/A	N/A	N/A	N/A	\$0.00	\$0

BEAT 31- FSP SUPPORT**NTP II****JANUARY 1, 2023- DECEMBER 31, 2027****Two Primary FSP Tow Trucks plus one certified FSP Back Up Tow Truck is required**

PERIOD OF PERFORMANCE/ NTP II DELIVERABLES FSP SUPPORT SERVICES	ESTIMATED BASELINE HOURS	ESTIMATED WEEKEND HOURS *Subject to SBCTA Approval*	7% MORE HOURS	ESTIMATED TOTAL HOURS	HOURLY RATE	NOT-TO-EXCEED AMOUNT (TOTAL HOURS X HOURLY RATE) X 2 TRUCKS
YEAR 1: FY 22/23-FY 23/24 (1/1/23-12/31/23)	2,030	750	195	2,975	\$91.11	\$542,105
YEAR 2: FY 23/24-FY 24/25 (1/1/24-12/31/24)	2,030	750	195	2,975	\$91.11	\$542,105
YEAR 3: FY 24/25-FY 25/26 (1/1/25-12/31/25)	2,030	750	195	2,975	\$91.11	\$542,105
YEAR 4: FY 25/26-FY 26/27 (1/1/26-12/31/26)	1,910	750	186	2,846	\$97.98	\$557,702
YEAR 5: FY 26/27-FY 27/28 (1/1/27-12/31/27)	1,910	750	186	2,846	\$97.98	\$557,702
CONTRACT TOTAL	9,910	3,750	956	14,616		\$2,741,718

NTP II YEAR 1-3**EXTRA TIME, NON PENALIZED DOWN TIME AND
PENALIZED DOWN TIME PER MINUTE RATES**

Extra Time: \$1.52 per minute

Non-Penalized Down Time: \$1.52 per minute

Penalized Down Time: \$4.56 Per Minute

NTP II YEAR 4-5**EXTRA TIME, NON PENALIZED DOWN TIME AND
PENALIZED DOWN TIME PER MINUTE RATES**

Extra Time: \$1.63 per minute

Non-Penalized Down Time: \$1.63 per minute

Penalized Down Time: \$4.90 Per Minute

**WEEKEND HOURS, EXTRA WORK HOURS, CFSP
CALTRANS LED, AND SBCTA LED SUPPORT PROJECTS
ARE NOT GUARANTEED AND SUBJECT TO SBCTA
APPROVAL**

Attachment: 22-1002737- Exhibit B (8730 : Award Freeway Service Patrol Contracts - RFP No. 22-1002736 for Beats 9, 14, and 31)

EXHIBIT C – PENALTIES

EXHIBIT C

SUMMARY OF FSP VIOLATIONS AND PENALTIES

Below is a list of penalties that can be assessed to a Contractor if not in compliance with the policies and procedures of the Freeway Service Patrol Program. All final penalties shall be assessed by the determination of SBCTA.

Relevant section	Description of violation	Penalty
12.0	Contractor does not have two (2) primary and one (1) back-up (wheel lift) tow trucks "FSP" ready for SBCTA to install equipment and for CHP to inspect seven (7) business days prior to the start of a Beat.	Flat \$1,000 fine. In addition, should the trucks not be ready by the start of shift, the Contractor shall be fined three times the hourly rate in one minute increments for every minute compliance is not met.
5.0	Not meeting tow truck requirements outlined in the contract.	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
5.0 B	Not having a certified FSP "back-up" tow truck and/or Driver	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
5.0 C	Wheel lift Tow truck not made available <u>within 45 minutes</u> due to equipment/truck breakdown.	The CONTRACTOR has 45 minutes to correct the problem if the breakdown occurs during the shift, the penalty for the forty five (45) minute period will be calculated in one (1) minute increments on a straight hourly rate. Time beyond 45 minutes will be calculated as penalized time (Three (3) times the hourly contract rate in one (1) minute increments). Exact penalized down time rate is detailed in the Contract. If a truck is not ready due to a breakdown at the beginning of a shift, penalty will begin at the beginning of the shift at the penalized rate. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate
12.0	Contractor fines 9.B.4 Contractor fines are assessed for violations of the FSP contract or the SOP that are not directly related to FSP truck operations. This includes but not limited to: Failing to turn required paperwork in on time (Surveys, inspection sheets, etc.), damage to FSP Program equipment, or not supplying Driver the proper equipment as required in the FSP Contract.	The fine amount shall not exceed \$50.00 for each individual occurrence or violation, with the exception of replacement costs.
5.0 E	Tablet Computers not being charged in designated location during non-FSP operational hours.	\$50.00 per tablet
5.0 E	Email correspondence from CHP/SBCTA not being acknowledged. It is critical that the email address that the CONTRACTOR provides is working at all times. CONTRACTOR is required to report problems with email system immediately to SBCTA.	\$100.00 per day of no response
5.0 E	Lost/damaged equipment	Full cost if lost or damaged beyond normal wear and tear. If equipment is repairable, the cost of the repair shall be deducted from contractors invoice.

SOP	Contractor did not follow proper tip procedure per the SOP on Page 40, Section 6.B.	\$50.00 per occurrence
5.0 F	Tampering with FSP AVL equipment	2 FSP shifts (7 hours) at the CONTRACTOR'S penalty rate (3 times the normal hourly rate) plus AVL Technician's transportation, labor, repair and/or replacement costs.
5.0 G	Damage Release/Release of liability forms not completed, not filled out properly, or not submitted within thirty (30) calendar days from the date on the form.	\$5.00-50.00 per incident at the discretion of Commission.
5.0 G	Duplicate customer six digit survey number >10%	\$50 and up. Case by case basis as determined by FSP Management.

Minute Action

AGENDA ITEM: 8

Date: July 6, 2022

Subject:

Update on the Commuter and Motorist Assistance Call Box Program

Recommendation:

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

Background:

In 1987, the San Bernardino County Transportation Authority (SBCTA) established itself as the San Bernardino County Service Authority for Freeway Emergencies (SB SAFE) after the enactment of Senate Bill (SB) 1199 in 1985.

SBCTA operates a call box program that offers motorists travelling on most major highways in San Bernardino County access to a motorist aide call box, that when activated, calls SBCTA's call box answering center. Once the call reaches the answering center, it is determined whether the call needs to be forwarded to the California Highway Patrol (CHP), or if the trained SBCTA answering center operator is able to assist the motorist with requesting Freeway Service Patrol (FSP), or by calling the motorists' roadside assistance provider American Automobile Association (AAA) or another provider or contacting a friend or family member that may be able to offer assistance. Motorist calls which are deemed an emergency (medical emergency, fire, debris on freeway, pedestrians on freeway, accidents, and officer in need of assistance, etc.) are forwarded directly to the CHP for assistance.

SBCTA's call box network consists of approximately 750 cellular call boxes and 27 satellite call boxes, for a total of 777 call boxes. Each cellular and satellite call box is a battery-powered, solar charged roadside terminal, with a microprocessor and a built-in digital cellular or satellite modem that allows for communications to the SBCTA call answering center. All of the call boxes are equipped with a Tele Type (TTY) device. Since inception in 1987, SBCTA's call box network has assisted more than 1.5 million callers. Over the last 12 months, approximately 3,300 calls have been made by motorists. Many of these requests for aide were on highways where cellular reception does not exist or the cellular signal is poor and inconsistent. As mentioned earlier, the SBCTA Call Box Program has 777 call boxes with approximately 31 call boxes being located in the "urban" areas of the county and an estimated 746 call boxes being located in the "rural" areas of the county. Call boxes in the "urban" region are predominately located along freeway transitions. A large number of the "rural" call boxes are in areas that may either have no standard mobile phone cellular coverage, or the coverage is poor and inconsistent. Generally, these highway segments have poor and/or inconsistent cellular coverage: Interstate 40 (I-40), State Route (SR) 18, SR 38, SR 62, SR 127, SR 330, United States (US) Route 95, US 395, and Fort Irwin Road. In these areas, a standard mobile cell phone may not be able to successfully connect to the cellular network. As a result, the call boxes are equipped with a high powered external antenna (and some operate on the satellite communication network) and can provide a connection to the cellular network to complete a call to the call answering center, whereas often a standard cell phone is not able to connect to the cellular network.

Entity: San Bernardino County Transportation Authority

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

- **Exhibit A: Call Box locations from June 2022 in San Bernardino County.**
 - Exhibit A displays the location of all call boxes within the county of San Bernardino. There are additional tables and maps that display the locations by various regions within the county.
- **Exhibits B through G are Call Box locations in six different areas within San Bernardino County.**
 - The data within Exhibits B through G includes the information about the spacing/segment length, the number of call boxes, the number of aide calls, emergency calls, and maintenance calls made between April 1, 2021 through March 31, 2022.
 - The regions have been defined as follows:
 - *Exhibit B: Call Box locations in the Mountain Area.*
 - *Exhibit C: Call Box locations in the Victorville and the Cajon Pass Area.*
 - *Exhibit D: Call Box locations in the Barstow and Nevada Border.*
 - *Exhibit E: Call Box locations on the Interstate 40 (I-40) Corridor.*
 - *Exhibit F: Call Box locations in the Morongo Basin to the Arizona Border Area.*
 - *Exhibit G: Call Box locations in the Valley Area.*
- **Exhibit H: Call Box case studies for calls made between April 1, 2021 through March 31, 2022.**

Financial Impact:

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

Reviewed By:

The item was received by the General Policy Committee on June 8, 2022.

Responsible Staff:

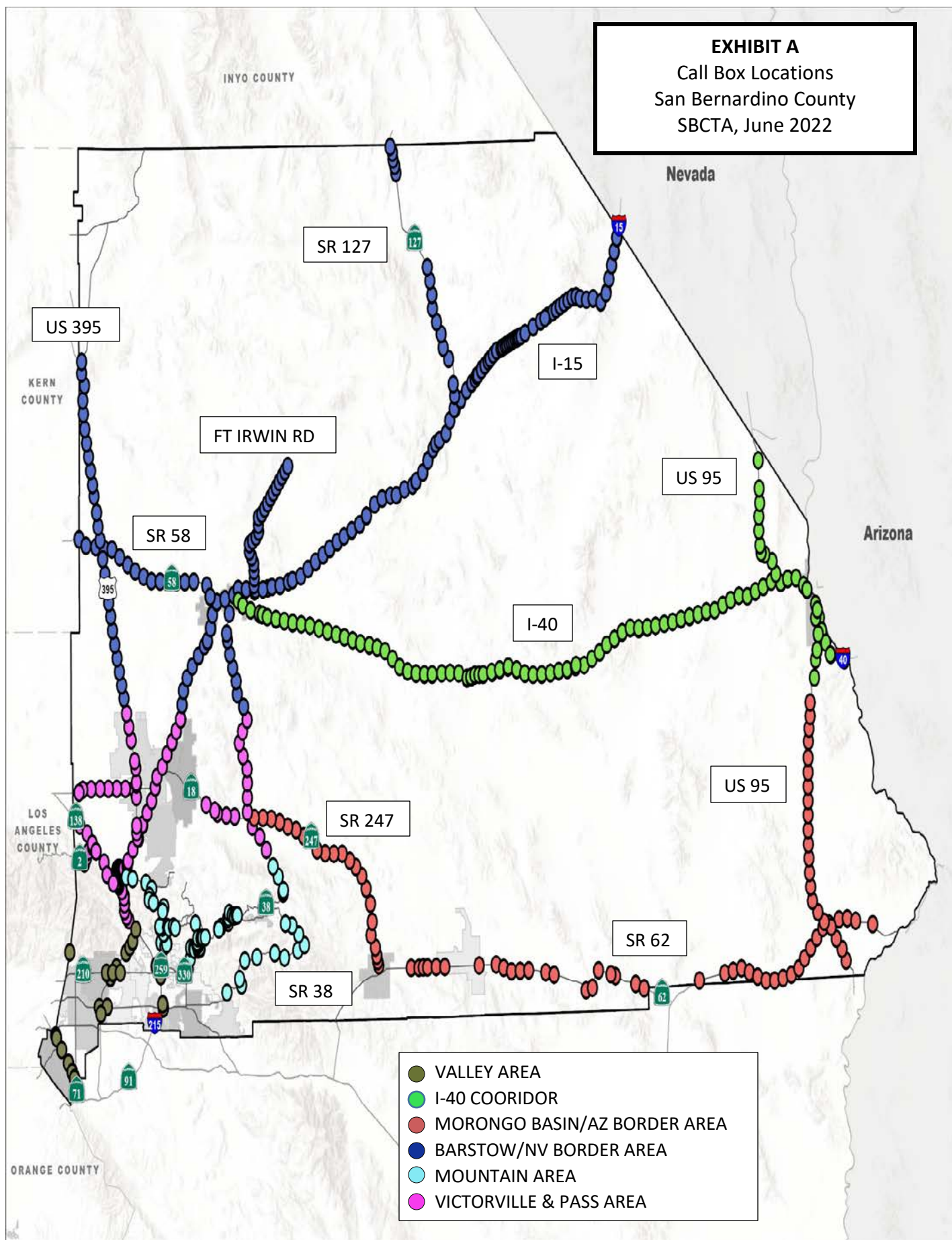
Kelly Lynn, Chief of Air Quality & Mobility Programs

Approved
Board of Directors
Date: July 6, 2022

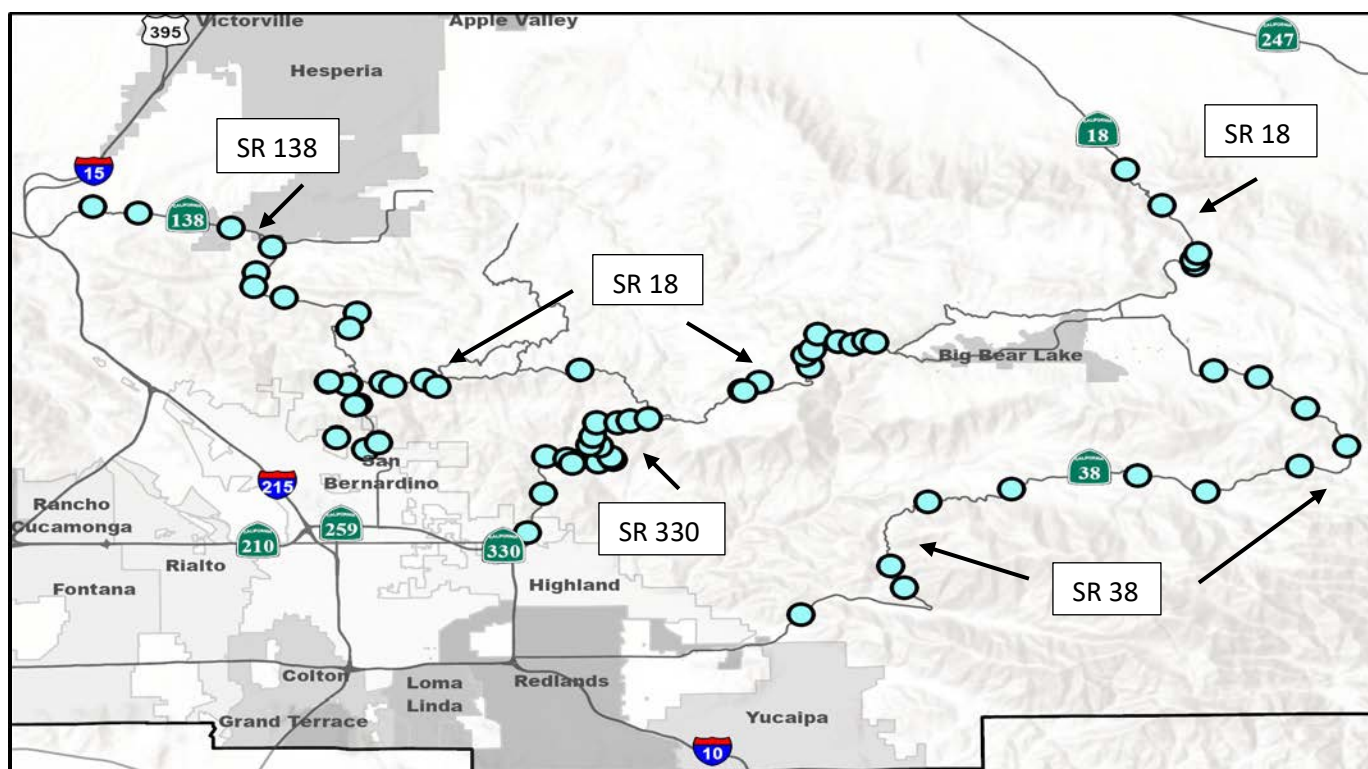
Witnessed By:







EXHIBIT A
Call Box Locations
San Bernardino County
SBCTA, June 2022

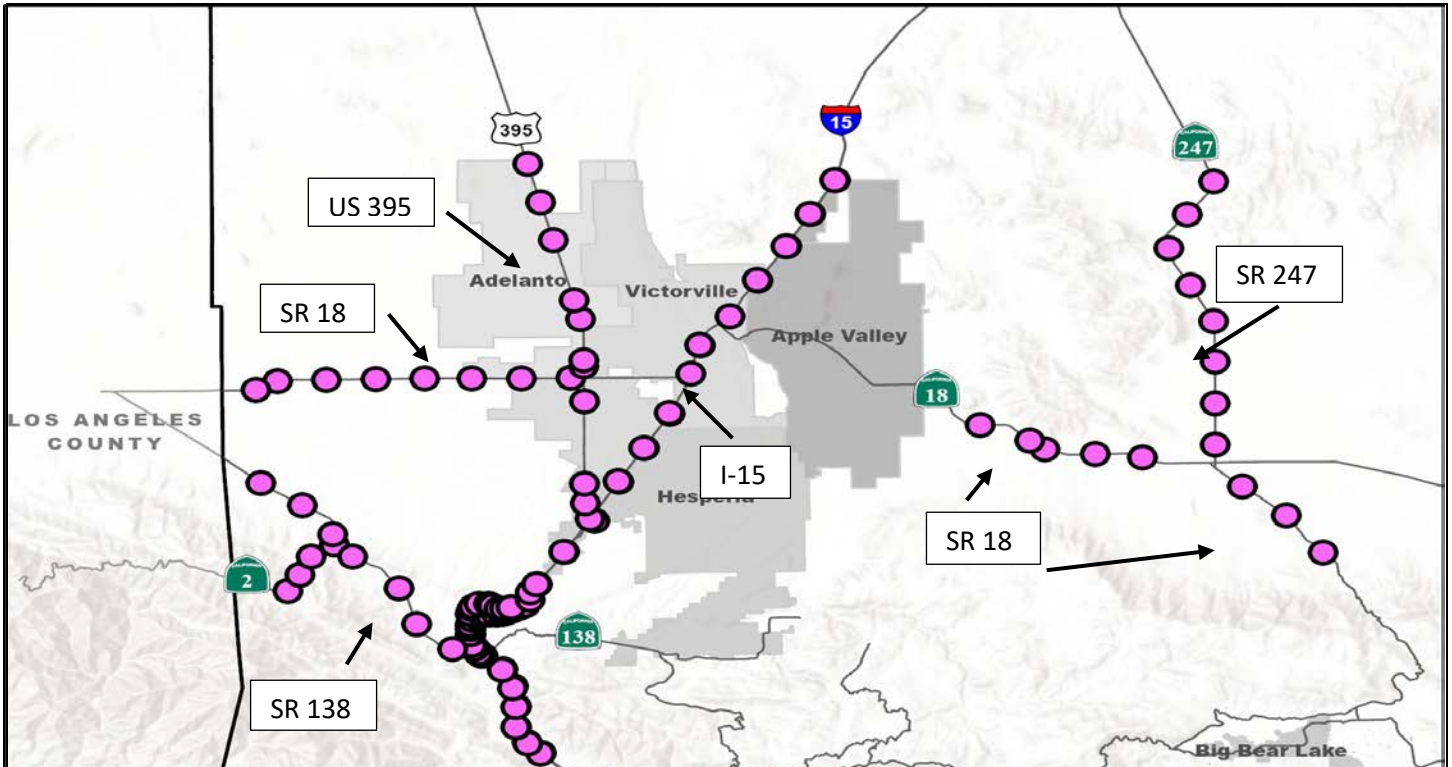
EXHIBIT A
Call Box Locations
San Bernardino County
SBCTA, June 2022









**EXHIBIT B: SBCTA LOCATION OF CALL BOXES MOUNTAIN AREA AND
NO. OF CALLS MADE BETWEEN APRIL 1, 2021 THROUGH MARCH 31, 2022**



FREEWAY/STATE ROUTE		SPACING/SEGMENT LENGTH	NO. OF CALL BOXES	NO. OF AIDE CALLS	NO. OF EMERGENCY CALLS	NO. OF MAINT. CALLS
	Waterman Canyon to Baylis Park	2 mile spacing (~11 miles)	14	85	20	8
	Heaps Arboretum to Big Bear Dam	2 miles spacing (~16 miles)	12	122	7	7
	Cushenberry Grade to South of Camp Rock Road	2 miles spacing (~5 miles)	5	40	6	4
	South of Big Bear to North of Bryant Street	~2 miles spacing (~34 miles)	17	249	30	4
	North of Crestline to East of Interstate 15 (I-15) Avenue	2 mile spacing (14 miles)	9	46	4	6
	Highland Avenue to Running Springs	1 mile spacing (~13 miles)	16	132	20	8

NO. OF CALLS MADE BETWEEN APRIL 1, 2021 THROUGH MARCH 31, 2022

FREEWAY/STATE ROUTE	SPACING/SEGMENT LENGTH	NO. OF CALL BOXES	NO. OF AIDE CALLS	NO. OF EMERGENCY CALLS	NO. OF MAINT CALLS
 Leading to Wrightwood	1-2 miles spacing (~4 miles)	4	5	1	2
 North of Interstate 15/215 (I-15/I-215) Split to North of Victorville City Limits	1/4, 1/2, 1, or 2 miles, depending on grade (~36 miles)	73	223	44	42
 Southbound/Los Angeles County Line to State Route 395 and Laguna Seca Drive to State Route (SR) 247	2 miles spacing (~30 miles)	16	56	19	15
 San Bernardino/Los Angeles (SB/LA) County Line to Interstate 15 (I-15)	2 miles spacing (~10 miles)	7	3	1	1
 Rabbit Springs to 15 miles North of Rabbit Springs	2 miles spacing (~15 miles)	8	17	5	1
 Interstate 15 (I-15) to just North of Purple Sage Street	2 mile spacing (~17 miles)	10	16	6	2

**EXHIBIT D: SBCTA LOCATION OF CALL BOXES BARSTOW/NEVADA BORDER AND
NO. OF CALLS MADE BETWEEN APRIL 1, 2021 THROUGH MARCH 31, 2022**

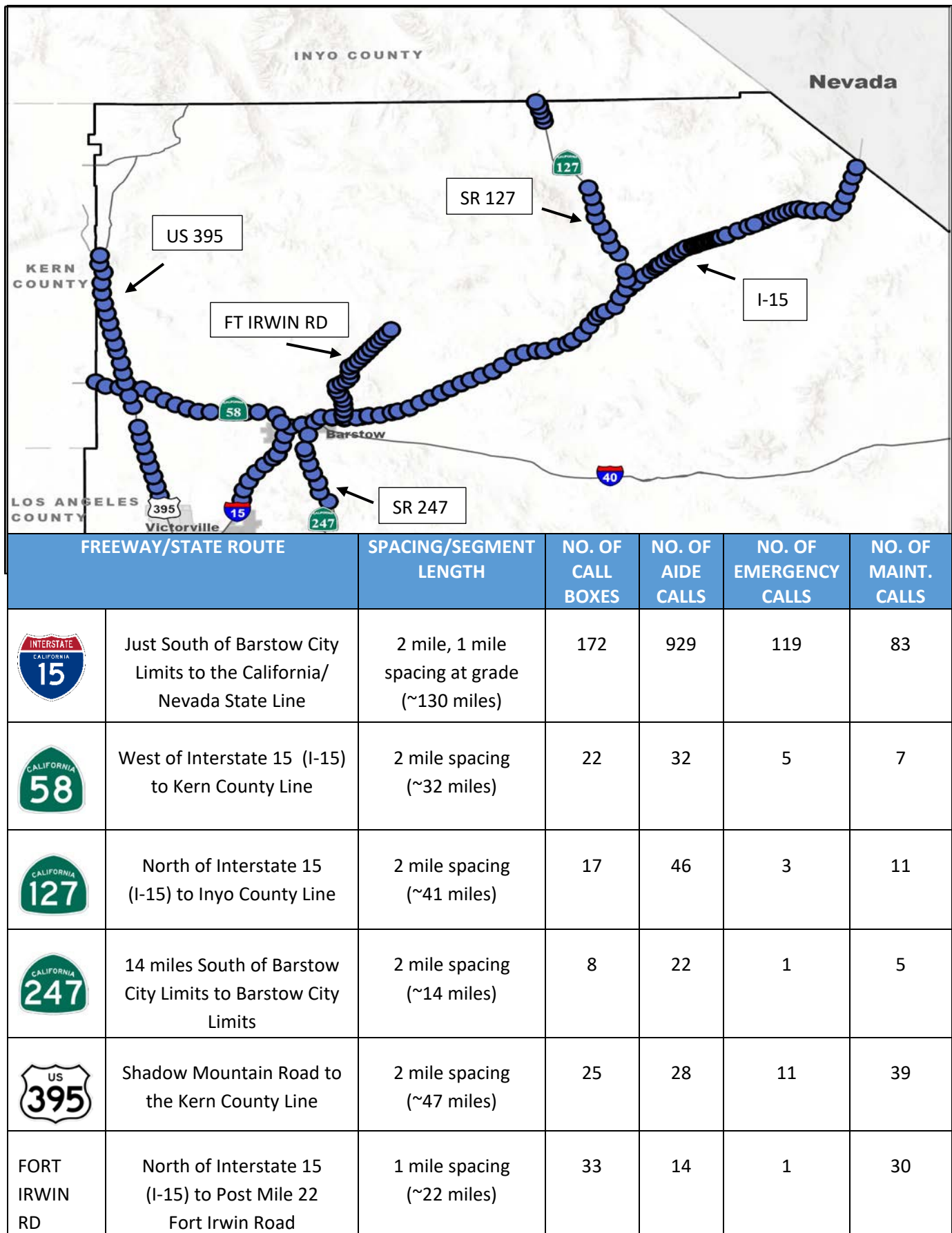
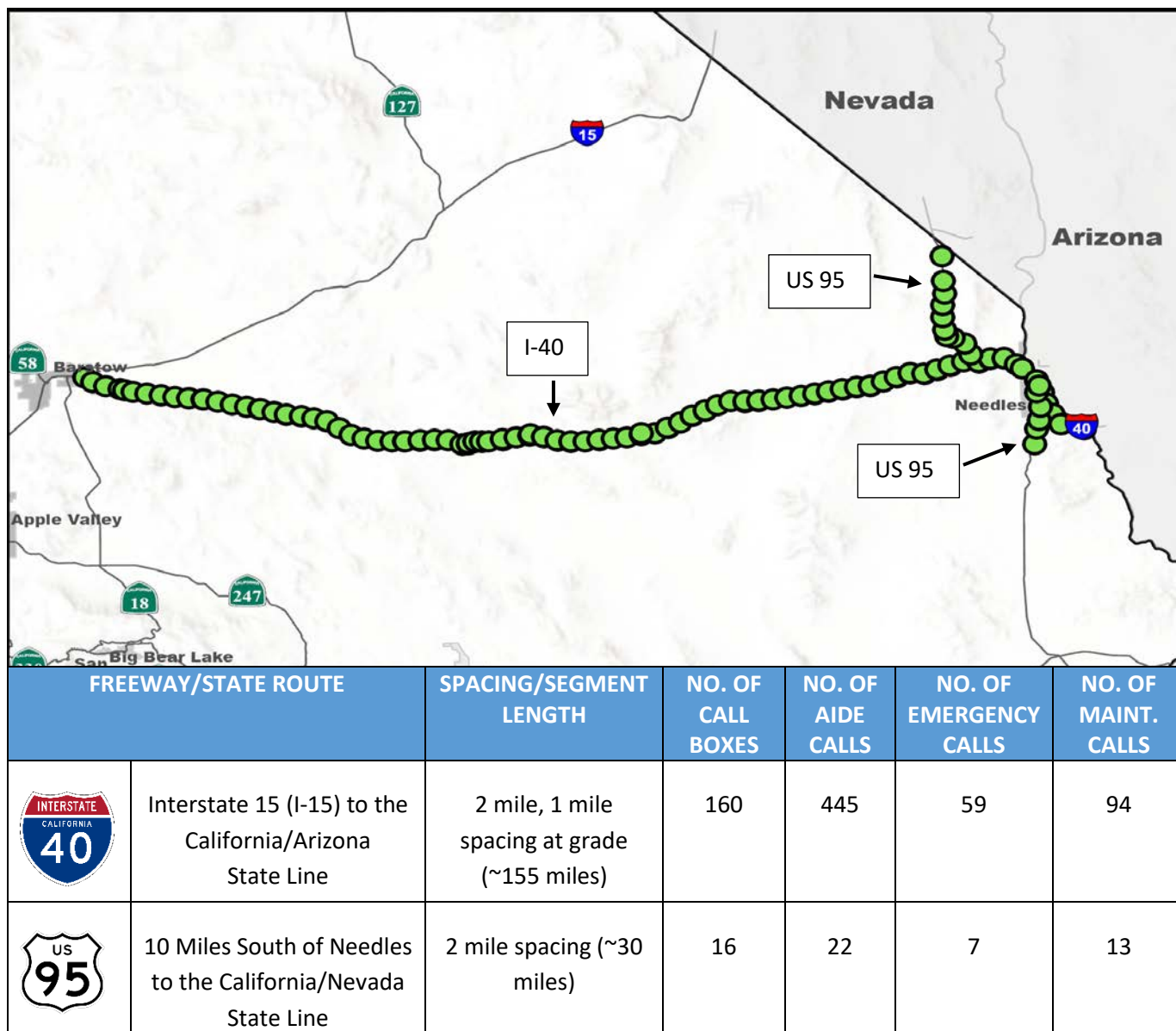
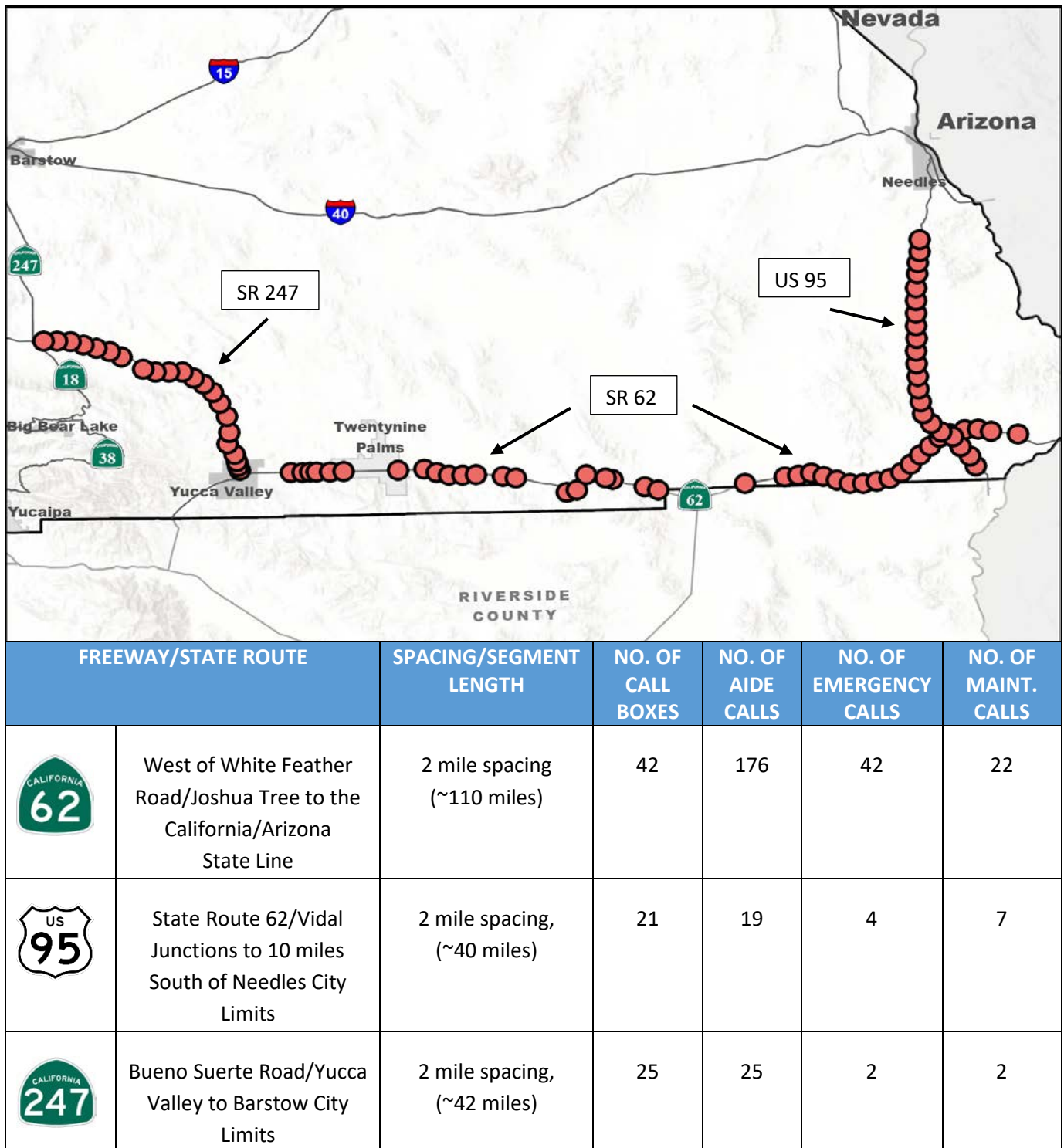


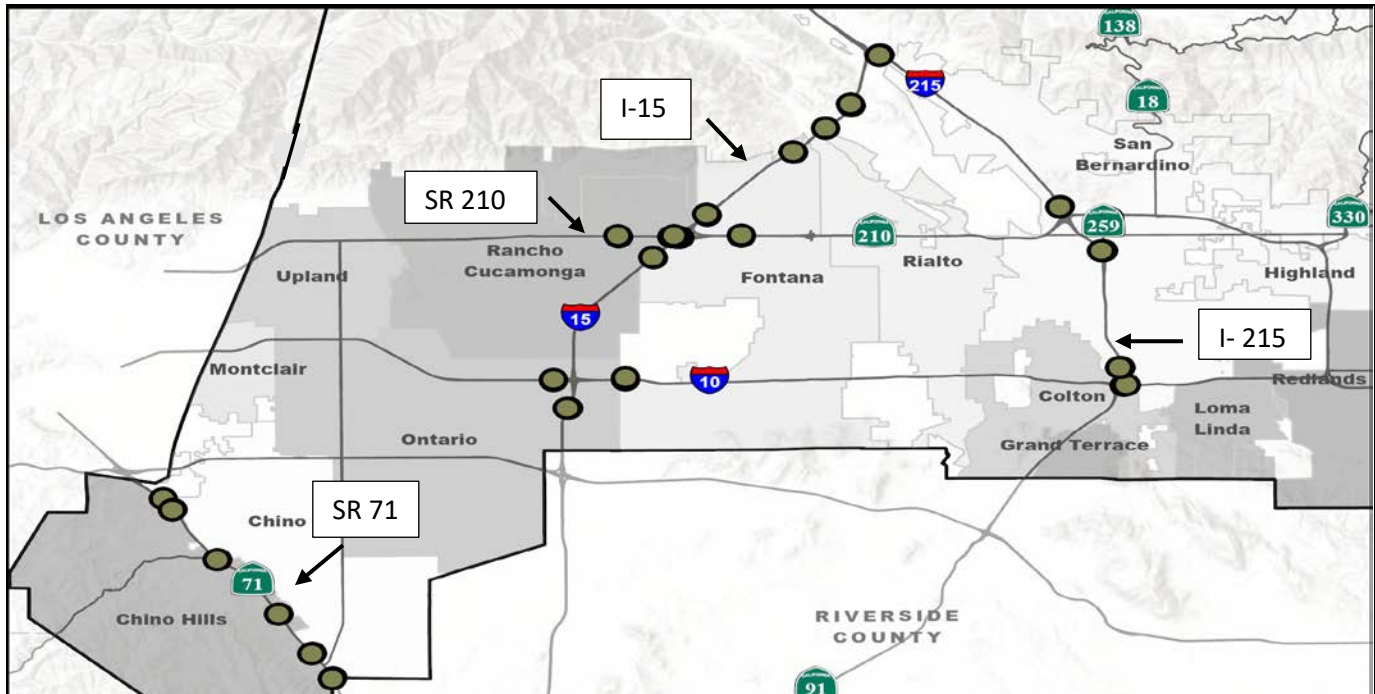
EXHIBIT E: SBCTA LOCATION OF CALL BOXES INTERSTATE 40 (I-40) CORRIDOR
AND
NO. OF CALLS MADE BETWEEN APRIL 1, 2021 THROUGH MARCH 31, 2022



**EXHIBIT F: SBCTA LOCATION OF CALL BOXES MORONGO BASIN TO THE
ARIZONA BORDER AREA AND
NO. OF CALLS MADE BETWEEN APRIL 1, 2021 THROUGH MARCH 31, 2022**



**EXHIBIT G: SBCTA LOCATION OF CALL BOXES VALLEY AREA AND
NO. OF CALLS MADE BETWEEN APRIL 1, 2021 THROUGH MARCH 31, 2022**









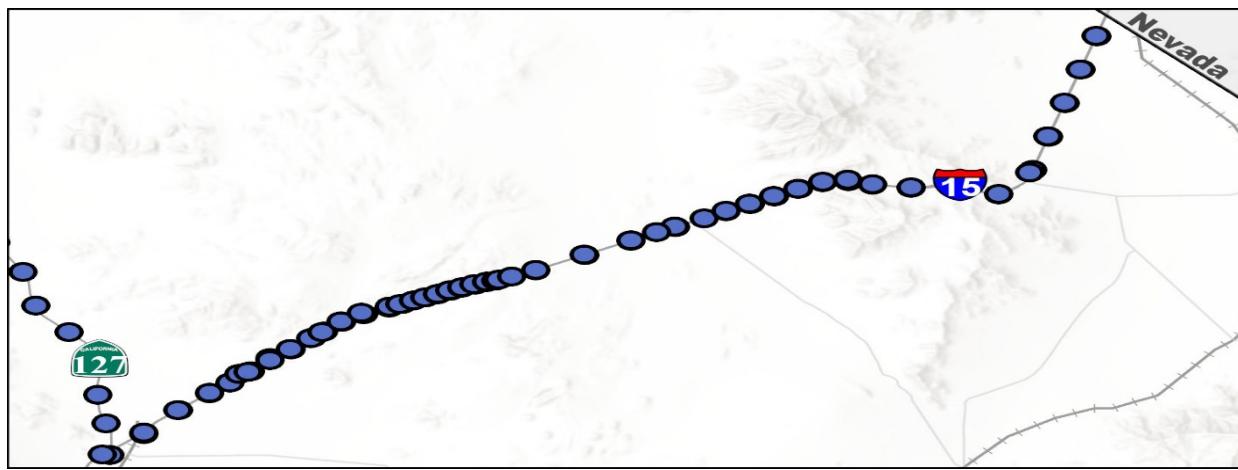
FREEWAY/STATE ROUTE		SPACING/SEGMENT LENGTH	NO. OF CALL BOXES	NO. OF AIDE CALLS	NO. OF EMERGENCY CALLS	NO. OF MAINT CALLS
	Interstate 15 (I-15) and Interstate-215 (I-215) Freeway Transitions	Freeway Transitions	6	15	2	3
	Interstate 10 (I-10) Freeway Transitions	Freeway Transitions	14	12	4	1
	San Bernardino/Riverside County Line to San Bernardino/Los Angeles County Line	2 mile spacing, (~8 miles)	11	21	2	8
	Interstate 15 (I-15) Freeway Transitions	Freeway Transitions	6	35	4	3
	Orange Show Road to Interstate 15/ Interstate 215 (I-15/I-215) Interchange	Freeway Transitions	8	NA	NA	NA
	Interstate 215 (I-215) to State Route 210 (SR 210)	Freeway Transitions	2	9	4	0

EXHIBIT H: SBCTA CALL BOX CASE STUDIES

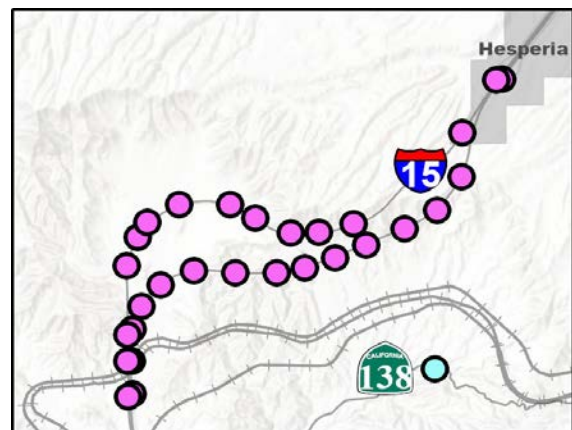
Case Study No. 1: Highway use at grade -Interstate 15 (I-15) Halloran Springs Rd (12 miles North of Baker) to the California/Nevada State line

There are 60 call boxes, installed in pairs, located on this 35 mile segment of freeway. The use for these call boxes is largely requests for motorist aide, but there also a small percentage of the calls for emergency related requests. Between April 1, 2021, and March 31, 2022, there were a total of 434 calls. Most of these calls were requests for motorist aide services due to engine issues, overheated vehicles, and other mechanical problems with vehicles. The call boxes in this area are generally spaced every two (2) miles, and those located on a grade are spaced at closer intervals (one (1) mile or one-half (1/2) mile intervals). .

For example, there is a four (4) to five (5) mile segment north of Halloran Springs Road and at this location the grade differential is 1000 feet. The sixteen (16) call boxes located on this stretch of highway are installed at one half (½) mile spacing to minimize the amount of walking a motorist would need to do to access a call box for assistance. These sixteen (16) call boxes were used to make 141 calls during the twelve (12) month reporting period.



On Interstate 15 (I-15) at the Cajon Pass, the grade is quite steep - six percent (6%). Within this one and a half mile section (see graphic), the call boxes have been used 92 times for roadside assistance or emergency calls during the twelve (12) month reporting period. There are fifteen (15) call boxes on this one and half mile segment, 74 of the call box calls were for aide and 18 calls for emergencies.

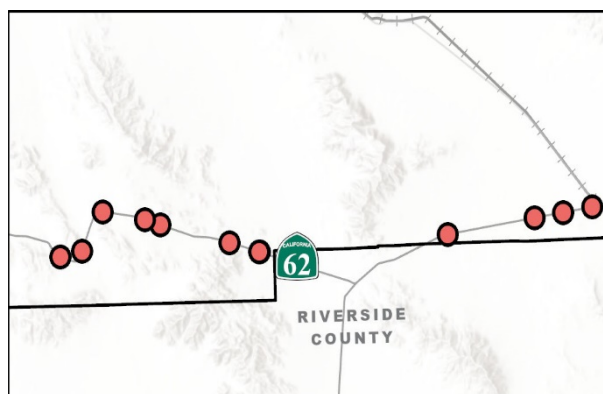


Case Study No. 2: No cell coverage or weak cell phone coverage - State Route 62 (SR 62) - East of Twentynine Palms to Vidal Junction and State Route 38 (SR 38) South of Big Bear City to North of Bryant Street

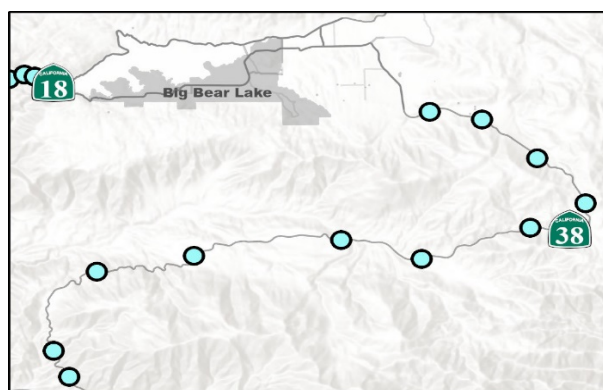
8.h

There are various locations within the County that have no cell phone coverage, or the cell phone coverage is too weak for a standard cell phone to connect to the cellular network. In many of these locations, the standard configuration of the call box can connect to the cellular network, where regular cell phones cannot. The SAFE has also equipped call boxes with high gain external antennas to enhance the cellular signal so that a call box can successfully connect to the cellular network. In addition, there are some locations where SBCTA SAFE has installed satellite call boxes that operate in the satellite communication network. Locations that have been identified to have weak/inconsistent (or no) cell phone coverage are in various areas along these highways/freeways: Interstate 40, State Route (SR) 18, SR 38, SR 62, SR 127, SR 330, United States Route 95 (US 95) and US 395, and Fort Irwin Road.

On SR 62, the cell phone service in this area is known to be weak or nonexistent according to the call box maintenance contractor. Within this corridor, two (2) call boxes are satellite and ten (10) call boxes are cellular call boxes. These twelve (12) call boxes were used 149 times in the last twelve (12) months for calls requesting aide or seeking help for an emergency. Most of these calls were for roadside assistance.



On SR 38, another known area with weak and inconsistent coverage for standard cell phone, there are seventeen (17) call boxes installed with two (2) mile spacing. Nine (9) of the seventeen (17) call boxes are satellite call boxes. From April 1, 2021 through March 31, 2022 these call boxes were used 279 times. A majority of the calls were request for roadside assistance.



Minute Action

AGENDA ITEM: 9

Date: July 6, 2022

Subject:

Award Contract Task Order No. 2 for Construction Management Services for the Interstate 215 University Parkway Interchange Project

Recommendation:

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

Award Contract Task Order No. 2 for Construction Management Services for the Interstate 215 University Parkway Interchange Project to Kleinfelder Construction Services, Inc., Contract No. 22-1002705, in an amount not-to-exceed \$2,180,479.83.

Background:

The Interstate 215 (I-215) University Parkway Interchange Project (Project) would address congestion and improve traffic operations and freeway access at the interchange at University Parkway and the I-215 in the City of San Bernardino (City). The Project proposes to replace the existing tight diamond interchange configuration with a Diverging Diamond Interchange (DDI) configuration. The Project is currently in the final design phase with approval of the 60% design plans by the California Department of Transportation, who is the oversight agency for the Project. In anticipation of the completion of the 95% plans in fall 2022, staff is recommending that the Construction Management (CM) firm be brought on board to perform constructability reviews and provide construction feedback as the Plans, Specifications, and Estimates (PS&E) package is being completed for advertisement.

On December 1, 2021, the San Bernardino County Transportation Authority (SBCTA) Board of Directors, approved contracts to five (5) firms to serve on the CM Services On-Call bench selected via a competitive procurement. This Project was contemplated as one of the projects to be released to the On-Call bench and was referenced in the December 1, 2021 staff report. The CM Services contract will be funded with Measure I and City funds in accordance with Cooperative Agreement No. 19-1002205 with the City. On March 22, 2022, a Request for Task Order Proposals for On-Call CM Services was released to all five (5) firms on the bench. On April 11, 2022, three (3) proposals were received from the following firms (in alphabetical order):

- Anser Advisory Management, LLC (Contract No. 22-1002663)
- Kleinfelder Construction Services, Inc. (Contract No. 22-1002705)
- SYRUSA Engineering, Inc. (Contract No. 22-1002706)

The Evaluation Committee, consisting of two SBCTA staff members and one City staff member, thoroughly reviewed each proposal and independently scored each firm against the scoring criteria outlined in the Request for Task Order Proposals, which was: Proposed Staffing and Project Organization - 40%, and Work Plan - 60%. On April 14, 2022, the Committee met and ranked the firms based on total score. At the completion of discussions, the total scores provided by the panel members indicated a clear top ranked firm. Because the score was far above the other firms, and after careful consideration of the reasons why the firm was the top ranked

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

July 6, 2022

Page 2

proposer, Kleinfelder Construction Services, Inc., is being recommended to be awarded Contract Task Order (CTO) No. 2 for On-Call CM Services. Kleinfelder Construction Services, Inc., is considered the best qualified firm for the Project for the following reasons:

- The detail in the proposal demonstrated the firm's thorough knowledge of the Project
- The firm identified several issues and good solutions to those issues
- The firm offered the highest qualified staff assigned to the CTO
- The proposal included a reasonable schedule and work plan

Subsequent to the Evaluation Committee's recommendation for selection, staff negotiated the final cost and scope with Kleinfelder Construction Services, Inc., for CTO No. 2. Staff recommends the award of CTO No. 2 for On-Call CM Services, for a total not-to-exceed amount of \$2,180,479.83.

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget under Task 0830 (Interchange Projects), Sub-Task 0853 (I-215 University).

Reviewed By:

This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 9, 2022. SBCTA Procurement Manager and Risk Manager have reviewed this item and the draft CTO.

Responsible Staff:

Khalid Bazmi, Construction Manager

Approved
Board of Directors
Date: July 6, 2022

Witnessed By:

Attachment A**SCOPE OF WORK****INDEX**

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

A. DESCRIPTION OF SERVICES

The San Bernardino County Transportation Authority (SBCTA) will utilize the services of CONSULTANT to support the construction activities for the I-215 University Parkway Interchange project (Project). The CONSULTANT will provide constructability reviews, construction management, materials testing, construction surveying and source inspection, and support SBCTA's public outreach team for the Project. A description of the Project is given below.

Project General Description:

SBCTA and the City of San Bernardino (City), in cooperation with the California Department of Transportation (Caltrans) and the Federal Highway Administration (FHWA), proposes to improve the Interstate 215 at University Parkway in the City of San Bernardino to address forecasted traffic growth and reduce congestion.

The project objectives are to implement improvements that will enhance traffic operations and reduce existing traffic congestion along University Parkway and improve freeway access. The proposed project will reconstruct the existing tight diamond interchange into a Diverging Diamond Interchange (DDI). The project will provide new traffic signals and signage, widen the northbound offramp from three lanes to three dedicated right turn lanes and one left turn lane, widen the southbound onramp from two lanes prior to the taper to three lanes, and improve bicycle and pedestrian access.

Specific construction elements of the project improvements include the following features:

- A. Reconfigure the existing tight diamond configuration to a DDI by reconstructing both ramp intersections and constructing DDI islands.
- B. Construct new signals and signage structures including two truss signage structures, one above the northbound offramp and the other over westbound University Avenue prior to the interchange. Also construct one cantilever type signage structure over eastbound University Avenue.
- C. Construct pedestrian and bicycle facilities including curb ramps and a median pedestrian walkway protected by modified type 732 concrete barriers.
- D. Modify or construct drainage system improvements at various locations.
- E. Provide stormwater treatment features to treat runoff from pavement surfaces.
- K. Modify or add traffic signal and ramp metering systems.
- L. Utilities will be relocated, as needed, to accommodate the interchange improvements. Where possible, existing utilities in conflict with the proposed improvements will be relocated in advance of the interchange improvement project.
- M. Some gore areas and DDI islands will be aesthetically enhance with hardscape elements.

New permanent right of way is required to extend Caltrans access control limits. In certain areas, temporary construction easements (TCEs) will be obtained to provide access to the work and to facilitate construction. TCEs are anticipated to allow relocation of an existing driveway and closure of an existing driveway along with site improvements to parking and access. Encroachment permits are expected to be obtained from the County of San Bernardino and the State.

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

SERVICES

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

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

The Resident Engineer assigned for this project shall be licensed as a Professional Civil Engineer in the State of California at the time of proposal submittal through the duration of the contract. The Consultant is expected to provide a Survey Project Manager and Materials Testing/Source Inspection Project Manager to administer the construction support services requested herein and to assign qualified field personnel to perform the requested services. Furthermore, the Resident Engineer shall act as the public outreach liaison to assist SBCTA's Public Information Office in implementing the Public Outreach Program established for this project.

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

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

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

Mr. Khalid Bazmi, Construction Manager

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

B. PERFORMANCE REQUIREMENTS

Construction Management: CONSULTANT shall furnish a Project Manager/Resident Engineer to coordinate CONSULTANT operations with SBCTA. The CONSULTANT Project Manager shall be responsible for all matters related to CONSULTANT personnel and operations. The CONSULTANT Project Manager may also serve as the Resident Engineer. Other Assistant Resident Engineers may be assigned to each specific project responsibilities as needed. The Resident Engineer shall be a Civil Engineer registered in the State of California and shall be in charge of construction management and construction activity within the Project.

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

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

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

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

CONSULTANT personnel shall be knowledgeable of and comply with all applicable local, state, and federal regulations. CONSULTANT personnel shall cooperate and consult with

SBCTA, State, Union Pacific Railroad, (UPRR), utility agencies and City officials during the course of the Project. CONSULTANT personnel shall perform duties as may be required to assure that construction is being performed in accordance with the Project plans and specifications. CONSULTANT personnel shall keep accurate and timely records and document all work performed by the Contractor and CONSULTANT.

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

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

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

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

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

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

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

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

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

the construction is being performed in accordance with the Project plans and specifications. CONSULTANT's personnel will keep records and document the work as directed by the Resident Engineer.

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

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

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

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

CONSULTANT personnel will:

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

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

C. DUTIES AND RESPONSIBILITIES

1. Pre-construction Services
2. Schedule

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

3. Budget

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

4. Constructability Review

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

1. Early Utility Relocation

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

1. Review of utility relocation plans
2. Utility coordination
3. Survey
4. Inspection
5. Bid Process
6. Bid Documents

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

1. Review of bid documents
2. Preparation of bid tabulations
3. Pre-construction Meetings

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

1. Contract Award

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

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

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

3. Project Administration

- a. CONSULTANT shall administer Project construction contracts using Caltrans Construction Manual and Local Assistant Procedures Manual as a guideline.
- b. CONSULTANT shall conduct regular Project coordination meetings with Contractor, SBCTA, local agencies, UPRR and design engineer, as appropriate.
- c. CONSULTANT shall prepare Contractor progress payments and maintain payment records and supporting documentation. All progress payments shall be reviewed by SBCTA for approval.
- d. CONSULTANT shall provide reports as needed to comply with specific funding requirements.
- e. CONSULTANT shall establish and maintain Project records in accordance with the Caltrans Construction Manual. Project record keeping shall include, but are not limited to, correspondence, memoranda, contract documents, change orders, claims, SBCTA and engineer directives, meeting minutes, shop drawings, supplementary drawings, and requests for payment. CONSULTANT shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractors, subcontractors, and principal material suppliers.
- f. CONSULTANT shall establish and maintain a filing system in hard copies files and in electronic forms for each Project using the Caltrans Construction Manual as a guideline. Electronic data documentation will be required to be uploaded weekly to the SBCTA Major Projects Portal
- g. CONSULTANT shall monitor Contractors' construction schedules on an ongoing basis and alert SBCTA to conditions that may lead to delays in completion of the Project.
- h. CONSULTANT shall prepare and submit a monthly Activity Summary Report for the Project in a format approved by SBCTA. The activity report shall include among other items status of Storm Water Pollution Prevention Plan (SWPPP) issues, RFIs, contract change orders, and notice of potential claims; construction activities completed, ongoing, and upcoming; status of Project budget and schedule, and other highlights and critical issues.
- i. CONSULTANT shall review and ensure compliance with environmental requirements.
- j. CONSULTANT shall participate in partnering sessions with the Contractor, SBCTA, and Local Agencies, as required.
- k. CONSULTANT shall ensure that the Project meets all provisions of the SBCTA Construction Materials Quality Assurance Program and Caltrans Quality Assurance Program Manual.

- l. CONSULTANT shall review Contractors' certified payroll records and ensure compliance with the requirements of the construction contract.
 - m. CONSULTANT shall ensure that the Project meets all provisions of the SWPPP.
 - n. CONSULTANT shall assure that the Project meets all applicable regulations of the Air Quality Management District (AQMD) and State Water Resource Control Board (SWRCB).
 - o. CONSULTANT shall maintain redlined as-built plans on an ongoing basis throughout the duration of the Project. Redlined plans shall show all changes made to the original contract plans, each change identified with the name of the approver, date of change approval, and Contract Change Order (CCO) number, if applicable. CONSULTANT shall coordinate final as-built plans submittal between design engineer and Caltrans to obtain Caltrans acceptance of as-built plans.
4. Construction Coordination
- a. CONSULTANT shall provide a minimum of one qualified Resident Engineer to effectively manage the Project.
 - b. CONSULTANT Resident Engineer shall act as a prime point of contact between Contractor, SBCTA, CONSULTANT's construction surveyor, CONSULTANT's materials inspector/source inspection, and utility companies. CONSULTANT may, when requested by SBCTA, act as point of contact between design engineers, cities, and the public. CONSULTANT shall ensure coordination with property owners adjacent to Project right-of-way to ensure timely communication regarding property-condition survey and construction activities and scheduling.
 - c. CONSULTANT shall maintain regular contact with the SBCTA Construction Manager.
 - d. CONSULTANT shall coordinate utility relocations with utility companies and their designees, as well as the utility inspector.
 - e. CONSULTANT shall proactively review Project plans and special provisions for possible errors and deficiencies prior to construction of any specific element and report such findings to SBCTA. Should SBCTA determine that changes are necessary, CONSULTANT shall assist in implementation and processing of change orders in accordance with contract documents.
 - f. CONSULTANT shall proactively review Project plans and special provisions; monitor, coordinate, and track construction progress schedule and RFIs; and communicate with various agencies prior to construction of any specific elements to ensure the Project proceeds on schedule and according to the order of work in the plans and special provisions. CONSULTANT shall expedite work, as required, to maintain schedule in conjunction with the overall construction staging program.
 - g. CONSULTANT shall coordinate review of shop drawings and Requests for

Information (RFI) with the SBCTA Construction Manager. CONSULTANT shall log and track all submittals and requests.

- h. CONSULTANT shall provide a qualified SWPPP Coordinator who along with the Resident Engineer shall review and certify contractor prepared SWPPP and coordinate approval with SBCTA and the State Water Resource Control Board. The SWPPP Coordinator shall be at a minimum a Qualified SWPPP Developer (QSD) and a Qualified SWPPP Practitioner (QSP). CONSULTANT shall provide at a minimum weekly SWPPP monitoring and shall cooperate with all monitoring agency inspections and field reviews.
 - i. CONSULTANT shall coordinate the implementation of any changes with the SBCTA Construction Manager and the design engineer.
 - j. CONSULTANT shall review and approve falsework and shoring plans. CONSULTANT shall perform profilograph of the new bridge deck as per Caltrans requirements and standards.
 - k. CONSULTANT shall review and approve Traffic Control Plans and forward to SBCTA for Caltrans/City/County approvals, as necessary.
 - l. CONSULTANT shall coordinate all Project construction activities with other on-going projects within and adjacent to the Project limits.
5. Construction Inspection
- a. CONSULTANT shall coordinate all required inspections necessary for the Project. CONSULTANT shall ensure that appropriate City, UPRR and local agencies are notified and present as required throughout the Project. CONSULTANT shall notify SBCTA immediately regarding any directives, recommendations, notices, etc. received from agencies other than SBCTA.
 - b. CONSULTANT shall perform daily on-site observations of the progress and quality of construction to determine if the work being performed is in general conformance with the contract documents, all applicable laws, codes, and ordinances. CONSULTANT shall observe and document the usage of UPRR flagman during construction.
 - c. CONSULTANT shall have valid Contractor Orientation Course Certificate prior to entering UPRR property.
 - d. CONSULTANT shall exercise reasonable care and diligence to discover and promptly report to SBCTA any and all defects or deficiencies in the materials or workmanship used in the Project.
 - e. CONSULTANT personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications, Caltrans Standard Plans, Caltrans Erosion Control and Highway Planting requirements, safety standards and State Water Resources Control Board requirements. CONSULTANT personnel shall have the

ability to read and interpret construction plans and specifications. CONSULTANT personnel shall also have knowledge of State of California Construction Safety Orders (CalOSHA) and traffic control practices as specified in the Work Area Traffic Control Handbook (WATCH). In addition, CONSULTANT personnel shall be thoroughly familiar with the construction requirements of Caltrans' Storm Water Pollution Prevention Program.

- f. Assignments to be performed by CONSULTANT personnel shall include, but are not limited to, the following:
- 1) Paving and subgrade inspection, sub-surface & finish surface drainage inspection, structures and foundation inspection, electrical inspection for traffic, ramp meter and irrigation control equipment, signing and striping inspection, quantity calculations, checking grade and alignment, construction traffic control, soil amendments and plant material identification & quality control, hardscape inspection, trenching & irrigation inspection and duties that may be required to determine that construction of the Project is being performed in accordance with the contract documents.
 - 2) Identifying actual and potential problems associated with the Project and recommending sound engineering solutions.
 - 3) Identifying common plant diseases and/or pests together with their respective eradication techniques, directing of plant adaptability requirements along with proper planting & pruning techniques, and avoiding potential problems associated with the Project by recommending sound engineering solutions.
 - 4) Perform basic sampling of construction materials in the field per California Test Method 105 and 125 by both the prime and subconsultant personnel.
 - 5) Maintaining awareness of safety and health requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions for the protection of the public and Project personnel.
 - 6) Preparing complete and accurate daily reports, calculations, project records, payment quantity documents, reports, and correspondence related to Project activities.
 - 7) Preparing construction sketches, drawings, and cross-sections, as necessary.
 - 8) Assisting in the preparation of as-built plans.
 - 9) Providing inspections for environmental compliance.
 - 10) Maintaining awareness of water discharge requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions.

- 11) Monitoring Contractors' compliance with applicable regulations required by AQMD.
- 12) Other duties as may be required or reasonably requested.

6. Project Support

a. Construction Surveys

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

1) Construction Surveys

CONSULTANT shall perform construction staking and calculations as needed.

- a) Survey calculations and adjustments shall be performed with established and computed coordinates based on the California Coordinate System.
- b) Cross-section data collection shall be performed by conventional and terrain line interpolation survey methods.
- c) Survey data will include topography, cross-section, and other survey data in computer formats compatible with the Caltrans computer survey and design systems.
- d) Prepare and maintain survey documents. Survey documents include survey field notes, maps, drawings, and other survey documents.
- e) Perform construction staking as directed by Resident Engineer, including but not limited to:
 - i. Utility relocations including pre-construction efforts, if required
 - ii. Clearing limits
 - iii. Slope staking
 - iv. Storm drain, sanitary sewer, and irrigation systems
 - v. Drainage structures
 - vi. Curbs, gutters, and sidewalk

- vii. Horizontal and vertical control for structures and portions of structures (bents, abutments, wingwalls, etc.)
- viii. Rough grade
- ix. Finish grade

- f) Monitor for settlement, if required.
- g) Global Positioning Satellite (GPS) equipment shall be made available if required by SBCTA.

2) Grid Grades

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

3) Open Ended Traverses and Profile Data Sheets

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

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

4) Three Line Profiles

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

5) Right of Way Lines

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

- a) Right of way monumentation shall be renewed and restored in accordance with Section 10.4 of the Caltrans "Survey Manual" and the State of California Land Surveyor's Act.
- b) Corner records and records of surveys shall be prepared and filed in accordance with the applicable standards and the State of California Land Surveyor's Act and the California Subdivision Map Act.
- c) Perpetuate existing monumentation, which includes restoring, renewing, referencing, and resetting existing boundary related monumentation. In addition, stake areas where construction disturbs

the existing right of way, preparing and filing required maps and records.

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

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

6) Special Design – Data Surveys

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

7) Control Survey

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

8) Topographic Surveys

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

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

b. Materials Testing, Source Inspection and Geotechnical Services

- 1) CONSULTANT will provide experienced personnel, equipment, and facilities to perform various construction materials sampling and testing including source inspection as required. Laboratory and field materials testing will be used to ensure that structure and roadway construction work conforms to California State Department of Transportation (Caltrans) standards, specifications, and special provisions for material quality and workmanship.

- 2) All field and laboratory testing are to be performed in accordance with California Test Methods.
- 3) CONSULTANT will be responsible for the accuracy and completeness of all test data compilation and results.

c. Public Outreach

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

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

upon to develop (with input from SBCTA) and maintain a task list of deliverables for this event. CONSULTANT will acquire the necessary items authorized for the event. CONSULTANT will be responsible for set up and breakdown of the event site.

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

- 2) All requests for speaking to government councils, boards, chambers of commerce or similar business or social groups shall be directed to the SBCTA Public Information Office before agreeing to appear.
- 3) All media inquiries shall be directed to the SBCTA Public Information Office.

d. Permits

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

7. Cost and Schedule

a. CONSULTANT shall monitor and track the following:

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

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

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

8. Contract Change Orders and Claims

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

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

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

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

- c. CONSULTANT shall use its best efforts to identify all potential claims, track and monitor unresolved claims. The CONSULTANT shall implement appropriate claims avoidance processes where in the best interests of SBCTA as determined by SBCTA's Construction Manager. CONSULTANT shall provide timely responses to all potential claims and maintain a correspondence log for each potential claim.
- d. CONSULTANT shall assist SBCTA, as requested, in the identification, resolution, and final disposition of claims filed by the Contractor or third parties against SBCTA or the Project.

9. Safety

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

- a. CONSULTANT shall implement and conduct a comprehensive safety program including regular tail-gate safety meetings for CONSULTANT personnel. CONSULTANT shall provide SBCTA with monthly status of safety reports.
- b. CONSULTANT shall comply with State of California Construction Safety Orders and provisions of the Caltrans Construction Manual.
- c. CONSULTANT shall provide appropriate safety training for all CONSULTANT field personnel.
- d. CONSULTANT shall obtain and maintain Contractor Orientation Course Certificate prior to entering UPRR Right of Way.
- e. CONSULTANT shall provide all necessary safety equipment as required for CONSULTANT personnel.

10. Project Close Out

- a. CONSULTANT shall prepare a list of items to be completed and/or corrected by the Contractor for final completion of the Project.
- b. CONSULTANT shall collect and furnish as-built information to the design engineer for preparation of as-built drawings including pre-stress drawings and pile logs, and any other documents required by Caltrans as applicable.

- c. CONSULTANT shall review and verify completeness of as-built drawings.
- d. CONSULTANT shall conduct a final walk-through with SBCTA, Local Agencies, UPRR, Contractors, and design engineers.
- e. CONSULTANT shall prepare final construction reports including the Project Completion Report.
- f. CONSULTANT shall prepare and deliver to SBCTA all Project files including hard copies and electronic files.
- g. CONSULTANT shall assist SBCTA and Contractor in obtaining final release of all Project permits.
- h. Project closeout services will be completed within two months of project acceptance or upon acceptance of the Proposed Final Estimate.

D. DELIVERABLES

- 1. Inspector daily reports, extra work diaries, SBCTA tentative agreement sheets and Resident Engineers' daily diaries.
- 2. Monthly Project Summary Reports and SIQMP Monthly Reports.
- 3. Weekly update of all files to SBCTA Portal.
- 4. Monthly Contractor progress payments, back-up documentation, and Contractor payment records.
- 5. Contractor final payment documents, delivered to SBCTA no later than ten (10) working days after Acceptance by SBCTA of the completed construction Project.
- 6. Staffing plan and monthly expenditure plan showing breakdown of staff and sub consultant expenses to complete the project consistent with contractor's monthly schedule updates.
- 7. Project Completion Report documents per Local Assistance Procedure Manual and Caltrans Construction Manual.
- 8. All Project files, Project reports, Record As-builts, correspondence, memoranda, shop drawings, Project logs, schedule updates, change order data, claims and claim reports, and Contractor payment records per Caltrans Construction Manual.
- 9. Certified payrolls and fringe benefit statements for all employees, CONSULTANT and Contractor, who are subject to the State and/or Federal prevailing wage rates.
- 10. American For Disabilities Act certification of project per Caltrans Standards.
- 11. Complete ECR report per Caltrans Standard.

12. File and obtain Notice of Termination from the Regional Water Quality Control Boards.
13. All material test results will be provided in accordance with the applicable Standard Specifications and Special Provisions, and test methods. Failing tests will be immediately reported to the Resident Engineer or Structures Representative. All test results will be recorded on the appropriate forms. The test documents will be legible and show the identity of the tester where appropriate. A notebook containing all test results and reports will be maintained by CONSULTANT throughout the duration of the Project and delivered to SBCTA with the Project files.
14. Record of Survey and Right of Way Monumentations and recording with County.
15. Unless otherwise specified in the survey request, the deliverables shall conform to the following:
 - a. Survey points, lines, and monuments shall be established, marked, identified, and referenced as required by survey request and requirements herein.
 - b. Survey notes, drawings, calculations, and other survey documents and information shall be completed as required by the survey request and the requirements herein.
 - c. All original survey documents resulting from this contract, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to the Resident Engineer and shall become the property of SBCTA. A copy of all survey documents furnished by SBCTA shall be retained by CONSULTANT for future reference.

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

- d. Deliverables to the Resident Engineer shall follow the format specified below:
 - 1) Horizontal Control
 - 2) Alpha numeric hard copy point listing with adjusted California Coordinate System northing and easting and the appropriate descriptions.
 - 3) Vertical Control
 - 4) Alpha numeric hard copy benchmark listing with adjusted elevations compatible with the design datum.
 - 5) Topography
 - 6) Alpha numeric hard copy listing, hard copy drawing, and computer aided drawing and design (CADD) digital drawing. The CADD drawing shall be compatible with the systems utilized by Caltrans.
- e. Data collection method used to collect cross-section data and the coding (feature description) of terrain data for cross-sections shall conform to the survey request requirements. Deliverables shall depend on the data collection method as follows:

- 1) Conventional Cross – Sections (each cross – section):
For each cross - section and alpha numeric listing, a hard copy drawing, and a computer formatted file compatible with the systems utilized by Caltrans.
- 2) Terrain Line Interpolation Cross – Section Data (each terrain line interpolation survey):
Terrain line interpolation cross – sections shall include an alpha numeric listing, a hard copy plan view drawing of the terrain lines, and a computer input file. The computer input file shall be provided in a format compatible with the systems utilized by Caltrans.
- 3) Data Collector Data
If specified in the survey request, the raw data from the data collector shall be provided in a format conforming to the survey request requirements.
- 4) Other—As specified in the survey request.

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

1. CONSULTANT shall provide all necessary equipment including software, materials, supplies, miscellaneous tools, phones, vehicles, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. The above noted items are not to be included in Other Direct Cost (ODC's) of Consultants Cost Proposal and are part of the consultants overhead. Only those items authorized by SBCTA in CONSULTANT Cost Proposal, shall be reimbursed by SBCTA.
2. CONSULTANT personnel shall be provided with vehicles suitable for the location and nature of the work involved. Vehicles shall be equipped with flashing yellow lights, either permanently or temporarily affixed.
3. CONSULTANT personnel shall be provided with a mobile radio, cellular phone, or other means to assure full-time communication. If a radio system is to be used, CONSULTANT shall provide a base station at the field office.
4. CONSULTANT shall provide profilograph and/or inertial profiler equipment and certified operator if requested by SBCTA.
5. CONSULTANT personnel shall be provided with all applicable standard plans, specifications, and other standards as appropriate (see item G below).
6. For Materials Testing, CONSULTANT and its staff will be fully equipped at all times to perform the services required, including but not limited to the following:
 - a. An on-site mobile laboratory or laboratory in close proximity to the Project will be required. The type and location of the lab should be such that it can meet the needs of the Project in an efficient, time effective manner. The laboratory is to be fully staffed, equipped, and supplied to conduct all required soils, materials, and concrete breaking tests in a timely manner.

- b. Field personnel will be provided with all necessary safety equipment to permit work to be performed safely and efficiently within operating highway and construction zone environments.
 - c. All equipment to be calibrated as per Section 3-10 and 3-11 of Caltrans' Quality Assurance Program Manual.
7. For construction surveying, CONSULTANT and staff shall have adequate equipment and supplies to complete the required survey work. Equipment and supplies shall, include, but not be limited to:
- a. Survey vehicles:
Survey vehicles will be suitable to perform the required work in varying terrain and conditions encountered on the Project. Vehicles shall be fully equipped with all necessary tools, instruments, supplies, and safety equipment required to perform the work accurately, efficiently, and safely. Vehicles shall be equipped with a flashing yellow beacon light.
 - b. Data Processing Systems:
Data processing systems shall include hardware and software to:
 - 1) Performing survey and staking calculations from the design plans and specifications;
 - 2) Reduce survey data collected with conventional and total station survey systems;
 - 3) Perform network adjustments for horizontal and vertical control surveys;
 - 4) Format survey data to be compatible with the Caltrans computer survey and data system.
 - c. Drafting equipment and supplies.
 - d. Digital calculators.
 - e. Hand tools as appropriate for the requested survey work.
 - f. Traffic cones (minimum 25). Traffic cones shall be 28 inches in height (minimum).
 - g. Traffic control devices as required to perform the requested survey work. Traffic control devices include signs, sign bases, flags, and hand held signs.
 - h. Leveling instruments and equipment:
 - 1) Self-leveling level. Precision: Standard deviations in one mile of double run leveling 0.005 feet or less.
 - 2) Suitable level rods for the work to be performed.
 - i. Distance measuring instruments and equipment:
 - 1) Electronic distance measurer (EDM). Precision: standard deviation 3 mm plus 3 PPM, or less; Range: Minimum one mile under average atmospheric conditions.

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

F. MATERIALS TO BE FURNISHED BY SBCTA

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

G. STANDARDS

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

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

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

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

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

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

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

H. AVAILABILITY AND WORK HOURS

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

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

I. LIMITATIONS TO AUTHORITY

CONSULTANT does not have the authority to:

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

J. THIRD PARTY RELATIONSHIPS

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

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

K. CONSTRUCTION SITE SAFETY

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

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

L. BASIS FOR SURVEY AND MONUMENT STAKING

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

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

M. PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

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

1. Project Manager/Resident Engineer

- a. A minimum of eight (8) years' resident engineer experience on similar construction projects is desired.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- d. Accessible to SBCTA at all times including weekends and holidays.
- e. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- f. A thorough understanding of Cal-OSHA practices and procedures.
- g. A thorough understanding of American with Disability Act (ADA) and 20-1002342 Caltrans ADA requirements. Completion of Caltrans Temporary Pedestrian Facilities training within last 6 months.
- h. A thorough understanding of Caltrans field methods, practices, and construction office procedures. The Resident Engineer will assume the following functional responsibilities:
 - 1) Monitor and provide daily direction to CONSULTANT construction inspection personnel.
 - 2) Assign field personnel to specific project tasks.
 - 3) Monitor and track Contractor progress.
 - 4) Prepare daily, weekly and monthly reports as required.
 - 5) Coordinate utility relocations with appropriate agencies and the utility inspector.
 - 6) Act as prime field contact between various project Contractors and the SBCTA Construction Manager.
 - 7) Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.

2. Lead Field Inspector

- a. A minimum of six (6) years' construction inspection experience in public works or similar projects or a four-year degree in the field of civil engineering, transportation and four years of similar construction experience is desired.

- b. A thorough understanding of Cal-OSHA practices and procedures.
- c. Knowledge of Caltrans construction practices, physical characteristics and properties of highway construction materials, and approved methods and equipment used in making physical tests of construction materials.
- d. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- e. Ability to direct the efforts of subordinate inspectors.
- f. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- g. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- h. A thorough understanding of American with Disability Act (ADA) and Caltrans ADA requirements. Completion of Caltrans Temporary Pedestrian Facilities training within last 6 months.
- i. Understanding of Caltrans field and construction office procedures. The Lead Field Inspector will assume the following functional responsibilities:
 - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of construction.
 - 2) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
 - 3) Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
 - 4) Maintain accurate and timely Project records. Perform quantity calculations for progress pay estimates.
 - 5) Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
 - 6) Provide input for the redesign of facilities to fit existing field conditions.
 - 7) Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.

3. Field Inspector

- a. Two (2) years' construction inspection experience in public works or similar projects or a four-year degree in the field of civil transportation engineering is desired.
- b. A thorough understanding of Cal-OSHA practices and procedures.

- c. Knowledge of construction practices, physical characteristics and properties of construction materials, and approved methods and equipment used in making physical tests of construction materials.
- d. Ability to work independently. Ability to make minor decisions concerning construction work in progress and to solve field and office problems.
- e. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- f. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- g. A thorough understanding of American with Disability Act (ADA) and Caltrans ADA requirements. Completion of Caltrans Temporary Pedestrian Facilities training within last 6 months.
- h. Understanding of Caltrans construction methods and practices. The Field Inspector will assume the following functional responsibilities:
 - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of project construction.
 - 2) Assist in preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
 - 3) Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
 - 4) Perform quantity calculations for progress pay estimates and maintain Project records.
 - 5) Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
 - 6) Provide input for the redesign of facilities to fit existing field conditions.
 - 7) Perform construction materials sampling.
 - 8) Perform labor compliance interviews of the Contractors' personnel.

4. Office Engineer

- a. A minimum of two (2) years' experience as an office engineer on similar construction projects is desired.
- b. Knowledge of Caltrans Office of Highway Construction forms used to administer construction projects.
- c. Knowledge of Caltrans system of document organization.
- d. Knowledge of construction records and accounting procedures.
- e. Knowledge of documentation, procedures, and reporting for federally funded projects.
- f. Knowledge of laws and regulations governing the payment of prevailing wages.

- g. The Office Engineer will assume the following functional responsibilities:
- 1) Process monthly progress pay estimates, proposed final estimates, monthly status reports, extra work reports, and weekly statements of working days.
 - 2) Prepare and process contract change orders.
 - 3) Monitor construction budget and schedule.
 - 4) Prepare, maintain, and/or file project documents including labor and equipment records, correspondence, memoranda, meeting minutes, claims, personnel records, labor compliance reports, material testing and inspection reports and daily, weekly, and monthly reports.
 - 5) Perform routine calculations and checking of quantities.
 - 6) Coordinate all office activities and functions with SBCTA representatives.

5. Materials Testing/Source Inspection Project Manager

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

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

6. Materials Technicians

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

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

1) CONSTRUCTION TECHNICIAN I

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

2) CONSTRUCTION TECHNICIAN II

- a) Performs a variety of skilled activities. Examples of duties assigned to this classification are:

- i. Inspecting minor construction items, sampling and inspection of steel reinforcement, sampling and inspection of concrete placing operation.
- ii. Collect and analyze soil samples of construction materials to determine compaction and moisture content.
- iii. Inspection and sampling of all phases of asphalt concrete and PCC paving operation, including plant inspection.
- iv. Confers with construction engineers and contractors regarding construction in progress and is in conformance to specifications and construction plans.
- v. Answers questions and resolves problems.
- vi. Inspects construction in progress to ensure conformance with specification, agreements, and established requirements.
- vii. Keeps daily diary of work progress.
- viii. Prepares reports on all field inspections and submits project quantities on a daily basis.
- ix. Keeps accurate documentation for force accounts and possible claims.

b) Knowledge and Skills Required

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

3) CONSTRUCTION TECHNICIAN III

- a) Exercises considerable independent judgment within general Caltrans standards and guidelines. Examples of duties assigned to this classification are:
- i. Inspect Project construction on an ongoing basis to assure compliance with contract and in accordance with State and local standards.
 - ii. Perform a variety of structural material tests and inspections.
 - iii. Reviews construction plans and verified that these are in accordance with designated specifications and other requirements.
 - iv. Participates in the preparation of completed work estimates, to calculate compensation due contractor.
 - v. Examines and verifies numeric data and material specifications on project cost source documents, utilizing geometry and trigonometry calculations.

- vi. Supervises all work activities involved in construction projects, laboratory, and quality control work.
- vii. Recommends approval of proposed Project changes.

b) Knowledge and Skills Required

- i. All knowledge and skills required of lower classifications.
- ii. Knowledge of the principles and practices of Civil Engineering as applied to the construction of state highways.
- iii. Skill in analyzing and evaluating a wide variety of highly technical engineering data, including construction plans, field survey and quality control documents.
- iv. Skill in interpreting and implementing Caltrans standards, policies, procedures and regulations.
- v. Skill in interpersonal relations, as applied to contacts with contractors, representatives of other governmental jurisdictions, and other SBCTA/Caltrans staff.

7. Construction Surveying Project Manager

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

8. Field Party Chief(s)

- a. The person(s) holding the position of Party Chief shall meet at least one of the following licensing requirements:
 - 1) A licensed Land Surveyor in the State of California.
 - 2) A pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.
 - 3) An experienced surveyor who serves as chief under the direction or supervision of a person who is a licensed Land Surveyor or pre-January 1, 1982 Registered Professional Civil Engineer in the State of California.

The direction or supervision shall place the supervisor in “responsible charge” of the work. “Responsible Charge” is defined in Chapter 15 of the Business and Professions Code (the Land Surveyor’s Act) and Title 16, Chapter 5, of the California Administrative Code (regulations adopted by the Board of Registration for Professional Engineers and Land Surveyors).

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

9. Survey Crews

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

END OF SCOPE OF WORK

Staffing Plan for I-215 University PKWY CM Services

Personnel	LOADED RATE Sept 2021	LOADED RATE Sept 2022	LOADED RATE Sept 2023	LOADED RATE Sept 2024	Total Hrs	Ave. Rate	Total Labor Cost	Remarks
Constructability Review & Cost Estimate 3 Months:					188		\$49,811.02	
Project Manager	\$310.00	\$322.40	\$335.30	\$348.71	20	\$329.10	\$6,582.02	
Resident Engineer /Roadway/QSD	\$285.00	\$296.40	\$308.26	\$320.59	80	\$302.56	\$24,204.84	
Structures Representative	\$295.00	\$306.80	\$319.07	\$331.83		\$313.18		
Scheduler	\$240.00	\$249.60	\$259.58	\$269.97	8	\$254.79	\$2,038.30	
Utilities	\$200.00	\$208.00	\$216.32	\$224.97	40	\$212.32	\$8,492.93	
Electrical	\$200.00	\$208.00	\$216.32	\$224.97	40	\$212.32	\$8,492.93	
Bid and Award Process 1 Month:					24	\$764.36	\$18,344.72	
Project Manager	\$310.00	\$322.40	\$335.30	\$348.71	4	\$329.10	\$1,316.40	
Resident Engineer	\$285.00	\$296.40	\$308.26	\$320.59	16	\$302.56	\$4,840.97	
Office Engineer	\$125.00	\$130.00	\$135.20	\$140.61	4	\$132.70	\$530.81	
Construction and Post-Construction Phase 26 Months:					7054		\$1,588,251.85	
Project Manager	\$310.00	\$322.40	\$335.30	\$348.71	200	\$329.10	\$65,820.19	
Resident Engineer	\$285.00	\$296.40	\$308.26	\$320.59	2127	\$302.56	\$643,546.31	
Structures Rep.	\$295.00	\$306.80	\$319.07	\$331.83		\$313.18		
Construction Structural Inspector Lead	\$245.00	\$254.80	\$264.99	\$275.59		\$260.10		
Construction Structural Inspector #2	\$245.00	\$254.80	\$264.99	\$275.59		\$260.10		
Construction Roadway Inspector # 1	\$235.00	\$244.40	\$254.18	\$264.34	600	\$249.48	\$149,687.86	
Construction Roadway Inspector #2	\$235.00	\$244.40	\$254.18	\$264.34	600	\$249.48	\$149,687.86	
Construction Roadway Inspector #3	\$235.00	\$244.40	\$254.18	\$264.34		\$249.48		
Construction Inspector (Utilities)	\$210.00	\$218.40	\$227.14	\$236.22	200	\$222.94	\$44,587.87	
Scheduler	\$240.00	\$249.60	\$259.58	\$269.97	200	\$254.79	\$50,957.57	
Electrical /Signal Inspector	\$200.00	\$208.00	\$216.32	\$224.97	600	\$212.32	\$127,393.92	
Office Engineer	\$125.00	\$130.00	\$135.20	\$140.61	2127	\$132.70	\$282,257.15	
Labor Compliance	\$125.00	\$130.00	\$135.20	\$140.61	200	\$132.70	\$26,540.40	
SWPP Coordinator	\$225.00	\$234.00	\$243.36	\$253.09	200	\$238.86	\$47,772.72	
PRIME CONSULTANT TOTAL HOURS + LABOR DOLLARS							\$1,656,407.60	
Subconsultants (On call)								
Landscape (Minor Landscape- Submittals, Rock blanket, erosion control, crossovers, relocation)							\$60,000.00	
Material Testing							\$150,000.00	
Source Inspection Budget							\$175,000.00	
Survey Budget							\$100,000.00	
Public Relations Budget								
TOTAL SUBCONSULTANTS ON CALL							\$485,000.00	
TOTAL HOURS + LABOR DOLLARS							\$2,141,407.60	
Office Complex Option ___ Months								
ODC Office Supplies							\$60,000.00	
TOTAL							\$2,201,407.60	
10% Contingency							\$220,140.76	
Total CM service Budget							\$2,421,548.36	

Minute Action

AGENDA ITEM: 10

Date: July 6, 2022

Subject:

Metrolink Station Accessibility Improvement Phase II Project - City of Rancho Cucamonga Amendment

Recommendation:

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

Approve Amendment No. 1 to Cooperative Agreement No. 20-1002316 with the City of Rancho Cucamonga, for the delivery of the Planning, Environmental, Design, Right-of-Way and Construction phases of the Metrolink Station Accessibility Improvement Phase II Project (Project), which increases Project funding from the City of Rancho Cucamonga by \$146,847.50, for a new funding total of \$488,210.50, and increases SBCTA funding contribution by \$146,847.50, which will be funded with Transportation Development Act Article 3 funds.

Background:

The Metrolink Station Accessibility Improvement Phase II Project (Project) will utilize a grant of Federal Active Transportation Program (ATP), Transportation Development Act (TDA) Article 3, and local City 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 cities in San Bernardino County.

On January 6, 2016, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved a Categorical Exemption under the California Environmental Quality Act (CEQA). On March 3, 2016, California Department of Transportation (Caltrans) approved a Categorical Exemption/Categorical Exclusion Determination under the National Environmental Policy Act (NEPA) for the Project.

On October 7, 2020, the Board approved separate cooperative agreements with each of the five cities to define Project roles, responsibilities, and funding, specifying SBCTA as the lead agency for Project administration and funding, which included Cooperative Agreement No. 20-1002316 with the City of Rancho Cucamonga (City).

On December 2, 2020, the Board approved an award of the design contract. The final design is scheduled for completion in mid-2022.

The ATP Grant funding apportioned for the improvements in the City is \$1,365,450. Due to multiple design modifications coordinated with the City, which have been incorporated into the Project, these City improvements are now estimated to cost \$1,659,145, based on the 95% design engineer's estimate. The City has agreed to split this \$293,695 cost increase with SBCTA by contributing an additional \$146,847.50 to the Project in addition to the \$341,363, they are already contributing to the Project support costs. SBCTA will fund its additional cost share of \$146,847.50 with TDA Article 3 funds.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

July 6, 2022

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Financial Impact:

This item is not consistent with the Fiscal Year 2022/2023 Budget under Task No. 0860 Arterial Projects, Sub-Task No. 0810 Metrolink ATP Phase-II Project. A future budget amendment will be brought to the Board of Directors for incorporation of the TDA Article 3 funds.

Reviewed By:

This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 9, 2022. SBCTA General Counsel and Risk Manager have reviewed this item and the draft amendment.

Responsible Staff:

Juan Lizarde, Project Manager

Approved
Board of Directors
Date: July 6, 2022

Witnessed By:

General Contract Information

Contract No: 20-1002316 Amendment No.: 1

Contract Class: Receivable Department: Project Delivery

Customer ID: RC CI Customer Name: City of Rancho Cucamonga

Description: Metrolink Station Accessibility Improvement Phase II Project

List Any Accounts Payable Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	341,363.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Current Amendment		\$	146,847.50	Current Amendment		\$	-
Total/Revised Contract Value		\$	488,210.50	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	488,210.50

Contract Authorization

Board of Directors Date: 07/06/2022 Board Item # 8715

Contract Management (Internal Purposes Only)

Local

Funding Agreement

Accounts Receivable															
Total Contract Funding:		\$ 488,210.50				Funding Agreement No:		20-1002316							
Beginning POP Date:		10/07/2020				Ending POP Date:		12/31/2026		Final Billing Date:		12/31/2026			
Expiration Date:		12/31/2026													
	Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:			Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:	
GL:	6010	40	0860	0810	42417007	488,210.50			GL:					-	
GL:						-			GL:					-	
GL:						-			GL:					-	
GL:						-			GL:					-	
GL:						-			GL:					-	

Juan Lizarde

Project Manager (Print Name)

Henry Stultz

Task Manager (Print Name)

Additional Notes: Receivable Contract No. 21-1002538.

Attachment: 20-1002316-01_CSS (8715 : Metrolink Station Accessibility Improvement Phase II Project - Rancho Cucamonga Amendment)

**AMENDMENT NO. 1 TO
COOPERATIVE AGREEMENT NO. 20-1002316**

**FOR
PLANNING AND ENVIRONMENTAL; PLANS, SPECIFICATIONS AND ESTIMATE
(PS&E); RIGHT-OF-WAY (ROW); AND CONSTRUCTION FOR PHASE II OF THE
RANCHO CUCAMONGA METROLINK STATION ACCESSIBILITY
IMPROVEMENT PROJECT**

**BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
THE CITY OF RANCHO CUCAMONGA**

THIS AMENDMENT No. 1 to Cooperative Agreement No. 20-1002316 (referred to herein as “Amendment No. 1”) is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”) and the City of Rancho Cucamonga (“CITY”), (SBCTA and CITY may be referred to individually herein as a “Party” and collectively as “Parties”).

WHEREAS, SBCTA and City executed Cooperative Agreement No. 20-1002316 in December 2020; and

WHEREAS, per the 95% engineers estimate, the construction cost has increased by \$293,695, and Parties agree to a 50/50 split to cover the cost increase; and

WHEREAS, this Amendment No. 1 is intended to update the Funding Table to include an additional \$146,847.50 in City funding and an additional \$146,847.50 in SBCTA funding for a new total Project cost of \$2,000,508.00.

NOW, THEREFORE, the Parties agree to the following changes:

1. Section III.B “SBCTA Responsibilities” is amended in its entirety to read as follows:--

“B. To contribute towards the Planning, Environmental, PS&E, ROW, and Construction phases of the Phase II PROJECT an estimated **\$6,278,511.50**. The actual cost of a specific phase or improvements within a specific city may ultimately vary and cause the total Project cost to change from the estimate provided in Attachment A. The total Project cost remaining after contribution from the CITY and other participating cities, exclusive of the

CITY-provided services specified in Part IV of this AGREEMENT, is to be borne solely by SBCTA.”

2. Section IV.B “City Responsibilities” is amended in its entirety to read as follows:

“B. To contribute, within 45 days of receiving SBCTA’s invoices, the CITY share of the PROJECT’s total cost for design and construction, which is estimated to be **\$488,210.50**. The actual cost may ultimately vary and cause the total PROJECT cost to change from the estimate provided in Attachment A. The total PROJECT costs remaining after contributions from CITY and other participating cities, exclusive of the CITY-provided services specified in Part IV of this AGREEMENT, is to be borne solely by SBCTA.”

3. Attachment A to the AGREEMENT is replaced in its entirety with the revised Attachment A attached to this Amendment No. 1.

4. Except as otherwise provided in this Amendment No. 1, all other terms and conditions of the AGREEMENT shall remain in full force and effect .

5. This Amendment No. 1 is effective upon execution by SBCTA.

-----SIGNATURE ON THE FOLLOWING PAGE-----

IN WITNESS THEREOF, the parties have duly executed this Amendment No. 1 below.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Art Bishop
President, Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Juanda L. Daniel
Assistant General Counsel

CITY OF RANCHO CUCAMONGA

By: _____
L. Dennis Michael
Mayor

Date: _____

**APPROVED AS TO FORM AND
PROCEDURE:**

By: _____
Nick Ghirelli
City Attorney

**ATTACHMENT A
PROJECT FUNDING TABLE**

Table 1. Phase II Costs for Rancho Cucamonga Metrolink Station

Fund	Amount
City of Rancho Cucamonga	
<i>ATP Local Contribution for Design and Construction</i>	\$488,210.50
<i>Project Management Cost (and other City incurred cost)</i>	\$0
Total City Contribution	\$488,210.50
ATP / Phase II Project Funding and TDA funding allocated to Rancho Cucamonga	\$1,512,297.50
Total Cost	\$2,000,508.00

DRAFT

Minute Action

AGENDA ITEM: 11

Date: July 6, 2022

Subject:

Interstate 10/Mt. Vernon Avenue Improvements Project Right-of-Way Appraisals and Offers

Recommendation:

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

- A. Authorize staff to complete appraisal of properties identified in Table A and to make offers of Just Compensation to the property owners for the acquisition of property necessary for the Interstate 10/Mt. Vernon Avenue Improvements Project (Project); and
- B. Authorize the Director of Project Delivery to add or remove parcels in Table A, as deemed necessary for the Project.

Background:

San Bernardino County Transportation Authority (SBCTA) is proceeding with the delivery of the Mt. Vernon Avenue Improvements Project (Project) at Interstate 10. The acquisition of Temporary Construction Easements (TCE), Partial Takes and Access Control Rights from nine (9) commercial and two (2) industrial properties are required to construct and operate the Project.

In August 2018, a cooperative agreement was approved between SBCTA and the City of Colton, authorizing expenditures for Right-of-Way (ROW) and defining SBCTA's role as the lead agency for acquisition of ROW. Costs for ROW on this Project will be funded with Measure I and City Developer Impact Fees. Environmental approval occurred April 19, 2022, and staff would like to proceed with appraisals. The anticipated property rights needed for the Project are listed in Table A below.

Table A: Anticipated Property Rights Needed

Assessor Parcel Number	Owner	Current Land Use	Rights Needed
0162-203-14	TABBAA MARDINI REAL ESTATE INVMNTS LLC C/O ABDUL R MARDINI	COMMERCIAL	Partial Take, TCE
0163-041-29	BARENDT, ROY E ETAL CLAY, RICHARD & TAMMY, TRUST 3/2/12	COMMERCIAL	TCE
0164-172-30	TRINH, LAN TO	COMMERCIAL	TCE
0164-172-31	TRINH, LAN TO	COMMERCIAL	TCE
0164-172-32	TRINH, LAN TO	COMMERCIAL	TCE
0164-172-33	TRINH, LAN TO	COMMERCIAL	Partial Take, TCE
0164-172-41	ALVAREZ, MACEDONIO ALVAREZ, VERONICA O	COMMERCIAL	Partial Take, TCE
0164-172-49	HATZIS, PANAGIOTA	COMMERCIAL	Partial Take, TCE
0164-172-53	SONG, SUE CHIN LIV TR 03/13/07 C/O TAX DEPT #33604	COMMERCIAL	Partial Take, TCE
0276-121-09	SINGH, MAJOR SINGH, HARPAL	INDUSTRIAL	Partial Take, TCE, Access Control
0276-121-17	SINGH, MAJOR SINGH, HARPAL	INDUSTRIAL	Partial Take, TCE, Access Control

Upon completion of appraisals, just compensation will be offered to property owners of record, in an amount not less than the appraised value of the property rights required for Project implementation. Staff will make diligent efforts to reach settlements with affected property owners. Per the terms of the cooperative agreement, in the event that settlement agreements cannot be reached with property owners, as the lead for eminent domain, the SBCTA Board of Directors will conduct Resolutions of Necessity (RON) hearings to consider adoption of RONs as necessary.

As the final design progresses, the property rights needed and properties listed in Table A could slightly change. For the purposes of streamlining the ROW process, and in order to meet the Project schedule, staff recommends the Director of Project Delivery be authorized to make changes to Table A, provided the properties are environmentally cleared. Any changes will be presented at a future Board of Directors Metro Valley Study Session meeting as an informational item.

The anticipated property rights needed currently consist of TCE's needed to construct the Project and permanent access control limits needed to accommodate safe ingress and egress to adjacent properties when the future geometric configuration of the facility is in place.

Board of Directors Agenda Item
July 6, 2022
Page 3

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget.

Reviewed By:

This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 9, 2022.

Responsible Staff:

Juan Lizarde, Project Manager

Approved
Board of Directors
Date: July 6, 2022
Witnessed By:

Minute Action

AGENDA ITEM: 12

Date: July 6, 2022

Subject:

Interstate 215 Landscape Replacement Project - Vali Cooper & Associates, Inc., Time Extension Contract Amendment

Recommendation:

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

A. Approve Amendment No. 2 to Contract No. 16-1001378 with Vali Cooper & Associates, Inc. for Construction Management Services, to extend the expiration date by five (5) years to September 3, 2027.

B. Authorize an exception to SBCTA Policy No. 11000, Article V-C.3, “Amendments”, for Contract No. 16-1001378, to extend the maximum term beyond five (5) years to complete the landscape construction and maintenance on Interstate 215 Landscape Segments 1, 2, 3 and 5.

Background:

In January 2012, the San Bernardino County Transportation Authority (SBCTA) entered into a contract with the California Department of Transportation (Caltrans), whereby Caltrans was the lead agency for performing acquisition of right-of-way, preparation of the environmental document, and preliminary and final design of the landscaping plans for the Interstate 215 (I-215) corridor segments. The final design plans were broken into four (4) segments: Segment 1, 2, 3 and 5, all within the City of San Bernardino.

In September 2014, the Board of Directors (Board) approved Contract No. 16-1001378 with Vali Cooper & Associates, Inc., (Vali Cooper) to perform Construction Management Services for the four (4) segments, including management of four (4) years of Establish Existing Planting (EEP) for each segment.

In July 2015, the Board approved Amendment No. 1 to Contract No. 16-1001378 to adjust the professional liability insurance requirements.

Recommendation A: This amendment is required to extend the current expiration date of September 3, 2022 by five (5) years to September 3, 2027, in order to complete the EEP for Segments 1, 2 and 3. The additional five (5) years will also provide sufficient time to complete the construction and plant establishment for Segment 5. Staff recommends approval of Amendment No. 2 to Contract No. 16-1001378 with Vali Cooper to extend the expiration date by five (5) years to September 3, 2027.

Recommendation B: Based on the ongoing construction management services being provided by Vali Cooper for the landscape maintenance on I-215 Segments 1, 2 and 3; and due to Vali Cooper’s skills and experience, re-competing for these services would not be beneficial to these projects. In addition, Vali Cooper is currently assisting staff with the construction closeout for Segment 2. Staff is requesting an exception to Policy No. 11000 Article V-C.3, “Amendments”, for Contract No. 16-1001378 to extend the maximum term beyond five (5) years to complete the construction and maintenance for I-215 Landscape Segments 1, 2, 3 and 5.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

July 6, 2022

Page 2

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget under Task No. 0820 Freeway Projects, Sub-Task No. 0838 I-215 Construction.

Reviewed By:

This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 9, 2022. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.

Responsible Staff:

Juan Lizarde, Project Manager

Approved
Board of Directors
Date: July 6, 2022

Witnessed By:

Contract Summary Sheet

12.a

General Contract Information

Contract No: 16-1001378 Amendment No.: 2

Contract Class: Payable Department: Project Delivery

Vendor No.: 03378 Vendor Name: Vali Cooper & Associates, Inc.

Description: Construction Management Services for I-215 Landscaping Segments 1, 2, 3, and 5

List Any Related Contract Nos.: C14129

Dollar Amount

Original Contract	\$	2,547,556.38	Original Contingency	\$	254,755.0
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	2,547,556.38	Total Contingency Value	\$	254,755.0
Total Dollar Authority (Contract Value and Contingency)				\$	2,802,311.3

Contract Authorization

Board of Directors Date: 07/06/2022 Board Item # 8729

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No No Budget Adjustment

Federal/Local Construction Management N/A

Accounts Payable

Estimated Start Date: 07/20/2015 Expiration Date: 09/03/2022 Revised Expiration Date: 09/03/2027

NHS: Yes QMP/QAP: N/A Prevailing Wage: Yes

							Total Contract Funding:		Total Contingency:	
							\$	2,547,556.38	\$	254,755.00
GL	2040	40	0820	0838	52005	42104007		359,053.36		-
GL	2040	40	0820	0838	52005	42104008		362,549.59		-
GL	2040	40	0820	0838	52005	42104009		602,116.69		-
GL	4907	40	0820	0838	52005	41100000		629,728.61		254,755.00
GL	2040	40	0820	0838	52005	42104003		594,108.13		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-

Juan Lizarde

Henry Stultz

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

Attachment: 16-1001378-02_CSS (8729 : I-215 Landscape - Vali Cooper Time Extension Amendment)

**AMENDMENT NO. 2 TO
CONTRACT NO. 16-1001378 (C14129)
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
VALI COOPER & ASSOCIATES, INC.
FOR
CONSTRUCTION MANAGEMENT SERVICES FOR THE INTERSTATE 215
SEGMENTS 1, 2, 3 AND 5 LANDSCAPE CONSTRUCTION AND ESTABLISH
EXISTING PLANTING PROJECTS**

I. PARTIES AND TERM

- A. THIS AMENDMENT NO. 2 to Contract No. 16-1001378 (C14129) dated August 11, 2015 (“Amendment No. 2”) is made and entered into by and between the San Bernardino County Transportation Authority (hereinafter referred to as “SBCTA”) and VALI COOPER & ASSOCIATES, INC. (CONSULTANT), (SBCTA and CONSULTANT may be referred to herein as a “Party” and collectively “Parties”).

II. RECITALS

- A. WHEREAS, SBCTA under Contract 16-1001378 (C14129) (“CONTRACT”) engaged the services of CONSULTANT to provide Construction Management Services for the Interstate 215 Segments 1, 2, 3 and 5 Landscape Construction and Establish Existing Planting Project.
- B. WHEREAS, CONSULTANT and SBCTA previously amended CONTRACT the Agreement pursuant to Amendment No.1, dated August 5, 2015, to modify Article 19.1, Professional Liability.
- C. WHEREAS, CONSULTANT and SBCTA now wish to further amend CONTRACT to extend the expiration date by five-years to September 3, 2027 to allow for completion of the Establish Existing Planting Phase for Segments 1, 2 and 3 and Construction and Plant Establishment for Segment 5 including closeout activities.
- D. WHEREAS, The Contract and Amendment No. 1 were entered into by the San Bernardino Associated Governments acting in its capacity as the San Bernardino County Transportation Commission (SANBAG).
- E. WHEREAS, SBCTA is the successor to the San Bernardino County Transportation Commission pursuant to California Public Utilities Code Section 130807 et seq. and the parties wish to clarify all references in the Contract and all related amendment to SANBAG to mean the San Bernardino County Transportation Authority or SBCTA.

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

1. All references in the Contract and all related amendments to SANBAG shall mean the San Bernardino County Transportation Authority (SBCTA).
2. The entirety of Article 4.1, entitled "PERFORMANCE PERIOD" is amended to read as follows:

"This Contract shall go into effect on July 1, 2015 contingent upon approval by SBCTA's Awarding Authority, and CONSULTANTS shall commence work after written notification to proceed by SBCTA's Contract Administrator. The Contract shall end on **September 3, 2027**, unless extended by written amendment."

3. Except as amended by this Amendment No. 2, all other terms and conditions of the Contract and Amendment No. 1 shall remain in full force and effect.
4. The recitals are incorporated into the body of this Amendment No. 2.
5. This Amendment No. 2 may be signed in counterparts, each of which shall constitute an original.
6. The Effective Date of this Amendment is the date SBCTA executes this Amendment No. 2.

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

Attachment: 16-1001378-02 (8729 : I-215 Landscape - Vali Cooper Time Extension Amendment)

IN WITNES THEREOF, this amendment 16-1001378-02 has been executed by the Parties hereto and is effective on the date signed by SBCTA.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

**VALI COOPER & ASSOCIATES,
INC.**

By: _____
Art Bishop
President, Board of Directors

By: _____
Charlene Palmer
Vice President

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Juanda Lowder Daniel
Assistant General Counsel

By: _____
Grant Ratkovic
Assistant Secretary

Date: _____

CONCURRENCE

By: _____
Shaneka M. Morris
Procurement Manager

Date: _____

Attachment: 16-1001378-02 (8729 : I-215 Landscape - Vali Cooper Time Extension Amendment)

Minute Action

AGENDA ITEM: 13

Date: July 6, 2022

Subject:

Interstate 10 Corridor Freight and Express Lane Project - Contract 2 Plans, Specifications and Estimates Design Services Contract Award

Recommendation:

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

A. Award Contract No. 22-1002722 to Associated Civil & Transportation Consulting Engineers, Inc. dba Advanced Civil Technologies, for \$57,791,176.04, for Plans, Specifications and Estimates Design Services for the Interstate 10 Corridor Freight and Express Lane Project - Contract 2, for the period beginning July 18, 2022 and ending December 31, 2027.

B. Approve a contingency budget of \$8,668,676.41 for Contract No. 22-1002722, which would be released by the Department Director as necessary, in compliance with SBCTA Procurement and Special Risk Assessment Policy No. 11000.

Background:

The Interstate 10 (I-10) Corridor Freight and Express Lane Project – Contract 2 (Project) is a candidate for Federal grant funds (Nationally Significant Multimodal Freight & Highway Projects (INFRA)) and State Senate Bill 1 (SB1) grant funds (Cycle 3 of the Trade Corridor Enhancement Program and Solutions for Congested Corridors Program). If INFRA and SB1 grant funding are approved by June 2023, the scope of the Project will include a single express lane in the median in each direction from Interstate 15 (I-15) to Pepper Avenue.

The first ten (10) miles of the I-10 Corridor Project are currently under construction as Contract 1 and is scheduled to open for beneficial use in 2023. On October 6, 2021, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) directed staff to explore a single express lane strategy for the next segment on the I-10 Corridor Project to be consistent with the State's Guideline Principles for Transportation Investment. On December 1, 2021, the Board approved the release of Request for Proposals (RFP) No. 22-1002722 for the Project for final design of the next eleven (11) miles of the approved I-10 Corridor Project.

On January 7, 2022, RFP No. 22-1002722 was released and posted on PlanetBids and the SBCTA website to solicit firms to assist SBCTA in providing Plans, Specifications and Estimates (PS&E) Design Services for the Project. The solicitation was issued in accordance with SBCTA's Procurement and Special Risk Assessment Policy No. 11000. The solicitation was sent electronically to approximately 1,305 firms and consultants registered on PlanetBids. Of the 1,305 firms notified, 93 firms downloaded the RFP.

On January 20, 2022, Addendum No. 1 was released providing SBCTA's responses to questions received by the deadline date outlined in the RFP, sign-in sheets for the pre-proposal meeting, and a copy of the pre-proposal conference PowerPoint presentation.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

July 6, 2022

Page 2

On February 23, 2022, SBCTA received three (3) proposals by the date and time specified in the RFP, from Associated Civil & Transportation Consulting Engineers, Inc., dba Advanced Civil Technologies (ACT), HDR Engineering, Inc. (HDR), and T.Y. Lin International. A responsiveness review was conducted by the Procurement Analyst and found all three (3) proposals were in compliance with the requirements and specifications outlined in the RFP. The Evaluation Committee was comprised of staff from SBCTA, the California Department of Transportation (Caltrans) District 8, and the San Bernardino County Public Works Department.

The Evaluation Committee concluded their individual review of the proposals and convened to review, discuss, and score the proposals. The Evaluation Committee members met on March 8, 2022, and discussed each proposal according to the evaluation criteria, including the proposals' strengths and weaknesses. At the completion of discussions, the Evaluation Committee individually scored the proposals based on the following evaluation criteria: Qualifications of the Firm - 30%, Proposed Staffing and Project Organization - 35%, and Work Plan - 35%. The firms were ranked in order of technical merit and a short-list was developed. The firms short-listed and invited to interview were: ACT, HDR, and T.Y. Lin International.

On March 29, 2022, all three (3) firms were interviewed. The Evaluation Committee considered all three qualified to perform the work specified in the RFP. The highest ranked firm, ACT, is being selected due to their knowledge of the Project, experience, and staff.

As a result of the scoring, the Evaluation Committee recommends that the contract to perform the scope of work, as outlined in RFP No. 22-1002722, be awarded to ACT. The firm clearly demonstrated a thorough understanding of the scope of work, proposed a qualified team, had a clear and concise work plan, and had an innovative approach to the Project showing the ability to perform the work necessary to complete the Project on schedule and within budget. Evaluation forms and reference checks are located in the Contract Audit File.

Contract No. 22-1002722 is to provide the final design for adding one express lane in the median in each direction, including the associated toll infrastructure. The Project will include both the design of pavement, structure widening, auxiliary lanes, and minor ramp improvements, as well as toll gantries, signage, striping, and other improvements required for implementing the tolling systems on the added express lanes. The Project will require coordination with the SBCTA Toll System Provider relative to the incorporation of the toll collection system. The scope of services will also include Right-of-Way (ROW) engineering services, which will consist primarily of coordination with a ROW consultant for preparing needed mapping and exhibits for acquisitions, railroad agreements, and utility relocations. To expedite Project delivery, the Project will be delivered as one design contract, divided into two segments: Segment 2A - Interstate 15 to Sierra Avenue and Segment 2B - Sierra Avenue to Pepper Avenue. It is anticipated that the design work will take about two and a half years to complete, resulting in a final design package to advertise for construction in early 2024 for Segment 2A and late 2024 for Segment 2B.

Recommendation A

Approve Contract No. 22-1002722 with ACT for \$57,791,176.04. The contract duration will be six (6) years to provide design support during construction. It is anticipated that construction would start near the end of 2024, and be complete in about three (3) years. The contract funding is consistent with the 2021 Update to the 10-Year Delivery Plan.

San Bernardino County Transportation Authority

Recommendation B

Approve a contingency budget for the design contract. Due to the need to prepare an environmental revalidation for the Project since this Project will only construct a portion of the originally cleared limits, there may be items that come up over the course of the design process which are not currently defined. This budget would be utilized, if needed, to cover these items and would be released as contract amendments per Procurement and Special Risk Assessment Policy No. 11000, by the Department Director. Release of contingency will be reported to the Board on a regular basis.

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget for Task No. 0820 Freeway Projects, Sub-Task No. 0821 I-10 Corridor Project - Contract 2.

Reviewed By:

This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 9, 2022. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft contract.

Responsible Staff:

Sal Chavez, Project Delivery Manager

Approved
Board of Directors
Date: July 6, 2022

Witnessed By:

Contract Summary Sheet

13.a

General Contract Information

Contract No: 22-1002722 Amendment No.: _____

Contract Class: Payable Department: Project Delivery

Associated Civil & Transportation Consulting Engineers, Inc. dba Advanced

Vendor No.: 03260 Vendor Name: Civil Technologies, Inc.

Description: I-10 Corridor Freight and Express Lane Project - Contract 2

List Any Related Contract Nos.: _____

Dollar Amount

Original Contract	\$	57,791,176.04	Original Contingency	\$	8,668,676.4
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	57,791,176.04	Total Contingency Value	\$	8,668,676.4
Total Dollar Authority (Contract Value and Contingency)				\$	66,459,852.4

Contract Authorization

Board of Directors Date: 07/06/2022 Board Item # 8717

Contract Management (Internal Purposes Only)

Other Contracts _____ Sole Source? No No Budget Adjustment _____

Federal/Local _____ Design _____ Monthly _____

Accounts Payable

Estimated Start Date: 07/18/2022 Expiration Date: 12/31/2027 Revised Expiration Date: _____

NHS: Yes QMP/QAP: Yes Prevailing Wage: Yes

							Total Contract Funding:		Total Contingency:	
							\$	57,791,176.04	\$	8,668,676.41
GL	4110	40	0820	0821	52001	41100000	MSI Fwy		31,842,318.04	8,668,676.41
GL	2010	40	0820	0821	52001	42101006	Federal STP		14,000,000.00	-
GL	2082	40	0820	0821	52001	42106847	Federal HIP (STIP-CRRSAA)		11,948,858.00	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-

Sal Chavez

Project Manager (Print Name)

Henry Stultz

Task Manager (Print Name)

Additional Notes:

CONTRACT NO. 22-1002722**BY AND BETWEEN****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND****ASSOCIATED CIVIL & TRANSPORTATION CONSULTING ENGINEERS, INC.****DBA ADVANCED CIVIL TECHNOLOGIES****FOR****PLANS, SPECIFICATIONS AND ESTIMATE (PS&E) FOR THE I-10 CORRIDOR
FREIGHT AND EXPRESS LANE PROJECT - CONTRACT 2**

This contract (referred to as “Contract” or “Agreement”), is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA” or “LOCAL AGENCY”) whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and Associated Civil & Transportation Consulting Engineers, Inc. dba Advanced Civil Technologies (“CONSULTANT”) whose address is: 3237 East Guasti Road, Suite 230 Ontario, CA 91761. SBCTA and CONSULTANT are each a “Party” and collectively the “Parties”.

RECITALS:

WHEREAS, SBCTA requires work as described in Exhibit A of this Contract; and

WHEREAS, CONSULTANT has confirmed that CONSULTANT has the requisite professional qualifications, personnel and experience and is fully capable and qualified to perform the work identified herein; and

WHEREAS, CONSULTANT desires to perform all work identified herein and to do so for the compensation and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I. INTRODUCTION

- A. The work to be performed under this Contract is set forth in Exhibit A, “Scope of Work,” and Exhibit B, “CONSULTANT’s Approved Cost Proposal” (“Cost Proposal”) dated May 3, 2022.
- B. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of SBCTA.
- C. Without the written consent of SBCTA, this Contract is not assignable by CONSULTANT either in whole or in part. SBCTA may assign its rights and obligations under this Contract in whole or in part to any related or successor agency.

- D. No alteration or variations of the terms of this Contract shall be valid, unless made in writing and signed by the Parties; and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties.
- E. The consideration to be paid to CONSULTANT as provided in this Contract shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
- F. SBCTA's Project Manager or Contract Administrator for this Contract is Sal Chavez. Contract Administrator delegates authority to issue the Notice to Proceed to SBCTA's Procurement Manager.

ARTICLE II. PROJECT DESCRIPTION/SCOPE OF WORK

CONSULTANT agrees to perform the Work in accordance with all applicable professional architectural, engineering, construction management, land surveying and/or materials testing standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined herein. The word "Work", as used herein, includes without limitation the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and Work imposed upon or assumed by CONSULTANT hereunder. The Work performed under this Contract shall be completed to the satisfaction of SBCTA, with its satisfaction being based on prevailing applicable professional standards. Scope of Work is sometimes referred to as Statement of Work in this Contract. The Scope of Work is more fully described in Exhibit A.

ARTICLE III. CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports to SBCTA at least once a month. The report should be sufficiently detailed for Contract Administrator to determine if CONSULTANT is performing to expectations and is on schedule, to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered so remedies can be developed.
- B. CONSULTANT's project manager shall meet with SBCTA's Contract Administrator, as needed, to discuss progress on the Contract.

ARTICLE IV. PERFORMANCE PERIOD

- A. This Contract shall go into effect on July 18, 2022, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The Contract shall end on December 31, 2027 unless extended by contract amendment..
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the Contract is fully executed and approved by LOCAL AGENCY.

ARTICLE V. ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this Contract will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the Work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event that LOCAL AGENCY determines that a change to the Work from that specified in the Cost Proposal and Contract is required, the contract time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by contract amendment to accommodate the changed Work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.
- B. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of \$2,070,320. The fixed fee is nonadjustable for the term of the Contract, except in the event of a significant change in the Scope of Work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- F. No payment will be made prior to approval of any Work, nor for any Work performed prior to approval of this Contract.
- G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of Work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase of this

Contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be emailed to LOCAL AGENCY's Contract Administrator at: ap@gosbcta.com

- H. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed \$57,791,176.04.
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by LOCAL AGENCY's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases which are the direct result of changes in the prevailing wage rates are reimbursable.

ARTICLE VI. TERMINATION

- A. LOCAL AGENCY reserves the right to terminate this Contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. LOCAL AGENCY may terminate this Contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the Work in a manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this Contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this Contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the Contract. In which case the overage shall be deducted from any sum due CONSULTANT under this Contract and the balance, if any, shall be paid to CONSULTANT upon demand.

ARTICLE VII. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

ARTICLE VIII. RETENTION OF RECORDS/AUDIT

- A. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Contract pursuant to Government Code 8546.7, CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Contract, including but not limited to, the costs, of administering the Contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the Contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants' (CPA) work papers that are pertinent to the Contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

ARTICLE IX. AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this Contract.
- D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Contract, Cost Proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Contract, Cost Proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the Contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the Contract and disallowance of prior reimbursed costs.

E. CONSULTANT Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the Contract and disallowance of prior reimbursed costs.

1. During a Caltrans' review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely matter. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at a provisional ICR until a FAR compliant ICR (e.g. 48 CFR, part 31; GAAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines) is received and approved by A&I. Provisional rates will be as follows:
 - a. If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
 - b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
 - c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.
2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
3. If the CONSULTANT fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this Contract.
4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this Contract has been completed to the satisfaction of LOCAL AGENCY; and (3) Caltrans has issued its final ICR review letter. The CONSULTANT must submit its final invoice to LOCAL AGENCY no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this Contract and all other contracts executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X. SUBCONTRACTING

- A. Nothing contained in this Contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the Work contemplated with resources available within its own organization and no portion of the Work pertinent to this Contract shall be subcontracted without written authorization by LOCAL AGENCY's Contract Administrator, except that which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.
- D. All subcontracts entered into as a result of this Contract shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE XI. EQUIPMENT PURCHASE

- A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this Contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the Contract, or if the Contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market

value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

ARTICLE XII. STATE PREVAILING WAGE RATES

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the Work.
- B. Any subcontract entered into as a result of this Contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

ARTICLE XIII. CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this Contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Contract.
- C. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Contract. An affiliated firm is one which is subject to the control of the same persons through joint-ownership, or otherwise.
- D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this Contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Contract.

ARTICLE XIV. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

ARTICLE XV. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

ARTICLE XVI. STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations Section 11102.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for

employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, use of family care leave, or military or veteran status. Consultant and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11005 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations (2 CCR Sec. 11099 et seq.), are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

- C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The Consultant, with regard to the work performed by it during the Agreement, shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, or national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

ARTICLE XVII. DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.

- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

ARTICLE XVIII. FUNDING REQUIREMENTS

- A. It is mutually understood between the Parties that this Contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both Parties, in order to avoid program or fiscal delays that would occur if the Contract were executed after that determination was made.
- B. This Contract is valid and enforceable only if sufficient funds are made available to SBCTA for the purpose of this Contract. In addition, this Contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by Congress, State Legislature, or SBCTA governing board that may affect the provisions, terms, or funding of this Contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this Contract may be amended to reflect any reduction in funds.
- D. SBCTA has the option to terminate the Contract under the 30-day cancellation clause or by mutual agreement, or to amend the Contract to reflect any reduction of funds.

ARTICLE XIX. CHANGE IN TERMS

- A. This Contract may be amended or modified only by mutual written agreement of the Parties.
- B. CONSULTANT shall only commence Work covered by an amendment after the amendment is executed and the NTP has been provided by SBCTA's Procurement Analyst.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the CONSULTANT's Approved Cost Proposal, without prior written approval of SBCTA.

ARTICLE XX. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. CONSULTANTS must give consideration to DBE firms as specified in 23 CFR §172.5(b), 49 CFR, Part 26. If the Contract has a DBE goal, CONSULTANT must meet the DBE goal by using DBEs as subconsultants or documenting a good faith effort to have met the goal. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace the subconsultant with another DBE subconsultant if the goal is not otherwise met. A DBE may be terminated only with written approval by SBCTA and only

for the reasons specified in 49 CFR 26.53(f). Prior to requesting SBCTA's consent for the proposed termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).

- B. SBCTA, as a recipient of federal financial assistance, is required to implement a Disadvantaged Business Program in accordance with federal regulations at 49 CFR Part 26 issued by the U.S. Department of Transportation (DOT). The contract specific goal for this project pursuant to the CONSULTANT's Approved Cost Proposal is 22%. CONSULTANT must furnish all documentation satisfactory to SBCTA that the work committed to DBEs was actually performed by DBEs. Requests for progress payments must include a summary of payments (Caltrans Form Exhibit 9-F) actually made to DBEs during the invoice period, which includes a total of all payments made to all subconsultants under this Contract. DBE participation shall be credited toward the overall DBE goal only when payments are actually made to the DBE firms. CONSULTANT shall submit on the Exhibit 9-F form per the Caltrans Exhibit 9-F Instructions. Upon completion of the Contract, CONSULTANT shall submit "Final Report-Utilization of Disadvantaged Business Enterprises--First Tier Subconsultants" Form 17-F with the final invoice. Failure to submit the required reports shall result in SBCTA imposing a penalty of \$100 per day, per report.
- C. CONSULTANT shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by CONSULTANT to carry out these requirements is a material breach of this Contract may result in SBCTA exercising the right to impose administrative remedies, which shall include, but shall not be limited to the following: withholding of payment due to CONSULTANT equivalent to the difference between the actual DBE attainment and the Contract DBE goal; suspension of payment to CONSULTANT of any other monies held by SBCTA; and termination of the Contract, in whole or in part. The administrative remedies shall not apply if the CONSULTANT is able to demonstrate, to the satisfaction of SBCTA, that it exercised Good Faith Efforts in an attempt to meet the Contract DBE goal.
- D. SBCTA will bring to the attention of the DOT Operating Administration, in writing, any false, fraudulent, or dishonest conduct in connection with SBCTA's administration of Caltrans' DBE program, to enable the DOT Operating Administration to take the necessary and appropriate steps (e.g. referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, or action under suspension and debarment or Program Fraud and Civil Penalties rules) as provided in Title 49 CFR, Part 26, Section 26.109. SBCTA also will consider similar action under its own legal authorities, including, but not limited to, responsibility determinations in future contracts.

ARTICLE XXI. CONTINGENT FEE

CONSULTANT warrants, by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, SBCTA has the right to terminate the

Contract without liability, pay only for the value of the Work actually performed, or in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXII. DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this Contract that is not disposed of by agreement shall be decided by a committee consisting of SBCTA's Procurement Analyst and SBCTA's Program Manager who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by SBCTA's Executive Director of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by SBCTA's Executive Director excuses CONSULTANT from full and timely performance in accordance with the terms of this Contract.

ARTICLE XXIII. INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit SBCTA, the state, and the FHWA if federal participating funds are used in this Contract, to review and inspect the project activities and files at all reasonable times during the performance period of this Contract, including review and inspection on a daily basis.

ARTICLE XXIV. SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by SBCTA and SBCTA representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while at the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, SBCTA has determined that such areas are within the limits of the Project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the

initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

ARTICLE XXV. INSURANCE

- A. Prior to commencing the Work, at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT shall, at CONSULTANT's sole expense, procure and maintain insurance coverage with the following minimum requirements, and shall require all subcontractors of every tier performing any of the Work to procure and maintain such insurance specified below: CONSULTANT shall furnish SBCTA with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page(s) of the CGL policy listing all policy endorsements, before work begins. SBCTA reserves the right to require full-certified copies of all Insurance coverages and endorsements. Prior to commencing the Work, at all times during the performance of the Work, and for such additional periods as required herein, CONSULTANT shall, at CONSULTANT's sole expense, procure and maintain insurance coverage with the following minimum requirements, and shall require all subcontractors of every tier performing any portion of the Work to procure and maintain such insurance as specified below:

1. Professional Liability. The policies must include the following:
 - \$10,000,000 per claim limits
 - \$10,000,000 in the aggregate for all claims.
 - If Coverage is on a claims made basis:
 - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.
 - CONSULTANT shall secure and maintain "tail" coverage for a minimum of three (3) years after Contract completion.
2. Worker's Compensation/Employer's Liability. The policies must include the following:
 - Coverage A. Statutory Benefits
 - Coverage B. Employer's Liability
 - Bodily Injury by accident - \$1,000,000 per accident
 - Bodily Injury by disease - \$1,000,000 policy limit/\$1,000,000 each employee

Such policies shall contain a waiver of subrogation in favor of the parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable workers' compensation laws in effect during performance of the Work by CONSULTANT or any subconsultant of any tier. All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONSULTANT and all parties named as Indemnitees below. SBCTA and CONSULTANT must be certificate holders and must be provided at least 30 days advance notice of cancellation,

unless the cancellation is for non-payment, then at least 10 days advance notice of cancellation shall be provided. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

3. Commercial General Liability. The policy must include the following:

- Consultant shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$29,000,000 each occurrence**.
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy (ies), and products and completed operations.
 - \$2,000,000 per occurrence limit for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury
 - \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage,
- If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.
- Each occurrence limit: \$1,000,000
- General aggregate limit: \$2,000,000
- Personal injury and advertising limit \$1,000,000
- Products-completed operations aggregate limit \$2,000,000

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

4. Umbrella/Excess CGL. The policy must include the following:

If the CONSULTANT elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:

The umbrella or excess policy shall follow form over the CONSULTANT's primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.

The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.

The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.

There shall be no statement limiting the coverage provided to the parties listed as additionally insureds or as indemnitees below.

5. Commercial Auto. The policy must include the following:

- Auto Liability limits of not less than \$10,000,000 each accident
- Combined Bodily Injury and Property Damage Liability insurance
- Coverage must include owned autos, hired or non-owned autos

The commercial automobile liability insurance shall be written on the most recent edition of ISO form CA 00 01 or equivalent acceptable to SBCTA and shall include, without limitation, contractual liability coverage and additional insured status for the Additional Insureds named below. CONSULTANT waives all rights of subrogation against the Additional Insureds named below, for recovery of loss, injury and/or damages to the extent such loss, injury and/or damages are covered by the commercial automobile liability insurance required herein. All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with the same waiver of subrogation in favor of all parties named as Additional Insureds below, and CONSULTANT.

6. Cyber Liability - Technology Professional Liability Errors and Omissions Insurance - appropriate to the Contractor's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA in the care, custody, or control of the CONSULTANT. If not covered under the CONSULTANT's liability policy, such "property" coverage of SBCTA may be endorsed onto the CONSULTANT's Cyber Liability Policy as covered property as follows:

Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of SBCTA that will be in the care, custody, or control of CONSULTANT.

7. **Railroad Protective Liability Insurance:** This coverage will be required if CONSULTANT performs activities under this agreement in close proximity to a railroad and/or the owner or operator require this coverage.

- Insurance Services Office Form Railroad Protective Liability, AAR-AASHTO (ISO/RIMA), in the name of the railroad owners and operators with respect to the operations they or any of their subconsultants perform on the Property. Minimum Limits: \$3 million per occurrence combined single limit, for coverage and for losses arising out of injury to or death of all persons and for physical loss or damage to or destruction of Property, including the loss of use thereof. A \$6 million annual aggregate shall apply.

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

- The limits of liability shall be not less than \$3 million per occurrence, combined single limit. A \$9 million aggregate may apply.
- Declarations item 6, extended claims made date, shall allow an extended claims made period no shorter than the length of the original policy period plus one year.
- If equivalent or better, wording is not contained in the policy form, the following endorsement must be included:

It is agreed that "physical damage to Property" means direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbed, catenaries, signals, bridges or buildings.

In cases of low hazard activity and insignificant risk to rail facilities, and if the exposure to the track is physically separated by a building, floor or a continuous fence (no thoroughfares) and the employees of the Consultant are explicitly notified, trained, and supervised such that they are not permitted to have any contact with the track or its related improvements, the Railroad Protective Liability Insurance requirement may be waived by SBCTA, or its designated representative, in SBCTA's sole and absolute discretion, where SBCTA's agreements and obligations with rail operators allow it.

8. Pollution Liability. This coverage will only be required if CONSULTANT performs activities under this agreement which could give rise to Pollution Liability or in an area where a property owner requires this coverage. The policy must include the following:
- \$2,000,00 per claim or occurrence limits/\$4,000,000 in the aggregate

- If the services involve mold identification/remediation, the policy shall not contain a mold exclusion and the definition of “Pollution” shall include microbial matter including mold.
- If the services involve lead-based paint or asbestos identification/remediation, the policy shall not contain lead-based paint or asbestos exclusions.

B. General Provisions

1. Qualifications of Insurance Carriers - If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VIII or better and if policies are written by insurance carriers that are non- admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-X or better, unless otherwise approved in writing by SBCTA’s Risk Manager.
2. No Representations or Warranties - SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONSULTANT against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.
3. Additional Insured Coverage. All policies, except those for Workers’ Compensation and Professional Liability insurance, shall name San Bernardino County Transportation Authority, City of Colton, San Bernardino County Department of Public Works, City of Fontana, City of Rialto, Union Pacific Railroad and Caltrans and their officers, directors, members, employees, and agents as additional insureds (“Additional Insureds”). The Indemnified Parties shall be named, by specific endorsement, as additional insureds using ISO form CG 20 10 10 01 and ISO form CG 20 37 10 01, or their respective equivalent forms, to include completed operations coverage. With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability, but shall allow coverage for SBCTA to the full extent provided by the policy.
4. Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA’s Risk Manager, including certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA’s Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager’s name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete

- copies of all required insurance policies within ten (10) business days of a written request by SBCTA.
5. Deductibles and Self-Insured Retention - Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self- insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-CONSULTANTS to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. At the option of SBCTA, if the deductible or SIR is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The CONSULTANT's policies will neither obligate nor prohibit SBCTA or any other Additional Insured from paying any portion of any CONSULTANT's deductible or SIR.
 6. CONSULTANT's and Subconsultants' Insurance Primary. All policies required to be maintained by the CONSULTANT or any subconsultant with the exception of Professional Liability and Worker's Compensation shall be endorsed to be primary coverage, and any coverage carried by any of the Additional Insureds named herein shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any exclusion barring coverage for claims by an additional insured against a named insured.
 7. Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds. Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.
 8. Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or

- notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at insurance@gosbcta.com to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.
9. **Non-Limitation of Insurance Requirements** - The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the CONSULTANT's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the CONSULTANT shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the CONSULTANT is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the CONSULTANT arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Sub-contractor. The CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.
 10. **Enforcement.** SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

11. No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
12. Project Specific Insurance - All insurance coverage required to be provided by CONTRACTOR, with the exception of automobile liability and worker's compensation, shall apply specifically and exclusively for the Project and extend to all aspects of the Work, with coverage limits dedicated solely to the Project. Use of other insurance programs is acceptable, provided that coverage under such programs provides dedicated Project-specific limits and identified premiums and meets all requirements described in contract.
13. No Representations or Warranties - SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONTRACTOR against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.
14. Review of Coverage – SBCTA may at any time review the coverage, form, and amount of insurance required under this contract, and may require the CONTRACTOR to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk that exists at that time. SBCTA may change the insurance coverages and limits required under this contract by notice to the CONTRACTOR, whereupon the CONTRACTOR will, within sixty (60) days of such notice date, procure the additional and/or modified insurance coverages. Upon such change any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Change Order.
15. Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce the amounts of insurance limits provided by sub-consultants to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the sub-consultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.
16. Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.
17. Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

18. Project Specific Insurance. All insurance coverage required to be provided by CONSULTANT, with the exception of automobile liability and worker's compensation, shall apply specifically and exclusively for the Project and extend to all aspects of the Work, with coverage limits dedicated solely to the Project. Use of other insurance programs is acceptable, provided that coverage under such programs provides dedicated Project-specific limits and identified premiums and meets all requirements described in contract.

ARTICLE XXVI. INDEMNITY

- A. To the extent, but only to the extent, that CONSULTANT's Work falls within the scope of Civil Code Section 2782.8, the following indemnification is applicable:

CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by SBCTA) San Bernardino County Transportation Authority, City of Colton, San Bernardino County Department of Public Works, City of Fontana, City of Rialto, Union Pacific Railroad and Caltrans and their directors, officers, employees, agents and volunteers, from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to or are related to the negligence, recklessness, or willful misconduct of the design professional.

- B. For all other Work, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, City of Colton, San Bernardino County Department of Public Works, City of Fontana, City of Rialto, Union Pacific Railroad and Caltrans and their directors, officers, employees, agents and volunteers ("Indemnitees"), from any and all claims, actions, losses, damages and/or liability ("Claims") arising out of or related to any act or omission of CONSULTANT or any of its officers, employees, agents, subconsultants or volunteers, and for any costs or expenses incurred by Indemnitees on account of any such Claims except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CONSULTANT's indemnification obligation applies to an Indemnitee's "active" as well as "passive" negligence but does not apply to an Indemnitee's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

ARTICLE XXVII. OWNERSHIP OF DATA

- A. Upon completion of all Work under this Contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this Contract will automatically be vested in SBCTA, and no further agreement will be necessary to transfer ownership to SBCTA. CONSULTANT shall furnish SBCTA all necessary copies as needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the Project for which this Contract has been entered into.

- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of or connected with the modification or misuse by SBCTA of the machine-readable information and data provided by CONSULTANT under this Contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of or connected with any use by SBCTA of the project documentation on other projects or additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the Contract as appropriate (48 CFR 27, Subpart 27.3, Patent Rights under Government Contracts for federal-aid contracts).
- E. SBCTA may permit copyrighting reports or other agreement products. If copyrights are permitted, the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.

ARTICLE XXVIII. CLAIMS FILED BY SBCTA'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by SBCTA's construction contractor relating to Work performed by CONSULTANT's personnel and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims, CONSULTANT agrees to make its personnel available for consultation with SBCTA and legal staff, and for testimony, if necessary, at depositions, administrative proceedings, trial or arbitration proceedings.
- B. CONSULTANT's personnel that SBCTA considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from SBCTA. Consultation or testimony will be reimbursed at the same rates, including travel costs, that are being paid for the CONSULTANT's personnel services under this Contract.
- C. Services of CONSULTANT's personnel in connection with SBCTA's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Contract in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.

ARTICLE XXIX. CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to SBCTA's operations which are designated confidential by SBCTA and made available to CONSULTANT in order to carry out this Contract shall be protected by CONSULTANT from unauthorized use and disclosure.

- B. Permission to disclose information on one occasion or at a public hearing held by SBCTA relating to the Contract shall not authorize CONSULTANT to further disclose such information or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media, including social media, regarding the Contract or SBCTA's actions on the same, except to SBCTA's staff, CONSULTANT's own personnel involved in the performance of this Contract, at public hearings or in response to questions from a SBCTA Board Committee or other public meeting approved by SBCTA.
- D. CONSULTANT shall not issue any news release or public relations item of any nature whatsoever regarding Work performed or to be performed under this Contract without prior review of the contents thereof by SBCTA and receipt of SBCTA's written permission.
- E. Any SBCTA communications or materials to which CONSULTANT or its subconsultants or agents have access, or materials prepared by CONSULTANT under the terms of this Contract, shall be held in confidence by CONSULTANT, who shall exercise reasonable precautions to prevent the disclosure of confidential information to anyone except as expressly authorized by SBCTA. Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing Work under this Contract shall be subject to attorney-client privilege and attorney work product doctrine and shall be confidential. CONSULTANT shall not release any reports, information or promotional material or allow for the use of any photos related to this Contract for any purpose without prior written approval of SBCTA.
- F. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- G. CONSULTANT, its employees, agents and subconsultants shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information ("PII") and/or Sensitive Security Information ("SSI") will be required to execute a Confidentiality Agreement.
- H. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than SBCTA.

ARTICLE XXX. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT, within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that ordered CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXXI. EVALUATION OF CONSULTANT

CONSULTANT's performance may be evaluated by SBCTA. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the Contract file. This information may be used when evaluating the firm on future proposal submittals.

ARTICLE XXXII. RETENTION OF FUNDS

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- B. No retainage will be withheld by SBCTA from progress payments due CONSULTANT. Retainage by CONSULTANT or subconsultants is prohibited, and no retainage will be held by CONSULTANT from progress payments due subconsultants. Any violation of this provision shall subject the violating CONSULTANT or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to CONSULTANT or subconsultant, in the event of a dispute involving late payment or nonpayment by CONSULTANT or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE CONSULTANTS and subconsultants.

ARTICLE XXXIII. RESPONSIBILITY OF CONSULTANT

- A. CONSULTANT shall be responsible for the professional quality, technical accuracy, and the assurance of compliance with all applicable federal, state, and local laws and regulations, and other Work furnished by CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for design or other standards for Work performance stipulated in the Contract.
- B. In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, CONSULTANT shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the Project and the Work performed by CONSULTANT within the areas of CONSULTANT's expertise. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impact on adjacent properties, public safety, and environmental considerations. At any time during performance of the Scope of Work, should CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties which could pose potential risk to SANBAG or the Project, CONSULTANT shall immediately document such matters and notify SBCTA in writing. CONSULTANT shall also similarly notify SBCTA in regard to the possibility of any natural catastrophe, potential failure, or any situation that exceeds environmental, design, and/or construction assumptions and could precipitate a failure of any structure or other part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

- C. When a modification to a construction contract is required because of an error or deficiency in the design Work provided under this Contract, CONSULTANT shall be responsible for any and all additional costs associated with the construction contract or the construction of the Project.
- D. SBCTA shall advise CONSULTANT of CONSULTANT's responsibility for additional costs as described above and shall collect the amount due, including but not limited to withholding of payments if the recoverable cost will exceed the administrative cost involved or is otherwise in SBCTA's best interest. SBCTA shall include in the Contract Audit File a written statement of the reasons for the decision to recover or not recover the costs from CONSULTANT.
- E. CONSULTANT shall document the results of the Work to the satisfaction of SBCTA, and if applicable, Caltrans and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of SBCTA's objectives.
- F. As applicable, the responsible consultant/engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, certify as-built drawings, and where appropriate, indicate his/her California registration or license number.

ARTICLE XXXIV. TECHNICAL DIRECTION

- A. Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager. The term "Technical Direction" is defined to include, without limitation:
 - 1. Directions to CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Work.
 - 2. Provision of written information to CONSULTANT which assists in the interpretation of drawings, reports, or technical portions of the Scope of Work described herein.
 - 3. Review and, where required by the Contract, approval of technical reports, drawings, specifications and technical information to be delivered by CONSULTANT to SBCTA under the Contract.
 - 4. SBCTA may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications as defined herein are limited to: substitutions of personnel identified in this Contract, including Key Personnel and project personnel and subconsultants; modifications to hourly rates, classifications, and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All administrative modifications shall be documented in writing between the Parties.

- B. Technical Direction must be within the Scope of Work under this Contract. SBCTA does not have the authority to, and may not, issue any Technical Direction which:
1. Increases or decreases the Scope of Work;
 2. Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;
 3. In any manner causes an increase or decrease in the Contract price as identified in this Contract, or the time required for Contract performance;
 4. Changes any of the expressed terms, conditions or specifications of the Contract; unless identified herein;
 5. Interferes with the CONSULTANT's right to perform the terms and conditions of the Contract; or
 6. Approves any demand or claim for additional payment.
- C. Failure of CONSULTANT and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken, shall be subject to the provisions of the "DISPUTES" Article herein.
- D. All Technical Direction shall be issued in writing by SBCTA's Project Manager.
- E. CONSULTANT shall proceed promptly with the performance of Technical Direction, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA falls within one of the categories defined in B.1. through B.6. of this Article, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from the CONSULTANT, SBCTA's Project Manager shall:
1. Advise CONSULTANT in writing within thirty (30) calendar days after receipt of the CONSULTANT's letter that the Technical Direction is or is not within the scope of this Contract.
 2. Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.
- F. There shall be no changes in CONSULTANT's Key Personnel as identified herein, without prior written approval by SBCTA's Project Manager.

ARTICLE XXXV. KEY PERSONNEL

The personnel specified below are considered to be essential to the Work being performed under this Contract. Prior to diverting any of the specified individuals to other projects, or reallocating any tasks or hours of Work that are the responsibility of key personnel to other personnel, CONSULTANT shall notify SBCTA in writing and shall submit justifications (including proposed

substitutions, resumes and payroll information to support any changes to the labor rate) in sufficient detail to permit evaluation of the impact on the Project. Diversion or reallocation of key personnel shall not be made without prior written consent of SBCTA's Project Manager. CONSULTANT shall not substitute any key personnel without the prior written consent of SBCTA's Project Manager. In the event that the Parties cannot agree as to the substitution of key personnel, SBCTA may terminate the Contract.

Key Personnel are:

Name	Job Classification/Function
Jamal Salman	Project Manager
Joe Sawtelle	Deputy Project Manager/Project Engineer
Issac Alonso Rice	Design Team 1 Lead
Jesus Paez	QA/QC Manager
Alaedin Moubayed	Structures Lead
Steven Lutz	Design Team 2 Lead
Brian Calvert	Environmental Lead
Sam Mansour	Railroad Coordination
Steven Bradley	Toll System Lead

ARTICLE XXXVI. REPRESENTATIONS

All Work supplied by CONSULTANT under this Contract shall be supplied by personnel who are qualified, careful, skilled, experienced and competent in their respective trades or professions. CONSULTANT agrees that they are supplying professional services, findings, and/or recommendations in the performance of this Contract and agrees with SBCTA that the same shall conform to professional and engineering and environmental principles and standards that are generally accepted in the profession in the State of California.

ARTICLE XXXVII. ADDITIONAL TERMINATION PROVISIONS

- A. In addition to the terms of Article VI, the following provisions apply to termination of the Contract.
- B. Termination for Convenience – SBCTA's Executive Director shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONSULTANT specifying the date of termination. On the date of termination stated in said notice, CONSULTANT shall promptly discontinue performance of Work and shall preserve Work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.
 1. CONSULTANT shall deliver to SBCTA all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms of this Contract.

2. If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
 3. CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.
- C. Termination for Cause – In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed against CONSULTANT or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its subconsultants related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the products and finished Work by whatever method SBCTA may deem expedient.
1. A waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT of the same or any other provision, nor be deemed to waive, amend, or modify this Contract.
 2. CONSULTANT shall deliver to SBCTA all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA within ten (10) working days of said notice.
- D. All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONSULTANT be entitled to any payment for prospective profits or any damages because of such termination.

ARTICLE XXXVIII. OPTION TERMS

INTENTIONALLY OMITTED.

ARTICLE XXXIX. ADDITIONAL PAYMENT TERMS.

A. STATEMENT WITH INVOICES.

CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCTA, that CONSULTANT has fully performed the Work invoiced pursuant to this

Contract for the period covered, that all information included with the invoice is true and correct, and that all payments to and claims of CONSULTANT and its subconsultants for Work during the period will be satisfied upon the making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.

B. JUNE INVOICES.

The invoice for Work performed in the month of June shall be submitted by July 10th.

ARTICLE XL. TAXES, DUTIES AND FEES

Except to the extent expressly provided elsewhere in this Contract, CONSULTANT shall pay when due, and the compensation set forth herein shall be inclusive of all: a) local, municipal, state, and federal sales and use taxes; b) excise taxes; c) taxes on personal property owned by CONSULTANT; and d) other governmental fees and taxes or charges of whatever nature applicable to CONSULTANT to enable it to conduct business.

ARTICLE XLI. PERMITS AND LICENSES

CONSULTANT shall, without additional compensation, keep current all governmental permits, certificates and licenses (including professional licenses) and required registrations necessary for CONSULTANT to perform Work identified herein.

ARTICLE XLII. CONFLICT OF INTEREST CODE

CONSULTANT is obligated to fully disclose to SBCTA, in writing, any conflict of interest issues as soon as they are known to CONSULTANT. CONSULTANT agrees that CONSULTANT and its staff shall comply with SBCTA's Conflict of Interest Policy, No. 10102.

ARTICLE XLIII. NOTIFICATION

All notices hereunder and communications regarding the interpretation of the terms of this Contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

To CONSULTANT	To SBCTA
3237 East Guasti Road, Suite 230	1170 W. 3rd Street, 2nd Floor
Ontario, CA 91761	San Bernardino, CA 92410-1715
Attn: Jamal Salman	Attn: Sal Chavez
	cc: Procurement Manager
Phone: (909) 563-8104	Phone: (909) 884-8276

ARTICLE XLIV. STOP WORK ORDER

Upon failure of CONSULTANT or its subconsultants to comply with any of the requirements of this Contract, SBCTA shall have the right to stop any or all Work affected by such failure until such failure is remedied or to terminate this Contract in accordance with the "TERMINATION" provisions in Articles VI and XXXVII.

ARTICLE XLV. CLAIMS

SBCTA shall not be bound to any adjustments in the Contract amount or schedule unless expressly agreed to by SBCTA in writing. SBCTA shall not be liable to CONSULTANT for any claim asserted by CONSULTANT after final payment has been made under this Contract.

ARTICLE XLVI. ERRORS AND OMISSIONS

CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all Work required under this Contract. CONSULTANT shall be liable for SBCTA costs resulting from errors or deficiencies in Work furnished under this Contract, including but not limited to any fines, penalties, damages, and costs associated with a modification to a construction contract required because of an error or deficiency in the Work provided by CONSULTANT under this Contract.

ARTICLE XLVII. WARRANTY

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

ARTICLE XLVIII. INDEPENDENT CONTRACTOR

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

ARTICLE XLIX. ATTORNEYS' FEES

If any legal action is instituted to enforce or declare any Party's rights under the Contract, each Party, including the prevailing Party, must bear its own costs and attorneys' fees. This Article shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a Party hereto and payable under the "Indemnity" provision of the Contract.

ARTICLE L. GOVERNING LAW AND VENUE

This Contract shall be subject to the law and jurisdiction of the State of California. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any Party to this Contract will be the Superior Court of California, San

Bernardino County. Each Party hereby waives any law or rule of court which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County.

ARTICLE LI. FEDERAL, STATE AND LOCAL LAWS

CONSULTANT warrants that in the performance of this Contract, it shall comply with all applicable federal, state and local laws, ordinances, rules and regulations.

ARTICLE LII. PRECEDENCE

- A. The Contract consists of the Contract Articles, Exhibit A "Scope of Work," Exhibit B "CONSULTANT's Approved Cost Proposal," SBCTA's Request For Proposals and CONSULTANT's Proposal, all of which are incorporated into this Contract by this reference.
- B. The following order of precedence shall apply: first, the Contract Articles; second, Exhibits A and B; third, SBCTA's Request For Proposals; and last, CONSULTANT's Proposal.
- C. In the event of an express conflict between the documents listed in this Article, or between any other documents which are a part of the Contract, CONSULTANT shall notify SBCTA in writing within three (3) business days of its discovery of the conflict and shall comply with SBCTA's resolution of the conflict.

ARTICLE LIII. GRATUITIES

CONSULTANT, its employees, agents, or representatives shall not offer or give to any officer, official, agent or employee of SBCTA any gift, entertainment, payment, loan, or other gratuity.

ARTICLE LIV. REVIEW AND ACCEPTANCE

All Work performed by CONSULTANT shall be subject to periodic review and approval by SBCTA at any and all places where such performance may be carried on. Failure of SBCTA to make such review or to discover defective work shall not prejudice the rights of SBCTA at the time of final acceptance. All Work performed by CONSULTANT shall be subject to periodic and final review and acceptance by SBCTA upon completion of all Work.

ARTICLE LV. DRUG FREE WORKPLACE

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

ARTICLE LVI. FORCE MAJEURE

CONSULTANT shall not be in default under this Contract in the event that the Work performed by CONSULTANT is temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, and natural disasters such as floods, earthquakes, landslides, and fires, or other catastrophic events which are beyond the

reasonable control of CONSULTANT and which CONSULTANT could not reasonably be expected to have prevented or controlled. "Other catastrophic events" does not include the financial inability of CONSULTANT to perform or failure of CONSULTANT to obtain either any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of CONSULTANT.

ARTICLE LVII. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

CONSULTANT shall comply with all applicable provisions of the Americans With Disabilities Act (42 U.S.C. § 12101 et seq.) in performing Work under this Contract.

ARTICLE LVIII. CLEAN AIR/WATER

CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended. CONSULTANT shall report each violation to SBCTA, who will in turn report each violation as required to assure notification to the Federal Awarding Agency and the appropriate EPA Regional Office. CONSULTANT agrees to include this requirement in all of its subcontracts which exceed \$100,000.

ARTICLE LIX. ENTIRE DOCUMENT

- A. This Contract constitutes the sole and only agreement governing the Work and supersedes any prior understandings, written or oral, between the Parties respecting the Project. All previous proposals, offers and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been expressly incorporated into this Contract.
- B. No agent, official, employee or representative of SBCTA has any authority to bind SBCTA to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.
- C. Both Parties have been represented or had the full opportunity to be represented by legal counsel of their own choosing in the negotiation and preparation of this Contract. Therefore, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either Party.

ARTICLE LX. CONTRACT

The two Parties to this Contract, who are the CONSULTANT and SBCTA, hereby agree that this Contract constitutes the entire agreement which is made and concluded in duplicate between the two Parties. Both of these Parties for and in consideration of the payments to be made, conditions mentioned, and Work to be performed, each agree to diligently perform in accordance with the terms and conditions of this Contract as evidenced by the signatures below.

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

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

**ASSOCIATED CIVIL &
TRANSPORTATION CONSULTING
ENGINEERS, INC. DBA ADVANCED
CIVIL TECHNOLOGIES**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Name: Jamal Salman
Title: CFO/Secretary

By: _____
Art Bishop
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Julianna K. Tillquist
General Counsel

CONCURRENCE

By: _____
Shaneka M. Morris
Procurement Manager

EXHIBIT A - SCOPE OF WORK

EXHIBIT A - SCOPE OF WORK

RFP No. 22-1002722

The San Bernardino County Transportation Authority ("SBCTA") is seeking professional services for the preparation of Plans, Specifications and Estimate (PS&E) for the Interstate 10 (I-10) Corridor Freight and Express Lane Project - Contract 2 ("Project") which would extend from Interstate 15 (I- 15) to Pepper Avenue in San Bernardino County. SBCTA Sales Tax Measure I funds and Federal funds will be used to cover the cost of the preparation of the final design phase. Funding for the next phases is currently not finalized, but State and/or Federal funds could be utilized. As such, the final plans and specifications should comply with applicable State and Federal requirements.

The project proposes to add one express lane in the median in each direction through this corridor segment. At I-15, one express lane will be added in each direction, connecting to the existing express lane in each direction currently being constructed by SBCTA. The express lane will continue to Pepper Avenue, then transition back to the existing general purpose lanes at Pepper Avenue. The overall project will be delivered as one design contract consisting of two design segments: Segment 2A (I-15 to Sierra Avenue) and Segment 2B (Sierra Avenue to Pepper Avenue). In addition, auxiliary lanes and other operational improvements are planned through this corridor. The environmental document and project report for an extended corridor were approved in May 2017. The geometrics approved in those documents will provide the initial basis for this final design, but the final lane configuration and location of ingress and egress locations shall be based on operational analysis conducted under this design contract. Importantly, the Contract 2 project will construct one express lane in each direction and be compatible with the PA/ED. Final design for a single express lane in each direction should minimize impact to ROW while incorporating provisions for a future second express lane where practical. Additionally, final design shall include the addition of auxiliary lanes at select locations not previously included in the PA/ED design, including eastbound between Cherry Avenue and Citrus Avenue, eastbound between Sierra Avenue and Cedar Avenue, and westbound between Riverside Avenue and Pepper Avenue. This project will include both the roadway work as well as toll collection system layout and infrastructure. The toll collection system design requirements will be prepared by the SBCTA toll system provider (TSP); however, extensive coordination will be required with the TSP, and the toll collection system infrastructure design will need to be incorporated into the final design plans developed under this design contract.

Final design services will include preparation of a supplemental project report and environmental revalidation to document that both construction packages are part of the longer corridor approved in the original project report and environmental document.

Caltrans will provide oversight for compliance with State design standards and requirements. Assistance with the preparation of the construction bid advertisement package, support *during right of way, responses to Requests for Information (RFI), and review of construction Contract Change Orders (CCO)* during the construction phase is required. Coordination with the designer of the Project Approval and Environmental Document Phase (PA/ED) may be required to obtain project files and latest project design information.

I. APPLICABLE STANDARDS

All documents shall be prepared in accordance with current SBCTA and Caltrans regulations, policies, procedures, manuals, and standards where applicable. CONSULTANT shall obtain, at its expense, all applicable Manuals and Standard Plans.

II. GENERAL DESCRIPTION OF REQUIRED SERVICES

- A. Required services listed below do not supersede the requirements established in the Contract.
- B. CONSULTANT Services include the studies, reports, drawings, plans, specifications, estimates, and special provisions necessary to complete the plans, specifications, and estimates for the addition of express lanes on the I-10 corridor.
- C. The deliverables list for the PS&E phase will be refined during the initial planning and scoping Project Development Team (PDT) meeting. Not all deliverables listed in this attachment may be required.
- D. CONSULTANT shall develop and maintain a Project schedule. The Project schedule may be presented monthly to the PDT meeting. A deliverables matrix will accompany the schedule. The deliverables matrix will highlight the status of the documents in the review process.
- E. CONSULTANT shall employ appropriate quality control and quality assurance procedures for every deliverable.
- F. CONSULTANT shall identify potential risks and uncertainties related to the delivery and construction of the Project. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impacts to adjacent properties, public safety, and environmental considerations. If at any time during the performance of this Scope of Services, CONSULTANT observes, encounters, or identifies any circumstance that could pose potential risk, CONSULTANT shall notify SBCTA immediately.
- G. The design will be prepared in English units.
- H. Prime contract terms and conditions will be incorporated into the subcontract agreements.
- I. The Task and WBS Structure used for pricing, cost reporting and schedule preparation shall be consistent with the Caltrans Workplan Standards Guide for Delivery of Capital Projects. Project Management activities will be performed in accordance to the Caltrans' Workplan Standards Guide for Delivery of Capital Projects.

- J. CONSULTANT shall prepare and submit monthly invoices and project controls reports. Invoices shall follow SBCTA templates and shall contain all required information including project percent complete and earned value. CONSULTANT shall manage the contract budget and shall provide a monthly report including Earned Value and Estimate at Completion.
- K. Project plans and specifications must comply with the Federal Americans with Disabilities Act (ADA) requirements 28 CFR, Part 35, and the *California and Local Building Codes* within the project limits. In accordance with 28 CFR Sec. 35.151, curbs and ramps must meet current ADA standards if the project includes streets that are to be newly constructed or altered (includes repaving). For ADA requirements, see Chapter 11 "Design Standards," and Section 12.7 of this chapter. Complete the Caltrans Certification of Compliance with Americans with Disabilities Act (ADA) Form.
- L. The final engineering technical reports must bear the signature, stamp or seal, registration number, and registration certificate expiration date of the registered civil engineer most directly in responsible charge or other registered or certified professional working on the report as specified in Section 9 of the Project Development Procedures Manual.
- M. CONSULTANT is responsible for the overall toll system design. Design shall be coordinated with the TSP to ensure its requirements for installing, operating, and maintaining the toll collection system are fully incorporated into the design submittals. This shall require coordination meetings with TSP in the development, review and approval of the design submissions. TSP to provide infrastructure requirements documentation to assist CONSULTANT in developing the power, communications, pads, conduit, gantry structures and poles requirements for this project. The TSP will be responsible for maintaining and operating its toll collection system, so all measures shall be taken to ensure these activities can be performed safely in the design.
- N. CONSULTANT is responsible for determining the final lane configuration, location of ingress and egress points, and express lane transitions at the west and east end of the I- 10 express lanes. Final design shall be coordinated with the project stakeholders including SBCTA, Caltrans, and FHWA, and shall include operational analysis where appropriate and may include alternative analysis and cost estimates for these alternatives.

III. ASSUMPTIONS

- A. There may be up to eight meetings per month (including conference calls) during the duration of this contract, including one mandatory monthly PDT meeting.
- B. CONSULTANT will coordinate with SBCTA, TSP and Caltrans prior to distribution of all deliverables to determine the points of contact, number of hardcopies and format of electronic files.

- C. Assume one SBCTA and TSP peer review and two Caltrans reviews for each major deliverable and a workshop for comment resolution, if required.
- D. Assume there will be two bid packages, final estimates and final reports. SBCTA may choose to package this work in multiple packages, such as early bridge work, or split out the civil and toll systems work.

IV. SCOPE OF SERVICES

Following the selection of a CONSULTANT, the selected firm shall prepare and submit a Cost Proposal and Project Schedule. The selected firm shall use the latest SBCTA Work Breakdown Structure (WBS), which follows the Caltrans Work Plan Standards Guide for Delivery of Capital Projects, and cost and schedule templates for the preparation of the cost proposal and schedule.

TASK 3.100.15 - PROJECT MANAGEMENT

3.100.15 Project Management

CONSULTANT shall furnish a Project Manager to coordinate all CONSULTANT operations with SBCTA, including but not limited to, tracking progress of the work and administering subcontracts. CONSULTANT Project Manager shall provide overall project management, coordination, and supervision of project staff to facilitate the performance of the work in accordance with standards and requirements of the SBCTA and other applicable standards and requirements. CONSULTANT Project Manager shall prepare and submit monthly project progress reports to SBCTA Project Manager.

Deliverables:

- Monthly Progress Reports

3.100.15-1 Coordination and Meetings

CONSULTANT Project Manager shall conduct regular meetings with SBCTA, and shall conduct meetings and coordination with other stakeholders, including Caltrans and other agencies in monthly PDT meetings or technical workshops and focused meetings as necessary. CONSULTANT Project Manager will be responsible for preparation of agendas and meeting minutes, communication and distribution of project records and information, and responses to all internal requests for information about the project.

Deliverables:

- PDT meeting notices, agendas, handouts/exhibits, deliverable matrix, and minutes.

3.100.15-2 Administration

CONSULTANT Project Manager shall prepare and update the Project schedule on a monthly basis or as needed. Project schedule shall be logical, complete, and shall consider SBCTA peer reviews. CONSULTANT Project Manager shall provide regular reporting on the project status, including, but not limited to, schedule, contract budget, general progress on project tasks, and project issues and concerns. CONSULTANT Project Manager shall maintain project files using the Caltrans Uniform System in hard copies and electronic format.

CONSULTANT Project Manager shall prepare and implement a Project Specific Quality Control/Quality Assurance (QA/QC) Plan in conformance with Section V and a Risk Management Plan following SBCTA format and content requirements; CONSULTANT Project Manager will be responsible for adherence to all applicable SBCTA administrative policies and procedures.

Deliverables:

- Project Schedules
- Project Master Files
- QA/QC Plan and Risk Management Plan

TASK 3.180 – PREPARE ENVIRONMENTAL REVALIDATION AND SUPPLEMENTAL PROJECT REPORT

Throughout this scope of work adopted California Environmental Quality Act/National Environmental Policy Act (CEQA/NEPA) document refers to the Environmental Impact Report/Environmental Impact Statement (EIR/EIS) that was adopted in 2017.

CONSULTANT shall develop design for one express lane compared to the two express lanes approved during the PA/ED phase, avoiding impact to ROW to the extent practical. CONSULTANT shall develop eastern logical termini for the project in the vicinity of Pepper Avenue. CONSULTANT shall also coordinate the western connection of the SBCTA express lanes with Contract 1, which may include revisions to the number of lanes and location of ingress and egress points based on operational analysis. CONSULTANT shall develop design for three auxiliary lanes at select locations including from Cherry Avenue to Citrus Avenue (eastbound), from Sierra Avenue to Cedar Avenue (eastbound), and from Riverside Avenue to Pepper Avenue (westbound). Based on these geometrics, an environmental revalidation and supplemental project report shall be prepared to document the construction sequencing proposed for this project. This Scope of Work assumes that the project will deliver a single express lane in Contract 2 rather than the dual express lanes approved in the environmental document and 2019 Update to the 10-Year Delivery Plan. Additionally, if requested, CONSULTANT will provide the environmental revalidation and Supplemental Project Report for the following modifications:

1. Implementation of the three new auxiliary lanes
2. Shifting of the I-10 centerline between Cedar Avenue and Riverside Avenue

Deliverables:

- Revised Geometric Approval Drawings including Design Standard Decision Document
- Environmental Revalidation
- Supplemental Project Report

At the outset of the project, a traffic memorandum will be prepared by the CONSULTANT that concludes that the traffic included for the opening year and design year in the adopted California Environmental Quality Act/National Environmental Policy Act (CEQA/NEPA) document will be valid for the updated opening year and design year that is now associated with the project. It is assumed that this determination will be made including the change from two express lanes to one express lane in each direction. It is also assumed this determination will include the three additional auxiliary lanes requested. If the conclusion is that a supplemental traffic study is needed and the opening and design year traffic information from the adopted CEQA/NEPA document is no longer valid, then a separate scope and fee will be submitted to address the required additional environmental studies and documentation. Furthermore, no vehicle miles travelled (VMT) analysis or Senate Bill (SB) 743 related analysis, evaluation, discussion, or compliance is assumed to be required for Contract 2, and none is included in this scope of work.

It is assumed that the purpose and need from the adopted CEQA/NEPA document will not be revisited or revised.

3.180-1 Approach Memorandum

Once the updated layout for the project is developed, CONSULTANT will prepare a brief Approach Memorandum outlining each resource area addressed in the adopted CEQA/NEPA document and the work that will be performed related to that resource area based on the finalized project layout, or conversely the reason why no additional effort is required. No detailed discussion or analyses are assumed to be included in this document. This Memorandum will be used to obtain concurrence from Caltrans on the analyses to be performed.

Deliverables:

- Draft Approach Memorandum for SBCTA and Caltrans review
- Revised Draft Approach Memorandum for SBCTA and Caltrans review
- Final Approach Memorandum for SBCTA review and Caltrans review and approval (assumes no additional comments)

3.180-2 Paleontological Mitigation Plan

A Paleontological Mitigation Plan (PMP) that conforms to all requirements outlined in the Caltrans SER Volume 1 Chapter 8 (Paleontology), addresses the mitigation measures and recommendations outlined in the adopted CEQA/NEPA document, and identifies all paleontological tasks and procedures that will be required in order to

reduce potential impacts to paleontological resources should they be discovered. The PMP will include project background information and recovery goals; description of when and where paleontological monitoring will be required (with accompanying GIS maps); pre-construction measures such as a pre-construction meeting and workers environmental awareness program training (WEAP); monitoring methods and safety requirements; unanticipated discovery procedures to be implemented in the event that fossils are discovered when a monitor is not present; procedures for sampling, fossil and data recovery, and laboratory work (including preparation, identification, and analysis) that will conform to conditions set forth by the designated fossil repository; fossil curation agreement with a certified repository; and weekly, monthly, and final monitoring report requirements. The PMP will be prepared to cover Contract 2 (i.e., from I-15 to Pepper Avenue).

Deliverables:

- Draft Paleontological Mitigation Plan for SBCTA and Caltrans review
- Revised Draft Paleontological Mitigation Plan for SBCTA and Caltrans review
- Final Paleontological Mitigation Plan for SBCTA review and Caltrans review and approval (assumes no additional comments)

3.180-3 Environmental Revalidation

CONSULTANT will prepare a single NEPA/CEQA Environmental Revalidation (ER) form based on the ER form that is available on the Caltrans Standard Environmental Reference (SER) at the time that the document is prepared. The ER will address the previously specified modifications to the project design that have been included since the adoption of the CEQA/NEPA document for the project, including the three additional auxiliary lanes requested for this project. If there are other modifications/revisions/additions/improvements and/or these modifications/revisions/additions/ improvements would trigger the need for additional or supplemental studies, analyses, reports, evaluations, or other effort then this will be communicated to SBCTA and a scope and fee provided for approval prior to conducting this work. Using existing available information (i.e. no supplemental studies, analyses, reports, evaluations, or other effort or included) the updated design information, and the analyses included in Tasks 3.180-1 through 3.180-3, the Revalidation will document the following items. It will identify and document whether there are:

- Changes in project design (e.g., substantial scope change; a new alternative; change in project alignment)
- Changes in environmental setting (e.g., new development affecting traffic or air quality)
- Changes in environmental circumstances (e.g., a new law or regulation; change in the status of a listed species)
- Changes to environmental impacts of the project (e.g., a new type of impact, or a change in the magnitude of an existing impact)
- Changes to avoidance, minimization, and/or mitigation measures since the environmental document was approved.

A brief discussion related to the validity of the information provided in the adopted CEQA/NEPA documentation related to potentially impacted resources will be included. It is assumed that all resource areas will include a qualitative assessment only using existing available information. The two exceptions are that 1) an update hazardous materials records search (EDR) will be ordered and reviewed; and 2) a greenhouse gas (GHG) significance determination will be included. It is assumed that the EDR search will not reveal any Environmental Resources of Concern (RECs) or new hazardous materials sites that were not already included in the adopted CEQA/NEPA document and that no additional hazardous materials effort will be required. It is further assumed that the GHG determination will be that the project would result in a less-than-significant impact and no further effort will be required. It is assumed that the purpose and need from the adopted CEQA/NEPA document will not be revisited or revised; however, a brief discussion related to the current Caltrans priorities (equity, safety, multimodality) and the items included in the project addressing these considerations will be included based on information provided by the CONSULTANT. No equity or other studies are assumed or included.

It is assumed that no new mitigation will be identified or required, that no revisions to the CEQA/NEPA documentation itself will be required, that no recirculation or public availability of the CEQA/NEPA documentation will be required, and that no new supplemental, or revised Record of Decision will be needed. It is assumed that no areas containing sensitive environmental resources will be affected/impacted and no new laws or regulations will be identified since adoption of the environmental document that have to be addressed.

A determination will be provided on the ER Form regarding the validity of the existing NEPA and CEQA documents and findings. It is assumed that the finding will be that the NEPA/CEQA document is still valid in conjunction with the above listed analyses and that no further action is required related to the environmental documentation.

The ER will also address that the project is no longer utilizing a Design-Build approach. However, no analysis related to phasing is assumed to be needed since the project is assumed to be continuing as a single project with two closely timed construction phases as part of Contract 2, and that any interim condition would be very limited in duration (i.e., less than six months).

It is assumed that one ER will be prepared addressing both Contracts 2A and 2B. If an ER is required for each Contract (2A and 2B) then this would be out of scope.

Deliverables:

- Draft Environmental Revalidation for SBCTA and Caltrans review
- Revised Draft Environmental Revalidation for SBCTA and Caltrans review
- Final Environmental Revalidation for SBCTA review and Caltrans review and approval (assumes no additional comments)

3.180-4 Categorical Exemption/Categorical Exclusion for Geotechnical Borings

Using information included in the adopted CEQA/NEPA document, and upon completion of the Geotechnical Exploration Location Exhibit by the CONSULTANT, and Caltrans approval of the boring locations, CONSULTANT will prepare the environmental documentation for the geotechnical borings. It is assumed that no borings will be conducted in any jurisdictional drainages and that no permits would be required. It is further assumed that the borings for Contracts 2A and 2B will be covered in a single package and separate submittals/packages will not be required. If separate submittals/packages are required then this would be considered out of scope. A Caltrans Categorical Exemption/ Categorical Exclusion form will be prepared for Caltrans approval addressing the geotechnical borings. It is assumed that Caltrans will not require any supporting studies be prepared but it is assumed that a windshield review by a biologist will be performed to review the boring locations, and that Caltrans' cultural specialist (PQS) will prepare the screened undertaking for the borings (no effort by CONSULTANT cultural staff is assumed). The CE/CE will include a description of the activities and a brief discussion (two or three sentences) related to the biological, cultural, and hazardous materials related conditions related to the borings/potholing based on the information included in the adopted CEQA/NEPA document. No additional topics are assumed to be addressed in the CE/CE and no supporting technical studies or memoranda will be required. It is assumed that no permitting, consultation, or any other activities/effort will be required related to the borings.

Deliverables:

- Draft Categorical Exclusion/Categorical Exemption (CE/CE) for geotechnical borings for SBCTA and then Caltrans review
- Final Categorical Exclusion/Categorical Exemption (CE/CE) for geotechnical borings for SBCTA review and Caltrans review and approval (assumes no additional comments)

3.180-5 Environmental Commitment Record

CONSULTANT, following coordination with SBCTA, will meet with Caltrans to ensure that all parties are in agreement on those measures included in the Environmental Commitment Record (ECR) that must be addressed during PS&E and that it is clear who will be responsible for addressing each measure. At this meeting the process for tracking and documenting compliance with ECR measures will also be discussed and agreed upon. Following this meeting the ECR measures to be addressed and tracked will be documented in writing, along with the parties responsible, and sent to all appropriate project team members. Those ECR measures will then be addressed and tracked during PS&E; however, formal tracking submittals are not expected or included. The measures will be reviewed with the team at the outset of the project, again when the initial plans are submitted, and a third time when the 100% plans are submitted. It is expected that once any ECR measure is completed, a close out memorandum will be prepared and submitted to SBCTA and then to Caltrans for concurrence that the measure has been completed.

Deliverables:

- Environmental Commitment Record Tracking and Close-Out Memos

3.180-6 Plans and Specifications Reviews

CONSULTANT will work with the design team at the outset of PS&E to ensure that it is clear what items in the ECR need to be incorporated into the design plans and specifications. In addition, CONSULTANT will review the plans and specifications to confirm that ECR requirements are included. It is assumed that up to three (3) plan set submittals (assumes up to 64 total plan sheets per review) and three (3) specification submittals will be reviewed.

Task 3.180.20 Concept of Operations

ConOps Plan Elements

An updated ConOps Plan will be developed for the I-10 Corridor Freight and Express Lane Project - Contract 2 as a means to formulate goals and objectives that can be agreed upon by FHWA, Caltrans, and other stakeholders. The update ConOps will provide a high-level explanation of the operating concept and the expected benefits of the Project. The updated ConOps will identify potential strategies, tactics, policies, and constraints that affect the corridor. As such, the CONSULTANT will revisit the ConOps prepared during the PA/ED to summarize and facilitate consensus on the user and stakeholder needs along the corridor including facility design considerations, operational policies, transit enhancements, toll system architecture, and enforcement & incident management procedures. The ConOps will be updated to reflect the geometric layout plans, if changed from the approved PR.

Additional ConOps Plan Requirements

The updated ConOps Plan will be prepared in such a way that it meets FHWA requirements for a Conceptual ITS Plan. Preparation of the updated ConOps will also be done in coordination with any potential changes to the approved T&R for the Project.

Deliverables:

- Draft of updated ConOps Plan, if needed
- Final updated ConOps Plan, if needed

TASK 3.185 – PREPARE BASE MAPS AND PLAN SHEETS

Task 3.185.05 Updated Project Information

CONSULTANT shall request, collect, assemble, and review all pertinent project information, including, but not limited to, prior project related reports and Engineering Technical Reports, Environmental Documents and Environmental Technical Reports, CAD files and drawings, and relevant correspondence. CONSULTANT shall incorporate the collected materials and information into the Project Master File.

Deliverables:

- Project Records Files
- Utility Management Matrix

Task 3.185.10 Engineering and Photogrammetric Surveys

Mapping and Surveys and preparation of Base Maps were performed during the PA/ED phase. CONSULTANT shall review Project Mapping and Project Survey Control prepared to ensure completeness and accuracy. CONSULTANT shall inform SBCTA's Project Manager if there are incomplete or missing data in the Design Base Maps.

Task 3.185.10-01: Survey Control

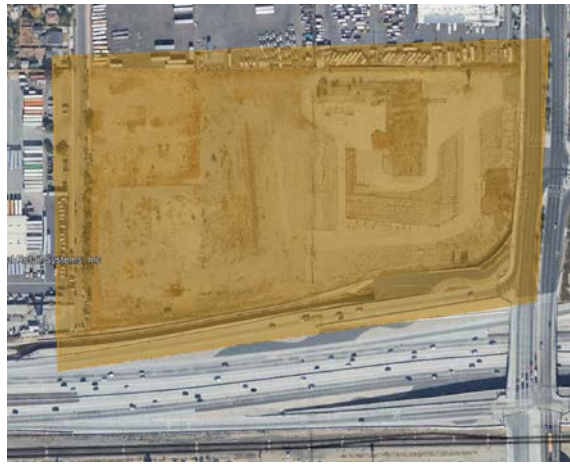
CONSULTANT will review the provided survey control data and site survey information (hard copy and electronic files) including survey control maps, coordinate control maps, existing right-of-way maps, existing monument maps, existing land-net information and any pertinent records of information provided review all provided survey control and information provided including survey control maps, right of way maps. After the control is reviewed, CONSULTANT will recover the horizontal and vertical control used in support of aerial mapping. The field surveyors will recover existing control monuments within the project limits and establish project-wide secondary control network for the project using a combination of GPS, conventional surveying and digital leveling methods. The survey procedures will meet Third Order Accuracy Standards, as specified by "Caltrans Orders of Survey Accuracy Standards for Supplemental Project Control", in accordance with the Caltrans Survey Manual. Horizontal datum for the control will be the North American Datum of 1983 (NAD83) (California Coordinate System of 1983, Zone V (TO BE VERIFIED)). Vertical datum will be the North American Vertical Datum of 1988 (NAVD88). All surveying and mapping for this project will be completed in the US Survey Foot unit of measurement.

Task 3.185.10-02: Aerial Topographic Mapping

CONSULTANT will obtain color aerial photography for two areas on the northerly side of the I-10. These two areas are shown below in Figures A (west of Citrus Avenue) and B (west of Cherry Avenue). CONSULTANT will generate 1 inch = 50-foot mapping with 2-foot contour intervals per Caltrans mapping standard. A 0.25' pixel color Orthophoto of the project sites will also be included as part of this scope in a TIF format with a TFW ASCII header file. The aerial topographic mapping will cover all areas of the proposed improvements and provide enough data to support preparation of the PS&E.

CONSULTANT understands the need to merge the existing aerial data that was acquired approximately 12 years ago, with these two new areas. CONSULTANT will perform ground survey quality assurance only around the new defined areas to verify compatibility with the control datums.

The two areas that require aerial photography are illustrated in Figures A and B below:

Figure A**Figure B**

Task 3.185.10-03: Drainage Surveys

For budgeting purposes, CONSULTANT is estimating 100 drainage features, including drainage manholes, drainage inlets and open drain inlets and outlet locations within the project limits.

Surveys will include top of inlet structure and flow line within the existing, surface visible drainage locations. CONSULTANT will make a reasonable effort to expose the existing flow line. CONSULTANT will provide a listing including the northing, easting, elevation and description for each of the drainage improvements, together with site photos and a field sketch for each drainage structure field located.

Task 3.185.10-04: Geotechnical Boring Location Surveys

For budgeting purposes, CONSULTANT is estimating 100 geotechnical boring locations completed within the project limits. After boring is completed the field surveys will record location of the markings for each boring location. Surveys will include elevation of existing ground, horizontal and vertical references points set by others, and a description of the boring location. CONSULTANT will provide a listing including the northing, easting, elevation, digital pictures and description for each of the geotechnical boring locations.

Task 3.185.10-05: Utility Pothole Location Surveys Segment

For budgeting purposes, CONSULTANT is estimating there will be 100 utility pothole locations completed by others within the project limits. After utility potholing is completed, the field surveys will record location of the markings for each pothole location completed. Surveys will include elevation of existing ground, horizontal and vertical record of reference points set by others, and a description of the pothole location. CONSULTANT will provide a listing including the northing, easting, elevation, digital pictures and description for each of the pothole locations.

Task 3.185.10-06: Structure Surveys

For budgeting purposes, CONSULTANT is estimating twelve structures identified that will require additional field survey. These structure surveys will include bottom of soffit, column locations, abutment locations, beg/end slope paving, edge of deck, roadway clearances, wing walls, etc.

Task 3.185.10-07: Miscellaneous Conventional Design Surveys

Where needed, field surveys will be completed to provide supplemental data on features that were not visible in the aerial data and/or require higher accuracy standards. All conventional survey data will be in conformance with Caltrans Third Order Accuracy Standards. For budgeting purposes, CONSULTANT is estimating 10 field days and applicable office support for this effort.

Task 3.185.05 Roadway and Miscellaneous Design

CONSULTANT task includes design horizontal and vertical alignment, typical sections, superelevation diagrams, earthwork (cut and fill locations), and conceptual stage construction plans. Also included is an overhead sign and lighting concept plan

Deliverables:

- 35% level plans
- Concept overhead and sign concept plan

Task 3.185.25 Final Railroad Involvement Determination

CONSULTANT task includes preliminary investigations and meetings to determine railroad involvement and right of way impacts. Does not include obtaining of railroad agreements.

Task 3.185.25.30 Utility Conflict Maps

Includes internal review and redesign to avoid relocation. Includes preparation and transmittal of conflict maps to the utility companies, and determination of utility ROW needs.

Deliverables:

- Utility Management Matrix

TASK 3.200 - UTILITY RELOCATION

Task 3.200.20 Utility Relocation Package

CONSULTANT task includes preparing and approving Liability/FHWA Authorization Package and notifying utility owners of relocation requirements, obtaining Relocation Plans from Utility Companies determining liability, and obtaining funds, Notice to Owner, and Report of Investigation (ROI). Also includes transmitting Notice/Agreement/Permit to utility owner.

TASK 3.205 – PERMITS & AGREEMENTS

The previous jurisdictional delineation field work for the project was conducted in 2016. To confirm that current conditions are consistent with the conditions observed during the 2016 field work, a desktop review of the delineation results using updated aerials will be conducted to confirm there are no changes of note. In addition, CONSULTANT will perform a field verification site visit to assess any areas where conditions might have changed, where previously identified aquatic resources have been removed, and to confirm that the results meet the needs of new or modified regulations or programs, such as the 2019 State Wetland Definition and Procedures. A memorandum documenting the findings of the desktop review and the subsequent field work for the project study area will be prepared that includes background information, delineation methods, and the results of this delineation in text, tabular, and graphical formats. If appropriate, the report will include USACE-approved ordinary high-water mark (OHWM) Data Sheets and Wetland Determination Data Forms; figures will include project location maps and jurisdictional delineation maps that show the geographic boundaries of the USACE, RWQCB, and CDFW jurisdictional areas, soil pit locations, any transect locations, and photo locations, as appropriate. It is assumed that one field day for two staff will be sufficient to conduct the field verification.

Deliverables:

- Draft Field Verification Memorandum for SBCTA and then Caltrans review
- Revised Draft Field Verification Memorandum for SBCTA and then Caltrans review
- Final Field Verification Memorandum for SBCTA review and then Caltrans review/concurrence

Aquatic Resource Impact Analysis

As part of the application preparation for the project, CONSULTANT will complete an impact analysis that quantifies the proposed project impacts, using the GIS files generated from the jurisdictional delineation that will be provided by the applicant and the updated project design. The analysis will include the impacts categorized by permanent

and temporary, by jurisdiction (USACE, RWQCB and CDFW), and by resource type. The impacts will be depicted graphically in figures and presented in tables that will be included in the applications.

USACE CWA 404 Nationwide Permit Authorization Request

Based on CONSULTANT's understanding of the proposed project, it is assumed that the project would qualify for processing under the USACE Nationwide Permit (NWP) Program. A written request for authorization (a PCN) under the NWP Program will be prepared by the CONSULTANT for review and submitted to the USACE. If a higher level permit is required then a scope and fee will be provided to SBCTA for approval prior to conducting this work. A PCN generally includes the following elements. It is assumed that this information will be provided by the CONSULTANT TEAM or be available in the adopted CEQA/NEPA document.

- Detailed description of the proposed project, including cross-sections or similar graphic depicting the proposed work
- Description of the project's purpose
- Detailed description of the jurisdictional areas that would be affected by the proposed project
- Discussion of the approvals and certifications being obtained from other Federal, State, and local agencies
- Documentation demonstrating compliance with Section 106 of the National Historic Preservation Act (generally accomplished by submittal of a Cultural Resources Report)
- Documentation demonstrating compliance with the Endangered Species Act (generally accomplished by submittal of a Biological Opinion)
- A brief description of the off-site mitigation proposal through an agency-approved resource conservation entity

CONSULTANT will include the results of impact analysis as part of the PCN, which will also be used for the RWQCB 401 Water Quality Certification and CDFW Notice of Lake or Streambed Alteration applications.

Deliverables:

- Draft 404 NWP PCN application for SBCTA and then USACE review
- Final 404 NWP PCN application for SBCTA review and then USACE review and issuance of permit

RWQCB Water Quality Order Application

An application for a Water Quality Order will be prepared and submitted to the RWQCB for review. It should be noted that the previous Clean Water Act Section 401 Certification Rule was vacated on October 21, 2021 and is therefore no longer in effect. The proposed scope has been prepared to be consistent with the vacated Rule to capture requirements that may be required at the time of implementing this task, including a pre-filing meeting.

The request will include:

- A detailed description of the proposed project, including cross-sections or similar graphic depicting the proposed work
- A description of the project's purpose
- A detailed description of the jurisdictional areas that would be affected by the proposed project
- Avoidance and minimization measures for impacts on waters of the State and water quality
- A discussion of the approvals and certifications being obtained from other Federal, State, and local agencies
- An alternatives analysis, as discussed below
- A restoration plan to address the temporary impacts, commensurate with level of temporary impacts (discussed in detail in separate task below)
- A compensatory mitigation strategy plan to address permanent impacts (discussed in detail in separate task below)
- CEQA documentation.

The project is expected to require an alternatives analysis and to qualify as a Tier 2 project. Tier 2 projects include any projects that inherently cannot be located at an alternate location and require an analysis of on-site alternatives. The alternative analysis is assumed to consist of four alternatives: the proposed project, the no-project alternative and two additional on-site alternatives.

An application fee must be provided to the RWQCB as part of the application. It is assumed that SBCTA will provide the fee and annual fees, if applicable. No fees are assumed or included in this scope of work and associated cost.

Deliverables:

- Draft Water Quality Order application documentation for SBCTA and then RWQCB review
- Final Water Quality Order application documentation for SBCTA review and then RWQCB review and issuance of permit

CDFW Section 1602 Lake or Streambed Alteration Notification

CONSULTANT will prepare a Notification of Lake or Streambed Alteration for the project. The request will include a completed notification form; detailed project description; description of project impacts; CEQA documentation; and a brief description of the mitigation proposal.

A processing fee must be provided to CDFW with the notification; this fee is based on the cost of the project. CONSULTANT assumes that SBCTA will provide the appropriate fee. No fees are assumed or included in this scope of work and associated cost.

Deliverables:

- Draft Notification of Streambed Alteration Agreement request documentation for SBCTA and then CDFW review

- Final Notification of Streambed Alteration Agreement request documentation for SBCTA review and then CDFW review and issuance of Streambed Alteration Agreement

Aquatic Resource Permit Application Assumptions not Previously Covered Under Permitting Tasks

CONSULTANT will conduct two rounds of impact analysis based on the project design files and has assumed two additional minor updates based on expected design changes.

One permit (i.e., 401, 404, 1602) will be obtained that covers Contract 2A and 2B. If individual permits are required for each Contract (i.e., 2A and 2B) then this would be out of scope.

Permit applications will be prepared once the layouts for the entire alignment (i.e., both Contracts 2A and 2B) have been provided.

Coordination with the State Historic Preservation Office or tribal representatives for Section 106 of the National Historic Preservation Act is not included and the consultation conducted in support of the adopted 2017 CEQA/NEPA document is assumed to be sufficient for the permitting.

Formal or informal consultation with the wildlife agencies will not be required to demonstrate compliance with Federal Endangered Species Act (FESA) or California Endangered Species Act (CESA).

Reviews of all the applications will be conducted concurrently.

SBCTA will pay all required application and/or permit fees.

- No biological related fieldwork, surveys, documentation, consultation, or other effort will be required.
- Mitigation for the Project, if required, will be identified, secured, and purchased by SBCTA
- It is assumed that all rights of entry and access for field work shall be obtained and provided by CONSULTANT, if required.
- Any permit compliance requirements or measures are not included in this scope of work

The existing jurisdictional delineation data will meet the agency standards, definitions and guidance.

Restoration Plan

CONSULTANT will prepare a Restoration Plan that is expected to be required as a condition of the Section 401 Water Quality Certification from the RWQCB and Streambed Alteration Agreement from CDFW. The Restoration Plan is expected to address the restoration of temporary impact areas within the project site.

CONSULTANT will prepare the plan in accordance with RWQCB and CDFW guidelines and expectations and will include, at a minimum, methodology and design to re-contour

the land; measures to alleviate soil compaction; native plant species to be used, container sizes, and seeding rates; planting schedules; description of irrigation methodology; measures to control exotic vegetation on-site; monitoring and reporting program; specific success criteria; and corrective actions to be taken if restoration activities do not meet the proposed success criteria. Prior to preparing the plan, a CONSULTANT restoration biologist will visit the project site to assess the area where the temporary impacts are anticipated to occur, as well as the area where mitigation would be taking place.

Deliverables:

- Draft Restoration Plan for SBCTA and then RWQCB and CDFW concurrent review
- Final Restoration Plan for SBCTA review and then USACE and CDFW concurrent review and approval

Compensatory Mitigation Strategy Plan

CONSULTANT will prepare a plan to summarize how SBCTA intends to comply with compensatory mitigation requirements. CONSULTANT will work with SBCTA to develop a mitigation strategy that will meet the project needs and that can be presented to the aquatic resource agencies for approval. CONSULTANT will evaluate the options with regard to availability of appropriate mitigation, pricing, agency preference and efficiency of fulfilling the mitigation needs and provide recommendations to the project proponent and the associated agencies.

Deliverables:

- Draft Compensatory Mitigation Strategy Plan for SBCTA and then USACE, CDFW, and RWQCB concurrent review
- Revised Draft Compensatory Mitigation Strategy Plan for SBCTA and then USACE, CDFW, and RWQCB concurrent review
- Final Compensatory Mitigation Strategy Plan for SBCTA and then USACE, CDFW, and RWQCB concurrent review and approval

Regulatory Agency Coordination

Regulatory agency (USACE, RWQCB, and CDFW) coordination will commence immediately upon receipt of Notice to Proceed and will continue throughout the permit processing period. The primary objective of initiating agency coordination at the start of the project is to explain the proposed project and project schedule, receive agency buy-in of the permit approach, and identify specific agency staff assigned to the project in advance of submitting permit applications. CONSULTANT has found that early coordination with the agencies and identification of assigned agency staff prior to submitting applications has led to quicker agency review of submitted materials and faster response times.

The level of effort required to obtain regulatory permits is commensurate with the complexity of the project and project schedule. CONSULTANT's scope represents anticipated level of coordination necessary to facilitate regulatory permits for the project and includes hours for regulatory agency and CONSULTANT team coordination.

Should additional coordination with the agencies be necessary, CONSULTANT will prepare an additional scope of work to continue providing assistance with agency coordination and data requests.

It is assumed that up to five in-person meetings related to the permitting effort will be attended by two CONSULTANT staff.

Deliverables:

- Attendance at up to five in-person meetings by CONSULTANT permitting staff (up to two staff)

Task 3.205.15 Railroad Agreements

CONSULTANT task includes support services and assistance required involved in preparing a Railroad Service Contract, a Railroad Construction and Maintenance Agreement and Public Utility Commission (PUC) application. Work includes coordination, preparation, and execution of all needed railroad agreements and all other work, during the Railroad Agreement efforts, not defined or covered in this scope of work.

Deliverables:

- Railroad Coordination Services with SBCTA, UPRR, CPUC, and Utility carriers within the Railroad Right-of-Way
- Coordinate and assist in preparation and development of the required Railroad Agreements including permits and CPUC Applications
- Coordinate and assist in submittals of project design plans, and environmental documents, during the various design phases to UPRR, to secure their review and approvals

TASK 3.220 - PERFORM RIGHT OF WAY ENGINEERING

Task 3.220.05 and 220.10 Existing Land Net and Preparation of Land Net Map

CONSULTANT shall collect all record data and field evidence required to begin development of the Right of Way Base Map. Perform research to locate all relevant survey and land ownership records to complete existing land-net survey, boundary analysis, determination, and delineation. CONSULTANT shall prepare land net survey as required for easements, and monumentations for perpetuation of record of survey.

Task 3.220.05-01 Perform Land Net Recovery and Field Notes

CONSULTANT will prepare a search map for record monuments identified from record search data and provide copies to the field survey crew. The field survey crews will recover monuments shown on the record maps and documents. All recovered monuments will be tied into the survey control using GPS and terrestrial survey methods in conformance with the requirements stated within "Accuracy Classifications and Standards" for Caltrans Third Order survey.

Task 3.220.05.02 Land Net Survey

Field crews will begin the process of searching, locating and tying in pertinent cadastral monuments to establish the State right of way, crossing and parallel streets, and other critical rights of way, and those parcels identified for permanent takes.

Task 3.220.05-03 Review Preliminary Title Reports of Affected Parcels.

For budgeting purposes, CONSULTANT estimates 40 private/commercial/government parcels that currently include eleven (11) railroad parcels within the larger SPTC right of way. The potential number of parcels identified for acquisition is estimated at 40 TCEs and 5 fee acquisitions. The fee acquisitions do not indicate if they are in full or in part and so CONSULTANT estimation is based upon partial acquisition.

Work is limited to land net surveys for specific areas affected by acquisitions and where soundwalls and retaining walls may be constructed close to the state right of way that an accurate boundary determination is critical for acquisition, design, and construction. Mapping does not include crossing streets.

- Review all title reports of Contract 2 parcels for boundary determination.
- Title reports to be provided by others.
- Calculation of plottable easements for each parcel affected by acquisition.
- Plot easements on Land Net map.

Task 3.220.05-04 Land Net Base Map

The purpose of this task is to perform a Land Net Survey to establish the cadastral land base as required to support the establishment of current right of way, and future right of way requirements, and temporary construction easements required for the project. We understand that the Land Net will not be reviewed by Caltrans District 8, but our Land Net will still conform to the procedures and standards as outlined within the Caltrans District 8 Right of Way Engineering Quality Assurance Plan, Plans Preparation Manual, Right of Way Manual, Surveys Manual and the Drafting Manual.

The Land Net will include the establishment of the State right of way where required for the project, crossing streets, parcels identified for fee acquisition, and pertinent cadastral lines that support the historical and existing Land Net at the parcel acquisitions and where improvements may be placed close to the State right of way. Parcels identified for TCEs will be established based on record information and may not be included as part of the Land Net.

The Land Net will reflect those areas conducted by a field survey and those areas that are based on a calculated right of way per record map information. CAD layers will reflect such for the design team's understanding of what is surveyed and what is based on record data.

Deliverables:

- *Land Net Map*

Task 3.220.15 and 220.20 Right of Way Maps and Acquisition Documents

CONSULTANT shall prepare right of way appraisal maps and other maps and exhibits as needed to support right of way acquisition including deeds, legal descriptions, resolution of necessity legal descriptions, and other documents and exhibits as needed to support the acquisition of required property interests from property owners, utilities, railroads, and other agencies as required.

Deliverables:

- Right of way requirement maps
- Right of way appraisal maps
- Deeds
- Legal Descriptions
- Resolution of Necessity Exhibits as required
- Exhibits for utility relocations, railroad agreements, right of way acquisition, as required.

Task 3.220.15-01: Pre-Construction Records of Survey

CONSULTANT will prepare and file a Pre-Construction Records of Survey (RS) reflecting the existing Land Net, as surveyed in conformance with statutory requirements. For budgeting purposes, we will submit a single Record of Survey of the project that will highlight those areas that are field surveyed. Areas calculated by record information will be depicted on the RS Index Map as being “Not Surveyed”. The RS map will be prepared in conformance with existing standards as published by the County of San Bernardino Surveyor’s Office. Record of Survey map checking fees are excluded herein and will be provided by SBCTA.

The Record of Survey will show all found monuments within the project limits. This map will act as the monument preservation mechanism for the project.

Task 3.220.15-02: Caltrans Appraisal Maps

Upon completion of the Land Net and approved right of way requirements, we will begin the preparation of the Caltrans Appraisal Maps. The first step in this process is to establish the impacted owner parcels after a review of Preliminary Title Reports (PTR’s) and calculate the parcels by using the right of way requirements.

PTR’s and all back-up documents will be used to establish key parcel boundaries. We will also use the PTR’s to locate easements that affect the impacted parcels and plot those easements affecting said parcels.

CONSULTANT will prepare Caltrans Appraisal Maps only for those parcels affected by temporary and permanent acquisition. The Appraisal Maps will be broken down by those areas currently identified and projected for acquisition, broken down by a grouping of parcels. We estimate ten (10) “groupings” of Appraisal Maps, consisting of approximately 90 sheets total, showing full and/or partial acquisition parcels, permanent

and temporary construction easements as indicated above. The mapping will be prepared in conformance with Caltrans, District 8 guidelines and drafting standards. Appraisal Maps outside of the acquisition areas are excluded except smaller areas needed for continuity.

Since properties will be acquired by SBCTA for this contract, each parcel acquired for acquisition purposes will require a Parcel File (Parcel Binder) per District 8 requirements. Per Table 1 shown hereon will prepare 5 Parcel Binders. A Parcel Binder includes the following:

- Boundary narrative
- Original, wet signature copy of the legal description
- Preliminary Title Report (PTR) and supporting PTR documents
- Copies of all record maps and/or notes used for the establishment of the parcel
- Copies of all applicable closure reports
- Point plot of parcel; not to be confused with an exhibit plat
- Coordinate listing of parcel
- Copy of approved Hard Copy Map or right of way requirements documentation
- CD/DVD copy of all digital files supporting the Parcel Binder

Task 3.220.15.03: Updating the Caltrans Appraisal Maps

The Appraisal Maps are a living document ultimately requiring multiple updates, Caltrans submittals, and revisions due to design updates and acquisition changes through the overall design and construction phase of the project. It is the CONSULTANT'S experience that the budget required for said updates can vary up to approximately 20 percent of the original Appraisal Mapping budget as indicated within the above task.

Task 3.220.20-01 Prepare Acquisition Documents

CONSULTANT will prepare legal descriptions to support both the appraisal and acquisition process. The legal descriptions will be prepared in conformance with State and County standards. For budgeting purposes, CONSULTANT estimates 45 legal descriptions for temporary easements and for partial acquisitions, which will need to be written and accompanied by an Appraisal Map. Full acquisitions, if any, will not require a legal description.

A certain percentage of written legal descriptions require updating due to physical conditions upon inspection by appraisers and owners, physical constraints, and utility interferences. We have budgeted approximate 25 percent of legal descriptions to be updated.

Deliverables:

- Signed/Sealed Legal Description

Task 3.220.20-02: Resolution of Necessity

Resolutions of Necessity (RON) may be required for a certain percentage of the properties listed above. For budgeting purposes, CONSULTANT estimates that 25

percent of the properties will require a RON package. Submittal includes a legal description written to CTC standards and accompanying exhibit map.

Deliverables:

- RON Legal Description and Exhibit

Task 3.220.20-05: Right of Way Engineering Coordination Meetings

Per Client direction, the Project Manager and/or Senior Project Surveyor will attend two (2) meetings per month for thirty-six (36) months at a location to be determined. These meetings are to coordinate with all the right of way acquisition team members, provide project updates, and to support and facilitate solutions to questions that arise.

Task 3.220.20.06: Record Right of Way Map

Near completion of the project and acquisitions have been completed and excess property resolved, CONSULTANT will convert the Appraisal Maps to Record R/W maps. Because there are fewer permanent acquisitions, the number of sheets required for this effort is diminished and is not the same effort as the Appraisal Mapping. CONSULTANT has budgeted one submittal and one review for this effort.

Deliverables:

- Record Right of Way Maps

TASK 3.230 – PREPARE HIGHWAY DRAFT PLANS, SPECIFICATIONS & ESTIMATES

Task 3.230.05 Draft Highway Plans

CONSULTANT shall prepare the Highway Roadway Plans, Specifications, and Estimates (PS&E) plans set for the project following the Caltrans Highway Design Manual and Caltrans Standard Plans as appropriate. This will also include analysis of alternatives that may be required in looking at the most feasible terminus points, operational efficiencies, and ingress/egress locations. Sufficient study including design and cost estimates would be needed to provide adequate information for decisions on which alternative(s) to move forward with. Preparation of the Highway PS&E plans set shall include, but not be limited to, the preparation of the following roadway engineering sheets:

- Title Sheet
- Roadway/Geometric Layouts
- Construction Details
- Summary of Quantities
- Typical Cross Sections
- Profile and Superelevation Sheets
- Contour Grading Plans

- Stage Construction Plans
- Traffic Handling Plans
- Utility Plans
- Signing and Pavement Delineation Plans
- Retaining Walls (Standard) with Aesthetic Treatment
- Toll Infrastructure
- BMP Plans
- Transportation System Management
- Landscape Concept Plan
- Landscape Photographic Simulations
- Erosion Control Hydroseed Landscape Plans
- Existing Irrigation / Irrigation Removal 65% and 95% Plans.
- Existing Tree/Tree Removal 65% and 95% Plans, Legend, and Quantities.
- Drainage Plans
- ITS, Electrical, ETTM Plans

Preparation of the roadway plans shall be consistent with Caltrans design standards to the greatest extent feasible. CONSULTANT shall coordinate toll infrastructure design with TSP, who shall provide initial infrastructure design requirements for its toll collection system. Enforcement and CHP considerations (including safe locations for CHP to monitor traffic in the express lanes and safe areas for CHP to pull over vehicles in the Express and GP lanes) will need to be incorporated into the design.

CONSULTANT shall perform internal QA/QC plans check and review and shall submit copies to SBCTA for peer review prior to submittal to Caltrans. CONSULTANT shall notify SBCTA's Project Manager if the CONSULTANT is seeking any exceptions to any applicable design standards.

Deliverables:

- 65% Plans
- 95% Plans

Task 3.230.20 Transportation Management Plan

CONSULTANT will prepare the Draft and Final Transportation Management Plan (TMP) in accordance with current Caltrans procedures and guidelines. The TMP will identify specific measures that can be taken during construction to reduce impacts due to construction on the traveling public and to provide travel through and around the work area.

Deliverables:

- Transportation Management Plan – Two (2) TMP reports, one for each contract, 2A and 2B

Task 230.25.99 Other Draft Utility Plan Products

Includes all other work conducted during the Draft Utility Plan efforts that is not defined or covered in other WBS 230.25 elements.

Task 3.230.35 Draft Highway Specifications

CONSULTANT shall prepare the Highway Specifications and Special Provisions for the project following the Caltrans Standard Specifications. CONSULTANT shall notify SBCTA's Project Manager if the CONSULTANT is seeking any exceptions to this requirement.

Deliverables:

- Draft Standard Special Provisions (65% and 95% PS&E)

Task 3.230.40 Draft Highway Quantities and Estimates

CONSULTANT shall prepare the Highway Quantities and Estimates for the project following the Caltrans Standard Specifications including periodic cost updates, as well as cost estimates to support the analysis of project alternatives developed during design. CONSULTANT shall notify SBCTA's Project Manager if the CONSULTANT is seeking any exceptions to this *requirement*.

Deliverables:

- Draft Quantities and Estimates

Task 3.230.60 Updated Storm Water Data Report

CONSULTANT will prepare an Updated Storm Water Data Report (SWDR) in accordance with current Caltrans procedures and guidelines. The SWDR will identify specific measures that can be taken to handle storm water flows around the work area.

Deliverables:

- Storm Water Data Report-PS&E – Two (2) SWDR for contractors 2A and 2B

Task 3.230.70 Updated Hydraulics Report

CONSULTANT will prepare an updated Hydraulics Report in accordance with current Caltrans procedures and guidelines. The updated Hydraulics Report will evaluate existing drainage systems and will be used to support the drainage plans.

Deliverables:

- Hydraulics Report; modeling results of the one parallel drainage facilities will be incorporated into the updated Hydrology/Hydraulics Report at 65% and 95% submittals

Task 3.230.80 Geotechnical Design Report

CONSULTANT will prepare a Geotechnical Design Report in accordance with current Caltrans procedures and guidelines. The Geotechnical Design Report will be used for recommendations to complete the plans and specifications.

