





AGENDA

Board of Directors Meeting

September 7, 2022

9:30 a.m.

LOCATION

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

<u>President</u>

Art Bishop, Mayor Pro Tem Town of Apple Valley

<u>Vice-President</u> 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

Board of Directors

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

September 7, 2022 9:30 a.m.

Location

1170 W. 3rd Street, 1st Floor Lobby Board Room, San Bernardino, CA

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

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

CALL TO ORDER

(Meeting Chaired by Art Bishop)

- i. Pledge of Allegiance
- ii. Attendance
- iii. Announcements

Calendar of Events

iv. Agenda Notices/Modifications

Possible Conflict of Interest Issues

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

1. Information Relative to Possible Conflict of Interest

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

This item is prepared 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.

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С	onsent - Administrative Matters	
2.	June and July 2022 Procurement Report	Pg. 24
	Receive the June and July 2022 Procurement Report. Presenter: Shaneka Morris	
	This item was received by the General Policy Committee on August 10, 2022.	
3.	Measure I Revenue	Pg. 37
	Receive report on Measure I receipts for Measure I 2010-2040. Presenter: Lisa Lazzar	
	This item was received by the General Policy Committee on August 10, 2022.	
4.	Fiscal Year 2021/2022 Budget Amendments	Pg. 39
	That the Board, acting as the San Bernardino County Transportation Authority:	
	A. Approve an increase in budget for Fiscal Year (FY) 2021/2022 for Task No. 0550 – Allocations/Pass-Throughs by $$2,078,000$ to be funded by an increase in anticipated Measure I (MSI) sales tax revenue for the Local Street Pass Through Programs in each of the six subareas of the County of San Bernardino (County) (funds 4140, 4540, and 4640); and	
	B. Approve an increase in budget for FY 2021/2022 for Task No. 0310 – Transit Allocations/Pass-Throughs by \$757,000 to be funded by an increase in anticipated MSI sales tax revenue for the Senior and Disabled Transit Service Programs in each of the six subareas of the County (funds 4170, 4570, and 4670); and	
	C. Approve an amendment for the FY 2021/2022 Budget for Task No. 0315 – Transit Capital to substitute \$8,450,000 Local (Omnitrans) funds with Federal Transit Administration 5309 funds in the amount of \$8,450,000, for a zero net increase to the FY budget. Presenter: Lisa Lazzar	
	This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 10, 2022.	
5.	Revisions to Illness and Injury Prevention Program Policy No. 10104	Pg. 41
	That the Board, acting as the San Bernardino County Transportation Authority:	
	Approve revisions to Illness and Injury Prevention Program Policy No. 10104, as indicated in this report and the attached revised policy. Presenter: Steven Keller	
	This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 10, 2022. SBCTA General Counsel and Risk Manager have reviewed this item and the proposed policy revisions.	
6.	Revise Policy No. 10102 - Conflict of Interest Code	Pg. 51

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

A. Revise Policy No. 10102 Conflict of Interest Code and amend Appendix A with updated employee job titles and disclosure categories, as outlined in the attachment.

B. Direct the SBCTA Clerk of the Board to submit the Policy and Appendix A to the San Bernardino County Board of Supervisors for approval. **Presenter: Marleana Roman**

This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 10, 2022. SBCTA General Counsel has reviewed this item and the proposed policy revisions.

7. Amendment No. 7 to Cooperative Agreement No. 04-040 with the City of Pg. 61 San Bernardino

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

Approve Amendment No. 7 to Cooperative Agreement No. 04-040 with the City of San Bernardino, to establish a process for SBCTA to seek approval and authorization from the City of San Bernardino to designate certain areas of the Santa Fe Depot and Metrolink Commuter Station for electric vehicle charging and other transportation related activities, and clarify the responsibility for obtaining and maintaining real property insurance for the station assets and the apportionment of insurance costs.

Presenter: Colleen Franco

This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 10, 2022. SBCTA General Counsel and Risk Manager have reviewed this item and the draft amendment.

8. Lease Agreement No. 22-1002715 with Greyhound Lines, Inc.

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

Approve Lease Agreement No. 22-1002715 with Greyhound Lines, Inc., for use of Unit 175 and a portion of the San Bernardino Santa Fe Depot parking lot, for a five-year term effective when SBCTA gives written consent with a total estimated revenue value of \$364,521, and three (3) five-year options to extend. Per direction to staff by the General Policy Committee, the lease agreement has been modified to **include language that if there is a need to increase security, such costs would be covered by Greyhound Lines, Inc. Presenter: Colleen Franco**

This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 10, 2022, as modified to include a provision requiring Greyhound Lines, Inc. to bear all costs of any necessary increase in security. SBCTA General Counsel and Risk Manager have reviewed this item and the draft agreement.

Consent - Project Delivery

9. San Bernardino Valley Coordinated Traffic Signal System - Award of Contract No. 22- Pg. 106 1002761 for On-Call Consultant Support and Development of Smart County Master Plan

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

A. Allocate \$500,000 of Measure I Valley Traffic Management System (TMS) Program funds to partially fund development of a Smart County Master Plan.

B. Award Contract No. 22-1002761 with Iteris, Inc., for the San Bernardino Valley Coordinated Traffic Signal System On-Call Consultant Support and Development of a Smart County Master Plan in an amount not-to-exceed \$2,500,000 for a term to expire on June 30, 2027, to be funded with \$1,500,000 in Measure I Valley TMS Program funds and \$1,000,000 in an anticipated contribution from San Bernardino County.

C. Approve contingency for Contract No. 22-1002761, in the amount of \$250,000, to be released in accordance with Policy No. 11000, VIII.B.6.

Presenter: Timothy Byrne

Agenda Item 9 (cont.)

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. As requested by the Metro Valley Study Session, Notice to Proceed 3, which would be for a reduced scope for the development of a Smart County Master Plan if a San Bernardino County funding commitment is not secured, will not be released until reviewed and approved by the Board of Directors. This notation was added to the item background section following discussion at the June 9, 2022 Metro Valley Study Session. This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on August 12, 2022. SBCTA General Counsel, Risk Manager and Procurement Manager have reviewed this item and the draft contract.

10. Award Design Services Contract No. 22-1002727 for State Route 210 at Waterman Pg. 153 Avenue Interchange Project

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

A. Award Contract No. 22-1002727 to EXP U.S. Services Inc., for \$644,666.32, for Project Approval, and Plans, Specifications and Estimates Design Services for the State Route 210 at Waterman Avenue Interchange Project (Project).

B. Approve a contingency budget of \$64,466.63 for Contract No. 22-1002727, which would be released by the Department Director by contract amendment for scope of work within the original contract for elements that may arise during Project execution.

Presenter: Sal Chavez

This item was reviewed and recommended for approval (20-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on August 11, 2022. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft contract.

11. US 395 Phase 2 Widening Project Update

Receive and file an update on the US 395 Phase 2 Widening Project. **Presenter: Sal Chavez**

This item was received by the Mountain/Desert Policy Committee on August 12, 2022.

12. Design Services Contract Award for the Interstate 10 Slover Mountain Underpass Pg. 243 Project

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

A. Award Contract No. 22-1002762 to TranSystems Corporation for a total not-to-exceed amount of \$2,840,879.51, to be funded with Measure I 2010-2040 Freeway Program funds, for Plans, Specifications and Estimates Design Services for the Interstate 10 Slover Mountain Underpass Project.

B. Approve a contingency for Contract No. 22-1002762 in a not-to-exceed amount of \$284,087.95, to be funded with Measure I 2010-2040 Freeway Program funds, to be released in accordance with SBCTA Procurement and Special Risk Assessment Policy No. 11000, as necessary.

Presenter: Sal Chavez

This item was reviewed and recommended for approval (20-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on August 11, 2022. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft contract.

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13. Award Construction Management Services Contract No. 22-1002757 for Interstate 15 Pg. 307 Corridor Freight and Express Lanes Project - Contract 1

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

A. Award Contract No. 22-1002757 to TRC Engineers, Inc., for a not-to-exceed amount of \$29,538,703.11 for Construction Management Services for the Interstate 15 Corridor Freight and Express Lanes Project - Contract 1.

B. Approve contingency in a not-to-exceed amount of \$2,953,870.31 for Contract No. 22-1002757, to be released in accordance with SBCTA Procurement and Special Risk Assessment Policy No. 11000.

Presenter: Khalid Bazmi

This item was reviewed and recommended for approval (20-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on August 11, 2022. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft contract.

Consent - Regional/Subregional Planning

14. State Route 18 Corridor Study - US 395 to Los Angeles County

Receive information on the State Route 18 Corridor Study from US 395 to Los Angeles County.

Presenter: Ginger Koblasz

This item was received by the Mountain/Desert Policy Committee on August 12, 2022. An overview of the study was provided to the Transportation Technical Advisory Committee (TTAC), which includes local jurisdiction representatives from the Victor Valley, at the August 1, 2022 meeting.

15. Draft 2022 South Coast Air Quality Management Plan

Receive information on the Draft 2022 South Coast Air Quality Management Plan. **Presenter: Steve Smith**

This item was received by the Board of Directors Metro Valley Study Session on August 11, 2022.

16. Amend On-Call Planning Bench Contracts

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

A. Approve a total not-to-exceed amount of \$2,126,390 for On-Call Planning Bench contracts, identified in Recommendations B through G, to be funded on a fiscal year basis based on specific on-call needs, increasing the total combined allocation to these contracts to \$5,540,390.00.

B. Approve Amendment No. 2 to Contract No. 19-1002103 with Alta Planning + Design, Inc., exercising the second one-year extension to extend the termination date to June 30, 2024; adding Southern California Association of Governments (SCAG) as an additional insured and indemnitee; and adding \$2,126,390, for a total not-to-exceed amount of \$5,540,390.00, to support the Planning Department in completing various programs.

C. Approve Amendment No. 3 to Contract No. 19-1002185 with Michael Baker International, Inc., exercising the second one-year extension to extend the termination date to June 30, 2024, and adding \$2,126,390, for a total not-to-exceed amount of \$5,540,390.00, to support the Planning Department in completing various programs.

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D. Approve Amendment No. 3 to Contract No. 19-1002186 with Fehr & Peers, exercising the second one-year extension to extend the termination date to June 30, 2024, and adding \$2,126,390, for a total not-to-exceed amount of \$5,540,390.00, to support the Planning Department in completing various programs.

E. Approve Amendment No. 2 to Contract No. 19-1002187 with Cambridge Systematics, Inc., exercising the second one-year extension to extend the termination date to June 30,2024; adding Southern California Association of Governments (SCAG) as an additional insured and indemnitee; and adding \$2,126,390, for a total not-to-exceed amount of \$5,540,390.00, to support the Planning Department in completing various programs.

F. Approve Amendment No. 2 to Contract No. 19-1002188 with HDR Engineering, Inc., exercising the second one-year extension to extend the termination date to June 30, 2024; adding Southern California Association of Governments (SCAG) as an additional insured and indemnitee; and adding \$2,126,390, for a total not-to-exceed amount of \$5,540,390.00, to support the Planning Department in completing various programs.

G. Approve Amendment No. 3 to Contract No. 19-1002189 with Dudek, exercising the second one-year extension to extend the termination date to June 30, 2024, and adding \$2,126,390, for a total not-to-exceed amount of \$5,540,390.00, to support the Planning Department in completing various programs.

Presenter: Josh Lee

This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 10, 2022. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendments.

17. Regional Early Action Planning 2.0 Grant Applications

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That the following be approved by the Board of Directors, acting as the San Bernardino County Transportation Authority (SBCTA) and San Bernardino Associated Governments (SBCOG):

A. Authorize SBCTA/SBCOG staff to submit the following applications to the Southern California Association of Governments (SCAG) for the Regional Early Action Planning (REAP) 2.0 grants:

- 1. Senate Bill 743 Vehicle Miles Traveled Mitigation Crediting Program under the County Transportation Commission (CTC) Partnership Program.
- 2. First/Last Mile transit service enhancements at selected Metrolink stations under the CTC Partnership Program.
- 3. San Bernardino County Housing Trust Program under the Housing Supportive Infrastructure Program.
- 4. Tunnel to Ontario International Airport / West Valley Connector / Cucamonga Station Land Use Strategy under the CTC Partnership Program.
- 5. Other Supplemental Planning Work Left from REAP 1.0 under the Sub-regional Partnership Program 2.0.

B. Authorize the Executive Director, or his designee, to approve the scope of work and sign the applications that would eventually become part of the regional application being submitted by SCAG to the California Department of Housing and Community Development by the end of December 2022.

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Agenda Item 17 (cont.)

C. Authorize the Executive Director, or his designee, to negotiate and execute future Restricted REAP 2.0 Grant Agreements between SBCTA/SBCOG and SCAG to receive reimbursement grant funding, subject to approval as to form by General Counsel. **Presenter: Josh Lee**

This item was reviewed and unanimously recommended for approval with a quorum of the Board present at the Board of Directors Metro Valley Study Session on August 11, 2022. This item was also unanimously recommended for approval by the Mountain/Desert Policy Committee on August 12, 2022.

Consent - Transit

18. Bi-Annual Fiscal Year 2021/2022 Railroad Right-of-Way Grants of Right of Use Report Pg. 463

Receive and file the second half of Fiscal Year 2021/2022 (January through June 2022) Right-of-Way Grants of Right of Use Report. **Presenter: Ryan Aschenbrenner**

This item was received by the Transit Committee on August 11, 2022.

19. San Bernardino County Multimodal Transportation Quarterly Update

Receive and file the San Bernardino County Multimodal Transportation Quarterly Update. **Presenter: Nancy Strickert**

This item was received by the Transit Committee on August 11, 2022.

20. **Unmet Transit Needs Public Hearings and Findings**

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

A. Review the testimony from the September 2021 Unmet Transit Needs Public Hearings; and

B. Adopt Resolution No. 22-151 for Unmet Transit Needs Findings. **Presenter: Nancy Strickert**

This item was reviewed and unanimously recommended for approval by the Transit Committee on August 11, 2022. The Upper Desert (Victor Valley/Barstow) unmet needs were reviewed and approved by the Public and Specialized Transportation Advisory and Coordination Council on April 12, 2022. The unmet needs were reviewed by Victor Valley Transit Authority on June 20, 2022. SBCTA General Counsel has reviewed this item and the draft Resolution.

21. Amendment No. 3 to Contract No. 15-1001146 with RailPros, Inc., for Program Pg. 501 Management Services for the Redlands Passenger Rail Project

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

A. Approve Amendment No. 3 to Contract No. 15-1001146 with RailPros, Inc., for Program Management Services on the Redlands Passenger Rail Project, increasing the contract amount by \$1,746,134.85, for a revised total contract amount of \$20,083,144.85.

B. Approve contingency in an amount not-to-exceed \$174,613.48 for Contract No. 15-1001146 and authorize the Executive Director, or his designee, to release contingency as necessary for the completion of the project.

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Agenda Item 21 (cont.)

C. Approve an increase to the overall Redlands Passenger Rail Project budget of \$1,020,748.33 after \$900,000 of previously authorized contingency funding is applied to the contract increase, to be funded with unallocated interest accrued on the balance of the Public Transportation Modernization, Improvement and Service Enhancement Account grant funds awarded to the project, and Measure I Rail funds, for a new project total of \$376,133,730.63. **Presenter: Victor Lopez**

This item was reviewed and unanimously recommended for approval by the Transit Committee on August 11, 2022. SBCTA General Counsel, Risk Manager and Procurement Manager have reviewed this item and the draft amendment.

Consent - Transportation Programming and Fund Administration

22. Funding Agreement with San Bernardino County for Needles Highway Segment 1C Pg. 529 Project

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

A. Allocate \$8,500,000 in Federal Surface Transportation Program funds to San Bernardino County for the Needles Highway Segment 1C Project.

B. Approve Project Funding Agreement No. 22-1002811 with San Bernardino County for the Right-of-Way and Construction Phases of the Needles Highway Segment 1C Project. **Presenter: Andrea Zureick**

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on August 12, 2022. SBCTA General Counsel and Risk Management have reviewed this item and the draft agreement.

Consent - Legislative/Public Outreach

23.	State	Legislative	Update

Receive and file the August 2022 State Legislative Update. **Presenter: Otis Greer**

This item was received by the Legislative Policy Committee on August 10, 2022.

24. Federal Legislative Update

Receive and file the August 2022 Federal Legislative Update. **Presenter: Otis Greer**

This item was received by the Legislative Policy Committee on August 10, 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.

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DISCUSSION ITEMS

Discussion - Project Delivery

25. Resolutions of Necessity for the Interstate 215 University Parkway Interchange Project Pg. 563

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. 22-166, 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: Junghwan Choi and Elaine D. Choi (Assessor's Parcel Number [APN] 0266-072-32). The resolution must be approved by at least a two-thirds majority; and

C. Upon completion of a public hearing, that the Board of Directors adopt Resolution of Necessity No. 22-167 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: Jimmi Fikri Kaymaz (APN 0266-072-33). The resolution must be approved by at least a two-thirds majority.

Presenter: Sal Chavez

This item was reviewed and recommended for approval (20-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on August 11, 2022. SBCTA General Counsel has reviewed this item and the draft resolutions.

Discussion - Transit

26. Hearing to Consider Resolutions of Necessity for Property Interests for the West Valley Pg. 639 Connector Project

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. 22-118 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 Larry James Sarinana & Leticia Sarinana. (Assessor's Parcel Number [APN] 1010-522-17). 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. 22-077 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 Birch Forestone, LLC, a California limited liability company (APN 8336-022-015). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

Agenda Item 26 (cont.)

D. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-046 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 Gregory L. Johnson & Thea M. Johnson, Co-Trustees of The Johnson Family Trust established June 9, 2011 (APN 1011-111-21). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

E. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-130 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 Rancho Mall, LLC, a Delaware limited liability company (APN 1090-531-03 and 1090-551-04). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

F. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-062 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 Elia M. Tawil, Trustee of the Elia M. Tawil Revocable Trust dated December 20, 2006 (APN 1048-524-17). 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. 23-004 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

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. 22-133 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 Holt LPIV 3, LLC, a Delaware limited liability company (APN 0110-111-13 & 14). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

J. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-145 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 Holt LPIV 8, LLC, a Delaware limited liability company (APN 1049-131-13 & 14). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

K. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-067 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 415 Vineyard, LLC, a California limited liability company (APN 0110-072-08 & 09). 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. 23-013 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 the Arustemi Family Revocable Living Trust (APN 1049-101-10). 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. 23-016 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 1044 E. Holt, LLC, a California limited liability company (APN 1049-131-15). 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. 23-017 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 TIP Ontario, LLC, a California limited liability company (APN 1049-131-16). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

O. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-033 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 USPF Holt, LP, a Delaware limited partnership (APN 0110-121-10). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

P. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-137 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 Marcel Enrique Rauda (APN 1049-101-08). 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 August 11, 2022. SBCTA General Counsel has reviewed this item and the draft resolutions.

Discussion - Project Delivery

27. North First Avenue Bridge over BNSF Intermodal Yard in the City of Barstow - Award Pg. 667 Construction Contract No. 22-1002780

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

A. Award Construction Contract No. 22-1002780 for the North First Avenue Bridge over the BNSF Intermodal Yard Project (Project) to Skanska USA Civil West California District, Inc., the lowest responsible and responsive bidder, in an amount not-to-exceed \$30,725,220.

B. Approve an Allowances/Contingency amount of \$3,561,922, comprised of a contingency amount of \$3,072,522 and supplemental work costs at \$489,400; and authorize the Department Director, or designee, to release the funds as necessary for the Project.

C. Approve an expenditure authority of \$6,912,615 for Agency Furnished Materials and Services, which will be expended as necessary for 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 contract.

Discussion - Transit

28. Release Request for Qualifications No. 23-1002870 and 23-1002878 for a Design Build Pg. 720 Contract and Technology Provider for the Tunnel to ONT Project

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

Authorize the Executive Director, or his designee, to release the Request for Qualifications (RFQ) No. 23-1002870, for a Design Build contractor, and a separate RFQ No. 23-1002878, for a Technology Provider for the Tunnel to Ontario International Airport project, upon concurrence from Procurement and General Counsel, in accordance with Policy No. 11000. **Presenter: Victor Lopez**

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

29. Station Agreements for San Bernardino, Redlands, Omnitrans, and Esri

Pg. 723

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

A. Authorize the Executive Director, or his designee, to approve Amendment No. 1 to the Operations and Maintenance Agreement No. 17-1001666 with the City of San Bernardino and Omnitrans for the operation and maintenance of the San Bernardino Transit Center, resulting from the improvements constructed as part of the Redlands Passenger Rail Project, upon approval as to form by General Counsel. Receivable authority will be established with the annual adoption of the SBCTA budget each year.

B. Authorize the Executive Director, or his designee, to approve Cooperative Agreement 20-1002253 with the City of San Bernardino regarding the operations and maintenance of Tippecanoe Station, upon approval as to form by General Counsel. Receivable authority will be established with the annual adoption of the SBCTA budget each year.

C. Authorize the Executive Director, or his designee, to approve Cooperative Agreement No. 21-1002655 with the City of Redlands regarding the operations and maintenance of Downtown Redlands Station, upon approval as to form by General Counsel. Receivable authority will be established with the annual adoption of the SBCTA budget each year.

Agenda Item 29 (cont.)

D. Authorize the Executive Director, or his designee, to approve Cooperative Agreement No. 20-1002254 with Environmental Systems Research Institute, Incorporated (ESRI) for the operations and maintenance of Esri Station, upon approval as to form by General Counsel.

E. Authorize the Executive Director, or his designee, to issue Purchase Orders for scope defined under Contract No. 20-1002397 with CityCom Real Estate Services, Inc., in an amount not-to-exceed \$400,000.00, for operational expenses at the new stations constructed as part of the Redlands Passenger Rail Project.

F. Allocate \$625,000 of Measure I-Rail for reimbursements to the City of Redlands and City of San Bernardino for maintenance and security of the Arrow stations, as required by Cooperative Agreements Nos. 20-1002253 and 21-1002655. **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, the draft amendment and the draft agreements.

Public Comment

Brief Comments from the General Public

Comments from Board Members

Brief Comments from Board Members

Executive Directors Comments

Brief Comments from the Executive Director

ADJOURNMENT

Additional Information

Attendance Acronym List	Pg. 885 Pg. 887
Agency Reports	
Mobile Source Air Pollution Reduction Review Committee Agency Report	Pg. 890
<u>Committee Membership</u>	
Representatives on SCAG Committees Appointments to External Agencies Committee Membership	Pg. 893 Pg. 894 Pg. 896
Mission Statement	
Mission Statement	Pg. 901

<u>Meeting Procedures</u> - 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.

<u>Accessibility</u> - 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 <u>clerkoftheboard@gosbcta.com</u> and office is located at 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA.

<u>Agendas</u> – All agendas are posted at <u>www.gosbcta.com/board/meetings-agendas/</u> 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.

<u>Agenda Actions</u> – 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).

<u>**Closed Session Agenda Items**</u> – 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.

<u>Agenda Times</u> – 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.

<u>**Public Comment**</u> – 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...

September 2022

SBCTA Meetings - Cancelled: Mountain/Desert Committee I-10/I-15 Corridor Joint Sub-Committee

SBCTA Meetings – Scheduled:				
General Policy Committee	Sept 14 9:00 am		SBCTA Lobby,	
	Зерстн	7.00 am	l st Floor	
Legislative Policy Committee	Sept 14	9:30 am	SBCTA Lobby,	
Legislative Folicy Committee	Зерстн	7.50 am	l st Floor	
Transit Committee	ee Sept I 5 9:00 am	SBCTA Lobby,		
Transit Committee		9:00 am	l st Floor	
Metro Valley Study Session	ession Sept 15 9:30 am	SBCTA Lobby,		
There valley Study Session	Sept 15	7.50 am	l st Floor	
LIQUIE Consider Joint Sub Committee	Corridor Joint Sub-Committee CANCELLED		SBCTA Lobby,	
1-10/I-15 Corridor Joint Sub-Committee			lst Floor	
M			Mojave Desert	
Mountain/Desert Committee	CANCELLED		AQMD	

Other Meetings/Events:			
Business 2 Business Expo	Sept 29	9:00-12:00 pm	Ontario, CA

SBCTA Offices will be CLOSED:

• September 5th, Labor day

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

CalenSept22

Minute Action

AGENDA ITEM: 1

Date: September 7, 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
7	04-040-07	City of San Bernardino	None
8	22-1002715	Greyhound Lines, Inc. Deanna Simsek, RE Consultant	None
9	22-1002761	Iteris, Inc. Joe Bergera	HTNB
10	22-1002727	EXP U.S. Services, Inc. Khalil Saba, Principal-In-Charge	ICF Jones & Stokes, Inc. Converse Consultant CL Surveying and Mapping Epic Land Solutions Inc. ECORP Inc. David Evans and Associates Inc.
12	22-1002762	TranSystems Corporation Ayman Salama, Principal/Senior Vice President	Advanced Civil Technologies Group Delta Consultants, Inc. ICF Jones & Stokes Psomas
13	22-1002757	TRC Engineers, Inc. Charlene Palmer, Vice President	AIX Consulting, Inc. CalWORKs LLC CMTS LLC CRM Tech Dynamic Engineering Services, Inc.

13 cont.			FCG Consultants, Inc.
			G3 Quality, Inc.
			Gannett Fleming, Inc.
			Guida Surveying, Inc.
			Hill International, Inc.
			IQON Engineers, Inc.
			Kleinfelder Construction Services
			LSA Associates, Inc.
			Materials Culture Consulting, Inc.
			SYRUSA Engineering, Inc.
			Twing, Inc.
			V&A Inc.
			WSP USA, Inc.
			ZT Consulting Group, Inc.
16	19-1002103-02	Alta Planning + Design, Inc.	None
		Greg Maher	
	19-1002185-03	Michael Baker International, Inc.	None
		Tanya Bilezikjian	
	19-1002186-03	Fehr & Peers	None
		Steven J. Brown	
	19-1002187-02	Cambridge Systematics, Inc.	None
		Steven A. Capecci	
	19-1002188-02	HDR Engineering, Inc.	None
		Kip D. Field	
	19-1002189-03	Dudek	None
		Joe Monaco	
21	15-1001146-03	RailPros, Inc.	None
		Douglas Sawyer	
22	22-1002811	San Bernardino County	None

Item No. 25 – Dry Run Resolutions of Necessity for the Interstate 215 University Parkway Project			
APN# Principals & Agents			
APN 0266-072-32	Junghwan Choi and Elaine D. Choi		
APN 0266-072-33	72-33 Jimmi Fikri Kaymaz		

Item No. 26 – Preview of the Hearing to Consider Resolutions of Necessity for Property Interests for the West Valley Connector Project

APN#	Principals & Agents	
1010-522-17	Larry James Sarinana & Leticia Sarinana.	
8336-022-015	Birch Forestone, LLC, a California limited liability company	

San Bernardino Council of Governments San Bernardino County Transportation Authority

Item No. 26 – Preview of the Hearing to Consider Resolutions of Necessity for Property Interests for
the West Valley Connector Project

APN#	Principals & Agents	
1011-111-21	Gregory L. Johnson & Thea M. Johnson, Co-Trustees of The Johnson Family	
	Trust established June 9, 2011	
1090-531-03	Rancho Mall, LLC, a Delaware limited liability company	
1090-551-04		
1048-524-17	Elia M. Tawil, Trustee of the Elia M. Tawil Revocable Trust dated	
	December 20, 2006	
1049-094-04	Deborah Y. Cagle	
1049-09414		
1049-093-01	Muhammad A. Malik	
0110-111-13	Holt LPIV 3, LLC, a Delaware limited liability company	
0110-111-14		
1049-131-13	Holt LPIV 8, LLC, a Delaware limited liability company	
1049-131-14		
0110-072-08	415 Vineyard, LLC, a California limited liability company	
0110-072-09		
1049-101-10	Arustemi Family Revocable Living Trust	
1049-131-15	1044 E. Holt, LLC, a California limited liability company	
1049-131-16	TIP Ontario, LLC, a California limited liability company	
0110-121-10	USPF Holt, LP, a Delaware limited partnership	
1049-101-08	Marcel Enrique Rauda	

Item No.	Contract No.	Principals & Agents	Subcontractors
27	22-1002780	Skanska USA Civil West California District Inc. Michael Aparicio, President, CEO, Chairman Tony Taddeo, Senior Vice President James Bailey, Senior Vice President Ryan Clayton, Senior Vice President Brent Bockmann, VP, Secretary/Treasurer	CalMex Engineering Dees Burke Torrent Resources Condon Johnson Mex Electric Ace Fence Company Griffith Company Dywidag Systems International Camblin Steel
29	17-1001666-01	City of San Bernardino	None
	17-1001666-01	Omnitrans	None
	20-1002253	City of San Bernardino	None
	21-1002655	City of Redlands	None

29 cont.	20-1002254	Environmental Systems Research	None
		Institute, Incorporated (Esri)	
		Don Berry	
	20-1002397 CityCom Real Estate Services, Inc.		None
		Michael Fortunato,	
		President	

Financial Impact:

This item has no direct impact on the budget.

Reviewed By:

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

Responsible Staff:

Approved Board of Directors Date: September 7, 2022

Witnessed By:

Minute Action

AGENDA ITEM: 2

Date: September 7, 2022

Subject: June and July 2022 Procurement Report

Recommendation:

Receive the June and July 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:

- Three (3) contracts were executed for a total cost of \$121,000.
- Four (4) contract amendments were executed for a total cost of \$30,000.
- Eighteen (18) contract CTOs were executed for a total cost of \$1,459,310.78.
- No Contingency Releases.
- Twelve (12) Purchase Orders were executed for a total cost of \$63,024.41.
- Three (3) Purchase Order Amendments were executed for a total cost of \$200.47.

A list of all Contracts and Purchase Orders that were executed by the Executive Director, Department Director and/or General Counsel during the month of June and July 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 August 10, 2022.

Board of Directors Agenda Item September 7, 2022 Page 2

Responsible Staff: Shaneka Morris, Procurement Manager

> Approved Board of Directors Date: September 7, 2022

> > Witnessed By:

2

San Bernardino Council of Governments San Bernardino County Transportation Authority

June and July Contract Actions

New Contracts Executed:

Contract No.	Description of Services	Vendor Name	Contract Amount
22-1002814	Sole Source - FSP technical support services	Bernard Arroyo	\$17,000.00
22-1002805	Copy machine leases for 36 months	Image Source	\$90,000.00
23-1002842	23-1002842 Postage meter lease for 60 months		\$14,000.00

June and July Amendment Actions

Contract Ame	ndments Executed:			
Contract No. & Amendment No.	Reason for Amendment (Include a Description of the Amendment)	Vendor Name	Contract History	Contract Amount
	Extension of time for the		Original	\$900.00
22-1002766	facility resulting from	San Bernardino	Prior Amendments(CTOs)	\$0.00
No. 1	rescheduling the special		Current Amendment	\$0.00
10.1	Board Workshop to June 2022	County	Total Contract Amount	\$900.00
	Extend contract term one year to June 30, 2023 to		Original	\$25,196,824.00
			Prior Amendments	\$9,236,653.62
15-1001093		HDR Engineering,	Current Amendment	\$0.00
No. 7	allow for final design services of the Redlands Passenger Rail Project	Inc.	Total Contract Amount	\$34,433,477.62
	Amendment to modify the		Original	\$100,000.00
22,1002,002	hourly billing rates for legal		Prior Amendments	\$0.00
22-1002692	services related to the	Thompson &	Current Amendment	\$0.00
No. 1	Property Assessed Clean Air litigation cases	Colegate, LLP	Total Contract Amount	\$100,000.00
	New license for Write One		Original	\$350,000.00
21-1002570	Read Many product	Global Solutions	Prior Amendments	\$0.00
No. 1	necessary for records	Group, Inc.	Current Amendment	\$30,000.00
	retention in Laserfiche		Total Contract Amount	\$380,000.00

June and July Contract Task Order Actions

Contract Task Order (CTO) Executed:

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	CTO History	CTO Amount
			\$650,000.00	Original	\$100,000.00
	Labor Compliance		(available	Prior Amendments	\$0.00
171001741	Services for Project	GCAP Services	\$338,904.78)	Current	¢0.00
No. 3.1	Delivery - Extend contract		Shared with Gafcon	Amendment	\$0.00
	term to July 31, 2022		Inc. Services (17- 1001664)	Total CTO Amount	\$100,000.00
			\$650,000.00	Original	\$25,000.00
	Labor Compliance		(available	Prior Amendments	\$0.00
17-1001664 No. 5.1	Services for Project Delivery - Extend contract	Gafcon Inc.	\$338,904.78) Shared with GCAP Services	Current Amendment	\$0.00
	term to July 31, 2022		(17-1001741)	Total CTO Amount	\$25,000.00
				Original	¢12,500,00
			\$7,500,000 (available \$3,686,500) Shared with Meyers Nave	Original Prior Amendments	\$13,500.00 \$0.00
	Right of Way Legal	Richards, Watson & Gershon		Current	\$0.00
19-1002002	Services for Transit - Extend contract term to May 1, 2023			Amendment	\$0.00
No. 1.1			Riback Silver & Wilson (18-1001925)	Total CTO Amount	\$13,500.00
	Right of Way Legal	Bight of Way Logal		Original	\$3,800,000.00
			\$7,500,000 (available	Prior Amendments	\$0.00
19-1002002	Services for Transit -	Richards,	\$3,686,500) Shared	Current	\$0.00
No. 2.1	Extend contract term to	Watson & Gershon	with Meyers Nave Riback Silver &	Amendment	\$0.00
	May 1, 2023	Gersholl	Wilson (18-1001925)	Total CTO Amount	\$3,800,000.00
			\$3 414 000 00		¢00.020.00
			\$3,414,000.00 (available	Original	\$99,928.00
			\$336,338.88)	Prior Amendments	\$30,000.00
	Planning services to		Shared with Alta	Current Amendment	\$0.00
19-1002103 No. 4.2	Planning services to support the active transportation program - extend contract term to June 30, 2023		Planning (19- 1002103), Fehr & Peers (19-1002186), Cambridge (19-1002187), HDR (19-1002188), and Dudek (19-1002189)	Total CTO Amount	\$129,928.00

June and July Contract Task Order Actions

Contract Task Order (CTO) Executed, Continued:

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	CTO History	CTO Amount
			\$3,414,000.00	Original	\$79,444.6 ² \$212,000.00
			(available	Prior Amendments	\$212,000.00
	Planning services for general SBCTA support -		\$336,338.88) Shared with Alta Planning (19-	Current Amendment	
19-1002185 No. 2.2	extend contract term to June 30, 2023 and increase amount by \$100,000 to provide sufficient funds for FY 2022-23 expenditures	Michael Baker International, Inc.	Michael Baker1002103), Fehr &International,Peers (19-1002186),		\$100,000.0(\$391,444.64
			\$3,414,000.00	Original	\$41,065.72
	lune 30 2023 and E	Fehr & Peers	(available \$236,338.88) Shared with Alta Planning (19- 1002103), Fehr & Peers (19-1002186), Cambridge (19-1002187), HDR (19-1002188), and Dudek (19-1002189)	Prior Amendments	
				Current Amendment	\$10,000.00 \$50,000.0
19-1002186 No. 5.2				Total CTO Amount	
					¢21.616.76
			\$3,414,000.00	Original	
			(available	Prior Amendments	\$120,000.00
	Planning services related		\$186,338.88) Shared with Alta	Current Amendment	\$100,000.0
19-1002186 No. 7.2	to the housing program - increase amount by \$100,000 to provide sufficient funds for FY 2022-23 expenditures	Fehr & Peers	Planning (19- 1002103), Fehr & Peers (19-1002186), Cambridge (19-1002187), HDR (19-1002188), and Dudek (19-1002189)	Total CTO Amount	\$100,000.0(\$251,616.7(

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June and July Contract Task Order Actions

Contract Task Order (CTO) Executed, Continued:

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	CTO History	CTO Amount					
			\$3,414,000.00	Original	\$149,998.00					
			(available \$86,338.88)	Prior Amendments	\$0.00					
			Shared with Alta	Current	\$0.0(
19-1002187 No. 1.2	Planning services related to transportation modeling - extend contract term to June 30, 2023	Cambridge systematic, Inc.	Cambridge systematic, Inc.	U	U	U	U	Planning (19- 1002103), Fehr & Peers (19-1002186), Cambridge (19-1002187), HDR (19-1002188), and Dudek (19-1002189)	Amendment Total CTO Amount	\$149,998.0(\$0.0(\$0.0(\$149,998.0(\$149,843.0(
			\$3,414,000.00	Orticinal	\$40,842.0(
	Planning support staff - extend contract term to June 30, 2023	HDR Engineering, Inc.	(available \$86,338.88) Shared with Alta Planning (19- 1002103), Fehr & Peers (19-1002186), Cambridge (19-1002187), HDR (19-1002188), and Dudek (19-1002189)	Original Prior Amendments						
				Current	\$0.0(
				Amendment						
19-1002188 No.6.1				Total CTO Amount	\$49,843.00					
			\$3,414,000.00	Original	\$59,850.0(\$0.0(
			(available \$86,338.88)		JU.UC					
	Planning services related to sustainability support -		Shared with Alta Planning (19-	Current Amendment	<mark>\$50,000.0(</mark>					
19-1002189 No. 3.1	extend period to June 30, 2023 and increase amount by \$50,000 to provide sufficient funds for FY 2022-23 expenditures	1002103), Fehr & Peers (19-1002186), Cambridge (19-1002187), HDR (19-1002188), and Dudek (19-1002189)	Total CTO Amount	\$50,000.0(\$109,850.0(

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June and July Contract Task Order Actions

Contract Task Order (CTO) Executed, Continued:

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	CTO History	CTO Amount
			\$3,414,000.00	Original	\$170,000.00
			(available \$36,338.88)	Prior Amendments	\$0.00
	Planning services for the Sub-regional REAP		Shared with Alta Planning (19-	Current Amendment	\$25,000.00
19-1002189 No. 8A.1	bub-regional REFAT1002103), Fehr &program - increaseDudekamount by \$25,000 toDudekprovide sufficient fundsCambridgefor FY 2022-23(19-1002187), HDRexpendituresDudek(19-1002188), andDudek(19-1002189)	Dudek	Total CTO Amount	\$195,000.00	
	Planning services related		\$3,414,000.00 (available \$11,338.88) Shared with Alta	Original	\$542,900.00
				Prior Amendments	\$0.00
				Current	\$10,000.00
	to sites inventory -		Planning (19- 1002103), Fehr &	Amendment	<i>+10,000000</i>
19-1002186 No. 9.1	increase amount by \$10,000 to provide Fehr & Peers (19-1002186). Cambridge	Peers (19-1002186), Cambridge (19-1002187), HDR (19-1002188), and Dudek	Total CTO Amount	\$552,900.00	
	Public outreach support			Original	\$224,220.00
	for Redlands Passenger			Prior Amendments	\$40,000.00
19-1002000	Rail Project - increase	Costin Public Outreach	\$6,000,000 (available	Current Amendment	\$80,000.00
No. 2.1	amount by \$80,000 to continue to provide support until project completion	Group	\$ 1,049,957.26)	Total CTO Amount	\$344,220.00

June and July Contract Task Order Actions

Contract Task Order (CTO) Executed, Continued:

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	CTO History	CTO Amount														
	Public outreach support			Original	\$27,500.00														
	for City/County			Prior Amendments	\$0.00														
19-1002000	Conference - increase amount by \$18,915.78 to	Costin Public Outreach	\$6,000,000 (available	Current Amendment	\$18,915.78														
No. 21.1	retroactively cover the cost of consultant support for the 2021-2022 conference	Group	\$969 ,957.2 6)	Total CTO Amount	\$46,415.78														
				Original	\$71,500.00														
	Public outreach support	Costin Public		Prior Amendments	\$71,300.00														
19-1002000 No. 26	for the Business to Business event	Outreach	Outreach		\$6,000,000 (available \$951,041.78)	Current Amendment	\$0.00												
				Total CTO Amount	\$71,500.00														
			\$500,000 (available	Original	\$6,500.00														
		GCAP				1											\$482,000) Shared	Prior Amendments	\$0.00
22-1002768 No. 3	Labor support services for Call Box Program		with Gafcon, Inc (23- 1002832) and	Current Amendment	\$0.00														
			Cumming (22- 1002769)	Total CTO Amount	\$6,500.00														
				Original	\$1,080,067.55														
			\$5,500,000 (available	Original Prior Amendments	\$1,080,007.33														
	Extension and contract		\$2,86,212.67) Shared	Current															
19-1002009	increases needed to	Daragon	with Epic (18-	Amendment	\$1,025,395.00														
No. 3.1	continue to provide right- of -way services for West Valley Connector project		1001924), Bender (19- 1002007), and Overland (19- 1002008)	Total CTO Amount	\$2,105,462.55														

June and July 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
			Original	\$0.00
			Prior Amendments	\$0.00
			Prior Contingencies	\$0.00
None			Current Contingency	\$0.00
			Amended Contract Amount	\$0.00

Attachment A June and July Purchase Order Actions

Purchase Orders Executed:

PO No.	PO Posting Date	Vendor Name	Description of Services	PO Dollar Amount
4002270	06/02/2022	Wells Fargo/Hoot Suite	Social media management	\$1,548.00
4002271	06/02/2022	Wells Fargo/Harlow's Kitchen Concepts	Refrigerator	\$1,666.54
4002272	06/16/2022	Faust Media Services, LLC	Printing services for FSP program	\$7,853.90
4002274	06/22/2022	Caliper Corporation	Planning GIS software - Transcad	\$3,000.00
4002275	06/22/2022	City of San Bernardino	Banquet hall employee team building	\$4,112.11
4002276	06/22/2022	Intelli-tech	Firewall and maintenance support	\$3,786.00
4002279	06/28/2022	Citycom Real Estate Services	Depot canopy repair	\$13,564.57
4002280	07/12/2022	Assuhire	Background Checks	\$999.00
4002281	07/12/2022	Chargepoint Inc.	Electric vehicle station repair services	\$799.25
4002282	07/14/2022	Self-Help Counties Coalition	FY 2022-23 membership	\$9,700.00
4002283	07/14/2022	Props AV LLC	Videography services	\$8,500.00
4002289		Carahsoft Technology, Corporation	Board agenda and minutes system	\$7,495.04

June and July 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
			Original	\$3,410.00
	Removal for 28 GPS units -	Emergency	Prior Amendments	\$2,412.80
4002013 No. 5	one additional GPS unit install	Vehicle	Current Amendment	\$69.00
		Specialties, Inc.	Amended PO Amount	\$5,891.80
	Additional material costs	G/M Business	Original	\$7,046.20
4002209 No. 1			Prior Amendments	\$0.00
4002209 100. 1	needed for furniture installation	Interiors	Current Amendment	\$130.97
	Instantation		Amended PO Amount	\$7,177.17
			Original	\$1,170.47
4002222 No. 1	To cover sales tax	Ametron	Prior Amendments	\$0.00
+002222 INO. I	10 cover sales lax	Ametron	Current Amendment	\$0.50
			Amended PO Amount	\$1,170.97

June and July 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	Award Date	Description of Overall Progra and Program Budget
None				

Minute Action

AGENDA ITEM: 3

Date: September 7, 2022

Subject: Measure I Revenue

Recommendation:

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

Background:

Sales tax revenue collections for Measure I 2010 through 2040 began on April 1, 2010. Cumulative total receipts as of June 30, 2022, were \$1,997,667,772.

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

Measure I cash receipts for the Fiscal Year 2021/2022 were \$252,792,978 and budgeted at \$196,000,000. The annual comprehensive financial report for Fiscal Year 2021/2022 is prepared under the accrual basis of accounting that includes July and August sales tax receipts. Cash receipts from Measure I for Fiscal Year 2021/2022, April through June are \$63,172,838, in comparison to \$53,391,035 \$56,391,035 received during the quarter ending June 2020/2021, with an increase of 12.03% due mainly to continued strong consumer spending as well as inflation due to supply chain issues causing merchants to increase pricing, a subset of inflation when demand outpaces supply.

Financial Impact:

Measure I revenues for the fourth quarter of Fiscal Year 2021/2022 exceeded both the budgeted amount and prior years' collections.

Reviewed By:

This item was received by the General Policy Committee on August 10, 2022.

Responsible Staff:

Lisa Lazzar, Chief of Fiscal Resources

Approved Board of Directors Date: September 7, 2022

Witnessed By:

Fiscal Year	July- September	October- December	January- March	April- June	Fiscal Year Total	Cumulative Total To Date
Receipts Prior to FY 2010/2	11					\$7,158,800
Fiscal Year 2010/11	28,188,907	29,207,950	28,808,766	29,397,456	115,603,079	\$122,761,879
Fiscal Year 2011/12	31,027,319	33,547,956	32,757,419	33,476,051	130,808,745	\$253,570,624
Fiscal Year 2012/13	34,279,449	35,076,980	34,336,570	34,309,171	138,002,171	\$391,572,794
Fiscal Year 2013/14	35,430,012	35,403,641	36,843,452	35,789,045	143,466,150	\$535,038,944
Fiscal Year 2014/15	37,253,007	38,007,716	38,225,122	37,132,591	150,618,437	\$685,657,38
Fiscal Year 2015/16	39,298,056	40,309,825	40,950,261	38,929,588	159,487,730	\$845,145,110
Fiscal Year 2016/17	41,123,141	40,742,242	41,465,217	39,801,939	163,132,539	\$1,008,277,64
Fiscal Year 2017/18	43,117,814	42,305,693	44,007,900	39,149,611	168,581,018	\$1,176,858,66
Fiscal Year 2018/19	41,560,927	49,358,825	46,035,191	43,531,556	180,486,500	\$1,357,345,16
Fiscal Year 2019/20	46,250,572	46,514,574	49,729,997	35,959,684	178,454,827	\$1,535,799,99
Fiscal Year 2020/21	48,366,423	51,588,776	52,728,566	56,391,035	209,074,800	\$1,744,874,794
Fiscal Year 2021/22	64,058,781	61,231,465	64,329,895	63,172,838	252,792,978	\$1,997,667,772
% Increase Over 20/21	32.44%	18.69%	22.00%	12.03%	20.91%	

Summary of SANBAG Measure I Receipts 2010-2040

Minute Action

AGENDA ITEM: 4

Date: September 7, 2022

Subject:

Fiscal Year 2021/2022 Budget Amendments

Recommendation:

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

A. Approve an increase in budget for Fiscal Year (FY) 2021/2022 for Task No. 0550 – Allocations/Pass-Throughs by \$2,078,000 to be funded by an increase in anticipated Measure I (MSI) sales tax revenue for the Local Street Pass Through Programs in each of the six subareas of the County of San Bernardino (County) (funds 4140, 4540, and 4640); and

B. Approve an increase in budget for FY 2021/2022 for Task No. 0310 – Transit Allocations/Pass-Throughs by \$757,000 to be funded by an increase in anticipated MSI sales tax revenue for the Senior and Disabled Transit Service Programs in each of the six subareas of the County (funds 4170, 4570, and 4670); and

C. Approve an amendment for the FY 2021/2022 Budget for Task No. 0315 – Transit Capital to substitute \$8,450,000 Local (Omnitrans) funds with Federal Transit Administration 5309 funds in the amount of \$8,450,000, for a zero net increase to the FY budget.

Background:

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

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

Staff is requesting approval of the following budget increases necessary to carry out the administrative and programmatic functions of the agency:

Task No. 0550 – Allocations/Pass-Throughs of \$2,078,000 for anticipated MSI revenue increases for the Local Street Pass-Through Program and Task No. 0310 – Transit Allocations/Pass-Through of \$757,000 for anticipated MSI revenue increases for the Senior and Disabled Transit Service Programs.

SBCTA, based on Ordinance 04-01, administers MSI 2010-2040 programs and allocates funds to the participating agencies. SBCTA staff compares actual MSI receipts through June (with July and August still to come) in the amount of \$207,495,169 to the FY budget of \$196,000,000, and utilizes the services of HdL Companies for sales tax projections. In March, HdL Companies projected sales tax revenue for the FY to end at \$250,850,000. With these conservative estimates

Entity: San Bernardino Council of Governments, San Bernardino County Transportation Authority and continued growth in the MSI sales tax receipts, the budget for pass-through payments requires further increase to cover disbursements for the last two months of the year.

Since the local-pass-through MSI revenue is distributed in the Valley by population and in the Mountain and Desert by an average of population and sales tax generated in the jurisdiction, the analysis was performed at the subarea level. The FY 2021/2022 Budget for MSI Local Street Pass-Through was approved for \$52,160,200 (amended by \$19,878,400 in June) and the Senior and Disabled Transit Service Programs funds were approved for \$14,370,436 (amended by \$4,867,800 in June). The sales tax revenue increase will require an additional budget adjustment of \$2,078,000 for Task No. 0550 and \$757,000 for Task No. 0310, as detailed in the financial impact section of this agenda item.

The recommended budget adjustments will provide sufficient appropriations to process payments to local jurisdictions for MSI Local Street Pass-Through and the Senior and Disabled Transit Service Programs funds.

Task No. 0315 – Transit Capital, substitute \$8,450,000 Local funds with Federal Transit Administration 5309 funds in the amount of \$8,450,000.

On November 3, 2021, the Board approved an amendment to Cooperative Agreement No. 17-1001638 between SBCTA and Omnitrans that memorialized the roles and responsibilities of each agency for the implementation of the West Valley Connector (WVC) Project as well as identified several funding sources Omnitrans would obligate. The cooperative agreement further designated Omnitrans as a direct recipient of Federal Transit Administration (FTA) funds and would facilitate a pass-through of funds to SBCTA as a Subrecipient. During the preparation of the FY 2021/2022 Budget, the projected pass-through funding from Omnitrans for the WVC Project was classified under Local Funds as in prior years. However, since SBCTA will be listed as a Subrecipient of FTA funds, SBCTA should classify these funds as the Federal source that Omnitrans is passing through. Therefore, the budget amendment identified in Recommendation C is necessary to support the recorded eligible expenditures under FTA Section 5309.

Financial Impact:

This item is not consistent with the Fiscal Year (FY) 2021/2022 Budget. Approval of this item will authorize budget amendments to several funds (Fund: 4140 - \$1,846,000; 4170 - \$739,000; 4540 - \$175,000; 4570 - \$13,000; 4640 - \$57,000; 4670 - \$5,000; 2130 - \$8,450,000; and 6010 - (\$8,450,000)) in the FY 2021/2022 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 10, 2022.

Responsible Staff:

Lisa Lazzar, Chief of Fiscal Resources

Approved Board of Directors Date: September 7, 2022

Witnessed By:

Minute Action

AGENDA ITEM: 5

Date: September 7, 2022

Subject:

Revisions to Illness and Injury Prevention Program Policy No. 10104

Recommendation:

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

Approve revisions to Illness and Injury Prevention Program Policy No. 10104, as indicated in this report and the attached revised policy.

Background:

Policies and procedures are reviewed on a routine basis to help identify any regulatory or rule changes needed to ensure compliance and the effective operations of the agency. Staff is recommending approval of the following policy update.

San Bernardino County Transportation Authority (SBCTA) Policy No. 10104 - Illness and Injury Prevention (IIP) Program, is being updated to reflect changes in a new safety rule issued by the Division of Occupational Safety and Health (Cal/OSHA), effective January 1, 2021, and to change the responsible staff from the Director of Management Services to the Risk Manager.

In addition, the following substantive changes were made to the Policy:

Section III References – Added Procedure 10104-1, Heat Illness, Injury Prevention Plan. This procedure is required of employers with any employees who could in the course of their job be required to work outside for any period of time. SBCTA has staff who perform inspections on projects and in weather conditions which could reach levels that would require activation of this required procedure.

Section IV Responsibility – Revised IIP Program administrator from Director of Management Services to the Risk Manager to better align with SBCTA's attention to safety. Included clarification that this IIP Program Policy can be downloaded, printed and or emailed by all SBCTA personnel as required in Cal/OSHA rule changes that were effective January 1, 2021.

Section V Compliance – Minor changes for clarification of SBCTA's compliance with the Cal/OSHA rule change, which was effective January 1, 2021.

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 August 10, 2022. SBCTA General Counsel and Risk Manager have reviewed this item and the proposed policy revisions.

Responsible Staff:

Steven Keller, Risk Manager

Board of Directors Agenda Item September 7, 2022 Page 2

> Approved Board of Directors Date: September 7, 2022

> > Witnessed By:

San Bernardino County Transportation Authority		Policy	10104
Adopted by the Board of Directors	August 7, 1991	Revised	12/11/18 <u>7/6/22</u> <u>8/10</u> 9/7/2022
Illness and Injury Preventior	n (IIP) Program	Revision No.	<u>34</u>

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

Table of Contents

| Purpose | Policy | References | Responsibility | Compliance | Communication | Hazard Assessment | Accident/Exposure Investigation | Hazard Correction | Training and Instruction | Recordkeeping | Worker's Compensation | Revision History |

I. PURPOSE

Every California employer must establish, implement and maintain a written Injury and Illness Prevention (IIP) Program. A copy must be maintained at each worksite or at a central worksite if the employer has non-fixed worksites. The requirements for establishing, implementing and maintaining an effective written Injury and Illness Prevention Program are contained in Title 8 of the California Code of Regulations, Section 3203 (T8 CCR 3203) and consist of the following eight elements:

- Responsibility
- Compliance
- Communication
- Hazard Assessment
- Accident/Exposure Investigation
- Hazard Correction
- Training and Instruction
- Recordkeeping

II. POLICY

SBCTA will maintain an illness and injury prevention program conforming to the best practices appropriate to its needs, size, and functions. To be successful, such a program must embody proper attitudes toward injury and illness prevention on the part of supervisors and employees. It also requires cooperation in all safety and health matters, not only between supervisor and employee, but also between each employee and his/her co-workers. Only through such a cooperative effort can a safety program in the best interest of all be established and preserved.

SBCTA has adopted the model program provided by Cal/OSHA for non-high hazard organizations, has posted the program on the SBCTA Intranet, and has implemented this program in good faith.

III. REFERENCES

Policy10104

Title 8 of the California Code of Regulations, Section 3203 (T8 CCR 3203)

Procedure 10104, General Workplace Health and Safety Practices

Procedure 10104-1, Heat Illness, Injury Prevention Plan

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IV. RESPONSIBILITY

The Injury and Illness Prevention (IIP) Program administrator, the <u>Director of Management ServicesRisk</u> <u>Manager</u>, has the authority and the responsibility for implementing and maintaining this IIP Program for SBCTA. Managers and supervisors are responsible for implementing and maintaining the IIP Program in their work areas and for answering employees' questions about the IIP Program. This policy is available on the SBCTA Intranet, where it can be downloaded, printed or emailed by all employees.- SBCTA will provide a paper copy, at the request of any employee or any employee's representative, -of the entire SBCTA IIPP within 5 business days, in a reasonal ble time, place and manner, at no cost to the employee. - <u>upon request</u>.

V. COMPLIANCE

All employees, including managers and supervisors, are responsible for complying with safe and healthfuy! work practices. SBCTA's system of ensuring that all employees comply with these practices includes the following practices:

- Informing and training all employees of the provisions of the IIP Program.
- <u>Ensuring that the IIPP is posted on the Intranet and that all employees have access and are aware how to access, print and email the IIPP any time they desire a copy.</u>
- Evaluating the safety performance of all workers.
- Recognizing employees who perform safe and healthyful work practices.
- Providing training to employees whose safety performance is deficient.
- Disciplining personnel for failure to comply with safe and healthful healthy work practices.

VI. COMMUNICATION

Managers and supervisors are responsible for communicating with all employees about occupational safety and health in a form readily understandable by all employees. SBCTA's communication system encourages all employees to inform their managers and supervisors about workplace hazards without fear of reprisal.

This communication system includes the following items:

- New employee orientation including a discussion of safety and health policies and procedures.
- Review of the SBCTA IIP Program.
- Training programs.
- Regularly scheduled safety meetings.
- Posted or distributed safety information on the SBCTA Intranet.
- A system for employees to anonymously inform management about workplace hazards.
- Effective written communication of safety and health concerns between supervisors and employees.

VII. HAZARD ASSESSMENT

Periodic inspections to identify and evaluate workplace hazards shall be performed by a competent observer at SBCTA.

Periodic inspections are performed according to the following schedule:

- 1. Upon initial establishment of the SBCTA IIP Program;
- When new substances, processes, procedures or equipment which present potential new hazards are introduced into the SBCTA workplace;
- 3. When new, previously unidentified hazards are recognized;

- 4. When occupational injuries and illnesses occur; and
- 5. Whenever workplace conditions warrant an inspection.

VIII. ACCIDENT/EXPOSURE INVESTIGATIONS

Procedures for investigating workplace accidents and hazardous substance exposures include:

- 1. Interviewing injured workers and witnesses;
- 2. Examining the workplace for factors associated with the accident/exposure;
- 3. Determining the cause of the accident/exposure;
- Taking corrective action to prevent the accident/exposure from reoccurring; and
- 5. Recording the findings and actions taken.

IX. HAZARD CORRECTION

Unsafe or unhealthy work conditions, practices, or procedures shall be corrected in a timely manner based on the severity of the hazards. Hazards shall be corrected according to the following procedures:

- 1. When observed or discovered; and
- 2. When an imminent hazard exists which cannot be immediately abated without endangering employees and/or property, SBCTA will remove all exposed workers from the area except those necessary to correct the existing condition. The appropriate agency/contractor will be called in to correct the hazardous condition. Workers necessary to correct the hazardous condition shall be provided with the necessary protection.

X. TRAINING AND INSTRUCTION

A. All employees, including managers and supervisors, shall have training and instruction on general and job-specific safety and health practices. Training and instruction is provided:

- 1. When the SBCTA IIP Program is first established;
- 2. To all new employees;
- 3. To all workers given new job assignments for which training has not previously provided;
- Whenever new substances, processes, procedures or equipment are introduced to the SBCTA workplace and represent a new hazard;
- 5. Whenever the employer is made aware of a new or previously unrecognized hazard;
- To supervisors to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed; and
- 7. To all employees with respect to hazards specific to each employee's job assignment.
- B. General workplace safety and health practices include, but are not limited to, the following:
 - 1. Implementation and maintenance of the IIP Program.
 - 2. Emergency action and fire prevention plan.
 - 3. Provisions for medical services and first aid including emergency procedures.
 - 4. Prevention of musculoskeletal disorders, including proper lifting techniques.
 - 5. Proper housekeeping, such as keeping stairways and aisles clear, work areas neat and orderly, and promptly cleaning up spills.
 - 6. Prohibiting horseplay, scuffling, or other acts, which tend to adversely influence safety.
 - 7. Proper storage to prevent stacking goods in an unstable manner and storing goods against doors, exits, fire extinguishing equipment and electrical panels.
 - 8. Proper reporting of hazards and accidents to supervisors.

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- 9. Hazard communication, including employee awareness of potential chemical hazards, and proper labeling of containers.
- 10. Proper storage and handling of toxic and hazardous substances including prohibiting eating or storing food and beverages in areas where they can become contaminated.

XI. RECORDKEEPING

SBCTA's recordkeeping policy falls into Cal OSHA's Category 3. SBCTA is a local governmental entity (county, city, district, or any public or quasi-public corporation or public agency) and is not required to keep written records of the steps taken to implement and maintain its IIP Program.

However, SBCTA will keep written records to implement and maintain its IIP Program by keeping:

- 1. OSHA Log of Work-Related Injuries and Illnesses, Summary of Work-Related Injuries and Illnesses, and Injuries and Illnesses Incident Reports.
- 2. Records of hazard assessment inspections.
- 3. Documentation of safety and health training for each worker.
- Maintenance of inspection records and training documentation (by the IIP Program administrator or his/her designee).

XII. WORKER'S COMPENSATION

Following an occupational injury or illness, employees receive full salary in lieu of Workers' Compensation benefits and sick leave for the first authorized 40 hours off work. Thereafter, accumulated leave may be used to supplement temporary disability compensation amounts.

XIII. REVISION HIST	ORY
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Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	08/07/91
1	Revised to simplify policy. Included Worker's Compensation policy adopted 8/7/91 into this policy as par. XII.	07/03/02
2	Revised to be consistent with SB1305. Changed approved by the Board on January 4, 2017, Agenda Item 6.	01/04/17
3	Para V: Revised Para VI: Revised Para VII: Revised Para IX: Revised	12/11/18
4	Revised to bring into compliance CalOSHA's new safety rule that went into effect January 1, 2021, changed the Illness Injury Prevention (IIP) Program administrator, from the Director of Management Services to the Risk Manager, and added reference to the Heat Illness, Injury Prevention Plan procedure.	<u>8/109/7//227/6/22</u>

San Bernardino County Transportation Authority	Policy	10104
Adopted by the Board of Directors August 7, 1991	Revised	9/7/2022
Illness and Injury Prevention (IIP) Program	Revision No.	4

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I. PURPOSE

Every California employer must establish, implement and maintain a written Injury and Illness Prevention (IIP) Program. A copy must be maintained at each worksite or at a central worksite if the employer has non-fixed worksites. The requirements for establishing, implementing and maintaining an effective written Injury and Illness Prevention Program are contained in Title 8 of the California Code of Regulations, Section <u>3203</u> (T8 CCR 3203) and consist of the following eight elements:

- Responsibility
- Compliance
- Communication
- Hazard Assessment
- Accident/Exposure Investigation
- Hazard Correction
- Training and Instruction
- Recordkeeping

II. POLICY

(Landson)

SBCTA will maintain an illness and injury prevention program conforming to the best practices appropriate to its needs, size, and functions. To be successful, such a program must embody proper attitudes toward injury and illness prevention on the part of supervisors and employees. It also requires cooperation in all safety and health matters, not only between supervisor and employee, but also between each employee and his/her co-workers. Only through such a cooperative effort can a safety program in the best interest of all be established and preserved.

SBCTA has adopted the model program provided by Cal/OSHA for non-high hazard organizations, has posted the program on the SBCTA Intranet, and has implemented this program in good faith.

III. REFERENCES

Title 8 of the California Code of Regulations, Section 3203 (T8 CCR 3203)

Procedure 10104, General Workplace Health and Safety Practices

Procedure 10104-1, Heat Illness, Injury Prevention Plan

IV. RESPONSIBILITY

The Injury and Illness Prevention (IIP) Program administrator, the Risk Manager, has the authority and the responsibility for implementing and maintaining this IIP Program for SBCTA. Managers and supervisors are responsible for implementing and maintaining the IIP Program in their work areas and for answering employees' questions about the IIP Program. This policy is available on the SBCTA Intranet, where it can be downloaded, printed or emailed by all employees. SBCTA will provide a paper copy, at the request of any employee or any employee's representative, of the entire SBCTA IIPP within 5 business days, in a reasonable time, place and manner, at no cost to the employee.

V. COMPLIANCE

All employees, including managers and supervisors, are responsible for complying with safe and healthy work practices. SBCTA's system of ensuring that all employees comply with these practices includes the following practices:

- Informing and training all employees of the provisions of the IIP Program.
- Ensuring that the IIPP is posted on the Intranet and that all employees have access and are aware how to access, print and email the IIPP any time they desire a copy.
- Evaluating the safety performance of all workers.
- Recognizing employees who perform safe and healthy work practices.
- Providing training to employees whose safety performance is deficient.
- Disciplining personnel for failure to comply with safe and healthy work practices.

VI. COMMUNICATION

Managers and supervisors are responsible for communicating with all employees about occupational safety and health in a form readily understandable by all employees. SBCTA's communication system encourages all employees to inform their managers and supervisors about workplace hazards without fear of reprisal.

This communication system includes the following items:

- New employee orientation including a discussion of safety and health policies and procedures.
- Review of the SBCTA IIP Program.
- Training programs.
- Regularly scheduled safety meetings.
- Posted or distributed safety information on the SBCTA Intranet.
- A system for employees to anonymously inform management about workplace hazards.
- Effective written communication of safety and health concerns between supervisors and employees.

VII. HAZARD ASSESSMENT

Periodic inspections to identify and evaluate workplace hazards shall be performed by a competent observer at SBCTA.

Periodic inspections are performed according to the following schedule:

- 1. Upon initial establishment of the SBCTA IIP Program;
- When new substances, processes, procedures or equipment which present potential new hazards are introduced into the SBCTA workplace;
- 3. When new, previously unidentified hazards are recognized;

- 4. When occupational injuries and illnesses occur; and
- 5. Whenever workplace conditions warrant an inspection.

VIII. ACCIDENT/EXPOSURE INVESTIGATIONS

Procedures for investigating workplace accidents and hazardous substance exposures include:

- 1. Interviewing injured workers and witnesses;
- 2. Examining the workplace for factors associated with the accident/exposure;
- Determining the cause of the accident/exposure;
- 4. Taking corrective action to prevent the accident/exposure from reoccurring; and
- 5. Recording the findings and actions taken.

IX. HAZARD CORRECTION

Unsafe or unhealthy work conditions, practices, or procedures shall be corrected in a timely manner based on the severity of the hazards. Hazards shall be corrected according to the following procedures:

- 1. When observed or discovered; and
- 2. When an imminent hazard exists which cannot be immediately abated without endangering employees and/or property, SBCTA will remove all exposed workers from the area except those necessary to correct the existing condition. The appropriate agency/contractor will be called in to correct the hazardous condition. Workers necessary to correct the hazardous condition shall be provided with the necessary protection.

X. TRAINING AND INSTRUCTION

A. All employees, including managers and supervisors, shall have training and instruction on general and job-specific safety and health practices. Training and instruction is provided:

- 1. When the SBCTA IIP Program is first established;
- 2. To all new employees;
- 3. To all workers given new job assignments for which training has not previously provided;
- Whenever new substances, processes, procedures or equipment are introduced to the SBCTA workplace and represent a new hazard;
- 5. Whenever the employer is made aware of a new or previously unrecognized hazard;
- To supervisors to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed; and
- 7. To all employees with respect to hazards specific to each employee's job assignment.
- B. General workplace safety and health practices include, but are not limited to, the following:
 - 1. Implementation and maintenance of the IIP Program.
 - 2. Emergency action and fire prevention plan.
 - 3. Provisions for medical services and first aid including emergency procedures.
 - 4. Prevention of musculoskeletal disorders, including proper lifting techniques.
 - 5. Proper housekeeping, such as keeping stairways and aisles clear, work areas neat and orderly, and promptly cleaning up spills.
 - 6. Prohibiting horseplay, scuffling, or other acts, which tend to adversely influence safety.
 - 7. Proper storage to prevent stacking goods in an unstable manner and storing goods against doors, exits, fire extinguishing equipment and electrical panels.
 - 8. Proper reporting of hazards and accidents to supervisors.

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- 9. Hazard communication, including employee awareness of potential chemical hazards, and proper labeling of containers.
- 10. Proper storage and handling of toxic and hazardous substances including prohibiting eating or storing food and beverages in areas where they can become contaminated.

XI. RECORDKEEPING

SBCTA's recordkeeping policy falls into Cal OSHA's Category 3. SBCTA is a local governmental entity (county, city, district, or any public or quasi-public corporation or public agency) and is not required to keep written records of the steps taken to implement and maintain its IIP Program.

However, SBCTA will keep written records to implement and maintain its IIP Program by keeping:

- 1. OSHA Log of Work-Related Injuries and Illnesses, Summary of Work-Related Injuries and Illnesses, and Injuries and Illnesses Incident Reports.
- 2. Records of hazard assessment inspections.
- 3. Documentation of safety and health training for each worker.
- Maintenance of inspection records and training documentation (by the IIP Program administrator or his/her designee).

XII. WORKER'S COMPENSATION

Following an occupational injury or illness, employees receive full salary in lieu of Workers' Compensation benefits and sick leave for the first authorized 40 hours off work. Thereafter, accumulated leave may be used to supplement temporary disability compensation amounts.

XIII. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	08/07/91
1	Revised to simplify policy. Included Worker's Compensation policy adopted 8/7/91 into this policy as par. XII.	07/03/02
2	Revised to be consistent with SB1305. Changed approved by the Board on January 4, 2017, Agenda Item 6.	01/04/17
3	Para V: Revised Para VI: Revised Para VII: Revised Para IX: Revised	12/11/18
4	Revised to bring into compliance CalOSHA's new safety rule that went into effect January 1, 2021, changed the Illness Injury Prevention (IIP) Program administrator, from the Director of Management Services to the Risk Manager, and added reference to the Heat Illness, Injury Prevention Plan procedure.	9/7//22

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Minute Action

AGENDA ITEM: 6

Date: September 7, 2022

Subject:

Revise Policy No. 10102 - Conflict of Interest Code

Recommendation:

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

A. Revise Policy No. 10102 Conflict of Interest Code and amend Appendix A with updated employee job titles and disclosure categories, as outlined in the attachment.

B. Direct the SBCTA Clerk of the Board to submit the Policy and Appendix A to the San Bernardino County Board of Supervisors for approval.

Background:

The Political Reform Act (Act) requires every local government agency that takes actions that foreseeably may materially affect economic interests to adopt a Conflict of Interest Code for its employees and officials. San Bernardino County Transportation Authority (SBCTA) has adopted a Conflict of Interest Code and it is set forth in SBCTA Policy No. 10102. The Conflict of Interest Code lists those employees or officers who are required to file a statement of economic interests ("designated employees") and prescribes the types of interests which must be disclosed by such officials ("disclosure categories").

In order to ensure the agency's designated employees and disclosure categories are reflective of the current organization and ability to affect economic interests, the Act requires agencies to review their conflict of interest codes at least biennially. As the filing officer, the SBCTA Clerk of the Board coordinates the biennial review, which shall be completed by September 1st of every even-numbered year. Even though this was completed in February 2022, there were many staff and organizational changes that occurred after the fact. SBCTA staff has reviewed Policy No. 10102, Conflict of Interest Code, and recommends amendments to Appendix A, which lists designated positions which make or participate in the making of decisions which may foreseeably have a material effect on private financial interests. It is recommended that Appendix A be amended to reflect current job titles, including the title changes caused by the recent reorganizational changes. The amended Appendix A attached to this item reflects the most current titles for those positions covered under the Conflict of Interest Code.

The Act provides that where a multi-jurisdictional governmental agency is wholly within a county, the Board of Supervisors is the code reviewing body for that agency. Accordingly, after the SBCTA Board reviews SBCTA's Conflict of Interest Code and amends Appendix A, it must be submitted to the San Bernardino County Board of Supervisors for their review.

Financial Impact:

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

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 10, 2022. SBCTA General Counsel has reviewed this item and the proposed policy revisions.

Entity: San Bernardino Council of Governments, San Bernardino County Transportation Authority Board of Directors Agenda Item September 7, 2022 Page 2

Responsible Staff: Marleana Roman, Clerk of the Board

> Approved Board of Directors Date: September 7, 2022

> > Witnessed By:

6

San Bernardino Council of Governments San Bernardino County Transportation Authority

San Bernardino County Transportation Authority		Policy	10102
Adopted by the Board of Directors 1992	Sept. 2,	Revised	2/2/2022 9/7/2022
Conflict of Interest Code		Revision No.	<u>4415</u>

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

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| Purpose | Policy | Revision History | Appendix A |

I. PURPOSE

The Political Reform Act, Government Code Sections 81000, <u>et seq</u>., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission adopted a regulation, Title 2 Calif. Code of Regulations (CCR) Section 18730, which contains terms of a standard conflict of interest code, which can be incorporated by reference into a local agency's conflict of interest code, and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings.

II. POLICY

The terms of Title 2 CCR Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached <u>Appendix A</u> in which officials and employees are designated and disclosure categories are set forth, constitute the Conflict of Interest Code of SBCTA.

Designated employees shall file statements of economic interests with the Clerk of the Board who will make the statements available for public inspection and reproduction (Government Code Section 81008). Statements for all designated employees will be retained by the Clerk of the Board.

SBCTA will review this policy every even-numbered year, and if change in the policy is required, will revise the policy. SBCTA will file a statement of review with the San Bernardino County Board of Supervisors, SBCTA's code reviewing body, every even-numbered year.

Revision No.	Revisions	Adopted
0	Amended Conflict of Interest Code for SANBAG approved.	09/02/92
1	Modifications to Appendix A and Appendix B approved.	02/05/97
2	Amendment to Appendix A approved by SANBAG Board of Directors.	04/05/00
3	Appendix A: Removed Advanced Transportation Development Manager	01/10/07
4	 Par. I: Added paragraph heading PURPOSE. Par. II: Added paragraph heading POLICY; amended the first paragraph and added two new paragraphs that replace the existing text. Appendix A: Added Construction Manager, Contracts/Controls Manager, and Project Delivery Manager; changed category designation for Board of Directors (City designees, Executive Director, and Chief Financial Officer from Category 2 to Category 1; added clarification that Form 700s filed by the Board of Directors (County designees) are filed with the Clerk of the Board of Supervisors, not SANBAG; and revised the descriptions for Category 1 and Category 2. 	06/03/09
5	Appendix A: Added Director of Programming, Chief of Planning, Chief of Programming, Chief of Transit & Rail Programs, Human Resources & Information Services Administrator, and Procurement/Risk Management/Contracts Administrator. Changed the following titles: Director of Freeway Construction to Director of Project Delivery, Director on Intergovernmental & Legislative Affairs to Director of Legislative Affairs, Director of Planning/Programming to Director of Planning, and Director of Air Quality/Mobility Programs to Chief of Air Quality/Mobility Programs. Removed the Contracts/Controls Manager.	06/30/12
6	Appendix A: Added General Counsel – missed in Rev. 5. Corrected titles for Director and Chief of Fund Administration and Programming.	08/06/12
7	Amended Purpose, Policy, and Appendix A per BOD 12/3/14 (Agenda item 10)	12/03/14

III. REVISION HISTORY

8	Amended Purpose, Policy, and Appendix A per BOD 1/6/16 (Agenda item 7)	01/06/16
9	Revised to be consistent with SB1305. Change approved by the Board on January 4, 2017, Agenda Item 6.	01/04/17
10	Amendment to Appendix A approved by SBCTA Board of Directors 7/11/18 (Agenda item 5)	07/11/18
11	Appendix A: Revised category for Chief of Fiscal Resources and added Corridor Manager. Approved by the Board on June 5, 2019, Agenda Item 24.	06/05/19
12	Amendment to Appendix A approved by SBCTA Board of Directors 6/3/2020	6/3/2020
13	Appendix A: Revised footnote regarding when consultants are required to file Form 700. Approved by the Board on March 3, 2021, Agenda Item 38.	03/03/21
14	Appendix A: Revised job titles and provision defining which consultants are required to file a Form 700	02/02/2022
<u>15</u>	Appendix A: Updates to job titles	09/07/2022

6.a

Policy 10102 Appendix A

D	esignated Employees	Categories
1. Ao	ccounting Manager	1
2. Ao	ccounting Supervisor	2
3. As	ssistant General Counsel	2
4. Bo	pard of Directors (County designees)*	1
5. Bo	pard of Directors (City designees)	1
6. Bo	pard of Directors Alternates (City designees)	1
7. Bo	pard of Directors Ex Officio Alternate Member	1
8. Bo	pard of Directors Ex Officio Member	1
9. Cl	hief Financial Officer	1
10. Cl	hief of Air Quality/Mobility Programs	2
11. CI	hief of Fiscal Resources	1
12. CI	hief of Fund Administration	2
<u>13.</u> Cl	hief of Information Technology	2
13.<u>14</u> Cl	hief of Legislative and Public Affairs	2
14 Cl	hief of Management Services	2
18. Cl	hief of Planning	2
22. 15 Cl	hief of Project Controls	2
<u>16.</u>	hief of Toll Operations	2
23. 17 Cl	erk of the Board/Administrative Supervisor	2
24.<u>18</u> C	onstruction Manager	2
25. 19 Co	onsultant **	2
26. 20 Co	orridor Manager	2
27. 21 Co	ouncil of Governments and Equity Programs Manager	2
<u>22.</u> D	eputy Director of Planning	<u>1</u>
	eputy Director of Transit and Rail Programs – Capital elivery	1
29. 24 De	eputy Executive Director	1
1	rector of Fund Administration	1
	rector of Legislative and Public Affairs	1
	rector of Management Services	<u>1</u>
32. 28 Di	rector of Planning and Regional Programs	1
	rector of Project Delivery	1
34. Đi	rector of Project Delivery and Toll Operations	4
38. <u>30</u> Di	rector of Special Projects and Strategic Initiatives	1
	rector of Toll Operations	1
40.<u>32</u> Di	rector of Transit/Rail Programs	1
	nergy Project Manager	2
	kecutive Director	1
	eneral Counsel	1
	egislative Analyst	1
	ultimodal Mobility Programs Administrator	2

Policy10102

44.38 Procurement Analyst	2
39. Procurement Manager	<u>2</u>
45.40 Project Controls Analyst (I, II and III)	2
46.41 Project Controls Manager	2
47.42 Project Delivery Manager	2
48.43 Right of Way Manager	1
49.44 Right of Way Specialist	1
50.45 Risk Manager	2
51.46 Senior Planner	2
52. Toll Operations Administrator	2
56.47 Toll Financial Supervisor	1
57. <u>48</u> Transit Manager	2

** Consultants will be required to file a Form 700 under the following circumstances, as determined by the Department Director:

- (1) They serve in a staff capacity with SBCTA or SANBAG and either:
 - Perform the same or substantially the same duties that would otherwise be performed by a staff member holding a position listed in this Policy; or
 - Participate in making a government decision. A consultant participates in making a government decision if it provides information, an opinion or recommendation for the purpose of affecting a government decision without significant intervening substantive review.

Consultants assigned to a specific project only are not required to file a Form 700.

- (2) The consultant's scope of work includes the ability to do any of the following:
 - Approve a rate, rule, or regulation;
 - Adopt or enforce a law;
 - Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
 - Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract that requires agency approval;
 - Grant agency approval to a contract that requires agency approval and to which the agency is a party, or to the specifications for such a contract;
 - Grant agency approval to a plan, design, report, study, or similar item;
 - Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof.

*Form 700s filed by the Board of Directors (County designees) are filed with the Clerk of the County Board of Supervisors. A copy of this form must be filed with SBCTA.

Disclosure Categories

CATEGORY I

Designated employees in this category shall disclose all sources of income, interests in real property, investments and business positions in business entities. Designated employees in this category shall complete all schedules of Form 700, if applicable.

CATEGORY 2

Designated employees in this category shall disclose sources of income, investments, and business positions in business entities which provide services, supplies, materials, machinery or equipment of the type purchased or utilized by the department in which the designated employee is employed. Designated employees in this category shall complete all schedules of Form 700 except schedule B, if applicable.

San Bernardino County Transportation Authority		Policy	10102
Adopted by the Board of Directors	Sept. 2, 1992	Revised	9/7/2022
Conflict of Interest Code)	Revision No.	15

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SBCTA will review this policy every even-numbered year, and if change in the policy is required, will revise the policy. SBCTA will file a statement of review with the San Bernardino County Board of Supervisors, SBCTA's code reviewing body, every even-numbered year.

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4	 Par. I: Added paragraph heading PURPOSE. Par. II: Added paragraph heading POLICY; amended the first paragraph and added two new paragraphs that replace the existing text. Appendix A: Added Construction Manager, Contracts/Controls Manager, and Project Delivery Manager; changed category designation for Board of Directors (City designees, Executive Director, and Chief Financial Officer from Category 2 to Category 1; added clarification that Form 700s filed by the Board of Directors (County designees) are filed with the Clerk of the Board of Supervisors, not SANBAG; and revised the descriptions for Category 1 and Category 2. 	06/03/09
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14	Appendix A: Revised job titles and provision defining which consultants are required to file a Form 700	02/02/2022
15	Appendix A: Updates to job titles	09/07/2022

Policy 10102 Appendix A

	Designated Employees	Categories
1. <i>I</i>	Accounting Manager	1
2. <i>I</i>	Accounting Supervisor	2
3. <i>I</i>	Assistant General Counsel	2
4. E	Board of Directors (County designees)*	1
5. E	Board of Directors (City designees)	1
6. E	Board of Directors Alternates (City designees)	1
7. E	Board of Directors Ex Officio Alternate Member	1
8. E	Board of Directors Ex Officio Member	1
9. 0	Chief Financial Officer	1
10. 0	Chief of Air Quality/Mobility Programs	2
11. (Chief of Fiscal Resources	1
12. (Chief of Fund Administration	2
13. (Chief of Information Technology	2
14. (Chief of Legislative and Public Affairs	2
15. (Chief of Project Controls	2
16. 0	Chief of Toll Operations	2
17. (Clerk of the Board/Administrative Supervisor	2
18. (Construction Manager	2
19. 0	Consultant **	2
20. 0	Corridor Manager	2
21. 0	Council of Governments and Equity Programs Manager	2
22.	Deputy Director of Planning	1
	Deputy Director of Transit and Rail Programs – Capital Delivery	1
24. [Deputy Executive Director	1
25. E	Director of Fund Administration	1
26. C	Director of Legislative and Public Affairs	1
27. [Director of Management Services	1
28. [Director of Planning and Regional Programs	1
29. [Director of Project Delivery	1
30. E	Director of Special Projects and Strategic Initiatives	1
31. E	Director of Toll Operations	1
32. [Director of Transit/Rail Programs	1
33. E	Energy Project Manager	2
34. E	Executive Director	1
35. (General Counsel	1
36. L	egislative Analyst	1
37. N	Multimodal Mobility Programs Administrator	2
38. F	Procurement Analyst	2
39. F	Procurement Manager	2
	Project Controls Analyst (I, II and III)	2

41.	Project Controls Manager	2
42.	Project Delivery Manager	2
43.	Right of Way Manager	1
44.	Right of Way Specialist	1
45.	Risk Manager	2
46.	Senior Planner	2
47.	Toll Financial Supervisor	1
48.	Transit Manager	2

** Consultants will be required to file a Form 700 under the following circumstances, as determined by the Department Director:

- (1) They serve in a staff capacity with SBCTA or SANBAG and either:
 - Perform the same or substantially the same duties that would otherwise be performed by a staff member holding a position listed in this Policy; or
 - Participate in making a government decision. A consultant participates in making a
 government decision if it provides information, an opinion or recommendation for the
 purpose of affecting a government decision without significant intervening substantive
 review.

Consultants assigned to a specific project only are not required to file a Form 700.

- (2) The consultant's scope of work includes the ability to do any of the following:
 - Approve a rate, rule, or regulation;
 - Adopt or enforce a law;
 - Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
 - Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract that requires agency approval;
 - Grant agency approval to a contract that requires agency approval and to which the agency is a party, or to the specifications for such a contract;
 - Grant agency approval to a plan, design, report, study, or similar item;
 - Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof.

*Form 700s filed by the Board of Directors (County designees) are filed with the Clerk of the County Board of Supervisors. A copy of this form must be filed with SBCTA.

Disclosure Categories

CATEGORY I

Designated employees in this category shall disclose all sources of income, interests in real property, investments and business positions in business entities. Designated employees in this category shall complete all schedules of Form 700, if applicable.

CATEGORY 2

Designated employees in this category shall disclose sources of income, investments, and business positions in business entities which provide services, supplies, materials, machinery or equipment of the type purchased or utilized by the department in which the designated employee is employed. Designated employees in this category shall complete all schedules of Form 700 except schedule B, if applicable.

Minute Action

AGENDA ITEM: 7

Date: September 7, 2022

Subject:

Amendment No. 7 to Cooperative Agreement No. 04-040 with the City of San Bernardino

Recommendation:

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

Approve Amendment No. 7 to Cooperative Agreement No. 04-040 with the City of San Bernardino, to establish a process for SBCTA to seek approval and authorization from the City of San Bernardino to designate certain areas of the Santa Fe Depot and Metrolink Commuter Station for electric vehicle charging and other transportation related activities, and clarify the responsibility for obtaining and maintaining real property insurance for the station assets and the apportionment of insurance costs.

Background:

San Bernardino County Transportation Authority (SBCTA) and the City of San Bernardino (City) maintain Cooperative Agreement No. 04-040 (Cooperative Agreement) specifying the roles and responsibilities for the Santa Fe Depot (Depot) and the San Bernardino Metrolink station located on 3rd Street (Commuter Station). The SBCTA Board of Directors (Board) originally approved the Cooperative Agreement on December 3, 2003.

On March 3, 2004, the Board approved Amendment No. 1 to the Cooperative Agreement to reflect an increase in SBCTA's financial contribution to the original rehabilitation of the Depot.

On September 1, 2004, the Board approved Amendment No. 2 to the Cooperative Agreement, changing the address for SBCTA and revising the timing in which SBCTA and the City pay for the Depot common area and non-leased space expenses.

On October 5, 2005, the Board approved Amendment No. 3 to the Cooperative Agreement, identifying the roles and responsibilities of SBCTA and the City for the design and construction of a temporary parking lot and permanent multi-level parking structure at the Commuter Station.

On August 2, 2006, the Board approved Amendment No. 4 to the Cooperative Agreement to increase the local match funding for the construction of the multi-level parking structure at the Commuter Station.

On June 6, 2007, the Board approved Amendment No. 5 to approve a second increase in the local match funding for the construction of the multi-level parking structure at the Commuter Station.

On March 31, 2018, pursuant to the authority granted by the Board to the Executive Director on June 7, 2017, the Executive Director approved Amendment No. 6 to further clarify the maintenance and security roles and responsibility for the Commuter Station and Depot common areas.

Board of Directors Agenda Item September 7, 2022 Page 2

Approval of Amendment No. 7 will allow SBCTA to designate sections, if desired, of the Commuter Station as bus bays, rideshare zones, or other similar activities. It will also allow SBCTA to lease parking stalls and areas of the Commuter Station, if desired, to a third-party electric vehicle (EV) charging network for the construction of third-party operated EV chargers. Language has been included to create a formal process for SBCTA to seek approval and authorization from the City prior to designating areas of the Commuter Station for these activities. Furthermore, Amendment No. 7 clarifies the responsibility for obtaining and maintaining real property insurance for the station assets and the apportionment of the costs, with the City and SBCTA sharing equally the cost to insure the core transit assets and the City being solely responsible for the cost to insure the multi-level parking structure.

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 August 10, 2022. SBCTA General Counsel and Risk Manager have reviewed this item and the draft amendment.