Deliverables:

- Geotechnical Design Report

Task 3.230.80 Updated Materials Report

CONSULTANT will prepare an updated Materials Report in accordance with current Caltrans procedures and guidelines. The updated Materials Report will be used to support the pavement structural section design.

Deliverables:

- Materials Report

TASK 3.235 – Mitigate Environmental Impacts and Clean Up Hazardous Waste

Task 3.235 (and all associated subtasks) have not been included as part of the original Scope of Work, though these tasks will still be necessary for the delivery of this project. If requested by SBCTA, CONSULTANT will perform the following:

Task 3.235.10.10 Detailed Hazardous Waste Site Investigation

CONSULTANT will prepare an updated Initial Site Assessment in relation to TCE/FA parcels as necessary.

Deliverables:

- Updated HW ISA

TASK 3.240 – PREPARE STRUCTURAL DRAFT PLANS, SPECIFICATIONS & ESTIMATES

Task 3.240.60 Hydraulics Report

CONSULTANT will prepare the Draft and Final Hydraulics Report in accordance with current Caltrans procedures and guidelines. The Hydraulics Report will identify strategies and requirements for use by the design engineer to prepare the structural plan sheets, as follows.

1. *Day Creek Channel (Station 1535)*

The Day Creek Channel is a concrete rectangular channel. The proposed project will widen the bridge over the creek. In addition, retrofit is proposed to pier walls. The area is currently mapped as FEMA Zone X. No hydraulic analysis was performed in the concept design study (Parsons 2015).

A hydraulic model (1D HEC-RAS or WSPG) will be created to characterize the existing hydraulic Conditions. The model will be updated to incorporate the proposed project conditions. The modeling results will be used to provided hydraulic design parameters and assess the potential hydraulic or floodplain impacts.

2. *RCB Crossing Drain (Station 1576)*

No prior hydraulic analysis was performed, and no hydraulic issue was noted in the concept design study. The RCB may need to be extended due to the proposed project. The hydraulic analysis will be performed such that the existing capacity is maintained under the proposed project conditions. The hydraulic parameters will be provided for the headwall or outlet protection design if required.

3. *Etiwanda Creek Channel (Station 1580)*

This is a rectangular channel. The bridge widening would require extension of the rectangular reinforced concrete channel cross section into the natural channel, along with possible modifications to the upstream transition structure. The area and creek are mapped as FEMA Zone A. The preliminary hydraulic analysis used FlowMaster. The concept design pointed out an existing freeway bank erosion issue west of the creek due to offsite flood water entering Etiwanda Creek.

Local hydraulic analysis using 1D HEC-RAS or WSPG will be performed to characterize the existing conditions. The model will then be updated to the proposed conditions to provide hydraulic design parameters and to assess the potential floodplain impacts. The erosion issue will be reviewed and scour mitigation measures such as rock slope protection will be provided. Potential floodplain impacts will be assessed and included in the report.

4. *RCB East of Etiwanda Creek (Station 1585)*

No prior hydraulic analysis was performed, and no hydraulic issue was noted in the concept design study. The southern end of RCBs will need to be extended. The headwalls will be replaced. The hydraulic analysis will be performed such that the existing capacity is maintained under the proposed project conditions. The hydraulic parameters will be provided for the headwall or outlet protection design if required. Potential floodplain impacts will be assessed and included in the report.

5. *San Sevaine Flood Channel (Station 1615)*

San Sevaine Channel is a County flood control facility and conveys storm runoff from the cities of Rancho Cucamonga and Fontana and unincorporated areas of San Bernardino County. The channel discharges to the Santa Ana River in Corona. The channels under I-10 consist of the San Sevaine Channel and I-10 Channel, with the confluence occurring just downstream of the Etiwanda Avenue eastbound on-ramp. The proposed improvement would widen the mainline and Etiwanda Avenue eastbound on-ramp bridges over the channel. The channel is mapped as FEMA floodway Zone AE within a flood hazard Zone X. The bridge widening would not impact the two rectangular reinforced concrete channel cross sections, except for removal and replacement of the existing walls that separate them. The effective flow area and conveyance capacity of the channel under the bridges would not change; therefore, they would not alter the floodplain.

A preliminary hydraulic analysis using USACE's HEC-RAS Version 4.1.0 was developed at the I-10 freeway crossing. It is assumed that the model will be provided. The provided HEC-RAS model will be validated to characterize the existing hydraulic conditions. The model will then be updated to reflect the proposed widened bridge and hydraulic conditions. The modeling results will be provided for the bridge design and/or floodplain impact assessment.

A FEMA no-rise certification will be prepared for SBCFCD review and approval as the channel is a floodway.

The potential temporary impact from the construction activities of the channel middle wall will also be analyzed.

6. *San Sevaine RCB (Station 1625) and Mulberry RCB (Station 1641)*

According to the draft project report, these two sets of RCBs currently convey only on-site flows from the freeway to the south. They will be abandoned in place. The on-site runoff will be conveyed to the outside of the pavement edges and will be collected via inlets and laterals and conveyed to the I-10 channel. Necessary hydraulic analyses will be performed and coordinated with the design team.

Deliverables:

- Hydraulics Report

Task 3.240.65 Preliminary Foundation Report

CONSULTANT will prepare the Preliminary Foundation Report to be utilized as part of the Structures Type Selection. The Preliminary Foundation Report shall document existing foundation conditions, make preliminary foundation recommendations, and identify the need for investigations, subsurface exploration, and studies.

Deliverables:

- Preliminary Foundation Report

Task 3.240.70 Subsurface Exploration and other Field Studies

CONSULTANT will perform work required to perform subsurface exploration to support the Foundation Report. This task includes all activities needed such as procurement of permits and rights to enter to perform any needed subsurface explorations. Results of the study shall be summarized in a report. Subsurface exploration work shall include proposed bridge widening and retaining or soundwalls required for the project.

CONSULTANT will perform an infiltration test to determine the percolation rates for the proposed storm water treatment facilities.

Deliverables:

- Log of Test Borings
- Infiltration Test Report

Task 3.240.75 Draft Structural Plans

CONSULTANT shall prepare the Structural Plans, Specifications and Estimates (PS&E) plans set for the project following the Caltrans Highway Design Manual and Caltrans Standard Plans as appropriate. Preparation of the Structural PS&E plans set shall include, but not be limited to the preparation of the following roadway engineering sheets:

- Title Sheet
- Foundation Plans
- Soundwall Plans
- Stage Construction Plans
- Structural Quantities
- Typical Cross Sections
- Bridge General Plans
- Retaining Wall Plans with Aesthetic Treatment
- Structural Special Provisions
- Independent Check Structural Design Calculations for Bridges
- Independent Cost Estimates for Bridges
- Aesthetic Concept Plans

The list of bridge structures/culverts (12 total) to be prepared by CONSULTANT is available below:

54-0351	Day Canyon Channel Br
54-0378 L/R	Etiwanda Wash Br
54-0378S	Etiwanda Wash Br (EB Off-Ramp)
54-0030	Valley Blvd EB Off-Ramp UC
54-0030L	Valley Blvd Left Br
54-0030R	Valley Blvd Right Br
54-0454	Etiwanda-San Sevaine Channel
54-0454L	Etiwanda-San Sevaine Left Br
54-0454R	Etiwanda-San Sevaine Right Br
54-0454S*	Etiwanda-San Sevaine Channel (EB On-Ramp)
54-0416	Kaiser Spur OH
54-0434	San Sevaine Cr Channel Box Culvert
54-0425M	Mulberry Cr Channel Box Culvert
54-0035	Cedar Ave OC (Tie-Back Wall)

CONSULTANT shall perform internal QA/QC plans check and review and shall submit copies to SBCTA for peer review prior to submittal to Caltrans. CONSULTANT shall notify SBCTA's Project Manager if the CONSULTANT is seeking any exceptions to any applicable design standards.

Deliverables:

- Type Selection Report
- 65% Plans
- 95% Plans
- Aesthetic Concept Exhibits (including retaining walls and soundwalls)
- Aesthetic Concept Photographic Simulations (including retaining walls and soundwalls)
- Aesthetic Concept Plans (including retaining walls and soundwalls)

Task 3.240.80 Foundation Report

CONSULTANT shall prepare the Foundation Report incorporating subsurface explorations through report and Log of Test Borings. The Foundation Report is to provide the required geologic and geotechnical recommendations needed to prepare the structural plans sheets.

Deliverables:

- Foundation Report

Task 3.240.90 Draft Structures Special Provisions and Cost Estimate

CONSULTANT task includes efforts required to prepare the draft Structures Plans, Specifications, and Estimate (SPS&E). The final product is a 95% complete draft set of Structure Plans, Structure Special Provisions, and Structure Cost Estimate.

Deliverables:

- 65% Special Provisions and Cost Estimate
- 95% Special Provisions and Cost Estimate

TASK 3.250 – PREPARE FINAL STRUCTURES PLANS, SPECIFICATIONS & ESTIMATES

CONSULTANT shall prepare the FINAL Structures PS&E for retaining walls and sound walls.

Deliverables:

- Sealed and signed retaining wall and sound wall plan sheets
- Design and independent check calculations for retaining walls and sound walls
- Quantity, check quantities, and marginal estimates for retaining walls and sound walls
- Electronic plans submittal in MicroStation format

TASK 3.255 – PREPARE FINAL PS&E PACKAGE

Task 3.255.20 Final District PS&E Package

This task includes the distribution of the draft final combined highway and structural PS&E package for final review by Caltrans, SBCTA, and other stakeholders. CONSULTANT shall address comments received and incorporate changes as appropriate in the final combined PS&E package. Under this task, CONSULTANT shall perform internal QA/QC plans check and review and shall submit the final combined PS&E package to an independent reviewer, which shall be provided by the CONSULTANT. The independent reviewer shall be a registered Professional Engineer in the State of California and shall certify the quality of the package and that the plans are constructible. The independent reviewer shall submit a stamped report to the SBCTA summarizing its review and certifying the constructability of the plans and that the final combined PS&E package is biddable. CONSULTANT will be responsible for completion of the draft final combined PS&E package in a manner where there is sufficient time to address comments during the independent review and finalize the PS&E package within the project schedule. CONSULTANT will be responsible for the constructability of the project.

Deliverables:

- Final Combined PS&E Package
- Independent Constructability and Ready-to-Bid Certification

Task 3.255.40 Resident Engineer File and Supplemental Materials

CONSULTANT shall be responsible for preparing the pending Resident Engineer File and other supplemental PS&E materials, which would include the following:

- Geotechnical Information Handout
- Construction Staking Package and Control
- Grid Grades
- Quantity Workbook
- Materials Information Handout
- Representative Cross Sections
- Project Controls for Construction
- Construction Permits

Deliverables:

- Pending Resident Engineer File
- Supplemental PS&E Materials

TASK 3.260 – CONTRACT BID DOCUMENTS READY TO LIST

Task 3.260-1 Draft Contract

CONSULTANT shall assist SBCTA in the preparation of the Construction Contract Bid Documents. Under this task, the CONSULTANT shall develop a draft contract, which shall be consistent with Caltrans standards. Draft contract shall include the plans, specifications, special provisions, applicable Federal, State, and local laws, regulations, and requirements and item codes. All contract pay items shall utilize the Basic Engineering Estimate System (BEES) coding.

Deliverables:

- Draft Construction Contract Package

TASK 5.270 – CONSTRUCTION ENGINEERING – TECHNICAL SUPPORT

Provide Technical Support to the construction engineering staff including design, traffic, hydraulics, materials, structures design, geotechnical services, environmental, landscape and other specialty staff. Functional support may include attendance at pre-work conferences, on-site construction support including contractor request for information (RFI) and RE pending file review.

TASK 6.295 – ACCEPT CONTRACT/PREPARE FINAL CONSTRUCTION ESTIMATE AND FINAL REPORT

Work involved in the acceptance and final documentation of a construction contract.

Work involved includes coordination with the construction manager and/or Resident Engineer to develop as-built plans in accordance with Caltrans and the City Standards. Work includes the transfer of the red-line As-Built plan mark-ups to the original full size reproducible plan sheets (and CADD file) and forwarding a reproducible set of plans with the transferred As-Built changes to SBCTA, Caltrans and the Cities. CONSULTANT shall complete this task within 30 calendar days of receipt of red-line mark-ups.

Deliverables:

- Red Line Construction Package
- As-Built Construction Package
- Electronic and Hardcopy Submittal for Caltrans and City records

V. PROJECT SPECIFIC QUALITY ASSURANCE AND QUALITY CONTROL PLAN REQUIREMENTS

Quality Assurance (QA) encompasses all of the planned and systematic activities implemented within the quality system that can be demonstrated to provide confidence that a product or service will fulfill requirements for quality. Quality Control (QC) consists of operational techniques and activities used to fulfill requirements for quality. For the environmental review process, preliminary engineering and final design, QC includes technical checking, review and design verification activities, while the QA activities includes the monitoring, surveillances, auditing and other means of oversight of the QC activities and documentation, to ensure completeness and adherence to the QC procedures.

A project specific quality management plan (herein referred to as a Project QA/QC Plan) shall be developed by the CONSULTANT and submitted to SBCTA for review and approval. The Project QA/QC Plan shall describe how QA and QC will be executed and express by the CONSULTANT and all subconsultants. In lieu of a Project QA/QC Plan, for small projects at the discretion of the SBCTA Director of Project Delivery, a copy of the CONSULTANT's standard QA and QC procedures that are to be followed by the CONSULTANT TEAM (including subconsultants) for the project, will be submitted to SBCTA for review and approval. The standard QA and QC procedures document and any appended project-specific processes should address the same requirements listed below for the Project QA/QC Plan.

The following is a list of the minimum content and scope of what the Project QA/QC Plan shall contain. When submitted to SBCTA for review, the Project QA/QC Plan will be reviewed and assessed to ensure that these topic areas are covered and adequately addressed by the plan.

Project Introduction and Scope:

- Project description
- Scope of work
- Quality objectives
- List of deliverable documents for each milestone submittal

Project Team Qualifications, Organization, Staff, Roles and Responsibilities:

- A description of the minimum resource requirements for staff competence, skills, experience, and credentials.
- Organization chart showing project staff and lines of QA and QC authority and communications.
- List of project staff members, roles and responsibilities, including verification, QC review and technical checking, Project Management, Project QA Management and Technical Lead duties.

Quality Training:

- Quality training, including a training syllabus, schedule, and methods of tracking the staff that have been trained.

Scheduling of Quality Activities:

- Detailed QA and QC schedule that provides the timing, durations, and dependencies for all QC technical checking, interdisciplinary reviews, internal design verification against project criteria, and internal QA audits.

SBCTA, TSP and Caltrans Reviews:

- Formal external (SBCTA, TSP and Caltrans) review schedules (Peer Reviews and Constructability Reviews).
- Processes for SBCTA and TSP Peer Review and Caltrans review comments tracking, response, resolution, checking of comment incorporation, and closure process.

Internal Reviews:

- Quality procedures related to interdisciplinary design review (IDR) process.
- Technical review of environmental reports.

Management of Requirements:

- The requirements for the development of a Basis of Design report that includes a list of governing project criteria, source documents for the governing criteria, including those from Caltrans, SBCTA and local municipalities.

- Requirements management processes used to track design variation requests, and procedures for changes to the requirements as a result of approved design variances.

Quality Procedures for Project Controls:

- Project QA and QC procedures related to approved project scope changes and associated revisions to estimates and schedule.
- Project QA and QC procedures for configuration management against the baseline design.

Quality Control (QC) Procedures:

- Detailed QC procedures, including descriptions of process steps and documentation of processes for technical checking, QC reviews, and design verification. The procedures for technical checking will include:
 - QC testing and validation of computer software used for the calculations
 - Checking of calculations and data (hand calculations and computer calculations input and output)
 - Checking of drawings and exhibits
 - Checking of specifications and contract documents
 - Checking of quantities and cost estimates
 - Review of studies or report-type documents
 - QC of CADD-produced documents
- Checklists to be used to verify: design criteria / technical compliance; submittal contents; CADD compliance; specifications compliance; calculations compliance; and milestone specific level of completion.

Quality Assurance (QA) Procedures:

- The processes for QA monitoring, surveillances, and audits of the QC activities, including when QA audits are to be conducted prior to submittals, and the QC activities and QC documentation to be audited.
- Processes for the management of the implementation of Corrective Action to internal and external QA audit non-conformances and findings.

Quality Documentation:

- Quality Records list or definition.

Document Control procedures, including electronic files and project folders, submittal procedures, control of hardcopies, uploading of scanned hardcopy PDF files, document retention requirements, and the treatment of quality documents. This part of the Project QA/QC Plan may reference sections of a project management plan and/or a separate project or firm document control plan.

Assumptions and Exceptions

General Assumptions:

- All Exhibits, Graphics, Plans, Specifications, and Estimate submittals will be electronic in PDF format. No hard copies are anticipated.
- This scope is developed only for the addition of a single express lane in each direction.
- PS&E for the additional of a single express lane to be delivered in the following design packages:
 - Contract 2A (I-15 to Sierra Avenue)
 - Contract 2B (Sierra Avenue to Pepper Avenue)
- Design will use Bentley Microstation Connect and OpenRoads software for all design drawings.
- Assume a 36-month schedule for design, including 36 PDT meetings, five people per meeting.
- Assume two monthly technical review meetings with four people per meeting.
- Assume quarterly workshop meetings.
- Assume joint resolution meetings after milestone submittals only.
- Assume two concept coordination meetings for construction staging, lighting, and signing.
- Assume one week for Cost Review workshop
- Sierra Avenue interchange - one intersection impacted; 12 pedestrian crossings impacted; 24 curb ramps impacted.
- Cedar Avenue interchange - WB ramps intersection; 2 curb ramps impacted.
- Pepper Avenue interchange – WB ramps intersection, SB Pepper Avenue driveway intersection 250 north of WB on-ramp intersection; 4 curb ramps impacted.
- All traffic signal work limited to existing traffic signal modifications. Assume three intersections.
- Assume three intersections will require temporary traffic signals.
- SBCTA will advertise, award, and administer.
- Local street signing/stripping only in areas modified by temporary traffic handling
- Traffic Monitoring Stations – work limited to replacement of existing systems

- Irrigation systems are limited to areas outlined in Project Report as it relates to the limits of Contract 2.
- The traffic analysis for TMP is limited to ramp intersections and two intersections outside of Caltrans right-of-way along the proposed detour.
- Per the Project Report, design of six treatment BMPs is assumed for this corridor.
- HEC-RAS model for San Sevaine Channel will be made available
- Peak discharges will not increase because of proposed project. Assume the difference will be mitigated via water quality BMPs treatment.
- Specifications will be submitted with 65%, 95% and 100% submittals
- Special Provisions submitted at 65% will contain list of Standard Plans and SSP sections template relevant to 65% design.

Draft Highway Plans

- The following assumptions apply to data collection efforts:
 - Request for existing offsite H&H report (Boyle 2003)
 - Review of existing offsite H&H

Structures

- For hydraulic reports, assume the HEC-RAS model will be provided for waterways for which preliminary hydraulic analysis has been performed.
- Assume the following for the San Sevaine and Mulberry Creek RCBs to be abandoned:
 - Offsite discharges are available and no hydrology study for offsite areas is required.
 - HEC-RAS model for San Sevaine Channel will be made available.
 - Peak discharges will not increase as results of the proposed project. The difference will be mitigated via water quality BMPs.
 - For San Sevaine channel, it is assumed that bridge widening would not impact the two rectangular reinforced concrete channel cross sections and cause floodplain impacts.
 - Assume the hydraulic parameters will be provided for the headwall or outlet protection design if required.
- Assume all structural elements (foundation, post, and frame) of toll gantry structures and overhead sign structures are standard design.

Geotechnical

- Two Geotechnical Design Reports (GDR) will be produced for the project, one GDR for Contract 2A and one GDR for Contract 2B. Both contracts will include a Draft GDR (to be provided at 65% design milestone) and a Final GDR (to be provided at 95% design milestone).
- It is assumed the I-10 Channel does not require additional modifications. The following list of structures will be addressed in the GDR:

Structures Included in Geotechnical Design Report		
RW1558	RW1793	RW2055
RW1551	RW1794	RW2040
RW1611	RW1814	RW2048
RW1581	RW1830	RW2061
RW1584	RW1851	RW2111
RW1644	RW1859	SW1877
RW1686	RW1864	SW1907
RW1713	RW1912	SW1969
RW1775	RW2049	SW2033

- 47 Overhead standard signs will be included. The GDRs will include settlement analyses and estimated loading at top of pipe for the MWD Upper Feeder 140-inch precast concrete pipe crossing I-10 east of Cherry Avenue. The evaluation will be performed using Settle3D. Structural integrity should be evaluated by others.
- Settlement evaluations will be performed for any additional embankment fills. CONSULTANT will advise to any settlement wait periods or impacts to stage construction.
- Preliminary evaluations indicate that the site horizontal peak ground acceleration (PGA) for the project alignment is greater than 0.6g. Caltrans Standard Plan Earth Retaining Systems (ERS) are design based on a horizontal seismic acceleration coefficient of 0.2 that corresponds to a PGA of 0.6g. Therefore, ERSs for the project are assumed to be non-standard and may not be covered in the GDRs. ERSs are assumed to require preliminary foundation reports and foundation reports unless agreed otherwise with Caltrans. Following discussions with SBCTA, it was agreed to assume any ERS with a design height of less than 12 feet will be included in the GDR for our fee proposal.

- Two updated Draft Materials Reports will be produced to support the 65% design submittal and two Final Materials Report at the 95% design submittal. The task does not include an update of the LCCA. Traffic Index shall be verified/provided by others.
- Preliminary foundation reports will be provided for Type Selection of the retaining walls that will be developed using existing information prior to the field investigation. Caltrans review comments, if any, will be incorporated in the associated foundation reports.
- Assume 21 preliminary foundation reports for non-standard retaining walls and 12 nonstandard overhead sign structures.
- Assume 3 preliminary foundation reports for modified standard retaining walls.
- Assume 9 preliminary foundation reports for bridges.
- Drilling services, Cone Penetration Testing (CPTs) services, traffic control services, and drum disposal for geotechnical subsurface investigation for the entire alignment to be subcontracted and are not to exceed the assumed quantities noted below.
- Drilling and CPTs are anticipated to be completed during two mobilizations. The first mobilization will investigate for the structures, pavement, and geotechnical conditions along the project alignment. The second mobilization will investigate for the BMPs (percolation) and overhead sign structures.
- Bridge explorations include up to 29 borings assumed to depths between 60 and 80 feet below ground surface, or until refusal is met.
- ERS explorations include up to 121 borings and 84 CPTs assumed to a depth of 45 feet below ground surface, or until refusal is met. Assumed durations are 61 days of drilling and 21 days of CPTs. Explorations have been approximated assuming one exploration at every 250 feet.
- Soundwall explorations include up to 10 borings and four CPTs assumed to a depth of 30 feet below ground surface, or until refusal is met. Explorations have been approximated assuming one exploration at every 500 feet.
- Overhead Sign explorations include up to 40 borings assumed to a depth of 40 feet below ground surface, or until refusal is met. Assumed durations are 14 days of drilling. Explorations have been approximated assuming one exploration at each foundation post location. These borings will be advanced late in the schedule following approval of the final locations.
- Pavement explorations include up to 91 borings assumed to a depth of 10 feet below ground surface, or until refusal is met. Assumed durations are 16 days of drilling. Explorations have been approximated assuming one exploration at every 500 feet and will be staggered between west and eastbound. Some borings are shared with bridges and walls.

- No borings will be provided on the I-10 Channel.
- Percolation testing is assumed at 20 locations to consist of double ring infiltration test at the ground surface. Assumed durations are 20 days of drilling and percolation testing. No drilling or traffic control has been assumed for percolation testing and it is assumed areas are readily accessible with standard work trucks.
- Pavement coring is anticipated to be limited on the project and eight days of coring have been included for potential need if concrete pavement is encountered in the field at proposed exploration locations.
- Ground penetration radar (GPR) for utility clearance of explorations has been included. GPR will be provided by a subcontractor and is planned in advance of drilling that is assumed 20 days.
- Traffic Control is assumed for 155 shifts for soil explorations to cover the aforementioned explorations and utility clearance operations. Traffic Control will be provided in accordance with Caltrans Standard Plans and the current Manual on Uniform Traffic Control Devices (MUTCD).
- Soil cuttings will be drummed and left on site at a location designated by the Owner. Drums will be tested and transported off site. CONSULTANT'S cost estimate assumes the soils will be non-hazardous for transportation and disposal.
- Soils from field investigation explorations are assumed non-hazardous. If any materials encountered are suspected to be hazardous, the exploration will be terminated and backfilled and SBCTA will be notified immediately for further direction. CONSULTANT'S field exploration program will not include any environmental investigation, testing, or analyses of chemical or hazardous material.
- CONSULTANT will provide a geotechnical exploration plan for use in permitting exploration locations.
- Surveying work to identify borehole locations within 1 foot horizontally and 0.1 ft. vertically.

Traffic Analysis

- The traffic analysis will be limited to a technical memorandum that assesses the changes in traffic volumes since the 2014 PA/ED traffic report.
- No additional field data will be collected, no traffic modeling (forecasting or operations) will be conducted, and the assessment will be limited to a determination that the prior traffic report does not need to be revisited for the PS&E phase.
- Quantitative evaluation of the proposed auxiliary lanes will be limited to Highway Capacity Manual assessment using the data from the PA/ED.

Environmental Revalidation

- Assume that the purpose and need from the adopted CEQA/NEPA document will not be revisited or revised.
- If a Supplemental Traffic Study is determined to be required, then additional studies and analyses will need to be prepared that are out of scope and an amendment to address this additional effort would be needed.
- If it is determined that one or more of the additional auxiliary lanes should be addressed through a separate environmental process, then this would be out of scope and an amendment to address this effort would be needed.
- No new, supplemental, or separate technical studies, reports, analyses, documents, evaluations, or other effort are assumed or included. Based on the modifications/improvements/revisions to the project Caltrans may request that some additional or supplemental studies, evaluations, analyses, documents, or other effort be prepared. Those items most likely to be requested by Caltrans include a Supplemental Noise Study Report, Supplemental Noise Abatement Decision Report, Supplemental cultural resources documents (Supplemental Historic Property Survey Report, Supplemental Historical Resources, etc.), Equity Study, and new or supplemental Record of Decision. None of these technical studies or any other new, supplemental, or separate technical studies, reports, analyses, documents, evaluations, or other effort are assumed or included in this scope of work. If any items not specifically included in this scope of work are required for the project, then a separate scope and fee for this effort will be provided to SBCTA for approval prior to conducting this work.
- All deliverables, reviews, documents, submittals, or any other effort will cover both Contract 2A and 2B. If any separate deliverables, reviews, documents, submittals, or any other effort are required for each Contract then this would be considered out of scope and a request for additional budget will be submitted to SBCTA for approval prior to conducting this work.
- All design information will be provided for both Contracts 2A and 2B prior to initiating environmental work so that documentation is prepared one time and not staggered or prepared in phases.
- No impacts to the I-10 Channel will occur.
- Project will consist of one express lane in each direction. Two express lanes in each direction will not be evaluated or discussed and it is assumed that all information in the adopted CEQA/NEPA document related to the single express lane will remain valid.
- Mitigation for the Project, if required, will be identified, secured, and purchased by SBCTA.

- No supplemental or subsequent CEQA or NEPA document, decision document, or other documentation will be required, and the project will remain consistent with the information in the Record of Decision (ROD) and no effort related to the ROD will be necessary. If the project implements/identifies a different project layout or preferred alternative than included in the ROD, then additional documentation not included in this scope of work and budget would be necessary.
- No public outreach or meetings, or support, is assumed or included.
- The documentation will reference the overall project as described in the adopted environmental document, however, the environmental revalidation will only address changes within the initial Contract 2 limits from I-15 to Pepper Avenue, as it is assumed that a separate environmental revalidation will be prepared by others at a later date when the remainder of Contract 2 proceeds. No effort for the remaining project area beyond Pepper Avenue is assumed or included.
- Environmental Revalidation
 - Assumed that all resource areas will include a qualitative assessment only using existing, available information, with two exceptions.
 - 1) An updated hazardous materials records search (EDR) will be ordered and reviewed
 - 2) A greenhouse gas (GHG) significance determination will be included.
 - Assume that the EDR search will not reveal any Environmental Resources of Concern (RECs) or new hazardous materials sites that were not already included in the adopted CEQA/NEPA document and that no additional hazardous materials effort will be required.
 - Assume that the GHG determination will be that the project would result in a less-than-significant impact and no further effort will be required.
 - Assume that the purpose and need from the adopted CEQA/NEPA document will not be revisited or revised; however, a brief discussion related to the current Caltrans priorities (equity, safety, multimodality) and the items included in the project addressing these considerations will be included based on information from the equity study that is prepared and based on information provided by the CONSULTANT
 - Assume that no new mitigation will be identified or required, that no revisions to the CEQA/NEPA documentation itself will be required, that no recirculation or public availability of the CEQA/NEPA documentation will be required, and that no new, supplemental, or revised Record of Decision will be needed.
 - Assume that no areas containing sensitive environmental resources will be affected/impacted and no new laws or regulations will be identified since adoption of the environmental document that have to be addressed.

- Assumed that the finding will be that the NEPA/CEQA document is still valid in conjunction with the above listed analyses and that no further action is required related to the environmental documentation.
- Geotechnical Borings
 - Assume that no borings will be conducted in any jurisdictional drainages and that no permits would be required.
 - Assume that Caltrans will not require any supporting studies to be prepared; however, it is assumed that a windshield review by a biologist will be performed to review the boring locations, and that Caltrans' cultural specialist (PQS) will prepare the screened undertaking for the borings (no effort by CONSULTANT cultural staff is assumed).
- Environmental Commitment Record
 - Assume that once any ECR measure is completed, a close out memorandum will be prepared and submitted to SBCTA and then to Caltrans for concurrence that the measure has been completed.

Permitting

- USACE Nationwide Permit
 - Assume the project will qualify for processing under the USACE Nationwide Permit Program.
- Regional Water Quality Control Board (RWQCB) Water Quality Order Application
 - Assume an alternatives analysis will be required.
 - Assume the project will qualify as a Tier 2 project.
 - Tier 2 projects include any projects that inherently cannot be located at an alternate location and require an analysis of on-site alternatives. The alternative analysis is assumed to consist of four alternatives: the proposed project, the no-project alternative and two additional on-site alternatives.
 - Assume that SBCTA will provide the application fee and annual fees to RWQCB, if applicable.
- California Department of Fish and Wildlife Section 1602 Lake or Streambed Alteration Agreement
 - Assume SBCTA will provide the processing fee. No fees are assumed as part of the CONSULTANT'S scope of work or associated cost.
- Aquatic Resources Permit Application Assumptions Not Previously Covered

- CONSULTANT will conduct two rounds of impact analysis based on the project design files and has assumed two additional minor updates based on expected design changes.
- One permit (i.e., 401, 404, and 1602) will be obtained that covers Contract 2A and 2B. If individual permits are required for each Contract (i.e., 2A and 2B) then this would be out of scope.
- Permits applications will be prepared once the layouts for the entire alignment (i.e., both Contracts 2A and 2B) have been provided.
- Coordination with the State Historic Preservation Office or tribal representatives for Section 106 of the National Historic Preservation Act is not included and the consultation conducted in support of the adopted 2017 CEQA/NEPA document is sufficient for permitting.
- Formal or informal consultation with the wildlife agencies will not be required to demonstrate compliance with Federal Endangered Species Act (FESA) or California Endangered Species Act (CESA).
- Reviews of all the applications will be conducted concurrently.
- SBCTA will pay all required application and/or permit fees.
- Mitigation for the Project, if required, will be identified, secured, and purchased by SBCTA
- Proposed project will not require a Section 408 authorization by the USACE.
- The existing jurisdictional delineation data will meet the agency standards, definitions and guidance.
- Restoration Plan
 - A. Two virtual meetings with SBCTA and regulatory agencies to facilitate development of the restoration approach.
 - B. One field visit by two CONSULTANT staff to facilitate development of the restoration approach.
 - C. This scope does not include costs for implementation of aquatic resource restoration. Any fees, costs, or other actions required for compensatory mitigation will be provided by the client. Only the preparation of the plan itself is included.
- Compensatory Mitigation Strategy Plan
 - Two virtual meetings with the client and regulatory agencies to facilitate development of the mitigation strategy.

- This scope does not include costs for compensatory mitigation and/or implementation of any mitigation for impacts to aquatic resources. Any fees, costs, or other actions required for compensatory mitigation will be provided by the client. Only the preparation of the plan itself is included.

Survey

- Aerial Topographic Mapping
 - Assume break lines, DTM files, and grid points will be provided by others for this effort.
- Drainage Surveys
 - Survey budget assumes 100 drainage features.
 - Traffic control services will be required for five days to provide safety for the survey crew.
- Geotechnical Boring Location Surveys
 - Survey budget assumes 100 geotechnical boring locations.
- Utility Pothole Location Surveys
 - Survey budget assumes 100 utility pothole locations.
- Structure Surveys
 - Survey budget assumes 20 structures.
- Assume field surveys will be completed to provide supplemental data on features not visible in the aerial data and/or require higher accuracy standards.

Right-Of-Way Engineering

- Assume 45 private/commercial/government parcels that currently include eleven (11) railroad parcels.
- Assume 11 Records of Surveys to be compiled and submitted to the county surveyor.
- Assume 45 Preliminary Title Reports for Caltrans Appraisal Maps.
- Assume 45 legal descriptions for temporary easements, permanent easements, and partial acquisitions.
- Assume title reports will be provided by others.
- The scope and fee for the Pre-Construction RS is for one submittal only for Caltrans review and approval. Any additions or changes to the single express lane design and/or the quantities of parcels after Caltrans has reviewed the Pre-Construction

Records of Survey and provided the notice to proceed on Appraisal Maps, Legal descriptions and Exhibits will require a revised scope of services and related cost.

- No engineered traffic plans will be required for field efforts. It is assumed that the Caltrans Standard Plans will be sufficient.
- Record of Survey map checking fees are excluded and will be provided by SBCTA.
- Caltrans District 8 will provide original right of way maps and any other survey records for the project area.

Tolling

- Assume Toll Collection System Infrastructure PS&E to be prepared following CA MUTCD, Toll Services Provider, and applicable project standards.
- Assume construction support estimates are to support PS&E level support of SBCTA during construction and is not intended for Toll Coordination during construction.

Hydraulics/Hydrology

- Assume offsite discharges are available and no hydrology study for offsite is required

Hazardous Waste

General Assumptions

- Field work will be compensated with prevailing wages.
- All field work will be conducted using modified level D personal protective equipment (PPE).
- Each deliverable will require the following versions: Draft to CONSULTANT team, Draft to Caltrans, Final to Caltrans.
- Work will be conducted during normal business hours, Mon-Fri. Work conducted after normal business hours and on weekends may incur additional costs.
- Work plans and reports will be prepared and submitted in Draft and Final versions. CONSULTANT will address a single round of review comments on the draft version to complete Final document versions. Additional versions of deliverables or responding to multiple rounds of comments on documents is not included in our estimated costs.
- No remedial work is included in the scope.
- Assessment of underground and aboveground storage tanks is not included in this scope of work.

- All demolition work and hazardous materials removal will be completed by others.

Supplemental Phase I Initial Site Assessment

- Prepare update of initial 2014 ISA to include 40 TCE and 5 FA parcels.

Additional ADL Reports Review

- Review provided reports and provide a Summary of Findings up to the task budget limits as requested.

Utilities

- Assume 100 potholes.
- Assume the following for the relocation of the Southern California Edison (SCE) Transmission Towers M13-T4 and MI-T4:
 - Assume standard utility easement and utility documents.
 - Required Documents:
 - SCE Consent Agreements
 - SCE Easement Deeds
 - SCE Joint Use Agreement (JUA) / Consent for Common Use Agreement (CCUA)
 - SCE Non-Interference Letters
 - SCE Account Reconciliation and Project Close-out
 - CPUC and Environmental Submittals
 - One overhead relocation work order to be processed with each utility agency.
 - Assume 18-24 months for transmission tower design processing (including 6-8 months of concept/schematic design).
- Third-party easements and required encroachment permits to be secured by SBCTA.

Landscaping

- Aesthetics Plan preparation limited to:
 - Color Aesthetics Concept Plan
 - Aesthetics Photographic Simulations
 - Color Conceptual Landscape Plan,

- Conceptual Landscape Plan Photographic Simulations (2 Simulations per city)
 - Ontario
 - Fontana
 - Bloomington
 - Rialto
 - Colton
- Existing Irrigation/Irrigation Removal
- Irrigation Plans
- Existing Tree/Tree Removal
- Planting Plans
- Landscape & Irrigation Plans will be included in the engineering design package. Preparation of a standalone landscape package is considered new, additional work.
- A maximum of two (2) presentations of the conceptual landscape plan is assumed.
- CONSULTANT will conduct a site visit(s) to tag and GPS locate any/all trees impacted by the project.
- CONSULTANT will conduct a site visit with Caltrans maintenance personnel to review the condition of existing irrigation POC's, Controllers, and conduits.

General Exclusions:

- Topographic Mapping/Aerial Mapping, except as defined earlier in this scope of work
- Right-Of-Way Relinquishment
- Aerially Deposited Lead Study
- Public Outreach (including communication during construction) will be handled by others.
- Pavement Deflection Study
- Life Cycle Cost Analysis
- Value Analysis
- Post-Construction, Monumentation, and Record of Survey
- Utility Agreements (Relocation Agreements, Joint Agreements, and Consent to Common Use Agreements)
- Utility Relocation Plans to be prepared by others.
- Permits to be paid by others.
- District and Headquarters Office Engineer Reviews
- Local Street Roadside Sign Replacement
- Local Street Pavement Delineation
- Street lighting
- Temporary Water Pollution Control Plans and Erosion Control Plans are excluded.
- Monument Preservation and Restoration

Geotechnical

- Groundwater wells are excluded. Groundwater measurements will be taken from proposed boreholes and CPTs.
- Use of portable drilling equipment to complete proposed explorations within the new foundation footprint is excluded from CONSULTANT'S scope. It is assumed that conventional drilling equipment can be used to access proposed borehole sites.
- Repairing of landscape areas following subsurface explorations is not included in CONSULTANT'S scope of work.
- As-Built Foundation Reports
- Geotechnical Information Handout and Materials Information Handout

Environmental

- No Vehicle Miles Traveled (VMT) analysis or Senate Bill (SB) 743-related analysis, evaluation, discussion, or compliance is assumed to be required.
- No biological related fieldwork, surveys, documentation, consultation, or other effort will be required.

Permitting

- No biological-related fieldwork, surveys, documentation, consultation, or other effort will be required.
- Permit compliance requirements or measures are excluded.

Hazardous Waste

- HBMS Assessment of Acquired Properties Exclusions
 - Abatement activities prior to building demotion
- No laboratory analysis, field sample collection, or field/site assessment work outside of ISA site walks are included in the scope of work.

Railroad

- Services do not include the following:
 - Track Design
 - At-grade crossings, including railroad signal modifications.

Drainage

- Video logging of existing drainage systems

Hydraulics/Hydrology

- Calculation of Offsite Hydrology and Hydraulics outside of Caltrans ROW
- Calculation of Offsite Hydrology and Hydraulics that enters Caltrans ROW

Survey

- Pre-Mark Geo-tech Boring Locations
- Pre-Mark Utility Pothole Locations

Right-Of-Way Engineering

- Preparation and/or approval process of Hard Copy Documents

- Monument Preservation and Restoration to be completed by Contractor
- Preparation of any documents related to Resolution of Necessity with the exception of a legal description
- Preparation of street vacation documents
- Preparation of any Right of Entry documents
- Monumentation of the newly defined or acquired parcels and a Post-Construction Record of Survey
- Post-Construction Record of Survey
- Deeds, Director Deeds, and Deed Jacket Preparation
- County Map Checking Fees for Record of Survey
- Acquisition of Preliminary Title Reports
- Staking of temporary and permanent acquisition line

Landscaping

- Community workshops
- Addressing surface water runoff
- Landscape demolition plans
- Coordination and/or processing of water meter service with the appropriate water agency
- Coordination and/or processing of electrical services with the appropriate power agency

EXHIBIT B - COST PROPOSAL**Cost/Price Form for Cost Plus Fixed Fee RFP****I-10 Express Lanes Contract 2 Plans, Specifications, and Estimates**Consultant Advanced Civil TechnologiesContract No. 22-1002722Date 05/03/2022

Direct Labor Classification/Title	Key Personnel	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Project Manager	Jamal Salman	5,266	171.31	171.31	\$171.31	\$902,118.46
Design Lead	Isaac Alonso Rice	5,586	121.49	121.49	\$121.49	\$678,643.14
Quality Manager	Jesus Paez	2,534	95.80	95.80	\$95.80	\$242,757.20
Design Engineer III		30,488	82.87	89.99	\$86.43	\$2,635,077.84
Senior Electrical Engineer		7,632	95.07	95.07	\$95.07	\$725,574.24
Senior Design Technician		8,166	68.40	68.40	\$68.40	\$558,554.40
Engineer II		34,098	60.58	71.08	\$65.83	\$2,244,671.34
Engineer I		44,410	37.78	48.71	\$43.25	\$1,920,732.50
Project Administrator		2,504	32.71	38.36	\$35.54	\$88,992.16

140,684

Labor Costs

a) Subtotal Direct Labor Costs	\$ 9,997,121.28
b) Anticipated Salary Increases (see page 2 for sample)	\$ 874,952.31
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 10,872,073.59

Fringe Benefits

d) Fringe Benefits (Rate <u>43.060%</u> %)	e) Total Fringe Benefits [(c)x(d)]	\$ 4,681,514.89
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Indirect Costs

f) Overhead (Rate <u>80.970%</u> %)	g) Overhead [(c)x (f)]	\$ 8,803,117.99
h) General and Administrative (Rate <u>0.000%</u> %)	i) Gen & Admin [(c) x (h)]	\$ -
	j) Total Indirect Costs [(g)+(i)]	\$ 8,803,117.99

Fixed Fee (Profit)

n) (Rate <u>8.50%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$ 2,070,320.05
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Total Loaded Labor Costs26,427,026.52**Other Direct Costs (ODC)**

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$ 12,480.00
m) Equipment Rental and Supplies (itemize)	\$ 0.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.)	\$ 2,961.50
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	\$ 31,348,708.02

p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$ 31,364,149.52
Total cost [(c) + (e) + (j) + (k) + (p)]	\$ 57,791,176.04

Notes:

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

Consultant Advanced Civil Technologies Contract No. 22-1002722 Date 05/03/2022

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 9,997,121.28 /	140684 =	\$ 71.06	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

Average hourly rate	Proposed Escalation		
Year 1 \$ 71.06 +	4%	= \$ 73.90	Year 2 Avg Hourly Rate
Year 2 \$ 73.90 +	4%	= \$ 76.86	Year 3 Avg Hourly Rate
Year 3 \$ 76.86 +	4%	= \$ 79.93	Year 4 Avg Hourly Rate
Year 4 \$ 79.93 +	4%	= \$ 83.13	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1 11.0% *	140684 =	15475.2	Estimated Hours Year 1
Year 2 22.0% *	140684 =	30950.5	Estimated Hours Year 2
Year 3 28.0% *	140684 =	39391.5	Estimated Hours Year 3
Year 4 23.0% *	140684 =	32357.3	Estimated Hours Year 4
Year 5 16.0% *	140684 =	22509.4	Estimated Hours Year 5
Total 100.0%	Total =	140684	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1 \$ 71.06 *	15475.2 =	\$ 1,099,670.55	Estimated Hours Year 1
Year 2 \$ 73.90 *	30950.5 =	\$ 2,287,240.47	Estimated Hours Year 2
Year 3 \$ 76.86 *	39391.5 =	\$ 3,027,632.23	Estimated Hours Year 3
Year 4 \$ 79.93 *	32357.3 =	\$ 2,586,320.59	Estimated Hours Year 4
Year 5 \$ 83.13 *	22509.4 =	\$ 1,871,209.75	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 10,872,073.59	
Direct Labor Subtotal before Escalation =		\$ 9,997,121.28	
Estimated Total of Direct Labor Salary Increase =		\$ 874,952.31	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only.
- Estimated yearly percent completed from resource loaded schedule

Contract: 22-1002722			Date: 05/03/2022									
Task Description			Detail Sheet									
I-10 Express Lanes Contract 2 PS&E			Advanced Civil Technologies									
A	B	C	D	E	F	G	H	I	J	K	L	AI
Row	WBS Number	Drawing or Item of Work - Titles	Project Manager	Design Lead	Quality Manager	Design Engineer III	Senior Electrical Engineer	Senior Design Technician	Engineer II	Engineer I	Project Administrator	Total Hours
1	3.100.15	Project Management										0.0
2	3.100.15	Project Management	1,624.0	464.0	448.0							2,536.0
3	3.100.15-1	Coordination and Meeting	496.0	496.0	98.0		136.0			264.0	80.0	1,570.0
4	3.100.15-2	Administration	304.0		48.0						2,424.0	2,776.0
5	3.180	Prepare Environmental Revalidation and Supplemental Project Repo										0.0
6	3.180	Prepare Environmental Revalidation and Supplemental Project Repo	72.0	144.0	40.0	324.0	96.0	60.0	240.0	296.0		1,272.0
7	3.180	Proposed Geometric Review (GAD Preparator)	120.0	80.0	94.0	424.0		144.0	580.0	684.0		2,126.0
8	3.180	Prepare Design Standard Decision Document	28.0	74.0	24.0	116.0		296.0		364.0		902.0
9	3.180	Concept of Operations	28.0		32.0							60.0
10	3.185	Prepare Base Maps and Plan Sheet										0.0
11	3.185.05	Updated Project Information	8.0	12.0		48.0	24.0	64.0	88.0	152.0		396.0
12	3.185.10	Engineering and Photogrammetric Survey	48.0	64.0	24.0							136.0
13	3.185.15.05	Roadway and Miscellaneous Design (35% PS&E)	164.0	88.0	120.0	596.0	276.0	196.0	784.0	988.0		3,212.0
14	3.205	Permits & Agreements										0.0
15	3.205.05	Determine Required Permit	80.0	48.0	64.0	48.0						240.0
16	3.205.10	Obtain Permits	64.0	32.0	48.0	40.0						184.0
17	3.220	Perform Right-Of-Way Engineering										0.0
18	3.220.05	Existing Land Use	20.0	16.0	12.0							48.0
19	3.220.10	Preparation of Land Net Map	20.0	16.0	12.0							48.0
20	3.220.15	Right-Of-Way Maps (Right-Of-Way Requirements)	20.0	16.0	12.0				60.0	80.0		188.0
21	3.220.20	Right-Of-Way Acquisition Documents	20.0	16.0	12.0							48.0
22	3.230	Prepare Highway Draft Plans, Specifications, and Estimates (65% and 95% PS&E)										0.0
23	3.230.05	Draft Highway Plans										0.0
24	3.230.05.05	Title Sheet	2.0	4.0	2.0	12.0				24.0		44.0
25	3.230.05.10	Typical Sections	16.0	48.0	8.0	288.0		60.0	264.0	424.0		1,108.0
26	3.230.05.15	Key Map and Line Index	4.0	4.0	4.0	14.0		8.0	10.0	16.0		60.0
27	3.230.05.20	Layouts	32.0	48.0	14.0	544.0		82.0	384.0	496.0		1,600.0
28	3.230.05.25	Profiles & Superelevation Diagram	60.0	96.0	20.0	244.0		162.0	352.0	496.0		1,430.0
29	3.230.05.30	Construction Details	88.0	224.0	48.0	2,424.0		346.0	1,846.0	1,998.0		6,974.0
30	3.230.05.35	Contour Grading	36.0	52.0	12.0	596.0		80.0	538.0	836.0		2,160.0
31	3.230.05.45	Soundwalls	16.0	20.0	8.0	996.0		32.0	368.0	328.0		1,768.0
32	3.230.05.50	Retaining Walls - Standard	44.0	72.0	20.0	924.0		136.0	848.0	1,116.0		3,160.0
33	3.230.05.55	Revised Standard Plans	18.0	26.0	8.0	200.0	86.0	42.0	212.0	364.0		956.0
34	3.230.05.55	Vendor Drawings	2.0	4.0	4.0	46.0		6.0	32.0	54.0		148.0
35	3.230.05.60	Stage Construction and Traffic Handling Plans, Detours, Details, and Quantities	4.0	8.0	2.0	34.0		16.0	36.0	60.0		160.0
36	3.230.15.10	Construction Area Signs	16.0	32.0	4.0	148.0		32.0	132.0	268.0		632.0
37	3.230.05.60	Motorist Information	28.0	48.0	8.0	336.0		60.0	564.0	1,124.0		2,168.0
38	3.230.05.60	Stage Construction Plans	96.0	360.0	84.0	3,388.0		1,136.0	3,446.0	4,144.0		12,654.0
39	3.230.05.60	Traffic Handling Plans	36.0	80.0	20.0	998.0		248.0	848.0	1,112.0		3,342.0
40	3.230.05.60	Traffic Handling (Detour) Plans	64.0	98.0	32.0	996.0		316.0	936.0	1,464.0		3,906.0
41	3.230.05.60	Traffic Handling Details	16.0	32.0	12.0	312.0		88.0	312.0	324.0		1,096.0
42	3.230.30	Drainage Plans, Profiles, Details, and Quantities										0.0
43	3.230.30.05	Drainage Plans	40.0	64.0	14.0	728.0		180.0	644.0	964.0		2,634.0
44	3.230.30.05	Drainage Profiles	72.0	120.0	28.0	1,336.0		364.0	996.0	1,684.0		4,600.0
45	3.230.30.05	Drainage Details	84.0	120.0	28.0	1,312.0		378.0	996.0	1,712.0		4,630.0
46	3.230.30.05	Drainage Quantities	32.0	64.0	16.0	624.0		160.0	524.0	724.0		2,144.0
47	3.230.30.05	Temporary Drainage Plans	24.0	64.0	12.0	512.0		124.0	436.0	624.0		1,796.0
48	3.230.20	Transportation Management Plan (TMP)	44.0	64.0	32.0	94.0		54.0	380.0	720.0		1,334.0
49	3.230.25	Utility Plans	44.0	64.0	12.0	444.0		152.0	548.0	636.0		1,900.0
50	3.230.35	Draft Highway Specifications	40.0	48.0	24.0	48.0						160.0
51	3.230.40	Draft Highway Quantities and Estimate	8.0	20.0	4.0	90.0		64.0	144.0	96.0		426.0
52	3.230.15.05	Signing and Pavement Delineation Plans, Profiles, Details, and Quantities										0.0
53	3.230.15.05	Sign Plans	60.0	172.0	44.0	1,584.0		550.0	1,496.0	2,424.0		6,330.0
54	3.230.15.05	Sign Details	60.0	128.0	28.0	964.0		512.0	1,344.0	1,742.0		4,778.0
55	3.230.15.05	Sign Quantities	48.0	64.0	16.0	656.0		216.0	736.0	910.0		2,646.0
56	3.230.15.05	Pavement Delineation Plan	48.0	120.0	44.0	876.0		288.0	924.0	1,520.0		3,820.0
57	3.230.15.05	Pavement Delineation Detail	6.0	16.0	4.0	82.0		48.0	324.0	136.0		616.0
58	3.230.15.05	Pavement Delineation Quantities	6.0	8.0	4.0	88.0		48.0	296.0	154.0		604.0
59	3.230.15	Electrical Systems Plans, Profiles, Details, and Quantities										0.0
60	3.230.15	Modify Lighting System	48.0	74.0	16.0		968.0		872.0	988.0		2,964.0
61	3.230.15	Modify Traffic Signal System	12.0	20.0	6.0		296.0		224.0	288.0		846.0
62	3.230.15	Modify Ramp Metering System	12.0	20.0	6.0		296.0		224.0	296.0		854.0
63	3.230.15	Modify Sign Illumination System	12.0	20.0	6.0		268.0		212.0	288.0		806.0
64	3.230.15	Modify Signal and Lighting System	8.0	16.0	4.0		232.0		196.0	220.0		676.0
65	3.230.15	Traffic Census Station System	16.0	36.0	6.0		412.0		324.0	368.0		1,162.0
66	3.230.15	Traffic Monitoring Station System					40.0					40.0
67	3.230.15	Communications System					40.0					40.0
68	3.230.15	Tolling System					40.0					40.0
69	3.230.15	Weight In Motion System					40.0					40.0
70	3.230.15	Irrigation Systems	12.0	16.0	6.0		296.0		348.0	212.0		890.0
71	3.230.15	Temporary Lighting System	12.0	16.0	6.0		292.0		320.0	220.0		866.0
72	3.230.15	Temporary Traffic Signal System	4.0	12.0	4.0		188.0		164.0	124.0		496.0
73	3.230.15	Temporary Ramp Metering System	4.0	12.0	4.0		188.0		164.0	124.0		496.0
74	3.230.15	Temporary Signal and Lighting System	4.0	12.0	4.0		188.0		164.0	136.0		508.0
75	3.230.15	Temporary Communications System					40.0					40.0
76	3.230.15	Details - Wiring Diagrams, Barrier Mounted Pole, Conduit and Conductor Schedules, etc	24.0	44.0	16.0		596.0		668.0	432.0		1,780.0
77	3.230.15	Electrical Systems Quantities	12.0	18.0	6.0				296.0	344.0		1,028.0
78	3.230.55	Structures Draft PS&E Incorporator	8.0	44.0	20.0	224.0		120.0	244.0	228.0		888.0
79	3.230.60	Updated Storm Water Data Report	40.0	48.0	44.0							132.0
80	3.230.70	Updated Hydraulics Report	40.0	48.0	44.0							132.0
81	3.230.80	Geotechnical Design Report	40.0	48.0	44.0							132.0
82	3.230.80	Updated Materials Report	40.0	48.0	44.0							132.0
83	3.240	Prepare Structural Draft Plans, Specifications, and Estimate										0.0
84	3.240.60	Hydraulics Report	36.0	40.0	36.0							112.0
85	3.240.65	Preliminary Foundation Report	36.0	40.0	36.0							112.0
86	3.240.70	Subsurface Exploration and Other Field Studies	36.0	40.0	36.0							112.0
87	3.240.75	Draft Structural Plans (Cedar Ave OC Tie-back Wall)	64.0	80.0	48.0	596.0		264.0	424.0	736.0		2,212.0
88	3.240.75	Draft Structural Plans (San Seavine Cr & Mulberry Cr Channels Headwall and LCC fill Abandon)	20.0	32.0	24.0	96.0		140.0	160.0	158.0		630.0
89	3.240.75	Retaining Walls - Special Design	48.0	180.0	52.0	784.0		488.0	1,412.0	1,238.0		4,202.0
90	3.240.80	Foundation Report	36.0	44.0	40.0							120.0
91	3.255	Prepare Final PS&E Package										0.0
92	3.255.20	Final District PS&E Package	164.0	264.0	140.0	3,668.0	1,724.0	460.0	3,854.0	4,832.0		15,106.0
93	3.255.40	Resident Engineer File and Supplemental Materials	40.0	64.0	44.0							148.0
94	3.260	Contract Bid Documents Ready to Lis										0.0
95	3.260-1	Draft Contract	32.0	76.0	20.0	420.0				96.0		644.0
96	5.270	Construction Engineering - Technical Support										0.0
97	5.270	Construction Engineering - Technical Support	72.0	168.0	48.0	880.0	520.0		1,160.0	1,496.0		4,344.0
98	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report	24.0	48.0	16.0	286.0				64.0		438.0
99	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report										0.0
100			5,266.0	5,586.0	2,534.0	30,488.0	7,632.0	8,166.0	34,098.0	44,410.0	2,504.0	140,684.0
Total Hours												

Task Description			Consultant																													
I-10 Express Lanes Contract 2 PS&E			Advanced Civil Technologies																													
A	B	C	D	D1	E	E1	F	F1	G	G1	H	H1	I	I1	J	J1	K	K1	L	L1	AI	AI1	AJ	AK	AL	AM						
Row	WBS Number	Drawing or Item of Work - Titles	Project Manager	Project Manager	Design Lead	Design Lead	Quality Manager	Quality Manager	Design Engineer II	Design Engineer II	Senior Electrical Engineer	Senior Electrical Engineer	Senior Design Technician	Senior Design Technician	Engineer I	Engineer I	Engineer I	Engineer I	Project Administrator	Project Administrator	Hours Total	Direct Labor Total	Overhead Cost	Fee	Total Labor Costs	Escalated Total Lab Cost						
1	3.100.15	Project Management	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	-	-	-	-						
2	3.100.15	Project Management	1,624.0	278,207.44	464.0	56,371.36	448.0	42,918.40	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	2,536.0	377,497.20	468,209.78	71,885.09	917,592.07	997,900						
3	3.100.15-1	Coordination and Meetings	496.0	64,969.76	496.0	60,259.04	98.0	9,388.40	0.0	-	136.0	-	0.0	-	0.0	-	0.0	-	0.0	-	80.76	181,807.92	225,496.36	34,620.86	441,925.15	480.02						
4	3.100.15-2	Administration	304.0	52,078.24	0.0	-	48.0	4,598.40	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	2,424.0	142,825.60	177,146.59	27,197.64	347,169.83	377,554						
5	3.180	Prepare Environmental Revalidation and Supplemental Project Report	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	-	-	-	-						
6	3.180	Prepare Environmental Revalidation and Supplemental Project Report	72.0	12,334.32	144.0	17,494.56	40.0	3,832.00	324.0	28,003.32	96.0	9,126.72	60.0	4,104.00	240.0	15,799.20	296.0	12,802.00	0.0	-	1,272.0	103,496.12	128,366.24	19,708.30	251,570.66	273.58						
7	3.180	Geometric Approval Drawings	120.0	20,557.20	80.0	9,719.20	94.0	8,005.20	424.0	36,646.32	0.0	-	144.0	9,849.60	580.0	38,181.40	684.0	29,583.00	0.0	-	2,126.0	153,541.92	190,438.04	29,238.30	373,218.26	405,882						
8	3.180	Prepare Design Standard Decision Document	28.0	4,796.68	74.0	8,990.26	24.0	2,299.20	116.0	10,025.88	0.0	-	296.0	20,246.40	0.0	-	364.0	15,743.00	0.0	-	962.0	62,101.42	77,024.39	11,825.69	150,951.51	164,162						
9	3.180	Concept of Operations	28.0	4,796.68	0.0	-	32.0	3,065.60	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	80.0	7,862.28	9,751.59	1,497.18	19,111.04	20,763						
10	3.185	Prepare Base Maps and Plan Sheets	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	-	-	-	-						
11	3.185.05	Updated Project Information	8.0	1,370.48	12.0	1,457.88	0.0	-	48.0	4,148.64	24.0	2,281.68	64.0	4,377.60	88.0	5,793.04	152.0	6,574.00	0.0	-	396.0	26,003.32	32,251.92	4,951.70	63,206.93	68,738						
12	3.185.10	Engineering and Photogrammetric Surveys	48.0	8,222.88	64.0	7,775.36	24.0	2,299.20	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	136.0	18,297.44	22,694.31	3,484.30	44,476.05	48,368						
13	3.185.15	Roadway and Miscellaneous Design (35% PS&E)	164.0	28,094.84	88.0	10,691.12	120.0	11,496.00	596.0	51,512.28	276.0	26,239.32	196.0	13,406.40	784.0	51,610.72	988.0	42,731.00	0.0	-	3,212.0	235,781.68	292,440.02	44,898.84	573,120.54	623,280						
14	3.205	Permits & Agreements	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	-	-	-	-						
15	3.205.05	Determine Required Permits	80.0	13,704.80	48.0	5,831.52	64.0	6,131.20	48.0	4,148.64	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	240.0	29,816.16	36,980.98	5,677.76	72,474.90	78,817						
16	3.205.10	Obtain Permits	64.0	10,963.84	32.0	3,887.68	48.0	4,598.40	40.0	3,457.20	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	184.0	22,907.12	28,411.70	4,362.10	55,680.92	60,554						
17	3.220	Perform Right-Of-Way Engineering	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	-	-	-	-						
18	3.220.05	Existing Land Net	20.0	3,426.20	16.0	1,943.84	12.0	1,149.60	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	48.0	6,519.84	8,086.31	1,241.51	15,847.46	17,234						
19	3.220.10	Preparation of Land Net Map	16.0	3,426.20	16.0	1,943.84	12.0	1,149.60	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	48.0	6,519.84	8,086.31	1,241.51	15,847.46	17,234						
20	3.220.15	Right-Of-Way Maps (Right-Of-Way Requirements)	20.0	3,426.20	16.0	1,943.84	12.0	1,149.60	0.0	-	0.0	-	0.0	-	60.0	3,949.80	80.0	3,460.00	0.0	-	188.0	13,929.44	17,276.68	2,652.52	33,858.65	36,821						
21	3.220.20	Right-Of-Way Acquisition Documents	20.0	3,426.20	16.0	1,943.84	12.0	1,149.60	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	48.0	6,519.84	8,086.31	1,241.51	15,847.46	17,234						
22	3.230	Prepare Highway Draft Plans, Specifications, and Estimates	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	-	-	-	-						
23	3.230.05	Draft Highway Plans	2.0	342.62	4.0	485.96	2.0	191.60	12.0	1,037.16	0.0	-	0.0	-	0.0	-	24.0	1,038.00	0.0	-	44.0	3,095.34	3,839.15	589.43	7,523.92	8,182						
24	3.230.05.05	Title Sheet	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	-	-	-	-						
25	3.230.05.10	Typical Sections	16.0	2,740.96	48.0	5,831.52	8.0	766.40	288.0	24,891.84	0.0	-	60.0	4,104.00	264.0	17,379.12	424.0	18,338.00	0.0	-	1,108.0	74,051.84	91,846.50	14,101.36	179,999.70	195,753						
26	3.230.05.15	Key Map and Line Index	4.0	685.24	4.0	485.96	4.0	383.20	14.0	1,210.02	0.0	-	8.0	547.20	10.0	658.30	16.0	692.00	0.0	-	60.0	4,661.92	5,782.18	887.75	11,331.85	12,323						
27	3.230.05.20	Layouts	32.0	5,481.92	48.0	5,831.52	14.0	1,341.20	544.0	47,017.92	0.0	-	82.0	5,608.80	384.0	25,278.72	496.0	21,452.00	0.0	-	1,600.0	112,012.08	138,928.58	21,329.96	272,270.62	296,099						
28	3.230.05.25	Profiles & Superelevation Diagrams	28.0	10,278.60	48.0	11,663.04	20.0	1,916.00	244.0	21,088.92	0.0	-	162.0	11,080.80	352.0	23,172.16	496.0	21,452.00	0.0	-	1,444.0	100,651.52	124,838.08	19,166.62	244,656.22	266,066						
29	3.230.05.30	Construction Details	88.0	15,075.28	224.0	27,213.76	48.0	3,460.00	2,424.0	209,506.32	0.0	-	346.0	23,666.40	1,846.0	121,522.18	1,998.0	65,413.50	0.0	-	6,974.0	487,995.84	605,261.24	92,326.85	1,186,183.93	1,289,958						
30	3.230.05.35	Contour Grading	36.0	6,167.16	52.0	6,317.48	12.0	1,149.60	596.0	51,512.28	0.0	-	80.0	5,472.00	538.0	35,416.54	836.0	36,157.00	0.0	-	2,150.0	142,192.06	176,360.81	27,076.99	345,629.87	375,879						
31	3.230.05.45	Soundwalls	16.0	2,740.96	20.0	2,429.80	8.0	766.40	996.0	86,084.28	0.0	-	32.0	2,188.80	368.0	24,225.44																

Other Direct Costs			
Other Direct Costs	RATE	NUMBER	COST
Mileage	\$ 0.59	20,000.0	\$11,700.00
Per Diem (Hotel, Meals, Incidentals)	\$ 5.00	156.0	\$780.00
Total Travel/Mileage Costs			\$12,480.00
Total Equipment Rental and Supplies			\$0.00
Reproduction			\$0.00
- Black/White 8.5x11			\$0.00
- Black/White 11x17			\$0.00
- Color 11x17			\$0.00
- Color 8.5x11			\$0.00
FedEx Box Shipment (Overnight)	\$ 25.90	15.0	\$388.50
FedEx Envelope Shipment (Overnight)	\$ 21.80	25.0	\$545.00
CADD Plots			\$0.00
- Black/White	\$ 0.75	2,000.0	\$1,500.00
- Color	\$ 8.80	60.0	\$528.00
Insurance for contract			\$0.00
Total Permit Fees, Plan Sheets, Test Holes (each, Etc.)			\$2,961.50
Total Other Direct Costs (rounded)			\$15,441.50

Cost/Price Form for Cost Plus Fixed Fee RFP
I-10 Express Lanes Contract 2 Plans, Specifications, and Estimates

Consultant Group Delta Consultants, Inc.Contract No. 22-1002722Date 04/29/2022

Direct Labor Classification/Title	Key Personnel	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Principal Engineer (Curt Scheyhing)	Curt Scheyhing	2,010	71.81	71.81	\$71.81	\$144,338.10
Associate Engineer/Geologist (Michael Givens)	Michael Givens	1,692	74.52	74.52	\$74.52	\$126,087.84
Associate Engineer/Geologist	Associate Engineer	198	53.00	81.74	\$67.37	\$13,339.26
Senior Engineer/Geologist	Senior Engineer/Geologist	796	44.24	60.10	\$52.17	\$41,527.32
Project Engineer/Geologist	Project Engineer/Geologist	2,687	36.60	48.00	\$42.30	\$113,660.10
Staff Engineer/Geologist	Staff Engineer/Geologist	6,630	25.00	36.06	\$30.53	\$202,413.90
Technician Geotechnical Lab	Technician Geotechnical Lab	2,631	25.00	31.50	\$28.25	\$74,325.75
Drafter / CADD	Drafter / CADD	2,068	35.50	42.00	\$38.75	\$80,135.00
Technician Field*	Technician Field*	0	50.43	52.21	\$51.32	\$0.00
Administrative	Administrative	432	35.00	35.00	\$35.00	\$15,120.00

19,144

Labor Costs

a) Subtotal Direct Labor Costs	\$ 810,947.27
b) Anticipated Salary Increases (see page 2 for sample)	\$ 9,698.58
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 820,645.85

Fringe Benefits

d) Fringe Benefits (Rate <u>88.10%</u> %)	e) Total Fringe Benefits [(c)x(d)]	\$ 722,988.99
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Indirect Costs

f) Overhead (Rate <u>75.98%</u> %)	g) Overhead [(c)x (f)]	\$ 623,526.72
h) General and Administrative (Rate <u>0.00%</u> %)	i) Gen & Admin [(c) x (h)]	\$ -
j) Total Indirect Costs [(g)+(i)]		\$ 623,526.72

Fixed Fee (Profit)

n) (Rate <u>8.50%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$ 184,208.73
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Total Loaded Labor Costs

2,351,370.29

Other Direct Costs (ODC)

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$ 5,850.00
m) Equipment Rental and Supplies (itemize)	\$ 1,384,840.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.)	\$ 0.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	\$
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$ 1,390,690.00
Total cost [(c) + (e) + (j) + (k) + (p)]	\$ 3,742,060.29

Notes:

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

Consultant Group Delta Consultants, Inc. Contract No. 22-1002722

Date 04/29/2022

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 810,947.27 /	19144 =	\$ 42.36	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

	Average hourly rate	Proposed Escalation			
Year 1	\$ 42.36 +	4%	=	\$ 44.05	Year 2 Avg Hourly Rate
Year 2	\$ 44.05 +	4%	=	\$ 45.81	Year 3 Avg Hourly Rate
Year 3	\$ 45.81 +	4%	=	\$ 47.64	Year 4 Avg Hourly Rate
Year 4	\$ 47.64 +	4%	=	\$ 49.55	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

	Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1	70.0%	19144	13400.8	Estimated Hours Year 1
Year 2	30.0%	19144	5743.2	Estimated Hours Year 2
Year 3	0.0%	19144	0.0	Estimated Hours Year 3
Year 4	0.0%	19144	0.0	Estimated Hours Year 4
Year 5	0.0%	19144	0.0	Estimated Hours Year 5
Total	100.0%	Total	19144	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1	\$ 42.36 *	13400.8	= \$ 567,657.89	Estimated Hours Year 1
Year 2	\$ 44.05 *	5743.2	= \$ 252,987.96	Estimated Hours Year 2
Year 3	\$ 45.81 *	0.0	= \$ -	Estimated Hours Year 3
Year 4	\$ 47.64 *	0.0	= \$ -	Estimated Hours Year 4
Year 5	\$ 49.55 *	0.0	= \$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =			\$ 820,645.85	
Direct Labor Subtotal before Escalation =			\$ 810,947.27	
Estimated Total of Direct Labor Salary Increase =			\$ 9,698.58	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only.
- Estimated yearly percent completed from resource loaded schedule

Contract: 22-1002722			Date: 04/29/2022											
Task Description			Detail Sheet											
I-10 Express Lanes Contract 2 PS&E			Consultant											
			Group Delta Consultants, Inc.											
A	B	C	D	E	F	G	H	I	J	K	L	M	AI	
Row	WBS Number	Drawing or Item of Work - Titles	Principal Engineer (Courtney Scheyhing)	Associate Engineer (Geologist) (Michael Givens)	Associate Engineer (Geologist)	Senior Engineer (Geologist)	Project Engineer (Geologist)	Staff Engineer (Geologist)	Technician Geotechnical Lab	Drafter / CADD	Technician Field*	Administrative	Total Hours	
1	3.100.15	Project Management											0.0	
2	3.100.15	Project Management											0.0	
3	3.100.15-1	Coordination and Meetings											0.0	
4	3.100.15-2	Administration											0.0	
5	3.180	Prepare Environmental Revalidation and Supplemental Project Report											0.0	
6	3.180	Prepare Environmental Revalidation and Supplemental Project Report											0.0	
	3.180	Prepare Design Standard Decision Document											0.0	
	3.180	Concept of Operations											0.0	
7	3.185	Prepare Base Maps and Plan Sheets (35% PS&E)											0.0	
8	3.185.05	Updated Project Information											0.0	
9	3.185.10	Engineering and Photogrammetric Surveys											0.0	
	3.185.15	Geometric Approval Drawings											0.0	
10	3.205	Permits & Agreements											0.0	
11	3.205.05	Determine Required Permits											0.0	
12	3.205.10	Obtain Permits											0.0	
13	3.220	Perform Right-Of-Way Engineering											0.0	
14	3.220.05	Existing Land Net											0.0	
15	3.220.10	Preparation of Land Net Map											0.0	
16	3.220.15	Right-Of-Way Maps											0.0	
17	3.220.20	Right-Of-Way Acquisition Documents											0.0	
18	3.230	Prepare Highway Draft Plans, Specifications, and Estimates (65% and 95% PS&E)											0.0	
19	3.230.05	Draft Highway Plans											0.0	
20	3.230.20	Transportation Management Plan (TMP)											0.0	
21	3.230.35	Draft Highway Specifications											0.0	
22	3.230.40	Draft Highway Quantities and Estimates											0.0	
23	3.230.60	Updated Storm Water Data Report											0.0	
24	3.230.70	Updated Hydraulics Report											0.0	
25	3.230.80	Geotechnical Design Report	157	191	23		381	359		68		56	1,235.0	
26	3.230.80	Updated Materials Report	76	118	9	28.0	121	250		84		28	714.0	
27	3.240	Prepare Structural Draft Plans, Specifications, and Estimates											0.0	
28	3.240.60	Hydraulics Report											0.0	
29	3.240.65	Preliminary Foundation Report	400	400		40		760		80		40	1,720.0	
30	3.240.70	Subsurface Exploration and Other Field Studies	697	303	86.0	728	2,185	3,981	2,631	1,836		188	12,635.0	
31	3.240.75	Draft Structural Plans											0.0	
32	3.240.80	Foundation Report	680.0	680.0	80.0			1,280.0				120.0	2,840.0	
33	3.255	Prepare Final PS&E Package											0.0	
34	3.255.20	Final District PS&E Package											0.0	
35	3.255.40	Resident Engineer File and Supplemental Materials											0.0	
36	3.260	Contract Bid Documents Ready to List											0.0	
37	3.260-1	Draft Contract											0.0	
38	5.270	Construction Engineering - Technical Support											0.0	
39	5.270	Construction Engineering - Technical Support											0.0	
40	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report											0.0	
41	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report											0.0	
Total Hours			2,010.0	1,692.0	198.0	796.0	2,687.0	6,630.0	2,631.0	2,068.0	0.0	432.0	19,144.0	

22-1002722			Date: 04/29/2022		Detail Sheet																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
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I-10 Express Lanes Contract 2 PS&E			Group Delta Consultants, Inc.																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
A	B	C	D	D1	E	E1	F	F1	G	G1	H	H1	I	I1	J	J1	K	K1	L	L1	M	M1	AI	AI1	AJ	AK	AL	AM																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
Row	WBS Number	Drawing or Item of Work - Titles	Principal Engineer (Curt Scheyhing)	\$	71.81	\$	74.52	\$	67.37	\$	52.17	\$	42.30	\$	30.53	\$	28.25	\$	38.75	\$	51.32	\$	35.00	Hours Total	Direct Labor Total	Overhead Cost	Fee	Total Labor Costs	Escalated Total Labor Cost																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
				Principal Engineer (Curt Scheyhing)	Associate Engineer (Geology) at (Michael Givens)	Associate Engineer (Geology) at (Michael Givens)	Associate Engineer (Geology) at	Senior Engineer (Geology) at	Senior Engineer (Geology) at	Technician Geotechnical Lab	Technician Geotechnical Lab	Draftwr / CAD	Draftwr / CAD	Technician Field*	Technician Field*	Administrative	Administrative																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
1	3.100.15	Project Management	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	\$	-	\$																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
2	3.100.15	Project Management	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	\$	-	\$																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
3	3.100.15-1	Coordination and Meetings	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	\$	-	\$																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
4	3.100.15-2	Administration	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	\$	-	\$																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
5	3.180	Prepare Environmental Revalidation and Supplemental Project Report	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	\$	-	\$																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
6	3.180	Prepare Environmental Revalidation and Supplemental Project Report	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	\$	-	\$																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
	3.180	Prepare Design Standard Decision Document	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	\$	-	\$																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
	3.180	Concept of Operations	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	\$	-	\$																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
7	3.185	Prepare Base Maps and Plan Sheets	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	\$	-	\$																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
8	3.185.05	Updated Project Information	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	\$	-	\$																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
9	3.185.10	Engineering and Photogrammetric Surveys	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	\$	-	\$																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
	3.185.15	Geometric Approval Drawings	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	\$	-	\$																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
10	3.205	Permits & Agreements	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	\$	-	\$																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
11	3.205.05	Determine Required Permits	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	\$	-	\$																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
12	3.205.10	Obtain Permits	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	\$	-	\$																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
13	3.220	Perform Right-Of-Way Engineering	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	\$	-	\$																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
14	3.220.05	Existing Land Net	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	\$	-	\$																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
15	3.220.10	Preparation of Land Net Map	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	\$	-	\$																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
16	3.220.15	Right-Of-Way Maps	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	\$	-	\$																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
17	3.220.20	Right-Of-Way Acquisition Documents	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	\$	-	\$																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
18	3.230	Prepare Highway Draft Plans, Specifications, and Estimates	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	\$	-	\$																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
19	3.230.05	Draft Highway Plans	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	\$	-	\$																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
20	3.230.20	Transportation Management Plan (TMP)	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	\$	-	\$																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
21	3.230.35	Draft Highway Specifications	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	\$	-	\$																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
22	3.230.40	Draft Highway Quantities and Estimates	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	\$	-	\$																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
23	3.230.60	Updated Storm Water Data Report	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	\$	-	\$																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
24	3.230.70	Updated Hydraulics Report	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	\$	-	\$																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
25	3.230.80	Geotechnical Design Report	157.0	\$	11,274.17	191.0	\$	14,233.32	23.0	\$	1,549.51	0.0	\$	-	381.0	\$	16,116.30	359.0	\$	10,960.27	0.0	\$	-	56.0	\$	1,960.00	1,235.0	\$	58,728.57																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
26	3.230.80	Updated Materials Report	76.0	\$	5,457.56	118.0	\$	8,793.36	9.0	\$	606.33	28.0	\$	1,460.76	121.0	\$	5,118.30	250.0	\$	7,632.50	0.0	\$	-	84.0	\$	3,255.00	0.0	\$	-	28.0	\$	980.00																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
27	3.240	Prepare Structural Draft Plans, Specifications, and Estimates	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	0.0	\$	-	

Other Direct Costs			
Other Direct Costs	RATE	NUMBER	COST
Mileage	\$ 0.59	15,000.0	\$8,775.00
Parking	\$ 5.00	200.0	\$1,000.00
Total Travel/Mileage Costs			\$9,775.00
Total Equipment Rental and Supplies			\$0.00
Reproduction			\$0.00
- Black/White 8.5x11	\$ 0.10	4,000.0	\$400.00
- Black/White 11x17	\$ 0.30	1,000.0	\$300.00
- Color 11x17			\$0.00
- Color 8.5x11			\$0.00
FedEx Box Shipment (Overnight)	\$ 25.00	16.0	\$400.00
FedEx Envelope Shipment (Overnight)	\$ 40.00	10.0	\$400.00
CADD Plots			\$0.00
- Black/White			\$0.00
- Color			\$0.00
Insurance for contract			\$0.00
Total Permit Fees, Plan Sheets, Test Holes (each, Etc.)			\$1,500.00
Total Other Direct Costs (rounded)			\$11,275.00

Cost/Price Form for Cost Plus Fixed Fee RFP
I-10 Express Lanes Contract 2 Plans, Specifications, and Estimates

Consultant ICF Jones & Stokes, Inc.Contract No. 22-1002722Date 04/29/2022

Direct Labor Classification/Title	Key Personnel	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Proj Dir	Calvert, Brian	477	95.44	105.73	\$100.59	\$47,981.43
Tech Dir	Lay, Keith	53	80.30	89.42	\$84.86	\$4,497.58
Sr Tech Analyst	Hardie, Jon / Higginson, Jonathan	37	73.00	80.84	\$76.92	\$2,846.04
Mng Consult		348	71.95	78.15	\$75.05	\$26,117.40
Sr Consult III		190	60.50	71.51	\$66.01	\$12,541.90
Sr Consult II		1,221	56.02	59.77	\$57.90	\$70,695.90
Sr Consult I		120	53.21	57.52	\$55.37	\$6,644.40
Assoc Consult III		186	44.50	51.45	\$47.98	\$8,924.28
Assoc Consult II		332	37.69	40.00	\$38.85	\$12,898.20
Assoc Consult I		42	35.32	36.62	\$35.97	\$1,510.74
Asst Consultant		4	32.41	38.00	\$35.21	\$140.84

3,010

Labor Costs

a) Subtotal Direct Labor Costs	\$	\$194,798.71
b) Anticipated Salary Increases (see page 2 for sample)	\$	8,347.70
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$	203,146.41

Fringe Benefits

d) Fringe Benefits (Rate <u>34.63%</u> %)	e) Total Fringe Benefits [(c)x(d)]	\$	70,349.60
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Indirect Costs

f) Overhead (Rate	<u>130.11%</u>	g) Overhead [(c)x (f)]	\$	<u>264,313.79</u>
h) General and Administrative (Rate	<u>6.00%</u>	i) Gen & Admin [(c) x (h)]	\$	<u>12,188.78</u>
j) Total Indirect Costs [(g)+(i)]			\$	<u>276,502.57</u>

Fixed Fee (Profit)

n) (Rate <u>8.50%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$	46,749.88
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Total Loaded Labor Costs

596,748.46

Other Direct Costs (ODC)

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$	\$3,125.00
m) Equipment Rental and Supplies (itemize)	\$	\$29,728.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.)	\$	\$0.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	\$	
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$	32,853.00
Total cost [(c) + (e) + (j) + (k) + (p)]	\$	629,601.46

Notes:

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

Consultant ICF Jones & Stokes, Inc. Contract No. 22-1002722 Date 04/29/2022

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 194,798.71 /	3010 =	\$ 64.72	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

	Average hourly rate	Proposed Escalation			
Year 1	\$ 64.72 +	4%	=	\$ 67.31	Year 2 Avg Hourly Rate
Year 2	\$ 67.31 +	4%	=	\$ 70.00	Year 3 Avg Hourly Rate
Year 3	\$ 70.00 +	4%	=	\$ 72.80	Year 4 Avg Hourly Rate
Year 4	\$ 72.80 +	4%	=	\$ 75.71	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

	Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1	35.0% *	3010 =	1053.5	Estimated Hours Year 1
Year 2	35.0% *	3010 =	1053.5	Estimated Hours Year 2
Year 3	20.0% *	3010 =	602.0	Estimated Hours Year 3
Year 4	10.0% *	3010 =	301.0	Estimated Hours Year 4
Year 5	0.0% *	3010 =	0.0	Estimated Hours Year 5
Total	100.0%	Total =	3010	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1	\$ 64.72 *	1053.5 =	\$ 68,182.52	Estimated Hours Year 1
Year 2	\$ 67.31 *	1053.5 =	\$ 70,911.09	Estimated Hours Year 2
Year 3	\$ 70.00 *	602.0 =	\$ 42,140.00	Estimated Hours Year 3
Year 4	\$ 72.80 *	301.0 =	\$ 21,912.80	Estimated Hours Year 4
Year 5	\$ 75.71 *	0.0 =	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =			\$ 203,146.41	
Direct Labor Subtotal before Escalation =			\$ 194,798.71	
Estimated Total of Direct Labor Salary Increase =			\$ 8,347.70	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only.
- Estimated yearly percent completed from resource loaded schedule

Contract: 22-1002722

Date: 04/29/2022

Detail Sheet

Task Description			Consultant											
I-10 Express Lanes Contract 2 PS&E			ICF Jones & Stokes, Inc.											
A	B	C	D	E	F	G	H	I	J	K	L	M	N	AI
Row	WBS Number	Drawing or Item of Work - Titles	Proj Dir	Tech Dir	Sr Tech Analyst	Mng Consult	Sr Consult III	Sr Consult II	Sr Consult I	Assoc Consult III	Assoc Consult II	Assoc Consult I	Asst Consultant	Total Hour
1	3.100.15	Project Management												
2	3.100.15	Project Management						432.0				24.0		60
3	3.100.15-1	Coordination and Meetings	144.0					270.0						49
4	3.100.15-2	Administration												
5	3.180	Prepare Environmental Revalidation and Supplemental Project Report												
6	3.180	Prepare Environmental Revalidation and Supplemental Project Report	79.0	53.0	37.0	160.0	124.0	469.0	62.0	84.0	12.0	18.0	4.0	1,110
7	3.185	Prepare Base Maps and Plan Sheets (35% PS&E)												
8	3.185.05	Updated Project Information												
9	3.185.10	Engineering and Photogrammetric Surveys												
10	3.205	Permits & Agreements												
11	3.205.05	Determine Required Permits												
12	3.205.10	Obtain Permits	29.0			188.0	66.0	50.0	58.0	102.0	320.0			81
13	3.220	Perform Right-Of-Way Engineering												
14	3.220.05	Existing Land Net												
15	3.220.10	Preparation of Land Net Map												
16	3.220.15	Right-Of-Way Maps												
17	3.220.20	Right-Of-Way Acquisition Documents												
18	3.230	Prepare Highway Draft Plans, Specifications, and Estimates (65% and 95% PS&E)												
19	3.230.05	Draft Highway Plans												
20	3.230.20	Transportation Management Plan (TMP)												
21	3.230.35	Draft Highway Specifications												
22	3.230.40	Draft Highway Quantities and Estimates												
23	3.230.60	Updated Storm Water Data Report												
24	3.230.70	Updated Hydraulics Report												
25	3.230.80	Geotechnical Design Report												
26	3.230.80	Updated Materials Report												
27	3.240	Prepare Structural Draft Plans, Specifications, and Estimates												
28	3.240.60	Hydraulics Report												
29	3.240.65	Preliminary Foundation Report												
30	3.240.70	Subsurface Exploration and Other Field Studies												
31	3.240.75	Draft Structural Plans												
32	3.240.80	Foundation Report												
33	3.255	Prepare Final PS&E Package												
34	3.255.20	Final District PS&E Package												
35	3.255.40	Resident Engineer File and Supplemental Materials												
36	3.260	Contract Bid Documents Ready to List												
37	3.260-1	Draft Contract												
38	5.270	Construction Engineering - Technical Support												
39	5.270	Construction Engineering - Technical Support												
40	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report												
41	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report												
Total Hours			477.0	53.0	37.0	348.0	190.0	1,221.0	120.0	186.0	332.0	42.0	4.0	3,011

Contract: 22-1002722			Date: 04/29/2022			Detail Sheet																								
Task Description			Consultant																											
I-10 Express Lanes Contract 2 PS&E			ICF Jones & Stokes, Inc.																											
A	B	C	D	D1	E	E1	F	F1	G	G1	H	H1	I	I1	J	J1	K	K1	L	L1	M	AI	AI1	AJ	AK	AL	AM			
Row	WBS Number	Drawing or Item of Work - Titles	Proj Dir	\$ 100.59	Tech Dir	\$ 84.86	Sr Tech Analyst	\$ 76.92	Mng Consult	\$ 75.05	Sr Consult III	\$ 66.01	Sr Consult II	\$ 57.90	Sr Consult I	\$ 55.37	Assoc Consult III	\$ 47.98	Assoc Consult II	\$ 38.85	Assoc Consult I	Hours Total	Direct Labor	Overhead Cost	Fee	Total Labor	Escalated			
				Proj Dir		Tech Dir		Sr Tech Analyst		Mng Consult		Sr Consult III		Sr Consult II		Sr Consult I		Assoc Consult III		Assoc Consult II			Assoc Consult I	Total				Costs	Cost	
1	3.100.15	Project Management	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
2	3.100.15	Project Management	144.0	\$ 14,484.96	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	432.0	\$ 25,012.80	0.0	\$ -	0.0	\$ -	0.0	\$ -	24.0	600.0	\$ 40,361.04	\$ 68,912.44	\$ 9,288.25	\$ 118,561.73	\$ 123,642.44			
3	3.100.15-1	Coordination and Meetings	225.0	\$ 22,632.75	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	270.0	\$ 15,633.00	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	495.0	\$ 38,265.75	\$ 65,334.94	\$ 8,806.06	\$ 112,406.75	\$ 117,223.71			
4	3.100.15-2	Administration	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
5	3.180	Prepare Environmental Revalidation and Supplemental Project Report	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
6	3.180	Prepare Environmental Revalidation and Supplemental Project Report	79.0	\$ 7,946.61	53.0	\$ 4,497.58	37.0	\$ 2,846.04	160.0	\$ 12,008.00	124.0	\$ 8,185.24	469.0	\$ 27,155.10	62.0	\$ 3,432.94	84.0	\$ 4,030.32	12.0	\$ 466.20	18.0	1,102.0	\$ 71,356.33	\$ 121,833.80	\$ 16,421.16	\$ 209,611.29	\$ 218,593.75			
7	3.185	Prepare Base Maps and Plan Sheets	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
8	3.185.05	Updated Project Information	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
9	3.185.10	Engineering and Photogrammetric Surveys	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
10	3.205	Permits & Agreements	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
11	3.205.05	Determine Required Permits	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
12	3.205.10	Obtain Permits	29.0	\$ 2,917.11	0.0	\$ -	0.0	\$ -	188.0	\$ 14,109.40	66.0	\$ 4,356.66	50.0	\$ 2,895.00	58.0	\$ 3,211.46	102.0	\$ 4,893.96	320.0	\$ 12,432.00	0.0	813.0	\$ 44,815.59	\$ 76,518.14	\$ 10,313.37	\$ 131,647.10	\$ 137,288.56			
13	3.220	Perform Right-Of-Way Engineering	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
14	3.220.05	Existing Land Net	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
15	3.220.10	Preparation of Land Net Map	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
16	3.220.15	Right-Of-Way Maps	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
17	3.220.20	Right-Of-Way Acquisition Documents	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
18	3.230	Prepare Highway Draft Plans, Specifications, and Estimates	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
19	3.230.05	Draft Highway Plans	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
20	3.230.20	Transportation Management Plan (TMP)	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
21	3.230.35	Draft Highway Specifications	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
22	3.230.40	Draft Highway Quantities and Estimates	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
23	3.230.60	Updated Storm Water Data Report	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
24	3.230.70	Updated Hydraulics Report	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
25	3.230.80	Geotechnical Design Report	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
26	3.230.80	Updated Materials Report	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
27	3.240	Prepare Structural Draft Plans, Specifications, and Estimates	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
28	3.240.60	Hydraulics Report	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
29	3.240.65	Preliminary Foundation Report	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
30	3.240.70	Subsurface Exploration and Other Field Studies	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
31	3.240.75	Draft Structural Plans	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
32	3.240.80	Foundation Report	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
33	3.255	Prepare Final PS&E Package	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
34	3.255.20	Final District PS&E Package	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
35	3.255.40	Resident Engineer File and Supplemental Materials	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
36	3.260	Contract Bid Documents Ready to List	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
37	3.260-1	Draft Contract	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
38	5.270	Construction Engineering - Technical Support	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
39	5.270	Construction Engineering - Technical Support	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
40	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
41	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -			
Total Hours			477.0	\$ 47,981.43	53.0	\$ 4,497.58	37.0	\$ 2,846.04	348.0	\$ 26,117.40	190.0	\$ 12,541.90	1,221.0	\$ 70,695.90	120.0	\$ 6,644.40	186.0	\$ 8,924.28	332.0	\$ 12,898.20	42.0	3,010.0	\$ 194,798.71	\$ 332,599.32	\$ 44,828.83	\$ 572,226.86	\$ 596,748.46			

Other Direct Costs			
Other Direct Costs	RATE	NUMBER	COST
Mileage	\$ 0.59	5,000.0	\$2,925.00
Parking	\$ 2.00	100.0	\$200.00
Total Travel/Mileage Costs			\$3,125.00
500.00 Subcontractor (Paleontological Mitigation Plan)			\$20,500.00
523.02 Reproductions			\$500.00
523.04 Postage and Delivery			\$1,920.00
523.05 Travel, Auto, incld. Mileage at current IRS rate (.585/mile)			\$2,808.00
523.07 Surveys and Reports			\$4,000.00
Total Equipment Rental and Supplies			\$29,728.00
Reproduction			\$0.00
- Black/White 8.5x11			\$0.00
- Black/White 11x17			\$0.00
- Color 11x17			\$0.00
- Color 8.5x11			\$0.00
FedEx Box Shipment (Overnight)			\$0.00
FedEx Envelope Shipment (Overnight)			\$0.00
CADD Plots			\$0.00
- Black/White			\$0.00
- Color			\$0.00
Insurance for contract			\$0.00
Total Permit Fees, Plan Sheets, Test Holes (each, Etc.)			\$0.00
Total Other Direct Costs (rounded)			\$32,853.00

Cost/Price Form for Cost Plus Fixed Fee RFP
I-10 Express Lanes Contract 2 Plans, Specifications, and Estimates

Consultant Iteris, Inc.Contract No. 22-1002722Date 04/29/2022

Direct Labor Classification/Title	Key Personnel	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Vice President/Chief Scientist	Steven Bradley	530	100.00	129.80	\$114.90	\$60,897.00
Associate Vice President		1,075	82.18	101.76	\$91.97	\$98,867.75
Senior Engineer/Planner/Manager II		385	71.94	79.77	\$75.86	\$29,206.10
Senior Engineer/Planner/Manager I		2,030	53.28	71.94	\$62.61	\$127,098.30
Engineer/Planner		3,320	40.64	61.41	\$51.03	\$169,419.60
Associate Engineer/Planner		4,220	37.33	47.26	\$42.30	\$178,506.00
Assistant Engineer/Planner		4,400	34.32	40.34	\$37.33	\$164,252.00
Analyst		90	30.10	40.64	\$35.37	\$3,183.30

16,050

Labor Costs

a) Subtotal Direct Labor Costs	\$ 831,430.05
b) Anticipated Salary Increases (see page 2 for sample)	\$ 20,022.45
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 851,452.50

Fringe Benefits

d) Fringe Benefits (Rate <u>72.857%</u> %)	e) Total Fringe Benefits [(c)x(d)]	\$ 620,342.75
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Indirect Costs

f) Overhead (Rate <u>129.796%</u> %)	g) Overhead [(c)x (f)]	\$ 1,105,151.29
h) General and Administrative (Rate <u> </u> %)	i) Gen & Admin [(c) x (h)]	\$ -
	j) Total Indirect Costs [(g)+(i)]	\$ 1,105,151.29

Fixed Fee (Profit)

n) (Rate <u>8.50%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$ 219,040.46
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Total Loaded Labor Costs2,795,987.00**Other Direct Costs (ODC)**

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$ 11,524.50
m) Equipment Rental and Supplies (itemize)	\$ 0.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.)	\$ 0.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	\$
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$ 11,524.50
Total cost [(c) + (e) + (j) + (k) + (p)]	\$ 2,807,511.50

Notes:

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

Consultant Iteris, Inc. Contract No. 22-1002722 Date 04/29/2022

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 831,430.05 /	16050 =	\$ 51.80	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

	Average hourly rate	Proposed Escalation			
Year 1	\$ 51.80 +	4%	=	\$ 53.87	Year 2 Avg Hourly Rate
Year 2	\$ 53.87 +	4%	=	\$ 56.02	Year 3 Avg Hourly Rate
Year 3	\$ 56.02 +	4%	=	\$ 58.26	Year 4 Avg Hourly Rate
Year 4	\$ 58.26 +	4%	=	\$ 60.59	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

	Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1	50.0%	16050 =	8025.0	Estimated Hours Year 1
Year 2	40.0%	16050 =	6420.0	Estimated Hours Year 2
Year 3	10.0%	16050 =	1605.0	Estimated Hours Year 3
Year 4		16050 =	0.0	Estimated Hours Year 4
Year 5		16050 =	0.0	Estimated Hours Year 5
Total	100.0%	Total =	16050	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1	\$ 51.80 *	8025.0 =	\$ 415,695.00	Estimated Hours Year 1
Year 2	\$ 53.87 *	6420.0 =	\$ 345,845.40	Estimated Hours Year 2
Year 3	\$ 56.02 *	1605.0 =	\$ 89,912.10	Estimated Hours Year 3
Year 4	\$ 58.26 *	0.0 =	\$ -	Estimated Hours Year 4
Year 5	\$ 60.59 *	0.0 =	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =			\$ 851,452.50	
Direct Labor Subtotal before Escalation =			\$ 831,430.05	
Estimated Total of Direct Labor Salary Increase =			\$ 20,022.45	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only.
- Estimated yearly percent completed from resource loaded schedule

Contract: 22-1002722

Date: 04/29/2022

Detail Sheet

Task Description			Consultant								
I-10 Express Lanes Contract 2 PS&E			Iteris, Inc.								
A	B	C	D	E	F	G	H	I	J	K	AI
Row	WBS Number	Drawing or Item of Work - Titles	Vice President/Chief Scientist	Associate Vice President/Principal Director	Senior Engineer/Planner Manager II	Senior Engineer/Planner Manager I	Engineer/Planner	Associate Engineer/Planner	Assistant Engineer/Planner	Analyst	Total Hours
1	3.100.15	Project Management									0.0
2	3.100.15	Project Management									0.0
3	3.100.15-1	Coordination and Meetings	450	350			350				1,150.0
4	3.100.15-2	Administration								90	90.0
5	3.180	Prepare Environmental Revalidation and Supplemental Project Report									0.0
6	3.180	Prepare Environmental Revalidation and Supplemental Project Report									0.0
7	3.185	Prepare Base Maps and Plan Sheets									0.0
8	3.185.05	Updated Project Information									0.0
9	3.185.10	Engineering and Photogrammetric Surveys									0.0
10	3.205	Permits & Agreements									0.0
11	3.205.05	Determine Required Permits									0.0
12	3.205.10	Obtain Permits									0.0
13	3.220	Perform Right-Of-Way Engineering									0.0
14	3.220.05	Existing Land Net									0.0
15	3.220.10	Preparation of Land Net Map									0.0
16	3.220.15	Right-Of-Way Maps									0.0
17	3.220.20	Right-Of-Way Acquisition Documents									0.0
18	3.230	Prepare Highway Draft Plans, Specifications, and Estimates									0.0
19	3.230.05	Draft Highway Plans									0.0
20	3.230.20	Transportation Management Plan (TMP)									0.0
21	3.230.35	Draft Highway Specifications									0.0
22	3.230.40	Draft Highway Quantities and Estimates									0.0
23	3.230.60	Updated Storm Water Data Report									0.0
24	3.230.70	Updated Hydraulics Report									0.0
25	3.230.80	Geotechnical Design Report									0.0
26	3.230.80	Updated Materials Report									0.0
	3.230.05.01	Electrical Plans (Toll Infrastructure)	40	150	100	400	950	1,050	1,100		3,790.0
	3.230.05.02	Electrical Plans (Fiber Optic Cable System)		100	80	200	350	450	500		1,680.0
	3.230.05.03	Electrical Plans (Camera System)		25	20	60	110	150	160		525.0
	3.230.05.05	Electrical Plans (Changeable Message Sign System)		10	5	10	20	40	40		125.0
	3.230.05.07	Electrical Plans (Weigh in Motion)		10	5	15	30	60	60		180.0
	3.230.05.08	Electrical Plans (Removing Fiber Optic Cable System)		15	10	10	100	150	200		485.0
	3.230.05.09	Electrical Plans (Removing Camera System)		0	0	5	55	60	60		180.0
	3.230.05.11	Electrical Plans (Removing Changeable Message Sign System)		0	0	5	5	30	30		70.0
	3.230.05.13	Electrical Plans (Removing Weigh in Motion)		0	0	5	5	40	40		90.0
	3.230.05.14	Electrical Plans (Temporary Fiber Optic Cable System)		15	10	10	150	200	250		635.0
	3.230.05.15	Electrical Plans (Temporary Camera System)		15	10	10	100	120	150		405.0
	3.230.05.16	Electrical Plans (Temporary Traffic Monitoring Station)		0	0	10	60	80	100		250.0
	3.230.05.17	Electrical Plans (Temporary Changeable Message Sign System)		0	0	10	20	30	30		90.0
27	3.240	Prepare Structural Draft Plans, Specifications, and Estimates									0.0
28	3.240.60	Hydraulics Report									0.0
29	3.240.65	Preliminary Foundation Report									0.0
30	3.240.70	Subsurface Exploration and Other Field Studies									0.0
31	3.240.75	Draft Structural Plans									0.0
32	3.240.80	Foundation Report									0.0
33	3.255	Prepare Final PS&E Package									0.0
34	3.255.20	Final District PS&E Package									0.0
35	3.255.40	Resident Engineer File and Supplemental Materials									0.0
	3.255.05.01	Electrical Plans (Toll Infrastructure)		50	50	300	500	600	700		2,200.0
	3.255.05.02	Electrical Plans (Fiber Optic Cable System)		50	40	150	250	300	400		1,190.0
	3.255.05.03	Electrical Plans (Camera System)		25	20	60	100	150	150		505.0
	3.255.05.04	Electrical Plans (Changeable Message Sign System)		10	5	10	10	30	30		95.0
	3.255.05.05	Electrical Plans (Weigh in Motion)		10	5	10	20	50	50		145.0
	3.255.05.06	Electrical Plans (Removing Fiber Optic Cable System)		10	5	10	30	60	70		185.0
	3.255.05.07	Electrical Plans (Removing Camera System)		0	0	5	20	40	40		105.0
	3.255.05.08	Electrical Plans (Removing Changeable Message Sign System)		0	0	5	5	20	20		50.0
	3.255.05.09	Electrical Plans (Removing Weigh in Motion)		0	0	5	5	30	30		70.0
	3.255.05.10	Electrical Plans (Temporary Fiber Optic Cable System)		15	10	10	50	80	90		255.0
	3.255.05.11	Electrical Plans (Temporary Camera System)		15	10	10	10	40	40		125.0
	3.255.05.12	Electrical Plans (Temporary Traffic Monitoring Station)		0	0	10	20	40	40		110.0
	3.255.05.13	Electrical Plans (Temporary Changeable Message Sign System)		0	0	5	5	20	20		50.0
36	3.260	Contract Bid Documents Ready to List									0.0
37	3.260-1	Draft Contract									0.0
38	5.270	Construction Engineering - Technical Support									0.0
39	5.270	Construction Engineering - Technical Support	40	200			340	340	300		1,220.0
40	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report									0.0
41	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report									0.0
Total Hours			530.0	1,075.0	385.0	2,030.0	3,320.0	4,220.0	4,400.0	90.0	16,050.0

Contract: 22-1002722			Date: 04/29/2022			Detail Sheet																				
Task Description			Consultant																							
I-10 Express Lanes Contract 2 PS&E			Iteris, Inc.																							
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	
Row	WBS Number	Drawing or Item of Work - Titles	Vice President/Chief Scientist	Vice President/Chief Scientist	Associate Vice President/Princip al/Director	Associate Vice President/Princip al/Director	Senior Engineer/Planner/ Manager II	Senior Engineer/Planner/ Manager II	Senior Engineer/Planner/ Manager I	Senior Engineer/Planner/ Manager I	Engineer/Planner	Engineer/Planner	Associate Engineer/Planner	Associate Engineer/Planner	Assistant Engineer/Planner	Assistant Engineer/Planner	Analyst	Analyst	Direct Labor Total	Overhead Cost	Fee	Total Labor Costs	Escalated Total Labor Cost			
1	3.100.15	Project Management	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2	3.100.15	Project Management	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
3	3.100.15-1	Coordination and Meetings	450.0	\$ 51,705.00	350.0	\$ 32,189.50	0.0	\$ -	350.0	\$ 21,913.50	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ 105,808.00	\$ 214,423.09	\$ 27,219.64	\$ 347,450.73	\$ 355,818.02	\$ -	\$ -	
4	3.100.15-2	Administration	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	90.0	\$ 3,183.30	\$ 3,183.30	\$ 6,451.05	\$ 818.92	\$ 10,453.27	\$ 10,705.01	\$ -	\$ -	
5	3.180	Prepare Environmental Revalidation and Supplemental Project Report	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6	3.180	Prepare Environmental Revalidation and Supplemental Project Report	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
7	3.185	Prepare Base Maps and Plan Sheets	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8	3.185.05	Updated Project Information	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9	3.185.10	Engineering and Photogrammetric Surveys	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10	3.205	Permits & Agreements	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
11	3.205.05	Determine Required Permits	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
12	3.205.10	Obtain Permits	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
13	3.220	Perform Right-Of-Way Engineering	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
14	3.220.05	Existing Land Net	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
15	3.220.10	Preparation of Land Net Map	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
16	3.220.15	Right-Of-Way Maps	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
17	3.220.20	Right-Of-Way Acquisition Documents	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
18	3.230	Prepare Highway Draft Plans, Specifications, and Estimates	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
19	3.230.05	Draft Highway Plans	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
20	3.230.20	Transportation Management Plan (TMP)	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
21	3.230.35	Draft Highway Specifications	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
22	3.230.40	Draft Highway Quantities and Estimates	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
23	3.230.60	Updated Storm Water Data Report	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
24	3.230.70	Updated Hydraulics Report	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
25	3.230.80	Geotechnical Design Report	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
26	3.230.80	Updated Materials Report	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	3.230.05.01	Electrical Plans (Toll Infrastructure)	40.0	\$ 4,596.00	150	\$ 13,796	100	\$ 7,586	400	\$ 25,044	950	\$ 48,479	1,050	\$ 44,415	1,100	\$ 41,063	0.0	\$ -	\$ 184,978.00	\$ 374,863.47	\$ 47,586.52	\$ 607,427.99	\$ 622,056.04	\$ -	\$ -	
	3.230.05.02	Electrical Plans (Fiber Optic Cable System)	0.0	\$ -	100	\$ 9,197	80	\$ 6,069	200	\$ 12,522	350	\$ 17,861	450	\$ 19,035	500	\$ 18,665	0.0	\$ -	\$ 83,348.30	\$ 168,907.83	\$ 21,441.77	\$ 273,697.90	\$ 280,289.08	\$ -	\$ -	
	3.230.05.03	Electrical Plans (Camera System)	0.0	\$ -	25	\$ 2,299	20	\$ 1,517	60	\$ 3,757	110	\$ 5,613	150	\$ 6,345	160	\$ 5,973	0.0	\$ -	\$ 25,504.15	\$ 51,684.93	\$ 6,561.07	\$ 83,750.15	\$ 85,767.01	\$ -	\$ -	
	3.230.05.04	Electrical Plans (Traffic Monitoring Station)	0.0	\$ -	10	\$ 920	5	\$ 379	10	\$ 626	20	\$ 1,021	40	\$ 1,692	40	\$ 1,493	0.0	\$ -	\$ 6,130.90	\$ 12,424.45	\$ 1,577.20	\$ 20,132.56	\$ 20,617.39	\$ -	\$ -	
	3.230.05.05	Electrical Plans (Changeable Message Sign System)	0.0	\$ -	10	\$ 920	5	\$ 379	15	\$ 939	30	\$ 1,531	60	\$ 2,538	60	\$ 2,240	0.0	\$ -	\$ 8,546.85	\$ 17,320.45	\$ 2,198.72	\$ 28,068.02	\$ 28,741.90	\$ -	\$ -	
	3.230.05.06	Electrical Plans (Traffic Census Station)	0.0	\$ -	15	\$ 1,380	10	\$ 759	10	\$ 626	100	\$ 5,103	150	\$ 6,345	200	\$ 7,466	0.0	\$ -	\$ 21,678.25	\$ 43,931.62	\$ 5,576.84	\$ 71,186.71	\$ 72,901.03	\$ -	\$ -	
	3.230.05.07	Electrical Plans (Weigh in Motion)	0.0	\$ -	0	\$ 0	0	\$ 0	5	\$ 313	55	\$ 2,807	60	\$ 2,538	60	\$ 2,240	0.0	\$ -	\$ 7,897.50	\$ 16,004.52	\$ 2,031.67	\$ 25,933.69	\$ 26,558.23	\$ -	\$ -	
	3.230.05.08	Electrical Plans (Removing Fiber Optic Cable System)	0.0	\$ -	0	\$ 0	0	\$ 0	5	\$ 313	5	\$ 255	30	\$ 1,269	30	\$ 1,120	0.0	\$ -	\$ 2,957.10	\$ 5,992.65	\$ 760.73	\$ 9,710.48	\$ 9,944.33	\$ -	\$ -	
	3.230.05.09	Electrical Plans (Removing Camera System)	0.0	\$ -	0	\$ 0	0	\$ 0	5	\$ 313	5	\$ 255	40	\$ 1,692	40	\$ 1,493	0.0	\$ -	\$ 3,753.40	\$ 7,606.38	\$ 965.58	\$ 12,325.36	\$ 12,622.18	\$ -	\$ -	
	3.230.05.10	Electrical Plans (Removing Traffic Monitoring Station)	0.0	\$ -	15	\$																				

Other Direct Costs			
Other Direct Costs	RATE	NUMBER	COST
Mileage	\$ 0.59	19,700.0	\$11,524.50
Parking	\$ 2.00		\$0.00
Total Travel/Mileage Costs			\$11,524.50
Total Equipment Rental and Supplies			\$0.00
Reproduction			\$0.00
- Black/White 8.5x11			\$0.00
- Black/White 11x17			\$0.00
- Color 11x17			\$0.00
- Color 8.5x11			\$0.00
FedEx Box Shipment (Overnight)			\$0.00
FedEx Envelope Shipment (Overnight)			\$0.00
CADD Plots			\$0.00
- Black/White			\$0.00
- Color			\$0.00
Insurance for contract			\$0.00
Total Permit Fees, Plan Sheets, Test Holes (each, Etc.)			\$0.00
Total Other Direct Costs (rounded)			\$11,524.50

Cost/Price Form for Cost Plus Fixed Fee RFP
I-10 Express Lanes Contract 2 Plans, Specifications, and Estimates

Consultant Jacobs Engineering Group Inc.Contract No. 22-1002722Date 04/29/2022

Direct Labor Classification/Title	Key Personnel	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Project Manager	Steve Lutz	1,884	100.00	130.00	\$115.00	\$216,660.00
Roadway QC	Steve Henderson	270	100.00	130.00	\$115.00	\$31,050.00
Sr. Roadway Lead	Nick Polichetti	3,582	90.00	105.00	\$97.50	\$349,245.00
Roadway Engineer	Justin Branch	8,196	85.00	100.00	\$92.50	\$758,130.00
Design Specifications	Birgitta Ongawan	124	70.00	95.00	\$82.50	\$10,230.00
CADD Technician	Rick Munoz	6,912	50.00	70.00	\$60.00	\$414,720.00
Geotechnical QC	Ravee Raveendra	322	110.00	125.00	\$117.50	\$37,835.00
Geotechnical Lead	Craig Leszkiewicz	1,338	80.00	105.00	\$92.50	\$123,765.00
Sr. Geotechnical Engineer	Sreekar Pulijala	3,150	70.00	95.00	\$82.50	\$259,875.00
Project Geotechnical Engineer	Adeleine Tran	5,254	50.00	70.00	\$60.00	\$315,240.00
Structures QC	Mark Brady	204	100.00	120.00	\$110.00	\$22,440.00
Structures Lead	Liping Zhou	1,396	85.00	105.00	\$95.00	\$132,620.00
Structural Engineer	David Guest	2,776	60.00	85.00	\$72.50	\$201,260.00
Structural CADD Technician	Norman Morales	3,020	60.00	75.00	\$67.50	\$203,850.00
Sr Traffic Lead	Loren Bloomberg	214	110.00	125.00	\$117.50	\$25,145.00
Traffic Engineer	Alfredo Cabrera Ventura	550	65.00	85.00	\$75.00	\$41,250.00
Drainage Lead	Robert Henderson	544	100.00	125.00	\$112.50	\$61,200.00
Drainage Engineer	Ryan Luong	768	80.00	105.00	\$92.50	\$71,040.00
Technical Editor	Sara Baker	282	40.00	60.00	\$50.00	\$14,100.00
Admin	Karen Diaz	98	35.00	50.00	\$42.50	\$4,165.00
Sr. Survey Manager	Aaron Willis	60	100.00	130.00	\$115.00	\$6,900.00
Survey Field/Office Engineer	George Tye	214	70.00	100.00	\$85.00	\$18,190.00
Sr. Tolling/ConOps Lead	Russ McCarty	340	110.00	140.00	\$125.00	\$42,500.00

41,498

Labor Costs		
a) Subtotal Direct Labor Costs		\$ 3,361,410.00
b) Anticipated Salary Increases (see page 2 for sample)		\$ 188,020.65
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]		\$ 3,549,430.65
Fringe Benefits		
d) Fringe Benefits (Rate <u>30.980%</u> %)	e) Total Fringe Benefits [(c)x(d)]	\$ 1,099,613.62
Indirect Costs		
f) Overhead (Rate <u>23.960%</u> %)	g) Overhead [(c)x (f)]	\$ 850,443.58
h) General and Administrative (Rate <u>54.400%</u> %)	i) Gen & Admin [(c) x (h)]	\$ 1,930,890.27
j) Total Indirect Costs [(g)+(i)]		\$ 2,781,333.85
Fixed Fee (Profit)		
n) (Rate <u>8.50%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$ 631,582.14
Total Loaded Labor Costs		\$ 8,061,960.26
Other Direct Costs (ODC)		
l) Travel/ Mileage Costs (supported by consultant actual costs)		\$ 21,700.00
m) Equipment Rental and Supplies (itemize)		\$ 20,000.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.)		\$ 7,000.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)		\$
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]		\$ 48,700.00
Total cost [(c) + (e) + (j) + (k) + (p)]		\$ 8,110,660.26

Notes:

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

Consultant Jacobs Engineering Group Inc. Contract No. 22-1002722 Date 04/29/2022

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 3,361,410.00 /	41498 =	\$ 81.00	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

	Average hourly rate	Proposed Escalation			
Year 1	\$ 81.00 +	4%	=	\$ 84.24	Year 2 Avg Hourly Rate
Year 2	\$ 84.24 +	4%	=	\$ 87.61	Year 3 Avg Hourly Rate
Year 3	\$ 87.61 +	4%	=	\$ 91.11	Year 4 Avg Hourly Rate
Year 4	\$ 91.11 +	4%	=	\$ 94.75	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

	Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1	20.0%	41498	8299.6	Estimated Hours Year 1
Year 2	34.3%	41498	14227.9	Estimated Hours Year 2
Year 3	34.3%	41498	14227.9	Estimated Hours Year 3
Year 4	11.4%	41498	4742.6	Estimated Hours Year 4
Year 5		41498	0.0	Estimated Hours Year 5
Total	100.0%	Total	41498	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1	\$ 81.00 *	8299.6	= \$ 672,267.60	Estimated Hours Year 1
Year 2	\$ 84.24 *	14227.9	= \$ 1,198,557.09	Estimated Hours Year 2
Year 3	\$ 87.61 *	14227.9	= \$ 1,246,505.07	Estimated Hours Year 3
Year 4	\$ 91.11 *	4742.6	= \$ 432,100.89	Estimated Hours Year 4
Year 5	\$ 94.75 *	0.0	= \$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =			\$ 3,549,430.65	
Direct Labor Subtotal before Escalation =			\$ 3,361,410.00	
Estimated Total of Direct Labor Salary Increase =			\$ 188,020.65	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only.
- Estimated yearly percent completed from resource loaded schedule

Contract: 22-1002722			Date: 04/29/2022			Detail Sheet																												
Task Description			Consultant																															
I-10 Express Lanes Contract 2 PS&E			Jacobs Engineering Group Inc.																															
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA								
Row	WBS Number	Drawing or Item of Work - Titles	Project Manager	Roadway OC	Sr. Roadway Lead	Roadway Engineer	Design Specifications	CADD Technician	Geotechnical OC	Geotechnical Lead	Sr. Geotechnical Engineer	Project Geotechnical Engineer	Structures OC	Structures Lead	Structural Engineer	Structural CAD Technician	Sr. Traffic Lead	Traffic Engineer	Damage Lead	Damage Engineer	Technical Editor	Admin	Sr. Survey Manager	Survey Field Office Engineer	Survey CAD/Cos Lead	Sr. Survey CAD/Cos	Total Hours							
1	3.100.15	Project Management																																
2	3.100.15	Project Management	464.0																															
3	3.100.15-1	Coordination and Meetings	240.0																															
4	3.100.15-2	Administration	216.0																															
5	3.180	Prepare Environmental Revalidation and Supplemental Project Report																																
6	3.180	Prepare Environmental Revalidation and Supplemental Project Repo	40.0	16.0	124.0	410.0		368.0											40.0		80.0						1,000.0							
7	3.180	Proposed Geometric Review (GAD Preparation	48.0	24.0	236.0	610.0		788.0																			1,000.0							
8	3.180	Prepare Design Standard Decision Documen	20.0	8.0	146.0	160.0		396.0																										
9	3.180	Concept of Operations	16.0	16.0														72.0	376.0							340.0								
10	3.185	Prepare Base Maps and Plan Sheets (35% PS&E)																																
11	3.185.05	Updated Project Information	16.0		24.0	40.0		36.0																										
12	3.185.10	Engineering and Photogrammetric Surveys			40.0																													
13	3.185.15.05	Roadway and Miscellaneous Design (35% PS&E)	36.0	24.0	320.0	1,696.0		824.0																			2,000.0							
14	3.205	Permits & Agreements																																
15	3.205.05	Determine Required Permits	28.0		22.0	108.0		214.0																										
16	3.205.10	Obtain Permits																																
17	3.220	Perform Right-Of-Way Engineering																																
18	3.220.05	Existing Land Net																																
19	3.220.10	Preparation of Land Net Map																																
20	3.220.15	Right-Of-Way Maps (Right-Of-Way Requirements)																					40.0	142.0										
21	3.220.20	Right-Of-Way Acquisition Documents																					20.0	72.0										
22	3.230	Prepare Highway Draft Plans, Specifications, and Estimates (65% and 95% PS&E)																																
23	3.230.05	Draft Highway Plans																																
24	3.230.05.05	Title Sheet	2.0	2.0	4.0	12.0		24.0																										
25	3.230.05.10	Typical Sections	18.0	14.0	204.0	324.0		376.0																										
26	3.230.05.15	Key Map and Line Index	4.0	8.0	12.0	12.0		14.0																										
27	3.230.05.20	Layouts	18.0	14.0	256.0	624.0		664.0																										
28	3.230.05.25	Profiles & Super-elevation Diagrams	40.0	14.0	524.0	716.0		432.0																										
29	3.230.05.30	Construction Details	64.0	14.0	432.0	772.0		644.0																										
30	3.230.05.35	Contour Grading	36.0	14.0	324.0	464.0		434.0																										
31	3.230.05.45	Soundwalls	18.0	14.0	116.0	288.0		224.0																										
32	3.230.05.50	Retaining Walls - Standard	40.0	14.0	128.0	710.0		110.0																										
33	3.230.05.55	Revised Standard Plans	20.0	14.0	36.0	8.0		14.0																										
34	3.230.05.55	Vendor Drawings	4.0	14.0	8.0	8.0		12.0																										
35	3.230.20	Transportation Management Plan (TMP) (Operational Analysis for Detours	14.0															54.0	174.0															
36	3.230.25	Utility Plans	14.0	14.0	60.0	164.0		588.0																										
37	3.230.35	Draft Highway Specifications	56.0				124.0																											
38	3.230.40	Draft Highway Quantities and Estimates	56.0		144.0	428.0														40.0	108.0													
39	3.230.55	Structures Draft PS&E Incorporation	14.0	8.0	56.0	122.0		200.0																										
40	3.230.60	Updated Storm Water Data Report	14.0					140.0												196.0	428.0													
41	3.230.70	Updated Hydraulics Report																																
42	3.230.80	Geotechnical Design Report																																
43	3.230.80	Updated Materials Report																																
44	3.240	Prepare Structural Draft Plans, Specifications, and Estimates																																
45	3.240.60	Hydraulics Report	28.0																															
46	3.240.65	Preliminary Foundation Report	28.0							78.0	310.0	770.0	792.0									86.0	32.0				2,000.0							
47	3.240.70	Subsurface Exploration and Other Field Studies	28.0							18.0	40.0	276.0	312.0																					
48	3.240.75	Draft Structural Plans	28.0																															
49	3.240.75	Retaining Walls - Special Design	24.0																															
50	3.240.80	Foundation Report	28.0							226.0	900.0	2,104.0	4,150.0	120.0	978.0	2,136.0	2,580.0					116.0	66.0				7,000.0							
51	3.255	Prepare Final PS&E Package																																
52	3.255.20	Final District PS&E Package	72.0	24.0	120.0	216.0		250.0					84.0	330.0	640.0	440.0			196.0	232.0							2,000.0							
53	3.255.40	Resident Engineer File and Supplemental Materials			40.0	40.0																												
54	3.260	Contract Bid Documents Ready to List																																
55	3.260-1	Draft Contract	18.0		40.0	80.0																												
56	5.270	Construction Engineering - Technical Support																																
57	5.270	Construction Engineering - Technical Support	56.0		106.0	124.0				88.0					88.0					72.0														
58	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report																																
59	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report	18.0		60.0	60.0		140.0																										
Total Hours			1,884.0	270.0	3,582.0	8,196.0	124.0	6,912.0	322.0	1,338.0	3,150.0	5,254.0	204.0	1,396.0	2,776.0	3,020.0	214.0	550.0	544.0	768.0	282.0	98.0	60.0	214.0	340.0		41,000.0							

22-1002722 Pack

Other Direct Costs			
Other Direct Costs	RATE	NUMBER	COST
Mileage	\$ 0.59	20,000.0	\$11,700.00
Per Diem (Hotel, Meals, Incidentals)	\$ 200.00	50	\$10,000.00
Total Travel/Mileage Costs			\$21,700.00
Travel/Vehicle Rental Supplies (Geotechnical)	\$ 20,000.00	1	\$20,000.00
Survey Equipment Recovery		1	\$0.00
Title Reports (15 parcels)		1	\$0.00
Traffic Management (8 days)		1	\$0.00
Total Equipment Rental and Supplies			\$20,000.00
Reproduction			\$0.00
- Black/White 8.5x11	\$ 2,500.00	1.0	\$2,500.00
- Black/White 11x17	\$ 2,500.00	1.0	\$2,500.00
- Color 11x17			\$0.00
- Color 8.5x11			\$0.00
FedEx Box Shipment (Overnight)	\$ 1,000.00	1.0	\$1,000.00
FedEx Envelope Shipment (Overnight)	\$ 1,000.00	1.0	\$1,000.00
CADD Plots			\$0.00
- Black/White			\$0.00
- Color			\$0.00
Insurance for contract			\$0.00
Total Permit Fees, Plan Sheets, Test Holes (each, Etc.)			\$7,000.00
Total Other Direct Costs (rounded)			\$48,700.00

Cost/Price Form for Cost Plus Fixed Fee RFP
I-10 Express Lanes Contract 2 Plans, Specifications, and Estimates

Consultant Kleinfelder, IncContract No. 22-1002722Date 04/29/2022

Direct Labor Classification/Title	Key Personnel	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Technician	Michael Sargent*	0	34.49	34.49	\$34.49	\$0.00
Staff Professional I/II	Quyen Vo*, Alex Jang*, Homar Colin*, Mason Dossey*, Roas Zheng Lu*, Stefan Birardi*	125	26.45	35.58	\$31.02	\$3,877.50
Project Professional	Lindsey Dandridge-Perry*, Thomas Leung*, Chris Noland*, Janet Patay*, Miriam Stein*, Jason Williams*, Rich Stevenson*, Jeremiah Stock, Wesley Willow*	1,065	37.35	60.00	\$48.68	\$51,844.20
Principal Professional	John Donatucci, Sam Bailey, Jeff Rex, Liz Simmons	231	63.59	84.16	\$73.88	\$17,066.28
Senior Principal Professional	Tom Sardo, Jim Frost, Bill Golightly, Michael Foster, Mark Peabody, Jenny Meyer	426	93.75	138.66	\$116.21	\$49,505.46
Project Manager	Travis Meier*, Erick Monzon*, Jake Lippman*	0	48.08	56.49	\$52.29	\$0.00
Senior Project Manager	Mark Pate	57	79.00	79.00	\$79.00	\$4,503.00
Designer/Drafter	Dean Fahrney, Rachel Alvarez	331	35.61	38.67	\$37.14	\$12,293.34
Senior Project Controls Professional	Shari Ramos, Joyce Hua	120	31.50	42.07	\$36.79	\$4,414.80
Administrator	Patty Wissell	171	41.60	41.60	\$41.60	\$7,113.60
Project Administrator	Miki Muramoto	104	34.00	34.00	\$34.00	\$3,536.00
Senior Structural Engineer	Sami Megally, Keith Gazaway	360	84.00	100.00	\$92.00	\$33,120.00
PW - Field	Field Soils and Material Tester	0	70.00	80.00	\$75.00	\$0.00

2,990

Labor Costs

a) Subtotal Direct Labor Costs	\$ 187,274.18
b) Anticipated Salary Increases (see page 2 for sample)	\$ 6,863.53
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 194,137.71

Fringe Benefits

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

f) Overhead (Rate <u>154.970%</u> %)	g) Overhead [(c)x (f)]	\$ 300,855.21
h) General and Administrative (Rate <u>0.000%</u> %)	i) Gen & Admin [(c) x (h)]	\$ -
j) Total Indirect Costs [(g)+(i)]		\$ 300,855.21

Fixed Fee (Profit)

n) (Rate <u>8.50%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$ 42,074.40
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Total Loaded Labor Costs537,067.32**Other Direct Costs (ODC)**

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$ 4,040.00
m) Equipment Rental and Supplies (itemize)	\$ 1,500.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.)	\$ 10,000.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	\$

p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$ 15,540.00
Total cost [(c) + (e) + (j) + (k) + (p)]	\$ 552,607.32

Notes:

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

Consultant Kleinfelder, Inc Contract No. 22-1002722 Date 04/29/2022

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 187,274.18 /	2990	= \$ 62.63	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

	Average hourly rate	Proposed Escalation			
Year 1	\$ 62.63 +	4%	=	\$ 65.14	Year 2 Avg Hourly Rate
Year 2	\$ 65.14 +	4%	=	\$ 67.75	Year 3 Avg Hourly Rate
Year 3	\$ 67.75 +	4%	=	\$ 70.46	Year 4 Avg Hourly Rate
Year 4	\$ 70.46 +	4%	=	\$ 73.28	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

	Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1	40.0% *	2990	= 1196.0	Estimated Hours Year 1
Year 2	40.0% *	2990	= 1196.0	Estimated Hours Year 2
Year 3	10.0% *	2990	= 299.0	Estimated Hours Year 3
Year 4	10.0% *	2990	= 299.0	Estimated Hours Year 4
Year 5	0.0% *	2990	= 0.0	Estimated Hours Year 5
Total	100.0%	Total	= 2990	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1	\$ 62.63 *	1196.0	= \$ 74,905.48	Estimated Hours Year 1
Year 2	\$ 65.14 *	1196.0	= \$ 77,907.44	Estimated Hours Year 2
Year 3	\$ 67.75 *	299.0	= \$ 20,257.25	Estimated Hours Year 3
Year 4	\$ 70.46 *	299.0	= \$ 21,067.54	Estimated Hours Year 4
Year 5	\$ 73.28 *	0.0	= \$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =			\$ 194,137.71	
Direct Labor Subtotal before Escalation =			\$ 187,274.18	
Estimated Total of Direct Labor Salary Increase =			\$ 6,863.53	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only.
- Estimated yearly percent completed from resource loaded schedule

Contract: 22-1002722

Date: 04/29/2022

Detail Sheet																
Task Description			Consultant													
I-10 Express Lanes Contract 2 PS&E			Kleinfelder, Inc													
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	AI
Row	WBS Number	Drawing or Item of Work - Titles	Technician	Staff Professional III	Project Professional	Principal Professional	Senior Principal Professional	Project Manager	Senior Project Manager	Designer/Drafter	Senior Project Controls Professional	Administrator	Project Administrator	Senior Structural Engineer	PW - Field	Total Hours
42	3.235.10	Detailed Site Investigation for Hazardous Waste		48.0	173.0	48.0	67.0		10.0	24.0	19.0	24.0	2.0			415.0
43	3.325.10.05	Right of Permit for Hazardous Site Investigations			62.0		19.0		5.0	10.0	10.0	10.0	2.0			118.0
44	3.325.10.10	Detailed Hazardous Waste Site Investigation			504.0		206.0		10.0	230.0	53.0	96.0	48.0			1,147.0
45	3.325.15	Hazardous Waste Management Plan			216.0	96.0	86.0		10.0	24.0	19.0	10.0	48.0			509.0
46	3.325.20	Hazardous Waste PS&E		29.0	110.0	29.0	38.0		10.0	19.0	14.0	19.0	2.0			270.0
47	3.325.25	Hazardous Waste Clean-Up		48.0		58.0	10.0		10.0	24.0	5.0	10.0	2.0			167.0
48	3.230.99	Other Draft PS&E Products							2.0			2.0		360.0		364.0
Total Hours			0.0	125.0	1,065.0	231.0	426.0	0.0	57.0	331.0	120.0	171.0	104.0	360.0	0.0	2,990.0

Contract: 22-1002722			Date: 04/29/2022			Detail Sheet																												
Task Description			Consultant																															
I-10 Express Lanes Contract 2 PS&E			Kleinfelder, Inc																															
A	B	C	D	D1	E	E1	F	F1	G	G1	H	H1	I	I1	J	J1	K	K1	L	L1	M	M1	N	N1	O	O1	P	P1	AI1	AJ	AK	AL	AM	
Row	WBS Number	Drawing or Item of Work - Titles	Technician	\$	34.49	Staff Professional (III)	Staff Professional (III)	Project Professional	Project Professional	Principal Professional	Principal Professional	Senior Principal Professional	Senior Principal Professional	Project Manager	Project Manager	Senior Project Manager	Senior Project Manager	Designer/Drafter	Designer/Drafter	Senior Project Controls Professional	Senior Project Controls Professional	Administrator	Administrator	Project Administrator	Project Administrator	Senior Structural Engineer	Senior Structural Engineer	PW - Field	PW - Field					
42	3.235.10	Detailed Site Investigation for Hazardous Waste	0.0	\$ -	48.0	\$ 1,488.96	173.0	\$ 8,421.64	48.0	\$ 3,546.24	67.0	\$ 7,786.07	0.0	\$ -	10.0	\$ 790.00	24.0	\$ 891.36	19.0	\$ 699.01	24.0	\$ 998.40	2.0	\$ 68.00	0.0	\$ -	0.0	\$ -	\$ 24,689.68	\$ 38,261.60	\$ 5,350.86	\$ 68,302.14	\$ 70,805.00	
43	3.325.10.05	Right of Permit for Hazardous Site Investigations	0.0	\$ -	0.0	\$ -	62.0	\$ 3,018.16	0.0	\$ -	19.0	\$ 2,207.99	0.0	\$ -	5.0	\$ 395.00	10.0	\$ 371.40	10.0	\$ 367.90	10.0	\$ 416.00	2.0	\$ 68.00	0.0	\$ -	0.0	\$ -	\$ 6,844.45	\$ 10,606.84	\$ 1,483.36	\$ 18,934.65	\$ 19,628.00	
44	3.325.10.10	Detailed Hazardous Waste Site Investigation	0.0	\$ -	0.0	\$ -	504.0	\$ 24,534.72	0.0	\$ -	206.0	\$ 23,939.26	0.0	\$ -	10.0	\$ 790.00	230.0	\$ 8,542.20	53.0	\$ 1,949.87	96.0	\$ 3,993.60	48.0	\$ 1,632.00	0.0	\$ -	0.0	\$ -	\$ 65,381.65	\$ 101,321.94	\$ 14,169.81	\$ 180,873.40	\$ 187,502.00	
45	3.325.15	Hazardous Waste Management Plan	0.0	\$ -	0.0	\$ -	216.0	\$ 10,514.88	96.0	\$ 7,092.48	86.0	\$ 9,994.06	0.0	\$ -	10.0	\$ 790.00	24.0	\$ 891.36	19.0	\$ 699.01	10.0	\$ 416.00	48.0	\$ 1,632.00	0.0	\$ -	0.0	\$ -	\$ 32,029.79	\$ 49,636.57	\$ 6,941.64	\$ 88,608.00	\$ 91,855.00	
46	3.325.20	Hazardous Waste PS&E	0.0	\$ -	29.0	\$ 899.58	110.0	\$ 5,354.80	29.0	\$ 2,142.52	38.0	\$ 4,415.98	0.0	\$ -	10.0	\$ 790.00	19.0	\$ 705.66	14.0	\$ 515.06	19.0	\$ 790.40	2.0	\$ 68.00	0.0	\$ -	0.0	\$ -	\$ 15,682.00	\$ 24,302.40	\$ 3,398.67	\$ 43,383.07	\$ 44,973.00	
47	3.325.25	Hazardous Waste Clean-Up	0.0	\$ -	48.0	\$ 1,488.96	0.0	\$ -	58.0	\$ 4,285.04	10.0	\$ 1,162.10	0.0	\$ -	10.0	\$ 790.00	24.0	\$ 891.36	5.0	\$ 183.95	10.0	\$ 416.00	2.0	\$ 68.00	0.0	\$ -	0.0	\$ -	\$ 9,285.41	\$ 14,389.60	\$ 2,012.38	\$ 25,687.39	\$ 26,628.00	
48	3.230.99	Other Draft PS&E Products	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	2.0	\$ 158.00	0.0	\$ -	0.0	\$ -	2.0	\$ 83.20	0.0	\$ -	360.0	\$ 33,120.00	0.0	\$ -	\$ 33,361.20	\$ 51,699.85	\$ 7,230.19	\$ 92,291.24	\$ 95,673.00	
			0.0	\$ -	125.0	\$ 3,877.50	1,065.0	\$ 51,844.20	231.0	\$ 17,066.28	426.0	\$ 49,505.46	0.0	\$ -	57.0	\$ 4,503.00	331.0	\$ 12,293.34	120.0	\$ 4,414.80	171.0	\$ 7,113.60	104.0	\$ 3,536.00	360.0	\$ 33,120.00	0.0	\$ -						
Total Hours																													\$ 187,274.18	\$ 290,218.80	\$ 40,586.90	\$ 518,079.88	\$ 537,067.00	

Other Direct Costs			
Other Direct Costs	RATE	NUMBER	COST
Mileage	\$ 0.80	4,800.0	\$3,840.00
Parking	\$ 20.00	10.0	\$200.00
Total Travel/Mileage Costs			\$4,040.00
Drilling	\$ -	1.0	\$0.00
Surveyor	\$ -	1.0	\$0.00
Geophysical-Utility Locator	\$ -	1.0	\$0.00
Equipment Rental (XRF, PID, GPS, Hand Auger)	\$ -	1.0	\$0.00
Soil Disposal (no-RCRA)	\$ -	1.0	\$0.00
WBS 3.325.10.10 - PPE	\$ 25.00	60.0	\$1,500.00
Disposable Field Supplies (Drums, Bottle Ware, Ice, etc.)	\$ -	1.0	\$0.00
Analytical Laboratory	\$ -	1.0	\$0.00
Total Equipment Rental and Supplies			\$1,500.00
Reproduction			\$0.00
- Black/White 8.5x11			\$0.00
- Black/White 11x17			\$0.00
- Color 11x17			\$0.00
- Color 8.5x11			\$0.00
FedEx Box Shipment (Overnight)			\$0.00
FedEx Envelope Shipment (Overnight)			\$0.00
CADD Plots			\$0.00
- Black/White			\$0.00
- Color			\$0.00
Insurance for contract			\$0.00
WBS 3.325.10.10 - EDR Report (ISA Data Search)	\$ 10,000.00	1.0	\$10,000.00
Total Permit Fees, Plan Sheets, Test Holes (each, Etc.)			\$10,000.00
Total Other Direct Costs (rounded)			\$15,540.00

Cost/Price Form for Cost Plus Fixed Fee RFP
I-10 Express Lanes Contract 2 Plans, Specifications, and Estimates

Consultant Moffatt & NicholContract No. 22-1002722Date 04/29/2022

Direct Labor Classification/Title	Key Personnel	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Structural Lead	Alaedin Moubayed	2,226	121.51	121.51	\$121.51	\$270,481.26
Structural QA/QC	Varies	640	84.56	101.12	\$92.84	\$59,417.60
Senior Structural Engineer	Varies	2,604	81.00	92.92	\$86.96	\$226,478.62
Project Structural Engineer	Varies	6,632	68.83	76.01	\$72.42	\$480,303.92
Assistant Structural Engineer	Varies	8,607	44.55	59.05	\$51.80	\$445,842.60
Structural CAD	Varies	10,980	28.08	72.31	\$50.19	\$551,086.20
Rail Lead	Sam Mansour	497	131.55	131.55	\$131.55	\$65,354.04
Senior Rail Engineer	Varies	694	72.94	72.94	\$72.94	\$50,649.54
Rail CAD	Varies	394	38.19	49.27	\$43.73	\$17,212.13
Hydraulics Lead	Weixia Jin	286	105.84	105.84	\$105.84	\$30,312.58
Hydraulics Engineer/Scientist III	Varies	458	65.45	70.09	\$67.77	\$31,011.55
Hydraulics Engineer/Scientist I	Bryce Corlet	517	51.61	51.61	\$51.61	\$26,672.05
Drainage QA/QC	Goska Nichol	98	118.80	118.80	\$118.80	\$11,594.88
Drainage Lead	Jeremy Patapoff	1,965	79.70	79.70	\$79.70	\$156,594.56
Drainage Engineer V	Jared Benard	483	72.69	72.69	\$72.69	\$35,123.81
Drainage Engineer II	Varies	6,221	44.28	48.60	\$46.44	\$288,893.95
Project Controls	Veronica Chocholek	130	52.28	52.28	\$52.28	\$6,796.40

Labor Costs

a) Subtotal Direct Labor Costs	\$ 2,753,825.69
b) Anticipated Salary Increases (see page 2 for sample)	\$ 117,524.25
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 2,871,349.94

Fringe Benefits

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

f) Overhead (Rate <u>160.000%</u> %)	g) Overhead [(c)x (f)]	\$ 4,594,159.90
h) General and Administrative (Rate <u> </u> %)	i) Gen & Admin [(c) x (h)]	\$ -
j) Total Indirect Costs [(g)+(i)]		\$ 4,594,159.90

Fixed Fee (Profit)

n) (Rate <u>8.50%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$ 634,568.34
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Total Loaded Labor Costs8,100,078.18**Other Direct Costs (ODC)**

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$ 28,336.00
m) Equipment Rental and Supplies (itemize)	\$ 0.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.)	\$ 40,701.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	\$

p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$ 69,037.00
Total cost [(c) + (e) + (j) + (k) + (p)]	\$ 8,169,115.18

Notes:

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

Consultant Moffatt & Nichol Contract No. 22-1002722

Date 04/29/2022

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 2,753,825.69 /	43431.6 =	\$ 63.41	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

	Average hourly rate			Proposed Escalation				
Year 1	\$	63.41	+	4%	=	\$	65.95	Year 2 Avg Hourly Rate
Year 2	\$	65.95	+	4%	=	\$	68.59	Year 3 Avg Hourly Rate
Year 3	\$	68.59	+	4%	=	\$	71.33	Year 4 Avg Hourly Rate
Year 4	\$	71.33	+	4%	=	\$	74.18	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

	Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1	30.0%	43431.6	13029.5	Estimated Hours Year 1
Year 2	35.0%	43431.6	15201.1	Estimated Hours Year 2
Year 3	35.0%	43431.6	15201.1	Estimated Hours Year 3
Year 4		43431.6	0.0	Estimated Hours Year 4
Year 5		43431.6	0.0	Estimated Hours Year 5
Total	100.0%	Total	43431.6	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1	\$ 63.41	13029.5	\$ 826,199.33	Estimated Hours Year 1
Year 2	\$ 65.95	15201.1	\$ 1,002,509.91	Estimated Hours Year 2
Year 3	\$ 68.59	15201.1	\$ 1,042,640.71	Estimated Hours Year 3
Year 4	\$ 71.33	0.0	\$ -	Estimated Hours Year 4
Year 5	\$ 74.18	0.0	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =			\$ 2,871,349.94	
Direct Labor Subtotal before Escalation =			\$ 2,753,825.69	
Estimated Total of Direct Labor Salary Increase =			\$ 117,524.25	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only.
- Estimated yearly percent completed from resource loaded schedule

Contract: 22-1002722

Date: 04/29/2022

Detail Sheet

Task Description			Consultant																		Total Hours
I-10 Express Lanes Contract 2 PS&E			Moffatt & Nichol																		
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	AI	
Row	WBS Number	Drawing or Item of Work - Titles	Structural Lead	Structural QA/QC	Senior Structural Engineer	Project Structural Engineer	Assistant Structural Engineer	Structural CAD	Rail Lead	Senior Rail Engineer	Rail CAD	Hydraulics Lead	Hydraulics Engineer/Scientist III	Hydraulics Engineer/Scientist I	Drainage QA/QC	Drainage Lead	Drainage Engineer V	Drainage Engineer II	Project Controls	Total Hours	
1	3.100.15	Project Management																		1.7	
2	3.100.15	Project Management	624.0		468.0	234.0			144.0	172.8		64.0	48.0			28.8					
3	3.100.15-1	Coordination and Meetings	108.0		0.0	0.0			12.0	24.0										1	
4	3.100.15-2	Administration																	72.0		
5	3.180	Prepare Environmental Revalidation and Supplemental Project Report																			
6	3.180	Prepare Environmental Revalidation and Supplemental Project Report							3.2	4.8											
7	3.185	Prepare Base Maps and Plan Sheets																			
8	3.185.05	Updated Project Information																			
9	3.185.10	Engineering and Photogrammetric Surveys																			
10	3.205	Permits & Agreements																			
11	3.205.05	Determine Required Permits							19.2	25.6	16.0										
12	3.205.05A	Data Collection & As-built Review	56.0			80.0														1	
13	3.205.10	Obtain Permits																			
14	3.205.15	Construction and Maintenance Agreements							115.2	153.6	76.8									3	
15	3.205.15	CPUC GO 88-B authorization requests							57.6	57.6	57.6									1	
16	3.205.15	CPUC Field Diagnostic Mtgs							19.2	16.0	16.0										
17	3.205.15	Design submittals [Concept (type selection); 30%; 60%; Final] to UPRR							25.6	38.4	0.0										
18	3.205.15	Obtain Right of Entry Permits for Geotech Investigations							6.4	12.8	38.4										
19	3.205.15	Obtain Right of Entry Permits for Surveying: I-15 to Pepper Ave.							3.2	6.4	6.4										
20	3.205.15	Coordination with impacted Utilities							72.0	144.0	144.0									3	
21	3.205.15	Coordination with A.C.T. regarding design schedule and construction schedule							19.2	38.4	38.4										
22	3.220	Perform Right-Of-Way Engineering																			
23	3.220.05	Existing Land Net																			
24	3.220.10	Preparation of Land Net Map																			
25	3.220.15	Right-Of-Way Maps																			
26	3.220.20	Right-Of-Way Acquisition Documents																			
27	3.230	Prepare Highway Draft Plans, Specifications, and Estimates																			
28	3.230.05	Draft Highway Plans													38.4	1,056.0	249.6	3,416.0	40.0	4.8	
29	3.230.20	Transportation Management Plan (TMP)																			
30	3.230.35	Draft Highway Specifications																			
31	3.230.40	Draft Highway Quantities and Estimates															12.8	99.2		1	
32	3.230.60	Updated Storm Water Data Report																			
33	3.230.70	Updated Hydraulics Report										48.0	72.0	108.8	19.2	636.8	32.0	1,161.6	8.0	2.0	
34	3.230.80	Geotechnical Design Report																			
35	3.230.80	Updated Materials Report																			
36	3.240	Prepare Structural Draft Plans, Specifications, and Estimates																			
37	3.240.60	Hydraulics Report										174.4	337.6	408.0					10.0	9	
38	3.240.65	Preliminary Foundation Report																			
39	3.240.70	Subsurface Exploration and Other Field Studies																			
40	3.240.75	Draft Structural Plans	757.3	392.0	1,397.8	3,636.9	6,784.7	5,820.8												18.7	
41	3.240.75	Type Selection Meetings & Approval	36.0		40.0	82.0	72.0	144.0												3	
	3.240.75	Type Selection Bridge (35% Plan & Preliminary Calcs including seismic) Study As-built Plans Prepare Type Selection Report Prepare Seismic Strategy Study Review Foundation Report Start Preparation of 35% Plan	258.4	155.0	496.2	695.6	1,165.6	2,616.4												5.3	
42	3.240.80	Foundation Report																			
44	3.255	Prepare Final PS&E Package																			
45	3.255.20	Final District PS&E Package	102.3	93.0	184.4	337.7	512.7	1,354.8							32.0	224.0	144.0	1,052.8		4.0	
46	3.255.40	Resident Engineer File and Supplemental Materials	50.0			108.0	72.0	180.0												4	
47	3.260	Contract Bid Documents Ready to List																			
48	3.260-1	Draft Contract																			
49	5.270	Construction Engineering - Technical Support																			
50	5.270	Construction Engineering - Technical Support	234.0		18.0	1,458.0		864.0							8.0	19.2	44.8	491.2		3.1	
51	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report																			
52	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report																			
		Total Hours	2,226.0	640.0	2,604.4	6,632.2	8,607.0	10,980.0	496.8	694.4	393.6	286.4	457.6	516.8	97.6	1,964.8	483.2	6,220.8	130.0	43.4	

34

Other Direct Costs			
Other Direct Costs	RATE	NUMBER	COST
Mileage	\$ 0.59	41,600.0	\$24,336.00
Airfare	\$ 400.00	10.0	\$4,000.00
Total Travel/Mileage Costs			\$28,336.00
Total Equipment Rental and Supplies			\$0.00
Reproduction			\$0.00
- Black/White 8.5x11	\$ 0.10	217,500.0	\$21,750.00
- Black/White 11x17	\$ 0.30	15,080.0	\$4,524.00
- Color 11x17			\$0.00
- Color 8.5x11			\$0.00
FedEx Box Shipment (Overnight)	\$ 25.00	120.0	\$3,000.00
Postage	\$ 4.05	240.0	\$972.00
Special Delivery	\$ 40.00	120.0	\$4,800.00
CADD Plots			\$0.00
- Velums	\$ 2.50	2,262.0	\$5,655.00
Insurance for contract			\$0.00
Total Permit Fees, Plan Sheets, Test Holes (each, Etc.)			\$40,701.00
Total Other Direct Costs (rounded)			\$69,037.00

Cost/Price Form for Cost Plus Fixed Fee RFP
I-10 Express Lanes Contract 2 Plans, Specifications, and Estimates

Consultant Morrow ManagementContract No. 22-1002722Date 04/29/2022

Direct Labor Classification/Title	Key Personnel	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Principal	Scott Morrow	55	225.00	225.00	\$225.00	\$12,375.00
Project Manager	David Wolff	265	175.00	175.00	\$175.00	\$46,375.00
Designer	Jessica Wilson	80	150.00	150.00	\$150.00	\$12,000.00
Project Coordinator	James Storie	185	125.00	125.00	\$125.00	\$23,125.00
Drafter	Erik Castro	120	85.00	85.00	\$85.00	\$10,200.00

705

Labor Costs

a) Subtotal Direct Labor Costs	\$	\$104,075.00
b) Anticipated Salary Increases (see page 2 for sample)	\$	6,407.31
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$	110,482.31

Fringe Benefits

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

f) Overhead (Rate <u>5.000%</u> %)	g) Overhead [(c)x (f)]	\$	5,524.12
h) General and Administrative (Rate <u>5.000%</u> %)	i) Gen & Admin [(c) x (h)]	\$	5,524.12
j) Total Indirect Costs [(g)+(i)]		\$	11,048.24

Fixed Fee (Profit)

n) (Rate <u>8.50%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$	10,330.10
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Total Loaded Labor Costs131,860.65**Other Direct Costs (ODC)**

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$	\$1,502.50
m) Equipment Rental and Supplies (itemize)	\$	\$0.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.)	\$	\$3,435.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	\$	
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$	4,937.50
Total cost [(c) + (e) + (j) + (k) + (p)]	\$	136,798.15

Notes:

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

Consultant Morrow Management Contract No. 22-1002722 Date 04/29/2022

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 104,075.00 /	705 =	\$ 147.62	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

	Average hourly rate	Proposed Escalation			
Year 1	\$ 147.62 +	4%	=	\$ 153.52	Year 2 Avg Hourly Rate
Year 2	\$ 153.52 +	4%	=	\$ 159.66	Year 3 Avg Hourly Rate
Year 3	\$ 159.66 +	4%	=	\$ 166.05	Year 4 Avg Hourly Rate
Year 4	\$ 166.05 +	4%	=	\$ 172.69	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

	Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1	25.0% *	705 =	176.3	Estimated Hours Year 1
Year 2	25.0% *	705 =	176.3	Estimated Hours Year 2
Year 3	25.0% *	705 =	176.3	Estimated Hours Year 3
Year 4	25.0% *	705 =	176.3	Estimated Hours Year 4
Year 5	0.0% *	705 =	0.0	Estimated Hours Year 5
Total	100.0%	Total =	705	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1	\$ 147.62 *	176.3 =	\$ 26,018.03	Estimated Hours Year 1
Year 2	\$ 153.52 *	176.3 =	\$ 27,057.90	Estimated Hours Year 2
Year 3	\$ 159.66 *	176.3 =	\$ 28,140.08	Estimated Hours Year 3
Year 4	\$ 166.05 *	176.3 =	\$ 29,266.31	Estimated Hours Year 4
Year 5	\$ 172.69 *	0.0 =	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =			\$ 110,482.31	
Direct Labor Subtotal before Escalation =			\$ 104,075.00	
Estimated Total of Direct Labor Salary Increase =			\$ 6,407.31	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only.
- Estimated yearly percent completed from resource loaded schedule

Contract: 22-1002722

Date: 04/29/2022

Detail Sheet								
Task Description			Consultant					Total Hour
I-10 Express Lanes Contract 2 PS&E			Morrow Management					
A	B	C	D	E	F	G	H	
Row	WBS Number	Drawing or Item of Work - Titles	Principal	Project Manager	Designer	Project Coordinator	Drafter	
1	3.100.15	Project Management						
2	3.100.15	Project Management						
3	3.100.15-1	Coordination and Meetings						
4	3.100.15-2	Administration						
5	3.180	Prepare Environmental Revalidation and Supplemental Project Report						
6	3.180	Prepare Environmental Revalidation and Supplemental Project Report						
7	3.185	Prepare Base Maps and Plan Sheets (35% PS&E)						
8	3.185.05	Updated Project Information						
9	3.185.10	Engineering and Photogrammetric Surveys						
10	3.185.25.30	Prepare Base Maps and Plan Sheets for PS&E Development	5.0	5.0	40.0	5.0	40.0	95.0
11	3.200	Utility Relocation Package						
12	3.200.20	Utility Relocation Package	20.0	120.0	0.0	60.0	40.0	240.0
13	3.205	Permits & Agreements						
14	3.205.05	Determine Required Permits	5.0	10.0	0.0	10.0		25.0
15	3.205.10	Obtain Permits	5.0	10.0	0.0	10.0		25.0
16	3.220	Perform Right-Of-Way Engineering						
17	3.220.05	Existing Land Net						
18	3.220.10	Preparation of Land Net Map						
19	3.220.15	Right-Of-Way Maps						
20	3.220.20	Right-Of-Way Acquisition Documents						
21	3.220.25.95	Perform Right-Of-Way Engineering: Other deeds and documents	10.0	60.0	0.0	40.0	0.0	110.0
22	3.230	Prepare Highway Draft Plans, Specifications, and Estimates (65% and 95% PS&E)						
23	3.230.05	Draft Highway Plans (Utility Relocation Coordination	5.0	40.0	20.0	40.0	20.0	125.0
20	3.230.20	Transportation Management Plan (TMP						
21	3.230.25.99	Other Draft Utility Plan Products	5.0	20.0	20.0	20.0	20.0	85.0
22	3.230.35	Draft Highway Specifications						
23	3.230.40	Draft Highway Quantities and Estimates						
24	3.230.60	Updated Storm Water Data Report						
25	3.230.70	Updated Hydraulics Report						
26	3.230.80	Geotechnical Design Report						
27	3.230.80	Updated Materials Report						
28	3.240	Prepare Structural Draft Plans, Specifications, and Estimates						
29	3.240.60	Hydraulics Report						
30	3.240.65	Preliminary Foundation Report						
31	3.240.70	Subsurface Exploration and Other Field Studies						
32	3.240.75	Draft Structural Plans						
33	3.240.80	Foundation Report						
34	3.255	Prepare Final PS&E Package						
35	3.255.20	Final District PS&E Package						
36	3.255.40	Resident Engineer File and Supplemental Materials						
37	3.260	Contract Bid Documents Ready to List						
38	3.260-1	Draft Contract						
39	5.270	Construction Engineering - Technical Support						
40	5.270	Construction Engineering - Technical Support						
41	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report						
42	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report						
Total Hours			55.0	265.0	80.0	185.0	120.0	705.0

Attachment: 22-1002722 Exhibit B (8717 : Interstate 10 Corridor Freight and Express Lane Project - PS&E Designs Services Contract 2 Award)

Contract: 22-1002722			Date: 04/29/2022																	
Task Description			Consultant																	
I-10 Express Lanes Contract 2 PS&E			Morrow Management																	
A	B	C	D	\$ D1 225.00	E	\$ E1 175.00	F	\$ F1 150.00	G	\$ G1 125.00	H	\$ H1 85.00	AI	AI1	AJ 10.00%	AK 8.50%	AL	AM		
Row	WBS Number	Drawing or Item of Work - Titles	Principal	Principal	Project Manager	Project Manager	Designer	Designer	Project Coordinator	Project Coordinator	Drafter	Drafter	Hours Total	Direct Labor Total	Overhead Cost	Fee	Total Labor Costs	Escalated Total Labor Cost		
1	3.100.15	Project Management	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
2	3.100.15	Project Management	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
3	3.100.15-1	Coordination and Meetings	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
4	3.100.15-2	Administration	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
5	3.180	Prepare Environmental Revalidation and Supplemental Project Report	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
6	3.180	Prepare Environmental Revalidation and Supplemental Project Report	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
7	3.185	Prepare Base Maps and Plan Sheets	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
8	3.185.05	Updated Project Information	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
9	3.185.10	Engineering and Photogrammetric Surveys	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
10	3.185.25.30	Prepare Base Maps and Plan Sheets for PS&E Development	5.0	\$ 1,125.00	5.0	\$ 875.00	40.0	\$ 6,000.00	5.0	\$ 625.00	40.0	\$ 3,400.00	95.0	\$ 12,025.00	\$ 1,202.50	\$ 1,124.34	\$ 14,351.84	\$ 15,235.40		
11	3.200	Utility Relocation Package	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
12	3.200.20	Utility Relocation Package	20.0	\$ 4,500.00	120.0	\$ 21,000.00	0.0	\$ -	60.0	\$ 7,500.00	40.0	\$ 3,400.00	240.0	\$ 36,400.00	\$ 3,640.00	\$ 3,403.40	\$ 43,443.40	\$ 46,117.97		
13	3.205	Permits & Agreements	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
14	3.205.05	Determine Required Permits	5.0	\$ 1,125.00	10.0	\$ 1,750.00	0.0	\$ -	10.0	\$ 1,250.00	0.0	\$ -	25.0	\$ 4,125.00	\$ 412.50	\$ 385.69	\$ 4,923.19	\$ 5,226.28		
15	3.205.10	Obtain Permits	5.0	\$ 1,125.00	10.0	\$ 1,750.00	0.0	\$ -	10.0	\$ 1,250.00	0.0	\$ -	25.0	\$ 4,125.00	\$ 412.50	\$ 385.69	\$ 4,923.19	\$ 5,226.28		
16	3.220	Perform Right-Of-Way Engineering	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
17	3.220.05	Existing Land Net	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
18	3.220.10	Preparation of Land Net Map	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
19	3.220.15	Right-Of-Way Maps	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
20	3.220.20	Right-Of-Way Acquisition Documents	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
21	3.220.25.95	Perform Right-Of-Way Engineering: Other deeds and documents	10.0	\$ 2,250.00	60.0	\$ 10,500.00	0.0	\$ -	40.0	\$ 5,000.00	0.0	\$ -	110.0	\$ 17,750.00	\$ 1,775.00	\$ 1,659.63	\$ 21,184.63	\$ 22,488.85		
22	3.230	Prepare Highway Draft Plans, Specifications, and Estimates	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
23	3.230.05	Draft Highway Plans (Utility Relocation Coordination)	5.0	\$ 1,125.00	40.0	\$ 7,000.00	20.0	\$ 3,000.00	40.0	\$ 5,000.00	20.0	\$ 1,700.00	125.0	\$ 17,825.00	\$ 1,782.50	\$ 1,666.64	\$ 21,274.14	\$ 22,583.87		
20	3.230.20	Transportation Management Plan (TMP)	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
21	3.230.25.99	Other Draft Utiltiy Plan Products	5.0	\$ 1,125.00	20.0	\$ 3,500.00	20.0	\$ 3,000.00	20.0	\$ 2,500.00	20.0	\$ 1,700.00	85.0	\$ 11,825.00	\$ 1,182.50	\$ 1,105.64	\$ 14,113.14	\$ 14,982.01		
22	3.230.35	Draft Highway Specifications	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
23	3.230.40	Draft Highway Quantities and Estimates	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
24	3.230.60	Updated Storm Water Data Report	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
25	3.230.70	Updated Hydraulics Report	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
26	3.230.80	Geotechnical Design Report	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
27	3.230.80	Updated Materials Report	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
28	3.240	Prepare Structural Draft Plans, Specifications, and Estimates	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
29	3.240.60	Hydraulics Report	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
30	3.240.65	Preliminary Foundation Report	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
31	3.240.70	Subsurface Exploration and Other Field Studies	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
32	3.240.75	Draft Structural Plans	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
33	3.240.80	Foundation Report	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
34	3.255	Prepare Final PS&E Package	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
35	3.255.20	Final District PS&E Package	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
36	3.255.40	Resident Engineer File and Supplemental Materials	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
37	3.260	Contract Bid Documents Ready to List	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
38	3.260-1	Draft Contract	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
39	5.270	Construction Engineering - Technical Support	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
40	5.270	Construction Engineering - Technical Support	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
41	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
42	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
Total Hours			55.0	\$ 12,375.00	265.0	\$ 46,375.00	80.0	\$ 12,000.00	185.0	\$ 23,125.00	120.0	\$ 10,200.00	705.0	\$ 104,075.00	\$ 10,407.50	\$ 9,731.01	\$ 124,213.51	\$ 131,860.65		

Other Direct Costs			
Other Direct Costs	RATE	NUMBER	COST
Mileage	\$ 0.59	2,500.0	\$1,462.50
Parking	\$ 2.00	20.0	\$40.00
Total Travel/Mileage Costs			\$1,502.50
Total Equipment Rental and Supplies			\$0.00
Reproduction			\$0.00
- Black/White 8.5x11	\$ 0.10	250.0	\$25.00
- Black/White 11x17	\$ 0.20	250.0	\$50.00
- Color 11x17	\$ 0.65	250.0	\$162.50
- Color 8.5x11	\$ 0.33	250.0	\$82.50
FedEx Box Shipment (Overnight)	\$ 35.00	18.0	\$630.00
FedEx Envelope Shipment (Overnight)	\$ 20.00	18.0	\$360.00
CADD Plots			\$0.00
- Black/White	\$ 5.50	300.0	\$1,650.00
- Color	\$ 9.50	50.0	\$475.00
Insurance for contract			\$0.00
Total Permit Fees, Plan Sheets, Test Holes (each, Etc.)			\$3,435.00
Total Other Direct Costs (rounded)			\$4,937.50

Cost/Price Form for Cost Plus Fixed Fee RFP
I-10 Express Lanes Contract 2 Plans, Specifications, and Estimates

Consultant PSOMASContract No. 22-1002722Date 04/29/2022

Direct Labor Classification/Title	Key Personnel	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Calif. L.S. Party Chief*		440	58.01	58.01	\$58.01	\$25,524.40
Certified Party Chief*	Greg Valdez, Robert Gould	1,288	57.31	57.31	\$57.31	\$73,815.28
Party Chief*	Jonathan Johnson	440	55.26	55.26	\$55.26	\$24,314.40
Instrument Man*		640	51.86	51.86	\$51.86	\$33,190.40
Chainman*		1,448	51.28	51.28	\$51.28	\$74,253.44
Technical Manager		98	93.84	98.00	\$95.92	\$9,400.16
Sr. Project Manager	Peter Fitzpatrick	1,476	82.39	85.71	\$84.05	\$124,057.80
Project Manager	Sean Smith, Will Estepa	200	72.83	74.20	\$73.52	\$14,704.00
Sr. Project Surveyor III		1,104	61.00	67.27	\$64.14	\$70,810.56
Sr. Project Surveyor II		2,184	57.00	57.29	\$57.15	\$124,815.60
Sr. Project Surveyor I		2,412	52.00	52.50	\$52.25	\$126,027.00
Photo Compiler II		64	39.00	39.00	\$39.00	\$2,496.00
Photo Compiler I		64	29.00	31.00	\$30.00	\$1,920.00
Project Surveyor III		560	49.17	50.00	\$49.59	\$27,770.40
Project Surveyor II		324	44.92	47.51	\$46.22	\$14,975.28
Project Surveyor I		524	41.00	41.00	\$41.00	\$21,484.00
Staff Surveyor III		1,860	37.13	38.56	\$37.85	\$70,401.00
Staff Surveyor II		2,598	34.50	35.00	\$34.75	\$90,280.50
Staff Surveyor I		2,508	30.00	31.20	\$30.60	\$76,744.80
Project Administrator		356	32.70	32.70	\$32.70	\$11,641.20

20,588

Labor Costs

a) Subtotal Direct Labor Costs	\$	\$1,018,626.22
b) Anticipated Salary Increases (see page 2 for sample)	\$	52,892.71
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$	1,071,518.93

Fringe Benefits

d) Fringe Benefits (Rate <u>66.400%</u> %)	e) Total Fringe Benefits [(c)x(d)]	\$	711,488.57
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Indirect Costs

f) Overhead (Rate <u>99.270%</u> %)	g) Overhead [(c)x (f)]	\$	1,063,696.84
h) General and Administrative (Rate <u>0.000%</u> %)	i) Gen & Admin [(c) x (h)]	\$	-
j) Total Indirect Costs [(g)+(i)]		\$	1,063,696.84

Fixed Fee (Profit)

n) (Rate <u>8.50%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$	241,969.87
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Total Loaded Labor Costs3,088,674.21**Other Direct Costs (ODC)**

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$	\$585.00
m) Equipment Rental and Supplies (itemize)	\$	\$38,674.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.)	\$	\$28,210.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	\$	
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$	67,469.00
Total cost [(c) + (e) + (j) + (k) + (p)]	\$	3,156,143.21

Notes:

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

Consultant PSOMAS Contract No. 22-1002722 Date 04/29/2022

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal		Total Hours cost Proposal		Avg Hourly Rate	5year Contract Duration
\$ 1,018,626.22	/	20588	=	\$ 49.48	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

	Average hourly rate		Proposed Escalation			
Year 1	\$ 49.48	+	4%	=	\$ 51.46	Year 2 Avg Hourly Rate
Year 2	\$ 51.46	+	4%	=	\$ 53.52	Year 3 Avg Hourly Rate
Year 3	\$ 53.52	+	4%	=	\$ 55.66	Year 4 Avg Hourly Rate
Year 4	\$ 55.66	+	4%	=	\$ 57.89	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

	Estimated % Completed Each year		Total Hours Per Cost Proposal		Total Hours per Year	
Year 1	24.0%	*	20588	=	4941.1	Estimated Hours Year 1
Year 2	38.0%	*	20588	=	7823.4	Estimated Hours Year 2
Year 3	25.0%	*	20588	=	5147.0	Estimated Hours Year 3
Year 4	13.0%	*	20588	=	2676.4	Estimated Hours Year 4
Year 5	0.0%	*	20588	=	0.0	Estimated Hours Year 5
Total	100.0%		Total	=	20588	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated above)		Cost Per Year	
Year 1	\$ 49.48	*	4941.1	=	\$ 244,486.62	Estimated Hours Year 1
Year 2	\$ 51.46	*	7823.4	=	\$ 402,594.22	Estimated Hours Year 2
Year 3	\$ 53.52	*	5147.0	=	\$ 275,467.44	Estimated Hours Year 3
Year 4	\$ 55.66	*	2676.4	=	\$ 148,970.65	Estimated Hours Year 4
Year 5	\$ 57.89	*	0.0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =					\$ 1,071,518.93	
Direct Labor Subtotal before Escalation =					\$ 1,018,626.22	
Estimated Total of Direct Labor Salary Increase =					\$ 52,892.71	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only.
- Estimated yearly percent completed from resource loaded schedule

Contract: 22-1002722			Date: 04/29/2022			Detail Sheet																			
Task Description			Consultant																						
I-10 Express Lanes Contract 2 PS&E			PSOMAS																						
A	B	C	D	E	F	G	H	I	J	K	L	M	N	T	U	V	W	X	Y	Z	AA	AB	AI		
Row	WBS Number	Drawing or Item of Work - Titles	Chief, L.S. Party	Certified Party Chief	Party Chief	Instrument Man	Chairman	Technical Manager	Sr. Project Manager	Project Manager	Sr. Project Surveyor III	Sr. Project Surveyor II	Sr. Project Surveyor I	Photo Compiler II	Photo Compiler I	Project Surveyor III	Project Surveyor II	Project Surveyor I	Staff Surveyor III	Staff Surveyor II	Staff Surveyor I	Project Administrator	Total Hours		
1	3.100.15	Project Management																					0.0		
2	3.100.15	Project Management																					0.0		
3	3.100.15-1	Coordination and Meetings																					0.0		
4	3.100.15-2	Administrator																					0.0		
5	3.180	Prepare Environmental Revalidation and Supplemental Project Report																					0.0		
6	3.180	Prepare Environmental Revalidation and Supplemental Project Repx																					0.0		
7	3.185	Prepare Base Maps and Plan Sheets (35% PS&E)																					0.0		
8	3.185.05	Updated Project Information																					0.0		
9	3.185.10	Engineering and Photogrammetric Survey		808.0			808.0		24.0	200.0	80.0	600.0	616.0	64.0	64.0			400.0		0.0		0.0	3,664.0		
10	3.205	Permits & Agreements																					0.0		
11	3.205.05	Determine Required Permits																					0.0		
12	3.205.10	Obtain Permits							8.0		8.0											8.0	24.0		
13	3.220	Perform Right-Of-Way Engineering																					0.0		
14	3.220.05	Existing Land Net	440.0	480.0	440.0	640.0	640.0		180.0	0.0	120.0	324.0	284.0			80.0	80.0		120.0	200.0	40.0	120.0	4,188.0		
15	3.220.10	Preparation of Land Net Map						4.0	600.0		304.0	608.0	800.0			408.0	180.0	60.0	660.0	1,100.0	1,100.0	96.0	5,920.0		
16	3.220.15	Right-Of-Way Maps						94.0	512.0		442.0	442.0	562.0			72.0	64.0	64.0	1,080.0	1,088.0	1,368.0	100.0	5,888.0		
17	3.220.20	Right-Of-Way Acquisition Documents	0.0	0.0	0.0	0.0	0.0		152.0		150.0	210.0	150.0							210.0		32.0	904.0		
18	3.230	Prepare Highway Draft Plans, Specifications, and Estimates (65% and 95% PS&E)																					0.0		
19	3.230.05	Draft Highway Plans																					0.0		
20	3.230.20	Transportation Management Plan (TMP)																					0.0		
21	3.230.35	Draft Highway Specifications																					0.0		
22	3.230.40	Draft Highway Quantities and Estimate																					0.0		
23	3.230.60	Updated Storm Water Data Report																					0.0		
24	3.230.70	Updated Hydraulics Report																					0.0		
25	3.230.80	Geotechnical Design Report																					0.0		
26	3.230.80	Updated Materials Report																					0.0		
27	3.240	Prepare Structural Draft Plans, Specifications, and Estimates																					0.0		
28	3.240.60	Hydraulics Report																					0.0		
29	3.240.65	Preliminary Foundation Report																					0.0		
30	3.240.70	Subsurface Exploration and Other Field Studie																					0.0		
31	3.240.75	Draft Structural Plans																					0.0		
32	3.240.80	Foundation Report																					0.0		
33	3.255	Prepare Final PS&E Package																					0.0		
34	3.255.20	Final District PS&E Package																					0.0		
35	3.255.40	Resident Engineer File and Supplemental Materia																					0.0		
36	3.260	Contract Bid Documents Ready to List																					0.0		
37	3.260-1	Draft Contract																					0.0		
38	5.270	Construction Engineering - Technical Support																					0.0		
39	5.270	Construction Engineering - Technical Suppor																					0.0		
40	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report																					0.0		
41	6.295	Accept Contract/Prepare Final Construction Estimate and Final Repo																					0.0		
Total Hours			440.0	1,288.0	440.0	640.0	1,448.0	98.0	1,476.0	200.0	1,104.0	2,184.0	2,412.0	64.0	64.0	560.0	324.0	524.0	1,860.0	2,598.0	2,508.0	356.0	20,588.0		

[illegible]

Other Direct Costs			
Other Direct Costs	RATE	NUMBER	COST
Mileage	\$ 0.59	1,000.0	\$585.00
Parking	\$ 2.00		\$0.00
Total Travel/Mileage Costs			\$585.00
Traffic Control (\$3000 per day)	\$ 3,000.00	10.0	\$30,000.00
American Reprographics (mylar)	\$ 300.00	22.0	\$6,600.00
County of San Bernardino (map checks)			\$0.00
Title Reports - RR & Municipal			\$0.00
Title Reports - SFR and Commercial			\$0.00
Aerial Collection	\$ 2,074.00	1.0	\$2,074.00
Total Equipment Rental and Supplies			\$38,674.00
Reproduction			\$0.00
- Black/White 8.5x11			\$0.00
- Black/White 11x17			\$0.00
- Color 11x17			\$0.00
- Color 8.5x11			\$0.00
FedEx Box Shipment (Overnight)	\$ 50.00	11.0	\$550.00
FedEx Envelope Shipment (Overnight)	\$ 18.00	20.0	\$360.00
CADD Plots			\$0.00
- Black/White	\$ 150.00	22.0	\$3,300.00
- Color			\$0.00
Insurance for contract			\$0.00
Railroad Insurance	\$ 3,000.00	1.0	\$3,000.00
Railroad Flagman	\$ 2,000.00	10.0	\$20,000.00
Railroad Encroachment permit	\$ 1,000.00	1.0	\$1,000.00
Total Permit Fees, Plan Sheets, Test Holes (each, Etc.)			\$28,210.00
Total Other Direct Costs (rounded)			\$67,469.00

Cost/Price Form for Cost Plus Fixed Fee RFP
I-10 Express Lanes Contract 2 Plans, Specifications, and Estimates

Consultant Tatsumi and Partners, Inc.Contract No. 22-1002722Date 05/03/2022

Direct Labor Classification/Title	Key Personnel	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Senior Principal	David Tatsumi	180	92.31	102.00	\$97.16	\$17,488.80
Senior Associate	Michael Aceves	728	55.81	65.00	\$60.41	\$43,978.48
Senior Technical Staff	Sambath Ork	590	40.05	49.00	\$44.53	\$26,272.70
Senior Designer	Jimmy Ogata	918	40.05	49.00	\$44.53	\$40,878.54
Technical Staff III	Weywantheway Kang	638	36.00	40.00	\$38.00	\$24,244.00
Technical Staff III	Kenton Quinn	832	36.00	40.00	\$38.00	\$31,616.00
Technical Staff I	Alexa Miranda Flores	760	28.50	32.50	\$30.50	\$23,180.00
Technical Staff I	Guadalupe Rodriguez	882	28.50	32.50	\$30.50	\$26,901.00

5,528

Labor Costs

a) Subtotal Direct Labor Costs	\$	234,559.52
b) Anticipated Salary Increases (see page 2 for sample)	\$	2,342.92
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$	236,902.44

Fringe Benefits

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

f) Overhead (Rate <u>168.290%</u> %)	g) Overhead [(c)x (f)]	\$	398,683.12
h) General and Administrative (Rate <u> </u> %)	i) Gen & Admin [(c) x (h)]	\$	-
j) Total Indirect Costs [(g)+(i)]		\$	398,683.12

Fixed Fee (Profit)

n) (Rate <u>8.50%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$	54,024.77
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Total Loaded Labor Costs

689,610.33

Other Direct Costs (ODC)

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$	585.00
m) Equipment Rental and Supplies (itemize)	\$	2,000.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.)	\$	50.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	\$	

p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$	2,585.00
Total cost [(c) + (e) + (j) + (k) + (p)]	\$	692,195.33

Notes:

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

Consultant Tatsumi and Partners, Inc. Contract No. 22-1002722

Date 05/03/2022

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 234,559.52 /	5528 =	\$ 42.43	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

	Average hourly rate		Proposed Escalation			
Year 1	\$ 42.43	+	4%	=	\$ 44.13	Year 2 Avg Hourly Rate
Year 2	\$ 44.13	+	4%	=	\$ 45.90	Year 3 Avg Hourly Rate
Year 3	\$ 45.90	+	4%	=	\$ 47.74	Year 4 Avg Hourly Rate
Year 4	\$ 47.74	+	4%	=	\$ 49.65	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

	Estimated % Completed Each year		Total Hours Per Cost Proposal		Total Hours per Year	
Year 1	75.0%	*	5528	=	4146.0	Estimated Hours Year 1
Year 2	25.0%	*	5528	=	1382.0	Estimated Hours Year 2
Year 3		*	5528	=	0.0	Estimated Hours Year 3
Year 4		*	5528	=	0.0	Estimated Hours Year 4
Year 5		*	5528	=	0.0	Estimated Hours Year 5
Total	100.0%		Total	=	5528	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated above)		Cost Per Year	
Year 1	\$ 42.43	*	4146.0	=	\$ 175,914.78	Estimated Hours Year 1
Year 2	\$ 44.13	*	1382.0	=	\$ 60,987.66	Estimated Hours Year 2
Year 3	\$ 45.90	*	0.0	=	\$ -	Estimated Hours Year 3
Year 4	\$ 47.74	*	0.0	=	\$ -	Estimated Hours Year 4
Year 5	\$ 49.65	*	0.0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =					\$ 236,902.44	
Direct Labor Subtotal before Escalation =					\$ 234,559.52	
Estimated Total of Direct Labor Salary Increase =					\$ 2,342.92	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only.
- Estimated yearly percent completed from resource loaded schedule

Contract: 22-1002722

Date: 05/03/2022

Detail Sheet

Task Description			Consultant								
I-10 Express Lanes Contract 2 PS&E			Tatsumi and Partners, Inc.								
A	B	C	D	E	F	G	H	I	J	K	AI
Row	WBS Number	Drawing or Item of Work - Titles	Senior Principal	Senior Associate	Senior Technical Staff	Senior Designer	Technical Staff III	Technical Staff III	Technical Staff I	Technical Staff I	Total Hours
1	3.100.15	Project Management									0.0
2	3.100.15	Project Management	10.0	88.0	48.0	96.0	24.0	24.0	24.0	24.0	338.0
3	3.100.15-1	Coordination and Meetings	12.0	96.0	42.0	112.0	46.0	80.0	46.0	48.0	482.0
4	3.100.15-2	Administration									0.0
5	3.180	Prepare Environmental Revalidation and Supplemental Project Report									0.0
6	3.180	Prepare Environmental Revalidation and Supplemental Project Report									0.0
7	3.185	Prepare Base Maps and Plan Sheets (35% PS&E)									0.0
8	3.185.05	Updated Project Information									0.0
9	3.185.10	Engineering and Photogrammetric Surveys									0.0
10	3.205	Permits & Agreements									0.0
11	3.205.05	Determine Required Permits									0.0
12	3.205.10	Obtain Permits									0.0
13	3.220	Perform Right-Of-Way Engineering									0.0
14	3.220.05	Existing Land Net									0.0
15	3.220.10	Preparation of Land Net Map									0.0
16	3.220.15	Right-Of-Way Maps									0.0
17	3.220.20	Right-Of-Way Acquisition Documents									0.0
18	3.230	Prepare Highway Draft Plans, Specifications, and Estimates (65% and 95% PS&E)									0.0
19	3.230.05	Draft Highway Plans	60.0	216.0	188.0	216.0	214.0	246.0	222.0	252.0	1,614.0
20	3.230.20	Transportation Management Plan (TMP)									0.0
21	3.230.35	Draft Highway Specifications	10.0	28.0		48.0	16.0				102.0
22	3.230.40	Draft Highway Quantities and Estimates	18.0	72.0	68.0	96.0	40.0	74.0	96.0	108.0	572.0
23	3.230.60	Updated Storm Water Data Report									0.0
24	3.230.70	Updated Hydraulics Report									0.0
25	3.230.80	Geotechnical Design Report									0.0
26	3.230.80	Updated Materials Report									0.0
27	3.240	Prepare Structural Draft Plans, Specifications, and Estimates									0.0
28	3.240.60	Hydraulics Report									0.0
29	3.240.65	Preliminary Foundation Report									0.0
30	3.240.70	Subsurface Exploration and Other Field Studies									0.0
31	3.240.75	Draft Structural Plans (includes aesthetic treatment for retaining and soundwalls)	44.0	88.0	88.0	120.0	140.0	160.0	164.0	220.0	1,024.0
32	3.240.80	Foundation Report									0.0
33	3.255	Prepare Final PS&E Package									0.0
34	3.255.20	Final District PS&E Package	12.0	68.0	86.0	98.0	98.0	122.0	120.0	120.0	724.0
35	3.255.40	Resident Engineer File and Supplemental Materials	4.0	8.0	4.0	36.0	4.0	16.0	16.0	16.0	104.0
36	3.260	Contract Bid Documents Ready to List									0.0
37	3.260-1	Draft Contract	6.0	48.0	48.0	72.0	44.0	76.0	56.0	78.0	428.0
38	5.270	Construction Engineering - Technical Support									0.0
39	5.270	Construction Engineering - Technical Support	4.0	16.0	18.0	24.0	12.0	34.0	16.0	16.0	140.0
40	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report									0.0
41	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report									0.0
Total Hours			180.0	728.0	590.0	918.0	638.0	832.0	760.0	882.0	5,528.0
TRUE											

Attachment: 22-1002722 Exhibit B (8717 : Interstate 10 Corridor Freight and Express Lane Project - PS&E Designs Services Contract 2 Award)

Contract: 22-1002722

Date: 05/03/2022

Detail Sheet																											
Task Description			Consultant																								
I-10 Express Lanes Contract 2 PS&E			Tatsumi and Partners, Inc.																								
A	B	C	D	D1	E	E1	F	F1	G	G1	H	H1	I	I1	J	J1	K	K1	L	L1	M	AI	AI1	AJ	AK	AL	AM
Row	WBS Number	Drawing or Item of Work - Titles	Senior Principal	Senior Principal	Senior Associate	Senior Associate	Senior Technical Staff	Senior Technical Staff	Senior Designer	Senior Designer	Technical Staff III	Technical Staff III	Technical Staff III	Technical Staff I	Technical Staff I	Technical Staff I	Technical Staff I	Technical Staff I	0	0	0	Hours Total	Direct Labor Total	Overhead Cost	Fee	Total Labor Costs	Escalated Total Labor Cost
				\$ 97.16	\$ 60.41	\$ 44.53	\$ 44.53	\$ 38.00	\$ 38.00	\$ 30.50	\$ 30.50	0	0	0													
1	3.100.15	Project Management	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-
2	3.100.15	Project Management	10.0	971.60	88.0	5,316.08	48.0	2,137.44	96.0	4,274.88	24.0	912.00	24.0	912.00	24.0	732.00	24.0	732.00	0.0	-	0.0	338.0	15,988.00	26,906.21	3,646.01	46,540.21	47,005.08
3	3.100.15-1	Coordination and Meetings	12.0	1,165.92	96.0	5,799.36	42.0	1,870.26	112.0	4,987.36	46.0	1,748.00	80.0	3,040.00	46.0	1,403.00	48.0	1,464.00	0.0	-	0.0	482.0	21,477.90	36,145.16	4,897.96	62,521.02	63,145.52
4	3.100.15-2	Administration	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-
5	3.180	Prepare Environmental Revalidation and Supplemental Project Report	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-
6	3.180	Prepare Environmental Revalidation and Supplemental Project Report	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-
7	3.185	Prepare Base Maps and Plan Sheets	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-
8	3.185.05	Updated Project Information	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-
9	3.185.10	Engineering and Photogrammetric Surveys	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-
10	3.205	Permits & Agreements	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-
11	3.205.05	Determine Required Permits	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-
12	3.205.10	Obtain Permits	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-
13	3.220	Perform Right-Of-Way Engineering	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-
14	3.220.05	Existing Land Net	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-
15	3.220.10	Preparation of Land Net Map	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-
16	3.220.15	Right-Of-Way Maps	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-
17	3.220.20	Right-Of-Way Acquisition Documents	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-
18	3.230	Prepare Highway Draft Plans, Specifications, and Estimates	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-
19	3.230.05	Draft Highway Plans	60.0	5,829.60	216.0	13,048.56	188.0	8,371.64	212.0	9,440.36	198.0	7,524.00	240.0	9,120.00	218.0	6,649.00	248.0	7,564.00	0.0	-	0.0	1,580.0	67,547.16	113,675.12	15,403.89	196,626.17	198,590.19
20	3.230.20	Transportation Management Plan (TMP)	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-
21	3.230.35	Draft Highway Specifications	10.0	971.60	28.0	1,691.48	0.0	-	48.0	2,137.44	16.0	608.00	0.0	-	0.0	-	0.0	-	0.0	-	0.0	102.0	5,408.52	9,102.00	1,233.39	15,743.91	15,901.17
22	3.230.40	Draft Highway Quantities and Estimates	18.0	1,748.88	72.0	4,349.52	68.0	3,028.04	96.0	4,274.88	40.0	1,520.00	74.0	2,812.00	96.0	2,928.00	108.0	3,294.00	0.0	-	0.0	572.0	23,955.32	40,314.41	5,462.93	69,732.65	70,429.19
23	3.230.60	Updated Storm Water Data Report	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-
24	3.230.70	Updated Hydraulics Report	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-
25	3.230.80	Geotechnical Design Report	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-
26	3.230.80	Updated Materials Report	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-
27	3.240	Prepare Structural Draft Plans, Specifications, and Estimates	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-
28	3.240.60	Hydraulics Report	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-
29	3.240.65	Preliminary Foundation Report	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-
30	3.240.70	Subsurface Exploration and Other Field Studies	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-
31	3.240.75	Draft Structural Plans (includes aesthetic treatment for retaining and soundwalls)	44.0	4,275.04	88.0	5,316.08	88.0	3,918.64	124.0	5,521.72	156.0	5,928.00	166.0	6,308.00	168.0	5,124.00	224.0	6,832.00	0.0	-	0.0	1,058.0	43,223.48	72,740.79	9,856.96	125,821.24	127,078.02
32	3.240.80	Foundation Report	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-
33	3.255	Prepare Final PS&E Package	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-
34	3.255.20	Final District PS&E Package	12.0	1,165.92	68.0	4,107.88	86.0	3,829.58	98.0	4,363.94	98.0	3,724.00	122.0	4,636.00	120.0	3,660.00	120.0	3,660.00	0.0	-	0.0	724.0	29,147.32	49,052.02	6,646.94	84,846.29	85,693.78
35	3.255.40	Resident Engineer File and Supplemental Materials	4.0	388.64	8.0	483.28	4.0	178.12	36.0	1,603.08	4.0	152.00	16.0	608.00	16.0	488.00	16.0	488.00	0.0	-	0.0	104.0	4,389.12	7,386.45	1,000.92	12,776.49	12,904.11
36	3.260	Contract Bid Documents Ready to List	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-
37	3.260-1	Draft Contract	6.0	582.96	48.0	2,899.68	48.0	2,137.44	72.0	3,206.16	44.0	1,672.00	76.0	2,888.00	56.0	1,708.00	78.0	2,379.00	0.0	-	0.0	428.0	17,473.24	29,405.72	3,984.71	50,863.67	51,371.72
38	5.270	Construction Engineering - Technical Support	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-
39	5.270	Construction Engineering - Technical Support	4.0	388.64	16.0	966.56	18.0	801.54	24.0	1,068.72	12.0	456.00	34.0	1,292.00	16.0	488.00	16.0	488.00	0.0	-	0.0	140.0	5,949.46	10,012.35	1,356.75	17,318.56	17,491.55
40	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-
41	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.0	-	-	-	-	-
Total Hours			180.0	\$ 17,488.80	728.0	\$ 43,978.48	590.0	\$ 26,272.70	918.0	\$ 40,878.54	638.0	\$ 24,244.00	832.0	\$ 31,616.00	760.0	\$ 23,180.00	882.0	\$ 26,901.00	0.0	\$ -	0.0	5,528.0	\$ 234,559.52	\$ 394,740.22	\$ 53,490.48	\$ 682,790.21	\$ 689,610.33

TRUE

- Changes to Level 5 Task budgets requires SBCTA Project Manager approval.

Other Direct Costs			
Other Direct Costs	RATE	NUMBER	COST
Mileage	\$ 0.59	1,000.0	\$585.00
Parking	\$ 2.00		\$0.00
Total Travel/Mileage Costs			\$585.00
GPS Equipment	\$ 2,000.00	1.0	\$2,000.00
Total Equipment Rental and Supplies			\$2,000.00
Reproduction			\$0.00
- Black/White 8.5x11			\$0.00
- Black/White 11x17			\$0.00
- Color 11x17			\$0.00
- Color 8.5x11			\$0.00
FedEx Box Shipment (Overnight)			\$0.00
FedEx Envelope Shipment (Overnight)			\$0.00
CADD Plots			\$0.00
- Black/White			\$0.00
- Color			\$0.00
Insurance for contract			\$0.00
Total Permit Fees, Plan Sheets, Test Holes (each, Etc.)			\$0.00
Total Other Direct Costs (rounded)			\$2,585.00

Cost/Price Form for Cost Plus Fixed Fee RFP
I-10 Express Lanes Contract 2 Plans, Specifications, and Estimates

Consultant TranSystems CorporationContract No. 22-1002722Date 04/29/2022

Direct Labor Classification/Title	Key Personnel	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Civil Engineer 4	Joseph Sawtelle	3,374	102.22	161.18	\$131.70	\$444,355.80
Civil Engineer 5	Ayman Salama	532	162.66	179.58	\$171.12	\$91,035.84
Structural Engineer 3	Andre Issa	570	81.34	81.46	\$81.40	\$46,398.00
Civil Engineer 3	Saied Mofid	604	62.50	116.70	\$89.60	\$54,118.40
Civil Engineer 3	Triet Dang	1,978	62.50	116.70	\$89.60	\$177,228.80
Technician IV	Carl Sosa	1,322	60.78	85.22	\$73.00	\$96,506.00
Administrative II		214	27.84	36.90	\$32.37	\$6,927.18
Civil Engineer 1		6,278	34.82	47.80	\$41.31	\$259,344.18
Structural Engineer 2		1,125	41.62	46.12	\$43.87	\$49,353.75

15,997

Labor Costs

a) Subtotal Direct Labor Costs	\$ 1,225,267.95
b) Anticipated Salary Increases (see page 2 for sample)	\$ 37,175.30
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 1,262,443.25

Fringe Benefits

d) Fringe Benefits (Rate <u>55.242%</u> %)	e) Total Fringe Benefits [(c)x(d)]	\$ 697,398.90
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Indirect Costs

f) Overhead (Rate <u>72.657%</u> %)	g) Overhead [(c)x (f)]	\$ 917,253.39
h) General and Administrative (Rate <u>15.995%</u> %)	i) Gen & Admin [(c) x (h)]	\$ 201,927.80
	j) Total Indirect Costs [(g)+(i)]	\$ 1,119,181.19

Fixed Fee (Profit)

n) (Rate <u>8.50%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$ 261,716.98
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Total Loaded Labor Costs3,340,740.32**Other Direct Costs (ODC)**

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$ 9,775.00
m) Equipment Rental and Supplies (itemize)	\$ 0.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.)	\$ 1,500.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	\$
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$ 11,275.00
Total cost [(c) + (e) + (j) + (k) + (p)]	\$ 3,352,015.32

Notes:

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

Consultant TranSystems Corporation Contract No. 22-1002722

Date 04/29/2022

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal		Total Hours cost Proposal		Avg Hourly Rate	5year Contract Duration
\$ 1,225,267.95	/	15997	=	\$ 76.59	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

	Average hourly rate		Proposed Escalation			
Year 1	\$ 76.59	+	4%	=	\$ 79.65	Year 2 Avg Hourly Rate
Year 2	\$ 79.65	+	4%	=	\$ 82.84	Year 3 Avg Hourly Rate
Year 3	\$ 82.84	+	4%	=	\$ 86.15	Year 4 Avg Hourly Rate
Year 4	\$ 86.15	+	4%	=	\$ 89.60	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

	Estimated % Completed Each year		Total Hours Per Cost Proposal		Total Hours per Year	
Year 1	50.0%	*	15997	=	7998.5	Estimated Hours Year 1
Year 2	25.0%	*	15997	=	3999.3	Estimated Hours Year 2
Year 3	25.0%	*	15997	=	3999.3	Estimated Hours Year 3
Year 4	0.0%	*	15997	=	0.0	Estimated Hours Year 4
Year 5	0.0%	*	15997	=	0.0	Estimated Hours Year 5
Total	100.0%		Total	=	15997	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated above)		Cost Per Year	
Year 1	\$ 76.59	*	7998.5	=	\$ 612,605.12	Estimated Hours Year 1
Year 2	\$ 79.65	*	3999.3	=	\$ 318,540.26	Estimated Hours Year 2
Year 3	\$ 82.84	*	3999.3	=	\$ 331,297.87	Estimated Hours Year 3
Year 4	\$ 86.15	*	0.0	=	\$ -	Estimated Hours Year 4
Year 5	\$ 89.60	*	0.0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =					\$ 1,262,443.25	
Direct Labor Subtotal before Escalation =					\$ 1,225,267.95	
Estimated Total of Direct Labor Salary Increase =					\$ 37,175.30	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only.
- Estimated yearly percent completed from resource loaded schedule

Contract: 22-1002722			Date: 04/29/2022									
Task Description			Consultant									
I-10 Express Lanes Contract 2 PS&E			TranSystems Corporation									
A	B	C	D	E	F	G	H	I	J	K	L	AI
Row	WBS Number	Drawing or Item of Work - Titles	Civil Engineer 4	Civil Engineer 5	Structural Engineer 3	Civil Engineer 3	Civil Engineer 3	Technician IV	Administrative II	Civil Engineer 1	Structural Engineer 2	Total Hours
1	3.100.15	Project Management										0.0
2	3.100.15	Project Management	1,480.0	124.0		160.0						1,764.0
3	3.100.15-1	Coordination and Meetings	340.0									340.0
4	3.100.15-2	Administration	216.0						214.0			430.0
5	3.180	Prepare Environmental Revalidation and Supplemental Project Report										0.0
6	3.180	Prepare Environmental Revalidation and Supplemental Project Report	54.0									54.0
7	3.180	Proposed Geometric Review (GAD Preparation)	106.0				142.0			142.0		390.0
8	3.180	Prepare Design Standard Decision Document	20.0				90.0			90.0		200.0
9	3.180	Concept of Operations										0.0
10	3.185	Prepare Base Maps and Plan Sheets (35% PS&E)										0.0
11	3.185.05	Updated Project Information	8.0	12.0			16.0					36.0
12	3.185.10	Engineering and Photogrammetric Surveys	4.0									4.0
13	3.185.15.05	Roadway and Miscellaneous Design (35% PS&E)	44.0	160.0		70.0	182.0	48.0		348.0		852.0
14	3.205	Permits & Agreements										0.0
15	3.205.05	Determine Required Permits	40.0				20.0					60.0
16	3.205.10	Obtain Permits	36.0				20.0					56.0
17	3.220	Perform Right-Of-Way Engineering										0.0
18	3.220.05	Existing Land Net	18.0									18.0
19	3.220.10	Preparation of Land Net Map	18.0									18.0
20	3.220.15	Right-Of-Way Maps (Right-Of-Way Requirements)	90.0				40.0			80.0		210.0
21	3.220.20	Right-Of-Way Acquisition Documents	18.0									18.0
22	3.230	Prepare Highway Draft Plans, Specifications, and Estimates (65% and 95% PS&E)										0.0
23	3.230.05	Draft Highway Plans	54.0			36.0						90.0
24	3.230.05.05	Title Sheet	2.0									2.0
25	3.230.05.10	Typical Sections	36.0				56.0	106.0		244.0		442.0
26	3.230.05.15	Key Map and Line Index	4.0									4.0
27	3.230.05.20	Layouts	36.0				106.0	142.0		588.0		872.0
28	3.230.05.25	Profiles & Superelevation Diagrams	44.0				142.0	196.0		680.0		1,062.0
29	3.230.05.30	Construction Details	58.0				200.0	288.0		836.0		1,382.0
30	3.230.05.35	Contour Grading	36.0				72.0	104.0		324.0		536.0
31	3.230.05.45	Soundwalls	18.0									18.0
32	3.230.05.50	Retaining Walls - Standard	36.0				250.0	52.0		356.0		694.0
33	3.230.20	Transportation Management Plan (TMP)	18.0									18.0
34	3.230.25	Utility Plans	18.0				124.0			302.0		444.0
35	3.230.35	Draft Highway Specifications	18.0			338.0						356.0
36	3.230.40	Draft Highway Quantities and Estimates	72.0				142.0			144.0		358.0
37	3.230.60	Updated Storm Water Data Report	18.0									18.0
38	3.230.70	Updated Hydraulics Report	18.0									18.0
39	3.230.80	Geotechnical Design Report	18.0									18.0
40	3.230.80	Updated Materials Report	18.0									18.0
41	3.240	Prepare Structural Draft Plans, Specifications, and Estimates										0.0
42	3.240.60	Hydraulics Report	18.0									18.0
43	3.240.65	Preliminary Foundation Report	18.0									18.0
44	3.240.70	Subsurface Exploration and Other Field Studies	18.0									18.0
45	3.240.75	Draft Structural Plans (Independent Check)	18.0	236.0	570.0					1,228.0	1,125.0	3,177.0
46	3.240.75	Retaining Walls - Special Design	18.0									18.0
47	3.240.80	Foundation Report	18.0									18.0
48	3.255	Prepare Final PS&E Package										0.0
49	3.255.20	Final District PS&E Package	128.0				196.0	286.0		734.0		1,344.0
50	3.255.40	Resident Engineer File and Supplemental Materials	26.0				36.0			40.0		102.0
51	3.260	Contract Bid Documents Ready to List										0.0
52	3.260-1	Draft Contract	18.0				20.0					38.0
53	5.270	Construction Engineering - Technical Support										0.0
54	5.270	Construction Engineering - Technical Support	72.0				124.0	100.0		142.0		438.0
55	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report										0.0
56	6.295	Accept Contract/Prepare Final Construction Estimate and Final Report	8.0									8.0
Total Hours			3,374.0	532.0	570.0	604.0	1,978.0	1,322.0	214.0	6,278.0	1,125.0	15,997.0

Contract: 22-1002722			Date: 04/29/2022			Detail Sheet																									
Task Description			Consultant																												
I-10 Express Lanes Contract 2 PS&E			TranSystems Corporation																												
A	B	C	D	D1	E	E1	F	F1	G	G1	H	H1	I	I1	J	J1	K	K1	L	L1	AI	AI1	AJ	AK	AL	AM					
				\$		\$		\$		\$		\$		\$		\$		\$		\$											
Row	WBS Number	Drawing or Item of Work - Titles	Civil Engineer 4	Civil Engineer 4	Civil Engineer 5	Civil Engineer 5	Structural Engineer 3	Structural Engineer 3	Civil Engineer 3	Civil Engineer 3	Civil Engineer 3	Civil Engineer 3	Technician IV	Technician IV	Administrative II	Administrative II	Civil Engineer 1	Civil Engineer 1	Structural Engineer 2	Structural Engineer 2	Hours Total	Direct Labor Total	Overhead Cost	Fee	Total Labor Costs	Escalated Total Labor Cost					
1	3.100.15	Project Management	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	-	-	-	-					
2	3.100.15	Project Management	1,480.0	\$ 194,916.00	124.0	\$ 21,218.88	0.0	-	160.0	\$ 14,336.00	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	1,764.0	\$ 230,470.88	\$ 331,633.77	\$ 47,778.90	\$ 609,883.54	\$ 628,387.74					
3	3.100.15-1	Coordination and Meetings	340.0	\$ 44,778.00	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	340.0	\$ 44,778.00	\$ 64,432.86	\$ 9,282.92	\$ 118,493.78	\$ 122,088.94					
4	3.100.15-2	Administration	216.0	\$ 28,447.20	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	214.0	\$ 6,927.18	0.0	-	0.0	-	430.0	\$ 35,374.38	\$ 50,901.61	\$ 7,333.46	\$ 93,609.45	\$ 96,449.61					
5	3.180	Prepare Environmental Revalidation and Supplemental Project Report	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	-	-	-	-					
6	3.180	Prepare Environmental Revalidation and Supplemental Project Report	54.0	\$ 7,111.80	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	54.0	\$ 7,111.80	\$ 10,233.45	\$ 1,474.35	\$ 18,819.60	\$ 19,390.60					
7	3.180	Proposed Geometric Review (GAD Preparation)	106.0	\$ 13,960.20	0.0	-	0.0	-	0.0	-	142.0	\$ 12,723.20	0.0	-	0.0	-	142.0	\$ 5,866.02	0.0	-	390.0	\$ 32,549.42	\$ 46,836.66	\$ 6,747.82	\$ 86,133.90	\$ 88,747.25					
8	3.180	Prepare Design Standard Decision Document	20.0	\$ 2,634.00	0.0	-	0.0	-	0.0	-	90.0	\$ 8,064.00	0.0	-	0.0	-	90.0	\$ 3,717.90	0.0	-	200.0	\$ 14,415.90	\$ 20,743.62	\$ 2,988.56	\$ 38,148.07	\$ 39,305.51					
9	3.180	Concept of Operations	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	-	-	-	-					
10	3.185	Prepare Base Maps and Plan Sheets	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	-	-	-	-					
11	3.185.05	Updated Project Information	8.0	\$ 1,053.60	12.0	\$ 2,053.44	0.0	-	0.0	-	16.0	\$ 1,433.60	0.0	-	0.0	-	0.0	-	0.0	-	36.0	\$ 4,540.64	\$ 6,533.71	\$ 941.32	\$ 12,015.67	\$ 12,380.23					
12	3.185.10	Engineering and Photogrammetric Surveys	4.0	\$ 526.80	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	4.0	\$ 526.80	\$ 758.03	\$ 109.21	\$ 1,394.04	\$ 1,436.34					
13	3.185.15.05	Roadway and Miscellaneous Design (35% PS&E)	44.0	\$ 5,794.80	160.0	\$ 27,379.20	0.0	-	70.0	\$ 6,272.00	182.0	\$ 16,307.20	48.0	\$ 3,504.00	0.0	-	348.0	\$ 14,375.88	0.0	-	852.0	\$ 73,633.08	\$ 105,953.58	\$ 15,264.87	\$ 194,851.53	\$ 200,763.43					
14	3.205	Permits & Agreements	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	-	-	-	-					
15	3.205.05	Determine Required Permits	40.0	\$ 5,268.00	0.0	-	0.0	-	0.0	-	20.0	\$ 1,792.00	0.0	-	0.0	-	0.0	-	0.0	-	60.0	\$ 7,060.00	\$ 10,158.92	\$ 1,463.61	\$ 18,682.52	\$ 19,249.36					
16	3.205.10	Obtain Permits	36.0	\$ 4,741.20	0.0	-	0.0	-	0.0	-	20.0	\$ 1,792.00	0.0	-	0.0	-	0.0	-	0.0	-	56.0	\$ 6,533.20	\$ 9,400.88	\$ 1,354.40	\$ 17,288.48	\$ 17,813.02					
17	3.220	Perform Right-Of-Way Engineering	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	-	-	-	-					
18	3.220.05	Existing Land Net	18.0	\$ 2,370.60	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	18.0	\$ 2,370.60	\$ 3,411.15	\$ 491.45	\$ 6,273.20	\$ 6,463.53					
19	3.220.10	Preparation of Land Net Map	18.0	\$ 2,370.60	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	18.0	\$ 2,370.60	\$ 3,411.15	\$ 491.45	\$ 6,273.20	\$ 6,463.53					
20	3.220.15	Right-Of-Way Maps (Right-Of-Way Requirements)	90.0	\$ 11,853.00	0.0	-	0.0	-	0.0	-	40.0	\$ 3,584.00	0.0	-	0.0	-	80.0	\$ 3,304.80	0.0	-	210.0	\$ 18,741.80	\$ 26,968.33	\$ 3,885.36	\$ 49,595.49	\$ 51,100.24					
21	3.220.20	Right-Of-Way Acquisition Documents	18.0	\$ 2,370.60	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	18.0	\$ 2,370.60	\$ 3,411.15	\$ 491.45	\$ 6,273.20	\$ 6,463.53					
22	3.230	Prepare Highway Draft Plans, Specifications, and Estimates	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	-	-	-	-					
23	3.230.05	Draft Highway Plans	54.0	\$ 7,111.80	0.0	-	0.0	-	36.0	\$ 3,225.60	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	90.0	\$ 10,337.40	\$ 14,874.90	\$ 2,143.05	\$ 27,355.34	\$ 28,185.32					
24	3.230.05.05	Title Sheet	2.0	\$ 263.40	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	2.0	\$ 263.40	\$ 379.02	\$ 54.61	\$ 697.02	\$ 718.17					
25	3.230.05.10	Typical Sections	36.0	\$ 4,741.20	0.0	-	0.0	-	0.0	-	56.0	\$ 5,017.60	106.0	\$ 7,738.00	0.0	-	244.0	\$ 10,079.64	0.0	-	442.0	\$ 27,576.44	\$ 39,680.84	\$ 5,716.87	\$ 72,974.15	\$ 75,188.23					
26	3.230.05.15	Key Map and Line Index	4.0	\$ 526.80	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	4.0	\$ 526.80	\$ 758.03	\$ 109.21	\$ 1,394.04	\$ 1,436.34					
27	3.230.05.20	Layouts	36.0	\$ 4,741.20	0.0	-	0.0	-	0.0	-	106.0	\$ 9,497.60	142.0	\$ 10,366.00	0.0	-	588.0	\$ 24,290.28	0.0	-	872.0	\$ 48,895.08	\$ 70,357.09	\$ 10,136.43	\$ 129,388.60	\$ 133,314.32					
28	3.230.05.25	Profiles & Superelevation Diagrams	44.0	\$ 5,794.80	0.0	-	0.0	-	0.0	-	142.0	\$ 12,723.20	196.0	\$ 14,308.00	0.0	-	680.0	\$ 28,090.80	0.0	-	1,062.0	\$ 60,916.80	\$ 87,655.62	\$ 12,628.66	\$ 161,201.08	\$ 166,092.00					
29	3.230.05.30	Construction Details	58.0	\$ 7,638.60	0.0	-	0.0	-	0.0	-	200.0	\$ 17,920.00	288.0	\$ 21,024.00	0.0	-	836.0	\$ 34,535.16	0.0	-	1,382.0	\$ 81,117.76	\$ 116,723.59	\$ 16,816.51	\$ 214,657.86	\$ 221,170.70					
30	3.230.05.35	Contour Grading	36.0	\$ 4,741.20	0.0	-	0.0	-	0.0	-	72.0	\$ 6,451.20	104.0	\$ 7,592.00	0.0	-	324.0	\$ 13,384.44	0.0	-	536.0	\$ 32,168.84	\$ 46,289.03	\$ 6,668.92	\$ 85,126.79	\$ 87,709.58					
31	3.230.05.45	Soundwalls	18.0	\$ 2,370.60	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	18.0	\$ 2,370.60	\$ 3,411.15	\$ 491.45	\$ 6,273.20	\$ 6,463.53					
32	3.230.05.50	Retaining Walls - Standard	36.0	\$ 4,741.20	0.0	-	0.0	-	0.0	-	250.0	\$ 22,400.00	52.0	\$ 3,796.00	0.0	-	356.0	\$ 14,706.36	0.0	-	694.0	\$ 45,643.56	\$ 65,678.34	\$ 9,462.36	\$ 120,784.27	\$ 124,448.93					
33	3.230.20	Transportation Management Plan (TMP)	18.0	\$ 2,370.60	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	18.0	\$ 2,370.60	\$ 3,411.15	\$ 491.45	\$ 6,273.20	\$ 6,463.53					
34	3.230.25	Utility Plans	18.0	\$ 2,370.60	0.0	-	0.0	-	0.0	-	124.0	\$ 11,110.40	0.0	-	0.0	-	302.0	\$ 12,475.62	0.0	-	444.0	\$ 25,956.62	\$ 37,350.02	\$ 5,381.06	\$ 68,687.70	\$ 70,771.73					
35	3.230.35	Draft Highway Specifications	18.0	\$ 2,370.60	0.0	-	0.0	-	338.0	\$ 30,284.80	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	356.0	\$ 32,655.40	\$ 46,989.16	\$ 6,769.79	\$ 86,414.35	\$ 89,036.21					
36	3.230.40	Draft Highway Quantities and Estimates	72.0	\$ 9,482.40	0.0																										

Other Direct Costs			
Other Direct Costs	RATE	NUMBER	COST
Mileage	\$ 0.59	15,000.0	\$8,775.00
Parking	\$ 5.00	200.0	\$1,000.00
Total Travel/Mileage Costs			\$9,775.00
Total Equipment Rental and Supplies			\$0.00
Reproduction			\$0.00
- Black/White 8.5x11	\$ 0.10	4,000.0	\$400.00
- Black/White 11x17	\$ 0.30	1,000.0	\$300.00
- Color 11x17			\$0.00
- Color 8.5x11			\$0.00
FedEx Box Shipment (Overnight)	\$ 25.00	16.0	\$400.00
FedEx Envelope Shipment (Overnight)	\$ 40.00	10.0	\$400.00
CADD Plots			\$0.00
- Black/White			\$0.00
- Color			\$0.00
Insurance for contract			\$0.00
Total Permit Fees, Plan Sheets, Test Holes (each, Etc.)			\$1,500.00
Total Other Direct Costs (rounded)			\$11,275.00

Minute Action

AGENDA ITEM: 14

Date: July 6, 2022

Subject:

Amendment No. 5 to Cooperative Agreement No. R14138 with the City of Ontario for the State Route 60 at Archibald Avenue Project

Recommendation:

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

Approve Amendment No. 5 to Cooperative Agreement No. R14138 (15-1001150) with the City of Ontario for the Archibald Avenue at State Route 60 Project (Project) and increase the total Project cost by \$4,182,726 to \$28,101,726, with the total receivable amount increasing by \$2,711,115 to \$19,664,788, and the Public Share increasing by \$1,471,611 in Measure I Interchange Program Funds to \$8,436,938.

Background:

The Archibald Avenue at State Route (SR) 60 Project (Project) is the ninth highest priority project in the Measure I 2010-2040 Freeway Interchange Program. Archibald Avenue is a north-south arterial in the City of Ontario (City) and forms a tight diamond interchange with SR 60. This location has been experiencing high levels of traffic congestion resulting in substantial traffic delays. The Project consists of widening the existing eastbound and westbound on- and off-ramps and widening Archibald Avenue through the undercrossing to accommodate vehicular queues.

On June 4, 2014, the Board of Directors (Board) approved Memorandum of Understanding (MOU) No. C14137 with the City stating the desire to proceed with the development of the Project and the terms and conditions of cooperation between San Bernardino County Transportation Authority (SBCTA) and the City. On September 3, 2014, the Board approved Cooperative Agreement No. 15-1001150 delineating roles, responsibilities, and funding for the Project from the Project Initiation Document Phase through construction.

On September 6, 2017, the Board approved Amendment No. 1 to Cooperative Agreement No. 15-1001150 to allow the Board to hear and adopt the Resolutions of Necessity (RON) for the Project. On November 7, 2018, the Board held RON hearings and adopted six (6) RONs for the Project.

On February 6, 2019, the Board approved Amendment No. 2 to Cooperative Agreement No. 15-1001150 to include Trade Corridors Improvement Funds (TCIF) for construction, update construction costs, eliminate an agreement termination date, and include additional funds of the estimated costs for the City's request to include replacement of Hot Mix Asphalt (HMA) pavement type with Portland Cement Concrete (PCC) on Archibald Avenue.

On December 4, 2019, the Board awarded the construction contract. The estimated Project duration was extended to 13 months due to the City's request to add the PCC work, followed by one (1) year of plant establishment. At the same time, the Board also approved Amendment No. 3 to Cooperative Agreement No. 15-1001150 with the City, increasing the City's contribution to account for replacement of the existing asphalt with PCC as part of the work. At that time, the construction team was finalizing negotiation with the construction management consultant for adding the PCC work to the Project. Since the construction contract needed to be

Entity: San Bernardino County Transportation Authority

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awarded by the end of 2019 to secure the TCIF, Amendment No. 3 to Cooperative Agreement No. 15-1001150 was amended without this additional cost.

On July 1, 2020, the Board approved Amendment No. 4 to Cooperative Agreement No. 15-1001150 with the City to increase the City's contribution in the amount of \$610,000 to cover the estimated increase for betterments requested by the City, for a total City contribution of \$16,953,673 and total Project cost of \$23,910,000. The Board also authorized the amendment to the Construction Management contract and included final costs into the cooperative agreement. As an additional note, staff found a small inconsistency in the summation of funds in the funding table for Amendment No. 4. Amendment No. 5 will correct this issue.

Construction improvements on the Project were substantially completed by fall of 2021 with ongoing work related to meeting the California Department of Transportation's (Caltrans) safety review requirements and addressing changes to the striping and signage standards. Onsite reviews with Caltrans and City representatives led to additional work such as unanticipated irrigation repairs, drainage profile adjustments, and fire and pedestrian improvements on adjacent properties. Additionally, coordination with property owners also led to minor site work such as grading. This unanticipated extra work resulted in slight increases on the construction management costs and project management costs to account for extra time to manage the Project.

To date, there is also closeout work ongoing related to pending right-of-way (ROW) matters. As such, the estimated costs for the ROW phase has increased due to continuing coordination with property owners, estimated future legal and support costs, and project management efforts for continued work towards pursuing settlements for the remaining properties.

Staff is recommending approval of Amendment No. 5 to Cooperative Agreement No. 15-1001150 with the City to increase the City's contribution in the amount of \$2,711,115 to cover the estimated increase for ROW costs and a total SBCTA contribution increase of \$1,471,611 for a total Project cost increase of \$4,182,726. This exceeds the amount of Measure I Freeway Interchange Program funds in the 2021 Update to the 10-Year Delivery Plan by \$76,426, however, staff has determined this will not impact the ability of other interchange projects to remain on schedule.

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget under Task No. 0830 Interchange Projects, Sub-Task No. 0894 SR 60 Archibald Avenue Interchange.

Reviewed By:

This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 9, 2022. SBCTA General Counsel and Risk Manager have reviewed this item and the draft amendment.

Responsible Staff:

Paul Melocoton, Project Manager

Approved
Board of Directors
Date: July 6, 2022

Witnessed By:

General Contract Information

Contract No: 15-1001150 Amendment No.: 5
 Contract Class: Receivable Department: Project Delivery
 Customer ID: ONTA CI Customer Name: City of Ontario
 Description: Cooperative Agreement for All Phases of Archibald Ave at SR 60 Improvements
 List Any Accounts Payable Related Contract Nos.: 16-1001328, 18-1001876, 19-1002181

Dollar Amount							
Original Contract		\$	9,693,943.00	Original Contingency		\$	-
Prior Amendments		\$	7,259,730.00	Prior Amendments		\$	-
Current Amendment		\$	2,711,115.00	Current Amendment		\$	-
Total/Revised Contract Value		\$	19,664,788.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	19,664,788.00

Board of Directors Date: July 6, 2022 Board Item # 8727

Local

Funding Agreement

Accounts Receivable												
Total Contract Funding:		\$ 19,664,788.00			Funding Agreement No:		15-1001150					
Beginning POP Date:		09/17/2014			Ending POP Date:		12/30/2024		Final Billing Date:		12/31/2039	
Expiration Date:		12/31/2039										
Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:		Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:
GL: 6010	40	0830	0894	42416003	19,664,788.00		GL:					-
GL:					-		GL:					-
GL:					-		GL:					-
GL:					-		GL:					-
GL:					-		GL:					-
GL:					-		GL:					-

Paul Melocoton

Project Manager (Print Name)

Henry Stultz

Task Manager (Print Name)

Additional Notes: Per Amendment No. 2, agreement expires upon completion of close-out. ***Original Contract No. R14138

**Admin receivable contract # 15-1001028

Attachment: CSS (8727 : SR 60 at Archibald Avenue - City of Ontario Coop Amendment)

AMENDMENT NO. 5 TO COOPERATIVE AGREEMENT No. R14138 (15-1001150)

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF ONTARIO

FOR

**PLANNING, PROJECT REPORT AND ENVIRONMENTAL DOCUMENT,
PLANS, SPECIFICATIONS AND ESTIMATE (PS&E), RIGHT-OF-WAY (ROW),
AND CONSTRUCTION PHASES FOR THE INTERCHANGE AT ARCHIBALD
AVENUE AND STATE ROUTE 60 IN THE CITY OF ONTARIO**

This AMENDMENT No. 5 (AMENDMENT 5) to Agreement No. R14138 (15-1001150) is made by and between the San Bernardino County Transportation Authority (AUTHORITY) and the City of Ontario (CITY). AUTHORITY and CITY are each a "Party" and collectively the "Parties" herein.

RECITALS

- A. The Parties entered into Agreement No. R14138 (15-1001150) (AGREEMENT) on September 17, 2014, to delineate roles, responsibilities, and funding commitment relative to the Project Management, Planning, Environmental, PS&E, ROW and Construction activities for the SR 60/Archibald Avenue Interchange Improvement Project (PROJECT); and
- B. AUTHORITY and CITY entered into Amendment No 1, on September 20, 2017, to authorize AUTHORITY to acquire any necessary ROW for the PROJECT by eminent domain in AUTHORITY's name in accordance with California Code of Civil Procedure, Section 1245. 235, and to set out the Parties' agreement that AUTHORITY will, upon completion of the PROJECT, convey by quit claim deed to CITY all PROJECT acquired ROW located within CITY's Facilities, and the CITY will accept such ROW within thirty(30) days following AUTHORITY's request to accept such acquired ROW and at no expense to AUTHORITY; and
- C. AUTHORITY and CITY entered into Amendment No 2, on March 14, 2019, to amend the termination clause, increase the PROJECT's estimated total cost and the CITY and AUTHORITY contribution, and requires the CITY to provide permits, inspections, reviews, acceptance of transfer of title of properties and oversight at no cost to the PROJECT; and
- D. AUTHORITY and CITY entered into Amendment No 3, on December 5, 2019, to amend the PROJECT cost to \$23,300,000 which included \$2,317,228 for City Betterments, and to adjust the Parties' respective funding responsibilities based on the revised PROJECT costs; and

- E. AUTHORITY and CITY entered into Amendment No 4, on July 1, 2020, to amend the PROJECT cost to \$23,910,00 to include additional City Betterments and \$545,190 for the AUTHORITY to provide project management services for the Planning, Environmental, PS&E, ROW, and Construction phases. The amendment adjusted the Parties' respective funding responsibilities based on the revised PROJECT costs and extend the contract through December 30, 2023;
- F. AUTHORITY and CITY desire to further amend the AGREEMENT to increase the estimated PROJECT Cost from \$23,910,000 to \$28,101,726.

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

1. Article III. AUTHORITY RESPONSIBILITIES, subarticle C is amended to read as follows:
 “To contribute toward the Planning, Environmental, PS&E, ROW, and Construction phases of the PROJECT cost at an amount not to exceed \$8,436,938 as shown in Attachment A, which includes \$26,954 that was expended by the AUTHORITY in management services before the original agreement. The actual cost of a specific phase may ultimately vary from the estimates provided in Attachment A, however under no circumstances is the total combined AUTHORITY contribution to exceed \$8,436,938 without an amendment to this Agreement.”
2. Article IV CITY RESPONSIBILITIES, subarticle A is amended to read as follows:
 “A. To reimburse AUTHORITY for the actual costs incurred, estimated at \$19,664,788 towards the Planning, Environmental, P&SE, ROW, and Construction phases of the PROJECT cost. The actual cost of a specific phase may ultimately vary from the estimates provided in Attachment A, however, under no circumstances is the total combined CITY contribution to exceed \$19,664,788 without an amendment to this Agreement.”
3. Attachment A to the AGREEMENT is revised and replaced in its entirety with Attachment A to this AMENDMENT 5, attached and incorporated by reference.
4. Except as amended by this AMENDMENT 5, all other provisions of the AGREEMENT and amendments thereto shall remain in full force and effect and are incorporated herein by this reference.
5. This AMENDMENT 5 is deemed to be included and made part of the AGREEMENT.
6. The Recitals set forth above are incorporated herein by this reference.
7. This AMENDMENT 5 is effective upon execution by SBCTA.

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

SIGNATURE PAGE TO
AMENDMENT NO. 5 TO COOPERATIVE AGREEMENT No. R14138 (15-1001150)

BETWEEN

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
and CITY OF ONTARIO**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF ONTARIO

By: _____
Art Bishop
President, Board of Directors

By: _____
Scott Ochoa
City Manager

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Juanda L. Daniel
Assistant General Counsel

By: _____
Ruben Duran
City Attorney

Attachment: 15-1001150-05 PDF (8727 : SR 60 at Archibald Avenue - City of Ontario Coop Amendment)

Attachment A

AMENDMENT NO. 5 TO COOPERATIVE AGREEMENT No. R14138 (15-1001150)

PROJECT DESCRIPTION

The CITY and AUTHORITY are widening the existing northbound and southbound Archibald Avenue to add two left turn pockets, modifying the existing Archibald Avenue Bridge Undercrossing to accommodate the additional lands, and widening the on- and off-ramps. The CITY had requested that the AUTHORITY be lead on the PROJECT.

PROJECT FUNDING TABLE

Public Share or “Authority Share”: 33.9%

Nexus Development Impact Fee Share (DIF), or “City Share”: 66.1%

	AUTHORITY	CITY	TOTAL
Project Report and Environmental Document	\$274,750	\$535,721	\$810,471
Plan, Specification and Estimate	\$457,746	\$892,538	\$1,350,284
Right of Way Acquisition and Utility Relocations	\$1,983,825	\$3,868,165	\$5,851,990
Construction and Construction Management	\$5,693,663	\$11,101,802	\$16,795,465
Construction-City Betterments	\$0	\$2,606,372	\$2,606,372
Oversight	\$26,954	\$660,190	\$687,144
TOTAL	\$8,436,938	\$19,664,788	\$28,101,726

Minute Action

AGENDA ITEM: 15

Date: July 6, 2022

Subject:

I-10 Express Lanes Contract 1 Project California Department of Transportation Freeway Maintenance Agreement

Recommendation:

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

A. Approve Freeway Maintenance Agreement No. 22-1002815 with the California Department of Transportation (Caltrans) for the Interstate 10 (I-10) Express Lanes Contract 1 Project for a fifty (50) year term to align with the term of the Toll Facility Agreement (TFA) and waive the five (5) year maximum contract term as stipulated in SBCTA Procurement and Special Risk Assessment Policy No. 11000. The total estimated cost is \$17.8 million over the fifty (50) year term.

B. Approve contingency in an amount not-to-exceed \$1.78 million over the fifty (50) year term for Contract No. 22-1002815; and authorize the Executive Director, or his designee, to release contingency as necessary for the I-10 Express Lanes Contract 1 Project Maintenance Agreement.

C. Authorize the Executive Director, or his designee, to execute the final agreement once approved as to form by SBCTA General Counsel.

D. Authorize the Executive Director, or his designee, to execute annual cost amendments to the agreement that do not exceed an annual three (3) percent increase over the previous year.

Background:

On January 4, 2018, San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved the Toll Facility Agreement (TFA) with the California Department of Transportation (Caltrans) granting SBCTA a lease of use of the state highway Right-of-Way for the operation and maintenance of the SBCTA Interstate 10 (I-10) Express Lanes Contract 1 Project (Project). Under the TFA, SBCTA is obligated to perform maintenance of the toll facility in accordance with Caltrans' maintenance standards and is solely responsible for procurement of Caltrans or another entity to provide maintenance. The Project is scheduled to open in summer 2023, and at that time, SBCTA will be responsible for providing routine maintenance of the Express Lanes facility.

Staff has reached out to other Express Lanes operators in Southern California, none of which have contracted with an entity other than Caltrans for Express Lanes maintenance since Caltrans owns and operates the State Highway System. The use of Caltrans for Express Lanes maintenance ensures the Project will be maintained in accordance with Caltrans' standards, facilitates the annual Caltrans maintenance certification as required by the Federal Highway Administration, and provides SBCTA with a full breadth of emergency response equipment and personnel, should the need arise.

Caltrans' integral role in the design build process of the Project, and the district's experience in providing maintenance for the Riverside County Transportation Commission (RCTC) State Route 91 and Interstate 15 Express Lanes provides confidence that they are in the best position to serve as the roadway maintenance provider under a Freeway Maintenance Agreement

Entity: San Bernardino County Transportation Authority

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(FMA). Caltrans' District 8 staff is well-prepared to perform the wide range of services required on a time and material basis to ensure continued operation and maintenance of the Project.

Routine maintenance will be performed regularly during light traffic hours, typically early Sunday mornings. Caltrans will provide a yearly work plan and budget for SBCTA review and approval. The initial work plan, which includes an 18-month work schedule, is currently estimated to cost \$318,310 for Fiscal Year (FY) 2021/2022. Since the Express Lanes will not be operational until summer 2023, this estimated cost will be updated within six (6) months prior to the summer 2023 opening date with the appropriate FY 2022/2023 amount. Staff will monitor and evaluate the annual work plan to ensure safe and efficient operations. The proposed maintenance contract includes routine and emergency maintenance of the express lanes such as channelizer replacement, pavement marker repair, pavement repair, signage replacement, sweeping, debris removal, drainage clearing and other maintenance items.

Staff recommends a 50-year term for the agreement with Caltrans to align with the term of the TFA which requires a waiver of SBCTA Procurement and Special Risk Assessment Policy No. 11000 Section IV- B(4) that stipulates a maximum five (5) year contract term. Staff will coordinate with Caltrans to establish an annual work plan and cost estimate and recommends the Board authorize the Executive Director, or his designee, to execute annual cost amendments that do not exceed a three (3) percent increase from the previous year. This authority to increase the annual costs will start with the estimated costs for FY 2021/2022. Annual cost amendments exceeding three (3) percent will be presented to the Board for consideration. The total estimated cost of the fifty (50) year term is \$17.8 million. If SBCTA is not satisfied with Caltrans' performance or determines a more cost-effective approach for maintenance of the Project exists, SBCTA has the right to terminate the contract with Caltrans with six (6) months advance notice. Analysis and recommendations for alternative approaches to Project maintenance will be presented to the Board for consideration and direction to staff as appropriate. The FMA includes language under Clause 7, Term and Termination, that the FMA will automatically terminate upon any termination of the TFA.

This item does not impact the FY 2022/2023 Budget as the facility is not anticipated to begin revenue service until Fiscal Year 2023/2024. Funding for Project maintenance will be incorporated into the Fiscal Year 2023/2024 Budget.

Financial Impact:

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

Reviewed By:

This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 9, 2022. SBCTA General Counsel, Risk Manager and Procurement Manager have reviewed this item and the draft contract.

Responsible Staff:

Philip Chu, Toll Operations Administrator

Approved
Board of Directors
Date: July 6, 2022

Witnessed By:

General Contract Information

Contract No: 22-1002815 Amendment No.: _____

Contract Class: Payable Department: Toll Operations

Vendor No.: 00450 Vendor Name: Caltrans

Description: I-10 Express Lanes Contract 1 Freeway Maintenance Agreement

List Any Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	17,814,573.00	Original Contingency		\$	1,780,000.00
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	17,814,573.00	Total Contingency Value		\$	1,780,000.00
	Total Dollar Authority (Contract Value and Contingency)					\$	19,594,573.00

Contract Authorization

Board of Directors Date: 07/06/2022 Board Item # 8731

Contract Management (Internal Purposes Only)

Capital Project Contracts Sole Source? No N/A

Local Construction and Maintenance Agreement N/A

Accounts Payable

Estimated Start Date: 07/01/2023 Expiration Date: 07/01/2073 Revised Expiration Date: _____

NHS: N/A QMP/QAP: N/A Prevailing Wage: N/A

							Total Contract Funding:		Total Contingency:	
							\$	17,814,573.00	\$	1,780,000.00
GL	4110	40	0820	0823	53425	41100000	MSI-Freeway		500,000.00	-
GL	7550	40	0820	0823	53425	44001000	I-10 Express Lanes		17,314,573.00	1,780,000.00
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-

Philip Chu

Project Manager (Print Name)

Tim Byrne

Task Manager (Print Name)

Additional Notes: Strings and annual amount will be provided 3 months prior to Express lanes operations and will be paid from toll revenue in fund 7550.

Attachment: 22-1002815 CSS (8731 : I-10 Express Lanes Contract 1 Project - Caltrans Maintenance Agreement)

Freeway Maintenance Agreement

SBCTA Contract No. 22-1002815

I-10 Express Lanes San Bernardino County, California

Freeway Maintenance Agreement
by and between
San Bernardino County Transportation Authority and State of California, Department of
Transportation regarding
I-10 Express Lanes

This Freeway Maintenance Agreement ("FMA"), is made and entered into as of _____, by and between the State of California, acting by and through the Department of Transportation ("Caltrans"), and the San Bernardino County Transportation Authority, a California county transportation Authority ("SBCTA"). Caltrans and SBCTA are sometimes referred to herein, collectively, as the "Parties". This FMA is made in consideration of the following:

1. Recitals

1.1 WHEREAS, SBCTA and Caltrans have entered into a Design-Build Cooperative Agreement, dated July 28, 2017, pursuant to which SBCTA, through use of a design-build contractor, is currently undergoing construction of the I-10 Corridor Contract 1 Express Lanes Project ("PROJECT") defined as follows, which includes construction of the initial "Toll Facility":

Construction of two express lanes in each direction and related improvements, including the EXPRESS LANES TOLL FACILITY on the Interstate-10 corridor from 0.4 miles west of the White Avenue overcrossing to 0.2 miles west of the Cherry Avenue overcrossing.

1.2 WHEREAS, SBCTA and Caltrans have entered into a Toll Facility Agreement ("TFA"), effective as of February 14, 2019 under the authority of and pursuant to Section 130000, et seq., of the Public Utilities Code and Section 149.11(b) of the Streets and Highways Code.

1.3 Pursuant to the TFA, SBCTA is responsible for the maintenance of the Toll Facility in accordance with the Caltrans furnished Maintenance Standards, defined below.

1.4 WHEREAS, Under the TFA, SBCTA must submit to Caltrans for its approval a maintenance plan for the Toll Facility prior to commencement of operations, which, to the extent that SBCTA engages Caltrans to perform maintenance services, shall be the work plan adopted pursuant to this FMA.

1.5 WHEREAS, The Parties desire Caltrans to maintain the Toll Facility as set forth in this FMA for the term hereof with the purpose of meeting SBCTA's maintenance obligations under the TFA, causing minimum interference with SBCTA's ability to provide a high quality transportation service to motorists and meet other obligations associated with the PROJECT.

1.6 WHEREAS, The Parties do not desire Caltrans to maintain toll collection components such as ETC System, AVI, data networks, toll enforcement equipment, offices, communications centers or other facilities which are not located within the State right of way.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually understood and agreed by SBCTA and Caltrans as follows:

2. Definitions

Unless the context otherwise specifies or requires an alternate meaning, for the purposes of this FMA the following terms shall have the meanings set forth in this Section 2:

2.1 **Actual Costs.** The term "Actual Costs" shall mean, with respect to the Maintenance Services provided pursuant to this FMA, the actual cost to Caltrans of the provision of such services, which shall be deemed to include only the following components:

(a) The actual cost of Caltrans personnel engaged in performing, scheduling, supervising and managing the Maintenance Services, determined in accordance with Caltrans' actual hourly rates;

(b) The actual costs of materials used by Caltrans in performing the Maintenance Services, based upon invoices or other evidence reasonably acceptable to SBCTA;

(c) The actual costs of equipment (loaded or billing rate) used by Caltrans in performing the Maintenance Services, based upon Caltrans standard equipment costs;

(d) The actual costs of services performed by Caltrans' subcontractors authorized in advance by SBCTA pursuant to the provisions of this FMA; and

(e) General and overhead costs to the same extent that such charges are authorized by the Laws and Regulations, the Maintenance Manual, and the State Administrative Manual and are charged to public and private entities to which Caltrans furnishes comparable maintenance services.

2.2 **AVI.** The term "AVI" shall mean a system for automated vehicle identification which identifies vehicles as they pass through a lane or roadway.

2.3 **Budget.** The term "Budget" shall mean the annual budget for Maintenance Services established pursuant to Section 5 of this FMA.

2.4 **Comparable State Highways.** The term "Comparable State Highways" shall mean State Highways in San Bernardino County having traffic volumes and physical characteristics similar to those of the Toll Facility.

2.5 **ETC System.** The terms "Electronic Toll Collection System" and "ETC System" are interchangeable and shall each mean the systems, equipment or software used by SBCTA for AVI, video surveillance, enforcement equipment, communications equipment and all other hardware necessary for electronic toll collection and operations.

2.6 **Fiscal Year.** The twelve-month period beginning July 1 and ending June 30.

2.7 **Initial Operating Period.** The term "Initial Operating Period" shall mean the period beginning on the Opening Date and ending on the final day of the first complete fiscal year. The Initial Operating Period may be longer than twelve months.

2.8 **Laws and Regulations.** The term "Laws and Regulations" shall mean all applicable federal, state and local laws, rules, regulations, and codes related to the Maintenance Services or this FMA, including Caltrans rules, policies and procedures.

2.9 **Leasehold Mortgagee.** The term "Leasehold Mortgagee" shall mean the holder of any mortgage, pledge or other encumbrance or collateral assignment of this FMA, and any other agreements between the Parties related to the Toll Facility, and the beneficiary of any such assignment.

2.10 **Maintenance Services.** The term "Maintenance Services" shall mean all services to be provided by Caltrans as described in this FMA and in the agreed upon annual Work Plan.

2.11 **Maintenance Standards.** The term "Maintenance Standards" shall mean the then applicable published Caltrans maintenance schedules and standards, the Maintenance Manual, or any applicable Caltrans guidance of statewide application, which is in effect at that time, to the same extent and manner that Caltrans is applying the same manual or guidance to the maintenance of Comparable State Highways.

2.12 **Maintenance Manual.** The term "Maintenance Manual" shall mean the Caltrans Maintenance Manual, Volume I, dated July 2014, as it may be revised from time to time.

2.13 **FMA.** The term "FMA" shall mean this Freeway Maintenance Services Agreement.

2.14 **Opening Date.** The term "Opening Date" shall mean the first day on which the Toll Facility opens for public use and toll operations.

2.15 **Operating Period.** The term "Operating Period" shall mean each fiscal year following the Initial Operating Period.

2.16 **Maintenance of Traffic Control.** The term "Maintenance of Traffic Control" shall mean temporary traffic control and related field support in response to an incident on the Express Lanes.

2.17 **Scheduled Maintenance.** The term "Scheduled Maintenance" shall mean routine repair and maintenance services, including, but not limited to those services listed under Section 3, subsection 3.1, Services Provided by Caltrans, to the extent such services are included in the Work Plan and the monthly maintenance schedule.

2.18 **Urgent Maintenance.** The term "Urgent Maintenance" shall mean unplanned repair and maintenance services that are not included in the monthly maintenance schedule and require an immediate response to correct a safety issue, measures necessary for the protection of property, public emergency or allow for continued operation of the Express Lanes.

2.19 **Work Plan.** The term "Work Plan" shall mean the annual work plan adopted by SBCTA and Caltrans in accordance with Section 5 hereof, as such work plan may be modified by the Parties in accordance with Section 5.

Any other capitalized term used but not defined in this FMA shall have the same meaning as set forth in the TFA.

3. **Caltrans' Responsibilities**

3.1 **Services Provided by Caltrans.**

During the Term, Caltrans shall provide the following Toll Facility Maintenance Services in accordance with the Maintenance Standards as approved in the Work Plan:

- Pavement repair
- Litter/Debris removal and sweeping
- Channelizer replacement
- Drain clearing and cleaning
- Median sign replacement
- Center median barrier repair replacement
- Crash cushion replacement
- Striping and pavement marking repair and/or replacement
- Spill or substance clean-up
- Storm water maintenance
- Electrical service repair
- Communications network repair
- Lighting repair and/or replacement
- Hazardous Material cleanup
- Storm water repair
- ETC System cabinet pad, fence, and gate repair and/or replacement
- Maintenance of Traffic Control

Caltrans shall provide all labor, materials, and equipment necessary to perform the work. Specialty materials to be provided by SBCTA or others will be determined during the annual Work Plan and Budget process, or as otherwise agreed upon by the Parties in writing.

Caltrans shall provide additional Maintenance Services as SBCTA and Caltrans agree in connection with the adoption of, or modification to, the annual Work Plan. All Maintenance Services shall be performed in accordance with the Maintenance Manual, except to the extent that this FMA or the Work Plan sets higher standards for specified Maintenance Services or Maintenance Standards. Caltrans shall advise SBCTA immediately in writing of any known conflicts between the Maintenance Manual, Maintenance Standards and the Laws and Regulations, as they may be revised, and the provisions of this FMA, which FMA will be amended to conform to those revisions, except as provided for by 3.2.3.

3.1.1 **Shared Cost for Joint Maintenance.** Pursuant to Section 8 of the TFA, the Parties agree to share the costs related to joint maintenance as further specified in the TFA.

3.2 Urgent Maintenance Response Times.

Caltrans shall take steps to ensure that Urgent Maintenance tasks are performed as quickly as reasonably possible to minimize safety hazards to the motoring public, risk to property and to minimize non-operational time of the Express Lanes. Dependent on context, such as whether broader or regional circumstances warrant, Table 1 below generally provides the maximum response times for specific Urgent Maintenance tasks. The stated response time begins upon notification to Caltrans, or upon Caltrans becoming aware of the need for Urgent Maintenance. Caltrans will be en-route within 30 minutes of notification.

Table 1

Task	Maximum Response Time
Fill Potholes	2 hours to initiate repair
Repair or reposition displaced barriers constituting a safety hazard	2 hours to initiate repair
Temporarily repair longitudinal spalls or cracks constituting a safety hazard	24 hours to complete repair
Deploy Maintenance of Traffic in response to incidents in the express lanes	En-route within 30 minutes of notification
Clean up spills constituting a safety hazard	En-route within 30 minutes of notification
Clear drain resulting in standing water or matter constituting a safety hazard	2 hours to initiate repair
Repair ETC System electrical service	2 hours to initiate repair
Repair ETC System communications network	2 hours to initiate repair

3.2.1 In all cases, Caltrans' response times may temporarily be varied at Caltrans' sole option due to diversions or reallocations of forces and equipment needed for public emergencies or Urgent Maintenance items in a manner consistent with Caltrans' customary practices for such diversions and reallocations of forces and equipment. However, frequent or persistent interruptions or delays in performing the Maintenance Services due to such diversions or reallocations shall be cause for termination of this FMA, at SBCTA's sole option. If necessary, Caltrans may temporarily divert or reallocate reasonably available forces and equipment from other areas for public emergencies and Urgent Maintenance items on the Toll Facility in a manner consistent with Caltrans' customary practices for such diversions and reallocations of forces and equipment.

3.2.2 In the event of any future modification of the Maintenance Manual which reduces the level or frequency of required maintenance on Comparable State Highways, SBCTA shall have the option of a) accepting such change, b) entering into an agreement with Caltrans to maintain the level and frequency of services then in effect, at a price determined in accordance with Article 7 hereof, or c) terminating this FMA on thirty (30) days' notice and performing maintenance using its own employees or third-party contractors.

3.2.3 In the event a future modification of the Maintenance Manual requires response times faster than those shown in Table 1 the faster response times shall govern.

3.3 Scheduled Maintenance - Scheduling.

Scheduled Maintenance shall be provided at the frequency set forth in the Work Plan. Scheduled Maintenance shall be performed as directed by SBCTA during low volume traffic periods to minimize loss of toll revenue and disruption to traffic operations. Scheduled Maintenance shall initially occur according to the existing I-10 Express Lanes maintenance window of every sixth week on Sunday from 3 am up to approximately noon ("Scheduled Maintenance Window"). The Parties shall, from time to time, review and redefine the Scheduled Maintenance Window to optimize revenue collection and Caltrans' ability to operate effectively and efficiently. Such adjustments may require multiple maintenance windows during a month or working on non I-10 Express Lanes scheduled maintenance days, as agreed upon by the Parties. At its discretion, either Party reserves the right to cancel or request additional scheduled maintenance upon reasonable prior notice to the other Party.

Caltrans shall assign a Caltrans Maintenance Supervisor level representative to work alongside SBCTA's toll operator to plan the Scheduled Maintenance activity in advance of the Scheduled Maintenance Window(s). The Scheduled Maintenance tasks will be planned in the annual Work Plan and adjusted on a monthly basis to meet the actual Toll Facility needs. Caltrans shall coordinate maintenance activities with the I-10 Express Lanes operator and Caltrans District 7 maintenance.

3.4 Administrative and Management Responsibilities.

Caltrans shall:

3.4.1 Hire, train and supervise all Caltrans personnel;

3.4.2 Administer all personnel matters, including labor relations, salaries, wages, benefits, working conditions, hours, terminations, and related matters;

3.4.3 Maintain documentation as required by the Maintenance Manual or as reasonably requested by SBCTA;

3.4.4 Deliver to SBCTA, by the 25th of each month, such reports of Maintenance Services performed during the immediately preceding month as SBCTA may reasonably request. Such reports shall be in sufficient detail to enable SBCTA to ascertain that all required Maintenance Services were performed during such month pursuant to this FMA, and shall provide all data which the Maintenance Manual requires Caltrans personnel to enter into Caltrans' Maintenance Management System, as defined in the Maintenance Manual. Such reports shall also indicate planned versus actual expenditures and planned

3.4.5 versus actual work accomplished for the immediately preceding month and for Caltrans' fiscal year to date. Caltrans' retention period for all data and reports relating to the Toll Facility shall be in accordance with the Maintenance Manual;

3.4.6 Establish an E-FIS or Project number in addition to county and post mile to designate the Toll Facility;

3.4.7 Transmit, by electronic mail, copies of completed "Maintenance Daily Worksheets" or equivalent documents from the Integrated Maintenance Management System (IMMS) by noon of the first work day following receipt of such reports by the District 8 Maintenance Office;

3.4.8 Maintain self-insurance in an amount sufficient to cover all risks under the FMA, and require that all Caltrans contractors performing Maintenance Services under this FMA maintain automobile liability and commercial liability coverage in an amount sufficient to cover all risks under this FMA.

3.4.9 Establish on-call contracts to enable timely response to Urgent Maintenance Services;

3.4.10 Provide and maintain all equipment needed to perform the Maintenance Services; and

3.4.11 Pursuant to Section 5.7 (c) and 8.9 of the TFA Caltrans shall coordinate planned maintenance closures performed under the FMA with Caltrans Traffic Management Center in Districts 8 and 7.

3.5 Deficiencies in Maintenance Services

Caltrans shall initiate steps to cure any maintenance deficiencies identified by SBCTA consistent with the approved Work Plan or through a modification to the Work Plan pursuant to Section 5.3 of this FMA, as applicable.

3.6 ETC System.

Caltrans shall not be responsible for maintenance of the ETC System. Caltrans shall perform all Maintenance Services in a manner calculated to prevent damage to the ETC System and avoid interference with the operation of the ETC System. SBCTA shall identify in writing, and Caltrans shall familiarize its personnel with, any procedures established by SBCTA or its contractors to safely operate in proximity to the various components of the ETC System. Caltrans shall submit maintenance procedures to SBCTA for comment and approval as to their potential damage to or impact on the operation of the ETC System. Caltrans will use best efforts to revise its maintenance procedures as necessary to eliminate any unanticipated damage to or interference with the ETC System.

3.7 Standard of Care.

Caltrans shall perform all Maintenance Services in accordance with the Work Plan, applicable Caltrans standards, and in a good, workmanlike and commercially reasonable manner.

3.8 Provision of Maintenance Services by Others.

Notwithstanding any other provision hereof, SBCTA, at any time and from time to time, may arrange for any item of Maintenance Services to be provided by SBCTA personnel, or by third parties contracting directly with SBCTA, including (i) any item of Scheduled Maintenance; or Urgent Maintenance (ii) any item of maintenance not required by then- applicable Caltrans maintenance schedules and standards. SBCTA shall notify Caltrans of its intent to have any Maintenance Services (excluding Urgent Maintenance) contemplated by item (i) of the foregoing sentence provided by SBCTA or by third parties not later than thirty (30) calendar days prior to the date upon which those Maintenance Services are scheduled to be performed by Caltrans or, if those Maintenance Services are to be performed by third parties under contract to Caltrans, then not later than thirty (30) days prior to award of such contract.

If a third party is to provide any maintenance services, as defined in this FMA, said third party shall be required to procure comprehensive general liability insurance with an endorsement naming the State of California as an additional, first party insured with at least the same coverages are provided to SBCTA and in no instance shall such coverage be less than one million (\$1,000,000) dollars of coverage per occurrence.

4. SBCTA Responsibilities

SBCTA shall:

4.1. Make payments to Caltrans for Maintenance Services and inventory provided by Caltrans in accordance with this FMA.

4.2. Provide information to Caltrans to assist Caltrans in recommending Maintenance Services to SBCTA which Caltrans deems appropriate for the Toll Facility.

4.3. At SBCTA's option, SBCTA, its representatives or designees may from time to time conduct inspections of the Toll Facility consistent with Laws and Regulations. Such inspections shall be coordinated with Caltrans' maintenance activities, and shall not in any way relieve Caltrans of its responsibilities to provide Maintenance Services to the Toll Facility.

4.4 Provide any instruction relating to work near ETC equipment or other specialized procedures required by SBCTA.

5. Budgets and Work Plans

This section sets forth the process by which Caltrans and SBCTA shall work together to develop and approve the annual Work Plan and Budget for the Toll Facility. The annual Work Plan shall establish the level of Maintenance Services for each Operating Period. The Work Plan shall include the proposed Budget for the labor, materials, equipment and other resources required to perform the Maintenance Services. Upon agreement by the Parties, in writing, to the Work Plan and Budget, the Budget shall be adhered to by Caltrans in the performance of the Maintenance Services.

5.1 Initial Operating Period

The Work Plan and Budget for the Initial Operating Period is based on an estimated Opening Date of July 1, 2023, and performance through the following fiscal year ending June 30, 2024. The Initial Operating Period Work Plan and Budget provides an estimate by month to facilitate adjustment of the Budget should the Opening Date be deferred or advanced. The Initial Operating Period Work Plan and Budget is attached to this FMA as Exhibit A and incorporated herein by reference. SBCTA shall notify Caltrans of the actual Opening Date 30 days in advance of such date. Maintenance Services shall commence on the Opening Date.

5.2 Annual Operating Period

Not later than ninety (90) days prior to the start of each Operating Period, Caltrans shall prepare and deliver to SBCTA its proposed Work Plan and Budget for the upcoming fiscal year. The Work Plan shall set forth, in detail, the Maintenance Services proposed during the Operating Period. The Budget shall include labor, equipment and all other resources required to perform the Maintenance Services.

5.2.1 Negotiations and Approval. SBCTA shall review and may request adjustments to the Caltrans' proposed Work Plan and Budget. No later than March 1 of each year Caltrans and SBCTA shall complete negotiations and approve, in writing, the final Work Plan and Budget for the following operating period.

5.2.2 Interim Budget; Dispute Resolution. If Caltrans and SBCTA have not reached agreement regarding the Budget by the start of an Operating Period, the Budget set forth in Exhibit A or the last approved Budget, as the case may be, shall remain in effect until a new Budget has been approved. If a new Budget has not been approved within thirty (30) days after the start of the Operating Period, the matter shall be subject to the dispute resolution process contained in Section 18.6 of the TFA.

5.3 Modifications.

Caltrans shall perform Maintenance Services in accordance with the Work Plan, except for immaterial deviations therefrom which are consistent with Caltrans' customary operating procedures. The Work Plan shall not be modified (except for previously-approved adjustments between seasons and/or shifts) without the written consent of the Parties. SBCTA may request that the Work Plan be modified at any time, and Caltrans shall take all reasonable steps to respond to such requests while conforming to the standards set forth in the Maintenance Manual.

5.4 Budget Overruns.

If Caltrans determines at any time that the Budget then in effect will be insufficient for performance of all required Maintenance Services, Caltrans shall immediately advise SBCTA in writing. At SBCTA's request, Caltrans will reduce to the standard set forth in the Maintenance Manual the response times listed in Section 3.2 (if such response times are then faster than those required by the Maintenance Manual), will postpone specified non-safety related items of Scheduled Maintenance, or will undertake other economy measures reasonably requested by SBCTA, provided that Caltrans shall continue to comply with the standards set forth in the Maintenance Manual. Should these economy measures be

insufficient to restore maintenance coverage within the Budget, Caltrans will notify SBCTA of the additional funds needed to achieve the maintenance standards set forth in the Maintenance Manual, and SBCTA either will make such additional funds available or will undertake itself or through third parties to perform portions of the maintenance work such that Caltrans can provide the remaining maintenance work with the available budgeted funds. The provisions of this FMA do not absolve SBCTA of its obligations to maintain the Toll Facility consistent with the prior agreements of the Parties.

Caltrans shall advise SBCTA of any reasonably anticipated changes in the Budget, (i) not later than ten (10) days prior to any such changes arising from collective bargaining agreements between Caltrans and its personnel, and (ii) not later than ninety (90) days prior to any other changes.

If SBCTA objects to any projected Budget overruns, the Parties will resolve their differences according to the dispute resolution procedures set forth in Section 18.6 of the TFA.

5.5 Budget Requests; Adequate Resources.

Caltrans shall submit funding requests to the State Legislature sufficient to meet the reasonably anticipated maintenance requirements of the Toll Facility. The availability of Caltrans staff or resources is expressly contingent upon the appropriation by the Legislature. Caltrans shall provide SBCTA with any information reasonably requested by SBCTA to verify that Caltrans has sufficient equipment, personnel and other resources to satisfy its obligations hereunder. Should Caltrans be unable to provide the level of maintenance services contemplated under this FMA due to the unavailability of resources, Caltrans shall immediately notify SBCTA of that fact. SBCTA's sole remedy in such a circumstance is to terminate this FMA. SBCTA agrees it shall not seek monetary damages as a result of the failure of the Legislature to appropriate adequate resources for Caltrans to perform the work.

5.6 Urgent Maintenance Notification.

5.6.1 Notification to SBCTA. SBCTA shall furnish to Caltrans the names, electronic mail, and telephone numbers of the SBCTA contacts, designated SBCTA personnel and/or contracted personnel, whom Caltrans will attempt to notify in the case of an event requiring Urgent Maintenance, indicating the times of availability of each SBCTA contact. Caltrans shall immediately notify the SBCTA contact of any event requiring Urgent Maintenance. If the SBCTA contact is unavailable, Caltrans' responsibility for notifying SBCTA of an event requiring Urgent Maintenance shall have been fulfilled when Caltrans has sent a message via electronic mail and left a voice message for the SBCTA contact.

5.6.2 SBCTA Consent Not Required for Urgent Maintenance. SBCTA's consent shall not be required for any Urgent Maintenance. All such Urgent Maintenance shall be performed in accordance with the Maintenance Manual, the Laws and Regulations and the Work Plan.

5.6.3 Notification to Caltrans. Caltrans shall furnish SBCTA with the names, electronic mail, and telephone numbers of Caltrans designated personnel whom SBCTA shall contact to notify of an Urgent Maintenance request.

5.7 Staffing, Equipment and Materials.

5.7.1 Caltrans Personnel. Except as authorized by SBCTA pursuant to Section 5.7.2, all Maintenance Services shall be supervised, performed or directed by qualified Caltrans employees under the sole direction and regulation of Caltrans. Said personnel shall be trained by Caltrans to perform such functions and shall perform their duties in accordance with all applicable Caltrans standards and Laws and Regulations. Upon a finding that cause exists under Caltrans' policies or State Personnel Board rules and regulations, Caltrans shall make its best effort to resolve and if necessary, reassign any Caltrans personnel whom SBCTA requests for issue resolution for cause from the Toll Facility. In the event of any dispute regarding such reassignment of Caltrans personnel, such dispute shall be resolved pursuant to Article 12 of this FMA.

5.7.2 Contractors' Services. Caltrans is authorized to delegate performance of any and all Maintenance Services to private contractors or other public entities, provided that the identity, qualifications, prices and bonding of such contractors or other public entities have been established pursuant to the Laws and Regulations, and that such delegation has received the prior written consent of SBCTA.

All work delegated to private contractors or other public entities shall be performed in compliance with this FMA. Caltrans shall be responsible to SBCTA for any work performed by a Caltrans contractor or other public entity as if such work had been performed by Caltrans itself. Caltrans shall require that all Caltrans contractors performing Maintenance Services on the Toll Facility maintain such private insurance, performance bonds and completion bonds as required by Caltrans policy and the Laws and Regulations. No liens may be placed on the Toll Facility by Caltrans or its contractors.

5.7.3 Equipment, Vehicles and Materials. Caltrans shall provide all equipment and materials, except as stated in 5.7.3 (b) or (c), necessary to perform the Maintenance Services. All equipment, vehicles and materials used by Caltrans in connection with the Maintenance Services shall be of the same or higher quality as Caltrans uses on the State highway right-of-way adjacent to the Toll Facility, or on Comparable State Highways. Caltrans shall ensure that all materials used by its contractors or other public entities in connection with the Maintenance Services shall be of the same or higher quality as Caltrans uses on the State highway right-of-way adjacent to the Toll Facility, or on Comparable State Highways.

(a) Special Equipment. SBCTA shall be required to provide a bituminous adhesive machine in good working condition to facilitate the successful replacement of channelizers during the Scheduled Maintenance window.

(b) Provision of Materials. During establishment of the Work Plan and Budget, SBCTA shall inform Caltrans of materials to be supplied by SBCTA. Caltrans shall provide a secure location for the storage of SBCTA provided materials. The Initial Operating Period Work Plan and Budget identifies any special materials required and the agreement of the Parties as to the provision of such materials. Caltrans may reserve the right to approve SBCTA provided materials.

(c) Should the work require the procurement and availability of any materials not ordinarily in Caltrans possession or provided by SBCTA, Caltrans shall obtain SBCTA's prior written approval to procure said inventory so that it is available for deployment or use as needed. Any inventory procured by Caltrans, with SBCTA's prior written approval, shall be charged to SBCTA upon procurement. If this FMA is terminated, SBCTA shall promptly take possession of any such inventory if it is in Caltrans' possession.

6. Payment

SBCTA will pay Caltrans for Maintenance Services in accordance with the following provisions:

6.1 SBCTA will reimburse Caltrans monthly in arrears its Actual Costs based on detailed itemized invoices. Invoices shall be submitted within twenty-five (25) days after the close of each monthly billing period and shall be itemized by Caltrans Highway Maintenance Program Code as set forth in the Maintenance Manual.

6.2 Caltrans' charges for Maintenance Services, including the costs of labor, equipment, vehicles and materials, shall be billed at the prevailing rate charged by Caltrans to all similarly situated agencies throughout the State. Caltrans' billing methods shall conform to Caltrans' standard practices for billing maintenance work done for others.

6.3 Caltrans shall maintain, in accordance with generally accepted accounting practices, complete and accurate records that support all billings. These records shall be made available to SBCTA representatives for review during normal business hours for a period of three years after payment of said billings. For a period of three years after payment, SBCTA shall have the right, using an independent auditor acceptable to Caltrans, to audit such billings and related accounting records. At SBCTA's sole option, such billings may be audited at any reasonable interval. In the event that such audit demonstrates that the invoiced and paid costs were greater than actually incurred, Caltrans shall refund any overpayment.

6.4 Provided that no disputes arise regarding the contents of an invoice, SBCTA shall pay all invoices within thirty (30) days after receipt from Caltrans. Disputes regarding invoices shall be resolved in accordance with the dispute resolution provisions set forth in Section 19.6 of the TFA.

7. Term and Termination

7.1 **Term.** This FMA shall become effective commencing as of the opening day, and shall continue in effect for so long as the TFA is in effect (the "Term"), unless earlier terminated pursuant to the termination provisions of this FMA, or extended pursuant to an amendment. The indemnity provisions set forth in Section 9 shall survive any termination or expiration of this FMA.

7.2 **Causes of Termination.** This FMA and all rights and duties hereunder shall cease and terminate upon the first to occur of any of the following:

7.2.1 The expiration or termination of the TFA: This FMA shall automatically terminate upon any termination of the TFA without the need for separate notice;

7.2.2 The election of SBCTA upon a default by Caltrans pursuant to Section 7.3.2 effective on the date specified in the notification of termination, or a default by Caltrans pursuant to Sections 7.3.1 or 7.3.3 which is not cured as provided in Section 7.5.1;

7.2.3 The election of Caltrans upon a default by SBCTA which is not cured as provided in Section 7.5.2;

7.2.4 The election by SBCTA upon six months advance written notice to Caltrans;

7.2.5 The election by SBCTA under the circumstances set forth in Section 3.2.2 (c); or

7.2.6 The election by Caltrans upon ~~SIX~~ months advance written notice to SBCTA.

7.3 Default by Caltrans.

The following shall constitute a default by Caltrans:

7.3.1 Caltrans refuses or fails to supply sufficient personnel, equipment or repeatedly, persistently or chronically fails to perform the Maintenance Services in accordance with the terms of this FMA under Section 3 and the Work Plan or otherwise fails to provide all Maintenance Services as required by this FMA;

7.3.2 Caltrans materially breaches any other provision of this FMA.

For the purposes of this FMA, a material breach shall include any material failure by Caltrans to perform the Maintenance Services in accordance with the Maintenance Manual.

7.4 Default by SBCTA.

SBCTA shall be in default under this FMA if it fails to pay within forty-five (45) days after receipt, any invoice issued under Section 6 of this FMA not subject to dispute resolution procedures.

7.5 Cure of Default.

7.5.1 SBCTA shall notify Caltrans in writing of any alleged default by Caltrans pursuant to Sections 7.3.1 or 7.3.2. Caltrans shall have thirty (30) days to respond to such notice. If Caltrans fails to commence or fails to diligently continue to cure any default pursuant to Sections 7.3.1 or 7.3.2 within such cure period, SBCTA may, terminate this FMA upon fifteen (15) days written notice to Caltrans. In the event of such termination, SBCTA shall pay Caltrans only for those services performed prior to such termination.

7.5.2 Caltrans shall notify SBCTA in writing of any alleged default by SBCTA. Upon receipt of such notice:

(a) SBCTA shall have thirty (30) days to respond to such notice. If SBCTA fails to commence or fails to diligently continue to cure any default within such cure period, Caltrans may terminate this FMA upon fifteen (15) days written notice to SBCTA. In the event of such termination, SBCTA shall pay Caltrans only for those services performed prior to such termination.

7.5.3 Termination of this FMA by either Party as permitted above in Section 7.2 shall not prejudice any other legal right or remedy of the terminating Party related to the alleged default.

7.5.4 In the case of default by a Party in the performance of any obligations hereunder, the non-defaulting Party may, without prejudice to its rights against the defaulting Party arising from such default, arrange for such obligation to be performed by the employees of the non-defaulting Party or by a third party as permitted herein and by the TFA.

7.6 No Effect on Other Agreements or Permits.

Termination of this FMA shall not in any way jeopardize the validity of the TFA, or any other agreements to which SBCTA and Caltrans are Parties or any permits issued by Caltrans to SBCTA. To the extent there are any inconsistencies or conflicts between this FMA and the agreements identified herein, the FMA shall be secondary to the terms of those agreements and the terms of those agreements shall prevail.

8. Assignment

SBCTA may, without consent of Caltrans, grant to any of SBCTA's lenders or any Leasehold Mortgagee a security interest in all of its right, title and interest in this FMA. Assignment for other reasons by either Party shall be subject to approval by the other Party, which approval shall not unreasonably be withheld or delayed. In the event any of SBCTA's lenders or Leasehold Mortgagee requires (i) verification of the existence and status of this FMA, (ii) execution of documents effecting or perfecting a lender's or Leasehold Mortgagee's security interest in this FMA, or (iii) amendment or modification of this FMA in a manner which does not involve a material change of benefits to or burdens on Caltrans, Caltrans will promptly cooperate with all such requirements. SBCTA may assign all of its rights, title and interest in and to this FMA to any successor in interest in and to SBCTA's ownership of the Toll Facility in accordance with any applicable notice and/or approval requirements set forth in the TFA.

9. Indemnification and Liability

9.1 Neither Caltrans nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by SBCTA and/or its employees, agents or contractors under or in connection with any work, authority or jurisdiction conferred upon SBCTA under this FMA. It is understood and agreed that SBCTA, to the extent permitted by law, will defend, indemnify and save harmless Caltrans and all its officers and employees from all claims, suits or actions of every name, kind and description including but not limited to, tortious, contractual, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by SBCTA and/or its employees, agents or contractors under this FMA.

9.2 Neither SBCTA nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by Caltrans and/or its employees, agents or contractors under or in connection with any work, authority or jurisdiction conferred upon Caltrans under this FMA. It is understood and agreed that, Caltrans, to the extent permitted by law, will defend, indemnify and save harmless SBCTA and all its officers and employees from all claims, suits or actions of every name, kind and description including but not limited to, tortious, contractual, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by Caltrans and/or its employees, agents or contractors under this FMA.

10. Work Stoppages and Reduction

10.1 Work Stoppages.

In the event of a work stoppage or other job action by Caltrans personnel, all Maintenance Services and other functions required to be performed pursuant to this FMA shall be provided at the earliest practical time by any reasonably available Caltrans resources. If Caltrans is unable to provide such service, SBCTA may provide written notice to Caltrans of its intent to obtain such services from third parties for the duration of such work stoppage.

10.2 Reduction of Maintenance Services.

If as a result of Force Majeure, or for any other reason, SBCTA is unable to operate the Toll Facility, at SBCTA's option, upon written notice from SBCTA, Caltrans shall immediately reduce, to the extent reasonably requested by SBCTA and consistent with the Maintenance Manual and the TFA, its Maintenance Services on the Toll Facility until further notice from SBCTA. If as a result of Force Majeure, Caltrans is unable to maintain the Toll Facility, at Caltrans' option, upon written notice from Caltrans, Caltrans may immediately reduce its Maintenance Services on the Toll Facility, to the extent such services are impacted by the Force Majeure event, until further notice from Caltrans.

11. Miscellaneous

11.1 **Integration.** This FMA, and the TFA Agreement embody the entire and integrated understanding between Caltrans and SBCTA regarding the matters expressly addressed herein and supersede all prior negotiations, representations, proposals or understandings, either written or oral, with respect to such matters expressly addressed herein.

11.2 **No Third-Party Beneficiary.** Nothing contained in this FMA shall create a contractual relationship with or a cause of action in favor of a third party (other than SBCTA's lenders and Leasehold Mortgagees, to the extent such parties are granted rights hereunder pursuant to Section 9) against Caltrans and/or SBCTA.

11.3 **Headings.** The titles and headings of the sections of this MA have been inserted for convenience of reference only and are not to be considered parts hereof, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of this FMA or any provision herein or in ascertaining intent, if any question of intent should arise.

11.4 Interpretation. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include the correlative words of feminine and neuter genders and vice versa, and words of singular number shall be construed to include correlative words of plural number and vice versa. Words importing persons include firms, agencies, associations, and corporations. The words "herein," "hereby," "hereof" and "hereunder" and words of similar import refer to this FMA as a whole.

11.5 FMA to be Taken as a Whole. The Parties hereby acknowledge and agree that the constituent terms and provisions of this FMA are not intended to be implemented or construed in isolation, but rather comprise and are intended to be implemented and construed within the context of this FMA in its entirety. Accordingly, the Parties hereby covenant and agree, to the fullest extent permitted by the Laws and Regulations, to abide by and not to challenge or dispute the validity or enforceability of any of the terms or conditions of this FMA.

11.6 Severability and Renegotiation. If any term of this FMA is found to be invalid or unenforceable by a court having proper jurisdiction, such finding shall not invalidate the remaining portions hereof, but such provisions shall remain in full force and effect; provided however, that the Parties shall immediately renegotiate, reasonably and in good faith, the term found to be invalid, as well as any other terms as necessary to achieve as nearly as possible the Parties' original contractual intent as evidenced hereby and in a manner which protects and preserves the Parties' procedural, economic and remedial expectations as set forth herein.

11.7 No Partnership or Joint Venture. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties.

11.8 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of either party shall be deemed to waive or render unnecessary such party's consent to or approval of any subsequent act of the other party. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this FMA.

11.9 Multiple Originals. Multiple copies of this FMA may be executed, and any such executed copy shall be deemed an original for all purposes.

11.10 Governing Law. This FMA shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in the California Superior Court for Riverside County.

11.11 Relationship to TFA. Nothing in this FMA shall have any effect upon the duties and obligations of Caltrans and SBCTA with respect to each other as established under the TFA.

11.12 Notices. All communication regarding the Maintenance Services provided under this FMA shall be sent as listed below, or to such other person or address as either party shall specify to the other party in writing:

California Department of Transportation District 8 Attn: Deputy District Director, Maintenance Division	San Bernardino County Transportation Authority 1170 W. 3 rd Street San Bernardino, CA 92410 Attn: Philip Chu, Toll Operations Administrator
With a copy to:	With a copy to:
Department of Transportation Legal Division 4050 Taylor Street M.S. -130 San Diego, CA 92110 Attn: Deputy Chief Counsel	SBCTA General Counsel 1170 W. 3 rd Street San Bernardino, CA 92410

11.13 Representations and Warranties of SBCTA. SBCTA hereby represents and warrants that it has the authority and is duly organized and licensed with the power and authority, in conformance with all of its rules and restrictions, to execute, deliver and perform this FMA, and the terms and conditions hereof are valid and binding obligations of SBCTA, and the execution and delivery by SBCTA of this FMA. SBCTA is aware of no principle of law which would render unenforceable or illegal, as to SBCTA, any provision of this FMA. To SBCTA's best knowledge, there is no litigation or other proceeding pending challenging SBCTA's authority to enter into this FMA or to perform this FMA in accordance with its terms and SBCTA is in compliance with all applicable Laws and Regulations. Nothing in this FMA shall be construed as requiring SBCTA to finance, design, construct or operate the Toll Facility or any component thereof. No further authorization is required on the part of SBCTA in order to permit the execution of this FMA.

11.14 Representations and Warranties of Caltrans. Caltrans hereby represents and warrants that it is a department of the State of California, duly organized and existing under the laws and Constitution of the State of California, is authorized by the Enabling Act to execute and deliver this FMA and to perform its obligations hereunder and thereunder, and by proper action has duly authorized the execution, delivery and performance of this FMA. The terms and conditions hereof are valid and binding obligations of Caltrans, and the execution and delivery by Caltrans of this FMA does not conflict with or constitute a breach of or default under the Enabling Act or any other law or regulation applicable to Caltrans, and to the best of Caltrans' knowledge after due inquiry, there is no restriction or prohibition which would impair or render unenforceable or illegal, as to Caltrans, any provision of this FMA. To Caltrans' best knowledge, there is no litigation or other proceeding pending challenging Caltrans' authority to enter into this FMA or to perform this FMA in accordance with its terms and Caltrans is in compliance with all applicable Laws and Regulations. The representations and warranties contained herein are, as of the date of execution hereof, accurate and complete and shall survive the term of this FMA. No further authorizations are required to be obtained by or on the part of Caltrans in order to permit the execution of this FMA.

[Signatures on following page]

SIGNATURE PAGE TO MAINTENANCE SERVICES AGREEMENT

STATE OF CALIFORNIA
DEPARTMENT OF
TRANSPORTATION

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: _____

By: _____
Raymond W. Wolfe, Ph.D.
Executive Director

APPROVED AS TO FORM AND
PROCEDURE:

APPROVED AS TO FORM:

By: _____

By: _____
Julianna K. Tillquist
General Counsel

CERTIFIED AS TO FUNDS:

By: _____

Exhibit A
Initial Operating Period Work Plan and Budget

[attached behind this page]

DRAFT

Time Period

Routine Maintenance (Every 6th Sunday) - Service from August 2023 through December 2024

<u>Labor</u>	<u>#Employees</u>	<u>Hours</u>	<u>Av Pay Per Hour</u>	<u>Total</u>	<u>Initial 18 Month (13 Closures)</u>	
Closure Crew Required	6	12	42.47	\$3,057.84	\$39,751.92	
Delineator Repair	5	8	42.47	\$1,698.80	\$22,084.40	
Sweeping	5	8	42.47	\$1,698.80	\$22,084.40	
Graffiti	2	8	42.47	\$679.52	\$8,833.76	
MAZEEP/CHP	3	12	114	\$4,104.00	\$53,352.00	
Prep Crew	4	4	42.47	\$679.52	\$8,833.76	
Admin/Meetings Etc.	2	2	42.47	\$169.88	\$2,208.44	
Labor Total				\$12,088.36	\$157,148.68	\$145,060.32

The closure crew will be first to arrive to set the closure and the last to leave to pick it up.

<u>Equipment</u>	<u>Usage</u>	<u>Rate/Hr</u>	<u>Total</u>	<u>Initial 18 Month (13 Closures)</u>	
Cone Body	8	\$3.34	\$26.72	\$347.36	
Dump Body	8	\$4.19	\$33.52	\$435.76	
Dump Body	8	\$4.19	\$33.52	\$435.76	
Cargo Body	8	\$3.93	\$31.44	\$408.72	
Utility Body	8	\$2.94	\$23.52	\$305.76	
Sign Seq Trailer	8	\$2.97	\$23.76	\$308.88	
Sign Seq Trailer	8	\$2.97	\$23.76	\$308.88	
Sign CMS Trailer	8	\$3.12	\$24.96	\$324.48	
Pickup 1/2 Ton	10	\$2.56	\$25.60	\$332.80	
Sweeper High Dump	8	\$13.87	\$110.96	\$1,442.48	
Cargo Body/Hoist	8	\$4.23	\$33.84	\$439.92	
Front End Loader	8	\$5.70	\$45.60	\$592.80	
Bucket Truck	8	\$3.00	\$24.00	\$312.00	
Equipment Total			\$461.20	\$5,995.60	\$5,534.40

<u>Material</u>	<u>QTY/Est</u>	<u>Rate</u>	<u>Total</u>	<u>Initial 18 Month (13 Closures)</u>	
Bituminous	4 Boxes	\$24.35	\$24.35	\$316.55	
Graffiti Paint	5 Gallons	\$31.50	\$31.50	\$409.50	
Bituminous Machine Supplies		\$3,500.00	\$3,500.00	\$3,500.00	
Toll Zone/Pad Lighting		\$500.00	\$500.00	\$500.00	
Material Total			\$4,055.85	\$4,726.05	\$670.20

Urgent Response/Call Out**Estimated Occurrence Per Month**

	<u>Min Hours</u>	<u># Employees</u>	<u>Rate</u>	<u>Total Est Hours</u>	<u>Total Cost</u>	<u>18 Mo Period</u>
Pothole/Spall Repair						
<u>Labor</u>	4	3	42.47	12	\$509.64	\$9,173.52
<u>Equipment</u>						
Utility Body	4		\$2.94	4	\$11.76	\$211.68
Dump Body	4		\$4.19	4	\$16.76	\$301.68
<u>Material</u>						
Bag Mix X 2			\$20.00		\$40.00	\$720.00
Sub-Total					\$578.16	\$10,406.88
Damaged/Displaced Barrier						
<u>Labor</u>	4	4	42.47	16	\$679.52	\$12,231.36

Equipment

Utility Body	4		\$2.94	4	\$11.76	\$211.68
Dump Body	4		\$4.19	4	\$16.76	\$301.68
Front End Loader	4		\$5.70	4	\$22.80	\$410.40

Material

Traffix/Unknown		Est to Replace	\$15,000.00			\$15,000.00
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Sub-Total \$730.84 \$28,155.12

Clear Drain/Flood

<u>Labor</u>	4	4	42.47	16	\$679.52	\$12,231.36
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Equipment

Utility Body	4		\$2.94	4	\$11.76	\$211.68
Dump Body	4		\$4.19	4	\$16.76	\$301.68
Vactor Truck	4		\$12.18	4	\$48.72	\$876.96

Material

None			0		0	\$0.00
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Sub-Total \$756.76 \$13,621.68

Spill Cleanup

<u>Labor</u>	4	6	42.47	24	\$1,019.28	\$18,347.04
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Equipment

Utility Body	4		\$2.94	4	\$11.76	\$211.68
Dump Body	4		\$4.19	4	\$16.76	\$301.68
Cone Body	4		\$3.34	4	\$13.36	\$240.48
CMS Trailer	4		\$3.12	4	\$12.48	\$224.64
Sign Trailer	4		\$2.97	4	\$11.88	\$213.84
Sweeper	4		\$13.87	4	\$55.48	\$998.64

Sub-Total \$1,141.00 \$20,538.00

ETC Electrical Service Repair (assume 2 repairs)

<u>Labor</u>	24	4	42.47	96	\$4,077.12	\$8,154.24
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Equipment

Pickup 1/2 Ton	24	2	\$2.56	48	\$122.88	\$245.76
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Material

Misc					\$10,000.00	\$20,000.00
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Sub-Total \$14,200.00 \$28,400.00

ETC Communications Network Repair (assume 1 repair)

<u>Labor</u>	16	4	42.47	64	\$2,718.08	\$2,718.08
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Equipment

Pickup 1/2 Ton	16	2	\$2.56	32	\$81.92	\$81.92
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Material

Misc					\$5,000.00	\$5,000.00
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Sub-Total \$7,800.00 \$7,800.00

Total Projected Workplan/Budget

18 Months (13 Closures)

Routine Maintenance	\$167,870.33
Pothole/Spall	\$10,406.88
Damaged/Displaced Barrier	\$28,155.12
Drain/Flood	\$13,621.68
Spill Cleanup	\$20,538.00
ETC Electrical Service Repair	\$28,400.00
ETC Communications Network Repair	\$7,800.00
Sub-total Routine Maint/Response	\$276,792.01
15% Contingency	\$41,518.80
Total	\$318,310.81

(Estimates Only) costs can vary based on location of incident, incident type and employees pay rate....

CHP MAZEPP Contract Costs Per Hour/Mile

1 Officer	\$102.48
Sergeant	\$124.67
Mileage	\$1.41

OT Rate Per

Caltrans Class Pay Rates

Hour

Highway Maint/Lndsc Worker	\$32.11
Equipment Operator 1	\$36.96
Equipment Operator 2	\$40.48
Maintenance Leadworker	\$44.20
Maintenance Supervisor	\$48.20
Maintenance Area	
Superintendent	\$52.88
	\$42.47

Minute Action

AGENDA ITEM: 16

Date: July 6, 2022

Subject:

Development Mitigation Annual Report for Fiscal Year Ending June 30, 2021

Recommendation:

Receive information on the Development Mitigation Annual Report for Fiscal Year ending June 30, 2021.

Background:

Preparation of the Development Mitigation Annual Report (DMAR) is an ongoing requirement of the San Bernardino County Transportation Authority (SBCTA) Congestion Management Program (CMP). The Valley and Victor Valley jurisdictions are required to provide information on development activity and the expenditure of development mitigation funds on projects contained in the Development Mitigation Nexus Study (Nexus Study) for Fiscal Year 2020/2021. The development fees collected are used by the jurisdictions as the local share of arterial, interchange, and railroad grade separation projects for which SBCTA provides the “public share.”

This agenda item provides a summary of the Valley and Victor Valley jurisdictions’ DMAR. Table 1 represents development mitigation data for each Valley and Victor Valley jurisdiction and Figure 1 presents a historical reference of development mitigation fees collected and dwelling units permitted. City data is provided in Table 1 and County data is provided in Table 2, organized by sphere of influence.

Implementation and maintenance of a development mitigation program is required of each local jurisdiction in the Valley and Victor Valley to maintain conformance with the SBCTA Land Use/Transportation Analysis Program of the CMP. Failure to submit the annual DMAR would result in non-compliance with the provisions of the Development Mitigation Program and other provisions in the CMP.

Based on the information provided to SBCTA, **\$53,027,331** in development mitigation fees for transportation projects was collected and **\$12,115,210** of development mitigation fees was expended on Nexus Study projects during Fiscal Year ending June 30, 2021. Of the approximately **\$53** million of transportation related development impact fees collected by local jurisdictions, a portion of the fees are associated with local projects that were not included in the Nexus Study, which addresses only regional projects. Therefore, not all of the fees will be expended on Nexus Study projects. The **\$53,027,331** of development mitigation represents an increase of **8.7%** in development mitigation revenue from the \$48,772,014 collected in Fiscal Year 2019/2020, which was a decrease of 18.4% from the \$59,733,855 collected in Fiscal Year 2018/2019.

Since the implementation of the SBCTA Development Mitigation Program began in Fiscal Year 2006/2007, a total of **\$520,062,703** has been collected and a total of **\$238,932,857** in development mitigation has been expended on projects contained in the SBCTA Development Mitigation Nexus Study. It should be noted that some of the data on quantities of development

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(units and square footage) could not be included in the table because it did not fit standard development type categories. However, all the fees for these developments were included.

The DMAR is an attempt to secure information on development fees collected and expended on Nexus Study projects in a manner that is less formal than a full audit. Overall, the annual reporting has been informative and provides the mechanism for SBCTA staff to monitor the level of development contributions being generated by local jurisdictions for projects included in the Nexus Study. Accurate and reliable information is imperative for implementation of the Measure I Valley Freeway Interchange, the Valley Major Street, Victor Valley Major Local Highway and Victor Valley Local Street Programs as outlined in the Measure I 2010-2040 Strategic Plan.

Table 1
City/Town Development Mitigation Summary Table
For the Year Ending June 30, 2021

City/Town	# of SF Units Permitted	# of MF & ADUs Permitted	Sq Ft of Commercial Permitted	Sq Ft of Office/ Institutional Permitted	Sq Ft of Industrial Permitted	Fees Collected in FY 20/21	Fees Expended on Nexus Projects in FY 20/21	Cumulative Dev. Mit. Revenue	Cumulative Dev. Mit. Expenditures On Nexus Projects
Adelanto	211	0	0	0	0	\$939,372	\$0	\$5,548,206	\$434,624
Apple Valley	81	19	862	8,008	0	\$605,003	\$0	\$12,319,192	\$8,981,193
Chino	143	145	0	3,949	2,421	\$4,193,791	\$802,740	\$66,205,547	\$3,601,722
Chino Hills	4	27	0	0	0	\$7,675	\$0	\$606,174	\$4,992,658
Colton	78	0	0	0	25,000	\$361,721	\$13,125	\$8,209,011	\$304,113
Fontana	611	32	46,293	40,729	2,325,275	\$6,788,854	\$632,756	\$78,012,997	\$49,252,991
Grand Terrace	1	0	0	0	0	\$4,063	\$0	\$2,028,859	\$292,790
Hesperia	216	16	7,000	6,000	0	\$2,332,864	\$302,260	\$27,573,794	\$28,444,977
Highland	8	0	5,753	0	103,468	\$729,317	\$0	\$7,706,274	\$0
Loma Linda	78	15	990,338	0	0	\$3,417,452	\$0	\$12,391,242	\$2,660,076
Montclair	0	0	16,353	16,923	49,618	\$253,465	\$0	\$3,992,384	\$234,305
Ontario	793	1,185	42,270	22,266	978,682	\$3,192,124	\$5,369,693	\$54,363,958	\$43,538,470
Rancho Cucamonga	20	527	1,575	21,339	743,735	\$8,174,413	\$0	\$60,158,152	\$7,901,709
Redlands	66	308	46,267	210,151	9,966	\$899,303	\$0	\$16,227,735	\$4,898,376
Rialto	141	20	61,682	0	127,007	\$1,202,967	\$2,226,909	\$42,353,083	\$20,220,649
San Bernardino	248	52	0	61,834	2,113,620	\$4,198,336	\$59,523	\$23,523,603	\$9,087,426
Upland	103	105	1,000	1,000	4,000	\$7,191,744	\$1,508,313	\$22,934,672	\$3,882,676
Victorville	606	0	40,900	0	106,000	\$3,917,418	\$819,008	\$31,140,567	\$36,791,678
Yucaipa	53	0	0	5,000	0	\$177,290	\$380,882	\$6,935,989	\$10,366,709
Total	3,461	2,451	1,260,293	397,199	6,588,792	\$48,587,172	\$12,115,210	\$482,231,442	\$235,887,142

Notes:

1. May include fees from other sources not listed in the summary table
2. Only includes revenue collected beginning FY06/07
3. Only includes expenditure of development mitigation fees
4. Adelanto only tracks "residential" and "non-residential" development

Table 2
San Bernardino County Development Mitigation Summary Table
For the Year Ending June 30, 2021

County Sphere/Subarea	# of SF Units Permitted	# of MF & ADUs Permitted	Sq Ft of Commercial Permitted	Sq Ft of Office/ Institutional Permitted	Sq Ft of Industrial Permitted	Fees Collected in FY 20/21*	Fees Expended on Nexus Projects in FY 20/21	Cum. Dev. Mit. Rev.**	Cum. Dev. Mit. Exp. On Nexus Projs***
Adelanto Sphere	0	0	0	0	0	\$0	\$0	\$0	\$0
Apple Valley Sphere	41	2	0	0	0	\$117,282	\$0	\$917,804	\$0
Chino Sphere	1	0	0	6,716	0	\$76,664	\$0	\$535,344	\$388
Colton Sphere	1	112	2,500	0	0	\$371,352	\$0	\$403,887	\$0
Devore/Glen Helen	1	2	0	0	0	\$14,943	\$0	\$169,332	\$148,337
Fontana Sphere	3	15	383	0	195,946	\$1,155,898	\$0	\$6,414,237	\$514,777
Hesperia Sphere	37	1	0	0	0	\$374,052	\$0	\$2,986,950	\$622,315
Loma Linda Sphere	0	0	0	14,190	0	\$61,159	\$0	\$250,083	\$0
Montclair Sphere	3	41	5,332	0	0	\$157,671	\$0	\$218,772	\$0
Redlands Sphere	14	1	0	2,358	0	\$126,898	\$0	\$1,154,827	\$0
Redlands Donut Hole	0	0	0	0	405,773	\$615,559	\$0	\$11,394,117	\$124,601
Rialto Sphere	2	0	158,466	0	0	\$968,168	\$0	\$10,666,954	\$1,635,297
San Bernardino Sphere	7	34	1,600	0	97,743	\$269,535	\$0	\$1,433,249	\$0
Upland Sphere	3	0	0	0	0	\$3,465	\$0	\$185,839	\$0
Victorville Sphere	20	0	0	0	0	\$127,512	\$0	\$1,099,864	\$0
Yucaipa Sphere	0	0	0	0	0	\$0	\$0	\$0	\$0
Total	133	208	168,281	23,264	699,462	\$4,440,159	\$0	\$37,831,261	\$3,045,715
GRAND TOTAL	3,594	2,659	1,428,574	420,463	7,288,254	\$53,027,331	\$12,115,210	\$520,062,703	\$238,932,857

Notes:

* - May include fees from other sources not listed in the summary table

** - Only includes revenue collected beginning FY06/07

*** - Only includes expenditure of development mitigation fees

Figure 1
Development Mitigation Trends



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Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget.

Reviewed By:

This item was received by the General Policy Committee on May 11, 2022 and has since been modified to incorporate late input received from the City of San Bernardino on May 26, 2022. The remainder of the input for this item was solicited via an email distributed to the Transportation Technical Advisory Committee (TTAC) in late August 2021 and a draft of the completed item was distributed to TTAC in April 2022.

Responsible Staff:

Ginger Koblasz, Senior Planner

Approved
Board of Directors
Date: July 6, 2022

Witnessed By:

Minute Action

AGENDA ITEM: 17

Date: July 6, 2022

Subject:

2021 Update of the Development Mitigation Nexus Study

Recommendation:

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

Approve the 2021 Update to the San Bernardino County Transportation Authority Development Mitigation Nexus Study.

Background:

California State law requires that the San Bernardino County Transportation Authority (SBCTA) update the Congestion Management Program (CMP) every two years. The Development Mitigation Nexus Study (Nexus Study), Appendix G of the CMP, is also updated every two years as part of the CMP update. The Nexus Study is being updated so that jurisdictions have this information available for their transportation fee program updates according to the normal update cycles identified in the Nexus Study. Local jurisdictions in the Valley and Victor Valley collect development impact fees (DIF) for regional arterial, interchange, and rail/highway grade separation projects, and use those funds to match Measure I funding when these projects are developed and constructed. Appendix F of the CMP outlines the provisions and requirements of the Nexus Study, particularly the development and maintenance of the Nexus Study project lists and cost estimates. Appendix F was first adopted by the SBCTA Board of Directors and incorporated into the CMP in 2005.

The Nexus Study Update has been underway since August 2021. Staff discussed the update with the Transportation Technical Advisory Committee (TTAC) and distributed a formal request for information. Jurisdictions were asked to update arterial and interchange project lists, including the addition or deletion of projects, modifications to project limits and changes to project costs. SBCTA staff updated the interchange and arterial project tables in the Nexus Study. A draft 2021 Update of Table 3: Interchange Improvements and 2021 Costs, Including a Comparison to 2020 Nexus Study Costs, and Nexus Study Arterial Projects by jurisdiction were distributed to Valley and Victor Valley representatives on the TTAC in late August 2021.

In addition, Table 6: Railroad Grade Crossing Projects on Nexus Study Network, is included, which incorporates current project cost information. Nexus Study arterial project updates to the SBCTA Nexus Study as of 2021 are being provided as Attachment 1. Modifications included adding or deleting projects, modifying project scope (including project limits), adjusting project costs and updating the associated tables for each local jurisdiction.

The most important tables in the Nexus Study Update are Tables 7 and 8 for 2021, which document the development share of total costs that need to be met or exceeded with the transportation DIF programs that are updated by the Valley and Victor Valley cities and the County of San Bernardino (County). For comparison purposes, Tables 7 and 8 from the 2020 Nexus Study Update, are included in the attachment. The costs in Table 7 are for the cities, and the costs in Table 8 are for the County spheres of influence. The overall mitigation cost decrease

Entity: San Bernardino County Transportation Authority

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is approximately 3.1% percent when compared to the 2020 Nexus Study. The 2020 change relative to 2017 was approximately a 6.5% percent increase.

A draft update of the Nexus Study Appendix G Tables 3 through 8, and updated cost estimates for local arterial projects have been included as attachments. Following approval of the updated Nexus Study, it will replace the public version currently available on SBCTA's public website and a request will be sent to Valley and Victor Valley jurisdictions to update their fee programs according to the schedule in Table 10 of the Nexus Study. Jurisdictions may defer any changes for one year following adoption of the 2021 Nexus Study Update.

Financial Impact:

This item is consistent with the Fiscal Year (FY) 2021/2022 and FY 2022/2023 Adopted Budgets.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on May 11, 2022. Input for this item was solicited via an email distributed to the Transportation Technical Advisory Committee (TTAC) in late August 2021 and a draft of the completed item was distributed to TTAC in March 2022.

Responsible Staff:

Ginger Koblasz, Senior Planner

Approved
Board of Directors
Date: July 6, 2022

Witnessed By:



San Bernardino County Transportation Authority

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•San Bernardino County Transportation Commission •San Bernardino County Transportation Authority
 •San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies

Development Mitigation Nexus Study Update to Tables 3 through 8

Appendix G of the SBCTA Congestion Management Program

**prepared by the
 San Bernardino County Transportation
 Authority (SBCTA)**

2021

Table 3
Interchange Improvements and 2021 Costs,
Inlcuding a Comparison to 2020 Nexus Study Costs






Interchange		Lead Agency	2020 Estimate (\$Millions)	2021 Estimate (\$Millions)	Federal Earmark/State Buy-Down (\$Millions)	Source of Cost Estimate	Year Estimate Prepared
	Ramona	Chino	\$30.00	\$30.00		SBCTA	2011
	Central	SBCTA	\$33.71	\$36.03		SBCTA	2020
	Mountain	Ontario/Chino	\$15.00	\$15.00		Ontario DIF & SBCTA	2012
	Euclid:						
	- Phase 1 (Widen WB exit)	Caltrans	\$0.52	\$0.52	\$0.26	Ontario DIF & SBCTA	2015
	- Phase 2 (Widen EB exit)	Ontario	\$0.69	\$0.69			2015
	- Phase 3 (Widen EB/ WB on-ramps)	Ontario	\$9.39	\$9.39			2015
	Grove	Ontario	\$50.81	\$50.81		Ontario DIF & SBCTA	2012
	Vineyard	Ontario	\$50.81	\$50.81		Ontario DIF & SBCTA	2012
	Archibald	SBCTA	\$23.19	\$27.70		SBCTA	2020
	Monte Vista	Montclair	\$33.01	\$33.15		SBCTA	2020
	Euclid	Upland	\$8.97	\$8.97		SBCTA	2020
	Grove/4th	Ontario	\$21.57	\$21.57	\$3.83	Ontario	2020
	Vineyard	Ontario	\$3.01	\$3.01		SBCTA	2020
	Cherry*	SBCTA	\$99.68	\$107.66	\$1.46	SBCTA	2017
	Beech	Fontana	\$114.00	\$114.00		Fontana	2011
	Citrus*	SBCTA	\$77.65	\$83.86		SBCTA	2013
	Alder	Fontana	\$99.00	\$99.00		Fontana	2011
	Cedar	County	\$111.35	\$109.83		SBCTA	2020
	Riverside						
	- Phase 1 (Ramps)*	SBCTA	\$52.70	\$52.70		SBCTA/ Rialto SBCTA	2014
	- Phase 2 (Bridge)	Rialto	\$23.01	\$37.95	\$8.80		2020
	Pepper:						
	- Pepper/Valley*	Colton/County	\$17.23	\$17.23	\$7.10	PAA	2011
	- Ramps/Bridge*	Colton/County	\$9.51	\$9.93		SBCTA	2019
	Mt. Vernon	Colton	\$55.13	\$71.59		SBCTA	2020
	Tippecanoe*	SBCTA	\$85.86	\$79.14	\$35.30	SBCTA	2015
	Mountain View	Loma Linda	\$25.45	\$25.45		SBCTA	2015
	California	Redlands	\$58.50	\$58.50		SBCTA	2011
	Alabama	SBCTA	\$15.17	\$14.38		SBCTA	2020
	University	Redlands	\$5.44	\$5.84		SBCTA	2020
	Wabash	County	\$40.00	\$40.00		County	2013
	Live Oak*	SBCTA	\$32.29	\$17.94		PAA	2011
	Wildwood	Yucaipa	\$52.64	\$1.75		Yucaipa	2020

Table 3 Continue

	Interchange	Lead Agency	2020 Estimate (\$Millions)	2021 Estimate (\$Millions)	Federal Earmark/State Buy-Down (\$Millions)	Source of Cost Estimate	Year Estimate Prepared
	6th/Arrow	Rancho	\$91.30	\$91.30		FTIP	2013
	Baseline*	Rancho	\$55.51	\$48.97	\$31.00	SBCTA	2016
	Duncan Canyon*	Fontana	\$39.53	\$39.53	\$2.10	Fontana	2013
	Sierra	Rialto	\$12.70	\$13.89		SBCTA	2011
	Ranchero*	Hesperia	\$64.26	\$64.26	\$7.80	Hesperia	2015
	Muscatel	Hesperia	\$71.00	\$71.00		Project DB	2011
	Eucalyptus	Hesperia	\$61.00	\$61.00		FTIP	2013
	Bear Valley	Victorville	\$25.00	\$25.00		Victorville	2009
	La Mesa/Nisqualli*	Victorville	\$121.50	\$121.50	\$9.40	Victorville	2015
	University	SB City	\$15.36	\$18.57		PSR-PDS	2020
	Campus	SB City	\$60.00	\$60.00		SB City	2015
	Palm	SB City	\$11.60	\$11.60		SB City	2015
	Waterman	SB City	\$53.80	\$5.89		SB City	2015
	Del Rosa	SB City	\$38.00	\$38.00		SB City	2015
	Baseline	SBCTA	\$34.90	\$32.07		Highland	2020
	5th	Highland	\$12.40	\$15.83		Highland	2020

*Completed Project: Escalated Cost

Definitions

PSR – Project Study Report

PPR – Project Programming Request provided by local jurisdiction or SBCTA

PAA – Project Advancement Agreement

FTIP – Federal Transportation Improvement Program

Table 4. Estimate of Development’s Percent Fair Share of Interchange Costs, by Interchange and Jurisdiction

Fwy.	Interchange	Fair Share %	2021 Cost (\$mill)	Buy Down	Chino	Chino Sphere	Montclair	Montclair Sphere	Upland	Upland Sphere	Ontario	Fontana	Fontana Sphere	Rancho Cucamonga	Rialto	Rialto Sphere	Colton	Colton Sphere	San Bernardino	San Bernardino Sphere	Loma Linda	Loma Linda Sphere	Redlands	Donut Hole	Redlands Sphere	Highland	Yucaipa	Hesperia	Hesperia Sphere	Victorville	Victorville Sphere	Adelanto	Apple Valley	Apple Valley Sphere		
SR-60	Ramona	31.3%	\$30.00		53.6%	16.7%	7.7%	22.0%																												
	Central	58.8%	\$36.03		91.8%	0.9%	0.6%	6.7%																												
	Mountain	46.2%	\$15.00		49.6%						50.4%																									
	Euclid	44.5%	\$10.60		43.0%						57.0%																									
	Grove	48.3%	\$50.81		1.2%						98.8%																									
	Vineyard	60.3%	\$50.81		6.7%						93.3%																									
Archibald	66.1%	\$27.70								100.0%																										
I-10	Monte Vista	24.1%	\$33.15				73.5%			26.5%																										
	Euclid	17.4%	\$8.97						60.0%		40.0%																									
	Grove/4th	17.1%	\$21.57	(\$3.83)					13.7%		63.7%			22.6%																						
	Vineyard	60.0%	\$3.01								100.0%																									
	Cherry*	35.4%	\$107.66	(\$1.46)								36.0%	64.0%																							
	Beech	50.0%	\$114.00									69.9%	30.1%																							
	Citrus*	38.4%	\$83.86									99.4%	0.6%																							
	Alder	50.0%	\$99.00									71.2%				28.8%																				
	Cedar	30.0%	\$109.83									11.9%			19.5%	68.6%																				
	Riverside, Phase I*	27.4%	\$52.70	\$8.8											65.9%	7.9%	26.2%																			
	Riverside, Phase II	27.4%	\$37.95												65.9%	7.9%	26.2%																			
	Pepper, Phase I*	34.0%	\$17.23														1.8%	91.9%	2.2%	4.1%																
	Pepper, Phase II	34.0%	\$9.93	(\$7.1)													1.8%	91.9%	2.2%	4.1%																
	Mt. Vernon	5.1%	\$71.59														100.0%																			
	Tippecanoe*	34.6%	\$79.14	(\$35.3)															50.0%		50.0%															
	Mountain View	37.8%	\$25.45																20.0%		70.0%	6.1%	3.9%													
	California	47.8%	\$58.50																			37.9%	22.4%	14.6%	25.2%											
	Alabama	50.5%	\$14.38																					34.9%	65.1%											
	University	17.9%	\$5.84																					100.0%												
	Wabash	35.8%	\$40.00																					12.5%		87.5%										
	Live Oak*	37.0%	\$17.94																					1.0%				99.0%								
	Wildwood	50.0%	\$1.75																									99.0%								
I-15	6th/Arrow	50.0%	\$91.30										10.0%	90.0%																						
	Baseline*	50.0%	\$48.97	(\$13.0)								33.4%		66.6%																						
	Duncan Canyon*	77.3%	\$39.53	(\$2.1)								99.1%	0.9%																							
	Sierra	80.3%	\$13.89									27.9%	1.4%		64.6%	6.1%																				
	Ranchero*	57.5%	\$64.26	(\$7.8)																								93.2%	5.9%					0.9%		
	Joshua/Muscatel	58.7%	\$71.00																								95.0%	5.0%								
	Eucalyptus	57.4%	\$61.00																								53.2%			46.8%						
	Bear Valley	31.3%	\$25.00																									15.0%			53.0%		31.0%	1.0%		
	La Mesa*	50.0%	\$121.50	(\$9.4)																										78.8%	1.6%		19.6%			
I-215	University	15.8%	\$18.57	(\$0.7)												2.2%			42.9%	54.9%																
	Pepper/Linden	50.0%	\$60.00																100.0%																	
	Palm	35.7%	\$11.60																		50.0%															
SR-210	Waterman	18.2%	\$5.89																100.0%																	
	Del Rosa	32.8%	\$38.00																63.0%	9.0%						28.0%										
	Baseline	41.9%	\$32.07																							100.0%										
	5th	44.1%	\$15.83																5.2%				1.4%				93.4%									
Total			\$1,236.38	(\$71.9)																																

Table 5. Estimate of Development’s Fair Share of Interchange Costs, by Interchange and Jurisdiction

Fwy.	Interchange	Fair Share %	2021 Cost (\$mill)	Buy Down	Chino	Chino Sphere	Montclair	Montclair Sphere	Upland	Upland Sphere	Ontario	Fontana	Fontana Sphere	Rancho Cucamonga	Rialto	Rialto Sphere	Colton	Colton Sphere	San Bernardino	San Bernardino Sphere	Loma Linda	Loma Linda Sphere	Redlands	Donut Hole	Redlands Sphere	Highland	Yucaipa	Hesperia	Hesperia Sphere	Victorville	Victorville Sphere	Adelanto	Apple Valley	Apple Valley Sphere	Sum of Fair Shares	
SR-60	Ramona	31.3%	\$30.00		\$5.03	\$1.57	\$0.72	\$2.07																										\$9.39		
	Central	58.8%	\$36.03		\$19.45	\$0.19	\$0.13	\$1.42																										\$21.19		
	Mountain	46.2%	\$15.00		\$3.44						\$3.49																							\$6.93		
	Euclid	44.5%	\$10.60		\$2.03						\$2.69																							\$4.72		
	Grove	48.3%	\$50.81		\$0.29						\$24.25																							\$24.54		
	Vineyard	60.3%	\$50.81		\$2.05						\$28.59																								\$30.64	
	Archibald	66.1%	\$27.70								\$18.31																								\$18.31	
I-10	Monte Vista	24.1%	\$33.15				\$5.87		\$2.12																										\$7.99	
	Euclid	17.4%	\$8.97						\$0.94		\$0.62																								\$1.56	
	Grove/4th	17.1%	\$21.57	(\$3.83)					\$0.42		\$1.93			\$0.69																					\$3.03	
	Vineyard	60.0%	\$3.01								\$1.80																								\$1.80	
	Cherry*	35.4%	\$107.66	(\$1.46)								\$13.53	\$24.06																						\$37.59	
	Beech	50.0%	\$114.00									\$39.84	\$17.16																						\$57.00	
	Citrus*	38.4%	\$83.86									\$32.01	\$0.19																						\$32.20	
	Alder	50.0%	\$99.00									\$35.24				\$14.26																			\$49.50	
	Cedar	30.0%	\$109.83									\$3.92				\$6.43	\$22.60																		\$32.95	
	Riverside, Phase I*	27.4%	\$52.70	\$8.8												\$11.10	\$1.33	\$4.42																	\$16.85	
	Riverside, Phase II	27.4%	\$37.95													\$6.85	\$0.82	\$2.73																	\$10.40	
	Pepper, Phase I*	34.0%	\$17.23														\$0.11	\$5.38	\$0.13	\$0.24															\$5.86	
	Pepper, Phase II	34.0%	\$9.93	(\$7.1)													\$0.02	\$0.88	\$0.02	\$0.04															\$0.96	
	Mt. Vernon	5.1%	\$71.59															\$3.65																		\$3.65
	Tippecanoe*	34.6%	\$79.14	(\$35.3)																\$7.59		\$7.59														\$15.18
	Mountain View	37.8%	\$25.45																	\$1.92		\$6.73	\$0.59	\$0.38												\$9.62
	California	47.8%	\$58.50																			\$10.59	\$6.26	\$4.08	\$7.04											\$27.96
	Alabama	50.5%	\$14.38																					\$2.53	\$4.73											\$7.26
	University	17.9%	\$5.84																					\$1.05												\$1.05
	Wabash	35.8%	\$40.00																					\$1.79		\$12.53										\$14.32
	Live Oak*	37.0%	\$17.94																					\$0.07				\$6.57								\$6.64
	Wildwood	50.0%	\$1.75																									\$0.88								
I-15	6th/Arrow	50.0%	\$91.30										\$4.57	\$41.09																						\$45.65
	Baseline*	50.0%	\$48.97	(\$13.0)								\$6.01		\$11.98																						\$17.99
	Duncan Canyon*	77.3%	\$39.53	(\$2.1)								\$28.70	\$0.26																							\$28.96
	Sierra	80.3%	\$13.89									\$3.11	\$0.16		\$7.20	\$0.68																			\$11.15	
	Ranchero*	57.5%	\$64.26	(\$7.8)																								\$30.24	\$1.91				\$0.29		\$32.45	
	Joshua/Muscatel	58.7%	\$71.00																									\$39.59	\$2.09							\$41.68
	Eucalyptus	57.4%	\$61.00																									\$18.63		\$16.39						\$35.01
	Bear Valley	31.3%	\$25.00																										\$1.17	\$4.15		\$2.43	\$0.08		\$7.83	
La Mesa*	50.0%	\$121.50	(\$9.4)																									\$1.17	\$44.16	\$0.90	\$10.98				\$56.04	
I-215	University	15.8%	\$18.57	(\$0.7)												\$0.06			\$1.21	\$1.55															\$2.82	
	Pepper/Linden	50.0%	\$60.00																\$30.00																\$30.00	
	Palm	35.7%	\$11.60																\$2.07	\$2.07															\$4.14	
SR-210	Waterman	18.2%	\$5.89																\$1.07																\$1.07	
	Del Rosa	32.8%	\$38.00																\$7.85	\$1.12						\$3.49									\$12.46	
	Baseline	41.9%	\$32.07																						\$13.44										\$13.44	
	5th	44.1%	\$15.83																\$0.36				\$0.05			\$6.52									\$6.93	
Total			\$1,236.38	(\$71.9)	\$32.29	\$1.76	\$6.72	\$3.49	\$1.35	\$2.12	\$81.69	\$162.38	\$46.39	\$53.75	\$31.58	\$39.88	\$17.07	\$0.15	\$52.36	\$4.74	\$24.91	\$6.84	\$9.94	\$11.77	\$12.53	\$23.45	\$7.45	\$89.63	\$4.00	\$64.70	\$0.90	\$0.00	\$13.41	\$0.37	\$807.61	

Attachment: Nexus21_All_TableUpdates (8647 : 2021 Update of the Development Mitigation Nexus Study)

Table 6. Railroad Grade Crossing Projects on Nexus Study Network

Description	2021 Cost Estimate (\$1000s)	Buy Down	Location	Ratio Train Growth to 2030	Ratio Trip Growth to 2030	2021 Cost Allocation To Development (\$1000s)	Local Share
Olive Street in Colton on the San Bernardino Line	\$0		Colton	55%	43.6%	\$0	0.0%
Valley Boulevard in Colton on the San Bernardino Line	\$0		Colton	55%	43.6%	\$0	0.0%
Laurel Street in Colton (Replaces Valley)	\$60,647	(\$10,334)	Colton	55%	43.6%	\$9,861	19.6%
Fogg Street in Colton (Replaces Olive)	\$24,673		Colton	55%	43.6%	\$4,836	19.6%
Widen Mount Vernon Avenue grade separation in Colton on the Alhambra Line	\$0		Colton	55%	43.6%	\$0	0.0%
In Fontana on Citrus Avenue At Santa Fe Railroad, Construct Undercrossing For Existing 4 Lanes	\$0		Fontana	55%	32.1%	\$0	0.0%
Main Street in Grand Terrace on the San Bernardino Line	\$29,050		Grand Terrace	55%	39.9%	\$5,220	18.0%
In Hesperia on Rancho Road 7th Avenue To Danbury, Realign Road, Construct Railroad Undercrossing	\$32,015	(\$9,070)	Hesperia	55%	58.9%	\$6,084	26.5%
Mauna Loa/Lemon and BNSF Grade Separation (costs from feasibility study)	\$59,980		Hesperia	55%	58.9%	\$15,906	26.5%
Eucalyptus Road in Hesperia on the BNSF Line	\$0		Hesperia	55%	58.9%	\$0	0.0%
Beaumont Avenue in Loma Linda on the Yuma Line	\$24,901		Loma Linda	55%	38.8%	\$4,352	17.5%
Monte Vista Avenue in Montclair at the UPRR Crossing	\$31,460	(\$2,090)	Montclair	55%	18.9%	\$2,502	8.5%
Widen Central Avenue grade separation in Montclair on the Alhambra and Los Angeles Lines	\$0		Montclair	55%	18.9%	\$0	0.0%
Archibald Avenue in Ontario on the Los Angeles Line	\$59,486		Ontario	55%	44.4%	\$11,881	20.0%
North Milliken Avenue in Ontario on the Alhambra Line	\$40,621	(\$7,161)	Ontario	55%	44.4%	\$6,683	20.0%
South Milliken Avenue in Ontario on the Los Angeles Line	\$63,835	(\$2,482)	Ontario	55%	44.4%	\$12,254	20.0%
Vineyard Avenue in Ontario on the Alhambra Line	\$45,180	(\$2,074)	Ontario	55%	44.4%	\$8,609	20.0%
Haven Avenue in Rancho Cucamonga at Metrolink Crossing	\$21,069		Rancho	55%	28.7%	\$2,721	12.9%
Railroad crossing safety improvements at San Timoteo Road in Redlands on the Yuma Line	\$1,961		Redlands	55%	23.1%	\$204	10.4%
Palm Avenue in San Bernardino on the Cajon Line	\$23,667	(\$7,130)	San Bernardino	55%	32.4%	\$2,410	14.6%
Rialto Avenue in San Bernardino on the San Bernardino Line	\$25,803		San Bernardino	55%	32.4%	\$3,760	14.6%
Hunts Lane in San Bernardino/Colton on the Yuma Line	\$28,866	(\$9,499)	S. Bern./Colton	55%	38.0%	\$3,309	17.1%
Glen Helen Parkway in San Bernardino County on Cajon Line	\$30,978	(\$2,320)	County	55%	62.2%	\$8,021	28.0%

**Table 7. Summary of Fair Share Costs for Arterial, Interchange, and Railroad Grade Crossing Project Costs for Cities (through year 2030)
Cost in Millions of 2021 dollars**

Previous Fair Share

Jurisdiction	Ratio of Trip Growth to 2030 Trips (Development Share %)	Total Art. Cost (\$Mill)	2019/2020					
			Total Arterial Cost	Development Share of Total Arterial Cost	Public Share of Total Arterial Cost	Development Share Of Interchange Cost	Development Share Of Railroad Grade Separation Cost	Development Share of Total Cost
Adelanto	63.5%	\$89.42	\$222.08	\$141.02	\$81.05	\$0.00	\$0.00	\$141.02
Apple Valley	55.0%	\$140.39	\$311.98	\$171.72	\$140.27	\$13.41	\$0.00	\$185.13
Chino	35.2%	\$91.89	\$151.10	\$53.12	\$97.98	\$31.04	\$0.00	\$84.16
Chino Hills	13.7%	\$20.77	\$26.03	\$3.56	\$22.46	\$0.00	\$0.00	\$3.56
Colton	43.6%	\$36.48	\$64.35	\$28.03	\$36.32	\$15.02	\$16.35	\$59.40
Fontana	32.1%	\$233.45	\$438.69	\$140.89	\$297.80	\$159.87	\$0.00	\$300.76
Grand Terrace	39.9%	\$18.89	\$24.56	\$9.81	\$14.75	\$0.00	\$5.22	\$15.03
Hesperia*	58.9%	\$142.65	\$218.90	\$129.00	\$89.91	\$89.63	\$21.99	\$240.62
Highland	46.4%	\$96.18	\$202.05	\$93.77	\$108.27	\$23.22	\$0.00	\$116.99
Loma Linda	38.8%	\$54.41	\$102.57	\$39.83	\$62.74	\$26.08	\$4.35	\$70.26
Montclair	18.9%	\$6.02	\$10.00	\$1.89	\$8.11	\$6.69	\$2.50	\$11.08
Ontario	44.4%	\$180.24	\$233.46	\$103.62	\$129.84	\$78.70	\$39.43	\$221.75
Rancho Cucamonga	28.7%	\$60.04	\$131.83	\$37.83	\$94.00	\$55.93	\$2.72	\$96.48
Redlands*	23.1%	\$58.22	\$96.77	\$22.36	\$74.41	\$10.06	\$0.20	\$32.63
Rialto	40.9%	\$67.91	\$119.48	\$48.82	\$70.67	\$28.35	\$0.00	\$77.17
San Bernardino	32.4%	\$94.69	\$239.93	\$77.70	\$162.23	\$61.94	\$7.82	\$147.46
Upland*	39.4%	\$20.22	\$59.73	\$23.54	\$36.19	\$1.35	\$0.00	\$24.89
Victorville	49.0%	\$82.93	\$96.63	\$47.38	\$49.25	\$64.70	\$0.00	\$112.08
Yucaipa	30.9%	\$88.29	\$149.07	\$46.06	\$103.01	\$38.15	\$0.00	\$84.21
Total		\$1,583.09	\$2,899.22	\$1,219.95	\$1,679.26	\$704.15	\$100.59	\$2,024.69

Updated Fair Share

Jurisdiction	Ratio of Trip Growth to 2030 Trips (Development Share %)	Total Art. Cost (\$Mill)	2021					
			Total Arterial Cost	Development Share of Total Arterial Cost	Public Share of Total Arterial Cost	Development Share Of Interchange Cost	Development Share Of Railroad Grade Separation Cost	Development Share of Total Cost
Adelanto	63.5%	\$89.42	\$222.08	\$141.02	\$81.05	\$0.00	\$0.00	\$141.02
Apple Valley	55.0%	\$140.39	\$330.98	\$182.17	\$148.81	\$13.41	\$0.00	\$195.58
Chino	35.2%	\$91.89	\$246.59	\$86.69	\$159.90	\$32.29	\$0.00	\$118.98
Chino Hills	13.7%	\$20.77	\$42.03	\$5.76	\$36.27	\$0.00	\$0.00	\$5.76
Colton	43.6%	\$36.48	\$67.05	\$29.20	\$37.84	\$17.07	\$0.00	\$46.27
Fontana	32.1%	\$233.45	\$466.24	\$149.74	\$316.50	\$162.38	\$0.00	\$312.12
Grand Terrace	39.9%	\$18.89	\$24.56	\$9.81	\$14.75	\$0.00	\$0.00	\$9.81
Hesperia*	58.9%	\$142.65	\$218.90	\$129.00	\$89.91	\$89.63	\$0.00	\$218.63
Highland	46.4%	\$96.18	\$202.05	\$93.77	\$108.27	\$23.45	\$0.00	\$117.22
Loma Linda	38.8%	\$54.41	\$103.57	\$40.22	\$63.35	\$24.91	\$0.00	\$65.13
Montclair	18.9%	\$6.02	\$10.00	\$1.89	\$8.11	\$6.72	\$0.00	\$8.61
Ontario	44.4%	\$180.24	\$233.46	\$103.62	\$129.84	\$81.69	\$0.00	\$185.30
Rancho Cucamonga	28.7%	\$60.04	\$131.83	\$37.83	\$94.00	\$53.75	\$0.00	\$91.58
Redlands*	23.1%	\$58.22	\$96.77	\$22.36	\$74.41	\$9.94	\$0.00	\$32.30
Rialto	40.9%	\$67.91	\$125.13	\$51.12	\$74.00	\$31.58	\$0.00	\$82.70
San Bernardino	32.4%	\$94.69	\$239.93	\$77.70	\$162.23	\$52.36	\$0.00	\$130.06
Upland*	39.4%	\$20.22	\$59.73	\$23.54	\$36.19	\$1.35	\$0.00	\$24.89
Victorville	49.0%	\$82.93	\$96.50	\$47.31	\$49.18	\$64.70	\$0.00	\$112.01
Yucaipa	30.9%	\$88.29	\$153.97	\$47.57	\$106.40	\$7.45	\$0.00	\$55.02
Total		\$1,583.09	\$3,071.37	\$1,280.34	\$1,791.03	\$672.68	\$0.00	\$1,953.01

Table 7. Fair Share Change

Jurisdiction	Ratio of Trip Growth to 2030 Trips (Development Share %)	Total Art. Cost (\$Mill)	Change from 2019/2020					
			Total Arterial Cost	Development Share of Total Arterial Cost	Public Share of Total Arterial Cost	Development Share Of Interchange Cost	Development Share Of Railroad Grade Separation Cost	Development Share of Total Cost
Adelanto	63.5%	\$89.42	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Apple Valley	55.0%	\$140.39	\$19.00	\$10.46	\$8.54	\$0.00	\$0.00	\$10.46
Chino	35.2%	\$91.89	\$95.48	\$33.57	\$61.92	\$1.25	\$0.00	\$34.82
Chino Hills	13.7%	\$20.77	\$16.00	\$2.19	\$13.81	\$0.00	\$0.00	\$2.19
Colton	43.6%	\$36.48	\$2.69	\$1.17	\$1.52	\$2.04	-\$16.35	-\$13.13
Fontana	32.1%	\$233.45	\$27.56	\$8.85	\$18.71	\$2.51	\$0.00	\$11.36
Grand Terrace	39.9%	\$18.89	\$0.00	\$0.00	\$0.00	\$0.00	-\$5.22	-\$5.22
Hesperia*	58.9%	\$142.65	\$0.00	\$0.00	\$0.00	\$0.00	-\$21.99	-\$21.99
Highland	46.4%	\$96.18	\$0.00	\$0.00	\$0.00	\$0.23	\$0.00	\$0.23
Loma Linda	38.8%	\$54.41	\$1.00	\$0.39	\$0.61	-\$1.16	-\$4.35	-\$5.13
Montclair	18.9%	\$6.02	\$0.00	\$0.00	\$0.00	\$0.03	-\$2.50	-\$2.47
Ontario	44.4%	\$180.24	\$0.00	\$0.00	\$0.00	\$2.99	-\$39.43	-\$36.44
Rancho Cucamonga	28.7%	\$60.04	\$0.00	\$0.00	\$0.00	-\$2.18	-\$2.72	-\$4.90
Redlands*	23.1%	\$58.22	\$0.00	\$0.00	\$0.00	-\$0.12	-\$0.20	-\$0.32
Rialto	40.9%	\$67.91	\$5.64	\$2.31	\$3.34	\$3.22	\$0.00	\$5.53
San Bernardino	32.4%	\$94.69	\$0.00	\$0.00	\$0.00	-\$9.58	-\$7.82	-\$17.41
Upland*	39.4%	\$20.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Victorville	49.0%	\$82.93	-\$0.13	-\$0.07	-\$0.07	\$0.00	\$0.00	-\$0.07
Yucaipa	30.9%	\$88.29	\$4.90	\$1.52	\$3.39	-\$30.70	\$0.00	-\$29.19
Total		\$1,583.09	\$172.15	\$60.38	\$111.77	-\$31.47	-\$100.59	-\$71.68

**Table 8. Summary of Fair Share Costs for Arterial, Interchange, and Railroad Grade Crossing Project Costs for Sphere Areas (through 2030)
Costs in Millions of 2021 dollars**

Previous Fair Share

Jurisdiction	Ratio of Trip Growth to 2030 Trips (Fair Share %)	Total Art. Cost (\$Mill)	2019/2020					
			Total Arterial Cost	Development Share of Total Arterial Cost	Public Share of Total Arterial Cost	Development Share Of Interchange Cost	Development Share Of Railroad Grade Separation Cost	Development Share of Total Cost
Adelanto Sphere	63.0%	\$1.93	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Apple Valley Sphere	57.2%	\$13.77	\$10.95	\$6.26	\$4.69	\$0.37	\$0.00	\$6.63
Chino Sphere	36.7%	\$21.40	\$28.84	\$10.57	\$18.26	\$1.75	\$0.00	\$12.32
Colton Sphere	37.2%	\$6.53	\$6.95	\$2.59	\$4.37	\$0.15	\$0.00	\$2.73
Devore/Glen Helen	62.2%	\$14.63	\$17.69	\$11.00	\$6.69	\$0.00	\$0.00	\$11.00
Fontana Sphere	41.7%	\$61.34	\$70.58	\$29.47	\$41.12	\$44.56	\$0.00	\$74.03
Hesperia Sphere	41.5%	\$19.12	\$41.20	\$17.11	\$24.09	\$4.00	\$0.00	\$21.12
Loma Linda Sphere	72.3%	\$0.70	\$0.00	\$0.00	\$0.00	\$6.84	\$0.00	\$6.84
Montclair Sphere	36.6%	\$12.78	\$11.76	\$4.30	\$7.45	\$3.40	\$0.00	\$7.70
Redlands Sphere	35.5%	\$18.40	\$21.71	\$7.71	\$14.00	\$12.53	\$0.00	\$20.24
Redlands Donut Hole	62.0%	\$18.10	\$1.50	\$0.93	\$0.57	\$12.03	\$0.00	\$12.95
Rialto Sphere	37.6%	\$30.63	\$43.60	\$16.41	\$27.18	\$39.80	\$0.00	\$56.21
San Bernardino Sphere	23.1%	\$10.03	\$13.43	\$3.11	\$10.32	\$4.46	\$0.00	\$7.57
Upland Sphere	38.7%	\$12.60	\$7.15	\$2.77	\$4.39	\$2.11	\$0.00	\$4.88
Victorville Sphere	17.8%	\$23.75	\$26.71	\$4.74	\$21.97	\$0.90	\$0.00	\$5.64
Yucaipa Sphere	39.5%	\$1.40	\$0.88	\$0.35	\$0.53	\$0.00	\$0.00	\$0.35
Total		\$267.08	\$302.94	\$117.32	\$185.62	\$132.88	\$0.00	\$250.20

Updated Fair Share

Jurisdiction	Ratio of Trip Growth to 2030 Trips (Fair Share %)	Total Art. Cost (\$Mill)	2021					
			Total Arterial Cost	Development Share of Total Arterial Cost	Public Share of Total Arterial Cost	Development Share Of Interchange Cost	Development Share Of Railroad Grade Separation Cost	Development Share of Total Cost
Adelanto Sphere	63.0%	\$1.93	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Apple Valley Sphere	57.2%	\$13.77	\$10.95	\$6.26	\$4.69	\$0.37	\$0.00	\$6.63
Chino Sphere	36.7%	\$21.40	\$28.84	\$10.57	\$18.26	\$1.76	\$0.00	\$12.33
Colton Sphere	37.2%	\$6.53	\$6.95	\$2.59	\$4.37	\$0.15	\$0.00	\$2.74
Devore/Glen Helen	62.2%	\$14.63	\$17.69	\$11.00	\$6.69	\$0.00	\$0.00	\$11.00
Fontana Sphere	41.7%	\$61.34	\$70.58	\$29.47	\$41.12	\$46.39	\$0.00	\$75.86
Hesperia Sphere	41.5%	\$19.12	\$41.20	\$17.11	\$24.09	\$4.00	\$0.00	\$21.12
Loma Linda Sphere	72.3%	\$0.70	\$0.00	\$0.00	\$0.00	\$6.84	\$0.00	\$6.84
Montclair Sphere	36.6%	\$12.78	\$11.76	\$4.30	\$7.45	\$3.49	\$0.00	\$7.79
Redlands Sphere	35.5%	\$18.40	\$21.71	\$7.71	\$14.00	\$12.53	\$0.00	\$20.24
Redlands Donut Hole	62.0%	\$18.10	\$1.50	\$0.93	\$0.57	\$11.77	\$0.00	\$12.69
Rialto Sphere	37.6%	\$30.63	\$43.60	\$16.41	\$27.18	\$39.88	\$0.00	\$56.29
San Bernardino Sphere	23.1%	\$10.03	\$13.43	\$3.11	\$10.32	\$4.74	\$0.00	\$7.85
Upland Sphere	38.7%	\$12.60	\$7.15	\$2.77	\$4.39	\$2.12	\$0.00	\$4.88
Victorville Sphere	17.8%	\$23.75	\$26.71	\$4.74	\$21.97	\$0.90	\$0.00	\$5.64
Yucaipa Sphere	39.5%	\$1.40	\$0.88	\$0.35	\$0.53	\$0.00	\$0.00	\$0.35
Total		\$267.08	\$302.94	\$117.32	\$185.62	\$134.93	\$0.00	\$252.25

Table 8. Fair Share Change

Jurisdiction	Ratio of Trip Growth to 2030 Trips (Fair Share %)	Total Art. Cost (\$Mill)	Change from 2019/2020					
			Total Arterial Cost	Development Share of Total Arterial Cost	Public Share of Total Arterial Cost	Development Share Of Interchange Cost	Development Share Of Railroad Grade Separation Cost	Development Share of Total Cost
Adelanto Sphere	63.0%	\$1.93	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Apple Valley Sphere	57.2%	\$13.77	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Chino Sphere	36.7%	\$21.40	\$0.00	\$0.00	\$0.00	\$0.01	\$0.00	\$0.01
Colton Sphere	37.2%	\$6.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Devore/Glen Helen	62.2%	\$14.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fontana Sphere	41.7%	\$61.34	\$0.00	\$0.00	\$0.00	\$1.83	\$0.00	\$1.83
Hesperia Sphere	41.5%	\$19.12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Loma Linda Sphere	72.3%	\$0.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Montclair Sphere	36.6%	\$12.78	\$0.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.09
Redlands Sphere	35.5%	\$18.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Redlands Donut Hole	62.0%	\$18.10	\$0.00	\$0.00	\$0.00	-\$0.26	\$0.00	-\$0.26
Rialto Sphere	37.6%	\$30.63	\$0.00	\$0.00	\$0.00	\$0.08	\$0.00	\$0.08
San Bernardino Sphere	23.1%	\$10.03	\$0.00	\$0.00	\$0.00	\$0.28	\$0.00	\$0.28
Upland Sphere	38.7%	\$12.60	\$0.00	\$0.00	\$0.00	\$0.01	\$0.00	\$0.01
Victorville Sphere	17.8%	\$23.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Yucaipa Sphere	39.5%	\$1.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total		\$267.08	\$0.00	\$0.00	\$0.00	\$2.05	\$0.00	\$2.05

Attachment 1

Arterial Projects

(\$ in thousands)

APPLE VALLEY

Arterial Description	Lane-Miles	2019 Cost Estimate	2021 Cost Estimate**	Status (C, D, F, or R)*	If C, year of completion	2021 Notes
Widen Apple Valley Rd from Bear Valley Rd to Yucca Loma Rd from 2 to 4 lanes	4.0	\$10,115	\$10,731	C	2009	
Widen Apple Valley Rd from Ohna to Falchion from 0 to 2 lanes	4.0	\$871	\$924	C	2007	
Widen Apple Valley Rd from Yucca Loma Rd to SR-18 from 2 to 4 lanes	8.0	\$12,202	\$12,945	F		
Widen Bear Valley Rd from Kiowa Rd to Navajo Rd from 4 to 6 lanes	2.0	\$3,298	\$3,499	F		
Widen Bear Valley Rd from Navajo Rd to Joshua Rd from 2 to 4 lanes	2.0	\$6,595	\$6,997	F		
Widen Bear Valley Rd from Apple Valley Rd to Kiowa Rd from 4 to 6 lanes	2.0	\$6,595	\$6,997	F		
Widen Central Rd from Bear Valley Rd to Waalew Rd from 2 to 4 lanes	4.0	\$19,788	\$20,993	F		
Widen Corwin Rd from SR-18 to Dale Evans Pkwy from 2 to 4 lanes.	8.0	\$12,531	\$13,294	F		
Widen Dale Evans Pkwy from Thunderbird Rd to I-15 from 2 to 4 lanes.	16.0	\$26,383	\$27,990	F		
Widen Deep Creek Rd from Bear Valley Rd to Yucca Loma Rd from 0 to 4 lanes	4.0	\$13,191	\$13,994	F		
Widen Deep Creek Rd from Tussing Rach Rd to Bear Valley Rd from 2 to 4 lanes	4.0	\$6,595	\$6,997	F		
Widen Del Oro Rd from Apple Valley Rd to Deep Creek Rd from 0 to 2 lanes	1.2	\$0	\$0	C	2006	Funded by developer
Widen Del Oro Rd from Deep Creek Rd to Central Rd from 0 to 2 lanes	6.8	\$20,183	\$21,412	F		
Widen Falchion Rd from I-15 to Apple Valley Road from 0 to 2 lanes	1.0	\$218	\$231	C	2007	Actual total construction cost \$218 - before 2010's Measur
Widen Falchion Rd from Apple Valley Road to Dale Evans Pkwy from 0 to 2 lanes	7.0	\$11,541	\$12,244	F		
Widen Falchion Rd from Dale Evans Pkwy to Navajo Rd from 0 to 6 lanes	6.0	\$9,234	\$9,796	F		
Widen Kiowa Rd from Bear Valley Rd to Yucca Loma Rd from 2 to 4 lanes	4.0	\$6,595	\$6,997	F		
Widen Kiowa Rd from Ocotillo Rd to Bear Valley Rd from 2 to 4 lanes	4.0	\$6,595	\$6,997	F		
Widen Navajo Rd from SR-18 to Thunderbird Rd from 2 to 4 lanes	4.0	\$6,595	\$6,997	F		
Widen Rancherias Rd from Rincon Rd to Corwin Rd from 2 to 4 lanes	6.0	\$9,233	\$9,796	F		
Widen Sitting Bull Rd from Apple Valley Rd to Navajo Rd from 2 to 4 lanes	4.0	\$9,893	\$10,496	F		
Widen Thunderbird Rd from Rancherias Rd to Central Rd from 2 to 4 lanes.	6.0	\$9,893	\$10,496	F		
Widen Waalew Rd from Corwin Rd to Central Rd from 2 to 4 lanes	6.0	\$8,905	\$9,447	F		
Widen Yucca Loma Rd (Mojave Br) from Yates Rd to W Town Limits from 0 to 4 lanes	0.5	\$32,156	\$34,114	C	2016	Actual cost: \$32,156
Widen Yuca Loma Rd from West Town Limits to Apple Valley Rd from 2 to 4 lanes	1.4	\$9,770	\$10,365	C	2017	Actual cost: \$9,770
Widen Yuca Loma Rd from Apple Valley Rd to Rincon Rd from 2 to 4 lanes	2.0	\$2,968	\$3,149	D		
Widen Yuca Loma Rd from Rincon Rd to SR-18 from 2 to 4 lanes	4.6	\$6,825	\$7,241	F		
Widen and rehabilitate Bear Valley bridge (over Mojave River)	3.0	\$33,864	\$35,926	D		
Widen and realign Apple Valley Rd and SR-18 intersection	2.8	\$9,350	\$9,919	D		
Apple Valley Total	128.3	\$311,984	\$330,984			

*C = Completed, D = In Development, F = Future, R = Removed

**Escalated costs at 3% per year

Attachment: Nexus21_All_Arterial (8647 : 2021 Update of the Development Mitigation Nexus Study)

Attachment 1

Arterial Projects

(\$ in thousands)

CHINO

Arterial Description	Lane-Miles	2019 Cost Estimate	2021 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2021 Notes
Widen Central Ave from Riverside Dr to SR-71 from 4 to 6 lanes	3.50	\$8,200	\$8,200	F		
Widen Central Ave from Francis Ave to Riverside Dr from 6 to 8 lanes	1.50	\$3,407	\$3,407	F		
Widen Chino Ave from SR-71 to East End Ave from 4 to 6 lanes	0.50	\$1,473	\$1,473	F		
Widen Chino Ave from Fern Ave to Euclid Ave from 2 to 4 lanes	0.40	\$1,371	\$1,371	D		
Widen Chino Ave from 600' e/o Monte Vista Rd to Sixth St from 2 to 4 lanes	0.15	\$800	\$800	F		
Widen Chino Ave from Sixth St to Central Ave from 2 to 4 lanes	0.35	\$249	\$249	F		
Widen Chino Ave from Mountain Ave to Fern Ave from 2 to 4 lanes	1.25	\$1,418	\$1,418	F		
Widen Chino Ave at Monte Vista Rd; North, South and West leg 600' each direction	0.25	\$1,309	\$1,309	F		
Widen Chino Ave from Central Ave to Mountain Ave from 2 to 4 lanes	0.70	\$3,102	\$3,102	F		
Widen Chino Hills Pkwy from Ramona Ave to Chino Creek Bridge from 4 to 6 lanes	0.50	\$447	\$447	F		
Widen Edison Ave from Ramona Ave to Central Ave from 4 to 6 lanes	0.50	\$4,712	\$8,370	F		
Widen Edison Ave from Pipeline Ave to Ramona Ave from 4 to 6 lanes	0.50	\$3,250	\$3,250	F		
Widen Edison Ave from Central Ave to Euclid Ave from 4 to 6 lanes	2.20	\$8,546	\$12,407	D		
Widen El Prado Rd from Central Ave to Pine Ave from 2 to 4 lanes	2.35	\$2,020	\$5,345	D		
Widen Euclid Ave (SR-83) from Merrill Ave to Kimball Ave from 2 to 4 lanes	1.00	\$1,371	\$1,371	F		
Widen Euclid Ave (SR-83) from Pine Ave to SR-71 from 2 to 8 lanes	1.75	\$15,758	\$15,758	F		
Widen Euclid Ave (SR-83) from Kimball Ave to Pine Ave from 4 to 8 lanes	1.00	\$3,329	\$3,329	D		
Widen Francis Ave from WCL to 600' e/o Concord Ct from 2 to 4 lanes (S. Side Only)	0.25	\$1,214	\$1,214	F		
Widen Francis Ave from 600' e/o Snyder to Benson Ave from 2 to 4 lanes	0.75	\$567	\$567	D		
Widen Kimball Ave from Euclid Ave to Hellman Ave from 2 to 4 lanes	2.50	\$8,085	\$41,881	D		
Widen Merrill Ave from Euclid Ave to ECL from 2 to 4 lanes (South Side Only)	2.50	\$1,589	\$2,583	F		
Widen Mountain Ave from Bickmore Ave to El Prado Rd from 2 to 4 lanes	0.50	\$476	\$476	D		
Widen Mountain Ave from Philadelphia St to Riverside Dr from 4 to 6 lanes	1.00	\$2,463	\$2,463	F		
Widen Philadelphia St from Central Ave to Benson Ave from 4 to 6 lanes	0.50	\$1,231	\$1,231	F		
Widen Philadelphia St from LA County Line to Central Ave from 2 to 4 lanes	2.25	\$4,022	\$4,022	D		
Widen Pine Ave from Euclid Ave to El Prado Rd from 2 to 4 lanes	1.00	\$6,707	\$8,525	D		
Widen Pine Ave from Hellman Ave to Euclid Ave from 2 to 6 lanes	2.50	\$7,355	\$42,249	D		
Widen Pine Ave from El Prado Rd to SR-71 from 2 to 4 lanes	0.50	\$27,948	\$39,292	D		
Widen Riverside Dr from Central Ave to Mountain Av from 4 to 6 lanes	1.25	\$5,219	\$5,219	F		
Widen Riverside Dr from Mountain Ave to Fern Ave from 2 to 6 lanes	0.75	\$4,612	\$4,612	F		
Widen Riverside Dr from WCL to 800' e/o Reservoir Ave from 4 to 6 lanes (N. Side Only)	1.25	\$742	\$742	F		
Widen Riverside Dr from Pipeline Ave to Central Ave from 4 to 6 lanes	1.50	\$6,675	\$6,675	F		
Widen Riverside Dr from Fern Ave to Euclid Ave from 2 to 6 lanes (South Side Only)	0.20	\$1,064	\$1,064	F		
Widen Schaefer Ave from Benson Ave to Euclid Ave from 2 to 4 lanes	1.70	\$4,186	\$4,186	D		
Construct a Traffic Signal at the Intersection of El Prado and Kimball	N/A	\$277	\$277	C	2006	
Construct a Traffic Signal at the Intersection of Eucalyptus and Mountain	N/A	\$303	\$481	F		
Construct a Traffic Signal at the Intersection of Fern and Riverside	N/A	\$277	\$277	C	2007	
Construct a Traffic Signal at the Intersection of Kimball and Main	N/A	\$321	\$321	C	2013	
Construct a Traffic Signal at the Intersection of Kimball and Hellman Ave	N/A	\$303	\$361	F		
Construct a Traffic Signal at the Intersection of Kimball and Mill Creek Rd	N/A	\$249	\$249	C	2008	
Construct a Traffic Signal at the Intersection of Kimball and Walker	N/A	\$303	\$361	F		
Construct a Traffic Signal at the Intersection of Merrill and Bon View	N/A	\$273	\$481	F		
Construct a Traffic Signal at the Intersection of Merrill and Walker	N/A	\$303	\$361	F		
Construct a Traffic Signal at the Intersection of Pine Ave and Sultana	N/A	\$364	\$481	F		
Construct a Traffic Signal at the Intersection of Pine Ave and El Prado Rd	N/A	\$273	\$481	F		
Construct a Traffic Signal at the Intersection of Pine Ave and Euclid Ave	N/A	\$364	\$481	D		
Construct a Traffic Signal at the Intersection of Pine Ave and Rincon Meadows	N/A	\$364	\$481	F		
Construct a Traffic Signal at the Intersection of Pine Ave and Chino-Corona Rd	N/A	\$364	\$481	F		
Construct a Traffic Signal at the Intersection of Pine Ave and SR-71	N/A	\$364	\$481	F		
Construct a Traffic Signal at the Intersection of Pine Ave and Main St	N/A	\$364	\$481	F		
Construct a Traffic Signal at the Intersection of Pine Ave and East Preserve Loop	N/A	\$364	\$481	D		
Construct a Traffic Signal at the Intersection of Pine Ave and Hellman	N/A	\$390	\$481	C	2010	
Construct a Traffic Signal at the Intersection of Pine Ave and West Preserve Loop	N/A	\$364	\$481	D		
Widen Mountain Ave from Schaefer Ave to Edison Ave from 2 to 4 lanes	NA	\$0	\$0	R	2004	Completed prior to Nexus
Chino Total	35.8	\$151,101	\$246,586			

*C = Completed, D = In Development, F = Future, R = Removed

Attachment: Nexus21_All_Arterial (8647 : 2021 Update of the Development Mitigation Nexus Study)

Attachment 1
Arterial Projects
(\$ in thousands)
CHINO HILLS

Arterial Description	Lane-Miles	2019 Cost Estimate	2021 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2021 Notes
Widen Peyton Dr from Eucalyptus to Chino Hills Pkwy from 2 to 4 lanes	0.995	\$8,900	\$8,900	C	2018	Project includes improvement to English Channel; construction completed in 2018; on-going mitigation
Ph1: Widen Peyton Dr from Grand to English from 4 to 6 lanes	0.72	\$6,236	\$6,236	C	2007	
Ph2: Widen Peyton Dr from English to Eucalyptus from 4 to 6 lanes	1.96	\$6,690	\$6,690	C	2012	
Widen Peyton Dr from Woodview Rd to Sequel Canyon Pkwy from 0 to 2 lanes Soquel Canyon Pkwy/Peyton Drive Connection - construct a 2-lane east-west corridor between the current west terminus of Soquel Canyon Pkwy to the south terminus of Peyton Drive at Woodview Road	2.00	\$0	\$16,000	F		Removed in 2013. Added back in 2021
Widen Pine Ave from SR-71 to Chino Creek (north side only)	0.91	\$4,201	\$4,201	D		
Fairfield Ranch Road (FRR) Extension -- Extend FFR from 950 ft. S/O intersection of FFR parallel to SR71 to the intersection of Pine Avenue (construct 2 new lane rd. w/ bike lanes)	NA	\$0	\$0	R		
Chino Hills Total	6.6	\$26,027	\$42,027			

*C = Completed, D = In Development, F = Future, R = Removed

Attachment 1
Arterial Projects
(\$ in thousands)

COLTON

Arterial Description	Lane-Miles	2019 Cost Estimate	2021 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2021 Notes
Widen Agua Mansa Rd from Rancho Ave to Rialto Channel from 2 to 4 lanes	6.40	\$6,379	\$6,379	D		Bridge Cost=\$3.422M
Widen Agua Mansa Rd from Riverside Ave to Rialto Channel from 2 to 4 lanes	1.80	\$3,099	\$3,099	C	2010	
Widen Barton Rd from S. City Limits to Washington Ave from 2 to 4 lanes	1.74	\$1,855	\$1,855	F		
Widen C St from City Limits w/o Rancho Ave to Pennsylvania Ave from 2 to 4 lanes	1.70	\$1,815	\$1,815	F		
Widen Fairway Dr from Sperry Dr to City Limits from 2 lanes to 4 lanes	3.52	\$6,149	\$6,149	F		
Improvement of La Cadena Dr from Rancho Ave to Litton Ave including bridge replacement at Santa Ana River	3.40	\$4,866	\$4,866	D		
Improvement at La Cadena Dr from Palm Ave to Iowa Ave incl. installation of signal at Laloma intersection	2.40	\$4,023	\$4,023	F		
Widen and realign Reche Cnyn Rd from Washington St (Hunts Ln) to City Limits from 2 to 4 lanes	1.29	\$2,957	\$5,652	D		Based on consultant preliminary estimate
Widen Reche Cnyn Rd from S. Crystal Ridge to Riverside County Line from 2 to 4 lanes	1.97	\$3,599	\$3,599	D		
Widen Riverside Ave from Riv. County Line to Santa Ana River from 4 to 6 lanes	1.90	\$3,991	\$3,991	F		
Widen Riverside Ave from Santa Ana River to Agua Mansa Rd from 4 to 6 lanes	2.47	\$2,535	\$2,535	F		
Widen San Bernardino Ave/Olive St. from Pepper Ave to County Limit from 2 lanes to 4 lanes	2.01	\$2,613	\$2,613	F		
Widen Olive St. from County Limit to Rancho Ave from 2 to 4 lanes	0.17	\$217	\$217	F		
Widen Slover from Pepper Ave to Riverside Ave from 2 to 4 lanes	NA	\$0	\$0	R		Delhi Fly Habitat
Extend Washington St from Aqueduct to La Cadena Dr from 0 to 2 lanes	1.86	\$8,357	\$8,357	D		
Widen Washington St from Waterman to I-215 from 4 to 6 lanes	9.60	\$7,898	\$7,898	F		
Widen South Mt. Vernon Ave. from I-10 to Cooley Drive from 2 to 4 Lanes	1.80	\$4,000	\$4,000	D		
Widen and extend Pepper Ave from I-10 to Agua Mansa Rd from 0/2 to 4 lanes	NA	\$0	\$0	R		Replaced by South Mt. Vernon
Colton Total	44.03	\$64,353	\$67,048			

*C = Completed, D = In Development, F = Future, R = Removed

Attachment 1

Arterial Projects

(\$ in thousands)

FONTANA

Arterial Description	Lane-Miles	2019 Cost Estimate	2021 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2021 Notes
Widen Alder Ave from Baseline Ave to Foothill Blvd from 2 to 4 lanes	2.00	\$3,275	\$3,531	F		
Widen Arrow Blvd from Alder Ave to Maple Ave from 2 to 4 lanes	1.50	\$2,505	\$2,700	F		
Widen Arrow Highway from Almeria Ave to Citrus Ave from 2 to 4 lanes	1.00	\$1,578	\$1,701	F		
Widen Baseline Ave from Sierra Ave to Mango Ave from 2 to 6 lanes	1.00	\$1,875	\$1,875	C	2009	
Widen Baseline Ave from Mango Ave to Maple Ave from 2 to 6 lanes	6.00	\$9,824	\$10,591	F		
Widen Baseline Ave from Citrus Ave to Sierra Ave from 2 to 6 lanes	4.00	\$8,041	\$8,041	C	2009	
Widen Beech Ave from Miller Ave to Foothill Blvd from 2 to 4 lanes	2.00	\$5,776	\$6,227	F		
Widen Beech Ave from Valley Blvd to Randall Ave from 2 to 4 lanes	2.00	\$4,155	\$4,479	F		
Widen Casa Grande from Lylte Creek Rd to Mango Ave from 0 to 4 lanes	8.00	\$13,100	\$14,121	F		
Widen Cherry Ave from So. Highland Ave to I-15 from 2 to 6 lanes	3.00	\$3,743	\$4,035	F		
Widen Cherry Ave from Valley Blvd to San Bernardino Ave from 4 to 6 lanes	1.00	\$1,691	\$1,823	F		
Widen Cherry Ave from Jurupa Ave to Slover Ave from 2 to 6 lanes	4.00	\$4,801	\$4,801	C	2009	
Widen Cherry Ave from Baseline Ave to So. Highland Ave from 4 to 6 lanes	3.50	\$4,367	\$4,707	D		
Widen Citrus Ave from San Bernardino Ave to Foothill Blvd from 2 to 4 lanes	4.00	\$6,076	\$6,076	C	2006	
Widen Citrus Ave from Jurupa Ave to Slover Ave from 2 to 4 lanes	2.00	\$7,274	\$7,841	F		
Widen Citrus Ave from Summit Ave to I-15 from 2 to 4 lanes	1.00	\$3,275	\$3,531	F		
Widen Citrus Ave from Valley Blvd to San Bernardino Ave from 2 to 4 lanes	1.00	\$1,518	\$1,518	C	2006	
Widen Citrus Ave from Baseline Ave to So. Highland Ave from 2 to 4 lanes	2.00	\$6,135	\$6,135	C	2007	
Widen Citrus Ave from So. Highland Ave to SR-210 from 4 to 6 lanes	0.25	\$0	\$1,000	F		Added in 2021
Widen Cypress Ave from So. Highland Ave to Sierra Lakes Pkwy from 0 to 4 lanes	1.00	\$12,476	\$13,449	F		
Widen Cypress Ave from Slover Ave to Valley Blvd from 0 to 4 lanes (I-10 Overcrossing)	2.00	\$42,554	\$42,554	C	2010	
Widen Cypress Ave from Slover Ave to Jurupa Ave from 2 to 4 lanes	2.00	\$3,117	\$3,360	D		
Widen Cypress Ave from Duncan Canyon Rd to Frontage Rd (I-15) from 2 to 4 lanes	3.00	\$3,992	\$4,304	D		
Widen Duncan Canyon Rd from Citrus Ave to Sierra Ave from 0 to 4 lanes	4.00	\$6,550	\$7,061	D		
Widen Duncan Canyon Rd from I-15 to Citrus Ave from 0 to 4 lanes	1.50	\$1,871	\$2,017	D		
Widen Etiwanda Ave from Riverside County Line to I-10 from 4 to 6 lanes	4.66	\$5,614	\$6,052	F		
Widen Fontana Ave from Valley Blvd to Merrill Ave from 2 to 4 lanes	NA	\$0	\$0	R	NA	Removed in 2019
Widen Foothill Blvd from Cherry Ave to Hemlock Ave from 4 to 6 lanes	1.50	\$5,941	\$5,941	C	2009	
Widen Foothill Blvd from East Ave to Cherry Ave from 2 to 3 lanes on eastbound side	1.50	\$8,476	\$8,476	C	2009	
Widen Foothill Blvd from Citrus Ave to Maple Ave from 4 to 6 lanes	5.50	\$9,006	\$9,708	F		
Widen Foothill Blvd from Hemlock to Almeria Ave from 4 to 6 lanes	2.00	\$12,825	\$13,826	F		
Widen Frontage Rd (I-15) from Duncan Canyon Rd to Riverside Ave from 0 to 4 lanes	4.00	\$9,824	\$10,591	D		
Widen Jurupa Ave from Etiwanda Ave to Sierra Ave from 2 to 6 lanes	6.40	\$30,520	\$32,900	F		
Widen Jurupa Ave from Tamarind Ave to Alder Ave from 2 to 4 lanes	0.50	\$1,195	\$1,289	F		
Widen Live Oak Ave from Jurupa Ave to Slover Ave from 2 to 4 lanes	2.00	\$3,275	\$3,531	F		
Widen Lylte Creek from Summit Ave to Duncan Ave from 0 to 4 lanes	3.00	\$9,357	\$10,087	F		
Widen Lylte Creek from Duncan Ave to Sierra Ave from 0 to 4 lanes	8.00	\$9,981	\$10,759	D		
Widen Merrill Ave from Catawba Ave to Fontana Ave from 2 to 4 lanes	1.00	\$1,636	\$1,764	F		
Widen Merrill Ave from Alder Ave to Maple Ave from 2 to 4 lanes	1.50	\$2,576	\$2,777	F		
Widen Mulberry Ave from Jurupa Ave to Santa Ana Ave from 2 to 4 lanes	1.00	\$1,248	\$1,345	D		
Widen Poplar Ave from Slover Ave to Valley Blvd from 0 to 4 lanes (I-10 Overcrossing)	2.00	\$37,427	\$40,347	F		
Widen Randall Ave from Alder Ave to Maple Ave from 2 to 4 lanes	1.50	\$2,139	\$2,306	F		
Widen San Sevaine Rd from Baseline Ave to Summit Ave from 2 to 4 lanes	4.00	\$6,550	\$7,061	F		
Santa Ana Avenue from Sierra Avenue to Mulberry Widen from 2 to 4 lanes	8.00	\$9,981	\$10,759	F		
Santa Ana at Railroad Crossing At Grade	0.00	\$3,119	\$3,362	F		
Widen Sierra Ave from Foothill Blvd to Baseline Ave from 4 to 6 lanes	2.00	\$11,161	\$12,031	F		
Widen Sierra Ave from San Bernardino Ave to Foothill Blvd from 4 to 6 lanes	4.00	\$11,678	\$12,588	F		
Widen Sierra Ave from Valley Blvd to San Bernardino Ave from 4 to 6 lanes	1.00	\$3,267	\$3,267	C	2011	
Widen Sierra Ave from Slover Ave to Valley Blvd from 3 to 4 lanes on west side	1.00	\$1,636	\$1,764	F		
Widen Sierra Ave from Baseline Ave to Walnut Ave from 4 to 6 lanes	1.00	\$4,985	\$4,985	C	2007	
Widen Sierra Ave from Summit Ave to I-15 Widen from 2 to 6 lanes	8.00	\$9,981	\$10,759	F		
Widen Sierra Lakes Pkwy from Cherry Ave to Beech Ave from 2 to 4 lanes	2.00	\$12,280	\$13,237	F		
Widen Sierra Lakes Pkwy from Beech Ave to Citrus Ave from 2 to 4 lanes	2.00	\$5,352	\$5,770	F		
Widen Slover Ave from Tamarind Ave to E. City Limits from 4 to 6 lanes	0.50	\$844	\$910	F		
Widen Slover Ave from Etiwanda Ave to 800' e/o Etiwanda from 2 to 4 lanes	0.50	\$7,485	\$8,069	F		
Widen So. Highland Ave from Cherry Ave to Citrus Ave from 2 to 4 lanes	4.00	\$6,550	\$7,061	F		
Widen So. Highland Ave from Sierra Ave to Palmetto Ave from 2 to 4 lanes	1.00	\$2,114	\$2,278	D		
Widen Valley Blvd from Cherry Ave to Beech Ave from 2 to 4 lanes	2.00	\$3,017	\$3,253	F		
Widen Valley Blvd from Beech Ave to Citrus Ave from 4 to 6 lanes	2.00	\$3,017	\$3,253	F		
Widen Valley Blvd from Citrus Ave to Sierra Ave from 4 to 6 lanes	2.00	\$3,017	\$3,253	F		
Widen Valley Blvd from Sierra Ave to Alder Ave from 4 to 6 lanes	2.00	\$3,017	\$3,253	F		
Widen Walnut Ave from Almeria to Sierra Ave from 2 to 4 lanes	3.00	\$4,536	\$4,536	C	2007	
Widen Walnut Ave from I-15 to San Sevaine from 2 to 4 lanes	3.00	\$4,507	\$4,859	D		
Widen Slover Ave from Mulberry Ave to Sierra Ave from 4 lanes to 6 lanes	8.00	\$9,981	\$10,760	F		Added in 2019
Widen So. Highland from Baseline Rd to Cherry Ave from 0 to 4 lanes	NA	\$0	\$0	R	NA	Removed in 2011
Widen Summit Ave from Cherry Ave to San Sevaine Rd from 2 to 4 lanes	NA	\$0	\$0	R	NA	Removed in 2011
Widen Valley Blvd from Poplar Ave to Catawba Ave from 4 to 6 lanes	NA	\$0	\$0	R	NA	Removed in 2011
Fontana Total	169.81	\$438,687	\$466,244			

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Attachment: Nexus21_All_Arterial (8647 : 2021 Update of the Development Mitigation Nexus Study)

Attachment 1
Arterial Projects
(\$ in thousands)

GRAND TERRACE

Arterial Description	Lane-Miles	2019 Cost Estimate	2021 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2021 Notes
Widen Barton Rd from Honey Hills to N.E. City Limits from 2 lanes to 4 lanes	0.34	\$3,869	\$3,869	F		
Widen Barton Rd from SFRR to I-215 from 2 to 4 lanes	0.21	\$2,207	\$2,207	F		
Extend Commerce Wy from 900' n/o DeBerry Rd to Main St from 0 to 4 lanes	0.66	\$5,500	\$5,500	F		
Extend Commerce Wy from Michigan to Barton Rd	0.11	\$2,306	\$2,306	C	2021	
Widen Main St (w.b.) from SFRR to SPRR from 2 to 4 lanes	0.02	\$73	\$73	C	2003	
Widen Michigan St from Commerce Way and Van Buren St from 2 lanes to 4 lanes	0.90	\$6,427	\$6,427	F		
Widen Mt Vernon Ave from Canal St to North City Limits from 2 lanes to 4 lanes	0.32	\$3,553	\$3,553	F		
Widen Mt Vernon Ave from Barton Rd 700' n/o Minona St from 2 lanes to 4 lanes	0.24	\$628	\$628	C	2009	
Widen Barton Rd at I-215 Overcrossing from 2 to 4 lanes	0.08	\$0	\$0	C	2021	Included in program as reser for another project, i.e. Mt Vernon. Reduce by cost of added project
Grand Terrace Total	2.81	\$24,563	\$24,563			

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Attachment 1

Arterial Projects

(\$ in thousands)

HESPERIA

Arterial Description	Lane-Miles	2019 Cost Estimate	2021 Cost Estimate**	Status (C, D, F, or R)*	If C, year of completion	2021 Notes
Widen 7th Ave from Rancho Rd to Bear Valley Rd from 2 to 5 lanes	18.0	\$20,183	\$20,183	F		
Widen Bear Valley Rd from I-15 To Mojave River (south side)	5.0	\$4,464	\$4,464	F		
Widen Danbury Ave. from Rancho Rd. to Arrowhead Lake Rd. from 2 to 5 lanes	10.0	\$11,172	\$11,172	F		
Widen E St from Main St to I St from 2 to 4 lanes	NA	\$0	\$0	R		
Widen Escondido Ave from Main St to Mariposa Rd. from 0 to 4 lanes with new Aqueduct Bridge	NA	\$0	\$0	R		
Widen Eucalyptus St from I-15 To Peach Ave from 2 to 5 lanes and construct railroad crossing	NA	\$0	\$0	R		
Widen Hesperia Rd from Sultana St. to Main St. from 2 to 5 lanes	1.5	\$1,663	\$1,663	F		
Widen Hesperia Rd from Bear Valley Rd to Yucca St from 3 to 5 lanes	6.8	\$11,305	\$11,305	F		
Widen "I" Ave from Rancho Rd to Main St from 2 to 5 lanes	8.1	\$8,710	\$8,710	F		
Widen "I" Ave from Main St. To Bear Valley Rd from 3 to 5 lanes	7.4	\$12,436	\$12,436	F		
Widen Lemon St from Mauna Loa to Mojave River from 2 to 4 lanes and construct Railroad Crossing	NA	\$0	\$0	R		
Widen Main St from Escondido Ave To 11Th Ave from 4 to 6 lanes, including aqueduct bridge widening	5.6	\$31,103	\$31,103	D		
Widen Main St from I-15 to US Hwy 395 from 2 to 4 lanes	1.9	\$1,257	\$1,257	C	2009	SBCTA staff updated 2019 & 2021 to include final cost that should not have been removed. Non-escalated act cost from '17 notes.
Widen Main St from Highway 395 to Mesa Linda Rd from 4 lanes to 6 lanes	1.1	\$1,829	\$1,829	F		
Widen Main St from 11th St to 9th St from 4 to 6 lanes	0.5	\$1,800	\$1,800	F		
Widen Maple Av from Eucalyptus Ave to Main St from 2 to 5 lanes	NA	\$0	\$0	R		
Widen Mariposa from Eucalyptus Ave to Bear Valley Rd from 2 to 6 lanes	NA	\$0	\$0	R		
Widen Mauna Loa from 7th Ave to Lemon St from 0 to 4 lanes	2.2	\$12,292	\$12,292	F		
Widen Mauna Loa from Maple Ave to 7th Ave from 2 to 4 lanes	4.0	\$6,550	\$6,550	F		
Widen Mesquite St from Topaz Ave to Maple Ave from 2 to 4 lanes	NA	\$0	\$0	R		
Widen Mojave St from I-15 to Maple Ave from 2 to 4 lanes	2.4	\$9,898	\$9,898	F		
Widen Rancho Rd from Mariposa Rd. to UP RR Crossing from 2 to 5 lanes with RR X-ing widening	2.0	\$3,319	\$3,319	D		
Widen Rancho Road from Topaz Ave. to 7th Ave. from 2 to 5 lanes, including aqueduct bridge widening	6.0	\$33,026	\$33,026	D		Revised description in 2019 to include aqueduct bridge
Widen Rancho Rd from 7th Ave to Danbury Rd from 2 to 4 lanes	2.5	\$31,647	\$31,647	C	2013	SBCTA staff updated 2019 & 2021 to include final cost that should not have been removed. Non-escalated act cost from '17 notes.
Widen Rancho Rd from Danbury to I Ave. from 2 to 5 lanes	3.8	\$4,440	\$4,440	F		
Widen Rancho Rd. from I Ave. to Arrowhead Lake Rd. from 2 to 3 lanes	1.7	\$1,732	\$1,732	C	2009	SBCTA staff added unescalated costs back in the had been removed in 2019.
Widen Rock Springs Rd from Arrowhead Lake Rd to E City Limits from 2 to 4 lanes	1.5	\$1,333	\$1,333	F		
Widen Rock Springs Rd from Glendale Ave to east City Limits from 2 to 5 lanes	0.7	\$1,273	\$1,273	F		
Widen Santa Fe Ave. from Rancho Rd. to Summit Valley Rd. from 0 to 4 lanes	NA	\$0	\$0	R		
Widen Summit Valley Rd from Southerly City Limit to Santa Fe Ave. from 2 to 5 lanes	NA	\$0	\$0	R		
Widen Escondido Road from Rancho to Cedar from 2 to 4 lanes	NA	\$0	\$0	R		
Widen Hesperia Rd from Mesquite to Lime from 0 to 4 lanes	NA	\$0	\$0	R		
Widen Main St from I-15 to Escondido Ave from 4 to 6 lanes	NA	\$0	\$0	R		
Widen Main St from 7th Ave to I Ave from 4 lanes to 6 lanes	NA	\$0	\$0	R		
Widen Main St from I Ave to Rock Springs Rd from 4 to 6 lanes	NA	\$0	\$0	R		
Widen Rancho Las Flores Pkwy from SR-138 To Rancho Rd from 0 to 4 lanes	Missing Info	\$5,667	\$5,667	F		Added back to list in 2019 after 2013 removal
Widen Muscatel St from Mariposa Rd to Catana Rd	0.3	\$1,167	\$1,167	F		
Widen Sultana St from Escondido Ave to Mariposa Ave	1.5	\$637	\$637	C	2001	
Widen Escondido Ave from Main St to Sultana St from 2 to 4 lanes	NA	\$0	\$0	R	2001	
Hesperia Total	94.5	\$218,903	\$218,903			

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Attachment: Nexus21_All_Arterial (8647 : 2021 Update of the Development Mitigation Nexus Study)

Attachment 1

Arterial Projects

(\$ in thousands)

HIGHLAND

Arterial Description	Lane-Miles	2019 Cost Estimate	2021 Cost Estimate**	Status (C, D, F, or R)*	If C, year of completion	2021 Notes
Widen 3rd St from Palm Ave to 5th St from 2 to 3 lanes	0.27	\$3,371	\$3,371	D		
Widen 3rd St from Tippecanoe Ave to 200' e/o Shirley Ave from 2 to 6 lanes	0.69	\$4,708	\$4,708	D		
Widen 3rd St from Victoria Ave to Palm Ave (no additional lanes)	1.00	\$8,409	\$8,409	D		
Widen 5th St from Tippecanoe Ave to Del Rosa Dr from 2 to 4 lanes	0.56	\$8,428	\$8,428	D		
Widen 5th St from Del Rosa Dr to Palm Ave from 2 to 4 lanes and from Church Ave to SR 210 from 4 to 6 lanes (including fwy undercrossing)	3.04	\$23,294	\$23,294	D		
Widen 9th St from Victoria Ave to Cunningham from 2 to 4 lanes	0.25	\$457	\$457	D		
Widen 9th St from 160' e/o of Drummond Ave to Palm Ave from 2 to 4 lanes	0.06	\$603	\$603	D		
Widen 9th St from Lillian Ln to 160' e/o Drummond Ave from 2 to 4 lanes	0.19	\$353	\$353	D		
Widen 9th St from Central Ave to Lillian Ln from 2 to 4 lanes	0.25	\$537	\$537	D		
Widen 9th St from Cunningham St to Hillview St from 2 to 4 lanes	0.07	\$192	\$192	D		
Widen 9th St from Del Rosa Dr to Victoria Ave from 2 to 4 lanes	1.52	\$6,647	\$6,647	F		
Widen 9th St from Hillview St to Central Ave from 2 to 4 lanes	0.18	\$855	\$855	D		
Widen 9th St from Tippecanoe Ave to 145' e/o Fairfax Ln from 2 to 4 lanes	0.25	\$412	\$412	F		
Extend Arden Ave to connect to Lankershim Ave from 0 lanes to 2 lanes	0.68	\$3,137	\$3,137	F		
Widen Base Line from Palm Ave to Boulder Ave from 4 to 6 lanes (excluding freeway bridge)	1.28	\$4,827	\$4,827	D		
Widen Base Line from Boulder Ave to Church St (including bridge at City Creek) (no additional lanes)	1.25	\$4,360	\$4,360	D		
Widen Base Line from W. City Limit to Palm Ave (no additional lanes)	1.99	\$10,903	\$10,903	D		
Widen Base Line from 510' e/o Fairwood Ln to Brookwood Ln from 2 to 4 lanes	0.39	\$1,735	\$1,735	F		
Widen Boulder Ave from Highland Ave to 5th St from 2 lanes to 4 lanes (including bridge)	2.10	\$6,468	\$6,468	D		
Widen Boulder Ave/Orange St from 5th St to S. City Limits from 2 to 4 lanes (including 2 bridges)	0.68	\$18,684	\$18,684	F		
Extend Cone Camp Rd from Greenspot Rd to S. City Limits from 0 to 2 lanes	0.75	\$4,319	\$4,319	F		
Widen Del Rosa Dr from 3rd St to 5th St (no additional lanes)	0.26	\$884	\$884	D		
Widen Del Rosa Dr from 5th St to Base Line (no additional lanes)	0.38	\$1,048	\$1,048	F		
Widen Greenspot Rd from SR-210 to Boulder Ave from 2 to 6 lanes	0.86	\$6,620	\$6,620	D		
Widen Greenspot Rd from Boulder Ave to Valencia Ct from 2 to 4 or 6 lanes	0.54	\$2,799	\$2,799	D		
Widen Greenspot Rd from Valencia Ct to 145' w/o Weaver St (no additional lanes)	0.63	\$504	\$504	F		
Widen Greenspot Rd from 145' w/o Weaver St to 1250' e/o Weaver Street St (no additional lanes)	0.39	\$1,272	\$1,272	F		
Widen Greenspot Rd from 1250' e/o Weaver Street St to 560' e/o Santa Paula St (no additional lanes)	1.70	\$6,407	\$6,407	F		
Extend Greenspot Rd from 560' e/o Santa Paula St to East City Limit (including bridge at Santa Ana River)	4.95	\$24,786	\$24,786	D		
Widen Highland Ave from Olive St to 800' w/o Victoria Ave (no additional lanes)	0.40	\$1,382	\$1,382	F		
Widen Highland Ave from Boulder Ave to 200' w/o Denair Ave (no additional lanes)	0.39	\$1,106	\$1,106	F		
Widen Highland Ave from Church St to Boulder Ave from 2 to 4 lanes	1.34	\$4,717	\$4,717	F		
Widen Palm Ave/Alabama St from S. City Limit to Base Line from 2 to 4 lanes	1.31	\$6,607	\$6,607	F		
Widen Palm Ave from Pacific St to Atlantic Ave from 2 to 4 lanes	0.20	\$633	\$633	D		
Widen Sterling Ave from S. City Limits to Pacific Ave (no additional lanes)	1.35	\$6,837	\$6,837	F		
Widen Tippecanoe Ave from 3rd St to 9th St (no additional lanes)	0.80	\$5,108	\$5,108	D		
Widen Victoria Ave from 6th St to 660' n/o 6th St (no additional lanes)	0.13	\$672	\$672	F		
Widen Victoria Ave from n/o 6th St to N. City Limits (no additional lanes)	1.70	\$7,316	\$7,316	F		
Widen Victoria Ave from 3rd St to 6th St (no additional lanes)	0.25	\$4,975	\$4,975	F		
Widen Lankershim Ave from 5th St to 1200' north of 9th St (no additional lanes)	0.76	\$1,014	\$1,014	D		
Widen Greenspot Rd from Santa Ana River to south city limits	0.60	\$2,075	\$2,075	F		
Widen Palm Ave from Base Line to Pacific St (no additional lanes)	0.50	\$2,585	\$2,585	F		
Widen 5th St from Victoria Ave to Palm Ave from 2 to 4 lanes	NA	\$0	\$0	R		
Widen 5th St from Tippecanoe Ave to 845' e/o Shirley from 2 to 4 lanes	NA	\$0	\$0	R		
Widen 5th St from Sterling Ave to Victoria Ave from 2 to 4 lanes	NA	\$0	\$0	R		
Widen 5th St from Church Ave to SR-210 from 2 to 6 lanes	NA	\$0	\$0	R		
Widen Del Rosa Dr from 3rd St to Base Line from 2 to 4 lanes	NA	\$0	\$0	R		
Widen Base Line from Church St to Weaver St (no additional lanes)	0.75	\$0	\$0	R	2002	Pre-Nexus Study Project (2005)
Highland Total	36.89	\$202,046	\$202,046			

*C = Completed, D = In Development, F = Future, R = Removed

**Did not provide input.

Attachment: Nexus21_All_Arterial (8647 : 2021 Update of the Development Mitigation Nexus Study)

Attachment 1

Arterial Projects

(\$ in thousands)

LOMA LINDA

Arterial Description	Lane-Miles	2019 Cost Estimate	2021 Cost Estimate**	Status (C, D, or F)*	Status (C, D, F, or R)*	2021 Notes
Widen Barton Rd from E. City Limits to W. City Limits from 4 to 6 lanes	7.00	\$1,170	\$1,170	F		
Widen California St from Barton Rd to Redlands Blvd from 2 to 6 lanes	4.00	\$4,100	\$4,100	D		
Widen Evans St from I-10 to Barton Rd from 0 to 4 lanes	5.00	\$77,000	\$77,000	F		
Widen Mountain View Ave from Van Leuvan to Prospect Ave from 2 to 4 lanes	0.80	\$7,126	\$7,126	C	2010	
Widen Redlands Blvd from E. City Limits to W. City Limits from 4 to 6 lanes	0.50	\$13,175	\$13,175	F		
Intersection Improvements at Mound St and Anderson St	NA	\$1,000	\$1,000	D		
Loma Linda Total	17.30	\$103,571	\$103,571			

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**Did not provide input.

Attachment 1
Arterial Projects
(\$ in thousands)

MONTCLAIR

Arterial Description	Lane-Miles	2019 Cost Estimate	2021 Cost Estimate**	Status (C, D, F, or R)*	If C, year of completion	2021 Notes
Widen Monte Vista Ave from San Bernardino St to Arrow Hwy from 4 to 6 lanes	2.04	\$5,000	\$5,000	F		Notes same as 2013; cost is rough order of magnitude estimate, since no preliminary or conceptual plans exist as yet, but is the current estimate shown in the City's DIF
Widen San Bernardino St from LA County Line to Benson Ave from 4 to 6 lanes	3.54	\$5,000	\$5,000	F		It seems unlikely that this project will proceed for several years. Traffic volumes currently don't justify the addition of lanes, nor are there any current efforts in Pomona or Ontario to add additional lanes to their portions. When work is done, most likely on street parking would be
Montclair Total	5.58	\$10,000	\$10,000			

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**Did not provide input.

Attachment 1

Arterial Projects

(\$ in thousands)

ONTARIO

Arterial Description	Lane-Miles	2019 Cost Estimate	2021 Cost Estimate**	Status (C, D, F, or R)*	2021 Notes
Railroad-highway grade separation on Campus Ave at UPRR Alhambra and Los Angeles lines	0.6	\$24,000	\$24,000	F	
Railroad-highway grade separation on San Antonio Ave at UPRR Alhambra and Los Angeles lines	0.6	\$24,000	\$24,000	F	
Spot widen Benson Ave from Mission to Philadelphia from 2 to 4 lanes	3.0	\$866	\$866	F	
Widen Mountain Ave from Sixth Street to s/o Holt Blvd	3.3	\$7,467	\$7,467	D	
Spot widen San Antonio Ave from Park St to Phillips St	1.2	\$1,746	\$1,746	F	
Spot widen Bon View Ave from Holt Blvd to Belmont St	0.8	\$1,766	\$1,766	F	
Widen Turner Ave from Inland Empire Boulevard to Fourth St from 2 to 4 lanes	1.0	\$714	\$714	F	
Widen Archibald Avenue from Inland Empire Blvd to Fourth St from 4 to 6 lanes	1.0	\$1,921	\$1,921	F	
Widen west 1/2 Milliken/Hamner from SR60 to Riverside Dr from 4 to 6 lanes	0.5	\$381	\$381	F	
Widen west 1/2 Etiwanda Ave from n/o Airport Dr to south of Airport Dr	0.5	\$2,375	\$2,375	F	
Spot widen Eighth St from West Cucamonga Channel to Grove Ave from 2 to 4 lanes	0.5	\$156	\$156	F	
Widen Guasti Rd from Holt Blvd to Archibald Ave from 2 to 4 lanes	1.5	\$932	\$932	F	
Widen State St from Benson Ave to Grove Ave from 2 to 4 lanes	3.0	\$4,621	\$4,621	F	
Widen Phillips St from Benson Ave to Mountain Ave from 2 to 4 lanes	2.2	\$802	\$802	F	
Spot widen Acacia St from Baker Ave to Vineyard Ave from 2 to 4 lanes	0.5	\$70	\$70	F	
Widen a bridge on Grove Ave over West Cucamonga Cr	0.0	\$907	\$907	F	
Widen a bridge Philadelphia St over Cucamonga Cr	0.0	\$2,142	\$2,142	F	
Widen 4th St from Campus Ave to Cucamonga Ave from 2 to 4 lanes	1.5	\$978	\$978	F	
Replace 4th St structure between I-10 westbound ramps and I-10 eastbound ramps and widen to 5 lanes	0.3	\$21,567	\$21,567	F	
Widen 4th St from Vineyard Ave to Archibald Avenue from 4 to 6 lanes, Including W. Cuc. Creek Bridge	1.2	\$1,213	\$1,213	F	
Spot Widen Airport Dr from Kettering to Etiwanda Ave from 2 to 4 lanes, including intersection at Etiwanda/Slover	0.8	\$9,880	\$9,880	F	
Widen a bridge on Archibald Ave over Lower Deer Creek	0.0	\$358	\$358	F	
Widen a bridge on Archibald Ave over Upper Deer Creek Spillway	0.0	\$1,696	\$1,696	D	
Widen a bridge on Archibald Ave over Upper Deer Creek	0.0	\$1,211	\$1,211	D	
Widen Campus Ave from Woodlawn St to Mission Blvd from 2 to 4 lanes	1.8	\$1,130	\$1,130	F	
Widen a bridge on Eighth St over Cucamonga Creek	0.0	\$1,855	\$1,855	F	
Widen Euclid Ave from Riverside Dr to Merrill Ave (east half) from 2 to 4 lanes	NA	\$0	\$0	R	
Spot Widen Francis Ave from Benson Ave to Campus Ave from 2 to 4 lanes	0.8	\$3,225	\$3,225	F	
Widen a bridge on Francis St over West Cucamonga Creek	0.0	\$217	\$217	F	
Widen a bridge on Francis St over Cucamonga Creek	0.0	\$1,806	\$1,806	F	
Widen Grove Ave from I-10 Frwy. to State St from 4 to 6 lanes, Including W. Cuc. Creek Bridge	2.5	\$37,688	\$37,688	D	
Widen Grove Ave from State St. to Holt Blvd from 4 to 6 lanes	NA	\$0	\$0	R	
Widen Holt Blvd from Benson Ave to Vineyard Ave from 4 to 6 lanes	7.7	\$48,817	\$48,817	D	
Widen a bridge on Holt Blvd over West Cucamonga Creek	0.0	\$241	\$241	F	
Widen a bridge on Holt Blvd over Cucamonga Creek	0.0	\$2,692	\$2,692	F	
Widen Jurupa St from Turner Ave to Archibald Ave from 2 to 6 lanes	1.7	\$734	\$734	D	
Widen Mission Blvd from Cypress Ave to Milliken Ave from 4 to 6 lanes	14.5	\$13,600	\$13,600	D/F	
Widen a bridge on Mission Blvd over West Cucamonga Creek	0.0	\$674	\$674	F	
Widen a bridge on Mission Blvd over Cucamonga Creek	0.0	\$1,975	\$1,975	D	
Spot Widen Philadelphia St from Campus Ave to 750' e/o Grove Ave from 2 to 4 lanes	0.9	\$817	\$817	F	
Widen Philadelphia St from Vineyard Ave to Cucamonga Creek from 2 to 4 lanes, including Bridge over Cucamonga Creek	1.3	\$793	\$793	F	
Widen a bridge on Riverside Dr over Cucamonga Creek	0.0	\$1,052	\$1,052	F	
Widen Riverside Dr from Euclid Ave to Milliken (Hamner) Ave from 2 to 4 lanes	NA	\$0	\$0	R	
Widen a bridge on Sixth St over Cucamonga Creek	0.0	\$1,481	\$1,481	F	
Widen Airport Dr under the I-15 Freeway	0.0	\$2,895	\$2,895	F	
Spot Widen Francis St from Bon View Ave to Grove St from 2 to 4 lanes	NA	\$0	\$0	R	
Widen Archibald Ave from Riverside Ave to Edison Ave from 2 to 6 lanes	NA	\$0	\$0	R	
Widen Archibald Ave from Edison Ave to South City Limits from 2 to 6 lanes	NA	\$0	\$0	R	
Widen Belgrave Ave from Haven Ave to Milliken Ave (Hamner Ave) from 2 to 4 lanes	NA	\$0	\$0	R	
Widen Campus Ave from Riverside Dr to Merrill Ave from 2 to 4 lanes	NA	\$0	\$0	R	
Widen Chino Ave from Euclid Ave to Milliken (Hamner) Ave from 2 to 4 lanes	NA	\$0	\$0	R	
Widen Edison Ave from Vineyard Ave to Mill Creek from 2 to 8 lanes	NA	\$0	\$0	R	
Widen Edison Ave from Walker Ave to Vineyard Ave from 2 to 8 lanes	NA	\$0	\$0	R	
Widen Edison Ave from Euclid Ave to Walker Ave from 2 to 8 lanes	NA	\$0	\$0	R	
Widen Edison Ave from Mill Creek to Milliken (Hamner) Ave from 2 to 8 lanes	NA	\$0	\$0	R	
Widen Eucalyptus Ave from Euclid Ave to Milliken (Hamner) Ave from 2 to 4 lanes	NA	\$0	\$0	R	
Widen Grove Ave from Riverside Dr to Merrill Ave from 2 to 4 lanes	NA	\$0	\$0	R	
Widen Haven Ave from Riverside Dr to Belgrave Ave from 2 to 4 lanes	NA	\$0	\$0	R	
Widen Merrill Ave from Euclid Ave to Haven Ave from 2 to 4 and/or 0 to 4 lanes	NA	\$0	\$0	R	
Widen Mill Creek Ave from Riverside to Belgrave from 0 to 4 and/or 2 to 4 lanes	NA	\$0	\$0	R	
Widen West 1/2 Milliken Ave (Hamner Ave) from Riverside Ave to Edison Ave from 2 to 8 lanes	NA	\$0	\$0	R	

Attachment: Nexus21_All_Arterial (8647 : 2021 Update of the Development Mitigation Nexus Study)

Attachment 1

Arterial Projects

(\$ in thousands)

ONTARIO

Arterial Description	Lane-Miles	2019 Cost Estimate	2021 Cost Estimate**	Status (C, D, F, or R)*	2021 Notes
Widen West 1/2 Milliken Ave (Hamner Ave) from Edison Ave to S. City Limits from 2 to 6 lanes	NA	\$0	\$0	R	
Widen Hellman (Ontario) Ave from Riverside Dr to Merrill from 0 to 2/4 lanes	NA	\$0	\$0	R	
Widen Schaefer Ave from Euclid Ave to Haven Ave from 0 to 4 and/or 2 to 4 lanes	NA	\$0	\$0	R	
Widen Vineyard Ave from Riverside Dr to Merrill Ave from 0 to 6 lanes	NA	\$0	\$0	R	
Widen Vineyard Ave from 4th St to I-10 from 4 to 6 lanes	NA	\$0	\$0	R	
Widen Walker Ave from Riverside to Merrill from 2 to 4 lanes	NA	\$0	\$0	R	
Ontario Total	55.2	\$233,462	\$233,462		

*C = Completed, D = In Development, F = Future, R = Removed

**Did not provide input.

Attachment 1
Arterial Projects
(\$ in thousands)

RANCHO CUCAMONGA

Arterial Description	Lane-Miles	2019 Cost Estimate	2021 Cost Estimate**	Status (C, D, F, or R)*	If C, year of completion	2021 Notes
Widen 6th St from Hyssop Dr to 2500' e/o Hyssop Dr from 0 to 2 lanes	0.95	\$841	\$841	F		
Widen Arrow Route from south side 500 ft east of I-15 to 1300 ft east from 2 to 4 lanes	0.49	\$1,370	\$1,370	F		
Widen Arrow Route from Grove St to Baker St from 2 to 4 lanes	1.04	\$1,619	\$1,619	F		
Widen Banyan St from East Ave to Wardman/Bullock (new alignment)	1.89	\$9,804	\$9,804	C	2007	
Widen Banyan St from Etiwanda to East Ave, north side only	N/A	\$1,232	\$1,232	C	2013	
Widen Baseline Rd from Etiwanda Av to I-15 from 3 lanes to 4 lanes		\$1,254	\$1,254	F		
Widen Cherry Ave From S. City Limits to Wilson Ave from 1 to 2 lanes	0.53	\$1,434	\$1,434	F		
Widen Church Ave from Archibald to Haven from 2 to 4 lanes	1.83	\$1,534	\$1,534	F		
Widen East Ave from I-15 to Victoria Ave from 2 to 4 lanes	0.75	\$994	\$994	F		
Widen East Ave from Wilson to North Rim Way (new)		\$547	\$547	F		
Widen East Ave from Fire Station to Wilson Ave		\$1,581	\$1,581	F		
Widen Etiwanda Ave from existing terminus to North Rim Wy (new)		\$658	\$658	F		
Widen Etiwanda Ave from Banyan to Wilson	N/A	\$1,168	\$1,168	F		
Widen Etiwanda Ave from 6th to Arrow Route from 2 to 4 lanes	1.76	\$5,206	\$5,206	F		
Widen Etiwanda Ave from Miller to 850' n/o Miller, east side only	N/A	\$356	\$356	F		
Widen Foothill Bl from Vineyard to Archibald Av from 4 to 6 lanes	2.00	\$1,519	\$1,519	F		
Widen Foothill Blvd from Archibald to Hermosa from 4 to 6 lanes	1.00	\$2,472	\$2,472	F		
Widen Grove Ave from 8th To Tapia Via (east side) from 1 to 2 lanes	0.67	\$1,350	\$1,350	F		
Widen Grove Ave from San Bernardino Rd to Foothill Blvd (east side) from 1 to 2 lanes	0.12	\$829	\$829	F		
Widen Haven from Baseline to I-210 (west side) from 2 to 3 lanes	0.95	\$15,545	\$15,545	C	2006	
Widen Miller Rd from Etiwanda Ave to East Ave from 2 to 4 lanes	1.00	\$3,062	\$3,062	F		
Widen Milliken Ave from 5th St to 700' south (west side)	N/A	\$383	\$383	F		
Widen Victoria Ave from EHS to I-15	N/A	\$369	\$369	C	2015	
Widen Wilson Ave from East Ave to Wardman/Bullock from 0 to 4 lanes	3.00	\$7,572	\$7,572	F		
Widen Wilson Ave from Milliken to west of Day Creek Blvd from 0 to 4 lanes	4.67	\$8,578	\$8,578	F		
Widen Wilson Ave from Etiwanda Ave to East Ave from 0 to 2 lanes	1.00	\$708	\$708	F		
Widen 6th St at Cucamonga Creek Channel (50% RC, 50% Ontario) from 2 to 4 lanes	0.20	\$2,587	\$2,587	F		
Widen 9th St at Cucamonga Creek Channel	N/A	\$1,222	\$1,222	F		
Widen Arrow Route at Etiwanda Ditch from 2 to 4 lanes	0.20	\$1,196	\$1,196	F		
Construct new bridge at Banyan Street and the Etiwanda Creek Channel	0.20	\$1,371	\$1,371	C	2007	
Widen Hellman at Cucamonga Creek Channel (50%RC, 50% Ontario)	N/A	\$7,797	\$7,797	F		
Construct new bridge at Wilson Ave and Etiwanda Creek Channel 4 lanes	0.40	\$2,606	\$2,606	F		
Construct new bridge at Wilson and Day Creek Channel 4 lanes	0.40	\$1,554	\$1,554	F		
Intersection Improvements at Foothill and Archibald	N/A	\$8,554	\$8,554	F		
Construct Signal Interconnect and Provide Signal Coordination on Nexus Study Arterials	N/A	\$9,091	\$9,091	F		
Construct a Traffic Signal at the Intersection of Spruce and Red Oak	N/A	\$442	\$442	F		
Construct a Traffic Signal at the Intersection of Ridgeline and Wilson	N/A	\$442	\$442	F		
Construct a Traffic Signal at the Intersection of Day Creek and Wilson	N/A	\$442	\$442	C	2008	
Construct a Traffic Signal at the Intersection of Spruce and Elm	N/A	\$442	\$442	F		
Construct a Traffic Signal at the Intersection of Hermosa and Church	N/A	\$442	\$442	C	2011	
Construct a Traffic Signal at the Intersection of Spruce and Mountainview	N/A	\$442	\$442	F		
Construct a Traffic Signal at the Intersection of Terra Vista and Town Center	N/A	\$442	\$442	F		
Construct a Traffic Signal at the Intersection of Church and Elm	N/A	\$442	\$442	C	2008	
Construct a Traffic Signal at the Intersection of Church and Mayten	N/A	\$442	\$442	C	2014	
Construct a Traffic Signal at the Intersection of Church and Ramona	N/A	\$442	\$442	F		
Construct a Traffic Signal at the Intersection of Church and Terra Vista	N/A	\$442	\$442	C	2012	
Construct a Traffic Signal at the Intersection of Civic Center and Red Oak	N/A	\$442	\$442	F		
Construct a Traffic Signal at the Intersection of Rochester and Jersey	N/A	\$442	\$442	C	2018	
Construct a Traffic Signal at the Intersection of Terra Vista and Spruce	N/A	\$442	\$442	F		
Construct a Traffic Signal at the Intersection of 4th and Richmond	N/A	\$442	\$442	C	2006	
Construct a Traffic Signal at the Intersection of 4th and Utica	N/A	\$442	\$442	C	2006	
Construct a Traffic Signal at the Intersection of 6th and Hellman	N/A	\$442	\$442	F		
Construct a Traffic Signal at the Intersection of 6th and Utica	N/A	\$442	\$442	C	2017	
Construct a Traffic Signal at the Intersection of 6th and Santa Anita	N/A	\$442	\$442	F		
Construct a Traffic Signal at the Intersection of 6th and Rochester	N/A	\$442	\$442	C	2018	
Construct a Traffic Signal at the Intersection of 6th and Pittsburgh	N/A	\$442	\$442	F		
Construct a Traffic Signal at the Intersection of 6th and Etiwanda	N/A	\$442	\$442	F		
Construct a Traffic Signal at the Intersection of 6th and Cleveland	N/A	\$442	\$442	F		
Construct a Traffic Signal at the Intersection of 6th and Buffalo	N/A	\$442	\$442	C	2008	
Construct a Traffic Signal at the Intersection of Archibald and Banyan	N/A	\$442	\$442	C	2007	
Construct a Traffic Signal at the Intersection of Archibald and San Bernardino	N/A	\$442	\$442	C	2008	
Construct a Traffic Signal at the Intersection of Archibald and Victoria	N/A	\$442	\$442	F		
Construct a Traffic Signal at the Intersection of Archibald and Wilson	N/A	\$442	\$442	F		
Construct a Traffic Signal at the Intersection of Arrow and Center	N/A	\$442	\$442	C	2007	
Construct a Traffic Signal at the Intersection of Banyan and Rochester	N/A	\$442	\$442	F		
Construct a Traffic Signal at the Intersection of Banyan and Wardman Bullock	N/A	\$442	\$442	C	2007	
Construct a Traffic Signal at the Intersection of Base Line and Shelby	N/A	\$442	\$442	F		
Construct a Traffic Signal at the Intersection of Base Line and San Carmela	N/A	\$442	\$442	C	2016	
Construct a Traffic Signal at the Intersection of Camelian and Banyan	N/A	\$442	\$442	C	2017	
Construct a Traffic Signal at the Intersection of Camelian and Wilson	N/A	\$442	\$442	C	2007	
Construct a Traffic Signal at the Intersection of Cherry and Youngs Canyon	N/A	\$442	\$442	F		
Construct a Traffic Signal at the Intersection of East and Miller	N/A	\$442	\$442	C	2018	
Construct a Traffic Signal at the Intersection of East and Highland	N/A	\$442	\$442	F		
Construct a Traffic Signal at the Intersection of Etiwanda and Whittram	N/A	\$442	\$442	C	2015	

Attachment: Nexus21_All_Arterial (8647 : 2021 Update of the Development Mitigation Nexus Study)

Attachment 1
Arterial Projects
(\$ in thousands)

RANCHO CUCAMONGA

Arterial Description	Lane-Miles	2019 Cost Estimate	2021 Cost Estimate**	Status (C, D, F, or R)*	If C, year of completion	2021 Notes
Construct a Traffic Signal at the Intersection of Etiwanda and Garcia	N/A	\$442	\$442	C	2012	
Construct a Traffic Signal at the Intersection of Foothill and Malachite	N/A	\$442	\$442	F		
Construct a Traffic Signal at the Intersection of Foothill and East	N/A	\$442	\$442	C	2010	
Construct a Traffic Signal at the Intersection of Foothill and Cornwall	N/A	\$442	\$442	C	2007	
Construct a Traffic Signal at the Intersection of Haven and Trademark	N/A	\$442	\$442	C	2008	
Construct a Traffic Signal at the Intersection of Haven and Wilson	N/A	\$442	\$442	C	2008	
Construct a Traffic Signal at the Intersection of Haven and Valencia	N/A	\$442	\$442	C	2013	
Construct a Traffic Signal at the Intersection of Hellmen and 8th	N/A	\$442	\$442	C	2019	
Construct a Traffic Signal at the Intersection of Milliken and Wilson	N/A	\$442	\$442	F		
Construct a Traffic Signal at the Intersection of Milliken and 5th	N/A	\$442	\$442	C	2018	
Construct a Traffic Signal at the Intersection of Wilson and Wardman Bullock	N/A	\$442	\$442	C	2007	
Construct a Traffic Signal at the Intersection of Wilson and Etiwanda	N/A	\$442	\$442	F		
Construct a Traffic Signal at the Intersection of Wilson and East	N/A	\$442	\$442	F		
Construct a Traffic Signal at the Intersection of Wilson and San Sevaine	N/A	\$442	\$442	C	2008	
Construct a Traffic Signal at the Intersection of Day Creek and Madrigal	N/A	\$442	\$442	C	2005	
Rancho Cucamonga Total	25.0	\$131,831	\$131,831			

*C = Completed, D = In Development, F = Future, R = Removed

**Completed project cost represents cost at completion in year of completion dollars

Attachment: Nexus21_All_Arterial (8647 : 2021 Update of the Development Mitigation Nexus Study)

Attachment 1

Arterial Projects

(\$ in thousands)

REDLANDS

Arterial Description	Lane-Miles	2019 Cost Estimate	2021 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2021 Notes
Widen Alabama St from N. City Limits to Palmetto from 2 to 4 lanes	4.91	\$14,966	\$14,966	F		
Widen California St from Redlands Blvd to I-10 from 5 to 6 lanes	1.41	\$1,091	\$1,091	F		
Widen California St from Lugonia Ave to San Bernardino Ave from 2 to 6 lanes	3.00	\$1,637	\$1,637	F		
Widen Citrus Ave from Auburn Ct to Wabash Ave from 2 to 4 lanes	1.59	\$1,091	\$1,091	F		
Widen Citrus Ave from Dearborn St to Wabash Ave from 2 to 4 lanes	1.99	\$1,663	\$1,663	F		
Widen Cypress Ave from I-10 to Citrus Av from 2 lanes to 4 lanes	0.49	\$871	\$871	F		
Widen Ford St from 5th Ave to I-10 from 2 lanes to 4 lanes	2.18	\$2,807	\$2,807	F		
Widen Live Oak Cyn Rd from San Timoteo Cyn Rd to E. City Limits from 2 to 4 lanes	14.00	\$8,189	\$8,189	F		
Widen Lugonia Ave from Orange St to Wabash Ave from 2 to 4 lanes	10.00	\$12,307	\$12,307	F		
Widen Lugonia Ave from Tennessee St to Orange St from 2 to 4 lanes	3.83	\$4,714	\$4,714	F		
Widen Mountain View Ave from Lugonia to San Bernardino from 1 to 2 lanes (east side)	1.04	\$704	\$704	F		
Widen Orange St from I-10 to Lugoina Ave from 2 to 4 lanes	2.23	\$4,037	\$4,037	F		
Widen Orange St from Pioneer Ave to N. City Limits from 2 to 4 lanes	5.06	\$12,747	\$12,747	F		
Widen Orange St from Lugonia Ave to San Bernardino Ave from 2 to 4 lanes	2.00	\$1,778	\$1,778	F		
Widen Orange St from San Bernardino Ave to Pioneer Ave from 2 to 4 lanes	1.00	\$1,637	\$1,637	F		
Widen Redlands Blvd from W. City Limits to Alabama St from 4 to 6 lanes	6.06	\$3,554	\$3,554	F		
Widen Redlands Blvd at intersections of Alabama St and Colton Ave	3.28	\$6,001	\$6,001	C	2016	
Widen San Bernardino Ave from SR-210 to Orange St from 2 to 4 lanes	4.14	\$2,690	\$2,690	F		
Widen San Bernardino Ave from Church St to Wabash Ave from 2 to 4 lanes	8.00	\$3,743	\$3,743	F		
Widen Wabash Ave from I-10 to 5th Ave from 0/2 to 4 lanes	4.15	\$6,018	\$6,018	F		
Construct a Traffic Signal at the Intersection of Pioneer Ave and Orange St	NA	\$464	\$464	C	2019	
Construct a Traffic Signal at the Intersection of Wabash Ave and 5th Ave	NA	\$464	\$464	F		
Construct a Traffic Signal at the Intersection of Wabash Ave and I-10	NA	\$464	\$464	F		
Construct a Traffic Signal at the Intersection of Ford St and I-10	NA	\$464	\$464	F		
Construct a Traffic Signal at the Intersection of Dearborn St and Citrus Ave	NA	\$464	\$464	F		
Construct a Traffic Signal at the Intersection of Ford St and I-10 WB	NA	\$464	\$464	F		
Construct a Traffic Signal at the Intersection of Sixth Ave and I-10 EB on-ramp	NA	\$464	\$464	C	2018	
Construct a Traffic Signal at the Intersection of Sixth Ave and I-10 WB off-ramp	NA	\$464	\$464	F		
Construct a Traffic Signal at the Intersection of Wabash Ave and Citrus Ave	NA	\$464	\$464	F		
Widen SR-38 from W. City Limits to E. City Limits from 2 to 4 lanes	NA	\$0	\$0	R		
Install Traffic Signal University St and Colton Ave	NA	\$350	\$350	D		
Redlands Total	80.4	\$96,769	\$96,769			

*C = Completed, D = In Development, F = Future, R = Removed

**Did not provide input.

Attachment 1

Arterial Projects

(\$ in thousands)

RIALTO

Arterial Description	Lane-Miles	2019 Cost Estimate	2021 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2021 Notes
Widen Alder Ave from Baseline Rd to Renaissance Pkwy from 2 to 4 lanes	1.80	\$7,809	\$8,348	C	2020	City CIP
Widen Ayala Dr from Baseline Rd to Renaissance Pkwy from 2 to 4 lanes	1.80	\$6,937	\$6,937	C	2018	Completed City CIP
Widen Renaissance Parkway/Easton from west City Limits to east of Ayala/Cactus Basins	5.50	\$4,329	\$4,329	C/D	2017	MP Rialto:Alder-Palmetto (C) LHR:Alder-Easton (D)
Widen Baseline Rd from West City Limits to Cactus Av/Ayala Rd from 3 to 4 lanes	1.00	\$1,617	\$1,743	D		MP to provide
Widen Baseline Rd from Linden to Cactus Av/Ayala Rd from 3 to 4 lanes	1.00	\$1,500	\$1,617	F		Split into two segments, use City cost estimate
Widen Casmalia Ave from Alder to Locust from 2 to 4 lanes	1.00	\$1,424	\$1,424	C	2017	Thrifty oil Dev Agenda Item C 13-2018 Tab4
Widen Casmalia Ave from West City Limits to Alder from 2 to 4 lanes	1.00	\$2,817	\$3,037	F		
Widen Casmalia Ave from Locust to Ayala Dr from 2 to 4 lanes	1.00	\$2,817	\$3,037	F		
Widen Foothill Blvd from West to East City Limits from 4 to 6 lanes	6.00	\$2,658	\$2,865	F		Reduce miles to fragment require widening;
Construct Linden Ave from Baseline to Miro Way to 4 lanes	0.25	\$400	\$400	C	2017	Completed
Construct Linden Ave from Baseline to Renaissance Pkwy to 4 lanes	2.55	\$3,735	\$3,735	C	2017	Completed
Construct Locust Ave from Baseline to North Walnut to 4 lanes	1.30	\$2,000	\$2,000	C	2017	Completed
Construct Locust Ave from North Walnut to Renaissance Pkwy to 4 lanes	2.20	\$3,948	\$3,948	C	2017	Completed
Widen Merrill Ave from West City Limits to Lilac Ave from 2 to 4 lanes	3.00	\$3,002	\$3,236	F		Renaissance- Panattoni
Construct Pepper Ave from N. Terminus to Highland Ave to 4 lanes	2.60	\$14,882	\$14,882	C	2014	Completed
Widen Pepper Ave from Baseline Rd to 400 ft S. of Foothill Blvd. from 3 to 4 lanes	0.50	\$1,421	\$1,421	C	2017	Completed
Widen Randall Ave from West City Limits to Riverside Ave from 2 to 4 lanes	4.00	\$4,196	\$4,356	C	2020	Completed City CIP
Widen Riverside Ave from Sierra Ave to Locust Ave from 3 to 6 lanes	5.70	\$16,367	\$17,643	F		
Widen Riverside Ave from Locust Ave to Ayala Dr from 3 to 4 lanes	1.30	\$4,843	\$5,221	F		
Widen Riverside Ave from Gateway Plaza to San Bernardino Ave from 4 to 6 lanes	0.72	\$1,233	\$1,233	C	2017	Completed
Widen San Bernardino from Lilac Ave to East City Limits from 2 to 4 lanes	1.50	\$3,510	\$3,510	C	2017	Completed
Construct a Traffic Signal at the Intersection of Baseline and Tamarind with intersection improvements	N/A	\$647	\$697	D		Prologis
Construct a Traffic Signal at the Intersection of Riverside and Linden with intersection improvements	N/A	\$649	\$649	C	2017	Completed
Construct a Traffic Signal at the Intersection of Riverside and Locust	N/A	\$235	\$235	C	2009	Completed
Construct a Traffic Signal at the Intersection of Sycamore and Merrill	N/A	\$184	\$184	C	2011	Completed
Construct a Traffic Signal at the Intersection of Sycamore and Randall with intersection improvements	N/A	\$0	\$0	R		Remove 2017
Construct a Traffic Signal at the Intersection of Valley and Lilac	N/A	\$405	\$405	C	2007	
Construct a Traffic Signal at the Intersection of Acacia and Rialto with intersection improvements	N/A	\$0	\$0	R		Remove 2017
Construct a Traffic Signal at the Intersection of Lilac and Rialto with intersection improvements	N/A	\$0	\$0	R		Remove 2017
Construct a Traffic Signal at the Intersection of Maple and Rialto with intersection improvements	N/A	\$0	\$0	R		Remove 2017
Construct a Traffic Signal at the Intersection of Cactus and Walnut	N/A	\$392	\$392	C	2007	Completed
Construct a Traffic Signal at the Intersection of Cactus and Randall	N/A	\$392	\$392	C	2007	Completed
Construct a Traffic Signal at the Intersection of Merrill and Willow	N/A	\$392	\$392	C	2007	Completed
Construct a Traffic Signal at the Intersection of Riverside and Alder	N/A	\$392	\$392	C	2007	Completed
Construct a Traffic Signal at the Intersection of Valley and Cactus	N/A	\$304	\$304	C	2012	Completed
Construct a Traffic Signal at the Intersection of Pepper and Etiwanda with intersection improvements	N/A	\$0	\$0	R		Remove 2017
Construct a Traffic Signal at the Intersection of Willow and Bloomington	N/A	\$392	\$392	C	2007	Completed
Construct a Traffic Signal at the Intersection of Baseline and Fitzgerald with Intersection Improvements	N/A	\$647	\$697	F		
Construct a Traffic Signal at the Intersection of Baseline and Maple with Intersection Improvements	N/A	\$0	\$0	R	2017	Developer install
Construct a Traffic Signal at the Intersection of Baseline and Locust with Intersection Improvements	N/A	\$0	\$0	R	2017	Developer install
Construct a Traffic Signal at the Intersection of Baseline and Laurel with Intersection Improvements	N/A	\$0	\$0	R	2017	Developer install
Construct a Traffic Signal at the Intersection of Baseline and Alder with Intersection Improvements	N/A	\$450	\$450	C	2018	Apply price index (7.8%)
Construct a Traffic Signal at the Intersection of Foothill and Larch with Intersection Improvements	N/A	\$0	\$0	R		Remove 2017
Construct a Traffic Signal at the Intersection of Valley and Willow with Intersection Improvements	N/A	\$600	\$600	C	2017	Completed
Construct a Traffic Signal at the Intersection of Valley and Spruce with Intersection Improvements	N/A	\$647	\$697	D		Liberty 2017-2089
Construct a Traffic Signal at the Intersection of Lilac and Merrill with Intersection Improvements	N/A	\$0	\$0	R		Remove 2017
Construct a Traffic Signal at the Intersection of Maple and Merrill with Intersection Improvements	N/A	\$0	\$0	R		Remove 2017
Construct a Traffic Signal at the Intersection of Rialto and Eucalyptus with Intersection Improvements	N/A	\$0	\$0	R		Remove 2017
Construct a Traffic Signal at the Intersection of Miro and Alder with Intersection Improvements	N/A	\$647	\$697	D		LHR
Construct a Traffic Signal at the Intersection of Miro and Ayala with Intersection Improvements	N/A	\$0	\$0	R		Remove 2017

Attachment: Nexus21_All_Arterial (8647 : 2021 Update of the Development Mitigation Nexus Study)

Attachment 1
Arterial Projects
(\$ in thousands)

RIALTO

Arterial Description	Lane-Miles	2019 Cost Estimate	2021 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2021 Notes
Construct a Traffic Signal Intersection of Highland Ave. and Pepper with Intersection Improvements	N/A	\$0	\$0	R	2018	Remove 2017; build by interchange project
Construct a Traffic Signal Intersection of Highland Ave. and Easton with Intersection Improvements	N/A	\$357	\$357	C	2013	Completed
Traffic Signal Modifications and Intersection Improvements Foothill Blvd. Corridor	N/A	\$809	\$872	F		Revised scope
Widen Aqua Mansa Rd from Riverside Av to E City Limits from 2 to 4 lanes	0.75	\$2,871	\$3,095	F		
Widen Cactus Av from Valley Bl to Foothill Bl from 3 to 4 lanes	0.20	\$716	\$716	C	2020	Completed City CIP
Widen Valley Bl from Cactus Av to Spruce St from 3 to 4 lanes	0.50	\$1,571	\$2,131	C/D	2020	Completed City CIP and Developer: Liberty
Widen Rialto Ave from Riverside Ave to East City Limits from 2 to 4 lanes	N/A	\$0	\$0	R		Remove 2017
Widen Riverside Ave from South City Limit to Slover Ave. from 4 lanes to 6 lanes.	5.00	\$14,337	\$15,456	D		Reinstate
Intersection Improvements at Riverside Ave/Merit Ave/Bloomington Ave	N/A	\$0	\$0	R		Removed from list in 2013
Intersection Improvements at Riverside Ave and Valley Blvd	N/A	\$0	\$0	R		Removed from list in 2013
Rialto Total	52.2	\$119,484	\$125,128			

*C = Completed, D = In Development, F = Future, R = Remove

Attachment 1
Arterial Projects
(\$ in thousands)

SAN BERNARDINO

Arterial Description	Lane-Miles	2019 Cost Estimate	2021 Cost Estimate**	Status (C, D, F, or R)*	If C, year of completion	2021 Notes
Widen 40th St from Acre Ln to Electric Ave from 2 to 4 lanes	1.0	\$5,421	\$5,421	D		
Widen 5th St from Warm Creek to Pedley from 2 to 4 lanes	2.0	\$6,448	\$6,448	D		
Widen 5th St from Sterling to Victoria from 2 to 6 lanes	6.0	\$967	\$967	F		
Widen Alabama St from 3rd St to City Limits from 2 to 4 lanes	1.0	\$3,224	\$3,224	F		
Widen Campus Pkwy (Pepper-Linden) from Kendall to I-215 from 0 to 4 lanes	1.3	\$9,672	\$9,672	F		
Widen Central Ave (Palm Meadows) from Tippecanoe Av to Mt View Ave from 2 to 4 lanes	3.7	\$5,428	\$5,428	C	2008	
Widen Colston Ave from Tippecanoe to Mt. View from 2 to 4 lanes	4.1	\$7,488	\$7,488	F		
Build a connector road between 3rd St and 5th St from 0 to 4 lanes	1.0	\$6,808	\$6,808	F		
Widen Del Rosa Ave from 6th St to 9th St from 2 to 4 lanes	1.6	\$2,754	\$2,754	C	2012	
Widen Electric Ave from Mt View Ave to Northpark Blvd from 2 to 4 lanes	4.3	\$6,808	\$6,808	F		
Widen "G" St from Mill St to Rialto Ave from 2 to 4 lanes	2.5	\$3,404	\$3,404	F		
Widen "H" St from Kendall Dr to 40th St from 2 to 4 lanes	0.8	\$2,145	\$2,145	D		
Widen Kendall Dr from Cambridge Ave to Pine Ave from 2 to 4 lanes	5.0	\$6,012	\$6,012	C	2009	
Widen Lena Rd from Mill to Orange Show from 0 to 4 lanes	3.5	\$13,615	\$13,615	F		
Widen Little League Dr from Palm Ave to I-215 Frontage Rd from 2 to 4 lanes	3.7	\$5,106	\$5,106	F		
Widen Little League Dr from I-215 Frontage Rd to Belmont Ave from 2 to 4 lanes	1.2	\$3,404	\$3,404	F		
Widen Little Mountain Rd from Devil Creek Channel to 48th St from 2 to 4 lanes	0.6	\$678	\$678	C	2013	
Widen Mill from Pepper to Meridian from 2 to 4 lanes	1.0	\$1,702	\$1,702	F		
Reconstruct Mt Vernon Bridge to 4 lanes (local match)	1.0	\$17,664	\$17,664	D		
Widen Mt View Ave from Thompson Pl to Electric Ave from 2 to 4 lanes	0.4	\$1,362	\$1,362	F		
Widen Mt View Ave Bridge At Mission Creek Channel	0.2	\$2,451	\$2,451	D		
Widen Mt View Ave from I-10 to San Bernardino Ave from 2 to 4 lanes	2.9	\$2,553	\$2,553	D		
Widen Mt View Ave from Riverview to Central from 0 to 2 lanes	0.7	\$14,705	\$14,705	D		
Widen Mt View Ave at railway crossing from 2 to 4 lanes, including gate improvements	0.1	\$511	\$511	D		
Widen Palm Ave from Cajon Blvd to I-215 from 2 to 4 lanes	1.0	\$1,336	\$1,336	C	2015	
Widen Perris Hill Park Rd from 21st St to Pacific St from 2 to 4 lanes	1.8	\$2,723	\$2,723	F		
Widen Rancho from Colton City Limits to 5th St from 2 to 4 lanes	4.4	\$4,765	\$4,765	F		
Widen Rialto Ave from Lena Rd to Tippecanoe Ave from 2 to 4 lanes	1.9	\$3,404	\$3,404	F		
Widen Rialto Ave from Sierra Wy to Waterman Ave from 2 to 4 lanes	1.5	\$5,106	\$5,106	F		
Widen State Street from 16th St to BaselineStreet from 0 to 4 lanes				D		City needs to provide missing information
Widen State Street from 16th St to Foothill Blvd from 0 to 4 lanes	6.7	\$48,400	\$48,400	F		
Widen State St from Foothill Blvd to I-215 from 2 to 4 lanes	6.7	\$17,019	\$17,019	F		
Widen Tippecanoe from Mill St to Harriman from 4 to 6 lanes	10.7	\$12,407	\$12,407	F		
Widen University Pkwy from Hallmark Pkwy to BNSF Grade Separation from 2 to 4 lanes	1.4	\$2,186	\$2,186	C	2009	
Widen Waterman Ave from 5th St to Base Line Rd from 4 to 6 lanes	5.4	\$12,254	\$12,254	F		
Widen Pine Ave from Kendall Dr to Belmont Ave from 2 to 4 lanes	NA	\$0	\$0	R	1992	SBCTA removed pre-2005 Nexus project
San Bernardino Total	91.1	\$239,929	\$239,929			

*C = Completed, D = In Development, F = Future, R = Remove

**Did not provide input.

Attachment: Nexus21_All_Arterial (8647 : 2021 Update of the Development Mitigation Nexus Study)

Attachment 1

Arterial Projects

(\$ in thousands)