Responsible Staff:

Colleen Franco, Director of Management Services

Approved Board of Directors Date: September 7, 2022

Witnessed By:

						Immary Sheet				7
						ract Informatio	on			
Contract No:	00-1	000076	Ameno	dment No.:	7					
Contract Class:		Payable		Departi	ment:	Manage	ement S	ervices		
endor No.:	01	901	Vend	dor Name: <u>C</u> i	ty of Sar	Bernardino				
escription:	San B	Bernardino	Metroli	nk Depot Sta	tion and	Santa Fe Depo	t Buildi	ng Cooperative A	greement	
ist Any Related Co	ontract	Nos.:								
					Dollar	Amount				
Priginal Contract			\$	958	,159.00	Original Contin	igency		\$	
rior Amendments	5		\$	4,584	,915.00	Prior Amendm	ents		\$	
rior Contingency	Releas	ed	\$		-	Prior Continge	ncy Rel	eased (-)	\$	
Current Amendme	ent		\$		-	Current Ameno	dment		\$	
otal/Revised Con	ntract \	/alue	\$	5,543	074.00	Total Continge	ency Va	lue	\$	
			Tota			ontract Value a	nd Con	tingency)	\$	5,543,074
					ontract A	Authorization				
Board of Direct	ors	Date:		/07/2022			Board		Item #	8877
	Othor	Contracts	L(ontract Man	Sole Sou	t (Internal Purp urce? N/A	oses U	niy)	N/A	
Local	Other	Contracts		Funding Ag					N/A	
		·				ts Payable	<u> </u>			
stimated Start Da	ite:	12/03/	/2003	Expiratio	n Date:	12/31/202	5	Revised Expiration	on Date:	12/31/203
NHS: N/A		QMP/		 N/A		evailing Wage:		N/A		
	_	_ ,				orannig rragor		Contract Funding:	Total Cc	ontingency:
Fund Prog Task	Sub- Task	Object Rev	enue	PA Level	Revenue	Code Name	\$	5,543,074.00	\$	_
GL:						F Rail	Ŷ	4,424,915.00	Ŷ	
GL: GL:						lirect NSF		160,000.00 55,721.00		-
GL: GL:						TMEE Assets		44,388.00 858,050.00		-
GL:						A35013		-		-
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GL:			e)	_		Task I	Manage	er (Print Name)		
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Form 200 11/2019

AMENDMENT NO. 7

TO COOPERATIVE AGREEMENT NO. 04-040

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF SAN BERNARDINO

THIS AMENDMENT NUMBER 7 to Cooperative Agreement 04-040 is hereby made and entered into and effective this ______ day of ______, 2022, by and between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY ("SBCTA") and the CITY OF SAN BERNARDINO ("CITY"), with regard to the San Bernardino Metrolink station and Santa Fe Depot located in the CITY.

RECITALS:

WHEREAS, the San Bernardino Associated Governments ("SANBAG") and CITY previously entered into Cooperative Agreement 04-040 on December 3, 2003, specifying the roles and responsibilities for the provision of maintenance and security at the San Bernardino Metrolink station and the rehabilitation of the Santa Fe Depot; and

WHEREAS, in March 2004, SANBAG and CITY approved Amendment Number 1 to Cooperative Agreement 04-040 amending Exhibit "G" to reflect an increase in the SANBAG financial contribution for the rehabilitation of the Santa Fe Depot; and

WHEREAS, in September 2004, SANBAG and CITY approved Amendment Number 2 to Cooperative Agreement 04-040 changing the address for SANBAG and revising the timing in which SANBAG and CITY pay for Santa Fe Depot Common Area and Non-Leased Space Expenses; and

WHEREAS, in October 2005, SANBAG and CITY approved Amendment Number 3 to Cooperative Agreement 04-040 identifying the roles and responsibilities, including financial obligations, between SANBAG and CITY for the design and construction of a temporary parking lot and a multi-level parking structure at the San Bernardino Metrolink station; and

WHEREAS, in August 2006, SANBAG and CITY approved Amendment Number 4 to Cooperative Agreement 04-040 increasing the local match funding necessary to match the approved amount of CMAQ funds, resulting in a total project budget of \$8,063,775; and

WHEREAS, in June 2007, SANBAG and CITY approved Amendment Number 5 to Cooperative Agreement 04-040 increasing the local match funding for the construction of a multilevel parking structure at the San Bernardino Metrolink Station, resulting in a total project budget of \$11,563,775; and 7.b

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WHEREAS, in April 2018, SBCTA and CITY approved Amendment Number 6 to Cooperative Agreement 04-040 to clarify the maintenance and security roles and responsibilities for additional improvements at the Commuter Rail Station and revised Depot common areas; and

WHEREAS, SBCTA desires to designate sections of the Commuter Rail Station for use as bus bays, rideshare zones, or other similar activities; and

WHEREAS, SBCTA further desires to lease parking stalls and a section of the common area at the Commuter Rail Station to a third-party electric vehicle charging network for the construction of third-party operated electric vehicle chargers; and

WHEREAS, SBCTA and CITY desire to clarify the responsibility for obtaining and maintain real property insurance for the station assets and the apportionment of the costs thereof; and

WHEREAS, SBCTA and CITY desire to further amend the Cooperative Agreement in order to clarify the roles and responsibilities for these additional activities at the Commuter Rail Station.

NOW, THEREFORE, the parties agree to amend the Cooperative Agreement 04-040 as follows:

- 1. All references to SANBAG in Cooperative Agreement 04-040 and previous Amendments shall mean the San Bernardino County Transportation Authority (SBCTA).
- 2. Subsection 6.13 <u>Commuter Rail Station Expenses</u> of Section VI-COMMUTER RAIL STATION is deleted and replaced in its entirety with the following:

6.13 <u>Commuter Rail Station Expenses</u>. CITY shall be responsible for all costs required to operate and maintain the Commuter Rail Station, including but not limited to, the cost for maintenance of the parking lots, standard platforms, the cost for signage, security, and the cost for perimeter landscaping and lighting. The costs of real property insurance for the Commuter Rail Station is addressed in subsections **6.18** <u>Real Property Insurance</u> and **8.04** <u>Common Area Expenses</u> and is therefore excluded from this **6.13** <u>Commuter Rail Station Expenses</u>. SBCTA shall be responsible for the network services and maintenance costs of electric vehicle chargers, and for tracking the actual costs. The Property Management Firm described in subsection **8.10** <u>Property Management Firm</u> shall be responsible for tracking the actual costs of the Commuter Rail Station Expenses, including costs for security and maintenance of the Pedestrian Overpass Structure. To the extent SBCTA advances payment of costs for which CITY is responsible, CITY shall reimburse SBCTA for all such costs advanced.

3. The following subsections are added to Section VI-COMMUTER RAIL STATION:

6.16 Additional Space for Private and Public Transportation.

SBCTA shall have the right to designate areas of the Commuter Rail a. Station to be used as bus bays for public and private transportation, rideshare zones, or other similar activities. SBCTA shall give written notice to CITY requesting approval of the designation of any such area. Said notice shall provide an operational plan for the proposed use of the designated section for the CITY's input and approval. The operational plan shall include information related to, but not limited to: route schedules, estimated number of users, and necessary increases in maintenance and security costs. The parties will meet and confer regarding the designation of the area. SBCTA will not permanently designate any section of the Commuter Rail Station for use as a bus bay, rideshare zone, or other similar activity without CITY's prior approval of the proposed designated section and the operational plan, which approval shall not be unreasonably withheld or delayed. However, if CITY fails to respond to SBCTA's notice within sixty (60) days of receipt, CITY shall be conclusively deemed to have approved the request.

b. For any temporary change in the location of an agreed area, SBCTA shall give written notice to CITY before effecting such change. CITY must respond to any notice about a temporary change within seventy-two (72) hours (excluding weekends and holidays). If CITY fails to respond within seventy-two (72) hours of receipt of notice, CITY shall be conclusively deemed to have approved the change in location. For any permanent change in the location of an agreed area, SBCTA shall give written notice to CITY at least ninety (90) days before effecting such change. SBCTA shall meet and confer with the CITY about any permanent change in the location of an agreed area. CITY must respond to any notice about a permanent change within fourteen (14) days of receipt of notice. If CITY fails to respond within the time specified, CITY shall be conclusively deemed to have approved the change in location.

c. In the event of an emergency endangering life or property in any way related to the location of an agreed area, SBCTA shall take such action as may be reasonable and necessary in order to prevent, avoid, or mitigate injury, damage, or loss and shall, as soon as reasonably possible, report any such incidents to the CITY.

6.17 3rd Party Electric Vehicle Chargers.

a. SBCTA shall have the right, after consultation with the CITY, to enter into, amend, or terminate a lease with a third-party electric vehicle charging network for up to twenty one (21) parking stalls and a section of common area ("Charging Space") at the Commuter Rail Station for the construction of third-party operated electric vehicle chargers. SBCTA shall give written notice to CITY regarding the initial selection of any such area. CITY must respond to SBCTA's notice within sixty (60) days of receipt of said notice. The Parties will meet and

network without CITY's prior approval, which approval shall not be unreasonably withheld. However, if CITY fails to respond to SBCTA's request within the time specified, CITY shall be conclusively deemed to have approved SBCTA's selection of the area. Revenue generated from the lease of this Charging Space to a thirdparty electric vehicle charging network will be collected by SBCTA and will be used to pay for costs associated with SBCTA owned and operated electric vehicle chargers.

b. For any change in the location of the Charging Space, SBCTA shall give written notice to CITY at least 90 days before effecting such change. CITY must respond to any notice about a change in the location of the Charging Space within fourteen (14) days of receipt of notice. The Parties shall meet and confer about any change in the location of the Charging Space. If CITY fails to respond within the time specified, CITY shall be conclusively deemed to have approved the request.

6.18 Real Property Insurance.

Core Transit Asset Insurance. SBCTA shall obtain and maintain a. real property insurance for the Pedestrian Overpass Structure, the Station Platforms and the canopy structures thereon ("Core Transit Assets") in amounts sufficient to replace said assets. CITY and SBCTA shall share responsibility for the cost of real property insurance for the Core Transit Assets. SBCTA shall notify CITY of the cost of insurance described in this subsection 6.18(a) Core Transit Asset Insurance, in the then-current Fiscal Year no later than January 31st of each Fiscal Year and shall invoice CITY for fifty percent (50%) of said cost no sooner than the following Fiscal Year. CITY shall pay said invoice within thirty (30) days of receipt thereof.

Other Property Insurance. CITY shall obtain and maintain real property insurance or self-insurance for property not otherwise obtained under 6.18(a) Core Transit Asset Insurance above or 8.06 Insurance, including but not limited to the Permanent Multi-Level Parking Structure in amounts sufficient to replace said property. CITY shall be solely responsible for the cost of real property insurance or self-insurance obtained pursuant to this 6.18(b) Other Property Insurance.

4. Subsection 12.01 Notices to Parties of Section XII. NOTICES is deleted and replaced in its entirety with the following:

> **12.01** Notices to Parties. 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 Section. Parties shall notify each other of any contact information changes within ten (10) business days of the change.

То	San Bernardino County	То	City of San Bernardino
	Transportation Authority		
	1170 W. 3 rd Street, 2 nd Floor		Vanir Tower, 290 North D Street
	San Bernardino, CA 92410-1715		San Bernardino, CA 92401
Attn:	Management Services	Attn:	
Email:	depot@gosbcta.com	Email:	
Phone:	(909) 884-8276	Phone:	
Copy:	General Counsel	Copy:	City Attorney
Email:	gencounsel@gosbcta.com	Email:	

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

IN WITNESS WHEREOF, the authorized parties have signed below;

	BERNARDINO COUNTY NSPORTATION AUTHORITY	CITY OF SAN BERNARDINO
By:	Art Bishop Board President	By: Robert D. Field City Manager
Date:		Date:
APP	ROVED AS TO FORM	APPROVED AS TO FORM
By:	Julianna K. Tillquist General Counsel	By: Sonia R. Carvalho City Attorney
Date:	\sim	Date:

7.b

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Minute Action

AGENDA ITEM: 8

Date: September 7, 2022

Subject:

Lease Agreement No. 22-1002715 with Greyhound Lines, Inc.

Recommendation:

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

Approve Lease Agreement No. 22-1002715 with Greyhound Lines, Inc., for use of Unit 175 and a portion of the San Bernardino Santa Fe Depot parking lot, for a five-year term effective when SBCTA gives written consent with a total estimated revenue value of \$364,521, and three (3) five-year options to extend. Per direction to staff by the General Policy Committee, the lease agreement has been modified to **include language that if there is a need to increase security, such costs would be covered by Greyhound Lines, Inc.**

Background:

The San Bernardino County Transportation Authority (SBCTA) and the City of San Bernardino (City), as tenants-in-common of the Santa Fe Depot (Depot), share the responsibilities for the Depot as defined in the Cooperative Agreement No. 040-040 (Cooperative Agreement). Pursuant to the Cooperative Agreement, SBCTA retains the exclusive right to enter into, amend, or terminate all leases at the Depot.

On August 2, 2021, staff released a formal Solicitation of Proposals (SOP) to solicit proposals from qualified vendors for a lease of SBCTA and City-owned property consisting of approximately 714 square feet of pre-existing concession space (Premises), located within the San Bernardino Santa Fe Depot at 1170 W. 3rd Street, San Bernardino, for the purpose of operating a concession that provides prepackaged food and beverages. This was done in anticipation of the upcoming expiration of the previous tenants', Christina Aarts Fierro and Steven Fay (Tenants) lease on December 31, 2021. In addition to SBCTA's normal advertising process, the SOP was advertised on LoopNet, which is an online marketplace for commercial property, and on SBCTA's social media. SBCTA also proactively reached out to vendors who have submitted similar proposals for San Bernardino County-owned property, including Coffee Nutz and Everytable. Historically, SBCTA has faced challenges leasing these Premises. Staff believes the Premises remote indoor location may be the reason why it is challenging to lease this space. In order to encourage more proposals, staff also established a minimum fixed rent of \$1,500 monthly, a change from previous leases which included a base rent and a Common Area Maintenance (CAM) charge. Staff believes a reasonable effort was made to advertise the SOP in order to solicit responses and that adequate notice and time was provided to meet the proposal submission deadline. Out of four (4) vendors who reached out to SBCTA and toured the Premises, only one (1) submitted a proposal. The following proposal was received:

Vendor	Location	Rent	Initial Term	Options
Greyhound Lines, Inc.	Dallas, TX	\$2,269	Five-years	Three (3) five-
				year options

Page 2 An Evaluation Committee of four consisting of SBCTA staff and the Depot property management firm evaluated the single proposal based on different factors including the

management firm evaluated the single proposal based on different factors, including the proposer's business experience, proposed use of Premises, and consideration to SBCTA. Greyhound Lines, Inc.'s (Greyhound) proposal is for use of the Premises as a co-op ticket counter location where prepackaged food, drink, and travel essentials are also sold. In addition to use of the Premises as a co-op location, Greyhound's proposal requests use of the Depot as a station for their buses and use of part of the parking area as a bus loading and unloading zone. Greyhound also offered more than the minimum rent required. On October 18, 2021, staff entered into contract award negotiations with Greyhound. Staff determined that leasing the Premises to Greyhound is the best option for SBCTA and the traveling public. While Greyhound's operations will extend beyond the Premises and the requirements outlined in the SOP, staff believes Greyhound's co-op ticket counter model meets the purpose of the SOP.

On October 18, 2021, staff entered into contract negotiations with Greyhound. This item will approve a five-year lease with Greyhound for a negotiated base rent of \$1,800 and a CAM charge of 10%, currently estimated at \$3,893 per month. Staff believes a base rent with a CAM charge is more appropriate for this lease as it reduces the City's and SBCTA's responsibility for any additional upkeep and maintenance costs beyond the initial estimates. The lease includes three (3) five-year options to extend. Additionally, the lease designates an area in the commuter station parking lot, currently maintained by the City, for use as a bus bay zone. The City has reviewed and approved this designation. Greyhound agreed to bear the cost of improvements necessary for this space to be used as a bus bay zone, including adding new concrete bus paving sufficient to accommodate three (3) buses. In exchange for funding the cost of these improvements, SBCTA agreed to a six (6) month base rent abatement totaling \$10,800. Further, pursuant to direction given at the General Policy Committee, a provision has been added requiring Greyhound to bear the full expense of additional security necessitated by its use of the Depot.

Financial Impact:

There is an estimated increase in lease revenue of \$40,437 for Fiscal Year 2022/2023.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 10, 2022, as modified to include a provision requiring Greyhound Lines, Inc. to bear all costs of any necessary increase in security. SBCTA General Counsel and Risk Manager have reviewed this item and the draft agreement.

Responsible Staff:

Colleen Franco, Director of Management Services

Approved Board of Directors Date: September 7, 2022

Witnessed By:

				ummary Sheet tract Information			8
Contract No: 2	22-1002715	Amendment					
Contract Class:	Services						
Customer ID:	CIC-GHLINE	Custome	r Name: Grey	hound Lines, Inc.		_	
Description: G	reyhound Lines						
List Any Accounts Pay	5		<u> </u>				
			Dolla	r Amount			
Original Contract		\$		Original Contingency	/	\$	-
Prior Amendments		\$	-	Prior Amendments	,	\$	-
Prior Contingency Re	leased	\$	-	Prior Contingency Re	eleased (-)	\$	-
Current Amendment		\$	-	Current Amendmen	t	\$	-
Total/Revised Contra	act Value	\$	364,521.00	Total Contingency V	'alue	\$	-
		Total Dolla	· Authority (C	ontract Value and Co	ontingency)	\$	364,521.00
			Contract /	Authorization			
Board of Directors	Date:	09/07/20		Board		Item #	8878
		Contract	~	t (Internal Purposes	Only)		
Local			Lease			N/A	
			Account	s Receivable			
Total Contract Funding:	\$	364,521	.00 F	unding Agreement No:		22-1002715	
Beginning POP Date:	10/01/2	2022 En	ding POP Date:	09/30/2027	Final Billing Date:	09/30/202	27
Expiration Date:	09/30/2	2027					
	980 43011000	otal Contract Func 364,5	5	Fund Prog Task GL:	Sub- Task Revenue	Total Contract Fu	nding:
Project Mana	n Franco ger (Print Name)	_		en Franco ger (Print Name)		
Additional Notes:							

SAN BERNARDINO DEPOT Unit #175

COMMERCIAL / RETAIL LEASE

Landlord:

San Bernardino County Transportation Authority (SBCTA)

Tenant:

Greyhound Lines, Inc.

1. Summary of Lease Provisions

1.01 **Parties:** This Lease, dated, for reference purposes only, **October 01, 2022**, is made by and between **San Bernardino County Transportation Authority (SBCTA)** (herein called "Landlord") and **Greyhound Lines, Inc.** (herein called "Tenant"). Landlord and Tenant may be referred to individually as "Party" and collectively as "Parties."

1.02 **Premises:** Unit Number(s) **175,** consisting of approximately **714** rentable square feet, more or less, as defined in Section 2 (the "Premises").

1.03 Building: Commonly described as being located at **1170 West 3rd Street** in the City of **San Bernardino**, County of **San Bernardino**, State of California.

1.04 **Term:** The term shall commence on the later of (a) Tenant's receipt of a certificate of occupancy or similar authorization from the governmental agency having jurisdiction or (b) Tenant takes possession or beneficial occupancy of the Premises with Landlord's (or Landlord's Agent) written consent ("Commencement Date"), and shall end sixty (60) months thereafter, as defined in Section 5. Notwithstanding anything to the contrary contained herein, Tenant may begin accessing those portions of the Premises before the Commencement Date ("Early Access") for the construction/installation of the Tenant's Operational Improvements and Bus Bay Improvements, defined in paragraph 3 and 12 hereinbelow, provided that Tenant shall provide Landlord with at least ten (10) days' notice prior to the date that Tenant intends to access the Premises. During Early Access, Tenant shall not be responsible for any Base Rent or CAM payments. All insurance, waiver, and indemnity provisions shall be in full force and effect during Early Access. Under no circumstances shall first payment of Base Rent and CAM payments occur later than five (5) months after the Early Access Date, except as otherwise provided in this Lease.

1.05 **Base Rent:** \$ 1,800 per month, payable on the **first** day of each month, per Section 6.

1.06 **Base Rent Increase:** The monthly Base Rent payable under Section 1.05 shall be adjusted as provided in Section 7.

1.07 Late Charges: 6% of any installment of Base Rent, Common Area Maintenance Expense reimbursements, or any other sum due from Tenant not be received by Landlord within five days after the first day of each month.

1.08 Security Deposit: \$3,500.

1.09 **Tenant's Share of Common Area Maintenance Expenses (CAM): 10%** as defined in Section 6 and which are currently estimated at \$3,893.

1.10 **Parking: Four (4)** maximum vehicle parking spaces, as provided for in Section 4.

1.11 Use: Bus ticket counter and snack shop, selling only prepackaged food and beverages (no cooking at the Premises).

1.12 **Utilities:** Utilities to Premises provided by: (check one) \boxtimes Tenant \square Landlord (subject to reimbursement as may be provided for in this Lease), as further defined and subject to the provisions in Section 11.

1.13 **Maintenance & Repairs:** Interior of Premises maintained by **Tenant**; Exterior of Building maintained by **Landlord** subject to and in accordance with Section 10.

1.14 **Insurance: S**ee Section 13.

1.15 **Options to Extend:** Tenant has three (3) five (5) year Options to Extend the term of this Lease subject to the provisions in Section 25.

1.16 **Tenant Improvements:** (check all that apply)

- \boxtimes Tenant to accept Premises in as-is condition.
- $\hfill\square$ Landlord to provide Tenant Improvements as provided for in Paragraph .
- $\hfill\square$ Tenant to provide Tenant Improvements as provided for in Paragraph .

To Landlord:

San Bernardino County Transportation Authority c/o City Commercial Management 9469 Haven Avenue - Suite 200 Post Office Box 548 Rancho Cucamonga, CA 91729-0548 Telephone: (909) 948-1662 FAX : (909) 948-1349

To Tenant [notice given to Premises address also sufficient]:

Greyhound Lines, Inc. 350 N. St. Paul Street Legal Department Dallas, TX 75201 General Counsel Telephone: 214-849-7107 With a copy to: Real Estate Dept. same address

2. Premises.

Landlord hereby leases to Tenant for the term, at the rental rate, and upon all of the conditions set forth herein, the Premises as defined in Section 1.02. The Premises, the Building(s), the Common Areas, and the land upon which the same are located, are collectively referred to as the "Depot" (as per the attached Site Plan). It is understood and agreed that the square footage figures set forth in the Basic Lease Provisions are approximations which Landlord and Tenant agree are reasonable and shall not be subject to revision except in connection with an actual change in the size of the Premises.

Tenant hereby accepts the Premises and the Depot in their condition existing as of the Lease Commencement Date or the date that Tenant takes possession of the Premises, whichever is earlier, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises, and any easements, covenants or restrictions of record, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Tenant acknowledges that it has satisfied by its own independent investigation that the Premises are suitable for its intended use, and that neither Landlord nor Landlord's agent or agents has made any representation or warranty as to the present or future suitability of the Premises, Common Areas, or Depot for the conduct of Tenant's business, including anything related to compliance with any existing government regulations, including but not limited to the American with Disabilities Act. LANDLORD HEREBY DISCLOSES THAT PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1938, THE PREMISES AND COMMON AREAS HAVE NOT UNDERGONE INSPECTION BY A CASp, AND THUS HAS NOT BEEN VERIFIED TO MEET ALL APPLICABLE CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS. Notwithstanding any provision to the contrary herein, Landlord, at Landlord's sole cost and expense, shall cause the Depot to comply with any existing government regulations, including but not limited to the Americans with Disabilities Act applicable to the Depot as of, prior to, and during the term of the Lease.

3. Common Areas.

3.1 "Common Areas" are defined as all areas outside the confines of the Premises, including but not limited to parking areas, loading and unloading zones, trash enclosures, roadways, sidewalks, walkways, parkways, ramps, driveways, and landscaped areas within the Depot that are provided and designated for the general non-exclusive use of Landlord, Tenant, and all other Tenants of the Depot. Tenant, Tenant's employees, visitors, and invitees hereby agree to abide by and conform to all rules and regulations, which Landlord shall have the right in its sole reasonable discretion to modify from time to time. Landlord shall have the exclusive control and management of the Common Areas; however, Landlord shall not be responsible for the noncompliance with said rules and regulations by other tenants, employees, and invitees to the Depot. Landlord shall have the right in its sole discretion to (1) make changes to the Building exterior and/or Common Areas; (2) close temporarily any of the Common Areas for maintenance purposes, so long as reasonable access remains available; and (3) to add additional improvements to the Common Areas. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Landlord or Landlord's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Landlord shall have the right, without notice, in addition to such other rights and remedies it may have, to remove the property and charge the cost to Tenant, which cost shall be immediately payable upon demand by Landlord. Notwithstanding any provision to the contrary contained herein, Landlord represents and warrants the roof, all interior and exterior structural components of the Depot, the structural soundness of the exterior walls of the Depot (including windows, glass or plate glass, exterior doors or store fronts), heating, ventilating and air conditioning systems and mechanical, electrical and plumbing systems and equipment of the Depot shall be in good working condition upon the Commencement Date.

3.2 During the Lease term, Tenant shall have non-exclusive right to access and use portions of the parking areas, as identified in Exhibit C ("Bus Bay Zone"), for use as a bus loading and unloading zone. Landlord reserves the right, in its sole discretion, to modify this area (including, without limitation, increasing, or reducing the size thereof, or changing the location thereof). Landlord, nevertheless, shall at all times provide reasonable access to a portion of the parking areas for use as a bus loading and unloading zone.

4. Parking.

Tenant shall be entitled to use the vehicle parking spaces as provided for in Section 1.10 on those portions of the Common Areas designated by Landlord for parking. Tenant shall not use more spaces than said maximum number, and spaces shall be used for vehicles no larger than full-sized passenger vehicles, pick-up trucks, or sport utility vehicles. Any vehicle loading or unloading shall only be permitted in areas and at times designated by Landlord for such activities. Landlord shall have the right, without notice, to tow any of Tenant's vehicles (or Tenant's employees, invitees, contractors, or visitors) that are in violation of any parking rules and regulations, the cost of which shall be the sole responsibility of Tenant.

5. Term.

5.1 "Possession" of the Premises shall be deemed tendered to Tenant when (1) improvements, if any, are substantially completed, and (2) Tenant has been given reasonable access to the Premises with Landlord's (or Landlord's Agent) written consent. If for any reason Landlord cannot deliver possession of the Premises on the Commencement Date as provided for in Section 1.04, the Commencement Date and ending dates shall be correspondingly extended in relation to the Term of this Lease, and Landlord shall not be subject to any liability, nor shall such delay in commencement affect the validity of this Lease or the obligations of Tenant hereunder (except that Tenant shall not be obligated to pay rent until possession of the Premises has been delivered as provided for herein). However, there shall be no abatement of rent or adjustment of the Commencement Date if such delays are caused by actions of Tenant, Tenant's agents or contractors.

5.2 Notice of Commencement Date: Upon ascertaining the Commencement Date, Landlord (or Landlord's Agent) shall deliver to Tenant a written confirmation of the Commencement Date, in the form attached hereto as Exhibit D (the "Notice of Commencement of Lease"). The Notice of Commencement of Lease shall be binding upon Tenant unless Tenant objects thereto in written communication delivered to Landlord within five (5) business days of Tenant's receipt of the Notice of Commencement of Lease shall not delay the commencement of or any of Tenant's obligations under this Lease if Tenant has been given reasonable access to the premises with Landlord's written consent prior to the Commencement date set forth in the Notice of Commencement of Lease.

6. Rent.

6.1 **Rent and Base Rent.** Any and all amounts from time to time payable to Landlord by Tenant hereunder shall be referred to herein as Rent, including, but not limited to, Base Rent, and shall be paid in full when due without right of offset, setoff or deduction. Tenant shall pay to Landlord the Base Rent for the Premises as provided for in Section 1.05. Base Rent for any period less than one month shall be prorated based upon the actual number of days in the calendar month involved. Rent shall be payable in lawful money of the United States to Landlord at the address stated herein or to any such other persons or at any such other places as Landlord may designate in writing.

6.2 Common Area Maintenance Expenses ("CAM"). Tenant shall pay to Landlord during the term hereof, in addition to the Base Rent, Tenant's Share as provided for in Section 1.09 and hereinafter defined, of all Common Area Maintenance Expenses, as herein defined, during each calendar year, also referred to as "CAM Charges", in accordance with the following provisions: (a) "Common Area Maintenance Expenses" are defined, for purposes of this Lease, as all

(a) "Common Area Maintenance Expenses" are defined, for purposes of this Lease, as all costs incurred by Landlord, relating to the ownership and operation of the Depot, including, but not limited to, the following:

(i) The operation, repair and maintenance, in neat, clean, good order and condition, of the following:

(aa) The Common Areas, including parking areas, loading and unloading areas, trash areas, public restrooms, roadways, sidewalks, walkways, parkways, driveways, landscaped areas, striping, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, escalators, and roof;

(bb) Exterior signs and any tenant directories.

(cc) Fire detection (including monitoring costs) and sprinkler systems.

(ii) The cost of water, gas, electricity, and telephone to service the Common Areas.

(iii) Trash disposal, property management, security services, and the costs of any

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environmental inspections.

(iv) Reserves set aside for maintenance and repair of Common Areas.

(v) Real Property Taxes (as defined in Section 14) for the Building and the Common Areas.

(vi) The cost of the premiums for the insurance policies maintained by Landlord under Section 13.

(vii) Any deductible portion of an insured loss concerning the Building or the Common Areas.

(viii) Any other services to be provided by Landlord that are stated elsewhere in this Lease to be a Common Area Maintenance Expense.

(ix) Any management fees incurred by Landlord in connection with the operation of the Depot or, at Landlord's option, in lieu of any such management fees, 15% of CAM Charges as computed without regard to this clause (ix).

(b) Any Common Area Maintenance Expenses and Real Property Taxes that are specifically attributable to the Building or to any other building in the Depot or to the operation, repair, and maintenance thereof, shall be allocated entirely to the building or to such other building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to the Building or to any other building or to the operation, repair, and maintenance thereof, shall be allocated entirely to the building or to such other building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to the Building or to any other building or to the operation, repair, and maintenance thereof, shall be equitably allocated by Landlord to all buildings in the Depot.

(c) The inclusion of the improvements, facilities, and services set forth in this Section shall not be deemed to impose an obligation upon Landlord to either have said improvements or facilities or to provide those services unless the Depot already has the same or Landlord already provides the services.

(d) Tenant's Share of Common Area Maintenance Expenses (CAM Charges) shall be payable by Tenant within ten (10) days after a reasonably detailed statement of actual expenses is presented to Tenant by Landlord's agent. At Landlord's option, however, an amount may be estimated by Landlord from time to time of Tenant's Share of annual CAM Charges and the same shall be payable monthly or quarterly, as Landlord shall designate, during each 12-month period of the Lease term, on the same day as the Base Rent is due hereunder. Landlord shall deliver to Tenant within sixty (60) days after the expiration of each calendar year a reasonably detailed statement showing Tenant's Share of the actual CAM Charges incurred during the preceding year (the "Reconciliation"). If Tenant's payments during said preceding year exceed Tenant's Share as indicated on said Reconciliation, Landlord shall be credited the amount of such overpayment against Tenant's Share of CAM Charges next becoming due. If Tenant's payments during said preceding year were less than Tenant's Share as indicated on said Reconciliation. Notwithstanding any provision to the contrary herein, Tenant's share of the CAM Charges shall not increase by no more than four percent (4%), compounded annually, over the amount of such CAM Charges for the immediately prior year.

7. Rent Increase.

On each anniversary date of this Lease, the Base Rent shall be increased by \Box CPI Adjustment (see subsection "A" below) or \boxtimes fixed rental adjustment (see subsection "B" below).

B. <u>Fixed Rental Adjustment ("FRA")</u>: The Base Rent shall be adjusted in accordance with the following rental schedule:

Months	Monthly Base Rent
1-24	\$ 1,800
25-48	\$ 1,872
49-60	\$ 1,947

8. Security Deposit

Tenant shall deposit with Landlord upon execution hereof the Security Deposit set forth in paragraph 1.08 of the Basic Lease Provisions as security for Tenant's faithful performance of Tenant's obligations hereunder. If Tenant fails to pay rent or other charges due hereunder, or otherwise defaults with respect to any provision of this Lease, Landlord may use, apply or retain all or any portion of said deposit for the payment of any rent or other charge in default or for the payment of any other sum to which Landlord may become obligated by reason of Tenant's default, or to compensate Landlord for any loss or damage which Landlord may suffer thereby. If Landlord so uses or applies all or any portion of said deposit, Tenant shall within ten (10) days after written demand therefor deposit cash with Landlord in an amount sufficient to restore said deposit to the full amount then required of Tenant. If the monthly rent shall, from time to time, increase during the term of this Lease, Tenant shall, at the time of such increase, at Landlord's option, deposit with Landlord additional money as a security deposit so that the total amount of the security deposit held by Landlord shall at all times bear the same proportion to the then current Base Rent

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as the initial security deposit bears to the initial Base Rent. If Tenant performs all of Tenant's obligations hereunder, said deposit, or so much thereof as has not heretofore been applied by Landlord, shall be returned, without payment of interest or other increment for its use, to Tenant (or, at Landlord's option, to the last assignee, if any, of Tenant's interest hereunder) at the expiration of the term hereof, and after Tenant has vacated the Premises and delivered possession to Landlord. No trust relationship is created herein between Landlord and Tenant with respect to said Security Deposit. Landlord shall not be required to segregate such deposit from other Landlord moneys and shall not be required to pay any interest thereon.

9. Use.

The Premises shall be used and occupied only for the purpose as provided for in Section 1.11 and for no other purpose. Tenant shall conduct its business in a lawful manner (including obtaining and maintaining any required governmental permits and licenses) and shall not use or permit use of the Premises or the Common Areas in any manner that will tend to create waste or a nuisance or shall tend to disturb other occupants of the Depot.

10. Maintenance and Repairs.

10.1 Landlord's Obligations: Landlord shall keep the Depot foundations, exterior walls, roof, fire sprinkler system and fire/smoke detection equipment, and common areas (as defined above), in good condition and repair; provided, however, Landlord shall not be obligated to paint exterior walls, or to repair or replace any unbroken windows, doors, or plate glass of the Premises. There shall be no abatement of rent or liability of Tenant on account of any injury or interference with Tenant's business with respect to any improvements, alterations, or repairs made by Landlord to the Depot or any part thereof. Tenant expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Depot or Common Areas in good order, condition, and repair.

10.2 <u>Tenant's Obligations</u>: Tenant shall, at Tenant's sole cost and expense and at all times, keep the Premises and every part thereof in good order, condition, and repair, (whether or not the need for such repairs occurs as a result of Tenant's use, any prior use, the elements, or the age of such portion of the Premises), including, without limiting the generality of the foregoing, all equipment or facilities specifically serving the Premises, such as plumbing, electrical, lighting facilities, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights, but excluding any items which are the responsibility of Landlord. Tenant, in keeping the Premises in good order, condition, and repair, shall exercise and perform good maintenance practices. Tenant's obligations shall include restorations, replacements, or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition, and state of repair.

If Tenant fails to perform its obligations under this Section, Landlord may enter upon the Premises, perform such obligations on Tenant's behalf, and put the Premises in good order, condition, and repair.

10.3 Hazardous Substances. The term "Hazardous Substance" as used in this Lease shall mean any product, substance, chemical, material, or waste whose presence, nature, quantity, and/or intensity of existence, use, manufacture, disposal, transportation, spill, release, or effect, either by itself or in combination with other materials expected to be on the Premises (for purposes of Sections 10.3 and 10.4, "Premises" shall also include any area used by Tenant for loading, unloading and parking buses, including, but not limited to. any Bus Bays), is either (i) potentially injurious to the public health, safety, or welfare, the environment, or the Premises; (ii) regulated or monitored by any governmental authority; or (iii) a basis for potential liability of Landlord to any governmental agency or third party under any applicable statute or common law theory. Tenant shall not engage in any activity in or about the Premises which constitutes a use of Hazardous Substances without the express written consent of Landlord and compliance in a timely manner (at Tenant's sole cost and expense) with all governmental requirements (including but not limited to compliance with all laws, rules, regulations, ordinances, directives, covenants, easements, and restrictions of record, permits, and the requirements of any applicable fire insurance underwriter or rating bureau). Landlord may (but without any obligation to do so) condition its consent, if granted, to Tenant's use of any Hazardous Substance upon Tenant's giving Landlord such additional assurances as Landlord, in its reasonable discretion, deems necessary to protect itself, the public, the Premises, and the environment against damage, contamination, or injury and/or liability therefor, including but not limited to the installation (and, at Landlord's option, removal on or before Lease expiration or earlier termination) of reasonably necessary protective modifications to the Premises and/or the deposit of an additional Security Deposit. Tenant shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including, without limitation, through the plumbing or sanitary sewer system). Notwithstanding any provision to the contrary, Tenant shall bear no liability whatsoever and shall not assume any

conditions for any existing environmental materials or Hazardous Materials as existing on, at or below the Premises as of the Commencement Date. Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all loss, damage, liability and expense (including reasonable attorneys' fees) that Tenant may incur as a result of any claim, demand or action related to environmental conditions, Hazardous Materials or any other environmental laws and regulations existing as of the Commencement Date or not caused by Tenant's activities after the Commencement Date.

10.4 Tenant shall indemnify, protect, defend, and hold Landlord, its directors, officers, agents, employees, lenders, and ground Landlord, if any, and the Premises, harmless from and against any and all damages, liabilities, judgments, costs, claims, liens, expenses, penalties, loss of permits, and attorneys' and consultants' fees arising out of and involving any Hazardous Substance brought onto the Premises by or for Tenant or by anyone under Tenant's control. Tenant's obligations under this subsection shall include, but not be limited to, the effects of any contamination or injury to person, property, or the environment created or suffered by Tenant, and the cost of investigation (including consultants' and attorneys' fees and testing), removal, remediation, restoration, and/or abatement thereof, or of any contamination therein involved, and shall survive the expiration or earlier termination of this Lease. No termination, cancellation, or release agreement entered into by Landlord and Tenant shall release Tenant from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Landlord in writing at the time of such agreement.

11. Utilities & Services.

Landlord shall be responsible for the payment of the following utilities and services that serve the Premises (check those that apply):

- □ Electricity
- X Gas
- X Water/Sewer
- □ Telephone & Data Service
- X Trash
- □ Security Alarm Monitoring
- □ Janitorial Service & Supplies

Tenant shall be responsible for the direct payment or reimbursement to Landlord, as the case may be, of the following utilities and services that serve the Premises (check those that apply):

☑ ElectricityGas

Water/Sewer

- Telephone & Data Service
- Trash Security Alarm Monitoring
- ☑ Janitorial Service & Supplies

In the event any of Tenant's aforementioned utilities are not separately metered to the Premises, Tenant shall pay, at Landlord's option, either Tenant's Share or a reasonable proportion to be determined by Landlord of all charges jointly metered with other Premises in the Building.

There shall be no abatement of rent and Landlord shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption, or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair, or other cause beyond Landlord's reasonable control or in cooperation with governmental request or directions.

12. Alterations and Additions.

12.1 Tenant shall not without Landlord's prior written consent make any alterations, improvements, additions, or repairs (hereinafter collectively referred to as "Alterations") in, on or about the Premises or the Depot. Should Landlord permit Tenant to make its own Alterations, Tenant shall use only contractors that are properly and adequately licensed and insured, and Landlord may require Tenant to provide Landlord, at Tenant's sole cost and expense, a lien and completion bond in an amount equal to one and one-half times the estimated cost of such improvements, to insure Landlord against any liability for mechanic's and materialmen's liens and stop notices, and to ensure completion of the work. Any Alterations in or about the Premises or the Depot that Tenant shall desire to make shall be presented to Landlord in written form, with proposed detailed plans. Any consent of Landlord to such Alteration shall be deemed conditioned upon Tenant acquiring a permit to do so from the applicable governmental agencies, furnishing of a copy thereof to Landlord prior to the commencement of the work, and compliance by Tenant with all conditions of said permit in a prompt and expeditious manner.

12.3 All Alterations which may be made on the Premises by Tenant shall be made and done in a good and workmanlike manner and of good and sufficient quality and materials. All alterations and additions that are permanently affixed to the Premises or the Depot shall be the property of Landlord and shall remain upon and be surrendered with the Premises at the expiration of the Lease term, unless Landlord requires their removal pursuant to Section 18.

to post notices of non-responsibility in or on the Premises or the Building as provided by law.

12.4 Bus Bay Zone Improvements: Prior to the Commencement Date, Tenant shall construct, at Tenant's expense, the following improvements at the designated Bus Bay Zone:

- (a) New concrete bus paving that is sufficient to accommodate at least three (3) buses.
- (b) One (1) trash receptacle placed in a mutually acceptable location under the existing shade structure adjacent to the Bus Bay Zone and matching the design of existing trash receptacles located at the Depot.
- (c) Five (5) benches. Benches shall be installed under the existing shade structure adjacent to the Bus Bay Zone and must match the design of existing benches located under the shade structure.

13. Insurance and Indemnity.

Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease insurance policies with coverages that shall be at least as broad as:

- Commercial General Liability (CGL): Insurance Services Office Form CG 00 0 1 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit, \$4,000,000.
- Commercial Automobile (BUS) Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if lessee has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$15,000,000 per accident for bodily injury and property damage.
- 3. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- 4. **Property insurance** against all risks of loss to any tenant possession, improvements or betterments, at full replacement cost with no coinsurance penalty provision.
- 5. Umbrella/Excess CGL Insurance The policy must include the following:
 - a. **\$5,000,000** umbrella or excess liability
 - b. The umbrella or excess policy shall follow form over the Tenant's primary general. liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
 - c. The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
 - d. 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.

If the Tenant maintains broader coverage and/or higher limits than the minimums shown above, SBCTA requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Tenant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

SBCTA, the City of San Bernardino, and their respective directors, officers, agents, employees, and volunteers are to be covered as additional insureds on the CGL, Umbrella and/or Excess policy with respect to liability arising out of work or operations performed by or on behalf of the Tenant, including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Tenant's insurance (at least as broad as ISO Form CG 20 I0 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 3 7 if a later edition is used).

Waiver of Subrogation

Tenant hereby grants to SBCTA and the City of San Bernbardino, a waiver of any right to subrogation which any insurer of said Lessee may acquire against the SBCTA by virtue of the payment of any loss under such insurance. Tenant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Landlord has received a waiver of subrogation endorsement from the insurer.

Primary Coverage

For any claims related to this contract, the Tenant's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the SBCTA and City of San Bernardino, and their respective directors, officers, employees, and volunteers. Any insurance or self-insurance maintained by the SBCTA or the City of San Bernbardino, and their respective officers, officials, employees, or volunteers shall be excess of the Tenant's insurance and shall not contribute with it.

Qualifications of Insurance Carriers

If policies are written by insurer carriers authorized and admitted to do business in the state of California, then the insurer carriers must have a current A.M. Best rating of A-VIII or better, and if policies are written by insurance carriers that are non-admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-:X or better, unless otherwise approved in writing by SBCTA's Risk Manager.

Deductibles and Self-Insured Retention

Regardless of the allowance of exclusions or deductibles by Landlord, Tenant 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. Tenant will pay, and shall require its sub-contractor(s) 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 Landlord, 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 Tenant shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to SBCTA, its directors, officials, officers, employees and agents; or, (2) the Tenant shall procure a bond guaranteeing the amount of the deductible or self-insured retention. Landlord shall have the right to review any and all financial records that Landlord, at its sole discretion, deems necessary to approve any deductible or SIR. Landlord will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If Landlord pays any sums due under any insurance required above, Landlord may withhold said sums from any amounts due to Tenant . The Tenant's policies will neither obligate nor prohibit Landlord or any other Additional Insured, from paying any portion of any Tenant deductible or SIR..

Verification of Coverage

Tenant shall furnish Landlord 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 of the CGL policy listing all policy endorsements before occupying the premises. However, failure to obtain the required documents prior to the work beginning shall not waive the Tenant's obligation to provide them. Landlord reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Higher limits.

If TENANT maintains higher limits than the minimums shown above, SBCTA and City of San Bernardino shall be entitled to coverage for the higher limits maintained by TENANT.

Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the additional insureds.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Landlord.

Special Risks or Circumstances

Landlord reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

The cost of the premiums for the insurance policies maintained by Landlord hereinafter shall be a Common Area Maintenance Expense.

<u>Liability Insurance - Landlord</u>: Landlord shall obtain and keep in force during the term of this Lease a policy of Combined Single Limit Bodily Injury and Broad Form Property Damage Insurance, plus coverage against such other risks Landlord deems advisable from time to time, insuring Landlord, but not Tenant, against liability arising out of the ownership, use, occupancy, or maintenance of the Depot in an amount not less than \$1,000,000 per occurrence.

Property Insurance: Landlord shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the Depot improvements, but not Tenant's personal property, fixtures, equipment, or tenant improvements, in an amount of the full replacement cost thereof, as the same may exist from time to time, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, and such other perils as Landlord deems advisable or may be required by a lender having a lien on the Depot. In addition, Landlord shall obtain and keep in force, during the term of this Lease, a policy of rental value insurance covering a period of one year, with loss payable to Landlord, which insurance shall also cover all Common Area Maintenance Expenses for said period. Tenant shall not be named in any such policies carried by Landlord and shall have no right to any proceeds therefrom. In the event that the Premises shall suffer any insured losses, the deductible amounts under the applicable insurance policies shall be deemed a Common Area Maintenance Expense. Tenant shall not do or permit to be done anything which shall invalidate the insurance policies carried by Landlord. Tenant shall pay the entirety of any increase in the property insurance premium for the Depot over what it was immediately prior to the commencement of the term of this Lease if the increase is specified by Landlord's insurance carrier as being caused by the nature of Tenant's occupancy or any act or omission of Tenant.

Indemnity: Tenant shall indemnify and hold harmless SBCTA, the City of San Bernardino and their respective directors, officers, employees, agents, volunteers, partners and lenders (collectively, "Landlord Parties"), from and against any and all claims for damage to the person or property of anyone or any entity arising from Tenant's use of the Depot, or from the conduct of Tenant's business, or from any activity, work or things done, permitted or suffered by Tenant in or about the Premises or elsewhere, and shall further indemnify and hold harmless Landlord Parties from and against any and all claims, costs and expenses arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or omission of Tenant, or any of Tenant's agents, contractors, employees, or invitees, and from and against all costs, attorney's fees, expenses and liabilities incurred by Landlord Parties as the result of any such use, conduct, activity, work, things done, permitted or suffered, breach, default, or negligence, and in dealing reasonably therewith, including but not limited to the defense or pursuit of any claim or any action or proceeding involved therein; and in case any action or proceeding be brought against Landlord by reason of any such matter. Tenant, upon notice from Landlord, shall defend the same at Tenant's expense, by counsel reasonably satisfactory to Landlord, and Landlord shall cooperate with Tenant in such defense. Landlord need not have first paid any such claim in order to be so indemnified. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property of Tenant or injury to persons, in, upon or about the Depot arising from Tenant'any cause and Tenant hereby waives all claims in respect thereof against Landlord, except as to those claims directly arising from Landlord's gross negligence or willful misconduct

<u>Exemption of Landlord from Liability</u>: Except as caused by Landlord's gross negligence or willful misconduct, Tenant hereby agrees the Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Premises or the Depot, nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other

cause, whether said damage or injury results from conditions arising upon the Premises or upon other portions of the Depot, or from other sources or places, or from new construction or the repair, alteration, or improvement of any part of the Depot, or of the equipment, fixtures, or appurtenances applicable thereto, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible, Landlord shall not be liable for any damages arising from any act or neglect of any other Tenant, occupant or user of the Depot.

<u>Waiver of certain damages</u>: In no event shall either party be liable for punitive damages which may be incurred.

14. Property Taxes.

14.1 <u>Real Property Taxes</u>: Landlord shall pay real property taxes and associated assessments applicable to the Depot, if applicable. Tenant shall also pay to Landlord the entirety of any increase in real property tax if assessed solely by reason of additional improvements placed upon the Premises by Tenant, or as possessory interest taxes due to Tenant's use of the Premises or Depot, or at Tenant's request. Real property taxes shall include any form of real estate tax or assessment, general, special, ordinary or extraordinary, and any license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal income, or estate taxes) imposed on the Depot or any portion thereof by any authority having the direct or indirect power to tax, including any city, county, state or federal government, or any school, agriculture, sanitary, fire, street, drainage or other improvement district thereof.

14.2 <u>Personal Property Taxes</u>: Tenant shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Tenant contained in the Premises or elsewhere.

15. Assignment & Subletting.

15.1 Tenant shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of Tenant's interest in the Lease or in the Premises, without Landlord's prior written consent, which Landlord may withhold in its sole discretion. Landlord reserves the right to condition any approval to assign or sublet upon Landlord's determination that (a) the proposed assignee or subtenant shall conduct a business on the Premises of a quality and use that is substantially equal to that of Tenant and consistent with the general character of the other occupants of the Depot and not in violation of any exclusive or rights then held by other tenants, and (b) the proposed assignee or subtenant be at least as financially responsible as Tenant was expected to be at the time of the execution of this Lease or of such assignment or subletting, whichever is greater. Landlord further reserves the right to refuse assignment or subletting should Landlord determine that either or both conditions set forth in (a) and (b) are not met. Regardless of Landlord's consent, no assignment or subletting shall release Tenant of Tenant's obligations hereunder or alter the primary liability of Tenant to pay the rent and other sums due Landlord hereunder, including Tenant's Share of Common Area Maintenance Expense, and to perform all other obligations to be performed by Tenant hereunder. If Tenant's obligations under this Lease have been guaranteed by third parties, then an assignment or sublease, and Landlord's consent thereto, shall not be effective unless said guarantors give their written consent to such assignment/sublease and the terms thereof. The consent by Landlord to any assignment or subletting shall not constitute consent to any subsequent assignment or subletting by Tenant nor to any subsequent or successive assignment or subletting by the subtenant. Landlord shall be a party to, and shall have the right to review, any proposed subleases and associated documents. If Tenant shall request the consent of Landlord for a proposed assignment or subletting, then Tenant shall be required to submit whatever documentation and materials necessary in Landlord's sole discretion that it needs to review in connection with the proposed transaction. Further, Tenant shall pay Landlord's reasonable costs and expenses incurred in connection therewith, including attorneys', architects', engineers', or other consultants' fees, whether or not the transfer is consummated.

15.2 If, as of the effective date of any permitted assignment or subletting, the then-remaining term of this Lease is less than three (3) years, Landlord may, as a condition to its consent, require that the amount of the Rent payable under this Lease be adjusted to what is then the market value for property similar to the premises then constituted, as determined by Landlord. In the event any profits should be realized by a subtenancy or assignment, then Landlord shall be entitled to all of any such profits.

15.3 In the event of any default under this Lease, Landlord may proceed directly against Tenant, any guarantors or anyone else responsible for the performance of this Lease, including the subtenant, without first exhausting Landlord's remedies against any other person or entity responsible therefor to Landlord, or any security held by Landlord or Tenant. The discovery of the fact that any financial statement relied upon by Landlord in giving its consent to an assignment or subletting was materially false shall, at Landlord's election, render Landlord's said consent null and void.

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16. Default; Breach; Remedies.

<u>Tenant's Default/Breach</u>: The occurrence of any one or more of the following events shall constitute a material default of this Lease by Tenant:

(a) The breach by Tenant of any of the covenants, conditions or provisions contained within this Lease, where such breach is of an incurable nature.

(b) The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, and as when due, where such failure shall continue for a period of three (3) days after written notice thereof from Landlord to Tenant. In the event that Landlord serves Tenant with a Notice to Pay Rent or Quit pursuant to applicable Unlawful Detainer statutes, such Notice to Pay Rent or Quit shall also constitute the notice required by this subparagraph.

(c) The failure of Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant, where such failure is curable in nature and continues for a period of thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's noncompliance is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within said thirty (30) day period and thereafter diligently pursues such cure to completion. Such thirty (30) day notice shall constitute the sole and exclusive notice required to be given to Tenant under applicable Unlawful Detainer statutes.

(d) The discovery by Landlord that any financial statement given to Landlord by Tenant, or its successor in interest or by any guarantor of Tenant's obligation hereunder, was materially false.

<u>Landlord's Default/Breach</u>: Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion.

<u>Remedies</u>: In the event of any material default or breach of this Lease by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default:

(a) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease and the term hereof shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to: the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises; recapture of any inducement such as abated rent periods; reasonable attorneys' fees; any real estate commission actually paid; the amount, at the time of award of the court, by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided; that portion of the leasing commission paid by Landlord applicable to the unexpired term of this Lease.

(b) Maintain Tenant's right to possession in which case this Lease shall continue in effect whether or not Tenant shall have vacated or abandoned the Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

(c) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state of California. Unpaid installments of rent and other unpaid monetary obligations of Tenant under the terms of this Lease shall bear interest from the date due at the maximum rate then allowable by law.

Late Charges: Tenant hereby acknowledges that the late payment by Tenant to Landlord of Base Rent, Tenant's Share of Common Area Maintenance Expense or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any installment of Base Rent, Common Area Maintenance Expense, or any other sum due from Tenant shall not be received by Landlord or Landlord's designee within **five (5)** days after thirty (30) days prior written notice from Landlord, then, without any requirement for notice to Tenant, Tenant shall pay to Landlord a late charge equal to **six percent (6%)** of such overdue amount. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a

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waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

17. Estoppel Certificate.

Each Party (as "Responding Party') shall at any time upon not less than thirty (30) days' prior written notice from the other Party ("Requesting Party") execute, acknowledge, and deliver to the Requesting Party a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to the Responding Party's knowledge, any uncured defaults on the part of the Requesting Party, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Depot or of the business of Tenant. At the Requesting Party's option, the failure to deliver such statement within such time shall be a material default of this Lease by the Party who is to respond, without any further notice to such Party, or it shall be deemed conclusive as to such Party that (i) this Lease is in full force and effect, without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Landlord is the Requesting Party, not more than one month's rent has been paid in advance.

18. Surrender; Move-out.

On the last day of the term hereof, or on any sooner termination, Tenant shall surrender the Premises to Landlord, which shall include the return of all keys and access control devices, in the same condition as received, ordinary wear and tear excepted, clean and free of debris. Any damage or deterioration of the Premises shall not be deemed ordinary wear and tear if the same could have been prevented by good maintenance practices by Tenant. Tenant shall repair any damage to the Premises occasioned by the installation or removal of Tenant's trade fixtures, alterations, furnishings and equipment, and shall leave the HVAC equipment, power panels, electrical distribution systems, lighting fixtures and lamps, window coverings, wall and floor coverings, ceilings, plumbing fixtures, and all other building systems, fixtures, and improvements to the Premises in good operating condition.

19. Holding Over.

If Tenant, with Landlord's consent, remains in possession of the Premises or any part thereof after the expiration of the term hereof, such occupancy shall be a tenancy from month to month upon all the provisions of this Lease pertaining to the obligations of Tenant, except that the rent payable shall be **125%** of the rent immediately preceding the termination date of this Lease, and all Options, if any, granted under the terms of this Lease shall be deemed terminated and be of no further effect during said month to month tenancy.

20. Substituted Premises.

Landlord reserves the right, upon not less than sixty (60) days prior written notice to Tenant, to substitute for the Premises some other premises within the Building having substantially equivalent net rentable area as the Premises, subject to a 15% variation, provided that Landlord shall pay all expenses reasonably incurred in relocating Tenant's property to such new location, and upon the expiration of such written notice, such other premises shall be substituted for the Premises for all purposes under this Lease. Landlord shall not be obligated to Tenant for any losses resulting from the substitution of Premises, and Tenant agrees to hold Landlord harmless against any such losses.

21. Landlord's Access.

21.1 Landlord and Landlord's agents shall have the right to enter the Premises, upon forty-eight (48) hour prior notice, for the purpose of inspecting the same, performing any services required of Landlord, showing the same to prospective purchasers, lenders, or tenants, making such alterations, repairs, improvements, or additions to the Premises or to the Depot as Landlord may reasonably deem necessary or desirable, and the erecting, using, and maintaining of utilities, services, pipes, and conduits through the Premises and/or other premises, as long as there is no material adverse effect to Tenant's use of the Premises. Landlord may at any time place on or about the Premises or the Building any ordinary "For Sale" signs and Landlord may at any time during the last 120 days of the term hereof place on or about the Premises any ordinary "For Lease" signs. All activities of Landlord pursuant to this paragraph shall be without abatement of rent, and Landlord shall have no liability to Tenant for the same.

21.2 Landlord shall have the right to retain keys to the Premises and to unlock all doors in or upon the Premises other than to files, vaults, and safes, and in the case of emergency to enter the Premises by any reasonably appropriate means, and any such entry shall not be deemed a forcible or unlawful entry or detainer of the Premises or an eviction. Tenant waives any charges for damages or injuries or interference with Tenant's property or business in connection therewith.

22. Security.

22.1 Tenant hereby acknowledges that Landlord shall have no obligation whatsoever to provide guard service or other security measures for the benefit of the Premises or the Depot. Tenant assumes all responsibility for the protection of Tenant, its agents, and invitees and the property of Tenant and of Tenant's agents and invitees from acts of third parties. Nothing herein contained shall prevent Landlord, at Landlord's sole option, from providing security protection for the Depot or any part thereof, in which event the cost thereof shall be included within the definition of Common Area Maintenance Expenses.

22.2 Tenant shall not permit anyone, except in emergency or with Landlord's prior approval, to go upon the roof of the building nor to access electrical, utility, elevator, machinery or equipment rooms.

22.3 Should Landlord determine, in its sole reasonable discretion, that as a consequence of Tenant's operations additional security measures are required, Landlord shall arrange for such additional measures, the costs for which Tenant shall be solely responsible. Tenant's responsibility for such costs shall be in addition to base rent and Common Area Maintenanceexpenses.

23. Signs.

Tenant shall not place any sign upon the Premises or the Depot without Landlord's prior consent. Under no circumstances shall Tenant place a sign on any roof of the Depot. Lettering on directory or monument signs, if applicable and which must be expressly approved herein, shall be provided by \boxtimes Landlord \Box Tenant, and shall conform to the Depot sign criteria. In the event Tenant is permitted signage on the Building exterior, such signage shall be subject to the Depot sign criteria and in accordance with applicable codes, requirements, and governmental approval of the City of San Bernardino. The installation, maintenance, repair, and removal (including any underlying damage caused by removal) of such exterior signage shall be provided by Tenant, at Tenant's sole cost and expense. Failure to maintain such signage shall, at Landlord's option, result in forfeiture of the sign position(s) and removal of existing signage (at Tenant's cost).

24. Subordination.

This Lease, and any Option or first refusal granted hereby, at Landlord's option, shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation or security now or hereafter placed upon the Depot. Notwithstanding such subordination, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the rent and observe and perform all of the provisions of this Lease, unless otherwise terminated pursuant to its terms. Tenant agrees to execute any documents required to effectuate an attornment, a subordination, or to make this Lease or any Option granted herein prior to the lien of any mortgage, deed of trust, or ground lease, as the case may be. Tenant's failure to execute such documents within ten (10) days after written demand shall constitute a material default by Tenant hereunder without further notice to Tenant or, at Landlord's option, Landlord shall execute such documents on behalf of Tenant as Tenant's attorney-in-fact.

25. Options.

As used in this paragraph the word "Option" has the following meaning: the right or option to extend the term of this Lease or to renew this Lease.

Each Option granted to Tenant in this Lease is personal to the original Tenant and may be exercised only by the original Tenant while occupying the Premises. In the event that Tenant has multiple options to extend or renew this Lease, a later option cannot be exercised unless the prior option to extend or renew this Lease has been so exercised. All rights of Tenant under the provisions of an Option shall terminate and be of no further force or effect, notwithstanding Tenant's due and timely exercise of the Option, if, during the term of this Lease, (i) Tenant fails to pay Landlord a monetary obligation of Tenant for a period of thirty (30) days after such obligation becomes due (without any necessity of Landlord to give notice thereof to Tenant), or (ii) Tenant fails to commence to cure any curable default or breach of the provisions of this Lease within thirty (30) days after the date that Landlord gives notice to Tenant of such default and/or Tenant fails thereafter to diligently prosecute said cure to completion, or (iii) Landlord gives to Tenant three or more notices of default for the non-payment of rent, whether or not the defaults are cured, or (iv) if Tenant has committed any non-curable breach or is otherwise in default of any of the terms, covenants, and conditions of this Lease.

Any and all Options granted to Tenant, if any, are hereby prescribed as follows:

Provided Tenant is not in default or has not committed a default during the term of this Lease, Landlord hereby grants Tenant the right to extend the term of this Lease for three (3) additional periods of five (5) year each. In order to exercise such Options, Tenant must notify Landlord, in writing, no later than ninety (90) days prior to the expiration of the original or preceding term, of its intent to exercise this Option to Extend. Failure to notify Landlord as stipulated shall, at Landlord's discretion, automatically cancel Tenant's rights hereby granted under this Option. The monthly Base Rent for these Option periods granted herein, if exercised, shall be increased by four percent (4%) or fair market value, whichever is greater, initially and annually thereafter over the preceding period.

26. Damage or Destruction.

26.1 In the event the Premises sustains damages of less than fifty percent (50%) of its then replacement value, then Landlord shall repair such damage (except for Tenant's improvements, trade fixtures and equipment) as soon as reasonably possible, and this Lease shall continue in full force and effect, and Rent and other charges shall be abated in proportion to the degree to which Tenant's use of the Premises is impaired. In the event such damages are uninsured, Landlord may elect not to restore and repair the Premises, in which case this Lease shall be terminated. In either case, if such damages or destruction were caused by a negligent or willful act of Tenant, Tenant's customers, or invitees, then Tenant shall make all necessary repairs and restorations at its sole cost and expense, and this Lease shall continue in full force and effect, with no abatement of rent.

26.2 In the event the Premises sustains damages of more than fifty percent (50%) of its then replacement value, (unless caused by a negligent or willful act of Tenant, in which case Tenant shall make all necessary repairs and restorations at its sole cost and expense, and this Lease shall continue in full force and effect, with no abatement of rent), then Landlord, at its sole option and whether or not the loss is insured or uninsured, may choose to restore the Premises, or may terminate this Lease sixty (60) days following the date of such damage or destruction.

27. General Lease Terms:

Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

Time of Essence. Time is of the essence with respect to the obligations to be performed under this Lease.

Additional Rent. All monetary obligations of Tenant to Landlord under the terms of this Lease, including but not limited to Tenant's Share of Common Area Maintenance Expense and any other expenses payable by Tenant hereunder, shall be deemed to be rent.

Prior Agreements; Amendments. This Lease contains all agreements of the Parties with respect to any matter mentioned herein. No prior or contemporaneous agreement or understanding pertaining to any such matter, including but not limited to Letters of Intent, Proposals to Lease, and other documentation associated with the negotiation of this tenancy, shall be effective. This Lease may be modified in writing only, signed by the Parties in interest at the time of the modification. Except as otherwise stated in this Lease, Tenant hereby acknowledges that no real estate broker nor the Landlord nor any employee or agents of any said persons has made any oral or written warranties or representations to Tenant relative to the condition or use by Tenant of the Premises or the Depot, and Tenant acknowledges that Tenant assumes all responsibility regarding the legal use and adaptability of the Premises and the compliance thereof with all applicable laws and regulations in effect during the term of this Lease, including but not limited to, the Occupational Safety Health Act ("OSHA") and the Americans with Disabilities Act ("ADA").

Notices. Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or by certified or registered mail, and shall be deemed sufficiently given if delivered or addressed to Tenant or to Landlord at the address noted in Section 1.17 above. Mailed notices shall be deemed given upon actual receipt at the address required, or forty-eight hours following deposit in the mail, postage prepaid, whichever first occurs. Either Party may by notice to the other specify a different address for notice purposes, except that upon Tenant's taking possession of the Premises, the Premises shall constitute Tenant's address for notice purposes. A copy of all notices required or permitted to be given to Landlord hereunder shall be concurrently transmitted to such Party or Parties at such addresses as Landlord may from time to time hereafter designate by notice to Tenant.

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Waivers. No waiver by Landlord or any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant. The acceptance of rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment, and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as if it was not legally required to pay under the provisions of this Lease.

Covenants and Conditions. Each provision of this Lease performable by Tenant shall be deemed both a covenant and a condition.

Binding Effect; Jurisdiction. This Lease shall bind the Parties, their personal representatives, successors, and assigns. This Lease shall be governed by the laws of the State of California, and any litigation between the Parties concerning this Lease shall be filed in the San Bernardino County Superior Court.

Attorney's Fees. If either Party brings an action to enforce the terms hereof or declare rights hereunder, the prevailing Party in any such action, trial or appeal thereon shall be entitled to his reasonable attorneys' fees to be paid by the losing Party as fixed by the court in the same or a separate suit, and whether or not such action is pursued to decision or judgment. Landlord shall be entitled to reasonable attorneys' fees and all other costs and expenses incurred in the preparation and service of notice of default (including but not limited to notices required under the Unlawful Detainer statutes) and consultations in connection therewith, whether or not a legal transaction is subsequently commenced in connection with such default, or incurred in collections of any amounts owed by Tenant to Landlord under this Lease.

Consents. Wherever in this Lease the consent of one Party is required to an act of the other Party, such consent shall not be unreasonably withheld or delayed, unless otherwise expressly stated that such consent may be withheld in Landlord's sole discretion.

Guarantor. In the event that there is a guarantor of this Lease, said guarantor shall have the same obligations as Tenant under this Lease.

Authority. The individuals executing this Lease on behalf of the Landlord represent and warrant to Tenant that they are fully authorized and legally capable of executing this Lease on behalf of Landlord and that such execution is binding upon all parties holding an ownership interest in the Depot. If Tenant is a corporation, trust, or general or limited partnership, Tenant, and each individual executing this Lease on behalf of such entity, represent and warrant that such individual is duly authorized to execute and deliver this Lease on behalf of such entity.

Conflict. Any conflict between the printed provisions, Exhibits, or Addenda of this Lease and the typewritten or handwritten provisions, if any, shall be controlled by the typewritten or handwritten provisions.

Multiple Parties. If more than one person or entity is named as either Landlord or Tenant herein, except as otherwise expressly provided herein, the obligations of the Landlord or Tenant herein shall be the joint and several responsibility of all persons or entities named herein as such Landlord or Tenant, respectively.

Confidentiality/Public Records Act. Tenant shall keep confidential the terms of this Lease, and Tenant shall not release or disseminate any of the terms or provisions of this Lease to any third party, other than to its attorneys, accountants and officers, (and then only to the extent that such attorneys, accountants or corporate officers have a need for this information to perform their respective professional duties, and in doing so expressly agree to be bound by the terms of the confidentiality provisions of this Lease), or where disclosure is required by regularly issued judicial process or by applicable securities laws, regulations and policies. This obligation of confidentiality shall survive the scheduled expiration or other termination of this tenancy. Tenant acknowledges

that Landlord is a public agency, and that, as such, this Lease agreement is subject to disclosure pursuant to the provisions of the California Public Records Act (Government Code §§ 6250 *et seq.*)

ATTACHMENTS:

Attached hereto are the following documents which constitute a part of this Lease:

Exhibit "A" - Rules and Regulations Exhibit "A-2" - Employee Parking Exhibit "B" - Site Plan Exhibit "C" - Designated Bus Loading and Unloading Zone Exhibit "D" - Notice of Commencement of Lease Exhibit "E" – Prevailing Wage Requirements

In the event of any conflict between the Lease articles and any exhibit, the Lease articles shall prevail.

ADDITIONAL TERMS:

28. CONTINUOUS OPERATION. Tenant shall be required to maintain consistent, daily business hours to provide concession services to the traveling public. Tenant's minimum operating hours shall be 5am to 3pm, Monday through Friday. Unless Landlord grants written consent to the contrary, Tenant shall not be permitted to operate later than the main lobby's operating hours.

29. HISTORICAL BUILDING. Tenant understands and acknowledges that the Depot is a registered Historic Landmark and thus Tenant shall be required to maintain the historical aspect of the Premises and is not authorized to make changes or alterations without Landlord's express written consent. This includes, but is not limited to, affixing or hanging items on the walls, removing the existing menu board, and making any changes to the appearance of the surfaces of the leased Premises.

30._PREVAILING WAGE AND BIDDING REQUIREMENTS. Tenant shall comply with the California Public Contract Code Sections 22000 through 22045 regarding bidding procedures and Labor Code Sections 1720.2 and 1770 et seq. regarding general prevailing wages, including the provisions set forth in Exhibit "E", Prevailing Wage Requirements, attached hereto and incorporated herein by reference. Tenant shall indemnify and hold harmless Landlord and its directors, officers, employees, and agents from any claims, actions, losses, damages, and/or liability arising out of Tenant's obligations set forth in this paragraph. Tenant's indemnity obligations shall survive the expiration or earlier termination of the Lease and shall not be limited by the existence or availability of insurance.

31. CONCESSION OPERATIONS. Landlord desires to lease the Premises to Tenant primarily to operate a concession shop that sells snacks, beverages, and prepackaged grab-and-go foods. Tenant agrees to maintain concession operations and a reasonable variety of prepackaged grab and go foods for the entire duration of this Lease, including all Options.

32. BASE RENT ABATEMENT. Notwithstanding anything to the contrary contained in this Lease, but provided Tenant is not in Default hereunder, Landlord hereby grants Tenant an abatement of the Base Rent payable during the period beginning on the Commencement Date and ending six (6) months after the Commencement Date ("Base Rent Abatement") for a total abatement of \$10,800 (6 x \$1,800). If the Commencement Date occurs on the first day of a month, the Base Rent Abatement will be measured from that date. If the Commencement Date occurs on a day other than the first day of a month, the Base Rent Abatement will be measured from the first day of the following month. The CAM set forth in Section 6 shall not be abated. The adjustment in the Base Rent as set forth in this Section 32 shall be based on the full and unabated amount of Base Rent payable for the first 24 month period from and after the Commencement Date.

33. NUISANCE. Tenant shall conduct its business, and shall use reasonable efforts to control its agents, employees, customers, invitees, contractors, and visitors, in such a manner as not to create any nuisance or unreasonably interfere with, or unreasonably annoy or disturb, any other occupant or Landlord in its operation of the Premises; provided, however Landlord confirms Tenant's Use, as defined in Section 1.11, is not a nuisance.

LANDLORD AND TENANT HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS LEASE, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LANDLORD AND TENANT WITH RESPECT TO THE PREMISES. THE PARTIES ACKNOWLEDGE THAT THEY WERE GIVEN THE OPPORTUNITY TO HAVE THIS LEASE REVIEWED BY LEGAL COUNSEL PRIOR TO SIGNING IT. NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE REAL ESTATE BROKERS, OR ANY OF THEIR AGENTS OR EMPLOYEES AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION RELATING THERETO. THE PARTIES SHALL RELY SOLELY UPON THE ADVICE OF THEIR OWN LEGAL COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

IN WITNESS HEREOF, Landlord and Tenant have executed this Agreement on the dates stated below. The Agreement is effective as of the date executed by SBCTA.

TENANT: GREYHOUND LINES, INC.	LANDLORD: SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
Ву:	By: Art Bishop Board President
Ву:	
Date:	Date:
	APPROVED AS TO FORM By: Julianna K. Tillquist General Counsel

EXHIBIT "A-1"

RULES AND REGULATIONS

GENERAL RULES

1. Tenant shall not suffer or permit the obstruction of any Common Areas.

2. Landlord reserves the right to refuse access to any persons Landlord in good faith judges to be a threat to the safety, reputation, or property of the Depot or its occupants.

3. Tenant shall not make or permit any noise or odors that annoy or interfere with other Tenants or persons having business within the Depot.

4. Tenant shall not keep animals or birds within the Depot (unless a part of approved use as per Section 9 of this Lease), and shall not bring bicycles, motorcycles, or other vehicles into areas not designated as authorized for same.

5. Tenant shall not make, suffer, or permit litter except in appropriate receptacles for that purpose. All garbage and refuse shall be placed in containers designated for refuse collection, and such items must fit entirely within the receptacles. All large boxes and other refuse shall be broken down prior to placing in the containers. The outside areas immediately adjoining the Premises shall be kept clean and free from dirt and rubbish by Tenant to the satisfaction of Landlord.

6. Tenant shall not alter any exterior lock or install new or additional locks or bolts on exterior doors without providing Landlord copies of same.

7. Tenant shall not deface the walls, partitions, or other surfaces of the premises or the Depot.

8. Tenant shall not employ any service or contractor for services or work to be performed in the Building, except as approved by Landlord.

9. Tenant shall return all keys, including duplicates, at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost.

10. No window coverings, shades, or awnings shall be installed or used by Tenant without Landlord's prior approval.

11. No Tenant, employee, or invitee shall go upon the roof of the Building without Landlord's prior approval.

12. Smoking shall be restricted to designated smoking areas, if any, and then not near doors, windows, or other entrances, exits, or openings to other units within the Depot

13. Tenant shall not install, maintain, or operate any vending machines upon the Premises without Landlord's written consent.

14. The premises shall not be used for lodging or manufacturing, except as an approved Use per Section 9 of this Lease.

15. Tenant shall comply with all safety, fire protection, and evacuation regulations established by Landlord or any applicable governmental agency.

16. Landlord reserves the right to waive any one of these rules or regulations, as to any particular Tenant, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such Tenant.

17. Tenant assumes all risks from theft or vandalism and agrees to keep its Premises locked as may be required.

18. Landlord reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary for the appropriate operation and safety of the Depot and its occupants. Tenant agrees to abide by these and such rules and regulations.

19. Signs shall conform to sign criteria established by Landlord and shall not exceed the quantity or dimensions authorized by Landlord. No signs (other than signs that strictly conform to sign criteria), placards, pictures, advertisements, names, or notices shall be inscribed, displayed, painted, or affixed on or to any part of the outside or inside of the Building or within the Common Areas of the Depot. Landlord shall have the right to remove any such non-conforming signs without notice to Tenant, at the expense of Tenant.

20. Tenant shall not disturb, solicit, or canvass any other Tenant within the Depot.

21. Tenant, its contractors, employees, and invitees shall not loiter in the Common Areas of the Depot or in any way obstruct the entrances and driveways.

22. No antenna, aerial, discs, satellite dishes, or other such device shall be erected on the roof or exterior walls of the Building without Landlord's express consent.

PARKING RULES

1. Parking areas shall be used only for parking by vehicles no longer than full size, passenger automobiles, non-commercial pick-up trucks, and sport utility vehicles ("Permitted Size Vehicles"). Vehicles other than Permitted Size Vehicles are herein referred to as "Oversized Vehicles".

2. Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, suppliers, shippers, customers, or invitees to be loaded, unloaded, or parked in areas other than those designated by Landlord for such activities.

3. Parking stickers or identification devices shall be the property of Landlord and shall be returned to Landlord by the holder thereof upon termination of the holder's parking privileges. Tenant will pay such replacement charge as is reasonably established by Landlord for the loss of such devices.

4. Landlord reserves the right to refuse the sale or issuance of identification devices to any person or entity that willfully refuses to comply with applicable rules, regulations, laws, and/or agreements.

5. Landlord reserves the right to relocate all or some parking spaces, and to reasonably allocate them between compact and standard size spaces, as long as the same complies with applicable laws, ordinances, and regulations.

6. Users of the parking area will obey all posted signs and park only in the areas designated for vehicle parking.

7. Unless otherwise instructed, every person using the parking area is required to park and lock his own vehicle. Landlord will not be responsible for any damage to vehicles, injury to persons, or loss of property, all of which risks are assumed by the party using the parking area. Overnight parking is not permitted.

8. The maintenance, washing, waxing, or cleaning of vehicles in the parking structure or Common Areas is prohibited.

9. Tenant shall be responsible for seeing that all of its employees, agents, and invitees comply with the applicable parking rules, regulations, laws, and agreements.

10. Landlord reserves the right to modify these rules and/or adopt such other reasonable and non-discriminatory rules and regulations as it may deem necessary for the proper operation of the parking area.

11. Such parking use as is herein provided is intended merely as a license only and no bailment is intended or shall be created hereby.

12. Violation of any of the parking rules or regulations may result, without notice, in the towing of any of Tenant's vehicles (or vehicles of Tenant's employees, invitees, contractors, or visitors), the cost of which (including impound fees) shall be the sole responsibility of Tenant.

EXHIBIT "A-2"

EMPLOYEE PARKING RULES AND REGULATIONS

The purpose of these rules is to provide customers with the most convenient access to the various businesses at the Depot and to designate a parking area for employees within a reasonable distance from their Premises. "Employee" means any person employed full-time or part-time in any capacity by Tenant, and for purposes of this section also includes contractors and vendors engaged by Tenant. "Visitor" means a member of the public who is not included in the definition of Employee.

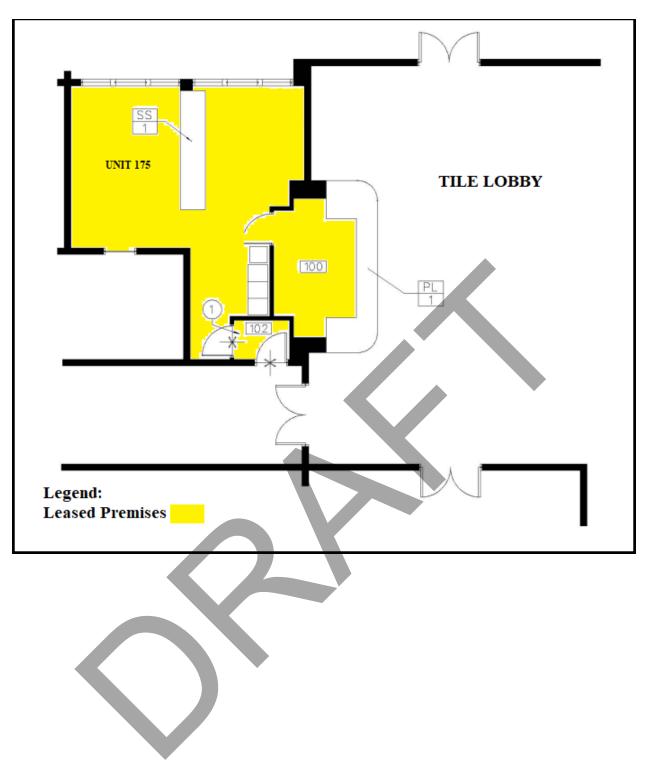
Employees shall park only in designated employee parking areas (spaces marked "Café"), and shall be prohibited from parking in any other area. Tenant shall advise its employees as to where they are allowed to park, and will ensure employees park only where allowed

I have read the foregoing, have a cor agree to all of the terms and condition	mplete understanding of its importance, and hereby ns contained therein.
Tenant:	
By:	Date

Attachment: 22-1002715 Greyhound Lease Final (8878 : Lease Agreement No. 22-1002715 with Greyhound Lines, Inc.)

EXHIBIT "B"

SITE PLAN



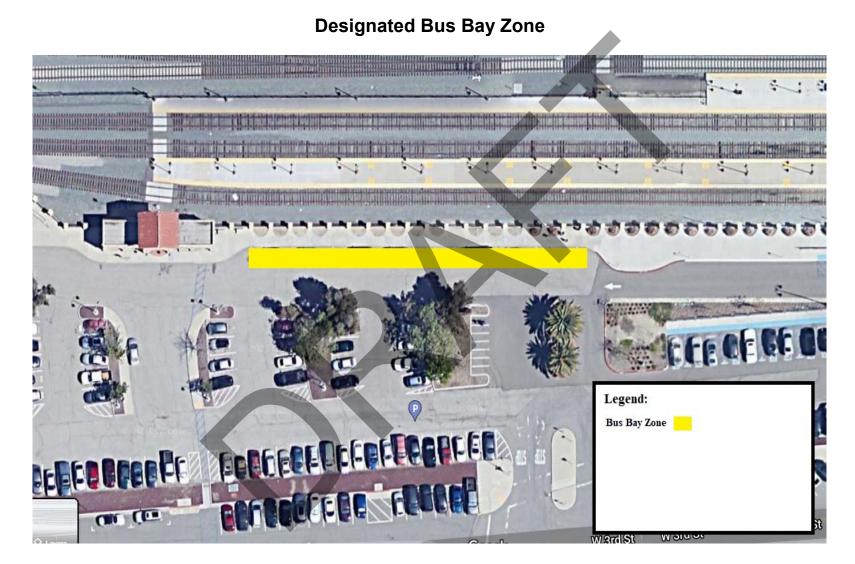


EXHIBIT "C"

Attachment: 22-1002715 Greyhound Lease Final(8878 : Lease Agreement No. 22-1002715 with Greyhound

Attachment: 22-1002715 Greyhound Lease Final (8878 : Lease Agreement No. 22-1002715 with Greyhound Lines, Inc.)

EXHIBIT "D"

Notice of Commencement of Lease

This Notice of Commencement of Lease is given this, DATE_, by San Bernardino County Transportation Authority ("Landlord"), to Greyhound Lines, Inc. ("Tenant"), both of whom agree as follows:

- 1. Landlord and Tenant have entered into a lease dated DATE (the "Lease"), in which Landlord leased to Tenant and Tenant leased from Landlord the premises described therein (the "Premises"). All capitalized terms used herein and not otherwise defined herein shall have the same meaning given to them in the Lease.
- 2. Pursuant to the Lease, Landlord and Tenant agreed to, and do hereby confirm, the following matters of the commencement of the Term:
 - a. Month Day, Year, is the Commencement Date of the Term of the Lease; and
 - b. Month Day, Year, is the Expiration Date of the Term of the Lease.
- 3. Tenant confirms that:
 - a. It has accepted possession of the Premises;
 - b. The Tenant Improvements required to be furnished by the Landlord under the Lease have been completed;
 - c. The Tenant improvements required to be furnished by the Tenant under the lease have been completed;
 - d. Landlord has fulfilled all of its duties of an inducement nature; and
 - e. No modifications have been made to the lease after it was signed by the Landlord and Tenant.
- 4. This notice of Commencement of Lease is intended only to confirm the matters herein set forth and does not otherwise modify or supplement the Lease.
- 5. Unless written objection to the provisions hereof is received by Landlord within five (5) business days from the date hereof, the provisions of this Notice of Commencement of Lease shall be binding upon Tenant, its successors and assigns (subject to the restrictions on assignment and subleasing contained in the Lease), and inure to the benefit of Landlord, and its successors and assigns.

TENANT: Greyhound Lines, Inc.	On Behalf of LANDLORD: SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
By:	By: Farhana Zabin Senior Property Manager City Commercial Management
Date:	Date:

Attachment: 22-1002715 Greyhound Lease Final(8878:Lease Agreement No. 22-1002715 with Greyhound Lines, Inc.)

EXHIBIT "E'

PREVAILING WAGE REQUIREMENTS

A. All or a portion of the Tenant Improvements in the Lease require the payment of prevailing wages and compliance with the following requirements. As used in this exhibit, the term "Contractor" shall include Tenant and Tenant's contractor and/or subcontractors and the term "Tenant Improvements" shall include the improvements made by or on behalf of Tenant pursuant to the Lease.

1. Determination of Prevailing Rates:

Pursuant to Labor Code sections 1770, et seq., the Tenant will obtain from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Tenant Improvements is to be performed. Copies of said rates are on file with the Tenant, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Tenant Improvements, and are also available online at <u>www.dir.ca.gov</u>. The wage rate for any classification not listed, but which may be required to execute the Tenant Improvements, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

2. Payment of Prevailing Rates

Each worker of the Contractor, or any subcontractor, engaged in the Tenant Improvements, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, and such worker.

3. Prevailing Rate Penalty

Should the Contractor or any subcontractor pay less than the prevailing rates, as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Tenant Improvements, the Contractor or subcontractor shall forfeit up to two hundred dollars (\$200.00) to the Landlord for each calendar day or portion thereof, for each worker paid less than the prevailing rates, as determined by the California Labor Commissioner pursuant to Labor Code section 1775. Pursuant to Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor or subcontractor.

4. Ineligible Contractors:

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at<u>https://www.dir.ca.gov/dlse/debar.html</u>. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor on a public works contract, and any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the Landlord. The Contractor shall be responsible for the payment of wages to workers as a debarred subcontractor who has been allowed to work on the Tenant Improvements.

5. Payroll Records:

a. Pursuant to California Labor Code section 1776, the Contractor and each subcontractor shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by them in connection with the Tenant Improvements. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Tenant Improvements performed by his or her employees. The payroll records shall be available for

inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
- ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the Landlord, the Division of Labor Standards Enforcement of the DIR;
- iii. A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the Landlord or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the Landlord or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractor, and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;
- iv. The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and
- v. Copies provided to the public, by the Landlord or the Division of Labor Standards Enforcement, shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor or any subcontractor performing a part of the Tenant Improvements shall not be marked or obliterated. The Contractor shall inform the Landlord of the location of payroll records, including the street address, city, and county and shall, within five (5) working days, provide a notice of a change of location and address.
- b. The Contractor shall have ten (10) days from receipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements of this section within the ten (10) day period, the Contractor shall, as a penalty to the Landlord, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the Contractor.

6. Limits on Hours of Work:

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the Contractor or by a subcontractor upon the Tenant Improvements or upon any part of the Tenant Improvements, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor 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 at not less than one and one-half $(1\frac{1}{2})$ times the basic rate of pay.

7. Penalty for Excess Hours:

The Contractor shall pay to the Landlord a penalty of twenty-five dollars (\$25.00) for each worker employed on the Tenant Improvements by the Contractor or any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1¹/₂) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

- 8. Senate Bill 854 (Chapter 28, Statutes of 2014) and Senate Bill 96 (Chapter 28, Statutes of 2017) Requirements:
 - a. Contractor shall comply with Senate Bill 854 and Senate Bill 96. The requirements include, but are not limited to, the following:
 - i. No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions

from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).