UPLAND

Arterial Description	Lane-Miles	2019 Cost Estimate	2021 Cost Estimate**	Status (C, D, F, or R)*	If C, year of completion	2021 Notes
Widen Arrow Hwy from County Line to Central Ave from 2 to 4 lanes	2.9	\$2,874	\$2,874	F		
Widen Arrow Hwy from San Antonio Ave to E. City Limit from 2 to 4 lanes	0	\$8,626	\$8,626	F		
Widen Central Ave from S. City Limits to Arrow Route from 4 to 6 lanes.	1.1	\$3,591	\$3,591	F		
Widen Central Ave from Foothill Blvd to Benson Av from 0 to 4 lanes	2.8	\$14,361	\$14,361	F		
Widen Foothill Blvd from County Line to Central Ave from 2 to 6 lanes	2.7	\$5,900	\$5,900	C	2013	
Widen Foothill Blvd from Benson Ave to East City Limit from 4 to 6 lanes	12.7	\$18,678	\$18,678	F		
Widen 19th St from E. City Limits to Campus Ave from 2 to 4 lanes (Completed)	2.5	\$2,873	\$2,873	C	04/05	Costs were last reported in 2008. SBCTA staff brought costs forward without
Widen Campus Ave from 19th Street to 20th St from 0 to 4 lanes (Completed)	1.2	\$1,767	\$1,767	C	04/05	
Widen Campus Ave from 16th St to 18th St from 2 to 4 lanes (Completed)	2	\$1,064	\$1,064	C	2005	
Upland Total	27.9	\$59,734	\$59,734			

*C = Completed, D = In Development, F = Future, R = Remove

**Did not provide input.

Attachment 1
Arterial Projects
(\$ in thousands)
VICTORVILLE

Arterial Description	Lane-Miles	2019 Cost Estimate	2021 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2021 Notes
Widen Green Tree Blvd from Hesperia to Ridgecrest from 0 to 4 lanes (includes bridge over BNSF Railroad)	4.40	\$44,639	\$46,826	D		Contract awarded 3-16-2021 Based on amend. No. 6 to funding agreement, total project cost estimate is \$46,825,708 and developer share estimate is \$19,888,49
Widen National Trails Hwy from I-15 to 0.1 mi. north of Air Expressway from 2 to 4 lanes	3.60	\$14,213	\$20,500	F		Based on updated cost estimate
Widen Nisqualli Rd from Balsam Rd to Hesperia Rd from 2 to 4 lanes	4.50	\$22,757	\$23,781	C	2009	Escalated 4.5% from 2019 to 2021.
Widen Monte Vista (Aster Rd) from Palmdale Rd to Bear Valley Rd from 0 to 4 lanes	10.00	\$5,156	\$5,388	C/F	2006	Constructed from 0 to 2 lane in 2006. Escalated 4.5% from 2019 to 2021.
Widen Monte Vista (Aster Rd) from Olivine Rd to Sycamore (Del Rosa Rd) from 0 to 4 lanes (50% in sphere)	NA	\$0	\$0	R		
Widen 7th Ave from Bear Valley Rd to Nisqualli Rd from 2 to 4 lanes	NA	\$0	\$0	R		
Widen Amargosa Rd from Rancho Rd to Village Dr from 0 to 4 lanes (includes wash)	NA	\$0	\$0	R		
Widen Amargosa Rd from s/o Air Base Rd to Power Line from 1 to 4 lanes	NA	\$0	\$0	R		
Widen Amargosa Rd from 1780' n/o Village Dr to LADWP Power Line from 0 to 4 lanes	NA	\$0	\$0	R		
Widen Amargosa Rd from 2050' s/o Air Base Dr to Power Line from 0 to 4 lanes	NA	\$0	\$0	R		
Widen Amargosa Rd from Clovis Rd to Rancho Rd from 2 to 4 lanes	NA	\$0	\$0	R		
Widen Amethyst Rd from n/o Hopland to Power Line from 0 to 4 lanes	NA	\$0	\$0	R		
Widen Amethyst Rd from Rancho Rd to Hopland from 0 to 4 lanes	NA	\$0	\$0	R		
Widen Amethyst Rd from Sycamore Rd to Eucalyptus Rd from 0 to 4 lanes (includes wash)	NA	\$0	\$0	R		
Widen Baldy Mesa Rd from Palmdale to La Mesa Rd from 0 to 4 lanes (50% in sphere)	NA	\$0	\$0	R		
Widen Baldy Mesa Rd from La Mesa Rd to Olivine Rd from 0 to 4 lanes	NA	\$0	\$0	R		
Widen Bear Valley Rd from 1270' w/o Topaz Rd to Power Line from 4 to 6 lanes	NA	\$0	\$0	R		
Widen Bear Valley Rd from 1920' e/o Topaz Rd to Power Line from 4 to 6 lanes	NA	\$0	\$0	R		
Widen Bear Valley from US Hwy 395 to Monte Vista Rd from 2 lanes to 6 lanes.	NA	\$0	\$0	R		
Widen Bellflower Rd from Bear Valley Rd to .5 mi s/o Goodwin Dr from 0 to 4 lanes (includes wash crossing)	NA	\$0	\$0	R		
Widen Civic Dr from Mojave Dr to Roy Rogers Dr from 0 to 4 lanes	NA	\$0	\$0	R		
Widen El Evado Rd from 510' s/o Rancho Rd to Power Line from 2 to 4 lanes	NA	\$0	\$0	R		
Widen El Evado Rd from Hopland to Air Expressway from 0 to 4 lanes (incl. wash crossing)	NA	\$0	\$0	R		
Widen El Evado Rd from 1260' n/o Hook Bl to Power Line from 2 to 4 lanes	NA	\$0	\$0	R		
Widen Eucalyptus St from Mesa View to Bellflower from 0 to 4 lanes (50% in Victorville)	NA	\$0	\$0	R		
Widen Eucalyptus St from US-395 to Mesa View Dr from 0 to 4 lanes	NA	\$0	\$0	R		
Widen Eucalyptus St from Mesa Linda Ave to US-395 from 0 to 4 lanes	NA	\$0	\$0	R		
Widen Eucalyptus St from Amethyst Rd to 0.15 mi w/o Cobalt Rd from 0 to 4 lanes (includes wash crossing)	NA	\$0	\$0	R		
Widen Eucalyptus St from Amargosa Rd to Amethyst Rd from 0 to 6 lanes	NA	\$0	\$0	R		
Widen Hook Blvd from US-395 to Topaz Rd from 0 to 4 lanes	NA	\$0	\$0	R		
Widen Hook Blvd from 1820' e/o US-395 to Power Line from 0 to 4 lanes	NA	\$0	\$0	R		
Widen Hook Blvd from 1680' w/o Emerald Rd to Power Line from 0 to 4 lanes	NA	\$0	\$0	R		
Widen Hopland St from w/o Amethyst Rd to At Power Line from 2 to 4 lanes	NA	\$0	\$0	R		
Widen Hopland St from US-395 to Cobalt Rd from 0 to 4 lanes (50% in Victorville)	NA	\$0	\$0	R		
Widen La Mesa Rd from White Rd to Baldy Mesa Rd from 0 to 4 lanes (50% in Victorville)	NA	\$0	\$0	R		
Widen La Mesa Rd from Caughlin Rd to White Rd from 0 to 4 lanes	NA	\$0	\$0	R		
Widen La Mesa Rd from 2010' e/o Topaz Rd to At Power Line from 0 to 4 lanes	NA	\$0	\$0	R		
Widen La Mesa Rd from Baldy Mesa to Cantina Dr from 0 to 4 lanes	NA	\$0	\$0	R		
Widen Mariposa Rd from Yates Rd to 0.20 mi s/o Palmdale Rd from 2 to 4 lanes	NA	\$0	\$0	R		
Widen Mojave Dr from 1190' e/ US-395 to At Power Line from 4 to 6 lanes	NA	\$0	\$0	R		
Widen Mojave Dr from 1000' e/o El Evado Rd to Power Line from 4 to 6 lanes	NA	\$0	\$0	R		
Widen Mojave Dr from w/o Cobalt Rd to At Power Line from 4 to 6 lanes	NA	\$0	\$0	R		
Widen National Trails Hwy from Mojave River to City Limit, 1st St from 2 to 4 lanes (50% in County)	NA	\$0	\$0	R		
Widen National Trails Highway Bridge over Mojave River (replace existing bridge)	NA	\$0	\$0	R		
Widen Ottawa St from Hesperia Rd to 0.4 mil west from 2 to 4 lanes	NA	\$0	\$0	R		
Widen Ottawa St from Mariposa Rd to Ottawa Pl from 0 to 4 lanes	NA	\$0	\$0	R		
Widen Palmdale Rd from US 395 to I-15 from 4 to 6 lanes	NA	\$0	\$0	R		
Widen Rancho from Amargosa to National Trails from 0 to 4 lanes (includes wash crossing)	NA	\$0	\$0	R		
Widen Rancho Rd from Stoddard Wells Rd to National Trails Hwy from 0 to 4 lanes	NA	\$0	\$0	R		
Widen Rancho Rd from Amethyst Rd to El Evado Rd from 0 to 4 lanes	NA	\$0	\$0	R		
Widen Rancho Rd from Pacoima to Power Line from 0 to 4 lanes	NA	\$0	\$0	R		
Widen Rancho Rd from 2025' e/o Gasline Rd to Power Line from 0 to 4 lanes	NA	\$0	\$0	R		
Widen Rancho Rd from Cobalt Rd to Amethyst Rd from 0 to 4 lanes	NA	\$0	\$0	R		
Widen Rancho Rd from w/o El Evado to Power Line from 0 to 4 lanes	NA	\$0	\$0	R		
Widen Rancho Rd from w/o Village Dr to Power Line from 2 to 4 lanes	NA	\$0	\$0	R		
Widen Seneca Rd from 2340' w/o El Evado Rd to Power Line from 3 to 4 lanes	NA	\$0	\$0	R		

Attachment: Nexus21_All_Arterial (8647 : 2021 Update of the Development Mitigation Nexus Study)

Attachment 1
Arterial Projects
(\$ in thousands)
VICTORVILLE

Arterial Description	Lane-Miles	2019 Cost Estimate	2021 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2021 Notes
Widen Seneca Rd from Hesperia Rd to 0.2 m e/o Hesperia Rd from 0 to 4 lanes	NA	\$0	\$0	R		
Widen Seneca Rd from US-395 to Topaz from 0 to 4 lanes	NA	\$0	\$0	R		
Widen Seneca Rd from 2360' e/o US-395 to Power Line from 0 to 4 lanes	NA	\$0	\$0	R		
Widen Seneca Rd from 650' w/o Emerald Rd to Power Line from 0 to 4 lanes	NA	\$0	\$0	R		
Widen Seneca Rd from Topaz Rd to Amethyst Rd from 0 to 4 lanes (Victorville portion)	NA	\$0	\$0	R		
Widen Seneca Rd from .4 m e/o Hesperia Rd to Road B from 0 to 4 lanes	NA	\$0	\$0	R		
Widen Smoketree Rd from Topaz Rd to Amargosa Rd from 0 to 6 lanes (includes wash crossing)	NA	\$0	\$0	R		
Widen Stoddard Wells from Dante St to Osborne Rd, 0.56 mi. s/o I-15, from 2 to 4 lanes	NA	\$0	\$0	R		
Widen Third Ave from 575' s/o Nisqualli Rd to Silica Dr from 0 to 4 lanes	NA	\$0	\$0	R		
Widen Third Ave from Nisqualli Rd to Green Tree Blvd from 2 to 4 lanes	NA	\$0	\$0	R		
Widen Third Ave from 1300' n/o Bear Valley Rd to Bear Valley Rd from 0 to 4 lanes	NA	\$0	\$0	R		
Widen Topaz Rd from 360' n/o Seneca Rd to Power Line from 0 to 4 lanes	NA	\$0	\$0	R		
Widen Topaz Rd from Hopland Rd to Seneca Road from 0 to 4 lanes	NA	\$0	\$0	R		
Widen Topaz Rd from Seneca Rd to Palmdale Rd 0 to 4 lanes (Victorville portion)	NA	\$0	\$0	R		
Widen Topaz Rd from Eucalyptus Rd to Smoketree Rd from 0 to 4 lanes	NA	\$0	\$0	R		
Widen US 395 from Aqueduct to Mojave Dr from 2 to 6 lanes	NA	\$0	\$0	R		
Widen US 395 at Aqueduct from 4 to 6 lanes	NA	\$0	\$0	R		
Bear Valley Rd. from Industrial Blvd. to 555 ft. east of Ridgecrest Rd	0.45	9,865		D		Added as part of an interim update in 2019 under a different name as two separate projects
Victorville Total	23.0	\$96,630	\$96,495			

*C = Completed, D = In Development, F = Future, R = Remove

Attachment 1
Arterial Projects
(\$ in thousands)

YUCAIPA

Arterial Description	Lane-Miles	2019 Cost Estimate	2021 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2021 Notes
Widen 14th St from Yucaipa Blvd to Oak Glen Rd from 2 to 4 lanes	1.11	\$6,832	\$7,057	F		
Widen 5th St from Oak Glen Rd to Yucaipa Bl from 2 to 4 lanes	0.81	\$3,135	\$3,238	C	2013	
Widen 5th St from Yucaipa Bl to County Line Rd from 2 to 4 lanes	2.07	\$6,808	\$7,032	F		
Widen Ave E from 14th St to Bryant St from 2 lanes to 4 lanes	3.33	\$22,782	\$23,532	F		This project will be completed in phases
Widen Bryant St from North City Limit to County Line Rd from 2 to 4 lanes.	5.56	\$13,523	\$13,968	F		
Widen California St from Yucaipa Blvd to County Line Rd from 2 to 4 lanes	2.17	\$3,820	\$3,946	F		
Widen Calimesa Bl from Oak Glen Rd to County Line Rd from 2 to 4 lanes.	2.26	\$4,059	\$4,192	F		
Widen County Line Rd from I-10 to Calimesa Blvd from 2 to 4 lanes	0.19	\$590	\$610	F		
Widen County Line Rd from Calimesa Blvd to Bryant St from 2 to 4 lanes	1.60	\$2,342	\$2,419	F		This project will be completed in phases
Widen Live Oak Canyon Rd from Outer Hwy 10 South to I-10 from 2 to 4 lanes.	0.18	\$2,652	\$2,739	F		
Widen Oak Glen Rd from Colorado St to Bryant St from 2 to 4 lanes	3.89	\$16,813	\$17,367	C	2013	
Widen Oak Glen Rd from Bryant St to Casa Blanca Ave from 2 to 4 lanes	1.21	\$1,715	\$1,772	F		
Widen Wildwood Cyn Rd from Colorado St to Holmes from 2 to 4 lanes	2.23	\$18,827	\$19,446	F		
Widen Wildwood Cyn Rd from Calimesa Bl to Colorado St from 2 to 4 lanes.	1.00	\$2,679	\$2,767	F		
Widen Yucaipa Bl from I-10 to 15th St from 4 to 6 lanes	1.30	\$17,105	\$17,668	F		This project will be completed in phases
Widen Yucaipa Bl from 15th St. to Bryant St. from 4 to 6 lanes	3.68	\$25,385	\$26,220	C	2013	
Yucaipa Total	32.6	\$149,069	\$153,974			

*C = Completed, D = In Development, F = Future, R = Remove

Attachment 1
Arterial Projects
(\$ in thousands)

APPLE VALLEY SPHERE

Arterial Description	Lane-Miles	2019 Cost Estimate	2021 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2021 Notes
Widen Rock Springs Rd from 0.25 miles e/o Glendale Ave to Kiowa Rd from 2 lanes to 4 lanes	3.72	\$10,350	\$10,350	D		
Install traffic signal on Bear Valley Cutoff @ SR-18	N/A	\$601	\$601	F		
Widen Rock Springs Rd from .25M e/o Glendale Ave to Mojave River Crl from 2 lanes to 4 lanes	0.00	\$0	\$0	D		
Apple Valley Sphere Total	3.72	\$10,951	\$10,951			

*C = Completed, D = In Development, F = Future, R = Remove

Attachment 1
Arterial Projects
(\$ in thousands)

CHINO SPHERE

Arterial Description	Lane-Miles	2019 Cost Estimate	2021 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2021 Notes
Widen East End Ave from Chino Ave to Walnut Ave from 2 to 4 lanes	1.90	\$3,663	\$3,663	F		
Widen East End Ave from .13 m s/o Philadelphia Ave to Phillips Blvd from 2 to 4 lanes	1.74	\$2,067	\$2,067	F		
Widen Francis Ave from .11 m w/o East End to .13 m e/o Telephone Ave from 2 to 4 lanes	3.92	\$4,503	\$4,503	F		
Widen Philadelphia Ave from Los Angeles County Line to East End Ave from 2 to 4 lanes	0.44	\$753	\$753	F		
Widen Philadelphia Ave from East End Ave to e/o Norton Ave from 2 to 4 lanes	1.52	\$1,106	\$1,106	F		
Widen Philadelphia Ave from Ramona Ave to .13 m w/o Monte Vista Rd from 2 to 4 lanes	0.68	\$756	\$756	F		
Widen Phillips Blvd from Yorba Ave to Benson Ave from 2 to 4 lanes	2.54	\$3,831	\$3,831	F		
Widen Pipe Line Ave from Chino Ave to Riverside Dr from 2 to 4 lanes	1.00	\$1,100	\$1,100	F		
Widen Pipe Line Ave from Riverside Dr to .28 m s/o Walnut Ave from 2 to 4 lanes	0.40	\$1,039	\$1,039	F		
Widen Pipe Line Ave from .04m s/o Philadelphia Ave to Phillips Blvd from 2 to 4 lanes	1.94	\$3,293	\$3,293	F		
Widen Ramona Ave from Philadelphia to Phillips Blvd from 2 to 4 lanes	1.78	\$2,788	\$2,788	F		
Widen Walnut Ave from .10 m w/o Roswell Ave to Roswell Ave from 2 to 4 lanes	0.20	\$347	\$347	F		
Install traffic signal on Francis Ave @ East End Ave	N/A	\$598	\$598	F		
Install traffic signal on Francis Ave @ Pipe Line Ave	N/A	\$598	\$598	F		
Install traffic signal on Philadelphia Ave @ East End Ave	N/A	\$449	\$449	F		
Install traffic signal on Philips Blvd @ East End Ave	N/A	\$598	\$598	F		
Install traffic signal on Philips Blvd @ Pipe Line Ave	N/A	\$299	\$299	F		
Install traffic signal on Philips Blvd @ Ramona Ave	N/A	\$750	\$750	F		
Install traffic signal on Walnut Ave @ East End Ave	N/A	\$299	\$299	F		
Install traffic signal on Philadelphia Ave @ Pipe Line Ave	N/A	\$0	\$0	R		
Chino Sphere Total	18.06	\$28,837	\$28,837			

*C = Completed, D = In Development, F = Future, R = Remove

Attachment 1
Arterial Projects
(\$ in thousands)

COLTON SPHERE

Arterial Description	Lane-Miles	2019 Cost Estimate	2021 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2021 Notes
Widen Aqua Mansa Rd from .80M W, Rancho Ave E .73M From 2 to 4 lanes	1.46	\$723	\$723	F		
Widen C Street from .07M W, Jackson E/.07M E, Tejon Ave from 2 to 4 lanes	1.00	\$1,710	\$1,710	F		
Widen Olive Street from .07M W, Jackson E/.03M W, Rancho Ave from 2 to 4 lanes	1.02	\$1,613	\$1,613	F		
Widen Reche Cnyn Rd from 1.2m s/o Barton Rd to .78m North from 2 to 4 lanes	1.56	\$2,388	\$2,388	D		
Widen Reche Cnyn Rd from .67M n/w Riv Cnty Line to Colton CL from 2 to 4 lanes	0.52	\$518	\$518	F		
Colton Sphere Total	5.56	\$6,952	\$6,952			

*C = Completed, D = In Development, F = Future, R = Remove

Attachment 1
Arterial Projects
(\$ in thousands)

DEVORE/GLEN HELEN SPHERE

Arterial Description	Lane-Miles	2019 Cost Estimate	2021 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2021 Notes
Widen Devore Rd from I-215 to Kenwood Dr from 2 to 4 lanes	1.78	\$3,513	\$3,513	F		
Widen Devore Rd from Kenwood Dr to Foothill Dr from 2 to 4 lanes	0.32	\$620	\$620	F		
Widen Glen Helen Pkwy from Lytle Creek to Nely/Cajon Blvd from 2 to 4 lanes	7.20	\$11,756	\$11,756	D		
Widen Glen Helen Rd from Glen Helen Pkwy to NW/END from 2 to 4 lanes	1.80	\$1,801	\$1,801	F		
Devore/Glen Helen Total	11.10	\$17,690	\$17,690			

*C = Completed, D = In Development, F = Future, R = Remove

Attachment 1
Arterial Projects
(\$ in thousands)

FONTANA SPHERE

Arterial Description	Lane-Miles	2019 Cost Estimate	2021 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2021 Notes
Widen Alder Ave from Taylor St to Valley Blvd from 2 lanes to 4	0.36	\$222	\$222	F		
Widen Alder Ave from Valley Blvd to San Bernardino Av from 2 lanes to 4	1.00	\$430	\$430	F		
Widen Arrow Route from Hickory Av E/Almeria Ave to Tokay Av from 2 to 4 lanes	6.28	\$8,519	\$8,519	D		
Widen Banana Ave from Jurupa Ave to Slover Ave from 2 to 4 lanes	2.00	\$1,652	\$1,652	F		
Widen Beech Ave from Valley to Randall Ave from 2 to 4 lanes	2.00	\$1,760	\$1,760	F		
Widen Beech Ave from Randall Ave to Arrow Route from 2 to 4 lanes	2.06	\$2,147	\$2,147	F		
Widen Beech Ave from Arrow Route to Foothill Blvd from 2 to 4 lanes	1.02	\$1,326	\$1,326	F		
Widen Calabash Ave from Whittram Ave to N/Foothill Blvd from 2 to 4 lanes	1.64	\$1,846	\$1,846	F		
Widen Cherry Ave Bridge from Merrill Ave to Whittram from 4 to 6 lanes	0.50	\$10,200	\$10,200	F		
Widen Fontana Ave from Valley Blvd to Lime Ave from 2 to 4 lanes	1.76	\$960	\$960	F		
Widen Live Oak Ave from Valley to Randall from 2 to 4 lanes	2.00	\$1,928	\$1,928	F		
Widen Live Oak Ave from Randall to Merrill Ave from 2 to 4 lanes	1.02	\$871	\$871	F		
Widen Live Oak Ave from Arrow Route to Foothill from 2 to 4 lanes	1.00	\$649	\$649	F		
Widen Merrill Ave from Cherry Ave to Catawba from 2 to 4 lanes	3.58	\$4,277	\$4,277	F		
Widen Mulberry Ave from Jurupa Ave to Slover Ave from 2 to 4 lanes	2.00	\$601	\$601	F		
Widen Mulberry Ave from Valley Blvd to San Bernardino Ave from 2 to 4 lanes	1.00	\$868	\$868	F		
Widen Randall Ave from Cherry Ave to Poplar Ave from 2 to 4 lanes	3.00	\$2,874	\$2,874	F		
Widen Randall Ave from Alder Ave to Locust Ave from 2 to 4 lanes	1.00	\$543	\$543	F		
Widen San Bernardino Ave from Alder Ave to Laurel Ave from 2 to 4 lanes	0.60	\$538	\$538	F		
Ph1: Widen San Bernardino Ave from Cherry Ave to Fontana City Limits from 2 to 4 lanes	NA	NA	NA	R		
Ph2: Widen San Bernardino Ave from Cherry Ave to Fontana City Limits from 2 to 4 lanes	NA	NA	NA	R		
Widen San Bernardino Ave from Cherry Ave to Fontana City Limits from 2 to 4 lanes	1.26	\$16,000	\$16,000	D		
Widen Santa Ana Ave from Mulberry Ave to Almond Ave from 2 to 4 lanes	1.56	\$3,737	\$3,737	F		
Widen Valley Blvd from 0.4 miles e/o Commerce Dr to Banana Ave from 5 to 6 lanes	0.91	\$557	\$557	F		
Widen Valley Blvd from Cherry Ave to Hemlock Ave from 5 to 6 lanes	0.75	\$305	\$305	F		
Install traffic signal on Arrow Route @ Calabash Ave	N/A	\$598	\$598	D		
Install traffic signal on Arrow Route @ Live Oak Ave	N/A	\$598	\$598	F		
Install traffic signal on Fontana Ave @ Beech Ave	N/A	\$299	\$299	D		
Install traffic signal on Merrill Ave @ Beech Ave	N/A	\$598	\$598	D		
Install traffic signal on Merrill Ave @ Live Oak Ave	N/A	\$598	\$598	F		
Install traffic signal on Arrow Route @ Cottonwood Ave	N/A	\$598	\$598	F		
Install traffic signal on Arrow Route @ Mulberry Ave	N/A	\$598	\$598	F		
Install traffic signal on Randall Ave @ Alder Ave	N/A	\$150	\$150	F		
Install traffic signal on Randall Ave @ Beech Ave	N/A	\$598	\$598	F		
Install traffic signal on Randall Ave @ Live Oak Ave	N/A	\$598	\$598	F		
Install traffic signal on Randall Ave @ Locust Ave	N/A	\$150	\$150	F		
Install traffic signal on San Bernardino Ave @ Mulberry Ave	N/A	\$598	\$598	F		
Install traffic signal on Santa Ana Ave @ Banana Ave	N/A	\$598	\$598	F		
Install traffic signal on Santa Ana Ave @ Calabash Ave	N/A	\$598	\$598	F		
Install traffic signal on Valley Blvd @ Mulberry Ave	N/A	\$598	\$598	F		
Fontana Sphere Total	38.3	\$70,585	\$70,585			

*C = Completed, D = In Development, F = Future, R = Remove

Attachment: Nexus21_All_Arterial (8647 : 2021 Update of the Development Mitigation Nexus Study)

Attachment 1
Arterial Projects
(\$ in thousands)

HESPERIA SPHERE

Arterial Description	Lane-Miles	2019 Cost Estimate	2021 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2021 Notes
Widen Rancho Rd from 0.3 mi e/o Mariposa Rd east 0.94 mi e/o Mariposa from 2 to 4 lanes	1.88	\$4,729	\$4,729	D		
Widen Rancho Rd from 0.94 mi e/o Mariposa Rd to Escondido Ave from 2 to 4 lanes	3.00	\$11,038	\$11,038	D		
Widen Rancho Rd from Escondido Ave to Hesperia City Limits from 2 to 4 lanes	2.00	\$4,513	\$4,513	D		
Ph 1: Widen Rancho Rd at Escondido Ave (Ph 1 of Widen Rancho Escondido to Hesp CL)	0.80	\$5,067	\$5,067	D		
Widen Summit Valley Rd from SH-138 to 1.88 mi n/o SH-138 from 2 to 4 lanes	3.76	\$6,404	\$6,404	D		
Widen Summit Valley Rd from 1.88 mi n/o SH-138 to 4.06 mi n/o SH-138 from 2 to 4 lanes	4.36	\$4,805	\$4,805	D		
Widen Summit Valley Rd from 4.31 mi n/o SH-138 to 5.51 mi n/o SH-138 from 2 to 4 lanes	2.40	\$4,046	\$4,046	D		
Install a traffic signal on Summit Valley Rd @ SH-138	N/A	\$601	\$601	F		
Hesperia Sphere Total	18.20	\$41,203	\$41,203			

*C = Completed, D = In Development, F = Future, R = Remove

Attachment 1
Arterial Projects
(\$ in thousands)

MONTCLAIR SPHERE

Arterial Description	Lane-Miles	2019 Cost Estimate	2021 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2021 Notes
Widen Benson Ave from 0.18 mi n/o Howard St to State St from 2 to 4 lanes	0.68	\$502	\$502	F		
Widen Benson Ave from Phillips Blvd to 0.06 mi n/o Howard St from 2 to 4 lanes	0.66	\$576	\$576	F		
Widen East End Ave from Phillips Blvd to 0.03 mi s/o Grand Ave from 2 to 4 lanes	0.44	\$330	\$330	F		
Widen Mission Blvd from LA County Line to 0.26 mi e/o Pipe Line from 2 to 6 lanes	0.76	\$903	\$903	F		
Widen Mission Blvd from 0.07 mi w/o Central to Benson from 4 to 6 lanes	1.14	\$1,168	\$1,168	F		
Widen Monte Vista Ave from Phillips Blvd to State St from 2 to 4 lanes	0.80	\$834	\$834	F		
Widen Phillips Blvd from LA County Line to East End Ave from 2 to 4 lanes	0.02	\$103	\$103	F		
Widen Phillips Blvd from East End Ave to Roswell Ave from 2 to 4 lanes	0.50	\$346	\$346	F		
Widen Phillips Blvd from Roswell Ave to Yorba Ave from 2 to 4 lanes	2.00	\$2,986	\$2,986	F		
Widen Pipe Line Av from Phillips Blvd to Mission Blvd from 2 to 4 lanes	1.64	\$2,808	\$2,808	F		
Install traffic signal on Phillips Blvd @ Benson Ave	N/A	\$150	\$150	F		
Install traffic signal on Phillips Blvd @ Monte Vista Ave	N/A	\$375	\$375	F		
Install traffic signal on Phillips Blvd @ Pipe Line Ave	N/A	\$299	\$299	F		
Install traffic signal on Phillips Blvd @ Ramona Ave	N/A	\$375	\$375	F		
Install traffic signal on Phillips Blvd @ Central Ave	N/A	\$0	\$0	R		
Montclair Sphere Total	8.64	\$11,756	\$11,756			

*C = Completed, D = In Development, F = Future, R = Remove

Attachment: Nexus21_All_Arterial (8647 : 2021 Update of the Development Mitigation Nexus Study)

Attachment 1
Arterial Projects
(\$ in thousands)

REDLANDS SPHERE

Arterial Description	Lane-Miles	2019 Cost Estimate	2021 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2021 Notes
Ph 1: Widen Colton Ave from Wabash Ave to King/Agate Ave from 2 to 4 lanes	1.52	\$575	\$575	C	2011	
Ph 2: Widen Colton Ave from King/Agate Ave to Crafton Ave from 3 to 4 lanes	0.25	\$442	\$442	D		
Widen Crafton Hills Parkway from Overcrest to Tennessee from 0 to 2 lanes	1.02	\$6,507	\$6,507	F		
Widen Fifth Ave from Wabash Ave to Crafton Ave from 2 to 4 lanes	2.06	\$2,978	\$2,978	F		
Widen Florida St from Greenspot Rd to Garnet St from 2 to 4 lanes	1.50	\$3,068	\$3,068	F		
Widen Garnet St from SR-38 to 0.57 mi s/o Newport Ave from 2 to 4 lanes	0.26	\$371	\$371	F		
Widen Garnet St from 0.29 mi s/o Newport Ave to Florida St from 2 to 4 lanes	1.20	\$1,974	\$1,974	F		
Widen Garnet St from 0.08 m s/o Mentone Ave to Mentone Ave from 2 to 4 lanes	0.16	\$267	\$267	F		
Widen Garnet St from Mentone Ave to SR 38 from 2 to 4 lanes	0.24	\$423	\$423	F		
Widen Greenspot Rd from 0.19 m n/o Florida St to Florida St from 2 to 4 lanes	0.34	\$387	\$387	F		
Widen San Bernardino Ave from Wabash Ave to Opal Ave from 2 to 4 lanes	0.60	\$749	\$749	F		
Widen Wabash Ave from 0.30 mi s/o Seventh St to 0.13 mi n/o Seventh St from 2 to 4 lanes	0.86	\$1,007	\$1,007	F		
Widen Wabash Ave from 6th Ave to 5th Ave from 2 to 4 lanes	0.50	\$312	\$312	F		
Widen Wabash Ave from SR-38 to San Bernardino Ave from 2 to 4 lanes	1.00	\$552	\$552	F		
Install traffic signal on Colton Ave @ Wabash Ave	0.00	\$299	\$299	F		
Install traffic signal on Crafton Hills Pkwy @ Wabash Ave	0.00	\$598	\$598	F		
Install traffic signal on Fifth Ave @ Wabash Ave	0.00	\$150	\$150	F		
Install traffic signal on Florida St @ Garnet St	0.00	\$598	\$598	F		
Install traffic signal on Garnet St @ SR-38	0.00	\$299	\$299	F		
Install traffic signal on San Bernardino Ave @ Wabash Ave	0.00	\$150	\$150	F		
Redlands Sphere Total	11.51	\$21,705	\$21,705			

*C = Completed, D = In Development, F = Future, R = Remove

Attachment 1
Arterial Projects
(\$ in thousands)

REDLANDS DONUT HOLE

Arterial Description	Lane-Miles	2019 Cost Estimate	2021 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2021 Notes
Install traffic signal on Lugonia @ Nevada St	N/A	\$299	\$299	F		
Install traffic signal on Palmetto Ave @ Alabama St	N/A	\$598	\$598	F		
Install traffic signal on Palmetto Ave @ Nevada St	N/A	\$449	\$449	F		
Install traffic signal on Palmetto Ave @ California St	N/A	\$150	\$150	F		
Redlands Donut Hole Total		\$1,496	\$1,496			

*C = Completed, D = In Development, F = Future, R = Remove

Attachment 1
Arterial Projects
(\$ in thousands)

RIALTO SPHERE

Arterial Description	Lane-Miles	2019 Cost Estimate	2021 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2021 Notes
Widen Alder Ave from Jurupa Ave to .12M north from 2 to 4 lanes	0.24	\$388	\$388	F		
Widen Alder Ave from .12m n, Jurupa to Slover Ave from 2 to 4 lanes	1.80	\$2,459	\$2,459	F		
Widen El Rivino Rd from Cedar Av to Agua Mansa Rd from 2 to 4 lanes	2.26	\$2,016	\$2,016	F		
Widen Jurupa Ave from Locust Ave to Cedar Ave from 2 to 5 lanes	2.34	\$1,999	\$1,999	F		
Widen Jurupa Ave from Lilac Ave to 0.09 mi w/o Willow Ave from 2 to 5 lanes	0.51	\$819	\$819	F		
Widen Jurupa Ave from Tamarind Ave to Alder Ave from 0 to 5 lanes	0.78	\$896	\$896	F		
Widen Jurupa Ave from Cedar Ave to Lilac Ave from 2 to 5 lanes	3.00	\$3,639	\$3,639	F		
Widen Locust Ave from Seventh St to Eleventh St from 2 to 4 lanes	0.54	\$524	\$524	F		
Widen Locust Ave from Jurupa Ave to Santa Ana Ave from 2 to 4 lanes	1.04	\$1,991	\$1,991	F		
Widen Locust Ave from Santa Ana Ave to Slover Ave from 2 to 4 lanes	0.96	\$1,570	\$1,570	F		
Widen Locust Ave from San Bernardino Ave to Randall Ave from 2 to 4 lanes	1.00	\$1,623	\$1,623	F		
Widen Locust Ave from Valley Blvd to San Bernardino Ave from 2 to 4 lanes	1.00	\$1,330	\$1,330	F		
Widen Randall Ave from Locust Ave to Cedar Ave from 2 to 4 lanes	1.50	\$737	\$737	F		
Widen San Bernardino Ave from Laurel Ave to Rialto City Limits from 2 to 4 lanes	2.64	\$2,826	\$2,826	F		
Widen Santa Ana Ave from Locust Ave to Cedar Ave from 2 to 4 lanes	1.50	\$1,590	\$1,590	F		
Widen Santa Ana Ave from Cedar Ave to 0.12 mi e/o Cactus Ave from 2 to 4 lanes	1.76	\$2,077	\$2,077	F		
Widen Santa Ana Ave from Tamarind to Locust Ave from 2 to 4 lanes	1.52	\$2,481	\$2,481	F		
Ph 1: Widen Slover Ave from Cedar Ave to Larch Ave from 2 to 4 lanes	0.50	\$349	\$349	C	2010	
Ph A: Widen Slover Ave from Alder Ave to Linden Ave from 2 to 4 lanes	2.00	\$4,976	\$4,976	C	2015	
Ph B: Widen Slover Ave from Tamarind Ave to Alder Ave & from Linden Ave to Cedar Ave from 2 to 4 lanes	1.00	\$5,327	\$5,327	C	2017	
Ph C: Widen Slover Ave from Larch Ave to Cactus Ave from 2 to 4 lanes	1.00	\$2,036	\$2,036	F		
Install traffic signal on Jurupa Ave @ Alder Ave	N/A	\$299	\$299	F		
Install traffic signal on Jurupa Ave @ Locust Ave	N/A	\$299	\$299	F		
Install traffic signal on Randall Ave @ Locust Ave	N/A	\$150	\$150	F		
Install traffic signal on Santa Ana Ave @ Alder Ave	N/A	\$598	\$598	F		
Install traffic signal on Santa Ana Ave @ Locust Ave	N/A	\$598	\$598	F		
Widen Glen Helen Pkwy from Lytle Creed Rd to I-15 from 2 to 4 lanes	N/A	\$0	\$0	R	2008	
Widen Sierra Ave from I-15 to Lytle Creek Rd from 3 to 4 lanes	N/A	\$0	\$0	R	2011	
Install traffic signal on Glen Helen Pkwy @ Lytle Creek Rd	N/A	\$0	\$0	R	2008	
Rialto Sphere Total	28.89	\$43,596	\$43,596			

*C = Completed, D = In Development, F = Future, R = Removed

Attachment 1
Arterial Projects
(\$ in thousands)

SAN BERNARDINO SPHERE

Arterial Description	Lane-Miles	2019 Cost Estimate	2021 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2021 Notes
Widen Del Rosa Ave from Del Rosa Dr to San Bernardino City Limits from 2 to 4 lanes	0.16	\$83	\$83	F		
Widen Fifth St from Waterman Ave to Pedley Rd from 2 lanes to 4 lanes	0.90	\$1,160	\$1,160	F		
Widen Fifth St from Pedley Rd to Tippecanoe Ave from 2 lanes to 4 lanes	0.74	\$765	\$765	F		
Widen Kendall Dr from Palm Ave to Cajon Blvd from 2 lanes to 4 lanes	3.18	\$4,669	\$4,669	F		
Widen State St from Adams St N/Nolan St from 2 lanes to 4 lanes	2.00	\$6,750	\$6,750	F		
San Bernardino Sphere Total	6.98	\$13,427	\$13,427			

*C = Completed, D = In Development, F = Future, R = Remove

Attachment 1
Arterial Projects
(\$ in thousands)

UPLAND SPHERE

Arterial Description	Lane-Miles	2019 Cost Estimate	2021 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2021 Notes
Widen Euclid Ave from 24th St to Mountain Ave from 2 lanes to 4 lanes	1.92	\$2,641	\$2,641	F		
Widen Mountain Ave from 23rd St to Euclid Ave from 2 lanes to 4 lanes	2.44	\$3,522	\$3,522	F		
Widen San Antonio Ave from 23rd to 24th from 2 lanes to 4 lanes	0.52	\$290	\$290	F		
Widen San Antonio Crescent East from 24th St to San Antonio Crescent West	0.12	\$102	\$102	F		
Install traffic signal on Mountain Ave @ Euclid Ave	N/A	\$598	\$598	F		
Upland Sphere Total	5.00	\$7,154	\$7,154			

*C = Completed, D = In Development, F = Future, R = Remove

Attachment 1
Arterial Projects
(\$ in thousands)

VICTORVILLE SPHERE

Arterial Description	Lane-Miles	2019 Cost Estimate	2021 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2021 Notes
Widen Yates Rd from 0.24M n/o Chinguapin Dr to Fortuna Rd from 2 to 4 lanes	2.46	\$11,089	\$11,089	C		
Widen Baldy Mesa Rd from Mesa St to Duncan Rd from 2 to 4 lanes	3.00	\$3,398	\$3,398	F		
Widen/Pave Baldy Mesa Rd from Duncan Rd to Palmdale (SH 18), pave 2 lanes/widen 2 to 4 lanes	3.00	\$3,595	\$3,595	F		
Pave Duncan Road from Caughlin Rd to Baldy Mesa Rd	4.00	\$2,012	\$2,012	F		
Widen Duncan Road from Caughlin Rd to Monte Vista from 2 to 4 lanes	5.88	\$6,617	\$6,617	F		
Victorville Sphere Total	18.34	\$26,711	\$26,711			

*C = Completed, D = In Development, F = Future, R = Remove

Attachment 1
Arterial Projects
(\$ in thousands)

YUCAIPA SPHERE

Arterial Description	Lane-Miles	2019 Cost Estimate	2021 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2021 Notes
Widen Bryant St from Juniper Ave to SR-38 from 2 to 4 lanes	0.30	\$583	\$583	F		
Install traffic signal on Bryant @ SR-38	0.00	\$299	\$299	F		
Yucaipa Sphere Total	0.30	\$882	\$882			

*C = Completed, D = In Development, F = Future, R = Remove

Minute Action

AGENDA ITEM: 18

Date: July 6, 2022

Subject:

Transportation Development Act Article 3 Allocation for Metrolink Station Accessibility Improvement Project - Phase II

Recommendation:

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

Allocate \$384,945 from the Transportation Development Act Article 3 Contingency Funds for Bicycle and Pedestrian Facilities to the Metrolink Station Accessibility Improvement Project - Phase II to fund anticipated cost increases.

Background:

San Bernardino County Transportation Authority (SBCTA) oversees the disbursement of 2% of the Local Transportation Funds (LTF) made available to counties and cities for facilities geared toward the exclusive use of pedestrians and bicyclists, known as the Transportation Development Act (TDA) Article 3 Program. In August 1999, the SBCTA Board of Directors (Board) approved a policy stipulating that 80% would be available for pedestrian and bicycle projects. The remaining 20% of the Article 3 Program funds would be made available for projects that improve access to transit stops for pedestrians and persons with disabilities. In 2015, the Board approved the use of up to 10% of the funds available for pedestrian and bicycle projects for maintenance of existing bicycle and pedestrian facilities. In 2017, the Board further approved a policy to set-aside a minimum of 50% of the remaining bicycle and pedestrian facilities project funding for smaller projects under \$250,000.

In June 2021 the Board approved the release of a call-for-projects with \$3,119,595 available for Bicycle and Pedestrian Facilities and \$779,899 for Transit Stop Access Improvements awards. Additionally, the Board approved Contingency Funds of \$672,817 for Bicycle and Pedestrian Facilities and \$129,410 for Transit Stop Access Improvements available for unforeseen TDA Article 3 related needs should they arise. The Board has allocated \$100,000 of Contingency Funds for Bicycle and Pedestrian Facilities to the City of Montclair for assistance with replacement of the Pacific Electric Trail Bridge that was lost due to a fire incident, leaving \$572,817 available for Bicycle and Pedestrian Facilities.

The Metrolink Station Accessibility Improvement Project - Phase II (Project), which is being implemented by SBCTA, is funded by Active Transportation Program (ATP) grant funds and local City funds. The ATP grant consist of \$6,131,664, which will be applied to construction and construction engineering. The City funds will cover design and Project Management. The Project will provide safe pedestrian/bicycle access, way-finding signage, high-visibility crosswalks, bicycle parking and improvements to key corridors of the regional bicycle network designed to directly connect to Metrolink stations in five cities within San Bernardino County. Based on the 95% engineer's estimate, it is apparent there will be a construction cost increase. Staff recommends an allocation of \$384,945 from the Contingency Funds for Bicycle and Pedestrian Facilities as there are no other sources of funds available to SBCTA for this type of project.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item
July 6, 2022
Page 2

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget.

Reviewed By:

The item was reviewed and recommended for approval by the General Policy Committee on June 8, 2022.

Responsible Staff:

Ginger Koblasz, Senior Planner

Approved
Board of Directors
Date: July 6, 2022
Witnessed By:

Minute Action

AGENDA ITEM: 19

Date: July 6, 2022

Subject:

Long Range Multimodal Transportation Plan California Department of Transportation Grant Award

Recommendation:

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

Approve Resolution No. 23-001, authorizing the Executive Director, or his designee, to execute Contract No. 23-1002824 and any amendments, subject to approval as to form by General Counsel, a Restricted Grant Agreement between San Bernardino County Transportation Authority (SBCTA) and the California Department of Transportation for SBCTA to receive an amount not-to-exceed \$594,479 for the development of the San Bernardino County Long Range Multimodal Transportation Plan.

Background:

While the San Bernardino County Transportation Authority (SBCTA) has had a Countywide Transportation Plan (CTP) with multimodal and sustainability elements since 2015, these elements have not been fully integrated, nor has it kept up with major changes in state directives on sustainability. In particular, it has not been resilient in a way that responds to disruptions seen over the last few years, such as: COVID-19 pandemic, climate change, and changes in technology and travel patterns that have ensued. Thus, SBCTA needs to build a new foundation that will produce a Long Range Multimodal Transportation Plan (LRMTP) that will adapt and respond to these challenges.

The transportation system envisioned in the LRMTP will enable SBCTA and the jurisdictions in San Bernardino County to thrive across the diverse spectrum of our 1) population, 2) geography, 3) economic conditions, and 4) the natural and built environments. It will do so while also responding to new policy initiatives from the California Transportation Plan 2050 (CTP 2050) and the Climate Action Plan for Transportation Infrastructure (CAPTI). The vision and strategies within the LRMTP will address at least nine (9) cross-cutting functional areas (e.g., Vehicle Miles Traveled (VMT) reduction, equity, health, etc.). Active partners in the planning process will include 25 local jurisdictions, five (5) transit operators, California Department of Transportation (Caltrans), Metrolink, Southern California Association of Governments (SCAG), and representatives of other diverse interests (health, active transportation, air quality, etc.).

In October 2021, SBCTA staff, with Executive Director approval, submitted an application through Caltrans' Sustainable Transportation Planning/Sustainable Communities Grant program to develop a LRMTP. The application proposed to hire an experienced consultant to deliver the following:

- 1) Existing conditions and policy context tech memos;
- 2) Future scenarios that may impact travel, revenue, development, and resiliency;
- 3) Visioning document;
- 4) Performance measures and analysis methodology, including transit ridership, mode shares (including work-at-home) and VMT/Greenhouse Gas analysis;

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

July 6, 2022

Page 2

- 5) Financial scenarios, including constrained and unconstrained;
- 6) Subarea LRMTTP fact sheets; and
- 7) Draft and Final LRMTTP.

In April 2022, SBCTA received award notification from Caltrans for the San Bernardino County LRMTTP project. The recommendations in this agenda item represent requirements from Caltrans for a grant agreement.

Financial Impact:

This item is not consistent with the Fiscal Year 2022/2023 Budget. An administrative budget amendment will be submitted to identify the revenue and payable codes.

Reviewed By:

The item was reviewed and recommended for approval by the General Policy Committee on June 8, 2022. SBCTA General Counsel has reviewed this item and the draft resolution.

Responsible Staff:

Ginger Koblasz, Senior Planner

Approved
Board of Directors
Date: July 6, 2022

Witnessed By:

RESOLUTION NO. 23-001

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA) AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE SBCTA LONG RANGE MULTIMODAL TRANSPORTATION PLAN (LRMTP)

WHEREAS, SBCTA is eligible to receive Federal and/or State funding for certain transportation planning related plans, through the California Department of Transportation;

WHEREAS, SBCTA has been successful in being awarded a State transportation planning grant in the amount of \$594,479;

WHEREAS, SBCTA needs to execute a Restricted Grant Agreement with the California Department of Transportation before such funds can be claimed through the Transportation Planning Grant Programs;

WHEREAS, SBCTA wishes to delegate authority to the SBCTA Executive Director to execute this agreement and any amendments.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of San Bernardino County Transportation Authority, as follows:

Section 1. The Executive Director, or designee, is authorized to execute a Restricted Grant Agreement and any amendments between SBCTA and the California Department of Transportation, necessary for the award of the State transportation planning grant to SBCTA in the amount of \$594,479.

Section 2. This Resolution is effective upon the date of its adoption.

APPROVED AND ADOPTED by the San Bernardino County Transportation Authority at its meeting on July 6, 2022.

Art Bishop, President
San Bernardino County Transportation Authority

ATTEST:

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

California Department of Transportation

DIVISION OF TRANSPORTATION PLANNING
P.O. BOX 942873, MS-32 SACRAMENTO, CA 94273-0001
(916) 261-3326 | TTY 711
www.dot.ca.gov



SENT VIA E-MAIL

On behalf of the California Department of Transportation (Caltrans), Division of Transportation Planning, we are pleased to congratulate you on your Sustainable Transportation Planning Grant award.

Sustainable Transportation Planning Grant Program						
Grant Award Fiscal Year	2022-23	Grant Category	Sustainable Communities Competitive		Grant Fund Source	RMRA
Project Title	San Bernardino County Long Range Multimodal Transportation Plan					
Grantee/Agency	San Bernardino County Transportation Authority					
Executive Director	Raymond Wolfe, Executive Director					
Grantee/Agency Contact	Josh Lee, Chief of Planning					
Sub-Recipient(s)	NA					
Caltrans District Contact(s)	Ricky Rivers					
Caltrans District Contact(s) E-mail	ricky.rivers@dot.ca.gov					
Grant Award	Local Match (Cash)	Local Match (In-Kind)	Total Local Match	% Local Match	Total Project Cost	
\$594,479	\$96,021	\$0	\$96,021	13.91%	\$690,500	
Conditions of Award Due to Caltrans		Grant Expiration Date		Final Invoice Due		
06/03/22		02/28/25		04/29/25		
* The final contractually agreed upon Local Match and Fund Source are located on the Grant Application Cover Sheet and Project Cost and Schedule. Any change in Local Match that increases/decreases the Total Project Cost must be approved by Caltrans and may require a Formal Amendment. Each invoice must include the contractual/agreed upon local match % - any deviation to this amount requires an approved Tapered Local Match Amendment prior to invoice submittal. Any change to the Local Match Fund Source requires prior Caltrans approval and an Administrative Amendment.						

Attachment: LRMTTP - Caltrans Award Letter (8728 : Long Range Multimodal Transportation Plan Caltrans Grant Award)

Caltrans Sustainable Transportation Planning Grant Program
Grant Award
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Next Steps

1. The Caltrans District Grant Manager will schedule a Conditional Award Teleconference, with your agency soon.
 - A list of conditions and project revisions necessary to accept grant funding will be provided at this meeting as well as a follow-up email outlining the discussion.
2. The required conditions must be submitted to the Caltrans District Grant Manager no later than the date listed in the table above.
 - Failure to satisfy these conditions will result in the forfeiture of grant funds.
3. The Caltrans District Grant Manager will review and approve all items required to fulfill the Conditions of Grant Acceptance outlined in the teleconference and follow-up email.
4. Once the required conditions are met and agreements in place, the Caltrans District Grant Manager will:
 - Send a Notice to Proceed letter (for MPO/RTPAs, this will happen after the OWP/OWPA formal amendment is processed). *Grant work cannot begin until the Notice to Proceed letter is received by your agency.*
 - Coordinate and schedule a grant kick-off meeting with your agency.

If you have questions concerning your Conditional Grant Award, please reach out to your Caltrans District contact listed in the table above.

Sincerely,



ERIN THOMPSON
Chief, Office of Regional and Community Planning

SCOPE OF WORK

Project Information	
Grant Category	Sustainable Communities Competitive
Grant Fiscal Year	FY 2022-2023
Project Title	San Bernardino County Long Range Multimodal Transportation Plan (SBC LRMTMP)
Organization (legal name)	San Bernardino County Transportation Authority (SBCTA)

Introduction

Need for the Project and Relationship to State Initiatives and Prior Efforts

The San Bernardino County Transportation Authority (SBCTA) proposes to hire an experienced consultant to develop the San Bernardino County Long Range Multimodal Transportation Plan (SBC LRMTMP) to provide a comprehensive, multimodal transportation vision for the County through 2045. Active participants will include 25 local jurisdictions, five transit operators, Caltrans, Metrolink, Southern California Association of Governments (SCAG), and representatives of other diverse interests (health, active transportation, air quality, etc.). SBCTA has a Countywide Transportation Plan (CTP), developed originally in 2015 and updated in 2021 (termed an "Interim Update"). But a major update is needed to account for many changes that have occurred in the transportation landscape over that period.

Of these changes or new initiatives, chief among them are the California Transportation Plan 2050 (CTP 2050) and the Climate Action Plan for Transportation Infrastructure (CAPTI), both of which were adopted in 2021. There are other legislative and policy initiatives in addition to these documents, but they encapsulate the overall direction being provided for multimodal transportation statewide going forward. The purpose of each document and the relationship of the LRMTMP to those documents can be summarized as:

- The CTP 2050 is described on the Caltrans website as "a policy framework that provides a common vision for the future of our transportation system. The CTP 2050 is a roadmap for making effective, equitable, transparent, and transformational transportation decisions in California. The CTP 2050 ... is the result of an extensive, multi-faceted public engagement process that responds to federal and state laws and regulations regarding public engagement." **LRMTMP relationship: The LRMTMP will take the planning principles in the CTP 2050 and apply them in the context of a county-level, multimodal plan. Certain specific strategies in the CTP 2050 will also be germane to strategies applicable to San Bernardino County.**

- The California State Transportation Agency (CalSTA) describes CAPTI as a “plan that details how the state recommends investing billions of discretionary transportation dollars annually to aggressively combat and adapt to climate change while supporting public health, safety and equity. CAPTI builds on executive orders signed by Governor Gavin Newsom in [2019](#) and [2020](#) targeted at reducing greenhouse gas (GHG) emissions in transportation, which account for more than 40 percent of all emissions, to reach the state's ambitious climate goals.” A particular focus of CAPTI is to reduce vehicle miles traveled (VMT) as part of the overall strategy to reduce GHGs. CalSTA adopted CAPTI in July, 2021. **LRMTP relationship: SBCTA has prepared two county-level GHG reduction plans 2014 (in response to AB 32 - with 2020 goals) and 2021 (in response to SB 32 - with 2030 goals), from which local jurisdictions have prepared Climate Action Plans (CAPs). This now sets the stage for climate-based transportation planning, and the LRMTP will do for transportation what the CAPs have done for land use and city-level facilities. At the same time, CAPTI emphasizes that “no one-size-fits- all.” And, for a county as large and diverse as San Bernardino, with valleys, mountains, and deserts, each subarea will need to be addressed based on its geographic, demographic, and infrastructure characteristics. Yet the 10 CAPTI “guiding principles” can be applied across these diverse environments, likely with solutions that vary by subarea. The same is true in the relationship to the CTP 2050.**

While the 2015 CTP and the 2021 CTP Interim Update incorporated many of the emerging planning practices and responded to legislation on greenhouse gases (GHGs) and sustainability that existed at that point, significant changes have occurred since that time. In addition, SCAG has now produced its 2020 Regional Transportation Plan/Sustainable Communities Strategy (branded *Connect SoCal*), and a range of state, regional and local agencies have roles in implementing that plan. The San Bernardino LRMTP will constitute a part of that ongoing implementation process and can be analyzed at a greater level of detail for San Bernardino County than is possible with the much larger SCAG RTP/SCS. While local jurisdictions are responsible for land use decisions, the LRMTP will include a set of principles for encouraging land use strategies that work hand-in-hand with the regional multimodal transportation system.

SBCTA has undertaken other planning efforts that provide an additional foundation for the LRMTP, but had distinctly different purposes. Table 1 cites several of the studies and how the LRMTP is focused differently.

**Table 1. Foundational Planning Efforts in San Bernardino County
and their Relationship to the LRMTF**

Name of Planning Effort(s)	Description	How Related to or Different from the LRMTF
Inland Empire Comprehensive Multimodal Corridor Plan (IE CMCP)	This was a partnership project completed in 2020 by Caltrans, RCTC, and SBCTA to define transportation problems and corresponding strategies for 5 east-west and 5 north-south corridors in the IE, required to be eligible for the SB 1 SCCP program.	CMCP is more focused at integrating planning elements at the corridor level and shorter term strategies/projects. LRMTF is more focused at countywide network level and longer term, with particular emphasis on the transit/land use strategy for SB County only. It will have a long-term financial plan that does not exist in the CMCP.
San Bernardino Countywide Transportation Plan (CTP)	The CTP is similar to countywide transportation plans prepared for LA, Orange, and similar counties. The original CTP was prepared in 2015, with an "Interim Update" prepared in 2021, just to bring the CTP current with state policy and current project descriptions.	The LRMTF will further develop the countywide vision for transit, land use, and other alternate modes. For example, it will clarify the vision for Bus Rapid Transit, and have a more rigorous analysis of a feasible transportation investment strategy. The CTP has not directly addressed the initiatives contained in the CTP 2050 or CAPTI.
Customer-Based Ridesharing and Transit Interconnectivity Study	The Customer-Based Study was an effort to develop implementable projects to enhance transit, TDM, transportation technology initiatives and transit amenities at the local level. It created 17 specific actions/projects that could be undertaken, several of which are now being advanced.	The Customer-Based Study focused on such things as first/last mile projects, tripper service, fare integration, and transit information. The LRMTF will incorporate some of these initiatives into the long-term strategic approach of the LRMTF but will not get into as much detail on project development.
The Public Transit – Human Services Transportation Coordination Plan for San Bernardino County, 2021-2025 (referred to as the "2021 Coordinated Plan").	The 2021 Coordinated Plan serves to document mobility needs and gaps of seniors, persons with disabilities, persons of low income, veterans and tribal members living and traveling within San Bernardino County.	The Coordinated Plan is an important input to the LRMTF and will be referenced for connections to disadvantaged populations. Substantial public input was received and will be referenced in summary fashion in the LRMTF.
Short Range Transit Plans (SRTPs)	There is one SRTP for each of our five transit operators, plus Metrolink, and the plans are currently being updated in response to conditions brought about by the pandemic.	The transit component of the LRMTF will be founded on the transit agency SRTPs. These serve as a basis for establishing existing operations and near-term financial requirements going forward.

SBCTA 10-Year Delivery Plan	The 10-Year Plan represents the near-term plan of investment for projects to which a commitment was made in the Measure I Expenditure Plan. A new Plan is anticipated for approval in December 2021.	The 10-Year Plan covers all modes and represents the near-term investments for Measure I projects. The LRMTTP will build on the 10-Year Plan but will also influence how investments are made in future 10-Year Plans. The 10-Year Plan has specific funding sources assigned to projects. The LRMTTP balances overall funding with overall expenditures, not project by project.
San Bernardino Countywide Zero-Emission Bus Study (Master Plan - 2020)	SBCTA developed the Master Plan to guide the five transit operators within SB County in their transition to a zero-emission (ZE) fleet, in accordance with the CARB Innovative Clean Transit (ICT) regulation, representing a mandate for the full conversion of bus fleets to ZE by 2040.	The LRMTTP must include this transition to a ZE fleet in its long-term financial planning. It will help to quantify the level of financial assistance likely to be needed for this transition to occur.
San Bernardino County Active Transportation Plan (aka Non- Motorized Transportation Plan)	The ATP identifies a comprehensive plan for bicycle and pedestrian networks as well as a set of such projects for near-term consideration for competitive funding.	The ATP will likely be incorporated into the LRMTTP by reference, with a summary provided in the body of the LRMTTP. The ATP is a living document, with periodic updates to ATP projects to stay current.
SB 743 VMT Implementation Study, Phases 1 and 2.	The two-phased SB 743 study has assisted local jurisdictions with implementing their local approach to vehicle miles travelled (VMT) analysis under CEQA (Phase 1) as well as dealing with broader issues of VMT mitigation countywide	The approach to VMT analysis and mitigation serves as an “overlay” to other analyses that will be conducted for the LRMTTP. The CAPTI principles have a strong emphasis on VMT reduction and sustainability, which will be a theme of the LRMTTP.

As will be seen later, SBCTA is well on the way toward implementing many of the state and regional sustainability initiatives. But these plans and implementation strategies are not as yet fully integrated. In particular, the LRMTTP needs to pull together the long-term implementation strategy for transit, transportation demand management, and land use. The Short Range Transit Plans (SRTPs) provide the near-term look for our five transit operators (Omnitrans), Victor Valley Transit Authority (VVTA), Mountain Area Regional Transit Authority (MARTA), Morongo Basin Transit Authority (MBTA), and City of Needles Transit Services. But a long range transit vision needs to be provided as context for the short range in our ongoing work with the Federal Transit Administration. The people- moving system needs to be seen as an integrated, customer-focused network of rail, bus, bike/pedestrian, Transportation Demand Management (TDM), and first/last-mile systems. The needs of freight movement must also be incorporated into the effort to bring a complete picture together of the movement of both people and goods. In addition, the financial requirements for realizing

the long term vision have not been assessed. This will be examined in terms of both traditionally available resources as well as the case of "what if" additional resources were to become available.

The California Transportation Plan 2050 and CAPTI have now been adopted, and Caltrans will be moving into the implementation stage. The State's CAPTI initiative is part of that implementation and establishes an important investment framework that: 1) builds toward an integrated, statewide rail and transit network; 2) invests in networks of safe and accessible bicycle and pedestrian infrastructure; and 3) includes investments in light, medium, and heavy-duty zero-emission-vehicle (ZEV) infrastructure or supportive infrastructure as part of larger transportation projects. Other State plans are also critical to where we are headed, such as the Caltrans Interregional Transportation Strategic Plan, and the next iteration of the CARB AB 32 Climate Change Scoping Plan.

Resiliency – A Theme of the LRMTF

If there is one thing that COVID-19 has taught us, it is that "the future is uncertain." Therefore, the LRMTF will be framed around "alternative futures," using scenario analysis and building a strong relationship to state plans and regional planning efforts such as SCAG's 2020 *Connect SoCal*, positioning this LRMTF to feed input to the SCAG 2024 RTP/SCS.

According to a recent report by Deloitte (a global firm focusing on strategy and analytics across business sectors), "Understanding COVID-19's Impact on the Transportation Sector," transportation organizations will need to ensure that transportation networks can continue to operate through (and recover from) future catastrophic events and lockdown measures; longer-term investment programs may need to be re-planned and re-prioritized in light of decreased revenue; and commuting and future travel patterns may not look the same as in their pre-COVID-19 state. The challenge we face is that we do not know what the "new normal" is, and it is possible that there may never be a "new normal," hence the need for resiliency, adaptability, and scenario analysis in our planning going forward. This is a major theme running through SBCTA's approach to the LRMTF, and we believe it will have applicability statewide.

Scenarios will need to be developed during our planning process to better prepare and position SBCTA and its transportation partners (transit agencies, local governments, Metrolink, Caltrans, etc.) as we collectively address the goals of vehicle trip reduction (per SB 743), GHG reduction, equity, air quality, health outcomes, accessibility, mobility, modal integration, and system resiliency. Scenarios will be needed to address responses to federal and State policy direction, uncertainty in revenue streams, future pandemics, and other emergencies. The intent is that our multimodal vision will set a course that is strategic, yet practical in its implementation, and agile enough to respond to the uncertainties of the kind we experienced in 2020/2021.

The LRMTF will take what we have called the "next step" in transportation planning for San Bernardino County, as has been described above. This means better integrating our existing transportation and sustainability plans, and making them more resilient, more adaptable to changing conditions. It will include some of the traditional goals for both

people and freight to ensure the safe and efficient management, cost-effective operation and development of a regional multimodal transportation system, linked with appropriate land use planning, to efficiently serve the mobility needs of San Bernardino County residents and our economy.

But it will also go beyond that to address some of the harder, more complex issues of resiliency and adaptability in the context of State and regional policy direction. The LRMTTP will be integrated with regional jurisdiction land use planning to achieve local, regional and federal goals, especially as they relate to affordable single- and multi-family housing initiatives. For example, SBCTA will engage decision makers from municipalities, the County, transit agencies, and nonprofit and private affordable housing developers to identify affordable housing locations and complementary transportation options that will meet the needs of low-income commuters. Developing routes and schedules that work best for these residents, working with transit providers to make transit use easy for all riders, and working with other agencies to create connected communities will be a key goal.

A recent study by the U.S. Department of Housing and Urban Development¹ identified 'connected communities' as places with affordable housing options, pedestrian-friendly street designs, public spaces, and transportation options to access major employment centers, key goods and services, and amenities. Findings included 1) Coordination among different departments that play a role in housing and transportation can aid in the creation of connected communities; 2) The types of transportation options that residents need can vary depending on the city's location within the region; 3) Land use plays an important role in determining the ease with which residents can make use of alternate transportation options; and 4) Considering location and transportation accessibility in selecting sites for new affordable housing can help create connected communities. These guiding lessons will be incorporated into our discussions during outreach with our housing stakeholders.

Other priorities to be evaluated include: accessibility, GHG emission reduction, transportation electrification, climate resilience, economic resilience, improving transportation mobility, equity, air quality, health, and ensuring that the regional transportation system addresses tribal, local, and regional mobility and economic needs. But these need to be further developed and integrated. Long-range transportation planning will also provide the opportunity for SBCTA to compare alternative improvement strategies, track performance over time, and identify funding priorities.

Background

The County of San Bernardino is the largest county in the United States by area at over 20,000 square miles, with a 2.2 million population, almost 800,000 employment and a diverse mix of geography that includes urban development, farmland, the San Bernardino Mountains, and large swaths of desert. The County is also an economic engine for the state and one of the largest logistics centers in the U.S., with some 250 million square feet of distribution/manufacturing/warehouse facilities. It was, until the pandemic, home to the

¹ [Connected Communities: Linking Affordable Housing and Transportation | HUD USER](#).

fastest growing commercial airport in the U.S., Ontario International Airport, with 5.6 million passengers per year and serving as a freight hub second only to LAX in the region. While there is substantial out-of-county travel for work, the San Bernardino Valley is also a major work destination, and a majority of employed residents work inside the County. And the Valley has been steadily densifying. Given that it is home to the highest-ridership Metrolink line on the 500-mile commuter rail system, there is an opportunity to build on these investments, setting the stage for higher density land development around our growing number of transit stations. An extensive network of bus routes also exists in both the Valley and Victor Valley (with an operational Bus Rapid Transit line serving San Bernardino and Loma Linda, and another on the way in Ontario and Rancho Cucamonga). The section below provides some highlights concerning our near-term multimodal transportation investments that will keep San Bernardino County moving and represent part of our transportation vision.

Overview of SBCTA Multimodal Transportation Investments

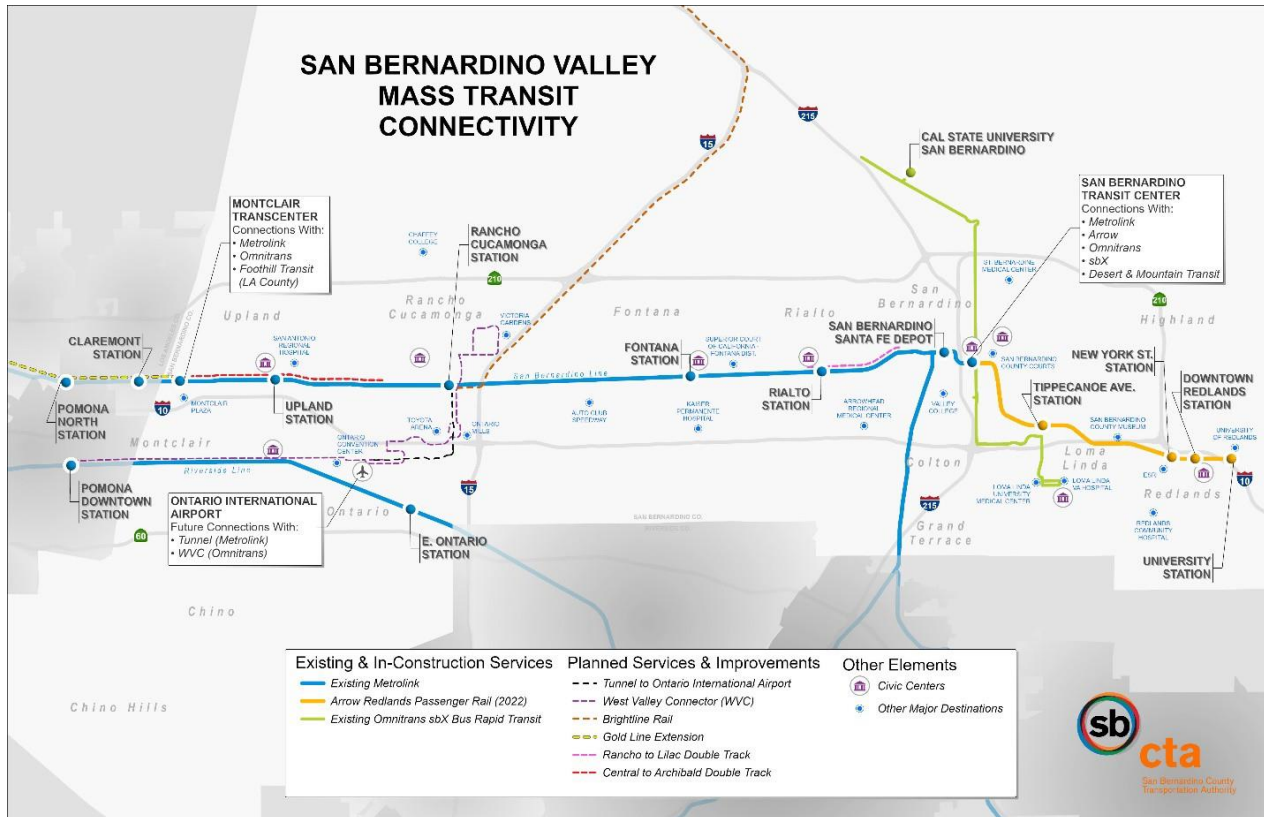
Multimodal transportation initiatives are coming together in San Bernardino County, particularly in the Valley subregion, in an unprecedented way. SBCTA has been collaborating with our state and local partners on various aspects of this multimodal vision for several years. But progress has recently accelerated, even during the COVID- 19 pandemic. SBCTA envisions all of these initiatives being operational within the next two to five years, ready to serve industry and the traveling public as we emerge from the pandemic.

The proposed LRMTTP represents the beginning of a multimodal vision that incorporates strategies for increasing transit, zero-emission transit, shared-rides, and active transportation, in addition to supporting the efficient movement of goods. These advances are accompanied by progress in building a system of multimodal express lanes and auxiliary lanes on Interstates 10 and 15 as part of a planned region-wide express lane network, launched in 2012 with the adoption of the RTP/SCS by SCAG. The LRMTTP will enable us to carefully evaluate and plan for express lane expansion based on the location/local community, prioritization of ZEV trucks, buses, and HOVs, and material use (i.e., increased impervious surfaces, and making sure these efforts are accessible and beneficial to low-income, historically burdened and under-served communities). Project highlights include the following, the locations of which can be identified in the map on the subsequent page:

- **New “Arrow” Hybrid Rail Passenger Service between Redlands and San Bernardino** - The Redlands Passenger Rail Project (RPRP) is expanding the Metrolink system through an innovative nine-mile, five-station, regional rail project that provides additional transportation choices through the introduction of a new rail service, known as Arrow. The service, scheduled to begin in early 2022, uses self-powered, low-emission trainsets, or “multiple units.” Then by 2024, a first-in-the-nation hybrid battery hydrogen-powered vehicle will come on-line, known as the zero-emission multiple unit (ZEMU).
- The nineteen-mile **Zero-Emission West Valley Connector Bus Rapid Transit (BRT) project** will be operational by 2024. It connects four cities (Pomona, Montclair, Ontario, and Rancho Cucamonga), Ontario International Airport (ONT), and two different Metrolink passenger rail lines (Riverside and San Bernardino lines), with dedicated lanes for BRT on Holt Boulevard in Ontario.

- **The Countywide Zero-Emission Bus Initiative** is a coordinated effort to identify the steps and funding needed to transform the diverse fleet of the five transit operators in San Bernardino County whose combined service area stretches from the flatlands of the Valley, through mountainous peaks, and low and high deserts.

Overview Map of the Emerging Transit Connectivity “Vision” in the San Bernardino Valley



- **Upgrades in Metrolink Service on the San Bernardino Line** - Metrolink is evaluating scenarios to add significant train service on the Metrolink San Bernardino Line (SBL) by 2025, as part of the Southern California Optimized Rail Expansion Program (SCORE), a regional expansion plan. Not only would this facilitate improved access to ONT, but it will allow cities along the line in the San Bernardino and San Gabriel Valleys to better encourage transit-oriented development. This is an investment in the future of all these cities. The increase in Metrolink service will then match the frequencies of Arrow service between San Bernardino and Redlands. All new Metrolink locomotives are also upgrading to a low-emission Tier 4 standard.
- **ONT Loop (Tunnel for Autonomous Vehicles Connecting Metrolink to ONT)** - A tunnel connection for zero-emission self-driving vehicles is in the project development stage, linking the Rancho Cucamonga Metrolink Station and Ontario International Airport. This will open up new transit accessibility to ONT from LA and San Bernardino County by 2025. This innovative tunnel approach, similar to one initiating operation in Las Vegas, will allow the ONT connection to occur years in advance of and at a dramatically lower cost than would have been possible with conventional surface rail technology. A phase-in period using human drivers will likely be considered and the system will be built in a way that allows for capacity expansion as well as geographic expansion.

- **Brightline West between Rancho Cucamonga and Las Vegas** – A 100% privately- funded zero-emission high speed train service to and from Las Vegas is an on- going work-in-progress proceeding toward implementation. Brightline West (which currently runs passenger rail service between Fort Lauderdale and Miami) is planning to invest approximately \$4.2 billion to initiate service between the Victor Valley and Las Vegas, and is negotiating with Caltrans and SBCTA to extend the line down the Cajon Pass to the Metrolink station in Rancho Cucamonga. This will reduce congestion on I-15 and open up a new opportunity for zero-emission transit travel between the Los Angeles Basin and Las Vegas not only benefiting the Brightline riders but automobile commuters and freight trucks traversing the heavily congested Cajon Pass.
- **San Bernardino County Components of the SCAG Regional Express Lane System and Targeted Improvements to Freight Bottlenecks**
 - The first segment of **the I-10 Multimodal Corridor** is under construction between the LA County Line and I-15. It includes new toll express lanes that will also give priority to transit, vanpools, 3+ carpools, and clean air vehicles. New auxiliary lanes will improve truck and auto flows and enhance safety for merging and weaving movements. It is part of the emerging regional managed lane system that, enabled by advanced technology, also includes express lanes in Los Angeles, Orange, and Riverside Counties.
 - **I-15 Freight Improvement Project (Auxiliary Lanes and Express Lanes) from SR-60 to Foothill Boulevard** – This project is now fully funded and will be operational by 2026. It adds auxiliary lanes in three strategic locations and extends the I-15 express lanes now being completed in Riverside County. Like I-10, this will improve flows for both trucks and cars, and give priority to vanpools and 3+ carpools in this highly congested segment. It will greatly improve merging to and from the I-10/I-15 interchange, designated as the twelfth most critical truck bottleneck in the U.S. by the American Transportation Research Institute.
- **Transportation Demand Management (TDM), Active Transportation, and First/Last Mile Initiatives** – An important part of the multimodal system we are building involves shared-ride options promoting carpool formation and vanpooling, in addition to providing technology tools and incentives to enable multimodal commuter choices that include use of transit and active transportation. Some fourteen percent of San Bernardino County residents take shared rides to work. Transit cannot be provided for every combination of origin and destination, so it becomes important to provide easy access to transit lines through first/last mile solutions as a way to extend transit's reach as well as to provide safer routes to neighborhood schools. SBCTA and our local partners are investing over \$60 million over a five-year period to upgrade bicycle and pedestrian linkages to Metrolink stations, bus stops, schools, work centers, and other points of interest in the San Bernardino Valley and Victor Valley.

Sustainability Initiatives

These are unprecedented investments in multimodal transportation for our area. Beyond that, SBCTA and the San Bernardino Council of Governments (the SBCTA Board of Directors also represents SBCOG) have been actively pursuing a variety of sustainability initiatives and actions, samples of which include:

- Countywide Greenhouse Gas (GHG) Reduction Plan—The Countywide GHG Plan and Environmental Impact Report (EIR) were prepared in 2014 to address the State's 2020 GHG reduction goals. Individual jurisdictions have prepared their own Climate Action Plans (CAPs) based on the countywide plan and EIR. The Countywide GHG Reduction Plan is now being updated to address 2030 goals and will be completed in Spring, 2021.
- Countywide SB 743 VMT Implementation Study (2020)—Lead agencies throughout California have been transitioning from use of level of service (LOS) analysis for California Environmental Quality Act (CEQA) documents to the use of vehicle miles traveled (VMT). This countywide effort provided guidance to local jurisdictions for adoption and implementation of their local processes governing VMT analysis by July 2020. Phase 2 is now underway, in which SBCTA and its partners are looking at options for mitigation of VMT impacts for both development and transportation projects.
- Zero-Emission Vehicle Readiness and Implementation Plan (2019)—This was a countywide effort to identify, prioritize, and implement electric vehicle charging stations to facilitate the attainment of the State's vehicle electrification goals in San Bernardino County.
- Healthy Communities Best Practices Toolkit—The San Bernardino County Department of Public Health created a strategic plan for the implementation of Healthy Communities policies. The toolkit, a collaboration between SBCOG and the County, will contain sample policies, resolutions, processes, organizational structure, and lessons learned from agencies that have implemented health-related policies.
- Habitat Conservation—San Bernardino County and SBCOG are collaborating on an effort to create a Regional Conservation Investment Strategy (RCIS) through the process established by the California Department of Fish and Wildlife under AB 2087. A first draft plan was submitted to CDFW in late 2018 and will be developed further in conjunction with resource agencies and a range of stakeholder groups. Habitat connectivity is an important consideration.
- Customer-Based Ridesharing and Transit Connectivity Study – This effort, completed in 2019, identified 17 specific initiatives to better address transit and shared-ride service needs from the perspective of the customer. These are “pieces of the mobility puzzle,” so to speak, but have not yet been incorporated into a long term vision.
- San Bernardino Countywide Vision—The Countywide Vision Statement, approved in 2011 by SBCTA/SBCOG, its member cities, and the County of San Bernardino, was a bold step toward a sustainable future, setting the County on a sustainable course for nine distinct sectors or elements. The Vision states that: “We envision a sustainable system of high-quality education, community health, public safety, housing, retail, recreation, arts and culture, and infrastructure, in which development complements our natural resources and environment.” An additional element, “equity,” has recently been added to the vision's framework.
- Inclusion of transportation-efficient land use policies and other sustainability policies in local general plans and specific plans county-wide. See SCAG Local Profiles at <https://www.scag.ca.gov/DataAndTools/Pages/LocalProfiles.aspx> for additional information on characteristics of each San Bernardino County jurisdiction.

- Inland Empire Climate Adaptation Plan – SBCOG joined with Western Riverside Council of Governments to develop strategies for preparing San Bernardino and Western Riverside County for the potential impacts of climate change across transportation and land use sectors. The plan was coordinated with Caltrans and completed in 2020.
- Paths to Clean Vehicle Technology and Alternative Fuels Implementation in San Bernardino County – This effort was completed by SCAG and SBCTA in 2020 and explored four major scenarios or approaches to accelerating the turnover of light and heavy-duty fleets to foster achievement of criteria pollutant standards and goals for GHG reduction in San Bernardino County.
- Inland Empire Comprehensive Multimodal Corridor Plan (IECMCP) – This joint effort between SBCTA and the Riverside County Transportation Commission (RCTC) was prepared in response to Senate Bill 1 legislation that required a more corridor- focused look at transportation and sustainability options at a corridor level. Ten geographic corridors were identified representing major flows of people and goods. The analysis of each corridor documented existing conditions, identified current mobility and environmental problems, and outlined specific strategies in each. This will be a significant reference document for the LRMTCP.

The LRMTCP represents an important step to addressing the combined needs for the movement of both people and goods, including better mitigation of truck and train impacts. All of the plans described earlier provide a wealth of history, knowledge, and future visioning within their subject matter, but each exists largely within its own domain. **SBCTA desires to better integrate these efforts into one comprehensive multimodal vision plan that provides an overall context and direction for the SBCTA Board, Caltrans, and other agency partners to consider in their policy-setting and strategic investment responsibilities for transportation.**

Disadvantaged Communities

A significant proportion of the 2.2 million San Bernardino County residents live in community areas considered disadvantaged. Over half of all residents (1.29 million) live in locales ranked by the CalEnviroScreen 3.0 as among the top 25% most disadvantaged communities (DACs) statewide, and over one quarter (650,000 residents) live in the top 10% (see attached maps). The County's Community Vital Signs (CVS) Initiative measured the proportion of County residents less than 18 years of age living in poverty as 26.1%, higher than the California statewide average of 22.8%. Additionally, County health indicators from CVS report that 64% of adult residents, and 39% of middle school-age children, are either obese or overweight.

SBCTA has already conducted multiple stakeholder outreach meetings through many individual planning and project development efforts, with inclusion of disadvantaged communities being central. Examples include: 1) our AB 617 activities in Muscoy (an unincorporated area of San Bernardino County), partnering with CARB and SCAQMD, which provides a new community-focused action framework to improve air quality in communities most impacted by air pollution; and 2) the Ontario Together plan, part of the State's Transformative Climate Communities effort. Thus, SBCTA is well-connected to these

and other communities already, and will fully incorporate disadvantaged communities' concerns, building on the previous outreach.

Project Deliverables and Schedule

Deliverables include the following:

- 1) Existing Conditions and policy context tech memos;
- 2) Future scenarios that may impact travel, revenue, development, and resiliency;
- 3) Visioning document;
- 4) Performance measures and analysis methodology, including transit ridership, mode shares (including work-at-home) and VMT/GHG analysis;
- 5) Financial scenarios, including constrained and unconstrained;
- 6) Subarea LRMTF fact sheets; and
- 7) Draft and Final LRMTF.

SBCTA anticipates completion of the LRMTF within 24 months of award. It should be noted that a substantial amount of material will be gathered and incorporated into an "Existing Conditions Report" prior to the initiation of work for the LRMTF under the grant funds. This will allow the consultant to get a "jump start" on the project and provide for more efficient use of grant funds for the bulk of work on the future scenarios, visioning, performance assessment, public engagement, and project definitions. More specifically, the following can be expected:

- Assembling and summarizing of all the transit agency Short Range Transit Plans that will serve as a foundation for the LRMTF. This will include the five in-county transit operators, plus Metrolink,
- Documenting existing conditions (transit/TDM ridership, etc.),
- Documenting existing goals/objectives,
- Financial projections for both capital and operating funding sources, and
- Documentation of initial stakeholder outreach. The particular focus for outreach will be primarily the transit operators and local jurisdictions, with public outreach to primarily occur in the phase using grant funds.

Project Stakeholders

Multiple stakeholders will be involved in the LRMTF planning effort, providing input through six quarterly Technical Advisory Committee (TAC) meetings during the 24- month planning process. Stakeholders will include Caltrans, SCAG, County of San Bernardino (Transportation, Planning and Health Departments); representation from cities; and our transit operators: Metrolink, Omnitrans, VVTA, MARTA, City of Needles and MBTA, to name a few. Transit agency participation in the development of the LRMTF will be essential, as they are responsible for the day-to-day planning, implementation and operation of the transportation system and the planning of the land uses and activities they connect.

Additionally, other stakeholder groups such as the Inland Empire Economic Partnership (IEEP), Inland Empire Biking Alliance (IEBA), and the Inland Southern California Climate Collaborative (ISC3) will be invited to participate in the quarterly TAC meetings to provide important input into the planning process.

Stakeholders have agreed to participate in regular meetings, review drafts, and provide input as needed. Please see attached letters of support for more detail.

As mentioned previously, an experienced Consultant will be hired to guide the comprehensive planning process. The following activities will be conducted by the Consultant:

- Task 1 – Technical Advisory Committee/Stakeholder & Public Outreach
 - Confirm advisory groups at two levels: 1) core technical working group and 2) larger stakeholder group
 - Schedule and host advisory group meetings
 - Host webinars with SBC cities, stakeholders, and public
 - Project development updates and adoption by SBCTA Board of Directors
 - Post project updates on SBCTA GIS website and social media through the development of StoryMaps
- Task 2 – Existing Conditions
 - Review and document existing SB County multimodal operations, trends, plans, policies, and projects (tech memo on existing SBC conditions)
 - Develop structure for multimodal LRMTTP based on review of regional plans (e.g. SCAG, LA Metro, OTA, and others as appropriate) and Board direction
 - Review physical conditions of and travel patterns on the transportation system based on recent COVID-19 pandemic and identify possible future scenarios
- Task 3 - Analysis and Draft Plan Development
 - Develop overall draft LRMTTP Vision, challenges, and goals, including COVID-19 impacts
 - Develop performance measures/metrics tailored toward existing and future priorities.
 - Develop agency priority areas and identify future strategies/policies/actions for each priority area (Transit, Highways, Active Transportation, Sustainability, Equity, Health, Climate Change, Land Use, and Environment)
 - Develop and analyze modeling scenarios including financial analysis (e.g., Existing, RTP/SCS, Financially Constrained, Financially Unconstrained, Alternatives, Statewide Objective, etc.)
 - Develop geographic Subarea analysis of issues/priorities/strategies unique to each subareas
 - Develop draft plan with recommendations
- Task 4 –Final Plan Review and Adoption
 - Present draft plan to the two advisory groups and other stakeholders
 - Incorporate edits and present second version to the two advisory groups and

- stakeholders
- Post LRMTTP to website for feedback
- Incorporate final edits into Plan

Overall Project Objectives

The overall objective of the SBC LRMTTP is to ensure the safe and efficient management, operation, and development of a regional multimodal transportation system that, when linked with appropriate land use planning, will efficiently serve the mobility needs of San Bernardino County residents, businesses, and visitors, with robust connectivity to the regional system. The LRMTTP will be integrated with regional jurisdiction land use planning to address local and regional goals as well as State and federal goals.

Because transportation infrastructure investments have effects on travel patterns, smart investments play a key role in reducing greenhouse gas emissions and VMT. As a result of State legislation, as well as executive orders, key priorities in SBCTA's planning process include GHG emission reduction, VMT reduction, transportation system electrification, climate resilience, improving transportation mobility, health, equity, addressing federal air quality criteria pollutant standards, and ensuring that the regional transportation system addresses tribal, local, and regional mobility and economic needs. Long-range transportation planning will also provide the opportunity for SBCTA to compare alternative improvement strategies, track performance over time, and identify funding priorities.

Just as important, the LRMTTP will assist regional and local agencies in all forms of transportation planning, decision-making, and construction of priority transportation projects. This comprehensive plan will help significantly in reducing current duplicative and inefficient efforts by multiple planners at the regional and city level when the 24 cities within San Bernardino County update their circulation elements, land-use elements, and make data-driven decisions regarding their local project priorities.

The LRMTTP will provide input to and stay in sync with the SCAG RTP/SCS updates as well as the programming of projects through the Federal Transportation Improvement Program (FTIP) maintained by SCAG. This will facilitate decision-making on projects at local, regional (through SCAG) and State level, paving the way for environmental and construction phases. As indicated earlier, the principles embedded in CAPTI will be kept in mind as recommendations are made and projects are included in the LRMTTP. It should be noted that lead agencies will also be defined for next steps, for projects in the near term. In some cases, the lead will be SBCTA. Transit agencies will be responsible for others, and local jurisdictions still others. Some of the progress will be dependent on competitive funding from the State, and potential funding sources will be identified. This will also give Caltrans, the California Transportation Commission, CalSTA and others an idea of "what's coming down the pipeline," in more definitive terms than just inclusion in the FTIP.

Summary of Project Tasks

Task 01: Project Administration

Upon project award, SBCTA will coordinate a project kick-off meeting with Caltrans to discuss grant procedures and project expectations including invoicing, quarterly reporting and all other relevant project information including scope, Consultant type, and stakeholders. SBCTA will highlight and determine scope refinements.

As the project progresses, SBCTA will prepare and submit invoice packages, quarterly reports, and a final close-out report in accordance with Caltrans' requirements. Invoice packages and reports will be based upon completion of project phases as identified in the grant contract and include project expenditures to-date.

Task Deliverables
<ul style="list-style-type: none"> Project kick-off meeting at the start of the program with Caltrans and SBCTA; Invoicing and quarterly reporting to Caltrans

Task 02: Consultant Procurement

SBCTA will procure an experienced Consultant, consistent with state and federal requirements, Local Assistance Procedures Manual for procuring non-Architectural and Engineering Consultants, the Grant Application Guide, Regional Planning Handbook, and the executed grant contract between Caltrans and SBCTA.

SBCTA will develop a preliminary scope of work and initial Request for Proposal (RFP) for Caltrans' Review. SBCTA will then refine RFP and gain approval from SBCTA Board of Directors and Caltrans.

SBCTA and Caltrans will review and determine most qualified Consultant, with SBCTA awarding contract to selected consultant.

A project kick-off meeting will be scheduled with Consultant and stakeholders to discuss proposed plan, and establish tasks and timeline in accordance with Caltrans grant requirements. Consultant will finalize outline of action plan for SBCTA staff approval.

Task Deliverables
<ul style="list-style-type: none"> Meeting agenda, participant list, meeting notes, list of action items; Draft Scope of Work and Request for Proposal (RFP); Final RFP; Review and ranking of qualifications by SBCTA staff/Caltrans; Executed Consultant contract; Meeting agenda, participant list, meeting notes, list of action items and action plan.

Task 1: Technical Advisory Committee/Stakeholder & Public Outreach

Community engagement will be a core part of LRMTTP preparation. SBCTA and the Consultant will confirm advisory group participation from stakeholders, plus any planning staff and other community-based organizations (CBOs) from vulnerable communities. Two groups will be confirmed: 1) a Core Technical Working Group; and 2) a larger Stakeholder Group that may include targeted under-served cities, the County, and other high-level stakeholders. This Stakeholder Group will be involved in the decision-making process from the start - ensuring that the process used to develop the plan and resulting priorities/projects are created and implemented in such a way that give legitimate decision-making power to the most impacted, under-served communities. SBCTA/Consultant will then schedule and host six quarterly advisory group meetings. Separately, SBCTA/Consultant will advertise and host six interactive (or in-person) workshops with SBC cities, stakeholders and interested public to provide informational updates and solicit input. The workshops will be scheduled based on pandemic restrictions in place at that time. SBCTA/Consultant will also develop a LRMTTP logo, provide regular project updates on the SBCTA website and social media through the development of StoryMaps. SBCTA will also solicit commentary from viewers on various elements of the project.

Engagement of disadvantaged communities will be a key part of the outreach. The Consultant will specifically reach out to key partners/stakeholders (i.e. CBOs, TCC, or AB617 involved communities) to determine if certain under-served communities would benefit from having their voice incorporated in this planning effort. The Consultant can then provide a summary or existing community feedback to the Stakeholder Group to ground-truth and ensure community priorities are fully captured. SBCTA, transit agencies, and local jurisdictions already have substantial connections to these communities, and those connections will be important to obtain input at strategic points in the LRMTTP. As stated in the introduction, approximately 29.5% (or 650,000) of the County's population resides in the CalEnviroScreen 3.0 top 10% of disadvantaged communities (see maps). In fact, the City of San Bernardino (pop: 215,941), the largest of the 24 cities within the County, is the number one ranked impacted area in the State. San Bernardino County currently suffers from poor public health outcomes and high fatality rates, especially for bicyclists and pedestrians. The LRMTTP will identify transportation opportunities that lead to healthier environments by improving transit accessibility, reducing VMT (and the resultant GHG emissions) along with providing more walking and biking options to improve physical activity levels in the most disadvantaged communities. Improved multimodal accessibility will be key for these communities.

SBCTA has already conducted multiple stakeholder outreach meetings through many individual planning and project development efforts, with inclusion of disadvantaged communities being central. Examples include: 1) our AB 617 activities in Muscoy, partnering with CARB and SCAQMD, which provides a new community-focused action framework to improve air quality in communities most impacted by air pollution and 2) the Ontario Together plan, part of the State's Transformative Climate Communities effort. As already stated, SBCTA is well-connected to these communities already, and will fully incorporate disadvantaged communities' concerns, building on the previous outreach.

Moving forward six quarterly meetings will be advertised to all 24 cities within the County as well as to the Technical Advisory Committee (which includes the Health Department) and other interested stakeholders. Virtual breakout rooms will be used to engage stakeholders at a more personal level. Project updates will also be posted on the SBCTA website and social media to encourage additional input. Community engagement advertising materials will be bi-lingual in English and Spanish, which will help to engage hard-to-reach populations. Not everyone has access to these platforms, however, and SBCTA will also use in-person surveys at selected locations like shopping centers to ensure that a better representation of disadvantaged community input is obtained. The engagement strategy will be discussed at the very outset of the project, documented in an Outreach Plan, and integrated with the technical work.

Task Deliverables
<ul style="list-style-type: none"> • Confirmed list of core technical group and larger stakeholder group members; • LRMTTP logo; • Outreach plan; • Meeting agendas, participant lists, comments, summaries; • Webinar meeting schedule, agendas, participant lists (including DAC participation), and follow-up comments from stakeholders and public; • Examples of advertising materials; printouts of website and social media posting and any commentary; meeting recordings; and project StoryMaps.

Task 2: Existing Conditions

As indicated in the introduction, a substantial amount of progress has already been made in planning the San Bernardino County multimodal transportation system and doing it a way that proceeds down a sustainable pathway. The primary task now is to build on these efforts, integrating them and creating the partnerships that will be needed for implementation. Using this information and current data on growth, transportation facilities, land use, finance, and the state/regional/local policy framework, the Consultant will review and document existing San Bernardino County multimodal operations, trends, plans, policies, funding, and projects. Additionally, the Consultant will develop a structure for the Multimodal LRMTTP based on review of regional plans (e.g., SCAG, LA Metro, OCTA and others as appropriate) and Board direction. Finally, the Consultant will review physical and social transportation conditions based on recent COVID-19 pandemic and identify possible scenarios.

Some of the material the Consultant can use as the basis for Existing Conditions documentation has been referenced earlier, particularly on the sustainability side, but the Consultant will need to conduct a thorough review, touching base with SBCTA and project partners. Key starting points should include:

- Caltrans' California Transportation Plan 2050 (currently in draft form), Interregional Transportation Strategic Plan (in process), State Rail Plan, District plans, such as the District System Management Plan, implementing documents for SB 743 (Transportation Analysis Framework and Transportation Analysis under CEQA – TAF and TAC), etc.

- Short Range Transit Plans (SRTPs) from the five local transit operators – These will be a foundation for knowledge of current transit operations. Highlights of the SRTPs should be brought into the Existing Conditions Report, but there is no need to be redundant with material available in these documents. It should also be noted that both SBCTA and VVTA have extensive vanpool programs.
- Other transit agency plans and programs (with Omnitrans and VVTA being the largest)
- Metrolink SRTP, SCORE program, and Strategic Business Plan
- SBCTA Countywide Transportation Plan (undergoing a minor update to make project listings and finance more up to date)
- SBCTA Measure I 10-Year Delivery Plan (10-YDP) – the latest version is 2019 and is being updated for 2021. It also contains an overview of revenue streams.
- SBCTA Measure I 2010-2040 Strategic Plan, detailing the policies undergirding implementation of SB County's half-cent sales tax
- Inland Empire Comprehensive Multimodal Corridor Plan, which contains a wealth of information about transit, traffic, land use, and growth in the San Bernardino County Valley and Victor Valley, organized by north-south and east-west corridors
- 2020 Countywide Active Transportation Plan (includes bicycle and pedestrian portions). Note that key projects in local ATPs “bubble up” to be included in SBCTA's Countywide ATP, which is typically referenced when local jurisdictions apply for each cycle of Caltrans ATP funds. Cycle 5 awards were just announced in February. While local jurisdictions have discretion to use their Measure I Local Streets funding for active transportation projects, the Caltrans ATP cycles remain a major source of funding for such projects, but it is very competitive, and disadvantaged communities receive priority. In the current system, the priorities are ultimately determined through the criteria in the competitive grant programs, including Caltrans ATP and the Transportation Development Act Article 3 program, which is managed by SBCTA. Given that SBCTA has long-established connections with each of its 25 local jurisdictions, new information or changes in local plans can be assimilated into the countywide plan as the project proceeds. And given that the LRMTTP is proposed as an e-Plan, minor updates to more current information are easier. A logging system for such modifications will need to be developed.
- Documentation of the IE Commuter Ridesharing and TDM programs and incentives
- Sustainability plans and programs, as highlighted in the introduction
- Additional SCAG reports and analyses specifically addressing changes in travel behavior and revenue streams related to COVID-19, as well as forecasts of the future that should be considered as future scenarios are constructed. An example would be the SCAG report on TDM that has analyzed the future potential for telework and changes in other trip-making behavior, both for work trips and non-work trips.

New data will be included, where available, particularly documentation of pre- COVID conditions for transit and shared-ride use, and conditions during 2020. The Consultant shall provide a proposed outline of the Existing Conditions report as a basis for input from SBCTA and its partners on how the report is to be structured.

Task Deliverables
<ul style="list-style-type: none"> • Tech Memo on existing SBC conditions; and • Tech Memo on how to incorporate "uncertainties" in the project scenario.

Task 3: Analysis and Draft Plan Development

Task 3 represents the strategic "heart" of LRMTTP development and will have the greatest level of funding. In overview, Task 3 is laid out as a series of activities that will lead to two primary LRMTTP alternatives for 2045, plus several scenarios to address future uncertainties:

- A 2045 "baseline alternative," which represents a plan tied to traditional sources of transportation revenue. Such forecasts of revenue for capital projects through 2040 were developed in SBCTA's 2019 Measure I 10-Year Delivery Plan. However, the 10-YDP revenue forecasts need to be updated, and they do not factor in revenue for transit operations. Often, the limit on implementation of transit facilities rests with operating dollars, not capital dollars. SBCTA maintains separate estimates of operating revenue forecasts, and the Consultant will need to work directly with SBCTA staff to quantify those estimates. It is anticipated that 2019 will be the base (current year), as the future is expected to be more like 2019 than 2020 during the middle of the pandemic.
- A 2045 "aggressive alternative," which represents a plan generally consistent with the projects, programs, and revenue in the SCAG RTP/SCS. SCAG generally includes a set of innovative funding sources that are not currently in place but have a reasonable probability of being in place at some future point in time. An example would be the proposed SCAG mileage-based user fee or VMT fee. It is not the intent of the LRMTTP to propose implementation of these additional revenue sources, as that would need to be a statewide effort. Rather the question would be "If these innovative sources of revenue did exist, what would the additional revenue be used to fund?" The LRMTTP will not provide a recommendation for additional future revenue streams to be put in place unless the SBCTA Board directs staff to do so.
- Additional scenarios – within the two primary alternatives, a set of scenarios will be identified representing "what-ifs" in terms of how the available revenue is invested. For example, one scenario would be more transit themed; another could be more focused on addressing congestion hot-spots by whatever means necessary; another could focus on technology-based solutions and envision a world with much more automation and less travel than we have now. The financial scenarios could be melded with travel-based scenarios to test the resiliency of the plan. The exact number of scenarios will be defined in the consultant scope of work but could be in the range of five or six.

Within that context, the Consultant shall carry out the following activities for Task 3:

- 1) Develop an overall multimodal LRMTTP Vision. In laying out the vision, there should be several considerations:
 - a. San Bernardino County is large and very diverse. It is possible that variations of the overall vision may be appropriate by subarea. Typically, for purposes of

transportation planning, the County is organized into six subareas: San Bernardino Valley, Victor Valley, Mountains, North Desert, Morongo Basin, and Colorado River. The level of effort expended on each should be roughly commensurate with population.

- b. Challenges and opportunities should be identified for each subarea, including consideration of COVID-19 impacts.
 - c. The Consultant and project partners will develop an initial overall vision statement based on the identified challenges and opportunities.
- 2) Develop performance measures/metrics tailored toward existing and future projects and alternatives. While the metrics that are quantifiable will depend on the tools available to conduct the evaluation, a full range of metrics should be identified, even if some are more qualitative in nature. A Tech Memo shall be prepared detailing the metrics and analysis methodologies to be used to generate them at a plan level. Metrics are included in the Inland Empire Comprehensive Multimodal Corridor Plan, for reference.
- 3) Develop agency priority areas and identify future strategies/policies/actions on each priority area (Transit, Highways, Active Transportation, Sustainability, Equity, Health, Climate Change, Land Use, and Environment). Provide a Tech Memo laying out the potential strategies/policies/actions, including who would be the logically responsible agencies to take the lead in each area. The importance of "equity" in terms of transportation is receiving increased emphasis, and a new equity element was established as part of the San Bernardino Countywide Vision in 2020. The LRMTTP should be a vehicle for helping agencies determine how to operationalize the overall goal of equity in transportation. The intent of the priority areas is to set a framework to assist SBCTA, transit operators, and local jurisdictions, as appropriate, to position specific projects for funding and implementation. In the case of SBCTA, the 10-Year Delivery Plan is a vehicle for establishing those priorities at the project level in terms of funding and schedule. The vehicle for transit operators is their Short Range Transit Plans.
- 4) Develop and analyze future scenarios including financial analysis. A Tech Memo will be prepared describing the scenarios and how they would be analyzed, including the tool(s) to be used and key inputs/assumptions to be made. The analysis within this activity is expected to involve the SBTAM model employed by SBCTA for travel demand modeling. A separate project is making improvements to SBTAM to better equip it for the type of analysis that will be needed for the LRMTTP. See separate scope of work.
- 5) Develop geographical subarea analysis of issues/priorities/strategies unique to each subarea. This is an opportunity to articulate the challenges, opportunities, and strategies that may be somewhat unique to each subarea. These are expected to be relatively short but important statements of strategic direction that can be shaped at the policy level by elected officials. This approach was successfully used in the Inland Empire Comprehensive Multimodal Corridor Plan by highlighting the key transportation problems and strategies in each of ten "sub-corridors."

- 6) Develop a draft LRMTTP that documents the information, analysis, and scenario-testing developed in earlier tasks. It is to include a statement of the LRMTTP vision, with possible variations by subarea, and recommendations for strategies, actions, and projects by subarea as well. One concept is to develop fact sheets with key information for each subarea, recognizing that some need to have more content than others, because of the size and complexity. Early in this task, the Consultant should develop an outline of the Draft LRMTTP, so that it can serve as a guide for material to be produced in the process of developing the full draft LRMTTP. All the key issues should have been discussed with partner agencies, and stakeholder input received, prior to producing the draft. Additional meetings will be scheduled, and input obtained following production of the draft LRMTTP.

This plan will be drafted in an "ePlan" format. For SBCTA, an ePlan is similar to a standalone website, where the contents of the Plan can be viewed using an array of digital devices and follows design standards so that the Plan content is visually appealing, interactive, and meets web accessibility requirements (WCAG 2.0).

However, it is also expected that the Final Report will also be available in PDF format.

Task Deliverables
<ul style="list-style-type: none"> • Visioning Document and outline of draft LRMTTP; <ul style="list-style-type: none"> ◦ The Visioning Document would be developed early to provide overall direction for the remainder of the project, but folded into the final LRMTTP, along with any modifications made in the course of LRMTTP development • List of performance measures used to analyze projects; • Methodology Tech Memo; • Draft Plan Chapters; • Technical Appendix - including Financial Tech Memo; Subarea analysis factsheets;

Task 4: Final Plan Review and Adoption

The Consultant will present the Draft Plan to the two advisory groups, stakeholders and the public. Upon feedback, the Consultant will incorporate edits and present a second version to the two advisory groups and stakeholders. Once edits are incorporated, SBCTA/Consultant will post the plan to the SBCTA website for 30-60 days for feedback. Upon receipt of all commentary, the Consultant will incorporate final edits into Plan and present to the SBCTA Board for final adoption.

Next Steps

Once the LRMTTP is complete and adopted, SBCTA will notify lead agencies regarding next steps for prioritized projects. In some cases, the lead will be SBCTA. Transit agencies will be responsible for others, and local jurisdictions still others. Some of the progress will be dependent upon competitive funding from the state, and potential funding sources will be identified. This will also give Caltrans, the California Transportation Commission, CalSTA and others an idea of "what's coming down the pipeline," in a little more definitive terms than just inclusion in the FTIP. The goal will be to start implementing transportation policies, plans and projects that improve the quality of life for residents in the County's most disadvantaged neighborhoods as well as for all residents.

Task Deliverables

- Draft Plan/e-Plan;
- Public Review – list of comments;
- Final Plan (published) that includes a summary of next steps towards implementation, credits FHWA, FTA, and/or Caltrans on the cover or title page, submitted to Caltrans in an ADA accessible electronic copy;
- Board Agenda, presentation materials, meeting minutes with Board acceptance/approval.

Minute Action

AGENDA ITEM: 20

Date: July 6, 2022

Subject:

Fiscal Year 2022/2023 State of Good Repair Program Allocations

Recommendation:

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

A. Allocate \$4,171,500 of State of Good Repair Program – Population Share and Operator Share funding to the following projects:

- i. Bus Stop Improvements – Morongo Basin Transportation Authority (MBTA) - \$133,943
- ii. Bus Stop Improvements – Mountain Area Regional Transit Authority (Mountain Transit) - \$87,241
- iii. Preventative Maintenance – City of Needles - \$9,123
- iv. Facilities Improvements – Omnitrans - \$364,107
- v. Service Vehicles – Victor Valley Transit Authority (VVTa) - \$726,722
- vi. Paratransit Replacement Vehicles – VVTa - \$60,000
- vii. Metrolink Capital Maintenance – Southern California Regional Rail Authority (SCRRA) - \$284,553
- viii. Arrow Maintenance Facility Upgrade Project- San Bernardino County Transportation Authority (SBCTA) – \$2,505,811

B. Adopt Resolution No. 22-075, authorizing the Executive Director, or his designee, to submit project nominations to the California Department of Transportation for Fiscal Year 2022/2023 State of Good Repair Program funds for the projects listed above.

Background:

Senate Bill (SB) 1, also known as the Road Repair and Accountability Act of 2017, was approved in April 2017 and will provide over \$50 billion in new transportation funding over the next decade to improve transit service and repair highways, bridges and local roads. The State of Good Repair (SGR) Program, derived from the approval of SB 1, is funded from a portion of a Transportation Improvement Fee on vehicle registrations and provides approximately \$105 million annually to transit operators in California for eligible maintenance, rehabilitation and capital projects. While SB 1 addresses a variety of transportation needs, the SGR Program has a specific goal of keeping transit systems in a state of good repair, including the maintenance and rehabilitation of transit facilities and vehicles, and the purchase of new transit vehicles.

Administered by the California Department of Transportation (Caltrans), SGR Program funds are apportioned to eligible agencies using the State Transit Assistance (STA) Program formula. The formula apportions 50 percent of the available SGR funds by population and the remaining 50 percent by operator revenues from the prior fiscal year (FY), in accordance with Public Utilities Code (PUC) Section 99313 and PUC Section 99314, respectively. The State Controller's Office (SCO) is responsible for determining the estimated funding levels for PUC Section 99313 (Population Share) and PUC Section 99314 (Operator Share) funds. San Bernardino County Transportation Authority (SBCTA), as the regional transportation planning agency, will receive direct allocations of SGR funds in accordance with PUC

Entity: San Bernardino County Transportation Authority

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Section 99312.2(c) and is responsible for allocating SGR-Population Share funds to projects based on local need and sub-allocating SGR-Operator Share funds to the transit operators in the San Bernardino County region based on the amounts published by the SCO. SBCTA is further responsible for providing a list annually to Caltrans of all projects proposed to be funded with SGR funds made available to San Bernardino County. Agencies eligible to receive SGR funds include SBCTA, Omnitrans, Victor Valley Transit Authority (VVTA), Morongo Basin Transit Authority (MBTA), Mountain Area Regional Transit Authority (Mountain Transit), City of Needles, and Southern California Regional Rail Authority (SCRRA).

In March 2022, the SBCTA Board of Directors (Board) approved the total FY 2022/2023 SGR-Population Share apportionment for \$3,457,188, in accordance with estimates released by the SCO. The Board also approved apportioning the funds to the Valley and Mountain/Desert areas based on California Department of Finance Population Data and further apportioning the Mountain/Desert SGR-Population Share apportionment to the Mountain/Desert transit operators in accordance with the population of their respective service areas. The total amount of FY 2022/2023 SGR-Population Share funds available to the Valley and Mountain/Desert is \$2,505,811 and \$951,377 respectively. As required, SGR-Operator Share funds are allocated to the transit operators in the San Bernardino region based on the amounts determined by the SCO. Since SBCTA has no discretion in the apportionment of the SGR-Operator Share, and Caltrans does not require revised allocation documents, the Board authorized SBCTA staff to release SGR-Operator Share funds as they are received. The final SGR-Population Share apportionments were approved by the Board in March 2022 and the estimated SGR-Operator Share funds to be disbursed are included below in Table 1.

Table 1 – Fiscal Year 2022/2023 SGR-Population Share and Operator Share Apportionments

Agency	Population Share ¹	Operator Share	Total SGR Apportionment
Valley	\$2,505,811	-	\$2,505,811
Omnitrans	-	\$364,107	\$364,107
SCRRA	-	\$284,553	\$284,553
MBTA	\$123,026	\$10,917	\$133,943
Mountain Transit	\$81,243	\$5,998	\$87,241
City of Needles	\$8,505	\$618	\$9,123
VVTA	\$738,603	\$48,119	\$786,722
Total	\$3,457,188	\$714,312	\$4,171,500

¹ Apportionment includes revenue over FY 2020/2021 estimate + interest.

SBCTA staff contacted all transit operators requesting the submission of a proposed list of projects to be funded with SGR funds. Based on project list submittals and discussions with the operators concerning the availability of funds, SBCTA staff is recommending the following projects for FY 2022/2023 SGR allocations:

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SBCTA Arrow Maintenance Facility (AMF) Upgrade Project - \$2,505,811

SBCTA will use SGR funds for the Arrow Maintenance Facility Upgrade project. The AMF Upgrade Project will upgrade the building which will allow the ZEMU to enter the AMF building without releasing the H2 fuel.

Omnitrans Facilities Improvements - \$364,107

Omnitrans would utilize the SGR funding to do upgrades at their East and West Valley Maintenance facilities. This will include all activities, supplies, materials, labor services and associated costs required to preserve or extend the functionality and serviceability of the assets (facilities) in a cost effective manner, up to and including the current state of good repair. Example work would include but is not limited to: repairs of building, service and repairs of building equipment, elevator service and HVAC services will be performed as required within Omnitrans' facility management plan.

Metrolink Capital Maintenance - \$284,553

SCRRA will use SGR funds to rehabilitate, reconstruct, or replace various Metrolink structures and equipment vital to Metrolink service including: track, track beds, signals, communication systems, facilities and stations, platforms, signage, and rolling stock. This funding will be allocated with SCRRA's FY 2022/2023 Rehabilitation Program subsidy.

MBTA Bus Stop Improvements - \$133,943

MBTA will be using SGR money to improve bus stops in the MBTA service area. This will include lighting, benches, shelters, and bus and shelter pads.

Mountain Transit Bus Stop Improvements - \$87,241

Mountain Transit will be using SGR money to improve bus stops in the Mountain Transit service area. This will include lighting, benches, shelters, and bus and shelter pads.

City of Needles Preventative Maintenance - \$9,123

Per an agreement with the City of Needles, Transportation Concepts provides Needles Area Transit service and facilitates preventative maintenance on the vehicles used for service. The City of Needles will use SGR funds to partially fund the preventative maintenance portion of the Transportation Concepts contract.

VVTA Service Vehicles - \$726,722

This project will add ten (10) service vehicles to VVTA's fleet and two (2) additional level 2 chargers for the service vehicle fleet. This will decrease down time and increase reliability to ensure that the drivers have the support vehicles needed to make service.

VVTA Paratransit Replacement Vehicles - \$60,000

As part of VVTA's fleet replacement plan, VVTA systematically replaces transit vehicles that are part of the active vehicle fleet. SGR funds will be used for the purchase of replacement vehicles as outlined in the Transit Asset Management plan. The vehicles being replaced are in poor condition. Two (2) paratransit vehicles will be replaced using SGR funds.

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Caltrans requires that SBCTA submit an authorizing resolution from its governing board that approves the submission of the Certifications and Assurances (included as Attachment 1), authorizes SBCTA to accept the SGR funds, and authorizes SBCTA's Executive Director, or his designee, to execute the Certifications and Assurances and other relevant documents necessary for funding and completing the SGR-funded projects.

Financial Impact:

This item is consistent with the proposed Fiscal Year 2022/2023 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 9, 2022. SBCTA General Counsel has reviewed this item and the draft resolution.

Responsible Staff:

Nancy Strickert, Transit Manager

Approved
Board of Directors
Date: July 6, 2022

Witnessed By:

San Bernardino County Transportation Authority

RESOLUTION NO. 22-075**RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY AUTHORIZING THE PROJECTS FUNDED BY CALIFORNIA STATE OF GOOD REPAIR PROGRAM FUNDS**

WHEREAS, the San Bernardino County Transportation Authority (SBCTA) is an eligible project sponsor and may receive State Transit Assistance funding from the State of Good Repair Account (SGR) now or sometime in the future for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 1 (2017) named the Department of Transportation (Department) as the administrative agency for the SGR; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing SGR funds to eligible project sponsors (local agencies); and

WHEREAS, the guidelines require local agencies to execute certifications and assurances, authorized agent forms and other documents in order to receive SGR funds; and

WHEREAS, SBCTA wishes to implement the SGR Projects listed below.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Bernardino County Transportation Authority, as follows:

Section 1. The fund recipient, SBCTA, agrees to comply with all conditions and requirements set forth in the Certification and Assurances document and the Authorized Agent documents and applicable statutes, regulations and guidelines for all SGR funded transit projects.

Section 2. The SBCTA Executive Director, Raymond W. Wolfe, is authorized to execute all required documents of the SGR program, and any Amendments thereto with the Department.

Section 3. The submittal of the following project nominations to the Department for Fiscal Year 2022/2023 SGR funds is hereby authorized:

Morongo Basin Transportation Authority Bus Stop Improvements
Mountain Transit Bus Stop Improvements
City of Needles Preventative Maintenance
Omnitrans Facility Improvements
Victor Valley Transportation Authority Service Vehicles
Victor Valley Transportation Authority Paratransit Replacement Vehicles
Southern California Regional Rail Authority Metrolink Capital Maintenance
San Bernardino County Transportation Authority Arrow Maintenance Facility Upgrade Project

Section 4. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Authority held on July 6, 2022.

By: _____
Art Bishop, Board President
San Bernardino County Transportation Authority

ATTEST:

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

DRAFT

State Transit Assistance State of Good Repair Program

Recipient Certifications and Assurances

Recipient: Name_____.

Effective Date: Date Month, 20xx_____.

In order to receive State of Good Repair Program (SGR) funds from the California Department of Transportation (Department), recipients must agree to following terms and conditions:

A. General

- (1) The recipient agrees to abide by the State of Good Repair Guidelines as may be updated from time to time.
- (2) The potential recipient must submit to the Department a State of Good Repair Program Project List annually, listing all projects proposed to be funded by the SGR program. The project list should include the estimated SGR share assigned to each project along with the total estimated cost of each project..
- (3) The recipient must submit a signed Authorized Agent form designating the representative who can submit documents on behalf of the recipient and a copy of the board resolution authorizing the agent.

B. Project Administration

- (1) The recipient certifies that required environmental documentation will be completed prior to expending SGR funds. The recipient assures that each project approved for SGR funding comply with Public Resources Code § 21100 and § 21150.
- (2) The recipient certifies that SGR funds will be used for transit purposes and SGR funded projects will be completed and remain in operation for the estimated useful lives of the assets or improvements.
- (3) The recipient certifies that it has the legal, financial, and technical capacity to deliver the projects, including the safety and security aspects of each project.

- (4) The recipient certifies that there is no pending litigation, dispute, or negative audit findings related to any SGR project at the time an SGR project is submitted in the annual list.
- (5) Recipient agrees to notify the Department immediately if litigation is filed or disputes arise after submission of the annual project list and to notify the Department of any negative audit findings related to any project using SGR funds.
- (6) The recipient must maintain satisfactory continuing control over the use of project equipment and/or facilities and will adequately maintain project equipment and/or facilities for the estimated useful life of each project.
- (7) Any and all interest the recipient earns on SGR funds must be reported to the Department and may only be used on approved SGR projects or returned to the Department.
- (8) The recipient must notify the Department of any proposed changes to an approved project list by submitting an amended project list.
- (9) Funds will be expended in a timely manner.

C. Reporting

- (1) Per Public Utilities Code § 99312.1 (e) and (f), the recipient must submit the following SGR reports:
 - a. Annual Expenditure Reports within six months of the close of the fiscal year (by December 31st) of each year.
 - b. The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of SGR funds. A copy of the audit report must be submitted to the Department within six months of the close of each fiscal year in which SGR funds have been received or expended.

D. Cost Principles

- (1) The recipient agrees to comply with Title 2 of the Code of Federal Regulations Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- (2) The recipient agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) those parties shall

comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- (3) Any project cost for which the recipient has received payment that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, are subject to repayment by the recipient to the State of California (State). Should the recipient fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the recipient from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

E. Record Retention

- (1) The recipient agrees, and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of the recipient, its contractors and subcontractors connected with SGR funding shall be maintained for a minimum of three (3) years from the date of final payment and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the recipient, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the recipient pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the recipient's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.
- (2) For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of the recipient's contracts with third parties pursuant to Government Code § 8546.7, the recipient, its contractors and subcontractors and the Department shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a

project for audits, examinations, excerpts, and transactions, and the recipient shall furnish copies thereof if requested.

- (3) The recipient, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

F. Special Situations

- (1) Recipient acknowledges that if a project list is not submitted timely, the recipient forfeits its apportionment for that fiscal year.
- (2) Recipients with delinquent expenditure reports may risk future eligibility for future SGR funding.
- (3) Recipient acknowledges that the Department shall have the right to perform an audit and/or request detailed project information of the recipient's SGR funded projects at the Department's discretion from SGR award through 3 years after the completion and final billing of any SGR funded project.. Recipient agrees to provide any requested project information.

I certify all of these conditions will be met.

AGENCY NAME

BY:

 AUTHORIZING OFFICER, Title
 Unit/Department

ATTACHMENT I

(INSERT Agency Board Resolution approving this document)

DRAFT

Minute Action

AGENDA ITEM: 21

Date: July 6, 2022

Subject:

Fiscal Year 2022/2023 Transit Operator Allocations

Recommendation:

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

A. Approve Fiscal Year 2022/2023 Transit Operator Funding Allocations to the City of Needles, Morongo Basin Transit Authority, Mountain Area Regional Transit Authority, Omnitrans and Victor Valley Transit Authority.

B. Approve revisions to the transit agencies' Short Range Transit Plans revenue assumptions to reflect the final allocation amounts.

C. Approve the revised Congestion Mitigation and Air Quality Allocation Plan through Fiscal Year 2031/2032.

Background:

San Bernardino County Transportation Authority (SBCTA) staff has worked with each of the transit operators to determine their funding needs for Fiscal Year (FY) 2022/2023. Attachment 1 outlines the proposed FY 2022/2023 transit funding allocations for the individual transit operators. Attachment 2 contains the recommended revisions to the operator Short Range Transit Plans (SRTP) revenue assumptions to reflect consistency with the proposed FY 2022/2023 allocations. Attachment 3 is the proposed revised Congestion Mitigation and Air Quality Allocation Plan through FY 2031/2032 that has been developed in coordination with the transit operators. Allocations to SBCTA and Southern California Regional Rail Authority (SCRRA) are addressed in separate SBCTA Board of Directors (Board) actions.

The COVID-19 pandemic appears to be drawing to a close, however, transit ridership throughout San Bernardino County has yet to fully recover to pre-pandemic levels and the loss of passenger fare revenue continues to be significant. SBCTA staff has been working with the transit operators to ensure that previous stimulus funds cover fare revenue losses, and fill transit operating needs as transit services are restored.

Fund Source Detail

On an annual basis, SBCTA allocates a variety of funds to the transit operators in San Bernardino County. SBCTA's role in each of the fund sources varies, as well as the parameters by which the operators can use the funds. Below is a summary of each fund source and detailed information on how the allocation amount is determined, SBCTA's role, and how the funds can be used.

Local Transportation Fund (LTF) - LTF is derived from a quarter cent of the general sales tax collected statewide, enacted as part of the Transportation Development Act (TDA) of 1971. LTF is the most flexible funding source available for transit as it can be used for capital and operations with minimal restrictions and does not require matching funds. The main qualifying requirement is that an operator must maintain a minimum ratio of fare revenue to operating cost of at least 20% in urban areas and 10% in rural areas, unless an alternate ratio has been adopted.

Entity: San Bernardino County Transportation Authority

In March 2021, staff presented the Board with the recommended LTF apportionment for the following year. The COVID-19 pandemic was predicted to severely impact LTF revenues, but the Wayfair Decision had positive impacts, and LTF revenues have continued to increase year-over-year. The annual apportionment includes the estimated amount available, a 10% reserve per Board policy, and priority uses per the TDA. Set-asides for priority uses prior to apportioning based on population include: 1% for TDA administrative costs, 3% for SBCTA planning efforts, 3/4% for Southern California Association of Governments (SCAG) planning efforts, and 2% for pedestrian and bike facilities. In accordance with TDA, the remainder of LTF can be set aside for passenger rail service operations, capital improvements and community transit services, prior to area apportionment. However, SBCTA does not elect to use that set-aside and instead allocates to rail and community transit services after apportioning the remaining balance geographically based on population.

In the Valley Subarea, LTF is entirely used for transit purposes with the focus on maintaining a steady flow of operation funding available in the future. In the Mountain/Desert Region, LTF is allocated to the individual transit operators based on population of their service areas. The amount identified in Attachment 1 is the total LTF available to the Mountain/Desert operators. As of FY 2020/2021, the Victor Valley Transit Authority (VVTA) was the last transit operator returning LTF dollars to the local jurisdictions in their service area for road maintenance purposes, in accordance with the TDA unmet needs process. However, due to the large unfunded mandate to transition to zero-emission buses, it is anticipated that all dedicated transit funding will be needed for transit purposes and VVTA will no longer return LTF to their member jurisdictions for streets and roads purposes when there is a forecasted near-term need. To that end, the SBCTA Board adopted a revision to Policy No. 31701 in June 2022 to ensure that Allocations of State and Federal funds to transit operators shall only supplement, not supplant, funds available for transit purposes. In the case that funds primarily available for transit purposes, like LTF, are not claimed by the transit operator and are allocated to jurisdictions for local streets and roads, an equal amount of State and Federal funds shall be removed from near-term planned allocations to the transit operator.

State Transit Assistance (STA) – STA funding is derived from the statewide sales tax on diesel fuel, enacted as part of the TDA. Each January, the State Controller's Office (SCO) provides a STA revenue estimate for the following year. The total STA estimate from the SCO in February 2022 for San Bernardino County for FY 2022/2023, was \$24.6 million. That included funding from Senate Bill (SB) 1, which stabilized STA after years of decreasing and uncertain STA revenues.

STA funds are allocated to SBCTA in accordance with California Public Utility Code (PUC) as follows: 1) 50% under PUC Section 99313, STA-Population Share, based on the ratio of the population of the area under its jurisdiction to the total population of the state; and 2) 50% under PUC Section 99314, STA-Operator Share, which is allocated to individual operators based on the ratio of the prior year transit operator passenger fare and local support revenues, including revenues from member agencies, to the total revenues of all operators in the state and member agencies. The amount of STA-Operator Share funds available to each transit operator on an annual basis is determined by the SCO, and SBCTA functions as a pass-through agency for this portion of STA for all operators except SCRRA. SCRRA is allocated STA-Operator Share funds

as needed to meet their annual subsidy requirements, and if 100% of the funds are not needed in a given year, the funds are reserved solely for future use by SCRRA.

The STA-Population Share revenue is apportioned to the Valley and Mountain/Desert regions based on population. STA-Population Share is then allocated to the operators on an as-needed basis, as approved by the Board. The STA-Population Share has historically been limited to funding capital projects unless the operator can demonstrate compliance with a specific efficiency calculation. However, recent changes to California State law concerning the use of these funds for operations have provided additional flexibility to use STA for operating.

State of Good Repair (SGR) – SB1 also added a new SGR Program to STA that is apportioned to SBCTA and the operators in the same manner as STA. SGR funds are derived from a portion of the Transportation Improvement Fee on vehicle registrations. Since the amount is determined from the total collections, prior to other allocations, SGR funding is anticipated to be less volatile to economic conditions. SGR provides funding to transit operators in California for eligible maintenance, rehabilitation, and capital projects with the specific goal of keeping transit systems in a state of good repair. SGR-Operator Share funds are apportioned and allocated in the same manner as STA-Operator Share funds. SGR-Population Share funds apportioned to the Valley are allocated on a case-by-case basis as approved by the Board, and in the Mountain/Desert, allocations to operators are made by population with SBCTA functioning as a pass-through agency, similar to the Operator shares of both STA and SGR. SGR funds do not require matching funds. These amounts are consistent with the SGR allocations in a concurrent item on this agenda.

Low Carbon Transit Operations Program (LCTOP) – LCTOP is a source of State funding and one of several programs that are part of the Transit, Affordable Housing, and Sustainable Communities Program established by California Legislature in 2014 by SB 862. The LCTOP was created to provide transit operating and capital assistance to eligible project sponsors in an effort to reduce greenhouse gas emissions and improve mobility, with priority on serving disadvantaged communities. This program is funded by auction proceeds from the California Air Resources Board (CARB) Cap-and-Trade Program, where proceeds are deposited into the Greenhouse Gas Reduction Fund (GGRF). Although 5% of future annual GGRF proceeds will continue to be appropriated to the LCTOP; staff is cautious about becoming reliant upon this funding source as the overall availability is market driven. LCTOP apportionments occur after the auctions are completed and the amounts are known, therefore, the amounts in Attachment 1 are based on auctions that have already occurred.

Example projects include new or expanded bus or rail service, expanded intermodal transit facilities, free or reduced-fare transit passes/vouchers, and may include equipment acquisition, fueling, maintenance and other costs to operate those services or facilities, with each project required to reduce greenhouse gas emissions. For agencies whose service area includes disadvantaged communities, at least 50% of the total monies received shall be expended on projects that will benefit disadvantaged communities.

As with STA funds, LCTOP funding is allocated pursuant to PUC Sections 99313 and 99314. SBCTA receives LCTOP funds by formula, based on the ratio of the population of the area under its jurisdiction, to the total population of the state. A transit operator that is eligible to receive

STA funds per PUC Section 99314 is eligible to receive LCTOP funds by formula based on the ratio of the revenue of the transit operator's jurisdiction to the total revenue of all operators in the state. The transit operators receiving LCTOP funds per PUC Section 99314, work directly with the California Department of Transportation (Caltrans) to receive their LCTOP funds. In San Bernardino County, this includes City of Needles, Morongo Basin Transit Authority (MBTA), Mountain Transit (MT), VVTA, Omnitrans, and SCRRA.

Annually, staff recommends that LCTOP funds received under the population formula be further apportioned to the Valley and Mountain/Desert based on population, the same as STA funds that SBCTA receives per PUC Section 99313. After apportionment, LCTOP funds apportioned to the Valley are allocated on a case-by-case basis, as approved by the Board, and in the Mountain/Desert, allocations are made by population. LCTOP funds do not require matching funds.

Annually, the City of Needles requests that SBCTA swap their LCTOP allocations for STA funds to reduce the administrative burden of the LCTOP funds. A swap of \$14,019 was approved by the Board in March 2022.

Measure I Senior and Disabled Transit Program (MSI S&D) – In the Valley Subarea, 8% of the total Measure I collected is dedicated for MSI S&D, of which 2% is specifically dedicated to Consolidated Transportation Services Agency (CTSA) operations. Initially, in the Victor Valley Subarea, 5% of the total Measure I collected was dedicated to MSI S&D, with 1/2% increases every five (5) years after the initial collection of Measure I 2010-2040 revenues, to a maximum of 7.5%. Currently, 6% of the Victor Valley Subarea Measure I collected is allocated to VVTA to support S&D transit, with all increases above 5% coming from the MSI Local Streets Program. In the Rural Mountain/Desert Subareas, 5% of the total Measure I collected continues to be dedicated to MSI S&D based on Board approval in February 2019 as an increase was not required to address unmet transit needs of senior and disabled transit services.

100% of the estimated annual MSI S&D funds available are allocated to the transit operator serving all of the MSI Subareas. In the Valley Subarea, Omnitrans is the only operator eligible to use these funds. The MSI S&D funds are administered as a pass-through; therefore, the operators receive only the amounts actually received by SBCTA.

Federal Transit Administration (FTA) Section 5307 Urban Area Formula Funds – Section 5307 funds are Federal urban formula funds apportioned by SCAG to SBCTA for the Riverside/San Bernardino Urbanized Area (UZA) and the Los Angeles/Long Beach/Anaheim UZA. These Valley UZAs receive apportionments for Section 5307, per an apportionment formula codified in Title 49 of the United States Code, which includes a formulaic split for buses and fixed guideway. The Victorville/Hesperia UZA funds are apportioned directly to VVTA. VVTA is the only operator in an urbanized area in San Bernardino County outside the Valley area. Eligible activities include public transportation capital, planning, job access and reverse commute projects, as well as operating expenses under certain circumstances that do not exist in the San Bernardino Valley. This program requires a 20% local match. SBCTA is responsible for allocating the funds available to the Riverside/San Bernardino UZA and Los Angeles/Long Beach/Anaheim UZA. During this current FY SBCTA's vanpool program, LOOP, has begun to

generate funding in Section 5307 funding. As vanpools increase, they are expected to generate enough funding to cover the cost of this program.

FTA Section 5339 Urban Area Formula Funds for Bus and Bus Facilities – Section 5339 funds are Federal urban formula funds apportioned by SCAG to SBCTA for the Riverside/San Bernardino UZA and the Los Angeles/Long Beach/Anaheim UZA. The Victorville/Hesperia UZA funds are apportioned directly to VVTA. The formula is based on population, vehicle revenue miles, and passenger miles. This capital program provides funding to replace, rehabilitate, and purchase buses and related equipment and to construct bus-related facilities. This program requires a 20% local match.

FTA Section 5311 Rural Area Formula Funds (Regional Apportionment) – Section 5311 funds are rural formula funds apportioned by Caltrans to the San Bernardino County region based on population. Eligible activities include: public transportation planning, capital, operating, job access and reverse commute projects, and the acquisition of public transportation services. This program requires a 20% local match for capital projects and a 50% match for operating assistance. SBCTA further apportions the funds to the four rural operators based on population. SBCTA is responsible for ensuring proposed projects are selected and eligible, and for preparation of the Program of Projects (POP) that is submitted to Caltrans.

FTA Section 5310 Enhanced Mobility of Seniors & Individuals with Disabilities Program – Section 5310 funds are federal formula funds apportioned by SCAG to SBCTA for the Riverside/San Bernardino UZA, the Los Angeles/Long Beach/Anaheim UZA, and the Victorville/Hesperia UZA to support transportation services planned, designed and carried out to meet the special transportation needs of seniors and individuals with disabilities in all areas. Eligible activities would improve mobility for seniors and individuals with disabilities by removing barriers to transportation services and expanding transportation mobility options, including both traditional capital investment and nontraditional investment beyond the Americans with Disabilities Act (ADA) complementary paratransit services. Although SCAG apportions this funding to SBCTA, the Riverside/San Bernardino and Victorville/Hesperia UZAs are administered through Caltrans on SBCTA's behalf. The Los Angeles/Long Beach/Anaheim UZA funds are allocated by SBCTA to Omnitrans as part of the Annual Operators allocation. Omnitrans, in return, will add MSI Consolidated Transportation Services Agency (CTSA) funds to its MSI CTSA call-for-projects in an amount equivalent to the Section 5310 funding received. This action was done to help ease the burden of FTA oversight by Omnitrans as non-profits had difficulty meeting some of the FTA requirements. This was approved by the Board in November 2020.

Congestion Mitigation and Air Quality Funds (CMAQ) – CMAQ funds are Federal formula funds apportioned by Caltrans based on population and emissions weight factors to specific air basins such as the South Coast Air Basin and Mojave Desert Air Basin. SBCTA receives annual apportionments of CMAQ funds and is the agency responsible for recommending projects. Activities typically eligible for CMAQ funding include: high occupancy vehicle and express lanes, transit improvements, travel demand management strategies, traffic flow improvements such as signal synchronization, and public fleet conversions to cleaner fuels. SBCTA is responsible for submitting a CMAQ annual report to the Federal Highway Administration (FHWA) and Caltrans. The annual report documents the results of emission reduction

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assessments for projects in San Bernardino County using CMAQ funding for each Federal FY. Each CMAQ project must be analyzed using calculation methodologies recommended and approved by Caltrans and the California Air Resources Board.

The Board has identified funding gaps for transit as a high priority for allocation of CMAQ funds. Additionally, the Board approved Policy No. 40023 in February 2015 to ensure a proportional share of State and Federal funds are available for each subarea in accordance with the Measure I 2010-2040 Expenditure Plan. Typically, the Board adopts a 10-year allocation plan for CMAQ funds to transit operators with annual updates during this allocation process, and also makes updates to the allocation plan and includes the plan as part of the biennial analysis of the 10-Year Delivery Plan.

An additional fund source available to the transit operators, not included above or identified in Attachment 1, is LTF Article 3 funds. Article 3 funds are made available to transit operators for projects that improve access to transit stops for pedestrians and persons with disabilities and to eligible entities for bicycle and pedestrian facilities. These funds are allocated through a call-for-projects process under separate Board action.

LTF, STA, SGR, and MSI S&D funds available for allocation to the individual transit operators are included in the SBCTA FY 2022/2023 Budget. However, this item includes an additional allocation to Mountain Transit for the new maintenance facility in Big Bear Lake. Depending on the timing of those improvements, a future budget amendment may be necessary.

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 9, 2022.

Responsible Staff:

Nancy Strickert, Transit Manager

Approved
Board of Directors
Date: July 6, 2022

Witnessed By:

ATTACHMENT 1

Fiscal Year 2022/2023 Operator Allocations

SBCTA Allocations	MBTA	Mtn. Transit	Needles	Omnitrans	VVTA	Total
LTF	\$6,248,481	\$4,396,933	\$431,973	\$47,920,372	\$37,513,562	\$96,511,321
LTF Carryover	\$0	\$0	\$0	\$15,000,000	\$0	\$15,000,000
STA - Population ³	\$125,590	\$4,540,811	\$149,913	\$0	\$0	\$4,816,314
Measure I - S&D	\$156,500	\$150,100	\$28,300	\$12,139,050	\$1,833,400	\$14,307,350
Measure I - CTSA	\$0	\$0	\$0	\$4,046,350	\$0	\$4,046,350
CMAQ	\$0	\$724,129	\$0	\$0	\$0	\$724,129
FTA 5307 (non-stimulus)	\$0	\$0	\$0	\$17,245,799	\$8,337,734	\$25,583,533
FTA 5339 (non-stimulus)	\$0	\$0	\$0	\$2,034,284	\$1,130,123	\$3,164,407
FTA 5311 (non-stimulus) ²	\$568,530	\$401,916	\$62,366	\$0	\$952,712	\$1,985,524
Prior Year Surplus Funds	\$0	\$0	\$0	\$0	\$0	\$0
Allocations/Estimates from other SBCTA Board actions or by other entities						
STA - Operator	\$66,280	\$36,418	\$3,753	\$2,210,628	\$292,148	\$2,609,227
STA - Operator FY2020 Negative Balance ¹	\$0	\$0	\$0	\$0	-\$35,132	-\$35,132
SGR - Population	\$123,026	\$81,243	\$8,505	\$0	\$738,603	\$951,377
SGR - Operator	\$10,917	\$5,998	\$618	\$364,107	\$48,119	\$429,759
LCTOP - Population	\$188,579	\$124,531	Swapped for STA-Pop	\$2,607,450	\$1,132,156	\$4,052,716
LCTOP - Operator	\$17,342	\$9,529	Swapped for STA-Pop	\$578,411	\$76,441	\$681,723
FTA 5310 (non-stimulus)	\$0	\$0	\$0	\$0	\$0	\$0
Grand Total	\$7,505,245	\$10,471,608	\$685,428	\$104,146,451	\$52,019,866	\$174,828,598

¹ Due to VVTA STA-Operator shares being negative at the end of FY 2020/2021 because SCO estimate was higher than actual receipts.

² Revisions to City of Needles and VVTA 5311 Based on directions from Caltrans. This was noted at the 06/09/22 Transit Committee.

³ VVTA no longer needs STA population match for the San Bernardino County grant application.

Attachment 2

Summary of Changes to SRTP Revenue Assumptions for FY 2022/2023¹

Operator	FY 2021/2022 Total Revenues	LTF/ LTF Carryover	STA	SGR	LCTOP	Measure I	CMAQ	FTA Non-Stimulus (5307/5310/5311/ 5337/5339) ²	FTA COVID-19 Stimulus (CARES/CRRSAA/ ARPA)
MBTA Plan ³	\$ 4,256,571	3,262,490	191,870	109,036	151,262	131,274	-	410,639	
Amendment	\$ 7,505,245	6,248,481	191,870	133,943	205,921	156,500	-	568,530	-
Difference	\$ 3,248,674	2,985,991	-	24,907	54,659	25,226	-	157,891	-
Mountain Transit Plan	\$ 12,545,091	3,107,509	8,577,229	85,601	57,034	119,168	293,550	305,000	
Amendment⁴	\$ 10,471,608	4,396,933	4,577,229	87,241	134,060	150,100	724,129	401,916	-
Difference	\$ (2,073,483)	1,289,424	(4,000,000)	1,640	77,026	30,932	430,579	96,916	-
Needles Plan ⁵	\$ 513,878	225,653	216,114	7,663	10,464	13,357	-	40,627	
Amendment⁶	\$ 685,428	431,973	153,666	9,123	-	28,300	-	62,366	-
Difference	\$ 171,550	206,320	(62,448)	1,460	(10,464)	14,943	-	21,739	-
Omnitrans Plan	\$ -						-	-	
Amendment⁷	\$ 104,146,451	62,920,372	2,210,628	364,107	3,185,861	16,185,400	-	19,280,083	-
Difference	\$ 104,146,451	62,920,372	2,210,628	364,107	3,185,861	16,185,400	-	19,280,083	-
VVTA Plan ⁸	\$ 35,178,382	19,107,454	256,123	677,157	839,654	1,223,531	2,500,000	10,574,463	
Amendment	\$ 52,019,866	37,513,562	257,016	786,722	1,208,597	1,833,400	-	10,420,569	-
Difference	\$ 16,841,484	18,406,108	893	109,565	368,943	609,869	(2,500,000)	(153,894)	-
Total Original Plan	\$ 52,493,922	25,703,106	9,241,336	879,457	1,058,414	1,487,330	2,793,550	11,330,729	-
Total Amendment	\$ 174,828,598	111,511,321	7,390,409	1,381,136	4,734,439	18,353,700	724,129	30,733,464	-
TOTAL INCREASE/(DECREASE)	\$ 122,334,676	85,808,215	(1,850,927)	501,679	3,676,025	16,866,370	(2,069,421)	19,402,735	-

¹ Does not include all SRTP revenues (i.e., passenger fares, advertising, directly received federal & other revenues).

² FTA FY 2022/2023 apportionments are not available now; amounts are estimates primarily based on FY 2021/2022 apportionments.

³ MBTA revised their vehicle needs and CMAQ decreased as LTF covered their needs for FY22/23.

⁴ Mtn Transit STA allocation includes \$4.5 million for new facilities. MT had a larger request however they will not need the entire amount during this fiscal year.

⁵ Needles swapping LCTOP for STA.

⁶ In FY22/23 Needles will purchase one vehicle however the cost has come in lower than anticipated for STA dollars.

⁷ Omnitrans SRTP 2021 - 2026 has not been completed. This Amendment adds this current year into their most recent SRTP 2015- 2021.

⁸ VVTA's LTF increased and has funding available to cover CMAQ apportionment.

Attachment 3

CMAQ Allocation Plan for Transit Operators

	FY 2022/2023 ³	FY 2023/2024	FY 2024/2025	FY 2025/2026	FY 2026/2027	FY 2027/2028	FY 2028/2029	FY 2029/2030	FY 2030/2031	FY 2031/2032 ¹	Total
MBTA	\$0	\$745,070	\$904,072	\$0	\$876,513	\$595,579	\$1,040,485	\$3,053,006	\$1,500,000	\$1,079,971	\$9,794,696
Omnitrans ²	\$0	\$18,305,820	\$36,891,083	\$10,467,232	\$23,012,095	\$23,284,020	\$24,784,868	\$0	\$42,072,196	\$0	\$178,817,314
VVTA	\$0	3,389,000	2,500,000	3,100,000	2,500,000	\$3,465,983	\$6,311,981	\$5,658,869	\$6,696,381	\$0	\$33,622,214
VVTA Barstow	\$0	\$650,000	\$0	\$650,000	\$0	\$650,000	\$0	\$650,000	\$0	\$0	\$2,600,000
MARTA	\$724,129	\$316,524	\$0	\$3,046,887	\$2,750,322	\$821,931	\$0	\$1,851,448	\$2,289,384	\$0	\$0
Total	\$724,129	\$23,406,414	\$40,295,155	\$17,264,119	\$29,138,930	\$28,817,513	\$32,137,334	\$11,213,323	\$52,557,961	\$1,079,971	\$224,834,224

¹ Funding for FY31/32 is still to be determined based on operators next SRTP cycle.

² Omnitrans has not completed their SRTP and these are estimates based on discussions with Omnitrans.

³ MBTA and VVTA were able to cover the vehicle cost with available LTF for next fiscal year.

Minute Action

AGENDA ITEM: 22

Date: July 6, 2022

Subject:

Omnitrans Specialized Transportation Services - Consolidated Transportation Services Agency Budget for Fiscal Year 2022/2023

Recommendation:

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

Approve the Omnitrans Specialized Transportation Services Budget for Consolidated Transportation Services Agency activities for Fiscal Year 2022/2023.

Background:

In November 2015, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved Resolution No. 16-005, designating Omnitrans as the Consolidated Transportation Services Agency (CTSA) for the San Bernardino Valley. As part of this resolution, and subsequent Contract No. 16-1001458, it is required that the CTSA budget be approved by the SBCTA Board. In November 2020, the SBCTA Board approved Amendment No. 1 to Contract No. 16-1001458 which reappointed Omnitrans as the CTSA and extended the term an additional five (5) years through November 4, 2025.

When Omnitrans assumed CTSA responsibilities, they created a new department known as Specialized Transportation Services (STS). This would include all activities associated with their paratransit service, Access, and the CTSA services they now provide. Attachment 1 is the Omnitrans STS – CTSA budget for Fiscal Year (FY) 2022/2023, which does not include the entire budget of Omnitrans' STS department. The budget for the CTSA is comparable to that of previous years. Table 1 is a comparison between projects from FY 2021/2022 and FY 2022/2023.

Table 1. FY 2021/2022 and FY 2022/2023 Comparison

Programs	Admin	Travel Training	TREP	Lyft/Uber	Microtransit	Mobility Partners
FY 2021/2022	\$76,184	\$171,389	\$67,221	\$13,444	\$283,343	\$2,546,419
FY 2022/2023	\$83,994	\$34,127	\$174,069	\$204,814	\$459,111	\$2,733,336

During FY 2021/2022, Omnitrans budgeted \$140,000 in bus passes for the Travel Training Program. This was to encourage those who had been trained to continue to use public transit. However, due to the continuing impacts of the COVID-19 pandemic, this project was not started and Omnitrans decided not to pursue the free pass program as part of the Travel Training Program in FY 2022/2023. Additionally, the Travel Reimbursement Program (TREP) budget for FY 2021/2022 was underestimated. The amount for this program in FY 2022/2023 reflects the increase in usage during FY 2021/2022. In April 2022, Omnitrans discontinued its Lyft RIDE Program and launched Uber Ride. The increase in cost is based on projected potential ridership which covers multiple cities in Omnitrans' service area. Lastly, the Microtransit budget covers a full year for seniors and disabled on OmniRide for the cities of Chino Hills, Upland and Bloomington.

Entity: San Bernardino County Transportation Authority

It is important to note that any funding not used during this FY will be returned to Omnitrans Measure I CTSA fund balance and will be made available to Omnitrans and other mobility partners. Currently, Omnitrans has a Measure I CTSA balance of approximately \$16.4 million, and the anticipated revenue for FY 2022/2023 is \$4 million compared to a budget of \$3.7 million.

During FY 2021/2022, Omnitrans completed three (3) primary activities within the CTSA Function:

- 1) **Expanded OmniRide MicroTransit service to the cities of Upland and Bloomington.** OmniRide is an application-enabled, on-demand transit service using smaller vehicles that enhances mobility options for seniors and individuals with disabilities compared to OmniAccess service. The entire OmniRide program is not eligible for Measure I CTSA funding. However, the percentage of OmniRide costs that corresponds with the Americans with Disabilities Act (ADA), senior and disabled ridership share is eligible.
- 2) **Initiated OmniRide Uber in 2022.** Uber Ride is similar to the earlier Taxi Ride and Lyft RIDE programs. OmniRide Uber is a ride subsidy program for clients with additional mobility options at a relatively low cost. Omnitrans subsidizes half the cost of a trip, up to \$15 for qualified seniors and individuals with disabilities.
- 3) **Call-for-Projects and Funding Extensions for Regional Mobility Program Partners.** Omnitrans currently has 11 Regional Mobility program partners, nine (9) of which will be continuing into FY 2022/2023. These contracts are being reviewed and in the process of approval at Omnitrans. Additionally, there was a call for new project partners. A few new partners are scheduled to be recommended for award at the Omnitrans July 2022 Board meeting.

Other programs of note are the Travel Training, TREP/Volunteer Driver Reimbursement Program and Regional Mobility Partnership Program. During the COVID-19 pandemic, the Travel Training program was temporarily suspended for the health and safety of Omnitrans staff and travel training program clients. However, Travel Training is anticipated to resume in July 2022. Additionally, TREP/Volunteer Driver Reimbursement Program has remained operational throughout the pandemic. This program is one of the strongest mobility options offered by Omnitrans and experienced growth during the pandemic. This growth is attributed to passengers feeling more comfortable with this program as they are able to better control who they ride with as they select their own volunteer drivers.

Omnitrans has continued its Regional Mobility Partnership Program (RMP) throughout this period. In April 2022, Omnitrans staff, as well as staff from SBCTA and AMMA Transit Planning, completed the review and scoring of the most recent Measure I Call-for-Projects as mentioned earlier. For FY 2021/2022, there were a total of 11 RMP partners that provided a total of 66,368 trips reported for the year. The majority of these programs offer shuttles for residents or clients, or a volunteer driver program to provide additional mobility options. Table 2 shows current partners as well as Omnitrans programs and their ridership.

Table 2. Annual Ridership Levels by Program

Omnitrans CTSA Program Ridership	CY2020	CY2021	%
TREP Mileage Reimbursement Trips	13,383	15,699	17%
OmniRide Uber Ride Program ∞	0	0	
Taxi Ride Program *	0	0	
Lyft RIDE Program Trips ⁺	0	0	
OmniRide Chino Hills, Upland & Bloomington [^]	921	5,496	497%
Travel Training Program*	0	0	
Total Omnitrans Programs	14,304	21,195	48%
Regional Mobility Partner Programs			
Anthesis	16,374	12,876	-21%
Central City Lutheran	2,118	1,609	-24%
City of Grand Terrace	2,063	3,746	82%
City of Redlands	2,585	1,005	-61%
AgingNext	20,966	14,994	-28%
OPARC	7,370	11,290	53%
City of Chino	5,870	5,125	-13%
Highland Senior Center	2,846	4,315	52%
Loma Linda University Adult Day Health	8,231	10,298	25%
West End YMCA	914	1,110	21%
Partners Program Trips	69,337	66,368	-4%
Total Trips	83,641	87,563	5%

+ This program was discontinued during the pandemic.

* This program was temporarily suspended for safety/health concerns during the COVID-19 pandemic.

∞ This program was launched in Calendar Year 2022.

[^] CTSA contributes 35% of the overall program tied to the share of clients that are senior or disabled

Measure I CTSA funds are passed through to Omnitrans on a monthly basis as they are generated. Staff has reviewed the proposed budget and finds it reasonable in its assumptions.

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 9, 2022.

Responsible Staff:

Nancy Strickert, Transit Manager

Approved
 Board of Directors
 Date: July 6, 2022
 Witnessed By:

Attachment 1

Attachment: Attachment 1 Omnitrans STS Budget breakout_FY23_Microtransit Included (8750 : Omnitrans STS-CTSA Budget for Fiscal Year

OMNITRANS 3000- EXPENSE REPORT FOR SPECIALIZED TRANSPORTATION SERVICES									
GL ACCT	Salary %	A	B	C	D	E			
CODE	DESCRIPTION	Admin	Travel Training	TREP	UBER	Mobility Partners	Proposed Budget CTSA	MicroTransit *	TOTAL MSI CTSA
501100	Regular Pay - Operators								
501130	Regular Pay - Others	49,133.50	17,341.23	43,353.09	8,670.62	170,522.14	289,020.58		289,020.58
501310	Overtime Pay - Operator	-	-	-	-	-	-		
501340	Overtime Pay - Other	-	-	-	-	-	-		
TOTAL SALARIES		49,133.50	17,341.23	43,353.09	8,670.62	170,522.14	289,020.58		289,020.58
502210	PERS Employer Expense	5,948.71	2,099.55	5,248.87	1,049.77	20,645.54	34,992.44		34,992.44
502240	PERS Reimbursement Expense	-	-	-	-	-	-		
502270	PacificCare COPD	4,055.97	1,431.52	3,578.80	715.76	14,076.60	23,858.65		23,858.65
502320	Health Saving Acct Expense	-	-	-	-	-	-		
502330	Life Insurance Expense	235.41	83.09	207.71	41.54	817.01	1,384.76		1,384.76
502360	Employers Medicare Tax Expense	827.00	291.88	729.71	145.94	2,870.19	4,864.72		4,864.72
502370	LTD CO PD Expense	249.86	88.19	220.47	44.09	867.17	1,469.78		1,469.78
502390	Unemployment Insurance expense	-	-	-	-	-	-		
502420	Workers Compensation Expense	-	-	-	-	-	-		
502450	Sick Leave Expense	2,632.37	929.07	2,322.68	464.54	9,135.87	15,484.52		15,484.52
502451	Sick Leave Expense - Operators	-	-	-	-	-	-		
502450	Holiday Pay Expense	2,413.00	851.65	2,129.12	425.82	8,374.55	14,194.14		14,194.14
502481	Holiday Pay Expense - Operators	-	-	-	-	-	-		
502490	Floating Holiday Pay Expense	-	-	-	-	-	-		
502491	Floating Holiday Pay Expense - Oper	-	-	-	-	-	-		
502510	Vacation Pay Expense	2,636.42	930.50	2,326.25	465.25	9,149.92	15,508.34		15,508.34
502511	Vacation Pay Expense - Operators	-	-	-	-	-	-		
502580	Car Expense	-	-	-	-	-	-		
502600	SDI Reimbursement Expense	627.38	221.43	553.57	110.71	2,177.38	3,690.48		3,690.48
502630	EE Bond Expense	-	-	-	-	-	-		
502690	Jury Duty Leave Expense	219.36	77.42	193.56	38.71	761.32	1,290.38		1,290.38
502691	Jury Duty Leave Expense - Operator	-	-	-	-	-	-		
502721	Military Duty Leave Expense	-	-	-	-	-	-		
502720	Military Duty Leave Expense - Opera	-	-	-	-	-	-		
502780	Deferred Compensation Expense	379.24	133.85	334.62	66.92	1,316.17	2,230.80		2,230.80
502790	Bonus Pay	-	-	-	-	-	-		
502791	Bonus Pay - Operators	-	-	-	-	-	-		
502880	Kaiser COPD	7,497.17	2,646.06	6,615.15	1,323.03	26,019.59	44,101.00		44,101.00
502900	Pension Expense	-	-	-	-	-	-		
502980	Payroll Expenses Reimbursement	-	-	-	-	-	-		
502990	Payroll Claim Expenses	-	-	-	-	-	-		
TOTAL BENEFITS		27,721.90	9,784.20	24,460.50	4,892.10	96,211.31	163,070.02		163,070.02
503060	Professional & Technical Fees	1,700.00	600.00	1,500.00	300.00	5,900.00	10,000.00		10,000.00
503110	Contract Maintenance Services	-	-	-	-	-	-		
503160	Custodial Services Expense	-	-	-	-	-	-		
503210	Security Services Expense	-	-	-	-	-	-		
503260	Fare Collection Service Expense	-	-	-	-	-	-		
503310	Contract Labor Expense	-	-	-	-	-	-		
503360	Employee Physicals Expense	-	-	-	-	-	-		
503990	Other Services	-	-	100,000.00	190,000.00	2,442,000.00	2,732,000.00	-	2,732,000.00
TOTAL SERVICES		1,700.00	600.00	101,500.00	190,300.00	2,447,900.00	2,742,000.00	-	2,742,000.00
504000	Discounts Received	-	-	-	-	-	-		
504010	Bus & Other Rolling Stock Parts	-	-	-	-	-	-		
504011	Non Rev Rolling Stock Parts	-	-	-	-	-	-		
504020	Tire s & Tubes	-	-	-	-	-	-		
504030	Preventative Maintenance	-	-	-	-	-	-		
504060	Workshop clearing account	-	-	-	-	-	-		
504090	LNG/CNG Fuels	-	-	-	-	-	-		
504091	CNG Hedging Activities	-	-	-	-	-	-		
504100	Gasoline	-	-	-	-	-	-		
504110	Diesel Fuel	-	-	-	-	-	-		
504120	Oil	-	-	-	-	-	-		
504130	Lubricants & Chemicals	-	-	-	-	-	-		
504140	CNG Fuel Tax Credit	-	-	-	-	-	-		
504190	Computer Supplies	-	-	-	-	-	-		
504200	Washer & Cleaner Supplies	-	-	-	-	-	-		
504210	Office Supplies	510.00	180.00	450.00	90.00	1,770.00	3,000.00		3,000.00
504220	Small Tools	-	-	-	-	-	-		
504230	Clothing & Safety Supplies	170.00	60.00	150.00	30.00	590.00	1,000.00		1,000.00
504240	Tool Allowance	-	-	-	-	-	-		
504900	Price Variance	-	-	-	-	-	-		
504910	Inventory Adjustment	-	-	-	-	-	-		
504990	Other materials & supplies	-	-	-	-	-	-		
TOTAL MATERIALS & SUPPLIES		680.00	240.00	600.00	120.00	2,360.00	4,000.00		4,000.00
505020	Utility Other than Propulsion Power	-	-	-	-	-	-		0.00
505030	Telephone	1,700.00	600.00	1,500.00	300.00	5,900.00	10,000.00		10,000.00
505040	Data communication Lines	-	-	-	-	-	-		
505060	Repairs & Maint - Buildings	-	-	-	-	-	-		0.00
505110	Repairs & Maint - Equipment	-	-	-	-	-	-		0.00
505160	Repairs & Maint - Office Equipment	-	-	-	-	-	-		0.00
505170	R & M Software [Contracts]	-	-	-	-	-	-		0.00
505210	Repairs & Maint Grounds	-	-	-	-	-	-		
505230	Repairs & Maint Stops & Satations	-	-	-	-	-	-		
505960	Other Occupancy Expense	-	-	-	-	-	-		0.00
TOTAL OCCUPANCY		1,700.00	600.00	1,500.00	300.00	5,900.00	10,000.00		10,000.00

OMNITRANS									
3000- EXPENSE REPORT FOR SPECIALIZED TRANSPORTATION SERVICES									
GL ACCT	Salary %	A	B	C	D	E			
CODE	DESCRIPTION	Admin	Travel Training	TREP	UBER	Mobility Partners	Proposed Budget CTSA	MicroTransit *	TOTAL MSI CTSA
506110	Property/Official & Emp Liab Insuran	-	-	-	-	-	-	-	0.00
506160	General Liab & Veh Liab/Loss Insurance	-	4,500.00	-	-	-	4,500.00	-	4,500.00
506180	General Auto PD/PL Uninsured Ded/	-	-	-	-	-	-	-	0.00
506310	Worker's Comp Excess/Employer's L	-	-	-	-	-	-	-	0.00
506360	Worker's Comp Self Insured IBNR	-	-	-	-	-	-	-	0.00
506960	General Liability/Loss IBNR	-	-	-	-	-	-	-	0.00
TOTAL CASUALTY & LIABILITY		-	4,500.00	-	-	-	4,500.00	-	4,500.00
TOTAL TAXES		-	-	-	-	-	-	-	-
508220	Purchased Transportation	-	-	-	-	-	-	459,111.00	459,111.00
508900	Purch Trans Lease Cost - LTF	-	-	-	-	-	-	-	0.00
508990	Purch Trans Lease Cost - FTA	-	-	-	-	-	-	-	0.00
TOTAL PURCH TRANSPORT		-	-	-	-	-	-	459,111.00	459,111.00
509080	Advertising/Promotion Media	765.00	270.00	675.00	135.00	2,655.00	4,500.00	-	4,500.00
509230	Printing Charges	850.00	300.00	750.00	150.00	2,950.00	5,000.00	-	5,000.00
TOTAL PRINTING & ADVERTISING		1,615.00	570.00	1,425.00	285.00	5,605.00	9,500.00	-	9,500.00
508000	Interest Expense	-	-	-	-	-	-	-	-
509010	Memberships, Dues, Pub, Subscript	-	-	-	-	-	-	-	-
509020	Travel & Meetings	340.00	120.00	300.00	60.00	1,180.00	2,000.00	-	2,000.00
509030	Postage and Express Mail	-	-	-	-	-	-	-	-
509070	Bad Debt expense /NSF	-	-	-	-	-	-	-	-
509100	Bus Pass Sales Discounts	-	-	-	-	-	-	-	0.00
509200	Safety Training	-	-	-	-	-	-	-	-
509210	Employee Training	1,020.00	360.00	900.00	180.00	3,540.00	6,000.00	-	6,000.00
509220	Educational Reimbursements	-	-	-	-	-	-	-	-
509240	Outside Freight	-	-	-	-	-	-	-	-
509250	Bank Charges	-	-	-	-	-	-	-	-
509260	Employee Recognition	34.00	12.00	30.00	6.00	118.00	200.00	-	200.00
	PO Invoice Over Under	-	-	-	-	-	-	-	-
509990	Other Miscellaneous Expense	-	-	-	-	-	-	-	-
590300	Distributed Labor - Maintenance - Dir	-	-	-	-	-	-	-	-
590400	Allocated Indirect Labor & Benefits	-	-	-	-	-	-	-	-
TOTAL MISCELLANEOUS EXPENSE		1,394.00	492.00	1,230.00	246.00	4,838.00	8,200.00	-	8,200.00
TOTAL LEASES & RENTALS		-	-	-	-	-	-	-	-
TOTAL DEPRECIATION		-	-	-	-	-	-	-	-
TOTAL CAPITAL PURCH EXPENSE		-	-	-	-	-	-	-	-
TOTAL EXPENSES		83,944.40	34,127.44	174,068.59	204,813.72	2,733,336.45	3,230,290.60	459,111.00	3,689,401.60
Microtransit Expenses are included in Cost Center 2400. However they are included here to show total Measure 1 CTSA funding being budgeted.									

Minute Action

AGENDA ITEM: 23

Date: July 6, 2022

Subject:

Tunnel to Ontario International Airport - Procurement Approach, Amendment No. 1 to Project Management/Construction Management Services Contract No. 21-1002452, and Amendment No. 3 to Legal Services Contract No. 21-1002451

Recommendation:

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

A. Direct staff to proceed with development of a form of design-build procurement for the Tunnel to Ontario International Airport (ONT) Project with a limited transitional operating period for a system which will operate using zero-emission rubber-tire automated transit network vehicles capable of providing on-demand service and accommodate level boarding and luggage. The determination to proceed beyond the design phase is contingent on available funding, including significant grant funds from the state or federal government.

B. Approve Amendment No. 1 to Contract No. 21-1002452 with HNTB Corporation for Project Management/Construction Management Services for the Tunnel to ONT project, in the amount of \$1,100,000 in State Transit Assistance – Population Share funds to be available under Notice to Proceed 1, increasing the total not-to-exceed contract value to \$28,206,498, to perform an additional thirty (30) supplemental geotechnical borings in support of the procurement for the Tunnel to ONT project.

C. Approve Amendment No. 3 to Contract No. 21-1002451 with Kaplan Kirsch & Rockwell, LLP, for continued outside legal services for the Tunnel to ONT project, in the amount of \$900,000 in State Transit Assistance – Population Share funds, increasing the total not-to-exceed contract value to \$1,900,000, to support the continued procurement effort outlined in Recommendation A.

Background:

The San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) recently awarded the Tunnel to Ontario International Airport (ONT) Project (Project) environmental services contract (Contract No. 22-1002758) to AECOM Technical Services, Inc. to environmentally clear the Project under the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), and staff has re-engaged the Federal Transit Administration (FTA). Additionally, staff has been working with the Program Construction Manager (PCM), HNTB Corporation, to develop the subsequent preferred procurement method, with a focus on allowing for innovative solutions to be proposed by prospective bidders, and the purchasing of autonomous vehicles.

Recommendation A

Six alternative procurement models were evaluated for the Project as described in Exhibit A: (1) design-bid-build (DBB); (2) design-build (DB); (3) progressive design-build; (4) construction manager / general contractor (CM/GC); (5) design-build-operate-maintain (DBOM); and (6) design-build-finance-operate-maintain (DBFOM).

Entity: San Bernardino County Transportation Authority

After review with the PCM and outside legal counsel, staff recommends a delivery approach that combines elements of a traditional design-build (DB) authorized under the DB Law along with a “progressive” approach to account for the Project’s scheduling constraints, with an operational period of at least one year provided by the contractor. This approach represents a delivery method that is less than a typical progressive design-build and more than a traditional design-build project.

The recommended approach will retain at least two design-builder teams through Phase 1 (preconstruction), in order to both comply with the DB Law and to retain effective competition leading to selection of a single design-builder team to proceed to Phase 2 (final design, construction, and operations & maintenance). A stipend of \$900,000 for each team is included in the Project budget.

The two-stage model allows SBCTA, the PCM, and selected contractors to collaborate as an integrated team during the preconstruction phase. This collaborative approach promotes innovative ideas to benefit the Project cost and schedule. Areas for potential Project innovation include tunnel sizing, tunnel boring machine (TBM) logistics and operations, and vehicle technology selection. Staff’s approach is to not specify a minimum vehicle occupancy or floor height, but to have minimum requirements as identified in Recommendation A to allow for maximum industry innovation, along with specific performance requirements identified in the request for proposals which will be used to inform evaluation scoring.

Any determination by SBCTA to proceed with the Project is contingent upon receipt of all required environmental clearances and incorporation of any required mitigation measures or modifications to the proposed Project scope, as determined during such environmental reviews. The execution of a contract at any stage of the proposed procurement process will not commit SBCTA to a particular course of action beyond preliminary design and project development work, which will remain subject to the outcome of the environmental review processes, nor will it preclude SBCTA from considering alternatives to the Project or determining not to proceed with the Project.

Recommendation B

On January 6, 2021, the Board approved the award of Contract No. 21-1002452 to HNTB Corporation to provide Project Management/Construction Management (PCM) Services for Emerging Technology Tunnel to ONT, for a not-to-exceed amount of \$26,940,428. As part of the initial work to be completed under Notice to Proceed No. 1, five borings were conducted in order to assess geotechnical conditions and inform the Developer procurement for the proposed Emerging Technology Tunnel to ONT (Project). This work included the compilation and evaluation of data collected for other projects in the site vicinity, and the identification of data gaps for a limited, site-specific initial geotechnical investigation program. The limited initial geotechnical investigation program was intended as a risk management tool to be used in advance of award of a Design-Build-Operate-Maintain (DBOM) Contract. The explorations and testing were used to identify “known unknowns” by initial characterization of 1) potential adverse ground conditions, and 2) ground conditions at critical existing and proposed structures.

As subsurface conditions are a major risk for any underground construction, and may potentially lead to unforeseen conditions that are encountered during construction, leading to significant

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July 6, 2022

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delays and claims, thirty (30) additional borings are recommended to further assess the geotechnical conditions of the site of the Project. These additional borings will supplement the five (5) borings performed as part of the original contract scope. The supplemental borings will be drilled using a hollow stem auger and sampled using standard penetration test equipment for visual identification and laboratory classification testing. The goal of this supplemental investigation program is to provide greater confidence to Project proposers regarding the anticipated subsurface conditions within the influence zone of the proposed tunnel alignment and stations. Additional sampling and testing may be required if contaminated soil is encountered in any of the proposed borings. A preliminary map of the proposed supplement boring locations is provided as Attachment A. The exact locations of these borings are subject to change based on access, permitting, traffic control, etc. The anticipated spacing between borings is roughly 500 to 1,000 feet.

Pursuant to Article 10.2 of the referenced contract, staff is requesting a modification to the contract in the amount of \$1,100,000 to perform the thirty (30) supplemental geotechnical borings in support of the Project procurement. This cost includes all permitting fees, investigation oversight, reporting, PCM sub-consultant administration fee to inform the geotechnical sections of the updated procurement documents, and a 10% contingency.

Approval of this work will be completed under the proposed Amendment No. 1 to Contract No. 21-1002452, increasing the current contract not-to-exceed amount to \$28,206,498, which includes the original amount authorized, \$166,070 of contingency funds that have been released, and the requested \$1,100,000.

Recommendation C

Continued outside legal counsel is needed to support the ongoing procurement efforts required to select a design-build team for delivery of the project, including support for regulatory oversight, industry outreach, and contract development. Staff is requesting approval of Amendment No. 3 to Contract No. 21-1002451 with Kaplan Kirsch & Rockwell, LLP.

The increased contract values identified in this item are within the funding included in the 2021 Update to the 10-Year Delivery Plan and are included in the \$492 million project budget presented to the SBCTA Board on April 6, 2022, with a portion of the funding to be used for the legal services contract amendment coming from the identified contingency.

Financial Impact:

This item is not consistent with the Fiscal Year 2022/2023 Budget. An administrative budget amendment will be done.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 9, 2022. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendments.

Responsible Staff:

Carrie Schindler, Deputy Executive Director

Approved
Board of Directors
Date: July 6, 2022
Witnessed By:

Tunnel to Ontario International Airport Contract No. 21-1002452



STRATEGY FOR ALTERNATIVE PROCUREMENT



Version 1 – May 26, 2022

Sponsoring Agency:

San Bernardino County Transportation Authority (SBCTA)
1170 W. Third St., Second Floor
San Bernardino, CA 92410-1715

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Update and Revision Log

Date	Change Description
March 8, 2022	Initial Draft to SBCTA
April 21, 2022	Updated to address SBCTA comments
May 16, 2022	Updated conclusions and recommendations
May 24, 2022	Updated to address SBCTA comments
May 26, 2022	Updated based on team discussion

Acronyms and Abbreviations

CM/GC	Construction Manager/General Contractor
DBFOM	Design-Build-Finance-Operate-Maintain
DBOM	Design-Build-Operate-Maintain
DBB	Design-Bid-Build
DB	Design-Build
FTA	Federal Transit Administration
GMP	Guaranteed Maximum Price
O&M	Operations and Maintenance
OIAA	Ontario International Airport Authority
MWD	Metropolitan Water District of Southern California
P3 or PPP	Public-Private Partnership
PDB	Progressive Design-Build
PCM	Project and Construction Manager
PMOC	Project Management Oversight Contractor
PS&E	Plans, Specifications and Estimates
RFP	Request for Proposals
RFQ	Request for Qualifications
ROM	Rough Order of Magnitude
UPRR	Union Pacific Railroad

1.0 INTRODUCTION AND RECOMMENDED APPROACH

This strategy document analyzes various procurement options for the Tunnel to Ontario International Airport Project (the “Project”). After review, the PCM recommends a delivery approach that combines elements of a traditional design-build authorized under the DB Law along with a “progressive” approach to account for the Project’s scheduling constraints, with an operational period of at least one year provided by the contractor (collectively, the “Project Approach”). The Project Approach represents a delivery method that is less than a typical progressive design-build and more than a traditional design-build project. The Project Approach is based on an analysis of the other project delivery alternatives described below, statutory limitations under California law (particularly the Design-Build Law) and needs of the Project. See Sections 1.1 through 1.3 for further information.

In reaching its recommendation, the PCM considered five alternative procurement options for the Project: (1) design-bid-build (DBB); (2) design-build (DB); (3) progressive design-build; (4) construction manager / general contractor (CM/GC); (5) design-build-operate-maintain (DBOM); and (6) design-build-finance-operate-maintain (DBFOM). Sections 2 through 7 provide a general overview of each delivery method, reference projects, and a table of highlighting the pros and cons from the owner’s perspective. Conclusions and recommendations are provided in Section 8. Attachment A includes a program schedule comparison for each of the contracting options considered (refer to Item 6 Progressive Design-Build for recommended Project Approach).

At a high-level, the Project Approach would follow the steps below. Note, a funding gap has been identified by SBCTA; PCM recommends starting the activities outlined using a series of NTPs (to be identified) while remaining grant funding is being secured.

Step #	Description	Explanatory Note
1.	Present the Project Approach to the SBCTA Board for approval in July 2022	
2.	Industry outreach	
3.	Seek initial feedback from the FTA	
4.	Immediately after Board approval: <ol style="list-style-type: none"> issue an RFQ; and under PCM contract, begin limited geotechnical investigations, UPRR and Caltrans engagement, and potentially some early work activities related to relocating conflicting utilities. 	
5.	“Select” at least two shortlisted teams.	
6.	Enter into a Phase 1 - Early Works Agreement with the shortlisted teams to engage in “progressive” approach through Phase 1.	This Agreement will set out design development compensation (a stipend of \$900,000 per team) and deliverables.

Step #	Description	Explanatory Note
		SBCTA's interaction with the shortlisted teams will be akin to a long series of multiple one-on-one meetings.
7.	During Phase 1, issue the RFP.	<p>The RFP will include two primary documents:</p> <ul style="list-style-type: none"> a. a process document outlining the design development process, interactions, deliverables from the Early Works Agreement, requirements for interaction with SCBTA (and SBCTA's consultants, including its NEPA/CEQA consultant) through Phase 1, and requests for supplemental due diligence. Additionally, the process document will set out proposal submission requirements (including requirements for submission of a guaranteed maximum price (GMP) at the conclusion of Phase 1 and SBCTA's proposal evaluation criteria. b. A draft of Phase 2 Contract for negotiation during Phase 1. The Phase 2 contract will be entered into with one team following conclusion of Phase 1 and selection by SBCTA.
8.	Phase 2	<p>Following (and subject to) the outcome of the environmental review processes, proceed with final design and construction.</p> <p>We currently contemplate that the Phase 2 contract would also include a one-year transitional operations period at the conclusion of construction and system start-up, testing, and commissioning. Autonomous vehicle technology is relatively new in the U.S. market, therefore, a one year overlap with Omnitrans operations staff and the design-builder's operations staff (and/or personnel from the autonomous vehicle manufacturer) will provide sufficient time for Omnitrans to assume the operations, with appropriate time for training and</p>

Step #	Description	Explanatory Note
		familiarizations with the proposed technologies

Any determination by SBCTA to proceed with the Project is contingent upon receipt of all required environmental clearances and incorporation of any required mitigation measures or modifications to the proposed Project scope, as determined during such environmental reviews. The execution of a contract at any stage of the proposed procurement process will not commit SBCTA to a particular course of action beyond preliminary design and project development work, which will remain subject to the outcome of the environmental review processes and award of grant funding, nor will it preclude SBCTA from considering alternatives to the Project or determining not to proceed with the Project.

1.1 WORK PERFORMED THUS FAR

The PCM's recommendation with respect to the Project Approach considers several factors, including:

- Budget constraints
- Funding sources and timing
- Schedule of other projects that directly influence this Project (such as Metrolink SCORE program, Brightline West High Speed line connection as well capital improvements at the Rancho Cucamonga station)
- Schedule milestones and fixed completion deadline in support of the 2028 Olympic and Paralympic Games in Los Angeles
- Risk allocation, mitigation strategies and related contingencies
- Current economic conditions including inflation, fluctuation in commodity pricing, and contractor market interest and desirable competition

The Project Approach also accounts for the fact that, as of the date of this memorandum, design from the prior work on the Project is approximately equivalent to a 10-15% design, which is insufficient for SBCTA to proceed immediately with a fixed-price hard bid procurement utilizing traditional delivery methodologies.

To date, the following conceptual-level activities have been completed:

- Risk workshops and report for 12' diameter tunnel (needs to be updated for 24' diameter tunnel)
- Conceptual alignment study (needs to be updated for 24' diameter tunnel and eliminate intermediate egress shafts)
- Geotechnical desktop study
- Initial geotechnical investigation, including 5 borings
- Conceptual fire & life safety and ventilation study for 12' diameter tunnel (needs to be updated for 24' diameter tunnel and eliminate intermediate egress shafts)

- Station design charrettes with City of Rancho Cucamonga, City of Ontario and OIAA (needs to be updated and latest design and ROM estimate which identified underground stations as preferred option)
- Initial settlement evaluation study for 12' diameter tunnel (needs to be updated for 24' diameter tunnel)
- Initial right of way and easement needs memo
- Initial compilation of as-builts for existing structures and facilities along the alignment
- Initial development of base map to support the initial conceptual alignment (needs to be updated to support the recommended procurement strategy)
- Constructability assessment memo for 12' diameter tunnel (needs to be updated for 24' diameter tunnel)
- Technical Provisions for 12' diameter tunnel (needs to be updated for autonomous vehicle, 24' diameter tunnel)
- ROM estimate and schedules for alternative tunnel configurations
- Operational analysis report
- Safety concept report
- Concept of operations
- Safety & security management plan
- Systems engineering management plan

Changes to Project definition will require additional design effort and reassessment of the PCM's conceptual study, as noted in the bullets above. However, this new procurement offers SBCTA an opportunity to re-evaluate the Project's design requirements and performance targets to better align with cost and schedule goals.

1.2 SBCTA RESPONSIBILITIES INCLUDING MANAGEMENT OF EARLY WORKS

In parallel with the conceptual study effort, SBCTA awarded a separate contract in April 2022 for completion of the Project environmental document(s). The environmental process is expected to take up to 18 months; this timeline is important to consider as it relates to design development and procurement timelines. The current assumption is that SBCTA will be responsible for managing preconstruction work related to geotechnical investigations, right-of-way acquisitions, and potentially some early construction work activities to relocate conflicting utilities. For these activities, it is currently assumed that:

- **Geotechnical investigations** will be managed by SBCTA concurrently with the environmental phase to inform the environmental document(s) and provide prospective bidders with detailed information on anticipated ground conditions and environmental hazards (if encountered). SBCTA may determine to perform only a portion of the potential geotechnical investigation program upfront, following discussions with industry, if there is a preference for reserving some investigations to be performed at the direction of potential bidders during a later procurement phase.
 - **Recommended next steps:** As shown in the attached schedule (Attachment A, Item 2 Geotechnical), this activity can start following Board approval of amendments to the PCM

contract (scheduled for July 6th Board meeting). This activity would utilize existing committed State Transit Assistance (STA) funds.

- **Right-of-way acquisitions** (including temporary and permanent easements) will be managed by SBCTA. The conceptual level alignment study will identify several locations where permanent easements are required. The current alignment is being used to advance the environmental studies currently underway, and only limited deviations will be permitted during later procurement stages.
 - **Recommended next steps:** As shown on the attached schedule (Attachment A, Item 6 Progressive Design-Build), ROW acquisition can only commence after the environmental clearance decision has been received. Further, Board approval is required to proceed with right-of-way acquisitions. Staff's recommendation to proceed with right-of-way acquisition will take into account the outstanding the amount of grant funding awarded to the Project and remaining funding gap. Should there be insufficient grant funding awarded to the Project to proceed with right-of-way acquisition upon environmental approval, it will impact the Project schedule.
- **Utility relocations:** PCM has identified most of the utilities that will be required to be either relocated or protected. With the exception of the MWD upper feeder (158" reinforced concrete pipe) water line which will be protected, all other utilities can be relocated as part of early works. Engagement with utility owners (except MWD) is needed to advance the utility relocation design work or utility agreements, as applicable to each utility provider.
 - **Recommended next steps:** As shown on the attached schedule (Attachment A, Item 6 Progressive Design-Build), engagement with utility providers and engineering activities related to utility relocation can commence in mid-June 2022. It is recommended that SBCTA utilizes existing on-call consultant services contract, or PCM, to perform this work. Upon SBCTA authorization, consultant or PCM can start engaging with the engineering departments of various utility owners and proceed with development of utility relocation plans and prepare utility agreements as needed. These activities would utilize existing committed STA funds.
- **Impacts to UPRR structure:** The Project alignment crosses below UPRR's North Milliken Avenue Grade Separation (UPRR Bridge No. 525.44). UPRR requires detailed analysis and documentation (see Attachment B) to demonstrate that tunneling activities will not negatively impact railroad operations. UPRR's approval is a critical path activity—it is prudent for work to begin as soon as possible to mitigate the schedule risk associated with prolonged reviews by UPRR. This requires SBCTA approval to proceed with assessing Project impacts to UPRR's structure.
 - **Recommended next steps:** As shown on the attached schedule (Attachment A, Item 3 UPRR Engagement), obtaining UPRR approval is a critical path activity. UPRR has been formally informed about the Project and has provided SBCTA with their Design Review guidelines and estimated fee. It is recommended that SBCTA utilizes existing on-call consultant services contract, or PCM, to proceed with advancing the design for the section of the tunnel that passes underneath the UPRR structure and once ready submit the design to UPRR. If PCM contract is utilized, this work requires Board approval of

amendments to the PCM contract. The cost associated with such work will be allocated utilizing committed STA funds.

- **Impacts to Caltrans I-10 Highway:** The Project alignment crosses below the Caltrans I-10 highway, which is at-grade, and avoids direct impacts to the existing Milliken Avenue Overcrossing (Caltrans Bridge No. 54-039) by bypassing the bridge to the east. As part of the encroachment permit, Caltrans requires detailed design and specifications of the tunnel and an analysis to demonstrate that tunneling activities will not negatively impact the freeway operations and the existing bridge structure. Initial consultation with Caltrans has been made, which led to the current alignment concept that bypasses the existing bridge and the identification of a permitting pathway.
 - **Recommended next steps:** It is recommended that SBCTA utilizes existing on-call consultant services contract, or PCM, to proceed with advancing the design of the specific section of the tunnel that passes underneath Caltrans right of way and once ready submit the design to Caltrans. The cost associated with such work will be allocated utilizing committed STA funds.

1.3 OTHER SCHEDULE CONSIDERATIONS

From a schedule perspective, SBCTA has a clear delivery deadline. Along with Metrolink's SCORE program, the Project must be completed and operational in time for the 2028 Olympic and Paralympic Games in Los Angeles. In Project planning, SBCTA must allow for reasonable schedule contingency to ensure the Project is delivered to meet this critical deadline; this includes contingencies for preliminary engineering and environmental clearance, detailed design, construction, commissioning and testing, and handback to SBCTA/Omnitrans. To accomplish these goals, this analysis assumes a target date of commencement of revenue service in mid-2027. A schedule comparison of the procurement options presented herein is provided as Attachment A (refer to Item 6 Progressive Design-Build for recommended Project Approach).

2.0 DESIGN-BID-BUILD

2.1 OVERVIEW

Design-bid-build (DBB) is the traditional method of project delivery in which the owner procures separate contracts for the design and construction phases of the project. The owner's selected engineer is responsible for preparing final design plans, specifications and estimates (PS&E) to be used as the basis for awarding a construction contract. Bidding for a design-bid-build project may be open or may include a pre-selection process based on contractor qualifications. In most cases, a DBB contract is awarded to the lowest price bidder, and qualifications are not factored into the final scoring or selection.

In relation to the Project, a DBB model would require SBCTA to solicit a new engineering consulting agreement for development of the PS&E package. Refer to Attachment A (Item 4 Design-Bid-Build) for a program schedule of the DBB contracting option.

2.2 PROS AND CONS

Table 2-1. Pros and Cons of Design-Bid-Build Contract

PROS	CONS
Simple delineation of responsibility with separate design and construction contracts.	No opportunity to incorporate design alternatives and value engineering proposed by the contractor.
Owner can establish budget target based on detailed engineer's estimate.	Engineer's estimate may not accurately reflect real-time construction market conditions.
Project is well-defined prior to bidding. Design plans are permitted and ready for construction.	Owner likely to select lowest bidder instead of most qualified bidder or best overall value.
Procurement process is straight-forward; owner selects lowest price bid.	Lack of design-construction integration and coordination. Owner must manage two separate contracts.
Construction bid price is generally lower versus alternative delivery methods because contractor is pricing final design plans and risks have been identified/mitigated (e.g. utilities, geotechnical, stakeholder coordination).	Owner assumes all design risk.
Owner has more control of design decisions.	Design and construction phases do not overlap, which may lead to longer overall project schedule if delays arise.

PROS	CONS
	Project is susceptible to change orders, since contractor does not have opportunity to influence design decisions.
	Project duration is generally longer versus alternative delivery methods. A prequalification process would add further time to the project schedule.

2.3 APPLICABILITY TO PROJECT

The time needed to reach 100% design and to proceed with a design-bid-build model likely cannot meet the required outside timeframe for delivery of the Project. For this reason, traditional design-bid-build will not be discussed in further detail in this document and is not being considered for delivery of the Project.

2.4 REFERENCE PROJECTS

- Sound Transit Northgate Link Extension
 - Project Value: \$1.9 billion
 - FTA Funding: Y
 - PMOC: Y
- Sound Transit University Link Extension
 - Project Value: \$1.8 billion
 - FTA Funding: Y
 - PMOC: Y

3.0 DESIGN-BUILD

3.1 OVERVIEW

A design-build (DB) contract is an alternative to traditional design-bid-build project delivery, in which the engineering and construction contract are integrated under a single entity, often referred to as the “design-builder.” To facilitate this contract, the owner retains an engineer to develop preliminary engineering plans to be used as the basis for bidding by prospective design-builders. The preliminary plans are generally about 30% complete and are expected to provide sufficient detail for DB proposers to commit to a fixed price. The procurement may include separate request for qualifications (RFQ) and request for proposals (RFP) stages, or these stages may be combined. The selected contractor (design-builder) retains its own engineering team to complete the final design, and construct and commission the Project to the agreed fixed price. Refer to Attachment A (Item 5 Design-Build) for a program schedule of the DB contracting option.

3.2 PROS AND CONS

Table 3-1. Pros and Cons of Design-Build Contracts

PROS	CONS
Contractor assumes design, construction cost, and schedule risk, as well as certain other risks on a negotiated basis (e.g. permitting, certain site conditions).	Project is less well-defined as compared to design-bid-build. Contractor may take advantage of poorly defined design criteria and requirements, or add contingency to mitigate cost risk.
Opportunities to incorporate cost and/or schedule savings from design alternatives or value engineering by contractor.	Owner has less control of design decisions versus design-bid-build.
Portions of construction works (i.e. early works) may commence prior to completion of all final design plans, thereby providing opportunities to reduce overall project schedule.	More pressure on owner (and other stakeholders) / PCM to review design documents and construction submittals in a timely manner.
Incentivizes owner to select most qualified or best value rather than lowest cost bidder (e.g. scoring to factor technical competency and innovation).	Construction bid price is generally higher than design-bid-build since the contractor is assuming more delivery risk.
Integration of design and construction teams should result in fewer change orders versus design-bid-build delivery.	

3.3 APPLICABILITY TO PROJECT

Design-build is authorized for use by SBCTA pursuant to Public Contract Code § 22160 *et seq.* However, the Project design is not sufficiently advanced at this time to procure under a typical fixed-price design-build approach. Reaching the requisite level of design would take approximately seven to nine months, after which a design-build procurement could commence. This timeframe may be incompatible with the required Project schedule.

3.4 REFERENCE PROJECTS

- Los Angeles Metro Crenshaw Line Project
 - Project Value: \$2.1B
 - FTA Funding: Y
 - PMOC: Y
- Los Angeles Metro Regional Connector Project
 - Project Value: \$1.8B
 - FTA Funding: Y
 - PMOC: Y
- Los Angeles Metro Purple Line Extension Sections 2 and 3 Project
 - Project Value: \$2.5B and \$3.6B
 - FTA Funding: Y
 - PMOC: Y
- Washington State Department of Transportation SR 99 Bored Tunnel Project
 - Project Value: \$2.15B
 - FTA Funding: N
 - PMOC: N/A
- SBCTA I-10 Express Lanes Project
 - Project Value: \$930M
 - FTA Funding: N
 - PMOC: N/A
- SBCTA Mount Vernon Viaduct Project
 - Project Value: \$230M
 - FTA Funding: N
 - PMOC: N/A

4.0 PROGRESSIVE DESIGN-BUILD

4.1 OVERVIEW

Progressive design-build (PDB) is a variation of the more commonly used design-build contract, where the contractor is brought onto the project at an early stage of project development. The contractor is selected largely based on qualifications, since no binding price or schedule is provided with the contractor's proposal. The purpose of this early engagement is to foster a collaborative, problem solving environment between the contractor, engineer, and owner. On a PDB project, the contractor works with the owner and engineer to advance engineering plans that are not nearly as developed as a typical design-build contract, often only 10-15% complete. During the pre-construction phase, the contractor, engineer and owner collaborate to advance the design to suitable level of definition (30% to 60% complete), at which point the contractor will submit a guaranteed maximum price. The contractor will then work with their own engineering team to complete the final design, similar to a typical design-build contract.

Progressive design-build is often described as a "two phase" approach, whereby Phase 1 is the preconstruction phase, design development, and team collaboration to reach a guaranteed maximum price and Phase 2 is the contractor's final design, construction, and commissioning of the project. Generally, the owner is not required to proceed to Phase 2 if an acceptable guaranteed maximum price is not reached – often thought of as the "off ramp," – and would be permitted to utilize the design materials developed and paid for during Phase 1 in a subsequent design-build re-procurement of the project. Phase 2 work would require separate agreement between the contractor and owner. Refer to Attachment A (Item 6 Progressive Design-Build) for a program schedule of the PDB contracting option.

4.2 PROS AND CONS

Table 4-1. Pros and Cons of Progressive Design-Build Contracts

PROS	CONS
Collaborative environment where owner, engineer, and contractor work as a team.	Owner must enter into paid consulting agreement with one or more contractors for preconstruction phase.
Owner has transparency into contractor's cost during the preconstruction stage.	Owner must commit significant time and resources to preconstruction work prior to environmental approval.
Owner has "off-ramps" to end contract negotiations if price or commercial terms are unfavorable.	Use of progressive design-build model on transportation projects is relatively new and lacks track record. This is especially true for complex projects.

PROS	CONS
Contractor has more ability to influence design decisions and propose innovative techniques (e.g. tunnel size, vehicle technology), which could yield biggest cost and schedule savings versus other contracting types.	Pre-qualification process and need for owner to manage preconstruction phase likely yields less competition versus standard design-build contracts.
Owner has the opportunity to vet new technologies and/or innovative techniques proposed by the contractor.	Limited precedent for progressive design-build on FTA-regulated projects; advance coordination with FTA would be required in order to ensure procurement is compliant/acceptable under the FTA's Third Party Contracting Guidance Circular 4220.1F.
	Lack of clear SBCTA legal authority for "typical" progressive design-build, in which a single team is selected to progress the proposed project through Phase 1. Adaptations to procurement would be required to comply with Public Contract Code § 22160 <i>et seq.</i> (DB Law).

4.3 APPLICABILITY TO PROJECT

As noted in Section 1, the proposed Project Approach combines elements of a progressive design-build approach with traditional design-build, and therefore, is not a true progressive design-build in a definitional sense. However, given that SBCTA is at least seven months from reaching roughly 30% design, a progressive approach in the context of the DB Law is a viable path for meeting the Project schedule. The proposed approach will retain at least two design-builder teams through Phase 1, to both comply with the DB Law and to retain effective competition leading to selection of a single design-builder team to proceed to Phase 2.

4.4 REFERENCE PROJECTS

- Atlanta International Airport Plane Train Tunnel West Extension Project Phase 1
 - Project Value: \$160M (construction contract only)
 - FTA Funding: N
 - PMOC: N/A
- Santa Clara Valley Transportation Authority BART Phase II Extension Project
 - Project Value: \$6.9B
 - FTA Funding: Y
 - PMOC: Y
- Jacksonville Transportation Authority Bay Street Corridor Project, Phase 1
 - Project Value: \$44M
 - FTA Funding: N/A
 - PMOC: N/A
- Riverside County Transportation Commission SR 91 Corridor Improvement

- Project Value: \$3.3B
- FTA Funding: Y
- PMOC: N/A

5.0 CM/GC

5.1 OVERVIEW

A construction manager/general contractor (CM/GC) contract is similar to progressive design-build. This delivery method involves early contractor involvement (CM phase), in which the contractor acts a consultant to the owner during the advancement of design documents (30% to 60% complete) by the owner's engineer. As with progressive design-build, this approach allows for collaboration between the owner, engineer, and contractor prior to the submission of a firm price by the contractor. If the owner agrees to the contractor's price the CM contract is converted into a GC contract for construction of the project.

One major distinction between CM/GC and progressive design-build contracts is whether the owner retains the design responsibility (CM/GC) or assigns it to the contractor (progressive design-build). Refer to Attachment A (Item 7 CM/GC) for a program schedule of the CM/GC contracting option.

5.2 PROS AND CONS

Table 5-1. Pros and Cons of CM/GC Contracts

PROS	CONS
Collaborative environment where owner, engineer, and contractor work as a team.	Owner must enter into paid consulting agreement with one or more contractors for preconstruction phase.
Owner has transparency into contractor's cost during the preconstruction stage.	Owner must commit significant time and resources to preconstruction work prior to environmental approval.
Contractor has more ability to influence design decisions and propose innovative techniques (e.g. tunnel size, vehicle technology).	Pre-qualification process and need for owner to manage preconstruction phase likely yields less competition versus other contracting types.
Facilitates open discussions between owner and contractor about risk allocation and contingencies prior to establishing guaranteed maximum price.	In contrast to progressive design-build, owner is responsible for final design and therefore assumes this risk.
Owner has opportunity to vet new technologies and/or innovative techniques proposed by the contractor.	

5.3 APPLICABILITY TO PROJECT

In order for SBCTA to advance design to 30% using its own engineering firm, SBCTA would need to either (i) procure an engineering firm for such work; or (ii) amend its existing contract with the PCM to add design

work into its scope. Both these solutions are not time-effective – both running a competitive procurement and developing design to 30% will take additional time that is not within the Project schedule.

5.4 REFERENCE PROJECTS

- Dallas Area Rapid Transit Green Line 1
 - Project Value: \$1.8B
 - FTA Funding: Y
 - PMOC: N/A

6.0 DBOM

6.1 OVERVIEW

The design-build-operate-maintain (DBOM) delivery model is a variation of the design-build contract discussed in Section 3 and a type of public-private partnership (PPP or P3). In a DBOM contract, in addition to being responsible for the final design and construction of the project, the contractor (design-builder) is also responsible for operating and maintaining the completed facility for a stipulated concession period—often lasting 30 years or more. During the O&M period, the contractor is paid either through operational revenue (e.g. tolls) or, for a non-revenue generating facility, through availability payments based on the contractor's adherence to pre-determined performance metrics. Refer to Attachment A (Item 8 DBFOM/DBOM) for a program schedule of the DBOM contracting option.

6.2 PROS AND CONS

Table 6-1. Pros and Cons of DBOM Contracts

PROS	CONS
Contractor assumes design, construction cost, O&M, and schedule risk, as well as certain other risks on a negotiated basis (e.g. permitting, certain site conditions).	Project is less well-defined as compared to design-bid-build. Contractor may take advantage of poorly defined design criteria and requirements, or add contingency to mitigate cost risk.
Opportunities to incorporate cost and/or schedule savings from design alternatives or value engineering by contractor.	Owner has less control of design decisions versus design-bid-build.
Portions of construction works (i.e. early works) may commence prior to completion of all final design plans, thereby providing opportunities to reduce overall project schedule.	More pressure on owner (and other stakeholders) / PCM to review design documents and construction submittals in a timely manner.
Incentivizes owner to select most qualified or best value rather than lowest cost bidder (e.g. scoring to factor technical competency and innovation).	Construction bid price is generally higher than design-bid-build since the contractor is assuming more delivery risk.
Integration of design and construction teams should result in fewer change orders versus design-bid-build delivery.	Long-term operational and maintenance requirements need to be known at an early stage of the project. Greater uncertainty in O&M needs will lead to higher contractor contingency.
Single source of responsibility for all phases of the project lifecycle (excluding decommissioning).	There are limited contractors who are able to satisfy the O&M needs of a transit system using autonomous vehicles.

PROS	CONS
Contractor can price operational and maintenance costs upfront, thereby giving the owner a better understanding of long-term project cost.	SBCTA legal authority to undertake a typical DBOM is limited; see description in Section 6.3.

6.3 APPLICABILITY TO PROJECT

As discussed in Section 7.1.1, the DB Law does not permit long term operations. Therefore, SBCTA would need another statutory ‘hook’ to procure the Project using a DBOM model. Currently, California law does not provide the type of authority SBCTA needs to use a DBOM model. (*See the discussion under Section 7.1*). The DB Law does, however, permit “operations during a training or transition period.” See Public Contract Code Section 22164(a)(2). This training or transition period is proposed to be incorporated as an element of the progressive design-build delivery model described above.

6.4 REFERENCE PROJECTS

- Los Angeles Metro Link Union Station (Under Development)
- Sound Transit East Link Extension
 - Project Value: 4.0B
 - FTA Funding: Y
 - PMOC: N/A
- New Jersey Department of Transportation Hudson-Bergen Light Rail
 - Project Value: \$2.3B
 - FTA Funding: Y
 - PMOC: N/A
- Las Vegas Monorail
 - Project Value: \$650M
 - FTA Funding: N
 - PMOC: N

7.0 DBFOM

7.1 OVERVIEW

The design-build-finance-operate-maintain (DBFOM) delivery model is a full turnkey contract that utilizes private financing. Using this P3 approach, the owner is able allocate more risk to the contractor / financier consortium and potentially defer use public funds until later in the project lifecycle. Similar to DBOM, the contractor is paid through operational revenue or availability payments. Refer to Attachment A (Item 8 DBFOM/DBOM) for a program schedule of the DBFOM contracting option.

7.2 PROS AND CONS

Table 7-1. Pros and Cons of DBFOM Contracts

PROS	CONS
Contractor assumes design, construction cost, financing, O&M, and schedule risk, as well as certain other risks on a negotiated basis (e.g. permitting, certain site conditions).	Project is less well-defined as compared to design-bid-build. Contractor may take advantage of poorly defined design criteria and requirements, or add contingency to mitigate cost risk.
Opportunities to incorporate cost and/or schedule savings from design alternatives or value engineering by contractor.	Owner has less control of design decisions versus design-bid-build.
Portions of construction works (i.e. early works) may commence prior to completion of all final design plans, thereby providing opportunities to reduce overall project schedule.	More pressure on owner (and other stakeholders) / PCM to review design documents and construction submittals in a timely manner.
Incentivizes owner to select most qualified or best value rather than lowest cost bidder (e.g. scoring to factor technical competency and innovation).	Construction bid price is generally higher than design-bid-build since the contractor is assuming more delivery risk.
Integration of design and construction teams should result in fewer change orders versus design-bid-build delivery.	Long-term operational and maintenance requirements need to be known at an early stage of the project. Greater uncertainty in O&M needs will lead to higher contractor contingency.
Single source of responsibility for all phases of the project lifecycle.	There are limited contractors who are able to satisfy the O&M needs of a transit system using autonomous vehicles.
Contractor can price operational and maintenance costs upfront, thereby giving the owner a better understanding of long-term project cost.	Contractors unlikely to assume the project's financial risk under a "revenue risk" model (described below) and would instead look to SBCTA to secure a long-term

PROS	CONS
	source of funding to repay private financing, equity, and ongoing operations costs.
	SBCTA legal authority to undertake a DBFOM is limited; see description in Section 7.3.

7.3 APPLICABILITY TO PROJECT

California has not broadly embraced alternative project delivery methods, for example through a generally applicable P3 statute. While a number of innovative projects have been undertaken, public owners have done so by sometimes acting under inherent authority of a particular agency, and in other cases by using one of the state's limited regimes for proceeding with certain types of alternative project delivery approaches.

SBCTA does not have inherent authority under California law to undertake the Project through simply any form of P3 that it may elect in its discretion. Instead, it needs to consider statutes which may apply and which may individually or in combination provide the flexibility required to proceed with the Project through other than traditional (e.g. design-bid-build) means.

A combination approach might mean separate design-build and operations and maintenance elements, relying on different legal authorities, and paired with private finance for the Project, in order to meet the statutory restrictions under California law and market expectations regarding a P3 procurement.

The Infrastructure Finance Act (AB 2660), codified at Government Code § 5956, et seq. (the "IFA") provides authority for certain types of P3s for "fee-producing infrastructure facilities". SBCTA is entitled to act under the IFA since it applies to "governmental authorities". The IFA is therefore the most obviously available direct source of "P3" authority. The IFA authorizes governmental agencies to solicit proposals and enter into agreements with private entities for the "design, construction, or reconstruction", and "lease to," private entities for fee-producing infrastructure projects. The resulting lease arrangements can be long term, up to 35-years. However, the IFA contains one significant restriction related to funding. The IFA prohibits governmental authorities which are otherwise entitled to use the IFA to, "use the authority in this chapter to design, construct, finance, or operate a state project" for which purposes "State financed projects" qualify as state projects (where "financed" most clearly is read as "funded").

One prefatory note that is often forgotten in the P3 conversation – a DBFOM model demands the need for long-term source of repayment to capital costs (to repay private finance and equity) and/or O&M expenses. Therefore, the Project must provide identifiable source of funds – through a government pays or user pays (also known as 'revenue risk') model. In an availability payment model, the governmental entity provides a revenue stream to repay project costs. Under a revenue risk model, the developer accepts the risk of sufficient revenue to repay project costs. In turn, fewer public funds are needed to complete a project under this model. It is not presently anticipated that Project revenues will provide a significant source of funds for potential repayment of costs under a revenue risk model. At this time, given SBCTA's anticipated sources of funding for construction of the Project, and the challenges inherent

in identifying a long-term repayment source, we see little advantage to incorporating private financing under a DBFOM model for delivery of the Project.

7.4 REFERENCE PROJECTS

- Caltrans Southbay Expressway, San Diego
 - Project Value: \$658M
 - FTA Funding: N
 - PMOC: N/A
- Orange County Transportation Authority SR 91 Express Lanes
 - Project Value: \$135M
 - FTA Funding: N
 - PMOC: N
- Dulles Greenway
 - Project Value: \$350M
 - FTA Funding: N
 - PMOC: N
- Virginia Department of Transportation Elizabeth River Tunnels
 - Project Value: \$2.09B
 - FTA Funding: Y
 - PMOC: N/A

8.0 CONCLUSIONS

8.1 EVALUATION AND RECOMMENDATION

A relative comparison of the six contracting types considered is presented in Table 8-1.

Table 8-1. Relative Comparison of Contracting Types

	DBB	DB	PDB	CM/GC	DBOM	DBFOM
Schedule	↓	↔	↑	↓	↔	↔
Design Control	↑	↔	↑	↑	↔	↔
Early Cost Certainty	↓	↑	↑	↑	↑	↑
SBCTA Out-of-Pocket Cost for Design	↓	↑	↔	↓	↑	↔
Risk of Change Orders	↓	↔	↑	↑	↔	↔
Overall Cost	↔	↑	↑	↓	↑	↑
Compatibility with Funding Profile	↔	↔	↑	↑	↔	↓
Conclusion – Overall Project Applicability	↓	↔	↑	↓	↔	↓

Table 8-1 provides a qualitative assessment of schedule duration, level of design control, early cost certainty, costs for design phases, risk of contractor change orders, overall Project cost, and compatibility with anticipated funding sources. For each category and contracting type, these categories have been evaluated on a scale of high, medium or low. Based on the outcome of this scoring matrix, the delivery methods fall into the following three tiers of overall Project applicability:

- High (most favorable): progressive design-build (PDB)
- Medium (somewhat favorable): design-build (DB); design-build-operate-maintain (DBOM)

- Low (least favorable): design-bid-build (DBB); construction manager/general contractor (CM/GC); design-build-finance-operate-maintain (DBFOM)

Generally speaking, traditional design-bid-build delivery may produce a lower construction price for the Project. However, the schedule for design-bid-build contracts is typically longer than alternative delivery methods since the design and construction are contracted separately and cannot be performed as parallel activities. Design-bid-build contracts do not provide the opportunity for contractor input to propose design alternative or innovative ideas to reduce Project cost and schedule.

Due to the first-of-kind nature of the Project and the firm delivery deadline, some form of alternative delivery is favored over traditional design-bid-build delivery. As with standard fixed price design-build contracts (including DB, DBOM and DBFOM), CM/GC and progressive design-build offer the benefit of early contractor engagement that would enable SBCTA to have open discussions with multiple contractors about risk allocation and contingency, as well as transparent access to cost and schedule estimates (i.e. “open book basis”).

With respect to funding availability and timing, the P3 nature of a DBFOM contract has a clear advantage. A DBFOM model would offer SBCTA the flexibility to tailor the agreement to meet funding constraints as needed. However, at this stage it is uncertain if there is sufficient market interest to warrant pursuing the Project as a DBFOM contract.

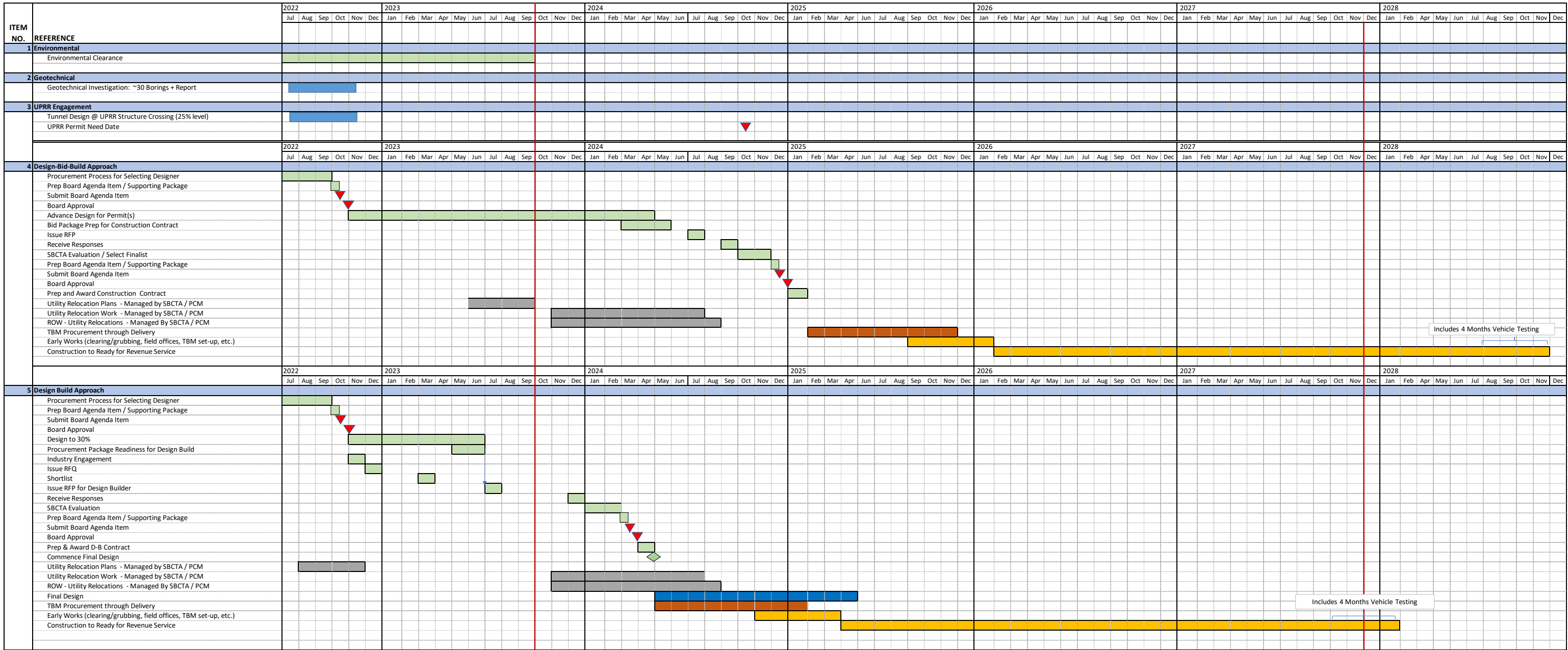
While typical design-build offers some opportunity for contractors to propose design alternatives, the two-stage approach of a CM/GC or progressive design-build contract allows SBCTA, the PCM, and selected contractors to collaborate as an integrated team during the preconstruction phase. This collaborative approach promotes innovative ideas to benefit the Project cost and schedule. Areas for potential Project innovation include tunnel sizing, TBM logistics and operations, and vehicle technology selection. Furthermore, progressive design-build offers flexibility to SBCTA in the form of off-ramps should contractor discussions not result in favorable pricing and/or commercial terms.

9.0 REFERENCES

1. Primer on Project Delivery, American Institute of Architects and American General Contractors of America (Jointly Published), 2011.
https://www.agc.org/sites/default/files/Files/Programs%20%26%20Industry%20Relations/AIA-AGC_Primer_on_Project_Delivery_2nd_Edition-FINAL.pdf.
2. Critical Comparison of Progressive Design-Build and Construction Manager/General Contractor Project Delivery Methods, Douglas Gransberg and Keith R. Molenaar, Transportation Research Record, Volume: 2673 issue: 1, page(s): 261-268. January 2019.
<https://journals.sagepub.com/doi/10.1177/0361198118822315>.
3. Owners Guide to Project Delivery Methods, Construction Management Association of America, 2012.
<https://www.cmaanet.org/sites/default/files/inline-files/owners-guide-to-project-delivery-methods.pdf>.

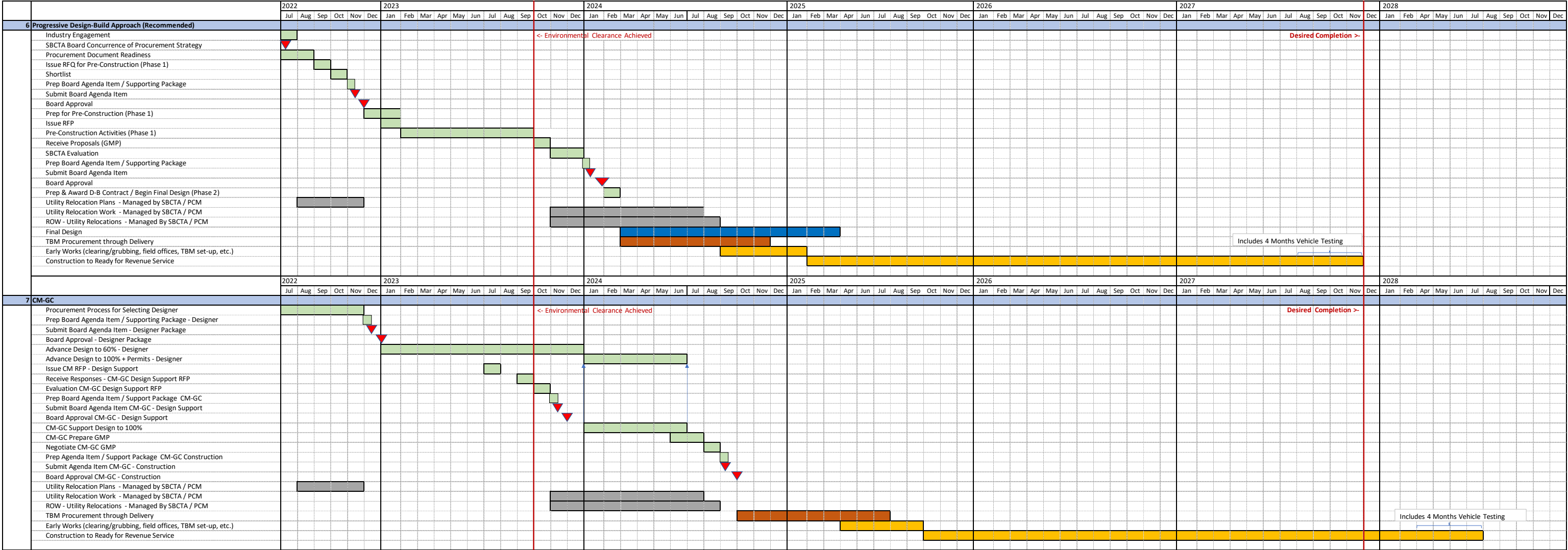
ATTACHMENT A – LEVEL 1 MANAGEMENT SCHEDULE COMPARISON

LEVEL 1 MANAGEMENT SCHEDULE COMPARISON

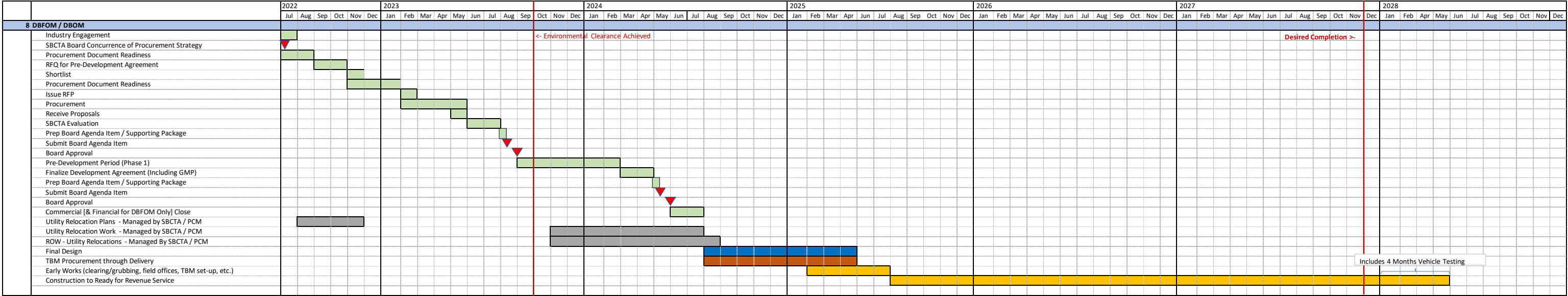




LEVEL 1 MANAGEMENT SCHEDULE COMPARISON



LEVEL 1 MANAGEMENT SCHEDULE COMPARISON



ATTACHMENT B – UPRR REQUIREMENTS

Public Projects – Plan Submittal Guidelines

Revised January 3, 2019

Plan Submittal Process:

Union Pacific requires plan submissions at the levels identified in the table below. Plans will progress through these milestones at Union Pacific's sole discretion. Please note that projects typically require multiple submissions at each milestone. Plans shall be mark with the appropriate level as requested by UPRR.

10% Plans - Based on survey and include detailed horizontal geometry per Public Project Checklist.

25% Plans - Plans include profiles, typical sections, phasing plans, cross sections and detailed quantity summary per Public Project Checklist. The agency shall submit a draft of their project specs for work off of UPRR ROW (UPRR specs will be used for all work on UPRR property). A site visit will be scheduled once the horizontal geometry, vertical geometry and phasing plans are at an acceptable level for the 25% site visit by UPRR.

30% Plans - Plans are updated to include 25% site review comments.

90% Plans - All UPRR significant comments have been incorporated into plans. Project specs and special conditions are finalized or nearly finalized. Site visit is scheduled (as needed).

100% Plans – Minor comments remain. Plans will be updated from 100% to "Issued for Construction" once final approval has been given by UPRR. Once UPRR has issued an approval of the plans, no further changes to the plans shall be made during design or construction unless revisions are submitted to UPRR for review and subsequently approved.

General Notes:

1. This document is subject to revisions at any time.
2. Allow 6-8 weeks for each plan review and ensure that your projects schedule accounts for all of the multiple submittals for each milestone based on the above table.
3. Public Project Checklist must be used and submitted with plans.
4. Plans must use UPRR line styles, and drawing symbology. A .Zip file is available (UPRR Standards.zip) with seed files, cell library, fonts, title blocks etc. Please contact your projects MIPP to obtain these files.
5. UPRR General Conditions and Specifications will be provided to the agency when the plans reach 25% or higher. UPRR requires these to be included in the projects bid package and used for all work on UPRR ROW. The provided specifications must be

Public Projects – Plan Submittal Guidelines

Revised January 3, 2019

used in their original format. Editing, merging or modifying UPRR Specifications is prohibited.

6. Required plans size is 11x17 at 1"=100 or 1"=200'.
7. For a full updated copy of the Union Pacific Track Standards, please contact:
 - i. Alex Nigro - 402-898-6435 - alex.nigro@taylorcommunications.com

Shoofly Plan Format

- Plan & Profile
 - Detailed Plan and profile sheets for each major phase.
 - Typically this involves 2 sets of plan & Profiles or more.
 - First is the construction of the shoofly and shift to the new track.
 - Second is the shift back to existing mainline.
- Phasing Plans (See Exhibit-A at for example plan)
 - Include a basic schematic of the track for each phase as well as a breakdown of the construction activities and who is doing each activity on complex projects (UPRR or Contractor).
 - Each construction step should be noted
 - Linework should show existing track, track shifts, removals and proposed track for that phase.

General Items to Include in Plans:

- Plans must incorporate UPRRs General Notes. A cad file is available with the notes for easy reference.
- Scale, North Arrow, Revision Block should be present on each sheet.
- The Title block should include - Subdivision, Milepost Limits, City, State, Project Description, Sheet Contents, Sheet Numbers shown on each sheet
- Quantity Summary Table shall be included. Template is available on the [UPRR website](#). See example below:

Public Projects – Plan Submittal Guidelines

Revised January 3, 2019

Quantity Summary Table - Work by Contractor			
Task/ Item Description	Quantity	Unit	Material Source
Clearing and Grubbing	9.2	Acre	Contractor
Hydro Seeding	5	Acre	Contractor
Excavation	23,052	CY	Contractor
Sub-Excavation (Unsuitable Material)	6,365	CY	Contractor
Replace Subexcavation with Approved Compacted Fill Material	6,365	CY	Contractor
Fabric - Geotextile - furnish & place	4,000	SY	Contractor
"B" Stone - furnish & place	800	CY	Contractor
Subballast - Furnish, Place and Compact	11,880	CY	Contractor
Hot Mix Asphalt - Furnish & place	75	Ton	Contractor
Storm Water Pollution Prevention and Erosion Control (SWPPP)	1	LS	Contractor
Traffic Control - Signs & Barricades	1	LS	Contractor
Grading - Earthen Bumper	1	EA	Contractor
24" CMP	45	LF	Contractor
Removal of 24" RCP	255	LF	Contractor
Walkway Ballast	36	CL	Contractor
Siding Track - 136# CWR ISHH, Wood ties	2683	TF	Contractor
Remove TO: #9	1	EA	Contractor
Remove Track	4359	TF	Contractor

Quantity Summary Table - Work by UPRR			
Task/ Item Description	Quantity	Unit	Material Source
Mainline Track - 136# CWR ISHH, Wood ties	3213	TF	UPRR
Siding Track - 136# CWR ISHH, Wood ties	254	TF	Contractor
Shift Siding Track - 50% Tie Replacement	318	TF	UPRR
Turnout - #9 HTTO 136# ISHH, Wood ties, SMSG FROG	6	EA	Contractor
Derail - 136# Hayes sliding w/ crowder	1	EA	Contractor
Transition Rail - 136# new to 136# worn	4	PR	UPRR
Transition Rail - 136# new to 141# worn	2	PR	UPRR
Concrete Crossing 136# (9W)	32	TF	UPRR
Remove Crossing (9W)	24	TF	UPRR
Remove TO: #7	1	EA	UPRR
Remove Track	251	TF	UPRR

Public Projects – Plan Submittal Guidelines

Revised January 3, 2019

Plan:

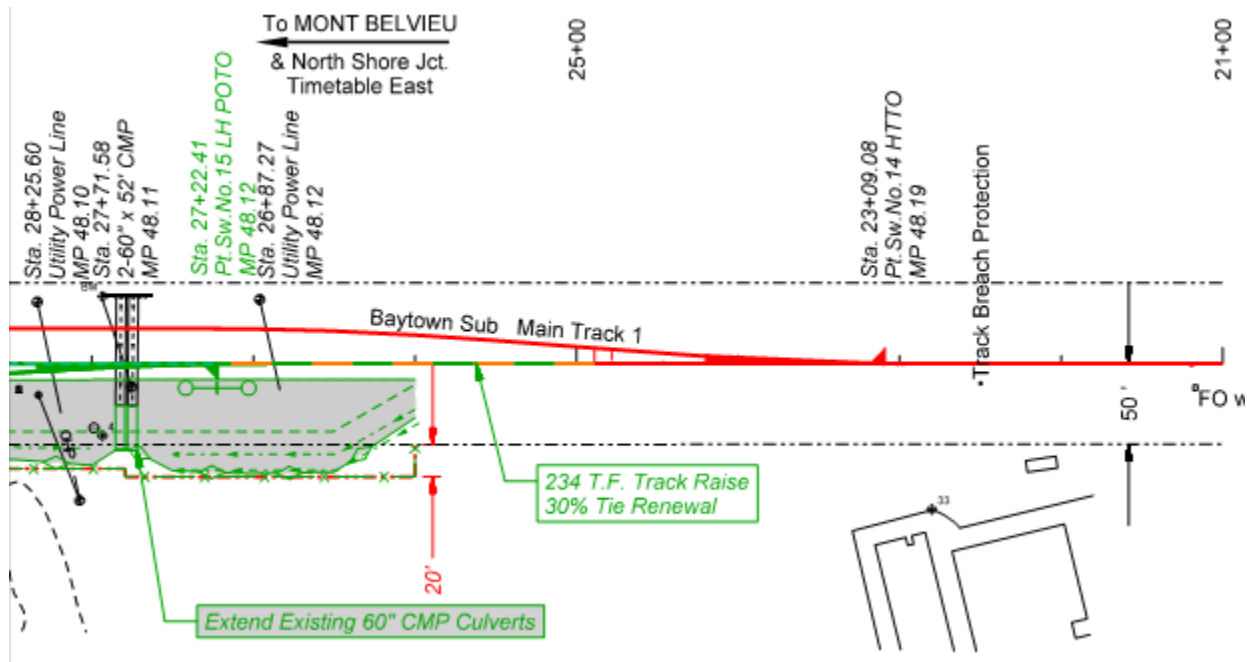
- Refer to the “UPRR Standards.zip” for linestyles, symbols, drawing symbology etc.
Plans need to be printed and submitted in color (No photocopies).
- The following labels must appear on the plan sheets, including but not limited to:
 - Track numbers
 - Time table direction and station
 - Stationing along main track
 - Named utilities
 - Right-of-Way dimensioned to Main Track 1
 - Mileposts
 - Rail weights& tie type
 - Track center dimensions
 - Horizontal clearances
 - Construction notes

Plan requirements continued on the following page...

Public Projects – Plan Submittal Guidelines

Revised January 3, 2019

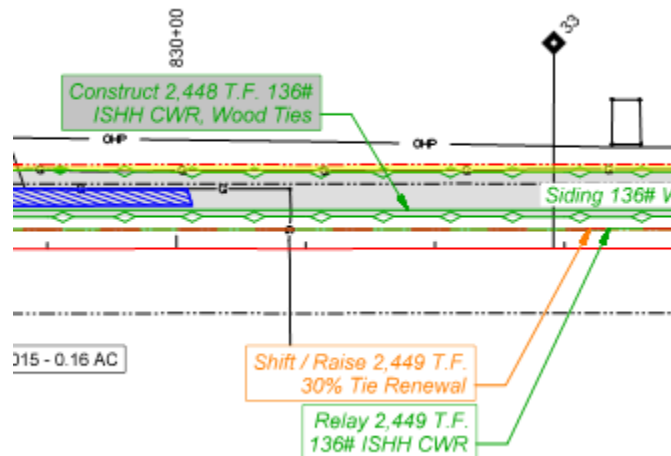
- Items that would impact the grading or track design should be located and labeled to include station, description and if directly track-related include MP. See example below.
 - Turnout: Sta. 137+87.22 No.15 RH POTO
MP 589.88
 - Culvert: Sta. 133+60.00 3-60"x80' SSP
MP 581.02
 - Crossing: Sta. 132+87.37 CL Private Crossing
24' Timber DOT# 596512V
MP 581.78
 - Bridge: Sta. 72+84.47 NBW TPGOD – 50'
MP 580.64
 - Utility Xing: Sta. 180+65 Underground Telephone
 - Alignment: Cardinal Point (PC, PT, PS,PSC, PCS, etc.), Station
 - Horizontal Curve Data (Degree of Curve, Curve Length Total Delta, Spiral length, Super-elevation, Design Speed)



Public Projects – Plan Submittal Guidelines

Revised January 3, 2019

- Construction Notes required for track plans. All track items require material, quantity, and By UPRR/Contractor. It is preferred that the note color correspond with the color of the element. Use a shaded construction note for Contractor work, unshaded box for UPRR work. See example below.
 - Construct Track: Construct 1,110 TF
136# ISHH CWR, Wood
By UPRR/Contractor
 - Install Turnout: Install No.15 LH POTO SPRG
136#, Wood, Switch Stand Inside, HST
By UPRR/Contractor
 - Install Crossing: Install 60' Concrete Crossing (10W)
By UPRR/Contractor
 - Remove Track: Remove 330 TF
By UPRR/Contractor
 - Shift: Shift 92 TF
50% Tie Renewal
By UPRR/Contractor

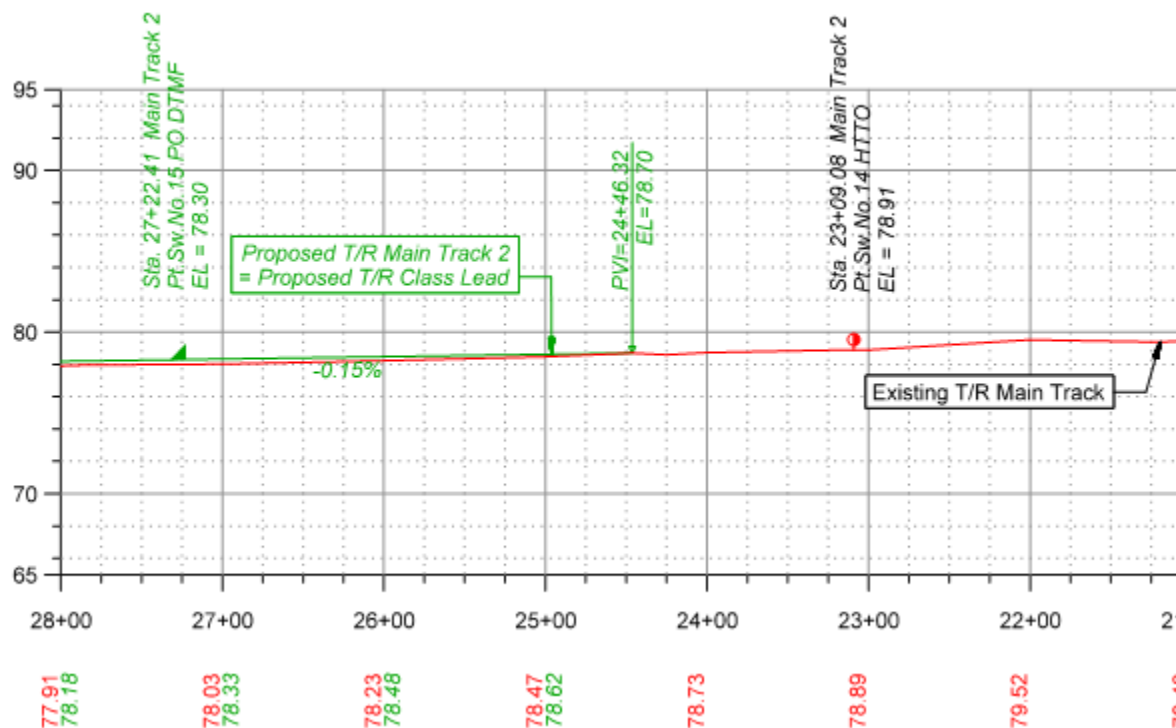


Public Projects – Plan Submittal Guidelines

Revised January 3, 2019

Profile:

- The following items and associated annotation are required to be shown in a top of rail profile:
 - Existing T/R (Red) – Elevation every 100', Label Track
 - Proposed T/R (Green) – Elevation every 100', Label Track
 - Proposed Vertical Curve Data – Crest/Sag, L=XXX', V/L=x.xx, PVI, PVC, PVT
 - Existing ground surface
 - Proposed ditch flowline (if applicable)
 - Turnouts & Derails (Point of Switch) – Symbol marking location, Station & Elevation
 - Bridge Backwalls – Station, T/R Elevation and MP
 - Culverts - Station, T/R Elevation and MP (at centerline)
 - Overhead & Underground Utilities - Station, T/R Elevation, utility elevation and MP (at centerline)
 - Road Crossings - Station, T/R Elevation and MP (at both edges of crossing)
- Existing Top of Rail should be shown and labeled 1000' on each side of structure or 200' past the end of the proposed project. – Whichever is greater.
- See Std Dwg 0016 – Vertical Curve Design for UPRR design criteria.

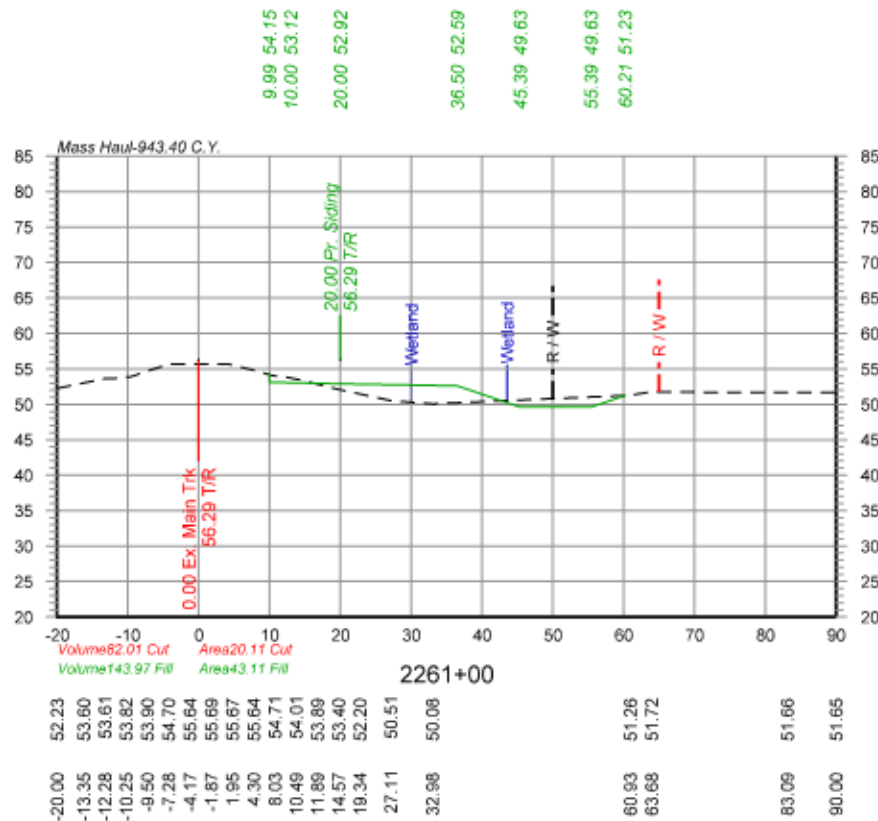


Public Projects – Plan Submittal Guidelines

Revised January 3, 2019

Cross Sections:

- Cross sections should show positive drainage and should represent the standard track section.
- Cross sections should be cut along the main track (0 or center of section is existing track) for the length of the proposed modified grading and 200' beyond in each direction.
- Items that need to be shown include (but not limited to):
 - Existing Ground Surface - Elevation and Offset at Break Points
 - Proposed Subgrade surface – Elevation and Offset at Break Points
 - Existing Track – Name, Offset, T/R Elevation
 - Proposed Track – Name, Offset, T/R Elevation
 - R/W – Feature Line, Offset
 - Utilities – Offset, Utility Elevation, T/R Elevation
 - Drainage structures (Culverts, Drains etc.) - Offset, Utility Elevation, T/R Elevation



Public Projects – Plan Submittal Guidelines

Revised January 3, 2019

Typical Sections:

- Typical Sections should detail the track section and generally show the intended work for the length of the project and should match sections in UPRR Std. drawings 0001, 0002, and 0003 except where deviations are completely necessary.
- See Std Dwg 0001, 0002, and 0003 for Standard Track Sections and UPRR Design Criteria.

Misc. Details (As needed):

- Grade Crossing Detail, Plan & Profile
- Drainage Details

ATTACHMENT B

23.a

Project Name/ Date:

Union Pacific Railroad - Public Projects Check Sheet

This check sheet must be filled out and included with all plan submittals. **Any requested exceptions must be submitted in a separate document with details regarding the necessity of the exemption requested.**

Yes/ No/NA	Description	Plans %	Comment
General			
	UPRR standard line styles & Symbols are used.	10%	
	Consultant has reviewed and acknowledged the Public Project Guidelines document.	10%	
	Scale, North Arrow are present on each sheet.	10%	
	Title block - Sub., MP Limits, City, State, Project Desc., Sheet Contents & Numbers shown on each sheet.	10%	
	Remove "Office of Assistant Vice President Engineering Design" from all title blocks & title sheet.	10%	
	Plans are based on survey Data. Datum is indicated on plans.	10%	
	Industries will remain connected during all phases.	10%	
	Submittal % and Date shown on plans. Note UPRR will determine plan % during plan review.	10%	
	Mainline stationing should coincide with VAL map stationing if available.	10%	
	Provide project schedule with each submittal.	10%	
	Provide electronic CAD design files with each submittal.	10%	
	UPRRs general notes are incorporated into plans. (available in .cel files found in UPRR Std. files)	25%	
	PUC requirements shown and noted in plans.	25%	
	Include Note: UPRR General Conditions and Specifications will be followed unless project specifications exceed and deviations are approved by UPRR Engineer.	25%	
	Note UPRR specifications will be used in their entirety, in their original format for all work on UPRR ROW. Any additional project specifications must be submitted for review.	25%	
	Submit Geotechnical report for UPRR review	25%	
	Plans include Quantity Summary table separated out by UPRR & Contractor. Template is available on the UPRR website	25%	
	25% site review is complete, plans are submitted with site review comments incorporated.	30%	
	Plans clearly indicate who is providing materials (UPRR or Contractor)	30%	
	Project Specifications submitted along with plans for review	90%	
	Plans incorporate all of UPRR comments.	90%	
Plan View			
	Ex. Tracks labeled with zts numbers and Prop. tracks with alpha-numeric names (EX: Track A, Track B)	10%	
	Each track must have its own plan and profile sheet	10%	
	Plan sheets shown and organized by phase	10%	
	Tangent distances meet requirements per STD DWG's 0018.	10%	
	Facing Point Turnout distances meet requirements per STD DWG's 0017.	10%	
	Degree of curve and stationing of PS, PSC, PCS & PT labeled on all curves.	10%	
	Horizontal curves are concentric.	10%	
	Superelevation and spirals calculated per UPRR STD DWG's 0021, 0023 & 0019 (1" Freight, 3" Pass.)	10%	
	Horizontal curve lengths are equal to or greater than 100'.	10%	
	Curve degree & length, superelevation, spiral length shown on plan view near each corresponding curve.	10%	
	Edge of crossing to point of switch is greater than 120' (300' preferred).	10%	
	Point of tangent to point of switch is 200' or greater per UPRR Std. DWG 0018.	10%	
	Point of Switch to Bridge Abut. must be 500' or if the bridge has a walkway and handrail 100'. (When diverging track does not cross bridge).	10%	
	Point of Switch to Bridge Abut. is equal to or greater than 300'. (When diverging track crosses bridge).	10%	
	Bridges need 100' of tangent track past outside edge of abutment.	10%	
	Turnouts and Derails are shown and labeled per "Public Projects Guidelines" document.	10%	
	HST(Hollow Steel Ties) called out on turnouts where required per STD DWG 0080	10%	
	Turn Out Applications have been verified per STD DWG 0080.	10%	
	20' track centers needed for crossovers per STD DWG 0080.	10%	
	Derail Applications & placement have been verified per STD DWG 2000.	10%	
	Utilities are shown and labeled (Underground and overhead). Impacts are identified on plans.	10%	
	Track centers are dimensioned - 20' required for new, future or re-aligned tracks. 15' min. for temp shoofly tracks.	10%	
	Bridges are designed for 20' track centers and future(s) track as required.	10%	
	Future track locations are shown on plans.	10%	
	UPRR ROW Ex. & Prop. shown and labeled. (Dimensioned from CL of Main Track 1)	10%	
	Road crossings shown and labeled per "Public Projects Guidelines" document.	10%	
	Drainage structures shown and labeled per "Public Projects Guidelines" document.	10%	
	Existing Signals, Signal Houses or other signal equipt. is shown and labeled.	10%	
	Timetable direction and Station is shown on side of project/ sheet.	10%	
	Proposed Rail section on mainlines with curves greater than 6 degrees must be 136# HH	10%	
	All plans with temporary shooflies need to include track geometry for final alignment	10%	
	Project meets current requirements for Temporary Clearance Envelope.(See Joint BNSF Railway and UPRR Guidelines)	10%	
	Signal pads shown. (if new signals our signal houses are required)	25%	
	Wetland Impacts identified and shown.	25%	
	Buildings or structures adjacent to any track work shown and labeled.	25%	
	Construction Notes including delineation of work shown per "Public Projects Guidelines" document.	25%	
	Turnout walkways and construction pads details included.	25%	
	Existing Rail weight & tie type labeled.	25%	
	Transition Rail/ tie locations are identified on plans and are not located in horizontal curves.	25%	
	Grading Cut/ fill lines shown on plans. (refer to Abbreviations & Legend sheet for style)	25%	
	Drainage flow paths with direction arrows shown. (refer to Abbreviations & Legend sheet for style)	25%	
	Proposed Signals, Signal Houses or other signal equipt. is shown and labeled.	30%	
	Grading Cut/ fill lines include turnout pad locations, walkways and signal/ signal cabin locations	90%	
	Grading plan may be required by UPRR based on project circumstances	90%	

Attachment: Exhibit A - SBCTA_ETT_Procurement Strategy_Report_5-26-22_Final (8751 : Tunnel to ONT - Procurement & Contract

ATTACHMENT B

23.a

Profile

Profiles shown above plan view for each track within the project.	25%	
Vertical curves and tangents must be 100' or greater per AREMA Chapter 5, Section 3.6	25%	
Existing Top of Rail shown 1000' on each side of structure or 200' past the end of the proposed project	25%	
Proposed and existing/shoofly top of rail Profile elevations displayed every 100'.	25%	
Road crossings shown and labeled per "Public Projects Guidelines" document.	25%	
Drainage structures shown and labeled per "Public Projects Guidelines" document.	25%	
Turnouts and Derails shown and labeled per "Public Projects Guidelines" document.	25%	
Turnouts and switchpoint Derails are outside vertical curves.	25%	
Utilities shown and labeled (Underground and overhead).	25%	
Vertical curve design (V/L) conforms to STD DWG 0016.	25%	
Retaining walls (When required and approved by UPRR) that parallel tracks are shown on the profile.	25%	
Point of Switch Elevations match on corresponding profiles.	25%	
Track raises for new underpasses are not acceptable.	25%	
Vertical grade changes within shifts/ tie ins must be minimized or eliminated.	25%	

Typical Sections

Typical Sections coincide with UPRR STD DWG 0001, 0002 and or 0003.	25%	
Shoofly, temporary and or final alignment sections shown.	25%	
Typical sections shown cover the entire project (Verify stationing)	25%	

Phasing

Track by track phasing schematic included with activity description notes.	25%	
Phasing narrative included with plans (See Guidelines document for Phasing plan example)	25%	

Cross Sections

Cross sections for all phases should typically reference existing mainline stationing.	25%	
Cross Sections of entire project and 200' past the end of project are shown.	25%	
Show UPRR ROW & any construction easements.	25%	
Top of Rail elevations match profile.	25%	
Impacting utilities are shown (Include special sections if needed).	25%	
Prop. and Ex. Top of Rail, Grade Breaks and Ditch Flowline elevations shown per "Public Projects Guidelines" document.	25%	
Ditch drainage has been verified & shown using flow arrows.	25%	
Special sections needed at roadways, drainage structures and other key points are shown.	90%	

Date: 7/30/2019

Attachment: Exhibit A - SBCTA_ETT_Procurement Strategy_Report_5-26-22_Final (8751 : Tunnel to ONT - Procurement & Contract

AMENDMENT NO. 1 TO CONTRACT 21-1002452

FOR

**PROJECT MANAGEMENT/CONSTRUCTION MANAGEMENT SERVICES FOR
EMERGING TECHNOLOGY TUNNEL TO ONTARIO INTERNATIONAL AIRPORT**

(HNTB CORPORATION)

This AMENDMENT No. 1 to Contract No. 21-1002452 (“Amendment”) is made by and between San Bernardino County Transportation Authority (“SBCTA”) and HNTB Corporation (“CONSULTANT”). SBCTA and CONSULTANT are each a “Party” and collectively are “Parties” herein.

RECITALS:

- A. SBCTA, under Contract No. 21-1002452, engaged CONSULTANT to provide project management/construction management services for the Emerging Technology Tunnel to Ontario International Airport Project (“Contract”); and
- B. SBCTA and CONSULTANT desire to amend the Contract to increase the number of borings included in the scope of work for Additional Geotechnical Investigations, as shown in Exhibit A.1, Scope of Work, attached hereto.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the Parties agree to amend Contract No. 21-1002452 as follows:

1. **ARTICLE 3.10 “COMPENSATION”** is deleted and replaced in its entirety to read as follows:

The total amount payable by SBCTA to CONSULTANT including the fixed fee shall not exceed \$28,206,498.00; the amount payable for work authorized under Notice to Proceed 1 shall not exceed \$10,341,180.00.
2. The Scope of Work for Contract No. 21-1002452 (Exhibit “A”) shall be amended to include the additional services described in Exhibit A.1 to this AMENDMENT No.1, which shall augment the original Scope of Work.
3. The Recitals set forth above are incorporated herein by this reference.
4. Except as amended by this AMENDMENT No. 1, all other provisions of Contract No. 21-1002452 shall remain in full force and effect.
5. This AMENDMENT No. 1 shall be effective upon execution by SBCTA.

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

HNTB CORPORATION

By: _____
 Kevin A. Haboian
 Senior Vice President
 Principle-In-Charge

Date: _____

**SAN BERNARDINO COUNTY
 TRANSPORTATION AUTHORITY**

By: _____
 Art Bishop
 President, Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
 Julianna K. Tillquist
 General Counsel

Date: _____

CONCURRENCE:

By: _____
 Shaneka M. Morris
 Procurement Manager

Exhibit A.1
SCOPE OF WORK (SOW)
Tunnel Connection to
Ontario International Airport

OVERVIEW

Additional Geotechnical Investigations

As part of the previous work conducted by the Consultant to develop a Conceptual Tunnel Study for Development of Infrastructure Developer Contract Technical Specifications, laboratory testing on representative soil samples from five (5) geotechnical borings were performed along the proposed tunnel alignment in order to identify “known unknowns” by initial characterization of 1) potential adverse ground conditions, and 2) ground conditions at critical existing and proposed structures.

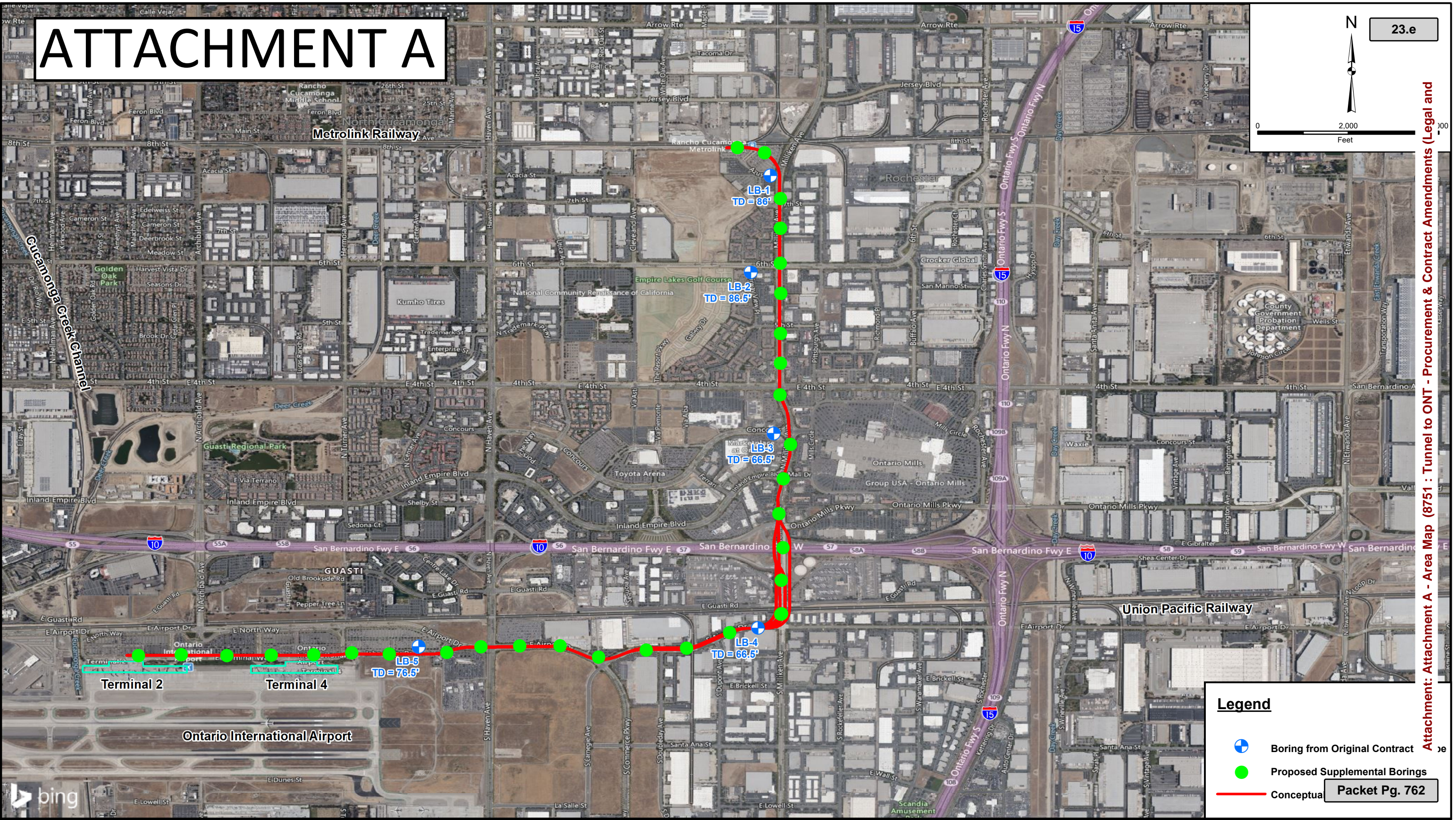
As subsurface conditions are a major risk for any underground construction, and may potentially lead to unforeseen conditions that are encountered during construction, leading to significant delays and claims, thirty (30) additional borings will be performed to further assess the geotechnical conditions of the site of the Project. These additional borings will supplement the five (5) borings performed as part of the original Contract scope. The supplemental borings will be drilled using a hollow stem auger and sampled using standard penetration test equipment for visual identification and laboratory classification testing. The goal of this supplemental investigation program is to provide greater confidence to Project proposers regarding the anticipated subsurface conditions within the influence zone of the proposed tunnel alignment and stations. Additional sampling and testing may be required if contaminated soil is encountered in any of the proposed borings. A preliminary map of the proposed supplement boring locations is provided as Attachment A. The exact locations of these borings are subject to change based on access, permitting, traffic control, etc. The anticipated spacing between borings is roughly 500 to 1,000 feet.

These additional borings will include, but not be limited to, the following activities:

- Collect geologic map and bore hole data within the Proposed Project corridor from publicly available sources, including SBCTA, ONT Airport, County of San Bernardino, City of Rancho Cucamonga, City of Ontario, Metrolink, MWD, Caltrans and UPRR.
- Prepare subsurface geotechnical profile and transverse sections at critical ancillary facilities along the corridor.
- Identify seismic design parameters for the Proposed Project corridor for use with California Building Code and Caltrans seismic design criteria.
- Identify potential subsurface risks for tunneling and station construction.
- Identify data gaps.
- Prepare technical memorandum summarizing geotechnical desktop study and next steps.

The proposed location of the additional borings are identified in the area map provided in Attachment A.

ATTACHMENT A



Attachment: Attachment A - Area Map (8751 : Tunnel to ONT - Procurement & Contract Amendments (Legal and

General Contract Information

Contract No: 21-1002451 Amendment No.: 3

Contract Class: Payable Department: Transit

Vendor No.: 01190 Vendor Name: Kaplan, Kirsh & Rockwell, LLP

Description: Legal and Program Management Services for the Tunnel Connection to the Ontario International Airport

List Any Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	100,000.00	Original Contingency		\$	-
Prior Amendments		\$	900,000.00	Prior Amendments		\$	-
Current Amendment		\$	900,000.00	Current Amendment		\$	-
Total/Revised Contract Value		\$	1,900,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	1,900,000.00

Contract Authorization

Board of Directors Date: 07/06/2022 Board Item # 8751

Contract Management (Internal Purposes Only)

Other Contracts _____ Sole Source? No Administrative Budget Adjustment _____

State/Local _____ Professional Services (Non-A&E) _____

Accounts Payable

Estimated Start Date: 06/25/2020 Expiration Date: 06/25/2025 Revised Expiration Date: _____

N/A N/A N/A

							Total Contract Funding:		Total Contingency:	
Fund Prog Task Sub-Task Object Revenue PA Level Revenue Code Name							\$	1,900,000.00	\$	-
GL: 1050	30	0315	0337	52200	42218001			950,000.00		-
GL: 1080	30	0315	0337	52200	43022000			950,000.00		-
GL:								-		-
GL:								-		-
GL:								-		-
GL:								-		-
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GL:								-		-
GL:								-		-
GL:								-		-

Victor Lopez

Victor Lopez

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes: Note PM change.

Attachment: CSS-Amendment No. 3 Contract No. 21-1002451 (8751 : Tunnel to ONT - Procurement & Contract Amendments (Legal and PCM))

AMENDMENT NO. 3 TO CONTRACT NO. 21-1002451
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
KAPLAN, KIRSCH & ROCKWELL, LLP
FOR
LEGAL ADVISEMENT SERVICES FOR PROCUREMENT OF TUNNEL BETWEEN
ONTARIO INTERNATIONAL AIRPORT AND SAN BERNARDINO METROLINK LINE

This Amendment No. 3 to Contract No. 21-1002451 is made by and between the San Bernardino County Transportation Authority ("SBCTA") and the firm of Kaplan, Kirsch & Rockwell, LLP ("ATTORNEY")

RECITALS

- A. SBCTA, under Contract No. 21-1002451, engaged ATTORNEY to provide legal services relating to procurement of a tunnel between Ontario International Airport and the San Bernardino Metrolink Line ("Contract"); and
- B. On October 1, 2020, SBCTA and ATTORNEY entered into Amendment No. 1 to increase the Contract not-to-exceed amount to \$950,000.00.
- C. On January 26, 2022, SBCTA and ATTORNEY entered into Amendment No. 2 to increase the Contract not-to-exceed amount to \$1,000,000.00.
- D. SBCTA and ATTORNEY desire to amend the Contract to add \$900,000.00 to the contract amount.

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

- 1. Article 3, Compensation, is amended as follows:

Section 3.1 is deleted in its entirety and replaced with:

“The total Not-To-Exceed Amount is One Million Nine Hundred Thousand Dollars (\$1,900,000) for Services to be provided under this Contract. SBCTA shall compensate ATTORNEY for Services performed pursuant to the rates set forth in Exhibit ‘B’, Attorneys’ Fees and Charges. The hourly rates identified in Exhibit ‘B’ shall remain fixed for the term of this Contract and include ATTORNEY’s direct labor costs, indirect costs, and profit. All costs and expenses shall be reimbursed for the amounts identified in Exhibit ‘B’. SBCTA will not reimburse for any expenses not shown in Exhibit ‘B’. It is unknown how said procurement may unfold; given those uncertainties and variabilities, ATTORNEY does not agree that it can complete the Services within the Not-To-Exceed Amount. However, if the total cost of the Services approaches the Not-To-Exceed figure, ATTORNEY will notify SBCTA so that SBCTA and ATTORNEY can prepare

a written amendment to this Agreement increasing the Not-To-Exceed Amount.”

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

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 below.

KAPLAN, KIRSCH & ROCKWELL, LLP

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Brent Butzin, Partner

By: _____
Art Bishop
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist, General Counsel

Date: _____

CONCURRENCE:

By: _____
Shaneka M. Morris, Procurement Manager

Date: _____

Minute Action

AGENDA ITEM: 24

Date: July 6, 2022

Subject:

Station Agreement Amendments for Fontana, Montclair, Ontario, Rialto and Upland

Recommendation:

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

A. Approve Amendment No. 1 to Cooperative Agreement No. 93-078 (Contract No. 22-1002788) for the Fontana Station Cooperative Agreement, to further clarify the roles and responsibilities of the San Bernardino County Transportation Authority (SBCTA) and the City of Fontana with respect to the provision and cost of insurance at the station. Receivable authority for Cooperative Agreement No. 93-078 will be established with the annual adoption of the SBCTA budget each year.

B. Approve Amendment No. 7 to Cooperative Agreement No. 91-065 (Contract No. 22-1002787) for the Montclair Transit Center Cooperative Agreement, to further clarify the roles and responsibilities of SBCTA and the City of Montclair with respect to the provision and cost of insurance at the station and lease administration services for the 1.6 acre development site, and authorize the Executive Director, or designee, to execute and record an easement in favor of the City of Montclair, on forms approved by SBCTA counsel, consistent with the provisions in Article XX. Receivable authority for Cooperative Agreement No. 91-065 will be established with the annual adoption of the SBCTA budget each year.

C. Approve Amendment No. 1 to Cooperative Agreement No. 93-062 (Contract No. 22-1002786) for the Ontario Station Cooperative Agreement to further clarify the roles and responsibilities of SBCTA and the City of Ontario with respect to the provision and cost of insurance at the station. Receivable authority for Cooperative Agreement No. 93-062 will be established with the annual adoption of the SBCTA budget each year.

D. Approve Amendment No. 6 to Cooperative Agreement No. 93-049 (Contract No. 00-1000147) for the Rialto Station Cooperative Agreement to further clarify the roles and responsibilities of SBCTA and the City of Rialto with respect to the provision and cost of insurance at the station. Receivable authority for Cooperative Agreement No. 93-049 will be established with the annual adoption of the SBCTA budget each year.

E. Approve Amendment No. 2 to Cooperative Agreement No. 93-051 (Contract No. 19-1002233) for the Upland Station Cooperative Agreement to further clarify the roles and responsibilities of SBCTA and the City of Upland, including the provision and cost of insurance at the station. Receivable authority for Cooperative Agreement 93-051 will be established with the annual adoption of the SBCTA budget each year.

Background:

Amendment of the five Station Cooperative Agreements is a continuation of the effort started by the San Bernardino County Transportation Authority (SBCTA) when the Board of Directors (Board) provided direction on June 2, 2021, to proceed with adding the core assets to SBCTA property insurance for Fiscal Year (FY) 2021/2022, and further directed staff to work with the

Entity: San Bernardino County Transportation Authority

host cities to update the station cooperative agreements to include a provision that the respective host city will reimburse SBCTA for 50% of the associated cost going forward.

The amendments identify which party is responsible for providing insurance for the various assets at the Station and what costs are shared. Under these amendments, SBCTA will obtain property insurance for the station platforms and the canopies (Core Station Assets). SBCTA will invoice each city the following fiscal year for 50% of the costs of the insurance for the Core Station Assets at their respective stations. Administrative receivable contracts have been established to collect reimbursements under each respective Cooperative Agreement where appropriate.

The amendments also correct some clerical errors that have persisted in the agreements and make updates to each agreement to bring the agreements more in line with the various station agreements throughout the county. These standardization updates include changing the distribution of proceeds from the sale of the non-operating property upon termination to be equal shares; requiring security be provided from thirty minutes before the arrival of the first train of the day till thirty minutes after the departure of the last train of the day; adding language requiring that each party carry insurance or self-insurance to cover liability, defense and indemnification obligations under the agreement; and where a city has a lease administration role at the station that the city first retains 3% of gross lease revenues to cover their administration costs, then the remainder of the lease revenue is applied towards the maintenance and security of the station before SBCTA finally receives an equal share of any revenue which exceeds the maintenance and security costs at the station.

Montclair Specific Amendment Provisions:

Amendment No. 7 to the Montclair Transit Center Cooperative Agreement No. 91-065 additionally addresses a request by the City of Montclair to introduce an access point from the development south of SBCTA's right-of-way to the Montclair Transit Center. The Village at Montclair is a development on the property immediately south of the Montclair Transit Center and the SBCTA right-of-way; the developer is dedicating public access easements to the City of Montclair to provide the public and the development an access point which will utilize the pedestrian underpass to provide increased pedestrian circulation to and from the Montclair Transit Center. Article XX describes the pedestrian easement for access between the pedestrian underpass and the development which SBCTA will grant to the City of Montclair. The easement will be subject to the requirement that the City of Montclair secure the access point in the off hours when security is not present. This will be achieved by the construction of a new gate, by the developer, at the property line separating the SBCTA right-of-way from the development, which the City of Montclair will operate. The easement will be an extension of the public access easements which the developer dedicates to the City of Montclair for public access on the property south of the right-of-way and will extinguish when the Cooperative Agreement is terminated, the public access easement on the developer property is extinguished, or the pedestrian underpass is permanently removed; whichever occurs earlier. The recommendation for the Montclair amendment includes providing the Executive Director authority to execute and record the easement described in Article XX.

Upland Specific Amendment Provisions:

Amendment No. 2 to the Upland Station Cooperative Agreement No. 93-051 additionally shifts the rail commuter parking reservation from applying to all parking to applying towards a quota San Bernardino County Transportation Authority

Board of Directors Agenda Item

July 6, 2022

Page 3

of 227 parking spaces, which is the number of parking spaces existing on the site today, to afford the City of Upland the flexibility to approve tenant improvements, which may include construction of additional parking spaces for the benefit of the station's tenants, without impairing the existing rail commuter parking supply.

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 9, 2022. SBCTA General Counsel and Risk Manager have reviewed this item and the draft amendments.

Responsible Staff:

Ryan Aschenbrenner, Right of Way Manager

Approved
Board of Directors
Date: July 6, 2022

Witnessed By:

General Contract Information

Contract No: 22-1002788 Amendment No.: 1Contract Class: Receivable Department: TransitCustomer ID: FONT CI Customer Name: CITY OF FONTANADescription: Fontana Station Cooperative AgreementList Any Accounts Payable Related Contract Nos.: C93078; RSSB003765

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

Contract Authorization

Board of Directors Date: 07/06/2022 Board Item # 8752

Contract Management (Internal Purposes Only)

Local Funding Agreement Annual Payments

Accounts Receivable

Total Contract Funding: \$ - Funding Agreement No: 22-1002788Beginning POP Date: 06/01/1993 Ending POP Date: 12/31/2039 Final Billing Date: 12/31/2039Expiration Date: 12/31/2039

Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:
GL:					-
GL:					-
GL:					-
GL:					-
GL:					-

Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:
GL:					-
GL:					-
GL:					-
GL:					-
GL:					-

Ryan Aschenbrenner

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes: SBCTA will invoice the City annually for 50% of the cost of insurance for the station platforms and canopies one (1) FY in the arrears.

Attachment: CSS Fontana (8752 : Station Agreement Amendments for Fontana, Montclair, Ontario, Rialto and Upland)

**AMENDMENT NO. 1 TO
COOPERATIVE AGREEMENT 93-078
BETWEEN THE
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
THE CITY OF FONTANA**

This Amendment No. 1 to Cooperative Agreement No. 93-078 is hereby made and entered into and effective this 6th day of July, 2022, by and between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA) and the CITY OF FONTANA (CITY) with regard to the management of jointly owned property at the Fontana Metrolink Station.

WHEREAS, under SANBAG Contract No. 93-078, dated June 1, 1993, SAN BERNARDINO ASSOCIATED GOVERNMENTS and the CITY entered into an agreement (Agreement), for the development, maintenance and security of a commuter rail station (Station) on the south side of Orange Way, between Sierra Avenue and Juniper Avenues; and

WHEREAS, on January 1, 2017, SBCTA became the successor agency to SANBAG pursuant to California Public Utilities Code Section 130800 et. seq., also known as the San Bernardino County Transportation Authority Consolidation Act of 2017; and

WHEREAS, SBCTA and CITY (collectively PARTIES and individually PARTY) desire to further amend the aforesaid Cooperative Agreement to clarify the responsibility of the PARTIES with respect to the insurance of assets under the Cooperative Agreement and the apportionment of costs for said insurance and update the distribution to the PARTIES upon termination.

NOW THEREFORE, the PARTIES hereto do mutually agree to amend the Cooperative Agreement as follows:

1. The recitals above are true and correct and are hereby incorporated herein by this reference.
2. Except as specifically amended by this Amendment No. 1, all other provisions of the Agreement, shall remain in full force and effect.
3. All references in the Agreement to SAN BERNARDINO ASSOCIATED GOVERNMENTS or SANBAG shall mean SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA).
4. Article I, Section 1.01.c "Operating Hours" DELETE each occurrence of "one (1) hour" and REPLACE them with "thirty (30) minutes".
5. Article V, Section 5.04 Reservation of Commuter Rail Parking DELETE the word "insure" and REPLACE it with "ensure".

6. Article V, Section 5.07 Station Security DELETE the word "insure" and REPLACE it with "ensure".

7. ADD Article V, Section 5.10 CITY Provided Insurance:

Section 5.10 CITY Provided Insurance. CITY shall obtain and maintain property insurance covering the Non-Operating Property. Such insurance must be in such types and amounts as are or should be reasonably and typically maintained from time to time by CITY for other property owned by CITY, provided that, in any event, CITY shall provide SBCTA with an endorsement naming SBCTA as an additional insured. In the event of any damage to the Non-Operating Property, CITY and SBCTA shall reasonably cooperate with each other in obtaining and using proceeds of such insurance to repair such damage. The CITY shall reimburse SBCTA for fifty percent (50%) of the cost of property insurance provided by SBCTA under Section 6.11 one fiscal year in the arrears.

8. ADD Article VI, Section 6.11 SBCTA Provided Insurance:

Section 6.11 SBCTA Provided Insurance. SBCTA shall obtain and maintain real property insurance covering the Station Platforms and the canopies in amounts as are or should be reasonably and typically maintained from time to time by SBCTA for other real and personal property owned by SBCTA, provided that SBCTA shall provide CITY with an endorsement naming CITY as an additional insured on all such policies. In the event of any damage to the Station Platforms or canopies, CITY and SBCTA shall reasonably cooperate with each other in obtaining and using the proceeds of such insurance to repair such damage. Each fiscal year SBCTA shall notify the CITY of the cost of insurance described in this Section 6.11 in the then current fiscal year no later than January 31st of each fiscal year and shall invoice the CITY for reimbursement of fifty percent (50%) of the cost of the insurance provided under this Section 6.11.

9. Article IX, Section 9.01 Distribution to Parties is DELETED in its entirety and REPLACED as follows:

Section 9.01 Distribution to Parties. All proceeds that may accrue to the PARTIES under this Agreement shall be distributed to the PARTIES hereto in equal shares, except for any parking fees which shall remain the sole property of the CITY as described in Section 5.05.

10. Article XI, Section 11.07 Indemnity is DELETED in its entirety and REPLACED as follows:

Section 11.07 Indemnity. Notwithstanding any other provision of the Agreement, each PARTY agrees to indemnify, defend and hold harmless the other PARTY and

their members and the officers, directors, council members, employees, agents, successors and assigns of them and their members (individually and collectively, “Indemnitees”), from and against all loss, liability, claims, demands, suits, liens, claims of liens, damages (including consequential damages), costs and expenses (including, without limitation, all fines, penalties, judgments, litigation expenses, and experts' and attorneys' fees), that are incurred by or asserted against them, whether the liability is alleged or fixed during the Term or thereafter, which arise out of or are connected in any manner with: (1) the acts or omissions of persons while on the Station Site (co-owners shall be jointly and severally liable), except to the extent another PARTY hereto would be liable for such acts of omissions under items (2), (3) or (4), below; (2) the acts and omissions of a PARTY or its officers, contractors, directors, affiliates, a PARTY's invitees or anyone directly or indirectly employed by a PARTY or providing service to a PARTY or for whose acts a PARTY is otherwise liable (collectively, “Personnel”) in connection with the property subject to a PARTY's maintenance and/or security activities, duties and obligations hereunder or arising from the presence upon or performance of activities by a PARTY or its Personnel under this Agreement; (3) bodily injury to or death of any person (including Indemnitees) or damage to or loss of use of property resulting from acts or omissions of a PARTY or its Personnel; or (4) non-performance or breach by a PARTY or its Personnel of any term or condition of this Agreement during the Term hereof. Each PARTY shall obtain and maintain during the time the Agreement, as amended, is in effect, adequate insurance or self-insurance to cover its liability, defense and indemnification obligations in order to protect itself and the other PARTY.

[Signatures on the following page.]

IN WITNESS WHEREOF, the authorized parties have signed below;

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Name: Art Bishop
Title: Board President

Date: _____

APPROVED AS TO FORM

By: _____
Julianna K. Tillquist
SBCTA General Counsel

Date: _____

**CITY OF FONTANA,
A MUNICIPAL CORPORATION**

By: _____
Name:
Title:

Date: _____

APPROVED AS TO FORM

By: _____
[CITY ATTORNEY]
City Attorney

Date: _____

General Contract Information

Contract No: 22-1002787 Amendment No.: 7Contract Class: Receivable Department: TransitCustomer ID: MONT CI Customer Name: CITY OF MONTCLAIRDescription: Montclair Station Cooperative AgreementList Any Accounts Payable Related Contract Nos.: C91065; RSSB003767

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

Contract Authorization

Board of Directors Date: 07/06/2022 Board Item # 8752

Contract Management (Internal Purposes Only)

Local Funding Agreement Annual Payments

Accounts Receivable

Total Contract Funding: \$ - Funding Agreement No: 22-1002787Beginning POP Date: 12/16/1991 Ending POP Date: 12/31/2039 Final Billing Date: 12/31/2039Expiration Date: 12/31/2039

Sub-						Sub-					
Fund	Prog	Task	Task	Revenue	Total Contract Funding:	Fund	Prog	Task	Task	Revenue	Total Contract Funding:
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-

Ryan Aschenbrenner

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes: SBCTA will invoice the City annually for 50% of the cost of insurance for the station platforms, pedestrian underpass and canopies located on the station platforms one (1) FY in the arrears. SBCTA is also entitled to 50% of lease revenues collected in excess of the cost for provision of security, maintenance and security at the Transit Center.

Attachment: CSS Montclair (8752 : Station Agreement Amendments for Fontana, Montclair, Ontario, Rialto and Upland)

**AMENDMENT NO. 7 TO
COOPERATIVE AGREEMENT 91-065
BETWEEN THE
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
THE CITY OF MONTCLAIR**

This Amendment No. 7 to Cooperative Agreement No. 91-065 is hereby made and entered into and effective this 6th day of July, 2022, by and between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA) and the CITY OF MONTCLAIR (CITY) with regard to the management of jointly owned property at the Montclair Transit Center.

WHEREAS, under SANBAG Contract No. 91-065, dated December 16, 1991, SAN BERNARDINO ASSOCIATED GOVERNMENTS (SANBAG) and the CITY OF MONTCLAIR REDEVELOPMENT AGENCY (RDA) entered into an agreement (Cooperative Agreement), pursuant to which the parties agreed to purchase and develop a transit center (hereafter, the “Transcenter”) upon that certain parcel of real property of approximately 22.147 acres located within the City of Montclair; and

WHEREAS, SANBAG and RDA amended the Cooperative Agreement by the first amendment of the Cooperative Agreement on April 7, 1993, to add Paragraph 4.07, Establishment of Day Care Facility on Transcenter Site; and

WHEREAS, SANBAG and RDA amended the Cooperative Agreement by the second amendment to the Cooperative Agreement (CITY Agreement No. 95-66) on December 6, 1995, to add the CITY as a party to the Cooperative Agreement to transfer certain property to the State of California pursuant to Paragraph 4.05, Exchange for State Properties, and to add new Section XIII, Maintenance and Reimbursement for Maintenance Costs; new Section XIV, Indemnification; and new Sections XV, XVI, and XVII; and

WHEREAS, SANBAG, CITY and RDA amended the Cooperative Agreement by the third amendment to the Cooperative Agreement (CITY Agreement No. 99-70) on August 17, 1999, to allow the RDA to be the lead agency in negotiating and administering agreements and leases for the development of the plus or minus 1.61 acre site within the Transcenter retained by SANBAG and RDA for development and establishes the rights of the parties in approving development of the site and execution of leases; and

WHEREAS, SANBAG, CITY and RDA amended the Cooperative Agreement, by the fourth amendment (CITY Agreement No. 02-103) on August 7, 2002, allowing the CITY to be reimbursed by SANBAG for construction management services with the construction of a second platform in an amount not to exceed \$62,500; and

WHEREAS, SANBAG, CITY and RDA amended the Cooperative Agreement by a fifth amendment (CITY Agreement No. 03-40) on April 2, 2003, to assign to CITY the maintenance responsibility of the northern platform extension, southern platform and landscape area; and

WHEREAS, SANBAG, CITY and RDA amended the Cooperative Agreement by the sixth amendment (CITY Agreement No. 07-26) on February 7, 2007, to clarify the management responsibility of jointly owned property, the reimbursement of the provision of security for a two-year period at the Transcenter, and the reimbursement of maintenance expenses for the first two years relating to the pedestrian undercrossing at the Montclair Metrolink Station; and

WHEREAS, on January 12, 2012, the CITY became the successor agency to the RDA pursuant to California Health and Safety Code Section 34173; and

WHEREAS, on January 1, 2017, SBCTA became the successor agency to SANBAG pursuant to California Public Utilities Code Section 130800 et. seq., also known as the San Bernardino County Transportation Authority Consolidation Act of 2017; and

WHEREAS, SBCTA and CITY (collectively PARTIES and individually PARTY) desire to further amend the aforesaid Cooperative Agreement to clarify the responsibility of the PARTIES with respect to the insurance of assets under the Cooperative Agreement and the apportionment of costs for said insurance.

NOW THEREFORE, the PARTIES hereto do mutually agree to amend the Cooperative Agreement as follows:

1. The recitals above are true and correct and are hereby incorporated herein by this reference.
2. Except as specifically amended by this Amendment No. 7, all other provisions of the Cooperative Agreement, as amended by Amendments Nos. 1 through 6 inclusive, shall remain in full force and effect.
3. All references in the Cooperative Agreement to SAN BERNARDINO ASSOCIATED GOVERNMENTS or SANBAG shall mean SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA). All references in the Cooperative Agreement to CITY OF MONTCLAIR REDEVELOPMENT AGENCY or RDA shall mean CITY OF MONTCLAIR (CITY).
4. Article IV, Section 4.06 Development of the 1.61 Acre Site, is DELETED in its entirety and REPLACED as follows:

Section 4.06 Development of the 1.61 Acre Site. CITY, at its cost, is authorized to act as the lead agency on behalf of the PARTIES hereto in negotiating, entering into and administering agreements and leases for the development of the 1.61 acre site (hereafter, the "SITE") shown as Area "A" on Exhibit "C" to Amendment No.

2. Such administration of leases includes, but is not limited to, screening and

selection of tenants and uses; entering into or amending any lease for use of the SITE; determining, collecting, depositing and disbursing rents, charges, fees, and/or deposits of any other amount payable or receivable with respect to the occupancy of the SITE; extending or terminating tenancies; commencing evictions, executing notices to vacate, and initiating judicial proceedings to effect such actions (collectively, the "Lease Administration Services"). CITY shall enter into leases and perform the Lease Administration Services in a reasonable and good faith manner. CITY, prior to amending a lease or entering into a new lease, shall provide SBCTA staff with a copy of each proposed amended or new lease and a written statement that CITY has negotiated terms of each amended or new lease in a reasonable and good faith manner. CITY may engage in any non-binding alternative dispute resolution arising from leases, provided CITY provides SBCTA notice of disputes and SBCTA has the option to participate in any such dispute resolution process. SBCTA shall be bound by any judgment entered into by a court of competent jurisdiction affecting the Non-Operating Property, to the extent necessary for CITY to comply with the judgment; provided, however, that CITY acknowledges and agrees that CITY is not released or relieved of or from any responsibility, obligation, liability or duty under or pursuant to this Agreement by SBCTA's agreement to be bound by such judgments, nor does SBCTA waive any rights or remedies provided hereunder or available pursuant to or at law or in equity. Lastly, notwithstanding anything to the contrary elsewhere in this Agreement, CITY may retain for its use 3% of all gross lease and other income producing agreement revenue from the SITE to pay the reasonable cost of CITY's Lease Administration Services. In addition, CITY shall retain that portion of gross lease and other income producing agreement revenue as reasonably determined necessary by CITY for CITY's provision of security and maintenance for the Transcenter as identified in Article XIII of this Agreement and any facility, grounds, and capital improvements thereon. Any income in excess of that which is required, as reasonably determined by CITY, for reasonable Lease Administration Services and as needed for Transcenter maintenance and security costs and facility, grounds, and/or capital improvements, shall be equally divided between the CITY and SBCTA. CITY shall provide SBCTA a semi-annual reconciliation of gross lease and other income producing agreement revenue, if any, CITY Lease Administration Services, and CITY's Transcenter maintenance, security and improvement-related expenses including facility, grounds, and/or capital improvements. Notwithstanding the provisions of this section, CITY and SBCTA agree that if SITE is developed as a parking field to accommodate extension of light rail service to, and light rail platform service at, the Transcenter, CITY and SBCTA mutually agree that public use of the SITE for public parking shall not be subject to the provisions of this Section.

5. ADD Article VI, Section 4.08 CITY Provided Insurance:

Section 4.08 CITY Provided Insurance. CITY shall obtain and maintain property insurance covering the Non-Operating Property shown as Area "A" on Exhibit "C". Such insurance must be in such types and amounts as are or should be reasonably and typically maintained from time to time by CITY for other property owned by

CITY, provided that, in any event, CITY shall provide SBCTA with an endorsement naming SBCTA as an additional insured. In the event of any damage to the Non-Operating Property, CITY and SBCTA shall reasonably cooperate with each other in obtaining and using proceeds of such insurance to repair such damage; provided, however, CITY may be self-insured up to the limits of its self-insured retention fund, and CITY shall have final say as to effecting repair of any damage to Non-Operating Property; provided, however, that in no case shall SBCTA be required to contribute any money toward said repair beyond insurance proceeds paid to SBCTA from such CITY obtained and maintained property insurance or self-insurance described in this Section 4.08. CITY shall annually reimburse SBCTA for fifty percent (50%) of the cost of property insurance provided by SBCTA under Section 5.06 one fiscal year in the arrears.

6. ADD Article V, Section 5.06 SBCTA Provided Insurance:

Section 5.06 SBCTA Provided Insurance. SBCTA shall obtain and maintain real property insurance covering the Station Platforms, the canopies within SBCTA right-of-way, and the Pedestrian Undercrossing in amounts as are or should be reasonably and typically maintained from time to time by SBCTA for other real and personal property owned by SBCTA, provided that SBCTA shall provide CITY with an endorsement naming CITY as an additional insured on all such policies. In the event of any damage to the Station Platforms or canopies, CITY and SBCTA shall reasonably cooperate with each other in obtaining and using the proceeds of such insurance to repair such damage. Each fiscal year SBCTA shall notify CITY of the cost of insurance described in this Section 5.06 in the then current fiscal year no later than January 31st of each fiscal year, and shall invoice CITY for reimbursement of fifty percent (50%) of the cost of the insurance provided under this Section 5.06.

7. Article IX, Section 8.01 Distribution to Parties is DELETED in its entirety and REPLACED as follows:

Section 8.01 Distribution to Parties. All proceeds that may accrue to the PARTIES under this Agreement shall be distributed to the PARTIES hereto in equal shares.

8. Article XIII, Paragraph 13.06 DELETE the instance of “fifteen (15)” and REPLACE with “thirty (30)”; DELETE the word “insuring” and REPLACE it with “ensuring”; DELETE the word “insure” and REPLACE it with “ensure”.

9. APPEND the following sentence to Article XIV, **INDEMNIFICATION**:

Each PARTY shall obtain and maintain, during the time this Agreement as amended is in effect, adequate insurance or self-insurance to cover its liability, defense and indemnification obligations in order to protect itself and the other PARTY.

10. Article XIX, **Pedestrian Undercrossing Maintenance**, DELETE the word “insure” and REPLACE it with “ensure”.

11. ADD Article XX, **Pedestrian Undercrossing Access Rights**:

For the term of this Agreement, SBCTA shall grant to CITY an access easement for pedestrian egress and ingress from Lot 107 of the College Heights Tract, recorded in Book 17 of Maps, Pages 77 and 78, records of San Bernardino County, California, subject to the provisions of this Article. This pedestrian access right is a continuation of adjoining public access easements dedicated to CITY on Tract Map No. 20273, which together provide access to the Pedestrian Undercrossing across the south line of SBCTA’s right of way. The easement to be granted will be open to the general public during the hours which CITY provides security at the Transcenter. Physical access across SBCTA’s south right of way line pursuant to the easement for pedestrian access must be secured against unauthorized access during the times which CITY does not provide security at the Transcenter. The easement will extinguish if the Pedestrian Undercrossing is permanently removed, the adjoining public access easements dedicated to CITY on Tract Map No. 20273 are extinguished, or this Agreement is terminated.

[Signatures on the following page.]

IN WITNESS WHEREOF, the authorized PARTIES have signed below;

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF MONTCLAIR

By: _____
Name: Art Bishop
Title: Board President

By: _____
Name: Javier John Dutrey
Title: Mayor

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

By: _____
Julianna K. Tillquist
SBCTA General Counsel

By: _____
Diane E. Robbins
City Attorney

Date: _____

Date: _____

General Contract Information

Contract No: 22-1002786 Amendment No.: 1Contract Class: Receivable Department: TransitCustomer ID: ONTA CI Customer Name: CITY OF ONTARIODescription: Ontario Station Cooperative AgreementList Any Accounts Payable Related Contract Nos.: C93062; RMAS012502

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

Contract Authorization

Board of Directors Date: 07/06/2022 Board Item # 8752

Contract Management (Internal Purposes Only)

Local Funding Agreement Annual Payments

Accounts Receivable

Total Contract Funding: \$ - Funding Agreement No: 22-1002786Beginning POP Date: 05/18/1993 Ending POP Date: 12/31/2039 Final Billing Date: 12/31/2039Expiration Date: 12/31/2039

Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:
GL:					-
GL:					-
GL:					-
GL:					-
GL:					-

Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:
GL:					-
GL:					-
GL:					-
GL:					-
GL:					-

Ryan Aschenbrenner

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes: SBCTA will invoice the City annually for 50% of the cost of insurance for the station platforms and canopies one (1) FY in the arrears.

Attachment: CSS Ontario (8752 : Station Agreement Amendments for Fontana, Montclair, Ontario, Rialto and Upland)

**AMENDMENT NO. 1 TO
COOPERATIVE AGREEMENT 93-062
BETWEEN THE
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
THE CITY OF ONTARIO**

This Amendment No. 1 to Cooperative Agreement No. 93-062 is hereby made and entered into and effective this 6th day of July, 2022, (Effective Date) by and between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA) and the CITY OF ONTARIO (CITY) with regard to the management of jointly owned property at the Ontario Metrolink Station.

WHEREAS, under SANBAG Contract No. 93-062, dated May 18, 1993, SAN BERNARDINO ASSOCIATED GOVERNMENTS and the CITY entered into an agreement (Cooperative Agreement) for the development, maintenance and security of a commuter rail station (Station) on the south side of Francis Street and Metroway; and

WHEREAS, on January 1, 2017, SBCTA became the successor agency to SANBAG pursuant to California Public Utilities Code Section 130800 et. seq., also known as the San Bernardino County Transportation Authority Consolidation Act of 2017; and

WHEREAS, SBCTA and CITY (collectively PARTIES and individually PARTY) desire to further amend the aforesaid Cooperative Agreement to clarify the responsibility of the PARTIES with respect to the insurance of assets under the Cooperative Agreement and the apportionment of costs for said insurance.

NOW THEREFORE, the PARTIES hereto do mutually agree to amend the Cooperative Agreement as follows:

1. The recitals above are true and correct and are hereby incorporated herein by this reference.
2. Except as specifically amended by this Amendment No. 1, all other provisions of the Cooperative Agreement, shall remain in full force and effect. From and after the date of this this Amendment No. 1, whenever the term “Agreement” appears in the Cooperative Agreement, it shall mean the Cooperative Agreement as amended by this Amendment No. 1.
3. All references in the Cooperative Agreement to “SAN BERNARDINO ASSOCIATED GOVERNMENTS” or “SANBAG” shall mean SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA).
4. In Article V, Section 5.04 (Reservation of Commuter Rail Parking) of the Cooperative Agreement, the word “insure” shall be deleted and replaced with “ensure”.

5. In Article V, Section 5.07 (Station Security) of the Cooperative Agreement, the word “insure” shall be deleted and replaced with “ensure”.
6. Article V, Section 5.10 (CITY Provided Insurance) shall be added to the Cooperative Agreement to read as follows:

“Section 5.10 CITY Provided Insurance. CITY shall obtain and maintain property insurance covering the Non-Operating Property. Such insurance must be in such types and amounts as are or should be reasonably and typically maintained from time to time by CITY for other property owned by CITY, provided that, in any event, CITY shall provide SBCTA with an endorsement naming SBCTA as an additional insured. In the event of any damage to the Non-Operating Property, CITY and SBCTA shall reasonably cooperate with each other in obtaining and using proceeds of such insurance to repair such damage. Notwithstanding anything to the contrary, CITY may self-insure for the requirements of this Section 5.10. CITY shall reimburse SBCTA for fifty percent (50%) of the cost of property insurance provided by SBCTA under Section 6.08 one fiscal year in the arrears.”

7. Article VI, Section 6.08 (SBCTA Provided Insurance) shall be added to the Cooperative Agreement to read as follows:

“Section 6.08 SBCTA Provided Insurance. SBCTA shall obtain and maintain real property insurance covering the Station Platforms and the canopies in amounts as are or should be reasonably and typically maintained from time to time by SBCTA for other real and personal property owned by SBCTA, provided that SBCTA shall provide CITY with an endorsement naming CITY as an additional insured on all such policies. In the event of any damage to the Station Platforms or canopies, CITY and SBCTA shall reasonably cooperate with each other in obtaining and using the proceeds of such insurance to repair such damage. Each fiscal year SBCTA shall notify the CITY of the cost of insurance described in this Section 6.08 in the then current fiscal year no later than January 31st of each fiscal year and shall invoice the CITY for reimbursement of fifty percent (50%) of the cost of the insurance provided under this Section 6.08.”

8. Article IX, Section 9.01 (Distribution to Parties) of the Cooperative Agreement shall be DELETED in its entirety and REPLACED to read as follows:

“Section 9.01 Distribution to Parties. All proceeds that may accrue to the PARTIES under this Agreement shall be distributed to the PARTIES hereto in equal shares, except for any parking fees, which shall remain the sole property of the CITY as described in Section 5.05.”

9. Article XI, Section 11.07 (Indemnity) of the Cooperative Agreement shall be DELETED in its entirety and REPLACED to read as follows:

“Section 11.07 Indemnity. Notwithstanding any other provision of the Agreement, each PARTY agrees to indemnify, defend and hold harmless the other PARTY and their members and the officers, directors, council members, employees, agents, successors and assigns of them and their members (individually and collectively, “Indemnitees”), from and against all loss, liability, legal or equitable claims, demands, suits, liens, claims of liens, damages (including consequential damages), costs and expenses (including, without limitation, all fines, penalties, judgments, litigation expenses, and experts' and attorneys' fees), that are incurred by or asserted against them, whether the liability is alleged or fixed during the Term or thereafter, which arise out of or are connected in any manner with: (1) the acts or omissions of persons while on the Station Site (co-owners shall be jointly and severally liable), except to the extent another PARTY hereto would be liable for such acts or omissions under items (2), (3) or (4), below; (2) the acts and omissions of a PARTY or its officers, contractors, directors, affiliates, a PARTY's invitees or anyone directly or indirectly employed by a party or providing service to a PARTY or for whose acts a PARTY is otherwise liable (collectively, “Personnel”) in connection with the property subject to PARTY's maintenance and/or security activities, duties and obligations hereunder or arising from the presence upon or performance of activities by a party or its Personnel under this Agreement; (3) bodily injury to or death of any person (including Indemnitees) or damage to or loss of use of property resulting from acts or omissions of a PARTY or its Personnel; or (4) non-performance or breach by a PARTY or its Personnel of any term or condition of this Agreement during the Term hereof. Each PARTY shall obtain and maintain during the time the Agreement, as amended, is in effect adequate insurance or self-insurance to cover its liability, defense and indemnification obligations in order to protect itself and the other PARTY.”

10. The PARTIES hereto stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.
11. The PARTIES hereto hereby agree that electronic signatures are acceptable and shall have the same force and effect as original wet signatures.

[Signatures on the following page.]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 and caused this Amendment No. 1 to become effective on the Effective Date first herein above written by their representative endorsements below.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Name: Art Bishop
Title: Board President

Date: _____

CITY OF ONTARIO

By: _____
Name: _____
Title: _____

Date: _____

APPROVED AS TO FORM

By: _____
Julianna K. Tillquist
SBCTA General Counsel

Date: _____

APPROVED AS TO FORM

By: _____
Ruben Duran
City Attorney

Date: _____

General Contract Information

Contract No: 22-1002800 Amendment No.: 6Contract Class: Receivable Department: TransitCustomer ID: RIAL CI Customer Name: CITY OF RIALTODescription: Rialto Station Cooperative AgreementList Any Accounts Payable Related Contract Nos.: C93-049; RSSB003623; 00-1000147

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

Contract Authorization

Board of Directors Date: 07/06/2022 Board Item # 8752

Contract Management (Internal Purposes Only)

Local Administrative Annual Payments

Accounts Receivable

Total Contract Funding: \$ - Funding Agreement No: 22-1002800Beginning POP Date: 02/16/1993 Ending POP Date: 12/31/2039 Final Billing Date: 12/31/2039Expiration Date: 12/31/2039

Sub-							Sub-						
Fund	Prog	Task	Task	Revenue	Total Contract Funding:		Fund	Prog	Task	Task	Revenue	Total Contract Funding:	
GL:					-		GL:					-	
GL:					-		GL:					-	
GL:					-		GL:					-	
GL:					-		GL:					-	
GL:					-		GL:					-	

Ryan Aschenbrenner

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes: SBCTA will invoice the City annually for 50% of the cost of insurance for the station platforms and canopies one (1) FY in the arrears. SBCTA IS also entitled to 50% of lease revenues collected in excess of the cost for provision of security, maintenance and security at the Station.

Attachment: CSS Rialto Receivable (8752 : Station Agreement Amendments for Fontana, Montclair, Ontario, Rialto and Upland)

Contract Summary Sheet

24.h

General Contract Information

Contract No: 00-1000147 Amendment No.: 6
 Contract Class: Payable Department: Transit
 Vendor No.: 01801 Vendor Name: CITY OF RIALTO
 Description: Rialto Station Cooperative Agreement
 List Any Related Contract Nos.: C93049; RSSB003622; 22-1002800

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

Contract Authorization

Board of Directors Date: 07/06/2022 Board Item # 8752

Contract Management (Internal Purposes Only)

Other Contracts Local Sole Source? N/A No Budget Adjustment Annual Payments
 Funding Agreement

Accounts Payable

Estimated Start Date: 02/16/1993 Expiration Date 12/31/2039 Revised Expiration Date: _____
 NHS: N/A QMP/QAP: N/A Prevailing Wage: N/A

						Total Contract Funding:		Total Contingency:	
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-

Ryan Aschenbrenner

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes: Contract Number approved under C93-049; Under receivable 22-1002800 SBCTA will invoice the City annually for 50% the cost of insurance for the station platforms and canopies one (1) FY in the arrears. SBCTA also entitled to 50% of lease revenues collected in excess of the cost for provision of security, maintenance and security at the Station.

Attachment: CSS - 00-1000147 Rialto (C93-049) (Payable) (8752 : Station Agreement Amendments for Fontana, Montclair, Ontario, Rialto and

**AMENDMENT NO. 6 TO
COOPERATIVE AGREEMENT 93-049
BETWEEN THE
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
THE CITY OF RIALTO**

This Amendment No. 6 to Cooperative Agreement No. 93-049 is hereby made and entered into and effective this 6th day of July, 2022, by and between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA) and the CITY OF RIALTO (CITY) with regard to the management of jointly owned property at the Rialto Metrolink Station.

WHEREAS, under SANBAG Contract No. 93-049, dated February 16, 1993, SAN BERNARDINO ASSOCIATED GOVERNMENTS (SANBAG) and the REDEVELOPMENT AGENCY OF THE CITY OF RIALTO (AGENCY) entered into an agreement (Cooperative Agreement), for the design, construction, maintenance and security of a commuter rail station (Station) south of Rialto Avenue at South Palm Way; and

WHEREAS, SANBAG and the AGENCY amended the Cooperative Agreement by Amendment No. 1 on April 6, 1994, to include funding for the purchase of an additional 0.93 acres of land for the expansion of parking and the construction of the historic station replica; and

WHEREAS, SANBAG and the AGENCY amended the Cooperative Agreement by Amendment No. 2 on July 26, 1994, to fund an additional year of security services in recognition of the AGENCY's contribution of local revenues toward the purchase of additional property and construction of the replica station; and

WHEREAS, SANBAG and the AGENCY amended the Cooperative Agreement by Amendment No. 3 on February 2, 2005, to fund the preparation of a project report and environmental documents for further expansion of parking at the Rialto Metrolink Station; and

WHEREAS, SANBAG and the AGENCY amended the Cooperative Agreement Amendment No. 4 on July 2, 2008, to extend the time of performance term of Amendment No. 3; and

WHEREAS, SBCTA and the CITY amended the Cooperative Agreement Amendment No. 5 on July 25, 2017, to clarify all references to SANBAG and the AGENCY in the Cooperative Agreement shall mean SBCTA and the CITY, respectively, and to add language for the administration of leases and distribution of lease revenues; and

WHEREAS, SANBAG and the CITY completed construction of the Rialto Metrolink Phase I Parking Lot Expansion and subsequently have recorded the parking lot in a tenancy in common ownership amongst SBCTA and the CITY as documented by Instrument 2018-0039279 recorded in Official Record of the County of San Bernardino, State of California; and

WHEREAS, SBCTA and the CITY completed construction of the Rialto Metrolink Phase II Parking Lot Expansion project and have recorded the parking lot in a tenancy in common ownership amongst SBCTA and the CITY as documented by Instrument 2020-0248144 recorded in Official Record of the County of San Bernardino, State of California; and

WHEREAS, SBCTA and CITY (collectively PARTIES and individually PARTY) desire to further amend the aforesaid Cooperative Agreement to clarify the responsibility of the PARTIES with respect to the insurance of assets under the Cooperative Agreement and the apportionment of costs for said insurance and update the distribution of lease revenues as well as the distribution of proceeds.

NOW THEREFORE, the PARTIES hereto do mutually agree to amend the Cooperative Agreement as follows:

1. The recitals above are true and correct and are hereby incorporated herein by this reference.
2. Except as specifically amended by this Amendment No. 6, all other provisions of the Cooperative Agreement, as amended by Amendments Nos. 1 through 5 inclusive, shall remain in full force and effect.
3. The PARTIES incorporate the following property into the Non-operating property of the Station site and subject said property to the terms of the Cooperative Agreement:

Parcel 1 of Parcel Map No. 3426, in the City of Rialto, County of San Bernardino, State of California, as per plat recorded in Book 30, Page 60, of Parcel Maps in Official Records of said County, also known to the PARTIES as the Rialto Metrolink Phase I Parking Lot Expansion and generally depicted as Phase 1 Project Location on Attachment A, attached to this Amendment No. 6 and incorporated herein.

That portion of Parcel 3 of Parcel Map No. 8173, in the City of Rialto, County of San Bernardino, State of California, as per plat recorded in Book 88, Page 67, of Parcel Maps in Official Records of said County, which lies westerly of a line that is parallel with and distant easterly 156.00 feet, measured at right angles, from the westerly line of said parcel, also known to the parties as the Rialto Metrolink Phase II Parking Lot Expansion and generally depicted as Phase 2 Project Location on Attachment A, attached to this Amendment No. 6.

4. ADD Section 1.01.h as follows

Section 1.01.h "Operating hours" shall refer to that time period commencing thirty (30) minutes prior to the arrival of the first morning train operated by SCRRA at the Station site, and ending thirty (30) minutes after the departure of the last evening SCRRA train from the Station site.

5. DELETE the word "insure" from Article V, Section 5.05 Reservation of Commuter Rail Parking and REPLACE it with "ensure".

6. DELETE the word "insure" from Article V, Section 5.08 Station Security and REPLACE it with "ensure".
7. Article V, Section 5.11 Administration of Leases, is DELETED in its entirety and REPLACED as follows:

Section 5.11 Administration of Leases. CITY, at its cost, is authorized to act as the landlord on behalf of the PARTIES hereto in negotiating, entering into and administering agreements and leases for non-operating property. Such administration of leases includes, but is not limited to: screening and selecting tenants and uses; entering into or amending any lease for use of non-operating property; determining, collecting, depositing and disbursing rents, charges, fees, and/or deposits of any other amount payable or receivable with respect to the occupancy of non-operating property; extending or terminating tenancies; commencing evictions, executing notices to vacate, and initiating judicial proceedings to effect such actions (collectively, the "Lease Administration Services"). CITY shall enter into leases and perform the Lease Administration Services in a reasonable and good faith manner. CITY shall provide SBCTA with written justification that CITY has performed in a reasonable and good faith manner for each proposed lease, prior to amending a lease or entering into a new lease. CITY shall provide SBCTA staff with a copy of all amended or new leases. CITY may engage in any non-binding alternative dispute resolution arising from leases, provided CITY provides SBCTA notice of disputes and SBCTA has the option to participate in any such dispute resolution process. SBCTA shall be bound by any judgment entered into by a court of competent jurisdiction affecting the Non-Operating Property, to the extent necessary for CITY to comply with the judgment; provided, however, that CITY acknowledges and agrees that CITY is not released or relieved of or from any responsibility, obligation, liability or duty under or pursuant to this Agreement by SBCTA's agreement to be bound by such judgments, nor does SBCTA waive any rights or remedies provided hereunder or available pursuant to or at law or in equity.

8. ADD Article V, Section 5.12 CITY Provided Property Insurance:

Section 5.12 CITY Provided Property Insurance. CITY shall obtain and maintain property insurance covering the Non-Operating Property. Such insurance must be in such types and amounts as are or should be reasonably and typically maintained from time to time by CITY for other property owned by CITY, provided that, in any event, CITY shall provide SBCTA with an endorsement naming SBCTA as an additional insured. In the event of any damage to the Non-Operating Property, CITY and SBCTA shall reasonably cooperate with each other in obtaining and using proceeds of such insurance to repair such damage. The CITY shall reimburse SBCTA for fifty percent (50%) of the cost of property insurance provided by SBCTA under Section 6.08 one fiscal year in the arrears.

9. ADD Article VI, Section 6.08 SBCTA Provided Property Insurance:

Section 6.08 SBCTA Provided Property Insurance. SBCTA shall obtain and maintain real property insurance covering the Station Platforms and the canopies in amounts as are or should be reasonably and typically maintained from time to time by SBCTA for other real and personal property owned by SBCTA, provided that SBCTA shall provide CITY with an endorsement naming CITY as an additional insured on all such policies. In the event of any damage to the Station Platforms or canopies, CITY and SBCTA shall reasonably cooperate with each other in obtaining and using the proceeds of such insurance to repair such damage. Each fiscal year SBCTA shall notify the CITY of the cost of insurance described in this Section 6.08 in the then current fiscal year no later than January 31st of each fiscal year and shall invoice the CITY for reimbursement of fifty percent (50%) of the cost of the insurance provided under this Section 6.08.

10. Article IX, Section 9.01 Distribution to Parties is DELETED in its entirety and REPLACED as follows:

Section 9.01 Distribution to Parties. All proceeds that may accrue to the PARTIES under this Agreement shall be distributed to the PARTIES hereto in equal shares, except for any parking fees, which shall remain the sole property of the CITY as described in Section 5.06.

11. Article IX, Section 9.02 Distribution of Lease Revenues is DELETED in its entirety and REPLACED as follows:

Section 9.02 Distribution of Lease Revenues. CITY shall retain 3% of all gross lease revenues as its property management fee for the Administration of Leases defined in Section 5.11. The 3% property management fee shall first be deducted from the gross lease revenues and CITY shall use the balance of the gross revenues remaining after deduction of the property management fee to reimburse the PARTIES for all expenses associated with the operations of the STATION and/or any leases pursuant to this Agreement, including but not limited to utilities, security and maintenance and property insurance described in Article V and Article VI. Any lease revenue generated in given fiscal year remaining after all reimbursements have been paid shall be distributed by CITY to the CITY and SBCTA in equal shares in the following fiscal year. If there is insufficient lease revenue in a given fiscal year after the CITY retains 3% of the gross lease revenue and has applied parking fees collected pursuant to Section 5.06 towards defraying the costs described in Section 5.06, to cover all reimbursable expenses from that year, then the outstanding reimbursable expenses shall be reimbursed in direct proportion of the revenue generated to the total reimbursable expense outstanding. For example if, in a given fiscal year, after the CITY has retained 3% of all gross lease revenues,

the remaining revenues are enough to cover only eighty percent (80%) of the total reimbursable expenses, then each PARTY shall be reimbursed eighty percent (80%) of the reimbursable expenses incurred in the same fiscal year.

12. ADD Article XI, Section 11.07, Paragraph E:

E. Each PARTY shall obtain and maintain, during the time this Agreement as amended is in effect, adequate insurance or self-insurance to cover its liability, defense, and indemnification obligations in order to protect itself and the other party.

13. Exhibit “F”, Rialto Station Site, depicting the Operating and Non-operating property associated with the commuter rail station, attached to Amendment Number No. 6 as Attachment 1, is incorporated by this reference.

[Signatures on the following page.]

IN WITNESS WHEREOF, the authorized parties have signed below;

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Name: Art Bishop
Title: Board President

Date: _____

CITY OF RIALTO

By: _____
Name: Marcus Fuller
Title: City Manager

Date: _____

ATTEST

By: _____
Name: Barbara A. McGee
Title: City Clerk

Date: _____

APPROVED AS TO FORM

By: _____
Julianna K. Tillquist
SBCTA General Counsel

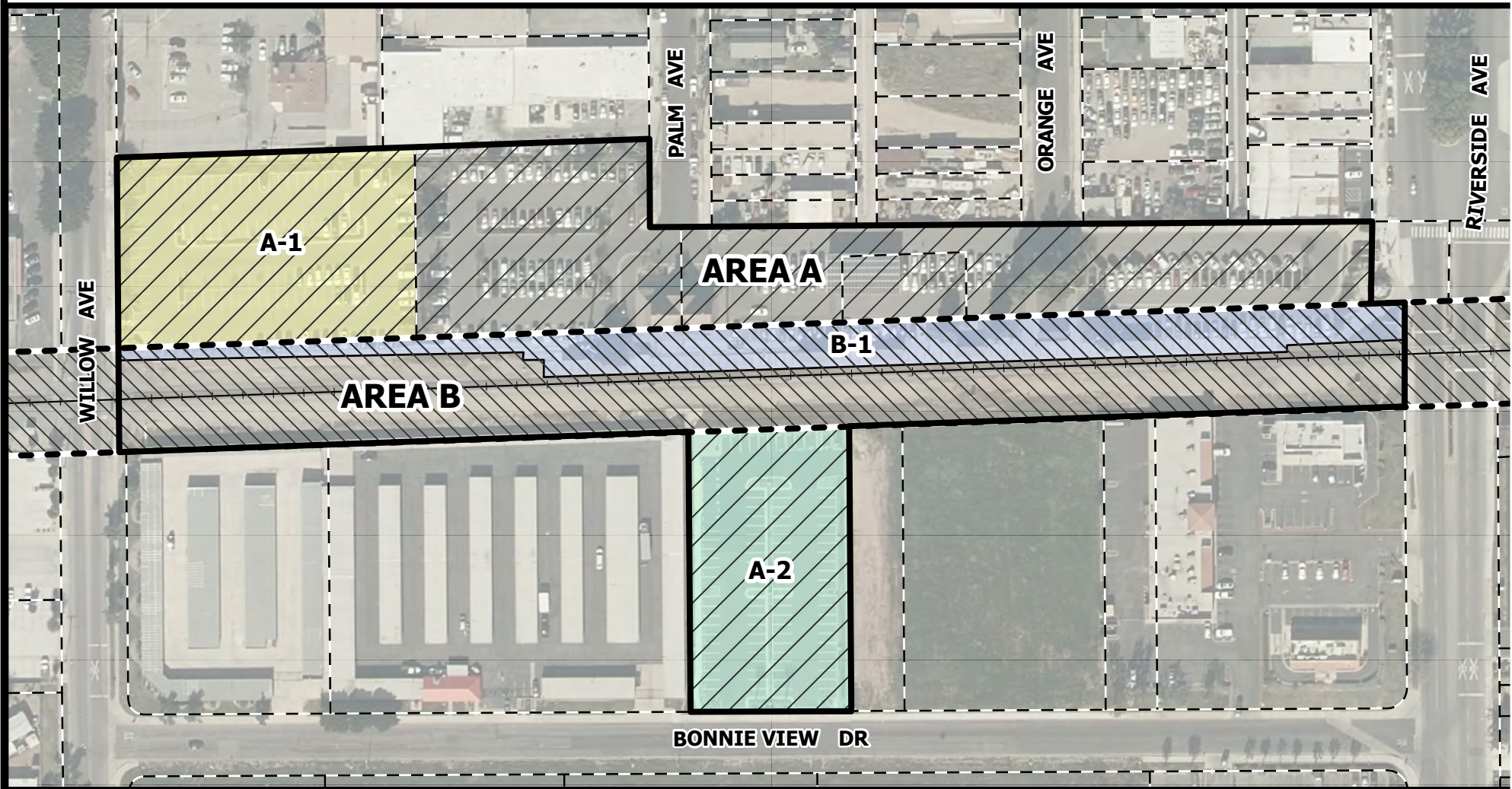
Date: _____

APPROVED AS TO FORM

By: _____
Eric S. Vail
City Attorney

Date: _____

EXHIBIT F - Rialto Station Site - Cooperative Agreement 93-049



LEGEND

- Commuter Rail Station
- SBCTA Right of Way
- Parcel Data
- Rail Road Tracks
- Area A Non-Operating Property

- Area A-1 Phase I Parking Lot Expansion
- Area A-2 Phase II Parking Lot Expansion
- Area B Operating Property
- Area B-1 Station Platform/Maintenance area within Operating Property

SBCTA Administrative Contract No. 00-1000147, 22-1002800



cta

San Bernardino County
Transportation Authority

0 55 110 220 Feet

General Contract Information

Contract No: 22-1002799 Amendment No.: 2Contract Class: Receivable Department: TransitCustomer ID: UPLA CI Customer Name: CITY OF UPLANDDescription: Upland Station Cooperative AgreementList Any Accounts Payable Related Contract Nos.: C93-051; RSSB003622; 19-1002233

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

Contract Authorization

Board of Directors Date: 07/06/2022 Board Item # 8752

Contract Management (Internal Purposes Only)

Local

Administrative

Annual Payments

Accounts Receivable

Total Contract Funding: \$ - Funding Agreement No: 22-1002799Beginning POP Date: 03/08/1993 Ending POP Date: 12/31/2039 Final Billing Date: 12/31/2039Expiration Date: 12/31/2039

Sub-						Sub-					
Fund	Prog	Task	Task	Revenue	Total Contract Funding:	Fund	Prog	Task	Task	Revenue	Total Contract Funding:
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-

Ryan Aschenbrenner

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes: SBCTA will invoice the City annually for 50% of the cost of insurance for the station platforms and canopies one (1) FY in the arrears. SBCTA is also entitled to 50% of lease revenues collected in excess of the cost for provision of security, maintenance and security at the Station.

Attachment: CSS Upland Receivable (8752 : Station Agreement Amendments for Fontana, Montclair, Ontario, Rialto and Upland)

General Contract Information

Contract No: 19-1002233 Amendment No.: 2

Contract Class: Payable Department: Transit

Vendor No.: 02268 Vendor Name: CITY OF UPLAND

Description: Upland Station Cooperative Agreement

List Any Related Contract Nos.: C93-051; RSSB003622; 22-1002799

Dollar Amount

Original Contract	\$	-	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	-	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	-

Contract Authorization

Board of Directors Date: 07/06/2022 Board Item # 8752

Contract Management (Internal Purposes Only)

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

Funding Agreement Annual Payments

Accounts Payable

Estimated Start Date: 03/08/1993 Expiration Date 12/31/2039 Revised Expiration Date:

NHS: N/A QMP/QAP: N/A Prevailing Wage: N/A

						Total Contract Funding:		Total Contingency:	
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Lev	Revenue Code Name	\$	\$
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-

Ryan Aschenbrenner

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes: Contract originally approved as C93-051; Under receivable 22-1002799 SBCTA will invoice the City annually for 50% of the cost of insurance for the station platforms and canopies one (1) FY in the arrears. SBCTA is also entitled to 50% of lease revenues collected in excess of the cost for provision of security, maintenance and security at the Station.

Attachment: CSS - 19-1002233 Upland (C93-051) (Payable) (8752 : Station Agreement Amendments for Fontana, Montclair, Ontario, Rialto and

**AMENDMENT NO. 2 TO
COOPERATIVE AGREEMENT 93-051
BETWEEN THE
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
THE CITY OF UPLAND**

This Amendment No. 2 to Cooperative Agreement No. 93-051 is hereby made and entered into and effective this 6th day of July, 2022, by and between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA) and the CITY OF UPLAND (CITY) with regard to the management of jointly owned property at the Upland Metrolink Station.

WHEREAS, under SANBAG Contract No. 93-051, dated March 8, 1993, SAN BERNARDINO ASSOCIATED GOVERNMENTS (SANBAG) and the CITY entered into an agreement (Cooperative Agreement) for the design, construction, maintenance, and security of a commuter rail station (Station) south of East A Street between 2nd Avenue and 6th Avenue; and

WHEREAS, SANBAG and the CITY amended the Cooperative Agreement by Amendment No. 1 on January 10, 2001, to specify and clarify certain responsibilities and obligations of the parties, including the provision of a mechanism for the CITY to provide lease administration services; and

WHEREAS, on January 1, 2017, SBCTA became the successor agency to SANBAG pursuant to California Public Utilities Code Section 130800 et. seq., also known as the San Bernardino County Transportation Authority Consolidation Act of 2017; and

WHEREAS, SBCTA and CITY (collectively PARTIES and individually PARTY) desire to further amend the aforesaid Cooperative Agreement to clarify the responsibility of the PARTIES with respect to the insurance of assets under the Cooperative Agreement and the apportionment of costs for said insurance.

NOW THEREFORE, the PARTIES hereto do mutually agree to amend the Cooperative Agreement as follows:

1. The recitals above are true and correct and are hereby incorporated herein by this reference.
2. Except as specifically amended by this Amendment No. 2, all other provisions of the Cooperative Agreement, as amended by Amendment No. 1, shall remain in full force and effect.
3. All references in the Cooperative Agreement to SAN BERNARDINO ASSOCIATED GOVERNMENTS or SANBAG shall mean SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA).

4. Section 1.01.h is ADDED as follows:

Section 1.01.h “Operating hours” shall mean the time period each day starting from thirty (30) minutes before the arrival of the first passenger train of the day operated by SCRRA and ending thirty (30) minutes after the departure of the last passenger train of the day operated by SCRRA.

5. Article V, Section 5.04 Reservation of Commuter Rail Parking is DELETED in its entirety and REPLACED as follows:

Section 5.04 Reservation of Commuter Rail Parking. CITY shall perform appropriate planning, zoning, and permit activities to ensure that not less than two hundred twenty-seven (227) parking spaces located upon the station site are reserved exclusively for rail commuters during Operating hours.

6. Article V, Section 5.07 Administration of Leases is DELETED in its entirety and REPLACED as follows:

Section 5.07 Administration of Leases. CITY shall administer all leases (existing and future) for use of the non-operating property. Such administration of leases shall include, but not be limited to: screening and selecting tenants; entering into or amending any lease for the use of the non-operating property; approving tenant modifications and/or improvements; determining, collecting, depositing and disbursing rents, charges, fees, and/or deposits of any other amount receivable with respect to the occupancy of the non-operating property; terminating tenancies; commencing evictions, executing notices to vacate, and initiating judicial proceedings to effect such actions (the “Lease Administration Services”). CITY shall carry out the Lease Administration Services in a good faith and reasonable manner. CITY shall provide SBCTA with justification for each proposed action prior to amending a lease, entering into a new lease, or approving tenant modifications or improvements. CITY shall provide SBCTA staff with a copy of all amended or new leases or plans for tenant modifications or improvements approved by CITY. Notwithstanding anything to the contrary, CITY shall not make any Lease Administration Services approval which would result in an encroachment upon the station platform areas, reduce the number of parking spaces reserved exclusively for rail commuters during operating hours below the requirement set forth in Section 5.04, or increase the average distance of said reserved parking spaces from the station platform areas, without prior approval from SBCTA’s Board of Directors.

7. ADD Article V, Section 5.09 CITY Provided Insurance:

Section 5.09 CITY Provided Insurance. CITY shall obtain and maintain property insurance covering the non-operating property. Such insurance must be in such types and amounts as are or should be reasonably and typically maintained from time to time by CITY for other property owned by CITY, provided that, in any event, CITY shall provide SBCTA with an endorsement naming SBCTA as an

additional insured. In the event of any damage to the non-operating property, CITY and SBCTA shall reasonably cooperate with each other in obtaining and using proceeds of such insurance to repair such damage. The CITY shall reimburse SBCTA for fifty percent (50%) of the cost of property insurance provided by SBCTA under Section 6.09 one fiscal year in the arrears.

8. ADD Article VI, Section 6.09 SBCTA Provided Insurance:

Section 6.09 SBCTA Provided Insurance. SBCTA shall obtain and maintain real property insurance covering the Station Platforms and the canopies in amounts as are or should be reasonably and typically maintained from time to time by SBCTA for other real and personal property owned by SBCTA, provided that SBCTA shall provide CITY with an endorsement naming CITY as an additional insured on all such policies. In the event of any damage to the Station Platforms or canopies, CITY and SBCTA shall reasonably cooperate with each other in obtaining and using the proceeds of such insurance to repair such damage. Each fiscal year SBCTA shall notify the CITY of the cost of insurance described in this Section 6.09 in the then current fiscal year no later than January 31st of each fiscal year and shall invoice the CITY for reimbursement of fifty percent (50%) of the cost of the insurance provided under this Section 6.09.

9. Article IX, Section 9.01 Distribution of Lease Revenue is DELETED in its entirety and REPLACED as follows:

Section 9.01 Distribution to Parties. All proceeds that may accrue to the PARTIES under this Agreement shall be distributed to the PARTIES hereto in equal shares, except for any parking fees, which shall remain the sole property of the CITY as described in Section 5.05.

10. ADD Article IX, Section 9.02 Distribution of Lease Revenues:

Section 9.02 Distribution of Lease Revenues. CITY shall retain 3% of all gross lease revenues as its property management fee for the Administration of Leases defined in Section 5.07. The 3% property management fee shall first be deducted from the gross lease revenues and the balance of the gross revenues shall be used to reimburse the PARTIES for all expenses associated with the operations of the STATION and/or any leases pursuant to this Agreement, including but not limited to utilities, security and maintenance and property insurance described in Article V and Article VI. Any lease revenue generated in given fiscal year remaining after all reimbursements have been paid shall be distributed to the CITY and SBCTA in equal shares in the following fiscal year. If there is insufficient lease revenue in a given fiscal year after the CITY retains 3% of the gross lease revenue and has applied parking fees collected pursuant to Section 5.05 towards defraying the costs

described in Section 5.05, to cover all reimbursable expenses from that year, then the outstanding reimbursable expenses shall be reimbursed in direct proportion of the revenue generated to the total reimbursable expense outstanding. For example, if in a given fiscal year, after the CITY has retained 3% of all gross lease revenues, the remaining revenues are enough to cover only eighty percent (80%) of the total reimbursable expenses then each PARTY shall be reimbursed eighty percent (80%) of the reimbursable expenses incurred in the same fiscal year.

11. Article XII, Section 12.02 Distribution on Termination: DELETE reference to “Section 8.01” and REPLACE with reference to “Section 9.01.”
12. First Amendment to Upland Metrolink Station Cooperative Agreement, Exhibit B Upland Metrolink Station Level of Security and Maintenance Service, Security: DELETE each instance of “fifteen minutes” and REPLACE each with “thirty (30) minutes.”

[Signatures on the following page.]

IN WITNESS WHEREOF, the authorized PARTIES have signed below;

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Name: Art Bishop
Title: Board President

Date: _____

APPROVED AS TO FORM

By: _____
Julianna K. Tillquist
SBCTA General Counsel

Date: _____

CITY OF UPLAND

By: _____
Name: Michael Blay
Title: City Manager

Date: _____

APPROVED AS TO FORM

By: _____
Stephen P. Deitsch
City Attorney

Date: _____

Minute Action

AGENDA ITEM: 25

Date: July 6, 2022

Subject:

Measure I 2022 Population Estimates

Recommendation:

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

Adopt the 2022 Population Estimates in Attachment B for use in the allocation of Measure I Local Street Projects Program and Transportation Development Act funds and in the apportionment of shares of certain State and Federal funds.

Background:

Allocation of revenue authorized by Ordinance No. 04-01 is estimated within the Transportation Expenditure Plan, but funds are allocated by percentage of the actual revenue received. Population estimates for the cities and unincorporated territory within each Measure I Subarea are used in the allocation of Measure I Local Street Projects Program funds, commonly referred to as local pass-through funds. The Valley distribution formula for local pass-through funds is based strictly upon population, while the Mountain/Desert formula contains both population and point of generation components as detailed below:

San Bernardino Valley Subarea Expenditure Plan, Section F “Local Street Projects” states:

“Allocations to local jurisdictions shall be on a per capita basis using the most recent State Department of Finance population estimates for January 1, with the County’s portion based upon unincorporated population in the Valley Subarea. Estimates of unincorporated population within the Valley Subarea shall be determined by the County Planning Department, reconciled with the State Department of Finance population estimate for January 1 of each year.”

Mountain/Desert Expenditure Plan, Section C “Local Street Projects” Paragraph 2 states:

“...funds in the general Local Street Projects category shall be allocated to local jurisdictions based upon population (50 percent) and tax generation (50 percent). Population calculations shall be based upon the most current State Department of Finance estimates for January 1 of each year. Estimates of unincorporated population within each subarea shall be determined by the County Planning Department, reconciled with the State Department of Finance population estimates. Tax generation calculations shall be based upon State Board of Equalization data.”

Additionally, San Bernardino County Transportation Authority (SBCTA) uses population as a factor in the allocation and/or apportionment of Transportation Development Act (TDA) funds (Local Transportation Fund and State Transit Assistance funds) and certain State and Federal funds (Surface Transportation Program, Congestion Mitigation and Air Quality, State Transportation Improvement Program, Local Partnership Program, Federal Transit Administration Section 5311 Rural Grants, Senate Bill 1 State of Good Repair, and Low Carbon Transit Operations Program).

The formulas are updated annually using the State Department of Finance (DOF) population estimates as of January 1 of each year. The DOF estimating process begins with a county estimate that is produced by using customary demographic data inputs (births, deaths, school enrollment, administrative data, etc.) and applying standard demographic methodology. Growth or decline at the local level (city/unincorporated area) is estimated using data collected from local jurisdictions, mainly housing unit change and annexations, and group quarters changes (college dorms, prisons, military barracks) collected from a variety of government Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

July 6, 2022

Page 2

agencies and educational segments. That local estimate is then aligned to the county-level figure which is based on changes in annual counts for births, deaths, school enrollment, migration, medical care enrollment data, and group quarters population. Once DOF has the data necessary to produce the annual sub-county report, the DOF timeframe for actually calculating and producing the estimates is very limited due to the timing of the data collection (as it becomes available) and the statutory deadline that they are under. It should be noted that this year, all population estimates were created using 2020 census counts, which differs from last year because the 2020 census block data had not been released for the County unincorporated areas. Additional information from the DOF website is included as Attachment A to this agenda item.

According to DOF, local agencies that have comments or feedback pertaining to a population estimate are encouraged to first contact their planning department, building department or community development department locally to express their concerns. The housing unit changes that drive population estimates locally come directly from a survey completed by local planning, building and community development departments. In the event that a number of housing units were not reported by the local jurisdiction, DOF can revise a previous year to include those units given the proper documentation. This may result in a higher population for a previous year but does not directly impact current year transportation funds to the jurisdiction for the current year.

The San Bernardino County Demographic Research Unit takes the DOF estimates and disaggregates the unincorporated population by Measure I Subarea based on building permit activity. Urban areas are defined by California Department of Transportation (Caltrans) Urban Area Boundaries within the unincorporated areas. Both are controlled to the DOF Unincorporated total.

The January 1, 2022 population estimates are recommended for approval and use in allocation of Measure I Local Street Projects Program funds and the other TDA, State, and Federal funds. Both the 2022 population estimates (Attachment B) and the 2021 population estimates (Attachment C) are attached to this agenda item for comparison purposes. As there are no major changes in the population statistics, there should be no significant shift in Measure I fund allocations related to population. The distribution of Measure I funds will be adjusted retroactively to January 1, 2022, to reflect each jurisdiction's relative proportion of population within the Measure I Subarea.

This item has no direct impact on the San Bernardino County Transportation Authority's budget. The adopted population estimates are incorporated into the allocation formula for distribution to local jurisdictions.

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 8, 2022.

Responsible Staff:

Michele Fogerson, Chief of Fund Administration

Approved
Board of Directors
Date: July 6, 2022

Witnessed By:

San Bernardino County Transportation Authority

Attachment A

Department of Finance Population Estimate Methodology

Source: State of California, Department of Finance, May 2, 2022:

[May 2022 Population Estimates Press Release \(ca.gov\)](https://www.dof.ca.gov/Press/2022/05/02/2022-Population-Estimates-Press-Release)

OVERVIEW

California's population dipped slightly by 117,552 residents last year, bringing the state's total to 39,185,605 people as of January 1, 2022, according to new population estimates and housing data released today by the California Department of Finance. The 0.3-percent decline represents a slowing compared to the 0.59-percent decline over the nine-month period between the April 2020 Census date and the year's end.

The population estimates are produced annually by the Department of Finance for use by local areas to calculate their annual apportionments limit. The State Controller's Office uses Finance's estimates to update their population figures for distribution of state subventions to cities and counties, and to comply with various state codes. Additionally, estimates are used for research and planning purposes by federal, state, and local agencies, the academic community, and the private sector.

These estimates reflect a state and county level revision of the preliminary January 1, 2021 estimates that were released in May 2021 and reflected a state population at 39,466,855 versus this year's revised estimate of 39,303,157; a downward revision of 163,698. The primary causes are the change to a new Census 2020 benchmark, and higher migration estimates during the COVID-19 pandemic.

Changes to the housing stock are used in the preparation of the annual city population estimates. Estimated occupancy of housing units and the number of persons per household further determine population levels. Changes in city housing stock result from new construction, demolitions, housing unit conversions, and annexations. The sub-county population estimates are then adjusted to be consistent with independently produced county estimates.

Comparing Census Bureau's recently released July 1, 2021 estimates with Finance's January 1, 2022 estimates should generally be avoided since they refer to different points in time. In addition, there are numerous differences between the two series including the effects of the wildfires, changes in migration patterns, accelerating slowdown in births, and excess deaths due to the COVID-19 pandemic that make comparisons difficult. All Finance population and housing estimates are benchmarked to a decennial census. The estimates in this report are benchmarked to the 2020 decennial census.

Related population reports are available on the Department's website:

<http://www.dof.ca.gov/Forecasting/Demographics/>

Contents

This report provides revised population estimates as of January 1, 2021, and provisional population estimates as of January 1, 2022, for the state, counties, and cities and includes a calculation of annual percent change. These population estimates incorporate 2020 Census counts.

Methodology

City and Unincorporated Area Estimates. The Housing Unit Method (HUM) is used to estimate total and occupied housing units, household size, household population, and group quarters population. American Community Survey (ACS) data were used to distribute 2020 Census housing units into our standard housing types (single detached units, single attached units, two to four units, five plus or apartment units, and mobile homes). Housing units are estimated by adding new construction and annexations and subtracting demolitions, and adjusting for units lost or gained by conversions. Annual housing unit change data are supplied by local jurisdictions and the U.S. Census Bureau. Occupied housing units are estimated by applying a derived civilian vacancy rate to the estimated civilian housing units. Vacancy rates are based on 2020 Census benchmark data, adjusted to incorporate the directional changes described by the latest available ACS data. Exact data on foreclosures or other housing market indicators are not reliably available to adjust vacancy rates and are not used.

Military occupied housing units are added to civilian occupied housing units to calculate total occupied housing units. Military surveys are used to track military changes including base realignments and closures. Household population estimates are derived by multiplying the number of occupied housing units by the current persons per household. The persons per household estimates are based on 2020 Census benchmark data and are adjusted by raking the current county population series into these estimates. The group quarters population is based on the Census Bureau's 2020 P.L.94-171 File counts on group quarters and annually adjusted using reported changes for group quarters by state, federal, and local agencies. The household and group quarters populations are summed to produce the initial city population estimates. These estimates are aligned to the county estimates described below.

State Estimate. The state population is estimated using the Driver License Address Change (DLAC) Method. This composite method separately estimates the population under age 18, 18 through 64, and 65 years and older. Administrative records such as births, deaths, driver license address changes, tax return data, Medicare and Medi-Cal enrollment, immigration reports, elementary school enrollments, and group quarters population are among the data used in this method. All data used to develop these estimates are in summary tables and do not reveal the identity of any individual.

County Estimates. Most of county populations estimates result from averaging the first three methods below. We use a Vital Statistics Method in nine counties (Alpine, Calaveras, Inyo, Mariposa, Modoc, Sierra, Siskiyou, Trinity, and Tuolumne) with populations 65,000 or less.

DLAC Method. A modified version of the state Driver License Address Change (DLAC) method is used for counties. County proportions of the state total result from changes in county population values for births, deaths, school enrollment, foreign and domestic migration, medical care and medical aid enrollments, and group quarters population.

Ratio-Correlation Method. This method models changes in household population as a function of changes in the distributions of school enrollments, labor force, and housing units. Estimates of county group quarters are added.

Tax Return Method. County proportions are derived by the U.S. Census Bureau using matched federal income tax returns to estimate inter-county migration along with vital statistics, group quarters, and other information for the population aged 65 and over.

Vital Statistics Method. County population estimates result from changes in county population values for births, deaths, and group quarters population.

Data Considerations

Sources. Data used in estimation models come from administrative records of several state and federal government departments and agencies, and from the local jurisdictions for which Finance produces population estimates. Because timeliness and coverage in these series vary, corrections, smoothing, and other adjustments may be applied. Changes to 2020 P.L. 94-171 data in the classification of student housing on or near campus was necessary to remain consistent with the census group quarters definition. In only a few instances, some student housing (residence hall and apartment units) counted as household population in the census was redefined as group quarters student housing population. College dorm group quarters population is defined as student population living in residence halls and apartment units located on or near college campuses.

Suggested Citation

State of California, Department of Finance, *E-1 Population Estimates for Cities, Counties and the State with Annual Percent Change — January 1, 2021 and 2022*. Sacramento, California, May 2022.

Contact Information

For questions on the E-1, contact Doug Kuczynski or John Boyne in the Demographic Research Unit at 916-323-4086 or e-mail at ficalpop@dof.ca.gov.

MEASURE I 2022 POPULATION SUMMARY
PREPARED BY SAN BERNARDINO COUNTY PLANNING

ATTACHMENT B

PLANNING REGION	(1) DOF/CO 2022	(2) ADJUSTMENT	2022 TOTAL	PERCENT OF SUBAREA	PERCENT OF COUNTY TOTAL	POP CHANGE FROM 2021	%SUBAREA CHANGE FROM 2021
WEST VALLEY							
CHINO	91,998		91,998	5.81%	4.205%	3,814	0.21%
CHINO HILLS	77,964		77,964	4.92%	3.564%	(4,697)	-0.32%
FONTANA	212,809		212,809	13.43%	9.728%	(1,135)	-0.13%
MONTCLAIR	37,846		37,846	2.39%	1.730%	(1,752)	-0.12%
ONTARIO	179,516		179,516	11.33%	8.206%	(2,488)	-0.21%
RANCHO CUCAMONGA	174,476		174,476	11.01%	7.975%	(655)	-0.09%
UPLAND	79,139		79,139	4.99%	3.618%	626	0.02%
UNINCORPORATED URBAN	40,340	(6)	40,340	2.55%	1.844%	(3,698)	-0.25%
UNINCORPORATED RURAL	2,175	(7)	2,175	0.14%	0.099%	354	0.02%
TOTAL WEST VALLEY			896,263	56.57%	40.969%	(9,631)	-0.87%
EAST VALLEY							
COLTON	53,617		53,617	3.38%	2.451%	(581)	-0.05%
GRAND TERRACE	13,042		13,042	0.82%	0.596%	643	0.04%
HIGHLAND	56,546		56,546	3.57%	2.585%	1,486	0.08%
LOMA LINDA	25,349		25,349	1.60%	1.159%	454	0.02%
REDLANDS	72,585		72,585	4.58%	3.318%	1,431	0.07%
RIALTO	103,954		103,954	6.56%	4.752%	1,387	0.06%
SAN BERNARDINO	220,840		220,840	13.94%	10.095%	4,549	0.22%
YUCAIPA	54,494		54,494	3.44%	2.491%	(1,140)	-0.09%
UNINCORPORATED URBAN	80,330	(6)	80,330	5.07%	3.672%	2,456	0.13%
UNINCORPORATED RURAL	7,460	(7)	7,460	0.47%	0.341%	6,301	0.40%
TOTAL EAST VALLEY			688,217	43.43%	31.459%	16,986	0.87%
TOTAL VALLEY			1,584,480	100.00%	72.428%	7,355	-0.05%
MOUNTAINS							
BIG BEAR LAKE	5,041		5,041	9.90%	0.230%	(148)	-0.24%
UNINCORPORATED URBAN	36,522	(6) (3)	36,522	71.76%	1.669%	(369)	-0.39%
UNINCORPORATED RURAL	9,334	(7) (3)	9,334	18.34%	0.427%	281	0.63%
TOTAL MOUNTAINS			50,897	100.00%	2.327%	(236)	-0.02%
NORTH DESERT							
BARSTOW	25,202		25,202	45.35%	1.152%	997	3.85%
UNINCORPORATED URBAN	22,204	(6)	22,204	39.96%	1.015%	(1,186)	-0.15%
UNINCORPORATED RURAL	8,165	(7)	8,165	14.69%	0.373%	(2,557)	-3.69%
TOTAL NORTH DESERT			55,571	100.00%	2.540%	(2,746)	-0.14%

Attachment: Attachment B - 2022 Population Estimates (8723 : Measure I 2022 Population Estimates)

MEASURE I 2022 POPULATION SUMMARY
PREPARED BY SAN BERNARDINO COUNTY PLANNING

PLANNING REGION	(1) DOF/CO 2022	(2) ADJUSTMENT	2022 TOTAL	PERCENT OF SUBAREA	PERCENT OF COUNTY TOTAL	POP CHANGE FROM 2021	%SUBAREA CHANGE FROM 2021
COLORADO RIVER							
NEEDLES (RURAL)	4,876		4,876	70.96%	0.223%	(477)	0.25%
UNINCORPORATED URBAN	0	(6)	0	0.00%	0.000%	0	0.00%
UNINCORPORATED RURAL	1,995	(7)	1,995	29.04%	0.091%	(221)	-0.25%
TOTAL COLORADO RIVER			6,871	100.00%	0.314%	(698)	-0.03%
MORONGO BASIN							
TWENTYNINE PALMS	27,685	(4)	27,685	38.55%	1.266%	(2,282)	-0.15%
YUCCA VALLEY	21,813		21,813	30.37%	0.997%	(517)	1.53%
UNINCORPORATED URBAN	7,235	(6)	7,235	10.07%	0.331%	(706)	-0.18%
UNINCORPORATED RURAL	15,089	(7)	15,089	21.01%	0.690%	(2,104)	-1.20%
TOTAL MORONGO BASIN			71,822	100.00%	3.283%	(5,609)	-0.28%
VICTOR VALLEY							
ADELANTO	36,357	(5)	36,357	8.70%	1.662%	1,210	0.00%
APPLE VALLEY	75,628	(5)	75,628	18.09%	3.457%	1,278	-0.30%
HESPERIA	100,324	(5)	100,324	24.00%	4.586%	4,271	0.24%
VICTORVILLE	136,561	(5)	136,561	32.67%	6.242%	9,391	1.22%
UNINCORPORATED URBAN	39,095	(6) (5) (3)	39,095	9.35%	1.787%	1,260	-0.01%
UNINCORPORATED RURAL	30,059	(7) (5) (3)	30,059	7.19%	1.374%	(3,720)	-1.16%
TOTAL VICTOR VALLEY			418,024	100.00%	19.108%	13,690	0.53%
TOTAL DESERT			552,288			4,637	
TOTAL MOUNTAIN/DESERT			603,185		27.572%	4,401	0.05%
SUMMARY:							
TOTAL INCORPORATED	1,887,662		1,887,662		86.287%	15,665	0.25%
TOTAL UNINCORPORATED	300,003		300,003		13.713%	(3,909)	-0.25%
TOTAL COUNTY	2,187,665		2,187,665		100.000%	11,756	0.00%
(1) - CITY FIGURES FROM DOF JANUARY 1, 2022 ESTIMATES; UNINCORPORATED FIGURES FROM PLANNING DEPARTMENT ESTIMATES CONTROLLED TO DOF UNINCORPORATED TOTAL. (2) - THIS COLUMN CONTAINS ADJUSTMENTS NECESSARY TO MODIFY CITY TOTALS AS SPECIFIED IN MEASURE I. (3) - THE WRIGHTWOOD COMMUNITY AND AREAS NORTH OF LONE PINE CANYON ROAD WERE EXCLUDED FROM THE MOUNTAIN AREA AND INCLUDED IN THE VICTOR VALLEY AS SPECIFIED IN MEASURE I. (4) - THE POPULATED PORTIONS OF THE TWENTYNINE PALMS MARINE BASE HAVE BEEN ANNEXED BY THE CITY OF TWENTYNINE PALMS. (5) - WITH THE CLOSING OF GEORGE AIR FORCE BASE, THERE IS NO LONGER AN ALLOCATION OF POPULATION TO THE CITIES IN THE VICTOR VALLEY. (6) - UNINCORPORATED URBAN FIGURES FROM PLANNING DEPARTMENT ESTIMATES CONTROLLED TO DOF UNINCORPORATED TOTALS AND CALTRANS URBAN AREA BOUNDARIES. (7) - UNINCORPORATED RURAL FIGURES FROM PLANNING DEPARTMENT ESTIMATES CONTROLLED TO DOF UNINCORPORATED TOTALS AND BASED ON AREAS OUTSIDE THE CALTRANS URBAN AREA BOUNDARIES.							

Attachment: Attachment B - 2022 Population Estimates (8723 : Measure I 2022 Population Estimates)

MEASURE I 2021 POPULATION SUMMARY
PREPARED BY SAN BERNARDINO COUNTY PLANNING

ATTACHMENT C

PLANNING REGION	(1) DOF/CO 2021	(2) ADJUSTMENT	2021 TOTAL	PERCENT OF SUBAREA	PERCENT OF COUNTY TOTAL	POP CHANGE FROM 2020	%SUBAREA CHANGE FROM 2020
WEST VALLEY							
CHINO	88,184		88,184	5.59%	4.053%	(925)	-0.04%
CHINO HILLS	82,661		82,661	5.24%	3.799%	252	0.03%
FONTANA	213,944		213,944	13.57%	9.832%	944	0.09%
MONTCLAIR	39,598		39,598	2.51%	1.820%	108	0.01%
ONTARIO	182,004		182,004	11.54%	8.365%	(867)	-0.03%
RANCHO CUCAMONGA	175,131		175,131	11.10%	8.049%	(391)	0.00%
UPLAND	78,513		78,513	4.98%	3.608%	(301)	-0.01%
UNINCORPORATED URBAN	44,038	(6)	44,038	2.79%	2.024%	1,375	0.09%
UNINCORPORATED RURAL	1,821	(7)	1,821	0.12%	0.084%	(240)	-0.01%
TOTAL WEST VALLEY			905,894	57.44%	41.633%	(45)	0.14%
EAST VALLEY							
COLTON	54,198		54,198	3.44%	2.491%	80	0.01%
GRAND TERRACE	12,399		12,399	0.79%	0.570%	(27)	0.00%
HIGHLAND	55,060		55,060	3.49%	2.530%	(263)	-0.01%
LOMA LINDA	24,895		24,895	1.58%	1.144%	360	0.03%
REDLANDS	71,154		71,154	4.51%	3.270%	202	0.02%
RIALTO	102,567		102,567	6.50%	4.714%	(1,986)	-0.11%
SAN BERNARDINO	216,291		216,291	13.71%	9.940%	(1,655)	-0.07%
YUCAIPA	55,634		55,634	3.53%	2.557%	(78)	0.00%
UNINCORPORATED URBAN	77,874	(6)	77,874	4.94%	3.579%	884	0.07%
UNINCORPORATED RURAL	1,159	(7)	1,159	0.07%	0.053%	(1,473)	-0.09%
TOTAL EAST VALLEY			671,231	42.56%	30.848%	(3,956)	-0.14%
TOTAL VALLEY			1,577,125	100.00%	72.481%	(4,001)	-0.03%
MOUNTAINS							
BIG BEAR LAKE	5,189		5,189	10.15%	0.238%	(17)	0.04%
UNINCORPORATED URBAN	36,891	(6) (3)	36,891	72.15%	1.695%	297	1.08%
UNINCORPORATED RURAL	9,053	(7) (3)	9,053	17.70%	0.416%	(642)	-1.12%
TOTAL MOUNTAINS			51,133	100.00%	2.350%	(362)	-0.01%
NORTH DESERT							
BARSTOW	24,205		24,205	41.51%	1.112%	(63)	0.06%
UNINCORPORATED URBAN	23,390	(6)	23,390	40.11%	1.075%	903	1.70%
UNINCORPORATED RURAL	10,722	(7)	10,722	18.39%	0.493%	(1,073)	-1.76%
TOTAL NORTH DESERT			58,317	100.00%	2.680%	(233)	-0.01%

Attachment: Attachment C - 2021 Population Estimates (8723 : Measure I 2022 Population Estimates)

MEASURE I 2021 POPULATION SUMMARY
PREPARED BY SAN BERNARDINO COUNTY PLANNING

PLANNING REGION	(1) DOF/CO 2021	(2) ADJUSTMENT	2021 TOTAL	PERCENT OF SUBAREA	PERCENT OF COUNTY TOTAL	POP CHANGE FROM 2020	%SUBAREA CHANGE FROM 2020
COLORADO RIVER							
NEEDLES (RURAL)	5,353		5,353	70.72%	0.246%	105	-0.01%
UNINCORPORATED URBAN	0	(6)	0	0.00%	0.000%	0	0.00%
UNINCORPORATED RURAL	2,216	(7)	2,216	29.28%	0.102%	44	0.01%
TOTAL COLORADO RIVER			7,569	100.00%	0.348%	149	0.01%
MORONGO BASIN							
TWENTYNINE PALMS	29,967	(4)	29,967	38.70%	1.377%	709	0.62%
YUCCA VALLEY	22,330		22,330	28.84%	1.026%	94	-0.10%
UNINCORPORATED URBAN	7,941	(6)	7,941	10.26%	0.365%	1,304	1.62%
UNINCORPORATED RURAL	17,193	(7)	17,193	22.20%	0.790%	(1,502)	-2.13%
TOTAL MORONGO BASIN			77,431	100.00%	3.559%	605	0.04%
VICTOR VALLEY							
ADELANTO	35,147	(5)	35,147	8.69%	1.615%	(516)	-0.11%
APPLE VALLEY	74,350	(5)	74,350	18.39%	3.417%	(44)	0.02%
HESPERIA	96,053	(5)	96,053	23.76%	4.414%	(340)	-0.04%
VICTORVILLE	127,170	(5)	127,170	31.45%	5.844%	738	0.24%
UNINCORPORATED URBAN (3)	37,835	(6) (5)	37,835	9.36%	1.739%	2,994	0.76%
UNINCORPORATED RURAL (3)	33,779	(7) (5)	33,779	8.35%	1.552%	(3,587)	-0.87%
TOTAL VICTOR VALLEY			404,334	100.00%	18.582%	(755)	0.00%
TOTAL DESERT			547,651			(234)	
TOTAL MOUNTAIN/DESERT			598,784		27.519%	(596)	0.03%
SUMMARY:							
TOTAL INCORPORATED	1,871,997		1,871,997		86.033%	(3,881)	0.00%
TOTAL UNINCORPORATED	303,912		303,912		13.967%	(716)	0.00%
TOTAL COUNTY	2,175,909		2,175,909		100.000%	(4,597)	0.00%

- (1) - CITY FIGURES FROM DOF JANUARY 1, 2021 ESTIMATES; UNINCORPORATED FIGURES FROM PLANNING DEPARTMENT ESTIMATES CONTROLLED TO DOF UNINCORPORATED TOTAL.
- (2) - THIS COLUMN CONTAINS ADJUSTMENTS NECESSARY TO MODIFY CITY TOTALS AS SPECIFIED IN MEASURE I.
- (3) - THE WRIGHTWOOD COMMUNITY AND AREAS NORTH OF LONE PINE CANYON ROAD WERE EXCLUDED FROM THE MOUNTAIN AREA AND INCLUDED IN THE VICTOR VALLEY AS SPECIFIED IN MEASURE I.
- (4) - THE POPULATED PORTIONS OF THE TWENTYNINE PALMS MARINE BASE HAVE BEEN ANNEXED BY THE CITY OF TWENTYNINE PALMS.
- (5) - WITH THE CLOSING OF GEORGE AIR FORCE BASE, THERE IS NO LONGER AN ALLOCATION OF POPULATION TO THE CITIES IN THE VICTOR VALLEY.
- (6) - UNINCORPORATED URBAN FIGURES FROM PLANNING DEPARTMENT ESTIMATES CONTROLLED TO DOF UNINCORPORATED TOTALS AND CALTRANS URBAN AREA BOUNDARIES.
- (7) - UNINCORPORATED RURAL FIGURES FROM PLANNING DEPARTMENT ESTIMATES CONTROLLED TO DOF UNINCORPORATED TOTALS AND BASED ON AREAS OUTSIDE THE CALTRANS URBAN AREA BOUNDARIES.

Minute Action

AGENDA ITEM: 26

Date: July 6, 2022

Subject:

Capital Project Needs Analysis Submittals and Funding Allocations for the Measure I Valley Major Street Program/Arterial Sub-program for Fiscal Year 2022/2023

Recommendation:

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

Approve the Project List for the Measure I Valley Major Street Program/Arterial Sub-program allocations for Fiscal Year 2022/2023 as referenced in Attachment A.

Background:

In the Measure I 2010-2040 Strategic Plan, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved creation of the San Bernardino Valley Arterial Sub-program under the Major Street Projects Program. Strategic Plan Policy No. 40006 requires each Valley Subarea jurisdiction to execute a Jurisdiction Master Agreement (JMA) to be eligible for reimbursement of Measure I San Bernardino Valley Arterial Sub-program funds. The agreement serves as a multi-year contract for the entirety of Measure I 2010-2040. The City of Chino Hills is the only jurisdiction that has not yet executed a JMA as they had the majority of their funds allocated to them through the Project Advancement Agreement process.

Additionally, as required by policy, Valley jurisdictions must prepare, adopt, and annually submit to SBCTA by September 30th, their Capital Project Needs Analysis (CPNA), a list of projects for which they plan to request reimbursement of the public share in the next five years as shown in Attachment A. Projects listed in the first two years and any unreimbursed expenditures from prior years are eligible for reimbursement in Fiscal Year (FY) 2022/2023. Besides identifying the need for Measure I funds by project phase, the complete submittal also lists other anticipated funding sources, including the required development mitigation fair share funds.

Reimbursement is subject to each jurisdiction's equitable share and arterial fund allocation limits; therefore, approval of the list does not guarantee availability of funds for reimbursement. However, there is an allowance for a jurisdiction to advance up to five years of allocations if there is a sufficient fund balance in the cumulative arterial fund and the advance is approved by the SBCTA Board. To date, advances have been approved for the cities of Chino, Montclair, Ontario, San Bernardino, Upland, and Yucaipa. The arterial project list also contains projects where arterial funds have been pledged as collateral for development share term loans. These projects are prioritized for use of arterial funds.

The Arterial Sub-program current year funding allocations were approved by the SBCTA Board on April 6, 2022, as part of the FY 2022/2023 Budget planning process. Attachment B shows the Board-approved total allocations to date, project reimbursements to date, and arterial funds identified as collateral for development impact fee term loans. Beginning in FY 2021/2022, adjustments are being made to each city's share over a fifteen-year period to achieve fair share equity between actual program revenue and approved allocations among jurisdictions. Also listed as additional information is the total of each agency's five-year CPNA need for funds

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

July 6, 2022

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and whether they have a Board-approved five-year advance. Based on the submittals, additional cities may be in need of five-year advances in order to complete their projects, but these would be presented to the Board at a future date as needed.

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget.

Reviewed By:

This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 9, 2022.

Responsible Staff:

Michele Fogerson, Chief of Fund Administration

Approved
Board of Directors
Date: July 6, 2022

Witnessed By:

ATTACHMENT A

CAPITAL PROJECT NEEDS ANALYSIS
VALLEY ARTERIAL SUB-PROGRAM - FY2022/2023 to FY2026/2027

Jurisdiction	Project	DEV LOAN?	5-YR Advance	Nexus Project Cost	Current Cost Estimate	MI Prior	MI FY 22/23	MI FY 23/24	MI FY 24/25	MI FY 25/26	MI FY 26/27	MI Future	MI Total
Chino	Widen Edison Ave from Central Ave to Euclid Ave from 4 to 6 lanes		Yes	8,546,376	12,407,140	0	2,000,000	0	0	0	0	0	2,000,000
	Widen Pine Ave from El Prado Rd to SR-71 from 2 to 4 lanes		Yes	27,948,000	54,973,000	0	4,000,000	4,000,000	4,000,000	4,101,848	4,626,264	0	20,728,112
						0	6,000,000	4,000,000	4,000,000	4,101,848	4,626,264	0	22,728,112
Chino Hills	Widen Pine Ave from SR-71 to Chino Creek (north side only)			4,201,000	4,201,000	0	0	0	2,789,884	0	0	0	2,789,884
	Soqual Canyon Pkwy/Peyton Dr Connection - construct 2 lanes from Soqual Cyn Pkwy to Peyton Dr at Woodview Rd			16,000,000	16,000,000	0	0	0	0	253,834	0	0	253,834
						0	0	0	2,789,884	253,834	0	0	3,043,718
Colton	Improvement of La Cadena Dr from Rancho Ave to Litton Ave including bridge replacement at Santa Ana River			4,514,025	26,173,968	627,250	392,743	392,743	291,087	0	0	0	1,703,823
	Widen Reche Cyn Rd from S. Crystal Ridge to Riverside County Line from 2 to 4 lanes			3,338,430	3,702,384	50,754	225,600	451,200	451,200	451,200	225,600	0	1,855,554
	Widen Mount Vernon Ave grade separation on the Alhambra Line			9,494,000	17,662,602	372,304	279,123	279,123	279,123	0	0	0	1,209,673
						1,050,308	897,466	1,123,066	1,021,410	451,200	225,600	0	4,769,050
Fontana	Widen Sierra Ave from Summit Av to I-15 Widen from 2 to 6 lanes			9,258,000		165,684	0	0	0	0	0	6,014,582	6,180,266
	Widen Foothill Blvd from Hemlock to Almeria from 4 to 6 lanes			11,897,000	1,741,554	1,182,515	0	0	0	0	0	0	1,182,515
	Widen Sierra Ave from Foothill Blvd to Baseline Ave from 4 to 6 lanes			15,293,064	12,380,692	8,406,489	0	0	0	0	0	0	8,406,489
	Widen Beech Ave from Miller Ave to Foothill Blvd from 2 to 4 lanes			5,358,448	3,901,556	2,649,157	0	0	0	0	0	0	2,649,157
	Widen Slover Ave from Etiwanda Ave to 800' e/o Etiwanda from 2 to 4 lanes			13,147,628	11,562,459	5,714,507	0	0	0	0	0	0	5,714,507
						18,118,352	0	0	0	0	0	6,014,582	24,132,934
Fontana Sphere	Widen Cherry Ave Bridge from Merrill Ave to Whittram from 4 to 6 lanes			10,200,000	10,957,067	584,205	0	0	0	0	0	0	584,205
	Ph1: Widen San Bernardino Ave from Cherry Ave to Fontana City Limits from 2 to 4 lanes			2,031,000	8,500,000	120,837	1,696,178	362,954	3,318,746	0	0	0	5,498,715
						705,042	1,696,178	362,954	3,318,746	0	0	0	6,082,920
Grand Terrace	Extend Commerce Wy from 900' n/o DeBerry Rd to Main St from 0 to 4 lanes			3,500,000		114,190	114,190	600,000	882,800	200,000	0	0	1,911,180
						114,190	114,190	600,000	882,800	200,000	0	0	1,911,180
Highland	SR-210 / 5th Ave Interchange			3,300,000	15,827,000	129,408	273,042	802,724	2,192,413	2,192,413	0	0	5,590,000
	SR-210 / Baseline Interchange - cash flow estimated by SBCTA	Yes		13,260,000	31,730,814	0	5,391,695	0	0	0	0	0	5,391,695
						129,408	5,664,737	802,724	2,192,413	2,192,413	0	0	10,981,695

ATTACHMENT A

CAPITAL PROJECT NEEDS ANALYSIS
VALLEY ARTERIAL SUB-PROGRAM - FY2022/2023 to FY2026/2027

Jurisdiction	Project	DEV LOAN?	5-YR Advance	Nexus Project Cost	Current Cost Estimate	MI Prior	MI FY 22/23	MI FY 23/24	MI FY 24/25	MI FY 25/26	MI FY 26/27	MI Future	MI Total
Loma Linda	Intersection Improvements at Mound St and Anderson St			1,000,000	500,000	0	318,240	0	0	0	0	0	318,240
	Widen California St from Barton Rd to Redlands Blvd from 2 to 6 lanes			4,100,000	4,206,000	64,500	993,013	1,400,256	0	0	0	0	2,457,769
	Install traffic signal at Barton Rd & Benton St			200,000	235,632	0	146,432	0	0	0	0	0	146,432
						64,500	1,457,685	1,400,256	0	0	0	0	2,922,441
Montclair	I-10 / Monte Vista Ave interchange - term loan	Yes	Yes	5,850,000	31,105,357	0	452,751	0	0	0	0	0	452,751
						0	452,751	0	0	0	0	0	452,751
Ontario	Spot Widen Airport Dr from Kettering to Etiwanda Ave from 2 to 4 lanes, including intersection at Etiwanda/Slover			5,270,000		1,409,347	451,249	0	0	0	0	0	1,860,596
	Widen Holt Blvd from Benson Ave to Vineyard Ave from 4 to 6 lanes			48,817,215	5,130,636	2,453,403	399,231		0	0	0	0	2,852,634
	Replace 4th St structure between I-10 westbound ramps and I-10 eastbound ramps and widen to 5 lanes - cashflow estimated by SBCTA		Yes	21,567,000	21,566,769	1,150,807	1,904,653	0	0	0	0	0	3,055,460
	Replace 4th St structure between I-10 westbound ramps and I-10 eastbound ramps and widen to 5 lanes - term loan	Yes	Yes				213,466	0	0	0	0	0	213,466
	Widen Grove Ave from I-10 to Holt Blvd from 4 to 6 lanes, Including W. Cuc. Creek Bridge			32,200,000	4,100,000	205,065	347,500	729,750	0	0	0	0	1,282,315
	Widen Holt Blvd from Benson Ave to Vineyard Ave from 4 to 6 lanes			48,817,215	2,400,000	199,476	347,500	729,750	0	0	0	0	1,276,726
	Widen Mountain Ave from Sixth Street to s/o Holt Blvd			7,467,000	5,130,636	2,453,403	399,231		0	0	0	0	2,852,634
						7,871,501	4,062,830	1,459,500	0	0	0	0	13,393,831
Rancho Cucamonga	Widen Wilson Ave from East Ave to Wardman/Bulloch from 0 to 4 lanes			6,000,000	7,434,218	3,199,098	0	0	0	0	0	2,101,499	5,300,597
	Construct a Traffic Signal at the Intersection of Milliken and 5th			350,000	738,737	526,720	0	0	0	0	0	0	526,720
	Construct a Traffic Signal at the Intersection of Rochester and Jersey			350,000	738,737	526,720	0	0	0	0	0	0	526,720
	Widen Victoria Ave from EHS to I-15			305,000	412,341	293,999	0	0	0	0	0	0	293,999
	Construct a Traffic Signal at the Intersection of East and Miller			350,000	738,737	526,720	0	0	0	0	0	0	526,720
	Construct a Traffic Signal at the Intersection of 6th and Rochester			350,000	738,737	526,720	0	0	0	0	0	0	526,720
	Construct a Traffic Signal at the Intersection of Camelian and Banyan			363,000	600,297	428,012	0	0	0	0	0	0	428,012
	Construct a Traffic Signal at the Intersection of 6th and Hellman			350,000	1,082,710	771,973	0	0	0	0	0	0	771,973
	Construct a Traffic Signal at the Intersection of 6th and Utica			363,000	595,946	424,910	0	0	0	0	0	0	424,910
						7,224,872	0	0	0	0	0	2,101,499	9,326,371

ATTACHMENT A

CAPITAL PROJECT NEEDS ANALYSIS
VALLEY ARTERIAL SUB-PROGRAM - FY2022/2023 to FY2026/2027

Jurisdiction	Project	DEV LOAN?	5-YR Advance	Nexus Project Cost	Current Cost Estimate	MI Prior	MI FY 22/23	MI FY 23/24	MI FY 24/25	MI FY 25/26	MI FY 26/27	MI Future	MI Total
Redlands	Construct a Traffic Signal at the Intersection of Ford St and I-10 WB			442,000	442,000	0	0	0	163,028	176,870	0	0	339,898
	Construct a Traffic Signal at the Intersection of Ford St and I-10			442,000	442,000	0	0	0	163,028	176,870	0	0	339,898
	Intersection Improvements at University and Colton			500,000	500,000	0	115,350	269,150	0	0	0	0	384,500
	Construct a Traffic Signal at the Intersection of Wabash Ave and Citrus Ave			442,000	500,000	0	0	115,350	269,150	0	0	0	384,500
	Construct a Traffic Signal at the Intersection of Dearborn St and Citrus Ave			442,000	442,000	0	115,350	269,150	0	0	0	0	384,500
	Widen San Bernardino Ave from Church St to Wabash Ave from 2 to 4 lanes			3,565,000	3,565,000	0	0	0	0	76,900	416,567	0	493,467
	Widening Pioneer Ave from Furlow Dr to Texas St from 2 to 4 lanes (to be added)			1,500,000	1,500,000	0	0	0	115,350	173,025	115,350	0	403,725
						0	230,700	653,650	710,556	603,665	531,917	0	2,730,488
Rialto	Construct Pepper Ave from N. Terminus to Highland Ave to 4 lanes			14,882,000		8,878,008	0	0	0	0	0	0	8,878,008
	Widen Riverside Ave from Gateway Plaza to San Bernardino Ave from 4 to 6 lanes			1,233,000		2,825,497	0	0	0	0	0	0	2,825,497
	Construct a Traffic Signal at the Intersection of Riverside and Linden with intersection improvements			649,000		524,958	0	0	0	0	0	0	524,958
	Widen Alder Ave from Baseline Rd to Renaissance Pkwy from 2 to 4 lanes			4,600,000		6,429,792	0	0	0	0	0	0	6,429,792
	Widen Ayala Dr from Baseline Rd to Renaissance Pkwy from 2 to 4 lanes			3,200,000		4,094,901	0	0	0	0	0	0	4,094,901
	Widen Cactus Av from Valley Bl to Foothill Bl from 3 to 4 lanes			1,775,733		481,229	0	0	0	0	0	0	481,229
	Widen Randall Ave from West City Limits to Riverside Ave from 2 to 4 lanes			4,413,000		2,777,700	0	0	0	0	0	0	2,777,700
						26,012,085	0	0	0	0	0	0	26,012,085
San Bernardino, City of	Reconstruct Mt Vernon Bridge to 4 lanes (local match)		Yes	16,058,000	225,833,194	2,637,391	4,209,584	2,000,000	0	0	0	0	8,846,975
	Widen "H" St from Kendall Dr to 40th St from 2 to 4 lanes		Yes	1,237,753	993,700	350,641	0	0	0	0	0	0	350,641
	Widen State Street from 16th St to Foothill Blvd from 0 to 4 lanes		Yes	44,000,000	6,759,500	292,062	2,422,110	0	0	0	0	0	2,714,172
	Widen 5th St from Sterling to Victoria from 2 to 6 lanes		Yes	879,289	11,382,000	0	0	0	0	0	0	0	0
	Widen 40th St from Acre Ln to Electric Ave from 2 to 4 lanes		Yes	3,975,121	3,971,000	1,144,089	1,275,000	0	0	0	0	0	2,419,089
						4,424,183	7,906,694	2,000,000	0	0	0	0	14,330,877

ATTACHMENT A

CAPITAL PROJECT NEEDS ANALYSIS
VALLEY ARTERIAL SUB-PROGRAM - FY2022/2023 to FY2026/2027

Jurisdiction	Project	DEV LOAN?	5-YR Advance	Nexus Project Cost	Current Cost Estimate	MI Prior	MI FY 22/23	MI FY 23/24	MI FY 24/25	MI FY 25/26	MI FY 26/27	MI Future	MI Total
Upland	Widen Arrow Hwy from County Line to Central Ave from 2 to 4 lanes			2,874,000		0	0	0	0	0	0	0	0
	Widen Foothill Blvd from County Line to Central Ave from 2 to 6 lanes			5,900,000		432,543	0	0	0	0	0	0	432,543
	I-10 & Monte Vista Ave - term loan fully drawn	Yes	Yes	139,000	33,144,900	0	0	0	0	0	0	0	0
	I-10 & Euclid Ave - term loan fully drawn	Yes	Yes	940,000	8,974,000	0	0	0	0	0	0	0	0
						432,543	0	0	0	0	0	0	432,543
Yucaipa	Widen 5th St from Yucaipa Bl to County Line Rd from 2 to 4 lanes		Yes	6,597,000	1,320,000	947,000	0	0	0	0	0	0	947,000
	Widen Ave E from 14th St to Bryant St from 2 lanes to 4 lanes		Yes	22,076,000	8,229,000	5,043,000	0	0	0	250,000	250,000	0	5,543,000
	Widen Calimesa Bl from Oak Glen Rd to County Line Rd from 2 to 4 lanes.		Yes	3,933,000	2,428,000	1,740,000	0	0	0	0	0	0	1,740,000
	Widen County Line Rd from I-10 to Calimesa Blvd from 2 to 4 lanes		Yes	14,900,000	7,216,000	4,330,000	0	0	0	0	0	0	4,330,000
	Widen Yucaipa Bl from I-10 to 15th St from 4 to 6 lanes		Yes	16,575,000	11,933,000	6,703,000	0	0	0	300,000	300,000	0	7,303,000
						18,763,000	0	0	0	550,000	550,000	0	19,863,000
Total						\$ 84,909,984	\$ 28,483,230	\$ 12,402,150	\$ 14,915,809	\$ 8,352,960	\$ 5,933,781	\$ 8,116,081	\$ 163,113,995

ATTACHMENT B

**Measure I Valley Major Street/Arterial Sub-Program
Summary of Allocations, Balances & Future Need**

Jurisdiction	SHARES	ALLOCATIONS	BALANCES		SPECIAL ARRANGEMENTS		CPNA			
	Current Equitable Share*	FY10/11 thru FY22/23	Reimbursements FY10/11 thru 5/16/22	Allocation Balance	Approved Advances @ 5/16/22	Term Loan Collateral @ 5/16/22	Balance PLUS Anticipated Revenue FY23/24 thru FY26/27	Balance of Equitable Share Due in FY26/27	Total "Needs" from CPNA FY22/23 thru FY26/27 (incl loan collateral)	Total "Needs" thru FY26/27 when limited by 5-yr rule thru FY31/32
Chino	7.591%	\$15,855,529	\$298,946	\$15,556,583	\$10,500,000		\$24,601,971	\$1,178,340	\$22,728,112	\$22,728,112
Chino Hills	2.194%	\$3,043,718	\$0	\$3,043,718			\$3,043,718	-\$3,496,977	\$3,043,718	\$3,043,718
Colton	2.534%	\$5,659,632	\$387,519	\$5,272,114			\$8,436,519	\$686,069	\$4,769,050	\$4,769,050
Fontana	19.400%	\$34,015,223	\$7,078,632	\$26,936,591			\$43,097,636	-\$12,296,491	\$24,132,934	\$24,132,934
Grand Terrace	1.389%	\$3,102,301	\$151,462	\$2,950,839			\$4,685,393	\$376,065	\$1,911,180	\$1,911,180
Highland	6.777%	\$15,081,238	\$4,290,669	\$10,790,569		\$5,391,695	\$19,231,798	\$1,790,916	\$10,981,695	\$10,981,695
Loma Linda	4.074%	\$9,099,188	\$2,591,019	\$6,508,170			\$11,595,694	\$1,103,016	\$2,922,441	\$2,922,441
Montclair	0.597%	\$1,333,386	\$1,913,734	-\$580,349	\$1,033,100	\$452,751	\$165,172	\$161,635	\$452,751	\$452,751
Ontario	12.272%	\$27,409,239	\$16,326,701	\$11,082,538	\$6,383,764	\$213,466	\$26,407,549	\$3,322,587	\$13,393,831	\$13,393,831
Rancho Cucamonga	5.044%	\$9,177,934	\$5,429,607	\$3,748,327			\$8,558,150	-\$1,829,197	\$9,326,371	\$9,326,371
Redlands	4.854%	\$10,841,301	\$2,112,512	\$8,728,789			\$14,790,360	\$1,314,198	\$2,730,488	\$2,730,488
Rialto	3.831%	\$8,146,197	\$4,411,246	\$3,734,951			\$8,356,947	\$709,825	\$26,012,085	\$14,733,571
San Bernardino	7.857%	\$17,548,434	\$8,381,133	\$9,167,301	\$12,000,000		\$18,978,955	\$2,127,246	\$14,330,877	\$14,330,877
Upland	2.743%	\$6,126,429	\$3,799,396	\$2,327,033	\$2,029,872		\$5,752,433	\$742,654	\$432,543	\$432,543
Yucaipa	5.965%	\$12,080,227	\$12,243,735	-\$163,509	\$6,000,000		\$6,794,608	\$623,455	\$19,863,000	\$16,241,467
County	12.878%	\$28,762,726	\$6,039,970	\$22,722,756			\$38,804,528	\$3,486,658	\$6,082,920	\$6,082,920
Arterial Allocation	100.000%	\$207,282,702	\$75,456,282	\$131,826,420	\$37,946,736	\$6,057,911	\$243,301,431	\$0	\$163,113,995	\$148,213,949

Minute Action

AGENDA ITEM: 27

Date: July 6, 2022

Subject:

Allocation of Transportation Development Act Funds for Fiscal Year 2022/2023

Recommendation:

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

Adopt Resolution No. 22-150 authorizing the allocation of Local Transportation Funds and State Transit Assistance Funds for Fiscal Year 2022/2023 and the transmittal of allocation instructions to the San Bernardino County Auditor/Controller.

Background:

Section 99214 of the California Public Utilities Code designates San Bernardino County Transportation Authority (SBCTA) as the agency responsible for administering Transportation Development Act (TDA) funds. This responsibility includes the approval of the Local Transportation Fund (LTF) and State Transit Assistance (STA) apportionments, issuance of LTF and STA allocation instructions to the County of San Bernardino Auditor-Controller/Treasurer/Tax Collector, and authorization of LTF and STA payments in accordance with the claim amounts filed by the claimants.

Title 21, Sections 6659 and 6753 of the California Code of Regulations, requires that the governing body adopt a resolution authorizing the issuance of LTF and STA allocation instructions. Resolution No. 22-150 fulfills this requirement. The issuance of LTF and STA allocation instructions will allocate funding for TDA administration, transportation planning and programming functions, and operating and capital assistance for the SBCTA Transit Program and other eligible TDA claimants, consistent with apportionments and allocations adopted by the SBCTA Board of Directors (Board).

Throughout the year, staff receives claims from eligible TDA claimants and verifies the claim amounts against various documents. Some of the documents used as the basis for approving the statutory claims of TDA funding include the most recently approved transit operator Short Range Transit Plans, the SBCTA 10-Year Delivery Plan and the SBCTA Fiscal Year (FY) Budget.

Following approval of a transit claim, staff issues allocation instructions to the County Auditor-Controller/Treasurer/Tax Collector authorizing the use of the funds by the claimant for specific purposes. Then, throughout the year, staff requests disbursements of funds from the County in accordance with disbursement requests submitted by the claimants.

In March 2022, the Board approved the FY 2022/2023 LTF and STA apportionments. The apportionments have been incorporated into the proposed FY 2022/2023 SBCTA Budget. Allocations to individual transit operators will be presented to the Board for approval under a separate item in this agenda.

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 9, 2022. SBCTA General Counsel has reviewed this item and the Resolution.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item
July 6, 2022
Page 2

Responsible Staff:

Michele Fogerson, Chief of Fund Administration

Approved
Board of Directors
Date: July 6, 2022

Witnessed By:

San Bernardino County Transportation Authority

RESOLUTION NO. 22-150

RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY AUTHORIZING THE ALLOCATION OF LOCAL TRANSPORTATION FUNDS AND STATE TRANSIT ASSISTANCE FUNDS FOR FISCAL YEAR 2022/2023

WHEREAS, the San Bernardino County Transportation Authority (SBCTA) is the designated transportation planning agency for the administration of the Transportation Development Act funds within San Bernardino County; and

WHEREAS, the Southern California Association of Governments Executive Committee has adopted a Regional Transportation Plan directed toward the achievement of a coordinated and balanced transportation system; and

WHEREAS, the SBCTA Board of Directors (Board) adopts Short Range Transit Plans for each of the San Bernardino County transit operators; and

WHEREAS, the Board has adopted the SBCTA 10-Year Delivery Plan and annual SBCTA budgets documenting anticipated expenditures for SBCTA's transit programs; and

WHEREAS, claims may be submitted under the Transportation Development Act for allocations from the Local Transportation Fund and State Transit Assistance Fund consistent with the adopted plans, apportionments, and allocations; and

WHEREAS, the Short Range Transit Plans, the SBCTA 10-Year Delivery Plan, and the annual SBCTA budgets include planned expenditures of transportation funds, including Local Transportation Funds and State Transit Assistance Funds; and

WHEREAS, the award of Transportation Development Act Article 3 funds for bicycle and pedestrian facilities and transit stop access improvement projects, pursuant to Public Utilities Code Section 99233.3, is typically approved in a separate Board action following a biennial call for projects and project evaluation process; and

WHEREAS, SBCTA has incorporated the amount to be allocated to each of the transit operators and SBCTA into its Fiscal Year 2022/2023 Budget.

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

Section 1. That the allocation of Local Transportation Funds and State Transit Assistance Funds for Fiscal Year 2022/2023 is hereby approved subject to those claims conforming to adopted apportionments and all other requirements of the Transportation Development Act, including but not limited to the following determinations:

1. The claimant's proposed expenditures are in conformity with the Regional Transportation Plan, the claimant's Short Range Transit Plan, SBCTA's 10-Year Delivery Plan, and SBCTA's annual budget, as applicable, and as amended through subsequent Board action.

2. The level of passenger fares and charges is sufficient to enable the operator or transit service claimant to meet the applicable fare revenue to operating expense (operating ratio) requirements as required by the Transportation Development Act.
3. The claimant is making full use of federal funds available pursuant to the Infrastructure Investment and Jobs Act (IIJA).
4. The sum of the claimant's allocations from the State Transit Assistance Fund and Local Transportation Fund does not exceed the amount the claimant is eligible to receive during the fiscal year.
5. Priority consideration has been given to claims to offset reductions in federal operating assistance and the unanticipated increase in the cost of fuel, to enhance existing public transportation services, and to meet high priority regional, countywide, or area-wide public transportation needs.
6. The claimant has made reasonable efforts to implement the productivity improvements recommended pursuant to Public Utilities Code Section 99244, including the specific reference to the improvements recommended and the efforts made by the claimant to implement them.
7. The claimant submits a certification issued by the Department of California Highway Patrol within the last 13 months verifying that the claimant is in compliance with Section 1808.1 of the Vehicle Code (Drivers Pull Notice Program), as required by Public Utilities Code Section 99251.
8. The claimant is in compliance with the qualifying criteria pursuant to Public Utilities Code Section 99314.6 (use of State Transit Assistance Fund for operating purposes).
9. The transportation services contracted for under Public Utilities Code Section 99400(c) are responding to a transportation need not otherwise being met within the community or jurisdiction of the claimant and that, where appropriate, the services are coordinated with the existing transportation service.

Section 2. That such approval does not include allocations for local streets and roads unless the provisions of Sections 99401.5 and 99401.6 of the Public Utilities Code have been met; and

Section 3. That the Executive Director or his designee is authorized to transmit allocation instructions to the San Bernardino County Auditor/Controller, having first determined that the required allocation meets all requirements of this Resolution and the Transportation Development Act.

Section 4. The foregoing recitals are true and correct.

Section 5. This resolution is effective upon its approval.

PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Authority held on July 6, 2022.

Art Bishop, President
San Bernardino County Transportation Authority

ATTEST:

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

Minute Action

AGENDA ITEM: 28

Date: July 6, 2022

Subject:

State Legislative Update

Recommendation:

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

- A. Receive and file the action of the Legislative Policy Committee on June 8, 2022, to take a support position on Senate Bill 1121 (Gonzalez).
- B. Receive the June 2022 State Legislative Update.

Background:

Governor's Budget

San Bernardino County Transportation Authority (SBCTA) Legislative Affairs staff, along with representatives from state advocates, California Advisors, LLC, updated the Legislative Policy Committee on June 8, 2022, on pending legislative deadlines and negotiations regarding the state budget.

On May 13, 2022, Governor Newsom presented the Fiscal Year 2022–23 May Revision (Revise) of his initial budget proposal. Overall, the Revise proposes the spending of \$300.6 billion in total state funds, consisting of approximately \$227.3 billion from the General Fund, \$68.9 billion from special funds, and \$4.4 billion from bond funds. General Fund revenues are estimated to be nearly \$55 billion higher than in January. The Revise also includes \$18.1 billion in direct relief to millions of Californians to help offset rising costs and it projects an increase in the minimum wage for millions of workers.

While the Revise anticipates a considerable increase in revenue, it also balances against increased economic uncertainty due to international events, continuing global supply chain disruptions, and persistent record rates of inflation. To hedge against this uncertainty, the Revise reflects \$37.1 billion in budgetary reserves and plans to prepay billions of dollars in state debts and make supplemental deposits into the state's Rainy Day Fund. Additionally, the Revise reflects \$49.2 billion in discretionary surplus, and the overall budget plan spends 94 percent of the discretionary surplus on one-time projects.

Legislative Session

As May ends, there has been a flurry of activity as we reach the halfway point of the 2022 legislative year. Friday, May 20th marked the last day for fiscal committees to hear and report to the floor bills introduced in their house of origin. Accordingly, the Assembly Appropriations Committee and the Senate Appropriations Committee combined to refer over 950 bills to the respective suspense files. Generally, any bill making an appropriation of \$150,000 or more is referred to the suspense file—this rule applies to most bills introduced in any legislative session. Of the roughly 950 bills referred to the suspense file, approximately 740 survived a suspense

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

hearing on May 19th and were reported to the floor of the house of origin—Assembly or Senate. Approximately 219 bills were held in Appropriations, i.e., those bills did not survive the suspense hearing and are effectively dead.

Additionally, Friday, May 27th marked another critical point in the legislative term: the house of origin deadline. At the house of origin deadline, any bill introduced must pass out of its house of origin and be reported to the opposite house. In this second year of the two-year legislative session, 1,522 bills were introduced in the Assembly and 760 were introduced in the Senate.

Upcoming Legislative Deadlines:

- June 15th - Budget bill must be passed by midnight.
- June 30th - Last day for a legislative measure to qualify for the Nov. 8th General Election ballot.
- July 1st - Last day for policy committees to meet and report bills.

Attachment A contains a list of legislative bills that the San Bernardino County Transportation Authority (SBCTA)/San Bernardino Associated Governments (SBCOG) have taken a position on. Attachment B reflects bills of interest to SBCTA and SBCOG.

Per Policy 10000, III.D., the Legislative Policy Committee (LPC) shall, “Consistent with the Board-adopted platform, take official positions of support or opposition to State and Federal legislation or regulations on behalf of the Board of Directors and report all positions taken to the Board in a timely manner.” Note action taken by the Legislative Policy Committee on June 8, 2022, on behalf of the SBCTA and SBCOG, approved a support position on Senate Bill (SB) 1121 (Gonzalez). SB 1121 will require the California Transportation Commission to prepare a needs assessment of the cost to operate, maintain, and provide for the necessary future growth of the state and local transportation system for the next 10 years.

Financial Impact:

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

Reviewed By:

This item was received by the Legislative Policy Committee on June 8, 2022. **The Legislative Policy Committee unanimously approved taking a support position on Senate Bill 1121 (Gonzalez).**

Responsible Staff:

Otis Greer, Director of Legislative and Public Affairs

Approved
 Board of Directors
 Date: July 6, 2022

Witnessed By:

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY (SBCTA) / COUNCIL OF GOVERNMENTS (SBCOG)
LEGISLATIVE BILL POSITIONS - June 2022

ATTACHMENT

Legislation / Author	Description	Bill Status	Position	Date Position Adopted
AB 1260 (Chen)	Exempt from the requirements of the California Environmental Quality Act (CEQA) projects by a public transit agency to construct or maintain infrastructure to charge or refuel zero-emission trains.	Held in Senate Appropriations Committee, DEAD (8/27/21)	Support / Sponsor	3/10/2021
SB 9 (Atkins)	Would require a local government to ministerially approve a housing development containing two residential units in single-family residential zones. Would also require local governments to ministerially approve urban lot splits.	Approved by the Governor. (9/16/21)	Oppose	3/10/2021
AB 1296 (Kamlager)	Would increase the number of members of the board of the South Coast Air Quality Management District to 15 members by adding 2 environmental justice appointees, one appointed by the Senate Committee on Rules and one appointed by the Speaker of the Assembly.	Failed committee deadline, DEAD (1/21/22)	Oppose	3/10/2021
SB 266 (Newman)	Provide assistance acquiring and accepting land immediately adjacent to, and that expands, Chino Hills State Park, by transferring three properties into the state park system.	Approved by the Governor. (10/09/21)	Support	4/14/2021

Attachment: Bill position matrix 6-22 (8707 : State Legislative Update)

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY (SBCTA) / COUNCIL OF GOVERNMENTS (SBCOG)
LEGISLATIVE BILL POSITIONS - June 2022

Legislation / Author	Description	Bill Status	Position	Date Position Adopted
SB 623 (Newman)	Update SB 1268 to be consistent with the Legislature's intent to protect toll road users' information from being used inappropriately while also ensuring toll agencies can operate their business without litigation.	Failed committee deadline, 2 year bill (4/30/21)	Support	4/14/2021
AB 703 (Rubio)	Remove the requirements of the Ralph M. Brown Act particular to teleconferencing and allow for teleconferencing subject to existing provisions regarding the posting of notice of an agenda and the ability of the public to observe the meeting and provide public comment.	Failed committee deadline, DEAD (1/21/22)	Support	4/14/2021
AB 744 (Rodriguez)	Allow the California Department of Transportation to relinquish approximately eight miles of State Route 83 to the City of Ontario.	Approved by the Governor. (9/22/21)	Support	4/14/2021
SB 278 (Leyva)	Establish new procedures and requirements for employees covered by the California Public Employee Retirement System (CalPERS) in cases where their pensionable benefits are erroneously calculated and reported to CalPERS by their employer.	Approved by the Governor. (9/22/27)	Work With Author	4/14/2021
SB 840 (Holden)	Require the county transportation commissions in the Counties of Los Angeles and San Bernardino to jointly develop, in consultation with certain governmental agencies, a funding and implementation program for regional transit services to include service to international airports within the multicounty region.	Failed committee deadline, DEAD (1/14/22)	Oppose	4/14/2021

Attachment: Bill position matrix 6-22 (8707 : State Legislative Update)

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY (SBCTA) / COUNCIL OF GOVERNMENTS (SBCOG)
LEGISLATIVE BILL POSITIONS - June 2022

Legislation / Author	Description	Bill Status	Position	Date Position Adopted
SB 922 (Weiner)	Removes the sunsets on the CEQA exemptions contained in SB 288 which will help to continue streamlining approvals for critical transportation projects.	Assembly Floor First Reading (5/16/22)	Support	3/9/2022
AB 2120 (Ward)	Applies formula from the former federal Highway Bridge Replacement and Rehabilitation Program to the distribution of new bridge formula funding from the Infrastructure Investment and Jobs Act (IIJA), allocating 55% to local projects.	Held in Assembly Appropriations Committee, DEAD (5/20/22)	Support	3/9/2022
SB 942 (Newman)	Allows transit agencies to use of LCTOP funds for on-going reduced or free transit fare programs.	Referred to Assembly Transportation Committee (5/19/22)	Support	3/9/2022
AB 1778 (Garcia)	Prohibits state funds and personnel to be used on freeway expansion projects.	Passed off Assembly Floor, ordered to Senate. (5/25/22)	Oppose	4/13/2022
AB 2237 (Friedman)	Requires SCAG to prioritize local projects in RTIP based on State climate goals.	Passed off Assembly Floor, ordered to Senate. (5/25/22)	Oppose	4/13/2022
AB 2438 (Friedman)	Requires some SB 1 and existing state funding programs to fund only projects that align with State climate goals.	Passed off Assembly Floor, ordered to Senate. (5/25/22)	Oppose	4/13/2022
AB 2594 (Ting)	Installs requirements on tolling agencies regarding toll violations and noticing.	Passed off Assembly Floor, ordered to Senate. (5/25/22)	Oppose	4/13/2022

Attachment: Bill position matrix 6-22 (8707 : State Legislative Update)

Status Report

Thursday, May 26, 2022

ATTACHMENT

[AB 682](#) [Bloom](#) D (Dist. 50) Planning and zoning: density bonuses: cohousing buildings.**Location:** SENATE HOUSING

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Current law, commonly referred to as the Density Bonus Law, requires a city or county to provide a developer that proposes a housing development within the city or county with a density bonus and other incentives or concessions as specified, if the developer agrees to construct, among other options, specified percentages of units for moderate income, lower income, or very low income households and meets other requirements. This bill would additionally require that a density bonus be provided under these provisions to a developer who agrees to construct a housing development that is a cohousing building, as defined, that meets specified requirements and will contain either 10% of the total square footage for lower income households, as defined, or 5% of the total square footage for very low income households, as defined.

Position: Watch**[AB 916](#) [Salas](#) D (Dist. 32) Zoning: accessory dwelling units: bedroom addition.****Location:** SENATE HOUSING

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

The Planning and Zoning Law authorizes the legislative body of any county or city to adopt ordinances that regulate the use of buildings, structures, and land as between industry, business, residences, open space, and other purpose. This bill would prohibit a city or county legislative body from adopting or enforcing an ordinance requiring a public hearing as a condition of adding space for additional bedrooms or reconfiguring existing space to increase the bedroom count within an existing house, condominium, apartment, or dwelling. The bill would include findings that ensuring adequate housing is a matter of statewide concern and is not a municipal affair, and that the provision applies to all cities, including charter cities.

Position: Watch**[AB 1037](#) [Grayson](#) D (Dist. 14) Infrastructure construction: digital construction management technologies.****Location:** SENATE SECOND READING

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Would require the Department of General Services to develop guidance, policies, and procedures for the integration and development of digital construction technologies for use on a civil infrastructure project, as defined, that is developed by specified state entities and has a state project cost of greater than \$50,000,000. The bill would require the guidance, policies, and procedures to be published in the State Administrative Manual and the State Contracting Manual, as appropriate, by January 1, 2023. The bill would require the guidance, policies, and procedures to include, among other things, the method for a state department to implement a requirement that a bid or proposal for a civil infrastructure project contract include a digital construction management plan, as specified.

[AB 1154](#) [Patterson](#) R (Dist. 23) California Environmental Quality Act: exemption: egress route projects: fire safety.**Location:** SENATE E.Q.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Would, until January 1, 2029, exempt from CEQA egress route projects undertaken by a public agency to improve

Attachment: Bill Report 5-26-22 (8707 : State Legislative Update)

emergency access to and evacuation from a subdivision without a secondary egress if the State Board of Fire and Fire Protection has recommended the creation of a secondary access to the subdivision and certain conditions are met. The bill would require the lead agency to hold a noticed public meeting to hear and respond to public comments before determining that a project is exempt. The bill would require the lead agency, if it determines that a project is not subject to CEQA and approves or carries out that project, to file a notice of exemption with the Office of Planning and Research and with the clerk of the county in which the project will be located.

AB 1384 Gabriel D (Dist. 45) Resiliency Through Adaptation, Economic Vitality, and Equity Act of 2022.

Location: SENATE THIRD READING

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the Natural Resources Agency to release a draft of the state's climate adaptation strategy, known as the Safeguarding California Plan, by January 1, 2017, and every 3 years thereafter, to update the plan by July 1, 2017, and every 3 years thereafter, and to coordinate with other state agencies to identify vulnerabilities to climate change by sectors and priority actions needed to reduce the risks in those sectors. Existing law requires, to address the vulnerabilities identified in the plan, state agencies to maximize specified objectives. This bill would instead require the agency to release the draft plan by January 1, 2024, and every 3 years thereafter, and to update the plan by July 1, 2024, and every 3 years thereafter.

AB 1445 Levine D (Dist. 10) Planning and zoning: regional housing need allocation: climate change impacts.

Location: SENATE HOUSING

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would, commencing January 1, 2025, require that a council of governments, a delegate subregion, or the Department of Housing and Community Development, as applicable, additionally consider among these factors emergency evacuation route capacity, wildfire risk, sea level rise, and other impacts caused by climate change.

AB 1624 Ting D (Dist. 19) Budget Act of 2022.

Location: ASSEMBLY BUDGET

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would make appropriations for the support of state government for the 2022–23 fiscal year. This bill contains other related provisions.

Position: Watch

AB 1626 Nguyen R (Dist. 72) Motor Vehicle Fuel Tax Law: limitation on adjustment.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Existing law, the Motor Vehicle Fuel Tax Law, administered by the California Department of Tax and Fee Administration, imposes a tax upon each gallon of motor vehicle fuel removed from a refinery or terminal rack in this state, entered into this state, or sold in this state, at a specified rate per gallon. Existing law requires the department to annually adjust the tax imposed by increasing the rates based on the California Consumer Price Index, as specified. This bill would limit the above-described annual adjustment to a maximum of 2% for rate adjustments made on or after July 1, 2023. This bill contains other related provisions.

AB 1638 Kiley R (Dist. 6) Motor Vehicle Fuel Tax Law: suspension of tax.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would suspend the imposition of the tax on motor vehicle fuels for 6 months. The bill would direct the Controller to transfer a specified amount from the General Fund to the Motor Vehicle Fuel Account in the Transportation Tax Fund. By transferring General Fund moneys to a continuously appropriated account, this bill would make an appropriation.

AB 1680 Lee D (Dist. 25) Transportation: prohibition orders.

Location: SENATE TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Current law authorizes the Sacramento Regional Transit District, the Los Angeles County Metropolitan Transportation Authority, the Fresno Area Express, and the San Francisco Bay Area Rapid Transit District (BART) to issue a prohibition order to any person who is cited 3 times within a period of 90 days for specified infractions committed in or on a vehicle, bus stop, or train or light rail station of a transit district or a property, facility, or vehicle upon which BART owes policing responsibilities, or to any person who is arrested or convicted for a misdemeanor or felony committed in or on a vehicle, bus stop, or light rail station of the transit district for acts involving violence, threats of violence, lewd or lascivious behavior, or possession for sale or sale of a controlled substance. Current law makes those prohibition orders subject to an automatic stay and prohibits a prohibition order from taking effect until the latest of 11 calendar days after delivery of the prohibition order, 11 calendar days after delivery of the results of a timely requested initial review of the prohibition order, or the date a hearing officer's decision is delivered if an administrative hearing was timely requested, as specified. This bill would instead prohibit a prohibition order from taking effect until the latest of 12, rather than 11, calendar days after delivery of the prohibition order, 12, rather than 11, calendar days after delivery of the results of a timely requested initial review of the prohibition order, or the date a hearing officer's decision is delivered if an administrative hearing was timely requested.

AB 1749 Garcia, Cristina D (Dist. 58) Community emissions reduction programs: toxic air contaminants and criteria air pollutants.

Location: ASSEMBLY THIRD READING

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Current law requires the State Air Resources Board, based on the assessment and identification of communities with high cumulative exposure burdens, to select locations around the state for preparation of community emissions reduction programs. Current law requires an air district encompassing any location selected by the state board to adopt, within one year of the state board's selection, a community emissions reduction program to achieve emission reductions for the location selected using cost-effective measures, as specified. Current law also requires an air district to submit the community emissions reduction program to the state board for review and approval as prescribed, and to prepare an annual report summarizing the results and actions taken to further reduce emissions pursuant to the community emissions reduction program, among other things. This bill would require the state board to identify in each statewide strategy update measures to reduce criteria air pollutants and toxic air contaminants. The bill would authorize an air district that is required to adopt a community emissions reduction program to take up to one additional year to adopt the program, if the community steering committee agrees. The bill would require an air district that is required to adopt a community emissions reduction program to additionally include in its annual report a summary of updates to the program made to ensure consistency with the statewide strategy.

AB 1778 Garcia, Cristina D (Dist. 58) State transportation funding: freeway projects: poverty and pollution: Department of Transportation.

Location: SENATE DESK

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Current law authorizes the Department of Transportation to do any act necessary, convenient, or proper for construction, improvement, maintenance, or use of all highways that are under its jurisdiction, possession, or control. Current law requires the department to prepare and submit to the Governor a proposed budget, as provided. This bill would require the department to consult the California Healthy Places Index, as defined, as a condition of using state funds or personnel time to fund or permit freeway projects, as provided. The bill would require the department to analyze housing and environmental variables through the index, as provided, and would prohibit any state funds or personnel time from being used to fund or permit freeway projects in areas that fall within the zero to 50th percentile on the housing and environmental variables analyzed through the index, as provided.

Position: Oppose

AB 1833 Ward D (Dist. 78) San Diego Metropolitan Transit Development Board: North County Transit District: consolidated agency: public contracting.

Location: SENATE TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Mills-Deddeh Transit Development Act establishes the San Diego Metropolitan Transit Development Board, also known as the San Diego Metropolitan Transit System, with specified powers and duties related to the operation of public transit services in a portion of the County of San Diego. Current law requires the board, North County Transit District, and consolidated agency to follow specified procedures when contracting for certain services, the acquisition or lease of materials, supplies, or equipment, architectural, landscape architectural, engineering, environmental, land surveying, or construction project management services. Existing law requires those entities to follow different procedures when the amount of the contract exceeds specified thresholds. This bill would increase those thresholds from \$100,000, or \$50,000 in certain instances, to \$150,000, and would make other clarifying changes, as specified.

AB 1919 Holden D (Dist. 41) Youth Transit Pass Pilot Program: free youth transit passes.

Location: ASSEMBLY THIRD READING

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes the Department of Transportation to administer various programs and allocates moneys for various public transportation purposes. Upon the appropriation of moneys by the Legislature, this bill would create the Youth Transit Pass Pilot Program, administered by the department, for purposes of awarding grants to transit agencies for the costs of creating, designing, developing, advertising, and distributing free youth transit passes to persons 25 years of age and under, providing free transit service to holders of those passes, and administering and participating in the program, as specified. The bill would require the department to submit an interim report to specified committees of the Legislature on or before January 1, 2027, on, among other things, the outcomes of the program and the funding conditions associated with offering free youth transit passes, the status of transit pass programs statewide, and whether these provisions led to reductions in the emissions of greenhouse gases and vehicle miles traveled, as provided.

AB 1938 Friedman D (Dist. 43) Transit and Intercity Rail Recovery Task Force.

Location: SENATE DESK

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law provides for the funding of public transit and intercity rail, including under the Transportation Development Act. This bill would require the Secretary of Transportation, on or before July 1, 2023, to establish and convene the Transit and Intercity Rail Recovery Task Force to include representatives from the department and various local agencies, academic institutions, and nongovernmental organizations. The bill would require the task force to develop a structured, coordinated process for early engagement of all parties to develop policies to grow

transit and intercity rail ridership and improve transit and intercity rail operations for users of those services

AB 1944 Lee D (Dist. 25) Local government: open and public meetings.

Location: ASSEMBLY THIRD READING

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

The Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. The act contains specified provisions regarding the timelines for posting an agenda and providing for the ability of the public to observe and provide comment. The act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency's jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. This bill would require the agenda to identify any member of the legislative body that will participate in the meeting remotely.

AB 2039 Rivas, Luz D (Dist. 39) Los Angeles County Metropolitan Transportation Authority: job order contracting: pilot program.

Location: SENATE TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Would establish a pilot program to authorize the Los Angeles County Metropolitan Transportation Authority to use job order contracting as a procurement method. The bill would impose a \$5,000,000 cap on awards under a single job order contract and a \$1,000,000 cap on any single job order. The bill would limit the term of an initial contract to a maximum of 12 months, with extensions as prescribed. The bill would establish various additional procedures and requirements for the use of job order contracting under this authorization. The bill would require the authority, on or before January 1, 2027, to submit to the appropriate policy and fiscal committees of the Legislature a report on the use of job order contracting under the bill. These provisions would be repealed on January 1, 2028.

AB 2046 Medina D (Dist. 61) University of California: Inland Rising Fund.

Location: ASSEMBLY THIRD READING

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

The University of California comprises 10 institutions of higher education, which are located in the Cities of Berkeley, Davis, Irvine, Los Angeles, Merced, Riverside, San Diego, San Francisco, Santa Barbara, and Santa Cruz. This bill would establish the Inland Rising Fund, the moneys in which would be allocated to the University of California, upon appropriation by the Legislature, to support the multiyear operating costs for the development, operation, and maintenance of economic development and innovative climate change research efforts and health care and medical research operations at the University of California, Riverside, and the University of California, Merced.

Position: Watch

AB 2057 Carrillo D (Dist. 51) Transportation Agency: goods movement data.

Location: ASSEMBLY THIRD READING

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Would require the Transportation Agency to collect and consolidate specified data related to goods movement in the

transportation supply chain and would require the agency to make this data publicly available on its internet website.

The bill would require all maritime ports to collect specified data and statistics from trucking companies and provide the data to the agency. To the extent this bill would impose additional duties on local agencies operating a maritime port, the bill would impose a state-mandated local program.

AB 2097 Friedman D (Dist. 43) Residential and commercial development: parking requirements.

Location: ASSEMBLY THIRD READING

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would prohibit a public agency from imposing a minimum automobile parking requirement, or enforcing a minimum automobile parking requirement, on residential, commercial, or other development if the development is located on parcel that is within one-half mile of public transit, as defined. When a project provides parking voluntarily, the bill would authorize a public agency to impose specified requirements on the voluntary parking. The bill would prohibit these provisions from reducing, eliminating, or precluding the enforcement of any requirement imposed on a new multifamily or nonresidential development to provide electric vehicle supply equipment installed parking spaces or parking spaces that are accessible to persons with disabilities. The bill would exempt certain commercial parking requirements from these provisions if the requirements of the bill conflict with an existing contractual agreement of the public agency that was executed before January 1, 2023.

AB 2237 Friedman D (Dist. 43) Transportation planning: regional transportation improvement plan: sustainable communities strategies: climate goals.

Location: SENATE DESK

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires certain transportation planning agencies to prepare and adopt regional transportation plans directed at achieving a coordinated and balanced regional transportation system. Existing law requires each regional transportation plan to also include a sustainable communities strategy prepared by each metropolitan planning organization. Current law requires each regional transportation planning agency or county transportation commission to biennially adopt and submit to the California Transportation Commission and the Department of Transportation a 5-year regional transportation improvement program that includes, among other things, regional transportation improvement projects and programs proposed to be funded, in whole or in part, in the state transportation improvement program. This bill would require that those projects and programs included in each regional transportation improvement program also be consistent with the most recently prepared sustainable communities strategy of the regional transportation planning agency or county transportation commission and the state's climate goals, as defined. The bill would require each regional transportation planning agency or county transportation commission to rank all transportation projects and prioritize projects based on adherence to its most recently adopted sustainable communities strategy and the state's climate goals, prioritize funding and implementing projects in the order of prioritization, and submit the prioritized list to the state board and the California Transportation Commission.

Position: Oppose

AB 2254 Muratsuchi D (Dist. 66) State highways: Route 107: relinquishment.

Location: SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the California Transportation Commission to relinquish to local agencies state highway portion that have been deleted from the state highway system by legislative enactment, and authorizes relinquishment in certain other cases. This bill would authorize the commission to relinquish to the City of Redondo Beach the portion of State Route 107 within the city limits and prescribe conditions that apply upon relinquishment.

AB 2270 Seyarto R (Dist. 67) Authorized emergency vehicles.

Location: SENATE TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Current law provides for the exemption of authorized emergency vehicles, as defined, from the payment of a toll or charge on a vehicular crossing, toll highway, or high-occupancy toll (HOT) lane and any related fines, when the authorized emergency vehicle is being driven under specified conditions, including that the vehicle displays public agency identification and is being driven while responding to, or returning from, an urgent or emergency call. Under current law, an authorized emergency vehicle returning from being driven under those specified conditions is not exempt from a requirement to pay a toll or other charge imposed while traveling on a HOT lane. This bill would require the owner or operator of a toll facility, upon the request of the local emergency service provider, to enter into an agreement for the use of a toll facility.

AB 2271 Gipson D (Dist. 64) Los Angeles County Metropolitan Transportation Authority: contracting: local businesses.

Location: SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Current law authorizes the Los Angeles County Metropolitan Transportation Authority (LA Metro) to provide for a small business preference of 5% of the lowest responsible bidder meeting specifications, with respect to contracts in construction, the construction component of a design-build team, the procurement of goods, or the delivery of services. Current law also authorizes LA Metro to set aside work for competition, until January 1, 2024, (1) among certified small business enterprises and award each contract to the certified small business enterprise that is the lowest responsible bidder whenever the expected expenditure required exceeds \$5,000 but is less than \$3,000,000, as specified, and (2) among medium business enterprises for no more than 20 contracts and award each contract to the medium business enterprise that is the lowest responsible bidder whenever the expected expenditure required exceeds \$3,000,000 but is less than \$30,000,000, as provided. Current law defines a small business enterprise and medium business enterprise for these purposes. This bill would authorize LA Metro to also provide for a local small business enterprise preference of 5% of the lowest responsible bidder meeting specifications, with respect to contracts in construction, the construction component of a design-build team, the procurement of goods, or the delivery of services, and to provide the preference to nonlocal businesses if the bid includes a 30% participation by local small business enterprises. The bill would define a local small business enterprise for these purposes.

Position: Watch

AB 2344 Friedman D (Dist. 43) Wildlife connectivity: transportation projects.

Location: SENATE DESK

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Current law authorizes the Department of Fish and Wildlife (DFW) to approve compensatory mitigation credits for wildlife connectivity actions taken under specified programs. Current law vests the Department of Transportation (Caltrans) with full possession and control of the state highway system. Current law requires Caltrans to complete assessments of potential barriers to anadromous fish prior to commencing any project using state or federal transportation funds and requires projects to be constructed without presenting barriers to fish passage. This bill would require DFW, in coordination with Caltrans, to establish a wildlife connectivity action plan on or before January 1, 2024, and to update the plan at least once every 5 years thereafter. The bill would require the plan to include, among other things, maps that identify the locations of certain areas, including connectivity areas and natural landscape areas, as defined.

AB 2419 Bryan D (Dist. 54) Environmental justice: federal Infrastructure Investment and Jobs Act: Justice40 Advisory Committee.

Location: SENATE DESK

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law establishes the Strategic Growth Council consisting of specified state agency members and members of the public. Current law requires the council, among other things, to recommend policies and investment strategies and priorities to the Governor, the Legislature, and to appropriate state agencies to encourage the development of sustainable communities, such as those communities that promote equity, strengthen the economy, protect the environment, and promote public health and safety. The federal Infrastructure Investment and Jobs Act (IIJA) provides additional federal funds to rebuild the nation's infrastructures. Executive orders issued by President Biden established the federal Justice40 Initiative with the goal that 40% of the overall federal benefits flow to disadvantaged communities and stating that the implementation of the IIJA should prioritize investing public dollars equitably, including through the Justice40 Initiative. This bill would require a minimum of 40% of funds received by the state under the IIJA and certain other federal funds to be allocated to projects that provide direct benefits to disadvantaged communities and, except as specified, a minimum of an additional 10% be allocated for projects that provide direct benefits to low-income households and low-income communities, as provided.

AB 2438 Friedman D (Dist. 43) Transportation funding: alignment with state plans and greenhouse gas emissions reduction standards.

Location: SENATE DESK

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law provides for the funding of projects on the state highway system and other transportation improvements, including under the state transportation improvement program, the state highway operation and protection program, the Solutions for Congested Corridors Program, the Trade Corridor Enhancement Program, and the program within the Road Maintenance and Rehabilitation Program commonly known as the Local Partnership Program. This bill would require the agencies that administer those programs to revise the guidelines or plans applicable to those programs to ensure that projects included in the applicable program align with the California Transportation Plan, the Climate Action Plan for Transportation Infrastructure adopted by the Transportation Agency, and specified greenhouse gas emissions reduction standards.

Position: Oppose

AB 2441 Kalra D (Dist. 27) Public employment: local public transit agencies: new technologies.

Location: SENATE L., P.E. & R.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law creates various transit districts and prescribes requirements applicable to their labor relations, including those that address the recognition and certification of exclusive employee representatives, unit determinations, and procedures for meeting and conferring on matter subject to collective bargaining. This bill would prescribe requirements for public transit employers in connection with the introduction of new technologies for public transit services that introduce new products, services, or type of operation, as specified, or that eliminate jobs or job functions of the workforce to which they apply. The bill would require a public transit employer to provide notice, as specified, to the applicable exclusive employee representative of its intention to begin any procurement process or plan to acquire or deploy to new technologies for public transit services, as described above, not less than 12 months before commencing the process, plan, or deployment.

AB 2449 Rubio, Blanca D (Dist. 48) Open meetings: local agencies: teleconferences.

Location: ASSEMBLY THIRD READING

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. The act contains specified provisions regarding the timelines for posting an agenda and providing for the ability of the public to observe and provide comment. The act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency's jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. This bill would revise and recast those teleconferencing provisions and, until January 1, 2028, would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements that each teleconference location be identified in the notice and agenda and that each teleconference location be accessible to the public if at least a quorum of the members of the legislative body participates in person from a singular physical location clearly identified on the agenda that is open to the public and situated within the local agency's jurisdiction.

AB 2462 Valladares R (Dist. 38) Neighborhood electric vehicles: County of Los Angeles: Westside Planned Communities.

Location: SENATE TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law imposes certain restrictions on the use of low-speed vehicles on public streets and highways, and generally requires an operator of a low-speed vehicle to have a driver's license. A low-speed vehicle is also known as a neighborhood electric vehicle (NEV). A violation of the Vehicle Code is an infraction, unless otherwise specified. Current law authorizes certain local agencies to establish a NEV transportation plan subject to certain requirements. A person operating a NEV in a plan area in violation of certain provisions is guilty of an infraction punishable by a fine not exceeding \$100. This bill would authorize the County of Los Angeles to establish a similar NEV transportation plan for the Westside Planned Communities in that county, subject to the same penalties. The bill would require a report to the Legislature by August 31, 2028, containing certain information and recommendations related to the NEV transportation plan. The bill would repeal these provisions on January 1, 2040.

AB 2480 Arambula D (Dist. 31) Rehabilitation services: persons with vision loss.

Location: SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would, until January 1, 2026, subject to an appropriation of funds in the annual Budget Act, require the Department of Rehabilitation to establish pilot projects in at least 6 counties to provide services to adults who are blind or have low vision to enable them to transition to the community from institutional settings or to avoid placement in an institutional setting. The bill would require the department to award grants to private organizations with demonstrated expertise in serving adults who are blind or have low vision, and would specify the services that may be provided by those grantees, including orientation and mobility services and daily living skills instruction. The bill would require participating organizations to report specified information to the department and the Legislature no later than December 31, 2025.

AB 2514 Dahle, Megan R (Dist. 1) State Highway System Management Plan: underserved rural communities.

Location: SENATE DESK

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the Department of Transportation to prepare a State Highway System Management Plan that consists of both a 10-year state highway rehabilitation plan and a 5-year maintenance plan. Current law requires the department to make a draft of its proposed plan available to regional transportation agencies for review and comment, and requires the department to submit the draft plan to the California Transportation Commission for review and comment by February 15 of each odd-numbered year. Current law requires the department to transmit the final plan to the Governor and the Legislature by June 1 of each odd-numbered year. This bill would require the State Highway System Management Plan prepared by the department to also include a comprehensive evaluation of the current state of transportation in underserved rural communities and a transportation needs assessment of the cost to operate, maintain, and provide for the transportation system in underserved rural communities, as specified.

Position: Watch

AB 2594 Ting D (Dist. 19) Vehicle registration and toll charges.

Location: SENATE DESK

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the application for an original driver's license or renewal of a driver's license to contain specified information, including the applicant's name, age, gender category, mailing address, and residence address. Commencing January 1, 2027, this bill would require the application for an original driver's license or renewal of a driver's license to include a statement that the applicant may also need to change their address for purposes of their vehicle registration.

Position: Oppose

AB 2647 Levine D (Dist. 10) Local government: open meetings.

Location: SENATE GOV. & F.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law makes agendas of public meetings and other writings distributed to the members of the governing board disclosable public records, with certain exceptions. Current law requires a local agency to make those writings distributed to the members of the governing board less than 72 hours before a meeting available for public inspection, as specified, at a public office or location that the agency designates. Current law also requires the local agency to list the address of the office or location on the agenda for all meetings of the legislative body of the agency. Current law authorizes a local agency to post the writings on the local agency's internet website in a position and manner that makes it clear that the writing relates to an agenda item for an upcoming meeting. This bill would instead require a local agency to make those writings distributed to the members of the governing board available for public inspection at a public office or location that the agency designates and list the address of the office or location on the agenda for all meetings of the legislative body of the agency unless the local agency meets certain requirements, including the local agency immediately posts the writings on the local agency's internet website in a position and manner that makes it clear that the writing relates to an agenda item for an upcoming meeting.

AB 2731 Ting D (Dist. 19) Schoolbuses: zero-emission vehicles.

Location: ASSEMBLY THIRD READING

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require, commencing January 1, 2035, 100% of all newly purchased or contracted schoolbuses of a school district, county office of education, or charter school to be zero-emission vehicles, where feasible. The bill would, in order to comply with that requirement, authorize local educational agencies, as defined, to request a one-time extension with the State Department of Education for a term not to exceed two years if a local educational agency determines that the purchase or contracting of a zero-emission schoolbus is not feasible due to both terrain and

route constraints. To the extent this requirement imposes additional duties on local educational agencies in connection with federally required pupil transportation services that go beyond the requirements in federal law, the bill would impose a state-mandated local program.

AB 2840 Reyes D (Dist. 47) Qualifying logistics use projects.

Location: ASSEMBLY THIRD READING

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

The Planning and Zoning Law sets forth various requirements relating to the review of development project permit applications and the issuance of development permits for specified classes of development projects. This bill would prohibit a local agency from approving the development or expansion of any qualifying logistics use, as defined, that is adjacent to sensitive receptors, as defined, unless the local agency imposes a minimum setback on the qualifying logistics use of 1,000 feet or imposes alternative measures that will reduce the project's impact on the public health and safety in a comparable manner, as specified. The bill would require a local agency, before approving a qualifying logistics use, to require the project applicant to develop a prescribed written construction careers agreement that requires all construction work for the qualifying logistics use project to use a skilled and trained workforce, and that requires a set percentage of jobs created by the qualifying logistics use project to go to local residents.

Position: Watch

AB 2949 Lee D (Dist. 25) Vehicles: toll exemptions.

Location: SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Under current law, a person who enters a vehicular crossing becomes liable for any tolls imposed. Current law prescribes the means by which a toll may be collected or paid, including by the use of an electronic transponder or by means of capturing a license plate number and billing the registered owner. Current law prohibits a person from evading, or attempting to evade, the payment of tolls on any vehicular crossing or toll highway. A violation of this prohibition is subject to civil penalties, but it is not a crime. This bill would exempt vehicles registered to a veteran and displaying a specialized veterans license plate, as specified, from payment of a toll or related fines on a toll road toll bridge, toll highway, a vehicular crossing, or any other toll facility, except a high-occupancy toll lane.