- No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.
- iii. This project is subject to compliance monitoring and enforcement by the DIR.
- iv. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
- v. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects issued on or after April 1, 2015, and for all public works projects, new or ongoing, on or after January 1, 2016.
 - 1) The certified payroll must be submitted at least monthly to the Labor Commissioner.
 - 2) The Landlord reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.
 - 3) The certified payroll records must be in a format prescribed by the Labor Commissioner.
- vi. Registration with the DIR and the submission of certified payroll records to the Labor Commissioner are not required if the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation, or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work.
- b. Labor Code section 1725.5 states the following:

"A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal,

provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

(f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

c. Labor Code section 1771.1 states the following:

"(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or

subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liability for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnity or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered

subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(I) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

d. Labor Code section 1771.4 states the following:

"a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016."

B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS

1. State Public Works Apprenticeship Requirements:

- a. The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 230.2 for all apprenticeable occupations (denoted with "#" symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor, or consultant. Included in these requirements is (1) the Contractor's requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.
- b. Any apprentices employed to perform any of the Tenant Improvements shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Tenant Improvements. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.
- 2. Compliance with <u>California Labor Code section 1777.5</u> requires all public works contractors to:
 - a. Submit Contract Award Information (DAS-140):
 - i. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.

The DAS-140 is a notification "announcement" of the Contractor's participation on a public works project—<u>it is not</u> a request for the dispatch of an apprentice.

- iii. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract or subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.
- iv. Contractors who are already approved to train apprentices (i.e. check "Box 1" on the DAS-140) shall only be required to submit the form to their approved program.
- v. Contractors who are NOT approved to train apprentices (i.e. those that check either "Box 2" or "Box 3" on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see http://www.dir.ca.gov/Databases/das/pwaddrstart.asp.
- b. Employ Registered Apprentices

ii .

 Labor Code section 1777.5 requires that a contractor performing work in an "apprenticeable" craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the Contractor's completion of work on the project. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.

8.b

- ii. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
- iii. Contractors may use the "DAS-142" form for making a request for the dispatch of an apprentice.
- iv. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.
- v. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.
- vi. Only "registered" apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).
- c. Make Training Fund Contributions
 - i. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.
 - ii. Contractors may use the "CAC-2" form for submittal of their training fund contributions.
 - iii. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.
 - iv. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.
 - v. The "training" contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

3. Exemptions to Apprenticeship Requirements:

i.

ii.

- a. The following are exempt from having to comply with California apprenticeship requirements. These types of contractors <u>do not</u> need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices:
 - When the Contractor holds a sole proprietor license ("Owner-Operator") and no workers were employed by the Contractor. In other words, the contractor performed the entire work from start to finish and worked alone. Contractors performing in non-apprenticeable crafts. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
 - iii. When the Contractor has a direct contract with the Public Agency that is under \$30,000.
 - iv. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).
 - v. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

4. Exemption from Apprenticeship Rations:

- a. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:
 - i. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
 - ii. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or
 - iii. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or

- iv. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety, or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.
- b. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

5. Contractor's Compliance:

a. The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.

Minute Action

AGENDA ITEM: 9

Date: September 7, 2022

Subject:

San Bernardino Valley Coordinated Traffic Signal System - Award of Contract No. 22-1002761 for On-Call Consultant Support and Development of Smart County Master Plan

Recommendation:

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

A. Allocate \$500,000 of Measure I Valley Traffic Management System (TMS) Program funds to partially fund development of a Smart County Master Plan.

B. Award Contract No. 22-1002761 with Iteris, Inc., for the San Bernardino Valley Coordinated Traffic Signal System On-Call Consultant Support and Development of a Smart County Master Plan in an amount not-to-exceed \$2,500,000 for a term to expire on June 30, 2027, to be funded with \$1,500,000 in Measure I Valley TMS Program funds and \$1,000,000 in an anticipated contribution from San Bernardino County.

C. Approve contingency for Contract No. 22-1002761, in the amount of \$250,000, to be released in accordance with Policy No. 11000, VIII.B.6.

Background:

Request for Proposals (RFP) No. 22-1002761 was released on March 2, 2022 to solicit consultant support services for two (2) primary activities:

- 1. Five (5) years of San Bernardino Valley Coordinated Traffic Signal System (SBVCTSS) support, and
- 2. Development of a Smart County Master Plan

San Bernardino Valley Coordinated Traffic Signal System Support

Starting in 2002, with the SBVCTSS Master Plan, San Bernardino County Transportation Authority (SBCTA), in conjunction with the Valley cities and San Bernardino County (local agencies), implemented signal coordination on major arterial corridors on a valley-wide scale with an investment of over \$15 million. Implementation of signal coordination occurred in various phases designated as Tiers 1, 2, 3 and 4, and included approximately 1,250 signalized intersections controlled by 16 separate local agencies and the California Department of Transportation (Caltrans). At system turn-on, the Tier 1-2 Project, completed in 2008, and the Tier 3-4 Project, completed in 2012, showed significant improvements in arterial travel times and reductions in vehicle stops and delays.

In July 2011, the SBCTA Board of Directors (Board) approved Memorandum of Understanding (MOU) No. C11223 between SBCTA and the local agencies, providing direction for the operation and maintenance of the SBVCTSS. After implementation by SBCTA, local agencies were responsible for the continued maintenance of the SBVCTSS as noted in the MOU, which expired on September 30, 2016.

In January 2015, an assessment of the SBVCTSS was completed and found that many of the systems were not being fully maintained. The assessment yielded results varying from 21% to 87% of the traffic signals within each jurisdiction on-line and communicating with the respective central systems, and operating as anticipated. Overall, 44% of the SBVCTSS signals were performing as anticipated. Maintenance issues included communication breaks due to failed modems, disconnected telephone lines, damaged signal interconnect conduit/cables, failed system controllers replaced with non-compatible signal controllers, weak radio signals and wireless systems that required additional configuration and integration. Many local agencies did not have the technical resources to maintain the SBVCTSS.

Due to the reduction in system benefits caused by maintenance issues, in April 2015, during Transportation Technical Advisory Committee (TTAC) and City/County Manager's Technical Advisory Committee (CCMTAC) meetings and discussions, a survey was presented to the local agencies providing ongoing maintenance and operations options. The goal was to develop a strategy that could be further developed into guidelines and be recommended for adoption by the Board. Based on these discussions, a five-year plan was developed for maintaining the system so as to continue to provide benefits to the traveling public. In September 2015, this plan was presented and adopted by the Board, and staff were directed to proceed with the implementation of the five-year plan. The components of the plan included updating coordinated timings, on-going maintenance of signal coordination equipment and timing, and assessment of systems and on-call system support services.

After the September 2015 meeting, staff determined it would be beneficial to divide the SBVCTSS program into sub-regions and develop Master Plans for each that would produce signal timing parameters specific to each sub-region, while also providing uniformity across the entire system. This aspect of work was discussed and approved by an Ad Hoc Committee comprised of TTAC members.

To implement the recommended Master Plan, SBCTA entered into Cooperative Agreements with 15 of the 16 San Bernardino Valley jurisdictions, with the City of Redlands opting out of the program. In addition, in January 2017, the Board approved Contract No. 16-1001515 with Iteris, Inc. (Iteris) for preparation of updated Coordination Timing Plans (CTP), providing semi-annual assessments and providing On-Call System Support services on the SBVCTSS for a total not-to-exceed amount of \$3,462,421.72, including contingency.

Iteris performed six (6) semi-annual assessments demonstrating that only 40-50% of the signals were online and running CTP. The primary reasons that intersections in the system were not online and running CTP included communication device failures, such as failed modems, disconnected phone lines, damaged interconnect, weak radio signals, incorrect equipment configurations or lack of maintenance due to availability of staff resources or lack of technical knowledge. When these results were presented to the Metro Valley Study Session (MVSS) in June 2019, the study session directed staff to re-evaluate the Signal Synchronization Program (SSP) and present options to MVSS for continued direction of the program.

While various options exist for the SSP, the key is to ensure a consistent funding source exists for program implementation. The benefits to a regional system are well documented, and when initially implemented, the benefits of the tiered implementation were readily apparent and well

San Bernardino County Transportation Authority

documented in the final implementation reports. In order to ensure optimal efficiency of the existing and future system, maintenance is critical, particularly if state-of-the-practice technology and equipment has not been deployed during implementation. Reliance upon cities to maintain the system within their jurisdiction has been met with mixed results due to staff resource availability and lack of technical knowledge. Therefore, a future SSP must consider maintenance to develop a strategy to ensure the system is maintained properly.

In July 2021, the Board approved continued support of the SBVCTSS for up to \$250,000 annually for five (5) years, for a total not-to-exceed amount of \$1.25 million in Measure I Valley Traffic Management System (TMS) funds to assist local jurisdictions in maintaining the existing benefits that the current system provides.

Smart County Master Plan

The Emerging Technology Ad Hoc Committee, consisting of appointed SBCTA Board members, is interested in the deployment of what are traditionally known as "Smart City" technologies, but in this case being thought about at a countywide scale, to provide benefits, consistency, and potential economies of scale across all San Bernardino County jurisdictions. This will include the 24 cities and San Bernardino County.

An initial step in the deployment of technology to facilitate smart county initiatives is the development of a Smart County Master Plan. The Master Plan would define and evaluate a broad spectrum of technology components/initiatives, educate local decision-makers on Smart City/County components and system benefits, as well as identify the planning, development and implementation tasks necessary for a Smart County strategy. The Master Plan will be used as a roadmap for implementation in a phased approach as funding becomes available to support the Smart County initiative. It would also establish the framework for securing discretionary funding from State and Federal programs to support implementation. Two primary deliverables are envisioned in the development of the Master Plan:

- Smart County Early Action Plan
- Smart County Master Plan

Participation in development of the Master Plan and any subsequent initiatives would be voluntary, but should be of substantial interest and value to local jurisdictions going forward.

The cost of development of the Smart County Master Plan is \$1.25 million. Staff is anticipating \$1 million in funding for this Project from San Bernardino County and recommends allocation of \$500,000 in Measure I Valley TMS funds for the balance of the estimated cost and the recommended contingency. The Notice to Proceed for this task (Notice to Proceed 2) will not be issued to the consultant until the funding from San Bernardino County has been secured or an alternate source of funds identified. As requested by the Metro Valley Study Session at its June 9, 2022 meeting, Notice to Proceed 3, which would be for a reduced scope if a San Bernardino County funding commitment is not secured, will not be released until reviewed and approved by the Committees and Board of Directors.

Board of Directors Agenda Item September 7, 2022 Page 4

Conclusion: RFP No. 22-1002761 was released on March 2, 2022, and was sent electronically to approximately 1,338 consultants registered on PlanetBids. The solicitation was downloaded by 53 firms. The solicitation was issued in accordance with current SBCTA policies and procedures for professional services. A pre-proposal meeting was held on March 16, 2022, and was attended by eight (8) firms. Addendum No. 1 was issued on March 22, 2022, responding to questions, providing attendees list, and a PowerPoint presentation presented at the pre-proposal meeting.

Three (3) proposals were received by the date and time specified in the RFP. A responsiveness review was conducted by the Procurement Professional and found all firms responsive. The Evaluation Committee considered all three (3) proposals qualified to perform the work specified in the RFP. The highest-ranked firm, Iteris, Inc., was selected by the Evaluation Committee for the following reasons: the firm was able to clearly demonstrate a thorough understanding of the scope of work, proposed an overall solid team with high qualifications, and a good work plan.

As a result of the Evaluation Committee's scoring, staff recommends that Contract No. 22-1002761 be awarded to Iteris, Inc., for a not-to-exceed amount of \$2.5 million, which includes \$1.25 million for continued support of the SBVCTSS and \$1.25 million for the Smart County Master Plan.

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget under Task No. 0860 Arterial Projects, Sub-Task No. 0701 Valley Signal Coordination.

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. As requested by the Metro Valley Study Session, Notice to Proceed 3, which would be for a reduced scope for the development of a Smart County Master Plan if a San Bernardino County funding commitment is not secured, will not be released until reviewed and approved by the Board of Directors. This notation was added to the item background section following discussion at the June 9, 2022 Metro Valley Study Session. This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on August 12, 2022. SBCTA General Counsel, Risk Manager and Procurement Manager have reviewed this item and the draft contract.

Responsible Staff:

Timothy Byrne, Director of Toll Operations

Approved Board of Directors Date: September 7, 2022

Witnessed By:

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			Gei	neral Conti	ract Informa	ation			
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Contract Class:	Paya	ble	Dep	artment:	ł	Project De	elivery		
Vendor No.:	01105	Vend	lor Name: <u>It</u>	eris, Inc.					
Description:	SBVCTSS - (- Dn-Call Cons	ultant Suppo	ort and Dev	velopment o	f Smart Co	ounty Master Plan		
List Any Related Co	ontract Nos.:								
-				Dollar	Amount				
Original Contract		\$	2,5	500,000.00	Original Co	ontingenc	y	\$	250,000.0
Prior Amendments	5				Prior Ame	ndments		\$	-
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Total/Revised Con	tract Value	\$			Total Cont			\$	250,000.0
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Attachment: 22-1002761(8720:SBVCTSS - Award Contract No. 22-1002761)

CONTRACT No. 22-1002761

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

ITERIS, INC.

FOR

SAN BERNARDINO VALLEY COORDINATED TRAFFIC SIGNAL SYSTEM (SBVCTSS) SUPPORT AND DEVELOPMENT OF A SMART COUNTY MASTER PLAN

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 <u>Iteris, Inc.</u> ("CONSULTANT"), whose address is: 1700 Carnegie Avenue, Suite 100 Santa Ana, California 92705. SBCTA and CONSULTANT are each a "Party" and collectively the "Parties".

RECITALS:

WHEREAS, SBCTA requires Work as described in Exhibit A of this Contract; and

WHEREAS, CONSULTANT has confirmed that CONSULTANT has the requisite professional qualifications, personnel and experience and is fully capable and qualified to perform the 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:

9.b

ARTICLE 1. INTRODUCTION

- 1.1 The work to be performed under this Contract is described in Exhibit A, entitled "Scope of Work", and the CONSULTANT's Approved Cost Proposal dated May 12, 2022 (Exhibit B). If there is any conflict between the Approved Cost Proposal and the Contract Articles, the Contract Articles take precedence.
- 1.2 Intentionally Omitted.
- 1.3 CONSULTANT and the agents and employees of CONSULTANT, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of SBCTA.
- 1.4 Without the written consent of SBCTA, this Contract is not assignable by CONSULTANT, either in whole or in part.
- 1.5 No alteration or variations of the terms of this Contract shall be valid unless made in writing and signed by the Parties hereto; and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- 1.6 The consideration to be paid to CONSULTANT as provided herein shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
- 1.7 The Project Manager for this Contract is Heng Chow, or such other designee as shall be designated in written notice to CONSULTANT from time to time by the Department Director of SBCTA or his or her designee. The Project Manager shall have authority to act on behalf of SBCTA in administering this Contract, including giving notices (including without limitation, notices of default and/or termination), technical directions and approvals, demanding performance and accepting work performed, but is not authorized to receive or issue payments or execute amendments to the Contract itself.

ARTICLE 2. PROJECT DESCRIPTION/SCOPE OF WORK

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

Parties understand that the Work contemplated in Task II is conditioned upon certain funding contribution. CONSULTANT expressly understands that no Work shall be performed in Task II and CONSULTANT shall not be entitled to any payment for Task II unless and until SBCTA notifies CONSULTANT in writing of receipt of funding contribution and issues a written Notice to Proceed 2 (NTP2) for Task II. If funding contribution is not received, SBCTA may, but is not obligated to, issue an Alternate Notice to Proceed 2 (Alt NTP2) for rescoping activities as defined in the Scope of Work.

9.b

SBCTA may, but is not obligated to, issue a Notice to Proceed 3 (NTP3) upon the completion of Work authorized by Alt NTP2. The parties agree to negotiate in good faith in effort to reach an agreement on a revised Scope of Work, schedule and cost.

ARTICLE 3. CONSULTANT'S REPORTS OR MEETINGS

- 3.1 CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for SBCTA to determine if CONSULTANT is performing to expectations and is on schedule, to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- 3.2 CONSULTANT's Project Manager shall meet with SBCTA, as needed, to discuss progress on the Contract.

ARTICLE 4. PERFORMANCE PERIOD

- 4.1 Contingent upon approval by SBCTA's Awarding Authority in accordance with Article 54, below. CONSULTANT shall commence work after written notification to proceed by SBCTA's Procurement Analyst. The Contract shall end on June 30, 2027.
- 4.2 CONSULTANT is advised that any recommendation for contract award is not binding on SBCTA until the Contract is fully executed and approved by SBCTA's Awarding Authority.

ARTICLE 5. ALLOWABLE COSTS AND PAYMENTS

- 5.1 Total compensation to CONSULTANT for full and complete performance of the Work in compliance with all the terms and conditions of this Contract shall be on a Specified Rates of Compensation basis for all obligations incurred in, or application to, Consultant's performance of Work and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and services (except as may be explicitly set forth in this Contract as furnished by SBCTA), and shall not exceed \$2,500,000.00 unless authorized by a contract amendment.
- 5.2 CONSULTANT shall be paid at an agreed and supported specific fixed hourly, daily, weekly or monthly rate, for each class of employee engaged directly in the Work. Such rates of pay include the CONSULTANT's estimated costs and net fee (profit). The specific rates of compensation, except for an individual acting as a sole proprietor, are to include an hourly breakdown, direct salary costs, fringe benefits, indirect costs, and net fee as set forth in Exhibit B.

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 total benefits for the private industry economic sector, not to be seasonally adjusted, but will include a 12-month percent change. Escalation shall commence as of July 2023, and shall be applied each July 1st for the term of the Contract.

5.3 Specific tasks have been assigned to CONSULTANT as identified in the attached Scope of Work.

- 5.4 In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than specific rates of compensation identified in Exhibit B.
- 5.5 Reimbursement for transportation and subsistence costs shall not exceed the rates specified in Exhibit B. Any travel expenses must be preapproved in writing by SBCTA and shall be reimbursed per diem at a rate not to exceed the currently authorized rates for state employees under the State Department of Personnel Administration rules. SBCTA will not reimburse CONSULTANT for any expenses not identified in Exhibit B or agreed to and approved by SBCTA as required under this Contract.
- 5.6 When milestone cost estimates are included in Exhibit B, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from SBCTA's Project Manager before exceeding such cost estimate.
- 5.7 Progress payments will be made monthly in arrears based on services provided and allowable costs incurred. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Scope of Work, SBCTA shall have the right to delay payment or terminate this Contract in accordance with the Termination provisions of this Contract.
- 5.8 CONSULTANT shall not commence performance of Work until this Contract has been approved by SBCTA's Awarding Body, and a NTP has been issued by SBCTA's Procurement Analyst. No payment will be made prior to approval of any Work, nor for any Work performed prior to approval of this Contract.
- 5.9 CONSULTANT will be reimbursed as promptly as fiscal procedures will permit upon receipt by SBCTA of an itemized invoice. Invoices shall be submitted no later than 45 calendar days after the performance of Work for which CONSULTANT is billing. Invoices shall follow the format stipulated by SBCTA and shall reference this contract number. Each invoice shall detail the Work performed on each milestone and each project as applicable. Credits due SBCTA that include any equipment purchased under this Contract must be reimbursed by CONSULTANT prior to the expiration or termination of this Contract. Invoices shall follow the format stipulated by SBCTA and shall reference this Contract number and Project title. Invoices should be e-mailed to SBCTA at the following address:

ap@gosbcta.com

For large files over 30 megabytes, invoices can be submitted using this link: <u>https://sanbag-lfweb.sanbag.ca.gov/Forms/Invoice-submission</u>

- 5.10 CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCTA, that CONSULTANT has fully performed the Work invoiced pursuant to this Contract for the period covered, that all information included with the invoice is true and correct and that all payments to and claims of CONSULTANT and its subconsultants for Work performed during the period will be satisfied upon making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.
- 5.11 All subcontracts in excess of \$25,000 shall contain the provisions of this Article.

Attachment: 22-1002761 (8720 : SBVCTSS - Award Contract No. 22-1002761)

ARTICLE 6. TERMINATION

- 6.1 <u>Termination for Convenience</u> SBCTA's Executive Director shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of Work and shall preserve Work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.
 - 6.1.1 CONSULTANT shall deliver to SBCTA all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.
 - 6.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
 - 6.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.
- 6.2 <u>Termination for Cause</u>
 - In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a 6.2.1 general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed against CONSULTANT or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its subconsultants related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the products and finished Work by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT of the same or any other provision, nor be deemed to waive, amend, or modify this Contract.
 - 6.2.2 CONSULTANT shall deliver to SBCTA all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA within ten (10) working days of said notice.

- 6.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONSULTANT be entitled to any payment for prospective profits or any damages because of such termination.
 - 6.3.1 All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE 7. FUNDING REQUIREMENTS

- 7.1 It is mutually understood between the Parties that this Contract may have been written before ascertaining the availability of funds or appropriation of funds for the mutual benefit of both Parties, in order to avoid program or fiscal delays that would occur if the Contract were executed after that determination was made.
- 7.2 This Contract is valid and enforceable only if sufficient funds are made available to SBCTA for the purpose of this Contract. In addition, this Contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by Congress, State Legislature, or SBCTA governing board that may affect the provisions, terms, or funding of this Contract in any manner.
- 7.3 It is mutually agreed that if sufficient funds are not appropriated, this Contract may be amended to reflect any reduction in funds.
- 7.4 SBCTA has the option to void the Contract under the 30-day cancellation clause, or by mutual agreement to amend the Contract to reflect any reduction of funds.

ARTICLE 8. CHANGE IN TERMS

- 8.1 This Contract may be amended or modified only by mutual written agreement of the Parties.
- 8.2 CONSULTANT shall only commence Work covered by an amendment after the amendment is executed and the NTP has been provided by SBCTA's Procurement Analyst.
- 8.3 There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved cost proposal, which is part of this Contract without prior written approval of SBCTA.

ARTICLE 9. DISADVANTAGED BUSINESS ENTERPRISE

INTENTIONALLY OMITTED

ARTICLE 10. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- 10.1 CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq. shall be used to determine the cost allowability of individual items.
- 10.2 CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

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

ARTICLE 11. CONTINGENT FEE

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

ARTICLE 12. RETENTION OF RECORDS/AUDIT

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

ARTICLE 13. DISPUTES

- 13.1 Any dispute, other than audit, concerning a question of fact arising under this Contract that is not disposed of by agreement shall be decided by a committee consisting of SBCTA's Procurement Manager and SBCTA's Executive Director, who may consider written or verbal information submitted by CONSULTANT.
- 13.2 Not later than 30 days after completion of all Work under the Contract, CONSULTANT may request review by SBCTA's Executive Director of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- 13.3 Neither the pendency of a dispute nor its consideration by SBCTA's Executive Director, will excuse CONSULTANT from full and timely performance in accordance with the terms of this Contract.

ARTICLE 14. AUDIT REVIEW PROCEDURES

- 14.1 Any dispute concerning a question of fact arising under an interim or post audit of this Contract that is not disposed of by agreement shall be reviewed by SBCTA's Chief Financial Officer.
- 14.2 Not later than 30 days after issuance of final audit report, CONSULTANT may request a review by SBCTA's Chief Financial Officer of unresolved audit issues. The request for review must be submitted in writing.
- 14.3 Neither the pendency of a dispute nor its consideration by SBCTA will excuse CONSULTANT from full and timely performance in accordance with the terms of this Contract.

ARTICLE 15. SUBCONTRACTING

- 15.1 Nothing contained in this Contract or otherwise shall create any contractual relation between SBCTA and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be fully responsible to SBCTA for the acts and omissions of its subconsultant(s) and of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is independent of SBCTA's obligation to make payments to the CONSULTANT.
- 15.2 CONSULTANT shall perform the Work contemplated with resources available within its own organization, and no portion of the Work pertinent to this Contract shall be subcontracted without prior written authorization by SBCTA, except that which is expressly identified in the approved Cost Proposal.
- 15.3 CONSULTANT shall pay its subconsultant(s) within ten (10) calendar days from receipt of each payment made to CONSULTANT by SBCTA.
- 15.4 Any subcontract in excess of \$25,000 entered into as a result of this Contract shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.
- 15.5 Any substitution of subconsultants must be approved in writing by SBCTA prior to the start of Work by the subconsultant.

ARTICLE 16. EQUIPMENT PURCHASE

- 16.1. Prior authorization in writing by SBCTA shall be required before CONSULTANT enters into any unbudgeted purchase order or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- 16.2. When seeking SBCTA's prior written authorization for purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000, CONSULTANT must submit three competitive quotations with the request, or the absence of bidding must be adequately justified.
- 16.3. Any equipment purchased as a result of this Contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable

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property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, SBCTA shall receive a proper refund or credit at the conclusion of the Contract, or if the Contract is terminated, CONSULTANT may either keep the equipment and credit SBCTA in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established SBCTA procedures, and credit SBCTA in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to SBCTA and CONSULTANT. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by SBCTA."

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

ARTICLE 17. INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit SBCTA and the State, to review and inspect the project activities and files at all reasonable times during the performance period of this Contract including review and inspection on a daily basis.

ARTICLE 18. SAFETY

- 18.1 CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by SBCTA or other SBCTA representative. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- 18.2 Pursuant to the authority contained in Section 591 of the Vehicle Code, SBCTA has determined that such areas are within the limits of the Project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- 18.3 Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.

ARTICLE 19. INSURANCE

- 19.1 Prior to commencing the Work, subject to the provisions of Article 19.2 "General Provisions", and at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT and all sub-consultants of every tier performing any Work under this contract shall, at CONSULTANT's and sub-consultant's sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:
 - 19.1.1 <u>Professional Liability.</u> The policies must include the following:
 - A limit of liability not less than \$1,000,000 per claim

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- An annual aggregate limit of not less than \$1,000,000
- Coverage shall be appropriate for the CONSULTANT'S profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT'S professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.
- If Coverage is on a claims made basis:
 - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.
 - CONSULTANT shall secure and maintain "tail" coverage for a minimum of three (3) years after Contract completion.
- 19.1.2 <u>Worker's Compensation/Employer's Liability</u>. The policies must include the following:
 - Coverage A. Statutory Benefits
 - Coverage B. Employer's Liability
 - Bodily Injury by accident \$1,000,000 per accident
 - Bodily Injury by disease \$1,000,000 policy limit/\$1,000,000 each employee

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

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

- \$1,000,000 per occurrence limit for personal injury and advertising injury
- \$1,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage,
- If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

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

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

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

19.1.4 <u>Umbrella/Excess CGL</u>. The policy must include the following:

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

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

19.1.5 <u>Commercial Auto.</u> The policy must include the following:

• A total limit of liability of not less than **\$1,000,000** each accident. This total limits of liability may be met by combining the limits of the primary auto policy with an

umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.

- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
- Combined Bodily Injury and Property Damage Liability insurance The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.
- 19.1.6 Pollution Liability Intentionally Omitted
- 19.1.7 <u>Cyber Liability Technology Errors and Omissions Insurance</u> appropriate to the Consultant's profession and work hereunder, with limits not less than \$1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
 - The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA in the care, custody, or control of the CONSULTANT. If not covered under the CONSULTANT's liability policy, such "property" coverage of SBCTA may be endorsed onto the CONSULTANT's Cyber Liability Policy as covered property.
- 19.1.8 <u>Railroad Protective Liability</u> Intentionally Omitted
- 19.2 General Provisions
 - 19.2.1 <u>Qualifications of Insurance Carriers</u> 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.
 - 19.2.2 <u>No Representations or Warranties</u> SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONSULTANT against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.
 - 19.2.3 <u>Additional Insured Coverage.</u> 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, agents and volunteers, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability but shall allow coverage for SBCTA to the full extent provided by the policy.

- 19.2.4 <u>Proof of Coverage.</u> Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.
- 19.2.5 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self- insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-contractor to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. Without SBCTA's Risk Manager's expressed written approval no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The CONSULTANT's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any CONSULTANT 's deductible or SIR.
- 19.2.6 <u>CONSULTANT's and Subconsultants' Insurance will be Primary.</u> 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 noncontributory. Further, none of CONSULTANT's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.

- 19.2.7 <u>Waiver of Subrogation Rights.</u> 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 subsubconsultant performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.
- 19.2.8 <u>Cancellation.</u> 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.
- 19.2.9 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

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- 19.2.10 <u>No Waiver</u>. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 19.2.11 Non-Limitation of Insurance Requirements The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the CONSULTANT's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the CONSULTANT shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the CONSULTANT is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the CONSULTANT arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Sub-contractor. The CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.
- 19.2.12 <u>Review of Coverage</u> 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.
- 19.2.13 <u>Subconsultant Insurance</u>. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultants to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.
- 19.2.14 <u>Higher limits</u>. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by

CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.

- 19.2.15 <u>Special Risks or Circumstances</u>. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- 19.2.16 <u>Project Specific Insurance</u> 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 20. INDEMNITY

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

CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by SBCTA) SBCTA and its officers, employees, agents and volunteers from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of the design professional to the maximum extent permitted by Civil Code Section 2872.8.

20.2 For all other Work and obligations under this Contract, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, and its officers, employees, agents and volunteers ("Indemnitees") from any and all claims, actions, losses, damages and/or liability (Claims) arising out of or related to any act or omission of CONSULTANT or any of its officers, employees, agents, subconsultants or volunteers, and for any costs or expenses incurred by 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 21. OWNERSHIP OF DATA

- 21.1 Upon completion of all Work under this Contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this Contract will automatically be vested in SBCTA, and no further agreement will be necessary to transfer ownership to SBCTA. CONSULTANT shall furnish SBCTA all necessary copies as needed to complete the review and approval process.
- 21.2 It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this Contract has been entered into.

- 21.3 CONSULTANT is not liable for claims, liabilities, or losses arising out of or connected with the modification or misuse by SBCTA of the machine-readable information and date provided by CONSULTANT under this Contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of or connected with any use by SBCTA of the project documentation for other projects or additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- 21.4 Applicable patent rights provisions regarding rights to inventions shall be included in the Contract as appropriate (48 CFR 27, subpart 27.3).
- 21.5 SBCTA may permit copyrighting reports or other agreement products. If copyrights are permitted, the Contract shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.
- 21.6 Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.

ARTICLE 22. CLAIMS FILED BY SBCTA'S CONSTRUCTION CONTRACTOR

- 22.1 If claims are filed by SBCTA's construction contractor relating to Work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims, CONSULTANT agrees to make its personnel available for consultation with SBCTA and legal staff, and for testimony, if necessary, at depositions, administrative proceedings, trial or arbitration proceedings.
- 22.2 CONSULTANT's personnel that SBCTA considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from SBCTA. Consultation or testimony will be reimbursed at the same rates, including travel costs, that are being paid for the CONSULTANT's personnel services under this Contract.
- 22.3 Services of the CONSULTANT's personnel in connection with SBCTA's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Contract in order to resolve the construction claims.
- 22.4 Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.

ARTICLE 23. CONFIDENTIALITY OF DATA

- 23.1 All financial, statistical, personal, technical, or other data and information relative to SBCTA's operations which are designated confidential by SBCTA and made available to CONSULTANT in order to carry out this Contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- 23.2 Neither permission to disclose information on one occasion, nor public hearing held by SBCTA relating to the Contract shall authorize CONSULTANT to further disclose such information or disseminate the same on any other occasion.
- 23.3 CONSULTANT shall not comment publicly to the press or any other media, including social

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media, regarding the Contract or SBCTA's actions on the same, except to SBCTA's staff, CONSULTANT's own personnel involved in the performance of this Contract, at public hearings, or in response to questions from a SBCTA Board Committee or other public meeting approved by SBCTA.

- 23.4 CONSULTANT shall not issue any news release or public relations item of any nature whatsoever regarding Work performed or to be performed under this Contract without first obtaining SBCTA's review and written permission.
- 23.5 Any SBCTA communications or materials to which CONSULTANT or its subconsultants or agents have access and materials prepared by CONSULTANT under the terms of this Contract shall be held in confidence by CONSULTANT, who shall exercise reasonable precautions to prevent the disclosure of confidential information to anyone except as expressly authorized by SBCTA. Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine, and shall be confidential. CONSULTANT shall not release any reports, information or promotional material or allow for the use of any photos related to this Contract for any purpose without prior written approval of SBCTA.
- 23.6 Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- 23.7 CONSULTANT, its employees, agents and subconsultants shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information ("PII") and/or Sensitive Security Information ("SSI") will be required to execute a Confidentiality Agreement.
- 23.8 All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than SBCTA.

ARTICLE 24. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE 25. EVALUATION OF CONSULTANT

CONSULTANT's performance may be evaluated by SBCTA. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation and any comments submitted shall be retained as part of the Contract file. This information may be used when evaluating the firm on future proposal submittals.

ARTICLE 26. RETENTION OF FUNDS

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

26.2 No retainage will be withheld by SBCTA from progress payments due the CONSULTANT. Retainage by the CONSULTANT or subconsultants is prohibited, and no retainage will be held by CONSULTANT from progress payments due subconsultants. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE CONSULTANTS and subconsultants.

ARTICLE 27. RESPONSIBILITY OF CONSULTANT

- 27.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and the assurance of compliance with all applicable federal, State, and local laws and regulations, and other Work furnished by the CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for design or other standards for Work performance stipulated in the Contract.
- In addition to any other requirements of this Contract or duties and obligations imposed on 27.2 CONSULTANT by law, CONSULTANT shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the Project and the Work performed by CONSULTANT within the areas of CONSULTANT's expertise. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impact on adjacent properties, public safety, and environmental considerations. At any time during performance of the Scope of Work, should CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties, which could pose potential risk to SBCTA or the Project. CONSULTANT shall immediately document such matters and notify SBCTA in writing. CONSULTANT shall also similarly notify SBCTA as to the possibility of any natural catastrophe, potential failure, or any situation that exceeds environmental, design, and/or construction assumptions and could precipitate a failure of any structure or other part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which enables SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.
- 27.3 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.
- 27.4 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.
- 27.5 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

27.6 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.

ARTICLE 28. TECHNICAL DIRECTION

- 28.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager, who will be identified in writing to CONSULTANT upon issuance of the NTP and/or subsequently by written notice during the Contract. The term "Technical Direction" is defined to include, without limitation:
 - 28.1.1 Directions to CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Work.
 - 28.1.2 Provision of written information to CONSULTANT which assists in the interpretation of drawings, reports, or technical portions of the Scope of Work described herein.
 - 28.1.3 Review and, where required by the Contract, approval of technical reports, drawings, specifications and technical information to be delivered by CONSULTANT to SBCTA under the Contract.
 - 28.1.4 SBCTA may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications as defined herein are limited to: substitutions of personnel identified in this Contract, including Key Personnel and project personnel and subconsultants; modifications to hourly rates, classifications, and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All administrative modifications shall be documented in writing between the Parties.
- 28.2 Technical Direction must be within the Scope of Work under this Contract. SBCTA's Project Manager does not have the authority to, and may not, issue any Technical Direction which:
 - 28.2.1 Increases or decreases the Scope of Work;
 - 28.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;
 - 28.2.3 In any manner causes an increase or decrease in the Contract price as identified in this Contract, or the time required for Contract performance unless expressly authorized by SBCTA policy;
 - 28.2.4 Changes any of the expressed terms, conditions or specifications of the Contract, unless identified herein;
 - 28.2.5 Interferes with the CONSULTANT's right to perform the terms and conditions of the Contract; or
 - 28.2.6 Approves any demand or claim for additional payment.

- 28.3 Failure of CONSULTANT and 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.
- 28.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.
- 28.5 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 27.2.1 through 27.2.6, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from the CONSULTANT, SBCTA shall:
 - 28.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of the CONSULTANT's letter that the Technical Direction is or is not within the scope of this Contract.
 - 28.5.2 Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

ARTICLE 29. KEY PERSONNEL

The personnel specified below are considered to be essential to the Work being performed under this Contract. Prior to diverting any of the specified individuals to other projects or reallocating any tasks or hours of Work that are the responsibility of key personnel to other personnel, CONSULTANT shall notify SBCTA in writing in advance and shall submit justifications (including proposed substitutions, resumes and payroll information to support any changes to the labor rate) in sufficient detail to permit evaluation of the impact on the Project. Diversion or reallocation of key personnel shall not be made without prior written consent of SBCTA. 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
Bernard Li	Project Manager
Gabriel Murillo	Principal in Charge
Tom Petrosino	Task II-Stakeholder Coordination
Braulio Ramirez	Task I- Design/Procure/Implement/Manager
Jason Xu	Task I-Signal Timing & Coordination
Omid Modaghegh	Task I-Communication & Optional Task 1
Katherine Zehnder	Smart County Master Plan Lead
Rich Shinn	Technology Lead
Alex Kavanaugh	Architecture Lead
Monica Castellanos	Operations Lead
Ayra Rohani	Smart County Master Plan Senior Advisor

ARTICLE 30. REPRESENTATIONS

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

ARTICLE 31. TAXES, DUTIES AND FEES

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

ARTICLE 32. PERMITS AND LICENSES

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

ARTICLE 33. STATEMENT OF COMPLIANCE

- 33.1 CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and 2 California Code of Regulations Section 8103.
- During the performance of this Contract, CONSULTANT and its subconsultants shall not 33.2 unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation or military or veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code§12900 et seq.) and the applicable regulations promulgated there under (2 California Code of Regulations §§ 7286.0 et seq.). CONSULTANT and subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.33.3 The contractor and all subcontractors shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, the contractor and all subcontractors will ensure their services are consistent with and comply with obligations and procedures outlined in SBCTA's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.

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ARTICLE 34. STATE PREVAILING WAGE RATES

- 34.1 CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code Section 1770, and all Federal, State, and local laws and ordinances applicable to the Work.
- 34.2 Any subcontract entered into as a result of this Contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.
- 34.3 When prevailing wages apply to services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

ARTICLE 35. CONFLICT OF INTEREST

- 35.1 CONSULTANT shall disclose any financial, business, or other relationship with SBCTA that may have an impact upon the outcome of this Contract, or any ensuing SBCTA construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Contract, or any ensuing SBCTA construction project, which will follow.
- 35.2 CONSULTANT hereby certifies that it does not now have, nor shall it acquire, any financial or business interest that would conflict with the performance of services under this Contract. CONSULTANT agrees that it presently has no interest, financial or otherwise, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Work required under this Contract or be contrary to the interests of SBCTA as to the Project. CONSULTANT further agrees that in the performance of this Contract no person having any such interest shall be employed. CONSULTANT is obligated to fully disclose to SBCTA, in writing, any conflict of interest issues as soon as they are known to CONSULTANT. CONSULTANT agrees that CONSULTANT's staff designated by SBCTA's Executive Director as "Consultants" under the Political Reform Act shall timely file Statements of Economic Interest with the SBCTA Clerk of the Board.
- 35.3 Any subcontract in excess of \$25,000 entered into as a result of this Contract shall contain all of the provisions of this Article.
- 35.4 CONSULTANT hereby certifies that neither CONSULTANT, 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 subject to the control of the same persons through joint ownership or otherwise.
- 35.5 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.

ARTICLE 36. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

ARTICLE 37. NOTIFICATION

All notices hereunder and communications regarding the interpretation of the terms of this Contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

To CONSULTANT	To SBCTA
1700 Carnegie Avenue, Suite 100	1170 W. 3 rd Street, 2 nd Floor
Santa Ana, CA 92705	San Bernardino, CA 92410-1715
Attn:Steven Bradley	Attn: Heng Chow
	cc: Procurement Manager
Phone:(949)270-9647	Phone: (909) 884-8276

ARTICLE 38. STOP WORK ORDER

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

ARTICLE 39. CLAIMS

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

ARTICLE 40. ERRORS AND OMISSIONS

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

ARTICLE 41. WARRANTY

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

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

ARTICLE 42. INDEPENDENT CONTRACTOR

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

ARTICLE 43. ATTORNEY'S FEES

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

ARTICLE 44. GOVERNING LAW AND VENUE

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

ARTICLE 45. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 46. PRECEDENCE

- 46.1 The Contract consists of the Contract Articles, Exhibit A "Scope of Work", and Exhibit B "Approved Cost Proposal", SBCTA's Request For Proposal and CONSULTANT's proposal, all of which are incorporated into this Contract by this reference.
- 46.2 The following order of precedence shall apply: first, the Contract Articles; second, Exhibits A and B; third, SBCTA's Request For Proposal; and last, CONSULTANT's Proposal. In the event of a conflict between the Contract Articles and the Scope of Work, the Contract Articles will prevail.
- 46.3 In the event of an express conflict between the documents listed in this Article, or between any other documents, which are a part of the Contract, CONSULTANT shall notify SBCTA

in writing within three (3) business days of its discovery of the conflict and shall comply with SBCTA's resolution of the conflict.

ARTICLE 47. GRATUITIES

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

ARTICLE 48. REVIEW AND ACCEPTANCE

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

ARTICLE 49. DRUG FREE WORKPLACE

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

ARTICLE 50. FORCE MAJEURE

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

ARTICLE 51. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

ARTICLE 52. ENTIRE DOCUMENT

- 52.1 This Contract constitutes the sole and only agreement governing the Work and supersedes any prior or contemporaneous understandings, written or oral, between the Parties respecting the Project. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been expressly incorporated into this Contract.
- 52.2 No agent, official, employee or representative of SBCTA has any authority to bind SBCTA to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.

52.3 Both Parties have been represented or had the full opportunity to be represented by legal counsel of their own choosing in the negotiation and preparation of this Contract. Therefore, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either Party.

ARTICLE 53. CONTRACT

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

ARTICLE 54. EFFECTIVE DATE

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

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

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

ITERIS, INC. A DELAWARE CORPORATION

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Joe Bergera Chief Executive Officer	By: Art Bishop President, Board of Directors
	Date:
	APPROVED AS TO FORM
Douglas Groves	
Chief Financial officer	
	By:
	Juanda L. Daniel Assistant General Counsel
	Date:
	Duit.
	CONCURRENCE
	By:
	Shaneka Morris
	Procurement Manager
	Date:

EXHIBIT A – "SCOPE OF WORK"

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SCOPE OF SERVICES

San Bernardino Valley Coordinated Traffic Signal System (SBVCTSS) Support and Development of a Smart County Master Plan

The San Bernardino County Transportation Authority ("SBCTA") is seeking consultant professional services ("CONSULTANT") to monitor and maintain the San Bernardino Valley Coordinated Traffic Signal System (SBVCTSS) corridors and to develop a Smart County Master Plan for all of San Bernardino County. The Scope for the SBVCTSS support is addressed in Task I, and is focused on jurisdictions in the San Bernardino Valley. The Scope for the Smart County Master Plan is addressed in Task II, and is focused on San Bernardino County and all 24 cities within the county.

It is anticipated that a Notice to Proceed 1 (NTP1) will be issued after contract execution for Task I, On-call System Support. Notice to Proceed 2 (NTP2) for Task II would be anticipated after approval of a funding contribution by San Bernardino County. In the event a funding contribution from San Bernardino County is not secured, SBCTA may issue an Alternative Notice to Proceed 2 (Alt NTP2) for rescoping activities of Task II, which may exclude non-transportation related technology.

SBCTA may issue a Notice to Proceed 3 (NTP3) based upon the studies and rescoping results from Alt NTP2, subject to agreement on a revised Scope of Work, schedule and cost. SBCTA reserves the right to not issue Alt NTP2 or NTP3.

Task IOn-call System Support

The SBVCTSS was implemented using a tiered approach with Tiers 1 and 2 completed in 2008 and Tiers 3 and 4 completed in 2012. There are 78 arterial corridors in the SBVCTSS with over 1,250 signalized intersections controlled by sixteen (16) local agencies (Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino City, San Bernardino County, Upland and Yucaipa) and Caltrans.

Given the variety of central signal systems, signal controllers and communication systems utilized within the SBVCTSS, CONSULTANT must be familiar with various traffic signal management operating systems as well as traffic controller types, interface modems from wireless to hardwire, telephone drops, fiber optic, interconnect components, communication speed differences for different interconnect types and different controller types and how to actuate coordination for differing local controller programs and software versions.

CONSULTANT shall meet with the participating agency to fully understand the reported issue. CONSULTANT shall perform observations and collect field data in sufficient quantity to identify existing deficiencies, existing system capabilities and operations. Using data collected, and with input from the participating agencies, CONSULTANT shall determine causes and steps necessary for resolution, including cost to resolve the reported issue.

CONSULTANT shall provide technical assistance to local agency staff on a case-by-case basis to address major signal coordination and related communication issues at the request of local agency and upon approval of SBCTA. CONSULTANT shall meet with the participating agency to fully understand the reported issue. CONSULTANT shall perform observations and collect field data in sufficient quantity to identify existing deficiencies, existing system capabilities and operations. Using

data collected, and with input from the participating agencies, CONSULTANT shall determine causes and steps necessary for resolution, including cost to resolve the reported issue. In addition, CONSULTANT shall serve as an advisor to SBCTA on traffic signal coordination issues and provide documents that can assist local agency staff in communicating to the public the benefit of traffic signal coordination.

On-call SBVCTSS support may include the following tasks:

- Train participating agency staff in the operation of the signal communication hardware to ensure that all appropriate staff fully understands the basics of the software and hardware operations.
- Manage SBVCTSS corridor upgrade implementation
- Design SBVCTSS improvements/upgrades (i.e. communications, CCTV, video detection systems, software/hardware upgrades, etc.)
- Procurement of equipment to upgrade SBVCTSS
- Implement of diagnostic signal performance measure software to monitor signal systems
- Develop and evaluate of criteria for future SBVCTSS investment
- Develop coordinated signal timing plans
- Prepare guidelines for deployment of signal system upgrades
- Perform traffic data collection
- Prepare inventories of local jurisdiction signal system software and hardware components
- Analyze traffic data
- Implement coordinated signal timing plans
- Prepare before and after studies
- Support potential grant funding opportunities and applications

As needed, CONSULTANT may attend and participate in the following meetings:

- Transportation Technical Advisory Committee meetings
- Project specific meetings
- City Council or public meetings to assist the local agency staff on communicating the benefit of traffic signal coordination.

Task II Smart County Master Plan Development

The SBCTA Emerging Technology Ad-Hoc Committee, consisting of appointed SBCTA Board members, is interested in the deployment of what are traditionally known as "Smart City" technologies, but in this case being thought about at a countywide scale, to provide benefits, consistency, and potential economies of scale across all San Bernardino County jurisdictions. This will include all 24 cities and San Bernardino County, not just jurisdictions in the Valley (which are the focus of Task I).

An initial step in the deployment of technology to facilitate smart county initiatives is the development of a Smart County Master Plan. The Master Plan would define and evaluate a broad spectrum of technology components/initiatives, educate local decision-makers on Smart City/County components and system benefits, as well as identify the planning, development and implementation tasks necessary for a Smart County strategy. The Master Plan could be used as a roadmap for implementation in a phased approach as funding becomes available to support the Smart County initiative. It would also establish the framework for securing discretionary funding from state and federal programs to support implementation.

It is envisioned that a first phase would be to prepare an "Early Action Plan" that would develop a basic overall county-level framework that identifies needs and establishes "levels of opportunity" based on the varying characteristics of the cities in the county. Some cities are more advanced than others, but technology opportunities exist at every level, and some opportunities transcend jurisdictional boundaries (e.g. with utilities, water districts or medical facilities). This basic framework should lead to the identification of early-action investments that position San Bernardino County to take advantage of federal and state technology programs being funded now or in the near future. The ideal timeframe for completion of the Early Action Component is six months from Notice to Proceed 2 (NTP2), so that maximum opportunity for funding is captured early on.

The second phase can then be launched to create the more detailed and complete Smart County Master Plan, with the overall framework as a foundation. The development of the overall architecture, logical stages of development, local monitoring/maintenance responsibilities, security protocols, cost estimates, procurement strategy, and other details would occur over a subsequent period estimated at 12 months.

While design and deployment of Smart County initiatives may be a function ultimately led by the San Bernardino Council of Governments (SBCOG – the Joint Powers Authority of all the cities and the County), the initial Smart County concept will likely build off of the investment by SBCTA into the SBVCTSS. For example, an early action component of a smart county initiative could be the development of a Transportation Management Center (TMC) and the backbone communication system to support a TMC. Subsequent Smart County initiatives could build off of the TMC concept as one option, but the CONSULTANT will be expected to identify other approaches that could be more efficient and cost-effective for the rollout of technology initiatives. It is expected that the CONSULTANT will be creative and forward-thinking as to the right approach for San Bernardino County, not just in terms of the technology that exists today, but technology as it could become in the future, while at the same time grounded in what is feasible and practical for agencies to afford, implement, and manage.

As a precursor to the development of the Master Plan, SBCTA is performing a survey of local jurisdictions to develop a baseline of the current application of technology throughout the county. This includes technology to manage signal systems and traffic operations, utilities, water supply networks, waste management, crime detection/investigation, public safety and enforcement, schools, libraries, hospitals, parks, and other community assets and services. CONSULTANT shall develop a Smart County Master Plan that identifies how stakeholders can achieve the plan based on the varying geographical subareas of San Bernardino County, potential timeframe for implementation and potential business models.

Based on survey results, and follow-up conversations with jurisdiction representatives, CONSULTANT will initiate development of a Master Plan that evaluates a broad spectrum of possible initiatives to consider for implementation throughout the County, recognizing the diverse geographic and socioeconomic nature of the largest county in the contiguous United States. Initiatives should be tied to specific problems the investments in technology would be trying to address and/or opportunities to deliver government services more efficiently. The Master Plan must be complementary to existing programs identified in the survey or through subsequent discussions with local jurisdictions. Funding will not be immediately available to implement all initiatives identified

by the Master Plan, and as such, the plan shall identify potential public and private funding mechanisms, appropriate business models and feasible ways to generate revenue. Equity and sustainability issues shall be addressed in the plan.

Tasks to be performed and issues to be considered in development of the Smart County Master Plan include but are not limited to the following:

- Thorough assessment of existing assets and legacy systems used throughout the County to inform how to best leverage these assets for Internet of Things solutions. Knowledge of strategies for asset optimization and navigation of complex technology architectures in connectivity of diverse systems and devices, particularly amongst various jurisdictions, is key.
- Recommendations of funding opportunities and finance models
- Key performance indicators and milestones for overall strategy as well as individual initiatives for implementation
- Strategy for tiered implementation with low hanging fruit and opportunities for rapid returns on investment identified
- Carefully crafted plan that ensures compatibility between initiatives
- Development of architecture, operating systems, protocol, platforms, communications infrastructure that can integrate a wide variety of applications and initiatives that allows flexibility for future initiatives
- Development of a security framework to ensure safe development of solutions limiting risk.
- Risk assessment of potential initiatives
- Legal implications regarding sharing, storing and accessing data across jurisdictional boundaries for the benefit of the entire county
- Policy analysis and recommendations
- Coordination with local jurisdiction traffic engineering, public works, planning, emergency services, city manager's office, information technology, etc. staff to understand existing assets, infrastructure and needs
- Evaluate technology applications summarizing pros and cons
- Perform data collection
- Develop cost estimates for initiative implementation/deployment
- Sustainability plan for Smart City operations and maintenance that takes a realistic view of staffing limitations and resources required for system monitoring.
- The potential for certain components to provide operational efficiencies and labor cost savings should be highlighted, and it is possible that these would be prioritized.

CONSULTANT shall anticipate up to 8 presentations to the Emerging Technology Ad-Hoc Committee, City-County Managers Technical Advisory Committee or other elected official bodies to present initial Smart City Master Plan concepts and a draft plan. Deliverables for Task II shall include:

- A Draft and Final Smart County Early Action Plan. CONSULTANT will allow a 30-day review of the draft report by SBCTA and county staff and the Emerging Technology Ad Hoc Committee, after which a final Early Action Plan will be prepared.
- A Draft and Final Smart County Master Plan, with a 30-day review of the draft, followed by the final report responding to comments from local jurisdictions, SBCTA and committees.

Optional Task I Perform SBVCTSS Audits

Local agencies are responsible for the on-going monitoring, maintenance and timing adjustments for traffic signal systems included as part of the SBVCTSS. In order to determine the SBVCTSS is properly maintained, CONSULTANT may perform audits of the corridors as directed by SBCTA.

CONSULTANT will conduct audit by remotely logging into the agencies' signal system (where possible) to determine if the traffic signal communication equipment between traffic signals and the local jurisdiction traffic management center and remote access to the local jurisdiction center is functional and traffic signal coordination timing plans are implemented. Preliminary audit findings shall be reviewed with the participating agencies when signals are found to be out of compliance to determine if minor corrective action can be implemented to bring signal/corridor into compliance. Audit reports shall include tabulated results by participating agency, listing by corridor signals, both compliant and non-compliant, with possible causes and recommended corrective actions to bring signals into compliance.

Specific Rate of Compensation (use for on call or As-Needed contracts) SBVCTSS Support and Development of Smart County Master Plan 22-1002761 Dated 05-12-2022

	C	ontract Totals			
	Description	Hours	Cos	st	
	Iteris (SBVCTSS Support)				
	Labor Costs	5948	\$	1,248,643.92	
	Other Direct Costs		\$	1,356.08	
Sub Total		5948	\$	1,250,000.00	
		Sub Total (S	BV	CTSS Support)	\$ 1,250,000.00
	Iteris (Smart County Maste	er Plan)			
	Labor Costs	1098	\$	254,145.33	
	Other Direct Costs		\$	579.03	
Sub total		1098	\$	254,724.36	
	HNTB Corporation - (Smar	t County Maste	er Pl	lan)	
	Labor Costs	4166	\$	975,309.64	
	Other Direct Costs		\$	19,966.00	
Sub total		4166	\$	995,275.64	
	Sub T	otal (Smart Cou	inty	Master Plan)	\$ 1,250,000.00
Contr	act Grand Total Amount	11212	\$		 2,500,000.00

EXHIBIT B SBVCTSS Support and Development of Smart County Master Plan 22-1002761 Dated 05-12-2022

	lte	ris		Н	νтв			Iteris/HNTE	B Cor	mbined
Tasks	Hours		Budget	Hours		Budget	T	otal Hours/Task	To	tal Budget/Task
Project Management 22/23	40	\$	11,722.38	\$ 125	\$	29,699.11	\$	165.00	\$	41,421.49
Project Management 23/24	118	\$	41,328.54	\$ 145	\$	36,503.06	\$	263.00	\$	77,831.60
Phase 1 - Early Action Plan										
Draft Existing Conditions Analysis 22/23	117	\$	21,394.22	\$ 388	\$	81,717.41	\$	505.00	\$	103,111.63
Draft Existing Conditions Analysis 23/24	0	\$	-	\$ -	\$	-	\$	-	\$	-
Final Existing Conditions Analysis 22/23	65	\$	11,051.23	\$ 210	\$	44,578.69	\$	275.00	\$	55,629.92
Final Existing Conditions Analysis 23/24	0	\$	-	\$ -	\$	-	\$	-	\$	-
High Level Stakeholder Outreach Plan 22/23	70	\$	16,978.96	\$ 134	\$	32,743.25	\$	204.00	\$	49,722.21
High Level Stakeholder Outreach Plan 23/24	58	\$	13,214.72	\$ -	\$	-	\$	58.00	\$	13,214.72
Success Management Workshop 22/23	15	\$	4,468.37	\$ 122	\$	33,225.52	\$	137.00	\$	37,693.89
Success Management Workshop 23/24	0	\$	-	\$ -	\$	-	\$	-	\$	-
SMART Grant Application Support 22/23	39	\$	8,082.85	\$ 206	\$	49,228.07	\$	245.00	\$	57,310.92
SMART Grant Application Support 23/24	0	\$	-	\$ -	\$	-	\$	-	\$	-
Draft Early Action Plan 22/23	58	\$	12,539.92	\$ 368	\$	79,362.59	\$	426.00	\$	91,902.51
Draft Early Action Plan 23/24	0	\$	-	\$ -	\$	-	\$	-	\$	-
Final Early Action Plan 22/23	0	\$	-	\$ 166	\$	33,258.21	\$	166.00	\$	33,258.21
Final Early Action Plan 23/24	23	\$	6,266.63	\$ -	\$	-	\$	23.00	\$	6,266.63
Phase 2 - Smart County Master Plan										
Visioning Workshop 22/23	12	\$	3,519.56	\$ 120	\$	30,568.91	\$	132.00	\$	34,088.47
Visioning Workshop 23/24	26	\$	7,060.45	\$ -	\$	-	\$	26.00	\$	7,060.45
Draft Smart County Master Plan 22/23	0	\$	-	\$ 354	\$	78,109.93	\$	354.00	\$	78,109.93
Draft Smart County Master Plan 23/24	190	\$	39,179.16	\$ 910	\$	214,294.30	\$	1,100.00	\$	253,473.46
Final Smart County Master Plan 22/23	0	\$	-	\$ 16	\$	1,600.06	\$	16.00	\$	1,600.06
Final Smart County Master Plan 23/24	188	\$	37,205.92	\$ 470	\$	117,920.54	\$	658.00	\$	155,126.46
Technology Ad-hoc Committee (and others)										
Meeting Support (up to 8) 22/23	26	\$	6,082.95	\$ 116	\$	29,062.70	\$	142.00	\$	35,145.65
Technology Ad-hoc Committee (and others)										
Meeting Support (up to 8) 23/24	53	\$	14,049.47	\$ 316	\$	83,437.28	\$	369.00	\$	97,486.75
Labor Hours (No ODCs)	1098	\$	254,145.33	4166	\$	975,309.64		5264	\$	1,229,454.97
ODC		\$	579.03		\$	19,966.00			\$	20,545.03
TOTAL		\$	254,724.36		\$	995,275.64			\$	1,250,000

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Consultant or Subconsultant :		Iteris (SBVCTSS Support)		Contract No. 22-1002761	Date	5/12/2
Fringe Benefit % (=0%if Included in OH) 0.00%	Over head % + 202.63%	General Administration% + (=0%if Included in OH) 0.00%	=	Combined Indirect Cost Rate (ICR) % 202.63%		

SEMI-ANNUAL ASSESSMENT

Name/ Job Title/ Classification	Straight Hrs	Straig	ght Rate		Billing Rates OT Rate (1.5x)	OT Hrs (2x)	от	Rate (2x)	Total Hours		Total Cost	Effective date of From	f hourly rate To	Actual or A hourly ra	•	5 or \$ crease	Hourly classific		-
	Ŭ	<u> </u>	-	. ,				. ,	400	ć	40.262.76			¢ 442	F 4	0.0%	Ś.	T	
	108	\$	372.81	0	\$ 559.22	0	\$	745.63	108	\$	40,263.76	4/1/2022 -	3/31/2023				Ŷ	- \$	
	144	\$ \$	387.73	0	\$ 581.59 \$ 604.85	0	\$ \$	775.45	144	\$ \$	55,832.42	4/1/2023 -	3/31/2024			4.0%	\$ -	- \$	r
Bernard Li- Project Manager	144		403.23	0	+	0	Ŧ	806.47	144		58,065.71	4/1/2024 -	3/31/2025			4.0%	\$ -	- >	<u>\$ -</u>
	144	\$	419.36	0	\$ 629.05	0	\$	838.73	144	\$	60,388.34	4/1/2025 -	3/31/2026			4.0%	\$ -	- \$	·
	144	\$	436.14	0	\$ 654.21	0	\$	872.28	144	\$	62,803.88	4/1/2026 -	3/31/2027	\$ 132.		4.0%	\$ -	- \$	
	40	\$	453.58	0	\$ 680.38	0	Ş	907.17	40	\$	18,143.34	4/1/2027 -	3/31/2028			4.0%	ş -	- \$	<i>*</i>
	72	\$	356.92	0	\$ 535.38	0	\$	713.84	72	\$	25,698.26	4/1/2022 -	3/31/2023			0.0%	\$ -	- \$	<u> </u>
	96	\$	371.20	0	\$ 556.80	0	\$	742.39	96	\$	35,634.92	4/1/2023 -	3/31/2024	\$ 113.		4.0%	Ş -	- \$	<u>; -</u>
Gabe Murillo - Principal-in-	96	\$	386.05	0	\$ 579.07	0	\$	772.09	96	\$	37,060.32	4/1/2024 -	3/31/2025			4.0%	\$ -	- \$	
charge	96	\$	401.49	0	\$ 602.23	0	\$	802.97	96	\$	38,542.73	4/1/2025 -	3/31/2026			4.0%	\$ -	- \$	\$
	96	\$	417.55	0	\$ 626.32	0	\$	835.09	96	\$	40,084.44	4/1/2026 -	3/31/2027			4.0%	\$ -	- \$	\$-
	24	\$	434.25	0	\$ 651.37	0	\$	868.50	24	\$	10,421.96	4/1/2027 -	3/31/2028		25	4.0%	\$ -	- \$; -
	0	\$	305.98	0	\$ 458.96	0	\$	611.95	0	\$	-	4/1/2022 -	3/31/2023	\$ 93.	19	0.0%	\$ 71.35	- \$	\$ 115.02
	0	\$	318.22	0	\$ 477.32	0	\$	636.43	0	\$	-	4/1/2023 -	3/31/2024		91	4.0%	\$ 74.20	- \$	\$ 119.62
Principal Engineer	0	\$	330.94	0	\$ 496.42	0	\$	661.89	0	\$	-	4/1/2024 -	3/31/2025	\$ 100.	79	4.0%	\$ 77.17	- \$	\$ 124.41
	0	\$	344.18	0	\$ 516.27	0	\$	688.36	0	\$	-	4/1/2025 -	3/31/2026	\$ 104.	82	4.0%	\$ 80.26	- \$	\$ 129.38
	0	\$	357.95	0	\$ 536.92	0	\$	715.90	0	\$	-	4/1/2026 -	3/31/2027	\$ 109.	01	4.0%	\$ 83.47	- \$	\$ 134.56
	0	\$	372.27	0	\$ 558.40	0	\$	744.53	0	\$		4/1/2027 -	3/31/2028	\$ 113.	37	4.0%	\$ 86.81	- \$	\$ 139.94
	108	\$	219.08	0	\$ 328.62	0	\$	438.15	108	\$	23,660.37	4/1/2022 -	3/31/2023	\$ 66.	72	0.0%	\$ 53.89	- \$	\$ 79.55
	144	\$	227.84	0	\$ 341.76	0	\$	455.68	144	\$	32,809.04	4/1/2023 -	3/31/2024	\$ 69	39	4.0%	\$ 56.05	- \$	\$ 82.73
Conies Engineer	144	\$	236.95	0	\$ 355.43	0	\$	473.91	144	\$	34,121.41	4/1/2024 -	3/31/2025	\$ 72.	16	4.0%	\$ 58.29	- \$	\$ 86.04
Senior Engineer	144	\$	246.43	0	\$ 369.65	0	\$	492.86	144	\$	35,486.26	4/1/2025 -	3/31/2026	\$ 75.	05	4.0%	\$ 60.62	- \$	\$ 89.48
	144	\$	256.29	0	\$ 384.43	0	\$	512.58	144	\$	36,905.71	4/1/2026 -	3/31/2027	\$ 78.	05	4.0%	\$ 63.04	- \$	\$ 93.06
	36	\$	266.54	0	\$ 399.81	0	\$	533.08	36	\$	9,595.49	4/1/2027 -	3/31/2028	\$ 81.	18	4.0%	\$ 65.57	- \$	\$ 96.78
	162	\$	164.54	0	\$ 246.81	0	\$	329.08	162	\$	26,655.15	4/1/2022 -	3/31/2023		11	0.0%	\$ 46.34	- \$	
	216	\$	171.12	0	\$ 256.68	0	\$	342.24	216	\$	36,961.81	4/1/2023 -	3/31/2024			4.0%	\$ 48.19		\$ 56.04
	216	\$	177.96	0	\$ 266.95	0	\$	355.93	216	Ś	38,440.28	4/1/2024 -	3/31/2025			4.0%	\$ 50.12	- 5	·
Engineer	216	\$	185.08	0	\$ 277.62	0	Ś	370.17	216	Ś	39,977.89	4/1/2025 -	3/31/2026			4.0%	\$ 52.13		\$ 60.61
	216	\$	192.49	0	\$ 288.73	0	\$	384.97	216	\$	41,577.01	4/1/2026 -	3/31/2027			4.0%	\$ 54.21	- \$	·
	54	\$	200.19	0	\$ 300.28	0	\$	400.37	54	Ś	10,810.02	4/1/2027 -	3/31/2028			4.0%	\$ 56.38	- \$	
	180	\$	136.09	0	\$ 204.13	0	Ś	272.17	180	Ś	24,495.50	4/1/2022 -	3/31/2023			0.0%	\$ 36.56	- \$	
	240	\$	141.53	0	\$ 212.29	0	\$	283.06	240	\$	33,967.10	4/1/2023 -	3/31/2024			4.0%	\$ 38.02	- \$	
	240	\$	147.19	0	\$ 220.79	0	Ş	294.38	240	Ś	35,325.78	4/1/2024 -	3/31/2024			4.0%	\$ 39.54	- 5	,
Associate Engineer	240	\$	153.08	0	\$ 229.62	0	\$	306.16	240	ې \$	36,738.81	4/1/2025 -	3/31/2025			4.0%	\$ 41.13	- \$,
	240	\$	159.20	0	\$ 238.80	0	\$	318.40	240	ې \$	38,208.37	4/1/2025 -	3/31/2020			4.0%	\$ 42.77	- 5	
	60	\$ \$	165.57	0	\$ 238.80	0	\$ \$	331.14	60	ş Ś	9,934.18	4/1/2028 -	3/31/2027			4.0%	\$ 44.48	- \$	
	220		115.27	0	\$ 248.35 \$ 172.90	0	\$ \$	230.54	220	\$ \$	9,934.18 25,359.07	4/1/2027 -	3/31/2028				\$ 33.66	- \$	·
		\$ \$			-	0	ş			ş Ś								- \$	
	300		119.88	0	7	0	Ŧ	239.76	300		35,963.78	4/1/2023 -	3/31/2024			4.0%	\$ 35.01	- T	,
Assistant Engineer	300	\$ \$	124.67	0	7	-	\$ \$	249.35	300	\$ \$	37,402.33	4/1/2024 -	3/31/2025			4.0%	\$ 36.41	- \$	·
	300		129.66	0		0		259.32	300	÷.	38,898.42	4/1/2025 -	3/31/2026			4.0%	\$ 37.86	- \$	·
	300	\$	134.85	0	\$ 202.27	0	\$	269.70	300	\$	40,454.36	4/1/2026 -	3/31/2027			4.0%	\$ 39.38	- \$	
	80	\$	140.24	0	\$ 210.36	0	\$	280.48	80	\$	11,219.34	4/1/2027 -	3/31/2028			4.0%	\$ 40.95	- \$	
	36	\$	114.92	0	\$ 172.39	0	\$	229.85	36	\$	4,137.25	4/1/2022 -	3/31/2023			0.0%	\$ 20.00		\$ 50.00
	48	\$	119.52	0	\$ 179.28	0	\$	239.04	48	\$	5,736.99	4/1/2023 -	3/31/2024			4.0%	\$ 20.80	- \$	
Admin / Accounting	48	\$	124.30	0	\$ 186.45	0	\$	248.60	48	\$	5,966.47	4/1/2024 -	3/31/2025			4.0%	\$ 21.63	- \$	
	48	\$	129.27	0	\$ 193.91	0	\$	258.55	48	\$	6,205.13	4/1/2025 -	3/31/2026			4.0%	\$ 22.50	- \$	
	48	\$	134.44	0	\$ 201.67	0	\$	268.89	48	\$	6,453.34	4/1/2026 -	3/31/2027			4.0%	\$ 23.40	- \$	
	16	\$	139.82	0	\$ 209.73	0	\$	279.64	16	\$	2,237.16	4/1/2027 -	3/31/2028	\$ 42.	58	4.0%	\$ 24.33	- \$	\$ 60.83
		<u> </u>										l I						⊥	
abor Total	1	1							5948	\$:	1,248,643.92								

1. Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms. 2. Billing rate = actual hourly rate *(1+ICR) * (1+FEE). Agreed upon billing rates are not adjustable for the term of contract.

3. For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

Denote all employees subject to prevailing wage with an asterisks (*)

For "Other Direct Costs" listing, see page 2 of the Exhibit

22-1002761

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FEE % =

FXHIBIT B

Specific Rate of Compensation (use for on call or As- Needed contracts)

(Construction Engineering and Inspection Contracts)

Iteris (SBVCTSS Support)

Contract No. 22-1002761

5/12/2022 Date

SC	HEDULE OF OTHER DIRECT COST ITEMS				
Descriptio	on of Items	Unit	Un	it Cost	Total
A. Mileage		2318	\$	0.585	\$ 1,356.08
В.			\$	-	\$ -
С.			\$	-	\$ -
D.			\$	-	\$ -
Ε.			\$	-	\$ -
F			\$	-	\$ -
G.			\$	-	\$ -
TOTAL ODC's =					\$ 1,356.08

IMPORTANT NOTES:

Consultant

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.

2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.

3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in overhead rate.

4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice)

5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct costs.

6. Travel related costs should be pre-approved by the contracting agency. The rates should not exceed the State Department of Personnel Administration (DPA) requirements.

7. If mileage is claimed, the rate should be supported by the consultants calculation of their actual costs for company vehicles. In addition, the claimed should be supported by mileage logs.

8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedures for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

4

Specific Rate of Compensation (use for on call or As- Needed contracts) (Consruction Engineering and Inspection Contracts)

Consultant or Subconsultant :	Iter	is (Smart County M	aster Plan)		Contract No. 22-1002761	Date	5/12/20
Fringe Benefit % (=0%if Included in OH) 0.00%	Over head % +202.63%	+	General Administration% (=0%if Included in OH) 0.00%	=	Combined Indirect Cost Rate (ICR) % 202.63%		

TRAFFIC SIGNAL COORDINATION MASTER PLAN

Name/ Job Title/ Classification	Straight Hrs	Straight Rate	Hours and OT Hrs (1.5x)		OT Hrs (2x)	ОТ	Rate (2x)	Total Hours		Total Cost	Effective date of From	of hourly rate To	Actual or Av hourly rate	g % or \$ increase	Hourly classifie		
	60	\$ 372.81	0	\$ 559.22	0	\$	745.63	60	\$	22,368.76	4/1/2022 -	3/31/2023	\$ 113.54	0.0%	Ś -	- \$	
	120	\$ 387.73	0	\$ 581.59	0	\$	775.45	120	\$	46,527.02	4/1/2023 -	3/31/2024	\$ 118.0		\$ -	- \$	
Demondation Devices Management	0	\$ 403.23	0	\$ 604.85	0	\$	806.47	0	\$	-	4/1/2024 -	3/31/2025	\$ 122.8	4.0%	\$ -	- \$	-
Bernard Li- Project Manager	0	\$ 419.36	0	\$ 629.05	0	\$	838.73	0	\$	-	4/1/2025 -	3/31/2026	\$ 127.7	4.0%	\$ -	- \$	-
	0	\$ 436.14	0	\$ 654.21	0	Ś	872.28	0	Ś		4/1/2026 -	3/31/2027	\$ 132.8	_	s -	- \$	-
	0	\$ 453.58	0	\$ 680.38	0	\$	907.17	0	\$	-	4/1/2027 -	3/31/2028	\$ 138.14		\$ -	- \$	
	40	\$ 356.92	0	\$ 535.38	0	\$	713.84	40	\$	14,276.81	4/1/2022 -	3/31/2023	\$ 108.7	0.0%	\$ -	- \$	-
	80	\$ 371.20	0	\$ 556.80	0	\$	742.39	80	\$	29,695.77	4/1/2023 -	3/31/2024	\$ 113.0	4.0%	\$ -	- \$	-
Gabe Murillo - Principal-in-	0	\$ 386.05	0	\$ 579.07	0	\$	772.09	0	\$	-	4/1/2024 -	3/31/2025	\$ 117.5	4.0%	\$ -	- \$	-
charge	0	\$ 401.49	0	\$ 602.23	0	\$	802.97	0	\$	-	4/1/2025 -	3/31/2026	\$ 122.2	4.0%	\$ -	- \$	
	0	\$ 417.55	0	\$ 626.32	0	\$	835.09	0	\$	-	4/1/2026 -	3/31/2027	\$ 127.1	4.0%	\$ -	- \$	
	0	\$ 434.25	0	\$ 651.37	0	\$	868.50	0	\$	-	4/1/2027 -	3/31/2028	\$ 132.2	4.0%	\$ -	- \$	-
	0	\$ 305.98	0	\$ 458.96	0	\$	611.95	0	\$	-	4/1/2022 -	3/31/2023	\$ 93.1	0.0%	\$ 71.35	- \$	115.02
	0	\$ 318.22	0	\$ 477.32	0	\$	636.43	0	\$	-	4/1/2023 -	3/31/2024	\$ 96.9	4.0%	\$ 74.20	- \$	119.62
Principal Engineer /	0	\$ 330.94	0	\$ 496.42	0	\$	661.89	0	\$	-	4/1/2024 -	3/31/2025	\$ 100.7	4.0%	\$ 77.17		124.41
Associate Vice President	0	\$ 344.18	0	\$ 516.27	0	\$	688.36	0	\$	-	4/1/2025 -	3/31/2026	\$ 104.8	4.0%	\$ 80.26		129.38
	0	\$ 357.95	0	\$ 536.92	0	\$	715.90	0	\$	-	4/1/2026 -	3/31/2027	\$ 109.0	4.0%	\$ 83.47	- \$	134.56
	0	\$ 372.27	0	\$ 558.40	0	\$	744.53	0	\$	-	4/1/2027 -	3/31/2028	\$ 113.3	4.0%	\$ 86.81	- \$	139.94
	150	\$ 219.08	0	\$ 328.62	0	\$	438.15	150	\$	32,861.62	4/1/2022 -	3/31/2023	\$ 66.7	0.0%	\$ 53.89	- \$	79.55
	200	\$ 227.84	0	\$ 341.76	0	\$	455.68	200	\$	45,568.12	4/1/2023 -	3/31/2024	\$ 69.3	4.0%	\$ 56.05	- \$	82.73
Senior Manager /	0	\$ 236.95	0	\$ 355.43	0	\$	473.91	0	\$	-	4/1/2024 -	3/31/2025	\$ 72.1	4.0%	\$ 58.29	- \$	86.04
Senior Engineer	0	\$ 246.43	0	\$ 369.65	0	\$	492.86	0	\$	-	4/1/2025 -	3/31/2026	\$ 75.0	4.0%	\$ 60.62	- \$	89.48
	0	\$ 256.29	0	\$ 384.43	0	\$	512.58	0	\$	-	4/1/2026 -	3/31/2027	\$ 78.0	4.0%	\$ 63.04	- \$	93.06
	0	\$ 266.54	0	\$ 399.81	0	\$	533.08	0	\$	-	4/1/2027 -	3/31/2028	\$ 81.1	4.0%	\$ 65.57	- \$	96.78
	60	\$ 164.54	0	\$ 246.81	0	\$	329.08	60	\$	9,872.28	4/1/2022 -	3/31/2023	\$ 50.1	0.0%	\$ 46.34	- \$	53.88
	80	\$ 171.12	0	\$ 256.68	0	\$	342.24	80	\$	13,689.56	4/1/2023 -	3/31/2024	\$ 52.1	4.0%	\$ 48.19	- \$	56.04
Engineer / Planner	0	\$ 177.96	0	\$ 266.95	0	\$	355.93	0	\$	-	4/1/2024 -	3/31/2025	\$ 54.2	4.0%	\$ 50.12	- \$	58.28
Eligineer / Flatilier	0	\$ 185.08	0	\$ 277.62	0	\$	370.17	0	\$	-	4/1/2025 -	3/31/2026	\$ 56.3	4.0%	\$ 52.13	- \$	60.61
	0	\$ 192.49	0	\$ 288.73	0	\$	384.97	0	\$	-	4/1/2026 -	3/31/2027	\$ 58.6	4.0%	\$ 54.21	- \$	63.03
	0	\$ 200.19	0	\$ 300.28	0	\$	400.37	0	\$	-	4/1/2027 -	3/31/2028	\$ 60.9	4.0%	\$ 56.38	- \$	65.55
	60	\$ 136.09	0	\$ 204.13	0	\$	272.17	60	\$	8,165.17	4/1/2022 -	3/31/2023	\$ 41.4	0.0%	\$ 36.56	- \$	46.33
	80	\$ 141.53	0	\$ 212.29	0	\$	283.06	80	\$	11,322.37	4/1/2023 -	3/31/2024	\$ 43.1	4.0%	\$ 38.02	- \$	48.18
Associate Engineer	0	\$ 147.19	0	\$ 220.79	0	\$	294.38	0	\$	-	4/1/2024 -	3/31/2025	\$ 44.8	4.0%	\$ 39.54	- \$	50.11
Associate Engineer	0	\$ 153.08	0	\$ 229.62	0	\$	306.16	0	\$	-	4/1/2025 -	3/31/2026	\$ 46.6	4.0%	\$ 41.13	- \$	52.11
	0	\$ 159.20	0	\$ 238.80	0	\$	318.40	0	\$	-	4/1/2026 -	3/31/2027	\$ 48.4	4.0%	\$ 42.77	- \$	54.20
	0	\$ 165.57	0	\$ 248.35	0	\$	331.14	0	\$	-	4/1/2027 -	3/31/2028	\$ 50.4	4.0%	\$ 44.48	- \$	56.37
	60	\$ 115.27	0	\$ 172.90	0	\$	230.54	60	\$	6,916.11	4/1/2022 -	3/31/2023	\$ 35.1	0.0%	\$ 33.66	- \$	36.55
	80	\$ 119.88	0	\$ 179.82	0	\$	239.76	80	\$	9,590.34	4/1/2023 -	3/31/2024	\$ 36.5	4.0%	\$ 35.01	- \$	38.01
Assistant Engineer	0	\$ 124.67	0	\$ 187.01	0	\$	249.35	0	\$	-	4/1/2024 -	3/31/2025	\$ 37.9	4.0%	\$ 36.41	- \$	39.53
ASSISTANT ENgineer	0	\$ 129.66	0	\$ 194.49	0	\$	259.32	0	\$	-	4/1/2025 -	3/31/2026	\$ 39.4	4.0%	\$ 37.86	- \$	41.11
	0	\$ 134.85	0	\$ 202.27	0	\$	269.70	0	\$	-	4/1/2026 -	3/31/2027	\$ 41.0	4.0%	\$ 39.38	- \$	42.76
	0	\$ 140.24	0	\$ 210.36	0	\$	280.48	0	\$	-	4/1/2027 -	3/31/2028	\$ 42.7	4.0%	\$ 40.95	- \$	44.47
	12	\$ 114.92	0	\$ 172.39	0	\$	229.85	12	\$	1,379.08	4/1/2022 -	3/31/2023	\$ 35.0	0.0%	\$ 20.00	- \$	50.00
	16	\$ 119.52	0	\$ 179.28	0	\$	239.04	16	\$	1,912.33	4/1/2023 -	3/31/2024	\$ 36.4	4.0%	\$ 20.80	- \$	52.00
Admin / Accounting	0	\$ 124.30	0	\$ 186.45	0	\$	248.60	0	\$	-	4/1/2024 -	3/31/2025	\$ 37.8	4.0%	\$ 21.63	- \$	54.08
Samin' Accounting	0	\$ 129.27	0	\$ 193.91	0	\$	258.55	0	\$	-	4/1/2025 -	3/31/2026	\$ 39.3	4.0%	\$ 22.50	- \$	56.24
	0	\$ 134.44	0	\$ 201.67	0	\$	268.89	0	\$	-	4/1/2026 -	3/31/2027	\$ 40.9	4.0%	\$ 23.40	- \$	58.49
	0	\$ 139.82	0	\$ 209.73	0	\$	279.64	0	\$	-	4/1/2027 -	3/31/2028	\$ 42.5	4.0%	\$ 24.33	- \$	60.83
abor Total						1		1098	\$	254,145.33						.	

1. Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms. 2. Billing rate = actual hourly rate *(1+ICR) * (1+FEE). Agreed upon billing rates are not adjustable for the term of contract.

3. For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

Denote all employees subject to prevailing wage with an asterisks (*)

For "Other Direct Costs" listing, see page 2 of the Exhibit

8.50%

FEE % =

5

Specific Rate of Compensation (use for on call or As- Needed contracts)

(Construction Engineering and Inspection Contracts)

Consultant

Iteris (Smart County Master Plan)

Contract No. 22-1002761

Date 5/12/2022

SCHEDULE OF OTHER DIRECT C	OST ITEMS			
Description of Items	Unit	Unit Cost		Total
A. Mileage	989.8	\$ 0.585	5\$	579.03
В.		\$-	\$	-
С.		\$ -	\$	-
D.		\$-	\$	-
Ε.		\$-	\$	-
F		\$-	\$	-
G.		\$-	\$	-
TOTAL ODC's =			\$	579.03

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.

2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.

3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in overhead rate.

4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice)

5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct costs.

6. Travel related costs should be pre-approved by the contracting agency. The rates should not exceed the State Department of Personnel Administration (DPA) requirements.

7. If mileage is claimed, the rate should be supported by the consultants calculation of their actual costs for company vehicles. In addition, the claimed should be supported by mileage logs.

8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedures for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

Contract No. 22-1002761

119.72

96.64

100.51

83.84

87.19

48.32

50.25

4.0%

0.0%

4.0%

0.0%

4.0%

0.0%

4.0%

								,										
Fringe Benefit % (=0%if Included in OH) 47.51%	+	Over hea	ad % 90.87%			+	General Adr (=0%if Inclue		n OH)		=	Combined Ind	lirect Cost Rate	(ICR) %				
																FEE % =		8.50
Name/Job Title/Classification				Hours and	Billing Ra	ates				Total Hours	Total Cost	Effective date	of hourly rate	Actual or Avg	% or \$	Hour	y range- for	
Name, Job Title, classification	Straight Hrs	Straight I	Rate	OT Hrs (1.5x)	OT Rate	e (1.5x)	OT Hrs (2x)	OT	Rate (2x)	Total Hours	TOLATCOSL	From	То	hourly rate	increase	classi	fication only	
Arya Rohani, Advisor	22	\$ 42	22.93	0	\$	422.93	0	\$	422.93	22	\$ 9,304.50	4/1/2022	- 3/31/2023	\$ 163.52	0.0%	\$ -	- \$ -	٦.
Arya Konani, Advisor	32	\$ 43	39.85	0	\$	439.85	0	\$	439.85	32	\$ 14,075.17	4/1/2023	- 3/31/2024	\$ 170.06	4.0%	\$ -	-\$-	
Katie Zehnder. Task Lead	212	\$ 29	92.99	0	\$	292.99	0	\$	292.99	212	\$ 62,113.88	4/1/2022	- 3/31/2023	\$ 113.28	0.0%	\$ -	- \$ -	
Acte Zennuer, rask Ledu	166	\$ 30	04.71	0	\$	304.71	0	\$	304.71	166	\$ 50,581.79	4/1/2023	- 3/31/2024	\$ 117.81	4.0%	\$ -	- \$ -	
Richard Shinn, Technology Lead	140	\$ 29	97.75	0	\$	297.75	0	\$	297.75	140	\$ 41,684.86	4/1/2022	- 3/31/2023	\$ 115.12	0.0%	\$ -	- \$ -	

309.66

249.95

259.95

216.85

225.52

124.98

129.97

166

376

266

92

50

36

36

51,403.3

93,981.92

69,146.70

19,949.80

11,275.98

4,499.13

4,679.10

4/1/202

4/1/202

4/1/202

4/1/202

4/1/202

4/1/2022

4/1/202

3/31/202

3/31/202

3/31/202

3/31/202

3/31/202

3/31/2023

3/31/202

		50	125.57					125.57	5	1,07 5110	1/ 1/ 2020	5/51/2021		50.25	1.070			
140 5 104.00 0 \$ 104.00 0 \$ 104.00 0 \$ 104.00 140 \$ 14,560.59 14/1/2023 3/31/2024 \$ 40.01 4.0% \$ 39.35 \$ 55.056 ingineer 2 180 \$ 156.00 0 \$ 156.00 0 \$ 156.00 160 \$ 24,959.93 4/1/2023 3/31/2024 \$ 60.01 4.0% \$ 50.96 ingineer 3 306 \$ 220.00 0 \$ 220.00 306 \$ 67.319.56 4/1/2023 3/31/2024 \$ 88.06 0.0% \$ 88.00 origit Engineer 376 \$ 250.00 0 \$ 220.00 376 \$ 93.31/2024 \$ 88.46 0.0% \$ 88.00 origit engineer 376 \$ 260.00 0 \$ 260.00 376 \$ 93.31/2024 \$ 88.66 0.0	Engineer 1	356	\$ 100.00	0	\$ 10	00.00	0	\$ 100.00	356	\$ 35,601.44	4/1/2022	- 3/31/2023	\$	38.67	0.0%	\$ 37.84	- \$	49.00
ngineer 2 160 \$ 156.00 0 \$ 156.00 0 \$ 156.00 160 \$ 24,959.93 4/1/2023 \$ 3/31/2024 \$ 60.31 4.0% \$ 5.09.7 \$ \$ 68.64 ingineer 3 306 \$ 220.00 0 \$ 220.00 0 \$ 228.80 206 \$ 67,319.56 4/1/2022 3/31/2024 \$ 60.31 4.0% \$ 50.97 \$ \$ 88.00 ingineer 3 376 \$ 228.80 0 \$ 228.80 \$ 228.80 \$ 272 \$ 62,233.19 4/1/2023 \$ 3/31/2024 \$ 88.46 4.0% \$ \$ 80.01 \$ \$ 100.00 ingineer 3 376 \$ 220.00 0 \$ 228.80 0 \$ 228.80 272 \$ 62,233.19 4/1/2022 3/31/2024 \$ 88.46 4.0% \$ 5 100.00 \$ 100.00 inoif Engineer 376 \$ 200.00 0 \$ 250.00 376 \$ 97,759.40 4/1/2022 3/31/2024 \$ 100.00 \$ 104.00 ienior Engineer 176 \$ 270.00 0 \$ 270.00 \$ 270.00 \$ 270.00 \$ 314.002 <td>Eligineer 1</td> <td>140</td> <td>\$ 104.00</td> <td>0</td> <td>\$ 10</td> <td>4.00</td> <td>0</td> <td>\$ 104.00</td> <td>140</td> <td>\$ 14,560.59</td> <td>4/1/2023</td> <td>- 3/31/2024</td> <td>\$</td> <td>40.21</td> <td>4.0%</td> <td>\$ 39.35</td> <td>- \$</td> <td>50.96</td>	Eligineer 1	140	\$ 104.00	0	\$ 10	4.00	0	\$ 104.00	140	\$ 14,560.59	4/1/2023	- 3/31/2024	\$	40.21	4.0%	\$ 39.35	- \$	50.96
160 \$ 156.0 0 \$ 156.00 0 \$ 156.00 160 \$ 24,959.39 1/1/2023 3/31/2024 \$ 60.31 4,0% \$ 50.97 \$ 568.64 ingineer 3 272 \$ 222.00 0 \$ 220.00 0 \$ 220.00 3/6 5 3/31/2023 \$ 3/31/2024 \$ 68.64 origineer 3 376 \$ 220.00 0 \$ 220.00 3/6 \$ 9/31/2023 \$ 3/31/2024 \$ 88.06 0.0% \$ 68.65 > \$ 9/31/2023 3/31/2024 \$ 88.06 0.0% \$ \$ 9/31/2024 3/31/2024 \$ 88.06 0.0% \$ \$ 9/31/2023 3/31/2024 \$ 9/31/2023 \$ 3/31/2024 \$ 9/31/2024 \$ 9/31/2024 \$ 9/31/2024 \$ 9/31/2024 \$ 9/31/2024 \$ 9/31/2024 \$	Engineer 2	180	\$ 150.00	0	\$ 15	0.00	0	\$ 150.00	180	\$ 26,999.93	4/1/2022	- 3/31/2023	\$	58.00	0.0%	\$ 49.01	- \$	66.00
ngineer 3 272 \$ 228.80 0 \$ 228.80 0 \$ 228.80 272 \$ 62,233.19 4/1/2023 > 3/31/2024 \$ 88.46 4.0% \$ 68.65 \$ 91.52 project Engineer 376 \$ 250.00 0 \$ 250.00 0 \$ 250.00 376 \$ 93,999.43 4/1/2023 3/31/2024 \$ 98.66 0.0% \$ 91.52 project Engineer 376 \$ 250.00 0 \$ 250.00 376 \$ 93,999.43 4/1/2023 3/31/2024 \$ 91.62 4.0% \$ 91.52 \$ 100.00 project Engineer 176 \$ 270.00 0 \$ 260.00 376 \$ 97,759.40 4/1/2023 3/31/2024 \$ 104.39 0.0% \$ 91.53 \$ 110.00 project Digineer 126 \$ 270.00 0 \$ 270.00 156 \$ 43.804.68 4/1/2023 3/31/2024 \$ 104.39 0.0% \$ 110.01 \$ 110.00 principal Engineer 12 \$ 315.00 0 \$ 315.00 0 \$ 315.00 2 3/31/2024 \$ 108.57 4.0%	Eligineel 2	160	\$ 156.00	0	\$ 15	6.00	0	\$ 156.00	160	\$ 24,959.93	4/1/2023	- 3/31/2024	\$	60.31	4.0%	\$ 50.97	- \$	68.64
272 5 228.80 0 \$ 228.80 0 \$ 228.80 0 \$ 228.80 272 \$ 62,233.19 1/1/(2023 3/31/2024 \$ 88.46 4.0% \$ 68.65 \$ 9.152 project Engineer 376 \$ 250.00 0 \$ 250.00 376 \$ 93/1/2024 \$ 88.46 4.0% \$ 91.52 project Engineer 376 \$ 260.00 0 \$ 260.00 376 \$ 93/1/2024 \$ 100.52 4.0% \$ 91.53 \$ 91.52 ienor Engineer 176 \$ 270.00 0 \$ 270.00 176 \$ 47.519.87 4/1/2023 3/31/2024 \$ 100.01 \$ \$ 104.00 ienor Engineer 176 \$ 270.00 0 \$ 280.80 156 \$ 43.84.68 4/1/2023 3/31/2024 \$ 108.37 4.0%	Engineer 2	306	\$ 220.00	0	\$ 22	0.00	0	\$ 220.00	306	\$ 67,319.56	4/1/2022	- 3/31/2023	\$	85.06	0.0%	\$ 66.01	- \$	88.00
Troject trigineer 376 \$ 260.00 0 \$ 260.00 376 \$ 97,759.40 4/1/2023 3/31/2024 \$ 100.52 4.0% \$ 91.53 \$ \$ 104.00 enior Engineer 176 \$ 270.00 0 \$ 270.00 0 \$ 270.00 176 \$ 47/519.87 4/1/2023 \$ 3/31/2024 \$ 100.52 4.0% \$ 91.53 \$ \$ 104.00 ienior Engineer 176 \$ 270.00 0 \$ 270.00 \$ 270.00 \$ \$ 270.00 176 \$ 47,519.87 4/1/2023 \$ 3/31/2024 \$ 100.40 \$ \$ 100.01 \$ \$ \$ 110.00 rincipal Engineer 12 \$ 315.00 0 \$ 315.00 0 \$ 315.00 12 \$ 3,780.01 4/1/2023 \$ 3/31/2024 \$ 121.79 0.0% \$ 114.40 \$ 144.00 rincipal Engineer 12 \$ 37.60 0 \$ 327.60 0 \$ 327.60 12 \$ 3,781.21 4/1/2023 \$ 3/31/2024 \$ 121.79 0.0% \$ 114.41 \$ 145.60 virgict Director 41 \$ 400.00 0 \$ 400.00	Lingineer 5	272	\$ 228.80	0	\$ 22	8.80	0	\$ 228.80	272	\$ 62,233.19	4/1/2023	- 3/31/2024	\$	88.46	4.0%	\$ 68.65	- \$	91.52
376 5 260.00 0 \$ 260.00 0 \$ 260.00 376 \$ 97759.40 4/1/2023 3/31/2024 \$ 100.05 4.0% \$ 91.53 \$ 104.00 benior Engineer 176 \$ 270.00 0 \$ 270.00 0 \$ 270.00 176 \$ 47/59.87 4/1/2023 \$ 3/31/2024 \$ 100.05 4.0% \$ 91.53 \$ \$ 104.00 benior Engineer 156 \$ 270.00 0 \$ 270.00 0 \$ 375.00 176 \$ 47/519.87 4/1/2023 3/31/2024 \$ 10.0% \$ 10.00 benior Engineer 12 \$ 315.00 0 \$ 315.00 12 \$ 3,780.01 4/1/2023 3/31/2024 \$ 126.66 4.0% \$ 140.00 principal Engineer 12 \$ 3737.00 \$ 377.60 \$	Broject Engineer	376	\$ 250.00	0	\$ 25	0.00	0	\$ 250.00	376	\$ 93,999.43	4/1/2022	- 3/31/2023	\$	96.66	0.0%	\$ 88.01	- \$	\$ 100.00
Jenior Engineer 156 \$ 280.80 0 \$ 280.80 0 \$ 280.80 156 \$ 43,804.68 4/1/2023 - 3/31/2024 \$ 108.57 4.0% \$ 104.01 - \$ 114.40 Principal Engineer 12 \$ 315.00 0 \$ 315.00 0 \$ 315.00 12 \$ 3,780.01 4/1/2023 3/31/2023 \$ 121.79 0.0% \$ 1104.01 \$ \$ 14.00 12 \$ 327.60 0 \$ 327.60 0 \$ 327.60 12 \$ 3,931.21 4/1/2023 3/31/2024 \$ 164.06 4.0% \$ 144.00 \$ \$ 144.00 \$ \$ 144.00 \$ \$ 144.00 \$ \$ 144.00 \$ \$ 144.00 \$ \$ 144.00 \$ \$ 144.00 \$ \$ 144.00 \$ \$ 144.00 \$ \$ 145.60 \$ \$ 145.60 \$ 145.60 \$ 145.60 \$ 145.60 \$ 145.60 \$ 145.60 \$ 145.60 \$ 145.60 \$ 31/1/2024 \$ 3/31/2024 \$ 160.84 4.0% \$ 145.60 \$ 170.00 \$ 145.60 \$ 145.60 \$ 147.00 \$ 3/31/2024 \$ 160.84 4.0% \$ 145.60 \$ 170.80 \$ 170.80 \$ 170.80 \$ 170.80	Froject Engineer	376	\$ 260.00	0	\$ 26	0.00	0	\$ 260.00	376	\$ 97,759.40	4/1/2023	- 3/31/2024	\$ 1	00.52	4.0%	\$ 91.53	- \$	104.00
156 \$ 280.80 0 \$ 280.80 156 \$ 43,804.86 4/1/2023 3/31/2024 \$ 168.57 4.0% \$ 104.01 \$ \$ 114.40 principal Engineer 12 \$ 315.00 0 \$ 315.00 0 \$ 315.00 12 \$ 3,780.01 4/1/2023 \$ 3/31/2024 \$ 108.57 4.0% \$ 114.40 \$ principal Engineer 12 \$ 315.00 0 \$ 315.00 12 \$ 3,780.01 4/1/2023 \$ 3/31/2024 \$ 128.57 4.0% \$ 140.00 \$ \$ 3/31.00 \$ \$ 3/31/2024 \$ 128.57 4.0% \$ 141.40 \$ \$ 140.00 \$ \$ 3/31/2024 \$ 3/31/2024 \$ 128.56 4.0% \$ 144.41 \$ \$ 145.60 project Director 9 \$ 41.600	Sonior Engineer	176	\$ 270.00	0	\$ 27	0.00	0	\$ 270.00	176	\$ 47,519.87	4/1/2022	- 3/31/2023	\$ 1	04.39	0.0%	\$ 100.01	- \$	110.00
Image 12 \$ 327.60 0 \$ 327.60 0 \$ 327.60 12 \$ 3,931.21 4/1/2023 - 3/31/2024 \$ 126.66 4.0% \$ 114.41 - \$ 145.60 Project Director 41 \$ 400.00 0 \$ 400.00 0 \$ 400.00 41 \$ 16,400.13 4/1/2022 - 3/31/2024 \$ 126.66 4.0% \$ 14.41 - \$ 170.00 Project Director 9 \$ 416.00 0 \$ 416.00 9 \$ 3,744.03 4/1/2023 - 3/31/2024 \$ 160.84 4.0% \$ 145.61 - \$ 170.00	Senior Engineer	156	\$ 280.80	0	\$ 28	0.80	0	\$ 280.80	156	\$ 43,804.68	4/1/2023	- 3/31/2024	\$ 1	08.57	4.0%	\$ 104.01	- \$	5 114.40
12 5 327.60 0 \$ 327.60 0 \$ 327.60 12 \$ 3,931.21 4/1/2023 3/31/2024 \$ 12.66 4.0% \$ 114.51 > 145.60 0.0% \$ 145.60 13 4/1/2023 3/31/2024 \$ 12.66 4.0% \$ 114.51 > 145.60 0.0% \$ 10.0% 10.0% 10.0% 10.0% 10.0% 10.0% 10.0% 10.0% 10.0% 10.0% 10.0% 10.0% 10.0% 10.0%	Dringing Engineer	12	\$ 315.00	0	\$ 33	5.00	0	\$ 315.00	12	\$ 3,780.01	4/1/2022	- 3/31/2023	\$ 1	21.79	0.0%	\$ 110.01	- \$	140.00
roject Director 9 \$ 416.00 0 \$ 416.00 0 \$ 416.00 9 \$ 3,744.03 4/1/2023 - 3/31/2024 \$ 160.84 4.0% \$ 145.61 - \$ 176.80	Principal Engineer	12	\$ 327.60	0	\$ 32	7.60	0	\$ 327.60	12	\$ 3,931.21	4/1/2023	- 3/31/2024	\$ 1	26.66	4.0%	\$ 114.41	- \$	145.60
9 \$ 416.00 0 \$ 416.00 0 \$ 416.00 9 \$ 3,744.03 4/1/2023 - 3/31/2024 \$ 160.84 4.0% \$ 145.61 \$ 176.80	Draiast Director	41	\$ 400.00	0	\$ 40	00.00	0	\$ 400.00	41	\$ 16,400.13	4/1/2022	- 3/31/2023	\$ 1	54.66	0.0%	\$ 140.01	- \$	5 170.00
abor Total 4166 \$ 975,309.64	rioject Director	9	\$ 416.00	0	\$ 43	6.00	0	\$ 416.00	9	\$ 3,744.03	4/1/2023	- 3/31/2024	\$ 1	60.84	4.0%	\$ 145.61	- \$	176.80
	Labor Total								4166	\$ 975,309.64								
							-	 		-		-						

0

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HNTB Corporation - (Smart County Master Plan)

309.66 249.95

259.95

216.85

225.52

124.98

129.97

1. Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.

0

0

0

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0

0

309.66 249.95

259.95

216.85

225.52

124.98

129.97

2. Billing rate = actual hourly rate *(1+ICR) * (1+FEE). Agreed upon billing rates are not adjustable for the term of contract. 3. For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Consultant or Subconsultant

Richard Shinn, Technology Lead

Monica Castellanos, Operations

Alex Kavanagh, Architecture Lead

Kevin Tyler, Project Accountant

Lead

Note: Denote all employees subject to prevailing wage with an asterisks (*)

166

376

266

92

50

36

36

\$

For "Other Direct Costs" listing, see page 2 of the Exhibit

5/12/2022 Date

- 5

\$

9.d

Specific Rate of Compensation (use for on call or As- Needed contracts)

(Construction Engineering and Inspection Contracts)

Consultant

HNTB Corporation

Contract No. 22-1002761

Date 5/12/2022

SCHEDULE OF OTHER DIRECT COST ITEMS				
Description of Items	Unit	Un	it Cost	Total
A. Airfare - CMH to ONT round trip	8	\$	750.00	\$ 6,000.00
B. Airfare - OAK to ONT round trip	4	\$	250.00	\$ 1,000.00
C. Hotel - San Bernardino (per night)	24	\$	160.00	\$ 3,840.00
D. Rental Car - ONT (per day)	36	\$	75.00	\$ 2,700.00
E. Meals/Incidentals - San Bernardino (per day)	36	\$	64.00	\$ 2,304.00
F. IRS Mileage rate	1000	\$	0.585	\$ 585.00
G. Tolls/Parking (at cost)	50	\$	30.00	\$ 1,500.00
H. Taxi/TNC (Lyft, Uber, etc.)	50	\$	25.00	\$ 1,250.00
I. Postage/Courier	50	\$	12.00	\$ 600.00
J. Printing (11x8.5 - BW)	500	\$	0.05	\$ 25.00
K. Printing (11x17 - BW)	500	\$	0.10	\$ 50.00
L. Printing (11x8.5 - Color)	200	\$	0.28	\$ 56.00
M. Printing (11x17 - Color)	100	\$	0.56	\$ 56.00
TOTAL ODC's =				\$ 19,966.00

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.

2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.

3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in overhead rate.

4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice)

5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct costs.

6. Travel related costs should be pre-approved by the contracting agency. The rates should not exceed the State Department of Personnel Administration (DPA) requirements.

7. If mileage is claimed, the rate should be supported by the consultants calculation of their actual costs for company vehicles. In addition, the claimed should be supported by mileage logs.

8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedures for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

Minute Action

AGENDA ITEM: 10

Date: September 7, 2022

Subject:

Award Design Services Contract No. 22-1002727 for State Route 210 at Waterman Avenue Interchange Project

Recommendation:

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

A. Award Contract No. 22-1002727 to EXP U.S. Services Inc., for \$644,666.32, for Project Approval, and Plans, Specifications and Estimates Design Services for the State Route 210 at Waterman Avenue Interchange Project (Project).

B. Approve a contingency budget of \$64,466.63 for Contract No. 22-1002727, which would be released by the Department Director by contract amendment for scope of work within the original contract for elements that may arise during Project execution.

Background:

The State Route 210 (SR 210) at Waterman Avenue Interchange Project (Project) holds position No. 17 on the Measure I Valley Freeway Interchange Program priority list.

The Project will improve traffic operations and local circulation at the SR 210/Waterman Avenue intersection with East 30th Street and the eastbound SR 210 entrance ramp. The eastbound on-ramp will be widened to two lanes and the one southbound and northbound through lane will be converted into left-turn lanes.

In January 2022, San Bernardino County Transportation Authority (SBCTA) entered into an agreement with the City of San Bernardino (City) to initiate the Project and define roles and responsibilities. On March 2, 2022, the Board approved the release of Request for Proposals (RFP) No. 22-1002727 for the Project.

On March 8, 2022, RFP No. 22-1002727 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 Procurement and Special Risk Assessment Policy No. 11000. The solicitation was sent electronically to approximately 1,172 firms and consultants registered on PlanetBids. Of the 1,172 firms notified, 72 firms downloaded the RFP.

On March 24, 2022, Addendum No. 1 was released to provide a Pre-Proposal Attendees List. On April 4, 2022, Addendum No. 2 was released to provide SBCTA's responses to questions submitted as detailed in the RFP. Addendum No. 3 was issued on April 21, 2022, extending the proposal due date and revising insurance requirements.

On April 28, 2022, SBCTA received two (2) proposals by the date and time specified in the RFP from EXP U.S. Services Inc. and Kleinfelder Construction Services. A responsiveness review was conducted by the Procurement Analyst and found all proposals were in compliance with the requirements and specifications outlined in the RFP. The Evaluation Committee was comprised of staff from SBCTA and the City of San Bernardino Engineering 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

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item September 7, 2022 Page 2

May 5, 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 – 40 points, Proposed Staffing and Project Organization – 40 points, and Work Plan – 20 points. The firms were ranked in order of technical merit, and a short-list was developed.

As a result of the scoring, the committee recommends that the contract to perform the scope of work as outlined in RFP No. 22-1002727, be awarded to EXP U.S. 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. 22-1002727 is to provide the final design for widening the eastbound entrance ramp and re-striping of Waterman Avenue from the eastbound ramps to 30th Street. Design services will include the Design Engineering Evaluation Report (DEER)/Environmental Document (ED), Plans, Specifications and Estimate (PS&E), Right-of-Way (ROW) and Construction Support Services for the Project. The result of this work will be a PS&E package that would be ready to advertise for construction.

Staff is recommending approval of Contract No. 22-1002727 with EXP U.S. Services Inc. for \$644,666.32. The contract duration will be three (3) years to provide design support during construction. It is anticipated that construction would start near the end of 2023, and be complete in about one (1) year.

Staff is also recommending approval of a contingency budget of \$64,466.63 for the design contract. This budget would be utilized, if needed, for work identified in the original contract 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 under Task No. 0830 Interchange Projects, Sub-Task No. 0814 SR-210 Waterman Avenue Interchange.

Reviewed By:

This item was reviewed and recommended for approval (20-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on August 11, 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: September 7, 2022

Witnessed By:

			C	ontract S	ummary Sheet			10.a
			Ger	neral Cont	ract Informatio	n		
Contract No:	22-100272	27 Amen	dment No.:					
Contract Class:	Paya	ble	Depar	tment:	Proje	ect Delivery		
Vendor No.:	03441	Vend	dor Name: <u>I</u>	EXP U.S. S	ERVICES, INC.			
Description:	SR 210 Wat	erman Desig	gn Contract					
List Any Related Cor	ntract Nos.:					22-1002720		
-				Dolla	r Amount			
Original Contract		\$	64		Original Contin	gency	\$	64,466.6
Prior Amendments		\$		-	Prior Amendme	ents	\$	-
Prior Contingency R	eleased	\$		-	Prior Continger	ncy Released (-)	\$	-
Current Amendmen	t	\$		-	Current Amend	Iment	\$	-
Total/Revised Cont	ract Value	\$	64	4,666.32	Total Continge	ncy Value	\$	64,466.6
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Auditional Notes.								

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CONTRACT No. 22-1002727

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

EXP U.S. SERVICES INC.

FOR

STATE ROUTE 210/WATERMAN AVENUE INTERCHANGE DESIGN ENGINEERING EVALUATION REPORT (DEER)/ ENVIRONMENTAL DOCUMENT (ED), PLANS, SPECIFICATIONS AND ESTIMATE (PS&E), RIGHT-OF-WAY (ROW) AND CONSTRUCTION SUPPORT PROFESSIONAL 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 EXP U.S. Services Inc. ("CONSULTANT"), whose address is: 451 East Vanderbuilt Way, Suite 375, San Bernardino, CA 92408. SBCTA and CONSULTANT are each a "Party" and collectively the "Parties".

RECITALS:

WHEREAS, SBCTA requires Work as described in Exhibit A of this Contract; and

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

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

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. INTRODUCTION

- 1.1 The work to be performed under this Contract is described in Exhibit A, entitled "Scope of Work", and the CONSULTANT's Approved Cost Proposal dated 05/20/2022 (Exhibit B). If there is any conflict between the Approved Cost Proposal and the Contract Articles, the Contract Articles take precedence.
- 1.2 CONSULTANT agrees to indemnify and hold harmless SBCTA, its officers, agents and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of the CONSULTANT. CONSULTANT will reimburse SBCTA for any expenditure, including reasonable attorney fees, incurred by SBCTA in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of the CONSULTANT.
- 1.3 CONSULTANT and the agents and employees of CONSULTANT, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of SBCTA.
- 1.4 Without the written consent of SBCTA, this Contract is not assignable by CONSULTANT, either in whole or in part.
- 1.5 No alteration or variations of the terms of this Contract shall be valid unless made in writing and signed by the Parties hereto; and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- 1.6 The consideration to be paid to CONSULTANT as provided herein shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
- 1.7 The Project Manager for this Contract is Juan Lizarde, or such other designee as shall be designated in written notice to CONSULTANT from time to time by the Department Director of SBCTA or his or her designee. The Project Manager shall have authority to act on behalf of SBCTA in administering this Contract, including giving notices (including without limitation, notices of default and/or termination), technical directions and approvals, demanding performance and accepting work performed, but is not authorized to receive or issue payments or execute amendments to the Contract itself.

ARTICLE 2. PROJECT DESCRIPTION/SCOPE OF WORK

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

10.b

CONSULTANT hereunder; and the Work performed hereunder shall be completed to the satisfaction of SBCTA, with their satisfaction being based on prevailing applicable professional standards.

ARTICLE 3. CONSULTANT'S REPORTS OR MEETINGS

- 3.1 CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for SBCTA to determine if CONSULTANT is performing to expectations and is on schedule, to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- 3.2 CONSULTANT's Project Manager shall meet with SBCTA, as needed, to discuss progress on the Contract.

ARTICLE 4. PERFORMANCE PERIOD

- 4.1 Contingent upon approval by SBCTA's Awarding Authority in accordance with Article 54, below, CONSULTANT shall commence work after written notification to proceed by SBCTA's Procurement Analyst. The Contract shall end on July 31, 2025, unless extended by written amendment.
- 4.2 CONSULTANT is advised that any recommendation for contract award is not binding on SBCTA until the Contract is fully executed and approved by SBCTA's Awarding Authority.
- 4.3 SBCTA at its sole discretion may extend the original term of the Contract for two oneyear option terms. The maximum term of this Contract, including all option term(s) if exercised, will not exceed July 31, 2027.

ARTICLE 5. ALLOWABLE COSTS AND PAYMENTS

- 5.1 The method of payment for this Contract will be based on actual cost plus fixed fee. SBCTA will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the Work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT's cost proposal, unless additional reimbursement is provide for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds SBCTA's approved overhead rate set forth in the Cost Proposal. In the event, that SBCTA determines that a change to the Work from that specified in the Cost Proposal and Contract is required, the Contract time or actual costs reimbursable by SBCTA shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified herein shall not be exceeded, unless authorized by written amendment.
- 5.2 In addition to the allowable incurred costs, SBCTA will pay CONSULTANT a fixed fee of \$27,598.70. The fixed fee is nonadjustable for the term of the Contract, except

22-1002727

in the event of a significant change in the Scope of Work and such adjustment is made by contract amendment.

- 5.3 Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- 5.4 When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from SBCTA before exceeding such cost estimate.
- 5.5 Progress payments will be made monthly in arrears based on Services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Scope of Work, SBCTA shall have the right to delay payment or terminate this Contract in accordance with the Termination provisions herein.
- 5.6 No payment will be made prior to approval of any Work, nor any Work performed prior to approval of this Contract.
- 5.7 CONSULTANT will be reimbursed as promptly as fiscal procedures will permit upon receipt by SBCTA of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of Work for which CONSULTANT is billing except for the month of June, which will require the invoice to be submitted by July 10th. Invoices shall detail the Work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number. Final invoice must contain the final cost and all credits due SBCTA including any equipment purchased under the provisions of this Contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's Work. Invoices should be e-mailed to SBCTA at the following address:

ap@gosbcta.com

For large files over 30 megabytes, invoices can be submitted using this link: <u>https://sanbag-lfweb.sanbag.ca.gov/Forms/Invoice-submission</u>

- 5.8 CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCTA, that CONSULTANT has fully performed the Work invoiced pursuant to this Contract for the period covered, that all information included with the invoice is true and correct, and that all payments to and claims of CONSULTANT and its subconsultants for Work during the period will be satisfied upon the making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.
- 5.9 The total amount payable by SBCTA to CONSULTANT including the fixed fee shall not exceed \$644,666.32.
- 5.10 Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by SBCTA. For personnel

subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

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

ARTICLE 6. TERMINATION

- 6.1 <u>Termination for Convenience</u> SBCTA's Executive Director shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of Work and shall preserve Work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.
 - 6.1.1 CONSULTANT shall deliver to SBCTA all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.
 - 6.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
 - 6.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.
- 6.2 <u>Termination for Cause</u>
 - 6.2.1 In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed against CONSULTANT or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its subconsultants related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SBCTA, SBCTA may

take possession of the products and finished Work by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT of the same or any other provision, nor be deemed to waive, amend, or modify this Contract.

- 6.2.2 CONSULTANT shall deliver to SBCTA all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA within ten (10) working days of said notice.
- 6.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONSULTANT be entitled to any payment for prospective profits or any damages because of such termination.
 - 6.3.1 All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE 7. FUNDING REQUIREMENTS

- 7.1 It is mutually understood between the Parties that this Contract may have been written before ascertaining the availability of funds or appropriation of funds for the mutual benefit of both Parties, in order to avoid program or fiscal delays that would occur if the Contract were executed after that determination was made.
- 7.2 This Contract is valid and enforceable only if sufficient funds are made available to SBCTA for the purpose of this Contract. In addition, this Contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by Congress, State Legislature, or SBCTA governing board that may affect the provisions, terms, or funding of this Contract in any manner.
- 7.3 It is mutually agreed that if sufficient funds are not appropriated, this Contract may be amended to reflect any reduction in funds.
- 7.4 SBCTA has the option to void the Contract under the 30-day cancellation clause, or by mutual agreement to amend the Contract to reflect any reduction of funds.

ARTICLE 8. CHANGE IN TERMS

- 8.1 This Contract may be amended or modified only by mutual written agreement of the Parties.
- 8.2 CONSULTANT shall only commence Work covered by an amendment after the amendment is executed and the NTP has been provided by SBCTA's Procurement Analyst.
- 8.3 There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved cost proposal, which is part of this Contract without prior written approval of SBCTA.

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ARTICLE 9. DISADVANTAGED BUSINESS ENTERPRISE

Intentionally Omitted

ARTICLE 10. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

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

ARTICLE 11. CONTINGENT FEE

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

ARTICLE 12. RETENTION OF RECORDS/AUDIT

12.1 For the purpose of determining compliance with Public Contract Code section 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Contract pursuant to Government Code section 8546.7; CONSULTANT, and sub-consultants shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Contract, including but not to, the costs of administering the Contract. All Parties shall make such materials available at their respective offices at all reasonable times during the Contract period and for three years from the date of final payment under the Contract. The state, State Auditor, SBCTA, Federal Highway Administration, or any other duly authorized representative of the SBCTA shall have access to any books, records, and documents of CONSULTANT that are pertinent to the Contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

12.2 Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE 13. DISPUTES

- 13.1 Any dispute, other than audit, concerning a question of fact arising under this Contract that is not disposed of by agreement shall be decided by a committee consisting of SBCTA's Procurement Manager and SBCTA's Executive Director, who may consider written or verbal information submitted by CONSULTANT.
- 13.2 Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by SBCTA's Executive Director, of unresolved claims, disputes, other than audit. The request for review will be submitted in writing.
- 13.3 Neither the pendency of a dispute nor its consideration by SBCTA's Executive Director, will excuse CONSULTANT from full and timely performance in accordance with the terms of this Contract.

ARTICLE 14. AUDIT REVIEW PROCEDURES

- 14.1 Any dispute concerning a question of fact arising under an interim or post audit of this Contract that is not disposed of by agreement shall bereviewed by SBCTA's Chief Financial Officer.
- 14.2 Not later than 30 days after issuance of final audit report, CONSULTANT may request a review by SBCTA's Chief Financial Officer of unresolved audit issues. The request for review must be submitted in writing.
- 14.3 Neither the pendency of a dispute nor its consideration by SBCTA will excuse CONSULTANT from full and timely performance in accordance with the terms of this Contract.

ARTICLE 15. SUBCONTRACTING

- 15.1 Nothing contained in this Contract or otherwise shall create any contractual relation between SBCTA and any sub-consultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be fully responsible to SBCTA for the acts and omissions of its sub-consultant(s) and of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its sub-consultant(s) is independent of SBCTA's obligation to make payments to the CONSULTANT.
- 15.2 CONSULTANT shall perform the Work contemplated with resources available within its own organization, and no portion of the Work pertinent to this Contract shall be subcontracted without prior written authorization by SBCTA, except that which is expressly identified in the approved Cost Proposal.
- 15.3 CONSULTANT shall pay its sub-consultant(s) within ten (10) calendar days from receipt of each payment made to CONSULTANT by SBCTA.

- 15.4 Any subcontract in excess of \$25,000 entered into as a result of this Contract shall contain all the provisions stipulated in this Contract to be applicable to sub-consultants.
- 15.5 Any substitution of sub-consultants must be approved in writing by SBCTA prior to the start of Work by the sub-consultant.

ARTICLE 16. EQUIPMENT PURCHASE

- 16.1. Prior authorization in writing by SBCTA shall be required before CONSULTANT enters into any unbudgeted purchase order or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- 16.2. When seeking SBCTA's prior written authorization for purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000, CONSULTANT must submit three competitive quotations with the request, or the absence of bidding must be adequately justified.
- 16.3. Any equipment purchased as a result of this Contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of\$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, SBCTA shall receive a proper refund or credit at the conclusion of the Contract, or if the Contract is terminated, CONSULTANT may either keep the equipment and credit SBCTA inan amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established SBCTA procedures, and credit SBCTA in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to SBCTA and CONSULTANT. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by SBCTA."
- 16.4 All subcontracts in excess \$25,000 shall contain the above provisions.

ARTICLE 17. INSPECTION OF WORK

CONSULTANT and any sub-consultant shall permit SBCTA and the State, to review and inspect the project activities and files at all reasonable times during the performance period of this Contract including review and inspection on a daily basis.

ARTICLE 18. SAFETY

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

- 18.2 Pursuant to the authority contained in Section 591 of the Vehicle Code, SBCTA has determined that such areas are within the limits of the Project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- 18.3 Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- 18.4 CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

ARTICLE 19. INSURANCE

19.1 Prior to commencing the Work, subject to the provisions of Article 19.2 "General Provisions", and at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT and all sub-consultants of every tier performing any Work under this contract shall, at CONSULTANT's and sub-consultant's sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:

19.1.1 Professional Liability. The policies must include the following:

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

- 19.1.2 <u>Worker's Compensation/Employer's Liability</u>. 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 sub- consultant of any tier. All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONSULTANT and all parties named as Indemnitees below. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

- 19.1.3 Commercial General Liability. The policy must include the following:
 - Consultant shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than \$7,000,000 each occurrence.
 - The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
 - o \$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.

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

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

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

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

- 19.1.5 <u>Commercial Auto.</u> 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).
 - Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
 - Combined Bodily Injury and Property Damage Liability insurance

The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

- 19.1.6 <u>Pollution Liability</u> 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:
 - \$3,000,000 per claim or occurrence limits/\$6,000,000 in the aggregate
- 19.1.7 Technology Liability Cyber Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$1,000,000 per occurrence.
 - Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security.
 - The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
 - The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA in the care, custody, or control of the CONSULTANT. If not covered under the CONSULTANT's liability policy, such "property" coverage of SBCTA may be endorsed onto the CONSULTANT's Cyber Liability Policy as covered property as follows:

• Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA that will be in the care, custody, or control of CONSULTANT.

19.1.8 Railroad Protective Liability The policy must include the following:

- Should the CONSULTANT need to perform activities in a railroad right-ofway, SBCTA's Risk Manager and/or a railroad operator may require CONSULTANT to provide Railroad Protective Liability.
- In such a case, the policy shall be in amounts and coverages and from issuers, acceptable to SBCTA's Risk Manager in his/her sole discretion.
- Depending on facts and circumstances, and the terms and conditions of the policy involved, SBCTA's Risk Manager may choose to find that the CONSULTANT satisfactorily meets this requirement by obtaining one of the following: a) an acceptable Railroad Protective Liability specific policy; b) a waiver of any railroad liability exclusion from the CONSULTANT's existing general liability policy; or c) acceptable general liability insurance without a railroad exclusion.

19.2 <u>General Provisions</u>

- 19.2.1 <u>Qualifications of Insurance Carriers</u> 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.
- 19.2.2 <u>No Representations or Warranties</u> SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONSULTANT against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.
- 19.2.3 <u>Additional Insured Coverage.</u> All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name San Bernardino County Transportation Authority (SBCTA), California Department of Transportation (Caltrans), City of San Bernardino, and their officers, directors, members, employees and agents, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the

CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA, Caltrans and City of San Bernardino to vicarious liability but shall allow coverage for SBCTA, Caltrans and City of San Bernardino to the full extent provided by the policy.

- 19.2.4 <u>Proof of Coverage.</u> Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.
- 19.2.5 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self- insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-contractor to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. Without SBCTA's Risk Manager's expressed written approval no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The CONSULTANT's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any CONSULTANT's deductible or SIR.

- 19.2.6 <u>CONSULTANT's and Sub-consultants' Insurance will be Primary.</u> All policies required to be maintained by the CONSULTANT or any sub-consultant 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 sub-consultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 19.2.7 <u>Waiver of Subrogation Rights.</u> 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, sub-consultant or sub- sub-consultant performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.
- 19.2.8 <u>Cancellation</u>. 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.
- 19.2.9 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and

responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any sub-consultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

- 19.2.10<u>No Waiver</u>. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 19.2.11Non-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 projectspecific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Sub-contractor. The CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.
- 19.2.12<u>Review of Coverage.</u> 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.

- 19.2.13<u>Sub-consultant Insurance.</u> Insurance required of the CONSULTANT shall be also provided by sub-consultants or by CONSULTANT on behalf of all sub-consultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by sub-consultants to be proportionate to the amount of the sub-consultant'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 sub-consultant.
- 19.2.14<u>Higher limits</u>. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.
- 19.2.15<u>Special Risks or Circumstances</u>. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- 19.2.16 <u>Project Specific Insurance</u>. 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 20. INDEMNITY

- 20.1 To the extent, but only to the extent, that CONSULTANT's Work falls within the scope of Civil Code Section 2782.8, the following indemnification is applicable: CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by SBCTA), SBCTA, Caltrans and City of San Bernardino and their officers, employees, agents and volunteers from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of the design professional to the maximum extent permitted by Civil Code Section 2872.8.
- 20.2 For all other Work and obligations under this Contract, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold

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harmless SBCTA, and its officers, employees, agents and volunteers ("Indemnitees") from any and all claims, actions, losses, damages and/or liability (Claims) arising out of or related to any act or omission of CONSULTANT or any of its officers, employees, agents, sub-consultants 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 21. OWNERSHIP OF DATA

- 21.1 Upon completion of all Work under this Contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this Contract will automatically be vested in SBCTA, and no further agreement will be necessary to transfer ownership to SBCTA. CONSULTANT shall furnish SBCTA all necessary copies as needed to complete the review and approval process.
- 21.2 It is understood and agreed that all calculations, drawings and specifications, whether inhard copy or machine-readable form, are intended for one-time use in the construction of the project for which this Contract has been entered into.
- 21.3 CONSULTANT is not liable for claims, liabilities, or losses arising out of or connected with the modification or misuse by SBCTA of the machine-readable information and date provided by CONSULTANT under this Contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of or connected with any use by SBCTA of the project documentation for other projects or additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- 21.4 Applicable patent rights provisions regarding rights to inventions shall be included in the Contract as appropriate (48 CFR 27, subpart 27.3).
- 21.5 SBCTA may permit copyrighting reports or other agreement products. If copyrights are permitted, the Contract shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.
- 21.6 Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.

ARTICLE 22. CLAIMS FILED BY SBCTA'S CONSTRUCTION CONTRACTOR

- 22.1 If claims are filed by SBCTA's construction contractor relating to Work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims, CONSULTANT agrees to make its personnel available for consultation with SBCTA and legal staff, and for testimony, if necessary, at depositions, administrative proceedings, trial or arbitration proceedings.
- 22.2 CONSULTANT's personnel that SBCTA considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from SBCTA. Consultation or testimony will be reimbursed at the same rates, including travel costs, that are being paid for the CONSULTANT's personnel services under this Contract.
- 22.3 Services of the CONSULTANT's personnel in connection with SBCTA's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Contract in order to resolve the construction claims.
- 22.4 Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.

ARTICLE 23. CONFIDENTIALITY OF DATA

- 23.1 All financial, statistical, personal, technical, or other data and information relative to SBCTA's operations which are designated confidential by SBCTA and made available to CONSULTANT in order to carry out this Contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- 23.2 Neither permission to disclose information on one occasion, nor public hearing held by SBCTA relating to the Contract shall authorize CONSULTANT to further disclose such information or disseminate the same on any other occasion.
- 23.3 CONSULTANT shall not comment publicly to the press or any other media, including social media, regarding the Contract or SBCTA's actions on the same, except to SBCTA's staff, CONSULTANT's own personnel involved in the performance of this Contract, at public hearings, or in response to questions from a SBCTA Board Committee or other public meeting approved by SBCTA.
- 23.4 CONSULTANT shall not issue any news release or public relations item of any nature whatsoever regarding Work performed or to be performed under this Contract without first obtaining SBCTA's review and written permission.
- 23.5 Any SBCTA communications or materials to which CONSULTANT or its subconsultants or agents have access and materials prepared by CONSULTANT under the terms of this Contract shall be held in confidence by CONSULTANT, who shall exercise reasonable precautions to prevent the disclosure of confidential information

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to anyone except as expressly authorized by SBCTA. Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine, and shall be confidential. CONSULTANT shall not release any reports, information or promotional material or allow for the use of any photos related to this Contract for any purpose without prior written approval of SBCTA.

- 23.6 Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- 23.7 CONSULTANT, its employees, agents and sub-consultants 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.
- 23.8 All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than SBCTA.

ARTICLE 24. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding twoyear period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE 25. EVALUATION OF CONSULTANT

CONSULTANT's performance may be evaluated by SBCTA. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation and any comments submitted shall be retained as part of the Contract file. This information may be used when evaluating the firm on future proposal submittals.

ARTICLE 26. RETENTION OF FUNDS

- 26.1 Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- 26.2 No retainage will be withheld by SBCTA from progress payments due the CONSULTANT. Retainage by the CONSULTANT or sub-consultants is prohibited, and no retainage will be held by CONSULTANT from progress payments due sub-consultants. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or sub-consultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT or deficient sub-consultant performance, or noncompliance by a sub-consultant. This provision applies to both DBE and non-DBE CONSULTANTS and sub-consultants.

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ARTICLE 27. RESPONSIBILITY OF CONSULTANT

- 27.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and the assurance of compliance with all applicable federal, State, and local laws and regulations, and other Work furnished by the CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for design or other standards for Work performance stipulated in the Contract.
- 27.2 In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, CONSULTANT shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the Project and the Work performed by CONSULTANT within the areas of CONSULTANT's expertise. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impact on adjacent properties, public safety, and environmental considerations. At any time during performance of the Scope of Work, should CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties, which could pose potential risk to SBCTA or the Project. CONSULTANT shall immediately document such matters and notify SBCTA in writing. CONSULTANT shall also similarly notify SBCTA as to the possibility of any natural catastrophe, potential failure, or any situation that exceeds environmental, design, and/or construction assumptions and could precipitate a failure of any structure or other part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which enables SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.
- 27.3 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.
- 27.4 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.
- 27.5 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.
- 27.6 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.

ARTICLE 28. TECHNICAL DIRECTION

- 28.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager, who will be identified in writing to CONSULTANT upon issuance of the NTP and/or subsequently by written notice during the Contract. The term "Technical Direction" is defined to include, without limitation:
 - 28.1.1 Directions to CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Work.
 - 28.1.2 Provision of written information to CONSULTANT which assists in the interpretation of drawings, reports, or technical portions of the Scope of Work described herein.
 - 28.1.3 Review and, where required by the Contract, approval of technical reports, drawings, specifications and technical information to be delivered by CONSULTANT to SBCTA under the Contract.
 - 28.1.4 SBCTA may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications as defined herein are limited to: substitutions of personnel identified in this Contract, including Key Personnel and project personnel and sub-consultants; modifications to hourly rates, classifications, and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All administrative modifications shall be documented in writing between the Parties.
- 28.2 Technical Direction must be within the Scope of Work under this Contract. SBCTA's Project Manager does not have the authority to, and may not, issue any Technical Direction which:
 - 28.2.1 Increases or decreases the Scope of Work;
 - 28.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;
 - 28.2.3 In any manner causes an increase or decrease in the Contract price as identified in this Contract, or the time required for Contract performance unless expressly authorized by SBCTA policy;
 - 28.2.4 Changes any of the expressed terms, conditions or specifications of the Contract, unless identified herein;
 - 28.2.5 Interferes with the CONSULTANT's right to perform the terms and conditions of the Contract; or
 - 28.2.6 Approves any demand or claim for additional payment.

- 28.3 Failure of CONSULTANT and 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.
- 28.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.
- 28.5 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 27.2.1 through 27.2.6, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from the CONSULTANT, SBCTA shall:
 - 28.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of the CONSULTANT's letter that the Technical Direction is or is not within the scope of this Contract.
 - 28.5.2 Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

ARTICLE 29. KEY PERSONNEL

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

Na	Job Classification/Function
Syed Raza, PE	Project Manager
Christine Brown, PE	Roadway Design
Mitsuru Tanaka, PTOE	Traffic Analysis & Design

ARTICLE 30. REPRESENTATIONS

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

ARTICLE 31. TAXES, DUTIES AND FEES

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

ARTICLE 32. PERMITS AND LICENSES

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

ARTICLE 33. STATEMENT OF COMPLIANCE

- 33.1 CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and 2 California Code of Regulations Section 8103.
- During the performance of this Contract, CONSULTANT and its sub-consultants shall 33.2 not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation or military or veteran status. CONSULTANT and sub-consultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and sub-consultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code \$12900 et seq.) and the applicable regulations promulgated there under (2 California Code of Regulations §§ 7286.0 et seq.). CONSULTANT and subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.33.3. The contractor and all subcontractors shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, the contractor and all subcontractors will ensure their services are consistent with and comply with obligations and procedures outlined in SBCTA's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.

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ARTICLE 34. STATE PREVAILING WAGE RATES

- 34.1 CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code Section 1770, and all Federal, State, and local laws and ordinances applicable to the Work.
- 34.2 Any subcontract entered into as a result of this Contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.
- 34.3 When prevailing wages apply to services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

ARTICLE 35. CONFLICT OF INTEREST

35.1 CONSULTANT shall disclose any financial, business, or other relationship with SBCTA that may have an impact upon the outcome of this Contract, or any ensuing SBCTA construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Contract, or any ensuing SBCTA construction project, which will follow.

CONSULTANT hereby certifies that it does not now have, nor shall it acquire, any financial or business interest that would conflict with the performance of services under this Contract. CONSULTANT agrees that it presently has no interest, financial or otherwise, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Work required under this Contract or be contrary to the interests of SBCTA as to the Project. CONSULTANT further agrees that in the performance of this Contract no person having any such interest shall be employed. CONSULTANT is obligated to fully disclose to SBCTA, in writing, any conflict of interest issues as soon as they are known to CONSULTANT. CONSULTANT agrees that CONSULTANT's staff designated by SBCTA's Executive Director as "Consultants" under the Political Reform Act shall timely file Statements of Economic Interest with the SBCTA Clerk of the Board.

- 35.2 Any subcontract in excess of \$25,000 entered into as a result of this Contract shall contain all of the provisions of this Article.
- 35.3 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 subject to the control of the same persons through joint ownership or otherwise.

35.4 Except for sub-consultants whose services are limited to providing surveying or materials testing information, no sub-consultant 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.

ARTICLE 36. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

ARTICLE 37. NOTIFICATION

All notices hereunder and communications regarding the interpretation of the terms of this Contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

To EXP U.S. SERVICES INC	To SBCTA
451 Vanderbuilt Way, Suite 375	1170 W. 3 rd Street, 2 nd Floor
San Bernardino, CA 92408	San Bernardino, CA 92410-1715
Attn: Syed Raza, PE	Attn: Henry Stultz
	cc: Procurement Manager
Phone: (909) 217-5779	Phone: (909) 884-8276

ARTICLE 38. STOP WORK ORDER

Upon failure of CONSULTANT or its sub-consultants to comply with any of the requirements of this Contract, SBCTA shall have the right to stop any or all Work affected by such failure until such failure is remedied or to terminate this Contract in accordance with "TERMINATION" provision herein.

ARTICLE 39. CLAIMS

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

ARTICLE 40. ERRORS AND OMISSIONS

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

ARTICLE 41. WARRANTY

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

ARTICLE 42. INDEPENDENT CONTRACTOR

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

ARTICLE 43. ATTORNEY'S FEES

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

ARTICLE 44. GOVERNING LAW AND VENUE

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

ARTICLE 45. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 46. PRECEDENCE

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

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

ARTICLE 47. GRATUITIES

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

ARTICLE 48. REVIEW AND ACCEPTANCE

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

ARTICLE 49. DRUG FREE WORKPLACE

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

ARTICLE 50. FORCE MAJEURE

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

ARTICLE 51. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

ARTICLE 52. ENTIRE DOCUMENT

- 52.1 This Contract constitutes the sole and only agreement governing the Work and supersedes any prior or contemporaneous understandings, written or oral, between the Parties respecting the Project. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been expressly incorporated into this Contract.
- 52.2 No agent, official, employee or representative of SBCTA has any authority to bind SBCTA to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.

52.3 Both Parties have been represented or had the full opportunity to be represented by legal counsel of their own choosing in the negotiation and preparation of this Contract. Therefore, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either Party.

ARTICLE 53. CONTRACT

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

ARTICLE 54. EFFECTIVE DATE

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

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

SERVICES INC.	SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
	Ву:
Khalil Saba Vice President	Art Bishop President, Board of Director
	Date:
	APPROVED AS TO FORM
	AFFROVED AS TO FORM
	Ву:
	Juanda L. Daniel Assistant General Counsel
	Date:
	CONCURRENCE
	By: Shaneka Morris Procurement Manager

Attachment: 22-1002727 SR-210 Waterman Ave_Contract without Exhibits (8863 : Award Design Services Contract No. 22-1002727 for State

and year written below.

By:

Date:

EXP U.S. SERVICES INC.

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EXHIBIT A – "SCOPE OF WORK"

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EXHIBIT A - SCOPE OF WORK No. 22-10027274

San Bernardino County Transportation Authority ("SBCTA") is seeking professional services for the Design Engineering Evaluation Report (DEER)/Environmental Document (ED), Plans, Specifications and Estimate (PS&E), Right-of-Way (ROW), and Construction Support for the State Route (SR) 210/Waterman Avenue (SR 18) Interchange Project ("Project") in the City of San Bernardino. SBCTA Sales Tax Measure I Funds, and City Funds may be used to cover the cost of the preparation of the DEER/ED, PS&E, ROW, and Construction phase.

The Project is located along SR 210 at Postmile 24.22, approximately 2.3 miles east of the SR 210/Interstate 215 Interchange. This Project will improve traffic operations and local circulation at the SR 210/Waterman Avenue intersection with East 30th Street and the eastbound SR 210 entrance ramp. The eastbound on-ramp will be widened to two lanes and the one southbound and northbound through lane will be converted into left-turn lanes. The proposed Project is consistent with the Circulation Element of the City of San Bernardino General Plan and would accommodate projected traffic volume through 2050. This will be a phased Project where the California Department of Transportation (Caltrans) will be providing improvements to the westbound off-ramp in a separate project.

Preliminary Engineering Services as part of the preparation of the DEER are anticipated to include preliminary engineering, preparation the Geometric Approval Drawings (GAD), and preparation of various engineering reports. The project will be delivered through the California Department of Transportation (Caltrans) Encroachment Project Processed Enhancements memorandum dated June 12, 2020.

Caltrans will be the lead agency for the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA).

Prior to initiation of the environmental studies, scoping and early analysis of build alternatives and refinement of the purpose and need of the project will be required.

This will be a phased Project where Caltrans will be providing improvements to the westbound offramp in a separate project.

Environmental and the PS&E phase will be prepared concurrently. PS&E services include ROW and construction management support.

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All documents shall be prepared in accordance with current SBCTA, Caltrans, and City of San Bernardino (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 DEER, ED, ROW, and PS&E.
- C. The deliverables list for the DEER, ED 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 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.
- 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.

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- 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. One build and one no-build alternative to be carried forward and evaluated in the DEER and ED to address the operational deficiencies of the Project. Proposed alternative variations to be evaluated during the initial planning and project scoping.
- B. Preparation of the DEER, ED, and PS&E assumes that the alternative selected for the project is consistent with the alternative included in the RFP and the PSR, which maintains the general configuration. This Project will improve traffic operations and local circulation at the SR 210/Waterman Avenue intersection with East 30th Street and the eastbound SR 210 entrance ramp. The eastbound on-ramp will be widened to two lanes and the one southbound and northbound through lane will be converted into left-turn lanes.
- C. Non-capacity increasing project.
- D. A Categorical Exclusion (CE) for the NEPA Environmental Document; and a Categorical Exemption (CE) for the CEQA Environmental Document.
- E. Caltrans to be the lead agency under NEPA and CEQA.
- F. NEPA/404 integration, Habitat Mitigation and Monitoring Plan are not expected.
- G. Three meetings per month during the duration of this contract, including one monthly PDT meeting.
- H. Three DEER reviews and two Caltrans reviews for each major deliverable.
- I. SBCTA will perform all Right of Way acquisition effort for the project. Consultant will prepare Right of Way engineering mappings to support acquisition.
- J. CONSULTANT will perform the Utility Coordination activities. All fees for new service meters and relocated service meters will be paid for by SBCTA.

IV. SUMMARY OF TASKS

Task 100 Project Management

TASK 2.100.10 - PROJECT MANAGEMENT

Task 2.100.10 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 proper and submit monthly project progress reports to SBCTA Project Manager.

Deliverables:

• Monthly Progress Reports

Task 2.100.10-1 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 2.100.10-2 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 2.160 – PRELIMINARY ENGINEERING STUDIES & PROJECT REPORT

Task 2.160.05 Review Updated Project Information

CONSULTANT shall request, collect, assemble, and review pertinent project information, including, but are not limited to, prior Project Study Reports, Project 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

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information into the Project Master File.

Deliverables:

• Project Records Files

Task 2.160.10 Engineering Studies

CONSULTANT shall perform necessary Engineering Studies and preliminary design work required for the preparation of a Project Report, development and refinement of viable Project Build Alternatives, selection of the preferred alternative, and initiation of final design efforts. All engineering studies performed and reports prepared shall meet Caltrans requirements according to the Highway Design Manual, Project Development Procedures Manual, and other pertinent Caltrans guidance. CONSULTANT will be responsible for obtaining right of entry permits required for field work from Caltrans and private properties willing to grant entry, SBCTA will assist in obtaining ROW entry permits when necessary.

Task 2.160.10-05 Refine Project Alternative

CONSULTANT shall evaluate project alternatives and variations and develop refinements to improve conformance to standards, minimize impacts to Right of Way, and improve constructability.

Task 2.160.10.10 Traffic Studies

Caltrans prepared and approved a Traffic Analysis Report dated April 2021. The Traffic Analysis Report developed opening year (2025) and horizon year (2045) traffic volumes and level of services (LOS) for the intersections. CONSULTANT shall review and update the Traffic Analysis. If necessary, Consultant shall collect and analyze relevant travel-demand and travel forecast data to generate traffic forecasts to be used in the traffic operational analysis. If appropriate, CONSULTANT shall perform supplemental traffic forecasting and modeling. Future traffic projections should include data for intersections, highway mainline, and interchange ramps. Utilizing traffic forecasts, CONSULTANT shall update and perform a traffic capacity/operational analysis for each alternative. The traffic operational analysis criteria to be used shall include, but not be limited to, levels of service, vehicle miles travelled, vehicle hours travelled, average speeds, and delay. The traffic operational analysis shall consider traffic control measures such as ramp metering and intelligent transportation systems. CONSULTANT shall prepare a Supplemental Traffic Impact Analysis report that includes traffic information and analysis for current year, opening year, and a design horizon year.

Deliverables:

- Supplemental Traffic Impact Analysis
 - Draft / Final Traffic Forecasting and Analysis Assumptions and Methodologies Memorandum, if required
 - o Draft / Final Traffic Volumes Report, if required
 - Draft / Final Traffic Operations Analysis Report

Task 2.160.10.15 Geometric Plans for Project Alternative

CONSULTANT, if necessary, shall prepare Geometric Approval Drawings for the Project Build Alternative. This includes horizontal and vertical alignments, and typical cross sections.

Deliverables:

• *Geometric Approval Drawings, if required, for Project Build Alternative.*

Task 2.160.10.25 Hydraulics/Hydrology Studies

CONSULTANT shall perform Hydraulics/Hydrology studies to analyze on-site and off-site storm water flows for each of the project build alternatives. CONSULTANT shall identify requirements for hydraulic and storm water treatment design features as part of this task. Results of this study shall be considered and utilized in the project preliminary design.

Deliverables:

• Hydrology Report

Task 2.160.10.30 Landscape Concept Plan

CONSULTANT shall prepare Landscape Concept Plans and Structure Aesthetics Treatment Graphics. Includes mitigation planting and replacement planting. One concept plan will be developed. The Landscape Concept Plan shall be consistent with SBCTA's Landscape Policy No. 34502.

Deliverables:

- Landscape Concepts Plans
- Structure Aesthetics Treatment Plans

Task 2.160.40 Right of Way Data Sheets

CONSULTANT shall assess project ROW requirements by obtaining ROW information and preparing ROW data sheets for each build alternative. This task shall include preliminary utility location work which includes, but not limited to, review of utility as-build plans and performing utility record searches. Results of this assessment will be used as basis for estimating ROW costs.

Deliverables:

• ROW Data Sheets

Task 2.160.10.45 – Utility Locations Determined for Preliminary Engineering

CONSULTANT shall perform all activities needed for Utility Locations Determined for Preliminary Engineering per Caltrans ROW manual and other requirements.

Deliverables:

- Utility Relocation Estimate
- Utility correspondence

160.10.55 Multi-Modal Study

CONSULTANT shall prepare Complete Streets Decision Document (CSDD). The CSDD shall comply with Caltrans current standard.

Deliverables:

Draft / Final Complete Streets Decision Document

Task 2.160.10.80 Geotechnical Studies Preliminary Materials Report

CONSULTANT shall prepare a Geotechnical Design Report (PGDR), Geotechnical Design Report (GDR) and Materials Report (MR). Materials Report which shall provide recommendations for pavement structure recommendations, pavement type, proposed pavement design life and corrosion studies if culverts are proposed. Results of this assessment will be used as basis for estimating project construction costs.

Deliverables:

- Draft / Final Geotechnical Design Report, including Caltrans Encroachment Permit and Environmental to perform necessary work.
- Draft / Final Materials Report, including Caltrans Permit and Environmental Clearance to perform necessary drilling/sampling work.

Task 2.160.10.95 – Transportation Management Plan (TMP) or Template

CONSULTANT shall prepare the TMP or Template per the latest Caltrans guidelines and requirements.

Deliverables:

• Draft and Final TMP or Template

Task 2.160.15 Draft Design Engineering Evaluation Report

CONSULTANT shall prepare a Design Engineering Evaluation Report (DEER) following the Caltrans format. The DEER shall be prepared by or under the supervision of a registered Civil Engineer in the State of California. The consideration of non-standard features will be closely coordinated with the SBCTA Project Manager and designee to confirm acceptability by the SBCTA.

Deliverables:

• Draft Design Engineering Evaluation Report

Task 2.160.15.10 – Design Standard Decision Document for Exceptions to Design Standards

CONSULTANT shall prepare Design Standard Decision Document (DSDD) for both mandatory and advisory standards. The DSDD will be prepared per the latest Caltrans guidelines and requirements. It is assumed that there is only one build alternative, so the DSDD can be drafted once the geometrics are defined.

Deliverables:

• Draft and Final Design Standard Decision Document (DSDD) (Mandatory and Advisory)

Task 2.160.15.99 – Stage Construction Concept

CONSULTANT shall prepare stage construction concept to be included in the Project Report; it is assumed that the project could be built in three stages since the existing bridge could remain in place during construction.

Deliverables:

• Draft and Final Stage Construction Exhibit

Task 2.160.45 Base Maps and Plan Sheets

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 2.165 – ENVIRONMENTAL STUDIES & ENVIRONMENTAL DOCUMENT

Task 2.165.10 General Environmental Studies

CONSULTANT shall perform general environmental studies to support the evaluation of the Project Build Alternatives and, if necessary, to support the environmental determination made under the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA) and other applicable environmental laws and regulations. Caltrans will act as the Lead Agency under CEQA and NEPA; the preparation of each environmental technical report shall be performed in consultation with the SBCTA Project Manager or designee. CONSULTANT will be responsible for obtaining any right of entry permits required for field work.

Preparation of all technical analyses and reports will follow local, state, and federal environmental guidelines, primarily consisting of the Caltrans Standard Environmental Reference (SER) website, Caltrans Project Development Procedures Manual, local and state CEQA Guidelines, and FHWA Technical Advisory 6640.81 Guidance on Preparing and Processing Environmental and Section 4(f) Documents. The formats to be used for the technical studies will follow the guidance available on the Caltrans SER website as of the date that those studies are initiated.

For this scope of work, the technical studies for which a specific scope of work has been included have been assumed based on a review of existing project information and a preliminary review of the project site. If additional studies are identified during the environmental phase of the project a scope of work and cost price proposal will be submitted for approval prior to their initiation.

Deliverables:

• Draft / Revised Draft / Final Technical Studies

Task 2.165.10-2 Visual Impact Analysis

CONSULTANT, if necessary, shall perform a visual impact analysis and prepare a visual impact analysis report or Memorandum which will be referenced in the environmental document. Discussions and negotiations with external parties as part of this task shall only be performed in consultation with the SBCTA Project Manager or designee.

In accordance with FHWA and the U.S. Department of the Interior guidelines, the visual analysis will be prepared under the direction of a licensed Landscape Architect and based on FHWA's Visual Impact Assessment for Highway Projects. Based on the Visual Impact Assessment (VIA) Questionnaire it is assumed that a Visual Impact Assessment Memorandum (VIAM) would be appropriate. A short VIAM will be prepared following the Caltrans VIAM outline, therefore, simulations would not be required.

Deliverables:

• Draft / Final Visual Impact Analysis Report or Memorandum

Task 2.165.10-3 Noise Study

CONSULTANT shall prepare a Noise Study Report evaluating the noise impacts and potential noise abatement/mitigation measures, if any, associated with the proposed project. Because federal and Caltrans oversight is involved, the report will be prepared in accordance with procedures specified by FHWA in Title 23, Section 772 of the Code of Federal Regulations (CFR) (23 CFR 772) and the Caltrans Traffic Noise Analysis Protocol (Protocol).

Based on a preliminary review of the alignment, noise impacts are not predicted, therefore, a Noise Abatement Decision Report (NADR) will not be required.

Deliverables:

• Draft / Final Noise Study Report

Task 2.165.10-4 Air Quality Study

CONSULTANT, if necessary, shall prepare an Air Quality Study Report or Memorandum. The report will provide the following discussion and analyses:

- Regulatory Setting and Existing Conditions.
- Evaluation of Construction Emissions.
- Evaluation of Operations-Period Mass Emissions.
- Localized Carbon Monoxide Hot Spot Analysis.
- Localized PM2.5/PM10 Hot Spot Analysis.
- Mobile Source Air Toxics.
- Climate Change/Greenhouse Gas Emissions.
- Mitigation Measures.
- Air Quality Conformity Analysis Report and Checklist.

Deliverables:

• Air Quality Study Report or Memorandum

Task 2.165.10.35 – Storm Water Data Report (SWDR)

CONSULANT shall prepare the SWDR according to the latest Caltrans guidelines and procedures. It is assumed that the long form will be required and that the SWDR will be provided in .doc format to be used as the basis for this task.

Deliverables:

• Draft and Final SWDR – PS&E level

Task 2.165.10-45 Water Quality Studies

A Scoping Questionnaire for Water Quality Issues (SQWQI) will be prepared for the proposed project using the current SQWQI template available on the Caltrans SER. As required, this will address

existing conditions, project description and impacts, and construction (temporary) impacts. It is assumed that the SQWQI will be sufficient and a full Water Quality Assessment will not be required. *Deliverables:*

• Scoping Questionnaire for Water Quality Issues (SQWQI)

Task 2.165.10-5 Paleontology Study

CONSULTANT shall perform a paleontology study or Memorandum to identify and evaluate potential impacts to paleontological resources in the project area.

The following tasks shall be performed to evaluate paleontological resources:

- Document review
- Records search
- Paleontological resource assessment
- Field survey
- Preparation of technical report(s)

Based on preliminary review, a Paleontological Mitigation Plan (PMP) will be required for the proposed project. The PMP will be prepared under the supervision of a qualified Principal Paleontologist and will follow the PMP format as defined on the Caltrans SER.

Deliverables:

- Combined Paleontological Identification Report (PIR) and Paleontological Evaluation Report (PER) or Memorandum
- Paleontological Mitigation Plan (PMP), if necessary.

Task 2.160.10.80 Hazardous Waste Initial Site Assessment

CONSULTANT shall perform a hazardous waste assessment to identify and evaluate the potential for Recognized Environmental Conditions (REC) that occur in the project area. This task shall include a literature search and review of historic information, interagency coordination with the appropriate agencies, field studies, and preparation of an Initial Site Assessment (ISA) Checklist or report.

The ISA shall be prepared in general accordance with the Caltrans Initial Site Assessment Guidance Document, dated September 2006. Project specific scoping considerations include evaluations of right-of-way acquisition parcels and construction easements, proper management of any identified waste materials, and construction worker and public exposure to any identified onsite contaminants.

Review of local, state and federal regulatory databases and files in performance of the ISA. Based on these findings, additional information may be obtained from direct contact with regulatory agencies including the City of San Bernardino and County, California Regional Water Quality Control Board,

California Department of Toxic Substances Control, Caltrans and the United States Environmental Protection Agency.

Deliverables:

• Initial Site Assessment Checklist or Report

Task 2.160.10.99 Hazardous Waste Preliminary Site Investigations

CONSULTANT shall perform an Aerially Deposited Lead (ADL) Survey. A report shall be pprepared to transmit the field observations, laboratory data, data evaluation and statistics, and conclusions. The report will include diagrams of sample locations and laboratory results presented in tabular format. CONSULTANT will input the analytical data into a Caltrans format MS Access database and provide an electronic copy to the Client. A professional geologist (PG) will review/sign the investigation report. Hard copies and or an electronic (.pdf file) of the final report will be submitted after the Client provides written draft report review comments.

Task 2.165.15 Biological Studies

CONSULTANT shall perform biological studies to assess potential impacts to biological resources in the project area. Biological studies perform shall support the environmental determination made in the Environmental Document and shall be used to demonstrate with all applicable biological related laws, regulations, and requirements, including but not limited to, the Federal Endangered Species Act, California Endangered Species Act, Clean Water Act, and the Department of Fish and Game Code. All biological studies performed and reports prepared shall meet Caltrans requirements according to the SER and other pertinent Caltrans guidance. CONSULTANT will be responsible for obtaining any right of entry permits required for field work.

Task 2.165.15-1 Natural Environment Study

CONSULTANT shall perform a general biological study to identify biological resources that could be affected by the project. CONSULTANT may conduct informal consultation with appropriate regulatory agencies. Discussions and negotiations with external agencies as part of this task shall only be performed in consultation with the SBCTA Project Manager or designee.

CONSULTANT shall conduct a literature search, perform field surveys, and prepare a Natural Environmental Study/Minimal Impacts (NES/MI) report analyzing potential impacts to biological resources. The report will be prepared in accordance with Caltrans SER guidance and will conform to the Caltrans NES/MI annotated outline that is available at the time that the NES/MI is initiated. A full NES is not assumed or included. The following tasks will be performed during the preparation of the reports:

- Review of Project Information and Applicable Literature
- Field Evaluation for Biological Resource Constraints

It is therefore assumed that no impacts to state or federally listed species or conducting any protocol surveys is required.

Deliverables:

10.c

• Draft / Final Natural Environment Study Report/Minimal Impacts

Task 2.165.20 Cultural Resources Studies

CONSULTANT shall perform cultural resources studies to assess potential impacts to archaeological and historic resources in the project area. Cultural studies performed shall support the environmental determination made in the Environmental Document. CONSULTANT will be responsible for obtaining any right of entry permits required for field work.

It is assumed that a CEQA CE will be appropriate and Assembly Bill 52 consultation will not be required.

This scope of work assumes that no archaeological sites will be identified in the APE and that no testing and/or evaluation will be required. It is anticipated that an Archaeological Survey Report (Finding of No Archaeological Resources Present) will be prepared and no additional documentation will be required.

Based on a review of the anticipated APE, it is assumed that a Historical Resources Evaluation Report (HRER) will not be needed and no built environment resources will need to be evaluated. If any resources are identified as part of the record search then a scope and fee will be provided for approval prior to conducting this effort.

Following completion and approval of the APE, research, survey, outreach and reporting, a summary document (the HPSR) with attached Archaeological Survey Report (ASR) shall be generated. It is anticipated that the proposed project shall result in an HPSR with a finding that no properties eligible for listing on the NRHP or CRHR are present within the project's APE.

Deliverables:

- Historic Resources Compliance Report
- APE Map, if required

Task 2.165.25 Environmental Document

Task 2.165.25.15 Categorical Exemption/Categorical Exclusion

The Caltrans CE/CE Form will be prepared and provided to Caltrans for review and approval. It is assumed that a brief project description and one to two sentence summary of the findings of each technical study will be included. In addition, an Environmental Commitments Record (ECR) will be prepared and appended to the CE/CE form. No other environmental documentation related to the CE/CE is assumed.

Deliverables:

- Draft CE/CE Form (electronically to SBCTA and Caltrans)
- Final CE/CE Form for signature (electronically to SBCTA and Caltrans)
- Final signed CE/CE form (electronically to SBCTA and Caltrans)

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TASK 2.170 - PERMITS & AGREEMENTS

Task 2.170.05 Determine Required Permits & Task 2.170.10 Obtain Permits

CONSULTANT shall perform work to identify and obtain necessary permits and agreements needed for project construction. Work as part of this task may include discussions with permitting agencies, preparation of the permit and attachments such as maps and other exhibits identify funds necessary for the permit application, and submitting the permit. CONSULTANT is responsible for identifying and obtaining the permits that are required to complete the project construction. Discussions and negotiations with permitting agencies shall only be performed in consultation with the SBCTA Project Manager or designee.

The project alignment may include aquatic resources that will be impacted, and as a result, Clean Water Act (CWA) Section 401 and Section 404, and California Fish and Game Code (CFGC) 1602 (et seq.) permits may be required.

Implementation of permit conditions and permit application/processing application fees are not included in this scope of work and associated cost proposal.

CONSULTANT will coordinate with the regulatory agencies throughout the permit processing period. This task includes one collective site visit with regulatory agency staff and the project team, if requested by the agencies.

Compensatory mitigation is typically required for project imposed impacts on aquatic features regulated by the USACE, RWQCB, and CDFW. CONSULTANT will research and identify potential mitigation options and coordination with the agency.

Deliverables:

- Various Construction Permits
- Update of the Environmental Commitment Record (ECR)

Task 2.170.15 Freeway Agreements

If the Freeway Agreement needs to be updated, CONSULTANT should assist with the local agency reviews, coordination with Caltrans, and revision to the map.

Deliverables:

• Executed Copies of the Freeway Agreement and Map Sent

<u>TASK 2.180 – DESIGN ENGINEERING EVAULATION REPORT & FINAL</u> ENVIRONMENTAL DOCUMENT

Task 2.180.05 Final Project Report

CONSULTANT shall perform work to incorporate comments received, update the information, and complete the Design Engineering Evaluation Report for final Caltrans approval.

Deliverables:

• Final Design Engineering Evaluation Report

3.180.15-10 Notice of Exemption

A CEQA Notice of Exemption (NOE) will be prepared and filed with the State Clearinghouse. It is assumed that no fees will be required associated with the NOE.

Deliverables:

• Draft / Final Notice of Exemption (all transmittals assumed to be electronic)

TASK 3.185 – PREPARE BASE MAPS AND PLAN SHEETS

Task 3.185-1 Mapping and Surveys

CONSULTANT shall perform survey control work and engineering surveys necessary to produce the mapping for final design. CONSULTANT shall perform the necessary work to establish the project design file and CADD base maps. CONSULTANT will be responsible for obtaining as-built maps, record of surveys, topographic data, aerial mapping, and maps and plans of major utilities and proposed utilities within the project area. CONSULTANT will be responsible for obtaining any right of entry permits required for field survey work.

Deliverables:

- Design Base Maps
- Design Surveys

Task 3.185-2 Right Of Way Requirements

CONSULTANT shall perform the work necessary to determine the right of way needs and prepare maps for use in the Right Of Way (ROW) process. Work would include identifying the need for new ROW, permanent easements, and temporary construction easements. This task includes determination of potential utility conflicts and consultation with affected agencies.

Deliverables:

- ROW Requirements Map
- Utility Conflicts Map

Task 3.185-2-05 Utility Locations Determined for Design.

CONSULTANT shall collect existing As-Built plans and record drawings, prepare, distribute and collect responses for utility verification letters and utilities on structures information, and update Existing Utilities on Base maps.

Deliverables:

- Identify Potential Utility Conflicts
- Create Base Maps with Existing Utilities (from research)

Task 4.200-2 Utility Identification and Verification

CONSULTANT, if necessary, shall assign Parcel Numbers for potholes, prepare, distribute and coordinate Letters to owner requesting positive identification, obtain the utility companies, the States,

and local encroachment permits for potholing; Perform ground penetration radar utility identification instead of potholing where appropriate.

Deliverables:

- Letters to Owner Requesting Positive Identification •
- Reports of Investigation (ROIs)/Potholing information
- Develop Utility Pothole Plan (Conflicts and High and Low Risk Protocol)
- Survey Utility Potholes •
- Plot Pothole Data on Base Maps and Adjust Linework
- Certification of "No Conflicts" on Utility Relocation Designs/Plans
- Caltrans Utility Exception Letters
- Potholes, if required, shall include permit fees, traffic management, one mobilization cost and required equipment.

TASK 3.230 – PREPARE DRAFT PLANS, SPECIFICATIONS & ESTIMATE (PS&E)

Task 3.230-1 Draft Plans

CONSULTANT shall prepare the Roadway 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 roadway plans shall be consistent with Caltrans design standards to the greatest extent feasible. CONSULTANT shall perform an internal QA/QC plans check and review and shall submit copies to SBCTA for peer review prior to submittal to Caltrans. CONSULTANT shall notify the SBCTA Project Manager if the CONSULTANT is seeking any exceptions to any applicable design standards. Preparation of the Draft Plans set shall include, but not be limited to, the preparation of the following engineering sheets:

- Title Sheet
- Roadway/Geometric Layouts
- Construction Details
- Summary of Quantities
- Traffic Handling Plans
- Irrigation Plans
- Drainage Plans
- Sign Plans

- Typical Cross Sections
- Profile and Superelevation Sheets
- Contour Grading Plans, if needed
- Stage Construction Plans
- Highway Planting Plans
- Utility & Utility Relocation Plans
- Retaining Walls
- Electrical Plans including Traffic Signal Modification and Lighting, Ramp Metering, and Traffic Management System Modifications

Deliverables:

95% Plans (First Encroachment Permit Submittal to Caltrans)

Task 3.230-2 Draft Specifications and Quantities and Estimates

CONSULTANT shall prepare the Specifications and Special Provisions and PS&E Quantities and Estimates for the project following the Caltrans Standard Specifications. **CONSULTANT** shall

- Pavement Delineation Plans

notify the SBCTA's Project Manager if the CONSULTANT is seeking any exceptions to this requirement.

Deliverables:

• Draft Standard Special Provisions

Task 3.230.05.70 – Overall Constructability Review

This includes an overall review of the PS&E package to identify any constructability issues.

Deliverables:

• Constructability review comments matrix

TASK 3.255 – PREPARE FINAL PS&E PACKAGE

Task 3.225-1 Final PS&E Package

This task includes the distribution of the draft final combined PS&E package for final review by the Caltrans, the SBCTA, and other stakeholders. CONSULTANT shall address comments received and incorporate changes as appropriate in the final combined PS&E package. Under this task, CONSULTANT shall perform an internal QA/QC plans check and review and shall submit the final combined PS&E package to an independent reviewer, which shall be provided by the CONSULTANT. The independent reviewer shall be a registered Professional Engineer in the State of California and shall certify the quality of the package and that the plans are constructible. The independent reviewer shall submit a stamped report to the SBCTA summarizing its review and certifying the constructability of the plans and that the final combined PS&E package is biddable. CONSULTANT will be responsible for completion of the draft final combined PS&E package in a manner where there is sufficient time to address comments during the independent review and finalize the PS&E package within the project schedule. CONSULTANT will be responsible for the constructability of the project.

Deliverables:

- Final Combined PS&E Package
- Independent Constructability and Ready-to-Bid Certification

Task 3.225-2 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 Work Book

Deliverables:

- Pending Resident Engineer File
- Supplemental PS&E Materials

- Materials Information Handout
- Project Controls for Construction
- Construction Permits
- Representative Cross Sections

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TASK 3.260 - PREPARE CONTRACT BID DOCUMENTS

Task 3.260-1 Draft Contract

CONSULTANT shall assist the 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 3.270 – DESIGN SERVICES CONSTRUCTION SUPPORT

CONSULTANT shall provide as-needed Design Services Construction Support during construction. Task will include providing response to Request for Information (RFI), and design support with Construction Change Orders (CCO). Design services will include construction support to roadway 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 and RE pending file review.

Deliverables:

• RFI Response.

<u>TASK 3.295 – ACCEPT CONTRACT/PREPARE FINAL CONSTRUCTION ESTIMATE</u> <u>AND FINAL REPORT</u>

CONSULTANT shall coordinate 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 City of San Bernardino.

Deliverables:

- *Red-line construction package*
- As-Built construction package
- Electronic and hardcopy submittal for Caltrans and City of San Bernardino records

TASK 4.200 - Utility Coordination

CONSULTANT shall coordinate with the affected utility companies on work involved in the protection, removal and relocation of utility facilities necessary to clear and certify utilities. Includes coordination with utility companies, review of utility plans, and establishing liability. In addition the CONSULTANT shall facilitate the service connections between designers and utility companies.

Deliverables:

- "No Conflicts" Letter to Owner
- Notice to Owner to Relocate, if required

- Utility Agreements , if required
- Utility Coordination Progress Matrix, if required
- Right of Way File Diary, if required

TASK - 4.220 ROW Engineering

This task identifies ROW support services. Services include ROW Engineering work in advance of Appraisal and Acquisition activities.

TASK 4.220 – 1 Land Net Survey, Maps and Documents

CONSULTANT will search, recover, describe, and tie-in existing controlling land survey monuments, followed by observation adjustment and calculating coordinates. The Land-Net Map depicts the condition of existing property ownership boundaries, lines, and monuments (Land Net). Effort entails completion of work activities required to analyze, determine, and delineate a single Land Net that encompasses the whole project.

Deliverables:

• Land Net Survey, Maps and Documents

TASK 4.220 – 3 Appraisal Maps

CONSULTANT will prepare calculation and delineations of all new parcels and sub-parcels, using the Land Net Map.

Deliverables:

• Appraisal Maps, if required

TASK 4.220 – 4 Field Located ROW

CONSULTANT will flag ROW: Provide temporary and approximate marking of the right of way. Used for the purpose of appraisal, acquisition, disposal of land, or utility relocation planning and estimating. CONSULTANT will stake ROW: Provide a permanent and accurate marking of the right of way. Used to provide a durable visible location of a ROW feature and its angle points. *Deliverables:*

- Field Located ROW, if required
- Flagged ROW, if required
- Staked ROW, if required

TASK 4.220 – 4 ROW Certification

CONSULTANT will secure deeds, prepare legal descriptions and plats, and support the Resolutions of Necessity.

Deliverables:

- Order Title Reports, if required
- Plats and Legals, if required

TASK 4.220 -5 Post-ROW Certification

CONSULTANT will support SBCTA Post-ROW certification efforts in delivering exhibits for condemnation work, if required, for Right of Way project closeout.

Deliverables:

- Trial Exhibits, if required
- Review Condemnation Appraisal, if required

TASK 4.220 -6 Final Right of Way Engineering

CONSULTANT will support SBCTA Post-ROW certification efforts and update the ROW map after completion of construction. CONSULTANT will provide the monumentation of the right of way, relinquishments and vacations, preparation of right of way record maps, and preparation of deed packages for excess land transactions.

Deliverables:

- Filed Monumentation Record of Survey, if required
- Court Exhibits, if required
- Relinquishment and Vacation Maps and Documents, if required
- Excess Lands Documents, if required
- Right of Way Record Maps, if required

V. PROJECT SPECIFIC QUALITY ASSURANCE AND QUALITY CONTROL PLAN REQUIREMENTS

Quality Assurance (QA) encompasses all of the planned and systematic activities implemented within the quality system that can be demonstrated to provide confidence that a product or service will fulfill requirements for quality. Quality Control (QC) consists of operational techniques and activities used to fulfill requirements for quality. For environmental review process, preliminary engineering and final design, QC includes technical checking, review and design verification activities, while the QA activities includes the monitoring, surveillances, auditing and other means of oversight of the QC activities and documentation, to ensure completeness and adherence to the QC procedures.

A project specific quality management plan (herein referred to as a Project QA/QC Plan) shall be developed by the Consultant and submitted to SBCTA for review and approval. The Project QA/QC Plan shall describe how QA and QC will be executed and managed 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:

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- 1. Project description
- 2. Scope of work
- 3. Quality objectives
- 4. List of deliverable documents for each milestone submittal

Project Team Qualifications, Organization, Staff, Roles and Responsibilities:

- 1. A description of the minimum resource requirements for staff competence, skills, experience, and credentials.
- 2. Organization chart showing project staff and lines of QA and QC authority and communications.
- 3. 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:

1. 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, Caltrans Reviews:

- 1. Formal external (SBCTA and Caltrans) review schedules (Peer Reviews and Constructability Reviews).
- 2. Processes for SBCTA Peer Review and Caltrans review comments tracking, response, resolution, checking of comment incorporation, and closure process.

Internal Reviews:

- 1. Quality procedures related to interdisciplinary design review (IDR) process.
- 2. Technical review of environmental reports.

Management of Requirements:

- 1. 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.
- 2. 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:

- 1. Project QA and QC procedures related to approved project scope changes and associated revisions to estimates and schedule.
- 2. Project QA and QC procedures for configuration management against the baseline design.

Quality Control (QC) Procedures:

- 1. 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
- 2. 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:

- 1. 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.
- 2. Processes for the management of the implementation of Corrective Action to internal and external QA audit non-conformances and findings.