ACA 1 Aguiar-Curry D (Dist. 4) Local government financing: affordable housing and public infrastructure voter approval.

Location: ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

The California Constitution prohibits the ad valorem tax rate on real property from exceeding 1% of the full cash value of the property, subject to certain exceptions. This measure would create an additional exception to the 1% limit that would authorize a city, county, city and county, or special district to levy an ad valorem tax to service bonded indebtedness incurred to fund the construction, reconstruction, rehabilitation, or replacement of public infrastructure, affordable housing, or permanent supportive housing, or the acquisition or lease of real property for those purposes, if the proposition proposing that tax is approved by 55% of the voters of the city, county, or city and county, as applicable, and the proposition includes specified accountability requirements.

Position: Watch

ACA 5 Voepel R (Dist. 71) Motor vehicles: fuel taxes, sales and use taxes, and fees: expenditure restrictions.

Location: ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

The California Constitution restricts the expenditure of revenues from taxes imposed by the state on fuels upon motor vehicles upon public streets and highways to street and highway and certain mass transit purposes. These restrictions do not apply to revenues from taxes or fees imposed under the Sales and Use Tax Law or the Vehicle License Fee Law. This measure would explicitly restrict the expenditure of all interest earned and other increment derived from the investment of those tax revenues and any proceeds from the lease or sale of real property acquired using those tax revenues only for the purposes described above.

ACR 140 O'Donnell D (Dist. 70) Freight transportation: supply chain.

Location: ASSEMBLY J., E.D. & E.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would declare and recognize that the state is currently suffering a supply chain crisis. The measure would urge the state's public agencies, departments, and local governments to provide all due and proper assistance to carriers, cargo owners, public seaports, terminals, workers, and facilities to facilitate the essential service of delivering goods to Californians.

SB 149 Committee on Budget and Fiscal Review Budget Act of 2022.

Location: ASSEMBLY BUDGET

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would express the intent of the Legislature to enact statutory changes relating to the Budget Act of 2022.

Position: Watch

SB 542 Limón D (Dist. 19) Sales and use taxes: exemption: medium- or heavy-duty zero-emission trucks.

Location: ASSEMBLY REV. & TAX

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current sales and use tax laws impose taxes on retailers measured by gross receipts from the sale of tangible personal property sold at retail in this state, or on the storage, use, or other consumption in this state of tangible personal property purchased from a retailer for storage, use, or other consumption in this state, measured by sales price. The Sales and Use Tax Law provides various exemptions from those taxes. This bill would provide an exemption from those taxes with respect to the sale in this state of, and the storage, use, or other consumption in this state of, a qualified motor vehicle. The bill would define "qualified motor vehicle" as a specified zero-emission truck. The bill would disallow the exemption for sales or uses made on or after January 1, 2025, if the purchaser also received other specified benefits.

SB 852 Dodd D (Dist. 3) Climate resilience districts: formation: funding mechanisms.

Location: ASSEMBLY DESK

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes the legislative body of a city or a county to establish an enhanced infrastructure financing district to finance public capital facilities or other specified projects of communitywide significance, including projects that enable communities to adapt to the impacts of climate change. Current law also requires the legislative body to establish a public financing authority, defined as the governing board of the enhanced infrastructure financing district, prior to the adoption of a resolution to form an enhanced infrastructure district and adopt an infrastructure financing plan. This bill would authorize a city, county, city and county, special district, or a combination of any of those entities to form a climate resilience district, as defined, for the purposes of raising and allocating funding for eligible projects and the operating expenses of eligible projects. The bill would deem each district to be an enhanced infrastructure financing district and would require each district to comply with existing law concerning enhanced

infrastructure financing districts, unless the district is specified as otherwise. The bill would require a district finance only specified projects that meet the definition of an eligible project. The bill would define “eligible project” to mean projects that address sea level rise, extreme heat, extreme cold, the risk of wildfire, drought, and the risk of flooding, as specified.

Position: Watch

SB 886 [Wiener D \(Dist. 11\)](#) **California Environmental Quality Act: exemption: public universities: university housing development projects.**

Location: ASSEMBLY DESK

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would, until January 1, 2030, exempt from CEQA a university housing development project, as defined, carried out by a public university, as defined, on real property owned by the public university if the project meets certain requirements and the project is not located, in whole or in part, on certain sites, including a site that is within a special flood hazard area subject to inundation by a 1% annual chance flood or within a regulatory floodway as determined by the Federal Emergency Management Agency, as provided. The bill, with respect to a site that is within a special flood hazard area subject to inundation by a 1% annual chance flood or within a regulatory floodway, would prohibit a local government from denying an application on the basis that a public university did not comply with any additional permit requirement, standard, or action adopted by that local government applicable to the site if the public university is able to satisfy all applicable federal qualifying criteria in order to demonstrate that the site meets these criteria and is otherwise eligible to be exempt from CEQA pursuant to the above requirements.

Position: Watch

SB 922 [Wiener D \(Dist. 11\)](#) **California Environmental Quality Act: exemptions: transportation-related projects.**

Location: ASSEMBLY DESK

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Environmental Quality Act (CEQA) until January 1, 2030, exempts from its requirements bicycle transportation plans for an urbanized area for restriping of streets and highways, bicycle parking and storage, signal timing to improve street and highway intersection operations, and related signage for bicycles, pedestrians, and vehicles under certain conditions. This bill would delete the requirement that the bicycle transportation plan is for an urbanized area. The bill would extend the exemption to an active transportation plan or pedestrian plan. The bill would define “active transportation plan” and “pedestrian plan.” The bill would specify that individual projects that are a part of an active transportation plan or pedestrian plan remain subject to the requirements of CEQA unless those projects are exempt by another provision of law.

Position: Support

SB 942 [Newman D \(Dist. 29\)](#) **Low Carbon Transit Operations Program: free or reduced fare transit program.**

Location: ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law continuously appropriates specified portions of the annual proceeds in the Greenhouse Gas Reduction Fund to various programs, including 5% for the Low Carbon Transit Operations Program, which is administered by the Department of Transportation and provides operating and capital assistance for transit agencies to reduce greenhouse gas emissions and improve mobility. Current law requires each of those transit agencies to demonstrate that each expenditure of program moneys allocated to the transit agency reduces the emissions of greenhouse gases and does not supplant another source of funds, to use those moneys to provide transit operating or capital assistance, to use at least 50% of those moneys to benefit disadvantaged communities, and to submit specified

information to the department before seeking a disbursement of those program moneys, as specified. This bill authorizes a transit agency that uses program moneys to fund a free or reduced fare transit program and that demonstrates compliance with the above-described requirements in its initial program application to continue to use those moneys to maintain that program on an ongoing basis without demonstrating continued compliance with those requirements.

Position: Support

SB 959 Portantino D (Dist. 25) Surplus residential property: City of South Pasadena.

Location: ASSEMBLY DESK

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Under current law, a state agency disposing of surplus residential property in the City of South Pasadena is required to first offer the property to former owners and present occupants, as specified, and then to specified present tenants at fair market value. This bill would require a surplus residential property that is located within the City of South Pasadena and that is offered for sale to a present occupant or present tenant of the property, as specified, to be offered at a price based on the appraisal of the property in 2016, if certain conditions apply. The bill would require an offer made or accepted prior to January 1, 2022, that is not in compliance with the bill to be corrected so the price complies with the bill's requirements. The bill would make an offer based on the 2016 appraisal, as required by the bill, only valid until December 31, 2024.

SB 991 Newman D (Dist. 29) Public contracts: progressive design-build: local agencies.

Location: ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would, until January 1, 2029, authorize local agencies, defined as any city, county, city and county, or special district authorized by law to provide for the production, storage, supply, treatment, or distribution of any water from any source, to use the progressive design-build process for public works projects in excess of \$5,000,000, similar to the progressive design-build process authorized for use by the Director of General Services. The bill would require a local agency that uses the progressive design-build process to submit, no later than January 1, 2028, to the appropriate policy and fiscal committees of the Legislature a report on the use of the progressive design-build process containing specified information, including a description of the projects awarded using the progressive design-build process. The bill would require the design-build entity and its general partners or joint venture member to verify specified information under penalty of perjury.

SB 1049 Dodd D (Dist. 3) Transportation Resilience Program.

Location: SENATE CONSENT CALENDAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would establish the Transportation Resilience Program in the Department of Transportation, to be funded in the annual Budget Act from 15% of the available federal National Highway Performance Program funds and 100% of the available federal Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation program funds. The bill would provide for funds to be allocated by the California Transportation Commission for climate adaptation planning and resilience improvements, as defined, that address or mitigate the risk of recurring damage to, or closures of, the state highway system, other federal-aid roads, public transit facilities, and other surface transportation assets from extreme weather events, sea level rise, or other climate change-fueled natural hazards. The bill would establish specified eligibility criteria for projects to receive funding under the program and would require the commission to prioritize projects that meet certain criteria.

SB 1100 Cortese D (Dist. 15) Open meetings: orderly conduct.

Location: ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered	28.b
	1st House				2nd House								

The Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. Current law requires every agenda for regular meetings of a local agency to provide an opportunity for members of the public to directly address the legislative body on any item of interest to the public, before or during the legislative body's consideration of the item, that is within the subject matter jurisdiction of the legislative body. Current law authorizes the legislative body to adopt reasonable regulations to ensure that the intent of the provisions relating to this public comment requirement is carried out, including, but not limited to, regulations limiting the total amount of time allocated for public testimony on particular issues and for each individual speaker. Current law authorizes the members of the legislative body conducting the meeting to order the meeting room cleared and continue in session, as prescribed, if a group or groups have willfully interrupted the orderly conduct of a meeting and order cannot be restored by the removal of individuals who are willfully interrupting the meeting. This bill would authorize the presiding member of the legislative body conducting a meeting to remove an individual for disrupting the meeting.

SB 1104 Gonzalez D (Dist. 33) Governor's Office of Business and Economic Development: Office of Freight.

Location: ASSEMBLY DESK

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would establish the Office of Freight within GO-Biz. The bill would require the office to serve as the coordinating entity to steer the growth, competitiveness, and sustainability for freight and ports across the state and to promote and assess the continued economic vitality and sustainability of the freight sector. The bill would require the office, in coordination with specified state agencies, to prepare an assessment of statewide economic growth, competitiveness, prosperity, resiliency, and sustainability for the state's freight sector. The bill would require the office to submit the assessment to the Legislature on or before December 31, 2024, and an updated assessment at least once every 5 years thereafter. The bill would require the Transportation Agency to incorporate the findings of the assessment into the state freight plan, as specified.

SB 1121 Gonzalez D (Dist. 33) State and local transportation system: needs assessment.

Location: ASSEMBLY DESK

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the California Transportation Commission to prepare a needs assessment of the cost to operate, maintain, and provide for the necessary future growth of the state and local transportation system for the next 10 years, as provided. As part of the needs assessment, the bill would require the commission to forecast the expected revenue, including federal, state, and local revenues, to pay for the cost identified in the needs assessment, any shortfall in revenue to cover the cost, and recommendations on how any shortfall should be addressed. The bill would require the commission to submit the needs assessment to the Legislature on or before January 1, 2024, and biennially thereafter.

SB 1156 Grove R (Dist. 16) Motor Vehicle Fuel Tax: Diesel Fuel Tax: inflation adjustment.

Location: SENATE GOV. & F.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law, the Motor Vehicle Fuel Tax Law and Diesel Fuel Tax Law, impose a tax upon each gallon of motor vehicle fuel or diesel fuel removed from a refinery or terminal rack in this state, entered into this state, or sold in this state, at a specified rate per gallon. Current law annually adjusts the rates of the taxes imposed by those laws based on inflation. This bill would remove the requirement for future inflation adjustments of those taxes. This bill contains

other related provisions.

SB 1175 McGuire D (Dist. 2) Department of Transportation: intermodal passenger services: rail corridors.

Location: ASSEMBLY DESK

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes the Department of Transportation to construct, acquire, or lease, and improve and operate, rail passenger terminals and related facilities that provide intermodal passenger services along specified corridors. This bill would expand that authorization to include the Sacramento-Larkspur-Novato-Cloverdale corridor.

SB 1217 Allen D (Dist. 26) State-Regional Collaborative for Climate, Equity, and Resilience.

Location: ASSEMBLY DESK

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would establish, until January 1, 2028, the State-Regional Collaborative for Climate, Equity, and Resilience to provide guidance, on or before January 1, 2024, to the State Air Resources Board for approving new guidelines for sustainable communities strategies. The collaborative would consist of one representative each of the state board, the Transportation Agency, the Department of Housing and Community Development, and the Strategic Growth Council, along with 10 public members representing various local and state organizations, as specified. The bill would require, on or before December 31, 2025, the state board to update the guidelines for sustainable communities strategies to incorporate suggestions from the collaborative.

Position: Watch

SB 1410 Caballero D (Dist. 12) California Environmental Quality Act: transportation impacts.

Location: ASSEMBLY DESK

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Environmental Quality Act (CEQA) requires the Office of Planning and Research to prepare and develop proposed guidelines for the implementation of CEQA by public agencies and requires the Secretary of the Natural Resources Agency to certify and adopt those guidelines. CEQA requires the office to prepare, develop, and transmit to the secretary for certification and adoption proposed revisions to the guidelines establishing criteria for determining the significance of transportation impacts of projects within transit priority areas, as defined, that promote the reduction of greenhouse gas emissions, the development of multimodal transportation networks, and a diversity of land uses. Current law requires the office to recommend potential metrics to measure transportation impacts, as specified. CEQA authorizes the office to adopt guidelines establishing alternative metrics to the metrics used for traffic levels of service for transportation impacts outside transit priority areas. This bill would require the office, by January 1, 2025, to conduct and submit to the Legislature a study on the impacts and implementation of the guidelines described above relating to transportation impacts. The bill would require the office, upon appropriation, to establish a grant program to provide financial assistance to local jurisdictions for implementing those guidelines.

Position: Watch

SCA 2 Allen D (Dist. 26) Public housing projects.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Constitution prohibits the development, construction, or acquisition of a low-rent housing project, as defined, in any manner by any state public body until a majority of the qualified electors of the city, town, or county in which the development, construction, or acquisition of the low-rent housing project is proposed approve the

project by voting in favor at an election, as specified. This measure would repeal these provisions.

SCA 4 **Wilk R (Dist. 21) Legislature: 2-year budget.**

Location: SENATE BUDGET & F.R.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would limit the Legislature, in the first year of the regular session, to considering or acting upon only the Budget Bill and related bills, and up to 5 bills introduced by each of the standing committees of the Legislature, as specified. The measure would require the Governor to submit to the Legislature a budget for the ensuing 2 fiscal years within the first 10 days of the first calendar year of the biennium of the legislative session, and would require the Legislature to adopt by June 15 of the first calendar year of the biennium of the legislative session a Budget Bill that appropriates funds to support state government for the next 2-year fiscal period commencing on July 1. The measure, in the second year of the regular session, would limit the Legislature to considering or acting upon only legislation other than the Budget Bill and related bills. The Legislature, by a 2/3 vote of each house, would be authorized, however, to amend an enacted Budget Bill and related bills in both calendar years of the biennium.

Total Measures: 58

Total Tracking Forms: 58

Minute Action

AGENDA ITEM: 29

Date: July 6, 2022

Subject:

Federal Legislative Update

Recommendation:

Receive and file the June 2022 Federal Legislative Update.

Background:

San Bernardino County Transportation Authority (SBCTA) Legislative Affairs staff, along with representatives from federal advocates, Potomac Partners D.C., LLC, updated the Legislative Policy Committee on June 8, 2022 on the ongoing Appropriations process and funding requests submitted by Congressman Jay Obernolte and Senator Alex Padilla in support of the North First Avenue Bridges Over the Mojave and Overflow replacement project.

Fiscal Year 2023 Appropriations Process

House and Senate Committee Leadership on Appropriations have yet to negotiate topline spending levels for the Fiscal Year 2023 (FY23) Appropriations bills. However, Senate Appropriations Chairman Patrick Leahy (D-VT) and Ranking Member Richard Shelby (R-AL) are both retiring at the end of this Congress and have met twice to discuss a path forward. House Appropriations Chairwoman Rosa DeLauro (D-CT) acknowledged the delays but said her Committee was still planning to stick to its schedule and that the hope was topline numbers could be agreed to in the coming weeks. The House Appropriations Committee has tentatively scheduled Subcommittee markups between June 13-22, at which time the full texts of each bill will be released. Subcommittee markups will be followed by Full Committee markups, likely held between June 22-30, followed by floor consideration in July.

White House / U.S. Department of Transportation Announce Safe Streets Grants

President Joe Biden and U.S. Department of Transportation (DOT) Secretary Pete Buttigieg on May 16, 2022, announced \$1 billion in available funding for local communities as part of the Safe Streets and Roads for All (SS4A) Grant Program.

The program was created as part of the Bipartisan Infrastructure Investment and Jobs Act and provides dedicated funding to support regional, local and tribal plans, projects and strategies that will prevent roadway deaths and serious injuries.

The law directed the DOT to "support local initiatives to prevent death and serious injury on roads and streets." The law also directed the DOT, when selecting projects under the program, to consider other factors in addition to safety, including equitable investment in the safety needs of underserved communities.

The FY22 funding provides dedicated funding, laid out in the National Roadway Safety Strategy, to significantly reduce serious injuries and deaths on highways, roads and streets, and is part of the DOT's work toward an ambitious long-term goal of reaching zero roadway fatalities.

Eligible applicants include local governments, groups of communities, Metropolitan Planning Organizations (MPOs) and other special districts that are subdivisions of a state, certain transit agencies, federally recognized tribal governments and multijurisdictional groups.

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

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Additional information and resources about the SS4A grant program can be found at <https://www.transportation.gov/SS4A>. Applications are due on or before September 15, 2022.

Financial Impact:

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

Reviewed By:

This item was received by the Legislative Policy Committee on June 8, 2022.

Responsible Staff:

Otis Greer, Director of Legislative and Public Affairs

Approved
Board of Directors
Date: July 6, 2022

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 30

Date: July 6, 2022

Subject:

Resolution of Necessity for the Interstate 215 University Parkway Project

Recommendation:

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

- A. Conduct a public hearing to consider condemnation of real property required for the Interstate 215 University Parkway Interchange Project in the City of San Bernardino.
- B. Upon completion of a public hearing, that the Board of Directors adopt Resolution of Necessity No. 22-168 authorizing and directing General Counsel, or her designee, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property from: San Bernardino Scottish Rite Building Association, Inc. and San Bernardino Scottish Rite Building Board, Inc. (Assessor's Parcel Number 0266-591-08). The resolution must be approved by at least a two-thirds majority.

Background:

In November 2015, San Bernardino County Transportation Authority (SBCTA) and the City of San Bernardino (City) approved Cooperative Agreement No. 16-1001335 for the delivery of the Interstate 215 (I-215) University Parkway Interchange Project (Project) from the Project Initiation Document (PID) phase through completion of construction. This agreement was assumed and replaced by Cooperative Agreement No. 19-1002205, which was approved in July 2019. Under the cooperative agreement, SBCTA is to lead the acquisition of Right-of-Way (ROW) needed to construct and operate the Project. Through the environmental and the preliminary engineering process, and in consultation with the California Department of Transportation (Caltrans), SBCTA and the City identified the ROW requirements for the Project while employing extensive efforts to minimize impacts to property owners. While most of the Project will be constructed within existing public ROW, rights were needed from five (5) property owners ranging from extension of freeway access control, Temporary Construction Easements (TCE), and a permanent access easement. In March 2020, the Board of Directors (Board) authorized staff to proceed with voluntary acquisition of property necessary for the Project, from identified property owners. The Board also authorized the Director of Project Delivery, or his designee, to add or remove parcels from the list of properties as the Director determines, from time to time, are necessary for the Project, provided they are environmentally cleared. The initial offers for some properties were made in mid-2021.

In an effort to keep the Project schedule intact and deliver the Project consistent with Federal funding timelines, it is necessary to comply with the statutorily-prescribed process for eminent domain and conduct a hearing for a Resolution of Necessity for the property while negotiations continue. Therefore, the purpose of this agenda item is to present information regarding the public interest and necessity for the Project and the property that is needed. Although the adoption of a Resolution of Necessity is recommended for the subject property in order to maintain the Project schedule and avoid delay costs, SBCTA's acquisition agents will continue to negotiate with the property owner in an effort to acquire the property through a voluntary purchase and avoid litigation in the eminent domain process.

Entity: San Bernardino County Transportation Authority

The owner of the subject property is:

- San Bernardino Scottish Rite Building Association, Inc. and San Bernardino Scottish Rite Building Board, Inc.

Support for the Resolution of Necessity

SBCTA is authorized to acquire property by eminent domain pursuant to the California Public Utilities Code Sections 130220.5 and 130809(b)(4). Eminent domain will allow SBCTA to obtain legal rights to the properties needed for the Project if a negotiated sale cannot be reached. A Resolution of Necessity is the first step in the eminent domain process. Since the process takes several months, it is necessary to start this process now to ensure that possession of the property is obtained in time to meet the scheduled delivery dates and to avoid costly ROW delays.

In order to adopt the Resolution of Necessity, SBCTA must make the four (4) findings discussed below for the property. The issue of the amount of just compensation for this property is not addressed by this Resolution of Necessity and is not to be considered at the hearings. The four (4) necessary findings are:

1. The public interest and necessity require the Project.

The purpose of the Project is to address congestion, improve traffic operations, and accommodate projected regional population growth in the City of San Bernardino and the region. The interchange serves the area and also serves the California State University at San Bernardino campus located roughly a mile to the north. The Project area currently experiences severe congestion resulting in delays for travelers. This traffic congestion is forecasted to deteriorate to Level of Service (LOS) F, or congestive traffic breakdown conditions, at the Project design horizon of 2042 if improvements are not made. The Project will reconstruct the existing tight diamond interchange into a Diverging Diamond Interchange (DDI) configuration and will improve freeway access for the area. DDIs are known to improve traffic safety by reducing the amount of vehicular conflict points at an interchange and having a minimal footprint reducing the amount of acquisition needed to construct the interchange.

The Project limits along University Parkway extend from Hallmark Parkway south of the interchange to Varsity Avenue/State Street to the north.

2. The Project is planned and located in the manner that will be most compatible with the greatest public good and least private injury.

During the environmental and preliminary design phase, several alternatives were developed and considered to address the need to alleviate current and forecasted congestion in the area. The DDI was selected to be the design alternative having the least amount of acquisition needed to construct and operate the Project. The other alternative would have resulted in full displacement of several businesses and acquisition of a significant amount of the parking area for Walmart. Additionally, staff explored and used design and geometric refinements to avoid and minimize impacts to adjacent businesses.

SBCTA staff and ROW agents have had numerous communications with the impacted property owners and considered their feedback during design refinements in order to proceed with the Project in a manner that causes the least private injury while accomplishing the greatest public good.

3. Each property sought to be acquired is necessary for the Project.

While portions of the Project are being constructed within existing ROW, the Project requires acquisition of the property interest listed below:

- **San Bernardino Scottish Rite Building Association, Inc. and San Bernardino Scottish Rite Building Board, Inc.** One (1) access control extension and One (1) Temporary Construction Easement are needed for construction and operation of the Project.

4. Offers required by Section 7267.2 of the Government Code have been made to the owner or owners of record.

- The offer for the San Bernardino Scottish Rite Building Association, Inc. and San Bernardino Scottish Rite Building Board, Inc. property was sent on 08/07/2021 and a revised offer was sent on 04/12/2022

Upon completion of the Project, or as prescribed in agreements, SBCTA will transfer the properties acquired for the Project, or portions thereof, to the City and to Caltrans, respectively.

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget under Task No. 0830, Sub-Task No. 0853.

Reviewed By:

This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 9, 2022. Two of the three original properties have been removed based on recommendations received at the Metro Valley Study Session on June 9, 2022. These two properties will be reviewed again at a future Metro Valley Study Session. SBCTA General Counsel has reviewed this item and the draft resolution.

Responsible Staff:

Paul Melocoton, Project Manager

Approved
Board of Directors
Date: July 6, 2022

Witnessed By:

I-215 University Parkway Interchange Project

RESOLUTION OF NECESSITY FOR PROJECT RIGHT-OF-WAY

Presenter: Paul Melocoton
SBCTA Project Manager

Board of Directors
July 6, 2022



cta

San Bernardino County
Transportation Authority

SBCTA IS REQUESTED TO MAKE THE FOLLOWING FINDINGS:

1. The public interest and necessity require the proposed project
2. The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury
3. The real property to be acquired is necessary for the project
4. The offer of just compensation has been made to the property owner



SBCTA Request



- Project will reconstruct the existing tight diamond interchange into a Diverging Diamond Interchange (DDI) configuration in order to address congestion, improve traffic operations, and accommodate projected regional population growth.
- The project will improve pedestrian and bicyclist access across the interchange.



I-215 University Parkway Interchange Project

OWNER: SAN BERNARDINO SCOTTISH RITE BUILDING ASSOCIATION INC.

PROJECT AREA




INFORMATION ONLY
DO NOT RECORD



Parcel Location

No.	Ownership	Date of First Contact	Mailings	In Person Meetings	Phone Contacts	E-Mails	Attorney Contacts	Unsuccessful Contacts *	Total
B.	San Bernardino Scottish Rite Building Association, Inc. and San Bernardino Scottish Rite Building Board, Inc.	3/23/2021	4		9	2		10 Phone Calls	25
	* Property visit, phone call and/or email with no response								
	Communications as of May 19, 2022								



Communication Summary

Item	Ownership	Offer Date
B.	San Bernardino Scottish Rite Building Association, Inc. and San Bernardino Scottish Rite Building Board, Inc.	4/13/2022



Offer of Just Compensation

**SBCTA ADOPT A RESOLUTION OF NECESSITY
BASED ON THE FOLLOWING FINDINGS:**

1. The public interest and necessity require the proposed project
2. The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury
3. The real property to be acquired is necessary for the project
4. The offer of just compensation has been made to the property owner



Staff Recommendation

THANK YOU



RESOLUTION OF NECESSITY No. 22-168
SCOTTISH RITE PROPERTY
(APN 0266-591-08)

DRAFT

RESOLUTION NO. 22-168

A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION BY EMINENT DOMAIN OF INTERESTS IN CERTAIN REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND DIRECTING CONDEMNATION OF PORTIONS OF ASSESSOR PARCEL 0266-591-08.

WHEREAS, the San Bernardino County Transportation Authority ("SBCTA") is undertaking the Interstate 215 (I-215) and University Parkway Interchange Improvement Project (the "Project"); and

WHEREAS, the Project is intended provide operational improvements to traffic flow in the City of San Bernardino, California (the "Project"). The Project will replace the existing University Parkway tight diamond interchange configuration with a Diverging Diamond Interchange (DDI) configuration to improve traffic operations, improve safety, and accommodate projected regional population growth, California State University, San Bernardino (CSUSB) enrollment increases, and increased traffic demands at the existing I-215/University Parkway Interchange; and

WHEREAS, the Project requires the acquisition of property or property interests from public and private parties; and

WHEREAS, the Project will be a transportation improvement project serving the public interest; and

WHEREAS, California Public Utilities Code section 130809 subdivision (b) authorizes SBCTA to exercise the power of eminent domain to acquire said property or property interests for public use by condemnation; and

WHEREAS, portions of the real property located at 4400 N. Varsity Avenue, in the City of San Bernardino, California (the "Subject Property") are required for the Project. The specific portions of the Subject Property required for the Project are a temporary construction easement as legally described and depicted in Exhibit "1" hereto, and the relinquishment of access rights as legally described and depicted in Exhibit "2" (collectively, the "Property Interests"); and

WHEREAS, reasonable vehicular and pedestrian access to and from the Subject Property will be maintained at all times during SBCTA's construction of the Project; and

WHEREAS, SBCTA communicated an offer of compensation to the owner or owners of record for the acquisition of the Property Interests; and

WHEREAS, in accordance with section 1245.235 of the California Code of Civil Procedure, SBCTA mailed a Notice of Hearing on the Intent of SBCTA to Adopt a Resolution of Necessity for acquisition by eminent domain of the Property Interests. The Notice of Hearing was mailed to the listed

address of all persons whose names appear on the last equalized county assessment roll as the owner or owners of the Subject Property; and

WHEREAS, SBCTA provided written notice to the City of San Bernardino as required by subsection (c) of California Public Utilities Code section 130220.5; and

WHEREAS, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to SBCTA's Board of Directors at the times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, SBCTA scheduled a hearing for July 6, 2022 at 10:00 a.m. at Santa Fe Depot—SBCTA Lobby 1st Floor, 1170 W. 3rd Street, San Bernardino, California and gave to each person whose property is to be acquired by eminent domain and whose name and address appears on the last equalized county assessment roll notice and a reasonable opportunity to appear at said hearing and to be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by SBCTA's Board of Directors and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on those matters specified in SBCTA's notice of intention to conduct a hearing on whether or not to adopt a Resolution of Necessity and referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, SBCTA may adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

NOW, THEREFORE, BE IT RESOLVED, by at least a two-thirds vote of SBCTA's Board of Directors under California Code of Civil Procedure sections 1240.030 and 1245.230, SBCTA does hereby find and determine as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2. Compliance with California Code of Civil Procedure. There has been compliance by SBCTA with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

Section 3. Public Use. The public use for which the Property Interests are to be acquired is for the construction and future maintenance of the Project, a public transportation improvement, as more fully described hereinabove. California Public Utilities Code section 130809 subdivision (b)(4) authorizes SBCTA to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.

Section 4. Necessity.

(a) The proposed Project is necessary to provide operational improvements to traffic flow in the City of San Bernardino, California by replacing the existing University Parkway tight diamond interchange configuration with a Diverging Diamond Interchange (DDI) configuration to improve traffic operations, improve safety, and accommodate projected regional population growth, California State University, San Bernardino (CSUSB) enrollment increases, and increased traffic demands at the existing I-215/University Parkway Interchange.

(b) The public interest and necessity require the acquisition by eminent domain proceedings of the Property Interests.

Section 5. Description of the Property Interests. The Property Interests sought to be acquired are more particularly described and depicted in Exhibits "1" and "2" attached hereto and incorporated herein by reference.

Section 6. Findings. SBCTA hereby finds, determines and declares each of the following:

- (a) The public interest and necessity require the proposed Project;
- (b) The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;
- (c) The Property Interests sought to be acquired are necessary for the proposed Project; and
- (d) The offer required by section 7267.2 of the California Government Code has been made to the owner or owners of record.

Section 7. Existing Public Use(s). Pursuant to sections 1240.510 and 1240.610 of the California Code of Civil Procedure, to the extent that any of the Property Interests, or any portion thereof, are already devoted to a public use, the use proposed by this Project is a more necessary public use than the use to which the Property Interests, or any portion thereof, are already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property Interests, or any portion thereof, are already devoted.

Section 8. Acquisition of Substitute Property. To the extent the Property Interests, or any portions thereof, are currently devoted to or held for some public use, SBCTA intends to acquire substitute property pursuant to California Code of Civil Procedure sections 1240.320 and/or 1240.330. The requirements of said Code sections have been satisfied and the acquisition of said substitute property is necessary for the purposes specified in said Code sections and for the Project. The substitute property may be conveyed by SBCTA to the owner(s) of the necessary property.

Section 9. Authority to Exercise Eminent Domain. SBCTA is hereby authorized and empowered to acquire the Property Interests, including the improvements thereon, if any, by eminent domain for the proposed Project.

Section 10. Further Activities. SBCTA's legal counsel ("Counsel") is hereby authorized and empowered to acquire the Property Interests in the name of and on behalf of SBCTA by eminent domain and is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be permitted and required by law, and to make such security deposits as may be required by law and/or order of court, to permit SBCTA to take possession of the Property Interests at the earliest possible time. Counsel is further authorized to reduce the extent of the interests or property to be acquired where a change in design allows the reduction without substantially impairing the construction and operation of the Project for which the Property Interests are being acquired.

Section 11. Effective Date. This Resolution of Necessity shall take effect upon adoption.

PASSED, APPROVED, and ADOPTED by the San Bernardino County Transportation Authority on July 6, 2022 by the following votes:

AYES:

NOES:

ABSENT:

Art Bishop, Board President
San Bernardino County Transportation Authority

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

EXHIBIT "1"

DRAFT

TEMPORARY CONSTRUCTION EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
Parcel No.: 0266-591-08-1

This temporary construction easement shall be in, on, over, under, and across that certain real property described in Exhibit "A" and depicted in Exhibit "B" attached hereto, subject to the rights and limitations set forth herein ("TCE"). The TCE shall be used by the San Bernardino County Transportation Authority and its employees, agents, representatives, contractors, successors and assigns (collectively, "SBCTA") in connection with the construction of the Interstate 215 (I-215) and University Parkway Interchange Improvement Project. The TCE shall be for a period of forty-eight (48) months, subject to the Rights and Limitations of Use and Occupancy set forth below.

Rights and Limitations of Use and Occupancy of TCE:

- SBCTA shall provide the owner and occupants of the property subject to this TCE a minimum of thirty (30)-days written notice as to when the TCE period will commence.
- Reasonable pedestrian and vehicular access to the remainder property will be maintained.
- Improvements within the TCE area will be removed as needed by SBCTA to allow for construction activities. Compensation shall be paid by SBCTA in an amount sufficient for the property owner to relocate the existing driveway within the TCE area to a different location on the remainder parcel.
- Prior to the termination of the TCE period, SBCTA will remove from the TCE area all construction equipment and materials including, without limitation, any and all construction-related debris.

SBCTA expressly reserves the right to convey, transfer, or assign the TCE subject to the same rights and limitations described herein.

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 0266591-008-1

An easement for temporary construction purposes and incidents thereto in and to that portion of Section 18, Township 4 South, Range 6 West, San Bernardino Meridian, as the lines of the Government survey may be extended over Rancho Muscupiabe, as per plat recorded in Book 7 of Maps, Page 23, in the office of the San Bernardino County Recorder, County of San Bernardino, State of California, described as follows:

Commencing at the most southerly corner of Parcel 2 of Lot Line Adjustment No. 84-14 in the City of San Bernardino recorded January 18, 1985 as Instrument No. 85-013295 of Official Records of said county, said point being at the intersection of the northeasterly right of way line of State Route 215 (Barstow Freeway) and the northwesterly right of way line of University Parkway;

Thence along said northwesterly right of way line of University Parkway,
North 39°54'33" East a distance of 134.83 feet to the **True Point of Beginning**;

Thence leaving said northwesterly right of way line, North 50°05'27" West, 23.00 feet to a line parallel with and 23.00 feet northwesterly of said northwesterly right of way line of University Parkway;

Thence along said parallel line, North 39°54'33" East, 38.00 feet;

Thence South 50°05'27" East, 23.00 feet to said northwesterly right of way line of University Parkway;

Thence along said northwesterly right of way line of University Parkway,
South 39°54'33" West, 38.00 feet to the **True Point of Beginning**.

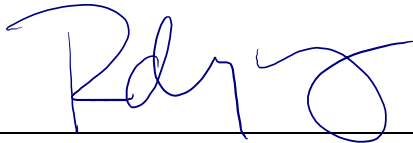
EXHIBIT "A"
LEGAL DESCRIPTION

By this conveyance the grantee hereby releases and relinquishes to the State of California any and all abutter's rights, including access rights, in and to State Route 215 and University Parkway.

Containing: 874 square feet more or less.

As shown on Exhibit "B" attached hereto and made a part hereof.

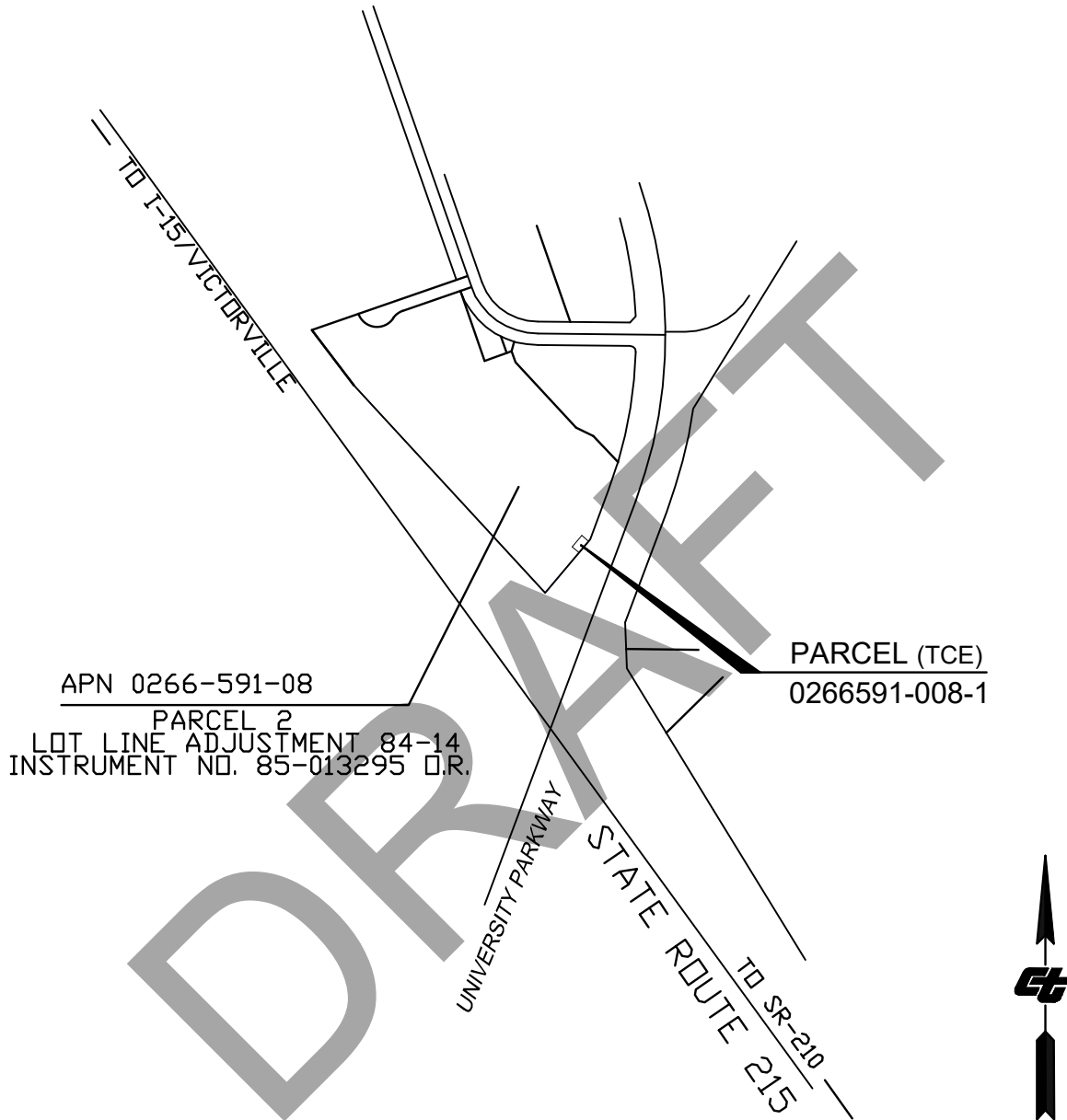
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.


Robert D. Vasquez, P.L.S. 7300 03-25-2022
Date



COUNTY OF SAN BERNARDINO
CITY OF SAN BERNARDINO
SEC.19, TWP. 1 N., R. 4 W., S.B.M.

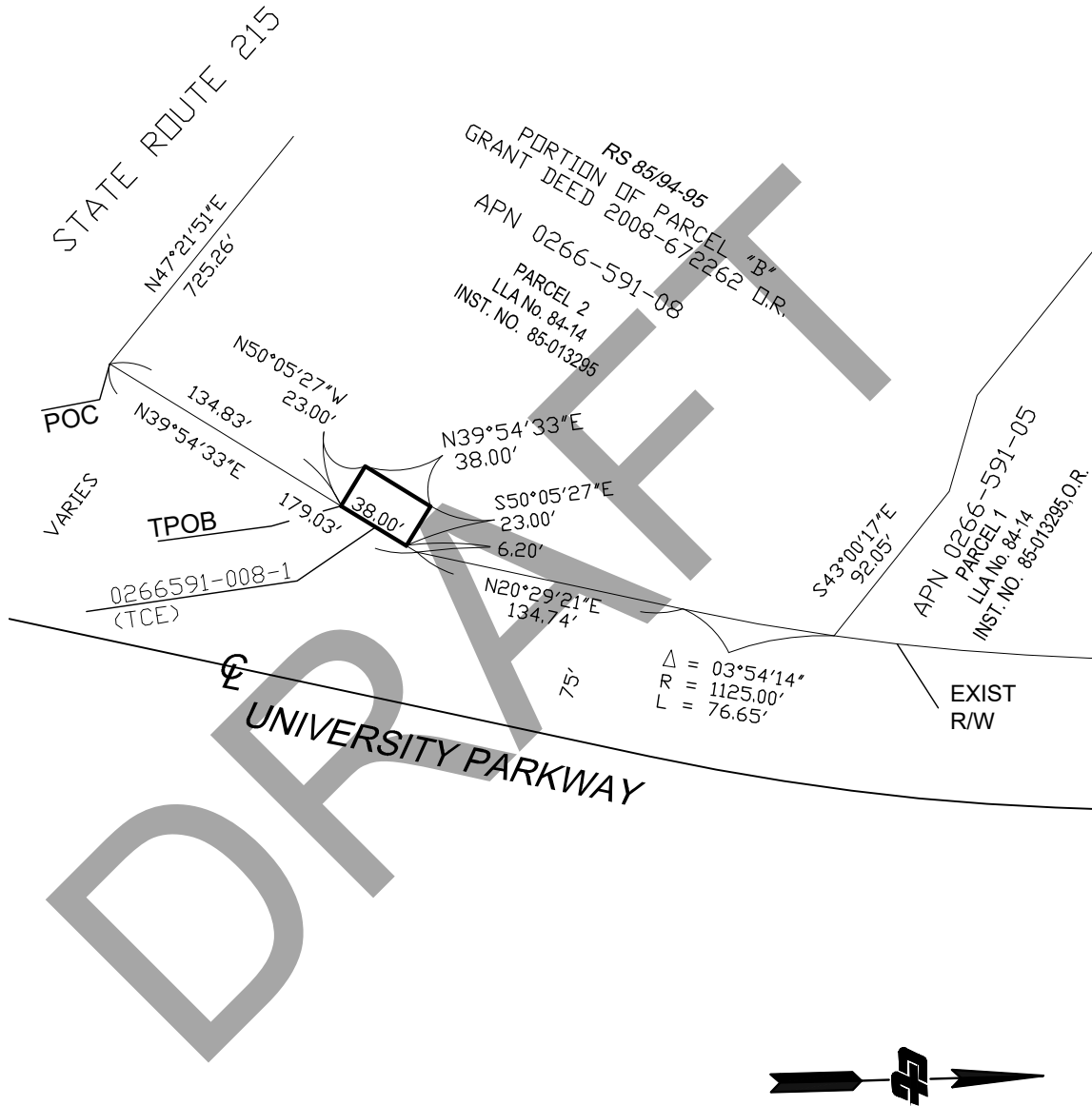
NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.



NOTES		LEGEND			STATE OF CALIFORNIA CALIFORNIA STATE TRANSPORTATION AGENCY DEPARTMENT OF TRANSPORTATION RIGHT OF WAY		
All distances are in feet unless otherwise noted.		AC = ACCESS CONTROL AE = ACCESS EASEMENT TCE = TEMPORARY CONSTRUCTION EASEMENT POB = POINT OF BEGINNING POC = POINT OF COMMENCEMENT TPOB= TRUE POINT OF BEGINNING (R) = RADIAL BEARING O.R. = OFFICIAL RECORDS			NO SCALE		
Distances shown are ground distances							
DRAFTED BY	DATE	DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
DKF	03/24/2022	08	SBD	215	11.6	1	2

COUNTY OF SAN BERNARDINO
CITY OF SAN BERNARDINO
SEC.19, TWP. 1 N., R. 4 W., S.B.M.

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Distances shown are ground distances							
DRAFTED BY	DATE	DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
DKF	03/24/2022	08	SBD	215	11.6	2	2

EXHIBIT "2"

DRAFT

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 0266591-008-2 Access Control

That portion of Section 18, Township 4 South, Range 6 West, San Bernardino Meridian, as the lines of the Government survey may be extended over Rancho Muscupiabe, as per plat recorded in Book 7 of Maps, Page 23, in the office of the San Bernardino County Recorder, County of San Bernardino, State of California, described as follows:

Commencing at the most southerly corner of Parcel 2 of Lot Line Adjustment No. 84-14 in the City of San Bernardino recorded January 18, 1985 as Instrument No. 85-013295 of Official Records of said county, said point being at the intersection of the northeasterly right of way line of State Route 215 (Barstow Freeway) and the northwesterly right of way line of University Parkway;

Thence along said northwesterly right of way line of University Parkway, North 39°54'33" East a distance of 100.01 feet to the **True Point of Beginning**;

Thence continuing along said northwesterly right of way line, North 39°54'33" East a distance of 79.02 feet to an angle point in said northwesterly right of way line;

Thence continuing along said northwesterly right of way line of University Parkway, North 20°29'21" East, 59.16 feet to the **TERMINUS**.

As shown on Exhibit "B" attached hereto and made a part hereof.

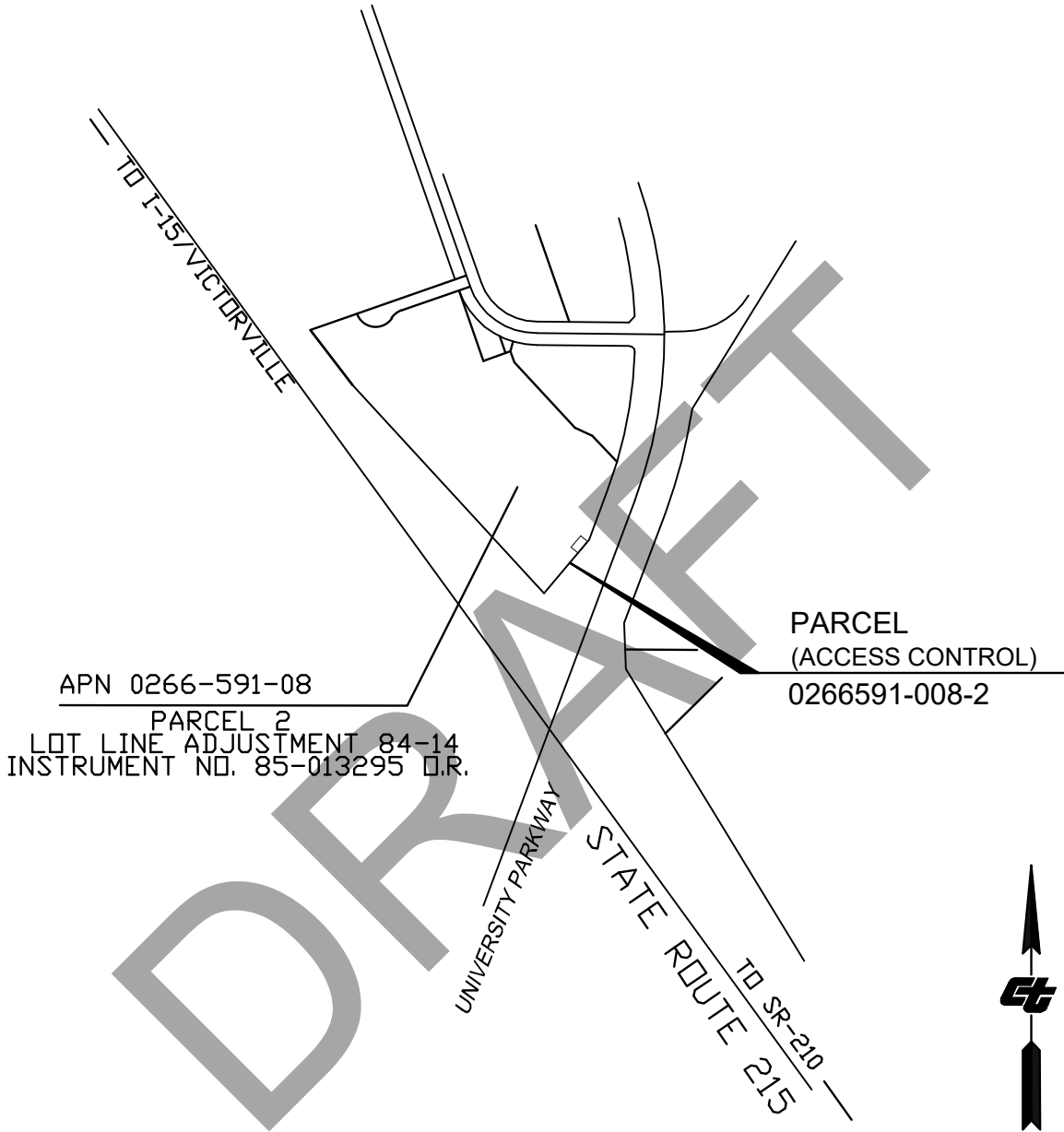
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.


Robert D. Vasquez, P.L.S. 7300 03-25-2022
Date



COUNTY OF SAN BERNARDINO
CITY OF SAN BERNARDINO
SEC.19, TWP. 1 N., R. 4 W., S.B.M.

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DRAFTED BY	DATE	DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
DKF	03/24/2022	08	SBD	215	11.6	1	2

Minute Action

AGENDA ITEM: 31

Date: July 6, 2022

Subject:

Hearing to Consider Resolutions of Necessity for Property Interests for the West Valley Connector Project

Recommendation:

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

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

B. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-154 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Jaswant Kaur Bir, Surviving Trustee of The Raghbir & Jaswant Bir Family Living Trust, dated March 27, 2015 (Assessor’s Parcel Number [APN] 1048-512-29). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

C. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-160 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by John Roubian, a married man, as his sole and separate property (APN 1049-093-03 & 04). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

D. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-003 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by John D. Roubian, II, a married man, as his sole and separate property (APN 1049-093-06). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

E. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-004 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Deborah Y. Cagle (APN 1049-094-04 & 14). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

F. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-005 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Susan Na, Trustee or any Successor

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

July 6, 2022

Page 2

Trustees in Trust, for The Susan Na Revocable Living Trust, utd January 8, 1993, and any Amendments (APN 1049-063-01). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

G. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-006 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Marlena Belichesky, Trustee of the Belichesky-Filipovic Trust, dated June 23, 2006 (APN 1049-094-01 & 02). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

H. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-007 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Muhammad A. Malik (APN 1049-093-01). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

I. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-008 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Angelica Rodriguez, a single woman (APN 1049-093-07 & 09). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

J. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-009 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Phuoc Banh, a married man, as his sole and separate property; and Ky Banh, a married man, as his sole and separate property (APN 1049-066-02). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

K. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-010 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Jose Esparza, Trustee of The Jose Esparza Revocable Living Trust dated October 5, 2015 (APN 1049-093-02). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

L. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-089 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Qihua Feng, a married man, as his sole and separate property (APN 1048-523-15). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

M. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-011 authorizing and directing General Counsel, or her designees, to prepare,

San Bernardino County Transportation Authority

Board of Directors Agenda Item

July 6, 2022

Page 3

commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Henry C. Kim, a single man (APN 1049-101-06 & 07). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

N. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-012 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Lino Leon & Maria Guadalupe Muniz Salas, as joint tenants (APN 1049-101-09). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

O. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-014 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Roger Alan Griffith, a married man, as his sole and separate property (APN 1049-101-11). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

P. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-015 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Jun Son Yoo, Trustee of the Jun Son Yoo Family Trust dated October 18, 2018 (APN 1049-131-05). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

Q. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-018 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Adrian Enriquez, Trustee of the Adrian Enriquez Trust, dated March 25, 1991 (APN 1049-101-05). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

R. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 23-019 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain real property interests on the real property owned by Daniel E. Ledesma, an unmarried man, and Raul Enrique Ledesma, Trustee of The Raul's Trust dated October 24, 1995, as to Parcels 1, 2, 4, 5, 6, 8 and 9; Raul E. Ledesma, Trustee of The Raul's Trust dated October 24, 1995, as to Parcels 3 & 7 (APN 1049-101-12, 13, 14, 15, 16, & 18). The Resolution must be approved by at least a two-thirds vote of the Board of Directors.

Background:

The San Bernardino County Transportation Authority (SBCTA), in cooperation with Omnitrans, and the cities of Pomona, Montclair, Ontario, Rancho Cucamonga, and Fontana, proposes to construct the West Valley Connector Project ("WVC Project"). The WVC Project is a 100% zero-emission Bus Rapid Transit ("BRT") system. It is the first stage of the San Bernardino County Zero Emission Bus Initiative and second BRT route in San Bernardino County.

The WVC Project is a proposed 35-mile-long transit improvement project that would connect the cities of Pomona, Montclair, Ontario, Rancho Cucamonga and Fontana. The WVC Project includes up to 60 station platforms at 33 locations/major intersections and associated improvements. A new operations and maintenance facility for light maintenance activities would be constructed. The WVC Project would be constructed in two phases including Phase I/Milliken Alignment, from the Pomona Regional Transit Center to Victoria Gardens in Rancho Cucamonga, and Phase II/Haven Alignment, from Ontario International Airport (ONT) to Kaiser Permanente Medical Center in Fontana. Phase I is scheduled for operation in early 2025. Construction of Phase II/Haven Alignment is scheduled to occur after the completion of Phase I when funding is available. Stations would be “rapid bus” style stations designed for fast boarding.

Phase 1 of the WVC Project is 19 miles and will upgrade a portion of existing Route 61 which runs along Holt Boulevard, adding approximately 3.5 miles as center running, dedicated bus-only lanes. There will be 21 stations in Phase 1 that will provide a much-improved transit connection to ONT and help build transit connectivity by linking ONT, two Metrolink lines (San Bernardino and Riverside), and multiple major activity centers along the route, including Ontario Mills and Victoria Gardens. Headways will be 10 minutes in the peak commute period and 15 minutes off-peak, providing a high level of service to the community.

The WVC involves use of local, state, and federal funding, including funds administered by the Federal Transit Administration (FTA). Based on the multiple funding sources, the environmental documentation was prepared jointly in compliance with both the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). SBCTA was the lead agency under CEQA and FTA was the lead agency under NEPA.

In May 2020, the SBCTA Board of Directors (Board) adopted Resolution No. 20-046, making findings necessary to approve the Mitigation Monitoring and Reporting Program, adopting a Statement of Overriding Considerations, and approving and certifying the Final Environmental Impact Report (EIR) in compliance with CEQA for the WVC Project. Subsequently, on May 12, 2020, FTA approved the Findings of No Significant Impact (FONSI) in accordance with NEPA, which concluded the Environmental Clearance of the WVC Project. In adopting Resolution No. 20-046, the Board found that Alternative B, which was designated as the preferred alternative, would better meet the purpose of the WVC Project and need than Alternative A. The Board emphasized that the City of Ontario commissioned a Holt Boulevard Mobility and Streetscape Strategic Plan that is consistent with the proposed improvements included with Alternative B. Accordingly, the Board rejected Alternative A.

The Board further found that the benefits of the WVC Project outweigh the unavoidable environmental impacts. The Board emphasized that the WVC Project (under the approved Alternative B alternative) has significant benefits, including improved travel time and the speed and reliability of bus transit based on the proposed exclusive bus-only lanes with five center-running stations in Ontario. The WVC Project is consistent with several regional and local land-use plans, including helping to achieve the goals of Southern California Association of Governments’ (SCAG) Regional Comprehensive Plan and Regional Transportation Plan/Sustainable Communities Strategy, SBCTA’s Long-Range Transit Plan for San Bernardino Valley, goals related to improving transit opportunities in the General Plans of the cities of Pomona, Montclair, Ontario, Rancho Cucamonga, and Fontana and the counties of Los Angeles

and San Bernardino, and the Specific Plans, Community Plans, and Master Plans along the project corridor. Resolution No. 20-046 highlighted that the City of Ontario's Holt Boulevard Mobility and Streetscape Strategic Plan specifically reflects the WVC Project with exclusive bus-only lanes on Holt Boulevard. In addition, the WVC Project would facilitate future transit-oriented developments and mixed-use developments along the project corridor to revitalize the WVC Project area. The WVC Project is supported by Caltrans, Districts 7 and 8, and the cities along the WVC Project corridor, including Pomona, Montclair, Ontario, Rancho Cucamonga, and Fontana. Further, the Board found that the WVC Project would have economic benefits for the area, revitalize adjacent land uses along the corridor, and improve sidewalks and parkways associated with land acquisition for the widened right-of-way.

In January 2021, the Board authorized SBCTA staff and its consultants to proceed with the acquisition activities, including appraisals, appraisal reviews, negotiations, relocation assistance, property management, environmental site assessments, and building demolition in support of the right-of-way acquisition needs for the WVC Project.

The Board further authorized staff to proceed with the acquisition of the required property or property rights necessary for the WVC Project from identified property owners, including relocation assistance, demolition of existing structures, property management, disposal of excess property, and environmental testing and remediation. The Board also authorized the Director of Transit and Rail Programs to add or remove parcels from the list of properties as the Director determines from time to time are necessary for the WVC Project, provided said parcels are environmentally cleared.

The WVC Project requires that SBCTA acquire the necessary property interests expeditiously to ensure that construction can be completed within the proposed timeline to ensure that there are no costly delays or impacts to funding. Throughout the environmental and preliminary engineering process, SBCTA has made extensive efforts to plan the WVC Project in a way that minimizes the impacts of the WVC Project on properties in the WVC Project area. These efforts include minimizing impacts to parcels from which SBCTA requires certain property interests and maintaining ingress and egress from the adjacent street to the impacted properties during construction of the WVC Project. Although most of the proposed improvements are anticipated to be constructed within the existing right-of-way, SBCTA will require certain property interests to accommodate the WVC Project.

SBCTA's acquisition agents continue to negotiate in good faith, on behalf of SBCTA, with the owners of properties impacted by the WVC Project. Based on the timing of the WVC Project, however, it is necessary for SBCTA to consider the adoption of resolutions of necessity at this time to acquire the property interests necessary for the WVC Project and obtain possession of said property interests in time to ensure that the WVC Project is operational by early 2025.

SBCTA has complied with applicable law and requirements for the acquisition of property for public use by eminent domain. In accordance with Code of Civil Procedure Section 1245.235, SBCTA mailed to the owners of the Subject Property Interests a Notice of Hearing regarding the intent of SBCTA to adopt a Resolution of Necessity for acquisition by eminent domain of the respective Subject Property Interests. The Code of Civil Procedure Section 1245.235 notice of hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as the owner or owners of the property of which the respective Subject Property Owners are a part. Further, in accordance with Code of Civil Procedure Section San Bernardino County Transportation Authority

1245.235, SBCTA also mailed a Notice of Hearing regarding the intent of SBCTA to adopt a Resolution of Necessity for acquisition by eminent domain of the respective Subject Property Interests to the Cities of Ontario, Pomona, Rancho Cucamonga and Montclair as required by Public Utilities Code Section 130220.5(c).

The purpose of this Agenda item is for the Board to consider the information and evidence to support the findings required for the adoption of the Resolutions of Necessity to authorize the acquisition by eminent domain of the Subject Property Interests described in this report. Although the adoption of the Resolutions of Necessity is recommended for the Subject Property Interests in order to maintain the WVC Project schedule and avoid delays, SBCTA's acquisition agents will continue to negotiate with the property owners in an effort to acquire the Subject Property Interests needed through a voluntary purchase and avoid litigation in the eminent domain process.

The owners of the subject properties are:

- Jaswant Kaur Bir, Surviving Trustee of The Raghbir & Jaswant Bir Family Living Trust, dated March 27, 2015
- John Roubian
- John D. Roubian II
- Deborah Y. Cagle
- Susan Na, Trustee or any Successor Trustees in Trust, for The Susan Na Revocable Living Trust, utd January 8, 1993, and any amendments
- Marlena Belichsky, Trustee of the Belichsky-Filipovic Trust, dated June 23, 2006
- Muhammad A. Malik
- Angelica Rodriguez, a single woman
- Phuoc Banh, a married man, as his sole and separate property; Ky Banh, a married man, as his sole and separate property
- Jose Esparza, Trustee of The Jose Esparza Revocable Living Trust dated October 5, 2015
- Qihua Feng, a married man, as his sole and separate property
- Henry C. Kim, a single man
- Lino Leon & Maria Guadalupe Muniz Salas
- Roger Alan Griffith, a married man, as his sole and separate property
- Jun Son Yoo, Trustee of the Jun Son Yoo Family Trust dated October 18, 2018
- Adrian Enriquez, Trustee of the Adrian Enriquez Trust dated March 25, 1991
- Daniel E. Ledesma, an unmarried man, and Raul Enriquez Ledesma, Trustee of The Raul's Trust dated October 24, 1995 (as to Parcels 1, 2, 4, 5, 6, 8 & 9); and Raul E. Ledesma, Trustee of The Raul's Trust dated October 24, 1995 (as to Parcels 3 & 7)

Support for Adoption of Resolutions of Necessity

SBCTA is authorized to acquire property by eminent domain pursuant to the California Public Utilities Code Sections 130220.5 and 130809(b)(4). SBCTA is also authorized to acquire property for public use by eminent domain pursuant to Section 19 of Article 1 of the California Constitution, California Code of Civil Procedure Section 1230.010 et seq. (Eminent Domain Law), including but not limited to Sections 1240.010, 1240.020, 1240.110, 1240.120, 1240.320, 1240.330, 1240.510, 1240.610, 1240.650 and by other provisions of law. Acquisition of the property interests by eminent domain will allow SBCTA to obtain legal rights to the properties needed for the WVC Project in cases where a negotiated sale cannot be reached. Adoption of a Resolution of Necessity authorizes SBCTA to file an eminent domain proceeding for the acquisition by eminent domain of the property interests described in each Resolution of Necessity. It is necessary to obtain authorization to commence eminent domain proceedings at this time because it can take several months to obtain possession of the Subject Property Interests needed for the WVC Project. SBCTA needs to obtain prejudgment possession in time to ensure that the WVC Project is operational by early 2025.

To adopt the subject Resolutions of Necessity, SBCTA must make the four findings discussed below for each of the property interests needed for the WVC Project in accordance with Code of Civil Procedure Sections 1240.030 and 1245.230. The issue of the amount of just compensation for each of the property interests is not addressed by these Resolutions of Necessity and is not an issue before the Board at the hearing. The four necessary findings are:

1. ***The public interest and necessity require the WVC Project;***
2. ***The WVC Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;***
3. ***The Subject Property Interests sought to be acquired are necessary for the WVC Project; and***
4. ***The offer required by Government Code Section 7267.2 has been made to the owner or owners of record.***

The four required findings are supported by the evidence set forth below.

1. **The public interest and necessity require the WVC Project.**

The WVC Project, as planned and designed, will be a 100% zero-emission BRT system, the first stage of the San Bernardino County Zero Emission Bus Initiative and second BRT route in San Bernardino County. The WVC Project is a proposed 35-mile-long transit improvement project that would connect the cities of Pomona, Montclair, Ontario, Rancho Cucamonga and Fontana. The WVC Project includes up to 60 station platforms at 33 locations/major intersections and associated improvements. The WVC Project will also construct a new operations and maintenance facility for light maintenance activities. The WVC Project will be constructed in two phases, including Phase I/Milliken Alignment, from the Pomona Regional Transit Center to Victoria Gardens in Rancho Cucamonga and Phase II/Haven Alignment, from ONT to Kaiser Permanente Medical Center in Fontana. Phase I is scheduled for operation in early 2025. Construction of Phase II/Haven Alignment is scheduled to occur after the

completion of Phase I when funding is available. Stations would be “rapid bus” style stations designed for fast boarding

Phase 1 of the WVC Project is 19 miles and will upgrade a portion of existing Route 61 which runs along Holt Boulevard, adding approximately 3.5 miles as center running, dedicated bus-only lanes. There will be 21 stations in Phase 1 that will provide a much-improved transit connection to ONT and help build transit connectivity by linking ONT, two Metrolink lines (San Bernardino and Riverside) and multiple major activity centers along the route including Ontario Mills and Victoria Gardens. Headways will be 10 minutes in the peak commute period and 15 minutes off-peak, providing a high level of service to the community. The WVC Project traverses an urban corridor, and BRT stations have been located to create a comfortable, efficient transit place that fits into the community fabric. The WVC Project is in the public interest and necessity because it will create an efficient alternative to the use of personal vehicles thereby reducing the overall emissions into the environment.

The WVC is also in the public interest and necessity because it will improve travel time and the speed and reliability of bus transit based on the proposed exclusive bus-only lanes with five center-running stations in Ontario. The WVC Project is consistent with several regional and local land-use plans, including helping to achieve the goals of Southern California Association of Governments’ (SCAG) Regional Comprehensive Plan and Regional Transportation Plan/Sustainable Communities Strategy, SBCTA’s Long-Range Transit Plan for San Bernardino Valley, goals related to improving transit opportunities in the General Plans of the cities of Pomona, Montclair, Ontario, Rancho Cucamonga, and Fontana and the counties of Los Angeles and San Bernardino, and the Specific Plans, Community Plans, and Master Plans along the project corridor. Resolution No. 20-046 highlighted that the City of Ontario’s Holt Boulevard Mobility and Streetscape Strategic Plan specifically reflects the WVC Project with exclusive bus-only lanes on Holt Boulevard. In addition, the WVC Project will facilitate future transit-oriented developments and mixed-use developments along the project corridor to revitalize the WVC Project area. The WVC Project is also in the public interest and necessity because it will result in economic benefits for the area, revitalize adjacent land uses along the corridor, and improve sidewalks and parkways associated with land acquisition for the widened right-of-way.

2. The WVC Project is planned and located in the manner that will be most compatible with the greatest public good and least private injury.

The purpose of the WVC Project is to improve corridor mobility and transit efficiency in the western San Bernardino Valley from the city of Pomona, in Los Angeles County, to the city of Fontana, in San Bernardino County, with an enhanced, state-of-the-art BRT system (i.e., a system that includes off-board fare vending, all-door boarding, Transit Signal Priority (TSP) optimized operating plans, and stations that consist of branded shelter/canopy, security cameras, benches, lighting, and variable message signs). The WVC Project seeks to address the growing traffic congestion and travel demands of the nearly one million people that would be added to Los Angeles and San Bernardino County by 2040 as set forth in SCAG’s 2016 Regional Transportation Plan/Sustainable Communities Strategy growth forecast. Improved rapid transit along the project corridor would help Omnitrans and SBCTA achieve the long-range goals to cost effectively enhance lifeline mobility and accessibility, improve transit operations, increase ridership, support economic growth and redevelopment, conserve nonrenewable resources, and

improve corridor safety.

The WVC Project is planned and designed to improve transit service by better accommodating existing high bus ridership. It is also planned and designed to improve ridership by providing a viable and competitive transit alternative to the automobile and improve efficiency of transit service delivery while lowering Omnitrans' operating costs per rider. Further, the WVC Project supports local and regional planning goals to organize development along transit corridors and around transit stations. Current and future population and employment conditions establish a need for higher-quality transit service. The WVC Project corridor is primarily an inter-city route that serves densely populated neighborhoods with a high percentage of transit patrons that are minority, low-income, and/or transit dependent. The WVC Project corridor includes a current high level of employment and several key activity centers. Regionally, the Inland Empire leads the six-county southern California region in growth. Current and future transportation conditions establish a need for an improved transit system. The current standard bus service has several deficiencies that do not make transit an attractive alternative to the automobile, particularly in terms of corridor travel time. Current and future travel demand is expected to accompany the projected growth in population and employment, further increasing the need for an improved transit system. Finally, transit-related opportunities exist in the WVC Project area. Current transit access to employment and intermodal centers is considered inadequate to meet current and future needs. High-quality, reliable rapid transit service is needed to deliver riders to these multiple destinations; the WVC Project would provide such a service. The WVC Project alignment passes through potential redevelopment and transit-oriented development areas and would help foster their potential for development.

The WVC Project will affect approximately 241 parcels, and will require several business and residential relocations. SBCTA held several meetings and considered alternatives to the current Alternative B design that the Board selected as the preferred alternative based on the benefits to the WVC Project corridor. The WVC Project was planned and designed in a manner to accomplish the greatest public good and cause the least private injury. SBCTA and its acquisition agents have had numerous communications with the owners of the properties impacted by the WVC Project and will work with all owners of impacted parcels to minimize the impact of the WVC Project on the subject properties and to assist those persons and businesses displaced by the WVC Project to receive applicable relocation assistance and benefits.

3. Each of the Subject Property Interests SBCTA seeks to acquire is necessary for the WVC Project.

SBCTA seeks to construct the WVC Project, as planned and designed, to improve bus efficiency and reduce carbon emissions over a 19-mile segment. The WVC Project requires the acquisition of additional right-of-way for the proposed bus way. Phase 1 of the WVC Project is 19 miles and will upgrade a portion of existing Route 61 which runs along Holt Boulevard, adding approximately 3.5 miles as center running, dedicated bus-only lanes. There will be 21 stations in Phase 1 that will provide a much-improved transit connection to ONT and help build transit connectivity by linking ONT, two Metrolink lines (San Bernardino and Riverside) and multiple major activity centers along the route including Ontario Mills and Victoria Gardens. Headways will be 10 minutes in the peak commute period and 15 minutes off-peak, providing a high level of service to the community. The WVC Project traverses an urban corridor, and BRT stations have been identified to create a comfortable, efficient transit place that fits into the

community fabric. The WVC Project will create an efficient alternative to the use of personal vehicles thereby reducing the overall emissions into the environment.

Although SBCTA is constructing portions of the WVC Project within existing ROW, the WVC Project requires acquisition of the Subject Property Interests listed below and cannot be constructed without the acquisition of said Subject Property Interests:

- Jaswant Kaur Bir, Surviving Trustee of The Raghbir & Jaswant Bir Family Living Trust, dated March 27, 2015: A permanent roadway easement and a temporary construction easement are needed for construction of the WVC Project improvements.
- John Roubian, a married man, as his sole and separate property: A permanent roadway easement and a temporary construction easement are needed for construction of the WVC Project improvements.
- John D. Roubian II, a married man, as his sole and separate property: A permanent roadway easement and a temporary construction easement are needed for construction of the WVC Project improvements.
- Deborah Y. Cagle: A permanent roadway easement and a temporary construction easement are needed for construction of the WVC Project improvements.
- Susan Na, Trustee or any Successor Trustees in Trust, for The Susan Na Revocable Living Trust, utd January 8, 1993, and any Amendments: A permanent roadway easement and a temporary construction easement are needed for construction of the WVC Project improvements.
- Marlena Belichesky, Trustee of the Belichesky-Filipovic Trust, dated June 23, 2006: A permanent roadway easement and a temporary construction easement are needed for construction of the WVC Project improvements.
- Muhammad A. Malik: A permanent roadway easement and a temporary construction easement are needed for construction of the WVC Project improvements.
- Angelica Rodriguez, a single woman: A permanent roadway easement and a temporary construction easement are needed for construction of the WVC Project improvements.
- Phuoc Banh, a married man, as his sole and separate property; and Ky Banh, a married man, as his sole and separate property: A permanent roadway easement and a temporary construction easement are needed for construction of the WVC Project improvements.
- Jose Esparza, Trustee of The Jose Esparza Revocable Living Trust dated October 5, 2015: A permanent roadway easement and a temporary construction easement are needed for construction of the WVC Project improvements.

- Qihua Feng, a married man, as his sole and separate property: A permanent roadway easement and a temporary construction easement are needed for construction of the WVC Project improvements.
- Henry C. Kim, a single man: Two permanent roadway easements and two temporary construction easements are needed for construction of the WVC Project improvements.
- Lino Leon & Maria Guadalupe Muniz Salas: A permanent roadway easement and a temporary construction easement are needed for construction of the WVC Project improvements.
- Roger Alan Griffith, a married man, as his sole and separate property: A permanent roadway easement and a temporary construction easement are needed for construction of the WVC Project improvements.
- Jun Son Yoo, Trustee of the Jun Son Yoo Family Trust dated October 18, 2018: A permanent roadway easement and a temporary construction easement are needed for construction of the WVC Project improvements.
- Adrian Enriquez, Trustee of the Adrian Enriquez Trust, dated March 25, 1991: A permanent roadway easement and a temporary construction easement are needed for construction of the WVC Project improvements.
- Daniel E. Ledesma, an unmarried man, and Raul Enriquez Ledesma, Trustee of The Raul's Trust dated October 24, 1995 (as to Parcels 1, 2, 4, 5, 6, 8 & 9); Raul E. Ledesma, Trustee of The Raul's Trust dated October 24, 1995 (as to Parcels 3 & 7): A permanent roadway easement, and a temporary construction easement are needed for construction of the WVC Project improvements.

A number of parcels have constructed improvements that encroach within the public right-of-way. SBCTA is compensating the property owners for any improvements affected by the WVC Project, even in those cases where said improvements encroach in the public right-of-way.

As stated above, the public use for which SBCTA seeks to acquire the Subject Property Interests, namely street widening for bus related purposes to improve corridor mobility and transit efficiency with an enhanced, state-of-the-art BRT system, and all uses necessary or convenient thereto, will not unreasonably interfere with or impair the continuance of the public use to which any easement holders may have appropriated the area (Code of Civil Procedure Section 1240.510). Further, the WVC Project may require the relocation of several utilities to the proposed new right-of-way area. The public use for which SBCTA seeks to acquire the Subject Property Interests, namely street widening for bus related purposes to improve corridor mobility and transit efficiency with an enhanced, state-of-the-art BRT system, and all uses necessary or convenient thereto is a more necessary public use within the meaning of Code of Civil Procedure Section 1240.650 than the uses to which public utility easement holders have appropriated any utility easements located in the Subject Property Interests that are affected by the WVC Project.

Accordingly, SBCTA is authorized to acquire the Subject Property Interests pursuant to Code of Civil Procedure Sections 1240.510, 1240.610, and 1240.650.

Pursuant to Code of Civil Procedure Sections 1240.510 and 1240.610, to the extent that any of the Subject Property Interests are already devoted to a public use, the use proposed by this WVC Project is a more necessary public use than the use to which the Subject Property Interests, or any portion thereof, are already devoted, or, in the alternative, are a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Subject Property Interests, or any portion thereof, are already devoted.

In addition, to the extent the Subject Property Interests, or portions thereof, are currently devoted to or held for some public use, SBCTA intends to acquire substitute property pursuant to Code of Civil Procedure Sections 1240.320 and 1240.330. The requirements of said Sections have been satisfied and the acquisition of said substitute property is necessary for the WVC Project. The substitute property may be conveyed by SBCTA to the owner(s) of the property interests needed for the WVC Project. The substitute property may be conveyed by SBCTA to the owner(s) of the property interests needed for the WVC Project.

4. Offers required by Section 7267.2 of the Government Code have been made to the owner or owners of record.

SBCTA, pursuant to Government Code Section 7260 *et seq.*, obtained a fair market value appraisal of the Subject Property Interests, set just compensation in accordance with the fair market value and extended a written offer to the owners of record of the Subject Property Interests. As detailed above, SBCTA extended to the owner of record of the Subject Property Interest a written offer pursuant to Government Code Section 7267.2 to acquire the Subject Property Interests for a public use, namely public road widening and related purposes, and all uses necessary or convenient thereto. Specifically, SBCTA extended a written offer to the following record owners of the Subject Property interests:

- SBCTA extended a written offer to Jaswant Kaur Bir, Surviving Trustee of The Raghbir & Jaswant Bir Family Living Trust, dated March 27, 2015, to purchase an approximate 1,457 square foot permanent easement and impacted site improvements, as well as an approximate 13,541 square foot temporary construction easement with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at 717 E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1048-512-29.
- SBCTA extended a written offer to John Roubian to purchase an approximate 1,171 square foot permanent easement and impacted site improvements, as well as an approximate 3,965 square foot temporary construction easement with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at 630 E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1049-093-03 & 04.

- SBCTA extended a written offer to John D. Roubian, II, to purchase an approximate 1,251 square foot permanent easement and impacted site improvements, as well as an approximate 3,887 square foot temporary construction easement with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at 636 E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1049-093-06.
- SBCTA extended a written offer to Deborah Y. Cagle to purchase an approximate 2,962 square foot permanent easement and impacted site improvements, as well as an approximate 6,970 square foot temporary construction easement with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at 660 & 668 E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1049-094-04 & 14.
- SBCTA extended a written offer to Susan Na, Trustee or any Successor Trustees in Trust, for The Susan Na Revocable Living Trust, utd January 8, 1993, and any amendments, to purchase an approximate 1,140 square foot permanent easement and impacted site improvements, as well as an approximate 7,917 square foot temporary construction easement with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at 204 E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1049-063-01.
- SBCTA extended a written offer to Marlena Belichesky, Trustee of the Belichesky-Filipovic Trust, dated June 23, 2006, to purchase an approximate 2,261 square foot permanent easement and impacted site improvements, as well as an approximate 2,617 square foot temporary construction easement with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at 652 & 654 E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1049-094-01 & 02.
- SBCTA extended a written offer to Muhammad A. Malik to purchase an approximate 1,105 square foot permanent easement and impacted site improvements, as well as an approximate 4,037 square foot temporary construction easement with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at 616 E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1049-093-01.
- SBCTA extended a written offer to Angelica Rodriguez to purchase an approximate 1,327 square foot permanent easement and impacted site

improvements, as well as an approximate 3,808 square foot temporary construction easement with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at 640 E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1049-093-07 & 09.

- SBCTA extended a written offer to Phuoc Banh and Ky Banh to purchase an approximate 4,785 square foot permanent easement and impacted site improvements, as well as an approximate 26,283 square foot temporary construction easement with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at 444 E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1049-066-02.
- SBCTA extended a written offer to Jose Esparza, Trustee of The Jose Esparza Revocable Living Trust dated October 5, 2015, to purchase an approximate 1,090 square foot permanent easement and impacted site improvements, as well as an approximate 4,044 square foot temporary construction easement with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at 624 E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1049-093-02.
- SBCTA extended a written offer to Qihua Feng to purchase an approximate 551 square foot permanent easement and impacted site improvements, as well as an approximate 1,001 square foot temporary construction easement with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at 111 N. Monterey Avenue, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1048-523-15.
- SBCTA extended a written offer to Henry C. Kim to purchase an approximate 1,201 square foot permanent easement and impacted site improvements from APN 1049-101-06, an approximate 1,256 square foot permanent easement and impacted site improvements from APN 1049-101-07, as well as an approximate 6,445 square foot temporary construction easement with a term of twenty-four months from APN 1049-101-06, and an approximate 6,725 square foot temporary construction easement with a term of twenty-four months from APN 1049-101-07, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at 736-740 & 742-745 E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1049-101-06 & 07.
- SBCTA extended a written offer to Lino Leon and Maria Guadalupe Muniz Salas to purchase an approximate 1,269 square foot permanent easement and impacted

site improvements, as well as an approximate 6,761 square foot temporary construction easement with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at 754 E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1049-101-09.

- SBCTA extended a written offer to Roger Alan Griffith, to purchase an approximate 1,491 square foot permanent easement and impacted site improvements, as well as an approximate 15,256 square foot temporary construction easement with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at 766 E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1049-101-11.
- SBCTA extended a written offer to Jun Son Yoo, Trustee of the Jun Son Yoo Family Trust dated October 18, 2018, to purchase an approximate 871 square foot permanent easement and impacted site improvements, as well as an approximate 13,176 square foot temporary construction easement with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at the 930 - 932 E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1049-131-05.
- SBCTA extended a written offer to Adrian Enriquez, Trustee of the Adrian Enriquez Trust, dated March 25, 1991, to purchase an approximate 1,160 square foot permanent easement and impacted site improvements, as well as an approximate 6,237 square foot temporary construction easement with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at 728 - 732 1/2 E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1049-101-05.
- SBCTA extended a written offer to Daniel E. Ledesma and Raul Enrique Ledesma, Trustee of The Raul's Trust dated October 24, 1995, to purchase an approximate 1,286 square foot permanent easement and impacted site improvements from APN 1049-101-12, an approximate 795 square foot permanent easement and impacted site improvements from APN 1049-101-13, an approximate 1,457 square foot permanent easement and impacted site improvements from APN 1049-101-14, an approximate 1,570 square foot permanent easement and impacted site improvements from APN 1049-101-15, an approximate 1,123 square foot permanent easement and impacted site improvements from APN 1049-101-16, and approximate 1,282 square foot permanent easement and impacted site improvements from APN 1049-101-18, as well as an approximate 6,793 square foot temporary construction easement with a term of twenty-four months from APN 1049-101-12, an approximate 6,792 square foot temporary construction easement with a term of twenty-four months from

APN 1049-101-13, an approximate 6,722 square foot temporary construction easement with a term of twenty-four months from APN 1049-101-14, an approximate 877 square foot temporary construction easement with a term of twenty-four months from APN 1049-101-15, an approximate 1,348 square foot temporary construction easement with a term of twenty-four months from APN 1049-101-16, and an approximate 5,981 square foot temporary construction easement with a term of twenty-four months from APN 1049-101-18, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at 800, 810, 814, 824 & 828 E. Holt Boulevard, East of North Allyn Avenue, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1049-101-12, 13, 14, 15, 16 & 18.

Incorporation of Above-Referenced Documents:

The following documents on file with the SBCTA's Clerk's Office, which are referenced in this report, are incorporated herein by this reference:

- Resolutions of Necessity
- SBCTA Resolution No. 20-046
- Offer letter to the record owners of the Subject Property Interests
- Notice pursuant to Code of Civil Procedure Section 1245.235 to the record owners of the Subject Property Interests
- Notice pursuant to Code of Civil Procedure Section 1245.235 to the Cities of Montclair, Ontario, Pomona, and Rancho Cucamonga as required by Public Utilities Code Section 130220.5(c)
- Project plans
- Environmental Documents relating to the WVC Project

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 9, 2022. SBCTA General Counsel has reviewed this item and the draft resolutions.

Responsible Staff:

Ramie Dawit, Transit and Rail Consultant - WSP

Approved
Board of Directors
Date: July 6, 2022

Witnessed By:

6/27/2022

WEST VALLEY CONNECTOR PROJECT

RESOLUTIONS OF NECESSITY FOR PROJECT RIGHT-OF-WAY

Presenter: Ramie Dawit
SBCTA Right-of-Way Manager

Board of Directors
July 6, 2022



cta

San Bernardino County
Transportation Authority

SBCTA IS REQUESTED TO MAKE THE FOLLOWING FINDINGS:

1. The public interest and necessity require the proposed project
2. The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury
3. The real property to be acquired is necessary for the project
4. The offer of just compensation has been made to the property owner



SBCTA Request

6/27/2022

- Connect the Pomona, Montclair, Ontario, and Rancho Cucamonga communities with improved bus service with 10-minute headways during peak hour and 15-minute headways off peak hour and with stops at the Pomona Transit Center, Ontario International Airport, Ontario Mills, Rancho Cucamonga Metrolink Station, and Victoria Gardens
- Construct 21 bus stations serving the 19-mile-long route between the Pomona Transit Center in Pomona and Victoria Gardens in Rancho Cucamonga
- Widen approximately 3.5 miles of Holt Boulevard in Ontario to accommodate dedicated bus lanes and five center-running bus stations
- Introduce transit signal priority at intersections to improve bus service
- Provide enhanced amenities for passengers at stations including bike racks and improved wayfinding signage
- Install pantograph charging to allow for use of sustainable electric bus fleet
- Construct continuous sidewalk along both sides of Holt Boulevard through the City of Ontario to improve pedestrian accessibility

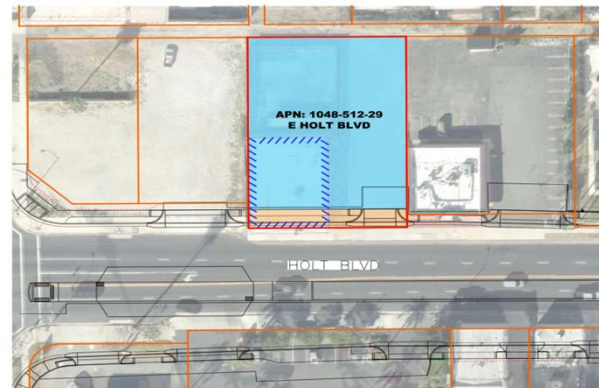


**WEST VALLEY CONNECTOR
PROJECT**
INFORMATION ONLY DO NOT RECORD



West Valley Connector Project

OWNER: BIR



LEGEND

- | | |
|---|--|
| — SELECTED PARCEL(S) | — PERMANENT EASEMENT AREA |
| — EXISTING RIGHT OF WAY | — TEMPORARY CONSTRUCTION EASEMENT AREA |
| — TEMPORARY CONSTRUCTION EASEMENT (TCE) | — EXISTING BUILDING/STRUCTURE |
| — PROPOSED RIGHT OF WAY | |

PROJECT AREA



**WEST VALLEY CONNECTOR
PROJECT**
INFORMATION ONLY DO NOT RECORD



Recommendation: B



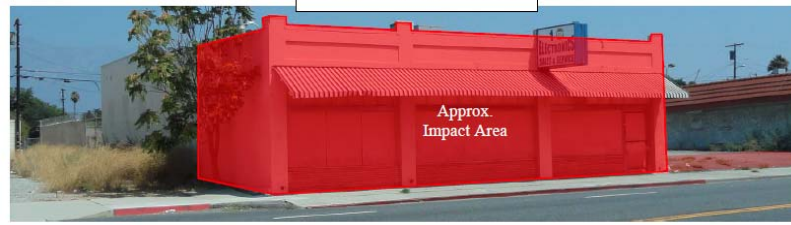
Parcel Location

6/27/2022

OWNER: BIR



HOLT BOULEVARD
Approx. 15' ROW Impact
(Facing Northwest/Northeast)



Recommendation: B



Parcel Location

OWNER: ROUBIAN



PROJECT AREA



LEGEND

- SELECTED PARCEL(S)
- EXISTING RIGHT OF WAY
- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- PROPOSED RIGHT OF WAY
- PERMANENT EASEMENT AREA
- TEMPORARY CONSTRUCTION EASEMENT AREA

WEST VALLEY CONNECTOR
PROJECT
INFORMATION ONLY DO NOT RECORD

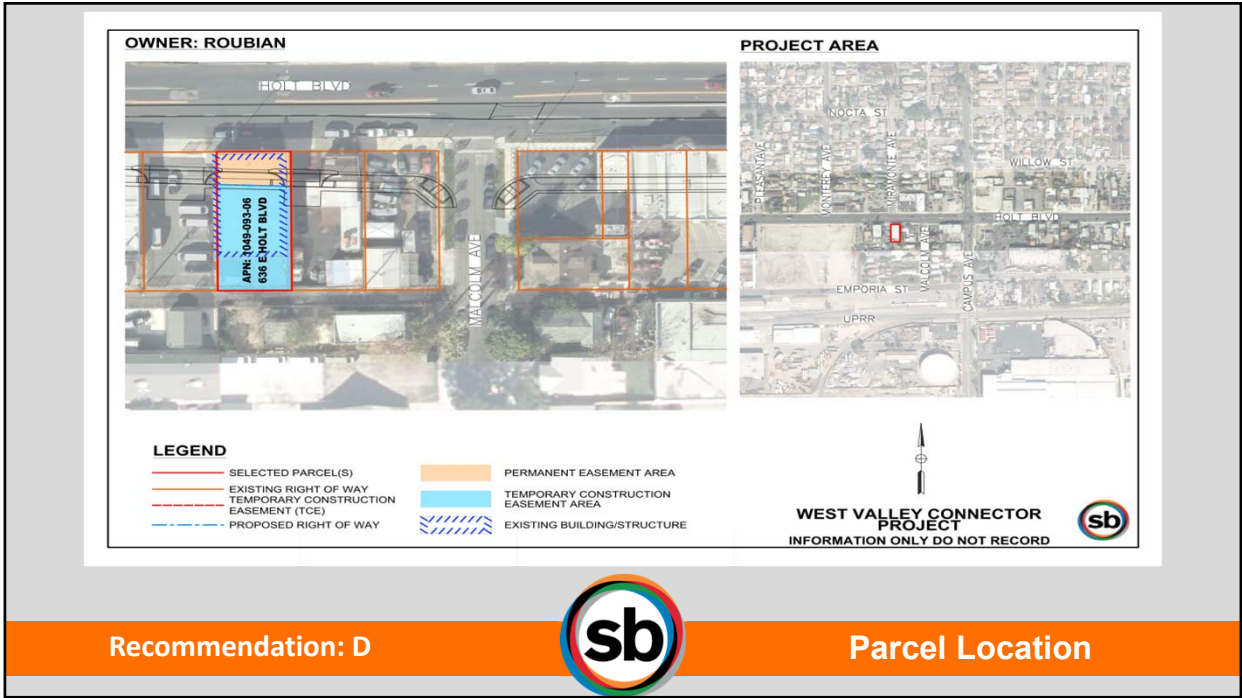


Recommendation: C

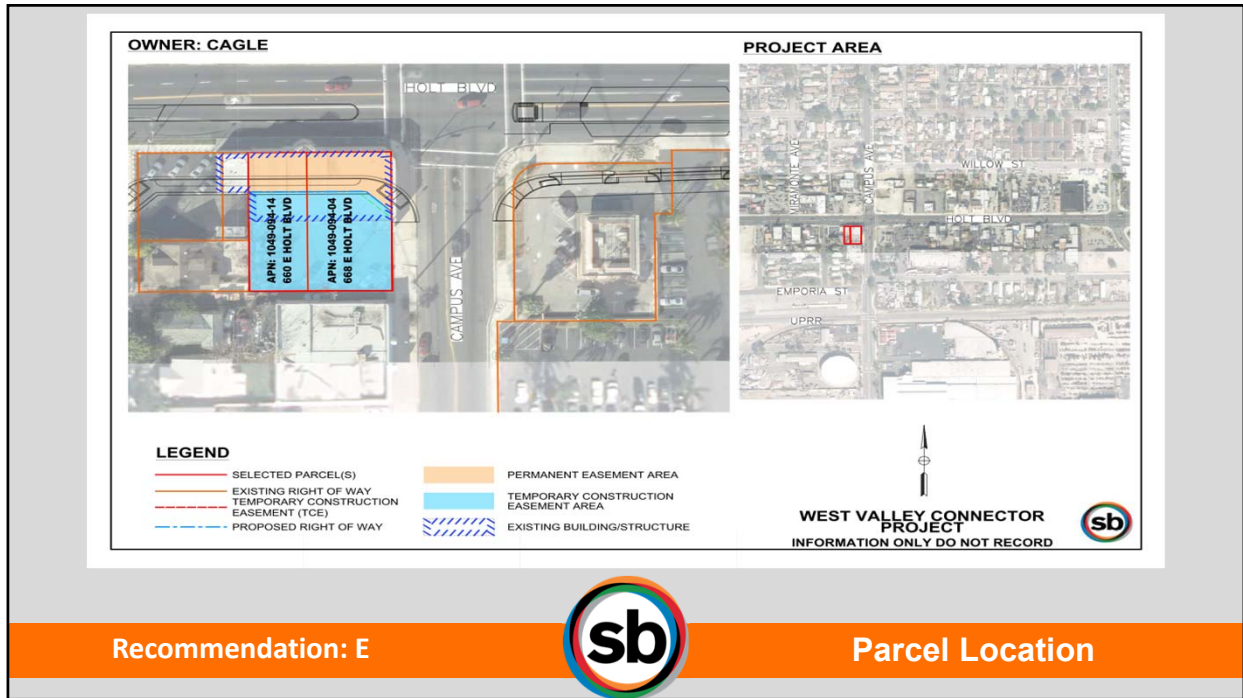


Parcel Location

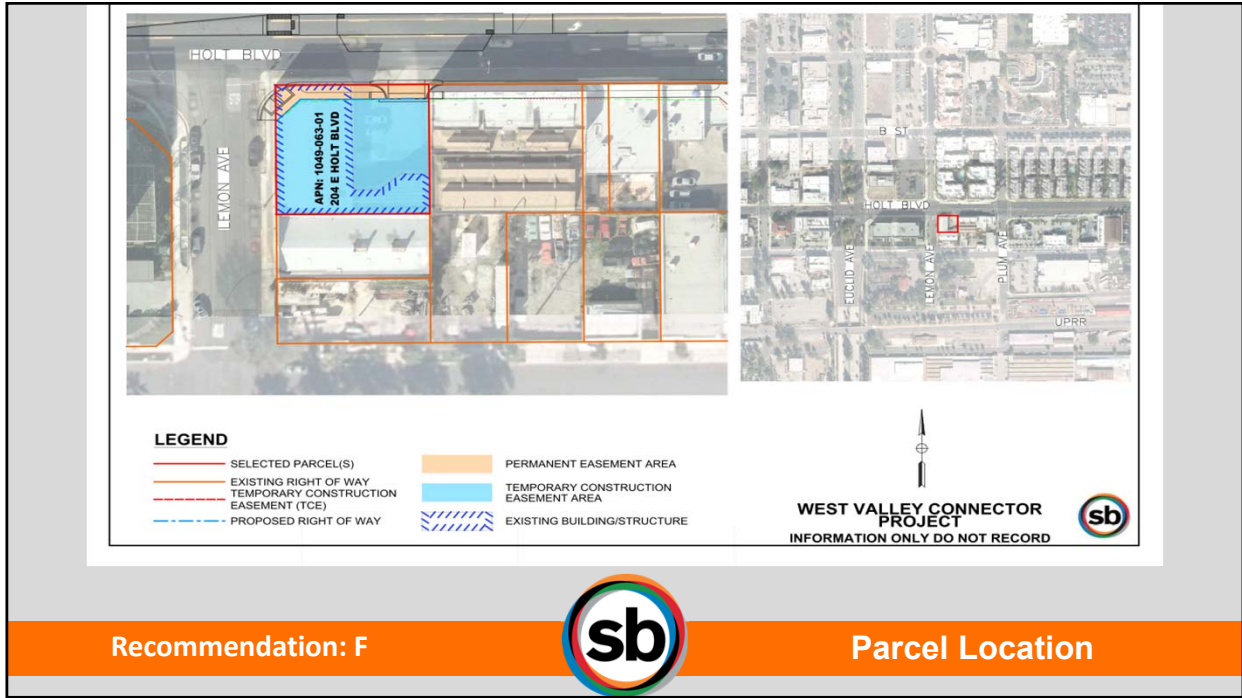
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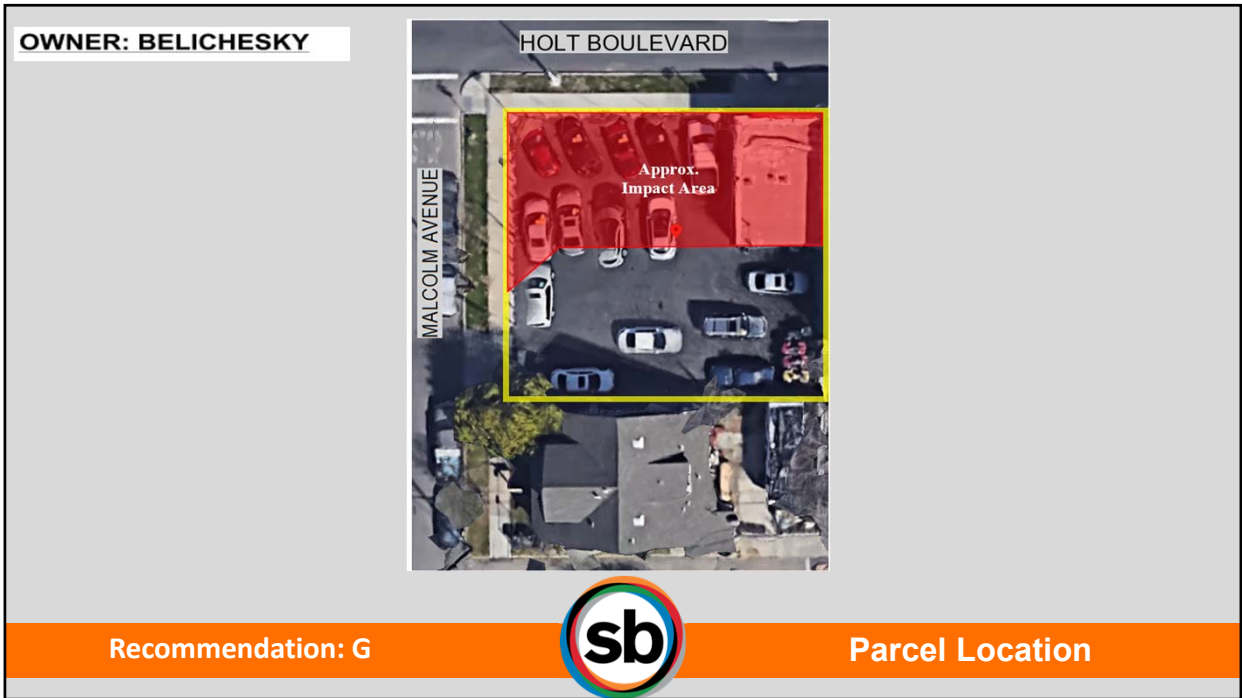
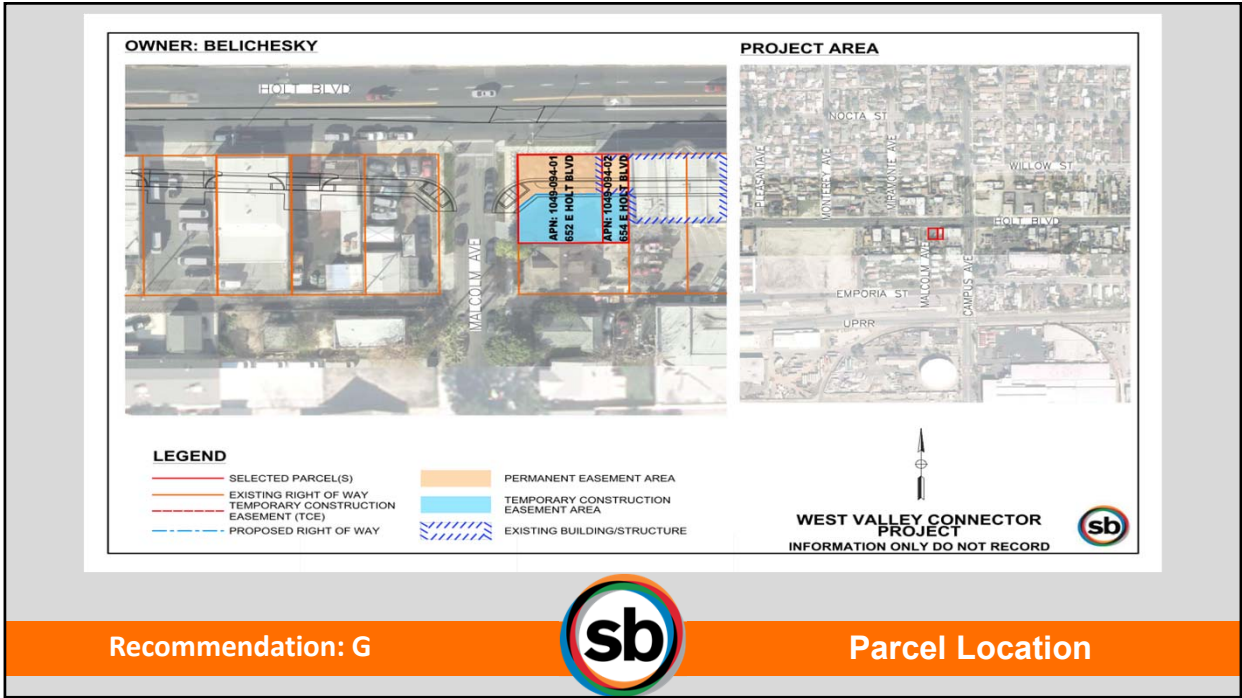
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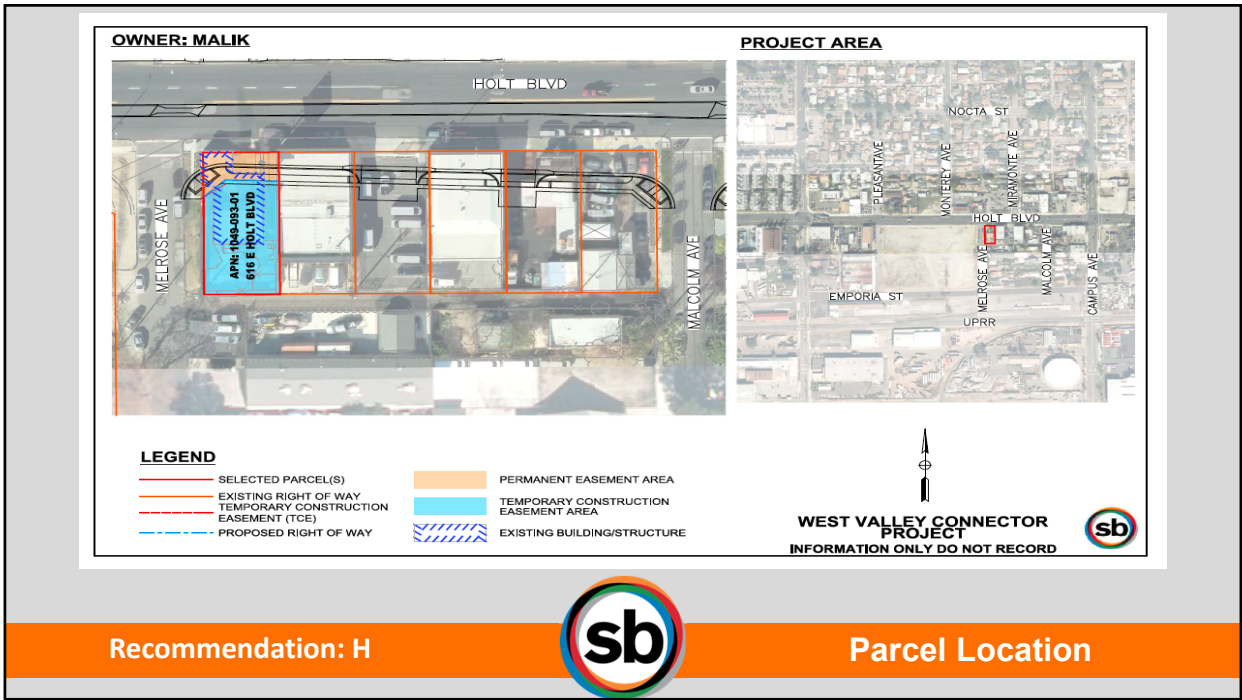
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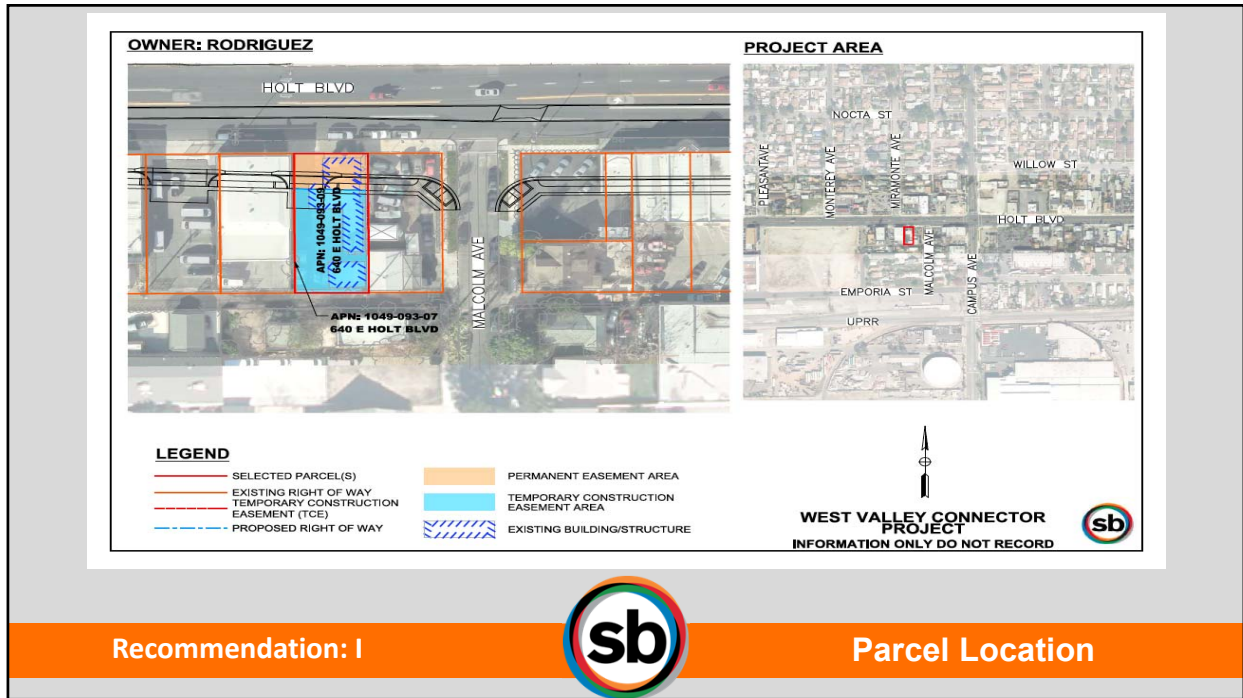
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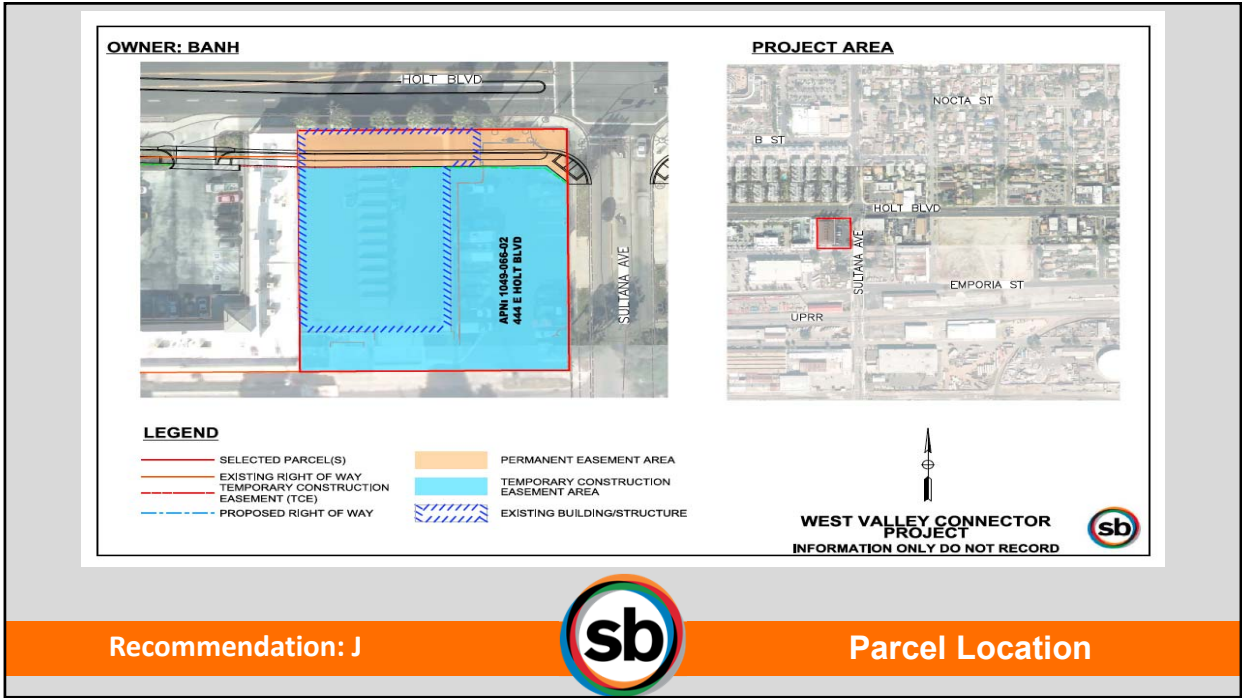
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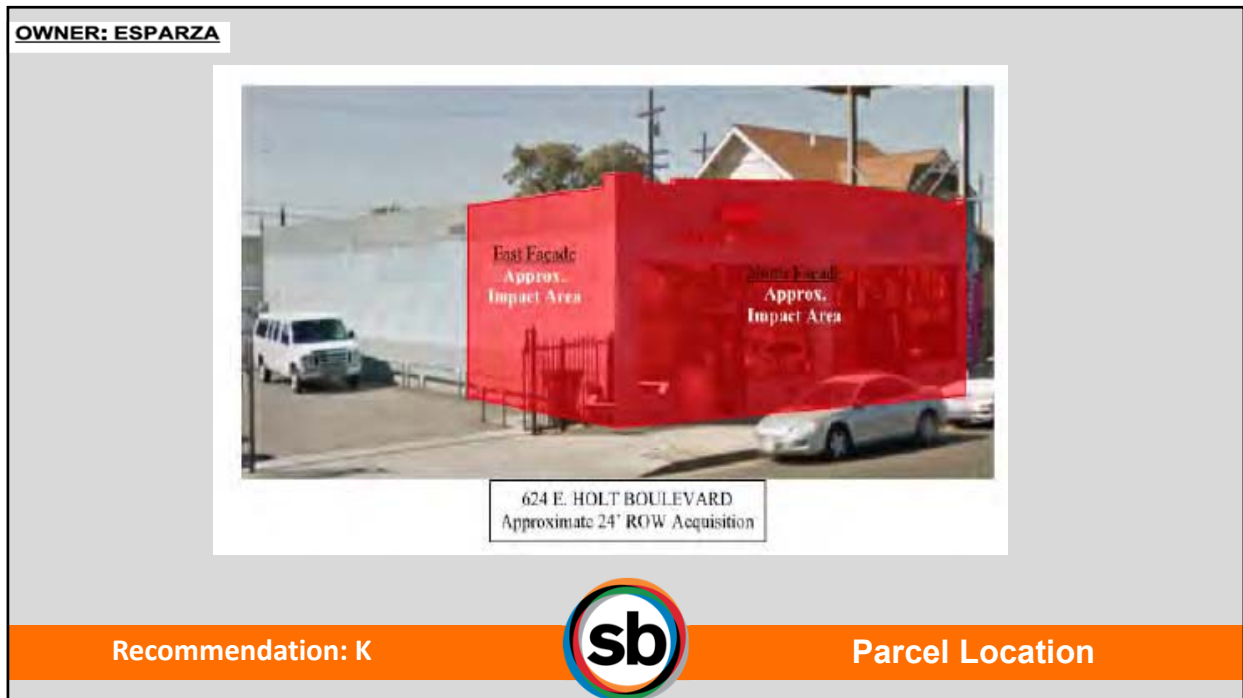
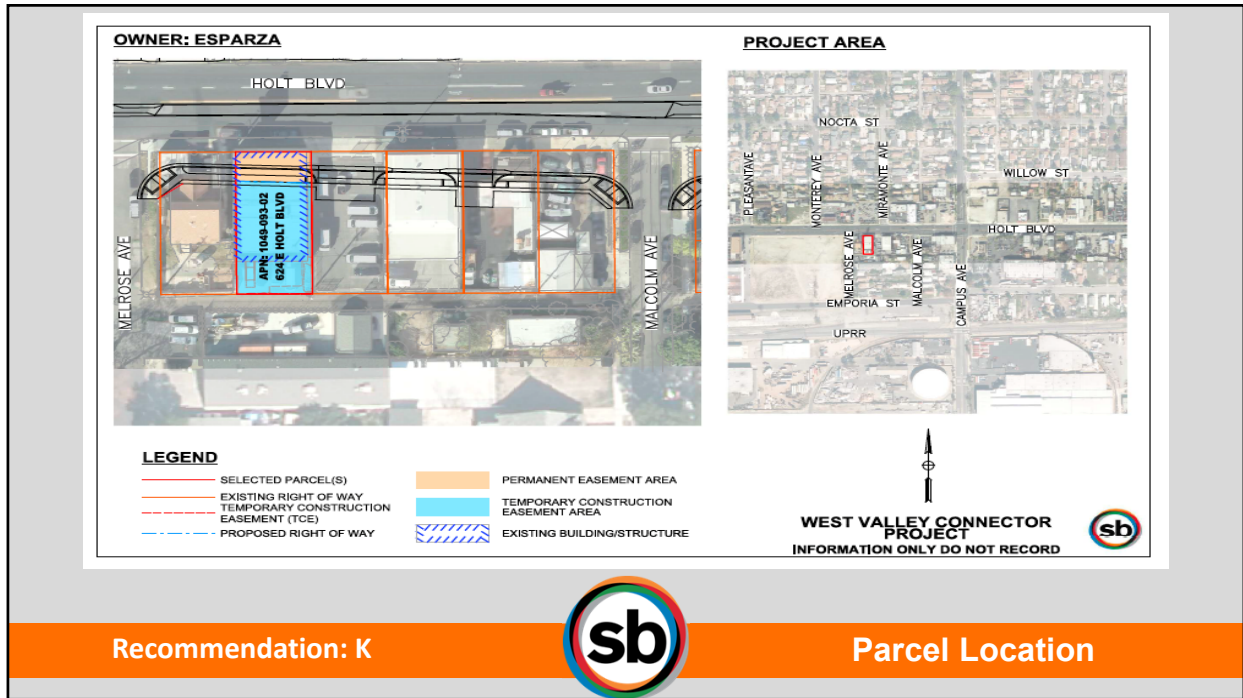
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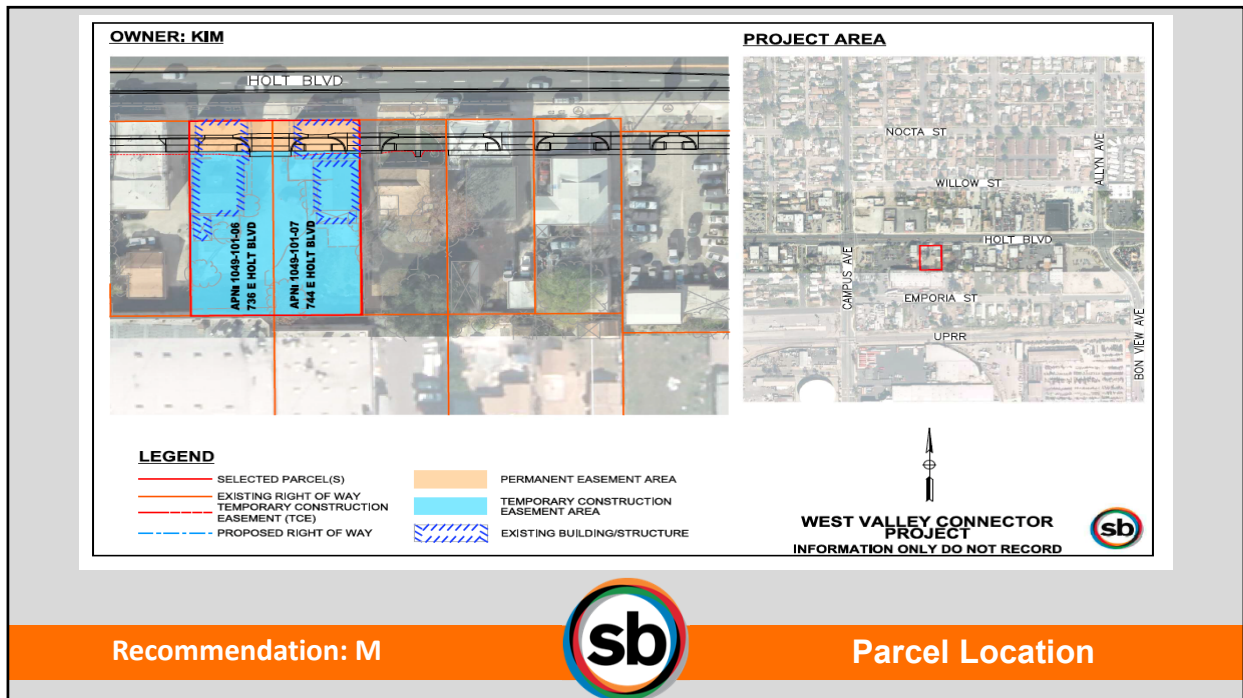
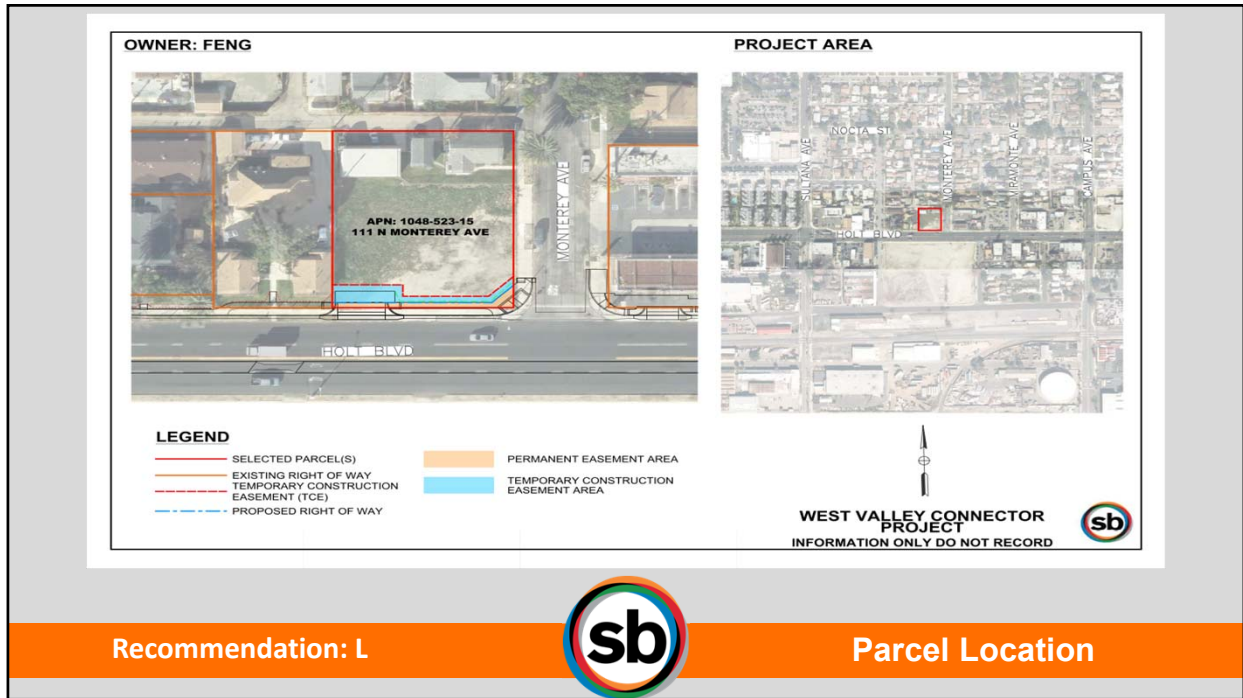
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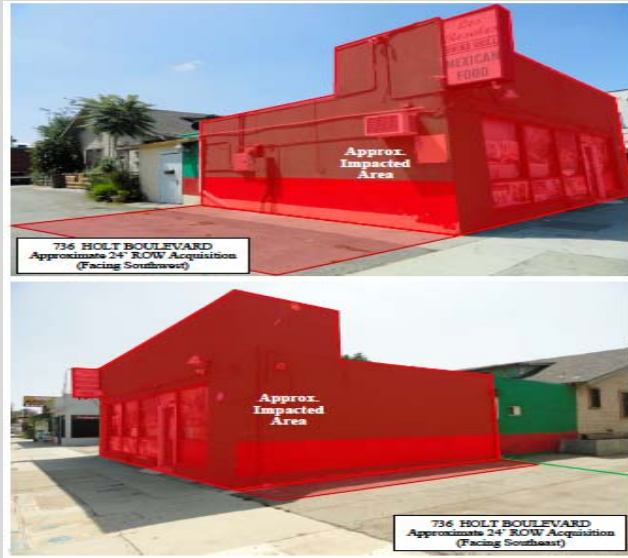


6/27/2022



6/27/2022

OWNER: KIM



Recommendation: M



Parcel Location

OWNER: KIM

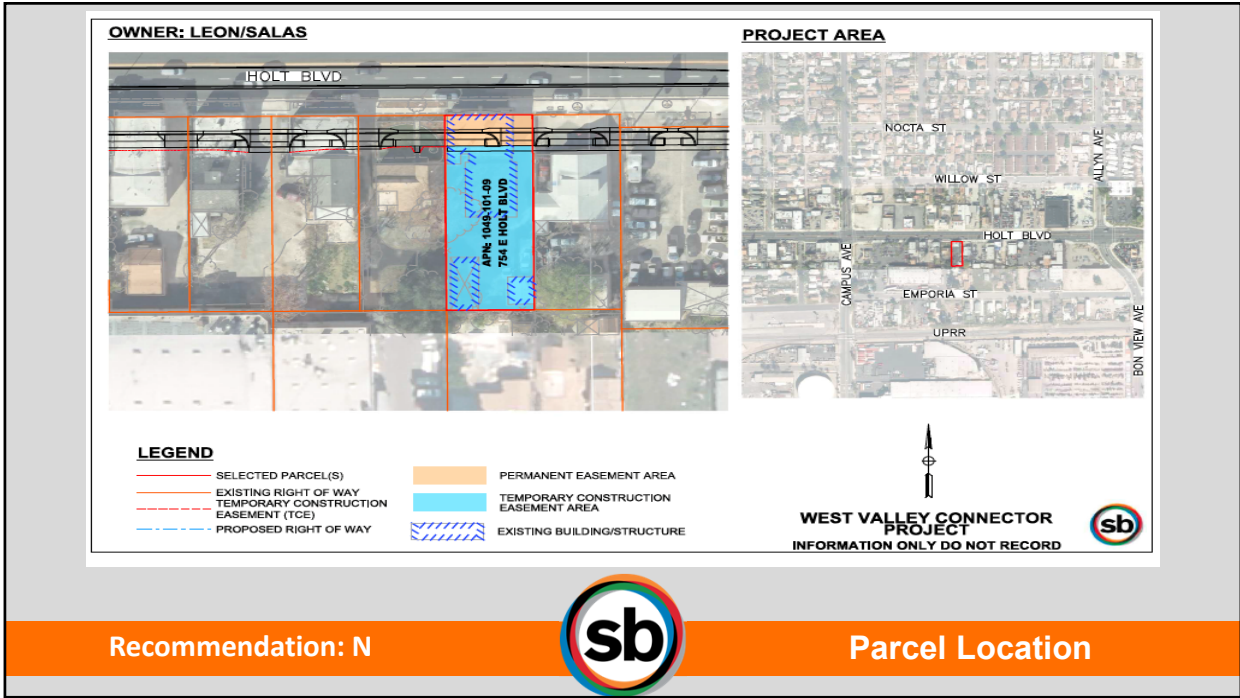


Recommendation: M

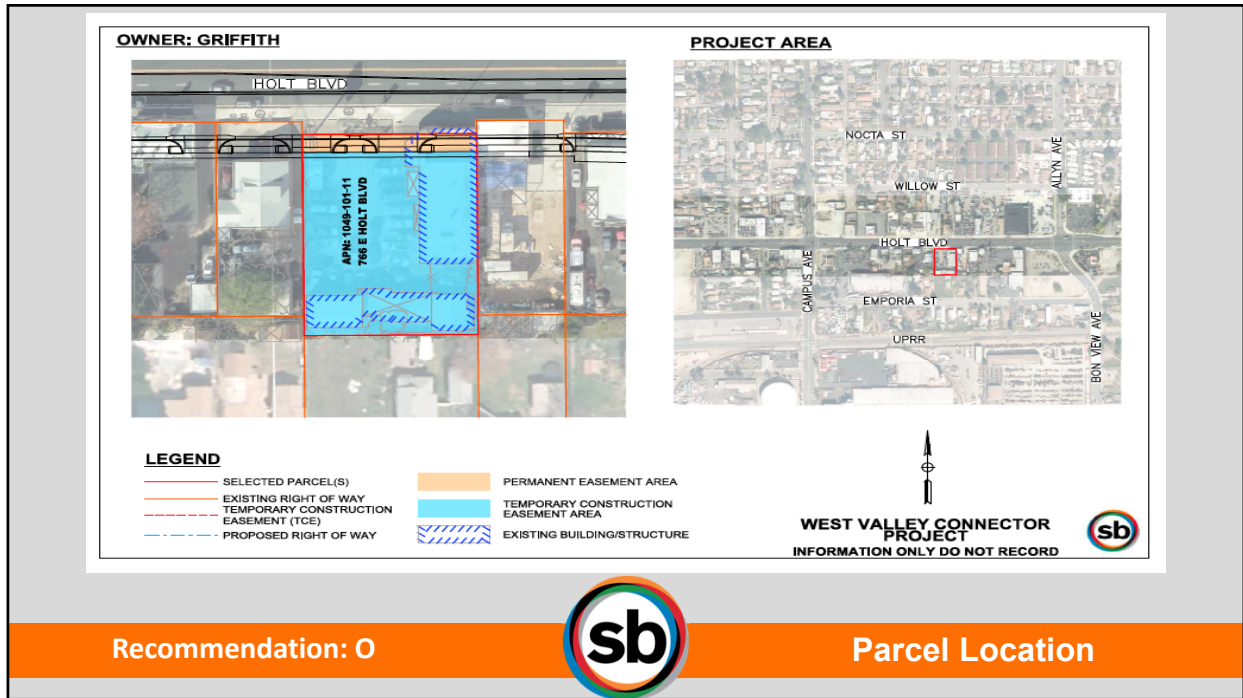


Parcel Location

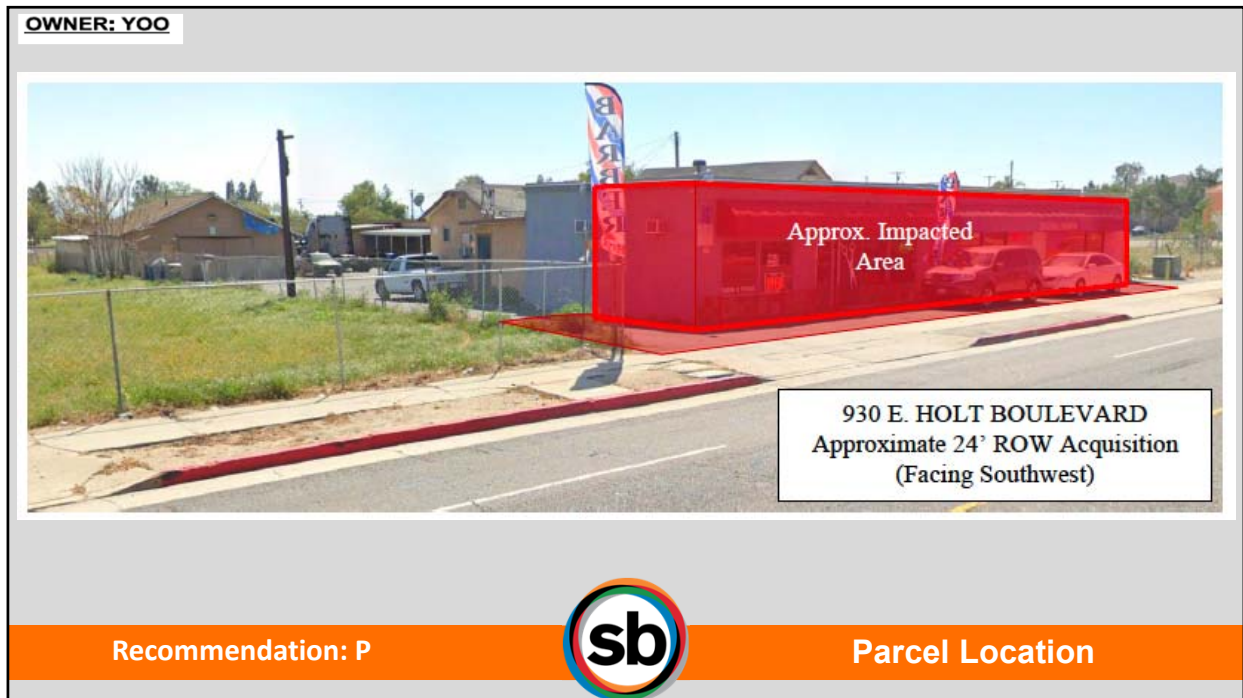
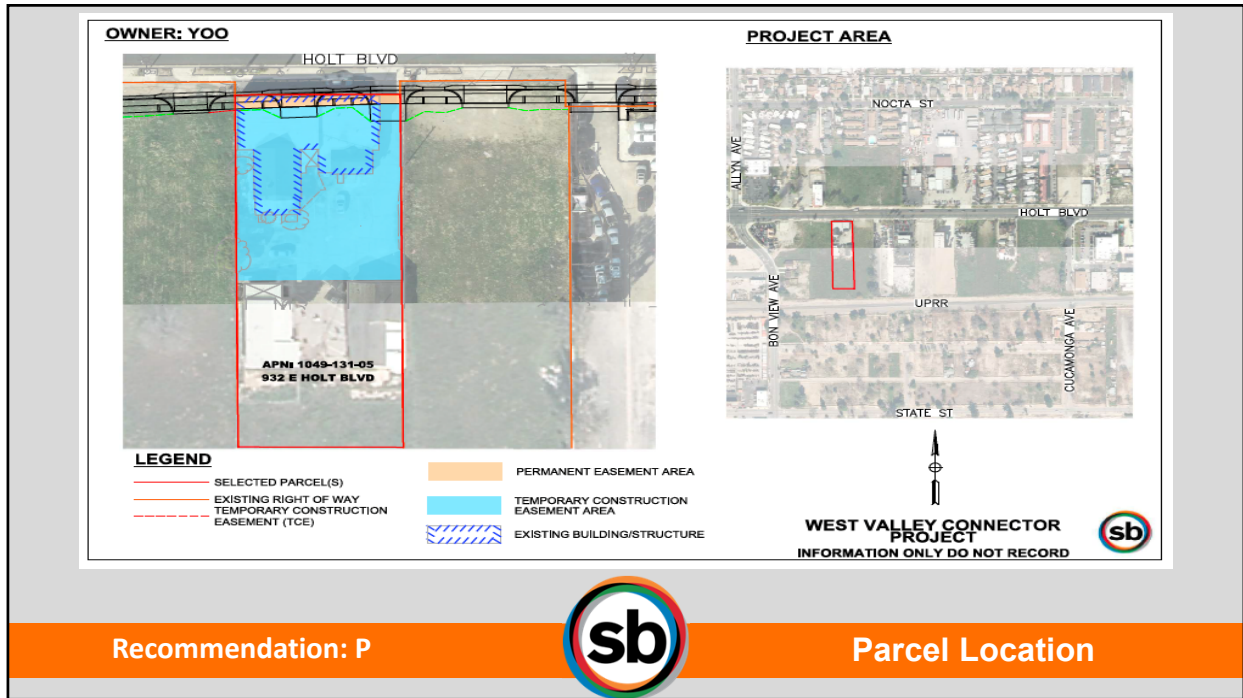
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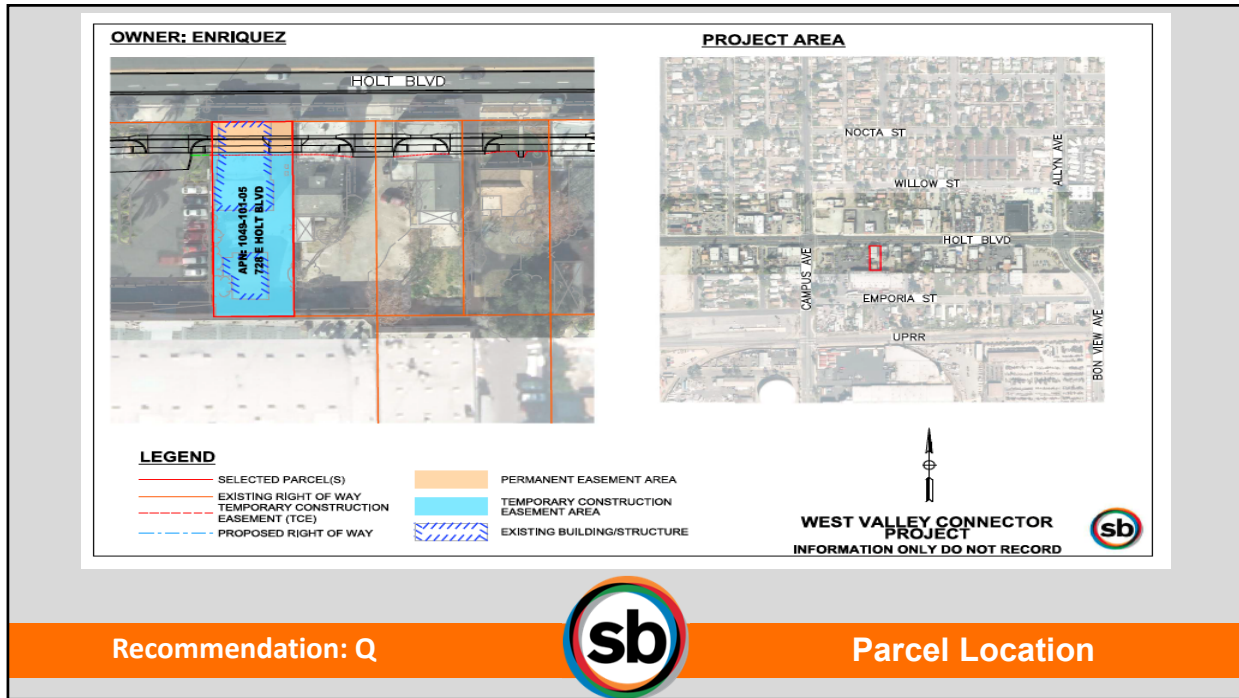
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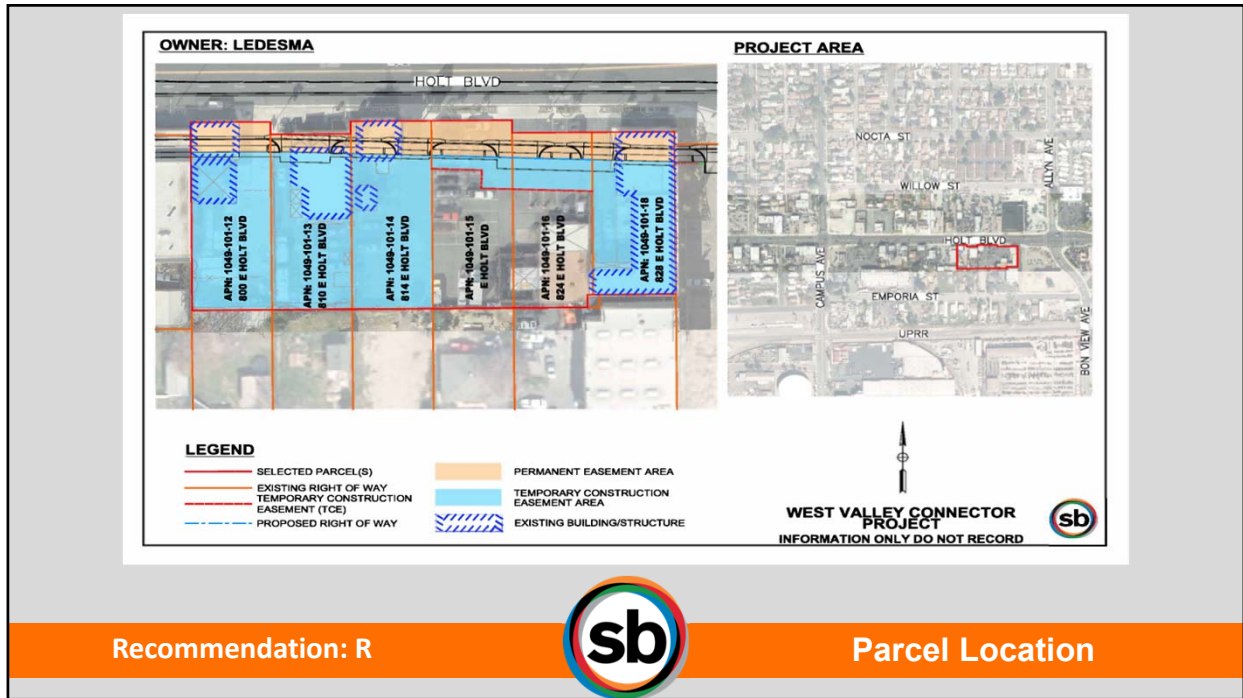
6/27/2022



6/27/2022



6/27/2022



6/27/2022

OWNER: LEDESMA



Recommendation: R



Communication Summary

OWNER: LEDESMA

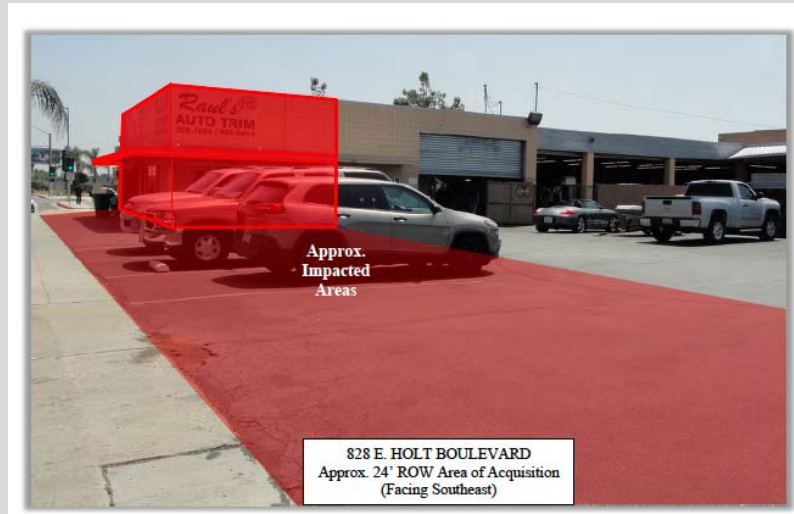


Recommendation: R



Parcel Location

6/27/2022

OWNER: LEDESMA**Recommendation: R****Parcel Location**


No.	Ownership	Date of First Contact	Mailing	In Person Meetings	Phone Contacts	E-Mails	Attorney Contacts	Unsuccessful Contacts*	Total
B.	Bir	4/25/22	2	1	0	0	0	9	12
C.	Roubian	10/29/21	1	0	6	15	0	0	22
D.	Roubian	10/29/21	1	0	6	15	0	0	22
E.	Cagle	5/12/21	1	1	0	0	41	0	43
F.	Na	4/27/22	2	0	1	1	0	5	9
G.	Belichsky	10/26/21	1	0	1	0	0	6	8
H.	Malik	3/21/22	0	1	0	0	4	0	5
I.	Rodriguez	5/27/21	2	2	7	0	0	7	18
J.	Banh	10/4/21	1	0	8	5	0	0	14
K.	Esparza	10/27/21	1	0	4	2	0	6	13
L.	Feng	None	5	0	0	0	0	10 In person (6) Phone (4)	15
M.	Kim	12/2/21	2	0	1		13	0	16
N.	Leon/Salas	3/15/22	3	0	5	0	0	0	8
O.	Griffith	3/14/22	2	1	18	2	0	0	23
P.	Yoo	10/19/21	3	0	1	7	4	5	20
Q.	Enriquez	3/30/22	3	0	4	15	0	0	22
R.	Ledesma	5/19/22	2	1	5	0	1	3	12
*Property visit, phone call and/or email with no response									

**Communication Summary**

6/27/2022

Item	Ownership	Offer Date
B.	Bir	2/11/22
C.	Roubian	2/2/22
D.	Roubian	3/30/22
E.	Cagle	3/3/22
F.	Na	3/30/22
G.	Belichsky	3/30/22
H.	Malik	3/21/22
I.	Rodriguez	3/29/22
J.	Banh	3/30/22
K.	Esparza	3/30/22
L.	Feng	11/3/21
M.	Kim	3/14/22
N.	Leon/Salas	3/14/22
O.	Griffith	3/14/22
P.	Yoo	3/30/22
Q.	Enriquez	3/13/22
R.	Ledesma	4/22/22


Offer of Just Compensation

<p align="center">SBCTA ADOPT A RESOLUTION OF NECESSITY BASED ON THE FOLLOWING FINDINGS:</p> <ol style="list-style-type: none"> 1. The public interest and necessity require the proposed project 2. The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury 3. The real property to be acquired is necessary for the project 4. The offer of just compensation has been made to the property owner
<div>  Staff Recommendation </div>

6/27/2022



Attachment: RON (July) Powerpoint Presentation PDF (8753 : Hearing to Consider RON for Property Interests for the WVC Project)

Minute Action

AGENDA ITEM: 32

Date: July 6, 2022

Subject:

US 395 Phase 2 Widening Project - Professional Services Request for Proposals No. 22-1002775

Recommendation:

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

A. Award Contract No. 22-1002775 to AECOM Technical Services, Inc., for an amount not-to-exceed \$7,104,413.13, for Plans, Specifications and Estimates (PS&E), and other Design Support Services, for the US-395 Freight Mobility and Safety - Phase 2 Project (Project) for the period beginning July 6, 2022 and ending June 30, 2027.

B. Approve contingency in the amount of \$710,441.31 for Contract No. 22-1002775, which would be released in accordance with Policy No. 11000 Procurement and Special Risk Assessment.

C. Approve the use of up to \$500,000 in Measure I Major Local Highway Program funds from the Victor Valley Subarea to begin design services prior to the availability of Federal funds, which are anticipated to be available by October 2022.

D. Authorize the Executive Director, or his designee, to execute Cooperative Agreement No. 22-1002816 with the California Department of Transportation (Caltrans) for the PS&E and Right-of-Way (ROW) phases for the Project between 0.16 miles north of US-395/Interstate 15 junction and State Route 18 (Palmdale Road), which designates SBCTA as the implementing agency for the Project and designates SBCTA as the agency acquiring ROW. Caltrans will provide PS&E and ROW oversight with no cost to the Project.

Background:

US-395 is designated as a “Priority Interregional Highway” in the California Department of Transportation (Caltrans) 2021 Interregional Transportation Strategic Plan (ITSP). US-395 is widely recognized as a critical linkage for goods movement, supporting the economies of multiple inland counties and an important agricultural route to and from the Central Valley.

In July 2002, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved Contract No. C03009, US-395 Development Review Memorandum of Understanding (MOU), between Caltrans, San Bernardino County, the Cities of Adelanto, Hesperia and Victorville, and San Bernardino County Transportation Authority (SBCTA). The MOU addressed the existing highway facility and acknowledged planning efforts for both the existing and new facility.

In February 2005, the Board approved four (4) cooperative agreements with each of the following agencies: the County of San Bernardino, and the Cities of Adelanto, Hesperia and Victorville (Participating Agencies) to provide funding for the sixteen (16) mile US-395 project from Interstate 15 (I-15) to Desert Flower Road, known as the US-395 Phase 2 Safety and Freight Corridor (“Project”).

Entity: San Bernardino County Transportation Authority

The Project Approval/Environmental Document (PA/ED) for the sixteen (16) mile project was completed in December 2009. A Supplemental Project Report and Environmental Impact Report (“EIR”) was approved in November 2017. The first segment (US-395, Phase 1) between State Route (SR) 18 and Chamberlaine Way, was completed and opened for beneficial use in 2020. This “gap closure” project between I-15 and SR 18 is the second of the three-phase project. Phase 3 between Chamberlaine Way and Desert Flower Road will be undertaken in the future as funding becomes available.

The Project would widen US-395 from two (2) lanes to four (4) lanes, with a continuous median, between 0.4 miles north of I-15 and SR 18 (Palmdale Road), a distance of approximately seven (7) miles. It would be a collaborative effort by SBCTA and Caltrans to close a critical gap in US-395 in the Victor Valley.

On March 8, 2022, Request for Proposals (RFP) No. 22-1002775 was released and posted on PlanetBids and SBCTA’s website to solicit firms to assist SBCTA in providing Plans, Specifications and Estimates (PS&E) Design Services for the US-395, Phase 2. The solicitation was issued in accordance with SBCTA’s Procurement and Special Risk Assessment Policy No. 11000. The solicitation was sent electronically to approximately 895 firms and consultants registered on PlanetBids. Of the 895 firms notified, 62 firms downloaded the RFP.

The Pre-Proposal Conference was held on March 17, 2022 and Addendum No. 1 was released the same day to remind attendees to complete the electronic sign-in sheet for the Pre-Proposal meeting that occurred on March 24, 2022. Addendum No. 2 was released to provide a Pre-Proposal Attendees List. On April 4, 2022, Addendum No. 3 was released to provide SBCTA’s responses to questions received by the deadline date outlined in the RFP.

On April 13, 2022, SBCTA received four (4) proposals by the date and time specified in the RFP, from AECOM Technical Services, Inc., EXP US Services, Inc., Kimley-Horn and Associates, Inc., and TRC Engineers, Inc. A responsiveness review was conducted by the Procurement Analyst and found all four (4) proposals were in compliance with the requirements and specifications outlined in the RFP. The Evaluation Committee was comprised of staff from SBCTA, Caltrans District 8, and the San Bernardino County Department of Public Works.

The Evaluation Committee concluded their individual review of the proposals and convened to review, discuss, and score the proposals. The Evaluation Committee members met on April 26, 2022, and discussed each proposal according to the evaluation criteria, including the proposal’s strengths and weaknesses. At the completion of discussions, the Evaluation Committee individually scored the proposals based on the following evaluation criteria: Qualifications of the Firm - 30%, Proposed Staffing and Project Organization - 35%, and Work Plan - 35%. The firms were ranked in order of technical merit, and a short-list was developed. The firms short-listed and invited to interviews were: AECOM Technical Services, Inc. and Kimley-Horn and Associates, Inc.

On May 3, 2022, both firms were interviewed, and the Evaluation Committee considered both qualified to perform the work specified in the RFP. As it was ranked highest and demonstrated knowledge of the Project experience and qualifications of staff, AECOM Technical Services, Inc., is being recommended.

Board of Directors Agenda Item

July 6, 2022

Page 3

As a result of the scoring, the committee recommends that the contract to perform the scope of work as outlined in RFP No. 22-1002775 be awarded to AECOM Technical Services, Inc. The firm clearly demonstrated a thorough understanding of the scope of work, proposed a qualified team, had a clear and concise work plan, and had an innovative approach to the Project showing the ability to perform the work necessary to complete the Project on schedule and within budget. Evaluation forms and reference checks are located in the Contract Audit File.

Contract No. 22-1002775 is to provide the Professional Design Services. Professional Design Services will include the Environmental Re-validation, PS&E, and Construction Support Services for the Project. The end result of this work will be a PS&E package that would be ready to advertise for construction.

As the Project is progressing to the PS&E and ROW phases, a cooperative agreement with Caltrans is required to define roles, responsibilities, and funding commitments for the PS&E and ROW phases. Under Cooperative Agreement No. 22-1002816, SBCTA would be the implementing agency for the design and ROW phases with Caltrans providing design and ROW oversight at no cost to the Project.

Recommendation A

Approve Contract No. 22-1002775 with AECOM Technical Services, Inc., for \$7,104,413.13. The contract duration will be 5 (five) years to support the procurement of a construction contractor, and to provide design support during construction. It is anticipated that construction would start near the end of 2024, and be complete in about two (2) years.

Recommendation B

Approve a contingency budget in the amount of \$710,441.31 for Contract No. 22-1002775 and authorize the Department Director, or his designee, to release contingency as necessary for the Project per SBCTA's Procurement and Special Risk Assessment Policy No. 11000.

Recommendation C

The 10-Year Delivery Plan identified Federal funds to be used for the design phase of the Project; however, Federal funds cannot be used until the phase has been authorized by the Federal Highway Administration. To allow the Project work to proceed, staff recommends the Board approve the use of up to \$500,000 in Measure I Major Local Highway Program funds from the Victor Valley Subarea. Staff has determined that there is sufficient balance, and this use will not impact the delivery of other projects in the Victor Valley Subarea.

Recommendation D

Authorize the Executive Director, or his designee, to execute Cooperative Agreement No. 22-1002816 with Caltrans for the PS&E and ROW phases for the US-395 Freight Mobility and Safety Project between 0.16 miles north of US-395/I-15 junction and SR 18 (Palmdale Road), which designates SBCTA as the implementing agency for the Project and designates SBCTA as the agency acquiring ROW.

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget under Task No. 0820 Freeway Projects, Sub-Task No. 0844 US-395 Widening Phase 2.

Board of Directors Agenda Item
July 6, 2022
Page 4

Reviewed By:

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

Responsible Staff:

Kristi Harris, Construction Manager

Approved
Board of Directors
Date: July 6, 2022
Witnessed By:

General Contract Information

Contract No: 22-1002775 Amendment No.: _____

Contract Class: Payable Department: Project Delivery

Vendor No.: 00091 Vendor Name: AECOM Technical Services, Inc

Description: Professional Services Contract for the Design, PS&E, of US-395 Ph 2 Widening

List Any Related Contract Nos.: _____

Dollar Amount					
Original Contract	\$	7,104,413.13	Original Contingency	\$	710,441.31
Prior Amendments	\$	-	Prior Amendments	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	7,104,413.13	Total Contingency Value	\$	710,441.31
	Total Dollar Authority (Contract Value and Contingency)			\$	7,814,854.44

Contract Authorization

Board of Directors _____ Date: 07/06/2022 Board _____ Item # 8565

Contract Management (Internal Purposes Only)

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

Federal/Local _____ Design _____ N/A _____

Accounts Payable

Estimated Start Date: 07/18/2022 Expiration Date 06/30/2027 Revised Expiration Date: _____

NHS: Yes QMP/QAP: Yes Prevailing Wage: Yes

							Total Contract Funding:		Total Contingency:	
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$		\$
GL: 2082	40	0820	0844	52001	42106847	630	HIP - CRRSAA	7,104,413.13		710,441.31
GL: 4230	40	0820	0844	52001	41100000	630	VV MSI MLHP	6,604,413.13		710,441.31
GL: 1								500,000.00		-
GL: 1								-		-
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GL: 1								-		-
GL: 1								-		-
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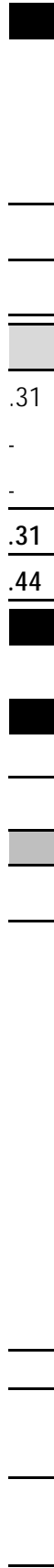
Kristi Lynn Harris

Project Manager (Print Name)

Henry Stultz

Task Manager (Print Name)

Additional Notes: Up to \$500,000 in MSI funds will be used until Federal funds are authorized. Upon authorization, the contract will be funded with 100% Federal funds.



CONTRACT NO. 22-1002775**BY AND BETWEEN****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND****AECOM TECHNICAL SERVICES, INC.****FOR**

PROFESSIONAL SERVICES FOR THE PLANS, SPECIFICATIONS AND ESTIMATES (PS&E), ENVIRONMENTAL REVALIDATION, RIGHT-OF-WAY (ROW) AND CONSTRUCTION SUPPORT FOR US-395 PHASE 2 This contract (referred to as “Contract” or “Agreement”), is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA” or “LOCAL AGENCY”) whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and AECOM Technical Services, Inc. (“CONSULTANT”) whose address is 999 W. Town & Country Road, Orange, CA 92868. SBCTA and CONSULTANT are each a “Party” and collectively the “Parties”.

RECITALS:

WHEREAS, SBCTA requires work as described in Exhibit A of this Contract; and

WHEREAS, CONSULTANT has confirmed that CONSULTANT has the requisite professional qualifications, personnel and experience and is fully capable and qualified to perform the work identified herein; and

WHEREAS, CONSULTANT desires to perform all work identified herein and to do so for the compensation and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I. INTRODUCTION

- A. The work to be performed under this Contract is set forth in Exhibit A “Scope of Work” and Exhibit B “CONSULTANT’s Approved Cost Proposal” (“Cost Proposal”) dated June 13, 2022 (collectively the “Work” or “Services”).
- B. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of SBCTA.
- C. Without the written consent of SBCTA, this Contract is not assignable by CONSULTANT either in whole or in part. SBCTA may assign its rights and obligations under this Contract in whole or in part to any related or successor agency. However, claims for money due or which become due to CONSULTANT from LOCAL AGENCY under this Contract may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.

- D. No alteration or variations of the terms of this Contract shall be valid, unless made in writing and signed by the Parties; and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties.
- E. The consideration to be paid to CONSULTANT as provided in this Contract shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
- F. SBCTA's Project Manager or Contract Administrator for this Contract is Kristi Harris. Contract Administrator delegates authority to issue the Notice to Proceed to SBCTA's Procurement Manager.

ARTICLE II. PROJECT DESCRIPTION/SCOPE OF WORK

CONSULTANT agrees to perform the Work in accordance with all applicable professional architectural, engineering, construction management, land surveying and/or materials testing standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined herein. The word "Work", as used herein, includes without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and Work imposed upon or assumed by CONSULTANT hereunder. The Work performed under this Contract shall be completed to the satisfaction of SBCTA, with its satisfaction being based on prevailing applicable professional standards. Scope of Work is sometimes referred to as Statement of Work in this Contract. The Scope of Work is more fully described in Exhibit A.

ARTICLE III. CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports to SBCTA at least once a month. The report should be sufficiently detailed for Contract Administrator to determine if CONSULTANT is performing to expectations and is on schedule, to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered so remedies can be developed.
- B. CONSULTANT's project manager shall meet with SBCTA's Contract Administrator, as needed, to discuss progress on the Contract.

ARTICLE IV. PERFORMANCE PERIOD

- A. This Contract shall go into effect on July 6, 2022, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The Contract shall end on June 30, 2027, unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the Contract is fully executed and approved by LOCAL AGENCY.

ARTICLE V. ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this Contract will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the Work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, Exhibit B, unless additional reimbursement is provided for by contract amendment. In no event will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal, Exhibit B. In the event that LOCAL AGENCY determines that a change to the Work from that specified in the Cost Proposal and Contract is required, the contract time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by contract amendment to accommodate the changed Work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.
- B. The indirect cost rate established for this Contract is extended through the duration of this specific Contract.
- C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of Three Hundred Fifteen Thousand Nine Hundred Sixty Six Dollars and Eighty Four Cents (\$315,966.84). The fixed fee is nonadjustable for the term of the Contract, except in the event of a significant change in the Scope of Work and such adjustment is made by contract amendment.
- D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Scope of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- G. No payment will be made prior to approval of any Work, nor for any Work performed prior to approval of this Contract.
- H. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices. Invoices shall be submitted no later than 45 calendar days after the performance of Work for which CONSULTANT is billing except for the month of June, which will require the invoice to be submitted by July 10th. Invoices shall detail the work performed on each milestone and each

project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase of this Contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be emailed to LOCAL AGENCY's Contract Administrator at: ap@gosbcta.com

For large files over 30 megabytes, invoices can be submitted using this link:

<https://sanbag-lfweb.sanbag.ca.gov/Forms/Invoice-submission>

- I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed Seven Million One Hundred Four Thousand Four Hundred Thirteen Dollars and Thirteen Cents (\$7,104,413.13).
- J. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by LOCAL AGENCY's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

- K. All subcontracts in excess of \$25,000 shall contain the provisions of this Article.

ARTICLE VI. TERMINATION

- A. LOCAL AGENCY reserves the right to terminate this Contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. LOCAL AGENCY may temporarily suspend this Contract, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this Contract. A temporary suspension may be issued concurrent with the notice of termination.
- C. LOCAL AGENCY may terminate this Contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the Work in manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this Contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this Contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the Contract, in which case the overage shall be deducted from any sum due CONSULTANT under this Contract and the balance, if any, shall be paid to CONSULTANT upon demand.

ARTICLE VII. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR Part 31, shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 or 48 CFR Part 31, are subject to repayment by CONSULTANT to LOCAL AGENCY.

ARTICLE VIII. RETENTION OF RECORDS/AUDIT

- A. For the purpose of determining compliance with Government Code 8546.7, CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Contract, including but not limited to, the costs, of administering the Contract. All parties, including the CONSULTANT's Independent CPA, shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the Contract. The state, State Auditor, LOCAL AGENCY, Federal Highway Administration (FHWA), or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants' (CPA) work papers that are pertinent to the Contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

ARTICLE IX. AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this Contract.
- D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Contract, Cost Proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of

a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Contract, Cost Proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the Contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments (including LOCAL AGENCY) have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the Contract and disallowance of prior reimbursed costs.

- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review by Caltrans' Independent Office of Audits and Investigation (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Contract terms and cause for termination of the Contract and disallowance of prior reimbursed costs.
1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely matter. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR compliant ICR (e.g., 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI. Accepted rates will be as follows:
 - a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
 2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
 3. If the CONSULTANT fails to comply with the provisions of this Section E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that

was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Contract.

4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA-audited ICR; (2) all work under this Contract has been completed to the satisfaction of LOCAL AGENCY; and (3) IOAI has issued its final ICR review letter. The CONSULTANT must submit its final invoice to LOCAL AGENCY no later than 60 days after occurrence of the last of these items. The accepted ICR will apply to this Contract and all other contracts executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X. SUBCONTRACTING

- A. Nothing contained in this Contract or otherwise shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the Work contemplated with resources available within its own organization and no portion of the Work pertinent to this Contract shall be subcontracted without written authorization by LOCAL AGENCY's Contract Administrator, except that which is expressly identified in the approval Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.
- D. All subcontracts entered into as a result of this Contract shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).
- F. Prompt Progress Payment:

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than one hundred fifty percent (150) of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee

to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

ARTICLE XI. EQUIPMENT PURCHASE

- A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this Contract is subject to the following:
 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the Contract, or if the Contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.
 2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII. STATE PREVAILING WAGE RATES

- A. CONSULTANT and Subconsultants must register with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this Contract, including any subsequent amendments.

- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages in accordance with the General Prevailing Wage Rate Determinations available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>), as well as the Department of Industrial Relations website at <http://www.dir.ca.gov>. These wage rates are made a specific part of this Contract by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. CONSULTANT shall ensure that it and each of its subconsultant keeps accurate certified payroll records in accordance with Labor Code §1776 and 8 CCR §16000.
- D. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements.
- E. Eight (8) hours labor constitutes a legal day's work. Time of service of any worker employed by CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work is restricted or limited to no more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815. Any violation of this provision shall subject CONSULTANT to penalties as specified in Labor Code §1813.
- F. Employment of Apprentices.
 - a. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
 - b. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII. CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this Contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Contract.
- C. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this Contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Contract.
- E. CONSULTANT is obligated to fully disclose to SBCTA, in writing, any conflict of interest issues as soon as they are known to CONSULTANT. CONSULTANT and its staff shall comply with SBCTA's Conflict of Interest Code.

ARTICLE XIV. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

ARTICLE XV. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
 - 1. No State, Federal or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or an employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract, CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed one hundred thousand dollars (\$100,000) and that all such sub-recipients shall certify and disclose accordingly.

ARTICLE XVI. NON-DISCRIMINATION AND STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and 2 CCR § 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not deny the Contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military or veteran status. Consultant and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (2 CC R § 110005 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in 2 CCR §§ 8100-8504, are incorporated into this Contract by reference and made a part hereof as if set forth in full.
- D. Consultant shall permit access by representatives of the Department of Fair Employment and Housing Act and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information in its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.

- E. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. The Consultant shall comply with regulations relative to Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq. Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, or disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- G. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 – Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the Consultant shall not participate directly or indirectly in the discrimination prohibited by 49 CFR § 21.5, including employment practices and the selection and retention of Subconsultants.
- H. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Contract.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII. DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by the FHWA.

ARTICLE XVIII. FUNDING REQUIREMENTS

- A. It is mutually understood between the Parties that this Contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both Parties, in order to avoid program or fiscal delays that would occur if the Contract were executed after that determination was made.
- B. This Contract is valid and enforceable only if sufficient funds are made available to SBCTA for the purpose of this Contract. In addition, this Contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by Congress, State Legislature, or SBCTA governing board that may affect the provisions, terms, or funding of this Contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this Contract may be amended to reflect any reduction in funds.
- D. SBCTA has the option to terminate the Contract under the 30-day cancellation clause or by mutual agreement, or to amend the Contract to reflect any reduction of funds.

ARTICLE XIX. CHANGE IN TERMS

- A. This Contract may be amended or modified only by mutual written agreement of the Parties.
- B. CONSULTANT shall only commence Work covered by an amendment after the amendment is executed and the NTP has been provided by SBCTA's Procurement Analyst.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the CONSULTANT's Approved Cost Proposal, without prior written approval of SBCTA.

ARTICLE XX. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. CONSULTANTS must give consideration to DBE firms as specified in 49 CFR, Part 26. If the Contract has a DBE goal, CONSULTANT must meet the DBE goal by using DBEs as subconsultants or documenting a good faith effort to have met the goal. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace the subconsultant with another DBE subconsultant if the goal is not otherwise met. A DBE may be terminated only with written approval by SBCTA and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting SBCTA's consent for the proposed termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- B. SBCTA, as a recipient of federal financial assistance, is required to implement a Disadvantaged Business Program in accordance with federal regulations at 49 CFR Part 26 issued by the U.S. Department of Transportation (DOT). The contract specific goal for this project pursuant to the CONSULTANT's Approved Cost Proposal is 23 %. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in

Exhibit 10-O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

- C. CONSULTANT must furnish all documentation satisfactory to SBCTA that the work committed to DBEs was actually performed by DBEs. Requests for progress payments must include a summary of payments (Caltrans Form Exhibit 9-F) actually made to DBEs during the invoice period, which includes a total of all payments made to all subconsultants under this Contract. DBE participation shall be credited toward the overall DBE goal only when payments are actually made to the DBE firms. CONSULTANT shall submit on the Exhibit 9-F form per the Caltrans Exhibit 9-F Instructions. Upon completion of the Contract, CONSULTANT shall submit "Final Report-Utilization of Disadvantaged Business Enterprises--First Tier Subconsultants" Form 17-F with the final invoice. Failure to submit the required reports shall result in SBCTA imposing a penalty of \$100 per day, per report.
- D. CONSULTANT shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in SBCTA exercising the right to impose administrative remedies, which shall include, but shall not be limited to the following: withholding of payment due to CONSULTANT equivalent to the difference between the actual DBE attainment and the Contract DBE goal; suspension of payment to CONSULTANT of any other monies held by SBCTA; and termination of the Contract, in whole or in part. The administrative remedies shall not apply if the CONSULTANT is able to demonstrate, to the satisfaction of SBCTA, that it exercised Good Faith Efforts in an attempt to meet the Contract DBE goal.
- E. SBCTA will bring to the attention of the DOT Operating Administration, in writing, any false, fraudulent, or dishonest conduct in connection with SBCTA's administration of Caltrans' DBE program, to enable the DOT Operating Administration to take the necessary and appropriate steps (e.g. referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, or action under suspension and debarment or Program Fraud and Civil Penalties rules) as provided in Title 49 CFR, Part 26, Section 26.109. SBCTA also will consider similar action under its own legal authorities, including, but not limited to, responsibility determinations in future contracts.
- F. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.

ARTICLE XXI. CONTINGENT FEE

CONSULTANT warrants, by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, SBCTA has the right to annul the Contract without liability, pay only for the value of the Work actually performed, or in its discretion, to deduct

from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXII. DISPUTES

Prior to either party commencing any legal action under this Contract, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after a reasonable period of time of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this Contract that is not disposed of by agreement shall be decided by a committee consisting of SBCTA's Procurement Analyst and SBCTA's Program Manager who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by SBCTA's Executive Director of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by SBCTA's Executive Director excuses CONSULTANT from full and timely performance in accordance with the terms of this Contract.

ARTICLE XXIII. INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit SBCTA, the State, and the FHWA if federal participating funds are used in this Contract, to review and inspect the project activities and files at all reasonable times during the performance period of this Contract, including review and inspection on a daily basis.

ARTICLE XXIV. SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by SBCTA and SBCTA representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while at the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, SBCTA has determined that such areas are within the limits of the Project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this Contract, shall contain all of the provisions of this Article.

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

ARTICLE XXV. INSURANCE

- A. CONSULTANT shall furnish SBCTA with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page(s) of the CGL policy listing all policy endorsements, before work begins. SBCTA reserves the right to require full-certified copies of all Insurance coverages and endorsements. Prior to commencing the Work, at all times during the performance of the Work, and for such additional periods as required herein, CONSULTANT shall, at CONSULTANT's sole expense, procure and maintain insurance coverage with the following minimum requirements, and shall require all subcontractors of every tier performing any portion of the Work to procure and maintain such insurance as specified below:

1. Professional Liability. The policies must include the following:

- \$3,000,000 per claim limits
- \$9,000,000 in the aggregate for all claims.
 - Coverage shall be appropriate for the CONSULTANT'S profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT'S professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.
- If Coverage is on a claims made basis:
 - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.
 - CONSULTANT shall secure and maintain "tail" coverage for a minimum of five (5) years after Contract completion.

2. Worker's Compensation/Employer's Liability. The policies must include the following:

- Coverage A. Statutory Benefits
- Coverage B. Employer's Liability
- Bodily Injury by accident - \$1,000,000 per accident
- Bodily Injury by disease - \$1,000,000 policy limit/\$1,000,000 each employee

Such policies shall contain a waiver of subrogation (ISO form WC 00 03 13, or equivalent) in favor of the parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable workers' compensation laws in effect during performance of the Work by CONSULTANT or any subconsultant of any tier. All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONSULTANT and all parties named as Indemnitees below. SBCTA and CONSULTANT must be certificate holders and must be provided at least 30 days advance notice of cancellation, unless the cancellation is for non-payment, then at least 10 days advance notice

of cancellation shall be provided. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

3. Commercial General Liability. The policy must include the following:

A commercial general liability policy written on an occurrence form that shall provide coverage at least as broad as the coverage provided by ISO form CG 00 01. The Indemnified Parties shall be named, by specific endorsement, as additional insureds using ISO form CG 20 10 10 01 and ISO form CG 20 37 10 01, or their respective equivalent forms, to include completed operations coverage, and the following:

- \$7,000,000 per occurrence limit/\$7,000,000 in the aggregate for property damage or bodily injury
- \$2,000,000 per occurrence limit/\$2,000,000 in the aggregate for personal injury and advertising injury
- \$7,000,000 per occurrence limit for products/completed operations coverage. CONSULTANT shall maintain products and completed operations coverage for 10 years following the acceptance of Work or until all applicable statutes of limitations expire, whichever length of time is longer. Coverage is to be on an “occurrence” form. “Claims made” and “modified occurrence” forms are not acceptable.
- An endorsement stating that any aggregate limits apply on a “per project” and on a “per location” basis.
- The project name must be indicated under “Description of Operations/Locations.”
- The policy shall be endorsed to provide: “This insurance will be primary and noncontributory with any other insurance of the additional insureds.”
- Shall have no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under an insured contract
- have no exclusion for professional services except the latest ISO form CG 22 79 or CG 22 80 or both; and include products and completed operations liability coverage for a period of not less than 5 years following the Expiry Date.
- All sub-CONSULTANTS of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the CGL insurance coverage with limits not less than:
 - Each occurrence limit: \$2,000,000
 - General aggregate limit: \$4,000,000
 - Personal injury and advertising limit \$1,000,000
 - Products-completed operations aggregate limit \$2,000,000
 - All sub-CONSULTANTS’ and sub-subCONSULTANTS’ deductibles or self-insured retentions must be acceptable to SBCTA’s Risk Manager.

4. Umbrella/Excess CGL. The policy must include the following:

- If the CONSULTANT elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:
 - The umbrella or excess policy shall follow form over the CONSULTANT's primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
 - The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
 - The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
 - The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.

There shall be no statement limiting the coverage provided to the parties listed as additionally insureds or as indemnitees below.

5. Commercial Auto. The policy must include the following:

- Auto Liability limits of not less than \$5,000,000 each accident
- Combined Bodily Injury and Property Damage Liability insurance
- Coverage must include owned autos, hired or non-owned autos

The commercial automobile liability insurance shall be written on the most recent edition of ISO form CA 00 01 or equivalent acceptable to SBCTA and shall include, without limitation, contractual liability coverage and additional insured status for the Additional Insureds named below. CONSULTANT waives all rights of subrogation against the Additional Insureds named below, for recovery of loss, injury and/or damages to the extent such loss, injury and/or damages are covered by the commercial automobile liability insurance required herein. All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with the same waiver of subrogation in favor of all parties named as Additional Insureds below, and CONSULTANT.

6. Cyber Liability/Technology Professional Liability Errors and Omissions Insurance -

- Coverage shall be appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence.
- Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security.
- The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of SBCTA in the care, custody, or control of the CONSULTANT. If not covered under the CONSULTANT’s liability policy, such “property” coverage of SBCTA may be endorsed onto the CONSULTANT’s Cyber Liability Policy as covered property as follows:
 - Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of SBCTA that will be in the care, custody, or control of CONSULTANT.

7. **Pollution Liability.** **The policy must include the following if it is determined by SBCTA’s Risk Manager to be in SBCTA’s best interests to require such policy:**

- \$2,000,000 per claim or occurrence limits/\$4,000,000 in the aggregate

B. **General Provisions**

1. **Qualifications of Insurance Carriers** Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VIII or better and if policies are written by insurance carriers that are non- admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-X or better, unless otherwise approved in writing by SBCTA’s Risk Manager.
2. **Additional Insured Coverage.** All policies, except those for Workers’ Compensation and Professional Liability insurance, shall name San Bernardino County Transportation Authority (SBCTA), Caltrans, the City of Victorville, and the City of Hesperia and their officers, directors, members, employees, and agents, as additional insureds (“Additional Insureds”). . The Indemnified Parties shall be named, by specific endorsement, as additional insureds using ISO form CG 20 10 10 01 and ISO form CG 20 37 10 01 , or their respective equivalent forms, to include completed operations coverage. With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability, but shall allow coverage for SBCTA to the full extent provided by the policy.
3. **Proof of Coverage.** Evidence of insurance in a form acceptable to SBCTA’s Risk Manager, including certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA’s Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager’s name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.

4. Deductibles or Self-Insured Retention -. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-consultants to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. At the option of SBCTA, if the deductible or SIR is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The Contractor's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any Contractor's deductible or SIR.
5. CONSULTANT's and Subconsultants' Insurance Primary. All policies required to be maintained by the CONSULTANT or any subconsultant with the exception of Professional Liability and Worker's Compensation shall be endorsed to be primary coverage, and any coverage carried by any of the Additional Insureds named herein shall be excess and non-contributory.
6. Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds. Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.
7. Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at procurement@gosbcta.com to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.

8. Non-Limitation of Insurance Requirements - The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the Contractor's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the Contractor shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the Contractor is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the Contractor arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Subcontractor. The Contractor acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.
9. Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.
10. No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
11. Project Specific Insurance - All insurance coverage required to be provided by CONTRACTOR, with the exception of automobile liability and worker's compensation, shall apply specifically and exclusively for the Project and extend to all aspects of the Work, with coverage limits dedicated solely to the Project. Use of other insurance programs is acceptable, provided that coverage under such programs provides dedicated Project-specific limits and identified premiums and meets all requirements described in contract.

12. No Representations or Warranties - SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONTRACTOR against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.
13. Review of Coverage— SBCTA may at any time review the coverage, form, and amount of insurance required under this contract, and may require the CONTRACTOR to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk that exists at that time. SBCTA may change the insurance coverages and limits required under this contract by notice to the CONTRACTOR, whereupon the CONTRACTOR will, within sixty (60) days of such notice date, procure the additional and/or modified insurance coverages. Upon such change any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Change Order.
14. Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce the amounts of insurance limits provided by sub-consultants to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the sub-consultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.
15. Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.
16. Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE XXVI. INDEMNITY

- A. To the extent, but only to the extent, that CONSULTANT's Work falls within the scope of Civil Code Section 2782.8, the following indemnification is applicable:

CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by SBCTA) San Bernardino County Transportation Authority, Caltrans, the City of Victorville, and the City of Hesperia and their respective directors, officers, employees, agents and volunteers, from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to or are related to the negligence, recklessness, or willful misconduct of the design professional to the maximum extent permitted by Civil Code Section 2782.8.

- B. For all other Work and obligations under this Contract, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, Caltrans, the City of Victorville, and the City of Hesperia and their respective directors, officers, employees, agents and volunteers ("Indemnitees"), from any and all claims, actions,

losses, damages and/or liability (“Claims”) arising out of or related to any act or omission of CONSULTANT or any of its officers, employees, agents, subconsultants or volunteers, and for any costs or expenses incurred by Indemnitees on account of any such Claims except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CONSULTANT’s indemnification obligation applies to an Indemnitee’s “active” as well as “passive” negligence but does not apply to an Indemnitee’s “sole negligence” or “willful misconduct” within the meaning of Civil Code Section 2782.

ARTICLE XXVII. OWNERSHIP OF DATA

- A. Upon completion of all Work under this Contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this Contract will automatically be vested in SBCTA, and no further agreement will be necessary to transfer ownership to SBCTA. CONSULTANT shall furnish SBCTA all necessary copies as needed to complete the review and approval process.
- B. Additionally, it is agreed that the Parties intend this to be a Contract for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of SBCTA without restriction or limitation upon its use or dissemination by SBCTA.
- C. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the Project for which this Contract has been entered into.
- D. CONSULTANT is not liable for claims, liabilities, or losses arising out of or connected with the modification or misuse by SBCTA of the machine-readable information and data provided by CONSULTANT under this Contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of or connected with any use by SBCTA of the project documentation on other projects or additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- E. Applicable patent rights provisions regarding rights to inventions shall be included in the Contract as appropriate (48 CFR 27, Subpart 27.3, Patent Rights under Government Contracts for federal-aid contracts).
- F. SBCTA may permit copyrighting reports or other agreement products. If copyrights are permitted, the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.
- G. Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.

ARTICLE XXVIII. CLAIMS FILED BY SBCTA's CONSTRUCTION CONTRACTOR

- A. If claims are filed by SBCTA's construction contractor relating to Work performed by CONSULTANT's personnel and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims, CONSULTANT agrees to make its personnel available for consultation with SBCTA and legal staff, and for testimony, if necessary, at depositions, administrative proceedings, trial or arbitration proceedings.
- B. CONSULTANT's personnel that SBCTA considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from SBCTA. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for the CONSULTANT's personnel services under this Contract.
- C. Services of CONSULTANT's personnel in connection with SBCTA's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Contract in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.

ARTICLE XXIX. CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to SBCTA's operations which are designated confidential by SBCTA and made available to CONSULTANT in order to carry out this Contract shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion or at a public hearing held by SBCTA relating to the Contract shall not authorize CONSULTANT to further disclose such information or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media, including social media, regarding the Contract or SBCTA's actions on the same, except to SBCTA's staff, CONSULTANT's own personnel involved in the performance of this Contract, at public hearings or in response to questions from a SBCTA Board Committee or other public meeting approved by SBCTA.
- D. CONSULTANT shall not issue any news release or public relations item of any nature whatsoever regarding Work performed or to be performed under this Contract without prior review of the contents thereof by SBCTA and receipt of SBCTA's written permission.
- E. Any SBCTA communications or materials to which CONSULTANT or its subconsultants or agents have access, or materials prepared by CONSULTANT under the terms of this Contract, shall be held in confidence by CONSULTANT, who shall exercise reasonable precautions to prevent the disclosure of confidential information to anyone except as expressly authorized by SBCTA or except by court order. Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing Work under this Contract shall be subject to attorney-client privilege and attorney work product doctrine and shall be confidential. CONSULTANT shall not release any

reports, information or promotional material or allow for the use of any photos related to this Contract for any purpose without prior written approval of SBCTA. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, SBCTA has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, SBCTA's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

- F. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- G. CONSULTANT, its employees, agents and subconsultants shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information ("PII") and/or Sensitive Security Information ("SSI") will be required to execute a Confidentiality Agreement.
- H. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than SBCTA, Caltrans, and/or FHWA.

ARTICLE XXX. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that ordered CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXXI. EVALUATION OF CONSULTANT

CONSULTANT's performance may be evaluated by SBCTA. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the Contract file. This information may be used when evaluating the firm on future proposal submittals.

ARTICLE XXXII. RETENTION OF FUNDS

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- B. No retainage will be withheld by SBCTA from progress payments due CONSULTANT. Retainage by CONSULTANT or subconsultants is prohibited, and no retainage will be held by CONSULTANT from progress payments due subconsultants. Any violation of this provision shall subject the violating CONSULTANT or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Civil Code Section 3321. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE CONSULTANTS and subconsultants.

ARTICLE XXXIII. RESPONSIBILITY OF CONSULTANT

- A. CONSULTANT shall be responsible for the professional quality, technical accuracy, and the assurance of compliance with all applicable federal, state, and local laws and regulations, and other Work furnished by CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for design or other standards for Work performance stipulated in the Contract.
- B. In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, CONSULTANT shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the Project and the Work performed by CONSULTANT within the areas of CONSULTANT's expertise. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impact on adjacent properties, public safety, and environmental considerations. At any time during performance of the Scope of Work, should CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties which could pose potential risk to SBCTA or the Project, CONSULTANT shall immediately document such matters and notify SBCTA in writing. CONSULTANT shall also similarly notify SBCTA in regard to the possibility of any natural catastrophe, potential failure, or any situation that exceeds environmental, design, and/or construction assumptions and could precipitate a failure of any structure or other part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.
- C. When a modification to a construction contract is required because of an error or deficiency in the design Work provided under this Contract, CONSULTANT shall be responsible for any and all additional costs associated with the construction contract or the construction of the Project.
- D. SBCTA shall advise CONSULTANT of CONSULTANT's responsibility for additional costs as described above and shall collect the amount due, including but not limited to withholding of payments if the recoverable cost will exceed the administrative cost involved or is otherwise in SBCTA's best interest. SBCTA shall include in the Contract Audit File a written statement of the reasons for the decision to recover or not recover the costs from CONSULTANT.
- E. CONSULTANT shall document the results of the Work to the satisfaction of SBCTA, and if applicable, Caltrans and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of SBCTA's objectives.
- F. As applicable, the responsible consultant/engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, certify as-built drawings, and where appropriate, indicate his/her California registration or license number.

ARTICLE XXXIV. TECHNICAL DIRECTION

- A. Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager. The term "Technical Direction" is defined to include, without limitation:

1. Directions to CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Work.
 2. Provision of written information to CONSULTANT which assists in the interpretation of drawings, reports, or technical portions of the Scope of Work described herein.
 3. Review and, where required by the Contract, approval of technical reports, drawings, specifications and technical information to be delivered by CONSULTANT to SBCTA under the Contract.
 4. SBCTA may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications as defined herein are limited to: substitutions of personnel identified in this Contract, including Key Personnel and project personnel and subconsultants; modifications to hourly rates, classifications, and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All administrative modifications shall be documented in writing between the Parties.
- B. Technical Direction must be within the Scope of Work under this Contract. SBCTA does not have the authority to, and may not, issue any Technical Direction which:
1. Increases or decreases the Scope of Work;
 2. Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;
 3. In any manner causes an increase or decrease in the Contract price as identified in this Contract, or the time required for Contract performance, unless expressly authorized by SBCTA policy;
 4. Changes any of the expressed terms, conditions or specifications of the Contract; unless identified herein;
 5. Interferes with the CONSULTANT's right to perform the terms and conditions of the Contract; or
 6. Approves any demand or claim for additional payment.
- C. Failure of CONSULTANT and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken, shall be subject to the provisions of the "DISPUTES" Article herein.
- D. All Technical Direction shall be issued in writing by SBCTA's Project Manager.
- E. CONSULTANT shall proceed promptly with the performance of Technical Direction, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA falls within one of the categories defined in B.1. through B.6. of this Article, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of

any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from the CONSULTANT, SBCTA's Project Manager shall:

1. Advise CONSULTANT in writing within thirty (30) calendar days after receipt of the CONSULTANT's letter that the Technical Direction is or is not within the scope of this Contract.
2. Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

F. There shall be no changes in CONSULTANT's Key Personnel as identified herein, without prior written approval by SBCTA's Project Manager.

ARTICLE XXXV. KEY PERSONNEL

The personnel specified below are considered to be essential to the Work being performed under this Contract. Prior to diverting any of the specified individuals to other projects, or reallocating any tasks or hours of Work that are the responsibility of key personnel to other personnel, CONSULTANT shall notify SBCTA in writing and shall submit justifications (including proposed substitutions, resumes and payroll information to support any changes to the labor rate) in sufficient detail to permit evaluation of the impact on the Project. Diversion or reallocation of key personnel shall not be made without prior written consent of SBCTA's Project Manager. CONSULTANT shall not substitute any key personnel without the prior written consent of SBCTA's Project Manager. In the event that the Parties cannot agree as to the substitution of key personnel, SBCTA may terminate the Contract.

Key Personnel are:

Name	Job Classification/Function
Greg Hefter, PE	Project Manager
Francis Tan	Roadway Lead
Todd Dudley	Structures Lead
Brian Calvert	Environmental Lead
Michael Anderson	Drainage Lead
Craig Schneider	Traffic Lead

ARTICLE XXXVI. REPRESENTATIONS

All Work supplied by CONSULTANT under this Contract shall be supplied by personnel who are qualified, careful, skilled, experienced and competent in their respective trades or professions. CONSULTANT agrees that they are supplying professional services, findings, and/or recommendations in the performance of this Contract and agrees with SBCTA that the same shall conform to professional and engineering and environmental principles and standards that are generally accepted in the profession in the State of California.

ARTICLE XXXVII. ADDITIONAL TERMINATION PROVISIONS

A. In addition to the terms of Article VI, the following provisions apply to termination of the Contract.

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

1. CONSULTANT shall deliver to SBCTA all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms of this Contract.
2. If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
3. CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT’s tools and equipment, if any, to it or its suppliers’ premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.

C. Termination for Cause – In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed against CONSULTANT or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its subconsultants related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the products and finished Work by whatever method SBCTA may deem expedient.

1. A waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT of the same or any other provision, nor be deemed to waive, amend, or modify this Contract.
2. CONSULTANT shall deliver to SBCTA all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA within ten (10) working days of said notice.

D. All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONSULTANT be entitled to any payment for prospective profits or any damages because of such termination.

ARTICLE XXXVIII. OPTION TERMS

SBCTA at its sole discretion may extend the original term of the Contract by exercising up to two (2) one year option terms. The maximum term of this Contract, including all option term(s) if exercised, will not exceed (June 30, 2029).

ARTICLE XXXIX. ADDITIONAL PAYMENT TERMS.

A. ESCALATION.

Intentionally Omitted.

B. STATEMENT WITH INVOICES.

CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCTA, that CONSULTANT has fully performed the Work invoiced pursuant to this Contract for the period covered, that all information included with the invoice is true and correct, and that all payments to and claims of CONSULTANT and its subconsultants for Work during the period will be satisfied upon the making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.

C. JUNE INVOICES.

The invoice for Work performed in the month of June shall be submitted by July 10th.

ARTICLE XL. TAXES, DUTIES AND FEES

Except to the extent expressly provided elsewhere in this Contract, CONSULTANT shall pay when due, and the compensation set forth herein shall be inclusive of all: a) local, municipal, state, and federal sales and use taxes; b) excise taxes; c) taxes on personal property owned by CONSULTANT; and d) other governmental fees and taxes or charges of whatever nature applicable to CONSULTANT to enable it to conduct business.

ARTICLE XLI. PERMITS AND LICENSES

CONSULTANT shall, without additional compensation, keep current all governmental permits, certificates and licenses (including professional licenses) and required registrations necessary for CONSULTANT to perform Work identified herein.

ARTICLE XLII. CONFLICT OF INTEREST CODE

See Article XIII.

ARTICLE XLIII. NOTIFICATION

All notices hereunder and communications regarding the interpretation of the terms of this Contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

To CONSULTANT	To SBCTA
999 W. Town & Country Road	1170 W. 3rd Street, 2nd Floor
Orange, CA 92868	San Bernardino, CA 92410-1715
Attn: Jeff Chapman	Attn: Kristi Harris
	cc: Procurement Manager
Phone: (714) 567-2699	Phone: (909) 884-8276

ARTICLE XLIV. STOP WORK ORDER

Upon failure of CONSULTANT or its subconsultants to comply with any of the requirements of this Contract, SBCTA shall have the right to stop any or all Work affected by such failure until such failure is remedied or to terminate this Contract in accordance with the "TERMINATION" provisions in Articles VI and XXXVII.

ARTICLE XLV. CLAIMS

SBCTA shall not be bound to any adjustments in the Contract amount or schedule unless expressly agreed to by SBCTA in writing. SBCTA shall not be liable to CONSULTANT for any claim asserted by CONSULTANT after final payment has been made under this Contract.

ARTICLE XLVI. ERRORS AND OMISSIONS

CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all Work required under this Contract. CONSULTANT shall be liable for SBCTA costs resulting from errors or deficiencies in Work furnished under this Contract, including but not limited to any fines, penalties, damages, and costs associated with a modification to a construction contract required because of an error or deficiency in the Work provided by CONSULTANT under this Contract.

ARTICLE XLVII. WARRANTY

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

ARTICLE XLVIII. INDEPENDENT CONTRACTOR

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

LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the Contract, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel.

Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against SBCTA based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

ARTICLE XLIX. PROMPT PAYMENT FROM THE LOCAL AGENCY TO CONSULTANT

The LOCAL AGENCY shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT or as promptly as fiscal procedures will permit. If SBCTA fails to pay promptly, SBCTA shall pay interest to CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount remaining due. Upon receipt of a payment request, SBCTA shall act in accordance with both of the following:

- a. Each payment request shall be reviewed by SBCTA as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
- b. Any payment request determined not to be a proper payment request suitable for payment shall be returned to CONSULTANT as soon as practicable, but not later than seven (7) days after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

.ARTICLE L. ATTORNEYS' FEES

If any legal action is instituted to enforce or declare any Party's rights under the Contract, each Party, including the prevailing Party, must bear its own costs and attorneys' fees. This Article shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a Party hereto and payable under the "Indemnity" provision of the Contract.

ARTICLE LI. GOVERNING LAW AND VENUE

This Contract shall be subject to the law and jurisdiction of the State of California. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any Party to this Contract will be the Superior Court of California, San Bernardino County. Each Party hereby waives any law or rule of court which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County.

ARTICLE LII. FEDERAL, STATE AND LOCAL LAWS

CONSULTANT warrants that in the performance of this Contract, it shall comply with all applicable federal, state and local laws, ordinances, rules and regulations.

ARTICLE LIII. PRECEDENCE

- A. The Contract consists of the Contract Articles, Exhibit A “Scope of Work,” Exhibit B “CONSULTANT’s Approved Cost Proposal,” SBCTA’s Request For Proposals and CONSULTANT’s Proposal, all of which are incorporated into this Contract by this reference.
- B. The following order of precedence shall apply: first, the Contract Articles; second, Exhibits A and B; third, SBCTA’s Request For Proposals; and last, CONSULTANT’s Proposal.
- C. In the event of an express conflict between the documents listed in this Article, or between any other documents which are a part of the Contract, CONSULTANT shall notify SBCTA in writing within three (3) business days of its discovery of the conflict and shall comply with SBCTA's resolution of the conflict.

ARTICLE LIV. GRATUITIES

CONSULTANT, its employees, agents, or representatives shall not offer or give to any officer, official, agent or employee of SBCTA any gift, entertainment, payment, loan, or other gratuity.

ARTICLE LV. REVIEW AND ACCEPTANCE

All Work performed by CONSULTANT shall be subject to periodic review and approval by SBCTA at any and all places where such performance may be carried on. Failure of SBCTA to make such review or to discover defective work shall not prejudice the rights of SBCTA at the time of final acceptance. All Work performed by CONSULTANT shall be subject to periodic and final review and acceptance by SBCTA upon completion of all Work.

ARTICLE LVI. DRUG FREE WORKPLACE

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

ARTICLE LVII. FORCE MAJEURE

CONSULTANT shall not be in default under this Contract in the event that the Work performed by CONSULTANT is temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, and natural disasters such as floods, earthquakes, landslides, and fires, or other catastrophic events which are beyond the reasonable control of CONSULTANT and which CONSULTANT could not reasonably be expected to have prevented or controlled. “Other catastrophic events” does not include the financial inability of CONSULTANT to perform or failure of CONSULTANT to obtain either any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of CONSULTANT.

ARTICLE LVIII. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

CONSULTANT shall comply with all applicable provisions of the Americans With Disabilities Act (42 U.S.C. § 12101 et seq.) in performing Work under this Contract.

ARTICLE LIX. CLEAN AIR

CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387) as amended. CONSULTANT shall report each violation to SBCTA, who will in turn report each violation as required to assure notification to the Federal Awarding Agency and the appropriate EPA Regional Office. CONSULTANT agrees to include this requirement in all of its subcontracts which exceed \$100,000.

ARTICLE LX. TITLE VI ASSURANCES

CONSULTANT must adhere to the Title VI assurances listed below:

- A. During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:
 1. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
 2. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
 3. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 4. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

5. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed ninety days (90); and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
 6. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.
- B. CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.
- C. During the performance of this Contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation

systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

D. All subcontracts shall contain the provisions of this Article.

ARTICLE LXI. ENTIRE DOCUMENT

- A. This Contract constitutes the sole and only agreement governing the Work and supersedes any prior understandings, written or oral, between the Parties respecting the Project. All previous proposals, offers and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been expressly incorporated into this Contract.
- B. No agent, official, employee or representative of SBCTA has any authority to bind SBCTA to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.
- C. Both Parties have been represented or had the full opportunity to be represented by legal counsel of their own choosing in the negotiation and preparation of this Contract. Therefore, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either Party.

ARTICLE LXII. CONTRACT

The two Parties to this Contract, who are the CONSULTANT and SBCTA, hereby agree that this Contract constitutes the entire agreement which is made and concluded in duplicate between the two Parties. Both of these Parties for and in consideration of the payments to be made, conditions mentioned, and Work to be performed, each agree to diligently perform in accordance with the terms and conditions of this Contract as evidenced by the signatures below.

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

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

AECOM TECHNICAL SERVICES, INC

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Jeff Chapman
Principal-In-Charge, Vice President

By: _____
Art Bishop
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Juanda L. Daniel
Assistant General Counsel

CONCURRENCE

By: _____
Shaneka M. Morris
Procurement Manager

EXHIBIT A – “SCOPE OF WORK”

DRAFT

Scope of Work (SOW)

San Bernardino County Transportation Authority (“SBCTA”) is seeking professional services for the Plans, Specifications and Estimate (PS&E), Environmental Revalidation, Right-of-Way (ROW), and Construction Support for the United States 395 (US-395), Phase 2 (“Project”) in the City of Hesperia and Victorville. SBCTA Sales Tax Measure I and Federal Funds may be used to cover the cost of the preparation of the PS&E, Environmental Re-validation, and Construction phase.

The Project would widen US-395 from 2 Lanes to 4 lanes, with a continuous median, between 0.4 miles north of Interstate 15 (I-15) and State Route 18 (SR-18 / Palmdale Road), a distance of approximately 7 miles. It would be a collaborative effort by SBCTA and Caltrans to close a critical gap in US-395 in the Victor Valley. US-395 is designated as a “Priority Interregional Highway” in the Caltrans 2021 Interregional Transportation Strategic Plan (ITSP). US 395 is widely recognized as a critical linkage for goods movement, supporting the economies of multiple inland counties and an important agricultural route to/from the Central Valley.

The Project Approval/Environment Document (PA/ED) was completed in December 2009. A Supplemental Project Report and Revalidation to phase the US-395 improvements was approved on November 2017. The first segment between SR-18 (Palmdale Road) and Chamberlaine Way was completed in 2020. This “gap closure” Project is the second of a three-phase project between I-15 and Desert Flower Road. Phase 3 between Chamberlaine Way and Desert Flower Road will be completed as funding becomes available.

The proposed Project is consistent with the Circulation Element of the City of Hesperia and City of Victorville General Plan.

Caltrans will be the lead agency for the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). A Supplemental Project Report (SPR) and Environmental Revalidation will be required for Phase 2 improvements.

Environmental Revalidation and the PS&E phase will be prepared concurrently. PS&E services includes construction management support.

I. APPLICABLE STANDARDS

All documents shall be prepared in accordance with current SBCTA, Caltrans, City of Hesperia and City of Victorville (City) regulations, policies, procedures, manuals, and standards where applicable. CONSULTANT shall obtain, at its expense, all applicable Manuals and Standard Plans.

II. GENERAL DESCRIPTION OF REQUIRED SERVICES

- A. Required services listed below do not supersede the requirements established in the Contract.
- B. CONSULTANT Services include the studies, reports, drawings, plans, specifications, estimates, and special provisions necessary to complete the SPR, Environmental Revalidation, and PS&E.
- C. The deliverables list for the SPR, Environmental Revalidation, and PS&E will be refined during the initial planning and scoping Project Development Team (PDT) meeting. Not all deliverables may be required.
- D. CONSULTANT shall develop and maintain a Project schedule. The Project schedule will be presented monthly to the PDT meeting. A deliverables matrix will accompany the schedule. The deliverables matrix will highlight the status of the documents in the review process.
- E. CONSULTANT shall employ appropriate quality control and quality assurance procedures for every deliverable.
- F. CONSULTANT shall identify potential risks and uncertainties related to the delivery and construction of the Project. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impacts to adjacent properties, public safety, and environmental considerations. If at any time during the performance of this Scope of Services, CONSULTANT observes, encounters, or identifies any circumstance that could pose potential risk, CONSULTANT shall notify SBCTA immediately.
- G. The design will be prepared in English units.
- H. Prime contract terms and conditions will be incorporated into the subcontract agreements.
- I. The Task and WBS Structure used for pricing, cost reporting and schedule preparation shall be consistent with the Caltrans Workplan Standards Guide for Delivery of Capital Projects. Project Management activities will be performed in accordance to the Caltrans' Workplan Standards Guide for Delivery of Capital Projects.
- J. CONSULTANT shall prepare and submit monthly invoices and project controls reports. Invoices shall follow SBCTA templates and shall contain all required information.
- K. Project plans and specifications must comply with the Federal Americans with Disabilities Act (ADA) requirements 28 CFR, Part 35 or Part 36, and the *California and Local Building Codes* within the project limits. In accordance with 28 CFR Sec. 35.151, curbs and ramps must meet current ADA standards if the project includes streets that are to be newly constructed or altered (includes repaving). For ADA requirements, see Chapter 11 "Design Standards," and Section 12.7 of this chapter. Complete the Caltrans Certification of Compliance with Americans with Disabilities Act (ADA) Form TR-040.
- L. The final engineering technical reports must bear the signature, stamp or seal, registration number, and registration certificate expiration date of the registered civil engineer most directly in responsible charge or other registered or certified professional working on the report as specified in Section 9 of the Project Development Procedures Manual.

- M. CONSULTANT will coordinate with SBCTA and Caltrans prior to distribution of all deliverables to determine the points of contact, number of hardcopies and format of electronic files. For preliminary and draft reports, electronic copies will be submitted to SBCTA for review. Hardcopies of final reports will be provided to Caltrans and SBCTA.

III. GENERAL ASSUMPTIONS

- A. There may be up to four meetings per month (including conference calls) during the duration of this contract, including one mandatory monthly PDT meeting.
- B. CONSULTANT will coordinate with SBCTA, Cities, and Caltrans prior to distribution of all deliverables to determine the points of contact, number of hardcopies and format of electronic files.
- C. Assume one SBCTA peer review and two Caltrans and City reviews for each major deliverable and a workshop for comment resolution, if required.
- D. Caltrans to be the lead agency under NEPA and CEQA.
- E. CONSULTANT will perform the Utility Coordination activities. All fees for new service meters and relocated service meters will be paid for by SBCTA.

IV. SCOPE OF SERVICES

Following the selection of a consultant, the selected firm shall prepare and submit a Cost Proposal and Project Schedule. The selected firm shall use the latest SBCTA Work Breakdown Structure (WBS), which follows the Caltrans Workplan Standards Guide for Delivery of Capital Projects, and cost and schedule templates for the preparation of the cost proposal and schedule.

V. SUMMARY OF TASKS

TASK 3.100.15 - PROJECT MANAGEMENT

Task 3.100.15 Project Management

CONSULTANT shall furnish a Project Manager to coordinate all CONSULTANT operations with SBCTA, including but not limited to, tracking progress of the work and administering subcontracts. CONSULTANT Project Manager shall provide overall project management, coordination, and supervision of project staff to facilitate the performance of the work in accordance with standards and requirements of the SBCTA and other applicable standards and requirements. CONSULTANT Project Manager shall prepare and submit monthly project progress reports to SBCTA Project Manager.

Deliverables:

- *Monthly Progress Reports*

Task 3.100.15-1 Coordination and Meetings

CONSULTANT Project Manager shall conduct regular meetings with SBCTA, and shall conduct meetings and coordination with other stakeholders, including Caltrans, City, and other agencies, in PDT meetings or technical workshops and focused meetings as necessary. CONSULTANT Project Manager will be responsible for preparation of agendas and meeting minutes, Communication and

distribution of project records and information, and responses to all internal requests for information about the project.

Deliverables:

- *PDT meeting notices, agendas, handouts/exhibits, deliverable matrix, and minutes.*

Task 3.100.15-2 Administration

CONSULTANT Project Manager shall prepare and update the Project schedule monthly or as needed. Project schedule shall be logical, complete, and shall consider SBCTA peer reviews. CONSULTANT Project Manager shall provide regular reporting on the project status, including, but not limited to, schedule, contract budget, general progress on project tasks, and project issues and concerns. CONSULTANT Project Manager shall maintain project files using the Caltrans Uniform System in hard copies and electronic format.

CONSULTANT Project Manager shall prepare and implement a Quality Control/Quality Assurance (QA/QC) Plan and a Risk Management Plan following SBCTA format and content requirements; CONSULTANT Project Manager will be responsible for adherence to all applicable SBCTA administrative policies and procedures.

Deliverables:

- *Project Schedules*
- *Project Master Files*
- *QA/QC Plan and Risk Management Plan*

TASK 3.180 – PREPARE ENVIRONMENTAL REVALIDATION AND SUPPLEMENTAL PROJECT REPORT

CONSULTANT shall develop design for per the approved PA/ED and the SPR to phase the US-395 improvements, minimize impacts to ROW to the extent practical. Based on these geometrics developed, an environmental revalidation and supplemental project report shall be prepared to document the construction sequencing proposed for this project.

Deliverables:

- *Geometric Approval Drawings including Design Standard Decision Document (DSDD) and Exhibits*
- *Environmental Revalidation*
- *Supplemental Project Report*

TASK 3.185 – PREPARE BASE MAPS AND PLAN SHEETS

Task 3.185.05 Updated Project Information

CONSULTANT shall request, collect, assemble, and review all pertinent project information, including, but not limited to, prior project related reports and Engineering Technical Reports, Environmental Documents and Environmental Technical Reports, CAD files and drawings, and relevant correspondence. CONSULTANT shall incorporate the collected materials and information into the Project Master File.

Deliverables:

- *Project Records Files*

Task 3.185.10 Engineering and Photogrammetric Surveys

Mapping and Surveys and preparation of Base Maps were performed during the PA/ED phase. CONSULTANT shall review Project Mapping and Project Survey Control prepared to ensure completeness and accuracy. CONSULTANT shall inform SBCTA's Project Manager if there are incomplete or missing data in the Design Base Maps.