Quality Documentation:

- 1. Quality Records list or definition.
- 2. 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 22-1002727 **Cost/Price Form for Cost Plus Fixed Fee**

Consultant EXP U.S. Ser	vices, Inc.	Contract No	. 22-1	002727	Date	5/20/2022
		_			-	
Direct Labor	Key Damanal		Labor R	ate Range	Actual Hourly	Tatal Disease lakes
Classification/Title	Key Personal	Hours	Low	High	Rate	Total Direct Labor
Project Manager	Syed Raza	180	114.30	121.30	\$117.80	\$21,204.00
QC Reviewer	Emilio Rodriguez	20	108.55	114.80	\$111.68	\$2,233.60
Highway Engineering Lead	Christine Brown	294	47.25	53.90	\$50.58	\$14,870.5
Drainage Engineering Lead	Portia Gonzalez	16	111.78	118.70	\$115.24	\$1,843.8
Traffic Engineer	Mitsuru Tanaka	436	66.40	73.00	\$69.70	\$30,389.2
Engineer/Designer	Jose Carrillo	582	46.30	51.30	\$48.80	\$28,401.6
Engineer/Designer	Ricky Carrillo	180	46.30	51.30	\$48.80	\$8,784.0
Engineer/Designer	Ben Hashemloo	236	51.10	58.20	\$54.65	\$12,897.4
Engineer/Designer	Parakh Jaiswal	188	37.10	44.00	\$40.55	\$7,623.4
Subtotal Direct Labor Costs Anticipated Salary Increases (see pro- Fringe Benefits Fringe Benefits (Rate 62.050) Indirect Costs Overhead (Rate 106.640) General and Administrative (Rate 0.290)	<u>6</u> %) <u>6</u> %)	c) TOTAL DIRECT LABOR C e) Total Fringe Benefits [(g) Overhead [(c)x (f)] i) Gen & Admin [(c) x (h)]		\$ \$ \$ \$ \$ \$ \$ \$	\$128,247.56 8.72 \$ 136,772.50 371.94	5 <u>128,256.28</u> 5 <u>79,583.02</u>
Fixed Fee (Profit) (Rate <u>8.009</u> Total Loaded Labor Costs	<mark>6</mark> %)		k) Fixed fee [(c) +	(e) + (j)] x (n)	\$	27,598.70
Other Direct Costs (ODC) Travel/ Mileage Costs (supported b Equipment Rental and Supplies (ite Printing/Repro/Delivery Costs Subconsultant Costs (attach detaile consultant estimate for each subco	mize) ed cost proposal in same format as prime			\$ \$ \$ \$	500.00	
		p) Total Other Direct Cost	s [(l) + (m) + (n) + (o)]	Ş	500.00
Outside Services					_	
Company	Labor	Fee	ODC's	Total	1	
David Evans and Associates, Inc.						
(DEA)	\$24,026.60	\$1,922.13	\$500.00	\$26,448.73	1	
ICF	\$91,161.92	\$7,292.95	\$1,800.00	\$100,254.87]	
Converse	\$39,522.79	\$3,161.82	\$30,103.00	\$72,787.61		
Epic Land Solutions, Inc.	\$22,554.12	\$1,804.33	\$800.00	\$25,158.45		
CL Surveying	\$29,568.72	\$2,365.50	\$8,000.00	\$39,934.22]	
ECORP	\$6,196.99	\$495.76	\$307.25	\$7,000.00]	
			q) Total Outside S	ervices	\$	271,583.88

Notes:

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

Pag

22-1002727 Form 348-10-H Cost Proposal Actual Cost- Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts

Consulta	ant <u>EXP U.S. Services, Inc.</u>	Contract No.	22-10	02727		Date	5/20/2022
1. Calcul	late average hourly rate for	r 1st year of contract (Direct La	abor Subtotal	divided l	oy total hours)		
	Direct Labor <u>Subtotal</u> Per Cost Proposal	Total Hours cost Proposal		F	Avg Iourly Rate		5year Contract Duration
	\$113,349.72 /	2132	=	\$	53.17		Year 1 avg Hourly rate
2. Calcu	late hourly rate for all year	s (increase the Average Hourly	rate for a ye	ar by pro	posed escalation	on%)	
	Average hourly rate	Proposed Escalation					

	Average	nouny rate	-	 oposed Escalation			
Year 1	\$	53.17	+	0%	=	\$ 53.17	Year 2 Avg Hourly Rate
Year 2	\$	53.17	+	3%	=	\$ 54.77	Year 3 Avg Hourly Rate
Year 3	\$	54.77	+	3%	=	\$ 56.41	Year 4 Avg Hourly Rate
Year 4	\$	56.41	+	3%	=	\$ 58.10	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

Es	timated % Compl Each year	eted	Total Hours Per Cost Proposal		Total Hours per Year	
Year 1	90.0%	*	2132	=	1918.8	Estimated Hours Year 1
Year 2	10.0%	*	2132	=	213.2	Estimated Hours Year 2
Year 3	0.0%	*	2132	=	0.0	Estimated Hours Year 3
Year 4	0.0%	*	2132	=	0.0	Estimated Hours Year 4
Year 5		*	2132	=	0.0	Estimated Hours Year 5
Total	100.0%		Total	=	2132	

4. Calculate Total Costs including Escalation (multiply avearage hourly rate by the number hours)

	Avg H	ourly Rate		Estimated hours		Cos	t Per	
	(Calcul	ated above)		(Calculated above)		Y	ear	
Year 1	\$	53.17	*	1918.8	=	\$ 102	,022.60	Estimated Hours Year 1
Year 2	\$	53.17	*	213.2	=	\$ 11	,335.84	Estimated Hours Year 2
Year 3	\$	54.77	*	0.0	=	\$	-	Estimated Hours Year 3
Year 4	\$	56.41	*	0.0	=	\$	-	Estimated Hours Year 4
Year 5	\$	58.10	*	0.0	=	\$	-	Estimated Hours Year 5
			Total [Direct Labor Cost with Escalat	tion =	\$ 113	,358.44	
			Direct	Labor Subtotal before Escalat	tion =	\$ 113	,349.72	
		Estin	nated Tota	al of Direct Labor Salary Incre	ase =	\$	8.72	Transfered 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

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Contra	ct:	22-1002727	Date:	5/20/2022								
		Deta	ail Sheet									
		Task Description		Cons	ultant							
					ervices, Inc.							
•												
A	В	C	D	E	G	Н	I	J	K	L	Μ	AI
Row	WBS Number	Drawing or Item of Work - Titles	Project Manager	QC Reviewer	Highway Engineering Lead	Drainage Engineering Lead	Traffic Engineer	Engineer/Designer	Engineer/Designer	Engineer/Designer	Engineer/Designer	Total Hours
1		PROJECT MANAGEMENT										0.0
2		Project Management	100.0									100.0
3	100.10-1	Coordination and Meetings	32.0		8.0			4.0	4.0			48.0
4	100.10-2	Administration	16.0									16.0
5												0.0
6		PRELIMINARY ENGINEERING/BASE MAPPING			4.0		4.0	4.0		4.0	4.0	20.0
7		Review Updated Project Information			4.0							4.0
8		Material Report (MR)										0.0
9		Geotechnical Design Report (GDR)										0.0
10		Retaining Wall Foundation Report (FR)										0.0
11		Traffic Methodology Memo			2.0					16.0		18.0
12		Traffic Volume Report			4.0					80.0		84.0
13		Traffic Operations Analysis Report (TOAR)			4.0					120.0		124.0
14		Storm Water Data Report			4.0						40.0	44.0
15		Drainage Report			4.0						40.0	44.0
16		Highway Planting Design Concepts (inlcuding Design Charrette)										0.0
17		Preliminary Transportation Management Plan						4.0				4.0
18		Base Maps and Plan Sheets			4.0			160.0				164.0
19		Control and Design Survey			4.0							4.0
20		Pothole Survey			4.0							4.0
21		LandNet Survey			4.0							4.0 4.0 4.0 4.0 4.0
22	185.10.05.4	Right-of-Way Staking			4.0							4.0
23		Legal Descriptions and Exhibits (Estimated 2)			4.0							4.0
24	185.10.05.6	Monumentation and Record of Survey			4.0							$ \begin{array}{r} 4.0 \\ 0.0 \\ 0.0 \\ 4.0 \\ $
25												0.0
26		ENVIRONMENTAL STUDIES AND ENVIRONMENTAL DOCUMENT										0.0
27	165.10.2	Visual Impact Assessment			4.0							4.0
28		Noise Quality Documentation Review			4.0							4.0
29		Air Quality Conformity Checklist			4.0							4.0
30		Water Quality Studies			4.0							4.0
31	165.10.65	Paleontology			4.0							4.0
32		Initial Site Assessment Checklist			4.0							4.0
33		ADL Survey			4.0							4.0 4.0 4.0 4.0 4.0 4.0 4.0
34		Phase II ESA			4.0							4.0
35		Natural Environment Study			4.0							4.0
36		Cultural Resources Studies			4.0							4.0
37		Categorical Exemption/Categorical Exclusion										0.0
	22-1002727										Pag	Packet Po

Packet Pg. 211

Contra	ict:	22-1002727	Date:	5/20/2022								
			Detail Sheet	-								
		Task Description		Cons	ultant							
				EXP U.S. Se	ervices, Inc.							
А	В	С	D	E	G	Н	I	J	K	L	М	AI
Row	WBS Number	Drawing or Item of Work - Titles	roject Manager	Reviewer	Highway Engineering Lead	Drainage Engineering Lead	affic Engineer	ngineer/Designer	ngineer/Designer	Engineer/Designer	Engineer/Designer	
			Pro	о С	Hig Eng	Dra Enç	Tra	Ēŋg	ц Ш	ці Ш	Enç	Total Hours
38	180.15.1	Notice of Exemption										0.0
39												0.0
40	200	UTILTIY COORDINATION										0.0
41	200.10.1	Obtain Utilities As Built Plans			4.0			16.0				20.0
42	200.10.2	Identify Utility Conflicts			4.0			16.0				20.0
43	200.10.3	Utility Coordination			4.0			16.0				20.0
44												0.0
45	230	PREPARE DRAFT PLANS, SPECIFICATIONS, & ESTIMATE (PS&E - 65% and 95%))										0.0
46	230.05	Draft Roadway Plans			16.0			160.0				176.0
47	230.10	Draft Highway Planting Plans										0.0
48	230.15.15	Electrical Plans			8.0		240.0					248.0
49	230.20	Transportation Management Plan			8.0		240.0					8.0
50	230.35	Draft Specifications			8.0	4.0	8.0	16.0	8.0		8.0	52.0
51	230.35	Draft Quantities and Estimates			8.0	4.0	8.0	16.0	0.0		8.0	44.(
	230.40	Design Engineering Evaluation Report (DEER)	8.0		40.0	4.0	0.0	10.0			0.0	
52	230.5		0.0		40.0							48.0
53	055											0.0
54	255	PREPARE FINAL DISTRICT PS&E PACKAGE						40.0				0.0
55	255.2	Final District PS&E Package						40.0				40.0
56	255.4	Resident Engineer's Pending File						20.0				20.0
57												0.
58	260	PREPARE CONTRACT BID DOCUMENTS										0.
59	260.8	Draft Contract Ready			8.0		8.0	24.0				40.0
60												
61	270	CONSTRUCTION ENGINEERING										0.0
62	270.2	Construction Technical Support	8.0		8.0		8.0	16.0	8.0		8.0	56.0
63												0.0
64		Add the following tasks										0.0
65	100.10-3	PMP	8.0									8.0
66	100.10-4	QMP	8.0									8.0
		QA/QC		20.0								
67		Collect traffic data								8.0		8.0
68	160.10.10.1	Obtain SCAG forecast traffic data								8.0		8.0
		Prepare drainage plans, details and quantities			4.0	8.0					80.0	
69	230.15	Prepare construction staging/traffic handling plans			4.0		80.0					84.0
70	230.2	Prepare utility plans			4.0			60.0				64.
71	230.25	Prepare signing, striping plans			4.0		80.0	55.5				84.
	230.3	Prepare retaining wall plans			4.0		00.0	10.0	160.0			04.
	22-1002727							10.0	100.0		Pag	1 - 6 0 4

Contra	ict:	22-1002727	Date:	5/20/2022								
		Deta	ail Sheet									
		Task Description		Cons	ultant							
				EXP U.S. Se	nvicos Inc							ſ
A	В	С	D	E E	G	Н	I	J	К	L	М	AI
Row	WBS Number	Drawing or Item of Work - Titles	Project Manager	QC Reviewer	Highway Engineering Lead	Drainage Engineering Lead	Traffic Engineer	Engineer/Designer	Engineer/Designer	Engineer/Designer	Engineer/Designer	Total Hours
72	230.35	Prepare DSDD			24.0							24.0
73	230.4	Prepare Exception to Ramp Metering Design Manual Policy			24.0							24.0
74		Right of Way Certification			4.0							4.0
75		Environmental Certification			4.0							4.0
76	255.35	TMP Certification			4.0							4.0
77												0.0
			180.0	20.0	294.0	16.0	436.0	582.0	180.0	236.0	188.0	
		Total Hours										2,132.0

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Contract: 22-1002727	Date:	5/20/202	22												
Task Description	Detail Shee	Consultar	int												
			-												
	D1	U.S. Servic	ces, Inc	c. G1	H1	11	.11	К1	L1	M1	Al1	AJ	AK	AL	AM
	\$ 117.80	\$ 111.6	68 \$	50.58 \$	\$ 115.24	\$ 69.70	\$ 48.80		\$ 54.65	\$ 40.55		168.98%	8.00%	AL	
Row WBS Number Drawing or Item of Work - Titles	Project Manager	QC Reviewer		Highway Engineering Lead	Drainage Engineering Lead	Traffic Engineer	Engineer/Designer	Engineer/Designer	Engineer/Designer	Engineer/Designer	Direct Labor Total	Overhead Cost	Fee	Total Labor Costs	Escalated Tota Labor Cost
1 100 PROJECT MANAGEMENT	\$ -	\$-		- \$	\$ - S		\$ -	Ŧ	\$ -	\$-	\$ -	\$-	\$ -	\$ -	\$-
2 100.10 Project Management 3 100.10-1 Coordination and Meetings	\$ 11,780.00	\$ -		- \$ 404.64 \$	<u>6</u> - 8		\$ - \$ 195.20	,	7	÷	\$ 11,780.00 \$ 4,564.64	, ,	\$ 2,534.87 \$ 982.24	. ,	
3 100.10-1 Coordination and Meetings 4 100.10-2 Administration	\$ 3,769.60 \$ 1,884.80	\$ - \$ -		404.64 \$	<u>6 - 9</u>		\$ 195.20			\$- \$-	\$ 4,564.64 \$ 1,884.80	, ,	\$ <u>982.24</u> \$ 405.58	. ,	. ,
5	\$ -	\$-		- \$	6 - 6	Ŧ	\$ -	+	\$-	\$-	\$ -	\$ -	\$ -	\$ -	\$ -
6 160 PRELIMINARY ENGINEERING/BASE MAPPING	\$ -	\$-		202.32 \$	\$ - S		\$ 195.20		\$ 218.60	\$ 162.20	. ,	. ,	\$ 227.48		. ,
7 160.05 Review Updated Project Information 8 160.05.10.1 Material Report (MR)	\$ - \$ -	\$ - ¢		202.32 \$	<u>6 - 9</u> 6 - 9	Ŧ	\$ - \$ -	÷	<u>\$</u> - \$-	\$ - ¢	\$ 202.32		\$ 43.54 \$ -		\$ 665.0 ¢
8 160.05.10.1 Material Report (MR) 9 160.05.10.2 Geotechnical Design Report (GDR)	\$ - \$ -	\$ - \$ -		- \$	6 - 8 6 - 8		\$ - \$ -		<u>\$</u> - \$-	\$ - \$ -	<u>\$</u> - \$-	\$ - \$ -	<u>\$</u> - \$-	•	• - \$ -
10 160.05.10.3 Retaining Wall Foundation Report (FR)	\$ -	\$ -		- \$	5 - S		\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11 160.10.10 Traffic Methodology Memo	\$ -	\$ -		101.16 \$	5 - 5	7	\$ -	*	\$ 874.40		\$ 975.56	, ,	\$ 209.92	, ,	
12 160.10.10.1 Traffic Volume Report	\$ -	\$-	· ·	202.32 \$			\$ -	Ŧ	\$ 4,372.00		\$ 4,574.32	, ,	\$ 984.32	. ,	
13 160.10.2 Traffic Operations Analysis Report (TOAR) 14 160.10.25 Storm Water Data Report	\$ - \$ -	\$- \$-		202.32 \$ 202.32 \$	6 - 9 6 - 9		\$ - \$ -		\$ 6,558.00 \$ -	\$- \$1,622.00	\$ 6,760.32 \$ 1,824.32	, ,	\$ 1,454.71 \$ 392.56	. ,	. ,
15 160.10.25.1 Drainage Report	\$ -	\$ - \$ -		202.32 \$			\$ -	+		\$ 1,622.00	. ,	, ,	· · · · · · · · · · · · · · · · · · ·	. ,	
16 160.10.30 Highway Planting Design Concepts (inlcuding Design Charrette)	\$ -	\$-		- \$	6 - S		\$ -		\$-	\$ -	\$ -	\$ -	\$ -	, ,	\$ -
17 160.10.95 Preliminary Transportation Management Plan	\$ -	\$-	\$	- \$	\$ - {	\$-	\$ 195.20	\$-	\$-	\$-	\$ 195.20		\$ 42.00		
18 160.45 Base Maps and Plan Sheets	\$ -	\$ -		202.32 \$	6 - 5		\$ 7,808.00				\$ 8,010.32		\$ 1,723.69		. ,
19 185.10.05.1 Control and Design Survey 20 185.10.05.2 Pothole Survey	\$ - \$ -	\$ -		202.32 \$ 202.32 \$	<u>6 - 9</u> 6 - 9	,	\$ -	•		+ +	\$ 202.32 \$ 202.32		•		
20 185.10.05.2 Pothole Survey 21 185.10.05.3 LandNet Survey	\$ - \$ -	\$ - \$ -		202.32 \$,	\$ - \$ -		1	\$ - \$ -	\$ 202.32 \$ 202.32				
22 185.10.05.4 Right-of-Way Staking	\$-	\$-	-	202.32 \$	6 - 5	,	\$ -		1	\$-	\$ 202.32		•		
23 185.10.05.5 Legal Descriptions and Exhibits (Estimated 2)	\$ -	\$ -	\$	202.32 \$	\$ - \$	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 202.32	\$ 341.88			
24 185.10.05.6 Monumentation and Record of Survey	\$ -	\$-		202.32 \$	\$ - S		\$ -		\$ -	\$-	\$ 202.32	\$ 341.88	\$ 43.54		
25 26 165 ENVIRONMENTAL STUDIES AND ENVIRONMENTAL DOCUMENT	\$ -	\$ -		- \$	<u>6</u> - 8		\$ <u>-</u>	+	Ŧ	\$-	<u>\$</u> -	\$ -	<u>\$</u> -	,	
26 165 ENVIRONMENTAL STUDIES AND ENVIRONMENTAL DOCUMENT 27 165.10.2 Visual Impact Assessment	\$ - \$ -	\$ - \$ -		- \$ 202.32 \$	<u>6 - 9</u> 6 - 9		\$ - \$ -	+	<u>\$</u> - \$-	\$ - \$ -	\$ - \$ 202.32	\$- \$341.88	\$ - \$ 43.54	•	\$ - \$ 665.0
28 165.10.25 Noise Quality Documentation Review	\$-	\$-		202.32 \$	6 - 5		\$ -			\$-	\$ 202.32		\$ 43.54		
29 165.10.30 Air Quality Conformity Checklist	\$ -	\$ -	\$	202.32 \$	\$ - S	\$-	\$ -	\$ -	\$ -	\$ -	\$ 202.32		\$ 43.54		\$ 665.0
30 165.10.45 Water Quality Studies	\$ -	\$ -		202.32 \$	6 - (\$ -		\$ -	\$ -	\$ 202.32		\$ 43.54		
31 165.10.65 Paleontology	\$- \$-	\$ - ¢	\$	202.32 \$	<u>6</u> - 8		\$ - \$ -	Ŧ		\$ - \$ -	\$ 202.32 \$ 202.32				
32 165.10.80 Initial Site Assessment Checklist 33 165.10.80.1 ADL Survey	\$ - \$ -	\$ - \$ -		202.32 \$ 202.32 \$			\$ - \$ -	Ψ	¥	¥	\$ 202.32 \$ 202.32				
34 165.10.80.2 Phase II ESA	\$- \$-	\$ - \$ -		202.32 \$		•	\$ -			\$ -	\$ 202.32 \$ 202.32				
35 165.15.1 Natural Environment Study	\$ -	\$-		202.32 \$	\$- \$		\$ -			\$ -	\$ 202.32	\$ 341.88	\$ 43.54	\$ 587.74	\$ 665.0
36 165.20.1 Cultural Resources Studies	\$ -	\$-		202.32 \$			\$ -	•	,	\$ -	\$ 202.32				
37 165.25.15 Categorical Exemption/Categorical Exclusion	\$ -	\$ -		- \$	<u>6</u> - 8		\$ -		,	Ŧ	<u>\$</u> -		<u>\$</u> -		\$ <u>-</u>
38 180.15.1 Notice of Exemption 39	\$ - \$ -	\$- \$-	· ·	- \$	<u>6 - 9</u> 6 - 9		\$ - \$ -	+	Ŧ	\$ - \$ -	<u>\$</u> - \$-	\$- \$-	<u>\$</u> - \$-		\$ - \$ -
40 200 UTILTIY COORDINATION	\$ -	\$ -		- \$	6 - S		Ŧ			\$ -		•	<u> </u>	,	\$ _
41 200.10.1 Obtain Utilities As Built Plans	\$-	\$ -		202.32 \$	6 - 9		\$ 780.80	\$-		\$-	\$ 983.12	\$ 1,661.28	\$ 211.55	\$ 2,855.95	\$ 3,231.5
42 200.10.2 Identify Utility Conflicts	\$ -	\$ -		202.32 \$			\$ 780.80		Ŧ	\$ -	\$ 983.12				\$ 3,231.5
43 200.10.3 Utility Coordination	\$ -	\$ -		202.32 \$			-			\$ -	· · · · · · · · · · · · · · · · · · ·	*			
44 45 230 PREPARE DRAFT PLANS, SPECIFICATIONS, & ESTIMATE (PS&E - 65% and 95%))	\$ - \$ -	\$- \$-		- \$	<u>6 - 9</u> 6 - 9	•	\$ - \$ -		•	\$ - \$ -	\$ - \$ -	\$- \$-	\$ - \$ -	•	\$ - \$ -
46 230.05 Draft Roadway Plans	\$ -	\$ - \$ -		809.28 \$		•	\$ 7,808.00			Ŧ	\$ 8,617.28		•		\$ 28,325.1
47 230.10 Draft Highway Planting Plans	\$-	\$ -		- \$	\$- \$	\$ -	\$ -		\$ -	\$-	\$-	\$-	\$ -	\$ -	\$-
48 230.15.15 Electrical Plans	\$ -	\$-		404.64 \$. ,	\$ -		1	•	\$ 17,132.64				
49 230.20 Transportation Management Plan 50 230.35 Draft Specifications	\$ -	\$ - ¢		404.64 \$	5 <u>-</u> 5 5 460.96 5	Ŧ	\$ - \$ 780.80			\$ - \$ 324.40	\$ 404.64 \$ 2,918.80				
50 230.35 Draft Specifications 51 230.4 Draft Quantities and Estimates	\$ - \$ -	\$- \$-	· ·	404.64 \$	5 460.96 S				<u>\$</u> - \$-	\$ 324.40 \$ 324.40					
52 230.5 Design Engineering Evaluation Report (DEER)	\$ 942.40			2,023.20 \$			\$ 780.80			\$ <u>5</u> 24.40 \$ -	\$ 2,965.60				
53	\$ -	\$ -		- \$	6 - 9		\$ -			•	\$ -	\$ -	\$ -		\$-
54 255 PREPARE FINAL DISTRICT PS&E PACKAGE	\$ -	\$-	\$	- \$	6 - 9	\$-	\$ -	\$ -	\$-	\$-	\$ -	\$-	\$ -	\$ -	\$ -
55 255.2 Final District PS&E PACKAGE	\$ -	\$-	\$	- \$	6 - 9	\$-	\$ 1,952.00	\$ -	\$ -	\$-	\$ 1,952.00	\$ 3,298.49	\$ 420.04	\$ 5,670.53	\$ 6,416.2

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Contra	et:	22-1002727	Date:	5/20/2	2022								-	-			
			Detail She	et													
		Task Description		Consult	tant												
		0	EXF	P U.S. Serv	vices, Inc	.											
A	В	С	D1	E1		G1	H1	l1	J1	K1	L1	M1	Al1	AJ	AK	AL	AM
			\$ 117.80	\$ 111	1.68 \$	50.58	\$ 115.24	\$ 69.70	\$ 48.80	\$ 48.80	\$ 54.65	\$ 40.55		168.98%	8.00%		
Row	WBS	Denviren en Kom of Mark, Tisler	Project M	QC Revie QO Revie		Highway Engineer	Drainage Engineer	Traffic Er	Engineer	Engineer	Engineer	Engineer					
Kow	Number	Drawing or Item of Work - Titles	lanager	wer		ing Lead	ing Lead	ngineer	/Designer	/Designer	/Designer	/Designer	Direct Labor Total	Overhead Cost	Fee	Total Labor Costs	Escalated Tota Labor Cost
57			\$ -	\$	- \$	-	\$ -	\$ -	\$ -	\$-	\$ -	\$-	\$ -	\$ -	\$-	\$ -	\$ -
58	260	PREPARE CONTRACT BID DOCUMENTS	\$ -	\$	- \$	-	\$-	\$ -	\$ -	\$-	\$ -	\$-	\$ -	\$ -	\$-	\$-	\$ -
59	260.8	Draft Contract Ready	\$ -	\$	- \$	404.64	\$ -	\$ 557.60	\$ 1,171.20	\$ -	\$ -	\$-	\$ 2,133.44	\$ 3,605.09	\$ 459.08	\$ 6,197.61	\$ 7,012.6
60			\$ -	\$	- \$	-	\$ -	\$ -	\$ -	\$-	\$ -	\$-	\$ -	\$-	\$-	\$-	\$ -
61		CONSTRUCTION ENGINEERING	\$ -	Ŧ	- \$	-	\$-	\$ -	\$ -	\$ -	\$ -	\$-	\$-	\$ -	\$ -	\$-	\$ -
62	270.2	Construction Technical Support	\$ 942.40	\$	- \$	404.64	\$-	\$ 557.60	\$ 780.80	\$ 390.40	\$ -	\$ 324.40	\$ 3,400.24	\$ 5,745.73	\$ 731.68	\$ 9,877.64	\$ 11,176.6
200			\$ -	Ŷ	- \$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$-	\$ -
			\$ 21,204.00	\$	- \$	14,668.20	\$ 921.92	\$ 30,389.20	\$ 27,913.60	\$ 976.00	\$ 12,897.40	\$ 4,379.40					
		Total Hours											\$ 113,349.72	\$ 191,538.36	\$ 24,391.05	\$ 329,279.12	\$ 372,582.4

22-1002727 Cost/Price Form for Cost Plus Fixed Fee RFP

Direct Labor Classification/Title Senior Landscape Architect Landscape Arch. and QA/QC Senior Landscape Designer Landscape Designer Senior Irrigation Designer	Key Personal						
Classification/Title Senior Landscape Architect Landscape Arch. and QA/QC Senior Landscape Designer Landscape Designer	Key Personal						
Senior Landscape Architect Landscape Arch. and QA/QC Senior Landscape Designer Landscape Designer			Hours	Labor Ra	-	Average Hourly	Total Direct Labo
Landscape Arch. and QA/QC Senior Landscape Designer Landscape Designer	King C. Disaster		10	Low	High	Rate	6024
Senior Landscape Designer Landscape Designer	Kim S. Rhodes		10 9	79.00	86.00	\$82.12	\$821. \$540.0
Landscape Designer	Todd Holmes			57.00	65.00	\$60.00	
	Danny Wang		34	45.00	52.00	\$46.84	\$1,592.
Senior Imgation Designer	Rachel Wells		36	33.00	40.00	\$34.50	\$1,242.
	Jon-sen Oen		56	45.00	51.00	\$46.46	\$2,601.
Irrigation Designer			40	33.00	39.00	\$36.00	\$1,440.
Landscape Cadd Administration			4	31.00 34.00	37.00 42.00	\$34.00 \$37.00	\$136. \$0.
Accounting			6	33.00	42.00	\$36.00	\$216.
Accounting			0	55.00	40.00	\$0.00	\$210.
			0			\$0.00	\$0.
Labor Costs						¢ ¢0 500 50	
Subtotal Direct Labor Costs Anticipated Salary Increases (see p	page 2 for sample)					\$ <u>\$8,589.52</u> \$64.97	-
Anticipated Salary increases (see p	age 2 for sampley	c) TOTAL DIF	RECTIABOR	R COSTS [(a)+(b)]		ې <u>ر</u> ې	8,654.4
		o, i e i i a e i				Ŷ	
Fringe Benefits Fringe Benefits (Rate 61.740	<mark>%</mark> %)	e) Total Frin	ige Benefits	[(c)x(d)]		\$	5,343.2
Indirect Costs							
Overhead (Rate 115.480	<mark>%</mark> %)	g) Overhead	l [(c)x (f)]			\$ 9,994.21	
General and		i) Gen & Adn)]		\$ 34.62	-
Administrative (Rate 0.400	<mark>%</mark> %)	,					-
	_			j) Total Indirect Co	sts [(g)+(i)]	\$	10,028.8
Fixed Fee (Profit)							
(Rate <u>8.00</u>	<mark>%_</mark> %)			k) Fixed fee [(c) + (e) + (J)] x (n)	\$	1,922.1
Total Loaded Labor Costs							25,948.7
Other Direct Costs (ODC)							
Travel/ Mileage Costs (supported						\$ 300.00	_
Equipment Rental and Supplies (it	emize)					\$	-
Printing /Repro/Delivery Costs	ad anot an analling and a formation prime of the					\$ 200.00	-
consultant estimate for each subc	ed cost proposal in same format as prime - artist onsultant	L				\$	
		p) Total Oth	er Direct Co	osts [(l) + (m) + (n)	+ (o)]	\$	500.0
Outside Services							
Company	Labor	Fe	e	ODC's	Total		
					\$0.00	4	
					\$0.00	4	
					\$0.00	4	
					\$0.00	4	
					\$0.00	4	
					\$0.00		
				.) T	\$0.00		
				q) Total Outside Se		\$	-
				Total cost [(c) + (e)	+ (j) + (k) + (p)+(c	a)] \$	26,448.7
Notes:							

Pag

22-1002727 Form 348-10-H Cost Proposal Actual Cost- Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts

Consulta	nt David Evans and Associate	es, Inc. Contract No.	22-1	1002727		Date	5/20/2022
1. Calcul	ate average hourly rate for 1st	year of contract (Direct Lab	or Subtotal	divided	by total hours)		
	Direct Labor <u>Subtotal</u> Per Cost Proposal	Total Hours cost Proposal		ŀ	Avg Iourly Rate		5year Contract Duration
	\$ 8,589.52 /	195	=	\$	44.05		Year 1 avg Hourly rate
2. Calcul	ate hourly rate for all years (in	crease the Average Hourly	rate for a ye	ear by pro	posed escalation	on%)	
	Average hourly rate	Proposed Escalation					

Average nouny rate				PI	oposeu Escalatio	11		
Year 1	\$	44.05	+		0%	=	\$ 44.05	Year 2 Avg Hourly Rate
Year 2	\$	44.05	+		3%	=	\$ 45.37	Year 3 Avg Hourly Rate
Year 3	\$	45.37	+		3%	=	\$ 46.73	Year 4 Avg Hourly Rate
Year 4	\$	46.73	+		3%	=	\$ 48.13	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

Est	imated % Compl	eted	Total Hours Per Cost		Total Hours per	
	Each year		Proposal		Year	
Year 1	55.0%	*	195	=	107.3	Estimated Hours Year 1
Year 2	25.0%	*	195	=	48.8	Estimated Hours Year 2
Year 3	15.0%	*	195	=	29.3	Estimated Hours Year 3
Year 4	5.0%	*	195	=	9.8	Estimated Hours Year 4
Year 5		*	195	=	0.0	Estimated Hours Year 5
Total	100.0%		Total	=	195	

4. Calculate Total Costs including Escalation (multiply avearage hourly rate by the number hours)

	Avg Hourly Rate			Estimated hours			Cost Per	
	(Calcul	ated above)		(Calculated above)			Year	
Year 1	\$	44.05	*	107.3	=	\$	4,724.36	Estimated Hours Year 1
Year 2	\$	44.05	*	48.8	=	\$	2,147.44	Estimated Hours Year 2
Year 3	\$	45.37	*	29.3	=	\$	1,327.07	Estimated Hours Year 3
Year 4	\$	46.73	*	9.8	=	\$	455.62	Estimated Hours Year 4
Year 5	\$	48.13	*	0.0	=	\$	-	Estimated Hours Year 5
			Total I	Direct Labor Cost with Escalat	tion =	\$	8,654.49	
			Direct	Labor Subtotal before Escalat	tion =	\$	8,589.52	
		Estin	nated Tota	al of Direct Labor Salary Incre	ase =	\$	64.97	Transfered 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

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Contra	ict:													
			Detail S	heet										
		Task Description			Consultant									
													1	
			David Evan	s and Assoc	iates, Inc. (L	andscape A.	Architecture)							
Α	В	С	D	E	F	G	н	I	J	К	L	М	AI	
Row	WBS Number	Drawing or Item of Work - Titles	Senior Landscape Architect	Landscape Arch. and QA/QC	Senior Landscape Designer	Landscape Designer	Senior Irrigation Designer	Irrigation Designer	Landscape Cadd	Administration	Accounting	0	Total Hours	
1	2.100.10	COORDINATION AND MEETINGS	2		6		4				2		14	
2													0	
3	2.160.10.30	LANDSCAPE CONCEPT PLANS											0	
4													0	
5	2.165.10-2	VISUAL IMPACT ASSESSMENT - Omitted											0	
6													0	
7	3.230-1	DRAFT PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)											0	
8		Planting Plans	2	2	8	32							44	
9		Irrigation Plan	2	2			24	40					68	
10		Agency Review (Submittal & Plan Check)	1	1	8		16		4				30	
11		Wall Aesthetics (Final Plans)											0	
12													0	
13	3.230-2	DRAFT SPECIFICATIONS AND QUANTITIES AND ESTIMATES	1	2	4		4						11 0	
14													0	
15	3.225-1	FINAL PS&E PACKAGE	2	2	8	4	8				2		26	
16													0	
17	3.27	CONSTRUCTION SUPPORT									2		2	
			10	9	34	36	56	40	4	0	6	0		
		Total Hours											195	

Attachment: Exhibit B 22-1002727_EXP Final Cost Proposal (8863 : Award Design Services Contract No. 22-1002727 for State Route 210 at

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Contra	act:	22-1002727	Date):	5/20/2022															
			D	etail She	et															
		Task Description			Consu	ltant														
		0	Davi	id Evans an	d Associates, I	nc. (Landscap	e Architecture)		•											
A	В	C		D1	E1	F1	G1	H1	1	J1	1	K1	L1		M1	Al1	AJ	AK	AL	AM
			\$	82.12	\$ 60.00	\$ 46.84	\$ 34.50	\$ 46.46	\$ 36.00	\$ 3	34.00	\$ 37.00	\$ 36.00) \$	-		177.62%	8.00%		
Row	WBS Number	Drawing or Item of Work - Titles		Senior Landscape Architect	Landscape Arch. and QA/QC	Senior Landscape Designer	Landscape Designer	Senior Irrigation Designer	Irrigation Designe	Landscape Cadd	•	Administration	Accounting		0	Direct Labor Total	Overhead Cost	Fee	Total Labor Costs	Escalated Total Labor Cost
1	2.100.1	COORDINATION AND MEETINGS	\$	164.24	\$ -	\$ 281.04	\$ -	\$ 185.84	5 -	\$	- 5	\$ -	\$ 72.00) \$	-	\$ 703.12	\$ 1,248.88	\$ 156.16	\$ 2,108.16	\$ 2,124.1 ²
2			\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$	- 5	<u>+</u> \$-	\$ -	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -
3	2.160.10.	30 LANDSCAPE CONCEPT PLANS	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$	- 5	\$-	\$ -	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -
4			\$	-	\$-	\$ -	\$ -	\$ -	\$-	\$	- 5	\$-	\$ -	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -
5	2.165.10	2 VISUAL IMPACT ASSESSMENT - Omitted	\$	-	\$-	\$-	\$-	\$-	\$-	\$	- 9	\$-	\$-	\$	-	\$-	\$ -	\$ -	\$ -	\$ -
6			\$	-	\$ -	\$-	\$-	\$	\$-	\$	- 8	\$-	\$-	\$	-	\$-	\$-	\$ -	\$ -	\$ -
7	3.230-1	DRAFT PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)	\$	-	\$ -	\$-	\$-	\$	\$-	\$	- 8	\$-	\$-	\$	-	\$-	\$-	\$ -	\$ -	\$ -
8		Planting Plans	\$	164.24	\$ 120.00	\$ 374.72	\$ 1,104.00	\$-	\$ -	\$	- 8	\$-	\$-	\$	-	\$ 1,762.96	\$ 3,131.37	\$ 391.55	\$ 5,285.88	\$ 5,325.86
9		Irrigation Plan	\$	164.24	\$ 120.00	\$-	\$-	\$ 1,115.04	\$ 1,440.00	\$	- 8	\$-	\$-	\$	-	\$ 2,839.28	\$ 5,043.13	\$ 630.59	\$ 8,513.00	\$ 8,577.40
10		Agency Review (Submittal & Plan Check)	\$	82.12	\$ 60.00	\$ 374.72	\$-	\$ 743.36	\$ -	\$ 13	36.00	\$-	\$-	\$	-	\$ 1,396.20	\$ 2,479.93	\$ 310.09	\$ 4,186.22	\$ 4,217.89
11		Wall Aesthetics (Final Plans)	\$	-	\$ -	\$-	\$-	\$-	\$ -	\$	- 5	\$-	\$-	\$	-	\$-	\$-	\$ -	\$ -	\$ -
12			\$	-	\$ -	\$-	\$-	\$-	\$ -	\$	- 5	\$-	\$-	\$	-	\$-	\$-	\$ -	\$ -	\$ -
13	3.230-2	DRAFT SPECIFICATIONS AND QUANTITIES AND ESTIMATES	\$	82.12	\$ 120.00	\$ 187.36	\$-	\$ 185.84	\$ -	\$	- 5	\$-	\$-	\$	-	\$ 575.32	\$ 1,021.88	\$ 127.78	\$ 1,724.98	\$ 1,738.03
14			\$	-	\$ -	\$-	\$-	\$ -	\$ -	\$	- 8	\$-	\$-	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -
15	3.225-1	FINAL PS&E PACKAGE	\$	164.24	\$ 120.00	\$ 374.72	\$ 138.00	\$ 371.68	\$ -	\$	- 9	\$-	\$ 72.00) \$	-	\$ 1,240.64	\$ 2,203.62	\$ 275.54	\$ 3,719.81	\$ 3,747.94
16			\$	-	\$-	\$-	\$-	\$-	\$ -	\$	- 5	\$-	\$-	\$	-	\$ -	\$-	\$ -	\$ -	\$ -
17	3.27	CONSTRUCTION SUPPORT	\$	-	\$ -	\$ -	\$-	\$ -	\$ -	\$	- 5	\$-	\$ 72.00		-	\$ 72.00	\$ 127.89	\$ 15.99	\$ 215.88	\$ 217.5 ⁻
			\$	821.20	\$ 540.00	\$ 1,592.56	\$ 1,242.00	\$ 2,601.76	\$ 1,440.00	\$ 13	6.00	\$-	\$ 216.00) \$	-					
		Total Hours														\$ 8,589.52	\$ 15,256.71	\$ 1,907.70	\$ 25,753.92	\$ 25,948.73

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22-1002727 SR-210 Waterman Ave IC **Cost/Price Form for Cost Plus Fixed Fee**

	& Stokes, Inc.		Contract No.	22-10	02727	Date	5/20/202
Direct Labor	Key Personal		Hours	Labor Ra		Actual Hourly	Total Direct Labo
Classification/Title				Low	High	Rate	<u> </u>
Proj Dir	Calvert, Brian		8 63	74.15	101.67	\$100.58	\$804.6
Proj Dir	Morgan, Harcourt			74.15	101.67	\$86.29	\$5,436.2
Sr Consult I	Garcia, Johnnie		16	47.12	49.12	\$47.98	\$767.6
Sr Consult II	Irvin, Elizabeth		20	49.50	54.09	\$54.09	\$1,081.8
Sr Consult III	Ban, Jennifer		0	56.66	60.95	\$57.92	\$0.0
Sr Tech Analyst	Hardie, Jon		2	74.63	76.98	\$76.92	\$153.8
Sr Tech Analyst	Higginson, Jonathan			74.63	76.98	\$76.92	\$0.0
Assoc Consult II	Rzeszutko, Jakob		0	35.83	41.23	\$37.69	\$0.0
Assoc Consult III Tech Dir	Barrera, Mario		2 48	41.15 77.98	46.00	\$45.58 \$84.86	\$91.3
	Lay, Keith				90.51		\$4,073.2
Asst Consult	Abeywickrema, Dinu		88	32.41	43.50	\$33.65	\$2,961.2
Assoc Consult II	Sukola, Katrina			35.83	41.23	\$37.50	\$75.0
Mng Consult	Hoisington, Gregory		6	62.92	68.28	\$66.55	\$399.3
Sr Consult II	Richards, Phillip		8	49.50	54.09	\$50.52	\$404.1
Sr Consult I	Buscombe, Brittany		10	47.12	49.12	\$49.12	\$491.2
Assoc Consult III	Martin, Colleen		55	41.15	46.00	\$41.15	\$2,263.2
Proj Dir	Crawford, Karen		26	74.15	101.67	\$75.08	\$1,952.0
Sr Consult III	Vargas, Benjamin		122	56.66	60.95	\$60.50	\$7,381.0
Asst Consult	Pham, Peter		60	32.41	43.50	\$32.41	\$1,944.6
Assoc Consult II	Downs, Lauren		24	35.83	41.23	\$40.89	\$981.3
Asst Consult	Roderick, Margaret		40	32.41	43.50	\$35.32	\$1,412.8
Admin Assistant	Finance Project Administrator		10	23.90	39.48	\$30.00	\$300.0
Subtotal Direct Labor Costs Anticipated Salary Increases (see	page 2 for sample)					\$ \$32,974.62 \$ 696.77	-
Anticipated Salary Increases (see	page 2 for sample)	c) TOTAL DIRE	ECT LABOR CO	DSTS [(a)+(b)]			-
Anticipated Salary Increases (see Fringe Benefits	page 2 for sample) <mark>3%</mark> %)	c) TOTAL DIRE e) Total Fringe					33,671.3
Anticipated Salary Increases (see Fringe Benefits						\$ 696.77	33,671.3
Anticipated Salary Increases (see Fringe Benefits Fringe Benefits (Rate <u>34.6</u>	<mark>3%</mark> %)		e Benefits [(d			\$ 696.77	33,671.3
Anticipated Salary Increases (see Fringe Benefits Fringe Benefits (Rate 34.6 Indirect Costs Overhead (Rate 130.1 General and	<mark>3%</mark> %) 1 <mark>%</mark> %)	e) Total Fringe	e Benefits [(‹ (c)x (f)]			\$ 696.77 \$	33,671.3
Anticipated Salary Increases (see Fringe Benefits Fringe Benefits (Rate 34.6 Indirect Costs Overhead (Rate 130.1 General and	<mark>3%</mark> %)	e) Total Fringe g) Overhead [e Benefits [(‹ (c)x (f)]	c)×(d)]		\$ <u>696.77</u> \$ \$ \$ <u>43,809.85</u> \$ <u>2,020.28</u>	33,671.3
Anticipated Salary Increases (see Fringe Benefits Fringe Benefits (Rate 34.6 Indirect Costs Overhead (Rate 130.1 General and	<mark>3%</mark> %) 1 <mark>%</mark> %)	e) Total Fringe g) Overhead [e Benefits [(‹ (c)x (f)]		sts [(g)+(i)]	\$ <u>696.77</u> \$ \$ \$	33,671.3
Anticipated Salary Increases (see Fringe Benefits Fringe Benefits (Rate 34.6 Indirect Costs Overhead (Rate 130.1 General and Administrative (Rate 6.0 Fixed Fee (Profit)	<mark>3%</mark> %) 1 <mark>%</mark> %) 0 <mark>%</mark> %)	e) Total Fringe g) Overhead [e Benefits [(‹ (c)x (f)]	j) Total Indirect Co		\$ 696.77 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	
Anticipated Salary Increases (see Fringe Benefits Fringe Benefits (Rate 34.6 Indirect Costs Overhead (Rate 130.1 General and Administrative (Rate 6.0 Fixed Fee (Profit)	<mark>3%</mark> %) 1 <mark>%</mark> %)	e) Total Fringe g) Overhead [e Benefits [(‹ (c)x (f)]	c)×(d)]		\$ <u>696.77</u> \$ \$ \$ <u>43,809.85</u> \$ <u>2,020.28</u>	- 33,671.3 - 11,660.4 - 45,830.1 - 7,292.9
Anticipated Salary Increases (see Fringe Benefits Fringe Benefits (Rate 34.6 Indirect Costs Overhead (Rate 130.1 General and Administrative (Rate 6.0 Fixed Fee (Profit) (Rate 8.0 Total Loaded Labor Costs Other Direct Costs (ODC) Travel/ Mileage Costs (supported Equipment Rental and Supplies (i Printing/Repro/Postage/Delivery Records Search / Project Supplies	 3% %) 1% %) 0% %) 0% %) by consultant actual costs) temize) Costs 	e) Total Fringe g) Overhead [e Benefits [(‹ (c)x (f)]	j) Total Indirect Co		\$ 696.77 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	
Anticipated Salary Increases (see Fringe Benefits Fringe Benefits (Rate 34.6 Indirect Costs Overhead (Rate 130.1 General and Administrative (Rate 6.0 Fixed Fee (Profit) (Rate 8.0 Total Loaded Labor Costs Other Direct Costs (ODC) Travel/ Mileage Costs (supported Equipment Rental and Supplies (i Printing/Repro/Postage/Delivery	 3% %) 1% %) 0% %) 0% %) by consultant actual costs) temize) Costs 	e) Total Fring ø g) Overhead [i i) Gen & Admi	e Benefits [(((c)x (f)] in [(c) x (h)]	j) Total Indirect Co	(e) + (j)] x (n)	\$ 696.77 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	33,671.3 11,660.4 45,830.1 7,292.9 98,454.8
Anticipated Salary Increases (see Fringe Benefits Fringe Benefits (Rate 34.6 Indirect Costs Overhead (Rate 130.1 General and Administrative (Rate 6.0 Fixed Fee (Profit) (Rate 8.0 Total Loaded Labor Costs Other Direct Costs (ODC) Travel/ Mileage Costs (supported Equipment Rental and Supplies (i Printing/Repro/Postage/Delivery Records Search / Project Supplies	 3% %) 1% %) 0% %) 0% %) by consultant actual costs) temize) Costs 	e) Total Fring ø g) Overhead [i i) Gen & Admi	e Benefits [(((c)x (f)] in [(c) x (h)]	j) Total Indirect Co k) Fixed fee [(c) + 1	(e) + (j)] x (n)	\$ <u>696.77</u> \$ \$ \$ <u>43,809.85</u> \$ <u>2,020.28</u> \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	33,671.3 11,660.4 45,830.1 7,292.9 98,454.8
Anticipated Salary Increases (see Fringe Benefits Fringe Benefits (Rate 34.6 Indirect Costs Overhead (Rate 130.1 General and Administrative (Rate 6.0 Fixed Fee (Profit) (Rate 8.0 Total Loaded Labor Costs Other Direct Costs (ODC) Travel/ Mileage Costs (supported Equipment Rental and Supplies (i Printing/Repro/Postage/Delivery Records Search / Project Supplies consultant estimate for each sub-	 3% %) 1% %) 0% %) 0% %) by consultant actual costs) temize) Costs 	e) Total Fring ø g) Overhead [i i) Gen & Admi	e Benefits [(((c)x (f)] in [(c) x (h)]	j) Total Indirect Co k) Fixed fee [(c) + 1	(e) + (j)] x (n)	\$ <u>696.77</u> \$ \$ \$ <u>43,809.85</u> \$ <u>2,020.28</u> \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	33,671.3 11,660.4 45,830.1 7,292.9 98,454.8
Anticipated Salary Increases (see Fringe Benefits Fringe Benefits (Rate 34.6 Indirect Costs Overhead (Rate 130.1 General and Administrative (Rate 6.0 Fixed Fee (Profit) (Rate 8.0 Total Loaded Labor Costs Other Direct Costs (ODC) Travel/ Mileage Costs (supported Equipment Rental and Supplies (i Printing/Repro/Postage/Delivery Records Search / Project Supplies consultant estimate for each sub-	 3% %) 1% %) 0% %) by consultant actual costs) temize) Costs consultant 	e) Total Fring e g) Overhead [i) Gen & Admi p) Total Othe r	e Benefits [(((c)x (f)] in [(c) x (h)]	;)X(d)] j) Total Indirect Co k) Fixed fee [(c) + 1 ; [(l) + (m) + (n) + (o)	(e) + (j)] x (n)))] Total	\$ <u>696.77</u> \$ \$ \$ <u>43,809.85</u> \$ <u>2,020.28</u> \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	33,671.3 11,660.4 45,830.1 7,292.9 98,454.8
Anticipated Salary Increases (see Fringe Benefits Fringe Benefits (Rate 34.6 Indirect Costs Overhead (Rate 130.1 General and Administrative (Rate 6.0 Fixed Fee (Profit) (Rate 8.0 Total Loaded Labor Costs Other Direct Costs (ODC) Travel/ Mileage Costs (supported Equipment Rental and Supplies (i Printing/Repro/Postage/Delivery Records Search / Project Supplies consultant estimate for each sub-	 3% %) 1% %) 0% %) by consultant actual costs) temize) Costs consultant 	e) Total Fring e g) Overhead [i) Gen & Admi p) Total Othe r	e Benefits [(((c)x (f)] in [(c) x (h)]	;)x(d)] j) Total Indirect Co k) Fixed fee [(c) + (; [(l) + (m) + (n) + (o	(e) + (j)] x (n)))] Total \$0.00	\$ <u>696.77</u> \$ \$ \$ <u>43,809.85</u> \$ <u>2,020.28</u> \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	33,671.3 11,660.4 45,830.1 7,292.9 98,454.8
Anticipated Salary Increases (see Fringe Benefits Fringe Benefits (Rate 34.6 Indirect Costs Overhead (Rate 130.1 General and Administrative (Rate 6.0 Fixed Fee (Profit) (Rate 8.0 Total Loaded Labor Costs Other Direct Costs (ODC) Travel/ Mileage Costs (supported Equipment Rental and Supplies (i Printing/Repro/Postage/Delivery Records Search / Project Supplies consultant estimate for each sub-	 3% %) 1% %) 0% %) by consultant actual costs) temize) Costs consultant 	e) Total Fring e g) Overhead [i) Gen & Admi p) Total Othe r	e Benefits [(((c)x (f)] in [(c) x (h)]	;)X(d)] j) Total Indirect Co k) Fixed fee [(c) + 1 ; [(l) + (m) + (n) + (o)	(e) + (j)] x (n)))] Total	\$ <u>696.77</u> \$ \$ \$ <u>43,809.85</u> \$ <u>2,020.28</u> \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	33,671.3 11,660.4 45,830.1 7,292.9 98,454.8

Total cost [(c) + (e) + (j) + (k) + (p)+(q)]

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100,254.87

\$

22-1002727

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

Notes:

22-1002727 Form 348-10-H Cost Proposal Actual Cost- Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts

Consultant	ICF Jones & Stokes	s <u>, Inc.</u>	Contract No.		22-1002	727		Date _	5/20/2022
1. Calculate	average hourly rat	e for 1st year	of contract (Dir	rect Labor Su	btotal div	/ided by	y total hours)		
:	Direct Labor <u>Subtotal</u> Per Cost Proposal					Hc	vg ourly ate		5year Contract Duration
	\$ 32,974.62	/	610	D	=	\$	54.06		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	2	Pr	oposed Escalation	on		
Year 1	\$	54.06	+		3%	=	\$ 55.68	Year 2 Avg Hourly Rate
Year 2	\$	55.68	+		3%	=	\$ 57.35	Year 3 Avg Hourly Rate
Year 3	\$	57.35	+		3%	=	\$ 59.07	Year 4 Avg Hourly Rate
Year 4	\$	59.07	+		3%	=	\$ 60.84	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

Es	timated % Compl	eted	Total Hours Per Cost		Total Hours per	
	Each year		Proposal		Year	
Year 1	40.0%	*	610	=	244.0	Estimated Hours Year 1
Year 2	50.0%	*	610	=	305.0	Estimated Hours Year 2
Year 3	10.0%	*	610	=	61.0	Estimated Hours Year 3
Year 4	0.0%	*	610	=	0.0	Estimated Hours Year 4
Year 5		*	610	=	0.0	Estimated Hours Year 5
Total	100.0%		Total	=	610	

4. Calculate Total Costs including Escalation (multiply avearage hourly rate by the number hours)

	Avg Hourly Rate (Calculated above)			Estimated hours (Calculated above)		Cost Per Year	
Year 1	\$	54.06	*	244.0	=	\$ 13,190.64	Estimated Hours Year 1
Year 2	\$	55.68	*	305.0	=	\$ 16,982.40	Estimated Hours Year 2
Year 3	\$	57.35	*	61.0	=	\$ 3,498.35	Estimated Hours Year 3
Year 4	\$	59.07	*	0.0	=	\$ -	Estimated Hours Year 4
Year 5	\$	60.84	*	0.0	=	\$ -	Estimated Hours Year 5
			Total D	Direct Labor Cost with Escalat	ion =	\$ 33,671.39	
			Direct I	Labor Subtotal before Escalat	ion =	\$ 32,974.62	
		Estim	ated Tota	al of Direct Labor Salary Incre	ase =	\$ 696.77	Transfered 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

Page

Contra	act:	22-1002727	Date:	5/20/2022																		
								De	etail Shee	t												
		Task Description		Consu	iltant					-												
							•															
				ICF Jones &	Stokes, Inc.																	
A	В	С	D	E	F	G	I	L	М	N	0	Р	Q	R	S	Т	U	V	W	Х	Y	AI
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Row	WBS	Drawing or Item of Work - Titles	Bria	Har	hho	abe	Б.	Mar	.e	krer	Catr	É	Ē	, e	olle	, X	genj	eter	aur		² roj	
	Number		<u>"</u>	an,	, a	Eliz	Ŀ,	ra, I	(eit	vicl	a, T	isingto igory	rds	comt) °,	ord	S, E	Å,	s, L	rick aret	nist	
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		Task 2.400.40.4 Coordination and Mastimus	Ü	ž	Ö	≤	Ĩ	ä	Ľ	DIA	งี	ΤŌ	i <u>r</u>	<u></u>	ž	ō	Š	ā	ŏ	ŘΞ	i ž	Total Hour
		Task 2.100.10-1 Coordination and Meetings	8.0		1.0																10.0	
2		Task 2.160.10.80 Geotechnical Studies Preliminary Materials Re	port	10.0	4.0	2.0	2.0	2.0	2.0		2.0	2.0				2.0)	28
3		Task 2.165.10 General Environmental Studies)	<u> </u>
4		Task 2.165.10-2 Visual Impact Analysis Task 2.165.10-3 Noise Study)	<u> </u>
5				1.0		2.0			40.0	00.0												10-
0		Task 2.165.10-4 Air Quality Study Task 2.165.10-45 Water Quality Studies		1.0		2.0			46.0	88.0												137
8		Task 2.165.15-1 Natural Environment Study		1.0		6.0						4.0	8.0	10.0	55.0							
9		Task 2.165.20 Cultural Resources Studies		1.0	12.0							4.0	0.0	10.0	55.0	24.0	122.0	60.0	24.0	40.0		291
10		Task 2.165.25.15 – Categorical Exemption/Categorical Exclusion		8.0	12.0	2.0										24.0	122.0	60.0	24.0	40.0		29
11		Task 3.180.15-10 Notice of Exemption		2.0		2.0																
12				2.0																		
201																						
			8.0	63.0	16.0	20.0	2.0	2.0	48.0	88.0	2.0	6.0	8.0	10.0	55.0	26.0	122.0	60.0	24.0	40.0	10.0	<u> </u>
																					()	
		Total Hour	s																			61(
																						010

Attachment: Exhibit B 22-1002727_EXP Final Cost Proposal (8863 : Award Design Services Contract No. 22-1002727 for State Route 210 at

Page Packet Pg. 222

Contra	ict:	22-1002727			Date:	5/20/2022													-		-
				Det	ail Sheet																
			Task Description			Consultant															
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			0		ICF .	Jones & Stoke	s, Inc.		-												
A	В		С		D1	E1	G1	H1		l1	J1		K1	L1	N	11	Al1	AJ	AK	AL	AM
					\$ 100.58	\$ 86.29	\$ 54.09	\$ 57.92	2 \$	76.92	\$ 76.9	92 \$	37.69	\$ 45.5	8 \$ 8	84.86		170.74%	8.00%		
					Proj Di	Proj Dii	Sr Con	Sr Con		Sr Tech	Sr Tech		Assoc	Assoc							
Row	WBS Number		Drawing or Item of Work - Titles				sult	sult		An	An		Con	Con	-	·					Escalated
	Number						=	=		aly	aly		sult	sult			Direct Labor			Total Labor	Total Labor
										st	st		Ξ	Ē			Total	Overhead Cost	Fee	Costs	Cost
1		Task 2.100.10-1 Coordinat	tion and Meetings		\$ 804.64	\$ 3.451.60	\$-	\$-	\$	-	\$ -	\$	-	\$-	\$	- 5	\$ 4,556.24	\$ 7,779.32	\$ 986.85	\$ 13,322.41	\$ 13,603.92
2			cal Studies Preliminary Materials Report		\$ -	\$ 862.90	*	\$-	\$	153.84	Ŧ	\$	-	\$ 91.1	6 \$ 10	69.72		\$ 3,305.49		\$ 5,660.79	
3		Task 2.165.10 General En	vironmental Studies		\$ -	\$ -	\$ -	\$ -	\$	-	\$ -	\$	-	\$ -	\$	- 5	\$ -	\$ -	\$ -	\$ -	\$ -
4		Task 2.165.10-2 Visual Imp	act Analysis		\$ -	\$-	\$-	\$-	\$	-	\$-	\$	-	\$-	\$	- 9	\$-	\$ -	\$ -	\$-	\$-
5		Task 2.165.10-3 Noise Stud	, ,		\$-	\$-	\$-	\$-	\$	-	\$-	\$	-	\$-	\$	- 9	\$-	\$-	\$-	\$-	\$-
6		Task 2.165.10-4 Air Qualit			\$-	\$ 86.29	\$ 108.18	\$-	\$	-	\$-	\$	-	\$-	\$ 3,9	03.56	\$ 7,059.23	\$ 12,052.93	\$ 1,528.97	\$ 20,641.13	\$ 21,077.29
7		Task 2.165.10-45 Water Q	•		\$-	\$-	\$-	\$-	\$	-	\$-	\$	-	\$-	\$	- 5	\$-	\$ -	\$-	\$-	\$-
8		Task 2.165.15-1 Natural E	,		\$-	\$ 86.29		\$-	\$	-	\$-	\$	-	\$-	\$	- 3	\$ 3,835.64	\$ 6,548.97		\$ 11,215.38	
9		Task 2.165.20 Cultural Res			\$ -	\$ 86.29		\$ -	\$	-	\$ -	\$	-	\$ -	\$	- 3	\$ 14,616.45	<u> </u>		\$ 42,738.38	
10			al Exemption/Categorical Exclusion		\$ -	\$ 690.32		\$ -	\$	-	<u>\$</u> -	\$	-	\$ -	\$	- 9	\$ 798.50	\$ 1,363.36		. ,	. ,
11		Task 3.180.15-10 Notice of	Exemption		\$ -	\$ 172.58	\$ -	\$ -	\$	-	\$ -	\$	-	\$-	\$	- 9	\$ 172.58	\$ 294.66	\$ 37.38	\$ 504.62	\$ 515.29
12					<u>\$</u> -	\$ -	\$-	<u>\$</u> -	\$	-	<u>\$</u> -	÷	-	\$-	\$	- 8	<u>\$</u> -	<u>\$</u> -	<u>\$</u> -	\$ -	\$ -
201					\$ -	\$ -	\$ -	\$ -	\$	-	<u>\$</u> -		-	\$ -	\$	- 3	\$-	\$ -	\$ -	\$ -	\$ -
					\$ 804.64	\$ 5,436.27	\$ 1,081.80	\$-	\$	153.84	\$-	\$	-	\$ 91.1	6 \$ 4,0	73.28					
				Total Hours												:	\$ 32,974.62	\$ 56,300.87	\$ 7,142.04	\$ 96,417.53	\$ 98,454.8

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Page Packet Pg. 223

Attachment: Exhibit B 22-1002727_EXP Final Cost Proposal (8863 : Award Design Services Contract No. 22-1002727 for State Route 210 at

1 Preliminary Materials Report & Geotechnical Design Report, 1 Final Materials Report & Geotechnical Design Report & Environmental

Consultant Converse Con	nsultants	Contrac	No.	22-100	02727	Date	5/20/2022
Direct Labor	Key Personal	Hou	<u> </u>	Labor Ra	te Range	Actual Hourly	Total Direct Labor
Classification/Title			-	Low	High	Rate	
lanaging Officer	Norman Eke	4		95.00	100.00	\$97.50	\$390.00
rincipal Professional	Laura Tanaka	6		65.00	65.00	\$65.00	\$390.00
eniorr Professional	Michael Van Fleet	32		40.00	50.00	\$45.00	\$1,440.0
eniorr Professional	John Ziegler	0		40.00	50.00	\$45.00	\$0.0
Staff Scientist	Spencer Wagner	20		30.00	40.00	\$35.00	\$700.00
aff Scientist	Kaspar Witinger	30		20.00	30.00	\$25.00	\$750.0
aff Scientist	Katherine Thomas	2		20.00	30.00	\$25.00	\$50.0
erical	Ann Marie Maldonado	0		15.00	25.00	\$20.00	\$0.0
ord Processor	Jennifer Loeppky	0	_	15.00	25.00	\$20.00	\$0.0
incipal EngineerProject Director	Hashmi Quazi	10		133.82	133.82	\$133.82	\$1,338.2
ad Engineer	Ram Ariram	30		57.70	57.70	\$57.70	\$1,731.0
A/QC Engineer	Gamini Weeratunga	16		100.00	100.00	\$100.00	\$1,600.0
nior Engineer	Zafar Ahmed	0		75.00	75.00	\$75.00	\$0.0
ad Geologist	Robert Gregorek	16		65.00	65.00	\$65.00	\$1,040.0
boratory Supervisor	Antonio Maciel	0		35.00	40.00	\$37.50	\$0.0
fice/Field Engineer	Mahmoud Suliman	140		33.00	35.00	\$34.00	\$4,760.0
fice/Field Geologist	Catherine Nelson	16		32.80	32.80	\$32.80	\$524.8
/ord Processor	Kathy Von Glahn	0		25.00	25.00	\$25.00	\$0.0
illing	Danielle Ertl	0		31.50	31.50	\$31.50	\$0.0
rafting	Yadira Guevara Carmona	20		24.00	25.00	\$24.50	\$490.0
inge Benefits (Rate <u>33.560%</u> direct Costs verhead (Rate <u>103.620%</u> eneral and ministrative (Rate <u>22.770%</u> ded Fee (Profit) (Rate <u>8.00%</u> tal Loaded Labor Costs her Direct Costs (ODC) avel/ Mileage Costs (supported by upment Rental and Supplies (iter boratory Testing (Geo)	- 2 %) 2 %) 2 %) y consultant actual costs) (env)	e) Total Fringe Benefi g) Overhead [(c)x (f)] i) Gen & Admin [(c) x (h)] j)	x(d)]) Total Indirect Co <) Fixed fee [(c) + ((e) + (j)] x (n)	\$ <u>15,754.38</u> <u>3,461.95</u> \$ \$ \$ <u>\$</u> <u>\$</u> <u>\$</u> <u>\$</u> <u>\$</u> <u>\$</u>	
onsultant estimate for each subcor	isultant	p) Total Other Direct	Costs [)] Total	\$	7,310.00
utside Services Company DR terphase Environmental	Labor	Fee \$2,100.00		ODC's	\$2,100.00 \$0.00	_	
Company DR terphase Environmental	Labor	\$2,100.00 \$2,265.00		, ,	\$2,100.00 \$0.00 \$2,265.00	-	
Company DR terphase Environmental mes Environmental padway Construction Services	Labor	\$2,100.00 \$2,265.00 \$500.00			\$2,100.00 \$0.00 \$2,265.00 \$500.00	-	
Company DR terphase Environmental ones Environmental padway Construction Services R Drilling	Labor	\$2,100.00 \$2,265.00 \$500.00 \$13,728.00			\$2,100.00 \$0.00 \$2,265.00 \$500.00 \$13,728.00	-	
Company DR terphase Environmental nes Environmental badway Construction Services R Drilling ty & Caltrans Permit Fees	Labor	\$2,100.00 \$2,265.00 \$500.00 \$13,728.00 \$0.00		, ,	\$2,100.00 \$0.00 \$2,265.00 \$500.00 \$13,728.00 \$0.00	-	
Company R terphase Environmental nes Environmental adway Construction Services 1 Drilling	Labor	\$2,100.00 \$2,265.00 \$500.00 \$13,728.00		, ,	\$2,100.00 \$0.00 \$2,265.00 \$500.00 \$13,728.00	-	

Total cost [(c) + (e) + (j) + (k) + (p)+(q)]

\$ \$72,787.61

Notes:

a) b)

d)

f) h)

n)

I) m) n) o)

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



22-1002727 Form 348-10-H Cost Proposal Actual Cost- Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts

\$

32.85

Year 5 Avg Hourly Rate

Consultan	t <u>Conve</u>	erse Consulta	<u>nts</u>	Contract I	No	22-1	002727		Date _	5/20/2022
1. Calcula	te averag	ge hourly rate	e for 1st y	ear of contract (D)irect Labor	Subtotal di	ivided by	total hours)	
	Subto	ect Labor <u>tal</u> Per Cost roposal		Total Ho cost Prop			F	Avg Iourly Rate		5year Contract Duration
	\$	10,280.00	/		342	=	\$	30.06		Year 1 avg Hourly rate
2. Calcula		rate for all y e hourly rate	ears (incr	ease the Average		e for a year	by propo	osed escalat	ion%)	
Year 1	\$	30.06	+	TTOPOSEC ES	0%	=	\$	30.06	Year 2 Avg H	ourly Rate
Year 2	\$	30.06	+		3%	=	\$	30.96	Year 3 Avg H	,
Year 3	\$	30.96	+		3%	=	\$	31.89	Year 4 Avg H	,

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

I	stimated % Comple Each year	ted	Total Hours Per Cost Proposal		Total Hours per Year	
Year 1	90.0%	*	342	=	308.0	Estimated Hours Year 1
Year 2	10.0%	*	342	=	34.0	Estimated Hours Year 2
Year 3	0.0%	*	342	=	0.0	Estimated Hours Year 3
Year 4	0.0%	*	342	=	0.0	Estimated Hours Year 4
Year 5		*	342	=	0.0	Estimated Hours Year 5
Total	100.0%		Total	=	342.0	

3%

4. Calculate Total Costs including Escalation (multiply avearage hourly rate by the number hours)

	0	ourly Rate		Estimated hours		Cost Per	
	(Calcula	ated above)		(Calculated above)		Year	
Year 1	\$	30.06	*	308.0	=	\$ 9,258.00	Estimated Hours Year 1
Year 2	\$	30.06	*	34.0	=	\$ 1,022.00	Estimated Hours Year 2
Year 3	\$	30.96	*	0.0	=	\$ -	Estimated Hours Year 3
Year 4	\$	31.89	*	0.0	=	\$ -	Estimated Hours Year 4
Year 5	\$	32.85	*	0.0	=	\$ -	Estimated Hours Year 5
			Total D	Pirect Labor Cost with Escalat	ion =	\$ 10,280.00	
			Direct L	abor Subtotal before Escalat	ion =	\$ 10,280.00	
		Estin	nated Tota	l of Direct Labor Salary Incre	ase =	\$ -	Transfered to page 1

Notes:

\$

31.89

Year 4

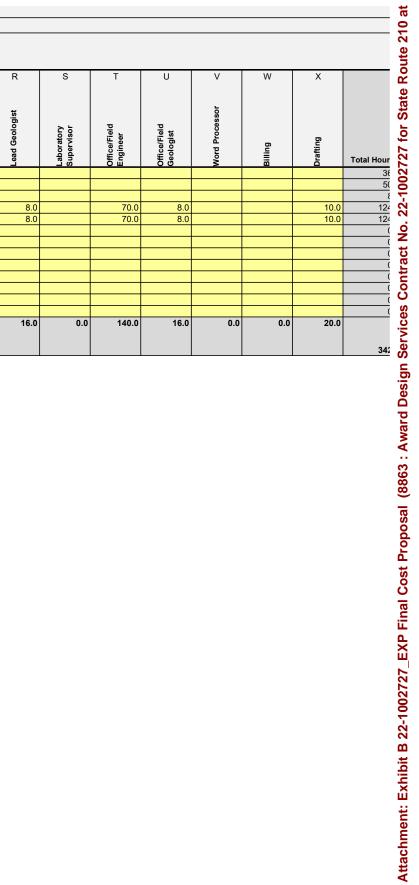
• This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

• 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

Contra	ct:	22-1002727	Date:	5/20/2022												
							[Detail She	et							
		Task Description		Cons	ultant											
				Converse (Consultants											
A	В	C	D	E	G	Н	I	J	К	L	М	N	0	Р	Q	
			ficer				Scientist	t	×.		sor	lect	Ŀ	leer	leer	
Row	WBS Number	Drawing or Item of Work - Titles	Managing Of	Principal Professional	Seniorr Professional	Seniorr Professional	Sr. Staff Scie	Staff Scientis	Staff Scientis	Clerical	Nord Proces	Principal EngineerProj Director	Lead Enginee	aA/QC Engir	Senior Engin	
1		Initial Site Assessment	2.0	6.0	4.0		0.0	22.0	2.0	0.0						
2		ADL Survey	2.0	0.0	28.0		20.0			0.0	0.0					
4		Traffic Control						8.0								
5		Preliminary Material Report & Geotechnical Design Report										5.0		8.0		
6		Final Material Report & Geotechnical Design Report										5.0	15.0	8.0		
7																
8																
9																
10																
11																
12																
13																
200																
			4.0	6.0	32.0	0.0	20.0	30.0	2.0	0.0	0.0	10.0	30.0	16.0	0.0	
		Total Hours														

10.d	
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Contra	ict:	22-1002727	Date:	5/20/2022																								
								Detail She	et																			1
		Task Description	Co	onsultant																								
		0	Convers	se Consultan	its																							
Α	В	C	D1	E1	G1	H1	11	J1	K1	L1	M1	N1	01	P1	Q1	R1	S1	T1	U1	V1	W1	X1	AI	Al1	AJ	AK	AL	AM
			\$ 97.50 \$	65.00 \$	45.00 \$	45.00	\$ 35.00	\$ 25.00	\$ 25.00	\$ 20.00	0 \$ 20.00	\$ 133.82	\$ 57.70	\$ 100.00	\$ 75.00	\$ 65.00	\$ 37.50	\$ 34.00	\$ 32.80	\$ 25.00	\$ 31.5	0 \$ 24.50			159.95%	8.00%		
Row	WBS Number	Drawing or Item of Work - Titles	Managing Officer	Principal Professional	Seniorr Professional	Seniorr Professional	Sr. Staff Scientist	Staff Scientist	Staff Scientist	Clerical	Word Processor	Principal EngineerProject Director	Lead Engineer	QA/QC Engineer	Senior Engineer	Lead Geologist	Laboratory Supervisor	Office/Field Engineer	Office/Field Geologist	Word Processor	Billing	Drafting	Hours Total		Overhead Cost		Total Labor Costs	
1		Initial Site Assessment	\$ 195.00 \$	390.00 \$	180.00 \$) - ·		\$ 550.00	\$ 50.00	\$-	\$ -	\$ -	\$ -	\$-	\$-	\$-	\$-	\$-	\$ -	\$-	\$-	\$ -		\$ 1,365.00	\$ 2,183.32 \$	\$ 283.87		+ +,+++++
2		ADL Survey	\$ 195.00 \$	- \$	1,260.00 \$	3 - ÷	\$ 700.00		\$-	\$-	\$ -	\$ -	\$ -	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$ -		\$ 2,155.00	\$ 3,446.92 \$			
4			\$-\$	- \$	- \$	6 - I	\$-	\$ 200.00	\$-	\$-	\$ -	\$ -	\$ -	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$ -	8.0		\$ 319.90 \$			
5		Preliminary Material Report & Geotechnical Design Report	\$ - \$	- \$	- \$	6 - I	\$-	\$-	\$-	\$-	\$ -	\$ 669.10	\$ 865.50	\$ 800.00	\$-	\$ 520.00	\$-	\$ 2,380.00	\$ 262.40	\$-	\$-	\$ 245.00		\$ 5,742.00 \$	\$ 9,184.33 \$			
6		Final Material Report & Geotechnical Design Report	\$ - \$	- \$	- \$	6 - I	\$-	\$-	\$-	\$-	\$ -	\$ 669.10	\$ 865.50	\$ 800.00	\$-	\$ 520.00	\$-	\$ 2,380.00	\$ 262.40	\$-	\$-	\$ 245.00	124.0	\$ 5,742.00 \$	\$ 9,184.33 \$	\$ 1,194.11	\$ 16,120.44	\$ 16,120.4
7			\$ - \$	- \$	- \$) - ÷	\$-	\$-	\$-	\$-	\$-	\$ -	\$-	\$ -	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$ -	0.0	\$ - 5	s - s	6 -	\$ -	\$ -
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14			\$ - \$	- \$	- \$	6 - 5	\$-	\$-	\$-	\$ -	\$ -	\$ -	\$ -	\$ -	\$-	\$ -	\$-	\$ -	\$ -	\$-	\$ -	\$ -	0.0	\$ - 5	s - s	6 -	\$-	\$ -
15			\$ - \$	- \$	- \$	3 - 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0	\$ - 5	5 - \$	§ -	\$ -	\$ -
200			\$ - \$	- \$	- \$	3 - 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0	\$ - 5	5 - \$	6 -	\$ -	\$ -
	•		\$ 390.00 \$	390.00 \$	1,440.00 \$	\$ - \$	\$ 700.00	\$ 750.00	\$ 50.00	\$ -	\$ -	\$ 1,338.20	\$ 1,731.00	\$ 1,600.00	\$-	\$ 1,040.00	\$-	\$ 4,760.00	\$ 524.80	\$ -	\$ -	\$ 490.00	•					
		Total Hours																					342.0	\$ 15,204.00	\$ 24,318.80 \$	3,161.82	\$ 42,684.62	\$ 42,684.6

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22-1002727 Cost/Price Form for Cost Plus Fixed Fee

	Consultant Epic Land So	lutions, Inc.		Contract No.	22-10	02727	Date	5/20/2022
	Direct Labor	Key Personal		Hours		te Range	Actual Hourly	Total Direct Labor
_	Classification/Title	-			Low	High	Rate	
	enior Regional Manager	Kari Anvick		16	72.12	72.12	\$72.12	\$1,153.92
	ght of Way Agent	Yasmeen Flores		5	30.77	30.77	\$30.77	\$153.85
	enior GIS Analyst	Kelsey Kaszas		10	55.00	55.00	\$55.00	\$550.00
	tility Coordination Lead	Michael Mays		40	55.29	55.29	\$55.29	\$2,211.60
	tility Coordinator	Bernadette Salto		120	33.65	33.65	\$33.65	\$4,038.00
Bu	udget & Financial Controls	Abigail Lopez		6	47.60	47.60	\$47.60	\$285.60
				0			\$0.00	\$0.00
				0			\$0.00	\$0.00
				0			\$0.00	\$0.00
La	abor Costs	1			1		\$0.00	\$0.00
S	ubtotal Direct Labor Costs nticipated Salary Increases (see pa	ge 2 for sample)	c) TOTAL DIF	RECT LABOR CO	DSTS [(a)+(b)]	\$ \$	\$8,392.97 120.27 \$	-
	ringe Benefits ringe Benefits (Rate <u>48.250%</u>	<mark>5</mark> %)	e) Total Frin	ge Benefits [(d	c)x(d)]		Ş	4,107.64
C G	direct Costs Overhead (Rate 73.070% ieneral and dministrative (Rate 43.610%	-	g) Overhead i) Gen & Adn		j) Total Indirect Co	\$ \$ sts [(g)+(i)]	6,220.62 3,712.62 \$	9,933.24
Fi	xed Fee (Profit) (Rate <u>8.00%</u>	<mark>s</mark> %)			k) Fixed fee [(c) +	(e) + (j)] x (n)	\$	1,804.33
Тс	otal Loaded Labor Costs							24,358.45
T) Pr	ther Direct Costs (ODC) ravel/ Mileage Costs (supported by operty Ownership and Real Estate onsultant estimate for each subcor	Data				\$ \$	200.00 600.00	
			p) Total Oth	er Direct Costs	; [(l) + (m) + (n) + (c)]	\$	800.00
0	utside Services		_	_			1	
	Company	Labor	F	ee	ODC's	Total		
						\$0.00		
						\$0.00		
						\$0.00		
						\$0.00		
						\$0.00		
						\$0.00		
						\$0.00		
					q) Total Outside Se	ervices	\$	-
					Total cost [(c) + (e)	(i) + (i) + (k) + (n) + (n)] \$	25,158.45

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

22-1002727 Form 348-10-H Cost Proposal Actual Cost- Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts

Consultant <u>Epi</u>	c Land Solution	<u>s, Inc.</u>	Contract No.	SR-210 Wa Interchang		02727	E, ROW,	Date <u>5/20/2022</u>
1. Calculate aver	age hourly rat	e for 1st yea	r of contract (Dire	ct Labor Sub	ototal d	livided by	/ total hours)	
Subt	irect Labor <u>total</u> Per Cost Proposal		Total Hours cost Proposal			F	Avg Iourly Rate	5year Contract Duration
\$	8,392.97	/	197	,	=	\$	42.60	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

	Average	hourly rate		Propos	ed Escalation			
Year 1	\$	42.60	+		3%	=	\$ 43.88	Year 2 Avg Hourly Rate
Year 2	\$	43.88	+		3%	=	\$ 45.20	Year 3 Avg Hourly Rate
Year 3	\$	45.20	+		3%	=	\$ 46.56	Year 4 Avg Hourly Rate
Year 4	\$	46.56	+		3%	=	\$ 47.96	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

	Estimated % Comple Each year	eted	Total Hours Per Cost Proposal		Total Hours per Year	
Year 1	52.0%	*	197	=	102.4	Estimated Hours Year 1
Year 2	48.0%	*	197	=	94.6	Estimated Hours Year 2
Year 3	0.0%	*	197	=	0.0	Estimated Hours Year 3
Year 4	0.0%	*	197	=	0.0	Estimated Hours Year 4
Year 5		*	197	=	0.0	Estimated Hours Year 5
Total	100.0%		Total	=	197	

4. Calculate Total Costs including Escalation (multiply avearage hourly rate by the number hours)

	0	ourly Rate ated above)		Estimated hours (Calculated above)		(Cost Per Year	
Year 1	(cuicui	42.60	*	102.4	=	Ś		Estimated Hours Year 1
reari	Ş	42.60		102.4	=	Ş	4,363.94	Estimated Hours Year 1
Year 2	\$	43.88	*	94.6	=	\$	4,149.29	Estimated Hours Year 2
Year 3	\$	45.20	*	0.0	=	\$	-	Estimated Hours Year 3
Year 4	\$	46.56	*	0.0	=	\$	-	Estimated Hours Year 4
Year 5	\$	47.96	*	0.0	=	\$	-	Estimated Hours Year 5
			Total D	virect Labor Cost with Escalati	ion =	\$	8,513.24	
			Direct L	abor Subtotal before Escalati	ion =	\$	8,392.97	
		Estin	nated Tota	l of Direct Labor Salary Increa	ase =	\$	120.27	Transfered 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

Contra	ct:	22-1002727	Date:	5/20/2022									
			Detail Sh	leet									
		Task Description			Consultant								
				Epic La	and Solutions	s, Inc.							
Α	В	С	D	E	F	G	Н	I	J	K	L	М	AI
Row	WBS Number	Drawing or Item of Work - Titles	Senior Regional Manager	Right of Way Agent	Senior GIS Analyst	Utility Coordination Lead	Utility Coordinator	Budget & Financial Controls	0	o	ο	0	Total Hours
1		Task 2.100.10 - Project Management (Meetings, File maintenance, Status reports, etc.)				16.0		6.0					22
2		Task 2.160.40 - Prepare Cost Estimates/ROW Data Sheets	10.0	5.0	10.0								25
3		Task 2.160.40 - Address Comments and Update ROW Data Sheet	6.0										6
4		Task 3.185-2-05 - Utility Coordination (35% PS&E)				8.0	56.0						64
5		Task 4.200 - Utility Coordination (65% & 100% PS&E & Caltrans Utility Cert)				16.0	64.0						80
6													0
200													0
			16.0	5.0	10.0	40.0	120.0	6.0	0.0	0.0	0.0	0.0	
		Total Hours											197
													.07

Attachment: Exhibit B 22-1002727_EXP Final Cost Proposal (8863 : Award Design Services Contract No. 22-1002727 for State Route 210 at

Contra	act:	22-1002727	Date:	5/20/2022												
			Detail Shee	et												:
		Task Description		Consultant												
		0	Ep	ic Land Solutions, Inc.												
Α	В	С	D1	E1	G1	H1	l1	J1	K1	L1	M1	Al1	AJ	AK	AL	AM
			\$ 72.12	2 \$ 30.77 \$	55.29 \$	33.65	\$ 47.60	\$-	\$ -	\$-	\$-		164.93%	8.00%		
Row	WBS Number	Drawing or Item of Work - Titles	Senior Reg Manager	Right of Wa Agent	Utility Coordinatic	Utility Coor	Budget & Financial C	0	0	0	0					ċ
			ional	4 2	on Lead	dinator	ontrols					Direct Labor Total		Fee	Total Labor Costs	Escalated Total Labor Cost
1		Task 2.100.10 - Project Management (Meetings, File maintenance, Status reports, etc.)	\$ -	\$ - \$	884.64 \$	-	\$ 285.60	\$ -	\$ -	\$ -	\$ -	\$ 1,170.24				
2		Task 2.160.40 - Prepare Cost Estimates/ROW Data Sheets	\$ 721.2		- \$		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,425.05				· · · · · · · · · · · · · · · · · · ·
3		Task 2.160.40 - Address Comments and Update ROW Data Sheet	\$ 432.72	2 \$ - \$	- \$		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 432.72		•	,	
4		Task 3.185-2-05 - Utility Coordination (35% PS&E)	\$ -	\$ - \$	442.32 \$	1,884.40	\$ -	\$ -	\$ -	\$-	\$-	\$ 2,326.72	\$ 3,837.46	\$ 493.13	\$ 6,657.31	\$ 6,752.71
5		Task 4.200 - Utility Coordination (65% & 100% PS&E & Caltrans Utility Cert)	\$ -	\$ - \$	884.64 \$	2,153.60	\$-	\$ -	\$ -	\$-	\$-	\$ 3,038.24	\$ 5,010.97	\$ 643.94	\$ 8,693.15	\$ 8,817.71
6			\$ -	\$ - \$	- \$	-	\$-	\$ -	\$ -	\$-	\$-	\$-	\$-	\$-	\$-	\$ -
7			\$ -	\$ - \$	- \$	-	\$-	\$ -	\$ -	\$-	\$-	\$-	\$-	\$-	\$-	\$ -
200			\$ -	\$ - \$	- \$	-	\$ -	\$ -	\$ -	\$-	\$-	\$ -	\$ -	\$-	\$ -	\$ -
			\$ 1,153.92	2 \$ 153.85 \$	2,211.60 \$	4,038.00	\$ 285.60	\$-	\$-	\$-	\$-					
		Total Hours										\$ 8,392.97	\$ 13,842.53	\$ 1,778.84	\$ 24,014.34	\$ 24,358.44



22-1002727 Cost/Price Form for Cost Plus Fixed Fee

	Consultant CL Surveying	and Mapping, Inc.		Contract No.	22-10	02727	Date	5/20/202
	Direct Labor	Key Personal		Hours	Labor Ra	ate Range	Actual Hourly	Total Direct Labo
	Classification/Title				Low	High	Rate	
	QA/QC Oversight	Daniel Calvillo		6	75.00	75.00	\$75.00	\$450.0
	Project Manager	Lam Le		14	75.00	75.00	\$75.00	\$1,050.0
	Project Surveyor	Joe Deal		86	78.25	78.25	\$78.25	\$6,729.5
	Party Chief*	TBD		36	55.26	55.26	\$55.26	\$1,989.3
	Chainman*	TBD		36	51.28	51.28	\$51.28	\$1,846.0
ľ				0			\$0.00	\$0.0
ľ				0			\$0.00	\$0.0
ľ				0			\$0.00	\$0.0
ŀ				0			\$0.00	\$0.0
	Subtotal Direct Labor Costs Anticipated Salary Increases (see pa Fringe Benefits Fringe Benefits (Rate <u>80.010%</u> Indirect Costs Overhead (Rate <u>32.170%</u> General and Administrative (Rate <u>32.170%</u>	_ %) _ %)				\$ \$ \$ \$	\$12,064.94 36.03 \$ 3,892.88 3,892.88 3,892.88	9,681.9 7,785.7
	Fixed Fee (Profit) (Rate <u>8.00%</u> Fotal Loaded Labor Costs	<mark>2</mark> %)			k) Fixed fee [(c) +	(e) + (j)] x (n)	\$	2,365.5
	Dther Direct Costs (ODC) Travel/ Mileage Costs (supported br Equipment Rental and Supplies (ite rinting/Repro/Delivery Costs Subconsultant Costs (attach detaile consultant estimate for each subcor	mize) d cost proposal in same format as prime	p) Total Othe	er Direct Costs	; [(l) + (m) + (n) + (o	\$ \$ \$ \$ }	- - - - \$	
	Dutaida Camiana							
ſ	Dutside Services Company	Labor	F	ee	ODC's	Total		
ľ	nland Aerial Surveys, Inc.				\$8,000.00	\$8,000.00		
ŀ					\$0,000.20	\$0.00		
$\left \right $						40.00		
-						\$0.00		
						\$0.00		
						\$0.00		
						\$0.00		
L						\$0.00		
					q) Total Outside S	ervices	\$	8,000.00

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

22-1002727 Form 348-10-H Cost Proposal Actual Cost- Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts

constanta	nt <u>CL Su</u>	rveying and M	apping, Ind	<u>Contract No.</u>	22-	1002727		Date <u>5/20/202</u>
1. Calcula	ite averag	e hourly rate	for 1st yea	r of contract (Direct La	oor Subtotal div	ided by tota	al hours)	
	Dir	ect Labor		Total Hours			Avg	5year
	Subto	o <u>tal</u> Per Cost		cost Proposal			Hourly	Contract
	P	roposal					Rate	Duration
	\$	12,064.94	/	178	=	\$	67.78	Year 1 avg Hourly rate
2. Calcula			ars (increa	ise the Average Hourly		by proposed	escalation%)	
	Averag	e hourly rate	·	Proposed Escalation	, 1			
Year 1	۔ Averag \$	e hourly rate 67.78	ars (increa	Proposed Escalation		\$	67.78	Year 2 Avg Hourly Rate
	۰ Averag \$ \$	e hourly rate	·	Proposed Escalation	, 1	\$ \$		Year 2 Avg Hourly Rate Year 3 Avg Hourly Rate
Year 1	۔ Averag \$	e hourly rate 67.78	+	Proposed Escalation	, 1 =	\$	67.78	0 ,

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

E	stimated % Complet	ed	Total Hours Per Cost		Total Hours per	
	Each year		Proposal		Year	
Year 1	80.0%	*	178	=	142.4	Estimated Hours Year 1
Year 2	10.0%	*	178	=	17.8	Estimated Hours Year 2
Year 3	10.0%	*	178	=	17.8	Estimated Hours Year 3
Year 4	0.0%	*	178	=	0.0	Estimated Hours Year 4
Year 5		*	178	=	0.0	Estimated Hours Year 5
Total	100.0%		Total	=	178	

4. Calculate Total Costs including Escalation (multiply avearage hourly rate by the number hours)

	Avg H	lourly Rate		Estimated hours		Cost Per	
	(Calcul	ated above)		(Calculated above)		Year	
Year 1	\$	67.78	*	142.4	=	\$ 9,651.87	Estimated Hours Year 1
Year 2	\$	67.78	*	17.8	=	\$ 1,206.48	Estimated Hours Year 2
Year 3	\$	69.81	*	17.8	=	\$ 1,242.62	Estimated Hours Year 3
Year 4	\$	71.90	*	0.0	=	\$ -	Estimated Hours Year 4
Year 5	\$	74.06	*	0.0	=	\$ -	Estimated Hours Year 5
			Total [Direct Labor Cost with Escala	tion =	\$ 12,100.97	
			Direct	Labor Subtotal before Escala	ition =	\$ 12,064.94	
		Esti	mated Tota	al of Direct Labor Salary Incr	ease =	\$ 36.03	Transfered 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

Attachment: Exhibit B 22-1002727_EXP Final Cost Proposal (8863 : Award Design Services Contract No. 22-1002727 for State Route 210 at

10.d

Page

Contra	ct:	22-1002727	Date:	5/20/2022								
		Deta	ail Sheet									
		Task Description		Consu	ltant							
		Land Surveying Services	CL	Surveying and	d Mapping, Ir	nc.						1
Α	В	С	D	E	G	Н	I	J	K	L	М	AI
Row	WBS Number	Drawing or Item of Work - Titles	QA/QC Oversight	Project Manager	Project Surveyor	Party Chief*	Chainman*	0	0	0	0	Total Hours
1	3.185-1	Aerial Topography - CL Survey Cost	1.0	1.0	2.0	12.0	12.0	_				28.0
2	3.185-1	Ground Conventional Topography	1.0	1.0	12.0	16.0	16.0					46.0
3	4.220-3	LandNet Survey	2.0	6.0	32.0	8.0	8.0					56.0
4	4.200-6	Monumentation and Record of Survey	2.0	6.0	40.0							48.0
5												0.(
66												0.(
67												0.(
68												0.(
69												0.(
200												0.0
			6.0	14.0	86.0	36.0	36.0	0.0	0.0	0.0	0.0	
		Total Hours										178.(

Attachment: Exhibit B 22-1002727_EXP Final Cost Proposal (8863 : Award Design Services Contract No. 22-1002727 for State Route 210 at

Contra	act:	22-1002727	Date:	5/20/2022												
			Detail Sheet													
		Task Description		Consultant		_										
		Land Surveying Services	CL Surv	veying and Map	ping, Inc.											
A	В	С	D1	E1	G1	H1	11	J1	K1	L1	M1	Al1	AJ	AK	AL	AM
			\$ 75.00	\$ 75.00	\$ 78.25	\$ 55.26	\$ 51.28 \$	-	\$-	\$ -	\$-		144.35%	8.00%		
Row	WBS Number	Drawing or Item of Work - Titles	QA/QC Oversight	Project Manager	Project Surveyor	Party Chief*	Chainman*	0	0	0	0	Direct Labor Total	Overhead Cost	Fee	Total Labor Costs	Escalated Total Labor Cost
1	3.185-1	Aerial Topography - CL Survey Cost	\$ 75.00	\$ 75.00	\$ 156.50	\$ 663.12	\$ 615.36 \$	-	\$-	\$ -	\$ -	\$ 1,584.98	\$ 2,287.92	\$ 309.83	\$ 4,182.73	\$ 4,195.22
2		Ground Conventional Topography	\$ 75.00	\$ 75.00	\$ 939.00	\$ 884.16	\$ 820.48 \$	-	\$-	\$ -	\$-	\$ 2,793.64	\$ 4,032.62	\$ 546.10	\$ 7,372.36	\$ 7,394.38
3		LandNet Survey	\$ 150.00	\$ 450.00	\$ 2,504.00	\$ 442.08	\$ 410.24 \$	-	\$-	\$ -	\$-	\$ 3,956.32	\$ 5,710.95	\$ 773.38	\$ 10,440.65	\$ 10,471.83
4	4.200-6	Monumentation and Record of Survey	\$ 150.00	\$ 450.00	\$ 3,130.00	\$-	\$ - \$	-	\$ -	\$ -	\$ -	\$ 3,730.00	\$ 5,384.26	\$ 729.14	\$ 9,843.40	\$ 9,872.79
5			\$ -	\$ -	\$ -	\$ -	\$ - \$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
200			\$ -	\$ -	\$ -	\$ -	\$ - \$	-	\$ -	\$ -	\$ -	\$-	\$-	\$ -	\$ -	\$ -
		Total Hours	\$ 450.00	\$ 1,050.00	\$ 6,729.50	\$ 1,989.36	\$ 1,846.08 \$	-	\$-	\$ -	\$ -	\$ 12,064.94	\$ 17,415.74	\$ 2,358.45	\$ 31,839.14	\$ 31,934.22

10.d

22-1002727 Cost/Price Form for Cost Plus Fixed Fee

	Consultant ECORP Consulti	ng Inc.		Contract No.	22-10	02727	Date	5/20/202
	Direct Labor	Key Demonst			Labor Ra	te Range	Actual Hourly	Table
	Classification/Title	Key Personal		Hours	Low	High	Rate	Total Direct Labo
F	rincipal Paleontologist			30	40.00	60.00	\$50.00	\$1,500.0
C	ils			4	34.52	54.52	\$44.52	\$178.0
C	QA/QC			4	86.17	106.17	\$96.17	\$384.6
F	roduction			2	21.00	41.00	\$31.00	\$62.0
				0			\$0.00	\$0.0
1				0			\$0.00	\$0.0
				0			\$0.00	\$0.0
				0			\$0.00	\$0.0
				0			\$0.00	\$0.0
	1			40				, · ·
•	abor Costs Subtotal Direct Labor Costs Anticipated Salary Increases (see page	2 for sample)				\$\$_	\$2,124.76 6.40	-
			c) TOTAL DIR	ECT LABOR CO	DSTS [(a)+(b)]		\$	2,131.1
F	ringe Benefits							
1	Fringe Benefits (Rate 69.34%	%)	e) Total Fring	ge Benefits [(d	c)x(d)]		\$	1,477.7
	ndirect Costs							
	Overhead (Rate <u>35.83%</u>	%)	g) Overhead			\$	763.59	-
	General and		i) Gen & Adm	nin [(c) x (h)]		\$	1,824.49	_
Α	dministrative (Rate 85.61%	%)						
					j) Total Indirect Co	sts [(g)+(i)]	Ş	2,588.0
F	ixed Fee (Profit)							
	(Rate 8.00%	%)			k) Fixed fee [(c) +	(e) + (j)] x (n)	\$	495.7
T	otal Loaded Labor Costs							6,692.7
c	Other Direct Costs (ODC)							
Т	ravel/ Mileage Costs (supported by co	nsultant actual costs)				\$	57.25	
	Archival Records Search (actual)					\$	250.00	
	rinting/Repro/Delivery Costs					\$		
	Subconsultant Costs (attach detailed co consultant estimate for each subconsu					\$		
,	consultant estimate for each subconsu	nant						
			p) Total Othe	er Direct Costs	= [(l) + (m) + (n) + (c)]	\$	307.2
с Г	Outside Services	Labor	-	ee	ODC's	Total		
-	Company	Labor	F	66	ODC S	\$0.00		
H					•			
H						\$0.00		
H						\$0.00		
H						\$0.00		
H						\$0.00		
1						\$0.00 \$0.00		
							<u>,</u>	
					q) Total Outside Se	ervices	\$	-
					Total cost [(c) + (e)			

Attachment: Exhibit B 22-1002727_EXP Final Cost Proposal (8863 : Award Design Services Contract No. 22-1002727 for State Route 210 at

Page Packet Pg. 236

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

22-1002727 Form 348-10-H Cost Proposal Actual Cost- Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts

Consultant	ECC	ORP Consulting	Inc.	Contract N	lo	22-100	2727		Date	5/20/2022
1. Calculate	aver	age hourly rat	e for 1st year	of contract	(Direct Labor S	ubtotal d	ivided b	oy total hours)		
2	ubto	rect Labor <u>otal</u> Per Cost Proposal		Total Ho cost Prop			Н	Avg ourly Rate		5year Contract Duration
	\$	2,124.76	/		40	=	\$	53.12		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	2	Pro	posed Escalatio	on		
Year 1	\$	53.12	+		0%	=	\$ 53.12	Year 2 Avg Hourly Rate
Year 2	\$	53.12	+		3%	=	\$ 54.71	Year 3 Avg Hourly Rate
Year 3	\$	54.71	+		3%	=	\$ 56.35	Year 4 Avg Hourly Rate
Year 4	\$	56.35	+		3%	=	\$ 58.04	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

Est	imated % Compl Each vear	eted	Total Hours Per Cost Proposal		Total Hours per Year	
Year 1	90.0%	*	40	=	36.0	Estimated Hours Year 1
Year 2	10.0%	*	40	=	4.0	Estimated Hours Year 2
Year 3	0.0%	*	40	=	0.0	Estimated Hours Year 3
Year 4	0.0%	*	40	=	0.0	Estimated Hours Year 4
Year 5		*	40	=	0.0	Estimated Hours Year 5
Total	100.0%		Total	=	40	

4. Calculate Total Costs including Escalation (multiply avearage hourly rate by the number hours)

	0	ourly Rate ated above)		Estimated hours (Calculated above)		(Cost Per Year	
Year 1	, \$	53.12	*	36.0	=	\$	1,912.32	Estimated Hours Year 1
Year 2	\$	54.71	*	4.0	=	\$	218.84	Estimated Hours Year 2
Year 3	\$	56.35	*	0.0	=	\$	-	Estimated Hours Year 3
Year 4	\$	58.04	*	0.0	=	\$	-	Estimated Hours Year 4
Year 5	\$	58.04	*	0.0	=	\$	-	Estimated Hours Year 5
			Total D	Pirect Labor Cost with Escalation	=	\$	2,131.16	
			Direct L	abor Subtotal before Escalation	=	\$	2,124.76	
		Estin	nated Tota	l of Direct Labor Salary Increase	=	\$	6.40	Transfered 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

Contra	ct:	22-1002727	Date:	5/20/2022								
		D	etail Sheet									
		Task Description		Cons	ultant							
				ECORP Cor	sulting Inc.							1
A	В	C	D	E	G	Н	I	J	К	L	М	AI
Row	WBS Number	Drawing or Item of Work - Titles	Principal Paleontologist	GIS	QA/QC	Production	0	0	o	o	0	Total Hours
1		Paleontological Resources Records Search, Survey, and Report	49.0	5.0	4.0	2.0						60.
2												0.
3												0.
200												0.
			49.0	5.0	4.0	2.0	0.0	0.0	0.0	0.0	0.0	
		Total Hours										60.

Contra	act:	22-1002727	Date:		5/20/2022												
			Detail She	eet													
		Task Description		С	Consultant												
		0		ECORP	Consulting	Inc.											
A	В	С	D	1	E1	G1	H1	1	J1	K1	L1	M1	Al1	AJ	AK	AL	AM
			\$	50.00 \$	\$ 44.52	\$ 96.17	\$ 31.00	\$-	\$ -	\$ -	\$-	\$ -		190.78%	8.00%]
Row	WBS Number	Drawing or Item of Work - Titles	Paleontologist	Ξ Ψ	GIS	QA/QC	Production	0	0	0	•	0	Direct Labor Total	Overhead Cost	Fee	Total Labor Costs	Escalated Total Labor Cost
1		Paleontological Resources Records Search, Survey, and Report	\$ 2,4	450.00 \$	\$ 222.60	\$ 384.68	\$ 62.00	\$-	\$-	\$-	\$-	\$ -	\$ 3,119.28	\$ 5,950.96	\$ 725.62	\$ 9,795.86	\$ 6,692.7
2			\$	- \$	\$-	\$-	\$-	\$-	\$ -	\$-	\$-	\$ -	\$-	\$ -	\$-	\$-	\$ -
3			\$	- \$	\$-	\$-	\$-	\$-	\$ -	\$ -	\$-	\$ -	\$-	\$ -	\$-	\$-	\$ - 2
4			\$	- \$	\$-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - 7
200			\$	- \$	\$	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$-	<u>\$ -</u>
			\$ 2,4	450.00 \$	\$ 222.60	\$ 384.68	\$ 62.00	\$ -	\$ -	\$ -	\$ -	\$ -					
		Total H	ours										\$ 3,119.28	\$ 5,950.96	\$ 725.62	\$ 9,795.86	\$ 6,692.7

Page Packet Pg. 239

Minute Action

AGENDA ITEM: 11

Date: September 7, 2022

Subject: US 395 Phase 2 Widening Project Update

Recommendation:

Receive and file an update on the US 395 Phase 2 Widening Project.

Background:

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. The first segment (US 395 Phase 1 Widening) between State Route (SR) 18 and Chamberlaine Way was completed and opened for beneficial use in 2020. This "gap closure", (US 395 Phase 2 Widening Project) between Interstate 15 (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.

During development of the 2021 Update to the 10-Year Delivery Plan, the Victor Valley Subarea determined the US 395 Phase 2 Widening Project (Project) to be the #1 regional priority. San Bernardino County Transportation Authority (SBCTA) staff developed a funding plan that fully funds the Project through the design and right-of-way phases so that the project can be a viable candidate for potential future State and/or Federal grant funding. A set-aside for construction has been established to provide a match for the future grant. If grant funding is not achieved, staff will re-evaluate the ability to access additional State or Federal funds that are due to the Victor Valley subarea as part of its equitable share of funding from SBCTA as efforts are being made to limit the use of Measure I funding on the project and reserve those for smaller, non-federalized projects.

The Project will 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 will be a collaborative effort by SBCTA and the California Department of Transportation (Caltrans) to close a critical gap in US 395 in the Victor Valley. SBCTA will be leading the design and right-of-way efforts with Caltrans providing oversight services at no cost to SBCTA. A design firm has been selected and a contract was awarded at the July 6, 2022 Board of Directors meeting.

Design services have begun and it is anticipated that the design work will take about one and one half $(1 \frac{1}{2})$ years to complete, resulting in a final design package to advertise for construction in summer of 2024. It is anticipated that SBCTA will also be the lead agency for construction. Key features of the project include:

- Modification of eight (8) traffic signals.
- Traffic Signal Interconnection from Three Flowers Road to Palmdale Road.
- Widening the bridge structure at the California Aqueduct.
- Installation of Broadband Facility within the project limits.

Board of Directors Agenda Item September 7, 2022 Page 2

Finally, staff will proceed with securing the necessary right-of-way for the Project. The Project may impact up to 102 parcels for right-of-way acquisition.

Financial Impact:

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

Reviewed By:

This item was received by the Mountain/Desert Policy Committee on August 12, 2022.

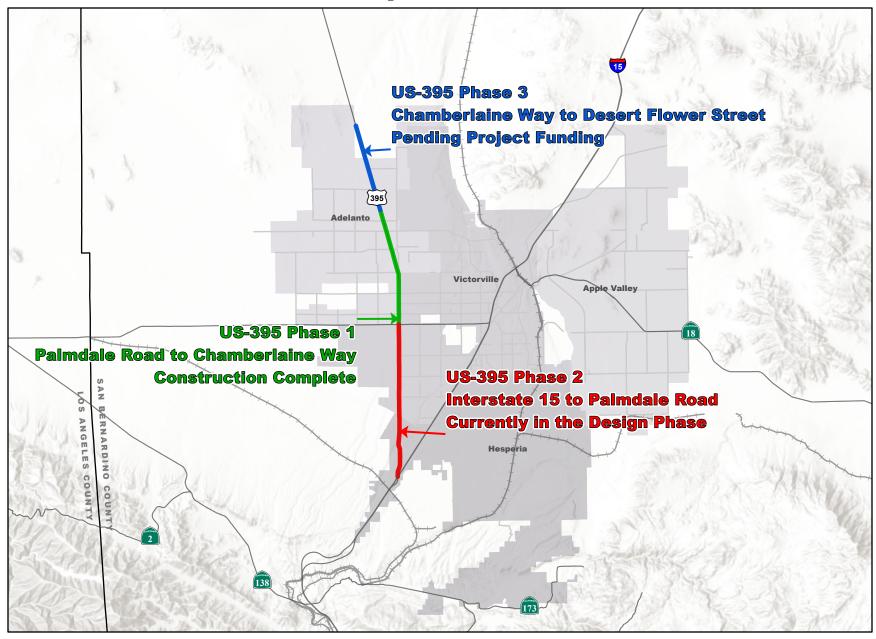
Responsible Staff:

Sal Chavez, Project Delivery Manager

Approved Board of Directors Date: September 7, 2022

Witnessed By:

US-395 Improvement Phases



Minute Action

AGENDA ITEM: 12

Date: September 7, 2022

Subject:

Design Services Contract Award for the Interstate 10 Slover Mountain Underpass Project

Recommendation:

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

A. Award Contract No. 22-1002762 to TranSystems Corporation for a total not-to-exceed amount of \$2,840,879.51, to be funded with Measure I 2010-2040 Freeway Program funds, for Plans, Specifications and Estimates Design Services for the Interstate 10 Slover Mountain Underpass Project.

B. Approve a contingency for Contract No. 22-1002762 in a not-to-exceed amount of \$284,087.95, to be funded with Measure I 2010-2040 Freeway Program funds, to be released in accordance with SBCTA Procurement and Special Risk Assessment Policy No. 11000, as necessary.

Background:

To minimize concurrent public impacts and to prepare the Interstate 10 (I-10) Corridor for potential funding opportunities in the near-term, it was determined to advance several components of the I-10 Corridor Project (Project). This agenda item is to replace the I-10 at Slover Mountain underpass to accommodate the upcoming I-10 Corridor Project.

The Project proposes to replace the existing Union Pacific Railroad Slover Mountain underpass to accommodate up to two (2) new express lanes in the median in each direction through this corridor segment. This will allow for future construction of the ultimate facility at this location. The Geometric Approved Drawings will provide the initial basis for this final design; however, the track alignment will be finalized by the selected consultant.

On April 14, 2022, Request for Proposals (RFP) No. 22-1002762 was released and posted on PlanetBids and the San Bernardino County Transportation Authority (SBCTA) website to solicit firms to assist SBCTA in providing Plans, Specifications and Estimates (PS&E) Design Services for the I-10 Slover Mountain Underpass Project. The solicitation was issued in accordance with SBCTA's Policy No. 11000. The solicitation was sent electronically to approximately 343 firms and consultants registered on PlanetBids. Of the 343 firms notified, 61 firms downloaded the RFP.

On April 20, 2022, a Pre-Proposal Conference was held and the sign-in sheets were uploaded to PlanetBids on April 21, 2022. On April 29, 2022, all responses to questions were released via PlanetBids. On May 3, 2022, Addendum No. 1 was released to extend the proposal due date and to revise the insurance limits.

On May 18, 2022, SBCTA received three (3) proposals by the date and time specified in the RFP from T.Y. Lin International, TranSystems Corporation, and TRC Engineers. A responsiveness review was conducted by the Procurement Manager and found all three (3) proposals to be in compliance with the requirements and specifications outlined in the RFP. The Evaluation Committee was comprised of staff from SBCTA, and the California Department of Transportation (Caltrans) District 8.

The Evaluation Committee concluded their individual review of the proposals and convened to

Entity: San Bernardino County Transportation Authority

review, discuss, and score the proposals. The Evaluation Committee members met on June 1, 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 - 30%, and Work Plan - 40%. The firms were ranked in order of technical merit, and a short-list was developed. All three (3) firms were short-listed and invited to interview.

On June 15, 2022, three (3) firms were interviewed. The Evaluation Committee considered all three (3) qualified to perform the work specified in the RFP. The highest ranked firm, TranSystems Corporation is being selected due to their knowledge of the Project, experience, and staff.

As a result of the scoring, the committee recommends that the contract to perform the scope of work as outlined in RFP No. 22-1002762, be awarded to TranSystems Corporation. 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. The negotiated cost proposal is higher than the independent cost estimate; however, staff concurs with the higher cost estimate due to the additional extensive coordination with the Union Pacific Railroad, railroad track realignment, aesthetic treatment of the structure, and environmental re-validation.

Contract No. 22-1002762 is to provide Final Design Support Services, which will include preparation of a Supplemental Project Report, Environmental Revalidation, Right-of-Way Engineering, PS&E, and Construction Support Services. Caltrans will provide oversight for compliance with state design standards and requirements. In addition, Union Pacific Railroad will review and approve the track alignment and structures plan.

Staff recommends approval of Contract No. 22-1002762 with TranSystems Corporation for a total not-to-exceed amount of \$2,840,879.51 and a contract duration of five (5) years to cover design support during construction. It is anticipated that construction would start near the middle of 2024, and be complete within two (2) years.

Staff is also recommending a 10% contingency budget in a not-to-exceed amount of \$284,087.95, and would be released in accordance with SBCTA Procurement and Special Risk Assessment Policy No. 11000.

Although the I-10 Slover Mountain Underpass Project was not included in the 2021 Update to the 10-Year Delivery Plan, staff has determined that award of this contract will not impact the delivery of other projects in the Freeway Program.

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget for Task No. 0820 Freeway Projects, Sub-Task No. 0847.

Reviewed By:

This item was reviewed and recommended for approval (20-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on August 11, 2022. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft contract.

Responsible Staff:

Sal Chavez, Project Delivery Manager

San Bernardino County Transportation Authority

Board of Directors Agenda Item September 7, 2022 Page 3

> Approved Board of Directors Date: September 7, 2022

> > Witnessed By:

12

		Contract S	ummary Sheet			
		General Cont	tract Informatio	n		
contract No: 22-7	1002762 Amen	dment No.:				
ontract Class:	Payable	Department:	Proje	ect Delivery		
endor No.: 01	817 Ven	dor Name: TRANSYS	TEMS CORPORA	TION		
Description: <u>I-10</u>	SLOVER MOUNTAI	N UNDERPASS DESIG	N SERVICES			
ist Any Related Contrac	t Nos.:					
-		Dolla	r Amount			
riginal Contract	\$		Original Contir	ngency	\$	284,087.9
rior Amendments	\$	-	Prior Amendm	ents	\$	-
rior Contingency Releas	sed \$	-	Prior Continge	ncy Released (-)	\$	-
urrent Amendment	\$	-	Current Amen	dment	\$	-
otal/Revised Contract	Value \$	2,840,879.51	Total Continge	ency Value	\$	284,087.9
	Tota	l Dollar Authority (C		ind Contingency)	\$	3,124,967.4
			Authorization			
Board of Directors		/07/2022		Board	Iter	m# <u>8864</u>
Other	Contracts	ontract Managemen	urce? No		No Budget Adji	istmont
Local	contracts	Design		1	N/A	astinent
	· · · · · · · · · · · · · · · · · · ·	0	nts Payable			
stimated Start Date:	09/07/2022	Expiration Date:	08/30/202	27 Revised Ex	piration Date:	
NHS: Yes	QMP/QAP:		revailing Wage:			
				Total Contract Fund	ding: Tota	al Contingency:
Sub- Fund Prog Task Task	Object Revenue	PA Level Revenue	Code Name	\$ 2,840,8	\$79.51 \$	284,087.95
GL: 4110 40 0820 0847	-	620 M	SI Fwy	2,840,		284,087.95
GL: GL:						-
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CONTRACT No. 22-1002762

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

TranSystems Corporation

FOR

I-10 SLOVER MOUNTAIN UNDERPASS PLANS SPECIFICATIONS & ESTIMATES

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, 2^{nd Floor}, San Bernardino, California 92410-1715; and TranSystems Corporation ("CONSULTANT"), whose address is: 3281 E. Guasti Road. Suite 460, 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 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:

12.b

ARTICLE 1. INTRODUCTION

- 1.1 The work to be performed under this Contract is described in Exhibit A, entitled "Scope of Work", and the CONSULTANT's Approved Cost Proposal dated July 5, 2022 (Exhibit B). If there is any conflict between the Approved Cost Proposal and the Contract Articles, the Contract Articles take precedence.
- 1.2 CONSULTANT agrees to indemnify and hold harmless SBCTA, its officers, agents and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of the CONSULTANT. CONSULTANT will reimburse SBCTA for any expenditure, including reasonable attorney fees, incurred by SBCTA in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of the CONSULTANT.
- 1.3 CONSULTANT and the agents and employees of CONSULTANT, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of SBCTA.
- 1.4 Without the written consent of SBCTA, this Contract is not assignable by CONSULTANT, either in whole or in part.
- 1.5 No alteration or variations of the terms of this Contract shall be valid unless made in writing and signed by the Parties hereto; and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- 1.6 The consideration to be paid to CONSULTANT as provided herein shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
- 1.7 The Project Manager for this Contract is Sal Chavez, or such other designee as shall be designated in written notice to CONSULTANT from time to time by the Department Director of SBCTA or his or her designee. The Project Manager shall have authority to act on behalf of SBCTA in administering this Contract, including giving notices (including without limitation, notices of default and/or termination), technical directions and approvals, demanding performance and accepting work performed, but is not authorized to receive or issue payments or execute amendments to the Contract itself.

ARTICLE 2. PROJECT DESCRIPTION/SCOPE OF WORK

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

ARTICLE 3. CONSULTANT'S REPORTS OR MEETINGS

- 3.1 CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for SBCTA to determine if CONSULTANT is performing to expectations and is on schedule, to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- 3.2 CONSULTANT's Project Manager shall meet with SBCTA, as needed, to discuss progress on the Contract.

ARTICLE 4. PERFORMANCE PERIOD

- 4.1 Contingent upon approval by SBCTA's Awarding Authority in accordance with Article 54, below, CONSULTANT shall commence work after written notification to proceed by SBCTA's Procurement Manager. The Contract shall end on August 30, 2027, unless extended by written amendment.
- 4.2 CONSULTANT is advised that any recommendation for contract award is not binding on SBCTA until the Contract is fully executed and approved by SBCTA's Awarding Authority.

ARTICLE 5. ALLOWABLE COSTS AND PAYMENTS

- 5.1 The method of payment for this Contract will be based on actual cost plus fixed fee. SBCTA will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the Work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT's cost proposal, unless additional reimbursement is provide for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds SBCTA's approved overhead rate set forth in the Cost Proposal. In the event, that SBCTA determines that a change to the Work from that specified in the Cost Proposal and Contract is required, the Contract time or actual costs reimbursable by SBCTA shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified herein shall not be exceeded, unless authorized by written amendment.
- 5.2 In addition to the allowable incurred costs, SBCTA will pay CONSULTANT a fixed fee of \$118,449.32. The fixed fee is nonadjustable for the term of the Contract, except in the event of a significant change in the Scope of Work and such adjustment is made by contract amendment.
- 5.3 Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- 5.4 When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from SBCTA before exceeding such cost estimate.
- 5.5 Progress payments will be made monthly in arrears based on Services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Scope of Work, SBCTA shall have the right to delay

payment or terminate this Contract in accordance with the Termination provisions herein.

- 5.6 No payment will be made prior to approval of any Work, nor any Work performed prior to approval of this Contract.
- 5.7 CONSULTANT will be reimbursed as promptly as fiscal procedures will permit upon receipt by SBCTA of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of Work for which CONSULTANT is billing except for the month of June, which will require the invoice to be submitted by July 10th. Invoices shall detail the Work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number. Final invoice must contain the final cost and all credits due SBCTA including any equipment purchased under the provisions of this Contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's Work. Invoices should be e-mailed to SBCTA at the following address:

ap@gosbcta.com

For large files over 30 megabytes, invoices can be submitted using this link: https://sanbag-lfweb.sanbag.ca.gov/Forms/Invoice-submission

- 5.8 CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCTA, that CONSULTANT has fully performed the Work invoiced pursuant to this Contract for the period covered, that all information included with the invoice is true and correct, and that all payments to and claims of CONSULTANT and its subconsultants for Work during the period will be satisfied upon the making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.
- 5.9 The total amount payable by SBCTA to CONSULTANT including the fixed fee shall not exceed \$2,840,879.51.
- 5.10 Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by SBCTA. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
- 5.11 All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE 6. TERMINATION

- 6.1 <u>Termination for Convenience</u> SBCTA's Executive Director shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of Work and shall preserve Work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.
 - 6.1.1 CONSULTANT shall deliver to SBCTA all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.

- 6.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
- 6.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.
- 6.2 <u>Termination for Cause</u>
 - 6.2.1 In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed against CONSULTANT or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its subconsultants related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the products and finished Work by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT of the same or any other provision, nor be deemed to waive, amend, or modify this Contract.
 - 6.2.2 CONSULTANT shall deliver to SBCTA all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA within ten (10) working days of said notice.
- 6.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONSULTANT be entitled to any payment for prospective profits or any damages because of such termination.
 - 6.3.1 All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE 7. FUNDING REQUIREMENTS

7.1 It is mutually understood between the Parties that this Contract may have been written before ascertaining the availability of funds or appropriation of funds for the mutual benefit of both Parties, in order to avoid program or fiscal delays that would occur if the Contract were executed after that determination was made.

- 7.2 This Contract is valid and enforceable only if sufficient funds are made available to SBCTA for the purpose of this Contract. In addition, this Contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by Congress, State Legislature, or SBCTA governing board that may affect the provisions, terms, or funding of this Contract in any manner.
- 7.3 It is mutually agreed that if sufficient funds are not appropriated, this Contract may be amended to reflect any reduction in funds.
- 7.4 SBCTA has the option to void the Contract under the 30-day cancellation clause, or by mutual agreement to amend the Contract to reflect any reduction of funds.

ARTICLE 8. CHANGE IN TERMS

- 8.1 This Contract may be amended or modified only by mutual written agreement of the Parties.
- 8.2 CONSULTANT shall only commence Work covered by an amendment after the amendment is executed and the NTP has been provided by SBCTA's Procurement Analyst.
- 8.3 There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved cost proposal, which is part of this Contract without prior written approval of SBCTA.

ARTICLE 9. DISADVANTAGED BUSINESS ENTERPRISE

Intentionally Omitted

ARTICLE 10. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

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

ARTICLE 11. CONTINGENT FEE

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

from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 12. RETENTION OF RECORDS/AUDIT

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

ARTICLE 13. DISPUTES

- 13.1 Any dispute, other than audit, concerning a question of fact arising under this Contract that is not disposed of by agreement shall be decided by a committee consisting of SBCTA's SBCTA's Executive Director, who may consider written or verbal information submitted by CONSULTANT.
- 13.2 Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by SBCTA's Executive Director, of unresolved claims, disputes, other than audit. The request for review will be submitted in writing.
- 13.3 Neither the pendency of a dispute nor its consideration by SBCTA's Executive Director, will excuse CONSULTANT from full and timely performance in accordance with the terms of this Contract.

ARTICLE 14. AUDIT REVIEW PROCEDURES

- 14.1 Any dispute concerning a question of fact arising under an interim or post audit of this Contract that is not disposed of by agreement shall be reviewed by SBCTA's Chief Financial Officer.
- 14.2 Not later than 30 days after issuance of final audit report, CONSULTANT may request a review by SBCTA's Chief Financial Officer of unresolved audit issues. The request for review must be submitted in writing.
- 14.3 Neither the pendency of a dispute nor its consideration by SBCTA will excuse CONSULTANT from full and timely performance in accordance with the terms of this Contract.

Attachment: 22-1002762 - I-10 Slover Mt Underpass Design Contract (8864 : I-10 Slover Mountain Underpass Project)

ARTICLE 15. SUBCONTRACTING

- 15.1 Nothing contained in this Contract or otherwise shall create any contractual relation between SBCTA and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be fully responsible to SBCTA for the acts and omissions of its subconsultant(s) and of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is independent of SBCTA's obligation to make payments to the CONSULTANT.
- 15.2 CONSULTANT shall perform the Work contemplated with resources available within its own organization, and no portion of the Work pertinent to this Contract shall be subcontracted without prior written authorization by SBCTA, except that which is expressly identified in the approved Cost Proposal.
- 15.3 CONSULTANT shall pay its subconsultant(s) within ten (10) calendar days from receipt of each payment made to CONSULTANT by SBCTA.
- 15.4 Any subcontract in excess of \$25,000 entered into as a result of this Contract shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.
- 15.5 Any substitution of subconsultants must be approved in writing by SBCTA prior to the start of Work by the subconsultant.

ARTICLE 16. EQUIPMENT PURCHASE

- 16.1. Prior authorization in writing by SBCTA shall be required before CONSULTANT enters into any unbudgeted purchase order or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- 16.2. When seeking SBCTA's prior written authorization for purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000, CONSULTANT must submit three competitive quotations with the request, or the absence of bidding must be adequately justified.
- 16.3. Any equipment purchased as a result of this Contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, SBCTA shall receive a proper refund or credit at the conclusion of the Contract, or if the Contract is terminated, CONSULTANT may either keep the equipment and credit SBCTA in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established SBCTA procedures, and credit SBCTA in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to SBCTA and CONSULTANT. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by SBCTA."
- 16.4 All subcontracts in excess \$25,000 shall contain the above provisions.

ARTICLE 17. INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit SBCTA and the State, to review and inspect the project activities and files at all reasonable times during the performance period of this Contract including review and inspection on a daily basis.

ARTICLE 18. SAFETY

- 18.1 CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by SBCTA or other SBCTA representative. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- 18.2 Pursuant to the authority contained in Section 591 of the Vehicle Code, SBCTA has determined that such areas are within the limits of the Project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- 18.3 Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- 18.4 CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

ARTICLE 19. INSURANCE

19.1 Prior to commencing the Work, and at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT shall, at CONSULTANT's sole expense, procure and maintain insurance coverage with the following minimum requirements, and shall require all subconsultants of every tier performing any 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.

19.1.1 <u>Professional Liability.</u> The policies must include the following:

- \$3,000,000 per claim limits
- \$9,000,000 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 Five (5) years after Contract completion.
- 19.1.2 <u>Worker's Compensation/Employer's Liability</u>. 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.

- 19.1.3 Commercial General Liability. The policy must include the following:
 - \$7,000,000 per occurrence limit/\$10,000,000 in the aggregate for property damage or bodily injury
 - \$1,000,000 per occurrence limit/\$2,000,000 in the aggregate for personal injury and advertising injury
 - 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."
 - All commercial general liability insurance policies shall be written on an occurrence form that shall provide coverage at least as broad as the coverage provided by ISO form CG 00 01.
 - The policy shall also include premises-operations (including explosion, collapse and underground coverage) and products-completed operations coverage; severability of interests (full separation of insureds); contractual liability coverage (including coverage to the maximum extent possible for the indemnifications contained in this Contract); including completed operations; and a duty to defend in addition to (without reducing) the limits of the policy(ies).

• All sub-consultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the commercial general liability insurance coverage with limits not less than:

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

19.1.4 <u>Umbrella/Excess CGL Insurance</u>:

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 CONTRACTOR'S primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
- The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
- The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
- The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.
- There shall be no statement limiting the coverage provided to the parties listed as additionally insureds or as indemnitees below.
- 19.1.5 <u>Commercial Auto.</u> The policy must include the following:
 - A total limit of liability of not less than \$5,000,000 each accident.
 - This total limit of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL).
 - Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
 - Combined Bodily Injury and Property Damage Liability insurance.
 - The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.
- 19.1.6 <u>Cyber Liability Errors and Omissions Insurance</u> 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 maybe endorsed onto the CONSULTANT's Cyber Liability Policy as covered property as follows: Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA that will be in the care, custody, or control of CONSULTANT.

- 19.1.7 <u>Railroad Protective Liability Insurance</u>: 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, or limits required by Rail Road Operator/Owner.
- 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.

19.1.8 Pollution Liability. Intentionally Omitted

19.2 <u>General Provisions</u>

- 19.2.1 <u>Qualifications of Insurance Carriers</u>. 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.
- 19.2.2 <u>Additional Insured Coverage.</u> All policies, except those for Workers' Compensation and Professional Liability insurance, shall name San Bernardino County Transportation Authority, California Department of Transportation (CALTRANS), City of Colton, County of San Bernardino and Union Pacific Rail Road (UPRR) and their respective 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.
- 19.2.3 <u>Proof of Coverage</u>. 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.
- 19.2.4 <u>Deductibles and Self-Insured.</u> Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self- insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub- CONSULTANTS to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. Without SBCTA's Risk Manager's expressed written approval no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$10,000 or one (1) percent of the

amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The Contractor's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any Consultant's deductible or SIR.

- 19.2.5 <u>CONSULTANT's and Subconsultants' Insurance Primary.</u> All policies required to be maintained by the CONSULTANT or subconsultant of any tier 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.
- 19.2.6 <u>Waiver of Subrogation Rights.</u> 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 subsubconsultant performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds. Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.
- 19.2.7 <u>Cancellation.</u> 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.
- 19.2.8 <u>Non-Limitation of Insurance Requirements.</u> 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-consultant. The CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.

- 19.2.9 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.
- 19.2.10 <u>No Waiver</u>. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 19.2.11 <u>Project Specific Insurance</u>. 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.
- 19.2.12 <u>No Representations or Warranties.</u> SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies

required under this contract are adequate to protect the CONSULTANT against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.

- 19.2.13 <u>Review of Coverage</u>. 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, upon receipt of such notice date, procure the additional and/or modified insurance coverages. Upon such change any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the amounts owed to Consultant.
- 19.2.14 <u>Subconsultant Insurance.</u> 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 sub-consultant'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.
- 19.2.15 <u>Higher limits</u>. 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.

ARTICLE 20. INDEMNITY

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

CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by SBCTA) SBCTA, California Department of Transportation (CALTRANS), City of Colton, County of San Bernardino and Union Pacific Rail Road (UPRR) and their respective officers, employees, agents and volunteers from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of the design professional to the maximum extent permitted by Civil Code Section 2872.8.

20.2 For all other Work and obligations under this Contract, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, California Department of Transportation (CALTRANS), City of Colton, County of San Bernardino and Union Pacific Rail Road (UPRR) and their respective 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, sub-consultants 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 21. OWNERSHIP OF DATA

- 21.1 Upon completion of all Work under this Contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this Contract will automatically be vested in SBCTA, and no further agreement will be necessary to transfer ownership to SBCTA. CONSULTANT shall furnish SBCTA all necessary copies as needed to complete the review and approval process.
- 21.2 It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this Contract has been entered into.
- 21.3 CONSULTANT is not liable for claims, liabilities, or losses arising out of or connected with the modification or misuse by SBCTA of the machine-readable information and date provided by CONSULTANT under this Contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of or connected with any use by SBCTA of the project documentation for other projects or additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- 21.4 Applicable patent rights provisions regarding rights to inventions shall be included in the Contract as appropriate (48 CFR 27, subpart 27.3).
- 21.5 SBCTA may permit copyrighting reports or other agreement products. If copyrights are permitted, the Contract shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.
- 21.6 Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.

ARTICLE 22. CLAIMS FILED BY SBCTA'S CONSTRUCTION CONTRACTOR

- 22.1 If claims are filed by SBCTA's construction contractor relating to Work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims, CONSULTANT agrees to make its personnel available for consultation with SBCTA and legal staff, and for testimony, if necessary, at depositions, administrative proceedings, trial or arbitration proceedings.
- 22.2 CONSULTANT's personnel that SBCTA considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from SBCTA. Consultation or testimony will be reimbursed at the same rates, including travel costs, that are being paid for the CONSULTANT's personnel services under this Contract.

- 22.3 Services of the CONSULTANT's personnel in connection with SBCTA's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Contract in order to resolve the construction claims.
- 22.4 Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.

ARTICLE 23. CONFIDENTIALITY OF DATA

- 23.1 All financial, statistical, personal, technical, or other data and information relative to SBCTA's operations which are designated confidential by SBCTA and made available to CONSULTANT in order to carry out this Contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- 23.2 Neither permission to disclose information on one occasion, nor public hearing held by SBCTA relating to the Contract shall authorize CONSULTANT to further disclose such information or disseminate the same on any other occasion.
- 23.3 CONSULTANT shall not comment publicly to the press or any other media, including social media, regarding the Contract or SBCTA's actions on the same, except to SBCTA's staff, CONSULTANT's own personnel involved in the performance of this Contract, at public hearings, or in response to questions from a SBCTA Board Committee or other public meeting approved by SBCTA.
- 23.4 CONSULTANT shall not issue any news release or public relations item of any nature whatsoever regarding Work performed or to be performed under this Contract without first obtaining SBCTA's review and written permission.
- 23.5 Any SBCTA communications or materials to which CONSULTANT or its subconsultants or agents have access and materials prepared by CONSULTANT under the terms of this Contract shall be held in confidence by CONSULTANT, who shall exercise reasonable precautions to prevent the disclosure of confidential information to anyone except as expressly authorized by SBCTA. Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine, and shall be confidential. CONSULTANT shall not release any reports, information or promotional material or allow for the use of any photos related to this Contract for any purpose without prior written approval of SBCTA.
- 23.6 Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- 23.7 CONSULTANT, its employees, agents and subconsultants shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information ("PII") and/or Sensitive Security Information ("SSI") will be required to execute a Confidentiality Agreement.
- 23.8 All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than SBCTA.

ARTICLE 24. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE 25. EVALUATION OF CONSULTANT

CONSULTANT's performance may be evaluated by SBCTA. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation and any comments submitted shall be retained as part of the Contract file. This information may be used when evaluating the firm on future proposal submittals.

ARTICLE 26. RETENTION OF FUNDS

- 26.1 Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- 26.2 No retainage will be withheld by SBCTA from progress payments due the CONSULTANT. Retainage by the CONSULTANT or subconsultants is prohibited, and no retainage will be held by CONSULTANT from progress payments due subconsultants. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE CONSULTANTS and subconsultants.

ARTICLE 27. RESPONSIBILITY OF CONSULTANT

- 27.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and the assurance of compliance with all applicable federal, State, and local laws and regulations, and other Work furnished by the CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for design or other standards for Work performance stipulated in the Contract.
- 27.2 In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, CONSULTANT shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the Project and the Work performed by CONSULTANT within the areas of CONSULTANT's expertise. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impact on adjacent properties, public safety, and environmental considerations. At any time during performance of the Scope of Work, should CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties, which could pose potential risk to SBCTA or the Project. CONSULTANT shall also similarly notify SBCTA as to the possibility of any natural catastrophe, potential failure, or any situation that exceeds environmental, design, and/or construction assumptions and could precipitate a failure of any structure or other part of the Project. Notifications under

this paragraph shall be specific, clear and timely, and in a form which enables SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

- 27.3 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.
- 27.4 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.
- 27.5 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.
- 27.6 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.

ARTICLE 28. TECHNICAL DIRECTION

- 28.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager, who will be identified in writing to CONSULTANT upon issuance of the NTP and/or subsequently by written notice during the Contract. The term "Technical Direction" is defined to include, without limitation:
 - 28.1.1 Directions to CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Work.
 - 28.1.2 Provision of written information to CONSULTANT which assists in the interpretation of drawings, reports, or technical portions of the Scope of Work described herein.
 - 28.1.3 Review and, where required by the Contract, approval of technical reports, drawings, specifications and technical information to be delivered by CONSULTANT to SBCTA under the Contract.
 - 28.1.4 SBCTA may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications as defined herein are limited to: substitutions of personnel identified in this Contract, including Key Personnel and project personnel and subconsultants; modifications to hourly rates, classifications, and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All administrative modifications shall be documented in writing between the Parties.
- 28.2 Technical Direction must be within the Scope of Work under this Contract. SBCTA's Project Manager does not have the authority to, and may not, issue any Technical Direction which:

- 28.2.1 Increases or decreases the Scope of Work;
- 28.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;
- 28.2.3 In any manner causes an increase or decrease in the Contract price as identified in this Contract, or the time required for Contract performance unless expressly authorized by SBCTA policy;
- 28.2.4 Changes any of the expressed terms, conditions or specifications of the Contract, unless identified herein;
- 28.2.5 Interferes with the CONSULTANT's right to perform the terms and conditions of the Contract; or
- 28.2.6 Approves any demand or claim for additional payment.
- 28.3 Failure of CONSULTANT and 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.
- 28.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.
- 28.5 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 27.2.1 through 27.2.6, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from the CONSULTANT, SBCTA shall:
 - 28.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of the CONSULTANT's letter that the Technical Direction is or is not within the scope of this Contract.
 - 28.5.2 Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

ARTICLE 29. KEY PERSONNEL

The personnel specified below are considered to be essential to the Work being performed under this Contract. Prior to diverting any of the specified individuals to other projects or reallocating any tasks or hours of Work that are the responsibility of key personnel to other personnel, CONSULTANT shall notify SBCTA in writing in advance and shall submit justifications (including proposed substitutions, resumes and payroll information to support any changes to the labor rate) in sufficient detail to permit evaluation of the impact on the Project. Diversion or reallocation of key personnel shall not be made without prior written consent of SBCTA. 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	
Ayman Salama, PhD, PE	Project Manager	
Sarwar Naveed, PE, SE5	Structures	
Marion Rule, PE, PgMP	Rail	
Jay Hyland	Structures/Retaining Walls	
Nathan Ortega, PE5	Track Design	
Kevin Hicks	UP Coordination	
Joe Sawtelle	I-10 Express Lanes Coordination	
Andy Kwan, PE	Roadway	

ARTICLE 30. REPRESENTATIONS

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

ARTICLE 31. TAXES, DUTIES AND FEES

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

ARTICLE 32. PERMITS AND LICENSES

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

ARTICLE 33. STATEMENT OF COMPLIANCE

- 33.1 CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and 2 California Code of Regulations Section 8103.
- 33.2 During the performance of this Contract, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation or military or veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code§12900 et seq.) and the applicable regulations

promulgated there under (2 California Code of Regulations §§ 7286.0 et seq.). CONSULTANT and subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.33.3 The contractor and all subcontractors shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, the contractor and all subcontractors will ensure their services are consistent with and comply with obligations and procedures outlined in SBCTA's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.

ARTICLE 34. STATE PREVAILING WAGE RATES

- 34.1 CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code Section 1770, and all Federal, State, and local laws and ordinances applicable to the Work.
- 34.2 Any subcontract entered into as a result of this Contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.
- 34.3 When prevailing wages apply to services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

ARTICLE 35. CONFLICT OF INTEREST

- 35.1 CONSULTANT shall disclose any financial, business, or other relationship with SBCTA that may have an impact upon the outcome of this Contract, or any ensuing SBCTA construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Contract, or any ensuing SBCTA construction project, which will follow.
- 35.2 CONSULTANT hereby certifies that it does not now have, nor shall it acquire, any financial or business interest that would conflict with the performance of services under this Contract. CONSULTANT agrees that it presently has no interest, financial or otherwise, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Work required under this Contract or be contrary to the interests of SBCTA as to the Project. CONSULTANT further agrees that in the performance of this Contract no person having any such interest shall be employed. CONSULTANT is obligated to fully disclose to SBCTA, in writing, any conflict of interest issues as soon as they are known to CONSULTANT. CONSULTANT agrees that CONSULTANT's staff designated by SBCTA's Executive Director as "Consultants" under the Political Reform Act shall timely file Statements of Economic Interest with the SBCTA Clerk of the Board.
- 35.3 Any subcontract in excess of \$25,000 entered into as a result of this Contract shall contain all of the provisions of this Article.
- 35.4 CONSULTANT hereby certifies that neither CONSULTANT, 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 subject to the control of the same persons through joint ownership or otherwise.

35.5 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.

ARTICLE 36. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

ARTICLE 37. NOTIFICATION

All notices hereunder and communications regarding the interpretation of the terms of this Contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

To TranSystems Corporation	To SBCTA
3281 E. Guasti Road Ste.400	1170 W. 3rd Street, 2nd Floor
Ontario, Ca 91761	San Bernardino, CA 92410-1715
Attn: Ayman Salama, PE	Attn: Sal Chavez
	cc: Shaneka Morris, Procurement Manager
Phone: (949)798-9385	Phone: (909) 884-8276

ARTICLE 38. STOP WORK ORDER

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

ARTICLE 39. CLAIMS

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

ARTICLE 40. ERRORS AND OMISSIONS

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

ARTICLE 41. WARRANTY

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

ARTICLE 42. INDEPENDENT CONTRACTOR

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

ARTICLE 43. ATTORNEY'S FEES

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

ARTICLE 44. GOVERNING LAW AND VENUE

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

ARTICLE 45. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 46. PRECEDENCE

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

- 46.2 The following order of precedence shall apply: first, the Contract Articles; second, Exhibits A and B; third, SBCTA's Request For Proposal; and last, CONSULTANT's Proposal. In the event of a conflict between the Contract Articles and the Scope of Work, the Contract Articles will prevail.
- 46.3 In the event of an express conflict between the documents listed in this Article, or between any other documents, which are a part of the Contract, CONSULTANT shall notify SBCTA in writing within three (3) business days of its discovery of the conflict and shall comply with SBCTA's resolution of the conflict.

ARTICLE 47. GRATUITIES

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

ARTICLE 48. REVIEW AND ACCEPTANCE

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

ARTICLE 49. DRUG FREE WORKPLACE

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

ARTICLE 50. FORCE MAJEURE

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

ARTICLE 51. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

ARTICLE 52. ENTIRE DOCUMENT

52.1 This Contract constitutes the sole and only agreement governing the Work and supersedes any prior or contemporaneous understandings, written or oral, between the Parties respecting the Project. All previous proposals, offers, and other communications, written or oral, relative to

this Contract, are superseded except to the extent that they have been expressly incorporated into this Contract.

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

ARTICLE 53. CONTRACT

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

ARTICLE 54. EFFECTIVE DATE

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

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

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

TranSy Corpor	rstems Corporation, a Missouri Pation		ERNARDINO COUNTY SPORTATION AUTHORITY
By:	Ayman Salama Principal/Senior Vice President	By:	Art Bishop President, Board of Directors
Date:		Date:	
		APPRO	OVED AS TO FORM
		By:	Juanda L. Daniel Assistant General Counsel
		Date:	
		CONCURRENCE	
		By:	Shaneka Morris
			Procurement Manager
	\checkmark	Date:	

22-1002762

EXHIBIT A

SCOPE OF WORK

12.c

EXHIBIT A - SCOPE OF WORK RFP No. 22-1002762

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 – Slover Mountain Underpass (Bridge Number 54-0835) ("Project") which would replace the existing underpass at I-10 in San Bernardino County. SBCTA Sales Tax Measure I funds will be used to cover the cost of the preparation of the final design phase. Constructing funding for the next phases are currently not finalized, but state and/or federal funds could be utilized. As such, the final plans and specifications should comply with applicable state and federal requirements.

The project proposes to replace the existing underpass to allow for two express lanes in the median in each direction through this corridor segment.

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 track alignment will be finalized by the selected consultant.

Union Pacific Track realignment and bridge replacement shall be within existing State or Union Pacific right-of way.

Final design services will include preparation of a Supplemental Project Report and Environmental Revalidation to document that this work is part of a separate construction package as part of the longer corridor approved in the original Project Report and Environmental Document.

Caltrans will provide oversight for compliance with State design standards and requirements. In addition, Union Pacific Rail will review and approve the track alignment and structures plan.

Project services include 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, Union Pacific Railroad, and Caltrans regulations, policies, procedures, manuals, and standards where applicable. CONSULTANT shall obtain, at its expense, all applicable Manuals and Standard Plans.

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Attachment: Exhibit A 22-1002762_Design RFP_ Scope of Work(8864:I-10 Slover Mountain Underpass Project)

- 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 underpass structure and track realignment and compatibility with 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.
- 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. Final design shall be coordinated with project stakeholders including SBCTA, Caltrans, Union Pacific Railroad, and FHWA.

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, Toll Service Provider (TSP) and Caltrans prior to distribution of all deliverables to determine the points of contact, number of hardcopies and format of electronic files.
- C. Assume one SBCTA and TSP peer review and two Caltrans reviews for each major deliverable and a workshop for comment resolution, if required.
- D. Assume there may be two or more contract bid packages, final estimates and final reports. SBCTA may choose to package this work in multiple packages, such as early bridge work, or split out the civil and toll systems work.

IV. SCOPE OF SERVICES

Following the selection of a consultant, the selected firm shall prepare and submit a Cost Proposal and Project Schedule. The selected firm shall use the latest SBCTA Work Breakdown Structure (WBS), which follows the Caltrans Workplan Standards Guide for Delivery of Capital Projects, and cost and schedule templates for the preparation of the cost proposal and schedule.

TASK 3.100.15 - PROJECT MANAGEMENT

3.100.15 Project Management

CONSULTANT shall furnish a Project Manager to coordinate all CONSULTANT operations with SBCTA, including but not limited to, tracking progress of the work and administering subcontracts. CONSULTANT Project Manager shall provide overall project management, coordination, and supervision of project staff to facilitate the performance of the work in accordance with standards and requirements of the SBCTA and other applicable standards and requirements. CONSULTANT Project Manager shall prepare and submit monthly project progress reports to SBCTA Project Manager.

Deliverables:

• Monthly Progress Reports

3.100.15-1 Coordination and Meetings

CONSULTANT Project Manager shall conduct regular meetings with SBCTA, and shall conduct meetings and coordination with other stakeholders, including Caltrans and other agencies in monthly PDT meetings or technical workshops and focused meetings as necessary. CONSULTANT Project Manager will be responsible for preparation of agendas and meeting minutes, communication and distribution of project records and information, and responses to all internal requests for information about the project.

Deliverables:

• PDT meeting notices, agendas, handouts/exhibits, deliverable matrix, and minutes.

3.100.15-2 Administration

CONSULTANT Project Manager shall prepare and update the Project schedule on a monthly basis or as needed. Project schedule shall be logical, complete, and shall consider SBCTA peer reviews. CONSULTANT Project Manager shall provide regular reporting on the project status, including, but not limited to, schedule, contract budget, general progress on project tasks, and project issues and concerns. CONSULTANT Project Manager shall maintain project files using the Caltrans Uniform System in hard copies and electronic format.

CONSULTANT Project Manager shall prepare and implement a Project Specific Quality Control/Quality Assurance (QA/QC) Plan in conformance with Section V and a Risk Management Plan following SBCTA format and content requirements; CONSULTANT Project Manager will be responsible for adherence to all applicable SBCTA administrative policies and procedures.

Deliverables:

- Project Schedules
- Project Master Files
- QA/QC Plan and Risk Management Plan

TASK 3.180 – PREPARE ENVIRONMENTAL REVALIDATION AND SUPPLEMENTAL PROJECT REPORT

CONSULTANT shall develop a design for the Slover Mountain Underpass that is compatible with a two express lane as approved during PA/ED, avoiding impact to ROW to the extent practical. CONSULTANT shall develop eastern logical termini for the project in the vicinity of Pepper Avenue. Based on these geometrics, an environmental revalidation and supplemental project report shall be prepared to document the construction sequencing proposed for this project.

Deliverables:

- Track Alignment Approval
- Environmental Revalidation
- Supplemental Project Report

TASK 3.185 – PREPARE BASE MAPS AND PLAN SHEETS

Task 3.185.05 Updated Project Information

CONSULTANT shall request, collect, assemble, and review all pertinent project information, including, but not limited to, prior project related reports and Engineering Technical Reports, Environmental Documents and Environmental Technical Reports, CAD files and drawings, and relevant correspondence. CONSULTANT shall incorporate the collected materials and information into the Project Master File.

Deliverables:

• Project Records Files

Task 3.185.10 Engineering and Photogrammetric Surveys

Mapping and Surveys and preparation of Base Maps were performed during the PA/ED phase. CONSULTANT shall review Project Mapping and Project Survey Control prepared to ensure completeness and accuracy. CONSULTANT shall inform SBCTA's Project Manager if there are incomplete or missing data in the Design Base Maps.

TASK 3.205 – PERMITS & AGREEMENTS

Task 3.205.05 Determine Required Permits & Task 3.205.10 Obtain Permits

CONSULTANT shall perform work to identify all necessary permits to construct the project and obtain all necessary permits and agreements needed to construct the project. Work as part of this task may include discussions with permitting agencies, preparation of the permit and attachments such as maps and other exhibits identifying funds necessary for the permit application, and submitting the permit. Discussions and negotiations with permitting agencies shall only be performed in consultation with the SBCTA Project Manager or designee.

Deliverables:

• Various Permits

TASK 3.220-PERFORM RIGHT OF WAY ENGINEERING

Task 3.220.05 and 220.10 Existing Land Net and Preparation of Land Net Map

CONSULTANT shall collect all record data and field evidence required to begin development of the Right of Way Base Map. Perform research to locate all relevant survey and land ownership records to complete existing land-net survey, boundary analysis, determination and delineation. CONSULTANT shall prepare land net survey as required for easements, and monumentations for perpetuation of record of survey.

Deliverables:

Land Net Map

Task 3.220.15 and 220.20 Right of Way Maps and Acquisition Documents

CONSULTANT shall prepare right of way appraisal maps and other maps and exhibits as needed to support right of way acquisition including deeds, legal descriptions, resolution of necessity legal descriptions, and other documents and exhibits as needed to support the acquisition of required property interests from property owners, utilities, railroads, and other agencies as required.

Deliverables:

- *Right of way requirement maps*
- Right of way appraisal maps
- Deeds
- Legal Descriptions
- Resolution of Necessity Exhibits as required
- Exhibits for utility relocations, railroad agreements, right of way acquisition, as required.

TASK 3.230 – PREPARE HIGHWAY DRAFT PLANS, SPECIFICATIONS & ESTIMATES

Task 3.230.05 Draft Highway/Track Plans

CONSULTANT shall prepare the Highway Roadway and Railroad Track Plans, Specifications, and Estimates (PS&E) plans set for the project following the Caltrans Highway Design Manual, Standard Plans, Standard Specifications, Special Provisions, and Union Pacific Railroad standard, as appropriate. Preparation of the Highway and Railroad Track PS&E plans set shall include, but not be limited to, the preparation of the following roadway engineering sheets:

- Title Sheet
- Geometric Layouts
- Construction Details
- Summary of Quantities
- Traffic Handling Plans
- Utility & Utility Relocation Plans
- Signing and Pavement Delineation Plans
- Transportation System Management

- Typical Cross Sections
- Profile and Superelevation Sheets
- Contour Grading Plans
- Stage Construction Plans
- Highway Planting Plans
- Drainage Plans
- Electrical Plans
- Preparation of the roadway plans shall be consistent with Caltrans and Union Pacific Railroad design standards to the greatest extent feasible. CONSULTANT shall coordinate toll infrastructure design with SBCTA TSP. TSP shall provide initial infrastructure design requirements for its toll collection system.

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 and Railroad Track Specifications

CONSULTANT shall prepare the Highway Specifications and Special Provisions for the project following the Caltrans Standard Specifications and Union Pacific Railroad provisions. 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 Storm Water Data Report

CONSULTANT will prepare a 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 Hydraulics Report

CONSULTANT will prepare a 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 Materials Report

If required, CONSULTANT will prepare an updated Materials Report in accordance with current Caltrans procedures and guidelines.

Deliverables:

• Materials Report

TASK 3.240 – PREPARE STRUCTURAL DRAFT PLANS, SPECIFICATIONS & ESTIMATES

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
- Structural Special Provisions

CONSULTANT shall perform an internal QA/QC plans check and review and shall submit copies to SBCTA for peer review prior to submittal to Caltrans. CONSULTANT shall notify SBCTA's Project Manager if the CONSULTANT is seeking any exceptions to any applicable design standards.

Deliverables:

- Type Selection Report
- 65% Plans
- 95% Plans

Task 3.240.80 Foundation Report

CONSULTANT shall prepare the Foundation Report incorporating subsurface explorations through report and Log of Test Borings. The Foundation Report is to provide the required geologic and geotechnical recommendations needed to prepare the structural plans sheets.

Deliverables:

• Foundation Report

TASK 3.255 – PREPARE FINAL PS&E PACKAGE

Task 3.255.20 Final District PS&E Package

This task includes the distribution of the draft final combined highway and structural PS&E package for final review by Caltrans, SBCTA, and other stakeholders.

CONSULTANT shall address comments received and incorporate changes as appropriate in the final combined PS&E package. Under this task, CONSULTANT shall perform an internal QA/QC plans check and review and shall submit the final combined PS&E package to an independent reviewer, which shall be provided by the CONSULTANT. The independent reviewer shall be a registered Professional Engineer in the State of California and shall certify the quality of the package and that the plans are constructible. The independent reviewer shall submit a stamped report to the SBCTA summarizing its review and certifying the constructability of the plans and that the final combined PS&E package is biddable. CONSULTANT will be responsible for completion of the draft final combined PS&E package in a manner where there is sufficient time to address comments during the independent review and finalize the PS&E package within the project schedule. CONSULTANT will be responsible for the constructability of the project.

Deliverables:

- Final Combined PS&E Package
- Independent Constructability and Ready-to-Bid Certification

Task 3.255.40 Resident Engineer File and Supplemental Materials

CONSULTANT shall be responsible for preparing the pending Resident Engineer File and other supplemental PS&E materials, which would include the following:

- Geotechnical Information Handout
- Construction Staking Package and Control
- Grid Grades
- Quantity Work Book

- Construction Permits

- Project Controls for Construction

- Materials Information Handout

- Representative Cross Sections

Deliverables:

- Pending Resident Engineer File
- Supplemental PS&E Materials

TASK 3.260 - CONTRACT BID DOCUMENTS READY TO LIST

Task 3.260-1 Draft Contract

CONSULTANT shall assist SBCTA in the preparation of the Construction Contract Bid Documents. Under this task, the CONSULTANT shall develop a draft contract, which shall be consistent with Caltrans standards. Draft contract shall include the plans, specifications, special provisions, applicable Federal, state and local laws, regulations, and requirements and item codes. All contract pay items shall utilize the Basic Engineering Estimate System (BEES) coding.

Deliverables:

• Draft Construction Contract Package

TASK 5.270 - CONSTRUCTION ENGINEERING - TECHNICAL SUPPORT

Provide Technical Support to the construction engineering staff including design, traffic, hydraulics, materials, structures design, geotechnical services, environmental, landscape and other specialty staff. Functional support may include attendance at pre-work conferences, on-site construction support including contractor request for information (RFI) and RE pending file review.

TASK 6.295 – ACCEPT CONTRACT/PREPARE FINAL CONSTRUCTION ESTIMATE AND FINAL REPORT

Work involved in the acceptance and final documentation of a construction contract.

Work involved includes coordination with the construction manager and/or Resident Engineer to develop as-built plans in accordance with Caltrans and the City Standards. Work includes the transfer of the red-line As-Built plan mark-ups to the original full size reproducible plan sheets (and CADD file) and forwarding a reproducible set of plans with the transferred As-Built changes to SBCTA, Caltrans and the Cities. CONSULTANT shall complete this task within 30 calendar days of receipt of red-line mark-ups.

Deliverables:

- Red line construction package
- As-Built construction package
- *Electronic and hardcopy* submittal for Caltrans and City records

V. PROJECT SPECIFIC QUALITY ASSURANCE AND QUALITY CONTROL PLAN REQUIREMENTS

Quality Assurance (QA) encompasses all of the planned and systematic activities implemented within the quality system that can be demonstrated to provide confidence that a product or service will fulfill requirements for quality. Quality Control (QC) consists of operational techniques and activities used to fulfill requirements for quality. For environmental review process, preliminary engineering and final design, QC includes technical checking, review and design verification activities, while the QA activities includes the monitoring, surveillances, auditing and other means of oversight of the QC activities and documentation, to ensure completeness and adherence to the QC procedures.

A project specific quality management plan (herein referred to as a Project QA/QC Plan) shall be developed by the Consultant and submitted to SBCTA for review and approval. The Project QA/QC Plan shall describe how QA and QC will be executed and express by the Consultant and its subconsultants. In lieu of a Project QA/QC Plan, for small projects at the discretion of the SBCTA Director of Project Delivery, a copy of the Consultant's standard QA and QC procedures that are to be followed by the Consultant team (including subconsultants) for the project, will be submitted to SBCTA for review and approval. The standard QA and QC procedures document and any appended project-specific

processes, should address the same requirements listed below for the Project QA/QC Plan.

The following is a list of the minimum content and scope of what the Project QA/QC Plan shall contain. When submitted to SBCTA for review, the Project QA/QC Plan will be reviewed and assessed to ensure that these topic areas are covered and adequately addressed by the plan.

Project Introduction and Scope:

- Project description
- Scope of work
- Quality objectives
- List of deliverable documents for each milestone submittal

Project Team Qualifications, Organization, Staff, Roles and Responsibilities:

- A description of the minimum resource requirements for staff competence, skills, experience, and credentials.
- Organization chart showing project staff and lines of QA and QC authority and communications.
- List of project staff members, roles and responsibilities, including verification, QC review and technical checking, Project Management, Project QA Management and Technical Lead duties.

Quality Training:

• Quality training, including a training syllabus, schedule, and methods of tracking the staff that have been trained.

Scheduling of Quality Activities:

• Detailed QA and QC schedule that provides the timing, durations, and dependencies for all QC technical checking, interdisciplinary reviews, internal design verification against project criteria, and internal QA audits.

SBCTA, TSP and Caltrans Reviews:

- Formal external (SBCTA, TSP and Caltrans) review schedules (Peer Reviews and Constructability Reviews).
- Processes for SBCTA and TSP Peer Review and Caltrans review comments tracking, response, resolution, checking of comment incorporation, and closure process.

Internal Reviews:

- Quality procedures related to interdisciplinary design review (IDR) process.
- Technical review of environmental reports.

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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.

EXHIBIT B—"APPROVED COST PROPOSAL"

For Cost Plus Fixed Fee Contracts – use SBCTA Form 348-10H

Consultant TranSyste	ems		Contract No.	22-1002762		Date	07/05/2022
			1				1
Direct Labor Classification/Title	Key Personnel		Hours	Labor Ra Low	ate Range High	Average Hourly Rate	Total Direct Labo
Project Manager	Ayman Salama		336	179.58	179.58	\$179.58	\$60,338.8
Rail Lead	Marian Rule		60	149.14	149.14	\$179.38	\$8,948.4
Roadway Lead	Andy Kwan		497	88.18	88.18	\$88.18	\$43,825.4
UP Coordination	Kevin Hicks		497	150.26	150.26	\$150.26	\$6,010.4
I-10 Express Lanes Coord	Joe Sawtelle		40	129.42	129.42	\$129.42	\$5,176.8
Structures/Retaining Walls	Jay Hyland		80	83.04	83.04	\$83.04	\$6,643.2
Administrative II	Jay Hylallu		50	27.00	37.00	\$32.00	\$1,600.
Civil Engineer I			1,936	34.00	48.00	\$41.00	\$79,376.
Civil Engineer II				53.00	56.00		
			1,745			\$54.50	\$95,102.
Civil Engineer III			1,005	62.00	117.00	\$89.50	\$89,947.
Civil Engineer IV			120	88.00	162.00	\$125.00	\$15,000.
Civil Engineer V			60	104.00	180.00	\$142.00	\$8,520.
Structural Engineer II			240	43.00	47.00	\$45.00	\$10,800.
Structural Engineer III			298	64.00	82.00	\$73.00	\$21,754.
Structural Engineer IV			48	88.00	162.00	\$125.00	\$6,000.
Structural Engineer V			30	104.00	180.00	\$142.00	\$4,260
Technician I			1,600	20.00	24.00	\$22.00	\$35,200.
Technician II			764	29.00	39.00	\$34.00	\$25,976
Technician IV			240	52.00	86.00	\$69.00	\$16,560.
			9,189				,
Subtotal Direct Labor Costs Anticipated Salary Increases (see	e page 2 for sample)	c) TOTAL DIR	RECT LABOR C	OSTS [(a)+(b)]		\$ <u>\$541,039.14</u> \$ <u>15,975.07</u> \$	557,014.2
Fringe Benefits Fringe Benefits (Rate 52.09	<mark>93%</mark> %)	e) Total Fring	ge Benefits [(c)x(d)]		\$	290,165.4
Indirect Costs Overhead (Rate <u>98.08</u>	<mark>34%</mark> _%)	g) Overhead	[(c)x (f)]			\$ <u>546,341.82</u>	
General and		i) Gen & Adm	nin [(c) x (h)]			\$ <u> </u>	_
Administrative (Rate <u>0.0(</u>	<mark>)0%_</mark> %)			j) Total Indirect Co	osts [(g)+(i)]	\$	546,341.8
Fixed Fee (Profit) (Rate <u>8.</u> !	<mark>50%</mark> %)			k) Fixed fee [(c) +	(e) + (j)] x (n)	\$	118,449.3
Total Loaded Labor Costs							1,511,970.7
							1,511,570.7
Other Direct Costs (ODC) Travel/ Mileage Costs (supporter Equipment Rental and Supplies i Permit Fees (itemize), Plan sheei Subconsultant Costs (attach deta Advanced Civil Technology GroupDelta ICF Jones and Stokes Psomas RailPros Tatsumi and Partners	(itemize) ts (each), Test Holes (each, Etc.)				\$ 131,128. \$ 171,329.4 \$ 125,081.2 \$ 198,623.5 \$ 599,939.8 \$ 64,830.6	10 23 22 36	
		p) Total Othe	er Direct Cost	s [(l) + (m) + (n) + (c Total cost [(c) + (e		\$ \$	\$1,328,908.7 2,840,879.5

Notes:

Form 348 04/14 22-1002762

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

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Actual Cost- Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts

Consultan	nt <u>Tran</u>	Systems	_	Contract No. <u>22-10</u>	02762			Date 07/05/2022
1. Calcula	te avera	age hourly rate	for 1st year	of contract (Direct Labor	Subtotal di	vided by to	tal hours)	
	D	irect Labor		Total Hours			Avg	5year
	Sub	<u>tota</u> l Per Cost		cost Proposal			Hourly	Contract
		Proposal					Rate	Duration
	\$	541,039.14	/	9189	=	\$	58.88	Year 1 avg
								Hourly rate
2. Calcula	te hour	ly rate for all ye	ars (increase	e the Average Hourly rate	e for a year	by propose	d escalation%)	
	Avera	age hourly rate		Proposed Escalation				
Year 1	\$	58.88	+	4%	=	\$	61.24	Year 2 Avg Hourly Rate
Year 2	\$	61.24	+	4%	=	\$	63.69	Year 3 Avg Hourly Rate
Year 3	\$	63.69	+	4%	=	\$	66.24	Year 4 Avg Hourly Rate
Year 4	\$	66.24	+	4%	=	\$	68.89	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

	Estimated % Comp	leted		Total Hours Per Cost		Total Hours per	
	Each year			Proposal		Year	
Year 1	40.09	<mark>%</mark>	*	9189	=	3675.6	Estimated Hours Year 1
Year 2	50.0	<mark>%</mark>	*	9189	=	4594.5	Estimated Hours Year 2
Year 3	7.09	<mark>%</mark>	*	9189	=	643.2	Estimated Hours Year 3
Year 4	3.09	<mark>%</mark>	*	9189	=	275.7	Estimated Hours Year 4
Year 5	0.0	<mark>%</mark>	*	9189	=	0.0	Estimated Hours Year 5
Total	100.0	%		Total	=	9189	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	Avg H	ourly Rate		Estimatedhours		Cost Per	
	(Calcula	ated above)		(Calculated above)		Year	
Year 1	\$	58.88	*	3675.6	=	\$ 216,419.33	Estimated Hours Year 1
Year 2	\$	61.24	*	4594.5	=	\$ 281,367.18	Estimated Hours Year 2
Year 3	\$	63.69	*	643.2	=	\$ 40,967.32	Estimated Hours Year 3
Year 4	\$	66.24	*	275.7	=	\$ 18,260.38	Estimated Hours Year 4
Year 5	\$	68.89	*	0.0	=	\$ -	Estimated Hours Year 5
			Total D	Direct Labor Cost with Escala	ation =	\$ 557,014.21	
			Direct I	abor Subtotal before Escala	ation =	\$ 541,039.14	
		Esti	imated Tota	al of Direct Labor Salary Incr	ease =	\$ 15,975.07	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

	Direct Labor	Keinbarrah		Labor Ra	ate Range	Average Hourly	Total Direct Lat
	Classification/Title	Key Personnel	Hours	Low	High	Rate	Total Direct Labor
	Principal/Project Manager		32	171.31	171.31	\$171.31	\$5,481.92
	Senior Engineer		54	121.49	121.49	\$121.49	\$6,560.46
	Senior Electrical Enginer		50	95.07	95.07	\$95.07	\$4,753.50
	Design Engineer III		92	82.87	82.87	\$82.87	\$7,624.04
	Staff Engineer		516	39.76	48.71	\$44.24	\$22,827.84
			0			\$0.00	\$0.00
			0			\$0.00	\$0.00
			0			\$0.00	\$0.00
			0			\$0.00	\$0.00
		tal Direct Labor Costs ipated Salary Increases (see page 2		DIRECT LABOR COST	·S [(a)+(b)]		\$ \$ \$
	Fringe Benefits						
)	Fringe Benefits (Rate 59.590%)%)		e) Total Fringe Benefits [c)x(d)]		\$	29,680.93
	Indirect Costs						
	Overhead (Rate 81.850%%)		g) Overhead [(c)x (f)]			\$ 40,768.31	
	General and		i) Gen & Admin [(c) x (h)]			\$ <u>-</u>	_
	Administrative (Rate <u>0.000%</u> %)			j) Total Indirect Co	osts [(g)+(i)]	\$	40,768.31
)	Fixed Fee (Profit) (Rate <u>8.50%</u> %)			k) Fixed fee [(c) +	(e) + (j)] x (n)	\$	10,221.91
	Total Loaded Labor Costs						130,479.72
	Other Direct Costs (ODC) Travel/ Mileage Costs (supported by consu Equipment Rental and Supplies (itemize) Permit Fees (itemize), Plan sheets (each), Subconsultant Costs (attach detailed cost consultant estimate for each subconsulta	Test Holes (each, Etc.) proposal in same format as prime				\$ <u>\$649.00</u> \$ <u>\$0.00</u> \$ <u>\$0.00</u> \$	- -
			p) Total Other Direct Cost	s[(1) + (m) + (n) + (n)	11	ć	649.00
							0.00

Notes:

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

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Form 348-10-H Cost Proposal Actual Cost- Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts

Consultant	Advanced Civil Technologies. Inc.	Contract No. <u>22-1002762</u>	Date 07/05/2022

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labo	or	Total Hours		Avg	5year
<u>Subtota</u> l Per (Cost	cost Proposal		Hourly	Contract
Proposal				Rate	Duration
\$ 47,247	.76 /	744	=	\$ 63.51	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		Pr	roposed Escalation			
Year 1	\$	63.51	+		4%	=	\$ 66.05	Year 2 Avg Hourly Rate
Year 2	\$	66.05	+		4%	=	\$ 68.69	Year 3 Avg Hourly Rate
Year 3	\$	<mark>68.6</mark> 9	+		4%	=	\$ 71.44	Year 4 Avg Hourly Rate
Year 4	\$	<mark>71.4</mark> 4	+		4%	=	\$ 74.30	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

	Estimated % Completed		d Total Hours Per Cost		Total Hours per	
	Each year		Proposal		Year	
Year 1	28.0%	*	744	=	208.3	Estimated Hours Year 1
Year 2	30.0%	*	744	=	223.2	Estimated Hours Year 2
Year 3	28.0%	*	744	=	208.3	Estimated Hours Year 3
Year 4	10.0%	*	744	=	74.4	Estimated Hours Year 4
Year 5	4.0%	*	744	=	29.8	Estimated Hours Year 5
Total	100.0%		Total	=	744	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	Avg H	lourly Rate		Estimatedhours		(Cost Per	
	(Calcula	ated above)		(Calculated above)			Year	
Year 1	\$	63.51	*	208.3	=	\$	13,230.40	Estimated Hours Year 1
Year 2	\$	66.05	*	223.2	=	\$	14,742.36	Estimated Hours Year 2
Year 3	\$	68.69	*	208.3	=	\$	14,309.50	Estimated Hours Year 3
Year 4	\$	71.44	*	74.4	=	\$	5,315.14	Estimated Hours Year 4
Year 5	\$	74.30	*	29.8	=	\$	2,211.17	Estimated Hours Year 5
			Total [Direct Labor Cost with Escala	tion =	\$	49,808.57	
			Direct I	Labor Subtotal before Escala	tion =	\$	47,247.76	
		Esti	mated Tota	al of Direct Labor Salary Incre	ease =	\$	2,560.81	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

Attachment: Exhibit B_22-1002762 (8864 : I-10 Slover Mountain Underpass Project)

Consultant <u>Group Delta Consultants, Inc.</u>		Contract No. 2			_	07/05/2022
	-					,
Direct Labor Classification/Title	Key Personnel	Hours		te Range	Average Hourly	Total Direct Labor
Principal Engineer (Curt Scheyhing)	Curt Scheyhing	99	Low 71.81	High 71.81	Rate \$71.81	\$7,109.19
Associate Engineer/Geologist (Michael Givens)	Michael Givens	155	74.52	74.52	\$74.52	\$11,550.60
Associate Engineer/Geologist	Associate Engineer	4	53.00	81.74	\$67.37	\$269.48
Senior Engineer/Geologist	Senior Engineer/Geologist	0	44.24	60.10	\$52.17	\$0.00
Project Engineer/Geologist	Project Engineer/Geologist	126	36.60	48.00	\$42.30	\$5,329.80
Staff Engineer/Geologist	Staff Engineer/Geologist	352	25.00	36.06	\$30.53	\$10,746.56
Technician Geotechnical Lab	Technician Geotechnical Lab	130	25.00	31.50	\$28.25	\$3,672.50
Drafter / CADD	Drafter / CADD	66	35.50	42.00	\$38.75	\$2,557.50
Technician Field*	Technician Field*	0	50.43	52.21	\$51.32	\$0.00
Administrative	Administrative	0	35.00	35.00	\$35.00 \$0.00	\$0.00 \$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00 \$0.00	\$0.00 \$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00 \$0.00	\$0.00 \$0.00
		0			\$0.00	\$0.00
		0			\$0.00 \$0.00	\$0.00 \$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00 \$0.00	\$0.00 \$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00 \$0.00	\$0.00 \$0.00
Test		0			\$0.00	\$0.00
a) Subtotal Direct L	abor Costs ry Increases (see page 2 for sample)	932 c) TOTAL D II	RECT LABOR COST	S [(a)+(b)]		\$ \$ \$
	ry Increases (see page 2 for sample)			'S [(a)+(b)]	s.	\$ \$ 37,395.24
a) Subtotal Direct L b) Anticipated Sala Fringe Benefits Fringe Benefits (Rate <u>88.100%</u> Indirect Costs	ry Increases (see page 2 for sample) <u>s</u> %)	c) TOTAL DI e) Total Fringe Benefits [(c)x		S [(a)+(b)]	\$ <u>32,259.23</u>	\$\$ \$ 37,395.24_
a) Subtotal Direct Li b) Anticipated Sala Fringe Benefits Fringe Benefits (Rate 88.100% Indirect Costs Overhead (Rate 76.000% General and	ry Increases (see page 2 for sample) <u>></u> %) <u>s</u> %) <u>s</u> %) <u>s</u>	c) TOTAL D i		S [(a)+(b)]	\$. \$ <u>32,259.23</u> \$ <u>-</u>	\$\$ \$ 37,395.24_
a) Subtotal Direct L b) Anticipated Sala Fringe Benefits Fringe Benefits (Rate <u>88.100%</u> Indirect Costs Overhead (Rate <u>76.000%</u>	ry Increases (see page 2 for sample)	c) TOTAL DI e) Total Fringe Benefits [(c)x g) Overhead [(c)x (f)] i) Gen & Admin [(c)x (h)]			\$ <u>32,259.23</u> \$\$\$\$\$\$\$	\$\$ \$\$ 37,395.24
a) Subtotal Direct Li b) Anticipated Sala Fringe Benefits Fringe Benefits (Rate 88.100% Indirect Costs Overhead (Rate 76.000% General and	ry Increases (see page 2 for sample) 2 %) 4 %)	c) TOTAL DI e) Total Fringe Benefits [(c)x g) Overhead [(c)x (f)] i) Gen & Admin [(c)x (h)] j,	(d)]	sts [(g)+(i)]	\$ <u> </u>	
a) Subtotal Direct Li b) Anticipated Sala Fringe Benefits Fringe Benefits (Rate 88.100% Indirect Costs Overhead (Rate 76.000% General and Administrative (Rate	ry Increases (see page 2 for sample) 2 %) 4 %)	c) TOTAL DI e) Total Fringe Benefits [(c)x g) Overhead [(c)x (f)] i) Gen & Admin [(c)x (h)] j,	(d)]) Total Indirect Co	sts [(g)+(i)]	\$ \$\$_	32,259.23
a) Subtotal Direct Li b) Anticipated Sala Fringe Benefits Fringe Benefits (Rate 88.100% Indirect Costs Overhead (Rate 76.000% General and Administrative (Rate 55% Fixed Fee (Profit) (Rate 8.50%	ry Increases (see page 2 for sample) (ه) (۵) (۳) (۳) (۳) (۳) (۳) (۳) (۳) (۳	c) TOTAL DI e) Total Fringe Benefits [(c)x g) Overhead [(c)x (f)] i) Gen & Admin [(c)x (h)] j,	(d)]) Total Indirect Co	sts [(g)+(i)] e) + (j)] × (n)	\$ \$\$_	<u>32,259.23</u> <u>9,528.57</u>
a) Subtotal Direct L b) Anticipated Sala Fringe Benefits Fringe Benefits (Rate 88.100% Indirect Costs Overhead (Rate 76.000% General and Administrative (Rate 85.0% Fixed Fee (Profit) (Rate 8.50% Fotal Loaded Labor Costs Other Direct Costs (ODC) Travel/ Mileage Costs (supported by consultant actua Equipment Rental and Supplies (itemize) Permit Fees (itemize), Plan sheets (each), Test Holes (Subconsultant Costs (attach detailed cost proposal in	ry Increases (see page 2 for sample)	c) TOTAL DI e) Total Fringe Benefits [(c)x g) Overhead [(c)x (f)] i) Gen & Admin [(c)x (h)] j k	(d)]) Total Indirect Co) Fixed fee [(c) + (sts [(g)+(i)] e) + (j)] × (n)]	\$\$ \$\$ \$\$ \$\$ \$\$000 \$\$0.00 \$\$49,100.00	<u>32,259.23</u> <u>9,528.57</u>

12.d

Form 348-10-H Cost Proposal Actual Cost- Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts

Consulta	nt <u>Group</u>	Delta Consult	ants, Inc.	Contract No. <u>22-10</u>	02762	-		Date 07/05/2022
1. Calcula	ate averag	e hourly rate	for 1st ye	ear of contract (Direct Labor	Subtotal di	ivided by to	otal hours)	
	Dire	ect Labor		Total Hours			Avg	5year
		<u>ta</u> l Per Cost roposal		cost Proposal			Hourly Rate	Contract Duration
	\$	41,235.63	/	932	=	\$	44.24	Year 1 avg Hourly rate
2. Calcula	ate hourly	rate for all ye	ars (incre	ease the Average Hourly rate	for a year	by propos	ed escalation%)	
	Averag	e hourly rate		Proposed Escalation				
Year 1	\$	44.24	+	4%	=	\$	46.01	Year 2 Avg Hourly Rate
Year 2	\$	46.01	+	4%	=	\$	47.85	Year 3 Avg Hourly Rate
Year 3	\$	47.85	+	4%	=	\$	49.76	Year 4 Avg Hourly Rate
Year 4	\$	49.76	+	4%	=	\$	51.75	Year 5 Avg Hourly Rate
3. Calcula	ate estima	ted hour per v	/ear (mu	ltiply estimate % each year b	v total hou	urs)		
					-	_		
		d % Complete	d	Total Hours Per Cost		lot	al Hours per	
N 4	Ea	ich year	*	Proposal			Year	
Year 1		40.0%	*	932	=		372.8	Estimated Hours Year 1
Year 2		50.0%	*	932	=		466.0	Estimated Hours Year 2
Year 3		7.0%		932	=		65.2	Estimated Hours Year 3
Year 4		3.0%	*	932	=		28.0	Estimated Hours Year 4
Year 5			*	932	=		0.0	Estimated Hours Year 5
Total		100.0%		Total	=		932	
4. Calcula	ate Total C	osts including	; Escalati	on (multiply average hourly	rate by the	number o	f hours)	
	Avg F	Iourly Rate		Estimatedhours			Cost Per	
	-	ated above)		(Calculated above)			Year	
Year 1	`\$	44.24	*	372.8	=	\$	16,492.67	Estimated Hours Year 1
Year 2	\$	46.01	*	466.0	=	\$	21,440.66	Estimated Hours Year 2
Year 3	\$	47.85	*	65.2	=	\$	3,121.73	Estimated Hours Year 3
Year 4	\$	49.76	*	28.0	=	\$	1,391.29	Estimated Hours Year 4
	Ŧ			==:.,		Ŧ	_,	

Attachment: Exhibit B_22-1002762 (8864 : I-10 Slover Mountain Underpass Project)

Notes:

Year 5

\$

51.75

• This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

\$

\$

\$

\$

42,446.36

41,235.63

1,210.73

=

0.0

Total Direct Labor Cost with Escalation =

Direct Labor Subtotal before Escalation =

Estimated Total of Direct Labor Salary Increase =

• This escalation calculation is for determining the total contract amount only.