Deliverables:

- *Design Surveys*
- *Topographic Mapping*
- *As-Builts and Utility Research*

TASK 3.205 – PERMITS & AGREEMENTSTask 3.205.05 Determine Required Permits & Task 3.205.10 Obtain Permits

CONSULTANT shall perform work to identify all necessary permits to construct the project and obtain all necessary permits and agreements needed to construct the project. Work as part of this task may include discussions with permitting agencies, preparation of the permit and attachments such as maps and other exhibits identifying funds necessary for the permit application, and submitting the permit. Discussions and negotiations with permitting agencies shall only be performed in consultation with the SBCTA Project Manager or designee.

Deliverables:

- *Various Permits*

TASK 3.230 – PREPARE HIGHWAY DRAFT PLANS, SPECIFICATIONS & ESTIMATESTask 3.230.05 Draft Highway Plans

CONSULTANT shall prepare the Highway Roadway Plans, Specifications, and Estimates (PS&E) plans set for the project following the Caltrans Highway Design Manual and Caltrans Standard Plans as appropriate. This will also include analysis of alternatives that may be required in looking at the most feasible terminus points, operational efficiencies, and ingress/egress locations. Sufficient study including design and cost estimates would be needed to provide adequate information for decisions on which alternative(s) to move forward with. Preparation of the Highway PS&E plans set shall include, but not be limited to, the preparation of the following roadway engineering sheets:

- | | |
|--|---|
| ✓ Title Sheet | ✓ Contour Grading |
| ✓ Key Map and Line Index | ✓ Drainage Plans |
| ✓ Typical Cross Sections | ✓ Drainage Profiles, Details, and Quantities |
| ✓ Layouts | ✓ Utility and Utility Relocation |
| ✓ Profiles and Superelevation Diagrams | ✓ Transportation Management Plan, Sign Details and Quantities |
| ✓ Construction Details | ✓ Stage Construction |
| ✓ Water Pollution Control | |

- ✓ Traffic Handling
- ✓ Detours
- ✓ Pavement Delineation and Quantities
- ✓ Signs and Quantities
- ✓ Overhead Signs and Quantities, if required
- ✓ Summary of Quantities
- ✓ Retaining Walls and Quantities, if required
- ✓ Sound Walls and Quantities, if required
- ✓ Plant List and Planting, if required
- ✓ Irrigation, if required
- ✓ Sprinkler Schedule and Details, if required
- ✓ Irrigation Quantities, if required
- ✓ Electrical Plans

Preparation of the roadway plans shall be consistent with Caltrans design standards to the greatest extent feasible.

CONSULTANT shall perform internal QA/QC plans check and review and shall submit copies to SBCTA for peer review prior to submittal to Caltrans. CONSULTANT shall notify SBCTA's Project Manager if the CONSULTANT is seeking any exceptions to any applicable design standards.

Deliverables:

- 65% Plans
- 95% Plans

Task 3.230.20 Transportation Management Plan

CONSULTANT will prepare the Draft and Final Transportation Management Plan (TMP) in accordance with current Caltrans procedures and guidelines. The TMP will identify specific measures that can be taken during construction to reduce impacts due to construction on the traveling public and to provide travel through and around the work area.

Deliverables:

- *Transportation Management Plan*

Task 3.230.35 Draft Highway Specifications

CONSULTANT shall prepare the Highway Specifications and Special Provisions for the project following the Caltrans Standard Specifications. CONSULTANT shall notify SBCTA's Project Manager if the CONSULTANT is seeking any exceptions to this requirement.

Deliverables:

- *Draft Standard Special Provisions (65% and 95% PS&E)*

Task 3.230.40 Draft Highway Quantities and Estimates

CONSULTANT shall prepare the Highway Quantities and Estimates for the project following the Caltrans Standard Specifications including periodic cost updates, as well as cost estimates to support the analysis of project alternatives developed during design. CONSULTANT shall notify SBCTA's Project Manager if the CONSULTANT is seeking any exceptions to this requirement.

Deliverables:

- *Draft Quantities and Estimates*

Task 3.230.60 Updated Storm Water Data Report

CONSULTANT will prepare an Updated Storm Water Data Report (SWDR) in accordance with current Caltrans procedures and guidelines. The SWDR will identify specific measures that can be taken to handle storm water flows around the work area.

Deliverables:

- *Storm Water Data Report-PS&E*

Task 3.230.70 Updated Hydraulics Report

CONSULTANT will prepare an updated Hydraulics Report in accordance with current Caltrans procedures and guidelines. The updated Hydraulics Report will evaluate existing drainage systems and will be used to support the drainage plans.

Deliverables:

- *Hydraulics Report*

Task 3.230.80 Geotechnical Design Report

CONSULTANT will prepare a Geotechnical Design Report in accordance with current Caltrans procedures and guidelines. The Geotechnical Design Report will be used for recommendations to complete the plans and specifications.

Deliverables:

- *Geotechnical Design Report*

Task 3.230.80 Updated Materials Report

CONSULTANT will prepare an updated Materials Report in accordance with current Caltrans procedures and guidelines. The updated Materials Report will be used to support the pavement structural section design.

Deliverables:

- *Materials Report*

TASK 3.240 – PREPARE STRUCTURAL DRAFT PLANS, SPECIFICATIONS & ESTIMATESTask 3.240.60 Hydraulics Report

CONSULTANT will prepare the Draft and Final Hydraulics Report in accordance with current Caltrans procedures and guidelines. The Hydraulics Report will identify strategies and requirements for use by the design engineer to prepare the structural plan sheets.

Deliverables:

- *Hydraulics Report*

Task 3.240.65 Preliminary Foundation Report

CONSULTANT will prepare the Preliminary Foundation Report to be utilized as part of the Structures Type Selection. The Preliminary Foundation Report shall document existing foundation conditions, make preliminary foundation recommendations, and identify the need for investigations, subsurface exploration, and studies.

Deliverables:

- *Preliminary Foundation Report*

Task 3.240.70 Subsurface Exploration and other Field Studies

CONSULTANT will perform work required to perform subsurface exploration to support the Foundation Report. This task includes all activities needed such as procurement of permits and rights to enter to perform any needed subsurface explorations. Results of the study shall be summarized in a report. Subsurface exploration work shall include proposed bridge widening and retaining or soundwalls required for the project.

CONSULTANT will perform an infiltration test to determine the percolation rates for the proposed storm water treatment facilities.

Deliverables:

- *Log of Test Borings*
- *Infiltration Test Report, if required*

Task 3.240.75 Draft Structural Plans

CONSULTANT shall prepare the Structural Plans, Specifications and Estimates (PS&E) plans set for the project following the Caltrans Highway Design Manual and Caltrans Standard Plans as appropriate. Preparation of the Structural PS&E plans set shall include, but not be limited to the preparation of the following roadway engineering sheets:

- ✓ General Plan
- ✓ Deck Contours
- ✓ Foundation
- ✓ Abutment Layout and Detail
- ✓ Typical Sections
- ✓ Girder Layout
- ✓ Prestress Details
- ✓ Drainage Details
- ✓ Barrier Details
- ✓ Structural Approach Details
- ✓ Miscellaneous Details
- ✓ Structural Special Provisions
- ✓ - Structural Quantities

CONSULTANT shall perform internal QA/QC plans check and review and shall submit copies to SBCTA for peer review prior to submittal to Caltrans. CONSULTANT shall notify SBCTA's Project Manager if the CONSULTANT is seeking any exceptions to any applicable design standards.

Deliverables:

- *Type Selection Report*
- *65% Plans*
- *95% Plans*

Task 3.240.80 Foundation Report

CONSULTANT shall prepare the Foundation Report incorporating subsurface explorations through report and Log of Test Borings. The Foundation Report is to provide the required geologic and geotechnical recommendations needed to prepare the structural plans sheets.

Deliverables:

- *Foundation Report including Log of Test Boring Plan*

TASK 3.255 – PREPARE FINAL PS&E PACKAGE

Task 3.255.20 Final District PS&E Package

This task includes the distribution of the draft final combined highway and structural PS&E package for final review by Caltrans, SBCTA, and other stakeholders. CONSULTANT shall address comments received and incorporate changes as appropriate in the final combined PS&E package. Under this task, CONSULTANT shall perform internal QA/QC plans check and review and shall submit the final combined PS&E package to an independent reviewer, which shall be provided by the CONSULTANT. The independent reviewer shall be a registered Professional Engineer in the State of California and shall certify the quality of the package and that the plans are constructible. The independent reviewer shall submit a stamped report to the SBCTA summarizing its review and certifying the constructability of the plans and that the final combined PS&E package is biddable. CONSULTANT will be responsible for completion of the draft final combined PS&E package in a manner where there is sufficient time to address comments during the independent review and finalize the PS&E package within the project schedule. CONSULTANT will be responsible for the constructability of the project.

Deliverables:

- *Final Combined PS&E Package*
- *Independent Constructability and Ready-to-Bid Certification*

Task 3.255.40 Resident Engineer File and Supplemental Materials

CONSULTANT shall be responsible for preparing the pending Resident Engineer File and other supplemental PS&E materials, which would include the following:

- | | |
|--|-------------------------------------|
| - Geotechnical Information Handout | - Materials Information Handout |
| - Construction Staking Package and Control | - Project Controls for Construction |
| - Grid Grades | - Construction Permits |
| - Quantity Work Book | - Representative Cross Sections |

Deliverables:

- *Resident Engineer File*
- *Supplemental PS&E Materials*

TASK 3.260 – CONTRACT BID DOCUMENTS READY TO LIST

Task 3.260-1 Draft Contract

CONSULTANT shall assist SBCTA in the preparation of the Construction Contract Bid Documents. Under this task, the CONSULTANT shall develop a draft contract, which shall be consistent with Caltrans standards. Draft contract shall include the plans, specifications, special provisions, applicable Federal, state and local laws, regulations, and requirements and item codes. All contract pay items shall utilize the Basic Engineering Estimate System (BEES) coding.

Deliverables:

- *Draft Construction Contract Package*

TASK 5.270 – CONSTRUCTION ENGINEERING – TECHNICAL SUPPORT

Provide Technical Support to the construction engineering staff including design, traffic, hydraulics, materials, structures design, geotechnical services, environmental, landscape and other specialty staff. Functional support may include attendance at pre-work conferences, on-site construction support including contractor request for information (RFI) and RE pending file review.

TASK 6.295 – ACCEPT CONTRACT/PREPARE FINAL CONSTRUCTION ESTIMATE AND FINAL REPORT

Work involved in the acceptance and final documentation of a construction contract.

Work involved includes coordination with the construction manager and/or Resident Engineer to develop as-built plans in accordance with Caltrans and the City Standards. Work includes the transfer of the red-line As-Built plan mark-ups to the original full size reproducible plan sheets (and CADD file) and forwarding a reproducible set of plans with the transferred As-Built changes to SBCTA, Caltrans and the Cities. CONSULTANT shall complete this task within 30 calendar days of receipt of red-line mark-ups.

Deliverables:

- *Red line construction package*
- *As-Built construction package*
- *Electronic and hardcopy submittal for Caltrans and City records*

VI. PROJECT SPECIFIC QUALITY ASSURANCE AND QUALITY CONTROL PLAN REQUIREMENTS

Quality Assurance (QA) encompasses all of the planned and systematic activities implemented within the quality system that can be demonstrated to provide confidence that a product or service will fulfill requirements for quality. Quality Control (QC) consists of operational techniques and activities used

to fulfill requirements for quality. For environmental review process, preliminary engineering and final design, QC includes technical checking, review and design verification activities, while the QA activities includes the monitoring, surveillances, auditing and other means of oversight of the QC activities and documentation, to ensure completeness and adherence to the QC procedures.

A project specific quality management plan (herein referred to as a Project QA/QC Plan) shall be developed by the Consultant and submitted to SBCTA for review and approval. The Project QA/QC Plan shall describe how QA and QC will be executed and express by the Consultant and its subconsultants. In lieu of a Project QA/QC Plan, for small projects at the discretion of the SBCTA Director of Project Delivery, a copy of the Consultant's standard QA and QC procedures that are to be followed by the Consultant team (including subconsultants) for the project, will be submitted to SBCTA for review and approval. The standard QA and QC procedures document and any appended project-specific processes, should address the same requirements listed below for the Project QA/QC Plan.

The following is a list of the minimum content and scope of what the Project QA/QC Plan shall contain. When submitted to SBCTA for review, the Project QA/QC Plan will be reviewed and assessed to ensure that these topic areas are covered and adequately addressed by the plan.

Project Introduction and Scope:

- Project description
- Scope of work
- Quality objectives
- List of deliverable documents for each milestone submittal

Project Team Qualifications, Organization, Staff, Roles and Responsibilities:

- A description of the minimum resource requirements for staff competence, skills, experience, and credentials.
- Organization chart showing project staff and lines of QA and QC authority and communications.
- List of project staff members, roles and responsibilities, including verification, QC review and technical checking, Project Management, Project QA Management and Technical Lead duties.

Quality Training:

1. Quality training, including a training syllabus, schedule, and methods of tracking the staff that have been trained.

Scheduling of Quality Activities:

2. Detailed QA and QC schedule that provides the timing, durations, and dependencies for all QC technical checking, interdisciplinary reviews, internal design verification against project criteria, and internal QA audits.

SBCTA, TSP and Caltrans Reviews:

3. Formal external (SBCTA, TSP and Caltrans) review schedules (Peer Reviews and Constructability Reviews).
4. Processes for SBCTA and TSP Peer Review and Caltrans review comments tracking, response, resolution, checking of comment incorporation, and closure process.

Internal Reviews:

5. Quality procedures related to interdisciplinary design review (IDR) process.
6. Technical review of environmental reports.

Management of Requirements:

7. The requirements for the development of a Basis of Design report that includes a list of governing project criteria, source documents for the governing criteria, including those from Caltrans, SBCTA and local municipalities.
8. Requirements management processes used to track design variation requests, and procedures for changes to the requirements as a result of approved design variances.

Quality Procedures for Project Controls:

9. Project QA and QC procedures related to approved project scope changes and associated revisions to estimates and schedule.
10. Project QA and QC procedures for configuration management against the baseline design.

Quality Control (QC) Procedures:

11. Detailed QC procedures, including descriptions of process steps and documentation of processes for technical checking, QC reviews, and design verification. The procedures for technical checking will include:
 - QC testing and validation of computer software used for the calculations
 - Checking of calculations and data (hand calculations and computer calculations input and output)
 - Checking of drawings and exhibits
 - Checking of specifications and contract documents
 - Checking of quantities and cost estimates
 - Review of studies or report-type documents
 - QC of CADD-produced documents
12. Checklists to be used to verify: design criteria / technical compliance; submittal contents; CADD compliance; specifications compliance; calculations compliance; and milestone specific level of completion.

Quality Assurance (QA) Procedures:

13. The processes for QA monitoring, surveillances, and audits of the QC activities, including when QA audits are to be conducted prior to submittals, and the QC activities and QC documentation to be audited.
14. Processes for the management of the implementation of Corrective Action to internal and external QA audit non-conformances and findings.

Quality Documentation:

15. Quality Records list or definition.

Document Control procedures, including electronic files and project folders, submittal procedures, control of hardcopies, uploading of scanned hardcopy PDF files, document retention requirements, and the treatment of quality documents. This part of the Project QA/QC Plan may reference sections of a project management plan and/or a separate project or firm document control plan.

EXHIBIT B**“CONSULTANT’S APPROVED COST PROPOSAL”**

For Cost Plus Fixed Fee Contracts – use SBCTA Form 348-10H

Cost/Price Form for Cost Plus Fixed Fee RFP
US-395, Phase 2 from Noth of I-15 to Palmdale Road
Plans, Specifications, and Estimates

Consultant AECOMContract No. 22-1002775Date 6/13/2022

Direct Labor Classification/Title	Key Personnel	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Project Manager		1,676	120.00	145.00	\$132.50	\$222,070.00
Technical Specialist		904	80.00	150.00	\$115.00	\$103,960.00
Senior Project Engineer		3,114	70.00	100.00	\$85.00	\$264,690.00
Project Engineer		1,004	60.00	80.00	\$70.00	\$70,280.00
Senior Design Engineer		4,832	55.00	70.00	\$62.50	\$302,000.00
Design Engineer		8,559	45.00	60.00	\$52.50	\$449,347.50
Assistant Engineer		2,102	40.00	50.00	\$45.00	\$94,590.00
CADD Technician		1,738	40.00	55.00	\$47.50	\$82,555.00
Project Controls		1,448	35.00	55.00	\$45.00	\$65,160.00
Administrative Assistant		317	30.00	40.00	\$35.00	\$11,095.00

25,694

Labor Costs

- a) Subtotal Direct Labor Costs \$ 1,665,747.50
b) Anticipated Salary Increases (see page 2 for sample) \$ 63,266.00

c) **TOTAL DIRECT LABOR COSTS** [(a)+(b)] \$ 1,729,013.50

Fringe Benefits

- d) Fringe Benefits (Rate %)

e) **Total Fringe Benefits** [(c)x(d)] \$ -

Indirect Costs

- f) Overhead (Rate 128.430% %)
h) General and Administrative (Rate 0.000% %)

g) Overhead [(c)x (f)] \$ 2,220,572.04
i) Gen & Admin [(c) x (h)] \$ -

j) **Total Indirect Costs** [(g)+(i)] \$ 2,220,572.04

Fixed Fee (Profit)

- n) (Rate 8.00% %)

k) **Fixed fee** [(c) + (e) + (j)] x (n) \$ 315,966.84

Total Loaded Labor Costs

4,265,552.38

Other Direct Costs (ODC)

- l) Travel/ Mileage Costs (supported by consultant actual costs)
m) Equipment Rental and Supplies (itemize)
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.)
o) Subconsultant Costs (detailed cost proposal attached for each subconsultant)

\$ 5,850.00
\$ 0.00
\$ 0.00
\$ 2,833,010.75

p) **Total Other Direct Costs** [(l) + (m) + (n) + (o)] \$ 2,838,860.75

Total cost [(c) + (e) + (j) + (k) + (p)] \$ 7,104,413.13

Notes:

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

Consultant AECOM Contract No. 22-1002775 Date 6/13/2022

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal		Total Hours cost Proposal		Avg Hourly Rate	5year Contract Duration
\$ 1,665,747.50	/	25694	=	\$ 64.83	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

	Average hourly rate		Proposed Escalation			
Year 1	\$ 64.83	+	5%	=	\$ 68.07	Year 2 Avg Hourly Rate
Year 2	\$ 68.07	+	5%	=	\$ 71.47	Year 3 Avg Hourly Rate
Year 3	\$ 71.47	+	5%	=	\$ 75.04	Year 4 Avg Hourly Rate
Year 4	\$ 75.04	+	5%	=	\$ 78.79	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

	Estimated % Completed Each year		Total Hours Per Cost Proposal		Total Hours per Year	
Year 1	40.0%	*	25694	=	10277.6	Estimated Hours Year 1 (FY 22/23)
Year 2	50.0%	*	25694	=	12847.0	Estimated Hours Year 2 (FY 23/24)
Year 3	5.0%	*	25694	=	1284.7	Estimated Hours Year 3 (FY 24/25)
Year 4	5.0%	*	25694	=	1284.7	Estimated Hours Year 4 (FY 25/26)
Year 5	0.0%	*	25694	=	0.0	Estimated Hours Year 5 (FY 26/27)
Total	100.0%		Total	=	25694	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated above)		Cost Per Year	
Year 1	\$ 64.83	*	10277.6	=	\$ 666,296.81	Estimated Hours Year 1
Year 2	\$ 68.07	*	12847.0	=	\$ 874,495.29	Estimated Hours Year 2
Year 3	\$ 71.47	*	1284.7	=	\$ 91,817.51	Estimated Hours Year 3
Year 4	\$ 75.04	*	1284.7	=	\$ 96,403.89	Estimated Hours Year 4
Year 5	\$ 78.79	*	0.0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =					\$ 1,729,013.50	
Direct Labor Subtotal before Escalation =					\$ 1,665,747.50	
Estimated Total of Direct Labor Salary Increase =					\$ 63,266.00	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only.
- Estimated yearly percent completed from resource loaded schedule

Contract: 22-1002775		Date: 6/13/2022											
		Detail Hours Sheet											
Task Description		Consultant											
US-395, Phase 2 from North of I-15 to Palmdale Road		AECOM											
B	C	D	E	F	G	H	I	J	K	L	M	N	
WBS Number	Drawing or Item of Work - Titles	Project Manager	Technical Specialist	Senior Project Engineer	Project Engineer	Senior Design Engineer	Design Engineer	Assistant Engineer	CAAD Technician	Project Controls	Administrative Assistant	Total Hours	
3.100.15	Project Management	684.0	160.0	550.0	0.0	64.0	0.0	0.0	0.0	1,314.0	250.0	3,022.0	
3.100.15	Project Management	384.0								576.0		960.0	
3.100.15-1	Coordination and Meeting:	300.0		550.0		64.0				488.0		1,402.0	
3.100.15-2	Administration (Includes PMP, QMP, Communication Plan		160.0							250.0	250.0	660.0	
3.180	Prepare Environmental Revalidation and Supplemental Project Report	50.0	148.0	555.0	498.0	180.0	790.0	123.0	201.0	0.0	0.0	2,545.0	
3.180	Prepare Environmental Revalidation											0.0	
3.180	Technical Studies											0.0	
3.180	Haz Waste Testing (ADL, LBP, ACM)											0.0	
3.180	Supplemental Project Report	12.0	40.0	155.0			300.0		75.0			582.0	
3.180	Proposed Geometric Review (GAD Preparation)		84.0	168.0	336.0							588.0	
3.180	Prepare Design Standard Decision Documer	8.0		112.0	98.0		112.0		38.0			368.0	
3.180	LCCA			30.0	40.0		30.0		20.0			120.0	
3.180	Traffic Analysis Update	30.0	24.0	90.0	24.0	180.0	348.0	123.0	69.0			887.0	
3.185	Prepare Base Maps and Plan Sheets	10.0	0.0	60.0	0.0	0.0	120.0	0.0	0.0	0.0	0.0	190.0	
3.185.05	Updated Project Information	10.0		60.0			120.0					190.0	
3.185.10	Engineering and Photogrammetric Survey											0.0	
	Design Surveys											0.0	
	Topographic Mapping											0.0	
	Utility Research/Coordination											0.0	
	Potholing											0.0	
	Pothole Survey											0.0	
3.205	Permits & Agreements	6.0	0.0	30.0	48.0	0.0	56.0	0.0	0.0	0.0	0.0	140.0	
3.205.05	Determine Required Permit:											0.0	
3.205.10	Obtain Permits - Encroachment Permits during design											0.0	
3.205.10	Obtain Permits - Construction permits											0.0	
3.205.10	Non Environmental Permits (Caltrans Encroachment Permit, DWR	6.0		30.0	48.0		56.0					140.0	
3.220	Perform Right-Of-Way Engineering	26.0	13.0	53.0	13.0	106.0	185.0	53.0	40.0	26.0	13.0	528.0	
3.220.15	Right-Of-Way Maps (Right-Of-Way Requirements)	26.0	13.0	53.0	13.0	106.0	185.0	53.0	40.0	26.0	13.0	528.0	
3.230	Prepare Highway Draft Plans, Specifications, and Estimates (65% and 95% PS&I	584.0	399.0	1,178.0	259.0	3,098.0	5,164.0	1,335.0	850.0	0.0	0.0	12,867.0	
3.230.05	Draft Highway Plans											0.0	
3.230.05.05	Title Sheet	1.0	1.0	2.0	1.0	5.0	8.0	4.0	2.0			24.0	
3.230.05.10	Typical Sections	10.0	5.0	20.0	5.0	40.0	78.0	27.0	15.0			200.0	
3.230.05.15	Key Map and Line Index:	1.0	1.0	2.0	1.0	5.0	8.0	4.0	2.0			24.0	
	Project Control				4.0				12.0			16.0	
3.230.05.20	Layouts (includes Grading	84.0	40.0	162.0	40.0	325.0	628.0	224.0	122.0			1,625.0	
3.230.05.25	Profiles & Superelevation Diagram	32.0	20.0	80.0	32.0	146.0	254.0	86.0	72.0			722.0	
3.230.05.30	Construction Details	82.0	42.0	162.0	40.0	324.0	632.0	224.0	124.0			1,630.0	
	Water Pollution Control Plan	10.0	20.0	10.0		120.0	155.0	5.0	10.0			330.0	
3.230.05.35	Contour Grading	24.0	14.0	54.0	14.0	108.0	210.0	74.0	40.0			538.0	
3.230.05.55	Revised Standard Plans	4.0		16.0		28.0	60.0		12.0			120.0	
3.230.05.60	Stage Construction and Traffic Handling Plans, Detours, Details, and Quantitie											0.0	
3.230.15.10	Construction Area Signs	10.0	4.0	18.0	4.0	36.0	70.0	25.0	13.0			180.0	
3.230.15.60	Motorist Information	14.0	8.0	28.0	8.0	56.0	112.0	40.0	22.0			288.0	
3.230.05.60	Stage Construction Plans	8.0	4.0	14.0	4.0	28.0	55.0	19.0	12.0			144.0	
3.230.05.60	Traffic Handling Plans	96.0	48.0	192.0	48.0	380.0	738.0	262.0	142.0			1,906.0	
3.230.05.60	Traffic Handling (Detour) Plans											0.0	
3.230.05.60	Traffic Handling Details	4.0	2.0	8.0	2.0	18.0	34.0	12.0	6.0			86.0	
3.230.05.60	Traffic Handling Quantities	10.0	4.0	22.0	6.0	40.0	72.0	26.0	14.0			194.0	
3.230.30	Drainage Plans, Profiles, Details, and Quantities											0.0	
3.230.30.05	Drainage Plans	40.0	40.0	20.0		340.0	470.0	20.0	40.0			970.0	
3.230.30.05	Drainage Profiles					100.0	80.0					180.0	
3.230.30.05	Drainage Details					100.0	80.0					180.0	
3.230.30.05	Drainage Quantities					100.0	80.0					180.0	
3.230.30.05	Temporary Drainage Plan:	20.0	20.0	10.0		140.0	130.0	10.0	10.0			340.0	
3.230.20	Transportation Management Plan (TMP	8.0	4.0	8.0	8.0	16.0	48.0	16.0	12.0			120.0	
3.230.25	Utility Plans and Utility Relocation	31.0	15.0	61.0	15.0	123.0	238.0	85.0	46.0			614.0	
3.230.35	Draft Highway Specifications:	10.0	5.0	19.0	5.0	38.0	75.0	26.0	14.0			192.0	
3.230.40	Draft Highway Quantities and Estimate:	14.0	7.0	29.0	7.0	58.0	111.0	40.0	22.0			288.0	
3.230.15.05	Signing and Pavement Delineation Plans, Profiles, Details, and Quantitie											0.0	
3.230.15.05	Sign Plans											0.0	
3.230.15.05	Sign Details											0.0	
3.230.15.05	Sign Quantities											0.0	
3.230.15.05	Pavement Delineation Plan											0.0	
3.230.15.05	Pavement Delineation Detail											0.0	
3.230.15.05	Pavement Delineation Quantitie											0.0	
3.230.15	Electrical Systems Plans, Profiles, Details, and Quantities											0.0	
3.230.15	Modify Lighting System											0.0	
3.230.15	Modify Traffic Signal System											0.0	
3.230.15	Traffic Census Station System											0.0	
3.230.15	Traffic Monitoring Station System											0.0	
3.230.15	Communications System											0.0	
3.230.15	Irrigation Systems											0.0	
3.230.15	Temporary Lighting System											0.0	
3.230.15	Temporary Traffic Signal System											0.0	
3.230.15	Temporary Communications System											0.0	
3.230.15	Details - Wiring Diagrams, Barrier Mounted Pole, Conduit and Conductor Schedules, etc											0.0	
3.230.15	Electrical Systems Quantities											0.0	
	Summary of Quantities	10.0	5.0	19.0	5.0	38.0	74.0	27.0	14.0			192.0	
	Erosion Control	21.0	10.0	42.0	10.0	86.0	164.0	59.0	32.0			424.0	
3.230.60	Updated Storm Water Data Repor	20.0	40.0	160.0			190.0	10.0	20.0			440.0	
3.230.70	Updated Hydraulics Repor	20.0	40.0	20.0		300.0	310.0	10.0	20.0			720.0	
3.230.80	Geotechnical Design Repor											0.0	
3.230.80	Updated Materials Repor											0.0	
3.240	Prepare Structural Draft Plans, Specifications, and Estimates	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
3.240.60	Hydraulics Report											0.0	
3.240.65	Preliminary Foundation Report											0.0	
3.240.70	Subsurface Exploration and Other Field Studies											0.0	
3.240.75	Type Selection (California Aqueduct)											0.0	
3.240.75	Draft Structural Plans (California Aqueduct)											0.0	
3.240.75	Retaining Walls - Special Design											0.0	
3.240.80	Foundation Report											0.0	
	Independent Check of Bridge Widening (California Aqueduct)											0.0	
3.255	Prepare Final PS&E Package	184.0	130.0	404.0	108.0	964.0	1,574.0	401.0	255.0	0.0	0.0	4,020.0	
3.255.20	Final District PS&E Package	176	120	354	78	930	1,550	401	255			3,864.0	
	Independent Constructibility	2.0	6.0	20.0	20.0	12.0						60.0	
	Ready to Bid Certification	2.0	4.0	14.0	10.0	6.0						36.0	
3.255.40	Resident Engineer File and Supplemental Materia	4.0		16.0		16.0	24.0					60.0	
3.260	Contract Bid Documents Ready to List	12.0	0.0	24.0	24.0	0.0	0.0	0.0	0.0	0.0	0.0	60.0	
3.260-1	Draft Contract	12.0		24.0	24.0							60.0	
5.270	Construction Engineering - Technical Support	104.0	54.0	180.0	54.0	420.0	670.0	190.0	72.0	108.0	54.0	1,906.0	
5.270	Construction Engineering - Technical Support	104.0	54.0	180.0	54.0	420.0	670.0	190.0	72.0	108.0	54.0	1,906.0	
6.295	Accept Contract/Prepare Final Construction Estimate and Final Repor	16.0	0.0	80.0	0.0	0.0	0.0	0.0	320.0	0.0	0.0	416.0	
6.295	Accept Contract/Prepare Final Construction Estimate and Final Report	16.0		80.0					320.0			416.0	
Total Hours		1,676.0	904.0	3,114.0	1,004.0	4,832.0	8,559.0	2,102.0	1,738.0	1,448.0	317.0	25,694.0	

Contract: 22-1002775		Date: 6/13/2022		Detail Cost Sheet																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
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Other Direct Costs			
Other Direct Costs	RATE	NUMBER	COST
Mileage	\$ 0.585	10,000.0	\$5,850.00
Per Diem (Hotel, Meals, Incidentals)			\$0.00
Total Travel/Mileage Costs			\$5,850.00
Total Equipment Rental and Supplies			\$0.00
Reproduction			\$0.00
- Black/White 8.5x11			\$0.00
- Black/White 11x17			\$0.00
- Color 11x17			\$0.00
- Color 8.5x11			\$0.00
FedEx Box Shipment (Overnight)			\$0.00
FedEx Envelope Shipment (Overnight)			\$0.00
CADD Plots			\$0.00
- Black/White			\$0.00
- Color			\$0.00
Insurance for contract			\$0.00
Total Permit Fees, Plan Sheets, Test Holes (each, Etc.)			\$0.00
Total Other Direct Costs (rounded)			\$5,850.00

Sub-Consultants Direct Costs	Responsibilities	DBE?	
CNS Engineering, Inc.	Structures Design	Yes	\$239,856.08
Safeprobe, Inc.	Potholing	Yes	\$379,500.00
CL Surveying & Mapping, Inc	Survey	Yes	\$192,286.97
PSOMAS	Survey		\$363,701.74
Diaz Yourman Associates	Geotechnical	Yes	\$456,259.18
LIN Consulting	Electrical& Signing, Striping	Yes	\$385,679.36
ICF	Environmental		\$605,476.68
Overland, Pacific, and Cutler LLC	Utility Coordination		\$210,250.74
		Total	\$2,833,010.75
		DBE%	23.3%

Cost/Price Form for Cost Plus Fixed Fee RFP
I-10 Express Lanes Contract 2 Plans, Specifications, and Estimates

Consultant CL SurveyContract No. 22-1002775Date 6/13/2022

Direct Labor Classification/Title	Key Personnel	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Calif. L.S. Party Chief*		0			\$0.00	\$0.00
Certified Party Chief*	Gary Butterworth	140	62.31	62.31	\$62.31	\$8,723.40
Party Chief*	Bryan Albertson, William Peterson	112	55.26	57.31	\$56.29	\$6,304.48
Instrument Man*		0			\$0.00	\$0.00
Chainman*	Miguel Cerda, Jerome Washington, Chris Diaz	244	51.28	51.28	\$51.28	\$12,512.32
Technical Manager		0			\$0.00	\$0.00
Sr. Project Manager	Lam Le	28	75.00	75.00	\$75.00	\$2,100.00
Project Manager	Daniel Calvillo	84	75.00	75.00	\$75.00	\$6,300.00
Sr. Project Surveyor III	Joe Deal	68	78.25	78.25	\$78.25	\$5,321.00
Sr. Project Surveyor II		0			\$0.00	\$0.00
Sr. Project Surveyor I	Bernardo Padilla	208	50.00	50.00	\$50.00	\$10,400.00
Sr. GIS Specialist		0			\$0.00	\$0.00
GIS Specialist		0			\$0.00	\$0.00
LiDAR Technician		0			\$0.00	\$0.00
Photogrammetrist		0			\$0.00	\$0.00
Photo Compiler III		0			\$0.00	\$0.00
Photo Compiler II		0			\$0.00	\$0.00
Photo Compiler I		0			\$0.00	\$0.00
Project Surveyor III		0			\$0.00	\$0.00
Project Surveyor II		0			\$0.00	\$0.00
Project Surveyor I	Jarrod Smith	272	35.00	35.00	\$35.00	\$9,520.00
Staff Surveyor III		0			\$0.00	\$0.00
Staff Surveyor II		0			\$0.00	\$0.00
Staff Surveyor I		0			\$0.00	\$0.00
Project Administrator		0			\$0.00	\$0.00

1,156

Labor Costs

- a) Subtotal Direct Labor Costs
- b) Anticipated Salary Increases (see page 2 for sample)

\$ 61,181.20

\$ 3,725.31

c) **TOTAL DIRECT LABOR COSTS** [(a)+(b)]

\$ 64,906.51

Fringe Benefits

- d) Fringe Benefits (Rate 80.010% %)

e) **Total Fringe Benefits** [(c)x(d)]

\$ 51,931.70

Indirect Costs

- f) Overhead (Rate 32.170% %)
- h) General and Administrative (Rate 32.170% %)

g) Overhead [(c)x (f)]

i) Gen & Admin [(c) x (h)]

\$ 20,880.42

\$ 20,880.42

j) **Total Indirect Costs** [(g)+(i)]

\$ 41,760.84

Fixed Fee (Profit)

- n) (Rate 8.00% %)

k) **Fixed fee** [(c) + (e) + (j)] x (n)

\$ 12,687.92

Total Loaded Labor Costs

\$ 171,286.97

Other Direct Costs (ODC)

- l) Travel/ Mileage Costs (supported by consultant actual costs)
- m) Equipment Rental and Supplies (itemize)
- n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.)
- o) Subconsultant Costs (detailed cost proposal attached for each subconsultant)

\$ 21,000.00

\$ 0.00

\$ 0.00

\$ 0.00

p) **Total Other Direct Costs** [(l) + (m) + (n) + (o)]

\$ 21,000.00

Total cost [(c) + (e) + (j) + (k) + (p)]

\$ 192,286.97

Notes:

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

Consultant CL Survey Contract No. 22-1002775 Date 6/13/2022

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 61,181.20 /	1156	= \$ 52.92	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

Average hourly rate	Proposed Escalation			
Year 1 \$ 52.92 +	6%	=	\$ 56.10	Year 2 Avg Hourly Rate
Year 2 \$ 56.10 +	6%	=	\$ 59.47	Year 3 Avg Hourly Rate
Year 3 \$ 59.47 +	6%	=	\$ 63.04	Year 4 Avg Hourly Rate
Year 4 \$ 63.04 +	6%	=	\$ 66.82	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1 25.0% *	1156	= 289.0	Estimated Hours Year 1 (FY 22/23)
Year 2 50.0% *	1156	= 578.0	Estimated Hours Year 2 (FY 23/24)
Year 3 25.0% *	1156	= 289.0	Estimated Hours Year 3 (FY 24/25)
Year 4 0.0% *	1156	= 0.0	Estimated Hours Year 4 (FY 25/26)
Year 5 0.0% *	1156	= 0.0	Estimated Hours Year 5 (FY 26/27)
Total 100.0%	Total	= 1156	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1 \$ 52.92 *	289.0	= \$ 15,293.88	Estimated Hours Year 1
Year 2 \$ 56.10 *	578.0	= \$ 32,425.80	Estimated Hours Year 2
Year 3 \$ 59.47 *	289.0	= \$ 17,186.83	Estimated Hours Year 3
Year 4 \$ 63.04 *	0.0	= \$ -	Estimated Hours Year 4
Year 5 \$ 66.82 *	0.0	= \$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 64,906.51	
Direct Labor Subtotal before Escalation =		\$ 61,181.20	
Estimated Total of Direct Labor Salary Increase =		\$ 3,725.31	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only.
- Estimated yearly percent completed from resource loaded schedule

Contract: 22-1002775			Date: 6/19/2022			Detail Sheet																							
Task Description			Consultant																										
US-395, Phase 2 from North of I-15 to Palmdale Road			CL Survey																										
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA			
Row	WBS Number	Drawing or Item of Work - Titles	Chief U.S. Party	Assistant Party	Party Chief	Instrument Setup	Observer	Technical Manager	Sr. Project Manager	Project Manager	Sr. Project Surveyor	Sr. Project Surveyor	Sr. Project Surveyor	Sr. Project Surveyor	Sr. Project Surveyor	Sr. Project Surveyor	Sr. Project Surveyor	Sr. Project Surveyor	Sr. Project Surveyor	Sr. Project Surveyor	Sr. Project Surveyor	Sr. Project Surveyor	Sr. Project Surveyor	Sr. Project Surveyor	Sr. Project Surveyor	Total Hours			
1	3.185	Prepare Base Maps and Plan Sheet	0.0	140.0	112.0	0.0	244.0	0.0	28.0	84.0	68.0	0.0	208.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	256.0			
2	3.185.15	Engineering and Photogrammetric Surveys	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
3		Survey Control	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
4		Aerial Topographic Mapping (Setting, Aerial Control and Processing Control)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
5		MTLS Survey (Setting MTLS Control)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
6		Grange Survey (CU)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
7		Geotechnical Boring Location Surveys	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
8		Utility Pole Location Surveys Segment 100	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
9		Miscellaneous Conventional Design Surveys (400)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
Total Hours			0.0	140.0	112.0	0.0	244.0	0.0	28.0	84.0	68.0	0.0	208.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1,156.0			

[illegible]

Other Direct Costs			
Other Direct Costs	RATE	NUMBER	COST
Mileage			\$0.00
Traffic Control	\$ 3,000.00	5.0	\$15,000.00
Aerial Subconsultant	\$ 6,000.00	1.0	\$6,000.00
Total Travel/Mileage Costs			\$21,000.00
Total Equipment Rental and Supplies			\$0.00
Reproduction			\$0.00
- Black/White 8.5x11			\$0.00
- Black/White 11x17			\$0.00
- Color 11x17			\$0.00
- Color 8.5x11			\$0.00
FedEx Box Shipment (Overnight)			\$0.00
FedEx Envelope Shipment (Overnight)			\$0.00
CADD Plots			\$0.00
- Black/White			\$0.00
- Color			\$0.00
Insurance for contract			\$0.00
Total Permit Fees, Plan Sheets, Test Holes (each, Etc.)			\$0.00
Total Other Direct Costs (rounded)			\$21,000.00

Cost/Price Form for Cost Plus Fixed Fee RFP
I-10 Express Lanes Contract 2 Plans, Specifications, and Estimates

Consultant CNS (Subconsultant)Contract No. 22-1002775Date 5/31/2022

Direct Labor Classification/Title	Key Personnel	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Project Manager		60	95.00	102.00	\$98.50	\$5,910.00
Senior Engineer		252	65.00	75.00	\$70.00	\$17,640.00
Project Engineer		252	47.00	57.00	\$52.00	\$13,104.00
Design Engineer II		620	43.00	46.00	\$44.50	\$27,590.00
Design Engineer I		88	38.00	44.00	\$41.00	\$3,608.00
Senior CADD		518	41.00	46.00	\$43.50	\$22,533.00

1,790

Labor Costs

- a) Subtotal Direct Labor Costs
- b) Anticipated Salary Increases (see page 2 for sample)

c) **TOTAL DIRECT LABOR COSTS** [(a)+(b)]

\$ 90,385.00

\$ 3,161.30

\$ 93,546.30

Fringe Benefits

- d) Fringe Benefits (Rate 50.720% %)

e) **Total Fringe Benefits** [(c)x(d)]

\$ 47,446.68

Indirect Costs

- f) Overhead (Rate 85.210% %)
- h) General and Administrative (Rate 0.000% %)

g) Overhead [(c)x (f)]

\$ 79,710.80

i) Gen & Admin [(c) x (h)]

\$ -

j) **Total Indirect Costs** [(g)+(i)]

\$ 79,710.80

Fixed Fee (Profit)

- n) (Rate 8.00% %)

k) **Fixed fee** [(c) + (e) + (j)] x (n)

\$ 17,656.30

Total Loaded Labor Costs

238,360.08

Other Direct Costs (ODC)

- l) Travel/ Mileage Costs (supported by consultant actual costs)
- m) Equipment Rental and Supplies (itemize)
- n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.)
- o) Subconsultant Costs (detailed cost proposal attached for each subconsultant)

\$ 1,416.00

\$ 0.00

\$ 80.00

\$ -

p) **Total Other Direct Costs** [(l) + (m) + (n) + (o)]

\$ 1,496.00

Total cost [(c) + (e) + (j) + (k) + (p)]

\$ 239,856.08

Notes:

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

Consultant CNS (Subconsultant) Contract No. 22-1002775 Date 5/31/2022

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 90,385.00 /	1790 =	\$ 50.49	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

Average hourly rate	Proposed Escalation		
Year 1 \$ 50.49 +	5%	=	\$ 53.01 Year 2 Avg Hourly Rate
Year 2 \$ 53.01 +	5%	=	\$ 55.66 Year 3 Avg Hourly Rate
Year 3 \$ 55.66 +	5%	=	\$ 58.44 Year 4 Avg Hourly Rate
Year 4 \$ 58.44 +	5%	=	\$ 61.36 Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1 35.0% *	1790 =	626.5	Estimated Hours Year 1 (FY 22/23)
Year 2 60.0% *	1790 =	1074.0	Estimated Hours Year 2 (FY 23/24)
Year 3 5.0% *	1790 =	89.5	Estimated Hours Year 3 (FY 24/25)
Year 4 0.0% *	1790 =	0.0	Estimated Hours Year 4 (FY 25/26)
Year 5 0.0% *	1790 =	0.0	Estimated Hours Year 5 (FY 26/27)
Total 100.0%	Total =	1790	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1 \$ 50.49 *	626.5 =	\$ 31,631.99	Estimated Hours Year 1
Year 2 \$ 53.01 *	1074.0 =	\$ 56,932.74	Estimated Hours Year 2
Year 3 \$ 55.66 *	89.5 =	\$ 4,981.57	Estimated Hours Year 3
Year 4 \$ 58.44 *	0.0 =	\$ -	Estimated Hours Year 4
Year 5 \$ 61.36 *	0.0 =	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 93,546.30	
Direct Labor Subtotal before Escalation =		\$ 90,385.00	
Estimated Total of Direct Labor Salary Increase =		\$ 3,161.30	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only.
- Estimated yearly percent completed from resource loaded schedule

Total Hours											

DRAFT

Contract: 22-1002775			Date: 5/31/2022			Detail Sheet														
Task Description			Consultant																	
US-395, Phase 2 from North of I-15 to Palmdale Road			CNS (Subconsultant)																	
A	B	C	D	\$ D1 98.50	E	\$ E1 70.00	F	\$ F1 52.00	G	\$ G1 44.50	H	\$ H1 41.00	I	\$ I1 43.50	AI	AI1	AJ	AK	AL	AM
Row	WBS Number	Drawing or Item of Work - Titles	Project Manager	Project Manager	Senior Engineer	Senior Engineer	Project Engineer	Project Engineer	Design Engineer II	Design Engineer II	Design Engineer I	Design Engineer I	0	Senior CADD	Hours Total	Direct Labor Total	Overhead Cost	Fee	Total Labor Costs	Escalated Total Labor Cost
		Bridge Type Selection (California Aqueduct Bridge)	8.0	\$ 788.00	44.0	\$ 3,080.00	0.0	\$ -	128.0	\$ 5,696.00	24.0	\$ 984.00	32.0	\$ 1,392.00	236.0	\$ 11,940.00	\$ 16,230.04	\$ 2,253.60	\$ 30,423.65	\$ 31,487.74
		65% Plans, Independent Check, and 95% PS&E (California Aqueduct Bridge)	28.0	\$ 2,758.00	96.0	\$ 6,720.00	156.0	\$ 8,112.00	220.0	\$ 9,790.00	40.0	\$ 1,640.00	280.0	\$ 12,180.00	820.0	\$ 41,200.00	\$ 56,003.16	\$ 7,776.25	\$ 104,979.41	\$ 108,651.16
		Bridge Type Selection (Non-Std Walls over RCB)	4.0	\$ 394.00	16.0	\$ 1,120.00	0.0	\$ -	88.0	\$ 3,916.00	0.0	\$ -	32.0	\$ 1,392.00	140.0	\$ 6,822.00	\$ 9,273.14	\$ 1,287.61	\$ 17,382.76	\$ 17,990.73
		65% Plans, Independent Check, and 95% PS&E (Non-Std Walls over RCB)	8.0	\$ 788.00	24.0	\$ 1,680.00	96.0	\$ 4,992.00	112.0	\$ 4,984.00	24.0	\$ 984.00	96.0	\$ 4,176.00	360.0	\$ 17,604.00	\$ 23,929.12	\$ 3,322.65	\$ 44,855.77	\$ 46,424.64
		Final Structure PS&E (California Aqueduct Bridge)	8.0	\$ 788.00	24.0	\$ 1,680.00	0.0	\$ -	24.0	\$ 1,068.00	0.0	\$ -	24.0	\$ 1,044.00	80.0	\$ 4,580.00	\$ 6,225.59	\$ 864.45	\$ 11,670.04	\$ 12,078.21
		Final Structure PS&E (Non-Std Walls over RCB)	2.0	\$ 197.00	12.0	\$ 840.00	0.0	\$ -	12.0	\$ 534.00	0.0	\$ -	14.0	\$ 609.00	40.0	\$ 2,180.00	\$ 2,963.27	\$ 411.46	\$ 5,554.74	\$ 5,749.02
		CONSTRUCTION ENGINEERING – TECHNICAL SUPPORT	2.0	\$ 197.00	32.0	\$ 2,240.00	0.0	\$ -	28.0	\$ 1,246.00	0.0	\$ -	8.0	\$ 348.00	70.0	\$ 4,031.00	\$ 5,479.34	\$ 760.83	\$ 10,271.17	\$ 10,630.41
		As-built Plans	0.0	\$ -	4.0	\$ 280.00	0.0	\$ -	8.0	\$ 356.00	0.0	\$ -	32.0	\$ 1,392.00	44.0	\$ 2,028.00	\$ 2,756.66	\$ 382.77	\$ 5,167.43	\$ 5,348.17
Total Hours			60.0	\$ 788.00	252.0	\$ 3,080.00	252.0	\$ -	620.0	\$ 5,696.00	88.0	\$ 984.00	518.0	\$ 1,392.00	1,790.0	\$ 90,385.00	\$ 122,860.33	\$ 17,059.63	\$ 230,304.96	\$ 238,360.08

Other Direct Costs			
Other Direct Costs	RATE	NUMBER	COST
Mileage	\$ 0.585	600.0	\$351.00
Air Fare (if needed)	\$ 500.000	2.0	\$1,000.00
Rental Car (if needed)	\$ 65.000	1.0	\$65.00
Per Diem (Hotel, Meals, Incidentals)			\$0.00
Total Travel/Mileage Costs			\$1,416.00
Total Equipment Rental and Supplies			\$0.00
Reproduction			\$0.00
- Black/White 8.5x11			\$0.00
- Black/White 11x17			\$0.00
- Color 11x17			\$0.00
- Color 8.5x11			\$0.00
FedEx Box Shipment (Overnight)	\$ 50.00	1.0	\$50.00
FedEx Envelope Shipment (Overnight)	\$ 15.00	2.0	\$30.00
CADD Plots			\$0.00
- Black/White			\$0.00
- Color			\$0.00
Insurance for contract			\$0.00
Total Permit Fees, Plan Sheets, Test Holes (each, Etc.)			\$80.00
Total Other Direct Costs (rounded)			\$1,496.00

Cost/Price Form for Cost Plus Fixed Fee RFP
US-395, Phase 2 from North I-15 to Palmdale Road
Plans, Specifications, and Estimates

Consultant Diaz YourmanContract No. 22-1002775Date 5/31/2022

Direct Labor Classification/Title	Key Personnel	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Principal	S. Niranjanan, Chris Diaz, Saroj Weeraratne, Clint Isa	163	87.82	87.82	\$87.82	\$14,314.66
Senior	Ken Wilson, Jorge Sandoval	135	59.93	59.93	\$59.93	\$8,090.55
Project II	Saul Cuautle, Beatrice Torres, Chaitanya Kukutla (KC)	383	47.06	47.06	\$47.06	\$18,023.98
Project I	Britton Howay, Ted Reinert, Nima Mojtahedzadeh	370	39.00	39.00	\$39.00	\$14,430.00
Staff II	Osvaldo Berumen	80	33.89	33.89	\$33.89	\$2,711.20
Staff I	Ruta Bandziulis	106	32.35	32.35	\$32.35	\$3,429.10
Prevailing Wage I*	See all above	190	52.25	52.25	\$52.25	\$9,927.50
Prevailing Wage II*	See all above	94	59.75	59.75	\$59.75	\$5,616.50
CADD Technician	Ashley Scholder, Christian Racelis	85	27.03	27.03	\$27.03	\$2,297.55
Word Processor	Sandi Diaz, Deanna Rose	40	35.00	35.00	\$35.00	\$1,400.00
Technical Editor	Sandi Diaz, Deanna Rose, Steven Diaz	44	41.80	41.80	\$41.80	\$1,839.20

1,690

Labor Costs

- a) Subtotal Direct Labor Costs \$ \$82,080.24
b) Anticipated Salary Increases (see page 2 for sample) \$ 2,508.49

c) **TOTAL DIRECT LABOR COSTS** [(a)+(b)] \$ \$84,588.73**Fringe Benefits**

- d) Fringe Benefits (Rate 0.000% %)

e) **Total Fringe Benefits** [(c)x(d)] \$ -**Indirect Costs**

- f) Overhead (Rate 211.410% %)
h) General and Administrative (Rate 0.000% %)

g) Overhead [(c)x (f)] \$ 178,829.03i) Gen & Admin [(c) x (h)] \$ -j) **Total Indirect Costs** [(g)+(i)] \$ 178,829.03**Fixed Fee (Profit)**

- n) (Rate 8.00% %)

k) **Fixed fee** [(c) + (e) + (j)] x (n) \$ 21,073.42**Total Loaded Labor Costs**\$ \$284,491.18**Other Direct Costs (ODC)**

- l) Travel/ Mileage Costs (supported by consultant actual costs) \$ \$0.00
m) Equipment Rental and Supplies (itemize) \$ \$0.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.) \$ \$0.00
o) Subconsultant Costs (detailed cost proposal attached for each subconsultant) \$ \$171,768.00

p) **Total Other Direct Costs** [(l) + (m) + (n) + (o)] \$ 171,768.00**Total cost** [(c) + (e) + (j) + (k) + (p)] \$ \$456,259.18**Notes:**

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

Consultant Diaz Yourman Contract No. 22-1002775 Date 5/31/2022

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 82,080.24 /	1690	= \$ 48.57	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

Average hourly rate	Proposed Escalation			
Year 1 \$ 48.57 +	5%	=	\$ 51.00	Year 2 Avg Hourly Rate
Year 2 \$ 51.00 +	5%	=	\$ 53.55	Year 3 Avg Hourly Rate
Year 3 \$ 53.55 +	5%	=	\$ 56.23	Year 4 Avg Hourly Rate
Year 4 \$ 56.23 +	5%	=	\$ 59.04	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1 55.0% *	1690	= 929.5	Estimated Hours Year 1 (FY 22/23)
Year 2 35.0% *	1690	= 591.5	Estimated Hours Year 2 (FY 23/24)
Year 3 5.0% *	1690	= 84.5	Estimated Hours Year 3 (FY 24/25)
Year 4 5.0% *	1690	= 84.5	Estimated Hours Year 4 (FY 25/26)
Year 5 0.0% *	1690	= 0.0	Estimated Hours Year 5 (FY 26/27)
Total 100.0%	Total	= 1690	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1 \$ 48.57 *	929.5	= \$ 45,145.82	Estimated Hours Year 1
Year 2 \$ 51.00 *	591.5	= \$ 30,166.50	Estimated Hours Year 2
Year 3 \$ 53.55 *	84.5	= \$ 4,524.98	Estimated Hours Year 3
Year 4 \$ 56.23 *	84.5	= \$ 4,751.44	Estimated Hours Year 4
Year 5 \$ 59.04 *	0.0	= \$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 84,588.73	
Direct Labor Subtotal before Escalation =		\$ 82,080.24	
Estimated Total of Direct Labor Salary Increase =		\$ 2,508.49	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only.
- Estimated yearly percent completed from resource loaded schedule

Contract: 22-1002775

Date: 5/31/2022

Detail Sheet

Task Description		Detail Sheet												
US-395, Phase 2 from North of I-15 to Palmdale Road		Consultant												
		Diaz Yourman												
B	C	D	E	F	G	H	I	J	I	J	K	L	AI	
WBS Number	Drawing or Item of Work - Titles	Principal	Principal	Senior	Project II	Project I	Staff II	Staff I	Prevailing Wage I*	Prevailing Wage II*	CADD Technician	Word Processor	Technical Editor	Total Hours
	Prepare Environmental Revalidation and Supplemental Project Report	62.0	8.0	171.0	72.0	20.0	16.0	30.0	10.0	28.0	12.0	16.0	445.0	
	Haz Waste Testing (ADL, LBP, ACM)	62.0	8.0	171.0	72.0	20.0	16.0	30.0	10.0	28.0	12.0	16.0	445.0	
3.230	Prepare Highway Draft Plans, Specifications, and Estimates (65% and 95% PS&E)	55.0	97.0	126.0	159.0	20.0	48.0	16.0	8.0	29.0	15.0	15.0	588.0	
3.205	Permits	2.0	8.0	0.0	10.0	10.0	0.0	0.0	0.0	0.0	0.0	0.0	30.0	
3.230.80	Data Review, Mark Borings, USA Alert	6.0	8.0	6.0	22.0	4.0	0.0	16.0	8.0	4.0	0.0	0.0	74.0	
3.230.80	Geotechnical Design Report	27.0	49.0	59.0	72.0	6.0	5.0	0.0	0.0	22.0	8.0	8.0	256.0	
3.230.80	Updated Materials Report	20.0	32.0	61.0	55.0	0.0	43.0	0.0	0.0	3.0	7.0	7.0	228.0	
3.240	Prepare Structural Draft Plans, Specifications, and Estimates	46.0	30.0	86.0	139.0	40.0	42.0	144.0	76.0	28.0	13.0	13.0	657.0	
3.240.65	Preliminary Foundation Report	11.0	4.0	27.0	34.0	10.0	8.0	0.0	0.0	14.0	6.0	6.0	120.0	
3.240.70	Subsurface Exploration and Other Field Studies	8.0	0.0	2.0	24.0	8.0	20.0	144.0	76.0	0.0	0.0	0.0	282.0	
3.240.80	Foundation Report	18.0	26.0	39.0	63.0	22.0	14.0	0.0	0.0	14.0	7.0	7.0	210.0	
3.100.15-1	Coordinations and Meetings	9.0	0.0	18.0	18.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	45.0	
	Total Hours	163.0	135.0	383.0	370.0	80.0	106.0	190.0	94.0	85.0	40.0	44.0	1,690.0	

Attachment: Contract 22-1002775 US-395 Phase 2 PSE Cost Proposal AECOM with Subs_20220616 (8565 : US 395 Ph 2 - Caltrans Design

Contract: 22-1002775		Date: 5/31/2022		Detail Sheet																																
Task Description			Consultant																																	
US-395, Phase 2 from North of I-15 to Palmdale Road			Diaz Yourman																																	
B	C	D	D1	E	E1	F	F1	G	G1	H	H1	H	H1	H	H1	I	I1	J	J1	K	K1	L	L1	AI	AI1	AJ	AK	AL	AM							
			\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$													
WBS Number	Drawing or Item of Work - Titles	Principal	87.82	Senior	59.93	Project II	47.06	Project I	39.00	Staff I	33.89	Staff I	32.35	Prevailing Wage I	Prevailing Wage I	Prevailing Wage I	Prevailing Wage I	CADD Technician	CADD Technician	Word Processor	Word Processor	Technical Editor	Technical Editor	Hours Total	Direct Labor Total	Overhead Cost	Fee	Total Labor Costs	Escalated Total Labor Cost							
0	Prepare Environmental Revalidation and Supplemental Project Report	62.0	\$ 5,444.84	8.0	\$ 479.44	171.0	\$ 8,047.26	72.0	\$ 2,808.00	20.0	\$ 677.80	16.0	\$ 517.60	30.0	\$ 1,567.50	10.0	\$ 597.50	28.0	\$ 756.84	12.0	\$ 420.00	16.0	\$ 668.80	445.0	\$ 21,985.58	\$ 46,479.71	\$ 5,477.22	\$ 73,942.52	\$ 76.20							
	Haz Waste Testing (ADL, LBP, ACM)	62.0	\$ 5,444.84	8.0	\$ 479.44	171.0	\$ 8,047.26	72.0	\$ 2,808.00	20.0	\$ 677.80	16.0	\$ 517.60	30.0	\$ 1,567.50	10.0	\$ 597.50	28.0	\$ 756.84	12.0	\$ 420.00	16.0	\$ 668.80	445.0	\$ 21,985.58	\$ 46,479.71	\$ 5,477.22	\$ 73,942.52	\$ 76.20							
3.230	Prepare Highway Draft Plans, Specifications, and Estimates (65% and 95% PS&E)	55.0	\$ 4,830.10	97.0	\$ 5,813.21	126.0	\$ 5,929.56	159.0	\$ 6,201.00	20.0	\$ 677.80	48.0	\$ 1,552.80	16.0	\$ 836.00	8.0	\$ 478.00	29.0	\$ 783.87	15.0	\$ 525.00	15.0	\$ 627.00	588.0	\$ 28,254.34	\$ 59,732.50	\$ 7,038.95	\$ 95,025.79	\$ 97.92							
3.205	Permits	2.0	\$ 175.64	8.0	\$ 479.44	0.0	\$ -	10.0	\$ 390.00	10.0	\$ 338.90	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	30.0	\$ 1,383.98	\$ 2,925.87	\$ 344.79	\$ 4,654.64	\$ 4.79							
3.230.80	Data Review: Mark Borings, USA Alert	6.0	\$ 526.92	8.0	\$ 479.44	6.0	\$ 282.36	22.0	\$ 858.00	4.0	\$ 135.56	0.0	\$ -	16.0	\$ 836.00	8.0	\$ 478.00	4.0	\$ 108.12	0.0	\$ -	0.0	\$ -	74.0	\$ 3,704.40	\$ 7,831.47	\$ 922.87	\$ 12,458.74	\$ 12.83							
3.230.80	Geotechnical Design Report	27.0	\$ 2,371.14	49.0	\$ 2,936.57	59.0	\$ 2,776.54	72.0	\$ 2,808.00	6.0	\$ 203.34	5.0	\$ 161.75	0.0	\$ -	0.0	\$ -	22.0	\$ 594.66	9.0	\$ 280.00	8.0	\$ 334.40	256.0	\$ 12,466.40	\$ 26,355.22	\$ 3,105.73	\$ 41,927.35	\$ 43.20							
3.230.80	Updated Materials Report	20.0	\$ 1,756.40	32.0	\$ 1,917.76	61.0	\$ 2,870.66	55.0	\$ 2,145.00	0.0	\$ -	43.0	\$ 1,391.05	0.0	\$ -	0.0	\$ -	3.0	\$ 81.09	7.0	\$ 245.00	7.0	\$ 292.60	228.0	\$ 10,699.56	\$ 22,819.94	\$ 2,665.56	\$ 35,985.06	\$ 37.08							
3.240	Prepare Structural Draft Plans, Specifications, and Estimates	46.0	\$ 4,039.72	30.0	\$ 1,797.90	86.0	\$ 4,047.16	139.0	\$ 5,421.00	40.0	\$ 1,355.60	42.0	\$ 1,358.70	144.0	\$ 7,524.00	76.0	\$ 4,541.00	28.0	\$ 756.84	13.0	\$ 455.00	13.0	\$ 543.40	657.0	\$ 31,840.32	\$ 67,313.62	\$ 7,932.32	\$ 107,086.26	\$ 110.35							
3.240.65	Preliminary Foundation Report	11.0	\$ 966.02	4.0	\$ 239.72	27.0	\$ 1,270.62	34.0	\$ 1,326.00	10.0	\$ 338.90	8.0	\$ 258.80	0.0	\$ -	0.0	\$ -	14.0	\$ 378.42	6.0	\$ 210.00	6.0	\$ 250.80	120.0	\$ 5,239.28	\$ 11,076.36	\$ 1,305.25	\$ 17,620.89	\$ 18.15							
3.240.70	Subsurface Exploration and Other Field Studies	8.0	\$ 702.56	0.0	\$ -	2.0	\$ 94.12	24.0	\$ 936.00	8.0	\$ 271.12	20.0	\$ 647.00	144.0	\$ 7,524.00	76.0	\$ 4,541.00	0.0	\$ -	0.0	\$ -	0.0	\$ -	282.0	\$ 14,715.80	\$ 31,110.67	\$ 3,666.12	\$ 49,492.59	\$ 51.00							
3.240.80	Foundation Report	18.0	\$ 1,580.76	26.0	\$ 1,558.18	39.0	\$ 1,835.34	63.0	\$ 2,457.00	22.0	\$ 745.58	14.0	\$ 452.90	0.0	\$ -	0.0	\$ -	14.0	\$ 378.42	7.0	\$ 245.00	7.0	\$ 292.60	210.0	\$ 9,545.78	\$ 20,180.73	\$ 2,378.12	\$ 32,104.63	\$ 33.08							
3.100.15-1	Coordinations and Meetings	9.0	\$ 790.38	0.0	\$ -	18.0	\$ 847.08	18.0	\$ 702.00	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	45.0	\$ 2,339.46	\$ 4,945.85	\$ 582.82	\$ 7,868.14	\$ 6.10							
		163.0	14,314.7	135.0	8,090.6	383.0	18,024.0	370.0	14,430.0	80.0	2,711.2	106.0	3,429.1	190.0	9,927.5	94.0	5,616.5	85.0	2,297.6	40.0	1,400.0	44.0	1,839.2	1,690.0												
	Total Hours																							\$ 82,080.24	\$ 173,525.84	\$ 20,448.49	\$ 276,054.56	\$ 284.49								

Other Direct Costs			
Other Direct Costs	RATE	NUMBER	COST
Geotechnical Drilling Subcontractor	\$ 50,968.00	1.0	\$50,968.00
Geotechnical Laboratory Testing	\$ 25,007.00	1.0	\$25,007.00
Geophysical Surveys (for Geotech), only for bridge	\$ 2,524.00	1.0	\$2,524.00
Traffic Control (for Geotech)	\$ 25,875.00	1.0	\$25,875.00
Investigation Derived Waste	\$ 4,364.00	1.0	\$4,364.00
Permits	\$ 7,300.00	1.0	\$7,300.00
Fieldwork truck	\$ 2,240.00	1.0	\$2,240.00
PID Geotech	\$ 805.00	1.0	\$805.00
DYA per Diem	\$ 1,208.00	1.0	\$1,208.00
Environmental Drilling Subcontractor	\$ 14,438.00	1.0	\$14,438.00
Environmental Laboratory Testing	\$ 11,631.00	1.0	\$11,631.00
Traffic Control (for ADL)	\$ 7,763.00	1.0	\$7,763.00
Fieldwork truck	\$ 800.00	1.0	\$800.00
ACM/LBP Surveys	\$ 16,500.00	1.0	\$16,500.00
PID for ADL investigation	\$ 345.00	1.0	\$345.00
Total			\$171,768.00
Total Equipment Rental and Supplies			\$0.00
Reproduction			\$0.00
- Black/White 8.5x11			\$0.00
- Black/White 11x17			\$0.00
- Color 11x17			\$0.00
- Color 8.5x11			\$0.00
FedEx Box Shipment (Overnight)			\$0.00
FedEx Envelope Shipment (Overnight)			\$0.00
CADD Plots			\$0.00
- Black/White			\$0.00
- Color			\$0.00
Insurance for contract			\$0.00
Total Permit Fees, Plan Sheets, Test Holes (each, Etc.)			\$0.00
Total Other Direct Costs (rounded)			\$171,768.00

Cost/Price Form for Cost Plus Fixed Fee RFP
I-10 Express Lanes Contract 2 Plans, Specifications, and Estimates

Consultant ICF Jones & Stokes, Inc.Contract No. 22-1002775Date 6/13/2022

Direct Labor Classification/Title	Key Personnel	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Proj Dir	Calvert, Brian	342	74.15	101.67	\$100.58	\$34,398.36
Sr Consult III	Corpuz, Monica	823	55.18	60.95	\$56.02	\$46,104.46
Mng Consult	Hoisington, Gregory	166	62.92	69.17	\$66.55	\$11,047.30
Sr Consult III	Flores, Marisa	0	55.18	60.95	\$57.94	\$0.00
Sr Tech Analyst	Hardie, Jon	111	70.52	76.98	\$76.92	\$8,538.12
Tech Dir	Lay, Keith	71	77.98	90.51	\$84.86	\$6,025.06
Assoc Consult III	Barrera, Mario	27	41.15	46.00	\$45.58	\$1,230.66
Sr Tech Analyst	Jameson, Megan	312	70.52	76.98	\$73.50	\$22,932.00
Sr Consult III	Ban, Jennifer	23	55.18	60.95	\$57.92	\$1,332.16
Sr Tech Analyst	Trisal, Shilpa	20	70.52	76.98	\$74.78	\$1,495.60
Mng Consult	Twaddell, Hannah	17	62.92	69.17	\$69.17	\$1,175.89
Sr Consult I	Garcia, Johnnie	148	47.12	49.12	\$47.98	\$7,101.04
Sr Consult II	Irvin, Elizabeth	114	49.50	54.09	\$54.09	\$6,166.26
Admin Tech	Shook, Jill	20	23.90	39.48	\$35.62	\$712.40
Assoc Consult II	Rzeszutko, Jakob	160	35.83	41.23	\$37.69	\$6,030.40
Sr Tech Analyst	Higginson, Jonathan	8	70.52	76.98	\$76.92	\$615.36
Proj Dir	Crawford, Karen	15	74.15	101.67	\$75.08	\$1,126.20
Sr Consult I	Chmiel, Karolina	45	47.12	49.12	\$47.22	\$2,124.90
Assoc Consult I	Cox, Nara	12	31.00	40.00	\$32.71	\$392.52
Asst Consult	Roderick, Margaret	6	32.41	43.50	\$35.32	\$211.92
Asst Consult	Hodal, Stephanie	28	32.41	43.50	\$34.05	\$953.40
Sr Consult III	Feldman, Jessica	22	55.18	60.95	\$55.52	\$1,221.44
Mng Consult	Guerrero, Meris	46	62.92	69.17	\$62.92	\$2,894.32
Assoc Consult II	Lin, Frances	276	35.83	41.23	\$40.00	\$11,040.00
Asst Consult	Galindo, Sara	0	32.41	43.50	\$38.16	\$0.00
Sr Consult II	Payne, Rebecca	24	49.50	54.09	\$52.21	\$1,253.04
Sr Consult I	Johnston, Shawn	40	47.12	49.12	\$48.29	\$1,931.60
Sr Consult III	Schwartz, Paul	32	55.18	60.95	\$55.18	\$1,765.76
Assoc Consult II	Klinefelter, Kristen	70	35.83	41.23	\$38.58	\$2,700.60
Admin Tech	Baker, Vincent	92	23.90	39.48	\$32.71	\$3,009.32
Sr Consult II	Richards, Phillip	36	49.50	54.09	\$50.52	\$1,818.72
Assoc Consult III	Martin, Colleen	308	41.15	46.00	\$41.15	\$12,674.20
Sr Tech Analyst	Piggott, Jennifer	0	70.52	76.98	\$70.52	\$0.00

3,414

Labor Costs

a) Subtotal Direct Labor Costs	\$	\$200,023.01
b) Anticipated Salary Increases (see page 2 for sample)	\$	3,616.97
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$	203,639.98

Fringe Benefits

d) Fringe Benefits (Rate <u>34.63%</u> %)	e) Total Fringe Benefits [(c)x(d)]	\$	70,520.53
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Indirect Costs

f) Overhead (Rate	<u>130.11%</u>	g) Overhead [(c)x (f)]	\$	<u>264,955.98</u>
h) General and Administrative (Rate	<u>6.00%</u>	i) Gen & Admin [(c) x (h)]	\$	<u>12,218.40</u>
j) Total Indirect Costs [(g)+(i)]			\$	277,174.38

Fixed Fee (Profit)

n) (Rate <u>8.00%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$	44,106.79
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Total Loaded Labor Costs

595,441.68

Other Direct Costs (ODC)

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$	\$7,935.00
m) Equipment Rental and Supplies (itemize)	\$	\$0.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.)	\$	\$2,100.00
o) Subconsultant Costs (detailed cost proposal attached for each subconsultant)	\$	

p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$	10,035.00
Total cost [(c) + (e) + (j) + (k) + (p)]	\$	605,476.68

Notes:

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

Consultant ICF Jones & Stokes, Inc. Contract No. 22-1002775 Date 6/13/2022

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 200,023.01 /	3414 =	\$ 58.59	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

	Average hourly rate	Proposed Escalation				
Year 1	\$ 58.59 +	3.0%	=	\$ 60.35	Year 2 Avg Hourly Rate	
Year 2	\$ 60.35 +	3.0%	=	\$ 62.16	Year 3 Avg Hourly Rate	
Year 3	\$ 62.16 +	3.0%	=	\$ 64.02	Year 4 Avg Hourly Rate	
Year 4	\$ 64.02 +	3.0%	=	\$ 65.94	Year 5 Avg Hourly Rate	

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

	Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1 (2022)	45.0%	3414	1536.3	Estimated Hours Year 1 (FY 22/23)
Year 2 (2023)	50.0%	3414	1707.0	Estimated Hours Year 2 (FY 23/24)
Year 3 (2024)	5.0%	3414	170.7	Estimated Hours Year 3 (FY 24/25)
Year 4	0.0%	3414	0.0	Estimated Hours Year 4 (FY 25/26)
Year 5	0.0%	3414	0.0	Estimated Hours Year 5 (FY 26/27)
Total	100.0%	Total	3414	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1	\$ 58.59 *	1536.3	=	\$ 90,011.82
Year 2	\$ 60.35 *	1707.0	=	\$ 103,017.45
Year 3	\$ 62.16 *	170.7	=	\$ 10,610.71
Year 4	\$ 64.02 *	0.0	=	\$ -
Year 5	\$ 65.94 *	0.0	=	\$ -
Total Direct Labor Cost with Escalation =			\$	203,639.98
Direct Labor Subtotal before Escalation =			\$	200,023.01
Estimated Total of Direct Labor Salary Increase =			\$	3,616.97

Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only.
- Estimated yearly percent completed from resource loaded schedule

[illegible]

[illegible]

Other Direct Costs			
Other Direct Costs	RATE	NUMBER	COST
Mileage	\$ 0.585	11,000.0	\$6,435.00
Per Diem (Hotel, Meals, Incidentals)		1,500.0	\$1,500.00
Total Travel/Mileage Costs			\$7,935.00
Total Equipment Rental and Supplies			\$0.00
Reproduction			\$0.00
- Black/White 8.5x11		250.0	\$250.00
- Black/White 11x17			\$0.00
- Color 11x17			\$0.00
- Color 8.5x11			\$0.00
Postage and Delivery		350.0	\$350.00
FedEx Envelope Shipment (Overnight)			\$0.00
CADD Plots			\$0.00
- Black/White			\$0.00
- Color			\$0.00
Surveys and Reports		1,500.0	\$1,500.00
Total Permit Fees, Plan Sheets, Test Holes (each, Etc.)			\$2,100.00
Total Other Direct Costs (rounded)			\$10,035.00

Cost/Price Form for Cost Plus Fixed Fee RFP
US-395, Phase 2 from North of I-15 to Palmdale Road
Plans, Specifications, and Estimates

Consultant Lin ConsultingContract No. 22-1002775Date 5/31/2022

Direct Labor Classification/Title	Key Personnel	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Principal		62	80.00	103.00	\$91.50	\$5,673.00
Sr. Project Manager		569	62.00	88.00	\$75.00	\$42,675.00
Assistant Project Manager		946	40.00	50.00	\$45.00	\$42,570.00
Project Engineer		1,524	26.00	38.00	\$32.00	\$48,768.00

3,101

Labor Costs

- a) Subtotal Direct Labor Costs
 b) Anticipated Salary Increases (see page 2 for sample)

c) **TOTAL DIRECT LABOR COSTS** [(a)+(b)] \$ 143,959.27

Fringe Benefits

- d) Fringe Benefits (Rate 27.150% %)

e) **Total Fringe Benefits** [(c)x(d)] \$ 39,084.94

Indirect Costs

- f) Overhead (Rate 84.350% %)
 h) General and Administrative (Rate 36.260% %)

g) Overhead [(c)x (f)] \$ 121,429.64
 i) Gen & Admin [(c) x (h)] \$ 52,199.63

j) **Total Indirect Costs** [(g)+(i)] \$ 173,629.27

Fixed Fee (Profit)

- n) (Rate 8.00% %)

k) **Fixed fee** [(c) + (e) + (j)] x (n) \$ 28,533.88

Total Loaded Labor Costs

385,207.36

Other Direct Costs (ODC)

- l) Travel/ Mileage Costs (supported by consultant actual costs)
 m) Equipment Rental and Supplies (itemize)
 n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.)
 o) Subconsultant Costs (detailed cost proposal attached for each subconsultant)

\$ \$472.00
 \$ \$0.00
 \$ \$0.00
 \$ -

p) **Total Other Direct Costs** [(l) + (m) + (n) + (o)] \$ 472.00

Total cost [(c) + (e) + (j) + (k) + (p)] \$ 385,679.36

Notes:

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

Consultant Lin Consulting Contract No. 22-1002775 Date 5/31/2022

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 139,686.00 /	3101 =	\$ 45.05	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

Average hourly rate	Proposed Escalation		
Year 1 \$ 45.05 +	5%	=	\$ 47.30 Year 2 Avg Hourly Rate
Year 2 \$ 47.30 +	5%	=	\$ 49.67 Year 3 Avg Hourly Rate
Year 3 \$ 49.67 +	5%	=	\$ 52.15 Year 4 Avg Hourly Rate
Year 4 \$ 52.15 +	5%	=	\$ 54.76 Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1 55.0% *	3101 =	1705.6	Estimated Hours Year 1 (FY 22/23)
Year 2 35.0% *	3101 =	1085.4	Estimated Hours Year 2 (FY 23/24)
Year 3 5.0% *	3101 =	155.1	Estimated Hours Year 3 (FY 24/25)
Year 4 5.0% *	3101 =	155.1	Estimated Hours Year 4 (FY 25/26)
Year 5 0.0% *	3101 =	0.0	Estimated Hours Year 5 (FY 26/27)
Total 100.0%	Total =	3101	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1 \$ 45.05 *	1705.6 =	\$ 76,835.03	Estimated Hours Year 1
Year 2 \$ 47.30 *	1085.4 =	\$ 51,337.06	Estimated Hours Year 2
Year 3 \$ 49.67 *	155.1 =	\$ 7,701.33	Estimated Hours Year 3
Year 4 \$ 52.15 *	155.1 =	\$ 8,085.86	Estimated Hours Year 4
Year 5 \$ 54.76 *	0.0 =	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 143,959.27	
Direct Labor Subtotal before Escalation =		\$ 139,686.00	
Estimated Total of Direct Labor Salary Increase =		\$ 4,273.27	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only.
- Estimated yearly percent completed from resource loaded schedule

Contract: 22-1002775

Date: 5/31/2022

Detail Sheet

Task Description		Consultant				
US-395, Phase 2 from North of I-15 to Palmdale Road		Lin Consulting				
WBS Number	Drawing or Item of Work - Titles	Principal	Sr. Project Manager	Assistant Project Manager	Project Engineer	Total Hours
3.230	Prepare Highway Draft Plans, Specifications, and Estimates (65% and 95% PS&E)	60.0	543.0	903.0	1,462.0	2,968.0
3.230.35	Draft Highway Specifications		18.0	18.0		36.0
3.230.40	Draft Highway Quantities and Estimates		4.0	16.0	16.0	36.0
3.230.05	Signing and Pavement Delineation Plans, Profiles, Details and Quantities					0.0
3.230.05	Sign Plans	11.0	96.0	160.0	266.0	533.0
3.230.05	Sign Details	2.0	21.0	34.0	57.0	114.0
3.230.05	Sign Quantities	1.0	5.0	9.0	15.0	30.0
3.230.05	Pavement Delineation Plans	11.0	96.0	160.0	266.0	533.0
3.230.05	Pavement Delineation Details	0.0	3.0	6.0	10.0	19.0
3.230.05	Pavement Delineation Quantities	1.0	5.0	9.0	15.0	30.0
3.230.15	Electrical Systems Plans, Profiles, Details, and Quantities					0.0
3.230.15	Modify Traffic Signal System	14.0	126.0	210.0	350.0	700.0
3.230.15	Traffic Signal & Lighting	2.0	15.0	26.0	43.0	86.0
3.230.15	Signal Interconnect	8.0	74.0	123.0	204.0	409.0
3.230.15	Temporary Traffic Signal System	8.0	66.0	109.0	182.0	365.0
3.230.15	Electrical Systems Quantities	2.0	14.0	23.0	38.0	77.0
3.255	Prepare Final PS&E Package	2.0	26.0	43.0	62.0	133.0
3.255.20	Final District PS&E Package	2.0	26.0	43.0	62.0	133.0
	Total Hours	62.0	569.0	946.0	1,524.0	3,101.0

Attachment: Contract 22-1002775 US-395 Phase 2 PSE Cost Proposal AECOM with Subs_20220616 (8565 : US 395 Ph 2 - Caltrans Design

Contract: 22-1002775		Date: 5/31/2022		Detail Sheet														
Task Description				Consultant														
US-395, Phase 2 from North of I-15 to Palmdale Road				Lin Consulting														
			\$ 91.50		\$ 75.00		\$ 45.00		\$ 32.00			147.76%	8.00%					
WBS Number	Drawing or Item of Work - Titles	Principal	Principal	Sr. Project Manager	Sr. Project Manager	Assistant Project Manager	Assistant Project Manager	Project Engineer	Project Engineer	Senior Design Engineer	Hours Total	Direct Labor Total	Overhead Cost	Fee	Total Labor Costs	Escalated Total Labor Cost		
3.230	Prepare Highway Draft Plans, Specifications, and Estimates (65% and 95% PS&E)	60.0	\$ 5,490.00	543.0	\$ 40,725.00	903.0	\$ 40,635.00	1,462.0	\$ 46,784.00	0.0	2,968.0	\$ 133,634.00	\$ 197,457.60	\$ 26,487.33	\$ 357,578.93	\$ 368,517.96		
3.230.35	Draft Highway Specifications	0.0	\$ -	18.0	\$ 1,350.00	18.0	\$ 810.00	0.0	\$ -	0.0	36.0	\$ 2,160.00	\$ 3,191.62	\$ 428.13	\$ 5,779.75	\$ 5,956.56		
3.230.40	Draft Highway Quantities and Estimates	0.0	\$ -	4.0	\$ 300.00	16.0	\$ 720.00	16.0	\$ 512.00	0.0	36.0	\$ 1,532.00	\$ 2,263.68	\$ 303.65	\$ 4,099.34	\$ 4,224.74		
3.230.05	Signing and Pavement Delineation Plans, Profiles, Details and Quantities	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
3.230.05	Sign Plans	11.0	\$ 1,006.50	96.0	\$ 7,200.00	160.0	\$ 7,200.00	266.0	\$ 8,512.00	0.0	533.0	\$ 23,918.50	\$ 35,341.98	\$ 4,740.84	\$ 64,001.31	\$ 65,959.24		
3.230.05	Sign Details	2.0	\$ 183.00	21.0	\$ 1,575.00	34.0	\$ 1,530.00	57.0	\$ 1,824.00	0.0	114.0	\$ 5,112.00	\$ 7,553.49	\$ 1,013.24	\$ 13,678.73	\$ 14,097.19		
3.230.05	Sign Quantities	1.0	\$ 91.50	5.0	\$ 375.00	9.0	\$ 405.00	15.0	\$ 480.00	0.0	30.0	\$ 1,351.50	\$ 1,996.98	\$ 267.88	\$ 3,616.35	\$ 3,726.99		
3.230.05	Pavement Delineation Plans	11.0	\$ 1,006.50	96.0	\$ 7,200.00	160.0	\$ 7,200.00	266.0	\$ 8,512.00	0.0	533.0	\$ 23,918.50	\$ 35,341.98	\$ 4,740.84	\$ 64,001.31	\$ 65,959.24		
3.230.05	Pavement Delineation Details	0.0	\$ -	3.0	\$ 225.00	6.0	\$ 270.00	10.0	\$ 320.00	0.0	19.0	\$ 815.00	\$ 1,204.24	\$ 161.54	\$ 2,180.78	\$ 2,247.50		
3.230.05	Pavement Delineation Quantities	1.0	\$ 91.50	5.0	\$ 375.00	9.0	\$ 405.00	15.0	\$ 480.00	0.0	30.0	\$ 1,351.50	\$ 1,996.98	\$ 267.88	\$ 3,616.35	\$ 3,726.99		
3.230.15	Electrical Systems Plans, Profiles, Details, and Quantities	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -		
3.230.15	Modify Traffic Signal System	14.0	\$ 1,281.00	126.0	\$ 9,450.00	210.0	\$ 9,450.00	350.0	\$ 11,200.00	0.0	700.0	\$ 31,381.00	\$ 46,368.57	\$ 6,219.97	\$ 83,969.53	\$ 86,538.32		
3.230.15	Traffic Signal & Lighting	2.0	\$ 183.00	15.0	\$ 1,125.00	26.0	\$ 1,170.00	43.0	\$ 1,376.00	0.0	86.0	\$ 3,854.00	\$ 5,694.67	\$ 763.89	\$ 10,312.56	\$ 10,628.05		
3.230.15	Signal Interconnect	8.0	\$ 732.00	74.0	\$ 5,550.00	123.0	\$ 5,535.00	204.0	\$ 6,528.00	0.0	409.0	\$ 18,345.00	\$ 27,106.57	\$ 3,636.13	\$ 49,087.70	\$ 50,589.39		
3.230.15	Temporary Traffic Signal System	8.0	\$ 732.00	66.0	\$ 4,950.00	109.0	\$ 4,905.00	182.0	\$ 5,824.00	0.0	365.0	\$ 16,411.00	\$ 24,248.89	\$ 3,252.79	\$ 43,912.69	\$ 45,256.06		
3.230.15	Electrical Systems Quantities	2.0	\$ 183.00	14.0	\$ 1,050.00	23.0	\$ 1,035.00	38.0	\$ 1,216.00	0.0	77.0	\$ 3,484.00	\$ 5,147.96	\$ 690.56	\$ 9,322.52	\$ 9,607.71		
3.255	Prepare Final PS&E Package	2.0	\$ 183.00	26.0	\$ 1,950.00	43.0	\$ 1,935.00	62.0	\$ 1,984.00	0.0	133.0	\$ 6,052.00	\$ 8,942.44	\$ 1,199.55	\$ 16,193.99	\$ 16,689.40		
3.255.20	Final District PS&E Package	2.0	\$ 183.00	26.0	\$ 1,950.00	43.0	\$ 1,935.00	62.0	\$ 1,984.00	0.0	133.0	\$ 6,052.00	\$ 8,942.44	\$ 1,199.55	\$ 16,193.99	\$ 16,689.40		
		62.0	\$ 5,673.0	569.0	\$ 42,675.0	946.0	\$ 42,570.0	1,524.0	\$ 48,768.0	0.0								
	Total Hours										3,101.0	\$ 139,686.00	\$ 206,400.03	\$ 27,686.88	\$ 373,772.92	\$ 385,207.36		

Other Direct Costs			
Other Direct Costs	RATE	NUMBER	COST
Mileage	\$ 0.59	800.0	\$472.00
Per Diem (Hotel, Meals, Incidentals)			\$0.00
Total Travel/Mileage Costs			\$472.00
Total Equipment Rental and Supplies			\$0.00
Reproduction			\$0.00
- Black/White 8.5x11			\$0.00
- Black/White 11x17			\$0.00
- Color 11x17			\$0.00
- Color 8.5x11			\$0.00
FedEx Box Shipment (Overnight)			\$0.00
FedEx Envelope Shipment (Overnight)			\$0.00
CADD Plots			\$0.00
- Black/White			\$0.00
- Color			\$0.00
Insurance for contract			\$0.00
Total Permit Fees, Plan Sheets, Test Holes (each, Etc.)			\$0.00
Total Other Direct Costs (rounded)			\$472.00

Cost/Price Form for Cost Plus Fixed Fee RFP
US-395, Phase 2 from North of I-15 to Palmdale Road
Plans, Specifications, and Estimates

Consultant OPCContract No. 22-1002775Date 5/31/2022

Direct Labor Classification/Title	Key Personnel	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Senior Utility Manager	Mike Parker	350	69.52	84.96	\$77.24	\$27,034.00
Senior Utility Coordinator	Keith Williams	1,164	43.27	52.89	\$48.08	\$55,965.12

1,514

Labor Costs

- a) Subtotal Direct Labor Costs
- b) Anticipated Salary Increases (see page 2 for sample)

\$ 82,999.12

\$ -

c) **TOTAL DIRECT LABOR COSTS** [(a)+(b)]

\$ 82,999.12

Fringe Benefits

- d) Fringe Benefits (Rate 33.700% %)

e) **Total Fringe Benefits** [(c)x(d)]

\$ 27,970.70

Indirect Costs

- f) Overhead (Rate 100.200% %)
- h) General and Administrative (Rate 0.000% %)

g) Overhead [(c)x (f)]

\$ 83,165.12

i) Gen & Admin [(c) x (h)]

\$ -

j) **Total Indirect Costs** [(g)+(i)]

\$ 83,165.12

Fixed Fee (Profit)

- n) (Rate 8.00% %)

k) **Fixed fee** [(c) + (e) + (j)] x (n)

\$ 15,530.80

Total Loaded Labor Costs

209,665.74

Other Direct Costs (ODC)

- l) Travel/ Mileage Costs (supported by consultant actual costs)
- m) Equipment Rental and Supplies (itemize)
- n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.)
- o) Subconsultant Costs (detailed cost proposal attached for each subconsultant)

\$ 585.00

\$ 0.00

\$ 0.00

\$ -

p) **Total Other Direct Costs** [(l) + (m) + (n) + (o)]

\$ 585.00

Total cost [(c) + (e) + (j) + (k) + (p)]

\$ 210,250.74

Notes:

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

Consultant OPC Contract No. 22-1002775 Date 5/31/2022

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 82,999.12 /	1514	= \$ 54.82	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

Average hourly rate	Proposed Escalation			
Year 1 \$ 54.82 +	0%	=	\$ 54.82	Year 2 Avg Hourly Rate
Year 2 \$ 54.82 +	0%	=	\$ 54.82	Year 3 Avg Hourly Rate
Year 3 \$ 54.82 +	0%	=	\$ 54.82	Year 4 Avg Hourly Rate
Year 4 \$ 54.82 +	0%	=	\$ 54.82	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1 55.0% *	1514	= 832.7	Estimated Hours Year 1 (FY 22/23)
Year 2 35.0% *	1514	= 529.9	Estimated Hours Year 2 (FY 23/24)
Year 3 5.0% *	1514	= 75.7	Estimated Hours Year 3 (FY 24/25)
Year 4 5.0% *	1514	= 75.7	Estimated Hours Year 4 (FY 25/26)
Year 5 0.0% *	1514	= 0.0	Estimated Hours Year 5 (FY 26/27)
Total 100.0%	Total	= 1514	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1 \$ 54.82 *	832.7	= \$ 45,648.61	Estimated Hours Year 1
Year 2 \$ 54.82 *	529.9	= \$ 29,049.12	Estimated Hours Year 2
Year 3 \$ 54.82 *	75.7	= \$ 4,149.87	Estimated Hours Year 3
Year 4 \$ 54.82 *	75.7	= \$ 4,149.87	Estimated Hours Year 4
Year 5 \$ 54.82 *	0.0	= \$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 82,997.48	
Direct Labor Subtotal before Escalation =		\$ 82,999.12	
Estimated Total of Direct Labor Salary Increase =		\$ -	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only.
- Estimated yearly percent completed from resource loaded schedule

Contract: 22-1002775										Date: 5/3/2022										Detail Sheet																			
Task Description										Consultant																													
US-395, Phase 2 from North of I-15 to Palmdale Road										OPC																													
WBS Number	Drawing or Item of Work - Titles	Project Manager	Technical Specialist	Technical Specialist	Senior Project Engineer	Senior Project Engineer	Project Engineer	Project Engineer	Senior Design Engineer	Senior Design Engineer	Design Engineer	Design Engineer	Assistant Engineer	Assistant Engineer	CAD Technician	CAD Technician	Project Controls	Project Controls	Administrative Assistant	Senior Utility Manager	Senior Utility Manager	Senior Utility Coordinator	Senior Utility Coordinator	Total Hours															
3.185	Prepare Base Maps and Plan Sheets	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	350.0	27,034.0	1,164.0	55,965.12	-	1,314.0													
	Utility Research/Coordination	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	350.0	27,034.0	1,164.0	55,965.12	-	1,314.0													
Total Hours		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	350.0	27,034.0	1,164.0	55,965.12	-	1,314.0													

Contract: 22-1002775										Date: 5/31/2022										Detail Sheet																								
Task Description										Consultant																																		
US-395, Phase 2 from North of I-15 to Palmdale Road										OPC																																		
WBS Number	Drawing or Item of Work - Titles	Project Manager	-	Technical Specialist	-	Senior Project Engineer	-	Project Engineer	-	Project Engineer	Senior Design Engineer	-	Design Engineer	-	Assistant Engineer	-	CADD Technician	-	Project Controls	-	Project Controls	Administrative Assistant	-	Administrative Assistant	Senior Utility Coordinator	77.24	Senior Utility Coordinator	48.08	Hours Total	Direct Labor Total	Overhead Cost	Fee	Total Labor Costs	Escalated Total Labor Cost										
			\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$											
			0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	350.0	27,034.00	1,164.0	55,965.12	1,514.0	82,999.12	111,135.82	15,530.80	209,665.74	209,665.74										
			0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	350.0	27,034.00	1,164.0	55,965.12	1,514.0	82,999.12	111,135.82	15,530.80	209,665.74	209,665.74										
			0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	350.0	27,034.00	1,164.0	55,965.12																
Total Hours																											1,514.0	82,999.12	111,135.82	15,530.80	209,665.74	209,665.74												

Other Direct Costs			
Other Direct Costs	RATE	NUMBER	COST
Mileage	\$ 0.59	1,000.0	\$585.00
Per Diem (Hotel, Meals, Incidentals)			\$0.00
Total Travel/Mileage Costs			\$585.00
Total Equipment Rental and Supplies			\$0.00
Reproduction			\$0.00
- Black/White 8.5x11			\$0.00
- Black/White 11x17			\$0.00
- Color 11x17			\$0.00
- Color 8.5x11			\$0.00
FedEx Box Shipment (Overnight)			\$0.00
FedEx Envelope Shipment (Overnight)			\$0.00
CADD Plots			\$0.00
- Black/White			\$0.00
- Color			\$0.00
Insurance for contract			\$0.00
Total Permit Fees, Plan Sheets, Test Holes (each, Etc.)			\$0.00
Total Other Direct Costs (rounded)			\$585.00

Cost/Price Form for Cost Plus Fixed Fee RFP
I-10 Express Lanes Contract 2 Plans, Specifications, and Estimates

Consultant PsomasContract No. 22-1002775Date 6/13/2022

Direct Labor Classification/Title	Key Personnel	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Calif. L.S. Party Chief*		0	58.01	58.01	\$58.01	\$0.00
Certified Party Chief*	Greg Valdez, Robert Gould	120	57.31	57.31	\$57.31	\$6,877.20
Party Chief*	Jonathan Johnson	0	55.26	55.26	\$55.26	\$0.00
Instrument Man*		0	51.86	51.86	\$51.86	\$0.00
Chainman*		120	51.28	51.28	\$51.28	\$6,153.60
Technical Manager		120	93.84	98.00	\$95.92	\$11,510.40
Sr. Project Manager	Peter Fitzpatrick	0	82.39	85.71	\$84.05	\$0.00
Project Manager	Sean Smith, Will Estepa	200	72.83	74.20	\$73.52	\$14,704.00
Sr. Project Surveyor III		40	61.00	67.27	\$64.14	\$2,565.60
Sr. Project Surveyor II		200	57.00	57.29	\$57.15	\$11,430.00
Sr. Project Surveyor I		280	52.00	52.50	\$52.25	\$14,630.00
Sr. GIS Specialist		0	59.51	59.51	\$59.51	\$0.00
GIS Specialist		0	45.27	45.27	\$45.27	\$0.00
LiDAR Technician		0	39.00	39.00	\$39.00	\$0.00
Photogrammetrist		312	38.46	38.46	\$38.46	\$11,999.52
Photo Compiler III		0	51.00	51.00	\$51.00	\$0.00
Photo Compiler II		312	39.00	39.00	\$39.00	\$12,168.00
Photo Compiler I		392	29.00	31.00	\$30.00	\$11,760.00
Project Surveyor III		0	49.17	50.00	\$49.59	\$0.00
Project Surveyor II		0	44.92	47.51	\$46.22	\$0.00
Project Surveyor I		304	41.00	41.00	\$41.00	\$12,464.00
Staff Surveyor III		0	37.13	38.56	\$37.85	\$0.00
Staff Surveyor II		0	34.50	35.00	\$34.75	\$0.00
Staff Surveyor I		80	30.00	31.20	\$30.60	\$2,448.00
Project Administrator		24	32.70	32.70	\$32.70	\$784.80

2,504

Labor Costs

- a) Subtotal Direct Labor Costs
- b) Anticipated Salary Increases (see page 2 for sample)

\$ 119,495.12

\$ 7,263.62

c) **TOTAL DIRECT LABOR COSTS** [(a)+(b)]

\$ 126,758.74

Fringe Benefits

- d) Fringe Benefits (Rate 66.400% %)

e) **Total Fringe Benefits** [(c)x(d)]

\$ 84,167.80

Indirect Costs

- f) Overhead (Rate 99.270% %)
- g) General and Administrative (Rate 0.000% %)

g) Overhead [(c)x (f)]

i) Gen & Admin [(c) x (h)]

\$ 125,833.40

\$ -

j) **Total Indirect Costs** [(g)+(i)]

\$ 125,833.40

Fixed Fee (Profit)

- n) (Rate 8.00% %)

k) **Fixed fee** [(c) + (e) + (j)] x (n)

\$ 26,940.80

Total Loaded Labor Costs

\$ 363,700.74

Other Direct Costs (ODC)

- l) Travel/ Mileage Costs (supported by consultant actual costs)
- m) Equipment Rental and Supplies (itemize)
- n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.)
- o) Subconsultant Costs (detailed cost proposal attached for each subconsultant)

\$ 0.00

\$ 0.00

\$ 0.00

\$ 1.00

p) **Total Other Direct Costs** [(l) + (m) + (n) + (o)]

\$ 1.00

Total cost [(c) + (e) + (j) + (k) + (p)]

\$ 363,701.74

Notes:

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

Consultant Psomas Contract No. 22-1002775 Date 6/13/2022

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 119,495.12 /	2504	= \$ 47.72	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

Average hourly rate	Proposed Escalation			
Year 1 \$ 47.72 +	6%	=	\$ 50.58	Year 2 Avg Hourly Rate
Year 2 \$ 50.58 +	6%	=	\$ 53.61	Year 3 Avg Hourly Rate
Year 3 \$ 53.61 +	6%	=	\$ 56.83	Year 4 Avg Hourly Rate
Year 4 \$ 56.83 +	6%	=	\$ 60.24	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1 25.0% *	2504	= 626.0	Estimated Hours Year 1 (FY 22/23)
Year 2 50.0% *	2504	= 1252.0	Estimated Hours Year 2 (FY 23/24)
Year 3 25.0% *	2504	= 626.0	Estimated Hours Year 3 (FY 24/25)
Year 4 0.0% *	2504	= 0.0	Estimated Hours Year 4 (FY 25/26)
Year 5 0.0% *	2504	= 0.0	Estimated Hours Year 5 (FY 26/27)
Total 100.0%	Total	= 2504	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1 \$ 47.72 *	626.0	= \$ 29,872.72	Estimated Hours Year 1
Year 2 \$ 50.58 *	1252.0	= \$ 63,326.16	Estimated Hours Year 2
Year 3 \$ 53.61 *	626.0	= \$ 33,559.86	Estimated Hours Year 3
Year 4 \$ 56.83 *	0.0	= \$ -	Estimated Hours Year 4
Year 5 \$ 60.24 *	0.0	= \$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 126,758.74	
Direct Labor Subtotal before Escalation =		\$ 119,495.12	
Estimated Total of Direct Labor Salary Increase =		\$ 7,263.62	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only.
- Estimated yearly percent completed from resource loaded schedule

Contract: 22-1002775			Date: 6/19/2022		Detail Sheet																										
Task Description					Consultant																										
US-395, Phase 2 from North of I-15 to Palmdale Road					Personnel																										
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA					
Row	WBS Number	Drawing or Item of Work - Titles	Cost U.S. Hourly Charge	Quantity Pay	Quantity Pay	Quantity Pay	Quantity Pay	Quantity Pay	Quantity Pay	Quantity Pay	Quantity Pay	Quantity Pay	Quantity Pay	Quantity Pay	Quantity Pay	Quantity Pay	Quantity Pay	Quantity Pay	Quantity Pay	Quantity Pay	Quantity Pay	Quantity Pay	Quantity Pay	Quantity Pay	Quantity Pay	Total Hours					
1	3.185	Prepare Base Map and Plan Sheet	0.0	120.0	0.0	0.0	120.0	120.0	0.0	200.0	40.0	200.0	200.0	0.0	0.0	0.0	312.0	0.0	312.0	392.0	0.0	0.0	304.0	0.0	0.0	80.0	24.0	2,554.0			
2	3.185.10	Engineering and Photogrammetric Surveys	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				
3		Survey Control (Incorporating and Redefining Control)	0.0	120.0	0.0	0.0	120.0	120.0	0.0	200.0	40.0	200.0	200.0	0.0	0.0	0.0	312.0	0.0	312.0	392.0	0.0	0.0	304.0	0.0	0.0	80.0	24.0	2,554.0			
4		Aerial Topographic Mapping	0.0	120.0	0.0	0.0	120.0	120.0	0.0	200.0	40.0	200.0	200.0	0.0	0.0	0.0	312.0	0.0	312.0	392.0	0.0	0.0	304.0	0.0	0.0	80.0	24.0	2,554.0			
5		Supplemental Pavement Survey - MFLS (3.0 Miles)	0.0	120.0	0.0	0.0	120.0	120.0	0.0	200.0	40.0	200.0	200.0	0.0	0.0	0.0	312.0	0.0	312.0	392.0	0.0	0.0	304.0	0.0	0.0	80.0	24.0	2,554.0			
6		Grange Survey (50)	0.0	120.0	0.0	0.0	120.0	120.0	0.0	200.0	40.0	200.0	200.0	0.0	0.0	0.0	312.0	0.0	312.0	392.0	0.0	0.0	304.0	0.0	0.0	80.0	24.0	2,554.0			
7		Geotechnical Boring Location Surveys(Excluded from Scope)	0.0	120.0	0.0	0.0	120.0	120.0	0.0	200.0	40.0	200.0	200.0	0.0	0.0	0.0	312.0	0.0	312.0	392.0	0.0	0.0	304.0	0.0	0.0	80.0	24.0	2,554.0			
8		Utility Pole/Land Location Surveys Segment (100)	0.0	120.0	0.0	0.0	120.0	120.0	0.0	200.0	40.0	200.0	200.0	0.0	0.0	0.0	312.0	0.0	312.0	392.0	0.0	0.0	304.0	0.0	0.0	80.0	24.0	2,554.0			
9		Miscellaneous Conventional Design Surveys (5 days)	0.0	120.0	0.0	0.0	120.0	120.0	0.0	200.0	40.0	200.0	200.0	0.0	0.0	0.0	312.0	0.0	312.0	392.0	0.0	0.0	304.0	0.0	0.0	80.0	24.0	2,554.0			
Total Hours			0.0	120.0	0.0	0.0	120.0	120.0	0.0	200.0	40.0	200.0	200.0	0.0	0.0	0.0	312.0	0.0	312.0	392.0	0.0	0.0	304.0	0.0	0.0	80.0	24.0	2,554.0			

[illegible]

Other Direct Costs			
Other Direct Costs	RATE	NUMBER	COST
Title Reports	\$750	0.0	\$0.00
Traffic Control	\$ 3,000.00	0.0	\$0.00
Total Travel/Mileage Costs			\$0.00
Total Equipment Rental and Supplies			\$0.00
Reproduction			\$0.00
- Black/White 8.5x11			\$0.00
- Black/White 11x17			\$0.00
- Color 11x17			\$0.00
- Color 8.5x11			\$0.00
FedEx Box Shipment (Overnight)			\$0.00
FedEx Envelope Shipment (Overnight)			\$0.00
CADD Plots			\$0.00
- Black/White			\$0.00
- Color			\$0.00
Insurance for contract			\$0.00
Total Permit Fees, Plan Sheets, Test Holes (each, Etc.)			\$0.00
Total Other Direct Costs (rounded)			\$0.00

SafeProbe, Inc.

"The Safest and Most Cost Effective Potholing Method Available"

SBCTA - US 395 Phase 2 Project

POTHOLING FEE PROPOSAL SCHEDULE (2022 - 2023)

ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	ITEM	UNIT PRICE	SUBTOTAL
1	75	Per Pothole	Vacuum excavation (Pothole) maximum of 8 ft depth - including cold patch restoration or in-kind	\$ 1,200.00	\$ 90,000.00
2	225	Per Pothole	Vacuum excavation (Pothole) maximum of 8 ft depth -Within barren dessert soil	\$ 1,100.00	\$ 247,500.00
3	4	Per Plan (Assume 4 plans)	Traffic Control Plan per MUTCD /WATCH Manual - Added or Deleted if not needed	\$ 1,600.00	\$ 6,400.00
4	20	Per Day (assume 20 days)	Traffic control implementation during potholing	\$ 1,500.00	\$ 30,000.00
5	40	Per Hour	Mobilization / DigAlert Marking /Coordination	\$ 140.00	\$ 5,600.00
Estimated total costs					\$ 379,500.00

SCOPE OF SERVICES

SAFEPROBE shall provide subsurface exploration services as per the following:

1. Provide equipment, skilled personnel, trained technician and supplies necessary to perform utility location services (potholing), utilizing air/vacuum soil extraction method.
2. Provide electronic equipment, skilled personnel and trained technician if requested to perform electronic designation.
3. Contact Underground Service Alert (USA), mark areas for USA and coordinate with utility owners alerted by USA.
4. Soil will be air/vacuum extracted from the test holes to expose the utility to be measured, in such manner to insure the safety and integrity of the utility.
5. The disturbed areas will be restored, as neatly as reasonably possible to the condition prior to the soil extraction process.
Backfill and compact in 6" lifts maximum using original soil and provide cold patch pavement restoration in-kind.
6. Provide the following information for each test hole:
 - a. Utility will be measured to one tenth of a foot from existing ground to top of utility, identified as to type, location, and size of pipe.
 - b. Located by nail placed in asphalt or stake wood where only soil exists.
 - c. Photo of each exposed found utility
7. The location of the potholes will be as per drawings and plans from Client indicating the locations of the proposed potholes.

NOTES:

1. Encroachment Permit fees for potholing will be provided by the Client.

General Contract Information

Contract No: 22-1002816 Amendment No.: _____

Contract Class: Payable Department: Project Delivery

Vendor No.: 00450 Vendor Name: Caltrans - California Department of Transportation

Description: Caltrans Design and ROW Cooperative Agreement for the US395 Ph 2 Widening

List Any Related Contract Nos.: 22-1002775

Dollar Amount

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

Contract Authorization

Board of Directors _____ Date: 07/06/2022 Board _____ Item # 8565

Contract Management (Internal Purposes Only)

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

Zero Dollar _____ MOU/COOP/JPA _____ N/A _____

Accounts Payable

Estimated Start Date: 07/06/2022 Expiration Date 12/31/2039 Revised Expiration Date: _____

NHS: N/A QMP/QAP: N/A Prevailing Wage: N/A

							Total Contract Funding:		Total Contingency:	
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	-	\$
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
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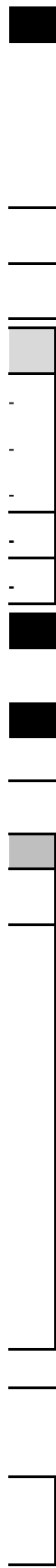
Kristi Lynn Harris

Project Manager

Henry Stultz

Task Manager (Print Name)

Additional Notes:



Project No. 0813000222

EA 0F633

08-SBD-395-4/11.2

SBCTA Contract No. 22-1002816

CONTRACT NO. 22-1002816**COOPERATIVE AGREEMENT COVER SHEET****Work Description**

WIDENING US-395 FROM 2 TO 4 LANES BETWEEN 0.16 MILES NORTH OF US-395/I-15 JUNCTION AND SR-18 (PALMDALE ROAD)

Contact Information**CALTRANS**

Wil Ochoa, Project Manager

464 W. Fourth Street

San Bernardino, CA 92401

Office Phone: (909) 806-3200

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Kristi Lynn Harris, Project Manager

1170 W. 3rd Street, 2nd Floor

San Bernardino, CA 92410

Office Phone: (909) 884-8276

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Project No. 0813000222

SBCTA Contract No. 22-1002816

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DRAFT

Attachment: 22-1002816 Revised 6-8-22 [Revision 1] (8565 : US 395 Ph 2 - Caltrans Design Cooperative Agreement and Award of Design

Project No. 0813000222

SBCTA Contract No. 22-1002816

Please note:

1. Caltrans administered funds must be expended proportionally with all other funds. All project funds must be shown in the Funding Summary. Local funds committed to the project cannot be omitted from the funding summary.

DRAFT

Attachment: 22-1002816 Revised 6-8-22 [Revision 1] (8565 : US 395 Ph 2 - Caltrans Design Cooperative Agreement and Award of Design

COOPERATIVE AGREEMENT

This AGREEMENT, executed on and effective from _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

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

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code, Sections 114 and 130.
2. For the purpose of this AGREEMENT, *widening US-395 from 2 to 4 lanes between 0.16 miles north of US-395/I-15 junction and SR-18 (Palmdale Road)* will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents (e.g. Project Study Report, Design Engineering Evaluation Report, or Project Report).
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENTS will be referred to hereinafter as WORK:
 - PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)
 - RIGHT-OF-WAY

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

5. The following work associated with this PROJECT has been completed or is in progress:
 - CALTRANS approved the Categorical Exemption on December 31, 2009.
 - CALTRANS approved the Categorical Exclusion on December 31, 2009.
 - CALTRANS completed the Project Initiation Document on August 1, 2005.
 - CALTRANS completed the Project Report on December 31, 2009.
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds obligated in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. SBCTA is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- SBCTA is the Plans, Specifications, and Estimate (PS&E) IMPLEMENTING AGENCY.

PS&E includes the development of the plans, specifications, and estimate; obtaining any resource agency permits; and the advertisement/award of the construction contract.

- SBCTA is the RIGHT OF WAY IMPLEMENTING AGENCY

RIGHT OF WAY includes coordination with utility owners for the protection, removal, or relocation of utilities; the acquisition of right-of-way interests; and post-construction work such as right-of-way monumentation/recordation, relinquishments/vacations, and excess land transactions. The RIGHT OF WAY component budget identifies the cost of the capital costs of right-of-way acquisition (RIGHT-OF-WAY CAPITAL) and the cost of the staff work in support of the acquisition (RIGHT-OF-WAY SUPPORT).

11. SBCTA will provide a Quality Management Plan (QMP) for the WORK in every PROJECT COMPONENT that they are the IMPLEMENTING AGENCY of. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and approval.

12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Funding

13. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.

PARTIES will amend this AGREEMENT by updating and replacing the Funding Summary, in its entirety, each time the funding details change. Funding Summary replacements will be executed by a legally authorized representative of the respective PARTIES. The most current fully executed Funding Summary supersedes any previous Funding Summary created for this AGREEMENT.

14. PARTIES will not be reimbursed for costs beyond the funds obligated in this AGREEMENT.

If an IMPLEMENTING AGENCY anticipates that funding for the WORK will be insufficient to complete the WORK, the IMPLEMENTING AGENCY will promptly notify the SPONSOR.

15. Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
16. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
17. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

CALTRANS' Quality Management

18. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA) and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.
19. CALTRANS' Quality Management Assessment (QMA) efforts are to ensure that SBCTA's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs QMA, it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.

20. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.
21. SBCTA will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

CEQA/NEPA Lead Agency

22. CALTRANS is the CEQA Lead Agency for the PROJECT.
23. CALTRANS is the NEPA Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

24. PARTIES will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTY's responsibilities in this AGREEMENT.
25. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.

26. The PROJECT requires the following environmental permits/approvals:

ENVIRONMENTAL PERMITS/REQUIREMENTS
404, US Army Corps Of Engineers
401, Regional Water Quality Control Board
National Pollutant Discharge Elimination System (NPDES), State Water Resources Control Board
1602 California Department of Fish and Wildlife
2080.1 California Department of Fish and Wildlife
U.S. Fish and Wildlife Service (Section 7 BO)

Plans, Specifications, and Estimate (PS&E)

27. As the PS&E IMPLEMENTING AGENCY, SBCTA is responsible for all PS&E WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
28. CALTRANS will be responsible for completing the following PS&E activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.15.10.xx Quality Management	No
255.15 Environmental Re-evaluation	No

29. SBCTA will prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.

SBCTA will provide CALTRANS a copy of Utility Conflict Maps for CALTRANS' concurrence prior to issuing the Notices to Owner and executing the utility agreement. All utility conflicts will be addressed in the PROJECT plans, specifications, and estimate.

30. SBCTA will determine the cost to positively identify and locate, accommodate, protect, relocate, or remove any utility facilities whether inside or outside the State Highway System right-of-way in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements including but not limited to Freeway Master Contracts.
31. CALTRANS will not issue the Acceptance of Final Plans, Specifications, and Estimate to SBCTA until the following conditions are met:
- Any new or amended Maintenance Agreement required for the WORK are executed.
 - Any new or amended Freeway Agreement required for the WORK are executed.

RIGHT-OF-WAY

32. As the RIGHT-OF-WAY IMPLEMENTING AGENCY, SBCTA is responsible for all RIGHT-OF-WAY WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
33. CALTRANS will be responsible for completing the following RIGHT-OF-WAY activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.25.10.xx Quality Management	No

34. The selection of personnel performing RIGHT-OF-WAY WORK will be in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements.
35. SBCTA will make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.

36. SBCTA will provide CALTRANS a copy of conflict maps, relocation plans, proposed notices to owner, reports of investigation, and utility agreements (if applicable) for CALTRANS' concurrence prior to issuing the notices to owner and executing the utility agreement. All utility conflicts will be fully addressed prior to Right-of-Way Certification and all arrangements for the protection, relocation, or removal of all conflicting facilities will be completed prior to construction contract award and included in the PROJECT plans, specifications, and estimate.
37. SBCTA will provide a land surveyor licensed in the State of California to be responsible for surveying and right-of-way engineering. All survey and right-of-way engineering documents will bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the responsible surveyor.
38. Acquisition of right-of-way will not occur prior to the approval of the environmental document without written approval from the CEQA Lead Agency.
39. SBCTA will hear and adopt Resolutions of Necessity when authorized to do so by law or will work with local agencies having jurisdiction and authorized under the law to hear and adopt Resolutions of Necessity.

SBCTA will conduct and document Condemnation Evaluation Meetings and Condemnation Panel Review Meetings as required in accordance with CALTRANS policy and guidance. CALTRANS will be notified in advance of any Condemnation Evaluation Meetings and Condemnation Panel Review Meetings.

40. If SBCTA acquires any right-of-way to be incorporated into the State Highway System, SBCTA will first acquire in its own name.

No right-of-way will be acquired in CALTRANS' name.

Title to the State Highway System right-of-way will ultimately be vested in the State. CALTRANS' acceptance of title will occur after the Right-of-Way Closeout activities are complete.

41. SBCTA will utilize a public agency currently qualified by CALTRANS or a properly licensed consultant for all RIGHT-OF-WAY activities. A qualified right-of-way agent will administer all right-of-way consultant contracts.

SBCTA will submit a draft Right-of-Way Certification to CALTRANS six weeks prior to the scheduled Right-of-Way Certification milestone date for review.

SBCTA will submit a final Right-of-Way Certification to CALTRANS for approval prior to the advertising the construction contract.

42. Physical and legal possession of the right-of-way must be completed prior to advertising the construction contract, unless PARTIES mutually agree to other arrangements in writing.
43. CALTRANS' acceptance of right-of-way title is subject to review of an Updated Preliminary Title Report provided by SBCTA verifying that the title is free of all encumbrances and liens. Upon acceptance, SBCTA will provide CALTRANS with a Policy of Title Insurance in CALTRANS' name.
44. Right-of-way conveyances must be completed prior to WORK completion unless PARTIES mutually agree to other arrangements in writing.

Schedule

45. PARTIES will manage the WORK schedule to ensure the timely use of obligated funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.
46. The IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTIES with a final report of the WORK completed.

Additional Provisions

Standards

47. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CADD Users Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Standard Environmental Reference
- Highway Design Manual
- Right of Way Manual

Noncompliant Work

48. CALTRANS retains the right to reject noncompliant WORK. SBCTA agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

Qualifications

49. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

50. SBCTA will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

51. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System (SHS) right-of-way. SBCTA, their contractors, consultants, agents and utility owners will not work within the SHS right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to SBCTA, their contractors, consultants, and agents at no cost. CALTRANS will provide encroachment permits to utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.
52. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

53. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

54. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 6254.5(e) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

55. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

56. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, irrespective of whether it is disturbed by the PROJECT or not.

HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

57. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.
58. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CALTRANS will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the existing State Highway System right-of-way with funds that are independent of the funds obligated in this AGREEMENT.

59. If HM-1 is found within the PROJECT limits and outside the existing State Highway System right-of-way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. SBCTA, in concert with the local agency having land use jurisdiction, will ensure that HM-1 MANAGEMENT is undertaken with minimum impact to PROJECT schedule.

The cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way will be paid from funds that are independent of the funds obligated in this AGREEMENT and will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

60. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

SBCTA and CALTRANS will comply with the Soil Management Agreement for Aerially Deposited Lead Contaminated Soils (Soil Management Agreement) executed between CALTRANS and the California Department of Toxic Substances Control (DTSC). Under Section 3.2 of the Soil Management Agreement, CALTRANS and SBCTA each retain joint and severable liability for noncompliance with the provisions of the Soil Management Agreement. SBCTA will assume all responsibilities assigned to CALTRANS in the Soil Management Agreement during PROJECT COMPONENTS for which they are the IMPLEMENTING AGENCY except for final placement and burial of soil within the State right-of-way, per Section 4.5 of the Soil Management Agreement, which is subject to CALTRANS concurrence and reporting to DTSC which will be performed by CALTRANS.

61. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

Claims

62. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.
63. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.
64. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

Accounting and Audits

65. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.

66. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

PARTIES will retain all WORK-related records for three (3) years after the final voucher.

PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.

67. PARTIES have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the State Auditor, FHWA (if the PROJECT utilizes federal funds), and SBCTA will have access to all WORK -related records of each PARTY, and any consultant hired by a PARTY to participate in WORK, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTY will be permitted to make copies of any WORK-related records needed for the audit.

The audited PARTY will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTIES have forty-five (45) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTIES is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

68. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
69. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

Interruption of Work

70. If WORK stops for any reason, each PARTY will continue with environmental commitments included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

Penalties, Judgements and Settlements

71. The cost of awards, judgements, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.
72. The cost of legal challenges to the environmental process or documentation are considered WORK costs.
73. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

Environmental Compliance

74. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTIES will amend this AGREEMENT to include completion of those additional tasks.

GENERAL CONDITIONS

75. All portions of this AGREEMENT, including the Recitals Section, are enforceable.

Venue

76. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

77. All CALTRANS' obligations under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

Indemnification

78. Neither CALTRANS nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by SBCTA, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon SBCTA under this AGREEMENT. It is understood and agreed that SBCTA, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by SBCTA, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
79. Neither SBCTA nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless SBCTA and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

80. PARTIES do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights for entities not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
81. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

82. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

83. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Defaults

84. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

85. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of SBCTA will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

86. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Prevailing Wage

87. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

SIGNATURES

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

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

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

Michael D. Beauchamp
District Director

Verification of funds and authority:

Corina Harriman
District Budget Manager

Certified as to financial terms and policies:

Darwin Salmos
HQ Accounting Supervisor

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

Raymond W. Wolfe
Executive Director

Approved as to form:

Juanda Daniel
Assistant General Counsel

FUNDING SUMMARY NO. 01

<u>FUNDING TABLE</u> v. 12						
<u>IMPLEMENTING AGENCY→</u>			<u>SBCTA</u>	<u>SBCTA</u>		Totals
Source	Party	Fund Type	PS&E	R/W SUPPORT	R/W CAPITAL	
LOCAL-FEDERAL	SBCTA	HIP-CRRSAA ^T	7,877,063	1,172,000	911,465	9,960,528
LOCAL-FEDERAL	SBCTA	STBGP ^T			10,876,632	10,876,632
Totals			7,877,063	1,172,000	11,788,097	20,837,160

^TToll Credits applied

v 221

<u>SPENDING SUMMARY</u>						
Fund Type	PS&E		R/W Support		R/W CAPITAL	Totals
	CALTRANS	<u>SBCTA</u>	CALTRANS	<u>SBCTA</u>	<u>SBCTA</u>	
HIP-CRRSAA	0	7,877,063	0	1,172,000	911,465	9,960,528
STBGP					10,876,632	10,876,632
Totals	0	7,877,063	0	1,172,000	11,788,097	20,837,160

Funding

1. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

2. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

In accordance with California Senate Bill 848, the Administration Rate is capped at 10 percent until January 1, 2023, for Self-Help Counties with a countywide sales tax measure dedicated to transportation improvements.

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

Invoicing and Payment

4. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, SBCTA will pay invoices within five (5) calendar days of receipt of invoice.
5. If SBCTA has received EFT certification from CALTRANS then SBCTA will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.

6. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

Plans, Specifications, and Estimate (PS&E)

7. No invoicing or reimbursement will occur for the PS&E PROJECT COMPONENT.

RIGHT-OF-WAY Support

8. No invoicing or reimbursement will occur for the R/W SUPPORT PROJECT COMPONENT.

RIGHT-OF-WAY Capital

9. No invoicing or reimbursement will occur for the R/W CAPITAL PROJECT COMPONENT.

CLOSURE STATEMENT INSTRUCTIONS

1. Did PARTIES complete all scope, cost and schedule commitments included in this AGREEMENT and any amendments to this AGREEMENT?

YES / NO

Did CALTRANS accept and approve all final deliverables submitted by other PARTIES?

YES / NO

Did the CALTRANS HQ Office of Accounting verify that all final accounting for this AGREEMENT and any amendments to this AGREEMENT were completed?

YES / NO

If construction is involved, did the CALTRANS District Project Manager verify that all claims and third party billings (utilities, etc.) have been settled before termination of the AGREEMENT?

YES / NO

Did PARTIES complete and transmit the As-Built Plans, Project History File, and all other required contract documents?

YES / NO

If ALL answers are “YES”, this form may be used to TERMINATE this AGREEMENT.

DRAFT

CLOSURE STATEMENT

PARTIES agree that they have completed all scope, cost, and schedule commitments included in Agreement 08-1750 and any amendments to the agreement. The final signature date on this document terminates agreement 08-1750 except survival articles. All survival articles in agreement 08-1750 will remain in effect until expired by law, terminated or modified in writing by the PARTIES' mutual agreement, whichever occurs earlier.

The people signing this agreement have the authority to do so on behalf of their public agencies. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

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

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

District Director

Title TBD

Date: _____

Date: _____

Minute Action

AGENDA ITEM: 33

Date: July 6, 2022

Subject:

Interstate 10 Corridor Freight and Express Lane Project - Contract 2, Cooperative Agreement

Recommendation:

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

Authorize the Executive Director, or his designee, to execute Cooperative Agreement No. 23-1002834 with the California Department of Transportation (Caltrans), in substantially the form presented and upon approval as to final form by General Counsel, for the Plans, Specifications, and Estimates (PS&E) phase for the Interstate 10 Corridor Freight and Express Lane Project - Contract 2 (Project) from Interstate 15, in the City of Ontario, to Pepper Avenue, in the City of Colton, which designates SBCTA as the implementing agency for the Project. Caltrans will provide PS&E oversight on the Project. Since the Project is a revenue generating project, this agreement is a payable agreement where SBCTA will fund Caltrans' oversight services.

Background:

The Interstate 10 (I-10) Corridor Freight and Express Lane Project – Contract 2 (Project) is a candidate for Federal grant funds (Nationally Significant Multimodal Freight & Highway Projects (INFRA)) and was recently awarded \$85 million of State Senate Bill 1 (SB1) grant funds (Cycle 3 of the Trade Corridor Enhancement Program), contingent on award of the INFRA grant. The scope of the Project will include a single express lane in the median in each direction from Interstate 15 (I-15) to Pepper Avenue, in the City of Colton.

The first ten (10) miles of the I-10 Corridor Project are currently under construction as Contract 1 and are scheduled to open for beneficial use in 2023. On October 6, 2021, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) directed staff to explore a single express lane strategy for the next segment on the I-10 Corridor Project to be consistent with the State's Guideline Principles for Transportation Investment.

On December 1, 2021, the Board approved the release of Request for Proposals (RFP) No. 22-1002722 for the Project for Plans, Specifications, and Estimates (PS&E) Services of the next eleven (11) miles of the approved I-10 Corridor Project.

On June 9, 2022, the Metro Valley Study Session voted to recommend award of Design Contract No. 22-1002722 to Associated Civil & Transportation Consulting Engineers, Inc., dba Advanced Civil Technologies (ACT), which is scheduled to be awarded at the July 6, 2022 SBCTA Board meeting.

As the Project is progressing to the PS&E phase, a cooperative agreement with the California Department of Transportation (Caltrans) is required to define roles, responsibilities, and funding commitments for the PS&E phase. Under Cooperative Agreement No. 23-1002834, SBCTA would be the implementing agency for the design phase with Caltrans providing design oversight. Since the Project is a revenue generating project, this agreement is a payable agreement where SBCTA will fund Caltrans' oversight services with federal Surface
Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

July 6, 2022

Page 2

Transportation Program funds, as programmed in the 10-Year Delivery Plan. Caltrans will draw these funds directly, so they are not reflected in the SBCTA budget.

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget.

Reviewed By:

This item has not received prior policy committee or technical advisory committee review. It is being presented directly to the Board so as not to delay the federal authorization of funds for the design phase. SBCTA General Counsel and Risk Manager have reviewed this item and the draft agreement.

Responsible Staff:

Sal Chavez, Project Delivery Manager

Approved
Board of Directors
Date: July 6, 2022

Witnessed By:

Project No. 0820000147

EA 0C253

08-SBD-10-10.0/21.0

SBCTA Contract No. 23-1002834

COOPERATIVE AGREEMENT COVER SHEET

Work Description

TO DESIGN ONE EXPRESS LANE IN EACH DIRECTION FROM I-15 IN THE CITY OF ONTARIO TO PEPPER AVENUE IN THE CITY OF COLTON AND CONNECTING TO THE I-10 CORRIDOR EXPRESS LANES CURRENTLY UNDER CONSTRUCTION.

Contact Information

CALTRANS

Raghuram Radhakrishnan, Project Manager

464 West 4th Street

San Bernardino, CA 92401

Office Phone: (909) 665-3555

Email: raghuram.radhakrishnan@dot.ca.gov

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Sal Chavez, Project Manager

1170 W 3rd Street 2nd Floor

San Bernardino, CA 92410

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Email: schavez@gosbcta.com

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Project No. 0820000147

SBCTA Contract No. 23-1002834

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DRAFT

Project No. 0820000147

SBCTA Contract No. 23-1002834

Please note:

1. Caltrans administered funds must be expended proportionally with all other funds. All project funds must be shown in the Funding Summary. Local funds committed to the project cannot be omitted from the funding summary.

DRAFT

Attachment: Contract No. 23-1002834 - Clean Copy (8757 : I-10 Contract 2 Caltrans Design Cooperative Agreement)

COOPERATIVE AGREEMENT DRAFT

This AGREEMENT, executed on and effective from _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

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

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code, Sections 114 and 130.
2. For the purpose of this AGREEMENT, *To design one express lane in each direction from I-15 to Pepper Avenue and connecting to the I-10 corridor express lanes currently under construction.* will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents (e.g. Project Study Report, Design Engineering Evaluation Report, or Project Report).
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:
 - PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

5. The following work associated with this PROJECT has been completed or is in progress:

- SBCTA developed the PA&ED (Project Approval and Environmental Document-Cooperative Agreement Nos. 08-1374, 08-1374 A/1, 08-1374 A/2 and 08-1374 A/3.

6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds obligated in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. SBCTA is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.
 - SBCTA is the Plans, Specifications, and Estimate (PS&E) IMPLEMENTING AGENCY.

PS&E includes the development of the plans, specifications, and estimate; obtaining any resource agency permits; and the advertisement/award of the construction contract.
11. SBCTA will provide a Quality Management Plan (QMP) for the WORK in every PROJECT COMPONENT that they are the IMPLEMENTING AGENCY of. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and approval.
12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Funding

13. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.

PARTIES will amend this AGREEMENT by updating and replacing the Funding Summary, in its entirety, each time the funding details change. Funding Summary replacements will be executed by a legally authorized representative of the respective PARTIES. The most current fully executed Funding Summary supersedes any previous Funding Summary created for this AGREEMENT.

14. PARTIES will not be reimbursed for costs beyond the funds obligated in this AGREEMENT.

If an IMPLEMENTING AGENCY anticipates that funding for the WORK will be insufficient to complete the WORK, the IMPLEMENTING AGENCY will promptly notify the SPONSOR.

15. Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
16. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
17. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

CALTRANS' Quality Management

18. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA) and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.
19. CALTRANS' Quality Management Assessment (QMA) efforts are to ensure that SBCTA's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs QMA, it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.

20. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.
21. SBCTA will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

CEQA/NEPA Lead Agency

22. CALTRANS is the CEQA Lead Agency for the PROJECT.
23. CALTRANS is the NEPA Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

24. PARTIES will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTY's responsibilities in this AGREEMENT.
25. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.
26. The PROJECT requires the following environmental permits/approvals:

ENVIRONMENTAL PERMITS/REQUIREMENTS	
404, US Army Corps Of Engineers	
National Pollutant Discharge Elimination System (NPDES), State Water Resources Control Board	

Plans, Specifications, and Estimate (PS&E)

27. As the PS&E IMPLEMENTING AGENCY, SBCTA is responsible for all PS&E WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

28. CALTRANS will be responsible for completing the following PS&E activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.15.10.xx Quality Management	No
Reimbursed QMA revenue generating project	Yes

29. This AGREEMENT does not include the RIGHT-OF-WAY PROJECT COMPONENT. Completion of PS&E may depend upon completion of some RIGHT-OF-WAY activities. PARTIES acknowledge that the WORK may not result in a product that can be used to advertise and award a contract for the CONSTRUCTION PROJECT COMPONENT without completing some activities under a separate agreement or by later amending this AGREEMENT.

30. SBCTA will prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.

SBCTA will provide CALTRANS a copy of Utility Conflict Maps for CALTRANS' concurrence prior to issuing the Notices to Owner and executing the utility agreement. All utility conflicts will be addressed in the PROJECT plans, specifications, and estimate.

31. SBCTA will determine the cost to positively identify and locate, accommodate, protect, relocate, or remove any utility facilities whether inside or outside the State Highway System right-of-way in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements including but not limited to Freeway Master Contracts.

32. CALTRANS will not issue the Acceptance of Final Plans, Specifications, and Estimate to SBCTA until the following conditions are met:

- Any new or amended Maintenance Agreement required for the WORK are executed.
- Any new or amended Freeway Agreement required for the WORK are executed.

Schedule

33. PARTIES will manage the WORK schedule to ensure the timely use of obligated funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.
34. The IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTIES with a final report of the WORK completed.

Additional Provisions

Standards

35. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:
- CADD Users Manual
 - CALTRANS policies and directives
 - Plans Preparation Manual
 - Project Development Procedures Manual (PDPM)
 - Workplan Standards Guide
 - Standard Environmental Reference
 - Highway Design Manual
 - Right of Way Manual

Noncompliant Work

36. CALTRANS retains the right to reject noncompliant WORK. SBCTA agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

Qualifications

37. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

38. SBCTA will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

39. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System (SHS) right-of-way. SBCTA, their contractors, consultants, agents and utility owners will not work within the SHS right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to SBCTA, their contractors, consultants, and agents at no cost. CALTRANS will provide encroachment permits to utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.
40. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

41. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

42. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 6254.5(e) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

43. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

44. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, irrespective of whether it is disturbed by the PROJECT or not.

HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

45. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.
46. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.
- CALTRANS will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the existing State Highway System right-of-way with funds that are independent of the funds obligated in this AGREEMENT.
47. If HM-1 is found within the PROJECT limits and outside the existing State Highway System right-of-way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. SBCTA, in concert with the local agency having land use jurisdiction, will ensure that HM-1 MANAGEMENT is undertaken with minimum impact to PROJECT schedule.

The cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way will be paid from funds that are independent of the funds obligated in this AGREEMENT and will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

48. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

SBCTA and CALTRANS will comply with the Soil Management Agreement for Aerially Deposited Lead Contaminated Soils (Soil Management Agreement) executed between CALTRANS and the California Department of Toxic Substances Control (DTSC). Under Section 3.2 of the Soil Management Agreement, CALTRANS and SBCTA each retain joint and severable liability for noncompliance with the provisions of the Soil Management Agreement. SBCTA will assume all responsibilities assigned to CALTRANS in the Soil Management Agreement during PROJECT COMPONENTS for which they are the IMPLEMENTING AGENCY except for final placement and burial of soil within the State right-of-way, per Section 4.5 of the Soil Management Agreement, which is subject to CALTRANS concurrence and reporting to DTSC which will be performed by CALTRANS.

49. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

Claims

50. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.
51. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.
52. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

Accounting and Audits

53. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.
54. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

PARTIES will retain all WORK-related records for three (3) years after the final voucher.

PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.

55. PARTIES have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the State Auditor, FHWA (if the PROJECT utilizes federal funds), and SBCTA will have access to all WORK -related records of each PARTY, and any consultant hired by a PARTY to participate in WORK, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTY will be permitted to make copies of any WORK-related records needed for the audit.

The audited PARTY will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTIES have forty-five (45) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTIES is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

56. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
57. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

Interruption of Work

58. If WORK stops for any reason, each PARTY will continue with environmental commitments included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

Penalties, Judgements and Settlements

59. The cost of awards, judgements, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.
60. The cost of legal challenges to the environmental process or documentation are considered WORK costs.
61. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

Environmental Compliance

62. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTIES will amend this AGREEMENT to include completion of those additional tasks.

GENERAL CONDITIONS

63. All portions of this AGREEMENT, including the Recitals Section, are enforceable.

Venue

64. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

65. All CALTRANS' obligations under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

Indemnification

66. Neither CALTRANS nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by SBCTA, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon SBCTA under this AGREEMENT. It is understood and agreed that SBCTA, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by SBCTA, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
67. Neither SBCTA nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless SBCTA and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

68. PARTIES do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights for entities not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
69. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

70. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

71. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Defaults

72. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

73. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of SBCTA will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

74. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Prevailing Wage

75. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

SIGNATURES

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

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

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

Diane Morales
Interim District Director

Verification of funds and authority:

Corina Harriman
District Budget Manager

Certified as to financial terms and policies:

Darwin Salmos
HQ Accounting Supervisor

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

(NOT FOR SIGNATURE AT THIS TIME)

Raymond Wolfe
Executive Director

Attest:

Name Tbd
Title TBD

Approved as to form and procedure:

Julianna K. Tillquist
General Counsel

FUNDING SUMMARY NO. 01

<u>FUNDING TABLE</u>				
<u>IMPLEMENTING AGENCY→</u>			<u>SBCTA</u>	
Source	Party	Fund Type	PS&E	Totals
LOCAL-FEDERAL	SBCTA	STBGP	20,000,000	20,000,000
LOCAL	SBCTA	Local	31,842,319	31,842,319
LOCAL-FEDERAL	SBCTA	STIP-CRRSAA	11,948,858	11,948,858
Totals			63,791,177	63,791,177

<u>SPENDING SUMMARY</u>			
Fund Type	<u>PS&E</u>		Totals
	CALTRANS	SBCTA	
STBGP	6,000,000	14,000,000	20,000,000
LOCAL		31,842,319	31,842,319
STIP-CRRSAA		11,948,858	11,948,858
Totals	6,000,000	57,791,177	63,791,177

Funding

1. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

2. If there are insufficient funds in this AGREEMENT to implement the obligations and responsibilities of this AGREEMENT, including the applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTY accepts responsibility to fund their respective WORK until such time as PARTIES amend this AGREEMENT.

Each PARTY may request reimbursement for these costs during the amendment process.

3. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

In accordance with California Senate Bill 848, the Administration Rate is capped at 10 percent until January 1, 2023, for Self-Help Counties with a countywide sales tax measure dedicated to transportation improvements.

4. If the WORK is funded with state or federal funds, any PARTY seeking CALTRANS reimbursement of indirect costs must submit an indirect cost rate proposal and central service cost allocation plan (if any) in accordance with Local Assistance Procedures Manual, 2 CFR, Part 200 and Chapter 5. These documents are to be submitted annually to CALTRANS' Audits and Investigations for review and acceptance prior to CALTRANS' reimbursement of indirect costs.

5. Travel, per diem, and third-party contract reimbursements for WORK are to be paid from the funds in this AGREEMENT only after the contractor performs the work and incurs said costs.

Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Human Resources (CalHR) rules current at the effective date of this AGREEMENT.

If SBCTA invoices for rates in excess of CalHR rates, SBCTA will fund the cost difference and reimburse CALTRANS for any overpayment.

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

Invoicing and Payment

7. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, SBCTA or Caltrans will pay invoices within Fourteen (14) calendar days of receipt of invoice.
8. If SBCTA has received EFT certification from CALTRANS then SBCTA will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
9. CALTRANS will draw from state and federal funds that are provided by SBCTA without invoicing SBCTA when CALTRANS administers those funds and CALTRANS has been allocated those funds by the CTC and whenever else possible.
10. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs within 180 days of final project expenditures. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

11. If an executed Program Supplement Agreement (PSA) or STIP Planning, Programming, and Monitoring Program Fund Transfer Agreement (PPM) exists for this PROJECT then SBCTA will abide by the billing and payment conditions detailed for the fund types identified in the PSA or PPM.
12. If CALTRANS reimburses SBCTA for any costs later determined to be unallowable, SBCTA will reimburse those funds.

Plans, Specifications, and Estimate (PS&E)

13. SBCTA will invoice and CALTRANS will reimburse for actual costs incurred and paid.

DRAFT

Minute Action

AGENDA ITEM: 34

Date: July 6, 2022

Subject:

West Valley Connector Project- Amendment No. 4 to Contract No. 18-1001870 with Parsons Transportation Group, Inc. and Amendment No. 2 to Coop No. 20-1002422 with City of Ontario

Recommendation:

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

A. Approve Amendment No. 4 to Contract No. 18-1001870 with Parsons Transportation Group, Inc., for Environmental, Architectural, Engineering, and Final Design Services for the West Valley Connector Corridor, increasing the contract amount by \$2,215,228.00 for an amended not-to-exceed amount of \$17,189,836.11.

B. Approve contingency in an amount not-to-exceed \$222,000 for Contract No. 18-1001870 and authorize the Executive Director, or his designee, to release contingency as necessary for the Project.

C. Authorize the Executive Director, or designee, to approve Amendment No. 2 to Cooperative Agreement No. 20-1002422 with the City of Ontario, upon concurrence from the City of Ontario and approval as to final form by General Counsel, providing for funding by the City of Ontario for the requested Smart Pole Betterments for a not-to-exceed amount of \$300,116.00.

Background:

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

In September 2020, the Board approved deferring the construction of a new operations and maintenance facility and implementing 40-foot battery electric buses for the new Bus Rapid Transit (BRT) route. The existing West Valley Maintenance Facility located in the City of Montclair has the capacity to maintain the eighteen (18) buses needed to operate the new BRT route. The additional capacity at the existing facility is a result of Omnitrans' implementation of the Connect Forward service reduction plan, which reduces the number of fixed route buses in service and thus frees up capacity at the existing maintenance facility. The introduction of battery electric buses (BEB) was based on the successful Transit and Intercity Rail Capital Program (TIRCP) grant award of \$15 million towards the cost of BEBs for the project. The use of 40-foot BEBs instead of the 60-foot compressed natural gas (CNG) buses as originally proposed in the environmental document requires incorporating en-route chargers as well as retrofitting the existing maintenance facility with charging infrastructure.

Entity: San Bernardino County Transportation Authority

Under Contract No. 17-1001636, Assignment, Assumption and Amendment (AAA) Agreement, Omnitrans assigned to SBCTA all its rights, duties, and obligations under Omnitrans' Services Agreement with Parsons Transportation Group, Inc. (Parsons) for Environmental, Architectural, Engineering and Final Design services for the West Valley Connector Corridor, except as relates to the Active Transportation Program (ATP) related services. For administrative tracking purposes, SBCTA assigned Contract No. 18-1001870 to the Service Agreement and Parsons has been actively working on the final design of the overall corridor. Furthermore, the design team also completed the preliminary engineering for the en-route chargers and the modifications to the existing maintenance facility as required to inform the updates to the various environmental technical reports. Now that the environmental re-evaluation is substantially complete, the scope for the final design of the maintenance facility and en-route charger can now be better defined.

The detailed scope of work for the en-route charging and maintenance facility is attached and includes updating the overall project plans to incorporate the en-route charging facilities and creating a separate set of plans for the maintenance facility upgrades. The design team will also create a separate set of construction documents for the maintenance facility since the work is intended to be performed by a separate construction contractor. To complete the design of these facilities, additional project management time and updates to other existing project documents, such as the Systems Safety and Security Documents, will be required and are included in the scope of work. Per Policy No. 11000 V.C.3.f.i and iii, it may be prudent for staff to recommend against a renewed competitive process when the amendment is a result of an increase in the scope of work for the same project wherein the qualifications and experience required to perform the new tasks were clearly examined as part of the prior competitive process; or where the consultant, based upon findings presented to the Board, is found to be preeminently positioned to perform the work due to its: (1) specific qualifications, (2) unique knowledge of the project, or (3) unique knowledge of the work required. The design contract was awarded using a competitive procurement process for the overall design of the WVC Project, and staff is recommending amending the contract since the increase in the scope of work, which incorporates the use of BEB, is part of the same overall project. Furthermore, staff does not recommend a renewed competitive process for the final design of the maintenance facility since Parsons has already completed the preliminary design, has been coordinating the requirements with the various stakeholders, and possesses unique knowledge needed to complete the final design. Therefore, Amendment No. 4 is needed to increase the total contract authority to Contract No. 18-1001870 as Parsons is providing additional services not originally contemplated. The increase will be funded with Measure I Express Bus/Bus Rapid Transit Program funds previously allocated to the WVC Project.

SBCTA and the City of Ontario (City) executed Agreement No. 20-1002422 defining the roles and responsibilities for the project. The agreement includes a process to incorporate the City requested betterments and requires the City to fund such requested betterments. The City has expressed interest in incorporating a betterment consisting of smart poles that the City is looking to implement throughout the City. The design fee to incorporate the smart poles into the project construction documents is included in the proposed amendment. The design cost and scope has been shared with City staff. Should the City elect to proceed with the betterments, an amendment to the City of Ontario agreement will be needed as noted under Recommendation C.

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget.

San Bernardino County Transportation Authority

Board of Directors Agenda Item
July 6, 2022
Page 3

Reviewed By:

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

Responsible Staff:

Victor Lopez, Director of Transit & Rail Programs

Approved
Board of Directors
Date: July 6, 2022
Witnessed By:

San Bernardino County Transportation Authority

Contract Summary Sheet

General Contract Information

Contract No: 18-1001870 Amendment No.: 4

Contract Class: Payable Department: Transit

Vendor No.: 01600 Vendor Name: Parsons Transportation Group, Inc.

Description: Services Agreement for Architectural, Engineering, and Final Design Services for the West valley Connector Project

Dollar Amount							
Original Contract		\$	6,495,780.54	Original Contingency		\$	-
Prior Amendments		\$	4,214,812.00	Prior Amendments		\$	1,090,000.00
Prior Contingency Released		\$	922,284.00	Prior Contingency Released (-)		\$	(922,284.00)
Current Amendment		\$	2,215,228.00	Current Amendment		\$	222,000.00
Total/Revised Contract Value		\$	13,848,104.54	Total Contingency Value		\$	389,716.00
	Total Dollar Authority (Contract Value and Contingency)					\$	14,237,820.54

Contract Authorization

Board of Directors	Date:	07/06/2022	Board	Item #	7845
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Contract Management (Internal Purposes Only)

Other Contracts	Sole Source?	No	No Budget Adjustment
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Local	Environmental Design	N/A
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Accounts Payable

Estimated Start Date:	07/01/2021	Expiration Date:	12/31/2023	Revised Expiration Date:
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NHS: N/A QMP/QAP: N/A Prevailing Wage: Yes

[illegible]

Victor Lopez

Victor Lopez

Project Manager (Print Name)

Task Manager (Print Name)

Original contract between Omnitrans and Vendor was \$9,837,512.11; however, SBCTA assumed only \$6,495,780.54 of original agreement as Omnitrans already expended \$3,341,731.57 with vendor. Current contract authority is to include original contract amounts, all amendments, and all contingency releases. Therefore, full contract authority to vendor is as follows: Original contract amount (\$9,837,512.11) + Amendment 1 (\$1,275,000) + Amendment 2 (\$1,045,000) + Amendment 3 (\$1,894,812) + Amendment 4 (\$2,215,228) + Contingency Releases 1 thru 8 (\$922,284) = \$17,189,836.11. Contract was assumed by SBCTA under Assignment, Assumption and Amendment Agreement No. 17-1001636.

**AMENDMENT NO. 4 TO CONTRACT NO. 18-1001870, SERVICES
AGREEMENT WITH PARSONS TRANSPORTATION GROUP, INC.,
FOR
ENVIRONMENTAL, ARCHITECTURAL, ENGINEERING AND FINAL
DESIGN SERVICES FOR THE WEST VALLEY CONNECTOR CORRIDOR**

This Amendment No. 4 to the SERVICES AGREEMENT ("Amendment 4") is made by and between the San Bernardino County Transportation Authority ("SBCTA") and Parsons Transportation Group, Inc. ("CONSULTANT"). SBCTA and CONSULTANT are each a "Party" and are collectively the "Parties" herein.

RECITALS:

Omnitrans ("OMNITRANS") and CONSULTANT entered into an Agreement for Architectural, Engineering and Final Design Services ("SERVICES AGREEMENT") for the West Valley Connector Corridor ("PROJECT"), effective November 17, 2015 (OMNITRANS Ref No. MKP15-37).

- A. Under SBCTA Contract No. 17-1001636, Assignment, Assumption, and Amendment Agreement ("AAA AGREEMENT"), OMNITRANS assigned, and SBCTA assumed, OMNITRANS' rights, duties and obligations under the SERVICES AGREEMENT, including five amendments (with the exception of the Active Transportation Program (ATP)).
- B. On December 15, 2017, the CONSULTANT and SBCTA entered into Amendment 1 to Contract No. 18-1001870 ("CONTRACT") to increase the contract price by \$1,275,000 for additional support required and procurement of project-specific insurance, as required by SBCTA.
- C. On May 2, 2018, the CONSULTANT and SBCTA entered into Amendment 2 to CONTRACT to increase the contract price by \$1,045,000 for Federal Transit Administration (FTA)-directed inclusion of the operations and maintenance facility required for the PROJECT.
- E. On May 10, 2021, the CONSULTANT and SBCTA entered into Amendment 3 to CONTRACT to increase the contract price by \$1,894,812 for additional project management services, environmental re-evaluation and mitigation, and other engineering, right of way, modeling and permitting work.
- F. Between March 3, 2019, and August 11, 2021, SBCTA approved eight (8) Contingency Releases to the CONSULTANT, increasing the contract price by \$922,284, to complete PROJECT requirements imposed by SBCTA and FTA.
- G. CONSULTANT and SBCTA desire to amend the aforesaid SERVICES AGREEMENT to augment the Scope of Work and to increase the contract price by \$2,215,228 for final design of en-route charging facilities, final design of pantograph chargers at the West Valley Maintenance Facility, project management services, and

other utility work as detailed in Exhibits A.4 and B.4.

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

1. Attachment A-Scope of Work of the SERVICES AGREEMENT shall be amended to reflect the changes and additions described in Exhibit B.4 to this Amendment No. 4, all to be performed to SBCTA's satisfaction. Except as specifically provided in Exhibit B.4, the current provisions of the Scope of Work, as previously amended, shall remain in force and effect.
2. Article 3-COMPENSATION of the SERVICES AGREEMENT shall be deleted and replaced in its entirety with the following:

"3. COMPENSATION

For CONSULTANT's full and complete performance of its obligations under this Agreement, SBCTA shall pay CONSULTANT on a LUMP SUM basis as shown in Exhibit A.4 and subject to the maximum cumulative payment obligation.

SBCTA's maximum payment obligation to CONSULTANT under the SERVICES AGREEMENT shall be Seventeen Million One Hundred Eighty-Nine Thousand Eight Hundred Thirty-Six Dollars and Eleven Cents (\$17,189,836.11), excluding any amounts for such task already paid to CONSULTANT by Omnitrans prior to the Effective Date of the AGREEMENT."

3. Except as otherwise specified herein or in Exhibit B.4, the modified and additional services set forth in Exhibit B.4 shall be compensated in the same manner and under the same procedures as provided in the SERVICES AGREEMENT and are subject to the amended maximum payment obligation figure set forth in paragraph 2 above. Exhibit A.4 to this Amendment No. 4 contains the projected budget for the cost components of the price increase negotiated by the parties for the completion of the modified and additional services set forth in Exhibit B.4.
4. The Recitals set forth above are incorporated herein by this reference.
5. Except as amended by this Amendment No. 4, all provisions of the SERVICES AGREEMENT, as previously amended, shall remain in full force and effect and are incorporated herein by this reference.
6. Exhibits A.4 and B.4 are attached to and incorporated into this Amendment No. 4.

7. This Amendment No. 4 is effective on the date executed by SBCTA.

*****SIGNATURES ON FOLLOWING PAGE*****

DRAFT

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 4 below.

**PARSONS TRANSPORTATION
GROUP, INC. AN ILLINOIS
CORPORATION**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Chris A. Johnson, P.E.
Vice President

By: _____
Art Bishop
President, Board of Directors

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
General Counsel

CONCURRENCE:

By: _____
Shaneka M. Morris
Procurement Manager

EXHIBIT A.4
Contract No. 18-1001870 - AMENDMENT No. 4
TASK SUMMARY

TASK	WEST VALLEY CONNECTOR TASKS (Assumed by SBCTA)	AMENDMENT 4	TOTAL
Task 1.0 Project Management	\$1,259,799.00	\$71,050.81	\$1,330,849.81
Task 2.0 Public Relations	\$442,725.00	\$0.00	\$442,725.00
Task 3.0 Refinement of Routing & Station Locations	\$240,718	\$0.00	\$240,718.00
Task 4.0 Pedestrian & Bicycle Locations	\$0.00	\$0.00	\$0.00
Task 5.0 Phasing & Financing Plan	\$199,985.00	\$0.00	\$199,985.00
Task 6.0 Small Starts Process	\$236,560.00	\$0.00	\$236,560.00
Task 7.0 Environmental Clearance	\$1,985,500.00	\$0.00	\$1,985,500.00
Task 8.0 Preliminary Engineering	\$1,474,513.00	\$146,307.24	\$1,620,820.24
Task 9.0 Final Design of Phase 1	\$2,170,826.00	\$1,997,869.95	\$4,168,695.95
Task 10.0 Final Design of Phase 2	\$2,111,857.00	\$0.00	\$2,111,857.00
Task 11.0 Bid Period Services	\$46,031.00	\$0.00	\$46,031.00
Task 12.0 Design Services During Construction	\$848,123.00	\$0.00	\$848,123.00
Task 13.0 Transit Planning Support	\$234,788.00	\$0.00	\$234,788.00
Task 14.0 Miscellaneous Services	\$2,317,899.11	\$0.00	\$2,317,899.11
Other Direct Cost - Project Specific Insurance	\$483,000.00	\$0.00	\$483,000.00
Contingency Releases (3/28/19-8/11/21)	\$922,284.00	N/A	\$922,284.00
TOTAL AMOUNT	\$14,974,608.11	\$2,215,228.00	\$17,189,836.11

EXHIBIT A.4

34.d

Task #	Scope Deliverable	Reasons for Amendment	Amendment 4 Totals
Project Management			
Task 1.19	Contract, subcontracts, design change notices, meetings, minutes, action items, schedule	Since project management was originally bid based on managing the project for a certain amount of time (3 years total: 2016, 2017, and 2018), a prior amendment provided project management budget for 4 additional years: 2019, 2020, 2021, and 2022. This Amendment provides for 3 months into 2023.	\$ 71,050.81
SUBTOTAL TASKS			\$ 71,050.81
Preliminary Engineering			
Task 8.01	System Safety and Security Documents	This task updates current Safety and Security Documents to incorporate the En-Route Charging infrastructure and West Valley EV Charging Infrastructure	\$ 76,431.81
Task 8.02	Systems Safety and Security Workshops	Three (3) workshops will be held with the safety and security team to include the West Valley Facility Electric Vehicle Infrastructure. Two workshops will be for the PHA/TVA, the third will be for the Safety and Security Certification of Design.	\$ 16,191.81
Task 8.03	Systems Safety and Security Testing Participation and Memorandum	Review of systems to be tested, review of test procedures, and participate in system testing. Results from testing procedures will be documented in memorandum.	\$ 32,301.81
Task 8.04	Basis of Design Report Update	Update of the Final Basis of Design report to include design requirements for the proposed charging facility and En-route pantograph chargers.	\$ 21,381.81
SUBTOTAL TASKS			\$ 146,307.24
Final Design			
Task 9.10	Final Design – Pomona Transit Center En-Route Pantograph Chargers	Design inclusion of En-route chargers are necessary to support daily operations of EV buses.	\$ 332,753.81
Task 9.11	Addendum Geotechnical Design Report – Pomona Transit En-Route Pantograph Chargers	Required to add to Geotechnical Design Report, to support new design of En-Route Pantograph Chargers.	\$ 7,897.81
SUBTOTAL TASKS			\$ 340,651.62
Final Design (West Valley Facility Infrastructure)			
Task 9.12	Final Design – West Valley Facility Charging Infrastructure	Develop design of West Valley Facility Charging Infrastructure to support charging of EV buses.	\$ 716,911.81
Task 9.13	Battery Storage System Analysis – West Valley Facility Charging Infrastructure	Analyze feasibility of Battery Storage System through development of two (2) preliminary alternatives and a Cost-Benefit Assessment.	\$ 47,775.81
Task 9.14	EV Charge/Run-time Modeling	Develop EV Charge/Run-time Modeling to provide analysis and validation on the battery-electric bus (BEB), proposed for the project.	\$ 75,422.81
Task 9.15	Charge Ready Transport Program– West Valley Facility Charging Infrastructure	Coordinate with SCE and determine approved pantograph chargers, and relocation of existing Electric Vehicle Supply Equipment (EVSE), in accordance with Program guidelines.	\$ 18,751.81
Task 9.16	Southern California Edison (SCE) Design Coordination – West Valley Charging Infrastructure	Coordination with SCE and approval of single-line diagram and transformer capacity requirements and installation location.	\$ 18,751.81
Task 9.17	Geotechnical Design Report – West Valley Facility Charging Infrastructure	Develop Geotechnical Design Report to support installation of West Valley Facility Charging Infrastructure	\$ 53,823.81
Task 9.18	Right of Way Mapping - West Valley Facility Charging Infrastructure	Develop Right of Way Mapping for West Valley Facility Charging Infrastructure site.	\$ 20,328.81
Task 9.19	Underground Utility Potholing - West Valley Facility Charging Infrastructure	Investigate potential existing utility conflicts.	\$ 65,221.81
Task 9.20	Bid Period Services – West Valley Facility Charging Infrastructure	Provide bid support of West Valley Facility Charging Infrastructure project.	\$ 23,931.81
Task 9.21	Design Services during Construction – West Valley Facility Charging Infrastructure	Provide Design Services during Construction for West Valley Facility Charging Infrastructure.	\$ 136,490.81
SUBTOTAL TASKS			\$ 1,177,411.10
Final Design (Potholing & Utility Applications for meters)			
Task 9.22	Underground Utility Potholing & Survey at Ontario Mills Station	Investigate potential existing utility conflicts at Ontario Mills site.	\$ 31,660.81
Task 9.23	Applications for New Water Service Meters	Coordinate and develop new water service meter applications for meter installations at future stations.	\$ 48,024.81
Task 9.24	Applications for additional Southern California Edison (SCE) Service Meters	Per SCE request, develop additional individual applications for new and relocated meters.	\$ 89,779.81
Task 9.25	Applications for RMCU Service Meter	Coordination and application for a new service meter through the Rancho Cucamonga Municipal Utility (RCMU), for installation at the Victoria Gardens station.	\$ 10,225.80
SUBTOTAL TASKS			\$ 179,691.23
Smart Pole Design			
Task 9.27.1	Electric Design for Smart Poles	Develop power distribution requirements, and electrical equipment for 5 future Smart Poles.	\$ 95,899.00
Task 9.27.2	SCE Coordination/Meter Applications for Smart Poles	Coordinate with SCE and apply for 5 separate meters and determine power drop & transformer requirements.	\$ 40,962.00
Task 9.27.3	Telecommunication Plan for Smart Poles	Develop Telecommunication plans to connect future conduit from the City's OntarioNet fiber network to the future Smart Poles.	\$ 29,408.00
Task 9.27.4	Foundation Design for Smart Poles	Develop Foundation design requirements for installation of Smart Poles.	\$ 102,657.00
Task 9.27.5	Addendum to Geotechnical Design Report for Smart Poles	Develop Addendum to Geotechnical Design Report for design of Smart Poles.	\$ 7,855.00
Task 9.27.6	Revisions to Landscape Plans for Smart Poles	Update Landscape Plans related to installing Smart Poles.	\$ 11,310.00
Task 9.27.7	Revisions to Irrigation Plans for Smart Poles	Update Irrigation Plans to related to installing Smart Poles.	\$ 12,025.00
SUBTOTAL TASKS			\$ 300,116.00
GRAND TOTAL			\$ 2,215,228.00

Attachment: 18-1001870-4 Exhibit A.4_2 of 2 (7845 : WVC Amend No. 4 to Contract No. 18-1001870 with Parsons & Amend. No. 2 to Coop with

EXHIBIT B.4

SERVICES AGREEMENT - AMENDMENT No. 4

ADDITIONAL SCOPE OF WORK TO THE SERVICES AGREEMENT

TASK 1.0 PROJECT MANAGEMENT

Task 1.19 – Project Management

Consultant previously requested additional project management that covers up to October 2022 which was the anticipated end of Right of Way phase. However, since the delay of receiving plan check review comments from various agencies, Consultant is now requesting additional budget to manage the project for additional 3 months, up to January 2023 in order to recapture the now slipped PS&E delivery schedule from Amendment No. 3.

The original scope covered PDT meetings for the duration of the project through the original project schedule. The requested budget accounts for PDT meetings through the current Final design schedule.

TASK 8.0 – PRELIMINARY ENGINEERING

Task 8.01 Systems Safety and Security Documents

Upon NTP, the Consultant will provide system safety and security services and deliverables for the new charging infrastructure at existing Omnitrans facility and en-route pantograph chargers at Pomona Transit Center in accordance with previously approved Safety and Security Certification Plan. The Consultant will conduct a hazard management workshop and will prepare addenda to the Preliminary Hazard Analysis (PHA) and Threat & Vulnerability Assessment (TVA). The Consultant will review O&M manuals and procedures that relate to safety. Two submittals for each submittal are anticipated.

Deliverables:

- *Addendum to PHA and TVA for charging infrastructure*
- *Addendum to Safety and Security Certification of Design*
- *Addendum to Operations Hazard Analysis*
- *Addendum to Safety and Security Organization Review*
- *Addendum to Emergency Preparedness Plan*
- *Addendum to Security Operations Plan*
- *Addendum to Fire/Life Safety Reviews*

Task 8.02 Systems Safety and Security Workshops

Consultant will conduct up to three (3) system safety and security workshops for the addition of the West Valley Facility Electric Vehicle Infrastructure. The two workshops will be for the PHA/TVA, and the third workshop will be for the Safety and Security Certification of Design. Includes workshop planning, schedule, draft hazards with causes, effects, and mitigations.

Deliverables:

- *Three (3) Safety and Security Workshops*

Task 8.03 Systems Safety and Security Testing Participation and Memorandum

After preparation of the Addendums under Task 8.01, and during Safety and Security Testing, the Consultant shall review the systems to be tested, review the test procedures, and participate in system testing. Results from the testing procedures, will be documented in a memorandum.

Deliverables:

- *Testing Procedures Results Memorandum*

Task 8.04 Basis of Design Report Update

Upon NTP, the Consultant shall update the Final Basis of Design Report to include the design requirements for the proposed charging facility for the electric bus fleet at the existing WV Maintenance Facility and the proposed en-route pantograph chargers at Pomona Transit Center Station.

Deliverable:

- *Updated Final Basis of Design Report*

TASK 9.0 – FINAL DESIGN

Task 9.10 Final Design – Pomona Transit Center En-Route Pantograph Chargers

Upon NTP, the Consultant shall continue to progress the design of the en-route chargers at the Pomona Transit Center station, based upon the preliminary engineering completed in support of the environmental revalidation. Applicable sheets for the Pomona Transit Center station within the West Valley Connector Final Design plan set will be updated to include changes required for inclusion of the en-route pantograph chargers and associated equipment and improvements. The following existing sheets, within the following disciplines, will be combined into a separate Pomona Transit Center 65% EV plan set consisting of the following revised 100% plans for agency review. The following sheets, with quantity of sheet to be modified in parentheses below, will be included in the overall Final plan set submittal.

-Street Improvement Plans: Layout (1); Construction Detail (1)

-Removal Plans (1)

- Storm Drain Plan (1)
- Utility Relocation Plan (1)
- Signing & Striping Plan (1)
- Station Lighting Plans (2)
- Station Communication Plan (1)
- Station Architectural Plans (2)
- Station Structural Plans (2)
- Station Plumbing Plan (1)
- Station Electrical Plans (2)
- Station Planting & Irrigation Plans (2)

The following new sheets will be combined into the Pomona Transit Center 65% EV plan set and Final PS&E package described above. The Consultant will produce 65% level plans of the following sheets for the first submittal and Final level sheets for the Final package. The new sheets will include the following disciplines:

- Structural (Total 7 sheets)
 - Notes (1)
 - Foundation Plan (1)
 - Equipment Pad Plan (1)
 - Section (2)
 - Details (2)
 - Calculations (1)
- Electrical (Total 10 sheets)
 - Title sheet, Abbreviation, General Notes, Symbols, Application Codes (1)
 - Single Line Diagram and Calculation (1)
 - Panel Schedules and Calculation (1)
 - Lighting Fixtures and Lighting Controls (1)
 - Electrical Site Plan (1)
 - Power Plan (1)
 - Lighting Plan (1)
 - Electrical Detail Plans (3)
- Communications (Total 18 sheets)
 - Head-end CCF Data Center Room Layout (1)
 - Head-end Communications Rack (1)
 - Head-end Data Flow Diagram (1)

- CCTV Video Network Diagram (1)
- DMS Digital Display Network Diagram (1)
- NMS and UPS Network Diagram (1)
- Field Communications and Cabinet Layout (2)
- Bus Canopy Block Diagram (1)
- Field Device Mounting Details (2)
- Field Device Schedule List (2)
- Device Layout Plan (2)
- Expected CCTV Coverage Plan (2)
- Remote Equipment Monitoring (1)

Included in these two submittals, the Consultant will provide the en-route pantograph charger Specifications and Engineer's Estimate for the added items.

This task also includes the additional Bid Period Services and Design Support during Construction needed for this infrastructure. Any Requests for Information (RFI's), addenda, or design changes requested regarding these additional items will be responded to/prepared by the Consultant.

Assumptions:

- The revisions associated with modifications to the Communication Plans, Architectural/Sign Plans, Structural Plans, and Landscape & Irrigation plans are necessary based on the inclusion of the Pantograph Chargers, which includes adjusting the layout/signage to accommodate the EV infrastructure.
- Geotech (EMI) will provide design parameters for lateral pile analysis using LPILE and seismic design parameters based on CBC.
- 1 round of comments from City of Pomona
- 3 SCE Coordination Meetings
- Pantograph Chargers anticipate a cast-in-drilled hole (CIDH) concrete pile foundation.
- Reinforced concrete pad will support equipment cabinet for pantograph charger.
- Design will conform to 2019 California Building Code.
- No backup power is anticipated for the en-route charging location.
- Architectural treatment to the pantograph chargers is not anticipated.
- Two chargers will have 600 k-Watt with Pantograph Down (PD)

Deliverables:

- *Revised 100% Plans, Specifications, and Estimate (for revised sheets) and 65% Plans, Specifications, and Estimate (for new sheets)*
- *Final Plans, Specifications, and Estimate (for sheets above, combined with Final package)*
- *Bid Period Services to include additional items*
- *Design Support during Construction to include additional items (assumes 2 RFI's)*

Task 9.11 Addendum Geotechnical Design Report – Pomona Transit En-Route Pantograph Chargers

The Consultant will prepare a memo/addendum to the original Geotechnical Design Report to include design of the Pantograph Chargers and associated equipment pad design requirements. Consultant will evaluate the design parameters and provide recommendations in accordance with foundation design requirements.

Assumptions:

- Boreholes from the original Geotechnical Design Report will be used for the Addendum.
- Use of prior boreholes assumes CIDH pile foundations for pantograph chargers and Smart Poles will be less than 14 ft deep.
- The following borings will be used for the anticipated locations:

Pomona station, 1 or 2 Pantograph Charger poles – use Boring B-1 from GDR

Deliverables:

- Addendum to Geotechnical Design Report for design of Pomona Transit En-Route Pantograph Chargers.

Task 9.12 Final Design – West Valley Facility Charging Infrastructure

Upon NTP, the Consultant will continue to progress the design of the West Valley Facility overhead structure for the 18 pantograph chargers and six (6) existing employee electric vehicle (EV) chargers along the maintenance building wall, to be relocated to the new canopy location within the yard area. The design builds off of the preliminary design that was completed in support of the environmental revalidation. A new set of Plans, Specifications, and Estimate will be prepared, as this package will be released for bids for construction as a standalone project by Omnitrans. Consultant will determine the feasibility of a gas turbine generator, compared to a diesel generator as a backup system to charge the EV buses, in the event of a power grid failure. A meeting will be held to discuss the results, and the confirmed backup power system will be documented in a memo and included in the final design.

The Consultant shall provide Plans, Specifications with Bid List, and Engineer's Estimate. The disciplines in which sheets are to be produced include:

- General (Total 5 sheets)
 - Cover Sheet (1)
 - Sheet Index (1)
 - General Notes, Abbreviations, Symbols (3)

- Civil (Total 15 sheets)
 - Title Sheet, General Notes, Abbreviations, Symbols (1)
 - Existing Topography (1)
 - Demolition Plan (2)
 - Site Plan (1)
 - Existing Utility Composite Plan (2)
 - Precise Grading Plans (5)
 - Detail Sheets (3)
- Architectural (Total 9 sheets)
 - Site Plan (1)
 - Plan (1)
 - Roof Plan (1)
 - Elevations and Sections (2)
 - Reflected Ceiling Plan (1)
 - Roof Details (3)
- Signage (Total 7 sheets)
 - Plan (1)
 - Schedule (1)
 - Mounting Details (1)
 - Sign Types (4)
- Structural (Total 12 sheets)
 - Notes (4)
 - Foundation Plan (2)
 - Roof Plan (1)
 - Sections (1)
 - Details (4)
- Electrical (Total 14 sheets)
 - Title sheet, Abbreviation, General Notes, Symbols, Application Codes (1)
 - Single Line Diagram and Calculation (1)
 - Panel Schedules and Calculation (1)
 - Lighting Fixtures and Lighting Controls (1)
 - Electrical Site Plan (1)
 - Power Plan (1)
 - Lighting Plan (1)
 - Electrical Detail Plans (4)
 - Generator Backup Calculation (1)
 - Electrical Photovoltaic System (1)
 - Photometric System Details (1)

- Communications (Total 26 sheets)
 - Title sheet, Abbreviation, General Notes, Symbols, Application Codes (5)
 - Head-end CCF Data Center Room Layout (1)
 - Head-end Communications Rack (1)
 - Head-end Data Flow Diagram (1)
 - CCTV Video Network Diagram (1)
 - DMS Digital Display Network Diagram (1)
 - NMS and UPS Network Diagram (1)
 - Field Communications and Cabinet Layout (2)
 - Bus Canopy Block Diagram (3)
 - Field Device Mounting Details (3)
 - Field Device Schedule List (2)
 - Device Layout Plan (2)
 - Expected CCTV Coverage Plan (2)
 - Remote Equipment Monitoring (1)

The Consultant will attend one constructability review meeting of the final engineering design after the submittal of the first package.

Consultant shall also provide input into the General Conditions and Special Conditions in Omnitrans construction bid documents to make sure all scope of work and requirements for contractor are covered.

Deliverables:

-65%, 90%, 100%, and Final Plans, Specifications, and Estimate

- SCE Coordination Meetings (5)

-Drainage Memo

-Gas turbine generator analysis memo

Task 9.13 Battery Storage System Analysis – West Valley Facility Charging Infrastructure

A battery storage system is desired for the future West Valley Facility Charging Infrastructure. The battery storage system will operate separately from the diesel or gas turbine backup power system, noted in Task 9.12 above. The battery storage system is intended to serve in the daily charging of the electric buses. The new parameters include the following:

- The battery storage system will be charged through the solar panels and supplemented by the grid as necessary, to provide 100% charging to the EV buses overnight.
- Evaluation of installing the battery storage system on top of the future solar canopy, with the solar panels.

The Consultant will analyze this new approach for the design and research available options from vendors and develop two (2) battery system alternatives (50% & 100% battery storage capacity). Consultant will determine the available space using the battery specifications. In addition, Consultant will evaluate preliminary structural loading and anticipated steel member requirements for the canopy, to determine the feasibility of erecting a structure capable of both supporting the batteries, solar panels, and allow parking underneath the structure. The result of this analysis will serve as a revision to the preliminary engineering concept previously and would serve as the basis of the design.

A Benefit-Cost Assessment will be performed to estimate the amount of energy savings could be realized from 20-years of using the battery storage system vs. the initial capital investment. Results will be included in a technical memorandum.

The Consultant will share results of these findings in two (2) follow-up discussions with SBCTA & Omnitrans.

Deliverables:

- *Development of two (2) battery storage system alternatives (50% capacity & 100% capacity) exhibits.*
- *Cost-Benefit Assessment Memo of Battery Storage System*
- *Coordination Meetings (2)*

Task 9.14 EV Charge/Run-time Modeling

The purpose for the EV Charge/Run-time modeling task is to provide analysis and validation to the Transportation Authority regarding their selection of a specific battery-electric bus (BEB), the fleet size, and type and number of chargers for operating the West Valley Connector BRT route. We understand this route operates at a 10-minute headway in the peak and 15-minute headway in the off-peak, resulting in each bus performing the 38-mile round trip approximately six (6) times daily.

Parsons will utilize the battery and range specifications for the selected bus (e.g., New Flyer 3-door BEB), available road grade information, average temperature and weather conditions, and average operator performance to determine an average and seasonally-adjusted mileage range for the vehicles along a fixed route. Considerations for charging opportunities throughout the service design will be included. In a technical memo, Parsons will produce the following:

- A detailed analysis of BEB performance and battery degradation, including best-case, worst-case, and average performance curves
- Modification considerations to on-route and depot charging plans
- Range-impact factors and considerations

- A narrative review of the existing feasibility study regarding the SBCTA EV strategy
- Quality assurance provided by Parsons' EV and CAV specialists of the model and analysis to assure reliable service by the SBCTA
- A detailed list of assumptions and considerations

Assumptions:

- The West Valley Connector Zero Emission Bus (ZEB) Feasibility Report, dated April 25, 2020, will serve as a basis for the analysis. Consideration related to battery technology and design assumptions since preparation of the ZEB Report will be included in this analysis.
- SBCTA will provide the BEB specifications that will be utilized for the modeling.
- The bus operator will receive adequate training regarding proper acceleration and deceleration techniques.
- The selected BEB will carry standard specifications free of any peripheral devices (like CCTV cameras, infotainment screens, USB charging ports, etc.), aftermarket additions, and/or customized features which could decrease battery life.
- SBCTA is acquiring a total of 18 electric vehicle (EV) 40' buses for the purposes of the West Valley Connector BRT route. Fifteen buses are planned to be placed into service daily performing approximately six (6) round-trips along the 38-mile fixed-route.
- Trip times will be based on the West Valley Connector BRT Project – Operations and Maintenance Plan and Costs, dated November 20, 2020.
- Elevation data at each bus stop will be based on collected field survey for the project.
- Average weather conditions for each month will be used to estimate impact of temperature and the HVAC system on battery performance.
- Ridership data will be based on the West Valley Connector BRT Project – STOPS Model Travel Forecast Results, dated November 20, 2020.
- Solar panels are planned to be installed on-top of the future charging canopy and will generate energy credits back onto the grid, for Omnitrans' benefit.
- A diesel-powered generator will be installed at the West Valley Facility, to provide 50% capacity to the fleet.

Deliverables:

Draft and Final Technical Memos

Task 9.15 Charge Ready Transport Program– West Valley Facility Charging Infrastructure

The Consultant will coordinate with Southern California Edison (SCE) regarding the Charge Ready Transport Program. Coordination with Edison will include up to 5 meetings, with preparation of meeting minutes and action items. Currently the Charge Ready Transport program does not have an approved pantograph system in their Approved Product List (APL) which is required for Rebates and in certain cases program participation. The Consultant will coordinate with both Omnitrans and SCE to ask SCE to add the preferred charging equipment to SCE's APL.

The current conceptual plans for the facility include relocation of the existing on-site Electric Vehicle Supply Equipment (EVSE), which was part of the SCE Charge Ready Pilot for Omnitrans support vehicles. There is language in the pilot program that requires infrastructure to stay in place for ten years after installation. The Consultant shall coordinate with SCE and Omnitrans to see whether this equipment can be relocated while still being used and whether this violates any program rules.

The Consultant will prepare relocation design plans for the EVSE in accordance with SCE Charge Ready Program requirements.

Deliverables:

- Up to five (5) coordination meetings with SCE; includes preparation of meeting minutes and action items

Task 9.16 Southern California Edison (SCE) Design Coordination – West Valley Charging Infrastructure

The Consultant will coordinate with Southern California Edison (SCE) during design to ensure capability between the electric related design elements, including the selected pantograph chargers, solar voltaic system, and battery backup requirements. The design and single line diagram will be reviewed by SCE for approval. SCE design approval will determine the new transformer capacity and approved the location for installation. Coordination with Edison will include up to 5 meetings, with preparation of meeting minutes and action items.

Deliverables:

- Up to five (5) coordination meetings with SCE; includes preparation of meeting minutes and action items

Task 9.17 Geotechnical Design Report – West Valley Facility Charging Infrastructure

- A. Field Investigation: The Consultant will conduct a geotechnical field investigation within the area of the future charging structure and the surrounding parking lot with a total of 5 boreholes. These borings will be used for both foundation and pavement designs. The Consultant will arrange for underground utility clearance prior to drilling. Boreholes may be terminated above target depth if refusal is encountered. If chemically impacted soil is observed, it will be noted in the log of test borings. If hazardous materials are encountered, boring work will be terminated, and Omnitrans notified. Environmental sampling is not included although the geologists and technicians carry handheld monitoring devices to detect volatile gas emissions for worker's safety.
- B. Permits: The Consultant will obtain the necessary well permits for the geotechnical borings through the County Department of Health Services for borings exceeding 20 feet depth.
- C. Laboratory Testing: The field boring logs will be analyzed to select bulk and undisturbed samples for laboratory testing. Results of the laboratory tests, together with the field boring data, will be used for engineering analyses. The following laboratory tests are envisioned:

1. In-place moisture and density
2. Plasticity
3. Grain size distribution
4. Direct shear and unconsolidated undrained compression tests
5. Consolidation
6. Soil corrosivity
7. Maximum density
8. R-Value

All tests will be conducted in general accordance with Caltrans Test Methods or American Standard Test Methods (ASTM).

- D. Geotechnical Engineering Analyses: Using the findings from the field investigation and laboratory testing program, the Consultant will address the following:
1. Fault rupture potential – The report will include one of the following recommendations:
 - a) fault rupture is not an issue, or b) fault rupture appears to be an issue and additional work is required to decide on design criteria. The fee estimate does not include item b.
 2. Pavement Structural Section – The consultant will analyze flexible and rigid concrete pavement structural sections for the at West Valley Facility bus yard, both within and outside of the proposed structure. This will be based on the results of the laboratory test results and Traffic Indexes provided by Omnitrans. The Geotechnical Engineer may also provide geogrid-reinforced alternatives to improve weak subgrade and/or thin the structural section if applicable/necessary.
 3. Foundations – The Consultant will perform engineering analyses to develop soil profiles, foundation design parameters, and design recommendations for the charging structure column foundations. This includes seismic design criteria (causative fault, site distance, Peak Bedrock Acceleration and ARS design spectra using Caltrans Seismic Design Criteria and California Building Code).
 4. Utilities – The Consultant will provide soil corrosivity test results from the borings that can be used for utility design.
- E. Report Preparation: The Consultant will prepare a Draft and Final Geotechnical Design Report that will combine the content of a materials report and a foundation report providing the following:
- a. Site geology including fault rupture potential
 - b. Soil and groundwater conditions determined by field investigation
 - c. Log of Test Borings
 - d. Laboratory Testing
 - e. Engineering Analyses
 - f. Summary of existing pavement section in parking lot
 - g. New pavement structural section for under charging structure and outside charging structure within parking lot

- h. Design recommendations for structure foundations (seismic design criteria: causative fault, site distance, Peak Bedrock Acceleration and ARS design spectra using Caltrans Seismic Design Criteria)
- i. Soil corrosivity and recommendations for utility design
- j. Recommendations for construction for earthwork, roadway, and foundation construction

F. Assumptions:

- a. The draft and final report will be submitted to the city of Montclair, SBCTA, WSP, and Omnitrans. Caltrans review is not anticipated. Review comments related to geotechnical issues will be addressed by the Consultant. The Consultant will incorporate the responses and comments into the Final Geotechnical Design Report, which will then be submitted for final review.

Deliverables:

- *Draft and Final Geotechnical Design Report*
- *5 Borings*
- *Soil Sampling and Laboratory Testing*

Task 9.18 Right of Way Mapping - West Valley Facility Charging Infrastructure

Consultant will develop a surveyed Right of Way Map for the West Valley Facility. Right of Way acquisitions are not anticipated. Therefore, plats & legal descriptions and owner exhibits are not included. The purpose for the right of way mapping is to develop a Land Net base map which will include the West Valley Connector property line, the centerline of Arrow Hwy, the known U.S. Army Corps Easement, and any underlying easement and permanent liens on the property that might preclude construction of the future improvements.

Deliverables:

- *Surveyed Right of Way Base map for the West Valley Facility.*
- *Order of one (1) Preliminary Title Report (PTR)*

Task 9.19 Underground Utility Potholing - West Valley Facility Charging Infrastructure

Consultant will perform subsurface utility potholing to identify potential conflicts and possible relocations, associated with the installation of new EV infrastructure. Consultant will use available as-builts from Omnitrans to map existing utilities. Utilities that are in potential conflict with the future improvements, will be potholed to confirm existing utility locations. The information will be documented in a pothole report. A total of 10 potholes are assumed. Activity includes survey to locate potholes.

Deliverables:

- *Potholing Report (10 potholes)*
- *Pothole Survey*

Task 9.20 Bid Period Services – West Valley Facility Charging Infrastructure

- A. The Consultant shall support Omnitrans with a separate bid package, through the bidding and awarding process, that will be assembled and advertised by Omnitrans. Addenda may include additional design work, drawings, specifications, and contract document revisions.
- B. The Engineer's Estimate provided by the Consultant shall be consistent with the project definition documents and other Invitation for Bid documents issued to bidders.
- C. The Consultant shall provide up to two exhibits for Omnitrans and SBCTA to present at a pre-bid conference. The Consultant shall attend one (1) pre-bid conference.
- D. The Consultant shall respond to bidder's questions and assist Omnitrans and SBCTA in responding to technical questions posed. The Consultant shall participate in pre-bid meetings, issuance of addenda and re-packaging of rejected bids, and will assist in the evaluation of bids during any competitive negotiated procurement process and in conforming the contract documents prior to Notice-to-Proceed.

Deliverables:

- *Attendance at one (1) pre-bid conference*
- *Up to two (2) exhibits for presenting at the pre-bid conference*
- *Addenda and Responses to bidder questions*

Task 9.21 Design Services during Construction – West Valley Facility Charging Infrastructure

The Consultant shall:

- A. Provide an on-site representative as needed by Omnitrans and SBCTA.
- B. Attend one (1) Pre-construction Meeting.
- C. Attend Resident Engineer (RE) coordination meetings (estimated 10 meetings).
- D. Review and evaluate contractor submittals for conformance with design.
- E. Respond to request for information (RFI's) and other technical issue resolution posed by the construction contractor(s).
- F. Review and approve submittals, such as product and material submittals, received from construction contractor(s).
- G. Provide project management and/or administration.
- H. Conduct field visits as requested by Omnitrans or SBCTA.
- I. Provide final As-Built/Record Drawings in CAD for City of Montclair, SBCTA, and Omnitrans.

Deliverables:

- Attendance at one (1) Pre-Construction Meeting (2 people; 2 hours each)
- Attend ten (10) construction progress meetings (2 people; 1 hour each)
- Respond to ten (10) RFI's (2 people; 1 hour each)
- Review and approve standard contractor submittals (5 submittals) (1 person; 8-hours per submittal)
- Review and approve shop drawing submittals (i.e.: structural steel review) (5 submittals) (1 person; 16-hours per submittal)
- Conduct field visits (10) (1 person; 3 hours each)
- Provide final As-Built/Record Drawings in CAD for City of Montclair (88 sheets) (1 person; 4 hours each sheet)

West Valley Connector EV Infrastructure Design Assumptions (Tasks 9.12-9.21):

- The submitted 30% drawing with solar power will be the concept used moving forward into Final design. The canopy design will proceed with a metal roof design angled to column gridline, as shown in Canopy Section A-A, with downspouts at columns.
- West Valley Connector Zero Emission Bus Feasibility Report (dated 4/25/2020) is used as a basis for EV charging requirements.
- Final design will account for build-out of EV canopy and EV infrastructure.
- Charging Station assumes 1:1 to 1:3 charger to bus ratio.
- Uses sequential charging system of 150kWatt. When the first bus charges to 95% SOC, it stops charging, then the second bus starts charging and so on.
- There will be six simultaneous charging systems of 180kWatt with Pantograph Down. Bus 1 starts charging with 120kWatt. When bus 2 starts charging, bus 1 will have 120kWatt and bus 2 will have 60kWatt. When bus 3 starts charging, each will have 60kWatt.
- Requires Combo Charging Standard 1 CCS1 connector and cable along with depot to charge more than 1 bus with one charging system.
- Solar panels will be placed on top of the canopy and will generate credits to Omnitrans, as opposed to storing power onsite with a battery. Solar panels to be angled independent of roof angle.
- A diesel or gas turbine generator will serve to provide 50% electrical load capacity to the operating fleet.
- 90% and 100% designs to be submitted to the City of Montclair as an Industrial Plan Submittal.
- Structural calculations for canopy, backup generator pad, and transformer pad to be provided
- Maximum 1 year design

- Design Services During Construction (DSDC) support for 1 year
- Fire alarm/suppression system is not required for the canopy.
- Fall protection/arrest system is not required for the canopy.
- Maintenance catwalks are not required on the canopy.
- Water from canopy downspouts may be directed into the existing parking lot without special treatment.
- The canopy framing will be noncombustible construction (concrete, steel), and will not require applied fireproofing systems.
- A new SCE utility transformer will be required.
- The canopy structure will be designed for normal Risk Category (II) in accordance with the 2019 California Building Code.
- The canopy is to be designed as a non-building structure that is open to the elements.
- Omnitrans and 3rd party owned utility relocation plans will be performed by others.
- Prevailing Wage requirements will be monitored by SBCTA.
- 1 round of comments from City of Montclair
- 5 SCE Coordination Meetings anticipated
- The Building Permit will be pulled from the City of Montclair by the selected contractor.
- Architectural treatment to the pantograph chargers is not anticipated.
- Hydrology/Hydraulics Analysis and Drainage Report are not anticipated.
- Water Quality Report/Management Plan is not anticipated. Contractor to provide SWPPP.
- Temporary Water Pollution Control sheets are not required.
- Permits(s) from U.S. Army Corps of Engineers is excluded.
- Right of Way Acquisition Services is excluded.
- A new water service meters is excluded.
- A drainage memo will document maintaining site flow.
- Design of permanent BMPs are not anticipated.
- Final Design of the Battery Storage System is not included.

Task 9.22 Underground Utility Potholing & Survey at Ontario Mills Station

After receiving confirmation that Simon Properties, Inc., and the City of Ontario does not have as-built plans at the Ontario Mills Station, it was determined that additional potholing would be needed to confirm the disposition of the existing utilities and identify conflicts. Although Ground Penetrating Rader (GPR) scans and two (2) potholes were gathered at this location previously, the original plan assumed obtaining as-built data from either Ontario Mills or the City of Ontario. Due to the unavailability of this information, additional potholes are required.

Consultant will perform a maximum of six (6) potholes. A standard pothole is 12 in x 12 in, performed to the top of pipe or encasement with sand backfill and a permanent surface patch.

Assumptions:

- Potholes estimates are based on actual depth under normal conditions.
- Limitations on work hours may cause additional mobilization or traffic control charges.
- Permitting fees will be adjusted to actual costs.

Additional survey will be required to mark the locations of the potholes.

Consultant will provide a potholing report at the conclusion of the investigation.

Potholing Services includes:

- Vacuum Excavation to top of utility, encasement or stop depth
- Standard Traffic Control
- Permanent Cold Patch
- Sand Backfill
- Removal of Debris
- Pothole Report
- PK Nails
- Post Mapping (vertical and horizontal location of potholes)
- Supplementary Survey

Potholing Services does not include:

- Permitting
- Hot Patching
- Slurry Backfill
- Engineered Traffic Control Plans
- Extensive Traffic Control
- Flagging for Traffic Control

Deliverables:

- Potholing Report

-Pothole Survey

Task 9.23 Applications for New Water Service Meters

The project scope of work does not include new water applications for the purpose of washing down bus shelters by Omnitrans maintenance crew. Consultant will perform the requirements to submit twenty-three (23) complete applications to all four Water Districts for a new water meter at each station location within the current Phase 1 project. Consultant has already reached out to each water districts regarding these applications and has supplied Consultant with a checklist and fee schedule in which applications are to be submitted. Consultant will prepare all twenty-three (23) application packages, including the applicable forms, which are to be signed by Omnitrans.

Each package will include the appropriate forms, signed by Omnitrans and Consultant and a PDF of the meter locations being requested.

Deliverables:

- 23 new water service applications

Task 9.24 Applications for additional Southern California Edison (SCE) Service Meters

The prior scope included five (5) applications for 33 new SCE service meters at each platform. The previous estimate was based on covering five (5) services areas for five (5) separate service planners and their respective territories. After further discussions with SCE, SCE staff requested separate applications for each new service meter which includes preparation of individual site plan depicting the proposed meter location, surveyed SCE structures, service meter mailing address and furnish project files in AutoCAD drawing that adheres to strict SCE CAD File requirements. In addition, SCE requested the need for four (4) additional meters to serve new Pedestrian Hybrid Beacons, where no signalized intersection existing previously, 18 existing service relocations, two (2) third-party service pedestal relocations, and one (1) non-service SCE structure relocation. One new platform service meter has been removed at Victoria Gardens, because the project will be seeking power from the Rancho Cucamonga Municipal Utility (RCMU) at that location. Finally, an additional meter is anticipated for the West Valley Facility for installing EV infrastructure. This results in a net increase of 53 new meters, which now requires 53 additional applications. For purposes of this scope, and possibility of SCE identifying the need for new meters and applications, a total of 60 additional applications will be included in this scope.

Deliverables:

- 60 new SCE service applications

Task 9.25 Applications for RCMU Service Meter

The platform service meter at Victoria Gardens will now request power from the Rancho Cucamonga Municipal Utility (RCMU). The Consultant will prepare the application requesting a new meter to access power from RCMU, because RCMU has a power connection point closer to the station than SCE. In addition,

Deliverable:

- One (1) RCMU new service application including exhibit depicting the proposed meter at the bus station

Task 9.26 (Not used)

Task 9.27 Smart Pole Design

Assumptions:

- Geotech (EMI) will provide design parameters for lateral pile analysis using LPILE and seismic design parameters based on CBC.
- Design support during construction (if needed) should the Smart Pole change, and review of pile shop drawings.
- 1 round of comments from City of Ontario (City), SBCTA, and Omnitrans.
- Final location and orientation of Smart Poles to be approved by City Engineer.
- 5 new City designated meters are required from SCE.
- No separate communications design (i.e.: CCTV/Remote Equipment Monitoring) will be required. The Smart Pole is self-contained with the features required by the City.
- The foot-candle of the Smart Pole is predetermined by the unit itself. No separate calculations are necessary.
- Pedestrian access to Smart Pole is not anticipated. Features such as USB/EV Charging will not be activated by the City.
- Cut-off shield will be provided by City for glare control if required.
- Traffic Control plans are not required.
- Smart Poles are provided by the City.

Task 9.27.1 Electrical Design for Smart Poles

Assumptions:

- The smart pole provides services: communications, power, environment, transportation, safety, and media.
- The power for the smart pole is of 240V, 32A, single phase, three wires. Each smart pole will be fed from future Center Running Station Panel.
- Power feeders and branch circuits shall be copper, single, or multiple conductor cable. Power wiring shall be temperature rated at 75 degree and not smaller than number 12 AWG.
- For exposed locations, galvanized rigid steel conduit or PVC coated galvanized rigid steel conduit shall be $\frac{3}{4}$ " or larger and 1" or larger for embedded locations.
- Conductors shall be enclosed in conduit raceways.
- Electrical equipment, devices and other metallic parts shall be grounded and bonded to the copper ground bus to assure electrical continuity and capacity to safely conduit and fault current likely to be imposed.
- Conduit, boxes, and fittings installed in damp or wet locations shall be listed for use in wet locations.
- Power drop will be provided by SCE. Plans will show from City's meter to the Smart Pole.

- Assumes SCE will allow multiple meters off of a single power drop/power source from the main distribution or transmission line, so the power plans are removed from the scope. If SCE does not allow multiple meters of a single power drop/power source, then the optional Power Plans will be required.

Consultant will determine power distribution requirements for 5 Smart Poles in the City of Ontario. Electrical engineering design will include considerations for electrical equipment for each of 5 locations. Design includes (10 Total sheets or 15 Total sheets with Optional Power Plan sheets).:

- Cover sheet – General Notes/Abbreviations (1)
- Single-Line Diagram/Feeder schedule for 5 locations (2)
- Electrical Site Plans (5)
- Power Plans (5) (Optional)
- Details (2)
- Specifications 8.5”x11” (6)
- Estimate (1)

Deliverables:

-Draft & Final Electrical Plans, Specifications, Estimate, and Specifications (2 submittals)

Task 9.27.2 SCE Coordination/Meter Applications for Smart Poles

Consultant will coordinate with Southern California Edison (SCE) to obtain power point-of-connection and transformer requirements. SCE requires 5 separate applications, and SCE CAD format drawings for potential relocations. SCE will determine spare loads at each site and provide power drops up to the future City meter.

Deliverables:

- 5 new SCE service applications

Task 9.27.3 Telecommunication Plan for Smart Poles

Consultant will use the preliminary fiber connection points provided by the City on 3/17/2022, via PDF titled, “ENE.HUB SmartNode Locations fiber connections Rev 03162022” and coordinate with the City on connecting to the City’s OntarioNet fiber optic network. The telecommunication plan will show the service connection points/existing hand-holes and provide the fiber conduit plan to the future Smart Pole location. It is anticipated that this will be constructed during the West Valley Connector construction, so separate traffic control plans are not needed. Design includes 7 total sheets:

- Telecommunication Plans (5)
- Details (1)
- Specifications 8.5"x11" (1)
- Estimate (1)

Assumption:

- Trenching for telecommunication conduits are within improvement areas, where Holt Blvd is being widened for the West Valley Connector project.

Deliverables:

- Draft & Final Telecommunication Plans, Specifications, and Estimate

Task 9.27.4 Foundation Design for Smart Poles

The scope includes final design of foundations for 5 Smart Poles in the City of Ontario. It is anticipated cast-in-drilled-hole (CIDH) concrete pile foundations are suitable based on assumptions and known information about the soil conditions at each pole location. The design will also include a separate cast-in-place reinforced concrete pad to support the equipment cabinet for the pantograph charger. The design shall conform to the 2019 California Building Code and any supplementary requirements mandated by the City of Ontario Building Department. The deliverables will include stamped structural calculations and final plans, specifications, and cost estimate (PS&E) for City review.

- Structural (Total 15 sheets)
 - Notes (1)
 - Foundation Plan (5)
 - Equipment Pad Plan (5)
 - Section (2)
 - Details (2)
 - Calculations (1)

Assumptions:

- Geotech (EMI) will provide design parameters for lateral pile analysis using LPILE and seismic design parameters based on CBC
- Design support during construction (2 RFI's), and review of pile shop drawings (2 reviews)
- 1 round of comments from City of Ontario
- Final location and orientation of Smart Poles to be approved by City Engineer

Deliverables:

- *Draft & Final Foundation Plans, Specifications, Estimate, and Specifications*
- *Design support during construction (2 RFIs); shop drawings review (2 reviews)*

Task 9.27.5 Addendum to Geotechnical Design Report for Smart Poles

The Consultant will prepare an addendum to the original Geotechnical Design Report to include design of five (5) Smart Poles, currently located adjacent to the Center-Running Stations in the City of Ontario. Design considerations will include the Smart Poles and associated equipment pad design requirements. Consultant will evaluate the design parameters and provide recommendations in accordance with foundation design requirements.

Assumptions:

- Boreholes from the original Geotechnical Design Report will be used for the Addendum.
- Use of prior boreholes assumes CIDH pile foundations for pantograph chargers and Smart Poles will be less than 14 ft deep.
- The following borings will be used for the anticipated locations:
 - Holt/Mountain station, 1 Smart Pole – use boring B-11
 - Holt/San Antonio station, 1 Smart Pole – use boring B-14
 - Holt/Lemon station, 1 Smart Pole – interpolate between borings B-15 and B-16, and As-built Plans for Route 83 Overcrossing bridge (EMI can obtain from Caltrans GEODOG archive)
 - Holt/Grove station, 1 Smart Pole – use boring B-21
 - Holt/Vineyard station, 1 Smart Pole – use boring B-25 if pole will be at side station in westbound direction.
If Smart Pole is in east bound direction, or if retaining wall in same direction is to be included, use B-25 As-built Plans for 76 Gas Station and/or Vineyard Ave Overhead signage provided by the City of Ontario.

Deliverables:

- *Draft and Final Addendum to Geotechnical Design Report for Smart Poles.*

Task 9.27.6 Revisions to Landscape Plans for Smart Poles

Consultant will revise landscape planting where the City Smart Poles are being proposed. It is anticipated that the sheets will undergo a maximum of two revisions.

Deliverables:

- *Draft & Final Updated Landscape Sheets (5) & Revised Cost Estimate*

Task 9.27.7 Revisions to Irrigation Plans for Smart Poles

Consultant will revise irrigation plans where the City Smart Poles are being proposed. It is anticipated that the sheets will undergo a maximum of two revisions.

Deliverables:

- *Draft & Final Updated Irrigation Sheets (5) & Revised Cost Estimate*

General Contract Information

Contract No: 20-1002422 Amendment No.: 2Contract Class: Payable Department: TransitVendor No.: 01570 Vendor Name: City of OntarioDescription: West Valley Connector-Phase 1 Cooperative Agreement with the City of OntarioList Any Related Contract Nos.: 23-1002848

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

Contract Authorization

Board of Directors Date: 07/06/2022 Board Item # 7845

Contract Management (Internal Purposes Only)

Zero Dollar Contracts Sole Source? N/A N/AZero Dollar MOU/COOP/JPA (zero dollar contract) N/A

Accounts Payable

Estimated Start Date: 01/31/2022 Expiration Date 06/30/2029 Revised Expiration Date: NHS: N/A QMP/QAP: N/A Prevailing Wage: N/A

							Total Contract Funding:		Total Contingency:	
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code	Name	\$	\$
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-

Victor Lopez

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes:

Attachment: 20-1002422 CSS (7845 : WVC Amend No. 4 to Contract No. 18-1001870 with Parsons & Amend. No. 2 to Coop with City of Ontario)

General Contract Information

Contract No: 23-1002848 Amendment No.: 2

Contract Class: Receivable Department: Transit

Customer ID: 01570 Customer Name: City of Ontario

Description: West Valley Connector-Phase 1 Cooperative Agreement with the City of Ontario

List Any Accounts Payable Related Contract Nos.: 20-1002422

Dollar Amount							
Original Contract		\$	-	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	300,116.00	Current Amendment		\$	-
Total/Revised Contract Value		\$	300,116.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	300,116.00

Contract Authorization

Board of Directors Date: 07/06/2022 Board Item # 7845

Contract Management (Internal Purposes Only)

Local Administrative (internal tracking only) N/A

Accounts Receivable

Total Contract Funding: \$ 300,116.00 Funding Agreement No: 20-1002422

Beginning POP Date: 01/31/2022 Ending POP Date: 06/30/2029 Final Billing Date: N/A

Expiration Date: 06/30/2029 Fund Admin: Yes

Parent Contract 20-1002422 PM Descriptor West Valley Connector Phase 1

Z-Related Contracts

Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:
GL: 6010	30	0315	0334	42416009	300,116.00
GL: []	[]	[]	[]	[]	-
GL: []	[]	[]	[]	[]	-
GL: []	[]	[]	[]	[]	-

Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:
GL: []	[]	[]	[]	[]	-
GL: []	[]	[]	[]	[]	-
GL: []	[]	[]	[]	[]	-
GL: []	[]	[]	[]	[]	-

Victor Lopez

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes:

Attachment: 23-1002848 CSS (7845 : WVC Amend No. 4 to Contract No. 18-1001870 with Parsons & Amend. No. 2 to Coop with City of Ontario)

**AMENDMENT NO. 2 TO
COOPERATIVE AGREEMENT NO. 20-1002422
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
CITY OF ONTARIO
FOR
THE DESIGN, RIGHT-OF-WAY AND CONSTRUCTION PHASES FOR THE WEST
VALLEY CONNECTOR BUS RAPID TRANSIT IMPROVEMENT PROJECT-PHASE 1
IN THE CITY OF ONTARIO**

THIS AMENDMENT NO. 2 (“Amendment No. 2”) to the Cooperative Agreement No. 20-1002422, originally dated March 10, 2021 (“Agreement”), is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”) and the City of Ontario (“CITY”). SBCTA and CITY may be referred to herein as a “Party” and collectively as “Parties”.

WHEREAS, CITY has agreed to pay the cost to prepare a design for Smart Poles as a proposed Betterment according to the process agreed to in Amendment No. 1.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises herein, the Parties agree as follows:

1. Pursuant to Amendment 1, Section III-SMART POLE BETTERMENTS, Sub-Section C, CITY and SBCTA have agreed on a not-to-exceed amount of \$300,116.00, pursuant to the Cost Estimate attached hereto as Exhibit A, to engage Parsons to prepare a proposed design of the Smart Pole Betterment for CITY’s review and approval.
2. If the CITY elects to proceed with the Betterment, the Parties shall amend the agreement to include the not-to-exceed amount for the construction of the Betterments.
3. CITY shall pay all invoices for undisputed costs incurred by SBCTA within 30 calendar days after receipt of an invoice.