• Estimated yearly percent completed from resource loaded schedule

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Estimated Hours Year 5

Transferred to page 1

	<u>k Stokes, Inc.</u>	Contract NO.	22-1002762		Date	07/05/2022
Direct Labor Classification/Title	Key Personnel	Hours	Labor Ra Low	te Range High	Average Hourly Rate	Total Direct Labor
Proj Dir	Calvert, Brian	118	90.22	110.94	\$100.58	\$11,868.44
Sr Consult III	Corpuz, Monica	340	54.31	60.95	\$57.63	\$19,594.20
Ving Consult	Hoisington, Gregory	32	64.90	68.28	\$66.59	\$2,130.88
Sr Consult III	Flores, Marisa	16	54.31	60.95	\$57.63	\$922.08
Fr Tech Analyst	Hardie, Jon	5	73.50	80.30	\$76.90	\$384.50
Fech Dir	Lay, Keith	6	79.21	90.51	\$84.86	\$509.10
Assoc Consult III	Barrera, Mario	3	42.42	48.73	\$45.58	\$136.74
Fr Tech Analyst	Jameson, Megan	6	73.50	80.30	\$76.90	\$461.40
Sr Consult III	Ban, Jennifer	12	54.31	60.95	\$57.63	\$691.56
Sr Tech Analyst	Trisal, Shilpa	6	73.50	80.30	\$76.90	\$461.40
		11			\$66.59	\$732.49
Mng Consult	Twaddell, Hannah		64.90	68.28		
Sr Consult I	Garcia, Johnnie	14	46.85	49.12	\$47.99	\$671.86
Sr Consult II	Irvin, Elizabeth	8	50.52	57.71	\$54.12	\$432.96
Admin Tech	Shook, Jill	8	31.95	39.48	\$35.72	\$285.76
Sr Tech Analyst	Crawford, Karen	5	73.50	80.30	\$76.90	\$384.50
Sr Consult I	Chmiel, Karolina	22	46.85	49.12	\$47.99	\$1,055.78
Asst Consult	Roderick, Margaret	4	32.13	39.61	\$35.87	\$143.48
Sr Consult III	Feldman, Jessica	5	54.31	60.95	\$57.63	\$288.15
Assoc Consult II	Klinefelter, Kristen	19	40.20	42.19	\$41.20	\$782.80
Fringe Benefits Fringe Benefits (Rate 40.170	<mark>%</mark> %)	e) Total Fringe Benefits [(c)x(d)]		\$	17,390.08
Indirect Costs Overhead (Rate <u>121.720</u> General and Administrative (Rate <u>0.000</u>		g) Overhead [(c)x (f)] i) Gen & Admin [(c) x (h)]	j) Total Indirect Co	sts [(g)+(i)]	\$ <u>52,694.05</u> \$ <u>-</u> \$.	- 52,694.05
	<mark>%</mark> %)		k) Fixed fee [(c) + ((e) + (j)] x (n)	\$	9,636.90
Fixed Fee (Profit) (Rate <u>8.50</u> Total Loaded Labor Costs						123,012.23
(Rate <u>8.50</u> Total Loaded Labor Costs Dther Direct Costs (ODC) Travel/ Mileage Costs (supported Equipment Rental and Supplies (it Surveys and Reports Subconsultant Costs (attach detail	emize) ed cost proposal in same format as prime				\$ <u>\$819.00</u> \$ <u>\$0.00</u> \$ <u>\$1,250.00</u> \$_	<u>123,012.23</u>
(Rate <u>8.50</u> Total Loaded Labor Costs Other Direct Costs (ODC) Travel/ Mileage Costs (supported Equipment Rental and Supplies (it Surveys and Reports	emize) ed cost proposal in same format as prime	p) Total Other Direct Costs	s [(l) + (m) + (n) + (o Total cost [(c) + (e)		\$ \$0.00	

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Form 348-10-H Cost Proposal Actual Cost- Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts

Consultant <u>ICF Jones & Stokes. Inc</u>	Contract No. <u>22-1002762</u>	Date 07/05/2022

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

	ect Labor <u>ota</u> l Per Cost		Total Hours cost Proposal		Avg Hourly	5year Contract
Р	roposal				Rate	Duration
\$	41,938.14	/	640	=	\$ 65.53	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

	Average	e hourly rate		Pr	oposed Escalation			
Year 1	\$	65.53	+		4%	=	\$ 68.15	Year 2 Avg Hourly Rate
Year 2	\$	<mark>68.1</mark> 5	+		4%	=	\$ 70.88	Year 3 Avg Hourly Rate
Year 3	\$	<mark>70.8</mark> 8	+		4%	=	\$ 73.72	Year 4 Avg Hourly Rate
Year 4	\$	<mark>73.7</mark> 2	+		4%	=	\$ 76.67	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

	Estim	ated % Completed		Total Hours Per Cost		Total Hours per	
		Each year		Proposal		Year	
	2022	35.0%	*	640	=	224.0	Estimated Hours Year 1
	2023	50.0%	*	640	=	320.0	Estimated Hours Year 2
	2024	15.0%	*	640	=	96.0	Estimated Hours Year 3
	2025	0.0%	*	640	=	0.0	Estimated Hours Year 4
	2026	0.0%	*	640	=	0.0	Estimated Hours Year 5
Total		100.0%		Total	=	640	

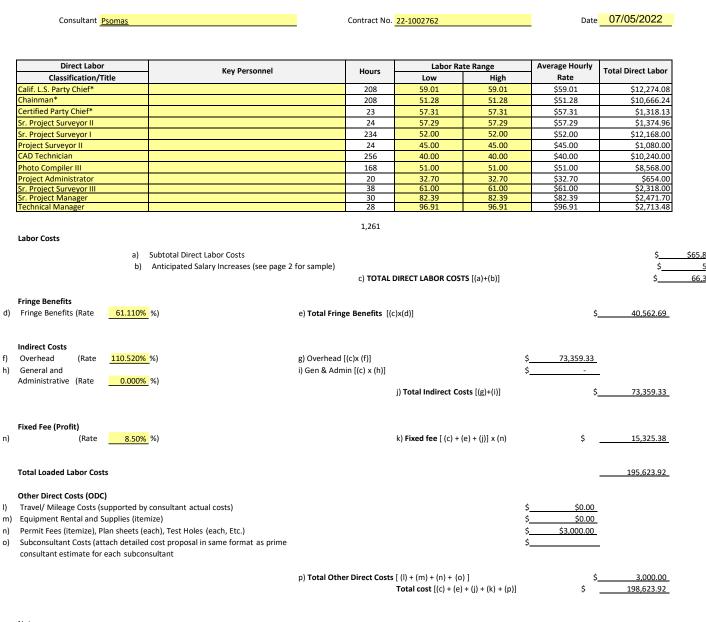
4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	Avg H	lourly Rate		Estimatedhours		Cost Per	
	(Calcula	ated above)		(Calculated above)		Year	
Year 1	\$	65.53	*	224.0	=	\$ 14,678.72	Estimated Hours Year 1
Year 2	\$	68.15	*	320.0	=	\$ 21,808.00	Estimated Hours Year 2
Year 3	\$	70.88	*	96.0	=	\$ 6,804.48	Estimated Hours Year 3
Year 4	\$	73.72	*	0.0	=	\$ -	Estimated Hours Year 4
Year 5	\$	76.67	*	0.0	=	\$ -	Estimated Hours Year 5
			Total D	irect Labor Cost with Escala	tion =	\$ 43,291.20	
			Direct L	abor Subtotal before Escala	tion =	\$ 41,938.14	
		Esti	mated Tota	l of Direct Labor Salary Incre	ease =	\$ 1,353.06	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

Attachment: Exhibit B_22-1002762 (8864 : I-10 Slover Mountain Underpass Project)



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Notes:

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

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Form 348-10-H Cost Proposal Actual Cost- Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts

Consultant <u>Pso</u>	mas		Contract No. <u>22-10</u>	002762			Date 07/05/2022
1. Calculate aver	age hourly rate	for 1st yea	ar of contract (Direct Labor	Subtotal di	vided by tot	al hours)	
C)irect Labor		Total Hours			Avg	5year
Sub	<u>tota</u> l Per Cost		cost Proposal			Hourly	Contract
	Proposal					Rate	Duration
\$	65,846.59	/	1261	=	\$	52.22	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

	Average	e hourly rate		Pr	oposed Escalation			
Year 1	\$	52.22	+		4%	=	\$ 54.31	Year 2 Avg Hourly Rate
Year 2	\$	54.31	+		4%	=	\$ 56.48	Year 3 Avg Hourly Rate
Year 3	\$	56.48	+		4%	=	\$ 58.74	Year 4 Avg Hourly Rate
Year 4	\$	58.74	+		4%	=	\$ 61.09	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

	Estimated % Compl	eted	Total Hours Per Cost		Total Hours per	
	Each year		Proposal		Year	
Year 1	80.0%	<mark>%</mark> *	1261	=	1008.8	Estimated Hours Year 1
Year 2	20.0%	<mark>%</mark> *	1261	=	252.2	Estimated Hours Year 2
Year 3	0.0%	<mark>%</mark> *	1261	=	0.0	Estimated Hours Year 3
Year 4	0.0%	<mark>%</mark> *	1261	=	0.0	Estimated Hours Year 4
Year 5	0.0%	<mark>%</mark> *	1261	=	0.0	Estimated Hours Year 5
Total	100.0%	%	Total	=	1261	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	Avg H	lourly Rate		Estimatedhours		Cost Per	
	(Calcula	ated above)		(Calculated above)		Year	
Year 1	\$	52.22	*	1008.8	=	\$ 52,679.54	Estimated Hours Year 1
Year 2	\$	54.31	*	252.2	=	\$ 13,696.98	Estimated Hours Year 2
Year 3	\$	56.48	*	0.0	=	\$ -	Estimated Hours Year 3
Year 4	\$	58.74	*	0.0	=	\$ -	Estimated Hours Year 4
Year 5	\$	61.09	*	0.0	=	\$ -	Estimated Hours Year 5
			Total	Direct Labor Cost with Escala	tion =	\$ 66,376.52	
			Direct	Labor Subtotal before Escala	tion =	\$ 65,846.59	
		Esti	imated Tot	al of Direct Labor Salary Incre	ease =	\$ 529.93	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

Attachment: Exhibit B_22-1002762 (8864 : I-10 Slover Mountain Underpass Project)

	Consultant <u>RailPros</u>			Contract No	22-1002762		Date	07/05/2022
	Direct Labor				Labor Ra	te Range	Average Hourly	
	Classification/Title	Key Personnel		Hours	Low	High	Rate	Total Direct Labor
	Rail Principal	Nathan Ortega		37	112.67	118.30	\$115.49	\$4,273.13
	Rail Manager			80	56.74	79.15	\$67.95	\$5,436.00
	Rail Designer			204	41.00	56.74	\$48.87	\$9,969.48
	Rail Drafter			253	32.86	41.00	\$36.93	\$9,343.29
	Quality Checker			9	126.00	138.60	\$132.30	\$1,190.70
	Structures Manager	Sarwar Naveed		317	94.30	109.00	\$101.65	\$32,223.05
	Structural Engineer			745	59.28	68.50	\$63.89	\$47,598.05
	Professional Engineer (Structures)			0	55.29	67.58	\$61.43	\$0.00
	Engineering Designer (Structures)			748	36.86	40.75	\$38.81	\$29,029.88
	CADD Designer			1,306	43.62	52.25	\$47.93	\$62,596.58
				3,699				
	Labor Costs							
a)	Subtotal Direct Labor Costs						\$ \$201,660.16	
b)	Anticipated Salary Increases (see pag	a 2 for sample)					\$ 8,139.72	-
5)	Anticipated Salary increases (see pag		c) TOTAL DIRE		OSTS $[(a)+(b)]$		2 <u>0,133.72</u> ć	209,799.88
				LCT LABOR C	U313 [(a)+(b)]		ç	205,755.88
	Exingo Ronofita							
.0	Fringe Benefits	0/1			-1. (-1)]		A	112 100 00
d)	Fringe Benefits (Rate 53.470%	%)	e) Total Fringe	e Benefits [(c)x(a)]		Ş	112,180.00
	Indirect Costs							
f)	Overhead (Rate 73.870%	%)	g) Overhead [(c)x (f)]			\$ 154,979.17	
''	overhead (nate 73.6707	70)	g) overhead [2 <u>134,373.17</u>	
h)	General and		i) Gen & Admi	in [(c) x (h)]			\$ 75,842.66	
	Administrative (Rate 36.150%	%)						
					j) Total Indirect Co	sts [(g)+(i)]	\$	230,821.83
	Fixed Fee (Profit)							
n)	(Rate 8.50%	%)			k) Fixed fee [(c) +	e) + (j)] x (n)	\$	46,988.15
					,,			
	Total Loaded Labor Costs							599,789.86
	Other Direct Costs (ODC)							
I)	Travel/ Mileage Costs (supported by	consultant actual costs)					\$ \$150.00	
m)	Equipment Rental and Supplies (item	nize)					\$ \$0.00	
n)	Permit Fees (itemize), Plan sheets (ea	ach), Test Holes (each, Etc.)					\$ \$0.00	
o)		cost proposal in same format as prime					\$	
.,	consultant estimate for each subcon							-
			n) Total Otho	r Direct Cort	s [(l) + (m) + (n) + (o	11	ć	150.00
				511001			ş Ş	599.939.86
					Total cost [(c) + (e)	+ (j) + (k) + (p)	Ş	233,323,80

Notes:

22-1002762

Employees subject to prevailing wage requirements to be marked with an $\,^*.$ ٠

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Form 348-10-H Cost Proposal Actual Cost- Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts

consultar	nt <u>RailPro</u>	DS		Contract No. <u>22-10</u>	02762	-		Date 07/05/2022
L. Calcula	ite averag	e hourly rate	for 1st ye	ar of contract (Direct Labor S	Subtotal di	ivided by t	otal hours)	
	Dire	ect Labor		Total Hours			Avg	5year
	Subto	<u>ta</u> l Per Cost		cost Proposal			Hourly	Contract
	Pr	oposal					Rate	Duration
	\$2	201,660.16	/	3699	=	\$	54.52	Year 1 avg Hourly rate
. Calcula	te hourly	rate for all ye	ars (incre	ease the Average Hourly rate	for a year	· by propos	ed escalation%)	
	Average	e hourly rate		Proposed Escalation				
/ear 1	\$	54.52	+	4%	=	\$	56.70	Year 2 Avg Hourly Rate
/ear 2	\$	56.70	+	4%	=	\$	58.97	Year 3 Avg Hourly Rate
Year 3	\$	58.97	+	4%	=	\$	61.33	Year 4 Avg Hourly Rate
Year 4	\$	61.33	+	4%	=	\$	63.78	Year 5 Avg Hourly Rate
				4% tiply estimate % each year b			63.78	Year 5 Avg Hourly Rate
	ite estima	ted hour per y	vear (mul			urs)		Year 5 Avg Hourly Rate
	ate estimat	ted hour per y <mark>1 % Com</mark> pleted	vear (mul	tiply estimate % each year b Total Hours Per Cost		urs)	63.78 tal Hours per Year	Year 5 Avg Hourly Rate
3. Calcula	ate estimat	ted hour per y	vear (mul	tiply estimate % each year b		urs)	tal Hours per	
3. Calcula Year 1	ate estimat	ted hour per y d % Completed ch year	vear (mul ते	tiply estimate % each year b Total Hours Per Cost Proposal	y total ho	urs)	tal Hours per Year	Estimated Hours Year :
3. Calcula Year 1 Year 2	ate estimat	ted hour per y d % Completed ch year 20.0%	vear (mul ते *	tiply estimate % each year b Total Hours Per Cost Proposal 3699	y total ho =	urs)	tal Hours per Year 739.8	Estimated Hours Year 2 Estimated Hours Year 2
3. Calcula Year 1 Year 2 Year 3	ate estimat	ted hour per y d % Completed ch year 20.0% 60.0%	vear (mul	tiply estimate % each year b Total Hours Per Cost Proposal 3699 3699	y total hou = =	urs)	tal Hours per Year 739.8 2219.4	Estimated Hours Year 2 Estimated Hours Year 2 Estimated Hours Year 3
3. Calcula Year 1 Year 2 Year 3 Year 4	ate estimat	ted hour per y d % Completed ch year 20.0% 60.0% 20.0%	year (mul	tiply estimate % each year b Total Hours Per Cost Proposal 3699 3699 3699	y total hor = = = =	urs)	tal Hours per Year 739.8 2219.4 739.8	Estimated Hours Year 2 Estimated Hours Year 2 Estimated Hours Year 2 Estimated Hours Year 2
3. Calcula Year 1 Year 2 Year 3 Year 4 Year 5	ate estimat	ted hour per y d % Completed ch year 20.0% 60.0% 20.0% 0.0%	/ear (mul	tiply estimate % each year b Total Hours Per Cost Proposal 3699 3699 3699 3699 3699	y total hor = = = = =	urs)	tal Hours per Year 739.8 2219.4 739.8 0.0	Year 5 Avg Hourly Rate Estimated Hours Year 2 Estimated Hours Year 2 Estimated Hours Year 2 Estimated Hours Year 2 Estimated Hours Year 5
3. Calcula Year 1 Year 2 Year 3 Year 4 Year 5 Total	ete estimatec Estimatec Ea	ted hour per y d % Completed ch year 20.0% 60.0% 20.0% 0.0% 0.0% 100.0%	rear (mul	tiply estimate % each year b Total Hours Per Cost Proposal 3699 3699 3699 3699 3699 3699	y total hor = = = = = = =	urs) To	tal Hours per Year 739.8 2219.4 739.8 0.0 0.0 3699	Estimated Hours Year 2 Estimated Hours Year 2 Estimated Hours Year 3 Estimated Hours Year 4
3. Calcula Year 1 Year 2 Year 3 Year 4 Year 5 Total	ete estimate Estimatec Ea	ted hour per y d % Completed ch year 20.0% 60.0% 20.0% 0.0% 0.0% 100.0% osts including	rear (mul	tiply estimate % each year b Total Hours Per Cost Proposal 3699 3699 3699 3699 3699 Total	y total hor = = = = = = =	urs) To	tal Hours per Year 739.8 2219.4 739.8 0.0 0.0 3699 of hours)	Estimated Hours Year 2 Estimated Hours Year 2 Estimated Hours Year 2 Estimated Hours Year 2
3. Calcula Year 1 Year 2 Year 3 Year 4 Year 5 Total	ete estimat Estimatec Ea Ea ete Total C Avg H	ted hour per y d % Completed ch year 20.0% 60.0% 20.0% 0.0% 0.0% 100.0% osts including	rear (mul	tiply estimate % each year b Total Hours Per Cost Proposal 3699 3699 3699 3699 3699 Total Don (multiply average hourly n Estimated hours	y total hor = = = = = = =	urs) To	tal Hours per Year 739.8 2219.4 739.8 0.0 0.0 3699 of hours) Cost Per	Estimated Hours Year 2 Estimated Hours Year 2 Estimated Hours Year 3 Estimated Hours Year 4
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Estimated nouis real 1	10,555.50	Ŷ		755.0		51.52	Ŷ	rear 1				
Estimated Hours Year 2	125,839.98	\$	=	2219.4	*	56.70	\$	Year 2				
Estimated Hours Year 3	43,626.01	\$	=	739.8	*	58.97	\$	Year 3				
Estimated Hours Year 4	-	\$	=	0.0	*	61.33	\$	Year 4				
Estimated Hours Year 5	-	\$	=	0.0	*	63.78	\$	Year 5				
	209,799.88	\$	lation =	Total Direct Labor Cost with Escalation =								
	201,660.16	\$	lation =	Direct Labor Subtotal before Escalation =								
Transferred to page 1	8,139.72	\$	rease =	of Direct Labor Salary Inci	imated Total of	Esti						

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

Attachment: Exhibit B_22-1002762 (8864 : I-10 Slover Mountain Underpass Project)

	Consultant Tatsumi and Partners, Inc.		Contract No	. <mark>22-1002762</mark>		Date	07/05/2022
	Direct Labor	Key Personnel	Hours		ite Range	Average Hourly	Total Direct Labor
	Classification/Title	-,		Low	High	Rate	
	enior Principal		11	95.00	95.00	\$95.00	\$1,045.00
	enior Associate		70	58.60	58.60	\$58.60	\$4,102.00
	enior Technical Staff		48	43.75	43.75	\$43.75	\$2,100.00
	enior Designer echnical Staff III		70 128	43.75 37.25	43.75 38.75	\$43.75 \$38.00	\$3,062.50 \$4,864.00
	echnical Staff I		128	30.50	30.50	\$30.50	\$5,795.00
H			0	30.30	30.30	\$0.00	\$0.00
-			0			\$0.00	\$0.00
H			0			\$0.00	\$0.00
_			0			30.00	30.00
			517				
L	abor Costs						
	a) Subtotal Dire	ct Labor Costs					ć
		Galary Increases (see page 2 for sample)					ې د
	b) Anticipated		c) TOT	AL DIRECT LABOR CO	STS [(a)+(b)]		ج ج
			0,101		313 [(a) (b)]		Ý
F	ringe Benefits						
	d) Fring <mark>e Benefits (Rate</mark>	%)	e) To	tal Fringe Benefits [(c)x(d)]		Ś
	-,		-,				*
ı	ndirect Costs						
	Overhead (Rate 176.000%	%)	g) Overhead [(c)x (f)]			\$ 37,992.35	
	General and		i) Gen & Admin [(c) x (h)]			\$	
ŀ	Administrative (Rate 0.000%	%)					
				j) Total Indirect Co	sts [(g)+(i)]	\$	37,992.35
F	ixed Fee (Profit)						
	(Rate <u>8.50%</u>	%)		k) Fixed fee [(c) +	(e) + (j)] x (n)	\$	5,064.21
	otal Loaded Labor Costs						64 642 42
	Utai Luaueu Labor Costs						64,643.12
,	Other Direct Costs (ODC)						
	Travel/ Mileage Costs (Supported by consultant act	ual costs)				\$ \$187.50	
	Equipment Rental and Supplies (itemize)					\$ <u>\$187.50</u> \$\$\$0.00	
		(aach Eta)				\$ <u>\$0.00</u> \$\$\$0.00	
	Permit Fees (itemize), Plan sheets (each), Test Holes					ຈ <u>\$0.00</u> ເ	
	Subconsultant Costs (attach detailed cost proposal i consultant estimate for each subconsultant	n same format las prime				ş	<u>-</u> .
			p) Total Other Direct Cost	s[(1) + (m) + (n) + (n)) 1	¢	187.50
			p, total other briett cos	Total cost [(c) + (e)		ې خ	64,830.62
				- ULAI LUSL ((L) T (U)		Ş	04,030.02

Notes:

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

Attachment: Exhibit B_22-1002762 (8864 : I-10 Slover Mountain Underpass Project)

	Dir <u>Subto</u>	ge hourly rate f rect Labor <u>ota</u> l Per Cost Proposal	or 1st yea	ar of contract (Direct I Total Hours cost Proposal	abor Subtotal.	divided by	r total hours) Avg Hourly Rate	5year Contract Duration
	\$	20,968.50	/	517	=	\$	40.56	Year 1 avg Hourly rate
		rate for all ye a ge hourly rate	ars (increa	ase the Average Hour		ar by prop	osed escalation%)	
Year 1 Year 2	\$ \$	40.56 42.18	+ +	4% 4%	=	\$ \$	42.18 43.87	Year 2 Avg Hourly Rate Year 3 Avg Hourly Rate

=

_

\$

\$

45.62

47.44

Contract No.22-

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

+

43.87

45.62

Consultant <u>Tatsumi and Partners, Inc.</u>

	Estimated % Completed		Total Hours Per Cost		Total Hours per	
	Each year		Proposal		Year	
Year 1	40.0%	*	517	=	206.8	Estimated Hours Year 1
Year 2	50.0%	*	517	=	258.5	Estimated Hours Year 2
Year 3	7.0%	*	517	=	36.2	Estimated Hours Year 3
Year 4	3.0%	*	517	=	15.5	Estimated Hours Year 4
Year 5	0.0%	*	517	=	0.0	Estimated Hours Year 5
Total	100.0%		Total	=	517	

4%

4%

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	Avg H	ourly Rate		Estimated hours		Cost Per	
(Calculated above)			(Calculated above)		Year		
Year 1	\$	40.56	*	206.8	=	\$ 8,387.81	Estimated Hours Year 1
Year 2	\$	42.18	*	258.5	=	\$ 10,903.53	Estimated Hours Year 2
Year 3	\$	43.87	*	36.2	=	\$ 1,587.66	Estimated Hours Year 3
Year 4	\$	45.62	*	15.5	=	\$ 707.57	Estimated Hours Year 4
Year 5	\$	47.44	*	0.0	=	\$ -	Estimated Hours Year 5
			Total D	Pirect Labor Cost with Escalation	=	\$ 21,586.56	
			Direct L	abor Subtotal before Escalation	=	\$ 20,968.50	
	\$ 42.18 \$ 43.87 \$ 45.62 \$ 47.44		nated Tota	l of Direct Labor Salary Increase	=	\$ 618.06	Transferred to page 1

Notes:

Year 3

Year 4

\$

Ś

- This assumes that one year will be worked at the rate on the cost proposal before salary increases aregranted.
- This escalation calculation is for determining the total contract amount only.
- Estimated yearly percent completed from resource loaded schedule

Date 07/05/2022

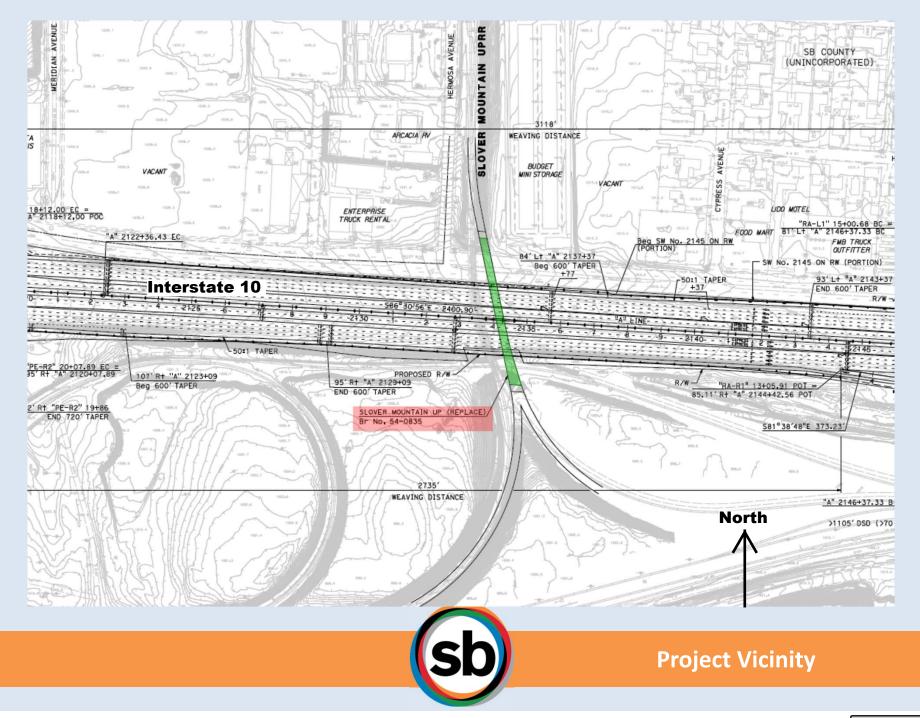
Year 4 Avg Hourly Rate

Year 5 Avg Hourly Rate

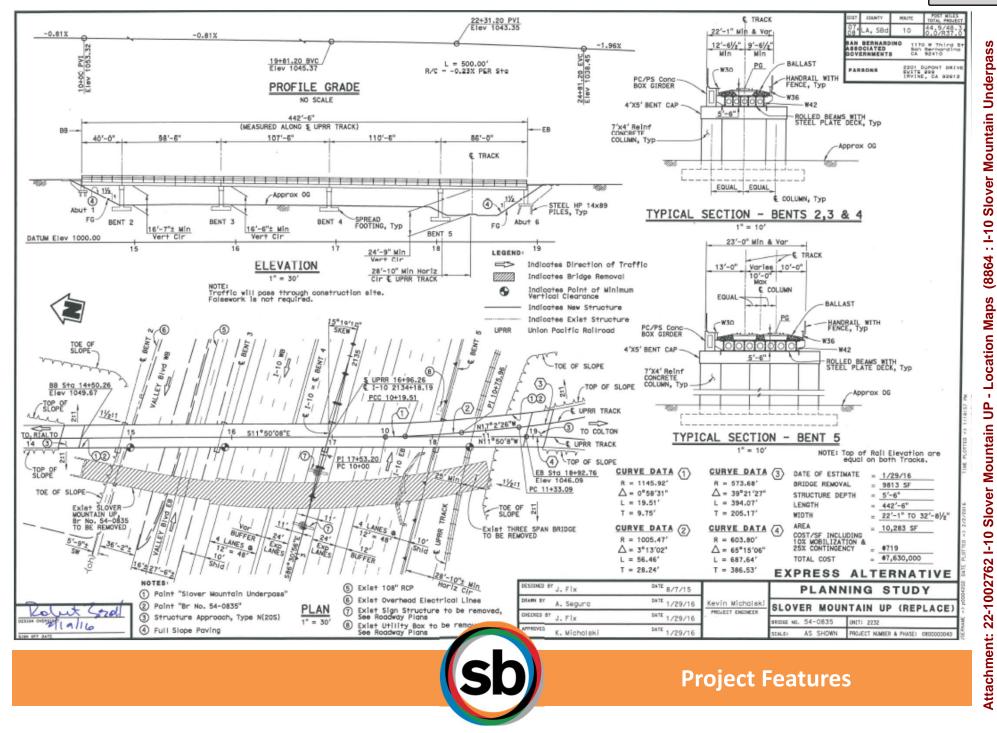
12.d

I-10 Corridor Freight and Express Lane Project Advanced Structure – Slover Mountain Underpass Bridge No. 54-0835





12.e



Minute Action

AGENDA ITEM: 13

Date: September 7, 2022

Subject:

Award Construction Management Services Contract No. 22-1002757 for Interstate 15 Corridor Freight and Express Lanes Project - Contract 1

Recommendation:

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

A. Award Contract No. 22-1002757 to TRC Engineers, Inc., for a not-to-exceed amount of \$29,538,703.11 for Construction Management Services for the Interstate 15 Corridor Freight and Express Lanes Project - Contract 1.

B. Approve contingency in a not-to-exceed amount of \$2,953,870.31 for Contract No. 22-1002757, to be released in accordance with SBCTA Procurement and Special Risk Assessment Policy No. 11000.

Background:

The Interstate 15 (I-15) Corridor Freight and Express Lanes Project - Contract 1 (Project) will add auxiliary lanes to improve freight corridor movement and an addition of two (2) express lanes in each direction on the I-15 from south of State Route (SR) 60 to north of Foothill Boulevard. The Environmental Document (ED) for the I-15 Corridor Project was approved in December 2018. The Project will be delivered in multiple construction packages. The first construction package, known as the I-15 Corridor Freight and Express Lanes Project – Contract 1, will construct one (1) to two (2) express lanes in each direction from south of SR 60 to north of Foothill Boulevard and add auxiliary lanes at select locations in order to improve freight movement and reduce traffic congestion. Construction packages for portions north of Foothill Boulevard to Duncan Canyon Road will be developed in the future based on funding considerations. Final design work for the Project is ongoing with current activities consisting of traffic analysis, geometric studies, structure design, and developing Plans, Specifications, and Estimates. Coordination with Riverside County Transportation Commission and the California Department of Transportation (Caltrans) is ongoing regarding the interface between the Riverside and San Bernardino County portions of work.

On March 2, 2022, the Board of Directors (Board) authorized the release of Request for Proposals (RFP) No. 22-1002757 for Construction Management (CM) Services. RFP No. 22-1002757 was released to solicit firms to assist San Bernardino County Transportation Authority (SBCTA) in providing CM services for the Project. The solicitation was issued in accordance with SBCTA Procurement and Special Risk Assessment Policy No. 11000. On March 3, 2022, RFP No. 22-1002757 was released and posted on PlanetBids and the SBCTA website. The notice was electronically sent to over 969 entities and was downloaded by 92 firms. On March 16, 2022, a pre-proposal meeting was held virtually and was attended by over 33 individuals representing various firms including prime and sub-consulting firms. There were a total of four (4) addendums issued, Addendum No. 1 provided the list of attendees of the pre-proposal meeting, Addendum No. 2 responded to questions received from various firms, Addendum No. 3 removed articles 27.3 and 27.4, and Addendum No. 4 extended the proposal due date to May 5, 2022.

Board of Directors Agenda Item September 7, 2022 Page 2

On May 5, 2022, four (4) proposals were received from the following firms (in alphabetical order) by the date and time specified in the RFP. Staff reviewed each submittal and deemed each proposal responsive to the requirements outlined in the RFP.

- AECOM Technical Services, Inc.
- HNTB Corporation
- Jacobs
- TRC Engineers, Inc.

The Evaluation Committee comprised of four (4) SBCTA staff members and two (2) Caltrans staff members. Each committee member thoroughly reviewed each proposal and independently scored each firm based on the following evaluation criteria; Qualifications of the Firm - 25%, Proposed Staffing and Project Organization - 25%, and Work Plan - 50%. The Evaluation Committee members met on May 19, 2022, and ranked the firms based on total score. At the completion of discussions, all four (4) firms were invited to interview.

On June 16, 2022 the four (4) firms were interviewed. After careful consideration, TRC Engineers, Inc., is being recommended to be awarded CM Services Contract No. 22-1002757. TRC Engineers, Inc., is being selected as they are considered the best-qualified firm for the Project. They were able to successfully demonstrate a thorough understanding of the scope of work and proposed a qualified team, clear concise work plan, and innovative approach, showing the ability to perform all work and/or services necessary to complete the Project.

Staff recommends awarding Contract No. 22-1002757 to TRC Engineers, Inc., for a not-to-exceed amount of \$29,538,703.11 and a contract duration of five (5) years. It is anticipated that construction will start in late 2023, and be completed in about three (3) years. The contract funding is consistent with the 2021 Update to the 10-Year Delivery Plan.

Staff is also recommending a 10% contingency budget in a not-to-exceed amount of \$2,953,870.31, which would be utilized and released in accordance with SBCTA Procurement and Special Risk Assessment Policy No. 11000.

Financial Impact:

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

Reviewed By:

This item was reviewed and recommended for approval (20-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on August 11, 2022. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft contract.

Responsible Staff:

Khalid Bazmi, Construction Manager

Approved Board of Directors Date: September 7, 2022

Witnessed By:

				Ger	ieral Cont	ract Informati	on			
Contract No:	22-1	002757	7 Ameno	dment No.:						
Contract Class:	Payable			Department: Project Delivery			ivery			
Vendor No.:	03	378	Vend	or Name: ⁻	FRC Engin	eers Inc				
Description:	CM s	ervices	for I-15 Cor	– ridor Freigl	nt and Exp	oress Lanes Pro	oject (C	ontract 1)		
List Any Related Co	ontrac	t Nos.:								
-					Dolla	r Amount				
Original Contract			\$	29,538	3,703.11	Original Conti	ngency		\$	2,953,870.3
Prior Amendments	5		\$		-	Prior Amendm	nents		\$	-
Prior Contingency	Releas	sed	\$		-	Prior Continge	ency Re	leased (-)	\$	-
Current Amendme	ent		\$		-	Current Amen	Idment		\$	-
Total/Revised Con	tract	Value	\$	29,538	8,703.11	Total Conting	ency Va	alue	\$	2,953,870.3
			Total	Dollar Aut	hority (Co	ontract Value a	and Coi	ntingency)	\$	32,492,573.4
					Contract /	Authorization				
Board of Directo	ors	Date		07/2022			Board		Item	n # <u>8865</u>
	Other	Cantura		ontract Ma		t (Internal Pur	poses (alarati A altri	
Local	Uther	Contra		nstruction	Sole Sou Managem				dget Adju: 1onthly	stment
Local		. <u> </u>			•	its Payable		10	lontiny	
Estimated Start Da	ite:	09/	/15/2022	Expirati		09/14/202	27	Revised Expiration	on Date:	
NHS: Yes			1P/QAP:	N/A		evailing Wage:		Yes		
	-				-	5 5		l Contract Funding:	Total	Contingency:
Fund Prog Task	Sub- Task	Object	Revenue	PA Level	Revenue	Code Name	\$	29,538,703.11	\$	2,953,870.31
GL: 4110 40 0820		-		5	MS	l Fwy		29,538,703.11		2,953,870.31
GL: GL:								-		-
GL: GL:								-		<u> </u>
GL: GL:								-		-
GL:	c							-		
GL:								-	· · · · · · · · · · · · · · · · · · ·	
	Saleem		_				ry Stultz		-	
Project Ma	nager	(Print N	lame)			Task	Manag	er (Print Name)		
Additional Notes:										

13.a

CONTRACT No. 22-1002757

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

TRC ENGINEERS, INC.

FOR

I-15 EXPRESS LANES CONTRACT 1 CONSTRUCTION MANAGEMENT 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, CA 92410-1715; and TRC Engineers, Inc., ("CONSULTANT"), whose address is: 1935 Chicago Ave., Ste. A, Riverside, CA 92507. SBCTA and CONSULTANT are each a "Party" and collectively the "Parties".

RECITALS:

WHEREAS, SBCTA requires Work as described in Exhibit A of this Contract; and

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

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

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. INTRODUCTION

- 1.1 The work to be performed under this Contract is described in Exhibit A, entitled "Scope of Work", and the CONSULTANT's Approved Cost Proposal dated July 1, 2022 (Exhibit B). If there is any conflict between the Approved Cost Proposal and the Contract Articles, the Contract Articles take precedence.
- 1.2 CONSULTANT agrees to indemnify and hold harmless SBCTA, its officers, agents and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of the CONSULTANT. CONSULTANT will reimburse SBCTA for any expenditure, including reasonable attorney fees, incurred by SBCTA in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of the CONSULTANT.
- 1.3 CONSULTANT and the agents and employees of CONSULTANT, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of SBCTA.
- 1.4 Without the written consent of SBCTA, this Contract is not assignable by CONSULTANT, either in whole or in part.
- 1.5 No alteration or variations of the terms of this Contract shall be valid unless made in writing and signed by the Parties hereto; and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- 1.6 The consideration to be paid to CONSULTANT as provided herein shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
- 1.7 The Project Manager for this Contract is Khalid Bazmi, or such other designee as shall be designated in written notice to CONSULTANT from time to time by the Department Director of SBCTA or his or her designee. The Project Manager shall have authority to act on behalf of SBCTA in administering this Contract, including giving notices (including without limitation, notices of default and/or termination), technical directions and approvals, demanding performance and accepting work performed, but is not authorized to receive or issue payments or execute amendments to the Contract itself.

ARTICLE 2. PROJECT DESCRIPTION/SCOPE OF WORK

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

13.b

ARTICLE 3. CONSULTANT'S REPORTS OR MEETINGS

- 3.1 CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for SBCTA to determine if CONSULTANT is performing to expectations and is on schedule, to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- 3.2 CONSULTANT's Project Manager shall meet with SBCTA, as needed, to discuss progress on the Contract.

ARTICLE 4. PERFORMANCE PERIOD

- 4.1 Contingent upon approval by SBCTA's Awarding Authority in accordance with Article 54, below, CONSULTANT shall commence work after written notification to proceed by SBCTA's Procurement Manager. The Contract shall end on December 31, 2026, unless extended by written amendment.
- 4.2 CONSULTANT is advised that any recommendation for contract award is not binding on SBCTA until the Contract is fully executed and approved by SBCTA's Awarding Authority.

ARTICLE 5. ALLOWABLE COSTS AND PAYMENTS

- 5.1 The method of payment for this Contract will be based on actual cost plus fixed fee. SBCTA will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the Work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT's cost proposal, unless additional reimbursement is provide for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds SBCTA's approved overhead rate set forth in the Cost Proposal. In the event, that SBCTA determines that a change to the Work from that specified in the Cost Proposal and Contract is required, the Contract time or actual costs reimbursable by SBCTA shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified herein shall not be exceeded, unless authorized by written amendment.
- 5.2 In addition to the allowable incurred costs, SBCTA will pay CONSULTANT a fixed fee of \$2,044,787.55. The fixed fee is nonadjustable for the term of the Contract, except in the event of a significant change in the Scope of Work and such adjustment is made by contract amendment.
- 5.3 Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- 5.4 When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from SBCTA before exceeding such cost estimate.
- 5.5 Progress payments will be made monthly in arrears based on Services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly

progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Scope of Work, SBCTA shall have the right to delay payment or terminate this Contract in accordance with the Termination provisions herein.

- 5.6 No payment will be made prior to approval of any Work, nor any Work performed prior to approval of this Contract.
- 5.7 CONSULTANT will be reimbursed as promptly as fiscal procedures will permit upon receipt by SBCTA of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of Work for which CONSULTANT is billing except for the month of June, which will require the invoice to be submitted by July 10th. Invoices shall detail the Work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number. Final invoice must contain the final cost and all credits due SBCTA including any equipment purchased under the provisions of this Contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's Work. Invoices should be e-mailed to SBCTA at the following address:

<u>ap@gosbcta.com</u>

For large files over 30 megabytes, invoices can be submitted using this link: <u>https://sanbag-lfweb.sanbag.ca.gov/Forms/Invoice-submission</u>

- 5.8 CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCTA, that CONSULTANT has fully performed the Work invoiced pursuant to this Contract for the period covered, that all information included with the invoice is true and correct, and that all payments to and claims of CONSULTANT and its subconsultants for Work during the period will be satisfied upon the making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.
- 5.9 The total amount payable by SBCTA to CONSULTANT including the fixed fee shall not exceed \$29,538,703.11.
- 5.10 Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by SBCTA. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
- 5.11 All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE 6. TERMINATION

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

- 6.1.1 CONSULTANT shall deliver to SBCTA all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.
- 6.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
- 6.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.

6.2 <u>Termination for Cause</u>

- In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a 6.2.1 general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed against CONSULTANT or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its subconsultants related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the products and finished Work by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT of the same or any other provision, nor be deemed to waive, amend, or modify this Contract.
- 6.2.2 CONSULTANT shall deliver to SBCTA all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA within ten (10) working days of said notice.
- 6.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONSULTANT be entitled to any payment for prospective profits or any damages because of such termination.
 - 6.3.1 All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE 7. FUNDING REQUIREMENTS

- 7.1 It is mutually understood between the Parties that this Contract may have been written before ascertaining the availability of funds or appropriation of funds for the mutual benefit of both Parties, in order to avoid program or fiscal delays that would occur if the Contract were executed after that determination was made.
- 7.2 This Contract is valid and enforceable only if sufficient funds are made available to SBCTA for the purpose of this Contract. In addition, this Contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by Congress, State Legislature, or SBCTA governing board that may affect the provisions, terms, or funding of this Contract in any manner.
- 7.3 It is mutually agreed that if sufficient funds are not appropriated, this Contract may be amended to reflect any reduction in funds.
- 7.4 SBCTA has the option to void the Contract under the 30-day cancellation clause, or by mutual agreement to amend the Contract to reflect any reduction of funds.

ARTICLE 8. CHANGE IN TERMS

- 8.1 This Contract may be amended or modified only by mutual written agreement of the Parties.
- 8.2 CONSULTANT shall only commence Work covered by an amendment after the amendment is executed and the NTP has been provided by SBCTA's Procurement Analyst.
- 8.3 There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved cost proposal, which is part of this Contract without prior written approval of SBCTA.

ARTICLE 9. DISADVANTAGED BUSINESS ENTERPRISE

Intentionally Omitted

ARTICLE 10. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

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

ARTICLE 11. CONTINGENT FEE

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

ARTICLE 12. RETENTION OF RECORDS/AUDIT

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

ARTICLE 13. DISPUTES

- 13.1 Any dispute, other than audit, concerning a question of fact arising under this Contract that is not disposed of by agreement shall be decided by a committee consisting of SBCTA's SBCTA's Executive Director, who may consider written or verbal information submitted by CONSULTANT.
- 13.2 Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by SBCTA's Executive Director, of unresolved claims, disputes, other than audit. The request for review will be submitted in writing.
- 13.3 Neither the pendency of a dispute nor its consideration by SBCTA's Executive Director, will excuse CONSULTANT from full and timely performance in accordance with the terms of this Contract.

ARTICLE 14. AUDIT REVIEW PROCEDURES

14.1 Any dispute concerning a question of fact arising under an interim or post audit of this Contract that is not disposed of by agreement shall be reviewed by SBCTA's Chief Financial Officer.

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

ARTICLE 15. SUBCONTRACTING

- 15.1 Nothing contained in this Contract or otherwise shall create any contractual relation between SBCTA and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be fully responsible to SBCTA for the acts and omissions of its subconsultant(s) and of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is independent of SBCTA's obligation to make payments to the CONSULTANT.
- 15.2 CONSULTANT shall perform the Work contemplated with resources available within its own organization, and no portion of the Work pertinent to this Contract shall be subcontracted without prior written authorization by SBCTA, except that which is expressly identified in the approved Cost Proposal.
- 15.3 CONSULTANT shall pay its subconsultant(s) within ten (10) calendar days from receipt of each payment made to CONSULTANT by SBCTA.
- 15.4 Any subcontract in excess of \$25,000 entered into as a result of this Contract shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.
- 15.5 Any substitution of subconsultants must be approved in writing by SBCTA prior to the start of Work by the subconsultant.

ARTICLE 16. EQUIPMENT PURCHASE

- 16.1. Prior authorization in writing by SBCTA shall be required before CONSULTANT enters into any unbudgeted purchase order or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- 16.2. When seeking SBCTA's prior written authorization for purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000, CONSULTANT must submit three competitive quotations with the request, or the absence of bidding must be adequately justified.
- 16.3. Any equipment purchased as a result of this Contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, SBCTA shall receive a proper refund or credit at the conclusion of the Contract, or if the Contract is terminated, CONSULTANT may either keep the equipment and credit SBCTA in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established SBCTA procedures, and credit SBCTA in an

amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to SBCTA and CONSULTANT. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by SBCTA."

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

ARTICLE 17. INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit SBCTA and the State, to review and inspect the project activities and files at all reasonable times during the performance period of this Contract including review and inspection on a daily basis.

ARTICLE 18. SAFETY

- 18.1 CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by SBCTA or other SBCTA representative. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- 18.2 Pursuant to the authority contained in Section 591 of the Vehicle Code, SBCTA has determined that such areas are within the limits of the Project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- 18.3 Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- 18.4 CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

ARTICLE 19. INSURANCE

- 19.1 Prior to commencing the Work, subject to the provisions of Article 19.2 "General Provisions", and at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT and all sub-consultants of every tier performing any Work under this contract shall, at CONSULTANT's and sub-consultant's sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:
 - 19.1.1 <u>Professional Liability.</u> The policies must include the following:
 - A limit of liability not less than \$10,000,000 per claim
 - An annual aggregate limit of not less than \$10,000,000

- Coverage shall be appropriate for the CONSULTANT'S profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT'S professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.
- If Coverage is on a claims made basis:
 - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.
 - CONSULTANT shall secure and maintain "tail" coverage for a minimum of Five (5) years after Contract completion.
- 19.1.2 <u>Worker's Compensation/Employer's Liability</u>. The policies must include the following:
 - Coverage A. Statutory Benefits
 - Coverage B. Employer's Liability
 - Bodily Injury by accident \$1,000,000 per accident
 - Bodily Injury by disease \$1,000,000 policy limit/\$1,000,000 each employee

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

- 19.1.3 Commercial General Liability. The policy must include the following:
 - Consultant shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than \$10,000,000 each occurrence.
 - The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.

- \$10,000,000 per occurrence limit for property damage or bodily injury
- \$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 12 19) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage.
- If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

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

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

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

19.1.4 <u>Umbrella/Excess CGL</u>. The policy must include the following:

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

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

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

- 19.1.5 <u>Commercial Auto.</u> The policy must include the following:
 - A total limit of liability of not less than **\$10,000,000** each accident. This total limits of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of this Article.
 - Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
 - Combined Bodily Injury and Property Damage Liability insurance. The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.
- 19.1.6 <u>Pollution Liability.</u> Intentionally Omitted
- 19.1.7 <u>Cyber Liability Insurance</u> appropriate to the Consultant's profession and work hereunder, with limits not less than \$1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA in the care, custody, or control of the CONSULTANT. If not covered under the CONSULTANT's liability policy, such "property" coverage of SBCTA may be endorsed onto the CONSULTANT's Cyber Liability Policy as covered property as follows:

Cyber Liability coverage with limits of \$1,000,000 per claim and annual aggregate to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA that will be in the care, custody, or control of CONSULTANT.

19.2 General Provisions

19.2.1 <u>Qualifications of Insurance Carriers.</u> 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.

- 19.2.2 <u>No Representations or Warranties.</u> SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONSULTANT against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.
- 19.2.3 <u>Additional Insured Coverage.</u> All policies, except those for Workers' Compensation, Employers Liability and Professional Liability insurance, shall be endorsed by ISO Form CG 20 37 1219, or if not available, then ISO Form CG 20 38, to name San Bernardino County Transportation Authority, the Riverside County Transportation Commission, and the California Department of Transportation and their officers, directors, members, employees, agents and volunteers, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability but shall allow coverage for SBCTA to the full extent provided by the policy.
- 19.2.4 <u>Proof of Coverage.</u> Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.
- 19.2.5 <u>Deductibles and Self-Insured Retention</u>. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self- insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-CONSULTANTS to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. Without SBCTA's Risk Manager's expressed written approval no deductibles or SIR will be allowed. At the option of SBCTA, if

the deductible or SIR is approved and it is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The CONSULTANT' s policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any CONSULTANT's deductible or SIR.

- 19.2.6 <u>CONSULTANT's and Subconsultants' Insurance will be Primary.</u> All policies required to be maintained by the CONSULTANT or any subconsultant with the exception of Professional Liability and Worker's Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 19.2.7 <u>Waiver of Subrogation Rights.</u> To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.
- 19.2.8 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to **SBCTA** 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.

- 19.2.9 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.
- 19.2.10 <u>No Waiver</u>. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 19.2.11 Non-Limitation of Insurance Requirements The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the CONSULTANT's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the CONSULTANT shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the CONSULTANT is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the **CONSULTANT** arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Sub-CONSULTANT. The CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.
- 19.2.12 <u>Review of Coverage</u> 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.

- 19.2.13 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultants to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.
- 19.2.14 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.
- 19.2.15 Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- 19.2.16 Project Specific Insurance All insurance coverage required to be provided by CONSULTANT, with the exception of automobile liability and worker's compensation, shall apply specifically and exclusively for the Project and extend to all aspects of the Work, with coverage limits dedicated solely to the Project. Use of other insurance programs is acceptable, provided that coverage under such programs provides dedicated Project-specific limits and identified premiums and meets all requirements described in contract.

ARTICLE 20. INDEMNITY

- 20.1 To the extent, but only to the extent, that CONSULTANT's Work falls within the scope of Civil Code Section 2782.8, the following indemnification is applicable: CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by SBCTA) SBCTA and its officers, employees, agents and volunteers from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to, or are related to, and to the extent caused by, the negligence, recklessness, or willful misconduct of the design professional to the maximum extent permitted by Civil Code Section 2872.8.
- 20.2 For all other Work, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, the Riverside County Transportation Commission, and the California Department of Transportation and their 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 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 21. OWNERSHIP OF DATA

- 21.1 Upon completion of all Work under this Contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this Contract will automatically be vested in SBCTA, and no further agreement will be necessary to transfer ownership to SBCTA. CONSULTANT shall furnish SBCTA all necessary copies as needed to complete the review and approval process.
- 21.2 It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this Contract has been entered into.
- 21.3 CONSULTANT is not liable for claims, liabilities, or losses arising out of or connected with the modification or misuse by SBCTA of the machine-readable information and date provided by CONSULTANT under this Contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of or connected with any use by SBCTA of the project documentation for other projects or additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- 21.4 Applicable patent rights provisions regarding rights to inventions shall be included in the Contract as appropriate (48 CFR 27, subpart 27.3).
- 21.5 SBCTA may permit copyrighting reports or other agreement products. If copyrights are permitted, the Contract shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.
- 21.6 Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.

ARTICLE 22. CLAIMS FILED BY SBCTA'S CONSTRUCTION CONTRACTOR

- 22.1 If claims are filed by SBCTA's construction contractor relating to Work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims, CONSULTANT agrees to make its personnel available for consultation with SBCTA and legal staff, and for testimony, if necessary, at depositions, administrative proceedings, trial or arbitration proceedings.
- 22.2 CONSULTANT's personnel that SBCTA considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from SBCTA. Consultation or testimony will be reimbursed at the same rates, including travel costs, that are being paid for the CONSULTANT's personnel services under this Contract.

- 22.3 Services of the CONSULTANT's personnel in connection with SBCTA's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Contract in order to resolve the construction claims.
- 22.4 Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.

ARTICLE 23. CONFIDENTIALITY OF DATA

- 23.1 All financial, statistical, personal, technical, or other data and information relative to SBCTA's operations which are designated confidential by SBCTA and made available to CONSULTANT in order to carry out this Contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- 23.2 Neither permission to disclose information on one occasion, nor public hearing held by SBCTA relating to the Contract shall authorize CONSULTANT to further disclose such information or disseminate the same on any other occasion.
- 23.3 CONSULTANT shall not comment publicly to the press or any other media, including social media, regarding the Contract or SBCTA's actions on the same, except to SBCTA's staff, CONSULTANT's own personnel involved in the performance of this Contract, at public hearings, or in response to questions from a SBCTA Board Committee or other public meeting approved by SBCTA.
- 23.4 CONSULTANT shall not issue any news release or public relations item of any nature whatsoever regarding Work performed or to be performed under this Contract without first obtaining SBCTA's review and written permission.
- 23.5 Any SBCTA communications or materials to which CONSULTANT or its subconsultants or agents have access and materials prepared by CONSULTANT under the terms of this Contract shall be held in confidence by CONSULTANT, who shall exercise reasonable precautions to prevent the disclosure of confidential information to anyone except as expressly authorized by SBCTA. Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine, and shall be confidential. CONSULTANT shall not release any reports, information or promotional material or allow for the use of any photos related to this Contract for any purpose without prior written approval of SBCTA.
- 23.6 Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- 23.7 CONSULTANT, its employees, agents and subconsultants shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information ("PII") and/or Sensitive Security Information ("SSI") will be required to execute a Confidentiality Agreement.
- 23.8 All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than SBCTA.

ARTICLE 24. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE 25. EVALUATION OF CONSULTANT

CONSULTANT's performance may be evaluated by SBCTA. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation and any comments submitted shall be retained as part of the Contract file. This information may be used when evaluating the firm on future proposal submittals.

ARTICLE 26. RETENTION OF FUNDS

- 26.1 Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- 26.2 No retainage will be withheld by SBCTA from progress payments due the CONSULTANT. Retainage by the CONSULTANT or subconsultants is prohibited, and no retainage will be held by CONSULTANT from progress payments due subconsultants. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE CONSULTANTS and subconsultants.

ARTICLE 27. RESPONSIBILITY OF CONSULTANT

- 27.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and the assurance of compliance with all applicable federal, State, and local laws and regulations, and other Work furnished by the CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for design or other standards for Work performance stipulated in the Contract.
- 27.2 In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, CONSULTANT shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the Project and the Work performed by CONSULTANT within the areas of CONSULTANT's expertise. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impact on adjacent properties, public safety, and environmental considerations. At any time during performance of the Scope of Work, should CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties, which could pose potential risk to SBCTA or the Project. CONSULTANT shall immediately document such matters and notify SBCTA in writing. CONSULTANT shall also similarly notify SBCTA as to the possibility of any natural catastrophe, potential failure, or any situation that exceeds environmental, design, and/or construction assumptions and could precipitate a failure of any structure or other part of the Project. Notifications under this paragraph shall be specific,

clear and timely, and in a form which enables SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

- 27.3 Intentionally Omitted
- 27.4 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.
- 27.5 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.
- 27.6 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.

ARTICLE 28. TECHNICAL DIRECTION

- 28.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager, who will be identified in writing to CONSULTANT upon issuance of the NTP and/or subsequently by written notice during the Contract. The term "Technical Direction" is defined to include, without limitation:
 - 28.1.1 Directions to CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Work.
 - 28.1.2 Provision of written information to CONSULTANT which assists in the interpretation of drawings, reports, or technical portions of the Scope of Work described herein.
 - 28.1.3 Review and, where required by the Contract, approval of technical reports, drawings, specifications and technical information to be delivered by CONSULTANT to SBCTA under the Contract.
 - 28.1.4 SBCTA may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications as defined herein are limited to: substitutions of personnel identified in this Contract, including Key Personnel and project personnel and subconsultants; modifications to hourly rates, classifications, and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All administrative modifications shall be documented in writing between the Parties.
- 28.2 Technical Direction must be within the Scope of Work under this Contract. SBCTA's Project Manager does not have the authority to, and may not, issue any Technical Direction which:
 - 28.2.1 Increases or decreases the Scope of Work;

- 28.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;
- 28.2.3 In any manner causes an increase or decrease in the Contract price as identified in this Contract, or the time required for Contract performance unless expressly authorized by SBCTA policy;
- 28.2.4 Changes any of the expressed terms, conditions or specifications of the Contract, unless identified herein;
- 28.2.5 Interferes with the CONSULTANT's right to perform the terms and conditions of the Contract; or
- 28.2.6 Approves any demand or claim for additional payment.
- 28.3 Failure of CONSULTANT and 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.
- 28.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.
- 28.5 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 27.2.1 through 27.2.6, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from the CONSULTANT, SBCTA shall:
 - 28.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of the CONSULTANT's letter that the Technical Direction is or is not within the scope of this Contract.
 - 28.5.2 Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

ARTICLE 29. KEY PERSONNEL

The personnel specified below are considered to be essential to the Work being performed under this Contract. Prior to diverting any of the specified individuals to other projects or reallocating any tasks or hours of Work that are the responsibility of key personnel to other personnel, CONSULTANT shall notify SBCTA in writing in advance and shall submit justifications (including proposed substitutions, resumes and payroll information to support any changes to the labor rate) in sufficient detail to permit evaluation of the impact on the Project. Diversion or reallocation of key personnel shall not be made without prior written consent of SBCTA. CONSULTANT shall not substitute any key personnel without the prior written consent of SBCTA, which consent shall not be unreasonably withheld. 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	
Ghassan Dagher, PE, QSD/P	Project Manager	
Jagdish Patel, PE	Resident Engineer	
Ravin Maru, PE, QSD	Assistant Resident Engineer	
Ben Rhode, PE, QSD	Assistant Resident Engineer	
Dragon Buha, PE, QSD/P	Lead Structural Representative	
Jonathon Sipe, PE, QSD	Structural Representative	
Lisa Woodward	Toll Integration Manager	

ARTICLE 30. REPRESENTATIONS

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

ARTICLE 31. TAXES, DUTIES AND FEES

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

ARTICLE 32. PERMITS AND LICENSES

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

ARTICLE 33. STATEMENT OF COMPLIANCE

- 33.1 CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and 2 California Code of Regulations Section 8103.
- 33.2 During the performance of this Contract, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation or military or veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code§12900 et seq.) and the applicable regulations promulgated there under (2 California Code of Regulations §§ 7286.0 et seq.). CONSULTANT

and subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

ARTICLE 34. STATE PREVAILING WAGE RATES

- 34.1 CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code Section 1770, and all Federal, State, and local laws and ordinances applicable to the Work.
- 34.2 Any subcontract entered into as a result of this Contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.
- 34.3 When prevailing wages apply to services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

ARTICLE 35. CONFLICT OF INTEREST

- 35.1 CONSULTANT shall disclose any financial, business, or other relationship with SBCTA that may have an impact upon the outcome of this Contract, or any ensuing SBCTA construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Contract, or any ensuing SBCTA construction project, which will follow.
- 35.2 CONSULTANT hereby certifies that it does not now have, nor shall it acquire, any financial or business interest that would conflict with the performance of services under this Contract. CONSULTANT agrees that it presently has no interest, financial or otherwise, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Work required under this Contract or be contrary to the interests of SBCTA as to the Project. CONSULTANT further agrees that in the performance of this Contract no person having any such interest shall be employed. CONSULTANT is obligated to fully disclose to SBCTA, in writing, any conflict of interest issues as soon as they are known to CONSULTANT. CONSULTANT agrees that CONSULTANT's staff designated by SBCTA's Executive Director as "Consultants" under the Political Reform Act shall timely file Statements of Economic Interest with the SBCTA Clerk of the Board.
- 35.3 Any subcontract in excess of \$25,000 entered into as a result of this Contract shall contain all of the provisions of this Article.
- 35.4 CONSULTANT hereby certifies that neither CONSULTANT, 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 subject to the control of the same persons through joint ownership or otherwise.

- 35.5 CONSULTANT further certifies that neither CONSULTANT nor any firm affiliated with CONSULTANT will bid on any construction subcontracts included within the construction contract. Additionally, CONSULTANT certifies that no person working under this Contract is also employed by the construction contractor for any project included within this Contract.
- 35.6 Except for subconsultants whose services are limited to 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.

ARTICLE 36. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

ARTICLE 37. NOTIFICATION

All notices hereunder and communications regarding the interpretation of the terms of this Contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

To TRC Engineers, Inc.	To SBCTA
1935 Chicago Ave. #A	1170 W. 3 rd Street, 2 nd Floor
Riverside, CA 92507	San Bernardino, CA 92410-1715
Attn: Ghassan Dagher	Attn: Khalid Bazmi
	cc: Shaneka Morris, Procurement Manager
Phone: (951)788-6078	Phone: (909) 884-8276

ARTICLE 38. STOP WORK ORDER

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

ARTICLE 39. CLAIMS

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

ARTICLE 40. ERRORS AND OMISSIONS

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

ARTICLE 41. WARRANTY

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

ARTICLE 42. INDEPENDENT CONTRACTOR

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

ARTICLE 43. ATTORNEY'S FEES

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

ARTICLE 44. GOVERNING LAW AND VENUE

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

13.b

ARTICLE 45. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 46. PRECEDENCE

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

ARTICLE 47. GRATUITIES

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

ARTICLE 48. REVIEW AND ACCEPTANCE

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

ARTICLE 49. DRUG FREE WORKPLACE

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

ARTICLE 50. FORCE MAJEURE

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

ARTICLE 51. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

ARTICLE 52. ENTIRE DOCUMENT

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

ARTICLE 53. CONTRACT

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

ARTICLE 54. EFFECTIVE DATE

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

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

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

TRC Corpor	Engineers, Inc., A California ration		RNARDINO COUNTY PORTATION AUTHORITY
By:	Charlene Palmer Vice President	By:	Art Bishop President, Board of Directors
Date:		Date:	
		APPRO By:	VED AS TO FORM Juanda L. Daniel Assistant General Counsel
		Date:	
			RRENCE
		By: Date:	Shaneka Morris Procurement Manager

13.c

EXHIBIT A

SCOPE OF WORK

Attachment: EXHIBIT A_SOW_ 22-1002757 - 1-15 Express Lanes 1 CM Services (8865 : Award CM Services Contract for I-15 Corridor Freight

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13.c

A. <u>DESCRIPTION OF SERVICES</u>

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

https://www.gosbcta.com/project/i-15-corridor/

Project General Description:

The San Bernardino County Transportation Authority ("SBCTA") is seeking professional services for the construction management for the Interstate 15 (I-15) Express Lanes ("Project") which would extend from Cantu Galleano Ranch Road in Riverside County to Foothill Boulevard in San Bernardino County. SBCTA Sales Tax Measure I funds will be used to cover the cost of this work.

The Project proposes to add express lanes in the median in each direction through this corridor segment. South of State Route (SR) 60, one express lane may be added in each direction, augmenting the existing express lane in each direction currently being constructed by Riverside County Transportation Commission (RCTC). From SR 60 going north, there will be one to two lanes in each direction until transitioning back to the existing general purpose lanes near Foothill Boulevard. 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 December 2018. The geometrics approved in those documents will provide the initial basis for the final design, but the final lane configuration and location of ingress and egress locations shall be based on operational analysis conducted under the design contract as well as coordination with RCTC at the Express Lanes connection within Riverside County. This Project will include both the roadway work as well as toll collection system layout and infrastructure. The toll collection system design requirements will be prepared by the SBCTA toll system provider (TSP); however, extensive coordination will be required with the TSP, and the toll collection system design will be incorporated into the final design plans developed under the design contract.

Services

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

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

activities and responsibilities as needed for satisfactory performance on the Project.

The Resident Engineer assigned for this Project shall be licensed as a Professional Civil Engineer in the State of California at the time of proposal submittal through the duration of the contract. The Consultant is expected to provide a Structures Representative, Survey Project Manager, Materials Testing/Source Inspection Project Manager, and Landscape Architect to administer the construction support services requested herein and to assign qualified field personnel to perform the requested services. Furthermore, the Resident Engineer shall act as the public outreach liaison to assist the Authority's Public Information Office in implementing the Public Outreach Program established for this project.

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

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

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

Mr. Khalid Bazmi, Construction Manager

The CONSULTANT shall report to and receive direction from SBCTA through the Project Manager, or his designees. The SBCTA Project Manager is responsible for coordination of all SBCTA construction activities and for coordinating the efforts of the total construction team. The SBCTA Project 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. <u>PERFORMANCE REQUIREMENTS</u>

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

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

The number of CONSULTANT personnel assigned to the Project will vary throughout the

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

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

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

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

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

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

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

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

Materials Testing & Source Inspection: The number of field testing and source inspection

personnel assigned to the Project will vary throughout the duration of the construction contract. CONSULTANT certified materials testing and source inspection personnel will be assigned as needed by the Resident Engineer to meet the required numbers and frequencies of testing based on schedule of the construction contractor.

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

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

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

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

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

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

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

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

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

CONSULTANT personnel will:

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

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

C. <u>DUTIES AND RESPONSIBILITIES</u>

- 1. Pre-construction Services
 - a. Schedule

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

b. Budget

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

c. Constructability Review

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

- 2. Bid Process
 - a. Bid Documents CONSULTANT shall assist SBCTA, as requested, with the following tasks:
 - 1) Review of bid documents
 - 2) Preparation of bid tabulations

b. Pre-construction Meetings

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

c. Contract Award

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

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

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

- 3. Project Administration
 - a. CONSULTANT shall administer Project construction contracts using Caltrans Construction Manual as a guideline.
 - b. CONSULTANT shall conduct regular Project coordination meetings with Contractor, SBCTA, local agencies, and design engineer, as appropriate.
 - c. CONSULTANT shall prepare Contractor progress payments and maintain payment records and supporting documentation. All progress payments shall be reviewed by SBCTA for approval.
 - d. CONSULTANT shall provide reports as needed to comply with specific funding requirements.
 - e. CONSULTANT shall establish and maintain Project records in accordance with the Caltrans Construction Manual. Project record keeping shall include, but are not limited to, correspondence, memoranda, contract documents, change orders, claims, SBCTA and engineer directives, meeting minutes, shop drawings, supplementary drawings, and requests for payment. CONSULTANT shall maintain a record of the names, addresses, and telephone

and fax numbers of the Contractors, subcontractors, and principal material suppliers.

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

- b. CONSULTANT Resident Engineer shall act as <u>a prime point</u> of contact between Contractor, SBCTA, CONSULTANT's construction surveyor, CONSULTANT's materials inspector, and utility companies. CONSULTANT may, when requested by SBCTA, act as point of contact between design engineers, cities, and the public. CONSULTANT shall ensure coordination with property owners adjacent to Project right-of-way to ensure timely communication regarding property-condition survey and construction activities and scheduling.
- c. CONSULTANT shall maintain regular contact with SBCTA's Project Manager.
- d. CONSULTANT shall coordinate utility relocations with utility companies and their designees, as well as the utility inspector.
- e. CONSULTANT shall proactively review Project plans and special provisions for possible errors and deficiencies <u>prior</u> 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 <u>prior</u> to construction of any specific elements to ensure the Project proceeds on schedule and according to the order of work in the plans and special provisions. CONSULTANT shall expedite work, as required, to maintain schedule in conjunction with the overall construction staging program.
- g. CONSULTANT shall coordinate review of shop drawings and Requests for Information (RFI) with the SBCTA Project Manager. CONSULTANT shall log and track all submittals and requests.
- h. CONSULTANT shall provide a qualified SWPPP Coordinator who along with the Resident Engineer shall review and certify contractor prepared Storm Water Pollution Prevention Plans (SWPPP) and coordinate approval with SBCTA and the State Water Resource Control Board. The SWPPP Coordinator shall be at a minimum a Qualified Storm Water Pollution Prevention Plan (SWPPP) Developer (QSD) and a Qualified SWPPP Practitioner (QSP). CONSULTANT shall provide at a minimum weekly SWPPP monitoring and shall cooperate with all monitoring agency inspections and field reviews.
- i. CONSULTANT shall coordinate the implementation of any changes with the SBCTA Project Manager and the design engineer.

- j. CONSULTANT shall review and approve falsework and shoring plans.
- k. CONSULTANT shall review and approve Traffic Control Plans and forward to SBCTA for Caltrans/City/County approvals, as necessary.
- 1. CONSULTANT shall coordinate all Project construction activities with other on-going projects within and adjacent to the Project limits.
- 5. Construction Inspection
 - a. CONSULTANT shall coordinate all required inspections necessary for the Project. CONSULTANT shall ensure that appropriate City and local agencies are notified and present as required throughout the Project. CONSULTANT shall notify SBCTA immediately regarding any directives, recommendations, notices, etc. received from agencies other than SBCTA.
 - b. CONSULTANT shall perform daily on-site observations of the progress and quality of construction to determine if the work being performed is in general conformance with the contract documents, all applicable laws, codes, and ordinances.
 - c. CONSULTANT shall exercise reasonable care and diligence to discover and promptly report to SBCTA any and all defects or deficiencies in the materials or workmanship used in the Project.
 - d. CONSULTANT personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications, Caltrans Standard Plans, Caltrans Erosion Control and Highway Planting requirements, safety standards and State Water Resources Control Board requirements. CONSULTANT personnel shall have the ability to read and interpret construction plans and specifications. CONSULTANT personnel shall also have knowledge of State of California Construction Safety Orders (CalOSHA) and traffic control practices as specified in the Work Area Traffic Control Handbook (WATCH). In addition, CONSULTANT personnel shall be thoroughly familiar with the construction requirements of Caltrans' Storm Water Pollution Prevention Program.
 - e. Assignments to be performed by CONSULTANT personnel shall include, but are not limited to, the following:
 - 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
 - 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
 - h)

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

c. Public Outreach

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

- a) SBCTA's primary goal is to assure the public that SBCTA is a public agency that delivers quality transportation projects and trustworthy, accurate and timely public information.
- b) SBCTA will provide the primary outreach effort with supplemental support as requested from CONSULTANT. This will be a targeted approach with incremental outreach based on construction schedule and staging. The primary target audiences identified for this Project include, but are not limited to:
 - i. LOCAL AGENCY
 - ii. SBCTA Board
 - iii. LOCAL AGENCY and area Emergency Service Providers
 - iv. School Transportation Coordinator(s)
 - v. Local Business Community
 - i) Specific businesses with expanding priority based on proximity to work zone and detours
 - ii) Chamber of Commerce
 - vi. Commuters
 - vii. Recreational Travelers
 - viii.Trucking Industry
 - ix. Local media
 - i) Print
 - ii) Radio
 - iii) Television
- c) In the weeks prior to the selection of a construction contractor, SBCTA may coordinate an Emergency Responders Project Briefing to highlight the Project details and possible access challenges for consideration by the Project team.
- d) Following the emergency responders briefing, SBCTA may coordinate a Chamber of Commerce Project Briefing to highlight the Project benefits, possible construction schedule and traffic management plan.
- 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 up on to develop (with input from SBCTA) and maintain a task list of deliverables for this event. CONSULTANT will acquire

the necessary items authorized for the event. CONSULTANT will be responsible for set up and breakdown of the event site.

- 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 up on to develop (with input from SBCTA) and maintain a task list of deliverables for this event. CONSULTANT will acquire the necessary items authorized for the event. CONSULTANT will be responsible for set up and breakdown of the event site. Staffing this event will be determined based on availability.
- 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.)
 - 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 its own updated schedule to "shadow" that of the contractor and inform SBCTA of any significant changes or deviations in the schedule.
 - CONSULTANT shall provide and maintain a Project staffing plan of field office personnel based on the Contractor submitted baseline schedule update. In cooperation with SBCTA, the staffing plan shall be periodically updated to reflect Project progress and needs.
- 8. Change Orders and Claims
 - a. CONSULTANT shall receive and evaluate requests for changes and/or substitutions by the Contractor. Contract Change Orders submitted to SBCTA shall be accompanied by CONSULTANT recommendations. Where applicable, CONSULTANT shall convey proposed changes to design engineer, or other Project consultants. If the requested changes are accepted, CONSULTANT shall negotiate and prepare appropriate Contract Change Orders.

- b. CONSULTANT shall attempt to avoid unnecessary Contract Change Orders. When a Contract Change Order is necessary, CONSULTANT shall consult with SBCTA prior to its preparation. Unless directed otherwise by SBCTA, the preferred method of payment for Contract Change Orders should be as follows
 - 1) Agreed Price
 - 2) Adjustment in compensation to a bid item
 - 3) Time and materials or Force Account

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

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

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

- a. CONSULTANT shall implement and conduct a comprehensive safety program including regular tail-gate safety meetings for CONSULTANT personnel. CONSULTANT shall provide SBCTA with monthly status of safety reports.
- b. CONSULTANT shall comply with State of California Construction Safety Orders and provisions of the Caltrans Construction Manual.
- c. CONSULTANT shall provide appropriate safety training for all CONSULTANT field personnel.
- d. CONSULTANT shall provide all necessary safety equipment as required for CONSULTANT personnel.
- 10. <u>Toll System Construction Oversight</u>
 - Monitor the overall construction of tolling systems construction activities to identify critical milestones and priorities
 - Coordinate and conduct pre-construction and pre-activity meetings with the Contractor and Toll System Provider(TSP)

- Provide engineering assessment of plans for adequacy of design, particularly with respect to suitability to actual field conditions
- Ensure compliance with the plans, specifications shop drawings, and material data submittals by the Contractor and TSP; recommend, modify, interpret, and edit special provisions and prepare modification estimates; and keep necessary records pertaining to construction progress, and budget performance;
- Monitor the CONTRACTOR and TSP construction QC programs, including the adequacy of capability of QC resources. Oversee and provide, as necessary, notification to the Contractor and TSP of rejected work when their work or materials do not conform to the requirements of the contract documents;
- Monitor compliance of CONTRACTOR and TSP safety plans and note concerns or deficiencies immediately to CONTRACTOR or TSP for their implementation of corrective measures;
- Provide construction oversight of the delivery of the toll system infrastructure by the CONTRACTOR. Validate/confirm the CONTRACTOR work, in coordination with the TSP, is correct per the design and technical requirements. This includes validating and testing power and communications conduit duct banks, gantries, CMS and camera pole installation, toll utility buildings, and emergency backup generators;
- Oversee the installation of TSP work, including roadside tolling equipment, communications and power, express lane cameras, CMS signage, traffic operations, and data center build out, document compliance with the contract requirements, and obtain signoff and acceptance by the Riverside County Transportation Commission and other stakeholder agencies, as required;
- Perform oversight and review of laboratory, shop, and mill test reports of materials and equipment, as needed;
- Monitor test and inspection records and noncompliance reports for satisfactory resolution of noncompliant work.
- Coordinate Operations and Maintenance implementation activities with TSP

11. Project Close Out

- a. CONSULTANT shall prepare a list of items to be completed and/or corrected by the Contractor for final completion of the Project.
- b. CONSULTANT shall collect and furnish as-built information to the design engineer for preparation of as-built drawings including pre-stress drawings and pile logs, as applicable.
- c. CONSULTANT shall review and verify completeness of as-built drawings.
- d. CONSULTANT shall conduct a final walk-through with SBCTA, Local Agencies, Contractors, and design engineers.
- e. CONSULTANT shall prepare final construction reports including the Project Completion Report.

- f. CONSULTANT shall prepare and deliver to SBCTA all Project files.
- g. CONSULTANT shall assist SBCTA and Contractor in obtaining final release of all Project permits.
- h. Project closeout services will be completed within two months of Project acceptance.

D. <u>DELIVERABLES</u>

- 1. Inspector daily reports, extra work diaries and Resident Engineers' daily diaries.
- 2. Monthly Project Summary Reports and SIQMP Monthly Reports.
- 3. Weekly update of all files to SBCTA Portal.
- 4. Monthly Contractor progress payments, back-up documentation, and Contractor payment records.
- 5. Contractor final payment documents, delivered to SBCTA no later than ten (10) working days after Acceptance by SBCTA of the completed construction Project.
- 6. Project Completion Report documents per Local Assistance Procedure Manual and Caltrans Construction Manual.
- 7. All Project files, Project reports, Record As-builts, correspondence, memoranda, shop drawings, Project logs, schedule updates, change order data, claims and claim reports, and Contractor payment records per Caltrans Construction Manual.
- 8. Certified payrolls and fringe benefit statements for all employees, CONSULTANT and Contractor, who are subject to the State and/or Federal prevailing wage rates.
- 9. American For Disabilities Act certification of Project per Caltrans Standards.
- 10. All material test results will be provided in accordance with the applicable Standard Specifications and Special Provisions, and test methods. Failing tests will be immediately reported to the Resident Engineer or Structures Representative. All test results will be recorded on the appropriate forms. The test documents will be legible and show the identity of the tester where appropriate. A notebook containing all test results and reports will be maintained by CONSULTANT throughout the duration of the Project and delivered to SBCTA with the Project files.
- 11. Record of Survey and Right of Way Monumentations and recording with County.
- 12. Unless otherwise specified in the survey request, the deliverables shall conform to the following:

13.c

- 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

a.

- 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:
 - 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.

- 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.

F. RISK REGISTER

- 1) Obtain and review all available risk assessment information, including the risk register already developed by SBCTA and Caltrans that identifies risks, probability and severity of risk occurrence, proposed mitigation strategies, responsible parties, and mitigation timing.
- 2) Perform ongoing Project risk identification and management activities by working with the various Project work groups.
- 3) Provide quarterly updates of the risk register showing resolution and mitigation of defined Project risks, identification of new risks, and required mitigation measures; and
- Provide all necessary reports and actions requested by SBCTA to support requests of Caltrans, or others in documenting adherence to all risk management requirements and practices.
- 5) Provide a Sequential list of activities during Preconstruction, Construction, Post Construction and Close out showing person responsible for each activity.
- 6) Provide a "monthly expenditure plan through completion" showing all CM personnel and subconsultants estimated billable hours and ODC's. This document should also show planned vs actual charges from contract start date to current month expenditures.

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

- 1. CONSULTANT shall provide all necessary equipment including software, materials, supplies, miscellaneous tools, phones, vehicles, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. The above noted items are not to be included in Attachment B of Consultants Cost Proposal and are part of the consultants overhead. Only those items authorized by SBCTA in Attachment B, CONSULTANT Cost Proposal, shall be reimbursed by SBCTA.
- 2. CONSULTANT personnel shall be provided with vehicles suitable for the location and nature of the work involved. Vehicles shall be equipped with flashing yellow lights, either permanently or temporarily affixed.

- 3. CONSULTANT personnel shall be provided with a mobile radio, cellular phone, or other means to assure full-time communication. If a radio system is to be used, CONSULTANT shall provide a base station at the field office.
- 4. CONSULTANT personnel shall be provided with all applicable standard plans, specifications, and other standards as appropriate (see item G below).
- 5. For Materials Testing, CONSULTANT and its staff will be fully equipped at all times to perform the services required, including but not limited to the following:
 - a. An on-site mobile laboratory or laboratory in close proximity to the Project will be required. The type and location of the lab should be such that it can meet the needs of the Project in an efficient, time effective manner. The laboratory is to be fully staffed, equipped, and supplied to conduct all required soils, materials, and concrete breaking tests in a timely manner.
 - b. Field personnel will be provided with all necessary safety equipment to permit work to be performed safely and efficiently within operating highway and construction zone environments.
 - c. All equipment to be calibrated as per Section 3-10 and 3-11 of Caltrans' Quality Assurance Program Manual.
- 6. For construction surveying, CONSULTANT and staff shall have adequate equipment and supplies to complete the required survey work. Equipment and supplies shall, include, but not be limited to:
 - a. Survey vehicles:

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

b. Data Processing Systems:

Data processing systems shall include hardware and software to:

- 1) Performing survey and staking calculations from the design plans and specifications;
- 2) Reduce survey data collected with conventional and total station survey systems;
- 3) Perform network adjustments for horizontal and vertical control surveys;
- 4) Format survey data to be compatible with the Caltrans computer survey and data system.
- c. Drafting equipment and supplies.

- d. Digital calculators.
- e. Hand tools as appropriate for the requested survey work.
- f. Traffic cones (minimum 25). Traffic cones shall be 28 inches in height (minimum).
- g. Traffic control devices as required to perform the requested survey work. Traffic control devices include signs, sign bases, flags, and hand held signs.
- h. Leveling instruments and equipment:
 - 1) Self-leveling level. Precision: Standard deviations in one mile of double run leveling 0.005 feet or less.
 - 2) Suitable level rods for the work to be performed.
- i. Distance measuring instruments and equipment:
 - 1) Electronic distance measurer (EDM). Precision: standard deviation 3 mm plus 3 PPM, or less; Range: Minimum one mile under average atmospheric conditions.
 - 2) Prisms, sufficient to perform the required work.
 - 3) Tapes; steel, cloth.
- j. Angle measuring instruments and equipment:
 - 1) Theodolite for non-control surveys; Precision: direct circle reading to three seconds, or equivalent, horizontal and vertical.
 - 2) Targets as required to perform the work.
- k. When required for efficient survey operations, total station survey systems consisting of an electronic angle measuring instrument, EDM, and electronic data collector shall be provided. The angle measuring instruments and EDM shall conform to the requirements for the equipment previously listed.
- 1. 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. <u>STANDARDS</u>

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

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

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

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

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

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

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

H. AVAILABILITY AND WORK HOURS

The typical workday includes <u>all hours</u> worked by SBCTA's construction Contractor including nights and weekends. The construction Contractor's operations may be restricted to specific hours during the week, which will become the normal workday for

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

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

I. <u>LIMITATIONS TO AUTHORITY</u>

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. <u>THIRD PARTY RELATIONSHIPS</u>

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

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

K. <u>CONSTRUCTION SITE SAFETY</u>

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

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

L. BASIS FOR SURVEY AND MONUMENT STAKING

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

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

M. <u>PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES</u>

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. <u>Project Manager</u>
 - a. A minimum of six (6) years' project management experience on similar construction projects is desired.
 - b. Accessible to SBCTA at all times during normal working hours.
 - c. A thorough understanding of Caltrans construction practices and procedures.
 - d. A thorough understanding of Cal-OSHA practices and procedures.

- e. The Project Manager will assume the following functional responsibilities:
 - 1) Review, monitor, train, and provide general direction for CONSULTANT personnel.
 - 2) Assign personnel to projects on an as-needed basis.
 - 3) Administer personal leave.
 - 4) Prepare monthly reports for delivery to SBCTA.

2. <u>Resident Engineer</u>

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

- a. A minimum of four (4) years' experience on similar construction projects is desired.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- d. Accessible to SBCTA at all times including weekends and holidays.
- e. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- f. A thorough understanding of Cal-OSHA practices and procedures.
- g. A thorough understanding of American with Disability Act (ADA) and Caltrans ADA requirements. Completion of Caltrans Temporary Pedestrian Facilities training within last 6 months.
- h. Thorough understanding of Caltrans field methods, practices, and construction office procedures. The Assistant Resident Engineer shall act under the direction of the Resident Engineer and will assume the following functional responsibilities:
 - 1) Monitor and provide daily direction to CONSULTANT inspection personnel.
 - 2) Assign field personnel to specific project tasks.
 - 3) Monitor and track Contractor progress.
 - 4) Prepare daily, weekly and monthly reports as required.
 - 5) Coordinate utility relocations with appropriate agencies.
- 4. Lead Field Inspector
 - a. A minimum of six (6) years' construction inspection experience in public works or similar projects <u>or</u> a four-year degree in the field of civil engineering, transportation and four years of similar construction experience is desired.
 - b. A thorough understanding of Cal-OSHA practices and procedures.
 - c. Knowledge of Caltrans construction practices, physical characteristics and properties of highway construction materials, and approved methods and equipment used in making physical tests of construction materials.
 - d. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
 - e. Ability to direct the efforts of subordinate inspectors.
 - f. Ability to use an automatic level and transit for the purpose of verifying line

and grade.

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

5. <u>Field Inspector</u>

- a. Two (2) years' construction inspection experience in public works or similar projects <u>or</u> a four-year degree in the field of civil transportation engineering is desired.
- b. A thorough understanding of Cal-OSHA practices and procedures.
- c. Knowledge of construction practices, physical characteristics and properties of construction materials, and approved methods and equipment used in making physical tests of construction materials.
- d. Ability to work independently. Ability to make minor decisions concerning construction work in progress and to solve field and office problems.
- e. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- f. Certified as a Qualified SWPPP Developer or Practitioner is desired.

- g. A thorough understanding of Americans with Disability Act (ADA) and Caltrans ADA requirements. Completion of Caltrans Temporary Pedestrian Facilities training within last 6 months.
- h. Understanding of Caltrans construction methods and practices. The Field Inspector will assume the following functional responsibilities:
 - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of project construction.
 - 2) Assist in preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
 - 3) Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
 - 4) Perform quantity calculations for progress pay estimates and maintain Project records.
 - 5) Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
 - 6) Provide input for the redesign of facilities to fit existing field conditions.
 - 7) Perform construction materials sampling.
 - 8) Perform labor compliance interviews of the Contractors' personnel.

6. <u>Structural Representative</u>

- a. A minimum of six (6) years' of bridge or structural construction inspection as related to major public works projects and a four-year degree in civil engineering is desired.
- b. A minimum or four (4) years as a Structural Representative on major public works projects.
- c. Licensed Professional Civil Engineer in the State of California.
- d. Knowledge of stress analysis, structural mechanics, and strength of materials.
- e. A thorough understanding of Cal-OSHA practices and procedures.
- f. Knowledge of Caltrans and Greenbook construction practices and the physical characteristics and properties of various bridge construction materials including concrete.
- g. Experience in the following areas: foundations, pile driving, concrete prestressing, bridge deck construction, cast-in-place wall construction, falsework, and shoring.
- h. Ability to work independently. Ability to perform duties in the construction

field office and effectively make decisions concerning construction work in progress and solving field problems.

- i. Ability to direct the efforts of subordinate inspectors.
- j. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- k. Thorough understanding of Caltrans field methods, practices, and construction office procedures. The Structural Representative shall assume the following functional responsibilities:
 - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundations, walls, falsework, shoring, and drainage structures.
 - 2) Make grade, alignment, quantity, falsework, and shoring calculations.
 - 3) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project. Coordinate the sampling and testing of construction materials to monitor compliance with contract specifications.
 - 4) Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.
 - 5) Coordinate with Resident Engineer, as well as the Construction Staking and Material Testing consultants.
 - 6) Direct the daily activities of subordinate inspectors.

7. <u>Structural Inspector</u>

- a. A minimum of four (4) years' of bridge design or structural construction inspection as related to Caltrans or major public works projects <u>and</u> a four-year degree in civil or structural engineering is desired.
- b. Knowledge of stress analysis, structural mechanics, and strength of materials.
- c. A thorough understanding of Cal-OSHA practices and procedures.
- d. Knowledge of construction practices and the physical characteristics and properties of various highway bridge construction materials including concrete.
- e. Experience in one or more of the following areas: pile driving, concrete prestressing, bridge deck construction, retaining wall construction, falsework, and shoring.
- f. Ability to work independently and make minor decisions concerning construction work in progress and to solve field and office problems.

- g. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- h. Understanding of Caltrans construction methods and practices. The Structural Inspector will assume the following functional responsibilities:
 - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundation, walls, falsework, shoring, and drainage structures.
 - 2) Make grade, alignment, quantity, falsework, and shoring calculations.
 - 3) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
 - 4) Sampling and testing of construction materials to monitor compliance with contract specifications and Caltrans Quality Assurance Program.

8. <u>Office Engineer</u>

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

- 5) Perform routine calculations and checking of quantities.
- 6) Coordinate all office activities and functions with SBCTA representatives.
- 9. <u>Materials Testing/Source Inspection Project Manager</u>
 - 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.

10. <u>Materials Technicians</u>

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) <u>CONSTRUCTION TECHNICIAN I</u>

- 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) <u>CONSTRUCTION TECHNICIAN II</u>

- a) Performs a variety of skilled activities. Examples of duties assigned to this classification are:
 - i. Inspecting minor construction items, sampling and inspection of steel reinforcement, sampling and inspection of concrete placing operation.
 - ii. Collect and analyze soil samples of construction materials to determine compaction and moisture content.
 - iii. Inspection and sampling of all phases of asphalt

concrete and PCC paving operation, including plant inspection.

- iv. Confers with construction engineers and contractors regarding construction in progress and is conformance to specifications and construction plans.
- v. Answers questions and resolves problems.
- vi. Inspects construction in progress to ensure conformance with specification, agreements, and established requirements.
- vii. Keeps daily diary of work progress.
- viii. Prepares reports on all field inspections and submits project quantities on a daily basis.
- ix. Keeps accurate documentation for force accounts and possible claims.
- b) Knowledge and Skills Required
 - i. All knowledge and skills required of lower classification.
 - ii. Knowledge of currently accepted methods, procedures and techniques used in highway construction inspection, survey, materials testing, and quality control equipment.
 - iii. Skill in interpersonal relations as applied to contact with contractors, representatives of other governmental jurisdictions, and other SBCTA/Caltrans staff.