*****SIGNATURES ON FOLLOWING PAGE*****

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 below.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF ONTARIO

By: _____
Raymond W. Wolfe
Executive Director

By: _____
Scott Ochoa
City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
General Counsel

By: _____
City Attorney

EXHIBIT A Smart Pole Design Cost

Task #	Scope Deliverable	Reasons for Amendment	Amendment 4 Totals
Smart Pole Design			
Task 9.27.1	Electric Design for Smart Poles	Develop power distribution requirements, and electrical equipment for 5 future Smart Poles.	\$ 95,899.00
Task 9.27.2	SCE Coordination/Meter Applications for Smart Poles	Coordinate with SCE and apply for 5 separate meters and determine power drop & transformer requirements.	\$ 40,962.00
Task 9.27.3	Telecommunication Plan for Smart Poles	Develop Telecommunication plans to connect future conduit from the City's OntarioNet fiber network to the future Smart Poles.	\$ 29,408.00
Task 9.27.4	Foundation Design for Smart Poles	Develop Foundation design requirements for installation of Smart Poles.	\$ 102,657.00
Task 9.27.5	Addendum to Geotechnical Design Report for Smart Poles	Develop Addendum to Geotechnical Design Report for design of Smart Poles.	\$ 7,855.00
Task 9.27.6	Revisions to Landscape Plans for Smart Poles	Update Landscape Plans related to installing Smart Poles.	\$ 11,310.00
Task 9.27.7	Revisions to Irrigation Plans for Smart Poles	Update Irrigation Plans to related to installing Smart Poles.	\$ 12,025.00
TOTAL			\$ 300,116.00

Minute Action

AGENDA ITEM: 35

Date: July 6, 2022

Subject:

West Valley Connector- Award Construction Management Services Contract

Recommendation:

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

A. Award Contract No. 21-1002662 to Kleinfelder Construction Services, Inc., for Construction Management Services for the West Valley Connector Project, in an amount not-to-exceed \$13,582,301.73, and a contract term through July 6, 2027.

B. Approve contingency in the amount of \$1,358,230.17, for Construction Management Services Contract No. 21-1002662, to be released in accordance with SBCTA Procurement and Special Risk Assessment Policy No. 11000, VIII.B.6.

Background:

The San Bernardino County Transportation Authority (SBCTA), in cooperation with Omnitrans, and the cities of Pomona, Montclair, Ontario, Rancho Cucamonga, and Fontana, proposes to construct the West Valley Connector Project (“WVC Project”). The WVC Project is a 100% zero-emission Bus Rapid Transit (“BRT”) system. It is the first stage of the San Bernardino County Zero Emission Bus Initiative and second BRT route in San Bernardino County. The WVC Project is 19 miles and will upgrade a portion of existing Route 61 which runs along Holt Boulevard, adding approximately 3.5 miles as center running, dedicated bus-only lanes. There will be 21 stations that will provide a much-improved transit connection to Ontario International Airport (ONT) and help build transit connectivity by linking ONT, two Metrolink lines (San Bernardino and Riverside), and multiple major activity centers along the route, including Ontario Mills and Victoria Gardens.

In July 2021, the Board of Directors (Board) authorized the release of Request for Proposals (RFP) No. 21-1002662 for Construction Management (CM) Services. RFP No. 21-1002662 was released to solicit firms to assist SBCTA in providing CM services for the Project. The solicitation was issued in accordance with SBCTA Procurement and Special Risk Assessment Policy No. 11000. RFP No. 21-1002662 for Construction Management Services was released on November 29, 2021, and was sent electronically to approximately 956 consultants registered on PlanetBids and downloaded by 85 firms. On December 9, 2021, a pre-proposal meeting was held virtually and was attended by over 104 individuals representing various firms, including prime and sub-consulting firms. One addendum was issued for this project. Addendum No. 1 was issued on January 4, 2022 and included responses to submitted questions and the attendance list for the pre-proposal meeting.

On January 11, 2022, four (4) proposals were received by the date and time specified in the RFP. A responsiveness review was conducted by the Procurement Analyst, who found the following three (3) proposals to be responsive (in alphabetical order).

1. Jacobs Engineering Group, Inc.
2. Kleinfelder Construction Services, Inc.
3. Southstar Engineering and Consulting, Inc.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

July 6, 2022

Page 2

The Evaluation Committee consisted of one SBCTA staff member, one SBCTA Program Management Consultant team member, and one Omnitrans representative. Each committee member thoroughly reviewed each proposal and independently scored each firm against the scoring criteria outlined in the RFP, which were: Qualifications, Related Experience and References - 30%, Proposed Staffing and Project Organization - 50%, and Work Plan - 20%. Minor variances in the criteria scores were noted and discussed. On January 20, 2022, the committee met and ranked the firms based on total score. As a result of the scoring, the firms were ranked in order of technical merit, and a short-list was developed. The firms short-listed and invited to interview were: Kleinfelder Construction Services, Inc., Jacobs Engineering Group, Inc., and Southstar Engineering and Consulting, Inc.

On February 1, 2022, interviews were conducted with the short-listed firms. At the completion of the interviews, the Evaluation Committee separately scored the interviews. The assigned weighting between the proposals and interviews was 40% and 60%, respectively.

After careful consideration of the presentation of the firms and responses to interview questions made by the Evaluation Committee, Kleinfelder Construction Services, Inc. is being recommended to be awarded for CM Services Contract No. 21-1002662. The firm ranked first in technical and overall score, and clearly demonstrated a thorough understanding of the scope of work and proposed an overall solid team.

Subsequent to the Evaluation Committee's recommendation for selection, staff negotiated the final cost and scope with Kleinfelder Construction Services, Inc. Staff recommends approval of CM Services Contract No. 21-1002662 with Kleinfelder Construction Services, Inc. for Construction Management Services on the West Valley Connector Project, for a total amount not-to-exceed \$13,582,301.73, to be funded with Federal Transit Authority Small Starts funding and Measure I Express Bus/Bus Rapid Transit Service Program funds.

Staff is also recommending that the Board approve a 10% contingency budget in the amount of \$1,358,230.17, to be released in accordance with SBCTA Procurement and Special Risk Assessment Policy No. 11000, VII.B.6.

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget.

Reviewed By:

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

Responsible Staff:

Victor Lopez, Director of Transit & Rail Programs

Approved
Board of Directors
Date: July 6, 2022

Witnessed By:

General Contract Information

Contract No: 21-1002662 Amendment No.: _____
 Contract Class: Payable Department: Transit
 Vendor No.: 02864 Vendor Name: Kleinfelder Construction Services, Inc.

Description: West Valley Connector Project- Construction Management Services

List Any Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	13,582,301.73	Original Contingency		\$	1,358,230.17
Prior Amendments		\$	-	Prior Amendments		\$	-
Current Amendment		\$	-				
Total/Revised Contract Value		\$	13,582,301.73	Total Contingency Value		\$	1,358,230.17
		Total Dollar Authority (Contract Value and Contingency)				\$	14,940,531.90

Contract Authorization

Board of Directors Date: 07/06/2022 Board Item # 8754

Contract Management (Internal Purposes Only)

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

Accounts Payable

Estimated Start Date: 07/06/2022 Expiration Date 07/06/2027 Revised Expiration Date: _____
 NHS: N/A QMP/QAP: N/A Prevailing Wage: N/A

							Total Contract Funding:		Total Contingency:	
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Lev	Revenue Code Name	\$		\$
GL: 6010	30	0315	0334	52001	42909020		initrans_17-1001638_FTA	13,582,301.73		1,358,230.17
GL: 4160	30	0315	0334	52001	41100000		MSI BRT	4,705,055.73		1,358,230.17
GL: _____	_____	_____	_____	_____	_____	_____	_____	8,877,246.00		-
GL: _____	_____	_____	_____	_____	_____	_____	_____	-		-
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GL: _____	_____	_____	_____	_____	_____	_____	_____	-		-
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GL: _____	_____	_____	_____	_____	_____	_____	_____	-		-
GL: _____	_____	_____	_____	_____	_____	_____	_____	-		-

Victor Lopez

Victor Lopez

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

Attachment: 21-1002662 CSS for WVC_ [Revision 2] (8754 : West Valley Connector - Award Construction Management Services Contract)

CONTRACT No. 21-1002662**BY AND BETWEEN****SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY****AND****KLEINFELDER CONSTRUCTION SERVICES, INC****FOR****CONSTRUCTION MANAGEMENT SERVICES FOR WEST VALLEY CONNECTOR**

This contract ("Contract") is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and Kleinfelder Construction Services, Inc. ("CONSULTANT"), whose address is 2280 Market Street, Suite 300, Riverside, CA. SBCTA and CONSULTANT are each a "Party" and are collectively the "Parties".

RECITALS:

WHEREAS, SBCTA requires Work as described in Exhibit A of this Contract and;

WHEREAS, CONSULTANT has confirmed that CONSULTANT has the requisite professional qualifications, personnel and experience and is fully capable and qualified to perform the services identified herein; and

WHEREAS, CONSULTANT desires to perform all Work identified herein and to do so for the compensation and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK

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

- 1.2 SBCTA's Project Manager for this Contract is Victor Lopez, or such other designee as shall be designated in written notice to CONSULTANT from time to time by the Executive Director of SBCTA or his or her designee. The Project Manager shall have authority to act on behalf of SBCTA in administering this Contract, including giving notices (including without limitation, notices of default and/or termination), technical directions and approvals, demanding performance and accepting work performed, but is not authorized to receive or issue payments or execute amendments to the Contract itself

ARTICLE 2. CONTRACT TERM

- 2.1 The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA's Procurement Analyst and shall continue in effect through July 6, 2027 or until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any work performed or costs incurred prior to issuance of the NTP.

ARTICLE 3. COMPENSATION

- 3.1 Total compensation to CONSULTANT for full and complete performance of the Scope of Work identified herein and in compliance with all the terms and conditions of this Contract, shall be on a Time & Materials basis for all obligations incurred in CONSULTANT's performance of Work, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by SBCTA), shall not exceed the amount set forth in section 3.2 below.
- 3.2 The total Contract Not-To-Exceed Amount is Thirteen Million Five Hundred Eighty-Two Thousand Three Hundred One Dollars and Seventy-Three (\$13,582,301.73). All Work provided under this Contract is to be performed as set forth in Exhibit A "Scope of Work", and shall be reimbursed pursuant to Exhibit B "Price Form". The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amounts identified in Exhibit B. Any travel expenses must be pre-approved by SBCTA and shall be reimbursed for per diem expenses at a rate not to exceed the currently authorized rates for state employees under the California Department of Human Resources rules. SBCTA will not reimburse CONSULTANT for any expenses not shown in Exhibit B or agreed to and approved by SBCTA as required under this Contract.

Escalation shall be at a specific rate, as shown on the Bureau of Labor Statistics Employment Cost Index for Total Compensation for private industry workers, Table 5, Private Industry Workers, Occupational Group "Professional and Related" or its successor. The Employment Cost Index will be annually adjusted, apply to total benefits for the private industry economic sector, not be seasonally adjusted, but will include a 12-month percent change. Escalation shall commence as of (July 1, 2023), and shall be applied each July 1st for the term of the Contract.

- 3.3 For personnel subject to prevailing wage rates as described in the California Labor Code, all wage increases that are the direct result of changes in the prevailing wage rates are reimbursable.
- 3.4 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Contract, shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.
- 3.4.1 CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 3.4.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31, or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be repaid by CONSULTANT to SBCTA.
- 3.5 Any Work provided by CONSULTANT not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be CONSULTANT's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.
- 3.6 All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE 4. TAXES, DUTIES AND FEES

Except to the extent expressly provided elsewhere in this Contract, CONSULTANT shall pay when due, and the compensation set forth herein shall be inclusive of all: a) local, municipal, State, and federal sales and use taxes; b) excise taxes; c) taxes on personal property owned by CONSULTANT; and d) other governmental fees and taxes or charges of whatever nature applicable to CONSULTANT to enable it to conduct business.

ARTICLE 5. AVAILABILITY OF FUNDS

The award and performance of this Contract is contingent on the availability of funds. If funds are not appropriated and/or allocated and available to SBCTA for the continuance of Work performed by CONSULTANT, Work directly or indirectly involved may be suspended or terminated by SBCTA at the end of the period for which funds are available. When SBCTA becomes aware that any portion of Work will or may be affected by a shortage of funds, it will promptly notify CONSULTANT. Nothing herein shall relieve SBCTA from its obligation to compensate CONSULTANT for Work already performed pursuant to this Contract. No penalty shall accrue to SBCTA in the event this provision is exercised.

ARTICLE 6. PERMITS AND LICENSES

CONSULTANT shall, without additional compensation, keep current all governmental permits, certificates and licenses (including professional licenses) and required registrations necessary for CONSULTANT to perform Work identified herein.

ARTICLE 7. DOCUMENTATION AND RIGHT TO AUDIT

- 7.1 CONSULTANT shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer. CONSULTANT shall provide SBCTA, Federal Transit Administration, the California State Auditor, or other authorized representatives of SBCTA, access to CONSULTANT's records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONSULTANT further agrees to maintain separate records for costs of Work performed by amendment. CONSULTANT shall allow SBCTA and its representatives or agents to reproduce any materials as reasonably necessary.
- 7.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA and/or any state or federal agency funding this Project at any time. After CONSULTANT receives any audit recommendations, the cost proposal shall be adjusted by CONSULTANT and approved by SBCTA's Project Manager to conform to the audit recommendations. CONSULTANT agrees that individual items of cost identified in the audit report may be incorporated into the Contract at SBCTA's sole discretion. Refusal by CONSULTANT to incorporate the audit or post award recommendations will be considered a breach of the Contract and cause for termination of the Contract. Any dispute concerning the audit findings of this Contract shall be reviewed by SBCTA's Chief Financial Officer. CONSULTANT may request a review by submitting the request in writing to SBCTA within thirty (30) calendar days after issuance of the audit report.
- 7.3 Subcontracts in excess of \$25,000 shall contain the provisions in this Article.

ARTICLE 8. RESPONSIBILITY OF CONSULTANT

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

safety, and environmental considerations. At any time during performance of the Work, should CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties, which could pose potential risk to SBCTA or the Project, CONSULTANT shall immediately document such matters and notify SBCTA in writing. CONSULTANT shall also similarly notify SBCTA in regard to the possibility of any natural catastrophe, potential failure, or any situation that exceeds environmental, design, and/or construction assumptions and could precipitate a failure of any structure or other part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

- 8.3 Intentionally Omitted
- 8.4 SBCTA shall advise CONSULTANT of their responsibility and collect the amount due, including but not limited to, withholding of payments, if the recoverable cost will exceed the administrative cost involved or is otherwise in SBCTA's best interest. SBCTA shall include in the Contract Audit File a written statement of the reasons for the decision to recover or not recover the costs from CONSULTANT.
- 8.5 CONSULTANT shall document the results of the Work to the satisfaction of SBCTA and, if applicable, the Federal Transit Administration (FTA) and California Public Utilities Commission (CPUC). This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of SBCTA's objectives.
- 8.6 As applicable, the responsible consultant/engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, certify as-built drawings, and where appropriate, indicate his/her California registration or license number.
- 8.7 CONSULTANT shall produce construction documents, specifically plans and specifications, which specify compliance with FTA, and Buy America requirements.

ARTICLE 9. REPORTING AND DELIVERABLES

All reports and deliverables shall be submitted in accordance with Exhibit A, "Scope of Work". At a minimum, CONSULTANT shall submit monthly progress reports with their monthly invoices. The progress reports shall be sufficiently detailed for SBCTA to determine if the CONSULTANT is performing to expectations or is on schedule to provide communication of interim findings, and to sufficiently address any difficulties or problems encountered, so remedies can be developed.

ARTICLE 10. TECHNICAL DIRECTION

- 10.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager. The term "Technical Direction" is defined to include, without limitation:
 - 10.1.1 Directions to CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Work.

- 10.1.2 Provision of written information to CONSULTANT which assists in the interpretation of drawings, reports, or technical portions of the Scope of Work described herein.
- 10.1.3 Review and, where required by the Contract, approval of technical reports, drawings, specifications and technical information to be delivered by CONSULTANT to SBCTA under the Contract.
- 10.1.4 SBCTA's Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications as defined herein are limited to: substitutions of personnel identified in this Contract, including Key Personnel and subconsultants; modifications to hourly rates, classifications, and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All administrative modifications shall be documented in writing between the Parties.
- 10.2 Technical Direction must be within the Scope of Work under this Contract. SBCTA's Project Manager does not have the authority to, and may not, issue any Technical Direction which:
 - 10.2.1 Increases or decreases the Scope of Work;
 - 10.2.2 Directs CONSULTANT to perform Work outside the original Scope of Work;
 - 10.2.3 Constitutes a change as defined in the "CHANGES" Article of the Contract;
 - 10.2.4 In any manner causes an increase or decrease in the Contract price as identified in Article 3, herein, or the time required for Contract performance;
 - 10.2.5 Changes any of the expressed terms, conditions or specifications of the Contract; unless identified herein;
 - 10.2.6 Interferes with the CONSULTANT's right to perform the terms and conditions of the Contract; or
 - 10.2.7 Approves any demand or claim for additional payment.
- 10.3 Failure of CONSULTANT and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or failure to agree upon the Contract action to be taken, shall be subject to the provisions of the "DISPUTES" Article herein.
- 10.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.
- 10.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager, in the manner prescribed by this Article and within its authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in 10.2.1 through 10.2.7 above, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or

direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from the CONSULTANT, SBCTA shall:

10.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of the CONSULTANT's letter that the Technical Direction either is or is not Technical Direction, as defined in 10.1 above, and within the Scope of Work.

10.5.2 Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

ARTICLE 11. CHANGES

11.1 The Work shall be subject to changes by additions, deletions, or revisions made by SBCTA. CONSULTANT will be advised of any such changes by written notification from SBCTA describing the change. This notification will not be binding on SBCTA until SBCTA's Awarding Authority has approved any amendment to this Contract.

11.2 Promptly after such written notification of change is given to CONSULTANT by SBCTA, the Parties will attempt to negotiate a mutually agreeable adjustment to compensation or time of performance, and amend the Contract accordingly.

ARTICLE 12. CONFLICT OF INTEREST

CONSULTANT agrees that it presently has no interest, financial or otherwise, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Work required under this Contract or be contrary to the interests of SBCTA as to the Project. CONSULTANT further agrees that in the performance of this Contract no person having any such interest shall be employed. CONSULTANT is obligated to fully disclose to SBCTA, in writing, any conflict of interest issues as soon as they are known to CONSULTANT. CONSULTANT agrees that it shall comply with all applicable provisions of SBCTA's Conflict of Interest Policy, No. 10102.

ARTICLE 13. KEY PERSONNEL

The personnel specified below are considered to be essential to the Work being performed under this Contract. Prior to diverting any of the specified individuals to other projects, or reallocating any tasks or hours of Work that are the responsibility of Key Personnel to other personnel, CONSULTANT shall notify SBCTA in writing and shall submit justifications (including proposed substitutions, resumes and payroll information to support any changes to the labor rate) in sufficient detail to permit evaluation of the impact on the Project. Diversion or reallocation of Key Personnel shall not be made without prior written consent of SBCTA, which shall not be unreasonably withheld. CONSULTANT shall not substitute any Key Personnel without the prior written consent of SBCTA. In the event that the Parties cannot agree as to the substitution of Key Personnel, SBCTA may terminate the Contract. Key Personnel are:

Name	Job Classification/Function
Marc McIntyre	Project Manager
Tyson Atwood	Resident Engineer
Keith Young	AQ Representative
Abel Moreno	Utility Coordinator
Jason Stack	Traffic Signal Systems Principal
Jennifer Purcell	Systems Manager

ARTICLE 14. REPRESENTATIONS

All Work supplied by CONSULTANT under this Contract shall be supplied by personnel who are qualified, careful, skilled, experienced and competent in their respective trades or professions. CONSULTANT agrees that they are supplying professional services, findings, and/or recommendations in the performance of this Contract and agrees with SBCTA that the same shall conform to professional and engineering and environmental principles and standards that are generally accepted in the profession in the State of California.

ARTICLE 15. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 15.1 If, as part of this Contract, CONSULTANT is required to produce materials, documents data, or information ("Products"), then CONSULTANT, if requested by SBCTA, shall deliver to SBCTA the original of all such Products, which shall become the sole property of SBCTA.
- 15.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of SBCTA.
- 15.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONSULTANT from or through SBCTA unless (a) the information was known to CONSULTANT prior to obtaining same from SBCTA; or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of the fault of or an unauthorized disclosure by CONSULTANT or its employees, agents, or subconsultants; or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONSULTANT shall not be publicly disclosed until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act or other law, or otherwise become public information through no fault of CONSULTANT, or its employees or agents.

- 15.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 15.5 All press releases or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by the Parties.
- 15.6 CONSULTANT, its employees, agents and subconsultants shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information ("PII") and/or Sensitive Security Information ("SSI") will be required to execute a Confidentiality Agreement.

ARTICLE 16. CONSTRUCTION CLAIMS.

- 16.1 If claims are filed by SBCTA's Construction Contractor and additional information or assistance from the CONSULTANT's personnel is required in order to evaluate or defend against such claims, CONSULTANT agrees to make its personnel available for consultation with SBCTA's construction contract administrator and legal staff, and for testimony, if necessary, at depositions, administrative proceedings, and trial or arbitration proceedings.
- 16.2 CONSULTANT's personnel that SBCTA considers essential to assist in defending against Construction Contractor claims will be made available on reasonable notice from SBCTA. Consultation or testimony will be reimbursed at the same rates, including travel costs, which are being paid for the CONSULTANT's personnel under this Contract.
- 16.3 Services of the CONSULTANT's personnel in connection with SBCTA's Construction Contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Contract in order to finally resolve the claims.

ARTICLE 17. TERMINATION

- 17.1 Termination for Convenience – SBCTA's Executive Director shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of Work and shall preserve Work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.
- 17.1.1 CONSULTANT shall deliver to SBCTA all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.

- 17.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
- 17.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.
- 17.2 Termination for Cause - In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed against CONSULTANT or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its subconsultants related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the Products and finished Work by whatever method SBCTA may deem expedient.
- 17.2.1 A waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, of the same or any other provision, nor be deemed to waive, amend, or modify this Contract.
- 17.2.2 CONSULTANT shall deliver to SBCTA all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA within ten (10) working days of said notice.
- 17.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONSULTANT be entitled to any payment for prospective profits on unperformed services or any damages because of such termination. All subcontracts in excess of \$25,000 shall contain the above provisions of this Article.

ARTICLE 18. STOP WORK ORDER

Upon failure of CONSULTANT or its subconsultants to comply with any of the requirements of this Contract, SBCTA shall have the right to stop any or all Work affected by such failure until such failure is remedied or to terminate this Contract in accordance with the Termination For Cause provisions of this Contract.

ARTICLE 19. CLAIMS

SBCTA shall not be bound to any adjustments in the Contract amount or schedule unless expressly agreed to by SBCTA in writing. SBCTA shall not be liable to CONSULTANT for any claim asserted by CONSULTANT after final payment has been made under this Contract.

ARTICLE 20. INSURANCE

20.1 CONTRACTOR shall furnish SBCTA with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page(s) of the CGL policy listing all policy endorsements, before work begins. SBCTA reserves the right to require full-certified copies of all Insurance coverages and endorsements. Prior to commencing the Work, at all times during the performance of the Work, and for such additional periods as required herein, CONTRACTOR shall, at CONTRACTOR's sole expense, procure and maintain insurance coverage with the following minimum requirements, and shall require all subcontractors of every tier performing any portion of the Work to procure and maintain such insurance as specified below:

20.1.1 Professional Liability. The policies must include the following:

A limit of liability not less than \$3,000,000 per claim

An annual aggregate limit of not less than \$9,000,000

Coverage shall be appropriate for the CONSULTANT's profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT's professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.

If Coverage is on a claims made basis:

Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.

CONSULTANT shall secure and maintain "tail" coverage for a minimum of five (5) years after Contract completion.

20.1.2 Workers' Compensation/Employer's Liability Insurance – The policies must include the following:

- Coverage A. Statutory Benefits
- Coverage B. Employer's Liability
- Bodily Injury by accident - \$1,000,000 per accident
- Bodily Injury by disease - \$1,000,000 policy limit/\$1,000,000 each employee
- There shall be no deductible or self-insured retention.

Such policies shall contain a waiver of subrogation in favor of the parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable

workers' compensation laws in effect during performance of the Work by CONSULTANT or any subconsultant of any tier. All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONSULTANT and all parties named as Indemnitees below. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

20.1.3 Commercial General Liability Insurance – A commercial general liability policy written on an occurrence form that shall provide coverage at least as broad as the coverage provided by ISO form CG 00 01. The Indemnified Parties shall be named, by specific endorsement, as additional insureds using ISO form CG 20 10 10 01 and ISO form CG 20 37 10 01, or their respective equivalent forms, to include completed operations coverage.

The commercial general liability policy shall:

- have a limit for any one occurrence or claim of not less than \$10,000,000 per occurrence and a \$10,000,000 annual general aggregate and completed operations aggregate, applicable solely to the construction of the Project;
- by endorsement or otherwise, provide a designated aggregate limit solely for the Project using ISO form CG 25 03 05 09 or equivalent form, unless a project-specific insurance policy is purchased;
- have no “contractor’s limitation” endorsements, as that term is defined, as of the date of this Agreement, in the Glossary of Insurance and Risk Management Terms published by the International Risk Management Institute, that have not been reviewed and approved by the Authority, including endorsements that limit coverage for earth movement or subsidence;
- have no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under an insured contract;
- have no exclusion for professional services except the latest ISO form CG 22 79 or CG 22 80 or both; and
- include products and completed operations liability coverage for a period of not less than (Five) 5 years following the last payment to consultant under this contract or any amendment to this contract.
- Completed operations coverage shall extend for as long as there is any exposure to liability under a statute of repose or any other applicable statute, either through continuous maintenance of completed operations coverage in the Contractor’s corporate insurance program or by purchase of extended completed operations for a project-specific policy. If coverage is maintained by continuous renewal, each subsequent general liability insurance policy issued through the statute of repose period, commencing with Final Completion, shall be endorsed with ISO form CG 20 37 10 01, or the equivalent, with the Indemnified Parties scheduled as additional insureds.

- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.
- All sub-contractors of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the CGL insurance coverage with limits not less than:
 - Each occurrence limit: \$1,000,000
 - General aggregate limit: \$2,000,000
 - Personal injury and advertising limit \$1,000,000
 - Products-completed operations aggregate limit \$2,000,000
 - All sub-consultants' and sub-subconsultants' deductibles or self-insured retentions must be acceptable to SBCTA's Risk Manager.

20.1.4 Umbrella/Excess CGL Insurance – The policy must include the following:

- If the CONSULTANT elects to include an umbrella or excess policy to cover any of the total limits required beyond their primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:
 - The umbrella or excess policy shall follow form over the CONSULTANT's primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
 - The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
 - The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
 - The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.

There shall be no statement limiting the coverage provided to the parties listed as additionally insureds or as indemnitees below.

20.1.5 Commercial Auto Liability – The policy must include the following:

- A total limit of liability of not less than **\$5,000,000** each accident. This total limits of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.

CONSULTANT waives all rights of subrogation against the Additional Insureds named below for recovery of loss, injury and/or damages to the extent such loss, injury and/or damages are covered by the commercial automobile liability insurance required herein. All subcontractors of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with the same waiver of subrogation in favor of all parties named as Indemnitees below and CONSULTANT.

- 20.1.6 Cyber Liability Insurance - appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA in the care, custody, or control of the CONSULTANT. If not covered under the CONSULTANT's liability policy, such "property" coverage of SBCTA may be endorsed onto the CONSULTANT's Cyber Liability Policy as covered property as follows:

Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA that will be in the care, custody, or control of CONSULTANT.

20.2 General Provisions

- 20.2.1 Qualifications of Insurance Carriers - If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VIII or better and if policies are written by insurance carriers that are non-admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-X or better, unless otherwise approved in writing by SBCTA's Risk Manager.

20.2.2 Additional Insured Coverage –

All policies, except those for Workers' Compensation insurance and Professional Liability, shall name San Bernardino County Transportation Authority, and Omnitrans, their officers, directors, members, employees, agents and volunteers, as additional insureds (the "Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability:

(a) Arising from any defective or substandard condition of the roadway/railway which existed at or prior to the time the CONSULTANT commenced work, unless such condition has been changed by the Work or the scope of the Work requires the CONSULTANT to maintain or modify existing roadway/railway facilities and the claim arises from the CONSULTANT's failure to maintain or modify; or

(b) For claims occurring after the Work is completed and accepted unless these claims are directly related to alleged acts or omissions of the CONSULTANT which occurred during the course of the Work; or

(c) To the extent prohibited by section 11580.04 of the Insurance Code.

20.2.3 Proof of Coverage – Evidence of insurance coverage binding must be submitted prior to the issuance of the Notice to Proceed, with all remaining insurance document submittal requirements being met within thirty (30) days after notice of award. Prior to commencing any Work, CONSULTANT shall furnish SBCTA with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth in this Article. Certificates of Insurance, as evidence of required insurance for all policies, shall set forth deductible amounts applicable to each policy and list all exclusions which are added by endorsement to each policy, and shall also include the Contract Number on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) days of a written request by SBCTA.

20.2.4 Deductibles and Self-Insured Retention - Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONTRACTOR shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONTRACTOR will pay, and shall require its sub-CONTRACTORS to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. Without SBCTA's Risk Manager's expressed written approval, no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$100,000 , the CONTRACTOR shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONTRACTOR shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion, deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONTRACTOR. The Contractor's policies will neither obligate nor prohibit SBCTA, or any other Additional Insured, from paying any portion of any Contractor's deductible or SIR.

- 20.2.5 CONSULTANT's and Subconsultants' Insurance Will Be Primary - All policies required to be maintained by the CONSULTANT or any subconsultant with the exception of Professional Liability and Worker's Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13, to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) shall contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 20.2.6 Waiver of Subrogation Rights - To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other CONSULTANT, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subcontractors of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.
- 20.2.7 Non-Limitation of Insurance Requirements - The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the CONSULTANT's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the CONSULTANT shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the CONSULTANT is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the CONSULTANT arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Subconsultant. The CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.
- 20.2.8 Cancellation - If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for

nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at procurement@gosbcta.com, to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.

- 20.2.9 Project Specific Insurance - All insurance coverage required to be provided by CONSULTANT, with the exception of automobile liability and worker's compensation, shall apply specifically and exclusively for the Project and extend to all aspects of the Work, with coverage limits dedicated solely to the Project. Use of other insurance programs is acceptable, provided that coverage under such programs provides dedicated Project-specific limits and identified premiums and meets all requirements described in contract.
- 20.2.10 No Representations or Warranties - SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONSULTANT against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.
- 20.2.11 Enforcement - SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or terminate this Contract for cause. The insurance required or provided shall in no way limit or relieve the CONSULTANT of its duties and responsibilities under the Contract, including but not limited to, the obligations to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as is available to it under any other provision of the contract or law. Nothing contained herein shall relieve CONSULTANT, or any subcontractor of any tier, of their obligations to exercise due care in the performance of their duties in connection with the Work and to complete the Work in strict compliance with the Contract Documents. For the duration of the Contract, until acceptance of the Project, CONSULTANT shall have full and complete charge and care of, and shall bear all risk of loss of and injury or damage to the Work or any portion thereof (including SBCTA-furnished supplies, material, equipment or other items to be utilized with or incorporated in the Work by CONSULTANT while at the Project site) to the fullest extent of the law. CONSULTANT shall rebuild, repair, restore and make good losses of, and injuries or damages to, the Work or any portion thereof (including SBCTA-furnished supplies, material, equipment or other items at the

Project site to be utilized with or incorporated in the Work by CONSULTANT) before Final Completion of the Work.

- 20.2.12 No Waiver - Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 20.2.13 Subcontractors' Insurance - Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce the types and the amounts of insurance limits provided by subconsultants to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.
- 20.2.14 Review of Coverage – SBCTA may at any time review the coverage, form, and amount of insurance required under this contract, and may require the CONSULTANT to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk that exists at that time. SBCTA may change the insurance coverages and limits required under this contract by notice to the CONSULTANT, whereupon the CONSULTANT will, within sixty (60) days of such notice date, procure the additional and/or modified insurance coverages. Upon such change any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Change Order.

ARTICLE 21. INDEMNITY

- 21.1 To the extent, but only to the extent, that CONSULTANT's Work falls within the scope of Civil Code Section 2782.8, the following is applicable:

CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by SBCTA) San Bernardino County Transportation Authority and Omnitrans and their officers, directors, members, employees, agents and volunteers (collectively the "Indemnitees") from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to, or are related to but only to the proportionate extent caused by the negligence, recklessness, or willful misconduct of the design professional.

- 21.2 For all other Work, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless the Indemnitees, from any and all claims, actions, losses, damages and/or liability ("Claims") arising out of or related to any intentional, reckless or negligent act or omission of consultant or any of its officers, employees, agents, subconsultants or volunteers and for any costs or expenses incurred by SBCTA on account of any such Claims except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. CONSULTANT's indemnification obligation applies to SBCTA's "active" as well as "passive" negligence but does not apply to SBCTA's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

ARTICLE 22. ERRORS AND OMISSIONS

CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all Work required under this Contract. CONSULTANT shall be liable for SBCTA's costs resulting from errors or deficiencies in Work furnished under this Contract, including but not limited to any fines, penalties, damages, and costs associated with a modification to a construction contract required because of an error or deficiency in the Work provided by CONSULTANT under this Contract.

ARTICLE 23. OWNERSHIP OF DOCUMENTS

All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by CONSULTANT under this Contract shall become the sole property of SBCTA when prepared, whether delivered to SBCTA or not.

ARTICLE 24. SUBCONTRACTS

- 24.1 CONSULTANT shall not subcontract performance of all or any portion of Work under this Contract, except to those subconsultants listed in the CONSULTANT's proposal, without first notifying SBCTA, in writing, of the intended subcontracting and obtaining SBCTA's written approval of the subcontracting and the subconsultant. The definition of subconsultant and the requirements for subconsultants hereunder shall include all subcontracts at any tier.
- 24.2 CONSULTANT agrees that any and all subconsultants of CONSULTANT performing Work under this Contract will comply with the terms and conditions of this Contract applicable to the portion of Work performed by them. CONSULTANT shall incorporate all applicable provisions of this Contract into their subcontracts regardless of the tier. If requested by SBCTA, CONSULTANT shall furnish SBCTA a copy of the proposed subcontract for SBCTA's approval of the terms and conditions thereof and shall not execute such subcontract until SBCTA has approved such terms and conditions. SBCTA's approval shall not be unreasonably withheld.
- 24.3 Approval by SBCTA of any Work to be subcontracted and the subconsultant to perform said Work will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said Work. Any substitution of subconsultants must be approved in writing by SBCTA. CONSULTANT shall have the sole responsibility for managing of their subconsultants, including resolution of any disputes between CONSULTANT and its subconsultants.

ARTICLE 25. INSPECTION OF OPERATIONS

SBCTA, its designees, representatives and agents shall at all times have access during normal business hours to CONSULTANT's operations and products wherever they are in preparation or progress, and CONSULTANT shall provide sufficient, safe, and proper facilities for such access and inspection thereof. Inspection or lack of inspection by SBCTA shall not be deemed to be a waiver of any of their rights to require CONSULTANT to comply with the Contract or to subsequently reject unsatisfactory Work or products.

ARTICLE 26. INDEPENDENT CONTRACTOR

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

ARTICLE 27. ATTORNEY'S FEES

If any legal action is instituted to enforce or declare any Party's rights under the Contract, each Party, including the prevailing Party, must bear its own costs and attorneys' fees. This Article shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a Party hereto and payable under the "Indemnity" provision of the Contract.

ARTICLE 28. GOVERNING LAW AND VENUE

This Contract shall be subject to the law and jurisdiction of the State of California. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any Party to this Contract will be the Superior Court of California, San Bernardino County. Each Party hereby waives any law or rule of court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County.

ARTICLE 29. FEDERAL, STATE AND LOCAL LAWS

CONSULTANT warrants that in the performance of this Contract, it shall comply with all applicable federal, State and local laws, ordinances, rules and regulations.

ARTICLE 30. PRECEDENCE

- 30.1 The Contract consists of the Contract Articles, Exhibit A - Scope of Work, Exhibit B -Cost Proposal, SBCTA's Request For Proposal, and CONSULTANT's proposal, all of which are incorporated in this Contract by this reference.
- 30.2 The following order of precedence shall apply: first, the Contract Articles; second, Exhibits A and B; third, SBCTA's Request For Proposal; and last, CONSULTANT's Proposal. In the event of a conflict between the Contract Articles and the Scope of Work, the Contract Articles will prevail.
- 30.3 In the event of an express conflict between the documents listed in this Article, or between any other documents which are a part of the Contract, CONSULTANT shall notify SBCTA in writing within three (3) business days of its discovery of the conflict and shall comply with SBCTA's resolution of the conflict.

ARTICLE 31. COMMUNICATIONS AND NOTICES

Notices sent by mail shall be by United States Mail, postage paid, certified mail (return receipt requested). Any and all notices permitted or required to be given hereunder shall be deemed duly given and received: (a) upon actual delivery, if delivery is personally made or if made by fax or email during regular business hours; (b) the first business day following delivery by fax or email when made not during regular business hours; or (c) the fourth business day following deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. CONSULTANT shall notify SBCTA of any contact information changes within ten (10) business days of the change.

To KLEINFELDER CONSTRUCTION SERVICES	To SBCTA
2280 Market Street, Suite 300	1170 W. 3rd Street, 2nd Floor
Riverside, CA 92501	San Bernardino, CA 92410-1715
Attn: Marc McIntyre	Attn: Victor Lopez
Email: MMcintyre@kleinfelder.com	Email: vlopez@gosbcta.com
Phone: (951) 801-3681	Phone: (909) 884-8276
	Copy: Procurement
	Email: procurement@gosbcta.com

ARTICLE 32. DISPUTES

- 32.1 In the event any dispute, other than an audit, arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, Work to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA's Procurement Manager within thirty (30) calendar days after notice thereof in writing which shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have ten (10) calendar days after receipt of the decision in which to file a written appeal with SBCTA's Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such dispute may be reviewed by a court of competent jurisdiction.
- 32.2 During resolution of the dispute, CONSULTANT shall proceed with performance of the Contract with due diligence.

ARTICLE 33. GRATUITIES

CONSULTANT, its employees, agents, or representatives shall not offer or give to any officer, official, agent or employee of SBCTA any gift, entertainment, payment, loan, or other gratuity.

ARTICLE 34. REVIEW AND ACCEPTANCE

All Work performed by CONSULTANT shall be subject to periodic review and approval by SBCTA at any and all places where such performance may be carried on. Failure of SBCTA to make such review, or to discover defective work, shall not prejudice the rights of SBCTA at the time of final acceptance. All Work performed by CONSULTANT shall be subject to periodic and final review and acceptance by SBCTA upon completion of all Work.

ARTICLE 35. CONFIDENTIALITY

Any SBCTA communications or materials to which CONSULTANT or its subconsultants or agents have access, or materials prepared by CONSULTANT under the terms of this Contract, shall be held in confidence by CONSULTANT, who shall exercise reasonable precautions to prevent the disclosure of confidential information to anyone except as expressly authorized by SBCTA. Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine, and shall be confidential. CONSULTANT shall not release any reports, information or promotional material or allow for the use of any photos related to this Contract for any purpose without prior written approval of SBCTA. CONSULTANT agrees to inform itself and make its employees, agents, and subconsultants aware of the requirements of SBCTA's privacy and confidentiality policies and to abide by the same. CONSULTANT further agrees to require all employees, agents, and subconsultants assigned to any SBCTA project or task to sign a SBCTA Confidentiality Agreement as directed by SBCTA personnel.

ARTICLE 36. EVALUATION OF CONSULTANT

CONSULTANT's performance may be evaluated by SBCTA periodically throughout the Contract performance period, such as at the completion of certain milestones as identified in Exhibit A and/or at the completion of the Contract. A copy of the evaluation will be given to CONSULTANT for their information. The evaluation information shall be retained as part of the Contract file and may be used to evaluate CONSULTANT if they submit a proposal on a future RFP issued by SBCTA.

ARTICLE 37. SAFETY

CONSULTANT shall strictly comply with all OSHA regulations, local, municipal, state, and federal safety and health laws, orders and regulations applicable to CONSULTANT's operations in the performance of Work under this Contract. CONSULTANT shall comply with safety instructions issued by SBCTA and their representatives. CONSULTANT personnel shall wear personnel protective equipment (PPE) at all times while on the Project construction site. For work around an active railroad, CONSULTANT and all subconsultants shall comply with the operating railroads PPE requirements. At a minimum, PPE shall consist of hard hats, orange reflectorized safety vests and safety glasses.

ARTICLE 38. DRUG FREE WORKPLACE

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

ARTICLE 39. ASSIGNMENT

CONSULTANT shall not assign this Contract in whole or in part, voluntarily, by operation of law, or otherwise, without first obtaining the written consent of SBCTA. SBCTA's exercise of consent shall be within its sole discretion. Any purported assignment without SBCTA's prior written consent shall be void and of no effect, and shall constitute a material breach of this Contract. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the Parties.

ARTICLE 40. DEBARMENT AND SUSPENSION CERTIFICATION

40.1 This Contract is a covered transaction for purposes of 2 CFR Part 180, as supplemented by 2 CFR Part 1200. As such, CONSULTANT verifies that neither the CONSULTANT, its principals, as defined at 2 CFR 180.995, nor affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940 and 180.935. CONSULTANT is required to comply with 2 CFR 180, Subpart C, and must include the requirement to comply with the requirements of 2 CFR 180, Subpart C in any lower tier covered transaction it enters into.

40.2 By signing this Contract CONSULTANT certifies as follows:

This certification is a material representation of fact relied upon by SBCTA. If it is later determined that CONSULTANT knowingly rendered an erroneous certification, in addition to remedies available to SBCTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. CONSULTANT agrees to comply with the requirements of 2 CFR 180, Subpart C throughout the term of this Contract and to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE 41. PREVAILING WAGE RATES

41.1 CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Sections 1770 et seq., and all Federal, State, and local laws and ordinances applicable to the Work.

41.2 Any subcontract entered into as a result of this Contract, if for more than \$25,000 for public works construction, alteration, demolition, installation or repair, or more than \$15,000 for the maintenance of public works, shall contain all of the provisions of this Article.

ARTICLE 42. CONTINGENT FEE

CONSULTANT warrants, by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, SBCTA has the right to terminate the Contract without liability, pay only for the value of the Work actually performed, or in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 43. FORCE MAJEURE

CONSULTANT shall not be in default under this Contract in the event that the Work performed by CONSULTANT is temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, and natural disasters such as floods, earthquakes, landslides, and fires, or other catastrophic events which are beyond the reasonable control of CONSULTANT and which CONSULTANT could not reasonably be

expected to have prevented or controlled. “Other catastrophic events” does not include the financial inability of CONSULTANT to perform or failure of CONSULTANT to obtain either any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of CONSULTANT.

ARTICLE 44. WARRANTY

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

ARTICLE 45. CIVIL RIGHTS

45.1 Nondiscrimination. During the term of this Contract, CONSULTANT shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military or veteran status. CONSULTANT agrees to comply with the provisions of Title VI of the Civil Rights Act, as amended, 42 U.S.C. sec. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C sec. 6102, section 202 of the Americans With Disabilities Act of 1990, 42 U.S.C. sec. 12132 and Federal transit law at 49 U.S.C. sec. 5332, and other applicable Federal, State and local laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. In addition, CONSULTANT agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

45.2 Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying Contract.

45.2.1 Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. sec. 2000e et seq., and Federal transit laws at 49 U.S.C. sec. 5332, CONSULTANT agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaking in the course of the Project. CONSULTANT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, CONSULTANT agrees to comply with any implementing requirement FTA may issue.

45.2.2 Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. sec. 623 and Federal transit law at 49 U.S.C. sec. 5332, CONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, CONSULTANT agrees to comply with any implementing requirements FTA may issue.

45.2.3 Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C, sec. 12112, CONSULTANT agrees that it will comply with the requirement of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, CONSULTANT agrees to comply with any implementing requirements FTA may issue.

45.3 CONSULTANT shall include the requirements of this Article in each of its subcontracts.

ARTICLE 46. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period due to CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE 47. CONFLICT OF INTEREST

47.1 CONSULTANT shall disclose any financial, business, or other relationship with SBCTA that may have an impact upon the outcome of this Contract, or any ensuing SBCTA construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Contract, or any ensuing SBCTA construction project, which will follow.

47.2 CONSULTANT hereby certifies that it does not now have, nor shall it acquire, any financial or business interest that would conflict with the performance of services under this Contract.

47.3 Any subcontract in excess of \$25,000 entered into as a result of this Contract shall contain all of the provisions of this Article.

47.4 CONSULTANT hereby certifies that neither CONSULTANT nor any firm affiliated with CONSULTANT will bid on any construction contract or any contract to provide construction inspection for any construction project resulting from this Contract. An affiliated firm is one which is subject to the control of the same persons through joint-ownership or otherwise.

47.5 Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this Contract shall be eligible to bid on any construction contract, or any contract to provide construction inspection for any construction project resulting from this Contract.

- 47.6 Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing services on this Contract shall have provided services on the design of any project included within this Contract.

ARTICLE 48. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

ARTICLE 49. PROHIBITION OF EXPENDING SBCTA, STATE OR FEDERAL FUNDS FOR LOBBYING

- 49.1 CONSULTANT certifies, to the best of his or her knowledge and belief, that:

49.1.1 No state, federal or local agency appropriated funds have been paid, or will be paid, by or on behalf of CONSULTANT, to any person for influencing or attempting to influence an officer or employee of an agency, Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract, the making of any state or federal grant, the making of any state or federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, or loan, or cooperative agreement.

49.1.2 If any funds other than federal appropriated funds have been paid, or will be paid, to any person for making lobbying contacts to, influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- 49.2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. sec. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 49.3 CONSULTANT shall require that the language of this Article be included in all lower-tier subcontracts exceeding \$100,000, and that all such subconsultants shall certify and disclose accordingly.

ARTICLE 50. INCORPORATION OF FTA TERMS

All contractual provisions required by Department of Transportation (DOT) as set forth in Federal Transit Administration (FTA) Circular 4220.1F, as amended, whether or not expressly set forth in this Contract, are hereby incorporated by reference into this Contract. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. CONSULTANT shall not perform any act, fail to perform any act, or refuse to comply with any SBCTA requests which would cause the designated recipient, subrecipient or SBCTA to be in violation of the FTA terms and conditions. If SBCTA determines that a Contract amendment expressly setting forth FTA-required terms is convenient or necessary for SBCTA's receipt or use of FTA funding for this Contract or the Project, CONSULTANT agrees to promptly execute such an amendment to this Contract. CONSULTANT's failure to execute such amendment within ten business days after SBCTA provides CONSULTANT with such amendment shall be a material breach of this Contract.

ARTICLE 51. FEDERAL CHANGES

CONSULTANT shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the agreement between direct recipient or subrecipient and FTA, as they may be amended or promulgated from time to time during the term of this Contract. CONSULTANT's failure to comply shall constitute a material breach of this contract.

ARTICLE 52. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

SBCTA and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to SBCTA, CONSULTANT, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from the underlying Contract. CONSULTANT agrees to include these requirements in all of its subcontracts.

ARTICLE 53. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- 53.1 CONSULTANT acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Accordingly, by signing this Contract CONSULTANT certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA-assisted Project for which this Contract work is being performed. In addition to other penalties that may be applicable, CONSULTANT acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose penalties of the Program Fraud Civil Remedies Act of 1986 on CONSULTANT to the extent the Federal Government deems appropriate.

53.2 CONSULTANT also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under this Contract connected with a project that is financed in whole or part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307 et seq., the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5323(1) (1) et seq. on CONSULTANT, to the extent the Federal Government deems appropriate.

53.3 CONSULTANT shall include the requirements of this Article in all of its subcontracts.

ARTICLE 54. RECYCLED PRODUCTS

CONSULTANT shall comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. sec. 6962), including but not limited to U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 CFR part 247, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. CONSULTANT agrees to include this requirement in all of its subcontracts.

ARTICLE 55. ENERGY CONSERVATION REQUIREMENTS

CONSULTANT shall comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

ARTICLE 56. CLEAN AIR

CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended. CONSULTANT shall report each violation to SBCTA, who will in turn report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. CONSULTANT agrees to include this requirement in all of its subcontracts which exceed \$100,000.

ARTICLE 57. CLEAN WATER REQUIREMENTS

CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. CONSULTANT shall report each violation to SBCTA and understands and agrees that SBCTA will, in turn, report each violation as required to assure notification to FTA and appropriate EPA Regional Office. CONSULTANT agrees to include this requirement in all of its subcontracts which exceed \$100,000.

ARTICLE 58. FLY AMERICA REQUIREMENTS

CONSULTANT agrees to comply with 49 U.S.C. § 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for the U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. CONSULTANT shall submit,

if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. CONSULTANT agrees to include the requirements of this Article in all subcontracts that may involve international air transportation.

ARTICLE 59. SEISMIC SAFETY REQUIREMENTS

CONSULTANT agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. CONSULTANT also agrees to ensure that all work performed under this Contract including work performed by a subconsultant is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the Project.

ARTICLE 60. DISADVANTAGED BUSINESS ENTERPRISE

SBCTA, as the sub-recipient of federal funds, is required to comply with any requirements established by the main recipient (Omnitrans) to involve Disadvantaged Business Enterprises (DBEs) to the maximum extent feasible in all phases of its procurement practices. The CONSULTANT must certify that it has complied with the requirements of 49 CFR Part 26. The CONSULTANT shall have on file with the FTA an approved or non-disapproved annual DBE subcontracting participation goal program.

The CONSULTANT agrees to ensure that DBEs as defined in 49 CFR Part 26 have the opportunity to participate in the performance of Subcontracts financed in whole or in part with Federal funds provided under the Contract. In this regard, the CONSULTANT shall take all reasonable steps in accordance with 49 CFR Part 26 so that DBEs have the opportunity to compete for and perform the Work. The CONSULTANT shall not discriminate on the basis of race, color, religion, sex, age or national origin, in the award and performance of DOT-assisted contracts.

The CONSULTANT shall supply sufficient information in its payment applications and supporting documentation to enable SBCTA and the FTA to assess whether CONSULTANT is complying with its DBE goals. The CONSULTANT shall comply with its FTA approved or non-disapproved DBE goal program.

ARTICLE 61. ENTIRE DOCUMENT

- 61.1 This Contract constitutes the sole and only agreement governing the Work and supersedes any prior understandings, written or oral, between the Parties respecting the Project. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been expressly incorporated into this Contract.
- 61.2 No agent, official, employee or representative of SBCTA has any authority to bind SBCTA to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.

61.3 Both Parties have been represented or had the full opportunity to be represented by legal counsel of their own choosing in the negotiation and preparation of this Contract. Therefore, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either Party.

ARTICLE 61. CONTRACT

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

ARTICLE 62. EFFECTIVE DATE

The date that this Contract is executed by SBCTA shall be the Effective Date of the Contract.

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

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

**KLEINFELDER
SERVICES, INC.**

CONSTRUCTION

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Marc McIntyre
Vice President

Date: _____

By: _____
Art Bishop
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

CONCURRENCE

By: _____
Shaneka Morris
Procurement Manager

Date: _____

Attachment: 21-1002662 (8754 : West Valley Connector - Award Construction Management Services Contract)

EXHIBIT "A"
SCOPE OF WORK

INTRODUCTION

1.1 West Valley Connector Project

The San Bernardino County Transportation Authority (SBCTA), along with the public transit operator Omnitrans, are implementing Phase 1 of the West Valley Connector (WVC) Bus Rapid Transit (BRT) Project (Project), linking the City of Pomona in Los Angeles County with the cities of Montclair, Ontario, and Rancho Cucamonga, in San Bernardino County, California.

The Project is a 19-mile corridor from downtown Pomona to Victoria Gardens in Rancho Cucamonga, located primarily along Holt Avenue/Boulevard and Foothill Boulevard, which will connect the cities of Pomona, Montclair, Ontario, and Rancho Cucamonga in the counties of Los Angeles and San Bernardino, California. The Project will provide limited stops, allowing speed and quality improvements to the public transit system within the corridor. The goals of the Project are to provide enhanced transit service in the most heavily traveled corridor in Omnitrans' service area, and to provide multimodal connectivity with Omnitrans' local bus services, Metrolink commuter rail services (at two stations), and neighboring Foothill Transit, Riverside Transit, and LA Metro transit services, and faster travel to and from the Ontario International Airport.

The Project includes the following elements:

- 19-mile corridor serving Pomona, Montclair, Ontario and Rancho Cucamonga, as well as the Ontario International Airport and two Metrolink stations;
- “sbX branded” BRT limited stop service with 14 service hours per day on weekdays;
- 10-minute peak and 15-minute off-peak headways;
- 3.5 miles of dedicated bus lanes with five center median stations on Holt Boulevard in the City of Ontario;
- 33 station platforms at 21 station locations/major intersections spaced 0.5-mile to 1-mile apart. Station design elements include sbX-branded pylons with logo poles and signature lights, benches, trash receptacles, bicycle racks, variable message signs (e-signs) to display real-time bus arrival information, security cameras, light fixtures, shelters/canopies with wind screens, and landscaping;
- Transit signal priority (with signal coordination);
- 40-foot battery-operated Electric Buses with sbX branding;
- Street improvements as needed, including utility improvements and reinforced concrete bus pads at stations; and
- Improvement of existing maintenance facility, as well as charging infrastructure to support the corridor BRT operations and new electric buses.

The Project's fleet is comprised of 40-foot-long electric battery powered zero emission buses with sbX branding. The buses have a third door on the left side for boarding at center station platforms. En-route charging infrastructure will be constructed at Pomona Transit Center.

All sbX West Valley Connector Line vehicles will be maintained and stored at the Montclair, West Valley (W.V.) maintenance facility located at 4748 East Arrow Highway, Montclair, CA. This facility will be upgraded to accommodate the new sbX West Valley Connector Line fleet of 18 40-foot electric buses and their maintenance and charging needs. Overhead charging infrastructure will also

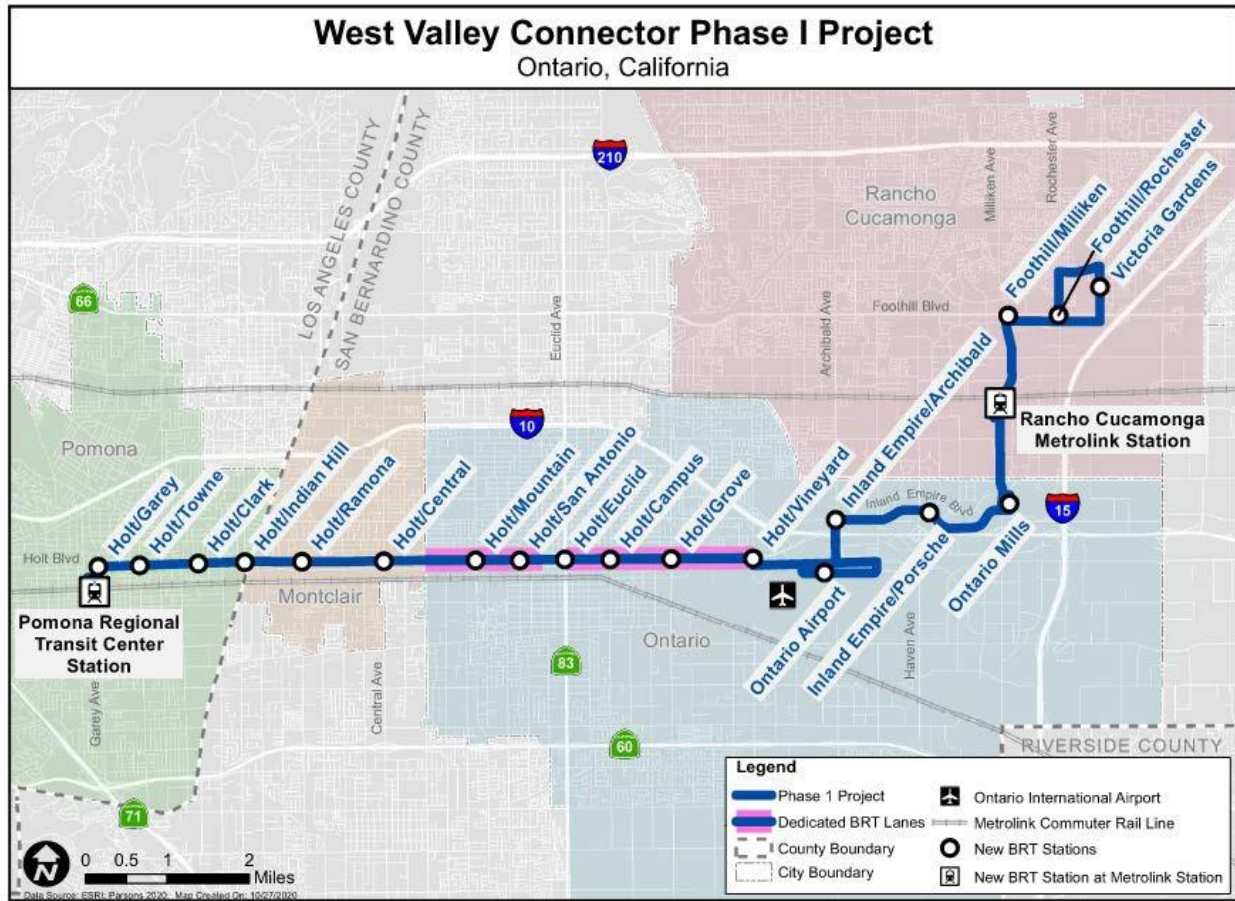
be constructed at the Pomona Transit Center. Omnitrans will separately procure construction of the upgrades to the bus maintenance facility. Construction management services for the improvements at the existing maintenance facility are part of the Construction Management Consultant (CMC) scope of work. This will require the CMC to establish a separate CCO approval process, and use separate forms, as directed by Omnitrans.

The BRT line will be operated by Omnitrans and is scheduled to begin operation in 2025. Phase 1 of the corridor overlaps with segments of two of Omnitrans' highest-ridership bus routes, Route 61 on Holt Boulevard and Route 66 on Foothill Boulevard. These two corridors were among the ten planned BRT corridors proposed in the *Omnitrans System-Wide Transit Corridors Plan for the San Bernardino Valley* (2011). Omnitrans' first BRT corridor, the successful 15.7-mile sbX E Street Green Line, received a \$75M Small Starts grant and began revenue operations in April 2014, serving the cities of San Bernardino and Loma Linda. The West Valley Connector will be the second BRT corridor to be implemented in the Omnitrans service area.

SBCTA and Omnitrans will use the services of a CMC, who will provide construction management services for the Project, including construction of the corridor improvements and the bus facility upgrades, and work with other consultants to complete the Project.

1.2 Project Alignment

In Pomona, the alignment starts from the Pomona Regional Transit Center station, along Holt Avenue and into the City of Montclair. In Montclair, the alignment runs on Holt Boulevard between Mills Avenue and Benson Avenue and into the City of Ontario. In Ontario, the alignment continues on Holt Boulevard, starting from Benson Avenue, and then continues to Vineyard Avenue and into Ontario International Airport (loop through Terminal Way). From the airport, it heads north on Archibald Avenue to Inland Empire Boulevard and turns right to go east on Inland Empire Boulevard. On Inland Empire Boulevard, the alignment goes straight into Ontario Mills (loop through Mills Circle), and then heads north on Milliken Avenue into the City of Rancho Cucamonga. In Rancho Cucamonga, the alignment makes a loop into the Rancho Cucamonga Metrolink Station off Milliken Avenue and then continues up Milliken Avenue and turns east onto Foothill Boulevard. The alignment continues east on Foothill Boulevard, turns north onto Day Creek Boulevard, and then terminates with a layover at Victoria Gardens at Main Street. From Victoria Gardens, the alignment begins a return route by continuing north on Day Creek Boulevard, turns west onto Church Street, turns south onto Rochester Avenue, and then turns west back onto Foothill Boulevard, then down Milliken.



1.3 Project Stations

The BRT stations are located at 22 locations/major intersections and include five center platform stations, denoted below with an “*”.

City	Stations
Pomona	Pomona Regional Transit Center Station
	Holt Ave/Garey Ave
	Holt Ave/Towne Ave
	Holt Ave/Clark Ave
	Holt Ave/Indian Hill Blvd
Montclair	Holt Blvd/Ramona Ave
	Holt Blvd/Central Ave
Ontario	Holt Blvd/Mountain Ave*
	Holt Blvd/San Antonio Ave*
	Holt Blvd/Euclid Ave*
	Holt Blvd/Campus Ave*

	Holt Blvd/Grove Ave*
	Holt Blvd/Vineyard Ave
	Ontario International Airport (Two stations)
	Inland Empire Blvd/Archibald Way
	Inland Empire Blvd/Porsche Way
	Ontario Mills
Rancho Cucamonga	Rancho Cucamonga Metrolink Station
	Foothill Blvd/Milliken Ave
	Foothill Blvd/Rochester Ave
	Victoria Gardens between North and South Main St

1.4 Project Fleet and Maintenance Facilities

The Project's fleet is comprised of 40-foot-long electric battery powered zero emission buses with San Bernardino Valley Express (sbX) branding. sbX buses will hold approximately 96 passengers at maximum capacity.

Omnitrans operates and maintains its existing bus fleets from two major Operations and Maintenance (O&M) facilities: East Valley Vehicle Maintenance Facility (EVVMF), located at 1700 W. 5th Street in the City of San Bernardino, and West Valley Vehicle Maintenance Facility (WVVMF), located at 4748 E. Arrow Highway in the City of Montclair. The WVVMF facility will be upgraded as part of the Project to accommodate the new sbX WVC Line fleet of 18 40-foot electric buses and their maintenance and charging needs. In addition, en-route charging infrastructure will be constructed at Pomona Transit Center.

1.5 Project Schedule

The current schedule for the Project reflects a revenue service date of *Summer 2025*. To that end, SBCTA intends to award a construction contract for the mainline in *October 2022* and issue notice to proceed in *December 2022*. Omnitrans intends to release an Invitation for Bids for maintenance facility upgrades in *July 2022* and award the contract in *January 2023*. Other key Project dates are anticipated as follows.

Phase/Project Component	Start	Finish
Environmental Analysis	November 2015	June 2020
Final Design	March 2020	April 2022
Right of Way	October 2020	January 2023

Utilities	January 2021	October 2023
Maintenance Facility Upgrades	July 2022	August 2024
Construction Mainline	December 2022	December 2024
Vehicle Procurement	April 2022	September 2024
Anticipated Start of Revenue Service	Summer 2025	

1.6 Project Costs and Funding

The overall program cost estimate for the Project is approximately \$287.5 million. The Project is funded with various Federal, State and local funding sources. The construction cost for the maintenance facility and mainline corridor are shown below:

PROJECT COSTS

Description	Amount (\$)
Construction Capital - Mainline	\$97,723,496
Construction Capital – Maintenance Facility	\$4,186,000

1.7 Summary of CMC Services

The CMC will provide qualified construction management and inspection, materials testing, and contract administration for the entire Project as outlined in this Scope of Work.

The construction administration function is to assure compliance with the technical and administrative provisions of each construction contract. The CMC will review and update the Construction Management Plan (CMP) as necessary. The plan will detail safety, quality, change management, cost control of all construction activities and contract administration. The CMP will be implemented in conformance with all federal and state regulations, including quality assurance, quantity control, materials testing, source inspection, structural and architectural inspection, and compliance with county, state and federal requirements covering contract procedures and fair employment.

The CMC will oversee the construction of the Project. The CMC is responsible for overseeing the activities of all the construction work by the general contractors. SBCTA intends to award one construction contract for the mainline and Omnitrans intends to award one construction contract for the maintenance facility (individually, “Construction Contractor” and collectively, “Construction Contractors”). The CMC will support both as a single Project. The intent is to bring on the CMC to assist with a bid-ability review and to allow the CMC team to be familiar with the Project and organizationally prepared for the start of construction. The CMC will provide oversight of early utility relocation if necessary.

1.8 Reporting Structure and Other Project Consultants

The CMC will report to and receive direction from SBCTA through the PMC Project Manager in accordance with the Project Management Plan, which is attached hereto and incorporated by reference herein. The PMC Project Manager is responsible for coordination of all SBCTA construction activities and for coordinating the efforts of the total construction team. The PMC Project Manager will be the main contact and primary source of information between the CMC and SBCTA and other consultants working on the Project, and Project stakeholders.

WSP USA is the Project Management Consultant (PMC) for the Project. The PMC provides project management, oversight, expertise and technical support to ensure that the Project advances through the project development, engineering, and construction phases and is ready for revenue service operations. The PMC will serve as integrated staff resources to SBCTA to support the management and oversight of project development, engineering, construction management, and Construction Contractors to be procured by SBCTA through separate procurements.

The Design Consultant (DC) is Parsons Transportation Group (Parsons). In addition to providing engineering and design, Parsons will be providing design support services. Parsons reports to the PMC, who is responsible for management and coordination of all engineering activities, including oversight of the DC. Parsons is responsible for advancing the Project engineering design activities beyond the conceptual design/preliminary engineering that was performed during the environmental phase. Parsons will develop the Plans, Specifications, and Estimates (PS&E) to 100-percent package and support the bid and contract award phase.

The public awareness campaign for the WVC BRT Project, which focuses on providing design, right of way, and construction-related information to minimize impacts to residents, businesses and other stakeholders, will be led by SBCTA's Legislative and Public Affairs department, through an on-call consultant.

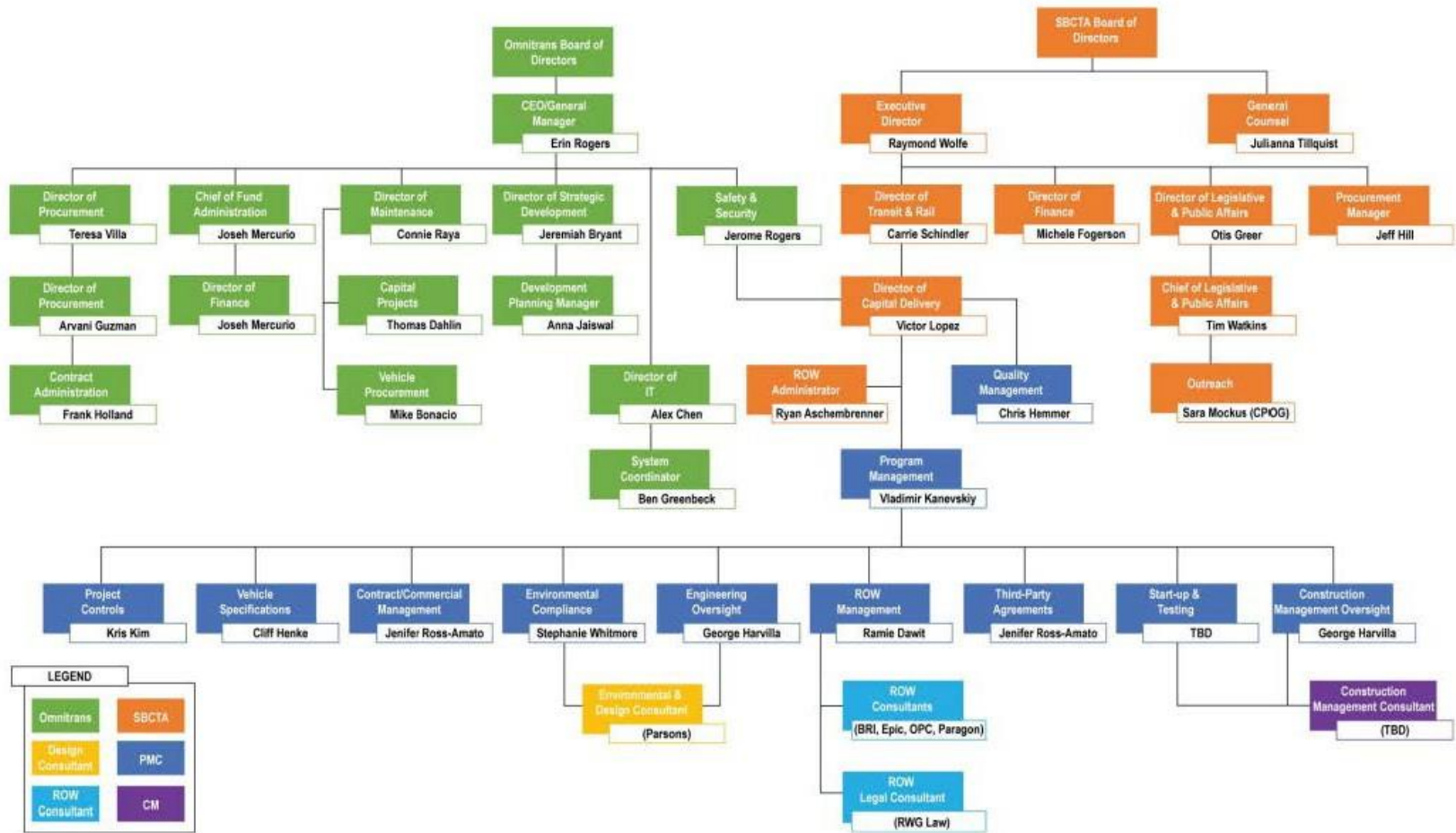


FIGURE 1 - PROJECT ORGANIZATIONAL CHART

2.0 STAFFING REQUIREMENTS

2.1 General

The CMC is expected to provide the necessary personnel to administer the construction support services and to assign qualified field personnel to perform the requested services. The scope of responsibility and the total number of personnel assigned to each phase is left to the discretion of the CMC.

2.2 Project Manager and Resident Engineer

The CMC will provide a Project Manager to coordinate CMC operations with SBCTA. The Project Manager shall be responsible for all matters related to CMC personnel and operations. The Project Manager must be licensed as a Professional Engineer in the State of California at the time of proposal submittal and through the duration of the CMC Contract. The CMC will also provide a full-time Resident Engineer. The Resident Engineer must be licensed as a Professional Engineer in the State of California at the time of proposal submittal and through the duration of the CMC Contract. The Resident Engineer will be responsible for all construction management and construction activity within the Project in accordance with the Project Management Plan (PMP).

2.3 Staffing Plan

2.3.1 PROPOSAL REQUIREMENTS

The Proposal shall include a staffing plan, organization chart and resource-loaded schedule, all of which will be incorporated by reference into the CMC Contract. These submittals will demonstrate the firm's ability to appropriately staff and manage the Project. The staffing plan will include all CMC personnel required by Section 2.3.2 below.

2.3.2 QUALITY AND QUANTITY OF STAFFING

SBCTA and CMC will jointly determine the quality and quantity of services that are required by CMC personnel. The number of CMC personnel assigned to the Project will vary throughout the duration of the contract. CMC personnel will be assigned, in varying levels of responsibility, as needed by the CMC to meet the Project schedule, Project requirements, and construction activities.

The CMC will staff the Project with Engineers, Field Inspectors, Project Controls Engineer, Construction Safety Specialist, administrative staff, and other staff required to provide construction management services.

The staffing plan will include, in addition to the Project Manager and Resident Engineer, all other engineers and inspection personnel who will be assigned to direct and coordinate all Project-specific field activities and responsibilities as needed for CMC's satisfactory performance on the Project. The staffing plan will also include a Utility Coordinator for nine months, who will perform the duties outlined in the PMP. The Project includes substantial property acquisitions and CMC shall assign a dedicated field staff who shall be responsible for oversight and coordination related to impacts to private properties.

2.3.3 **CMC PERSONNEL**

Personnel selected for assignment by CMC shall meet all requirements specified in this RFP. If at any time the performance of CMC personnel is unsatisfactory to SBCTA or Omnitrans, SBCTA may advise the CMC and request another qualified person be assigned.

2.4 **Key Personnel**

The Project Manager, Resident Engineer, and Utility Coordinator will be Key Personnel. In addition, other Key Personnel may be identified by SBCTA and the CMC. Key Personnel shall not be transferred from the Project unless approved in writing by SBCTA. SBCTA shall have the authority to penalize CMC up to \$25,000 for removal of key CMC staff from the Project without prior SBCTA approval. If CMC personnel are on leave of absence, the Project Manager shall provide equally qualified replacement personnel until the assigned personnel returns to the Project.

2.5 **Availability and Work Hours**

The typical workday for the CMC includes all hours worked by the Construction Contractors, including nights and weekends. The Construction Contractors' operations may be restricted to specific hours during the week, which will become the normal workday for CMC's personnel. On days when work is not performed by a Construction Contractor, such as rainy or unsuitable weather days, CMC services will not be provided unless authorized by the SBCTA Project Manager. The Project Manager, with prior concurrence from SBCTA, shall have the authority to increase, decrease, or eliminate CMC personnel work hours dependent on the schedule and requirements of the Construction Contractors.

Unless otherwise directed by SBCTA, the normal work week will consist of 40 hours. From time to time, overtime may be required. However, overtime will be worked only when approved in writing by SBCTA. All overtime pre-planned by CMC personnel shall be approved and authorized by SBCTA prior to each occurrence. If extraordinary circumstances require CMC over-time, the time along with an explanation shall be submitted to SBCTA within five (5) working days of the incident.

3.0 **PERFORMANCE STANDARDS**

3.1 **Legal Compliance**

All services required herein shall be performed in accordance with Federal Transit Administration (FTA) and where applicable, California Department of Transportation (Caltrans) guidelines, regulations, policies, procedures, manuals, and standards, except as noted in the special provisions.

3.2 **CMC Personnel**

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

CMC personnel's conduct shall be professional, ethical, and business-like during all contact between SBCTA and Omnitrans representatives, the Contractors, the public, and any other parties involved with the Project. The Resident Engineer (RE) shall handle normal contact and day-to-day flow of correspondence with the Contractors. Construction Management field staff (i.e., RE, office engineers, and inspectors) shall control all Project records at the field office in accordance with the WVC Construction Management Plan.

4.0 DUTIES AND RESPONSIBILITIES

4.1 Primary Construction Management Assignments

The CMC is responsible for oversight and management of the construction for the Project, including construction of the mainline and modifications to the maintenance facility. The CMC's primary assignments are as follows, and as more fully described in this Scope of Work:

1. Verify the work by the Contractors is constructed in accordance with the contract documents;
2. Oversee the work of the Contractors to ensure it is performed in a safe and productive manner;
3. Verify design changes and responses to submittals and Requests for Information (RFI) are submitted to the Contractors in a timely manner;
4. Ensure that claims avoidance and mitigation techniques are implemented and that the construction contracts are administered in a fair and equitable manner and contractual actions are accurately documented;
5. Always safeguard the best interests of SBCTA and Omnitrans, where applicable;
6. Coordinate all safety-related matters between the safety program and the Contractors;
7. Verify constructed facilities and systems meet applicable inspection and test requirements of the quality program;
8. Perform Quality Assurance on the Project and confirm Construction Contractors effectively implement SBCTA-approved QC programs.

4.2 Project Phases

Construction Management activities will be performed in three Project phases as generally outlined below and throughout this Scope of Work. This generalized scope of work does not list all of the CMC responsibilities. CMC shall provide complete and comprehensive construction management services for each phase of work, for each construction contract issued by SBCTA or Omnitrans, as applicable, to complete the Project.

4.2.1 PRE-CONSTRUCTION SERVICES

The CMC duties will include for both construction of the mainline and construction of the maintenance facility upgrades:

1. Bid-ability review;
2. Pre-Bid and Contract award support;
3. Support for utility relocation work; and
4. Participating in and providing input for PMOC meetings and correspondence.

4.2.2 CONSTRUCTION SERVICES

The CMC duties will include for both construction of the mainline and construction of the maintenance facility upgrades:

1. Administration of construction contracts;
2. Coordinate communications between the Contractors and between the Contractors and all other Project participants;
3. Coordinate and support public outreach;
4. Coordination with the PMC engineering manager for design support by the DC;
5. Resident Engineering services;
6. Field inspection, including ensuring Right of Way limits are not exceeded;
7. Office engineering to process, collect, and maintain Project communications and records;
8. Quality assurance inspections and management of independent quality assurance testing;
9. Quality assurance surveying (i.e., verification, control point, and benchmark survey);
10. Liaison with affected stakeholders, including government agencies and utilities, and support for utility relocation work;
11. Analysis and approval of Contractors' construction schedules and progress payments;
12. Review and negotiation of contract changes, disputes, maintenance of Project record files and documentation;
13. Perform environmental compliance management/mitigation;
14. Labor compliance oversight and assist with enforcement;
15. Other Federal compliance oversight and assistance with enforcement, including Buy America compliance;
16. Systems inspection, testing, commissioning, start-up support services;
17. Monitor construction work in accordance with third party agreements and utility relocation agreements;
18. Review of RFIs and submittals; and
19. Attend trend review meetings held by the SBCTA Director, the PMC Project Manager, and other key personnel, if requested, to enable the Project team to review current changes and future actions required by the Project management.
20. Perform the duties of the CM Consultant outlined in the PMP.

4.2.3 POST-CONSTRUCTION SERVICES

The CMC duties will include for both construction of the mainline and construction of the maintenance facility upgrades:

1. Tabulate contract work that is either incomplete or requires remedial action for final acceptance;
2. Collect and organize records of material testing, inspection and certifications;
3. Assist with resolution of change orders;
4. Establish dates of substantial completion and final completion;
5. Participate in assessing liquidated damages, back charges or similar adjustment to the final contract value;
6. Review and approve final progress payment with required documentation;
7. Enforce manufacturer warranties; and
8. Ensure as-built drawings are created and properly stored.

5.0 PRE-CONSTRUCTION SERVICES

In addition to completing the duties identified above, during the Pre-Construction phase, the CMC will complete the following tasks for both construction of the mainline and construction of the maintenance facility upgrades:

1. Review and update the Construction Management (CM) Plan and Procedures Manual as necessary to conform to similar bus rapid transit projects. At a minimum, it should address the control and management of construction-related documents including: Requests for Information; Change Orders; Contractor Submittals; Construction Photos; Operations and Maintenance Manuals; As-built Drawings and Project Record Documents. This document shall follow and implement appropriate guidelines in the latest FTA “Project and Construction Management Guidelines.”
2. Perform bid-ability analysis of the construction documents in accordance with the PMP. Parsons will support this analysis and coordinate with the PMC on appropriate plan, specification and bid item revisions.
3. Participate in risk management sessions to identify and mitigate against construction risk and hazards. Per the specifications, create a coordinated Project construction schedule detailing phasing and tasks and sub-tasks for each phase. Include all work items from Construction Contractors, SBCTA, Omnitrans, third parties and CMC work items. CMC will develop the detailed Work Breakdown Structure (WBS) integrating the cost and schedule structures for construction activities.
4. Assist SBCTA, Omnitrans, if applicable, Parsons, and WSP in responding to bid addenda, analyzing bids, pre-qualifying Contractors, and recommending award of the construction contracts to the applicable governing board.
5. Prior to construction, coordinate with Parsons in conducting an existing conditions survey identifying potential adverse impacts to schedule and costs and report these to SBCTA and Omnitrans.
6. Assist SBCTA with coordination of the pre-bid meetings. Assist in responses to Contractors’ questions during the bid period.
7. Attend pre-construction meetings as requested.
8. Document existing conditions, including the mainline and West Valley Maintenance Facility, through digital still photography. Document construction progress along the entire corridor, including the West Valley Maintenance Facility, on a quarterly basis for the duration of the Project. Submit all photos and video in digital format to SBCTA and Omnitrans, if applicable, prior to start of construction and on a quarterly basis.
9. Prepare a CM Quality Assurance/Quality Control (QA/QC) Plan, including review and audits of construction Contractors’ QA/QC plan. The CMC’s QA/QC Plan shall be developed in accordance with “FTA-MA-06-0189-92-1 Quality Assurance and Quality Control Guidelines” and shall be consistent with SBCTA’s Program Management Plan (PMP) and Quality Assurance Program.

10. Review contract requirements for Contractor Safety Plan used to govern job site safety during the construction process.
11. Review contract specific and overall Project start-up and test procedures that will be included in the construction contract documents. These procedures shall comply with all state and federal agency requirements necessary to make the completed Project ready for revenue service.
12. Review systems verification, testing and start-up plan.
13. Review PMP to assist in understanding federal requirements for construction management procedures and reporting.

6.0 CONSTRUCTION SERVICES

6.1 Document Control

CMC will adhere to SBCTA document control procedures and maintain hard copies of records. All documents are to be scanned and saved electronically in the field with weekly back-ups maintained off site.

6.2 Submittals, Nonconformance Reports (NCR) and Requests for Information (RFI)

CMC will review Construction Contractors' submittals for quality and completeness, as well as process and track the submittals according to the Construction Contracts. Parsons has a supporting role in responding to RFIs and reviewing non-conformance reports and also in reviewing Construction Contractors' submittals and shop drawings for adherence to design and specifications. CMC will coordinate and transmit RFIs and submittals to the Parsons as directed by SBCTA. CMC will facilitate timely review of the following submittals by the Construction Contractors.

1. Progress Payments: Review/approve/reject Contractor's monthly progress payment requests. Measure and track quantities installed for all unit rate items and maintain Schedule of Values progress payment in FTA format.
2. Monitor permits, submittals, shop drawings, material procurement, RFIs, bulletins, change requests, change orders, schedules, and recovery plans; coordinate with agencies, jurisdictions, utilities, and Engineer of Record.
3. Changes/Claims: Recommend and implement change orders and claim avoidance practices. Analyze, negotiate, facilitate settlement of claims, and process change orders in a timely manner in accordance with the approved PMP procedures. Parsons will revise design documents as required. The CMC will establish a separate CCO approval process, and use separate forms, as directed by Omnitrans for the maintenance facility.
4. Track/analyze/report on Contractor/subcontractor lien releases.
5. Contractor Insurance: Track policies and renewals including subcontractors.
6. Labor Compliance and Disadvantaged Business Enterprise (DBE) Monitoring: Support SBCTA by obtaining certified payrolls and reviewing for compliance; ensure that DBEs and UDBEs are performing designated work. Obtain Contractor's DBE compliance reports. Track and document Contractor compliance with prevailing wages and Equal

Employment Opportunity (EEO) including performing field interviews of Contractor personnel.

6.3 Additional Compliance Tracking

1. Construction Safety and Security: Review Contractor's site-specific Safety and Security Plans. Monitor, document, and prepare accident reports. Observe and document in an incident log Contractor's compliance with the Project safety plan. Storm Water Pollution Prevention (SWPPP): Track compliance with the Project SWPPP (and/or Water Quality Control Plan (WQCP)). Perform site inspections to ensure Best Management Practices (BMPs) have been implemented as outlined in the SWPPP/WPQP and that they are properly installed and performing correctly. Perform weekly or daily inspections during the rainy season. Perform run-on/run-off sampling and testing if required by the SWPPP/WQCP.
2. SBCTA has negotiated third party agreements with the corridor cities and will be negotiating agreements with private and district utility companies. The CMC will receive and maintain current copies of such agreements and monitor the construction work for conformance with the terms, conditions, and covenants in these agreements.
3. CMC shall monitor for Contractor's compliance with the labor standards provisions of the Projects and the related wage determination decisions of the Secretary of Labor.
4. CMC personnel shall assist SBCTA and local agencies in obtaining compliance with the safety and accident prevention provisions. CMC will coordinate traffic handling with local agencies.
5. Buy America compliance monitoring and enforcement for both Construction Contracts, including obtaining documentation from Contractor to document compliance.
6. Monitoring of compliance with applicable Air Quality programs.

6.4 Systems Inspection, Testing Commissioning and Start Up

Perform factory visits, complete manufacturers' quality audits, test reports, safety certifications, and verify as-built drawings and calculations. The CMC shall also lead the start-up phase and coordinate with SBCTA and Omnitrans in implementing both construction phase and start-up phase testing as necessary. The CMC shall submit to SBCTA timely reports on problems, progress, and completion of the start-up testing. The CMC shall also provide technical assistance to SBCTA and coordinate the interface between construction and operations personnel for the start of revenue service. The CMC shall develop a Commissioning Plan and System Integration Plan and submit it to SBCTA for review.

6.5 Survey Support (QA/QC) Services

Monitor Construction Contractor compliance with surveying requirements; verify layout and controls, perform independent survey checks of line and grade, spot check Contractor reference points, and verify location and preservation of the critical baseline survey points prior to and after construction. (SBCTA provides construction control surveys.) The CMC shall include a California licensed surveyor on the CMC team to provide spot check services and additional baseline surveys if required. CMC shall review and provide Quality Assurance and Quality Control of the Contractor's construction surveys for the Project.

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6.6 Communication

CMC is responsible for interfacing, coordination, and communication of all activities during construction, and to keep SBCTA well informed at all times. This effort of interfacing, coordination, and communication includes but is not limited to: utility companies; community relations (SBCTA and CMC); labor organizations; cities and the County; Omnitrans; Engineer of Record; architects, artists and other agencies; CMCs; and other entities associated with the Project.

6.7 Design Consultant Coordination

Coordinate with Parsons to facilitate prompt resolution to design and construction related issues.

6.8 Utility Coordination

Assist Construction Contractors and coordinate Project utility relocation requirements with Parsons and WSP. Assist SBCTA with coordination of utility owners for required utility relocation work. Provide knowledgeable utility field inspectors to oversee utility design and integration of required changes to resolve utility conflicts. These inspectors will be required to coordinate interface milestones, work windows, and monitor the overall efforts of Construction Contractors.

6.9 Maintenance of Traffic and Access to Private Property

CMC will review Construction Contractor's Traffic Plans (Detours and Lane Closures), assist with resolution of issues, and assist with coordination of the traffic plans with the roadway agencies (City of Pomona, City of Montclair, City of Ontario, and City of Rancho Cucamonga) and adjacent property owners.

6.10 Weekly Progress Reports

Prepare weekly progress reports to include daily dairies, Project/contract status, deficiency logs, field change notices, new and outstanding issues, actions to be taken, schedule update, calendar days spent and remaining, claims evaluation, and status of all logs including submittals, RFIs, contract change order documents, drawing registers/control logs, etc.

6.11 Monthly Progress Summary Reports

CMC will prepare Monthly Progress Summary Reports indicating CMC and Contractor's contract status, job site conditions, specific conditions encountered, corrective measures taken, progress and record photos, manpower reports, construction schedule update (including narrative), current Project cost, and projection of cost including potential change orders, issues and resolutions, and itemize all to-date Project costs and forecast Project costs by totaling base contract payments. It should also include any critical issues requiring action by discussing and prioritizing issues and setting action responsibilities identifying any significant problems with the budget or staffing. Reports will be submitted to the SBCTA and utilize for reporting to other Project stakeholders as necessary.

6.12 Significant Problems

CMC shall immediately notify SBCTA, or Omnitrans if applicable, of any significant construction problem that may impact cost, schedules, relations with other entities, or accidents. This notification shall, as soon as practicable, include written recommendations on options to resolve the problem.

6.13 Conferences and Meetings

The CMC will conduct weekly progress, pre-work, weekly safety, and third-party coordination meetings. Conduct and produce meeting minutes and action item lists for weekly Contractor progress review meetings for submittal to SBCTA. Provide agendas to include the weekly progress report elements. The CMC will participate in meetings with the FTA on a quarterly basis and as needed with other Project stakeholders.

6.14 Partnering Program

Prepare, coordinate, facilitate and participate in Partnering Program and conferences at the onset of construction and throughout the duration of construction activities with SBCTA, Parsons, all Construction Contractors, and other key Project stakeholders. This Program shall promote teamwork and open lines of communication to facilitate the successful completion of the Project.

6.15 Public Affairs

CMC will assist SBCTA in providing community meetings to educate the public on the impact of construction work in their local area. Provide support for preparing presentations to cities, agencies, municipalities, SBCTA Board, the public and others as directed. Prepare all agendas, record meeting minutes, and distribute copies to attendees and interested parties. Provide information to public outreach staff as required to distribute weekly construction updates to the public.

6.16 Tailgate Briefings – Construction Schedule

CMC will coordinate and monitor the need for tailgate briefings based on the construction schedule. The CMC will schedule the briefings between the Contractor and the Parsons. Additionally, the CMC will notify SBCTA of the need for a briefing and include SBCTA and Omnitrans, if applicable, in the briefing.

6.17 Schedule Control

1. Review and monitor Contractor's schedule for accuracy, compliance, completed work, and forecast reasonableness.
2. Expand and maintain the Primavera CPM Master Project planning and construction overview schedule to include individual construction contracts with milestones and start-up activities.
3. Review and approve baseline construction schedules, monthly schedule updates, and 3-week look-ahead schedules submitted by Contractors for compliance with the construction contract specifications.
4. Provide assistance to develop work-around schedules or recommend other measures required to mitigate delays or expedite the schedule.

5. Review and approve delay analyses submitted by Contractors for change order work.
6. Prepare monthly report summarizing Contractor progress, critical path analysis, and contractual milestone comparisons of baseline versus current schedule, and resource and cash flow projections.
7. Provide PMC team copies of latest schedules for updates to program master schedule and distribute to other stakeholders as needed.

6.18 Cost Control and Estimating

1. Maintain an up-to-date trend system that identifies all potential cost (and cost of schedule) impacts and forecast to complete.
2. The CMC is responsible for construction contract administration activities, field review and verification of work in place, review and approval of Contractor payment requests, and the negotiation and recommended approval of certain change orders in accordance with approved guidelines. Develop and maintain logs at the field office sites of all active contract change orders, claims, trends, bid item adjustments, and incurred costs. At the end of each reporting period, CMC will provide a summary of these logs. The summary will show the cumulative totals of the above logs for each contract.
3. Monthly, prepare a three-month look-ahead Project Staffing Projection to effectively monitor and compare the CMC costs to the original proposed Work Plan and Budget.
4. The CMC will assist or participate in negotiations for contract change orders, including but not limited to preparing an independent cost estimate to help establish a price for extra work and delays. The fair and reasonable cost estimate will be used as a basis for the change order negotiations, and as backup documentation.
5. In preparing cost estimates, the CMC will prepare and maintain complete documentation establishing the basis of the estimates. This documentation prepared in accordance with FTA requirements shall include the basis for all labor, material and equipment costs. Costs shall include all applicable direct and indirect costs, including negotiated profit margins. Any cost necessary to reflect the unique or unusual characteristic of the change order shall be included.

6.19 Inspection Control

1. Provide on-site daily inspections and thorough documentation to check the quality and quantity of the work performed by all trades and guard SBCTA against defects and deficiencies in the work of the Contractors. Inspect workmanship, quality, construction means, methods, techniques, and sequences to evaluate the Contractor's compliance with the requirements of the construction documents and recommend necessary remedial action to SBCTA and the Contractors.
2. Prepare daily field reports detailing weather conditions, status of work, and the location and type of work performed by the Contractor. For each daily work activity, document the number and classification of craft labor, supervision, equipment and materials used.

3. Any construction work not properly inspected and tested shall be grounds for removal of the CMC or specified personnel.
4. Routine responsibilities associated with providing inspection during construction include, but are not limited to, the following:
 - a. Provide daily inspection and documentation of job-related activities.
 - b. Prepare and maintain thorough daily inspection reports.
 - c. Provide continual review of plans and specifications to identify discrepancies, ambiguities, omissions, and/or conflicts in plans, specifications, and bid schedules that may generate misinterpretations and/or lead to disagreements.
 - d. Provide inspection oversight for utility relocations performed by non-SBCTA contractors. Coordinate work schedule with Contractor for testing and surveying.
 - e. Document information related to manpower, equipment, and time for extra or force account work or claim monitoring.
 - f. Attend and document Contractor tailgate safety meetings.
 - g. Observe and enforce safety attire compliance requirements and on-track safety certification.
 - h. Confirm accurate measured quantities and review pay estimates submitted by the Contractor.
 - i. Provide electronic pictorial and video logbook of construction activities.
 - j. Report all discrepancies requiring corrective actions to SBCTA.
 - k. Meet with Contractor to review proposed work and schedule required inspection.
 - l. Provide monthly inspection of Contractor's As-Built drawings.
 - m. Maintain separate As-Built drawings.
 - n. Develop "Punch List" items and follow-up with corrective measures.

6.20 Material Sampling and Testing

1. CMC will provide QC, obtain laboratory testing services, and provide independent verification of Contractor compliance with specifications.
2. The CMC shall maintain primary responsibility for verification testing for contract compliance of materials sampling and testing. The Construction Contractors have the primary responsibility for materials sampling and testing. The CMC shall satisfy themselves that the Construction Contractors' test, frequency of test, re-tests, and results comply with contract specifications. All materials sampling and testing documentation shall be reviewed by the CMC. A copy of all tests shall be maintained in the Project file.

3. CMC shall provide verification tests as deemed necessary. The Testing Laboratory personnel shall be qualified and certified as applicable with field testing capabilities for soil, concrete, asphalt, welding, and materials testing to complement the CMC's field inspection staff. The scope of testing shall include, but not be limited to, on-site inspections and sampling, laboratory materials testing, and off-site source testing and inspection as needed. All test results shall be timely and accurate, so that the Contractors' work is not impacted.
4. The following represents the minimum anticipated Field Materials Sampling and Testing Requirements:
 - a. Soil – Compaction/Density/Moisture/Resistivity
 - b. Concrete – Materials/Cylinders/Slump/Air Entrainment
 - c. Asphalt Concrete – Yield
 - d. Masonry – Grout/Mortar Test/Reinforcing Steel
 - e. Coring – Asphalt/Concrete

6.21 Quality Assurance/ Quality Control (QA/QC)

1. The CMC will submit to SBCTA for approval a QA/QC Plan within 45 calendar days after NTP. The CMC's QA/QC Plan shall identify the individual(s) responsible for QA/QC activities for this contract. The representative shall be responsible for monitoring all construction quality activities for the Project and have the authority to act in all issues relating to quality. The representative shall be fully qualified by certification and/or experience and technical training to perform the necessary quality review and monitoring activities and fully implement the QA/QC Plan. The CMC's QA/QC Plan shall be developed in accordance with "FTA-MA-06-0189-92-1 Quality Assurance and Quality Control Guidelines" and shall be consistent with SBCTA's Program Management Plan (PMP) and Quality Assurance Program.
2. Review and accept Construction Contractors' QA/QC plan. Audit the Contractor's compliance with the accepted QA/QC Plan.
3. The QA section of the CMC's program will identify all planned and systematic actions necessary to ensure that the scope of work requirements are met to ensure quality throughout all phases of construction. The QA Plan shall identify actions ensuring that equipment and staffing are capable of performing tasks related to the Contract and documenting the quality efforts.
4. The QC section of the CMC's program shall identify the operational techniques and activities, inspections, tests, documentation and other processes that will be used to fulfill requirements specified in the QA section. Provide Resident Engineers, QC inspection, and materials compliance with QA/QC plan and specifications.

6.22 Project Liaison and Coordination

The CMC will support SBCTA staff in coordinating program activities and maintaining good working relationships with the following:

- The general public
- FTA
- Omnitrans
- Caltrans
- Other state agencies
- Cities along the Project route
- Utility companies
- Private companies and entities that might be affected by Project construction or implementation

6.23 Environmental Mitigation Compliance Inspection and Reporting

1. Follow construction environmental control plan requirements, ensure Contractor compliance with environmental permits such as discharge permits and erosion and sedimentation control requirements, mitigations, monitoring and sound management practices. Provide other environmental compliance services requested by SBCTA.
2. CMC shall also conduct tailgate briefings on select environmental topics, if necessary, prior to construction in sensitive areas or in response to ongoing compliance issues. These tailgate briefings should generally be held in coordination with construction tailgate briefings and should simply serve as reminders of key environmental concerns or requirements.

6.24 Prevailing Wage Monitoring

1. All contracts are subject to Federal and State prevailing wage laws. The CMC shall be responsible for the day-to-day administration of all Prevailing wage requirements on all construction contracts for the Project.
2. The CMC shall have procedures and processes to verify that the weekly certified payrolls are received for all covered construction workers, including all prime and sub-contractors.
3. CMC shall notify SBCTA of any irregularities in the Construction Contractors' adherence to prevailing wage requirements. In the event of Contractor noncompliance with payroll submittal and any other prevailing wage requirements, the CMC shall prepare written notifications to the Construction Contractors itemizing any deficiencies, defining the remedies and noticing of applicable progress payment withholdings and penalties associated with the noncompliance.

7.0 POST-CONSTRUCTION SERVICES

7.1 Contract Closeout

1. Perform final inspection and testing.

2. Prepare comprehensive punch list, resolve outstanding issues, address changes and deficiencies and monitor corrections to completion.
3. Coordinate and schedule final inspections.
4. Balance Change Orders and prepare proposed final estimate. Review and process final payment request.
5. Receive, review, approve, and transmit O&M Manuals from Contractor to SBCTA.
6. Produce and issue relief of maintenance and responsibility letter to Contractor when authorized.
7. Receive, review, correct, and transmit As-Built Drawings from Contractor to SBCTA.
8. Coordinate completion of final reproducible record set of drawings.
9. Receive, review and transmit Warranty/Guarantee documents from Contractor to SBCTA.
10. Obtain final acceptance from Cities, Omnitrans, utility companies, and any other relevant Project stakeholders.
11. Produce and issue Final Acceptance to Contractor when authorized by SBCTA.
12. Continue claims support in the event that issues are not resolved prior to construction completion.
13. Assess liquidated damages in the event that the Contractor exceeds its allowable number of working days.
14. Expedite closeout process and prepare final closeout report.
15. As-Built Drawings: Ensure Construction Contractor maintains as-builts and coordinate with Parsons. Document and track all design changes. Review final as-built drawings prepared by Parsons to ensure all changes have been incorporated. Verify that all work was completed in conformance with the plans and specifications and provide a letter to SBCTA to this effect.

7.2 Warranties

CMC will monitor and track warranties.

8.0 DELIVERABLES

1. Inspector daily reports, extra work daily diaries and Resident Engineers' daily diaries.
2. Monthly Project Activity Summary Reports.
3. Monthly Contractors' progress payments, back-up documentation, and Contractors' payment records.

4. Contractor final payment documents, delivered to SBCTA no later than ten (10) working days after acceptance by SBCTA of the completed construction Project.
5. All Project files, Project reports, correspondence, memoranda, shop drawings, Project logs, Project photo and logs, change order data, claims and claim reports, and Contractors' payment records.
6. Certified payrolls and fringe benefit statements for all employees, CMC and Contractors, who are subject to the State and/or Federal prevailing wage rates.
7. All material test results will be provided in accordance with the applicable Standard Specifications and Special Provisions, and test methods. Failing tests will be immediately reported to the Resident Engineer. All test results will be recorded on the appropriate forms. The test documents will be legible and show the identity of the tester where appropriate. A notebook containing all test results and reports will be maintained by CMC throughout the duration of the Project and delivered to SBCTA with the Project files.
8. Maintenance of Project baseline, identification of field trends, development of a trend package, maintenance of trend register, and preparation / presentation of scope, cost, and schedule impacts.

9.0 EQUIPMENT AND MATERIALS

9.1 Provided by CMC

1. CMC shall provide all necessary equipment including software, materials, supplies, miscellaneous tools, phones, vehicles, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. The above noted items shall be considered part of the CMCs overhead. Office space for CMC personnel is to be provided by the Contractor in the general vicinity of the Project.
2. CMC personnel shall be provided with vehicles suitable for the location and nature of the work involved.
3. CMC personnel shall be provided with a mobile radio, cellular phone, or other means to assure full-time communication. If a radio system is to be used, CMC shall provide a base station at the field office.
4. CMC personnel shall be provided with all applicable standard plans, specifications, and other standards as appropriate.
5. For Materials Testing, CMC and its staff will be fully equipped at all times to perform the services required, including but not limited to the following:
 - A. An on-site mobile laboratory or laboratory in close proximity to the Project will be required. The type and location of the lab should be such that it can meet the needs of the Project in an efficient, time-effective manner. The laboratory is to be fully staffed, equipped, and supplied to conduct all required soils, materials, and concrete breaking tests in a timely manner.

- B. Field personnel will be provided with all necessary safety equipment to permit work to be performed safely and efficiently within operating rail, highway and construction zone environments.
- C. All equipment to be calibrated as per Section 3-10 and 3-11 of Caltrans' Quality Assurance Program Manual.

9.2 Provided by SBCTA

SBCTA will provide a PDF copy of all Project construction documents including plans and special provisions, and all other reports, designer-prepared resident engineer files, and contracts. SBCTA will provide PDF copies of all previously secured permits and Project authorizations.

10.0 LIMITATIONS TO AUTHORITY

10.1 No Authority

CMC does not have the authority to take any of the following actions.

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

10.2 Third-Party Relationships

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

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

11.0 CONSTRUCTION SAFETY

The safety and security of employees, the public, and emergency responders are priorities in conducting all work on the WVC BRT Project during the design, construction, and operation of the Project. A Safety & Security Management Plan [SSMP] and a Safety and Security Certification Plan [SSCP] will form a framework for the integration of safety and security throughout each phase of the Project lifecycle.

11.1 Safety and Security Management Plan

The CMC will administer the SSMP in accordance with the FTA requirements of Guidance Circular 5800.1. It documents the policies and procedures that will be implemented to ensure all facility and systems design, construction, testing, training, certification, and documentation associated with the Project are completed, that all “work around” procedures are in place if any, and all required certifications have been properly authenticated prior to the commencement of revenue service. Furthermore, the SSMP describes the process through which safety and security activities are integrated into the overall Project management process; it documents the Project’s planned approach:

- To identify all safety and security tasks that will be performed throughout the Project;
- To designate Project personnel with responsibility for safety and security;
- To assign personnel and resources for their performance;
- To develop policies and procedures for management review and evaluation of safety and security activities.

The CMC shall participate in the Safety and Security Review Committee and a Fire/Life Safety and Security Committee established for the Project. These and other committees will govern safety and security activities as required by the SSMP.

11.2 Safety and Security Certification Plan (SSCP)

The CMC will assist in administering the SSCP in accordance with guidelines set forth in the FTA Handbook for Transit Safety and Security Certification. The SSCP documents the processes and procedures that will guide Safety and Security Certification of the Project prior to the initiation of revenue service. A thorough certification process will verify that the Project is designed, constructed, and tested in accordance with industry standards of safety and security.

Safety and Security Certification is the process to confirm that the WVC system operation is deemed safe for patrons, employees, emergency service personnel, and the general public. The certification process functions as the assurance and validation portion of the SSMP and serves to verify satisfactory compliance with a set of formal safety and security requirements.

The certification process, described in detail in the SSCP, includes the following steps:

- Design criteria verification
- Construction conformance verification
- Testing and inspection verification
- Hazard and vulnerability resolution verification
- Operational readiness verification
- Development of Final Safety and Security Certification Verification Report

11.3 Safety and Security Risk Evaluation

CMC will assist in the safety and security risk evaluation that will be performed to identify potential safety and security issues with the proposed system and eliminate or minimize the risks associated with those issues through design or procedural mitigations or controls. Safety manages unintentional harm and security deals with intentional harm. Both safety and security risk assessment, described below, include Project staff and first responders to capture and minimize hazards and vulnerabilities.

11.3.1 THREAT AND VULNERABILITY ASSESSMENT

The CMC may participate in the Threat and Vulnerability Assessment that is developed to identify potential security threats and vulnerabilities related to various elements of the WVC. This document has been identified as Sensitive Security Information to meet the requirements for 49 CFR Parts 15 and 1520. The main goal is to establish satisfactory provisions for the deterrence, detection of, and response to intentional harmful acts in the planning, design, and operation of the system.

11.3.2 PRELIMINARY HAZARD ANALYSIS

The CMC shall participate in the identification, assessment, and resolution of potential safety hazards, which is an important means of assuring the highest practical level of safety in any system. This provides the basis for the WVC BRT Project Preliminary Hazard Assessment (PHA). The PHA is part of the hazard management process defined in the SSMP to identify, analyze, and resolve potential hazards related to various elements of the transit system, such as personnel, passengers, system visitors, contractors, facilities, and equipment.

11.4 Site Safety

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

1. CMC's field personnel will wear hard hats with proper suspension, orange vests with reflective tape, safety glasses, hearing protection, sleeved shirt, long pants, and leather boots with ankle support and steel toes at all times while working in the field.
2. CMC will provide appropriate safety training for all CMC's personnel, including work on and near highways and railroad right-of-way.
3. All safety equipment will be provided by CMC.

EXHIBIT B

Specific Rate of Compensation (Use for on call or As-Needed contracts)
(Construction Engineering and Inspection Contracts)

Contract Totals

	Firm Name	Hours	Costs
	Kleinfelder Construction Services		
	Labor Costs	33,248	\$ 5,832,931.31
	Other Direct Costs		\$ 282,785.42
Sub Total		33,248	\$ 6,115,716.73
	Kleinfelder, Inc		
	Labor Costs	3,288	\$ 721,418.32
	Other Direct Costs		\$ 139,785.00
Sub Total		3,288	\$ 861,203.32
	Anser Advisory		
	Labor Costs	11,150	\$ 2,385,374.56
	Other Direct Costs		\$ 87,109.38
Sub Total		11,150	\$ 2,472,483.94
	TRC		
	Labor Costs	6,020	\$ 1,581,678.13
	Other Direct Costs		\$ 26,702.09
Sub Total		6,020	\$ 1,608,380.22
	RTE		
	Labor Costs	2,090	\$ 324,303.87
	Other Direct Costs		\$ -
Sub Total		2,090	\$ 324,303.87
	AIX		
	Labor Costs	1,040	\$ 319,503.21
	Other Direct Costs		\$ -
Sub Total		1,040	\$ 319,503.21
	STC		
	Labor Costs	3,910	\$ 762,717.60
	Other Direct Costs		\$ 18,450.00
Sub Total		3,910	\$ 781,167.60
	Soteria		
	Labor Costs	2,748	\$ 461,323.30
	Other Direct Costs		\$ 9,120.00
Sub Total		2,748	\$ 470,443.30
	Guida		
	Labor Costs	720	\$ 194,442.96
	Other Direct Costs		\$ 1,125.00
Sub Total		720	\$ 195,567.96
	PRE		
	Labor Costs	2,224	\$ 417,381.59
	Other Direct Costs		\$ 16,150.00
Sub Total		2,224	\$ 433,531.59
Contract Grand Total Amount		66,438	\$ 13,582,301.73

Attachment: 21-1002662 Exhibit B (8754 : West Valley Connector - Award Construction Management Services Contract)

Consultant Kleinfelder Construction ServicesContract No. RFP #21-1002662Date 2/9/2022

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Project Manager	Marc McIntyre	2,440	120.00	145.00	\$132.50	\$323,300.00
Utility Coordinator	Jim Urbina	280	65.00	75.00	\$70.00	\$19,600.00
QA Representative	Keith Young	400	85.00	95.00	\$90.00	\$36,000.00
ROW Impact Lead	Chris MacPherson	4,140	70.00	80.00	\$75.00	\$310,500.00
Project Controls Engineer - Lead	KC Schaeffer	4,220	75.00	85.00	\$80.00	\$337,600.00
Project Controls Engineer	Christian Magallon	4,800	42.50	47.50	\$45.00	\$216,000.00
Senior Scheduling Engineer	Mark Plotnikiewicz	824	88.00	98.00	\$93.00	\$76,632.00
Document Control Manager	Nicole Stone	4,920	40.00	48.00	\$44.00	\$216,480.00
Civil Inspector*	Danny Lima	4,000	62.50	72.50	\$67.50	\$270,000.00
Civil/Electrical/CWI Inspector *	Randy Lewis	3,568	62.50	72.50	\$67.50	\$240,840.00
Electrical Inspector*	Jamal Hanna	3,648	72.50	77.50	\$75.00	\$273,600.00
Public Outreach Manager	Anna Finlay	2	50.00	55.00	\$52.50	\$105.00
Public Outreach Liaison	Aja Stansell	2	25.00	30.00	\$27.50	\$55.00
Public Outreach Liaison	Jessica Stock	2	22.00	27.00	\$24.50	\$49.00
Public Outreach Liaison	Ed Dielman	2	32.00	38.00	\$35.00	\$70.00
Aerial Drone Pilot / OpenSpaces	Matt Burris	0	70.00	78.00	\$74.00	\$0.00

Labor Costs

a) Subtotal Direct Labor Costs	\$ 2,320,831.00
b) Anticipated Salary Increases (see page 2 for sample)	\$ 249,358.20
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 2,570,189.20

Fringe Benefits

d) Fringe Benefits (Rate <u>41.850%</u> %)	e) Total Fringe Benefits [(c)x(d)]	\$ 1,075,624.18
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Indirect Costs

f) Overhead (Rate <u>60.740%</u> %)	g) Overhead [(c)x (f)]	\$ 1,561,132.92
h) General and Administrative (Rate <u>0.040%</u> %)	i) Gen & Admin [(c) x (h)]	\$ 1,028.08
j) Total Indirect Costs [(g)+(i)]		\$ 1,562,161.00

Fixed Fee (Profit)

n) (Rate <u>12.00%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$ 624,956.93
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Total Loaded Labor Costs5,832,931.31**Other Direct Costs (ODC)**

l) Field Vehicles Per Audited Monthly Rate of \$1265/160 hours per month	\$ 270,285.42
m) Project Management Software - Prolog @\$5000/yr estimate	\$ 12,500.00
n) Personal Vehicle Mileage Per IRS Rate	\$
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	\$ 7,466,585.00
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$ 7,749,370.42
Total cost [(c) + (e) + (j) + (k) + (p)]	\$ 13,582,301.73

Notes:

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

Consultant Kleinfelder Construction Services, Inc Contract No. _____Date 2/9/2022**1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 2,320,831.00 /	33,248 =	\$ 69.80	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

Average hourly rate	Proposed Escalation		
Year 1 \$ 69.80 +	6%	= \$ 73.99	Year 2 Avg Hourly Rate
Year 2 \$ 73.99 +	5%	= \$ 77.69	Year 3 Avg Hourly Rate
Year 3 \$ 77.69 +	4%	= \$ 80.80	Year 4 Avg Hourly Rate
Year 4 \$ 80.80 +	4%	= \$ 84.03	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1 0.0% *	33248 =	0.0	Estimated Hours Year 1
Year 2 29.5% *	33248 =	9800.0	Estimated Hours Year 2
Year 3 47.9% *	33248 =	15920.0	Estimated Hours Year 3
Year 4 22.6% *	33248 =	7528.0	Estimated Hours Year 4
Year 5 100.0% *	33248 =	0.0	Estimated Hours Year 5
Total 100.0%	Total =	33248	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number hours)

Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1 \$ 69.80 *	0.0 =	\$ -	Estimated Hours Year 1
Year 2 \$ 73.99 *	9800.0 =	\$ 725,102.00	Estimated Hours Year 2
Year 3 \$ 77.69 *	15920.0 =	\$ 1,236,824.80	Estimated Hours Year 3
Year 4 \$ 80.80 *	7528.0 =	\$ 608,262.40	Estimated Hours Year 4
Year 5 \$ 84.03 *	0.0 =	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 2,570,189.20	
Direct Labor Subtotal before Escalation =		\$ 2,320,831.00	
Estimated Total of Direct Labor Salary Increase =		\$ 249,358.20	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section ????
- Estimated yearly percent completed from resource loaded schedule

Consultant Kleinfelder, IncContract No. RFP #21-1002662Date 2/9/2022

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Materials Testing Supervisor	Mike Dorsch	432	75.00	85.00	\$80.00	\$34,560.00
Geotechnical Engineer	Zachary Jarecki	0	45.00	51.00	\$48.00	\$0.00
Materials Testing Dispatcher	Jennifer Estes	352	28.00	34.00	\$31.00	\$10,912.00
Group 1 Materials Testers*	Jeff Diaz	1,576	68.00	75.00	\$71.50	\$112,684.00
Group 2 Plant Inspectors*	Michael Magana	512	72.00	78.00	\$75.00	\$38,400.00
Environmental Compliance Mgr	Melissa Pena	32	95.00	102.50	\$98.75	\$3,160.00
Environmental Compliance Lead	Gregory Heustis	128	68.00	74.00	\$71.00	\$9,088.00
Environmental Specialist	Jennifer Lee	64	48.00	52.00	\$50.00	\$3,200.00
Environmental Specialist	Wesley Willow	64	48.00	53.50	\$50.75	\$3,248.00
Hazardous Materials/Geologist	Elizabeth Simmons	64	80.00	89.00	\$84.50	\$5,408.00
SWPPP Compliance Specialist*	Jeff Rex	64	67.50	75.00	\$71.25	\$4,560.00

Labor Costs

a) Subtotal Direct Labor Costs	\$ 225,220.00
b) Anticipated Salary Increases (see page 2 for sample)	\$ 24,420.92
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 249,640.92

Fringe Benefits

d) Fringe Benefits (Rate <u>158.020%</u> %)	e) Total Fringe Benefits [(c)x(d)]	\$ 394,482.58
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Indirect Costs

f) Overhead (Rate <u>0.000%</u> %)	g) Overhead [(c)x (f)]	\$ -
h) FCCM <u>0.000%</u> %	i) Gen & Admin [(c) x (h)]	\$ -
j) Total Indirect Costs [(g)+(i)]		\$ -

Fixed Fee (Profit)

n) (Rate <u>12.00%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$ 77,294.82
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Total Loaded Labor Costs721,418.32**Other Direct Costs (ODC)**

l) Mileage per IRS Rate	\$ 14,785.00
m) Lab Testing (Per Fee Schedule)	\$ 125,000.00
n)	\$
o)	\$
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$ 139,785.00
Total cost [(c) + (e) + (j) + (k) + (p)]	\$ 861,203.32

Notes:

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

Consultant Kleinfelder, Inc. Contract No. _____ #REF! Date 2/9/2022

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 225,220.00 /	3,288 =	\$ 68.50	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

Average hourly rate	Proposed Escalation		
Year 1 \$ 68.50 +	6%	= \$ 72.61	Year 2 Avg Hourly Rate
Year 2 \$ 72.61 +	5%	= \$ 76.24	Year 3 Avg Hourly Rate
Year 3 \$ 76.24 +	4%	= \$ 79.29	Year 4 Avg Hourly Rate
Year 4 \$ 79.29 +	4%	= \$ 82.46	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1 0.0% *	3288 =	0.0	Estimated Hours Year 1
Year 2 25.5% *	3288 =	840.0	Estimated Hours Year 2
Year 3 54.4% *	3288 =	1788.0	Estimated Hours Year 3
Year 4 20.1% *	3288 =	660.0	Estimated Hours Year 4
Year 5 _____ *	3288 =	0.0	Estimated Hours Year 5
Total 100.0%	Total =	3288	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number hours)

Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1 \$ 68.50 *	0.0 =	\$ -	Estimated Hours Year 1
Year 2 \$ 72.61 *	840.0 =	\$ 60,992.40	Estimated Hours Year 2
Year 3 \$ 76.24 *	1788.0 =	\$ 136,317.12	Estimated Hours Year 3
Year 4 \$ 79.29 *	660.0 =	\$ 52,331.40	Estimated Hours Year 4
Year 5 \$ 82.46 *	0.0 =	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 249,640.92	
Direct Labor Subtotal before Escalation =		\$ 225,220.00	
Estimated Total of Direct Labor Salary Increase =		\$ 24,420.92	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section ????
- Estimated yearly percent completed from resource loaded schedule

Consultant Anser Advisory, IncContract No. RFP #21-1002662Date 2/9/2022

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Resident Engineer (Mainline)	Tyson Atwood	4,600	\$ 92.50	\$ 102.50	\$97.50	\$448,500.00
Clean Mobility Lead	Adam Tobin	328	\$ 95.00	\$ 107.50	\$101.25	\$33,210.00
EV Infrastructure	David Lazerwitz	1,720	\$ 72.50	\$ 80.00	\$76.25	\$131,150.00
Utility Coordinator/Inspector*	Gerardo Quintero	470	\$ 100.00	\$ 110.00	\$105.00	\$49,350.00
Systems Manager	Rosetta Ramirez	512	\$ 110.00	\$ 120.00	\$115.00	\$58,880.00
Lead Civil ARE/OE*	Musaab Al Madhadi	3,520	\$ 55.00	\$ 65.00	\$60.00	\$211,200.00

Labor Costs

a) Subtotal Direct Labor Costs	\$ 932,290.00
b) Anticipated Salary Increases (see page 2 for sample)	\$ 100,439.82
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 1,032,729.82

Fringe Benefits

d) Fringe Benefits (Rate <u>106.230%</u> %)	e) Total Fringe Benefits [(c)x(d)]	\$ 1,097,068.89
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Indirect Costs

f) Overhead (Rate _____ %)	g) Overhead [(c)x (f)]	\$ -
h) FCCM _____ %	i) Gen & Admin [(c) x (h)]	\$ -
	j) Total Indirect Costs [(g)+(i)]	\$ -

Fixed Fee (Profit)

n) (Rate <u>12.00%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$ 255,575.85
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Total Loaded Labor Costs2,385,374.56**Other Direct Costs (ODC)**

l) Mileage per IRS Rate	\$	
m) Field Vehicles \$1250 per month	\$	87,109.38
n)	\$	
o)	\$	
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$	87,109.38
Total cost [(c) + (e) + (j) + (k) + (p)]	\$	2,472,483.94

Notes:

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

Consultant Anser Advisory, IncContract No. RFP #21-1002662Date 2/9/2022**1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 932,290.00 /	11,150 =	\$ 83.61	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

Average hourly rate	Proposed Escalation		
Year 1 \$ 83.61 +	6% =	\$ 88.63	Year 2 Avg Hourly Rate
Year 2 \$ 88.63 +	5% =	\$ 93.06	Year 3 Avg Hourly Rate
Year 3 \$ 93.06 +	4% =	\$ 96.78	Year 4 Avg Hourly Rate
Year 4 \$ 96.78 +	4% =	\$ 100.65	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1 0.0% *	11150 =	0.0	Estimated Hours Year 1
Year 2 29.1% *	11150 =	3250.0	Estimated Hours Year 2
Year 3 47.9% *	11150 =	5344.0	Estimated Hours Year 3
Year 4 22.9% *	11150 =	2556.0	Estimated Hours Year 4
Year 5 *	11150 =	0.0	Estimated Hours Year 5
Total 100.0%	Total =	11150	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number hours)

Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1 \$ 83.61 *	0.0 =	\$ -	Estimated Hours Year 1
Year 2 \$ 88.63 *	3250.0 =	\$ 288,047.50	Estimated Hours Year 2
Year 3 \$ 93.06 *	5344.0 =	\$ 497,312.64	Estimated Hours Year 3
Year 4 \$ 96.78 *	2556.0 =	\$ 247,369.68	Estimated Hours Year 4
Year 5 \$ 100.65 *	0.0 =	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 1,032,729.82	
Direct Labor Subtotal before Escalation =		\$ 932,290.00	
Estimated Total of Direct Labor Salary Increase =		\$ 100,439.82	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section ????
- Estimated yearly percent completed from resource loaded schedule

Consultant TRC, IncContract No. RFP #21-1002662Date 2/9/2022

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Stormwater Compliance Lead*	Amy Comte	900	\$ 65.00	\$ 75.00	\$70.00	\$63,000.00
Constructability Reviewer	Jagdish Patel	0	\$ 145.00	\$ 155.00	\$150.00	\$0.00
Traffic Signal/Electrical/UT Insp	George Harris	2,560	\$ 80.00	\$ 90.00	\$85.00	\$217,600.00
Roadway Inspector	Ravin Maru	2,560	\$ 80.00	\$ 90.00	\$85.00	\$217,600.00
					\$0.00	\$0.00

Labor Costs

a) Subtotal Direct Labor Costs	\$ 498,200.00
b) Anticipated Salary Increases (see page 2 for sample)	\$ 57,220.68
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 555,420.68

Fringe Benefits

d) Fringe Benefits (Rate <u>51.440%</u> %)	e) Total Fringe Benefits [(c)x(d)]	\$ 285,708.40
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Indirect Costs

f) Overhead (Rate <u>102.820%</u> %)	g) Overhead [(c)x (f)]	\$ 571,083.54
h) FCCM	i) Gen & Admin [(c) x (h)]	\$ -
	j) Total Indirect Costs [(g)+(i)]	\$ 571,083.54

Fixed Fee (Profit)

n) (Rate <u>12.00%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$ 169,465.51
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Total Loaded Labor Costs1,581,678.13**Other Direct Costs (ODC)**

l) Field Vehicle \$709.69 per month	\$ 26,702.09
m)	\$
n)	\$
o)	\$
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$ 26,702.09
Total cost [(c) + (e) + (j) + (k) + (p)]	\$ 1,608,380.22

Notes:

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

Consultant Anser Advisory, IncContract No. RFP #21-1002662Date 2/9/2022**1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 498,200.00 /	6,020 =	\$ 82.76	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

Average hourly rate	Proposed Escalation		
Year 1 \$ 82.76 +	6%	= \$ 87.73	Year 2 Avg Hourly Rate
Year 2 \$ 87.73 +	5%	= \$ 92.12	Year 3 Avg Hourly Rate
Year 3 \$ 92.12 +	4%	= \$ 95.80	Year 4 Avg Hourly Rate
Year 4 \$ 95.80 +	4%	= \$ 99.63	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1 0.0% *	6020 =	0.0	Estimated Hours Year 1
Year 2 12.3% *	6020 =	740.0	Estimated Hours Year 2
Year 3 69.2% *	6020 =	4164.0	Estimated Hours Year 3
Year 4 18.5% *	6020 =	1116.0	Estimated Hours Year 4
Year 5 *	6020 =	0.0	Estimated Hours Year 5
Total 100.0%	Total =	6020	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number hours)

Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1 \$ 82.76 *	0.0 =	\$ -	Estimated Hours Year 1
Year 2 \$ 87.73 *	740.0 =	\$ 64,920.20	Estimated Hours Year 2
Year 3 \$ 92.12 *	4164.0 =	\$ 383,587.68	Estimated Hours Year 3
Year 4 \$ 95.80 *	1116.0 =	\$ 106,912.80	Estimated Hours Year 4
Year 5 \$ 99.63 *	0.0 =	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 555,420.68	
Direct Labor Subtotal before Escalation =		\$ 498,200.00	
Estimated Total of Direct Labor Salary Increase =		\$ 57,220.68	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section ????
- Estimated yearly percent completed from resource loaded schedule

Consultant RTEContract No. RFP #21-1002662Date 2/9/2022

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Labor Compliance Specialist	Regina Telamantez	650	95.00	105.00	\$100.00	\$65,000.00
Utility Coordinator	Abel Moreno	1,440	40.00	48.00	\$44.00	\$63,360.00

Labor Costs

a) Subtotal Direct Labor Costs	\$	\$128,360.00
b) Anticipated Salary Increases (see page 2 for sample)	\$	9,524.30
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$	137,884.30

Fringe Benefits

d) Fringe Benefits (Rate <u>110.000%</u> %)	e) Total Fringe Benefits [(c)x(d)]	\$	151,672.73
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Indirect Costs

f) Overhead (Rate <u>0.000%</u> %)	g) Overhead [(c)x (f)]	\$	-
h) FCCM <u>0.000%</u> %	i) Gen & Admin [(c) x (h)]	\$	-
j) Total Indirect Costs [(g)+(i)]		\$	-

Fixed Fee (Profit)

n) (Rate <u>12.00%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$	34,746.84
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Total Loaded Labor Costs324,303.87**Other Direct Costs (ODC)**

l)	\$	
m)	\$	
n)	\$	
o)	\$	
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$	-
Total cost [(c) + (e) + (j) + (k) + (p)]	\$	324,303.87

Notes:

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

Consultant RTE Contract No. RFP #21-1002662 Date 2/9/2022

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 128,360.00 /	2,090 =	\$ 61.42	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

Average hourly rate	Proposed Escalation		
Year 1 \$ 61.42 +	6%	= \$ 65.11	Year 2 Avg Hourly Rate
Year 2 \$ 65.11 +	5%	= \$ 68.37	Year 3 Avg Hourly Rate
Year 3 \$ 68.37 +	4%	= \$ 71.10	Year 4 Avg Hourly Rate
Year 4 \$ 71.10 +	4%	= \$ 73.94	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1 0.0% *	2090 =	0.0	Estimated Hours Year 1
Year 2 75.1% *	2090 =	1570.0	Estimated Hours Year 2
Year 3 23.0% *	2090 =	480.0	Estimated Hours Year 3
Year 4 1.9% *	2090 =	40.0	Estimated Hours Year 4
Year 5 *	2090 =	0.0	Estimated Hours Year 5
Total 100.0%	Total =	2090	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number hours)

Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1 \$ 61.42 *	0.0 =	\$ -	Estimated Hours Year 1
Year 2 \$ 65.11 *	1570.0 =	\$ 102,222.70	Estimated Hours Year 2
Year 3 \$ 68.37 *	480.0 =	\$ 32,817.60	Estimated Hours Year 3
Year 4 \$ 71.10 *	40.0 =	\$ 2,844.00	Estimated Hours Year 4
Year 5 \$ 73.94 *	0.0 =	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 137,884.30	
Direct Labor Subtotal before Escalation =		\$ 128,360.00	
Estimated Total of Direct Labor Salary Increase =		\$ 9,524.30	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section ????
- Estimated yearly percent completed from resource loaded schedule

Consultant AIXContract No. RFP #21-1002662Date 2/9/2022

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Construction Safety Specialist	Robert Delgado	1,040	115.00	121.00	\$118.00	\$122,720.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00

Labor Costs

a) Subtotal Direct Labor Costs	\$	<u>\$122,720.00</u>
b) Anticipated Salary Increases (see page 2 for sample)	\$	<u>13,123.20</u>
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$	<u>135,843.20</u>

Fringe Benefits

d) Fringe Benefits (Rate <u>110.000%</u> %)	e) Total Fringe Benefits [(c)x(d)]	\$	<u>149,427.52</u>
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Indirect Costs

f) Overhead (Rate <u>0.000%</u> %)	g) Overhead [(c)x (f)]	\$	<u>-</u>
h) FCCM <u>0.000%</u> %	i) Gen & Admin [(c) x (h)]	\$	<u>-</u>
	j) Total Indirect Costs [(g)+(i)]	\$	<u>-</u>

Fixed Fee (Profit)

n) (Rate <u>12.00%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$	<u>34,232.49</u>
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Total Loaded Labor Costs319,503.21**Other Direct Costs (ODC)**

l)	\$	<u> </u>
m)	\$	<u> </u>
n)	\$	<u> </u>
o)	\$	<u> </u>

p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$	<u>-</u>
Total cost [(c) + (e) + (j) + (k) + (p)]	\$	<u>319,503.21</u>

Notes:

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

Consultant AIX Contract No. RFP #21-1002662 Date 2/9/2022

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 122,720.00 /	1,040 =	\$ 118.00	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

Average hourly rate	Proposed Escalation		
Year 1 \$ 118.00 +	6%	= \$ 125.08	Year 2 Avg Hourly Rate
Year 2 \$ 125.08 +	5%	= \$ 131.33	Year 3 Avg Hourly Rate
Year 3 \$ 131.33 +	4%	= \$ 136.58	Year 4 Avg Hourly Rate
Year 4 \$ 136.58 +	4%	= \$ 142.04	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1 0.0% *	1040 =	0.0	Estimated Hours Year 1
Year 2 30.8% *	1040 =	320.0	Estimated Hours Year 2
Year 3 46.2% *	1040 =	480.0	Estimated Hours Year 3
Year 4 23.1% *	1040 =	240.0	Estimated Hours Year 4
Year 5 *	1040 =	0.0	Estimated Hours Year 5
Total 100.0%	Total =	1040	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number hours)

Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1 \$ 118.00 *	0.0 =	\$ -	Estimated Hours Year 1
Year 2 \$ 125.08 *	320.0 =	\$ 40,025.60	Estimated Hours Year 2
Year 3 \$ 131.33 *	480.0 =	\$ 63,038.40	Estimated Hours Year 3
Year 4 \$ 136.58 *	240.0 =	\$ 32,779.20	Estimated Hours Year 4
Year 5 \$ 142.04 *	0.0 =	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 135,843.20	
Direct Labor Subtotal before Escalation =		\$ 122,720.00	
Estimated Total of Direct Labor Salary Increase =		\$ 13,123.20	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section ????
- Estimated yearly percent completed from resource loaded schedule

Consultant STC Traffic, Inc.Contract No. RFP #21-1002662Date 2/9/2022

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Traffic Signal Systems Principal	Jason Stack	258	95.00	115.00	\$105.00	\$27,090.00
Traffic Signal Systems Design Lead	Christian Lambarth	203	60.00	70.00	\$65.00	\$13,195.00
Traffic Signal Systems Senior Project Engineer	Brett Hansen	603	45.00	65.00	\$55.00	\$33,165.00
Senior Technical Specialist	Adam Lemberg	530	65.00	85.00	\$75.00	\$39,750.00
Technical Specialist	Alain Hungerford	460	45.00	60.00	\$52.50	\$24,150.00
Construction Engineer/Inspector	Kevin Stone	556	45.00	65.00	\$55.00	\$30,580.00
Senior Systems Engineer	Jim Sahagun	520	45.00	65.00	\$55.00	\$28,600.00
Senior Project Engineer	Balaji Shivaji	290	45.00	65.00	\$55.00	\$15,950.00
Project Engineer	Brandon Schlueter	180	40.00	55.00	\$47.50	\$8,550.00
Project Engineer	Joseph Walters	190	40.00	55.00	\$47.50	\$9,025.00
Associate Engineer	Gianluca Pesaresi	80	35.00	45.00	\$40.00	\$3,200.00
Associate Engineer	Ivan Gonzalez	40	35.00	45.00	\$40.00	\$1,600.00

Labor Costs

a) Subtotal Direct Labor Costs	\$ 234,855.00
b) Anticipated Salary Increases (see page 2 for sample)	\$ 22,766.95
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 257,621.95

Fringe Benefits

d) Fringe Benefits (Rate <u>73.310% %</u>)	e) Total Fringe Benefits [(c)x(d)]	\$ 188,862.65
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Indirect Costs

f) Overhead (Rate <u>91.030% %</u>)	g) Overhead [(c)x (f)]	\$ 234,513.26
h) FCCM <u>0.000% %</u>	i) Gen & Admin [(c) x (h)]	\$ -
	j) Total Indirect Costs [(g)+(i)]	\$ 234,513.26

Fixed Fee (Profit)

n) (Rate <u>12.00% %</u>)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$ 81,719.74
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Total Loaded Labor Costs762,717.60**Other Direct Costs (ODC)**

l) Mileage per IRS Rate	\$ 18,450.00
m) Per Diem - Per Caltrans Travel Guide	\$
n)	\$
o)	\$
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$ 18,450.00
Total cost [(c) + (e) + (j) + (k) + (p)]	\$ 781,167.60

Notes:

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

Consultant STC Contract No. _____ #REF! Date 2/9/2022

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 234,855.00 /	3,910 =	\$ 60.07	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

Average hourly rate	Proposed Escalation		
Year 1 \$ 60.07 +	6%	= \$ 63.67	Year 2 Avg Hourly Rate
Year 2 \$ 63.67 +	5%	= \$ 66.85	Year 3 Avg Hourly Rate
Year 3 \$ 66.85 +	4%	= \$ 69.52	Year 4 Avg Hourly Rate
Year 4 \$ 69.52 +	4%	= \$ 72.30	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1 0.0% *	3910 =	0.0	Estimated Hours Year 1
Year 2 48.3% *	3910 =	1889.0	Estimated Hours Year 2
Year 3 30.2% *	3910 =	1180.0	Estimated Hours Year 3
Year 4 21.5% *	3910 =	841.0	Estimated Hours Year 4
Year 5 _____ *	3910 =	0.0	Estimated Hours Year 5
Total 100.0%	Total =	3910	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number hours)

Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1 \$ 60.07 *	0.0 =	\$ -	Estimated Hours Year 1
Year 2 \$ 63.67 *	1889.0 =	\$ 120,272.63	Estimated Hours Year 2
Year 3 \$ 66.85 *	1180.0 =	\$ 78,883.00	Estimated Hours Year 3
Year 4 \$ 69.52 *	841.0 =	\$ 58,466.32	Estimated Hours Year 4
Year 5 \$ 72.30 *	0.0 =	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 257,621.95	
Direct Labor Subtotal before Escalation =		\$ 234,855.00	
Estimated Total of Direct Labor Salary Increase =		\$ 22,766.95	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section ????
- Estimated yearly percent completed from resource loaded schedule

Consultant Soteria CompanyContract No. RFP #21-1002662Date 2/9/2022

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Safety/Security Manager	Thomas Griego	776	\$ 110.00	\$ 120.00	\$115.00	\$89,240.00
Safety/Security Consultant	Jonni Williams	1,220	\$ 38.50	\$ 44.00	\$41.25	\$50,325.00

Labor Costs

a) Subtotal Direct Labor Costs	\$ 139,565.00
b) Anticipated Salary Increases (see page 2 for sample)	\$ 15,586.92
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 155,151.92

Fringe Benefits

d) Fringe Benefits (Rate <u>28.770%</u>)	e) Total Fringe Benefits [(c)x(d)]	\$ 44,637.21
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Indirect Costs

f) Overhead (Rate <u>32.600%</u>)	g) Overhead [(c)x (f)]	\$ 50,579.53
h) FCCM <u>0.000%</u> %)	i) Gen & Admin [(c) x (h)]	\$ -
	j) Total Indirect Costs [(g)+(i)]	\$ 50,579.53

Fixed Fee (Profit)

n) (Rate <u>12.00%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$ 30,044.24
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Total Loaded Labor Costs**280,412.90****Other Direct Costs (ODC)**

l) Airfare - At cost	\$
m) Per Diem Per Caltrans Travel Guide - Estimate	\$
n)	\$
o)	\$

p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$ -
Total cost [(c) + (e) + (j) + (k) + (p)]	\$ 280,412.90

Notes:

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

Consultant Soteria Contract No. RFP #21-1002662 Date 2/9/2022

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 139,565.00 /	1,996 =	\$ 69.92	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

Average hourly rate	Proposed Escalation		
Year 1 \$ 69.92 +	6%	= \$ 74.12	Year 2 Avg Hourly Rate
Year 2 \$ 74.12 +	5%	= \$ 77.83	Year 3 Avg Hourly Rate
Year 3 \$ 77.83 +	4%	= \$ 80.94	Year 4 Avg Hourly Rate
Year 4 \$ 80.94 +	4%	= \$ 84.18	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1 0.0% *	1996 =	0.0	Estimated Hours Year 1
Year 2 27.9% *	1996 =	556.0	Estimated Hours Year 2
Year 3 42.1% *	1996 =	840.0	Estimated Hours Year 3
Year 4 30.1% *	1996 =	600.0	Estimated Hours Year 4
Year 5	1996 =	0.0	Estimated Hours Year 5
Total 100.0%	Total =	1996	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number hours)

Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1 \$ 69.92 *	0.0 =	\$ -	Estimated Hours Year 1
Year 2 \$ 74.12 *	556.0 =	\$ 41,210.72	Estimated Hours Year 2
Year 3 \$ 77.83 *	840.0 =	\$ 65,377.20	Estimated Hours Year 3
Year 4 \$ 80.94 *	600.0 =	\$ 48,564.00	Estimated Hours Year 4
Year 5 \$ 84.18 *	0.0 =	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 155,151.92	
Direct Labor Subtotal before Escalation =		\$ 139,565.00	
Estimated Total of Direct Labor Salary Increase =		\$ 15,586.92	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section ????
- Estimated yearly percent completed from resource loaded schedule

Consultant Soteria CompanyContract No. RFP #21-1002662Date 2/9/2022

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Sr. Security Risk Consultant	Avi Braverman	752	\$ 125.00	\$ 165.00	\$145.00	\$109,040.00
					\$0.00	\$0.00

Labor Costs

a) Subtotal Direct Labor Costs	\$ 109,040.00
b) Anticipated Salary Increases (see page 2 for sample)	\$ 12,839.68
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 121,879.68

Fringe Benefits

d) Fringe Benefits (Rate <u>0.150%</u> (Contract Labor))	e) Total Fringe Benefits [(c)x(d)]	\$ 182.82
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Indirect Costs

f) Overhead (Rate <u>32.380%</u> (Contract Labor))	g) Overhead [(c)x (f)]	\$ 39,464.64
h) FCCM <u>0.000%</u> %)	i) Gen & Admin [(c) x (h)]	\$ -
	j) Total Indirect Costs [(g)+(i)]	\$ 39,464.64

Fixed Fee (Profit)

n) (Rate <u>12.00%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$ 19,383.26
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Total Loaded Labor Costs180,910.40**Other Direct Costs (ODC)**

l) Airfare - At cost	\$ 6,000.00
m) Per Diem Per Caltrans Travel Guide - Estimate	\$ 3,120.00
n)	\$
o)	\$
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$ 9,120.00
Total cost [(c) + (e) + (j) + (k) + (p)]	\$ 190,030.40

Notes:

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

Consultant Soteria Contract No. RFP #21-1002662 Date 2/9/2022

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 109,040.00 /	752 =	\$ 145.00	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

Average hourly rate	Proposed Escalation		
Year 1 \$ 145.00 +	6%	= \$ 153.70	Year 2 Avg Hourly Rate
Year 2 \$ 153.70 +	5%	= \$ 161.39	Year 3 Avg Hourly Rate
Year 3 \$ 161.39 +	4%	= \$ 167.85	Year 4 Avg Hourly Rate
Year 4 \$ 167.85 +	4%	= \$ 174.56	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1 0.0% *	752 =	0.0	Estimated Hours Year 1
Year 2 17.0% *	752 =	128.0	Estimated Hours Year 2
Year 3 52.1% *	752 =	392.0	Estimated Hours Year 3
Year 4 30.9% *	752 =	232.0	Estimated Hours Year 4
Year 5 100.0% *	752 =	0.0	Estimated Hours Year 5
Total	Total	752	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number hours)

Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1 \$ 145.00 *	0.0 =	\$ -	Estimated Hours Year 1
Year 2 \$ 153.70 *	128.0 =	\$ 19,673.60	Estimated Hours Year 2
Year 3 \$ 161.39 *	392.0 =	\$ 63,264.88	Estimated Hours Year 3
Year 4 \$ 167.85 *	232.0 =	\$ 38,941.20	Estimated Hours Year 4
Year 5 \$ 174.56 *	0.0 =	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 121,879.68	
Direct Labor Subtotal before Escalation =		\$ 109,040.00	
Estimated Total of Direct Labor Salary Increase =		\$ 12,839.68	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section ????
- Estimated yearly percent completed from resource loaded schedule

Consultant Guida Surveying, IncContract No. RFP #21-1002662Date 2/9/2022

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor		
			Low	High				
Survey Project Manager	Bernie McNally	120	100.00	110.00	\$105.00	\$12,600.00	\$	4,474.44
Party Chief*	Eric Nickle	300	50.00	65.00	\$57.50	\$17,250.00	\$	7,250.73
Certified Party Chief*	Adam D'Alvia	300	60.00	75.00	\$67.50	\$20,250.00	\$	7,191.07
					\$0.00		\$	18,916.24

Labor Costs

a) Subtotal Direct Labor Costs	\$	50,100.00
b) Anticipated Salary Increases (see page 2 for sample)	\$	5,040.48
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$	55,140.48

Fringe Benefits

d) Fringe Benefits (Rate <u>98.480% %</u>)	e) Total Fringe Benefits [(c)x(d)]	\$	54,302.34
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Indirect Costs

f) Overhead (Rate <u>115.470% %</u>)	g) Overhead [(c)x (f)]	\$	63,670.71
h) FCCM <u>0.900% %</u>	i) Gen & Admin [(c) x (h)]	\$	496.26
	j) Total Indirect Costs [(g)+(i)]	\$	64,166.97

Fixed Fee (Profit)

n) (Rate <u>12.00% %</u>)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$	20,833.17
----------------------------	--	----	-----------

Total Loaded Labor Costs

194,442.96

Other Direct Costs (ODC)

l) Mileage at IRS Rate	\$	1,125.00
m) Agency Fees/Permit Fees at Cost	\$	
n) Outside Reproduction/Printing at Cost	\$	
o) Preliminary Title Reports at Cost	\$	

p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$	1,125.00
Total cost [(c) + (e) + (j) + (k) + (p)]	\$	195,567.96

Notes:

- Employees subject to prevailing wage requirements to be marked with an *. PW will be adjusted annually for this subcontractor as part of the collective bargaining agreement for the applicable determination

Consultant Guida Contract No. RFP #21-1002662 Date 2/9/2022

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 50,100.00 /	720 =	\$ 69.58	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

Average hourly rate	Proposed Escalation		
Year 1 \$ 69.58 +	6%	= \$ 73.75	Year 2 Avg Hourly Rate
Year 2 \$ 73.75 +	5%	= \$ 77.44	Year 3 Avg Hourly Rate
Year 3 \$ 77.44 +	4%	= \$ 80.54	Year 4 Avg Hourly Rate
Year 4 \$ 80.54 +	4%	= \$ 83.76	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1 0.0% *	720 =	0.0	Estimated Hours Year 1
Year 2 40.0% *	720 =	288.0	Estimated Hours Year 2
Year 3 40.0% *	720 =	288.0	Estimated Hours Year 3
Year 4 20.0% *	720 =	144.0	Estimated Hours Year 4
Year 5 100.0% *	720 =	0.0	Estimated Hours Year 5
Total	Total	720	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number hours)

Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1 \$ 69.58 *	0.0 =	\$ -	Estimated Hours Year 1
Year 2 \$ 73.75 *	288.0 =	\$ 21,240.00	Estimated Hours Year 2
Year 3 \$ 77.44 *	288.0 =	\$ 22,302.72	Estimated Hours Year 3
Year 4 \$ 80.54 *	144.0 =	\$ 11,597.76	Estimated Hours Year 4
Year 5 \$ 83.76 *	0.0 =	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 55,140.48	
Direct Labor Subtotal before Escalation =		\$ 50,100.00	
Estimated Total of Direct Labor Salary Increase =		\$ 5,040.48	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section ????
- Estimated yearly percent completed from resource loaded schedule

Consultant Pacific Railway Enterprises

Contract No. _____

Date 2/9/2022

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Systems Manager	Jennifer Purcell	512	\$ 105.00	\$ 125.00	\$115.00	\$58,880.00
Systems Inspector*	Matthew Clark - PW	856	\$ 70.00	\$ 80.00	\$75.00	\$64,200.00
Systems Inspector*	James Ruddy - PW	856	\$ 65.00	\$ 70.00	\$67.50	\$57,780.00
	0 Matthew Clark - Non PW	0	\$ 50.00	\$ 54.00	\$52.00	\$0.00
	0 James Ruddy - Non PW	0	\$ 50.00	\$ 60.00	\$55.00	\$0.00

Labor Costs

a) Subtotal Direct Labor Costs	\$ 180,860.00
b) Anticipated Salary Increases (see page 2 for sample)	\$ 20,491.92
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 201,351.92

Fringe Benefits

d) Fringe Benefits (Rate <u>85.080%</u> %)	e) Total Fringe Benefits [(c)x(d)]	\$ 171,310.21
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Indirect Costs

f) Overhead (Rate <u>0.000%</u> %)	g) Overhead [(c)x (f)]	\$ -
h) FCCM <u>0.000%</u> %	i) Gen & Admin [(c) x (h)]	\$ -
j) Total Indirect Costs [(g)+(i)]		\$ -

Fixed Fee (Profit)

n) (Rate <u>12.00%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$ 44,719.46
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Total Loaded Labor Costs417,381.59**Other Direct Costs (ODC)**

l) Mileage - IRS Rate	\$ -
m) Vehicle Rental- At Cost	\$ 12,350.00
n) Rental Vehicle Fuel - At Cost	\$ 3,800.00
o) Per Diem - Per Caltrans Travel Guidelines	\$ -
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$ 16,150.00
Total cost [(c) + (e) + (j) + (k) + (p)]	\$ 433,531.59

Notes:

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

Consultant PRE Contract No. RFP #21-1002662 Date 2/9/2022

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 180,860.00 /	2,224 =	\$ 81.32	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

Average hourly rate	Proposed Escalation		
Year 1 \$ 81.32 +	6% =	\$ 86.20	Year 2 Avg Hourly Rate
Year 2 \$ 86.20 +	5% =	\$ 90.51	Year 3 Avg Hourly Rate
Year 3 \$ 90.51 +	4% =	\$ 94.13	Year 4 Avg Hourly Rate
Year 4 \$ 94.13 +	4% =	\$ 97.90	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1 0.0% *	2224 =	0.0	Estimated Hours Year 1
Year 2 22.7% *	2224 =	504.0	Estimated Hours Year 2
Year 3 49.6% *	2224 =	1104.0	Estimated Hours Year 3
Year 4 27.7% *	2224 =	616.0	Estimated Hours Year 4
Year 5 *	2224 =	0.0	Estimated Hours Year 5
Total 100.0%	Total =	2224	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number hours)

Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1 \$ 81.32 *	0.0 =	\$ -	Estimated Hours Year 1
Year 2 \$ 86.20 *	504.0 =	\$ 43,444.80	Estimated Hours Year 2
Year 3 \$ 90.51 *	1104.0 =	\$ 99,923.04	Estimated Hours Year 3
Year 4 \$ 94.13 *	616.0 =	\$ 57,984.08	Estimated Hours Year 4
Year 5 \$ 97.90 *	0.0 =	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 201,351.92	
Direct Labor Subtotal before Escalation =		\$ 180,860.00	
Estimated Total of Direct Labor Salary Increase =		\$ 20,491.92	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section ????
- Estimated yearly percent completed from resource loaded schedule

Minute Action

AGENDA ITEM: 36

Date: July 6, 2022

Subject:

Presentation from Santa Ana Watershed Project Authority on Cloud Seeding for the Santa Ana River Watershed

Recommendation:

Receive a presentation from the Santa Ana Watershed Project Authority on a proposed cloud seeding pilot program for the Santa Ana River Watershed.

Background:

In 2020, the Santa Ana Watershed Project Authority (SAWPA) conducted a feasibility study to explore weather modification (cloud seeding) for the Santa Ana River Watershed. Cloud seeding has been implemented successfully in other watersheds throughout California and the western United States. It is also a technology that has been recognized as a legitimate water resource strategy in the California Department of Water Resources' Water Plan, and is described as precipitation enhancement. The SAWPA feasibility study projected a water supply increase to the watershed of 8-11%, at a cost less than a tenth of the cost of untreated imported water.

A four-year pilot program with a validation phase was proposed to further evaluate the program and is being considered to begin in the winter of Fiscal Year 2022/2023. A SAWPA representative will provide an overview of the program, including a PowerPoint presentation. Additional outreach material is posted on the SAWPA website at the following link: <https://sawpa.org/latest-info/watershed-cloud-seeding-feasibility-study/>.

Financial Impact:

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

Reviewed By:

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

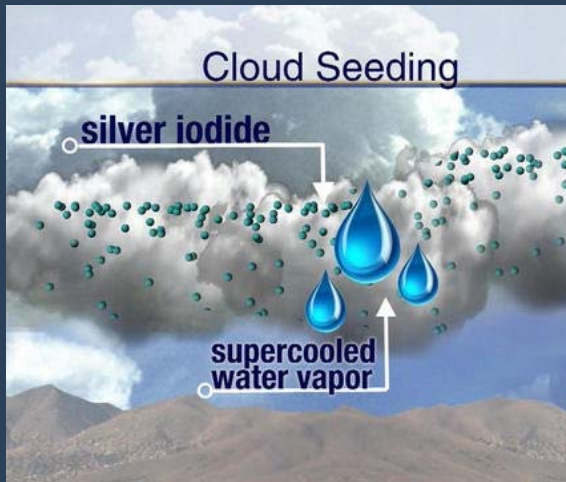
Responsible Staff:

Monique Reza-Arellano, Council of Governments and Equity Programs Manager

Approved
Board of Directors
Date: July 6, 2022

Witnessed By:

Entity: San Bernardino Council of Governments



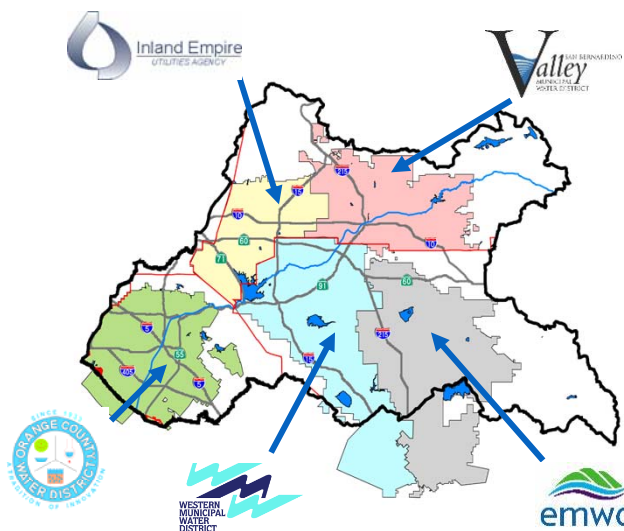
Source: CBS News

Santa Ana River Watershed Weather Modification Pilot Project

Mark Norton PE, LEED AP, ENV SP
Water Resources & Planning Manager
Santa Ana Watershed Project Authority



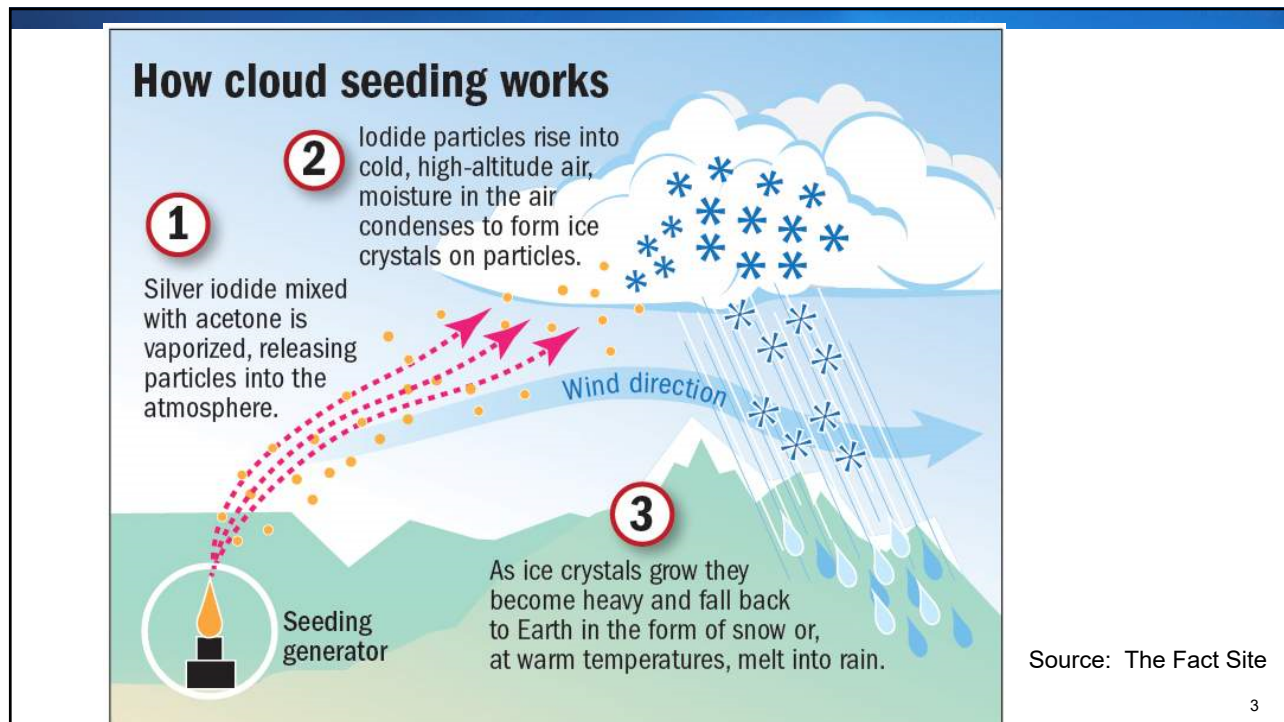
SAWPA: Joint Powers Authority with five Member Agencies



Stakeholders:

- 97 Water-related Agencies
- 4 Counties
- 63 Cities
- State, environmental, and regulatory agencies
- Federal agencies
- Other special districts
- Special interest groups

2



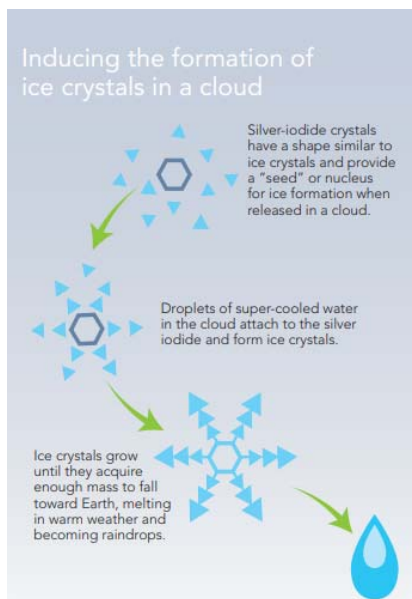
Cloud Seeding History

Background

- Physics is well known
- Started in the U.S. in the 1940s
- Challenges: Overselling, limited science
- Misconceptions remain

Recent Advances

- Weather forecasting
- Computing / Modeling
- Seeding methods
- Scientific validation studies

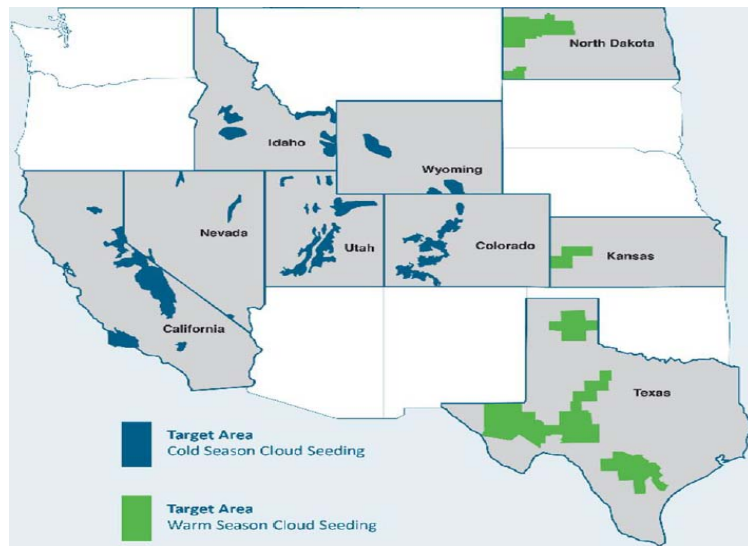


Source: North American Weather Modification Council

4

U.S. Projects

- ◆ Cold Season Cloud Seeding Leaders
 - CA, CO, ID, UT, WY, NV
- ◆ Applications
 - Power Utilities (hydropower)
 - Ski areas
 - Water Resource Agencies
 - Irrigation Districts
- ◆ California Projects
 - Santa Barbara County
 - San Luis Obispo
 - Sacramento Municipal Utility District
- ◆ CA DWR
 - Cloud seeding is a "safe and effective means of augmenting local water supplies."



Source: North American Weather Modification Council

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Ground Based Seeding Methods

CNG's (Cloud Nuclei Generators)



- ◆ Ideal for orographic lift (winds caused by land barriers)
- ◆ Create a continuous plume
- ◆ Inexpensive to install and operate

AHOGS (Automated High Output Ground Seeding) Systems



- ◆ Ideal for strong convective storm attributes (turbulence)
- ◆ Delivers higher concentration of silver iodide
- ◆ Operated remotely – rapid release

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Licensing and Permitting

- Operators are licensed and carry liability insurance
- Suspension criteria turns off program during high precip/flood conditions
- Though no CA state permit required, CEQA mitigated negative declaration will be conducted
- The National Oceanic and Atmospheric Administration (NOAA) also requires activity report about operation and the amounts of seeding material applied.



Cloud Rustling – Downwind Effects Misconception

- “Robbing Peter to pay Paul”
- Cloud seeding activates precipitation otherwise unavailable
- Long-term research (44+ studies) consistently shows no precipitation decreases; some downwind increases shown



Potential Environmental Effects

- Silver iodide is not soluble or biologically available
- 50 years of physical, biological, aquatic, soils and vegetation studies found:
 - Subtle or indiscernible effects
 - Not been measured above background, even after decades of operations
 - Potentially beneficial (more runoff)
- Strong studies with credible results and regulations reflect recent research



Public Health Protection

- Silver Iodide (AgI)
- Concentrations
 - EPA drinking water quality 0.1 mg/L
 - U.S. Public Health Service level 0.05 mg/L
 - Seeded rainfall is 0.1 mcg/L or 1000 times less than EPA standard



Why consider cloud seeding in the Santa Ana River Watershed?

Precipitation – and flows in the Santa Ana River – have been trending down

- Cloud seeding increases precipitation (with an emphasis as snow in upper elevations)
- Produces a local supply
- Potential to reduce the use of imported water

Dry years and droughts occur

- Cloud seeding works in both dry and wet years

Cost effective

- Costs for 8%-11% increase in streamflow is a fraction of the cost of imported water

Supports local water storage

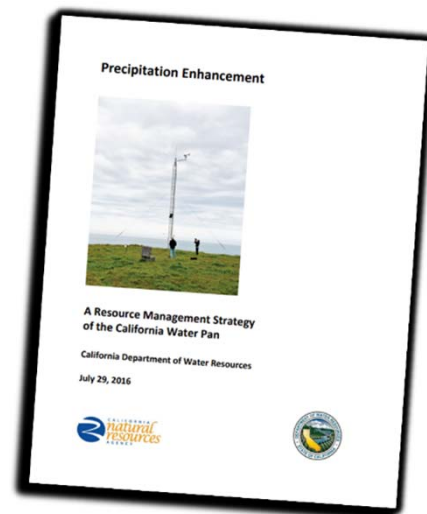
- Natural infiltration
- Takes advantage of existing stormwater capture infrastructure

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Water rights

- DWR “Precipitation Enhancement Report” (2016):

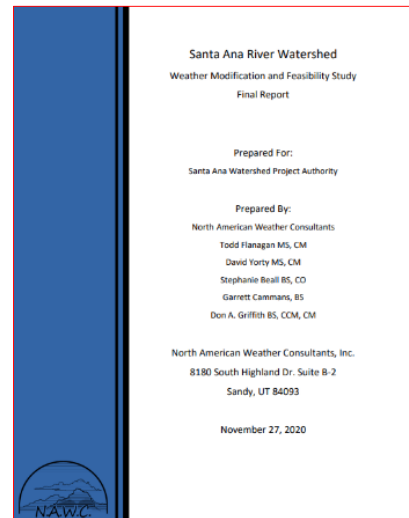
“State law says that water gained from cloud seeding is treated the same as natural supply in regard to water rights.”



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2020 Feasibility Study Outcomes

- Finding:
 - ...the proposed cloud seeding program would be both technically and economically feasible...
- Pilot Program (annual basis)
 - Cost: **\$250,000**
 - Benefits:
 - Streamflow increase = **8,200 AF**
 - Percent increase in streamflow = **8%**
 - Cost per acre-foot (AF) = **~\$25 /AF**



Feasibility Study (2020)

<https://sawpa.org/latest-info/watershed-cloud-seeding-feasibility-study/>

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Feasibility Study Outcomes

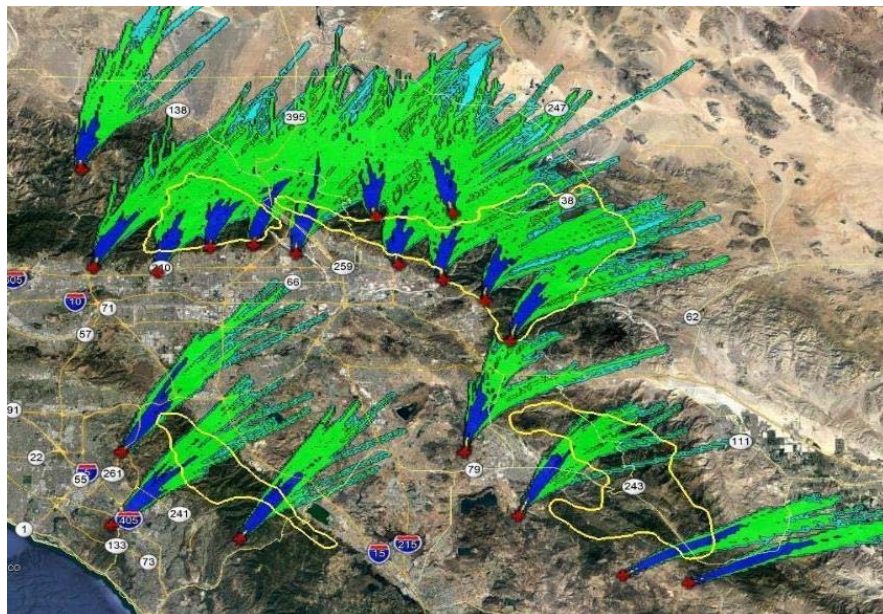
Ground Based Seeding Dispersion Model

4 seeding areas:

- NW
- NE
- SW
- SE

Included a number of ground sites in each area

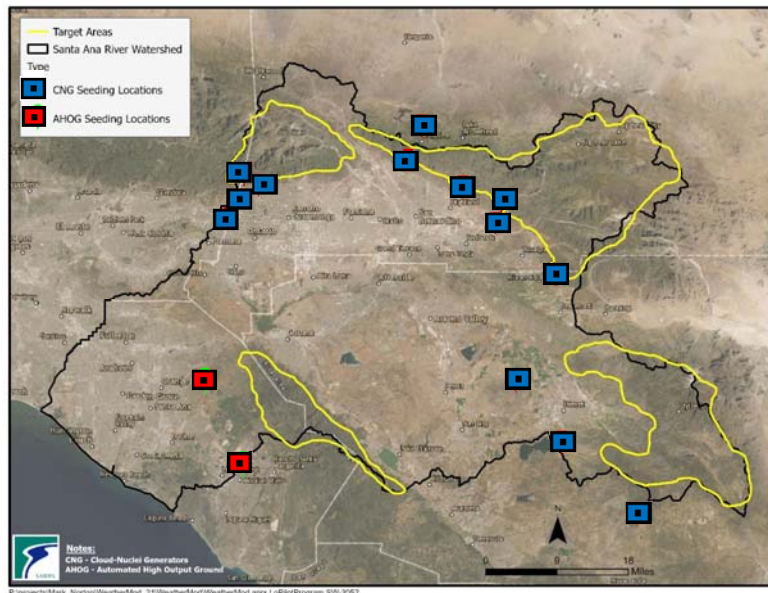
Map reflects one of many projected seed plume scenarios



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Weather Modification Pilot Program Validation

- Verify increases in precipitation
 - Compare Target areas to Control areas
 - 3-4 years needed
- Evaluate increases by areas in watershed
- Benefit/Cost evaluation
- Review of operations
- Review of suspension criteria



Four Year Pilot Project Schedule

Program Element	2020	2021	2022	2023	2024	2025	2026
Feasibility Study							
Outreach: Local Cost Share for Prop 1 Round 2 Grant							
Ground Seeding Site Analysis							
CEQA							
DWR Prop 1 Round 2 Grant Application and Award							
Operations Consultant contract start and seeding units installed							
Pilot Program							
Outreach/Public Engagement							

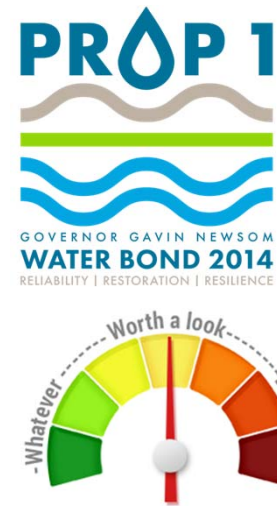
16

Pilot Program Funding

- Prop 1 Round 2 Grant: Cover 50% of cost
- Local cost share (50% match)
 - SAWPA member agencies
 - Other agencies in the watershed

- Commitments (based on current outreach)

• Chino Basin Water Conservation District	\$20,000
• San Geronio Pass Water Agency	\$20,000
• Big Bear Lake Dept of Water & Power	\$12,000
• Big Bear City Community Services District	\$12,000
• Lake Elsinore & San Jacinto Watersheds Authority	\$10,000
• City of Santa Ana	\$10,000
• San Antonio Water Company	\$ 5,000
• City of Corona	\$ 5,000
Total	\$94,000



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Other SAWPA Projects and Activities

- Arundo Removal Headwaters Project with Inland Empire Resource Conservation District – 5-year project, 10,000+ acres
- (WECAN) Turf removal and drought tolerant planting/irrigation with City of Riverside – 100,000 SF in disadvantaged communities
- Drought Relief \$5M Grant – five small water agencies being supported with water infrastructure serving disadvantaged communities
- (OWOW) State grant for integrated regional water management projects- \$29 million with \$4.1 million directed for disadvantaged communities



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Thank You!

Mark Norton PE

mnorton@sawpa.org

951.354.4221

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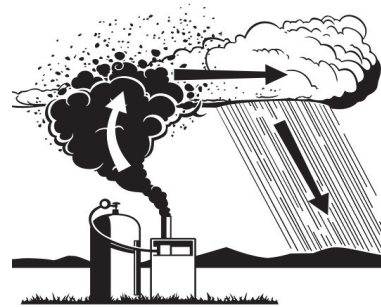
SANTA ANA RIVER WATERSHED PILOT WEATHER MODIFICATION PROGRAM

What is the Pilot Weather Modification Program?

In 2020, the Santa Ana River Watershed Project Authority (SAWPA) conducted a study on the economic and technical feasibility of implementing a weather modification, also known as cloud seeding program in the Santa Ana River Watershed to increase water supply in the region. With this study, SAWPA will now conduct a 4-year weather modification program to gather the necessary data for ensure the program is feasible and can be implemented in the watershed.

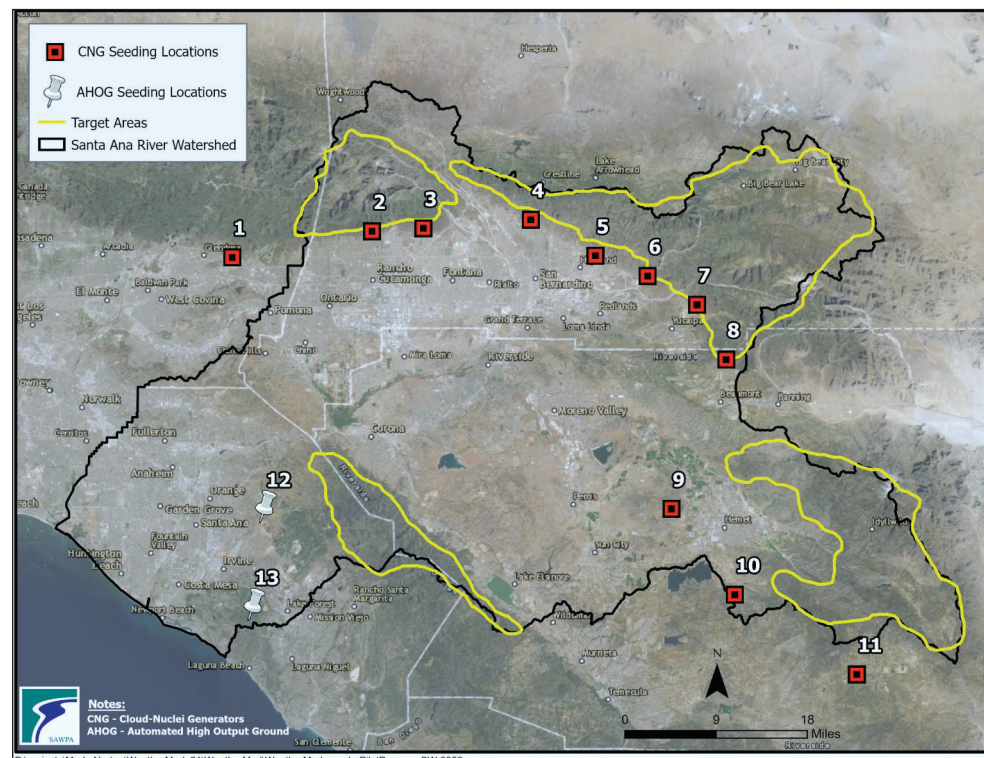
What is Cloud Seeding?

Cloud seeding is a type of weather modification used to increase the amount of precipitation, including snow or rain, during the storm season. This process works through releasing particles of *silver iodide* into clouds, which increase the chances of droplet condensation.



Targeted Areas

The program was designed to be implemented in four distinct mountain regions in the watershed. These areas were selected based on their contribution to past seasonal runoff. SAWPA has analyzed multiple storm events in the watershed over the several winter seasons, allowing them to compile a detailed climatology of the Santa Ana River Watershed region. From this, SAWPA has compiled an array of seeding sites for the Watershed's four target areas which then would be seeded by 13 ground seeding locations.



Benefits

The following are some of the major economic and environmental benefits of implementing ground based cloud seeding in the Watershed:

- Increase of 8% in precipitation, increasing runoff/streamflow in the Santa Ana River, mitigating the negative effects of climate change, and enhancing riparian habitat
- Increase in water supply for the region, enhancing groundwater recharge and reducing reliability on imported water
- Increase in snowpack for snow season recreational activities

How does cloud seeding work?

1. Storms come into the Watershed region, bringing in clouds and moist air (humidity)
2. Silver iodide particles are released into the atmosphere using ground based seeding systems
3. Freezing in the clouds is activated by silver iodide particles
4. Snowflakes fall to the ground, increasing the amount of snowpack in mountainous regions



Cloud Seeding is Safe

From 50 years of research, there have been no human effects caused by the cloud seeding agent, silver iodide. The concentration of silver in rainwater or snow from a seeded cloud is much less than the U.S. EPA's standard for silver in drinking water. The potential environmental impacts of silver iodide have been studied extensively and represents a negligible risk to the environment. Cloud seeding



Cloud Seeding Method

Ground-based seeding consists of two methods called *Cloud Nuclei Generators (CNGs)* and *Automated High Output Ground Seeding (AHOGS)*.

CNGs are manually operated and burn a solution of silver iodide and acetone, creating a continuous plume of seeding material that covers broad areas over mountainous terrain. AHOGS systems are remotely operated units, burning in-place flares that rapidly release a high concentration of silver iodide and are ideal for seeding convective bands with high concentrations of supercooled liquid water and strong vertical updrafts. These systems are more expensive than traditional ground generators and are therefore used sparingly when the benefit outweighs the added investment.



CNG



AHOGS

Program Schedule

Jan 2022

Notice of Intent submitted for pilot project & Public review period

Feb 2022

CEQA Public Meeting

Mar-Apr 2022

Public Review period closes

Jun 2022

SAWPA Board of Commissioners to review documents

Mid-July 2022

SAWPA Board of Commissioners to approve CEQA for project

October 2022

Pilot Cloud Seeding Program begins

Ensuring Wildlife and Community Safety from Wildfires

The cloud seeding process uses “burn-in-place” flares, meaning the flare never leaves its point of origin. Any embers from the aerial flares will extinguish before they hit the ground because of the elevation. The CNG and AHOGS systems use specialized spark arrestors to catch embers and prevent them from hitting the ground around the installations. In addition, weed reduction is performed to prevent weeds from encroaching on the seeding stations. The AHOGS towers are also equipped with cameras that are used during the seeding process. These systems have been in use for almost 30 years without any issues in California.



Suspension Criteria for Flood Prevention & Water Quality Protection

When large fires occur, an experienced weather modification contractor will work closely with flood districts to determine the best approach for the season or seasons following the fire. Fires can result in some adjustments to suspension criteria in affected areas of the program. The Santa Ana River Watershed’s four target areas are fairly well-isolated from each other and are all targeted during different wind regimes.

Probability would indicate that the cloud seeding program would only miss one event every two years due to program design to avoid flooding concerns in the downwind area of Riverside County (Southwest target area), which would have only a marginal impact on the overall program effectiveness. In

Increasing Streamflow in the Santa Ana River

Increases in precipitation in the Santa Ana River Watershed yield a roughly 1.15 multiplicative factor on stream flow. For example, a 10% increase in precipitation will yield a 15% increase in streamflow. Waterways are generally more efficient when more runoff is present, as a smaller percentage of the augmented runoff is lost to soil absorption. As a result, a positive impact down the entire stream & river network in the Santa Ana River Watershed can be predicted.



Calculating Precipitation Increases with Past Climate Data

The average rainfall is determined by averaging values at the available precipitation stations. The average projected rainfall was not based on the most recent five seasons. Instead, the study sought to ensure that the program would be cost effective even if there were dry years mixed in with average years. Therefore, five noncontinuous seasons from the past 10 historic years were evaluated. These five selected seasons were selected to represent a modified average that would more accurately represent the benefits of seeding during naturally occurring “dry,” “normal” and “wetter” years.

The expected increase in urban, populated areas is projected to be dramatically lower, as they are not a primary target for any of the generators. The largest increases would be for areas downwind from the AHOGS in the Southwest area.

Who is SAWPA?

SAWPA is a Watershed Agency Focused on Regional Water Issues

The Santa Ana River Watershed Project Authority (SAWPA) was created to help resolve interagency conflicts and address regional water issues in the Santa Ana River watershed. SAWPA tackles issues related to water supply reliability, water quality improvement, recycled water, wastewater treatment, groundwater management, and brine disposal.

SAWPA's Role

SAWPA Supports its Member Agencies and Other Organizations with Water Planning

SAWPA is a Joint Powers Authority of five member agencies that supports water resources planning: Eastern Municipal Water District, Inland Empire Utilities Agency, Orange County Water District, San Bernardino Valley Municipal Water District, and Western Municipal Water District. SAWPA seeks to create and facilitate partnerships with and between organizations pursuing shared interests and overall watershed sustainability. Our regional leadership provides a model of collaboration and cooperation utilizing integrated solutions. SAWPA's Mission is to:

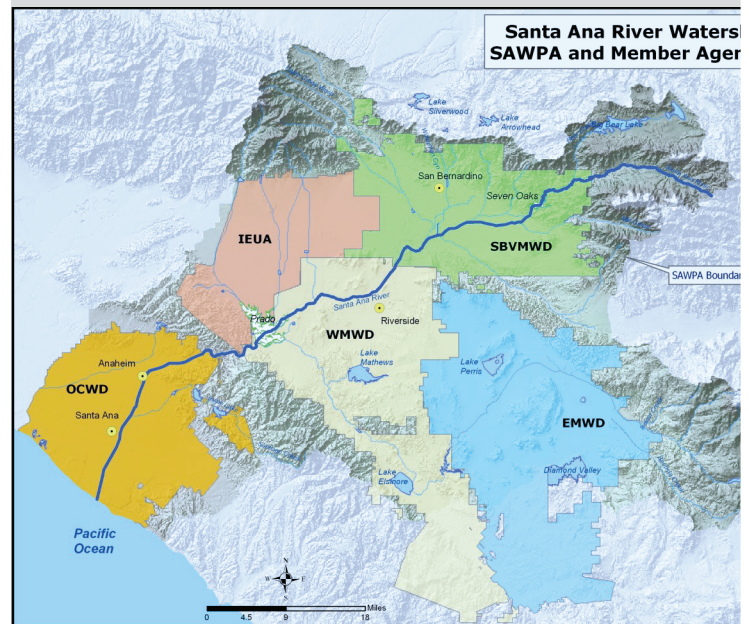
- Facilitate communication
- Identify emerging opportunities
- Develop regional plans
- Secure funding
- Implement programs
- Build projects
- Operate and maintain facilities

SAWPA Administers Multi-Agency Task Forces

SAWPA serves as an administrator for several Task Forces within the watershed through meeting facilitation, contract service administration, and Task Force Agreement coordination. Through collaborative processes, SAWPA creates value by building relationships among regulators, SAWPA members, and regulated parties that allow for economies of scale, reduced costs, or increased benefits in addressing water related issues; provides regional capacity and neutral venue for supporting multi-agency forum(s) to address the water resources challenges in the Santa Ana River Watershed; and assists in the establishment and on-going facilitation of stakeholder processes to address watershed-specific issues.

SAWPA Regional Planning Efforts

- Middle Santa Ana River TMDL Task Force
- Emerging Constituents Program Task Force
- Imported Water Recharge Workgroup
- Regional Water Quality Monitoring Task Force
- One Water One Watershed Program
- Santa Ana Sucker Conservation Team
- Lake Elsinore and Canyon Lake TMDL Task Force
- Forest First
- Water Energy Community Action Network
- Arundo Habitat Management



Learn More and Contact Information

To learn more about the Pilot Weather Modification Program, please visit:



sawpa.org/latest-info/watershed-cloud-seeding-feasibility-study/



Contact Mark Norton at:
mnorton@sawpa.org

ADDITIONAL INFORMATION

BOARD OF DIRECTORS ATTENDANCE RECORD – 2022

Name	Jan	Feb	March	April	May	June	June 29 Workshop	July	Aug DARK	Sept	Oct	Nov	Dec
Paul Cook Board of Supervisors	X	X	X	X	X	X							
Janice Rutherford Board of Supervisors		X	X	X	X	X	X						
Dawn Rowe Board of Supervisors	X	X	X	X	X	X	X						
Curt Hagman Board of Supervisors	X	X	X	X	X	X							
Joe Baca, Jr. Board of Supervisors	X	X	X	X	X	X	X						
Daniel Ramos City of Adelanto		X	X				X						
Art Bishop Town of Apple Valley	X	X	X	X	X	X	X						
Paul Courtney City of Barstow	X	X	X		X								
Rick Herrick City of Big Bear Lake		X	X		X	X	X						
Eunice Ulloa City of Chino	X	X	X	X		X	X						
Ray Marquez City of Chino Hills		X	X	X	X	X	X						
Frank Navarro City of Colton	X	X	X	X	X	X	X						
Acquanetta Warren City of Fontana	X	X	*	X	X	X	X						
Darcy McNaboe City of Grand Terrace	X	X	X	X	X	X							
Rebekah Swanson City of Hesperia	X	X	X	X	X	X	X						
Larry McCallon City of Highland	X	X	X	X	X	X	X						

X = member attended meeting. * = alternate member attended meeting. Empty box = did not attend meeting. Crossed out box = not a Board Member at the time. Shaded box=no meeting

BOARD OF DIRECTORS ATTENDANCE RECORD – 2022

Name	Jan	Feb	March	April	May	June	June 29 Workshop	July	Aug DARK	Sept	Oct	Nov	Dec
Rhodes ‘Dusty’ Rigsby City of Loma Linda	X		X	X	X	X							
John Dutrey City of Montclair	X	X	X	X	X	X	X						
Edward Paget City of Needles	X	X	X		X	X							
Alan Wapner City of Ontario	X	X	X		X	X	X						
L. Dennis Michael City of Rancho Cucamonga	X	X	X	X	*	X	X						
Paul Barich City of Redlands		X	X	X	X	X							
Deborah Robertson City of Rialto	X	X	X	X		X	X						
John Valdivia City of San Bernardino	X	X	X *	X	X	X	X						
Joel Klink City of Twentynine Palms	X	X	X	X	X	X							
Carlos A. Garcia City of Upland		X	X		X	X							
Debra Jones City of Victorville	X	X	X	X	X	X	*						
David Avila City of Yucaipa	X	X	X	X	X	X	X						
Rick Denison Town of Yucca Valley	X	X	X	X	X	X	X						
Michael Beauchamp Ex-Official Member	Diane Morales	X	X	X	X								
Diane Morales Interim Ex-Official Member						Ray Desselle							

Communication: Attendance (Additional Information)

X = member attended meeting. * = alternate member attended meeting. Empty box = did not attend meeting. Crossed out box = not a Board Member at the time. Shaded box=no meeting

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist Board Members and partners as they participate in deliberations at Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. Staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CPUC	California Public Utilities Commission
CSAC	California State Association of Counties
CTA	California Transit Association
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DEMO	Federal Demonstration Funds
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report (California)
EIS	Environmental Impact Statement (Federal)
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds

MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PSE	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 st Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

COMMITTEE MEMBERSHIP

San Bernardino County Transportation Authority (SBCTA)
Representatives on SCAG Committees

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:15 p.m.)	POLICY COMMITTEES (Regional Council Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa) District 7 (San Bernardino, Highland) District 8 (Rialto, Fontana) District 9 (Rancho Cucamonga, Upland, Montclair) District 10 (Chino, Chino Hills, Ontario) District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley) District 65 (Adelanto, Apple Valley, Hesperia, Victorville) San Bernardino County † Community of Concern Appointee	F. Navarro L. McCallon D. Robertson L. Michael R. Marquez R. Putz L. Becerra C. Hagman G. Reyes	G. Reyes	D. Robertson R. Putz	F. Navarro L. McCallon L. Michael R. Marquez L. Becerra C. Hagman
†† San Bernardino County Transportation Authority Appointee	A. Wapner			A. Wapner
SBCTA Subregional Appointees* *One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SBCTA has a total of seven subregional appointees to the policy committees. Terms of appointment expire December 31 of odd-numbered years.		David Avila Ed Paget Acquanetta Warren	Cynthia Moran John Valdivia Rick Denison	John Dutrey

Rules of Appointment

1) SBCTA policy stipulates that all SBCTA appointees be SBCTA Board Members. 2) SCAG President appoints Regional Council members to Standing and Policy Committees.

Terms of Appointment

Terms of appointment are two years, commencing on adjournment of the annual General Assembly in May of each year. Even-numbered District representatives' terms expire in even-numbered years; odd-numbered District representatives expire in odd-numbered years. † Community of Concern appointee, appointed by the County Regional Council representative for a two-year term. †† SBCTA Regional Council Representative serves a two-year term from the date of appointment.

Stipend Summary

SCAG Regional Council members receive a \$120 stipend for attendance and travel to SCAG sponsored meetings. Regional Council members may also receive reimbursement for public transit expenses or a mileage reimbursement. Parking is validated at SCAG's downtown Los Angeles office for RC members. RC members are eligible to receive up to six (6) per diem stipends per month. Both RC members and Subregional Appointees, if eligible, may receive reimbursement (\$150 + taxes) for lodging (please review SCAG rules before making expenditure). Subregional Appointees shall receive a \$120 stipend for up to four Policy or Task Force meetings per month.

Meeting Information

The regular meetings of SCAG Regional Council and Policy Committees are on the 1st Thursday of each month at the SCAG offices located at 900 Wilshire Blvd., Ste. 700, Los Angeles. Generally, the Policy Committee meetings start at 10 AM and Regional Council meetings start at 12:15 PM.

Policy Committees

Community, Economic, and Human Development: Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

Energy and Environment: Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation. Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation.

Transportation: Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

Appointments to External Agencies

The San Bernardino County Transportation Authority (SBCTA) and San Bernardino Council of Governments (SBCOG) work closely with not only the County and cities within the County of San Bernardino, but with a number of regional governments that relate to the multiple counties within the Southern California region. Members of the SBCTA Board of Directors frequently take active roles in representing the interests of San Bernardino County on these regional bodies. This participation provides assurance that the unique needs and characteristics of San Bernardino County are taken into consideration as policies are developed which impact this County and its individual local government units. Active participation in regional organizations further promotes the interests of San Bernardino County and secures its appropriate role in the Southern California region.

The following table lists some of the regional bodies upon which SBCTA and SBCOG representatives serve.

Committee	Appointee	Appointing Authority	Purpose	Term
California Association of Councils of Governments	Alan Wapner, Ontario	President	CALCOG facilitates communication and information sharing among its members. Most members of CALCOG are Councils of Governments (COGs), while some are transportation commissions and others are the large Metropolitan Planning Organizations like SCAG and SANDAG. CALCOG is governed by a Board of Directors comprised of a representative from each member's Board of Directors.	12/31/22
Inland Empire Economic Partnership (IEEP)	Dennis Michael, Rancho Cucamonga	President	The IEEP is a partnership that includes business, government and academic leaders to develop and carry out initiatives to benefit the region.	
The Sam and Alfreda L. Maloof Foundation for Arts and Crafts	Janice Rutherford, Supervisor	Board of Directors	A non-profit corporation that participates in the preparation of the Conservation Plan and oversees the activities and assets of the Foundation. A payment of stipend for participation has not been authorized.	12/31/23
Gold Line Phase II Joint Powers Authority	John Dutrey, Montclair, Primary Ray Marquez, Chino Hills, Alternate	Board of Directors	The Gold Line Phase II Construction Authority is a Joint Powers Authority (JPA) formed by 14 cities along the corridor and SBCTA. The JPA serves as a forum for the review, consideration, study, development and recommendation of policies and plans for the extension of the Gold Line from Pasadena to Montclair. Members receive \$100 payment from Gold Line Authority for participation.	12/31/23 12/31/22
Metro Gold Line Foothill Extension Construction Authority	Alan Wapner, Ontario, Primary John Dutrey, Montclair, Alternate	President	The Authority is responsible for the development of a light rail project from the City of Los Angeles into San Bernardino County. The Authority board meets on the second and fourth Wednesday of the month at 7:00 p.m. at the Authority's office in Monrovia. Members receive \$150 for each day spent on Authority business, not to exceed \$600 per month.	12/31/22 12/31/22
Mobile Source Air Pollution Reduction Review Committee	Larry McCallon, Highland, Primary John Valdivia, San Bernardino, Alternate	Board of Directors	Develops and implements work programs which reduce mobile source emissions, funded by AB2766 (portion of the \$4 motor vehicle registration fee). County Commissions, SCAQMD, and ARB have one appointment with alternates. In April 2005, SBCTA authorized a stipend of \$100 per day. The MSRC meets on the third Thursday of the month at 2:00 p.m. at South Coast Air Quality Management District in Diamond Bar.	12/31/22 12/31/22

Appointments to External Agencies

Committee	Appointee	Appointing Authority	Purpose	Term
One Water One Watershed (OWOW) Steering Committee of the Santa Ana Watershed Project Authority	Deborah Robertson, Rialto	Board of Directors	<p>Responsible for developing the integrated Regional Water Management Plan for the Santa Ana River.</p> <p>The term of the appointment is for four years for a city representative from San Bernardino County.</p> <p>Officers leaving elected office after appointment are still eligible to serve. Beginning January 2016, the OWOW meets on the 4th Thursday of every other month at 11:00 a.m. at the Santa Ana Watershed Project Authority (SAWPA). Members of the Steering Committee do not receive a stipend.</p>	12/31/22
SCAG Policy Committees	See associated table.	The Board has authorized the President to make appointments to SCAG Policy Committees.	SBCTA also has authority to appoint up to seven appointees to the three SCAG Policy Committees: i.e., Community Economic and Human Development, Energy and Environment, and Transportation. SCAG pays appointees to policy committees a stipend of \$120 per meeting.	See associated table – Representatives on SCAG Committees
Southern California Regional Rail Authority	Alan Wapner, Ontario, Primary Larry McCallon, Highland, Primary Ray Marquez, Chino Hills, Alternate John Dutrey, Montclair, Alternate	Board of Directors (Recommendation made by the Transit Committee)	<p>SCRRA serves as the governing body for Metrolink, the regional commuter rail system serving the five Southern California Counties.</p> <p>Members receive payment of \$100 per day from SCRRA for participation.</p>	Indefinite
SR 91 Advisory Committee	Ray Marquez, Chino Hills, Ex-Officio Member	Board of Directors	<p>The Committee reviews issues and makes recommendations to OCTA regarding the transportation facilities acquired, including tolls imposed, operations, maintenance, use of toll revenues, and improvements in the area of SR 91 between I-15 and SR 55, including the identification and siting of alternate highways.</p> <p>SBCTA has not authorized payment of stipend for participation.</p>	12/31/22

Communication: Appointments to External Agencies (Committee Membership)

San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
General Policy Committee Membership consists of the following: SBCTA President, Vice President, and Immediate Past President 4 East Valley (3 City, 1 County) 4 West Valley (3 City, 1 County) 4 Mt/Desert (3 City, 1 County) City members shall be SBCTA Board Members elected by caucus of city SBCTA Board Members within the subarea. Policy Committee and Board Study Session Chairs are members of this policy committee. All City members serving as Board officers, Committee chairs, or Board Study Session Chair, are counted toward their subareas City membership. Supervisors collectively select their representatives. The SBCTA Vice President shall serve as Chair of the General Policy Committee.	Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight. Committee has authority to approve contracts in excess of \$25,000 with notification to the Board of Directors. (Brown Act)	<u>West Valley</u> Ray Marquez, Chino Hills (Chair TC) Acquanetta Warren, Fontana Alan Wapner, Ontario Curt Hagman, Supervisor (Vice Chair/ President) <u>East Valley</u> Frank Navarro, Colton (Past President) Darcy McNaboe, Grand Terrace Larry McCallon, Highland Dawn Rowe, Supervisor (Chair MVSS & MDC) <u>Mountain/Desert</u> Art Bishop, Apple Valley (Chair/Vice President) Edward Paget, Needles Debra Jones, Victorville Paul Cook, Supervisor Should the chairs of each Committee and the Officers all be from the East Valley, West Valley or Mountain/Desert, additional members may be added to maintain geographical balance. Additional Board Members may be appointed annually at the discretion of the Board President.	6/30/2022 6/30/2022 6/30/2022 6/30/2022 6/30/2022 6/30/2022 6/30/2022 6/30/2022 6/30/2022 6/30/2022 6/30/2022 6/30/2022 Indeterminate (6/30/2022) 12/31/2022 (6/30/2023) 12/31/2023 12/31/2023 Indeterminate Indeterminate Indeterminate 12/31/2023 12/31/2022 12/31/2022 12/31/2022 12/31/2022
Transit Committee Membership consists of 12 SBCTA Board Members: 10 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members, and 2 Mountain/Desert Board Members. SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SBCTA Board. Other members are appointed by the SBCTA President for 2-year terms.	Provides policy guidance and recommendations to the SBCTA Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service. * SCRRA Primary Member ** SCRRA Alternate Member (Brown Act)	Ray Marquez, Chino Hills** (Chair) David Avila, Yucaipa (Vice Chair) Frank Navarro, Colton Acquanetta Warren, Fontana Larry McCallon, Highland* John Dutrey, Montclair** Alan Wapner, Ontario* L. Dennis Michael, Rancho Cucamonga Deborah Robertson, Rialto John Valdivia, San Bernardino Rick Denison, Yucca Valley Dawn Rowe, Supervisor	Indeterminate (6/30/2022) 12/31/2022 (6/30/2023) 12/31/2023 12/31/2023 Indeterminate Indeterminate Indeterminate 12/31/2023 12/31/2022 12/31/2022 12/31/2022 12/31/2022

Communication : Committee Membership (Committee Membership)

San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Mountain/Desert Committee Membership consists of 11 SBCTA Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, and Third Districts.	Provides ongoing policy level oversight related to the full array of SBCTA responsibilities as they pertain specifically to the Mountain/Desert subregion. The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan. (Brown Act)	Art Bishop, Apple Valley (Chair) Paul Cook, Supervisor (Vice Chair) Daniel Ramos, Adelanto Paul Courtney, Barstow Rick Herrick, Big Bear Lake Cameron Gregg, Hesperia Edward Paget, Needles Joel Klink, Twentynine Palms Debra Jones, Victorville Rick Denison, Yucca Valley Dawn Rowe, Supervisor	Indeterminate (6/30/20 Indeterminate (6/30/20 Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate
Legislative Policy Committee Membership consists of the following: President, Vice-President, Immediate Past President and four Board members appointed by the Board President. - 1 East Valley member - 1 West Valley member - 1 Mountain/Desert member - 1 County member Members shall serve for the duration of the State and Federal two-year legislative session in which they were appointed, with terms expiring December 31 of even-numbered years. The SBCTA Board President shall serve as Chair of the Legislative Policy Committee.	Provide guidance and recommendations to the Board of Directors regarding issues and actions relating to the executive, legislative or judicial branches of the State and Federal government, or any other local governing body. Review and provide input on drafting of State and Federal legislative platform, which will serve as guiding principles to support or oppose State and Federal legislation and regulations. (Brown Act)	Art Bishop, Town of Apple Valley (President) Dawn Rowe, Supervisor (Vice President) Curt Hagman, Supervisor (Past President) Larry McCallon, Highland Alan Wapner, Ontario Rick Denison, Yucca Valley Janice Rutherford, Supervisor	Indeterminate Indeterminate Indeterminate 12/31/2022 12/31/2022 12/31/2022 12/31/2022

Policy Committee Meeting Times

General Policy Committee	Second Wednesday, 9:00 a.m., SBCTA Office
Legislative Policy Committee	Second Wednesday, 9:30 a.m., SBCTA Office
Transit Committee	Second Thursday, 9:00 a.m., SBCTA Office
Mountain/Desert Committee	Third Friday, 9:30 a.m., Victorville, CA

Board of Directors Study Sessions for Metro Valley Issues

STUDY SESSION	PURPOSE	MEMBERSHIP	TERMS
Board of Directors Study Sessions for Metro Valley Issues Refer to SBCTA Policy 10007.	To review, discuss, and make recommendations for actions to be taken at regular meetings of the Board on issues relating to Measure I Projects in the Valley. (Brown Act)	Board of Directors Dawn Rowe, Supervisor (Chair) John Valdivia, San Bernardino (Vice Chair)	6/30/2023 6/30/2023

Meeting Time: Second Thursday, 9:30 a.m., SBCTA Office

I-10 and I-15 Corridor Joint Sub-Committee

Joint Sub-Committee	PURPOSE	MEMBERSHIP	TERMS
I-10 and I-15 Corridor Joint Sub-Committee of the Board of Directors Metro Valley Study Session and the Mountain/Desert Policy Committee Members of the committee will be members of the SBCTA Board of Directors and will be appointed by the SBCTA Board President. The President will appoint the Chair and Vice-Chair of the Sub-Committee. The Sub-Committee will include a minimum of nine and a maximum of fourteen SBCTA Board members. Membership will be composed of a minimum of three representatives from the East Valley; and a minimum of two representatives from the Victor Valley. The Sub-Committee will meet as necessary immediately following the Metro Valley Study Session.	The purpose is to consider and make recommendations to the Board of Directors on the development of express lanes in San Bernardino County, in particular on the I-10 and I-15 Corridors. (Brown Act)	Alan Wapner, Ontario (Chair) Art Bishop, Town of Apple Valley (Vice Chair) Joe Baca Jr., Supervisor Paul Cook, Supervisor Larry McCallon, Highland L. Dennis Michael, Rancho Cucamonga Frank Navarro, Colton Deborah Robertson, Rialto Acquanetta Warren, Fontana	12/31/2022 12/31/2022 12/31/2022 12/31/2022 12/31/2022 12/31/2022 12/31/2022 12/31/2022

Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Public and Specialized Transportation Advisory and Coordinating Council (PASTACC) Membership consists of 11 members appointed by the SBCTA Executive Director. 5 representing Public Transit Providers 1 representing County Dept. of Public Works 2 representing the Consolidated Transportation Services Agency - Omnitrans and VVTA also represent CTSA for the Valley and High Desert respectively. 5 At Large Members representing Social Service Providers	Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC’s statutory responsibilities; (1) Review and make recommendations on annual Unmet Transit Needs hearing findings (2) Score and make recommendations for Federal Transit Administration Section 5310 Capital Grant Program applications (3) Assist SBCTA in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan (4) Review call for projects for Federal Transit Administration Section 5310 grant applications (5) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit (6) Monitor and disseminate information in reference to State level law and recommendations as they relate to transit and specialized transit (7) Receive annual reports on funded specialized programs funded through FTA Section 5310 and Measure I (8) Identify regional or county level areas of unmet needs (9) Address special grant or funding opportunities (10) Address any special issues of PASTACC voting and non-voting members (Brown Act)	Standing Membership – Morongo Basin Transit Authority Mountain Transit City of Needles Transit Services Omnitrans Victor Valley Transit Authority County of San Bernardino Dept. of Public Works At Large Membership – San Bernardino Dept. of Aging and Adult Services Foothill Aids OPARC Option House Loma Linda University Health	On-going On-going On-going On-going On-going On-going 5/31/2024 9/30/2023 9/30/2023 6/30/2022 5/31/2024

Meeting Dates and Time: Bi monthly, beginning in January, 2nd Tuesday of the month, 10:00 a.m., (Location rotates: SBCTA Office, VVTA, MBTA)

Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan</p> <p>The ITOC shall provide citizen review to ensure that all Measure I funds are spent by the San Bernardino County Transportation Authority (hereby referred to as the Authority) in accordance with provision of the Expenditure Plan and Ordinance No. 04-01. The ordinance specifies that each member of the ITOC have certain credentials or experience as follows:</p> <p>A. One member who is a professional in the field of municipal audit, finance and/or budgeting with a minimum of five years in a relevant and senior decision-making position in the public or private sector.</p> <p>B. One member who is a licensed civil engineer or trained transportation planner with at least five years of demonstrated experience in the fields of transportation and/or urban design in government and/or the private sector. No member shall be a recipient or sub-recipient of Measure “I” funding.</p> <p>C. One member who is a current or retired manager of a major publicly financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements.</p> <p>D. One member who is current or retired manager of a major privately financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements.</p> <p>E. One public member, who possesses the knowledge and skills which will be helpful to the work of the ITOC.</p> <p>In addition to the appointed members, the SBCTA President and Executive Director will serve as ex-officio members.</p>	<p>The ITOC shall review the annual audits of the Authority; report findings based on the audits to the Authority; and recommend any additional audits for consideration which the ITOC believes may improve the financial operation and integrity of program implementation.</p> <p>The Authority shall hold a publicly noticed meeting, which may or may not be included on the agenda of a regularly scheduled Board meeting, with the participation of the ITOC to consider the findings and recommendations of the audits.</p> <p>(Brown Act)</p>	<p>Vacant (A)</p> <p>Gerry Newcombe (B)</p> <p>Wayne Hendrix (C)</p> <p>Rick Gomez (D)</p> <p>Mike Layne (E)</p> <p>Curt Hagman, Ex-Officio</p> <p>Ray Wolfe, Ex-Officio</p>	<p>12/31/24</p> <p>12/31/22</p> <p>12/31/22</p> <p>12/31/22</p>

SBCTA Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
<p>Emerging Technology Ad Hoc Committee</p> <p>On October 6, 2021, the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President.</p>	<p>To look broadly at Transportation Technology. This ad hoc has a term ending December 31, 2022.</p>	<p>Art Bishop, Apple Valley</p> <p>Frank Navarro, Colton</p> <p>Acquanetta Warren, Fontana</p> <p>Carlos A. Garcia, Upland</p> <p>John Dutrey, Montclair</p> <p>L. Dennis Michael, Rancho Cucamonga</p> <p>David Avila, Yucaipa</p> <p>Curt Hagman, Supervisor</p>

Communication: Committee Membership (Committee Membership)

SBCTA Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
Transportation Technical Advisory Committee (TTAC) Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Administrative Officer.	SBCTA's Transportation Technical Advisory Committee was formed by SBCTA management to provide input to SBCTA staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SBCTA Board of Directors. The TTAC is not a Brown Act committee.	Generally meets on the first Monday of each month at 1:30 PM, at SBCTA.
City/County Manager's Technical Advisory Committee (CCM TAC) The committee is composed of up to two representatives of the County Administrator's Office and the city manager or administrator from each city and town in the County.	SBCTA's City/County Manager's Technical Advisory Committee was established in the Joint Powers Authority that established San Bernardino Associated Governments (SANBAG). The primary role of the committee is to provide a forum for the chief executives of SANBAG's member agencies to become informed about and discuss issues facing SANBAG/SBCTA. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns. The CCM TAC is a Brown Act Committee.	Meets on the first Thursday of each month at 10:00 AM, at SBCTA.
Planning and Development Technical Forum (PDTF) Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Chief Executive Officer.	The SBCTA Planning and Development Technical Forum was formed by SBCTA management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multijurisdictional importance. The PDTF is not a Brown Act Committee.	Meets the 4th Wednesday of each month at 2:00 p.m. at the Santa Fe Depot (in the SCAG Office).
Project Development Teams	Project Development Teams (PDTs) are assembled for all major project development activities by SBCTA staff. Teams are generally composed of technical representatives from SBCTA, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project. PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions. PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development. The PDTs are not Brown Act Committees.	Varies with the PDT.

Communication: Committee Membership (Committee Membership)



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.

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