3) <u>CONSTRUCTION TECHNICIAN III</u>

- a) Exercises considerable independent judgment within general Caltrans standards and guidelines. Examples of duties assigned to this classification are:
 - i. Inspect Project construction on an ongoing basis to assure compliance with contract and in accordance with State and local standards.
 - ii. Perform a variety of structural material tests and inspections.
 - iii. Reviews construction plans and verified that these are in accordance with designated specifications and other requirements.
 - iv. Participates in the preparation of completed work estimates, to calculate compensation due contractor.
 - v. Examines and verifies numeric data and material specifications on project cost source documents, utilizing geometry and trigonometry calculations.
 - vi. Supervises all work activities involved in construction

- projects, laboratory, and quality control work.
- vii. Recommends approval of proposed Project changes.
- b) Knowledge and Skills Required
 - i. All knowledge and skills required of lower classifications.
 - ii. Knowledge of the principles and practices of Civil Engineering as applied to the construction of state highways.
 - iii. Skill in analyzing and evaluating a wide variety of highly technical engineering data, including construction plans, field survey and quality control documents.
 - iv. Skill in interpreting and implementing Caltrans standards, policies, procedures and regulations.
 - v. Skill in interpersonal relations, as applied to contacts with contractors, representatives of other governmental jurisdictions, and other SBCTA/Caltrans staff.

11. Construction Surveying Project Manager

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

12. Field Party Chief(s)

- a. The person(s) holding the position of Party Chief shall meet at least one of the following licensing requirements:
 - 1) A licensed Land Surveyor in the State of California.

- 2) A pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.
- 3) An experienced surveyor who serves as chief under the direction or supervision of a person who is a licensed Land Surveyor or pre-January 1, 1982 Registered Professional Civil Engineer in the State of California. The direction or supervision shall place the supervisor in "responsible charge" of the work. "Responsible Charge" is defined in Chapter 15 of the Business and Professions Code (the Land Surveyor's Act) and Title 16, Chapter 5, of the California Administrative Code (regulations adopted by the Board of Registration for Professional Engineers and Land Surveyors).
- b. The Party Chief(s) should have a minimum two (2) years' survey experience on similar construction projects and possess the following additional capabilities:
 - 1) Thorough knowledge of construction survey practices and the ability to read and interpret plans and specifications.
 - 2) Ability to make effective decisions concerning field problems and work in progress.
 - 3) Familiarity with typical coordinate geometry computer programs.
 - 4) Familiarity with safety requirements for surveying near traffic.
- c. The Party Chief(s) will assume the following responsibilities:
 - 1) Perform construction staking services for Project construction.
 - 2) Administer day to day activities for the survey party.
 - 3) Perform analytical survey calculations for items such as grading, horizontal and vertical control, right of way, and minor in-field design.
 - 4) Maintain continuous communication with the Resident Engineer, field personnel, and construction administration staff.
- 13. <u>Survey Crews</u>
 - 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:

Attachment: EXHIBIT A_SOW_ 22-1002757 - 1-15 Express Lanes 1 CM Services (8865 : Award CM Services Contract for I-15 Corridor Freight

- 1) Perform basic calculations to support construction staking.
- 2) Maintain continuous communication with Party Chiefs and office personnel.

END OF SCOPE OF WORK

Specific Rate of Compensation

13.d

Specific Rate of Compensation (use for on call or As- Needed contracts) (Consruction Engineering and Inspection Contracts)

CONTRACT NO. 22-1002757 "I-15 EXPRESS LANES CONTRACT 1 CONSTRUCTION MANAGEMENT SERVICES"

	Contract Totals		
PRIME	TRC Engineers, Inc.	Hours	Cost
	Labor Costs	66958	\$ 14,622,978.14
	Other Direct Costs		\$ 432,300.00
Sub total		66958	\$ 15,055,278.14
Safety Coordination	ΑΙΧ		
	Labor Costs	1080	\$ 239,091.65
	Other Direct Costs		\$ 4,687.50
Sub total		1080	\$ 243,779.15
Project Controls	CALIWORKS		
	Labor Costs	1170	\$ 266,561.81
	Other Direct Costs		\$ 4,536.00
Sub total		1170	
Utility Inspector	CMTS		
	Labor Costs	500	-
	Other Direct Costs		\$ 3,600.00
Sub total		500	\$ 112,135.28
Electrical	DESI		
	Labor Costs	2744	\$ 581,993.76
	Other Direct Costs		\$ 16,468.75
Sub total		2744	\$ 598,462.51
Cultural Resources	CRM		
	Labor Costs	720	\$ 118,484.07
	Other Direct Costs		\$ 4,375.00
Sub total		720	
Office Engineer/Scheduling	FCG		4
	Labor Costs	3300	
	Other Direct Costs		\$ 3,125.00
Sub total		3300	\$ 351,852.76
Quality	G3		
	Labor Costs	3840	\$ 583,706.73

Form 351 - Specific Rate of Compensation Cost Proposal

Specific Rate of Compensation (use for on call or As- Needed contracts) (Consruction Engineering and Inspection Contracts)

	Other Direct Costs		\$	392,144.70
Sub total		3840	\$	975,851.43
Toll Integration	Gannett Fleming			
	Labor Costs	810	\$	162,701.74
	Other Direct Costs		\$	11,472.00
Sub total		810	\$	174,173.74
Surveys	Guida Surveying, Inc.			
	Labor Costs	5642	\$	1,184,343.93
	Other Direct Costs		\$	20,304.68
Sub total		5642	\$	1,204,648.62
Roadway/Structure/Toll	Hill International			
	Labor Costs	4800	\$	961,645.19
	Other Direct Costs		\$	93,600.00
Sub total		4800	\$	1,055,245.19
Roadway	IQON			
	Labor Costs	1200	\$	283,770.20
	Other Direct Costs		\$	12,500.00
Sub total		1200	\$	296,270.20
Roadway/Structure	Kleinfelder			
	Labor Costs	5780	\$	1,083,305.25
	Other Direct Costs		\$	45,540.00
Sub total		5780	\$	1,128,845.25
Biological Monitoring	LSA			
	Labor Costs	1240		240,302.97
	Other Direct Costs		\$	20,500.00
Sub total		1240	\$	260,802.97
Paleontology	Material Culture Consulting		4	0= 101 11
	Labor Costs	970	\$	95,421.11
	Other Direct Costs		\$	312.50
Sub total		970	\$	95,733.61
Strucuture	Syrusa	40540	<i>c</i>	2 0 4 0 0 4 0 7 0
	Labor Costs	12540	\$	2,849,018.70
	Other Direct Costs		\$	84,375.00
Sub total		12540	\$	2,933,393.70
	-			
Material Testing & Inspection	Twining			

Form 351 - Specific Rate of Compensation Cost Proposal

Attachment: 22-1002757 Exhibit B (8865 : Award CM Services Contract for I-15 Corridor Freight and Express Lanes Project - Contract 1)

Contract G	rand Total Amount	130996	\$	29,538,703.11
Sub total		3530	\$	862,267.64
	Other Direct Costs		\$	370,075.00
	Labor Costs	3530	\$	492,192.64
Source Inspection	ZT			
		10402	Ş	2,941,037.87
Sub total		10402	\$ \$	
	Other Direct Costs	10402	\$ \$	247,200.00
	Labor Costs	10402	\$	2,693,837.87
Strcutre/Toll	WSP			
Sub total		1200	\$	329,989.98
	Other Direct Costs		\$	12,375.00
MOT Inspection	Labor Costs	1200	\$	317,614.98
	VA			
Sub total		2570	\$	524,978.19
	Other Direct Costs		\$	154,580.00
	Labor Costs	2570	\$	370,398.19

Specific Rate of Compensation (use for on call or As- Needed contracts) (Consruction Engineering and Inspection Contracts)

Minute Action

AGENDA ITEM: 14

Date: September 7, 2022

Subject:

State Route 18 Corridor Study - US 395 to Los Angeles County

Recommendation:

Receive information on the State Route 18 Corridor Study from US 395 to Los Angeles County.

Background:

In 2006, the Counties of San Bernardino and Los Angeles, the Cities of Adelanto, Victorville, Lancaster and Palmdale, and the Town of Apple Valley, formed a Joint Powers Authority (JPA) to develop a new freeway/expressway, referred to as the High Desert Corridor (HDC), from State Route (SR) 18 to Interstate 15 (I-15). The cost of constructing the full multimodal HDC was estimated at over \$8 billion.

At the recommendation of both Los Angeles County Metropolitan Transportation Authority (Metro) and San Bernardino County Transportation Authority (SBCTA) staff, the JPA voted to look into other feasible and practical transportation options to connect the two counties consistent with the goals of the HDC at its December 20, 2018 meeting. Included in this planning process was a study of SR 18 and SR 138 between Palmdale and Victorville as potential east-west highway improvements.

The JPA indicated that the study should examine design concepts, potential impacts, and costs for improving mobility from Palmdale, following the SR 138, connecting to SR 18 just west of the Los Angeles/San Bernardino county line, and continuing to US 395. Although the widening of SR 138 will be completed in Los Angeles County in the near future, methods to enhance mobility on SR 138 through operational and signal improvements were considered to be a part of this effort as was preparation of a Project Study Report-Project Development Support (PSR-PDS) for SR 18 from SR 138 to US 395, as shown in Figure 1. This effort is collectively known as the "SR 18/138 Corridor Study" (Project), but the focus in San Bernardino County is only SR 18.



Figure 1: Project Location

Entity: San Bernardino County Transportation Authority

In June 2020, the SBCTA Board of Directors (Board) approved Cooperative Agreement No. 20-1002383 with the California Department of Transportation (Caltrans) to oversee the PSR-PDS for the widening of SR 18 from US 395 to SR 138 in Los Angeles County. At that time, the Board also approved Cooperative Agreement (Agreement) No. 19-1002228 with Metro for collaboration on the Project. The Agreement with Metro committed SBCTA to fund 50% (\$375,000) of the cost for consultant services to prepare the PSR-PDS, to be funded with Measure I 2010-2040 Victor Valley Subarea Project Development and Traffic Management Systems funds, for a total consultant project cost not-to-exceed \$750,000. The Agreement also committed SBCTA to accept a payment of \$125,000 from Metro to fund 50% of the cost of Caltrans oversight of the PSR-PDS.

As the Contract Manager, Metro issued a task order through the Metro Highway Program On-Call/Bench and awarded the Project to Parsons Corporation (prime consultant) and GPA Consulting (sub-consultant). The consultant team completed a Traffic Engineering Performance Assessment (TEPA), a Storm Water Data Report, and a draft PSR-PDS that addressed comments made by Metro, Caltrans, and SBCTA staff.

The draft PSR-PDS has evaluated two alternatives. Alternative 1 is the No-Build option, and Alternative 2 includes the addition of one lane in each direction along SR 18, plus a median and turn lanes at primary intersections. As indicated in the traffic analysis results from the TEPA, without the roadway improvements, future traffic operating conditions along the SR 18 will decline below acceptable levels of service. An analysis of crash data on SR 18 has also been conducted.

Under Alternative 2, SR 18 would be improved to provide: a uniform four-lane cross-section adding one (1) mixed flow lane in each direction of travel; providing a striped median; a two-way left-turn-lane in the median at appropriate locations; improving the outside shoulder to standard width; adding/extending left-turn and right-turn lanes as warranted; and constructing a new railroad crossing bridge for the eastbound direction of travel. The build alternative would also consider opportunities to incorporate the complete streets elements.

As for funding the project, it has not been determined if the project is eligible for Federal-aid funding. Determination will be based upon coordination with the Federal Highway Administration during the Project Approval/Environmental Document (PA/ED) phase. At this time, no funding sources have been identified, and it likely that the project will need to be phased over time. Table 1 below provides a summary of the capital outlay project estimates and Table 2 provides a summary of the support costs for Alternative 2, including PA/ED, Plans Specifications and Estimates (PS&E), right-of-way (ROW), construction management (CM), Caltrans support (Agency), and total costs in 2028 dollars.

Construction	Right-of-Way	Support	Total Cost
\$131M / \$184M	\$47M / \$58M	\$70M / \$87M	\$248M / \$328M

Table 2: Support Cost: Current (2022) / Escalated (2028)
--

PA/ED	PS&E	ROW	СМ	Agency	Total
\$8M - \$10M	\$18M / \$21M	\$12M / \$14M	\$21M / \$29M	\$11M/\$14M	\$70M / \$87M

The draft PSR-PDS has been reviewed by SBCTA, Metro, and Caltrans. The consultant is expected to finalize the report in early fall. Approval of the PSR-PDS by Caltrans would position future progress on SR 18 to be funded and programmed, opening the door to the next logical step: environmental clearance. A likely scenario after environmental clearance would be to prioritize segments for future funding depending on need. But given this is a state highway, Caltrans would have much to say about the manner in which SR 18 is improved, given its current reluctance to support adding highway capacity.

Financial Impact:

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

Reviewed By:

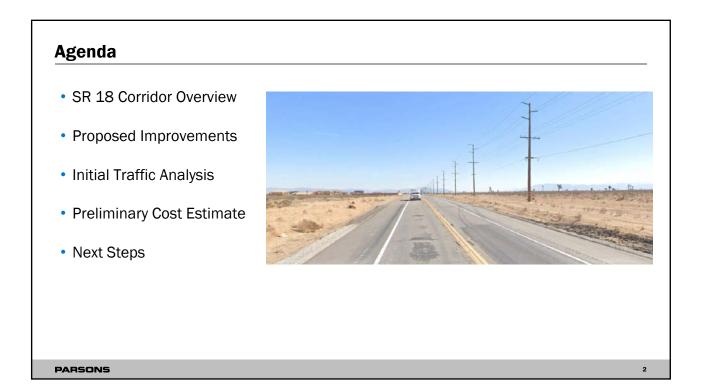
This item was received by the Mountain/Desert Policy Committee on August 12, 2022. An overview of the study was provided to the Transportation Technical Advisory Committee (TTAC), which includes local jurisdiction representatives from the Victor Valley, at the August 1, 2022 meeting.

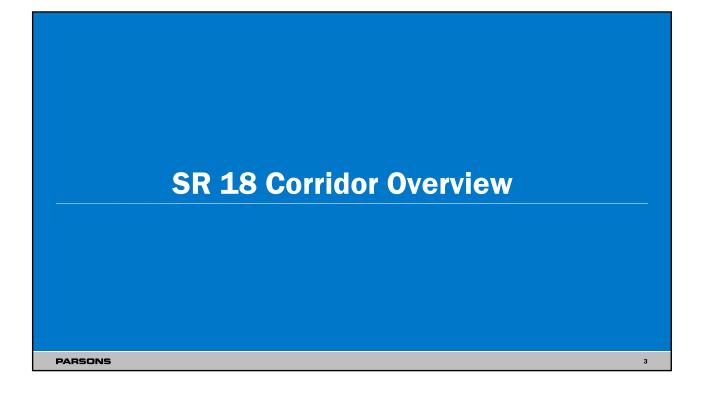
Responsible Staff:

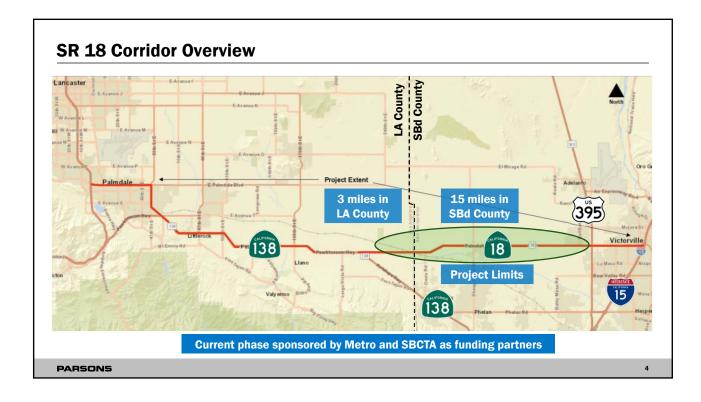
Ginger Koblasz, Senior Planner

Approved Board of Directors Date: September 7, 2022

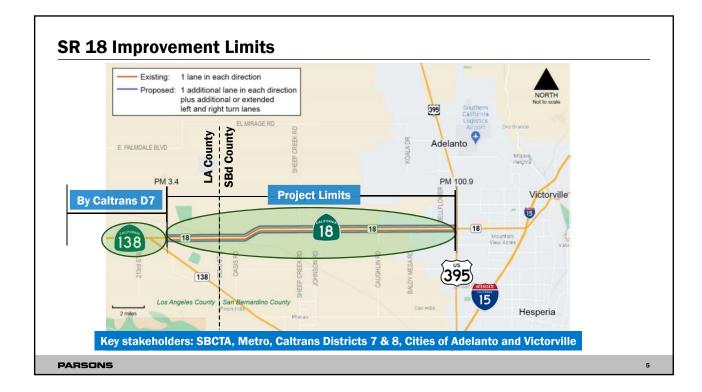
Witnessed By:







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SR 18 Improvements Goals consistent with local and state policies

- Improve safety, mobility & operations and increase trip reliability
- Enhance and connect the multimodal transportation network
- Provide interregional continuity and consistency along the corridor
- Reduce GHG emissions and promote east-west freight movement
- Promote equity by accommodating planned growth along the corridor

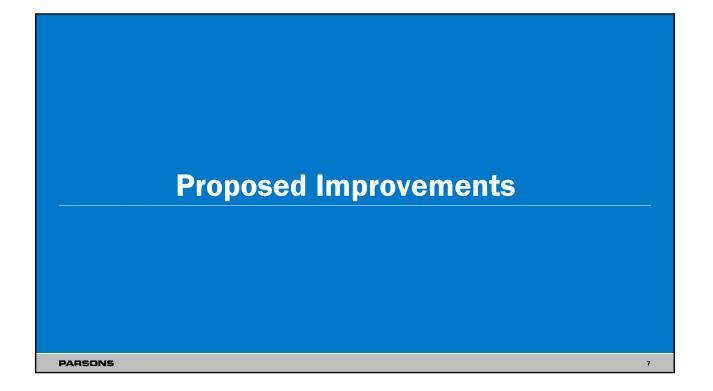
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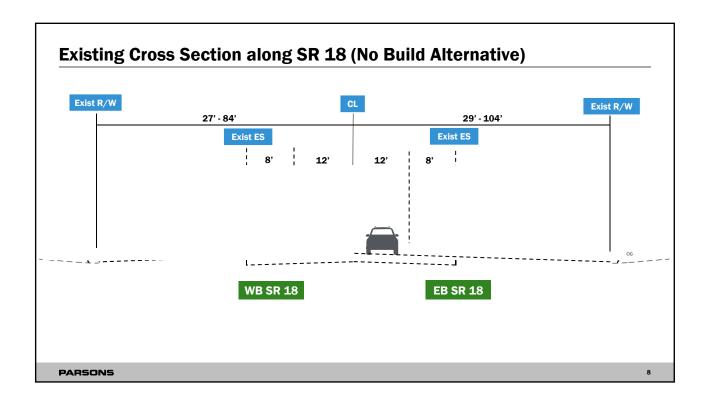
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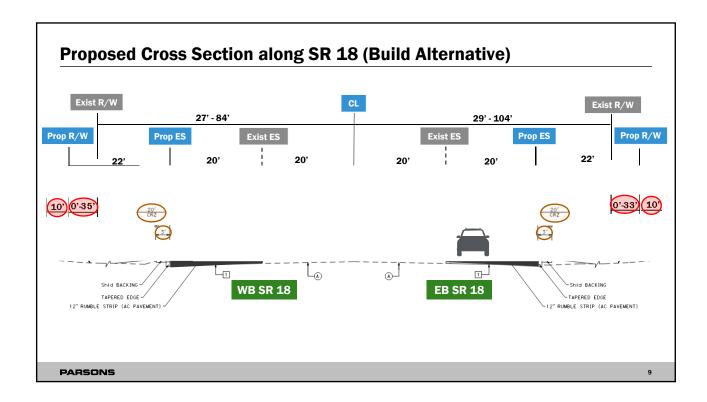
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PARSONS







Proposed Improvements along SR 18 (Build Alternative)

Complete Street Improvements

- Class II Bike Lane between Baldy Mesa Rd and US 395 (3 miles length)
- Reconstruct curb ramps (13)
- Construct sidewalk gaps (7,800 lf)
- Upgrade crosswalks
- Intersection Improvements (4 locations)
 - Left Turn lane extension
 - Right Turn lane extension

PARSONS

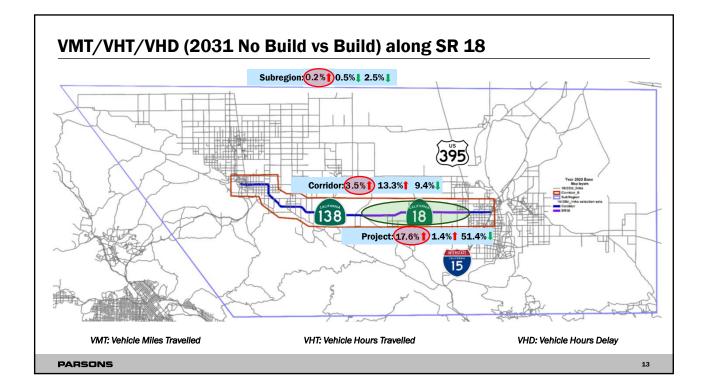
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Traffic Analysis

PARSONS

 Collis 	ions (Existing)					
= 3	0% higher than statewide	average				
= R	ear end & broadside acco	unt for 46%	of total col	lisions		
• Avera	age Annual Growth Facto	or over 202	20: 1.2% (p	opulation	, employm	nent, hous
• Avera	age Daily Traffic (ADT)					
	ADT	2020 Base	2031 No-Build	2031 Build	2051 No-Build	2051 Build
	ADT SR-138 to Caughlin Rd					
		Base	No-Build	Build	No-Build	Build
 Daily 	SR-138 to Caughlin Rd	Base 6,030	No-Build 7,740	Build 13,140	No-Build 10,960	Build 19,300
 Daily 	SR-138 to Caughlin Rd Caughlin Rd to US 395	Base 6,030	No-Build 7,740	Build 13,140	No-Build 10,960	Build 19,300
 Daily 	SR-138 to Caughlin Rd Caughlin Rd to US 395 Truck Percent of ADT	Base 6,030 22,760 2020	No-Build 7,740 25,500 2031	Build 13,140 39,390 2031	No-Build 10,960 31,110 2051	Build 19,300 47,620 2051

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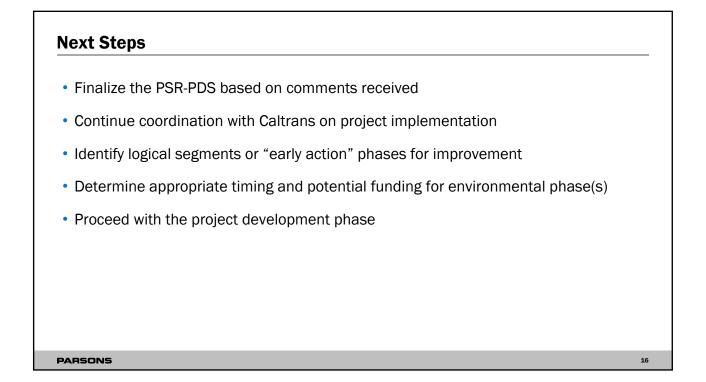
Right-of-Way and Utilities Right-of-Way Partial Fee Acquisition + Temporary Construction Easement (455 parcels) Temporary Construction Easement Only (25 parcels) Utility Relocations SCE OH Poles (128) Fire Hydrants (33) Traffic Signal Poles (20) Cabinets (16) Water Valves (59) Water Meters (9) Pull Boxes (41) Manholes (6)

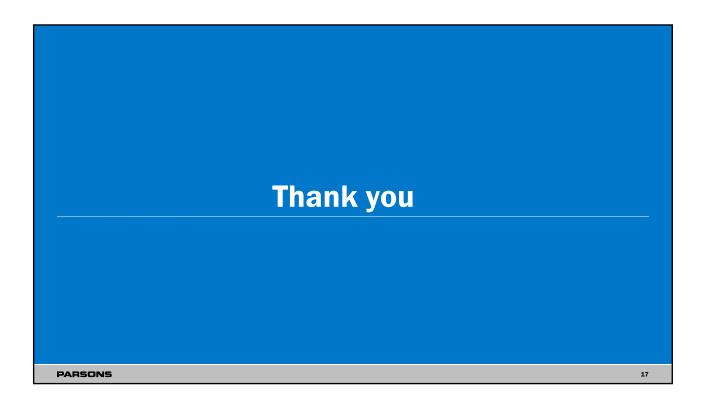
PARSONS

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	(Millions)	(Millions)
Construction	\$131 (\$38 / \$93)	\$184 (\$54 / \$130
Right-of-Way (ROW)	\$47 (\$10 / \$37)	\$58 (\$12 / \$46)
Support **	\$70 (\$19 / \$51)	\$87 (\$24 / \$63)
Total Project Cost	\$248 (\$67 / \$181)	\$328 (\$90 / \$238





Minute Action

AGENDA ITEM: 15

Date: September 7, 2022

Subject: Draft 2022 South Coast Air Quality Management Plan

Recommendation:

Receive information on the Draft 2022 South Coast Air Quality Management Plan.

Background:

The federal Clean Air Act (CAA or Act) requires areas that do not meet the health-based National Ambient Air Quality Standards (NAAQS or federal standards) to develop and implement an emission reduction strategy to attain healthy levels of air quality in a timely manner. The state of California also requires areas that do not meet the California ambient air quality standards (CAAQS or state standards) to take all feasible measures towards achieving the CAAQS at the earliest practicable date.

Air Quality Management Plans (AQMP or Plan) provide the strategy and the underlying technical analysis for how the region will meet federal standards by the required dates and continue progress to achieve the state standards. The South Coast Air Quality Management District (SCAQMD), with contributions from and collaborations with the California Air Resources Board (CARB) and Southern California Association of Governments (SCAG), has developed six (6) comprehensive AQMPs since the late 1990s to address updates to air quality standards and attainment deadlines.

The primary purpose of the 2022 AQMP is to identify, develop, and implement strategies and control measures to meet the 2015 8-hour ozone NAAQS - 70 parts per billion (ppb) as expeditiously as practicable, but no later than the statutory attainment deadline of August 3, 2038 for the South Coast Air Basin (Basin) and Coachella Valley. The Basin covers large portions of Los Angeles, Orange, Riverside, and San Bernardino Counties. The San Bernardino Valley plus the San Bernardino Mountain subregion fall within the jurisdiction of the SCAQMD and their AQMPs.

The Draft 2022 AQMP builds upon measures already in place from previous AQMPs. It also includes a variety of additional strategies such as regulation, accelerated deployment of available cleaner technologies (e.g., zero emission technologies, when cost-effective and feasible, and low Nitrogen Oxide (NOx) technologies in other applications), best management practices, co-benefits from existing programs (e.g., climate and energy efficiency), incentives, and other CAA measures to achieve the 2015 8-hour ozone standard. A set of summary points from the AQMP is provided below, and the Executive Summary is attached to this agenda item. The full report may be accessed on the SCAQMD website at: <u>South Coast AQMD Air Quality</u> <u>Management Plan</u>. While a round of comments on the draft documents was concluded in early July, SCAQMD indicates that there will be further opportunity for comment.

Summary Points (excerpts from the Draft AQMP Executive Summary):

- 1. Despite great strides in cleaning the air over the past several decades, the Los Angeles area still has the highest levels of ozone (smog) in the nation.
- 2. Meeting the 2015 federal ozone standard requires reducing emissions of NOx the key pollutant that creates ozone by 71 percent more than is required by adopted rules and regulations in 2037.
- 3. The only way to achieve the required NOx reductions is through extensive use of zero-emission technologies across all stationary and mobile sources.
- 4. South Coast Air Quality Management District's (South Coast AQMD) primary authority is over stationary sources which account for less than 20 percent of NOx emissions.
- 5. The overwhelming majority of NOx emissions are from heavy-duty trucks, ships and other state and federally regulated mobile sources that are mostly beyond the South Coast AQMD's control.
- 6. The region will not meet the standard absent significant federal action.
- 7. In addition to federal action, the 2022 Air Quality Management Plan (AQMP) requires substantial reliance on future deployment of advanced technologies to meet the standard.
- 8. The required transition to zero and low-emission technologies to meet the standard will be more expensive than traditional control strategies developed for previous federal standards. Ensuring the transition is equitable and affordable will be key to the success of the AQMP.

Financial Impact:

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

Reviewed By:

This item was received by the Board of Directors Metro Valley Study Session on August 11, 2022.

Responsible Staff:

Steve Smith, Director of Planning

Approved Board of Directors Date: September 7, 2022

Witnessed By:

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Executive Summary

- Despite great strides in cleaning the air over the past several decades, the Los Angeles area still has the highest levels of ozone (smog) in the nation.
- Meeting the 2015 federal ozone standard requires reducing emissions of nitrogen oxides (NOx) – the key pollutant that creates ozone – by 71 percent more than is required by adopted rules and regulations in 2037.
- The only way to achieve the required NOx reductions is through extensive use of zero emission technologies across all stationary and mobile sources.
- South Coast Air Quality Management District's (South Coast AQMD) primary authority is over stationary sources which account for less than 20 percent of NOx emissions.
- The overwhelming majority of NOx emissions are from heavy-duty trucks, ships and other State and federally regulated mobile sources that are mostly beyond the South Coast AQMD's control.
- The region will not meet the standard absent significant federal action.
- In addition to federal action, the 2022 Air Quality Management Plan (AQMP) requires substantial reliance on future deployment of advanced technologies to meet the standard.
- The required transition to zero and low emission technologies to meet the standard will be more expensive than traditional control strategies developed for previous federal standards. Ensuring the transition is equitable and affordable will be key to the success of the AQMP.

In This Chapter

•	Overview Purpose of the 2022 AQMP	ES-1
•	Health Effects and Air Quality Trends Air quality and health impacts	ES-3
•	Emissions in the Basin and Reductions Needed for Attainment Emissions and reductions needed	ES-4
•	Control Strategy Strategy to reduce emissions	ES-5
•	Control Measures Control approaches and measures	ES-7
•	Attainment Demonstration Future air quality projections	ES-9
•	Collaboration, Public Process, and Outreach Integration and coordination with other agencies	ES-10
	integration and coordination with other agencies	

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Overview

The 17 million residents of the greater Los Angeles area have historically suffered from some of the worst air quality in the nation. While air pollution has reduced greatly, more needs to be done. The region has the worst levels of ground-level ozone (smog) and among the highest levels of fine particulate matter (PM2.5). The air pollution levels in the region exceed both National and California Ambient Air Quality Standards for both these air pollutants. The health impacts associated with the high levels of air pollution cause respiratory and cardiovascular disease, exacerbate asthma, and can lead to premature death. We also know that our Environmental Justice (EJ) communities experience the brunt of the health effects from air pollution. In this document, EJ communities are defined as census tracts in the top 25 percent in the California Office of Environmental Health Hazard Assessment's California Communities Environmental Health Screening Tool (CalEnviroScreen).¹ Approximately 37 percent of the South Coast Air Basin (Basin) residents and 8 percent of Coachella Valley residents live in EJ communities.

The U.S. Environmental Protection Agency (U.S. EPA) requires areas that do not meet a National Ambient Air Quality Standard (NAAQS or standard) to develop and submit a State Implementation Plan (SIP) for approval. SIPs are used to show how the region will meet the standard. Regions must attain NAAQS by specific dates or face the possibility of sanctions by the federal government and other consequences under the Clean Air Act (CAA). This can result in increased permitting fees, stricter restrictions for permitting new projects, and the loss of federal highway funds.

The South Coast AQMD SIPs are developed within the agencies Air Quality Management Plans (AQMP). The most recent AQMP was developed in 2016 and addressed the 1997 8-hour and 2008 8-hour ozone standards, as well as PM2.5 standards. This document is the Draft 2022 AQMP and is focused on attaining the 2015 8-hour ozone standard of 70 parts per billion (ppb).

In August 2018, the U.S. EPA designated the Basin as "extreme" nonattainment and the Coachella Valley as "severe-15" nonattainment for the 2015 8-hour ozone standard. The South Coast Air Basin includes large areas of Los Angeles, Orange, Riverside, and San Bernardino counties. The Coachella Valley is the desert portion of Riverside County in the Salton Sea Air Basin. "Extreme" nonattainment areas must attain this standard by August 2038 and "severe" nonattainment areas must attain by August 2033 (Table ES-1).

¹ Full details of the CalEnviroScreen methodology and data sources can be found in the CalEnviroScreen 4.0 report released in October 2021. Available online at: <u>https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-40</u>.

TABLE ES-1

NONATTAINMENT STATUS OF 2015 8-HOUR OZONE NAAQS

Standard	Nonattainment Area	Classification	Attainment Year			
2015 8-Hour Ozone –	South Coast Air Basin	Extreme	2037 ²			
	Coachella Valley	Severe-15	2032 ³			

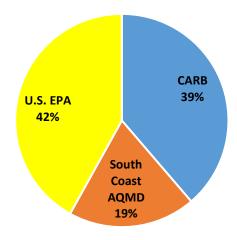
The Draft 2022 AQMP builds upon measures already in place from previous AQMPs. It also includes a variety of additional strategies such as regulation, accelerated deployment of available cleaner technologies (e.g., zero emission technologies, when cost-effective and feasible, and low NOx technologies in other applications), best management practices, co-benefits from existing programs (e.g., climate and energy efficiency), incentives, and other CAA measures to achieve the 2015 8-hour ozone standard.

The 2015 8-hour ozone standard is the most stringent standard to date. Because current ozone levels in the Basin are so high, meeting the standard will require substantial emission reductions above and beyond current programs. We project that emissions of NOx – the key pollutant controlling formation of ozone – must be reduced by 71 percent beyond what we would achieve through current programs by 2037 to meet the standard. The magnitude of such an emission reduction means that all sources of emissions must be controlled as stringently as possible. This also means that we will have to rely on flexibilities provided by the Section 182(e)(5) of the CAA, known as "black box" measures, to show that we are able to meet the standard. These "black box" measures can include the development and deployment of future technologies to reduce emissions as well as the reduction of NOx from sources regulated by the federal government. As depicted in Figure ES-1, 42 percent of NOx emissions in 2037 will come from federal sources, while 39 percent will come from State regulated sources, and only 19 percent will come from the South Coast AQMD regulated sources.

² Attainment date is August 3, 2038, which is 20 years from the designation as "extreme" nonattainment areas. The U.S. EPA requires that all control measures in the attainment demonstration must be implemented no later than the beginning of the attainment year ozone season. The U.S. EPA also defines the attainment year ozone season is the ozone season immediately preceding a nonattainment area's maximum attainment date, which is August 3, 2038, therefore, 2037 is the attainment year for the basin.

³ Attainment date is August 3, 2033, which is 15 years from the designation as "severe" nonattainment area. The attainment year is the ozone season preceding August 3, 2033, which leads to 2032 as attainment year.

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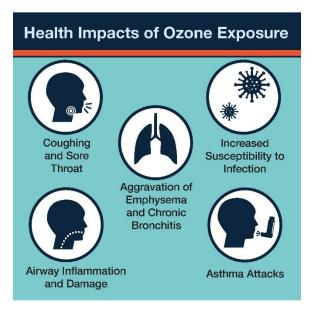
NOx Emissions: 220 Tons per Day

FIGURE ES-1 2037 EMISSIONS INVENTORY BY AGENCY RESPONSIBILITY

Health Effects and Air Quality Trends

Breathing high levels of ozone can cause a variety of negative health impacts such as asthma, chronic bronchitis and emphysema; and increased susceptibility to lung infection. Individuals working outdoors, children, older adults, people with preexisting lung disease, and individuals with certain nutritional deficiencies are the most susceptible to these effects. Exposure to high levels of ozone levels can increase school absences, hospital visits, disease and death.

Improvements in cleaner technology and strict regulations have reduced ozone levels since its peak in the mid-twentieth century. However, ozone levels have remained unacceptably high over the past decade despite significant reductions. This



trend is due to the changes in climate and other weather conditions such as the increase in hot, stagnant days that can lead to the formation of ozone that we have experienced in recent years. While this AQMP predominantly addresses ozone, the trends and attainment status of all criteria air pollutants are presented in Chapter 2 and Appendix 2. The Basin meets federal standards for particulate matter less than 10 microns in diameter (PM10), nitrogen dioxide (NO2), carbon monoxide (CO), sulfur dioxide (SO2) and

lead, but does not meet federal ozone and PM2.5 standards. The Coachella Valley does not meet federal ozone and PM10 standards, but attains federal PM2.5, NO2, and CO standards.⁴

Emissions in the Basin and Reductions Needed for Attainment

Unlike most other air pollutants, ozone is not directly emitted, but instead is formed in the atmosphere. Ozone is formed when NOx and volatile organic compounds (VOCs) react in the presence of sunlight.⁵ While both NOx and VOCs contribute to ozone, the key to attaining the ozone standard is to reduce NOx.

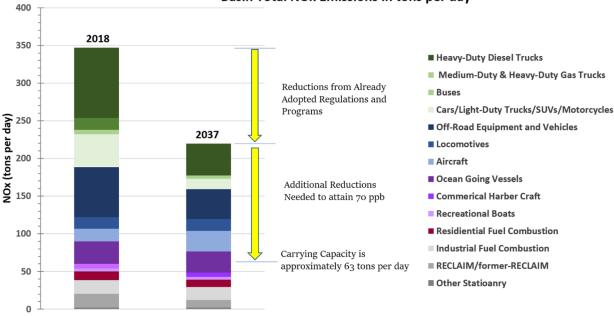
In the Basin, mobile sources – heavy-duty trucks, ships, airplanes, locomotives and construction equipment – account for more than 80 percent of NOx emissions. Meanwhile, stationary sources – such as power plants, refineries, and factories – will be responsible for the remaining 19 percent in 2037. This is an important point as the majority of the South Coast AQMD's regulatory authority is for stationary sources with only limited authority to control mobile sources.

In 2037, we project that 220 tons per day of NOx will be emitted. This is known as the "baseline" and includes the implementation of existing regulations and programs, but does not include the actions proposed in this AQMP. This level is 36 percent lower than NOx emissions in 2018. In order to meet the ozone standard, the amount of NOx that can be emitted into the atmosphere is 63 tons per day and is known as the "carrying capacity." This means that NOx needs to be reduced about 71 percent beyond the current 2037 baseline and about 82 percent below current levels (Figure ES-2).

⁴ Lead and SO2 concentrations were not measured in the Coachella Valley. In 2020, however, historic analyses have shown concentrations to be less than the federal standards and no major sources of these pollutants are located in the Coachella Valley.

⁵ Ozone formation is complex and is described in greater detail in Chapter 2.

15.a



Basin Total NOx Emissions in tons per day

FIGURE ES-2 BASELINE NOX EMISSIONS INVENTORIES AND ADDITIONAL REDUCTIONS REQUIRED TO ATTAIN THE 2015 OZONE STANDARD

Control Strategy

Reducing significant amounts of NOx emissions poses a serious challenge. Previous AQMPs have relied on increasingly stringent regulations targeting tailpipe and exhaust stack emissions, new engine technologies, or fuel mix improvements. However, these approaches rely on additional reductions from already strictly regulated sources, and cannot achieve an additional 71 percent reduction beyond the 2037 baseline. Therefore, there is no viable pathway to achieve the needed reductions without widespread adoption of zero emission (ZE) technologies across all mobile sectors and stationary sources large and small.

An overview of the control strategy by category is shown in Figure ES-3. Low NOx technologies will also need to play a significant role for some areas where ZE technology is not ready or commercially available. These lower emission technologies will also assist with attainment of other air quality standards with earlier deadlines.

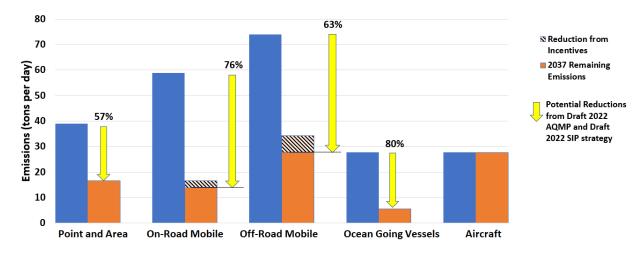


FIGURE ES-3 SUMMARY OF APPROACH TO REDUCING NOX EMISSIONS BY MAJOR SOURCE CATEGORY

The control strategy for the 2022 AQMP includes aggressive new regulations and the development of incentive programs to support early deployment of advanced technologies. The two key areas for incentive programs are (1) promoting widespread deployment of available ZE and low NOx technologies and (2) developing new ZE and ultra-low NOx technologies for use in cases where the technology is not currently available. The South Coast AQMD will prioritize distribution of incentive funding in EJ areas and seek opportunities to focus benefits on the most disadvantaged communities. Cost-effectiveness and affordability will be further considered during the rulemaking or incentive program development process.

Given the bulk of the Basin's NOx emissions in 2037 will be coming from federally regulated sources, the South Coast AQMD and the California Air Resources Board (CARB) cannot sufficiently reduce emissions to meet the standard without federal action. It is therefore imperative that the federal government act decisively to reduce emissions from federally regulated sources of air pollution, including interstate heavy-duty trucks, ships, locomotives, aircraft, and certain categories of off-road equipment.

Emissions from federal and international sources are estimated to be 92 tons per day in 2037 (see Figure ES-4). Even if all sources regulated by CARB and the South Coast AQMD were zero emissions, federal sources alone would emit substantially more than the 63 tons per day NOx limit, thwarting any other actions to meet the standard.

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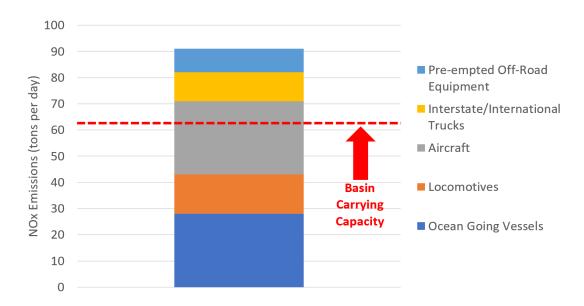


FIGURE ES-4 NOx EMISSIONS IN 2037 FROM SOURCES UNDER FEDERAL JURISDICTION IN RELATION TO THE CARRYING CAPACITY FOR THE 2015 8-HOUR OZONE NAAQS

Control Measures

The South Coast AQMD proposes a total of 48 control measures for the 2022 AQMP. Thirty control measures targeting stationary sources are categorized into four groups (Figure ES-5). The NOx measures are further grouped by residential combustion, commercial equipment and large equipment. The first two groups mostly target non-permitted sources and have a 70 percent reduction goal by 2037. Large combustion sources have a goal of 37 percent reductions by 2037 and predominantly address permitted equipment. Many control measures focus on widespread deployment of ZE and low NOx technologies through a combination of regulatory approaches and incentives and will require technology assessments to better understand where and when ZE and low NOx technologies can be implemented. New funding and programs are needed for research, development, demonstration, and deployment of advanced technologies.

The residential and commercial measures are frequently referred to as "building measures," which are in line with California's aggressive climate goals to reduce greenhouse gases (GHG) emissions across various sectors. State climate actions such as Title 24 energy code requirements and building electrification (e.g., Assembly Bill 3232) can also help reduce NOx emissions. In addition, as part of the 2022 State SIP Strategy, CARB has proposed a statewide zero GHG emission standard for residential and commercial buildings appliances, which would have criteria pollutant co-benefits. The South Coast AQMD has also developed multiple building-related control measures to address emissions from residential and commercial combustion equipment for space heating, water heating, cooking, and others.

In addition to the NOx measures, this AQMP relies on co-benefits from climate and energy efficiency programs for further reductions, limited strategic measures for VOCs reductions and other actions.

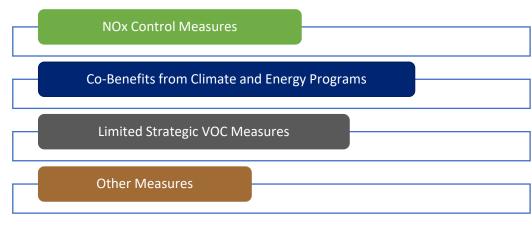


FIGURE ES-5 SOUTH COAST AQMD STATIONARY AND AREA SOURCE CONTROL STRATEGY

The remaining 18 control measures target mobile sources. They are facility-based mobile source measures, emission reductions from incentive programs, and partnerships with local, State, federal, and international entities (Figure ES-6).

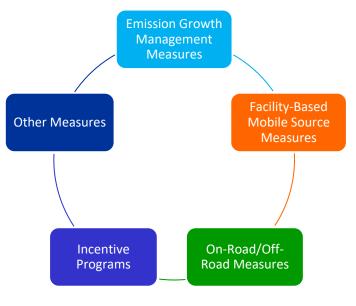


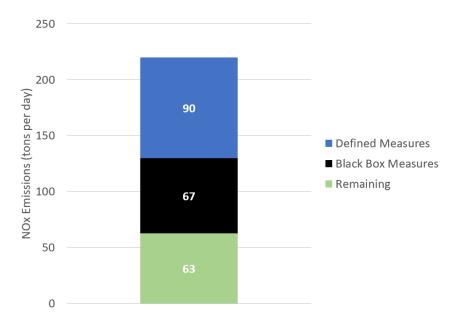
FIGURE ES-6 SOUTH COAST AQMD MOBILE SOURCE CONTROL STRATEGY

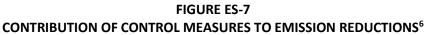
Further deployment of cleaner technologies will be necessary to attain the ozone standard. These are the CAA section 182(e)(5) "black box" measures that point to deployment of developing advanced technologies. Given that the zero and low NOx emission technologies needed for attainment of the ozone standard are still being developed, reliance on section 182(e)(5) measures provides flexibility and time for the development of new technology and improvement of existing technologies. South Coast AQMD measures include modest black box NOx reductions of 3 tons per day for stationary sources and 10 tons per day for mobile source incentives. However, a much larger black box is needed to accommodate

ES-8

15.a

emission reductions from sources regulated by the U.S. EPA, namely aircraft, ships, and interstate trucks. The black box is needed because the U.S. EPA has not adopted aggressive controls targeting these sources. The black box includes a 70 precent emission reduction for aircraft, which is approximately 19 tons per day, and NOx reductions of 35 tons per day from other sources subject to U.S. EPA authority. Collectively, black box measures comprise 67 tons per day, or 43 percent of the emission reductions needed to reach attainment. A summary of the emission reductions is shown in Figure ES-7.





Attainment Demonstration

Air quality modeling is used to demonstrate future attainment of the ozone standard and is an integral part of the planning process. Modeling allows us to demonstrate the connection between emission reductions and a path to attainment. It reflects updated emissions estimates, new technical information, enhanced air quality modeling techniques, updated attainment demonstration methodology, and the control strategy.

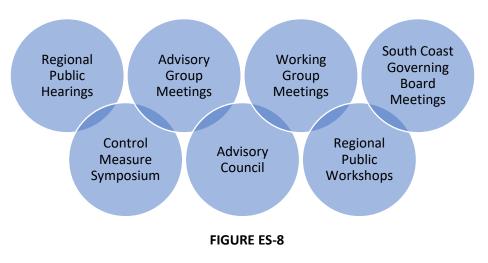
Under baseline conditions, NOx emissions are expected to decline by nearly 36 percent from 2018 to 2037, yet air quality modeling shows that the standard would not be met. However, modeling shows that we would be expected to meet the ozone standard in 2037 with a 71 percent reduction from baseline emissions based on the controls proposed in this AQMP.

⁶ Mobile source measures reflect CARB's commitment from the 2016 and 2022 State SIP Strategies. Available online at: <u>https://ww2.arb.ca.gov/sites/default/files/2022-01/Draft_2022_State_SIP_Strategy.pdf</u> and <u>https://ww3.arb.ca.gov/planning/sip/2016sip/rev2016statesip.pdf</u>.

Air quality modeling indicates that the Coachella Valley will not meet the 70 ppb standard by its 2032 deadline. Therefore, the South Coast AQMD is requesting the redesignation of the Coachella Valley as an "extreme" nonattainment area, giving it a new attainment deadline of August 2038. Modeling demonstrates attainment in Coachella Valley in 2037.

Collaboration, Public Process, and Outreach

The development of the 2022 AQMP has been a regional, multi-agency effort that includes the South Coast AQMD, CARB, the Southern California Associate of Governments, and the U.S. EPA. The 2022 AQMP also incorporates collaborative efforts by a wide range of stakeholders such as businesses, environmental and health organizations, community groups, and academia. As shown in Figure ES-8, numerous meetings were conducted to promote the collaborative process and public participation. Agendas and presentations for each meeting are available at the South Coast AQMD's website.⁷



VENUES ACCOMMODATING STAKEHOLDER PARTICIPATION

15.a



⁷ www.aqmd.gov/2022aqmp.



San Bernardino County Transportation Authority Metro Valley Study Session Update

September 7, 2022

South Coast Air Quality Management District

2022 Air Quality Management Plan (AQMP)

 AQMP is a blueprint to improve air quality and achieve federal air quality standards in the South Coast Air Basin and Coachella Valley

South Coast

- In 2015, the U.S. EPA tightened the ozone air quality standard to 70 parts per billion (ppb), triggering the need to develop an AQMP
- The 2022 AQMP addresses control strategy to meet the ozone standard by 2037
- The 2022 Draft AQMP and all supporting documents are available online at: <u>http://www.aqmd.gov/2022aqmp</u>



15.b

Our Challenge



Los Angeles c. 1950

We have made significant progress, but still suffer from poor air quality

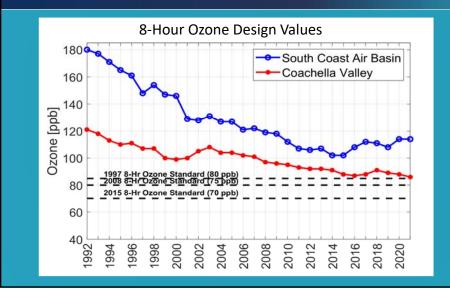
- Worst ozone (smog) in the nation
- Among the worst fine particulate matter (PM2.5)

Our region has historically suffered from some of the worst air quality in the United States



Los Angeles Recent Condition (2018)

Ozone Trends in the South Coast Air Basin



- Overall air quality has dramatically improved
- High ozone in recent years were due to adverse meteorology. Continued emission reductions will improve ozone

Health Impacts of Ozone



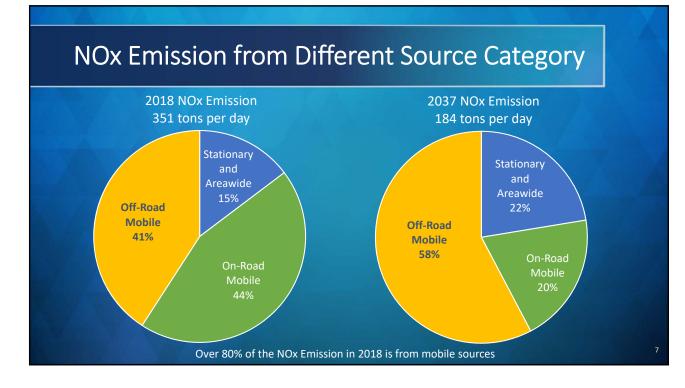
- Ozone precursor pollutants also increase fine particulate (PM2.5) pollution
- PM2.5 can cause premature death in addition to other serious health effects

Need to Reduce NOx Emissions

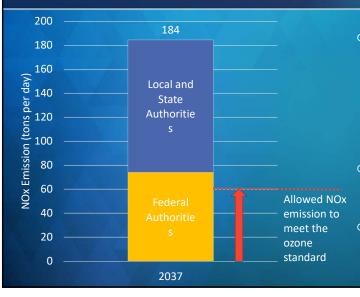
- The primary pollutant that must be controlled to reduce ozone in our region is nitrogen oxides (NOx)
- NOx is formed during processes that burn fuels
- NOx must be reduced to 60 tons per day to meet the ozone standard
 - 83% below current conditions
 - 67% below Business-As-Usual conditions in 2037



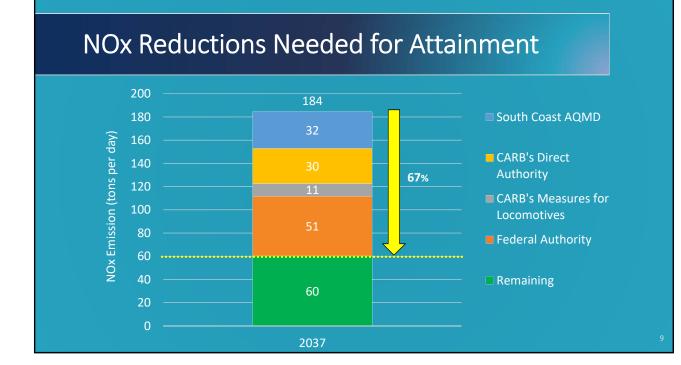
15.b



Shared Responsibility for Emission Reductions



- More than 1/3 of the 2037 baseline emissions inventory is regulated primarily under federal and international jurisdiction, with limited authority for CARB/South Coast AQMD
 - Ships, aircraft, locomotives, etc
- Cannot assign responsibility to federal government to reduce emissions, even from federal sources
- Attainment is not possible without significant reductions from these sources

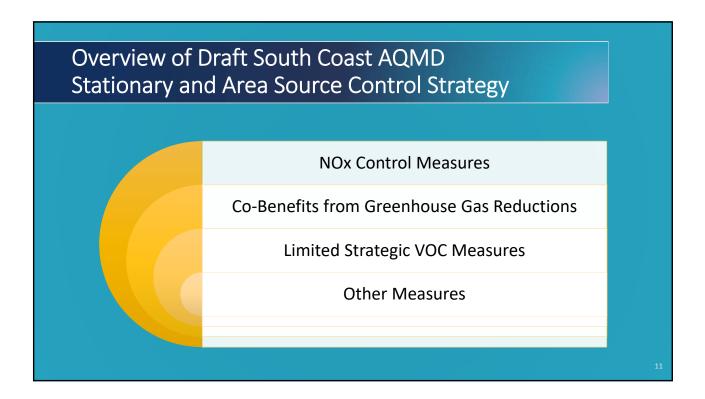


Innovative Approaches Needed

- Traditional approach relies on additional tailpipe/exhaust stack controls, new engines technology, or fuel improvements tailored to individual use cases
- These traditional approaches will not reduce emissions by the amount needed
- We must turn to zero emission and advanced technologies wherever possible



15.b



Draft Stationary and Area Sources NOx Control Measures



Residential Combustion Water/Space/Heating/ Cooking/Others



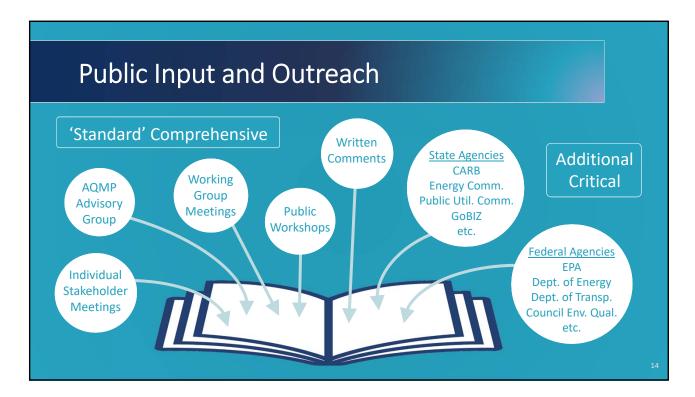
Commercial Combustion Water/Space/Heating/ Cooking/Others



Industrial Combustion Boilers/Process Heaters/ Refineries/EGUs/Etc.

15.b

Overview of Draft South Coast AQMD Mobile Source Control Strategy Commercial Airports Railyard & Intermodal Facilities PRIMER . **Facility-Based Emissions Growth Incentive and** Airports **Clean Construction** Partnership New and **Marine Ports Incentive Funding Re-development** Railyards PRIMER • Warehouses



Development Process

- Release of the Draft 2022 AQMP: May 6, 2022
- Public comments were received during May 6 July 22, 2022
- Revised 2022 AQMP to be released in late Summer
- Upcoming public meetings and schedule:

Timeline	Milestone
August 5, 2022	Status update on Draft 2022 AQMP development to South Coast AQMD Governing Board
August 10, 2022	Advisory Council Meeting on Health Effects Appendix
Late August, 2022	Release Revised Draft 2022 AQMP
October 7, 2022	Status update on Draft 2022 AQMP development to South Coast AQMD Governing Board and Set Hearing
Mid October, 2022	Regional Public Hearings
December 2, 2022	South Coast AQMD Board Consideration of Draft Final AQMP

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If you wish to receive daily pollution f		Upday
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Minute Action

AGENDA ITEM: 16

Date: September 7, 2022

Subject: Amend On-Call Planning Bench Contracts

Recommendation:

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

A. Approve a total not-to-exceed amount of \$2,126,390 for On-Call Planning Bench contracts, identified in Recommendations B through G, to be funded on a fiscal year basis based on specific on-call needs, increasing the total combined allocation to these contracts to \$5,540,390.00.

B. Approve Amendment No. 2 to Contract No. 19-1002103 with Alta Planning + Design, Inc., exercising the second one-year extension to extend the termination date to June 30, 2024; adding Southern California Association of Governments (SCAG) as an additional insured and indemnitee; and adding \$2,126,390, for a total not-to-exceed amount of \$5,540,390.00, to support the Planning Department in completing various programs.

C. Approve Amendment No. 3 to Contract No. 19-1002185 with Michael Baker International, Inc., exercising the second one-year extension to extend the termination date to June 30, 2024, and adding \$2,126,390, for a total not-to-exceed amount of \$5,540,390.00, to support the Planning Department in completing various programs.

D. Approve Amendment No. 3 to Contract No. 19-1002186 with Fehr & Peers, exercising the second one-year extension to extend the termination date to June 30, 2024, and adding \$2,126,390, for a total not-to-exceed amount of \$5,540,390.00, to support the Planning Department in completing various programs.

E. Approve Amendment No. 2 to Contract No. 19-1002187 with Cambridge Systematics, Inc., exercising the second one-year extension to extend the termination date to June 30, 2024; adding Southern California Association of Governments (SCAG) as an additional insured and indemnitee; and adding \$2,126,390, for a total not-to-exceed amount of \$5,540,390.00, to support the Planning Department in completing various programs.

F. Approve Amendment No. 2 to Contract No. 19-1002188 with HDR Engineering, Inc., exercising the second one-year extension to extend the termination date to June 30, 2024; adding Southern California Association of Governments (SCAG) as an additional insured and indemnitee; and adding \$2,126,390, for a total not-to-exceed amount of \$5,540,390.00, to support the Planning Department in completing various programs.

G. Approve Amendment No. 3 to Contract No. 19-1002189 with Dudek, exercising the second one-year extension to extend the termination date to June 30, 2024, and adding \$2,126,390, for a total not-to-exceed amount of \$5,540,390.00, to support the Planning Department in completing various programs.

Background:

The Planning Department is involved in various programs that carry out the continuing responsibilities of San Bernardino County Transportation Authority (SBCTA) to prepare key planning documents that provide the framework for transportation and sustainability program

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item September 7, 2022 Page 2

delivery. As the Planning Department carries out its work plans and programs, the department often requires transportation, sustainability and land use planning consultant support, as well as consultant support for San Bernardino Associated Governments (SBCOG) efforts.

On July 3, 2019, the Board of Directors approved the award of seven On-Call Planning Bench contracts, totaling \$1,195,000, to aid completion of various planning department programs. The following six (6) contracts were executed (agreement as to terms could not be reached with the seventh firm).

- Contract No. 19-1002103 to Alta Planning + Design, Inc.
- Contract No. 19-1002185 to Michael Baker International, Inc.
- Contract No. 19-1002186 to Fehr & Peers
- Contract No. 19-1002187 to Cambridge Systematics, Inc.
- Contract No. 19-1002188 to HDR Engineering, Inc.
- Contract No. 19-1002189 to Dudek

On October 7, 2020, the SBCOG Board of Directors approved the Regional Early Action Planning (REAP) Grant Work Plan and authorized staff to submit the Work Plan to Southern California Association of Governments (SCAG) to receive \$2,437,000 in sub-regional allocation funding, which was used to amend the On-Call Planning Bench contracts. Work associated with the REAP program was competitively procured and awarded to firms on the On-Call Planning Bench. The contracts were also amended to exercise the first of two (2) one-year option terms, extending the expiration date of each contract to June 30, 2023.

The following is a summary of the original contract and previous amendments:

- 1. Contract No. 19-1002103 Alta Planning + Design, Inc.
 - a) July 3, 2019 Approved a total not-to-exceed contract amount of \$1,195,000 for a period of performance through June 30, 2022.
 - b) October 7, 2020 Amendment No. 1 approved to increase the contract amount by \$2,219,000, with a total not-to-exceed amount of \$3,414,000, and to extend the period of performance through June 30, 2023.
- 2. Contract No. 19-1002185 Michael Baker International, Inc.
 - a) July 3, 2019 Approved a total not-to-exceed contract amount of \$1,195,000 for a period of performance through June 30, 2022.
 - b) October 7, 2020 Amendment No. 1 approved to increase the contract amount by \$2,219,000, with a total not-to-exceed amount of \$3,414,000, and to extend the period of performance through June 30, 2023.
 - c) July 30, 2021 Amendment No. 2 approved to add Southern California Association of Governments as an additional insured and indemnitee on the REAP program.
- 3. Contract No. 19-1002186 Fehr & Peers
 - a) July 3, 2019 Approved a total not-to-exceed contract amount of \$1,195,000 for a period of performance through June 30, 2022.
 - b) October 7, 2020 Amendment No. 1 approved to increase the contract amount by \$2,219,000, with a total not-to-exceed amount of \$3,414,000, and to extend the period of performance through June 30, 2023.

San Bernardino County Transportation Authority

- c) July 30, 2021 Amendment No. 2 approved to add Southern California Association of Governments as an additional insured and indemnitee on the REAP program.
- 4. Contract No. 19-1002187 Cambridge Systematics, Inc.
 - a) July 3, 2019 Approved a total not-to-exceed contract amount of \$1,195,000 for a period of performance through June 30, 2022.
 - b) October 7, 2020 Amendment No. 1 approved to increase the contract amount by \$2,219,000, with a total not-to-exceed amount of \$3,414,000, and to extend the period of performance through June 30, 2023.
- 5. Contract No. 19-1002188 HDR Engineering, Inc.
 - a) July 3, 2019 Approved a total not-to-exceed contract amount of \$1,195,000 for a period of performance through June 30, 2022.
 - b) October 7, 2020 Amendment No. 1 approved to increase the contract amount by \$2,219,000, with a total not-to-exceed amount of \$3,414,000, and to extend the period of performance through June 30, 2023.
- 6. Contract No. 19-1002189 Dudek
 - a) July 3, 2019 Approved a total not-to-exceed contract amount of \$1,195,000 for a period of performance through June 30, 2022.
 - b) October 7, 2020 Amendment No. 1 approved to increase the contract amount by \$2,219,000, with a total not-to-exceed amount of \$3,414,000, and to extend the period of performance through June 30, 2023.
 - c) July 30, 2021 Amendment No. 2 approved to add Southern California Association of Governments as an additional insured and indemnitee on the REAP program.

On April 5, 2021, SBCOG entered into Agreement No. 21-1002497 with SCAG, for funding for REAP Grant Program Implementation. Before the contract was executed, SCAG Regional Council approved a slightly different Regional Housing Needs Allocation (RHNA) total for San Bernardino County following the approval of two appeals. Although this did not substantially change the overall funding distribution, it did increase the funds allocated to SBCOG by \$4,324, bringing the contract total to \$2,441,324.

Recently, SCAG has determined that the sub-recipients under the Sub-regional Partnership Program are eligible for an additional five percent (5%) funding, as calculated based on their RHNA under the Sub-regional Partnership Program. The additional amount of 5% allocated increased the receivable amount by \$122,066, for a total receivable amount of \$2,563,390. On May 4, 2022, the SBCTA Board of Directors approved Amendment No. 1 to Agreement No. 21-1002497 with SCAG, amending invoicing requirements and increasing the receivable amount by \$122,066, for a total receivable amount of \$2,563,390.

To exercise the additional \$126,390 (\$122,066 + \$4,324) in REAP funds, staff recommends amending the contracts to extend contract completion to June 30, 2024, and to increase the combined contract capacity of the On-Call Bench contracts by \$2,126,390 to cover the scope of work for the two option years. REAP funding is currently included in the Fiscal Year 2022/2023 Budget and is anticipated to be included in the Fiscal Year 2023/2024 Budget under Subregional Planning. The increase in the contract capacity will support efforts to efficiently access possible

San Bernardino County Transportation Authority

Board of Directors Agenda Item September 7, 2022 Page 4

formula funding under the REAP 2.0 Sub-Regional Partnership (SRP) Program. Although the contract capacity increase of \$2,126.390 will be added to each of the six contracts, bringing the total capacity to \$5,540,390, the combined total contract expenditure for all Contract Task Orders will not exceed the \$5,540,390.

Staff is recommending approval to increase the combined contract amount for the six bench contracts by \$2,126,390 for a total not-to-exceed amount of \$5,540,390, as well as extend the contract term through June 30, 2024. In addition, in order to utilize the services of all six bench vendors on REAP activities, the contract amendments for Contract No. 19-1002103 with Alta Planning + Design, Contract No. 19-1002187% with Cambridge Systematics, Inc., and Contract No. 19-10021889—with HDR Engineering, Inc., incorporate insurance language changes required by SCAG that were previously incorporated via amendment to the other three bench contracts.

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 August 10, 2022. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendments.

Responsible Staff:

Josh Lee, Deputy Director of Planning

Approved Board of Directors Date: September 7, 2022

Witnessed By:

			c	ontract Su	ummary Shee	et			16.a
			Ger	neral Cont	ract Informat	tion			
Contract No:	19-1002103	Amend	ment No.:	2					
Contract Class:	Payable		Depar	tment:		Plann	ing		
Vendor No.:	03506	Vendo	or Name:	Alta Plann	ing + Design,	Inc.			
Description: SBCTA/SBCOG Planning On-Call Services									
List Any Related Co	ontract Nos.:		19	-1002185	, 19-1002186	5, 19-1	002187, 19-100218	38, 19-1002	189
•					Amount				
Original Contract		\$	15	5,000.00	Original Cont	tingen	су	\$	-
Prior Amendments		\$	11	9,833.00	Prior Amend	ments	5	\$	-
Prior Contingency	Released	\$		-	Prior Conting	gency	Released (-)	\$	-
Current Amendme	nt	\$	35	4,398.00	Current Ame	ndme	nt	\$	-
Total/Revised Con	tract Value	\$	62	9,231.00	Total Contin	gency	Value	\$	-
		Total	Dollar Au	thority (Co	ontract Value	e and (Contingency)	\$	629,231.0
				Contract A	Authorization	1			
Board of Directo	ors Date:		7/2022 Board htract Management (Internal Purposes Only)					Item #	8871
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Estimated Start Da	te: 7/10)/2019	Expira	tion Date:	6/30/202	23	Revised Expiratio	n Date:	6/30/2024
NHS: N/A	QMP	/QAP:	N/A	Pre	vailing Wage:		N/A		
			-	-		Tota	al Contract Funding:	Total Co	ntingency:
Fund Prog Task	Sub- Task Object R	evenue	PA Level	Revenue C	Code Name	\$	629,231.00	\$	-
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	osh Lee					C+-	eve Smith		

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

The CSS is reflective of awarded CTOs. Amendment is to increase the capacity for the 6 on-call planning contracts. The awarded amount w be determined at the time of CTO allocations.

Attachment: 19-1002103-2 (8871 : Amend On-Call Planning Contracts)

AMENDMENT NO. 2 TO CONTRACT 19-1002103

FOR

ON-CALL PLANNING SERVICES

(ALTA PLANNING + DESIGN, INC.)

This Amendment No. 2 to Contract No. 19-1002103 is made by and between the San Bernardino Transportation Authority ("SBCTA") and Alta Planning + Design, Inc. ("CONSULTANT"), each of which may be referred to individually as "PARTY" and collectively as "PARTIES."

RECITALS:

- A. PARTIES entered into Contract No. 19-1002103 on July 10, 2019 ("CONTRACT") for the purpose of providing On-Call Planning Services; and
- B. PARTIES entered into Amendment No. 1 to CONTRACT, extending the period of performance through June 30, 2023, and increasing the Not-To-Exceed amount by \$2,219,000, for the purpose of providing On-Call Planning Services for the Regional Early Action Program ("REAP"); and
- C. SBCTA and CONSULTANT desire to extend the Period of Performance through June 30, 2024 and increase the Not-To-Exceed amount by \$2,126,390; and
- D. Pursuant to San Bernardino Associated Governments ("SBCOG") Contract No. 21-1002497 with Southern California Association of Governments ("SCAG"), the REAP Grant Agreement, consultants providing REAP services are required to provide insurance coverage to and indemnification of SCAG.

NOW, THEREFORE, in consideration of the above recitals, and the terms and conditions contained herein, SBCTA and CONSULTANT agree as follows.

- 1. SBCTA exercises its option in Article 2, <u>Contract Term</u>, extending the contract term through June 30, 2024.
- 2. The Not-To-Exceed Amount in Section 3.2 shall be Five Million, Five Hundred Forty Thousand, Three Hundred Ninety Dollars (\$5,540,390).
- 3. Section 21.2.2 Additional Insurance Coverage, is deleted in its entirety and replaced with the following:

"21.2.2 Additional Insurance Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, to name San Bernardino County Transportation Authority, Southern California Association of Governments, and their officers, directors, members, employees, agents and volunteers, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for the Additional Insureds to vicarious liability, but shall allow coverage for the Additional Insureds to the full extent provided by the policy."

4. Section 22.2 of Article 22. Indemnity, is deleted in its entirety and replaced with the following:

"22.2 For all other Work, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by Indemnitees) and hold harmless SBCTA, SCAG, 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 for whom CONSULTANT is legally liable and for any costs or expenses incurred by SBCTA or SCAG 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."

- 5. CONSULTANT's obligations under Articles 21 and 22 extend to SCAG only for services related to the Regional Early Action Program (REAP).
- 6. Except as amended by this Amendment No. 2, all other provisions of the Agreement, as previously amended, shall remain in full force and effect and are incorporated herein by this reference.
- 7. This Amendment No. 2 is effective upon execution by SBCTA.

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

2

Attachment: 19-1002103-2 (8871 : Amend On-Call Planning Contracts)

Attachment: 19-1002103-2 (8871 : Amend On-Call Planning Contracts)

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

ALTA PLANNING + DESIGN, INC.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

R	v	•
D	y	•

Greg Maher Vice President

Date:

By:_____ Art Bishop Board President

Date:

APPROVED AS TO FORM:

By:_

Julianna K. Tillquist General Counsel

CONCURRENCE:

By:

Shaneka M. Morris Procurement Manager

			(Contract S	Summary She	et			1	6.c
			Ge	neral Con	tract Informa	tion				
Contract No:	19-1002185 A	mendmo	ent No.:	3						
Contract Class:	Payable		Depar	tment:		Planni	ng			
Vendor No.:	03168	Vendor	Name: I	Michael B	aker Internati	onal, I	nc. (MBI)			
Description:	SBCTA/SBCOG P	lanning	On-Call :	Services						
List Any Related Cor					3, 19-1002186	5, 19-1	.002187, 19-100218	88, 19-1	002189	
					ar Amount			,		
Original Contract		\$	370		Original Cont	ingeno	CV	\$		-
Prior Amendments		\$			Prior Amendi	-		\$		-
Prior Contingency R	eleased	\$		-	Prior Conting	ency F	Released (-)	\$		-
Current Amendmen		\$	354		Current Ame			\$		-
Total/Revised Cont	ract Value	\$	1,694	1,234.00	Total Conting	gency	Value	\$		-
		Total D	ollar Au	thority (C	Contract Value	e and	Contingency)	\$	1,694,23	34.0
				Contract	Authorization	า				
Board of Directo	rs Date:	9/7	/2022		В	oard		lter	n# <u>8871</u>	_
		Con	tract Ma	inagemer	nt (Internal Pu	irpose	s Only)			
Ot	her Contracts		Sole Source? No No Bud					udget Adjustment		
Local		Profess	sional Services (Non-A&E)			N/A				
				Accou	nts Payable					
Estimated Start Dat	e: 7/10/2	2019	_Expira	tion Date	6/30/202	23	Revised Expiration	on Date:	6/30/20	24
NHS: N/A	QMP/0	QAP:	N/A	Pro	evailing Wage	:	N/A			
	Sub-		РА			Tot	al Contract Funding:	Tota	al Contingency:	
Fund Prog Task		enue	Level	Revenue	Code Name	\$	1,694,234.00	\$	-	
GL: 1035 20 0404		00000					170,000.00		-	
GL: 2910 01 0501 GL: 6010 20 0404		07000					200,000.00 969,834.00		-	
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GL:							-		-	_
GL:							-		-	
Jc	osh Lee					Ste	eve Smith			
Project Man	ager (Print Nam	e)	_		Task	Mana	ger (Print Name)		_	

Additional Notes:

The CSS is reflective of awarded CTOs. Amendment is to increase the capacity for the 6 on-call planning contracts. The awarded amount w be determined at the time of CTO allocations.

Attachment: 19-1002185-3 (8871 : Amend On-Call Planning Contracts)

AMENDMENT NO. 3 TO CONTRACT 19-1002185

FOR

ON-CALL PLANNING SERVICES

(MICHAEL BAKER INTERNATIONAL, INC.)

This Amendment No. 3 to Contract 19-1002185 is made by and between the San Bernardino Transportation Authority ("SBCTA") and Michael Baker International, Inc. ("CONSULTANT"), each of which may be individually referred to as "PARTY" and collectively as "PARTIES."

RECITALS:

- A. PARTIES entered into Contract No. 19-1002185 on July 16, 2019 ("CONTRACT") for the purpose of providing On-Call Planning Services; and
- B. PARTIES entered into Amendment No. 1 to CONTRACT, extending the period of performance through June 30, 2023, and increasing the Not-To-Exceed amount by \$2,219,000, for the purpose of providing On-Call Planning Services for the Regional Early Action Program ("REAP"); and
- C. PARTIES entered into Amendment No. 2 to CONTRACT to require CONSULTANT to provide insurance coverage and indemnification for Southern California Association of Governments ("SCAG") for services performed by CONSULTANT related to SCAG's REAP Grant to San Bernardino Associated Governments; and
- D. SBCTA and CONSULTANT desire to extend the Period of Performance through June 30, 2024, and increase the Not-To-Exceed amount by \$2,126,390.

NOW, THEREFORE, in consideration of the above recitals, and the terms and conditions contained herein, SBCTA and CONSULTANT agree as follows.

- 1. SBCTA exercises its option in Article 2, <u>Contract Term</u>, extending the contract term through June 30, 2024.
- 2. The Not-To-Exceed Amount in Section 3.2 shall be Five Million, Five Hundred Forty Thousand, Three Hundred Ninety Dollars (\$5,540,390).
- 3. Except as amended by this Amendment No. 3, all other provisions of the Agreement, as previously amended, 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.

19-1002185-03

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 below.

MICHAEL BAKER INTERNATIONAL, INC. SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Ву:	By:
Tanya Bilezikjian Vice President & Office Executive	Art Bishop Board President
Date:	Date:
	APPROVED AS TO FORM:
	By: Julianna K. Tillquist General Counsel
	CONCURRENCE:
	By: Shaneka M. Morris Procurement Manager

			C	Contract S	ummary Sheet			16.0
			Gei	neral Con	tract Informatio	on		
Contract No: 19	-1002186	Amendr	nent No.:	3				
Contract Class:	Payable		Depar	tment:	Pla	anning		
Vendor No.: 0	03005	Vendo	r Name: <u>I</u>	Fehr & Pe	ers			
Description: SBC	CTA/SBCOG	Planning	; On-Call S	Services				
List Any Related Contra	act Nos.:		19	9-100210	3, 19-1002185, 2	19-1002187, 19-10021	88, 19-100)2189
				Dolla	r Amount			
Original Contract		\$	320	0,000.00	Original Conting	gency	\$	-
Prior Amendments		\$	719	9,834.00	Prior Amendme	ents	\$	-
Prior Contingency Rele	ased	\$		-	Prior Continger	cy Released (-)	\$	-
Current Amendment		\$	354	4,398.00	Current Amend	ment	\$	-
Fotal/Revised Contrac	t Value	\$	1,394	4,232.00	Total Continger	ncy Value	\$	-
		Total I	Dollar Au	thority (C	ontract Value a	nd Contingency)	\$	1,394,232.
				Contract	Authorization			
Board of Directors	Date:		7/2022		Воа		Item	#8871
		Со	ntract Ma		t (Internal Purp			
	r Contracts	Duefe		Sole Sol		No Bu	dget Adjus	tment
Local		Profe	ssional Se	ervices (No	nts Payable		N/A	
Estimated Start Date:	7/10	/2019	Evpira	tion Date	-	Povisod Expiratio	on Data:	6/30/2024
					n	Revised Expiration	JII Date.	0/30/2024
NHS: N/A	QMP/	QAP:	N/A	- Pi	evailing Wage:	N/A		o
Sub)-		РА			Total Contract Funding:	Iotai	Contingency:
Fund Prog Task Tas		venue	Level	Revenue	Code Name	\$ 1,394,232.00	\$	-
3000000006000000000000000000000000		200000 007000			-	75,000.00 245,000.00		
		905001				719,834.00		-
		905004				291,202.00		-
GL: 4180 20 0404 000 GL:	00 52005 41	100000			-	63,196.00		
GL:						-		
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						-	. <u> </u>	
Josh	Lee			_		Steve Smith		
Project Manage	er (Print Nan	ne)			Task M	lanager (Print Name)		
Additional Notes:	-	-						

Additional Notes:

The CSS is reflective of awarded CTOs. Amendment is to increase the capacity for the 6 on-call planning contracts. The awarded amount w be determined at the time of CTO allocations.

Attachment: 19-1002186-3 (8871 : Amend On-Call Planning Contracts)

AMENDMENT NO. 3 TO CONTRACT 19-1002186

FOR

ON-CALL PLANNING SERVICES

(FEHR & PEERS)

This Amendment No. 3 to Contract 19-1002186, is made by and between the San Bernardino Transportation Authority ("SBCTA") and Fehr & Peers ("CONSULTANT"), each of which may be referred to individually as "PARTY" and collectively as "PARTIES")

RECITALS:

- A. PARTIES entered into Contract No. 19-1002186 on July 10, 2019 ("CONTRACT") for the purpose of providing On-Call Planning Services; and
- B. PARTIES entered into Amendment No. 1 to CONTRACT, extending the period of performance through June 30, 2023, and increasing the Not-To-Exceed amount by \$2,219,000, for the purpose of providing On-Call Planning Services for the Regional Early Action Program ("REAP"); and
- C. PARTIES entered into Amendment No. 2 to CONTRACT to require CONSULTANT to provide insurance coverage and indemnification for Southern California Association of Governments ("SCAG") for services performed by CONSULTANT related to SCAG's REAP Grant to San Bernardino Associated Governments; and
- D. SBCTA and CONSULTANT desire to extend the Period of Performance through June 30, 2024, and increase the Not-To-Exceed amount by \$2,126,390.

NOW, THEREFORE, in consideration of the above recitals, and the terms and conditions contained herein, SBCTA and CONSULTANT agree as follows.

- 1. SBCTA exercises its option in Article 2, <u>Contract Term</u>, extending the contract term through June 30, 2024.
- 2. The Not-To-Exceed Amount in Section 3.2 shall be Five Million, Five Hundred Forty Thousand, Three Hundred Ninety Dollars (\$5,540,390).
- 3. Except as amended by this Amendment No. 3, all other provisions of the Agreement, as previously amended, 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.

Attachment: 19-1002186-3 (8871 : Amend On-Call Planning Contracts)

Date:_____

Steven J. Brown

FEHR & PEERS, A CALIFORNIA

CORPORATION

Director

By:___

By:_____ Art Bishop

SAN BERNARDINO COUNTY

TRANSPORTATION AUTHORITY

Board President

Date:

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 below.

APPROVED AS TO FORM:

By:_

Julianna K. Tillquist General Counsel

CONCURRENCE:

By:

Shaneka M. Morris Procurement Manager

			Contract	Summary Sheet			16.g	
			General Cor	ntract Informatio	n			
Contract No:	19-1002187	Amendn	nent No.: 2					
Contract Class:	Payable		Department:	Pla	anning	_		
Vendor No.:	00604	Vendo	r Name: Cambrid	ge Systematics, Ir	nc.			
Description: SI	BCTA/SBCOG P	lanning	On-Call Services					
List Any Related Cont	tract Nos.:		19-100210)3, 19-1002185, 1	19-1002186, 19-10021	.88, 19-100	2189	
				ar Amount		·		
Original Contract		\$	150,000.00	Original Conting	gency	\$	-	
Prior Amendments		\$		Prior Amendme		\$	-	
Prior Contingency Re	leased	\$	-	Prior Continger	icy Released (-)	\$	-	
Current Amendment		\$	354,398.00	Current Amend	ment	\$	-	
Total/Revised Contra	act Value	\$	524,231.00	Total Continge	ncy Value	\$	-	
		Total L	Dollar Authority (Contract Value a	nd Contingency)	\$	524,231.0	
			Contract	Authorization				
Board of Directors	Date:		7/2022	Воа	-	Item :	# <u>8871</u>	
		Cor	tract Manageme					
Local	er Contracts	Profes	Sole Source? <u>No</u> <u>No Bu</u> essional Services (Non-A&E)			udget Adjustment N/A		
Local		FIDIE	-	ints Payable		N/A		
Estimated Start Date	: 7/10/	2019	Expiration Date		Revised Expiration	on Date:	6/30/2024	
NHS: N/A	QMP/			Prevailing Wage:	 	-		
	2	~··· <u> </u>			Total Contract Funding:	 Total (Contingency:	
_	ub- ask Object Rev	enue	PA Level Revenu	e Code Name	\$ 524,231.00	\$	_	
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200000000000000000000000000000000000000		05001			19,833.00		-	
		.00000		-	336,804.00 17,594.00			
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los	sh Lee				Steve Smith			
	ger (Print Nam			Task M	lanager (Print Name)			
Additional Notes:	Sei (Fiillt Ndill							

Additional Notes:

The CSS is reflective of awarded CTOs. Amendment is to increase the capacity for the 6 on-call planning contracts. The awarded amount w be determined at the time of CTO allocations.

Attachment: 19-1002187-2 (8871 : Amend On-Call Planning Contracts)

AMENDMENT NO. 2 TO CONTRACT 19-1002187

FOR

ON-CALL PLANNING SERVICES

(CAMBRIDGE SYSTEMATICS, INC.)

This Amendment No. 2 to Contract 19-1002187 is made by and between the San Bernardino Transportation Authority ("SBCTA") and Cambridge Systematics, Inc. ("CONSULTANT"), each of which may be referred to individually as "PARTY" and collectively as "PARTIES."

RECITALS:

- A. PARTIES entered into Contract 19-1002187 on July 10, 2019 ("CONTRACT") for the purpose of providing On-Call Planning Services; and
- B. PARTIES entered into Amendment No. 1 to CONTRACT, extending the period of performance through June 30, 2023, and increasing the Not-To-Exceed amount by \$2,219,000, for the purpose of providing On-Call Planning Services for the Regional Early Action Program ("REAP"); and
- C. SBCTA and CONSULTANT desire to extend the Period of Performance through June 30, 2024 and increase the Not-To-Exceed amount by \$2,126,390.
- D. Pursuant to SBCTA Contract 21-1002497 with Southern California Association of Governments ("SCAG"), the REAP Grant Agreement, SBCTA's consultants providing REAP services are required to provide insurance coverage to and indemnification of SCAG.

NOW, THEREFORE, in consideration of the above recitals, and the terms and conditions contained herein, SBCTA and CONSULTANT agree as follows.

- 1. SBCTA exercises its option in Article 2, <u>Contract Term</u>, extending the contract term through June 30, 2024.
- 2. The Not-To-Exceed Amount in Section 3.2 shall be Five Million, Five Hundred Forty Thousand, and Three Hundred Ninety Dollars (\$5,540,390).
- 3. Section 21.2.2 Additional Insurance Coverage, is deleted in its entirety and replaced with the following:

"21.2.2 Additional Insurance Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, to name San Bernardino County Transportation Authority, Southern California Association of Governments, and their officers, directors, members, employees, agents and volunteers, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for the Additional Insureds to vicarious liability, but shall allow coverage for the Additional Insureds to the full extent provided by the policy."

4. Section 22.2 of Article 22. Indemnity, is deleted in its entirety and replaced with the following:

"22.2 For all other Work, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by Indemnitee) and hold harmless SBCTA, SCAG, 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 for whom CONSULTANT is legally liable and for any costs or expenses incurred by SBCTA or SCAG 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."

- 5. CONSULTANT's obligations under Articles 21 and 22 extend to SCAG only for services related to the Regional Early Action Program (REAP).
- 6. Except as amended by this Amendment No. 2, all other provisions of the Agreement, as previously amended, shall remain in full force and effect and are incorporated herein by this reference.
- 7. This Amendment No. 2 is effective upon execution by SBCTA.

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

Attachment: 19-1002187-2 (8871 : Amend On-Call Planning Contracts)

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

CAMBRIDGE SYSTEMATICS, INC.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By:___

Steven A. Capecci Chief Operating Officer

Date:_____

By:_____ Art Bishop Board President

Date:

APPROVED AS TO FORM:

By:_

Julianna K. Tillquist General Counsel

CONCURRENCE:

By:

Shaneka M. Morris Procurement Manager

Contract Summary Sheet											
			Ge	eneral Con	tract Informati	on					
Contract No:	19-100	02188 Amer	ndment No.	: 2							
Contract Class:	Р	ayable	Depa	rtment:	Р	lanni	ng				
endor No.: 00982 Vendor Name: HDR Engineering, Inc.											
Description: SBCTA/SBCOG Planning On-Call Services											
_ist Any Related Co	ontract N	los.:	1	9-100210	3, 19-1002185,	19-1	002186, 19-100218	37, 19-1002	189		
				Dolla	ar Amount						
Driginal Contract		\$	5	50,000.00	Original Contir	ngenc	y	\$			
Prior Amendments	5	\$	1	9,833.00	Prior Amendm	ents		\$			
Prior Contingency	ı \$		Prior Continge	ncy R	eleased (-)	\$					
Current Amendme	nt	\$	35	354,398.00 Current Amendment				\$	-		
Total/Revised Con	tract Va				Total Continge			\$	-		
		Tot	al Dollar A		Contract Value	and (Contingency)	\$	424,231.0 8871		
			0 17 10000	Contract	Authorization						
Board of Directo	ors	ii aa	9/7/2022 Contract M	anagomor	Bo nt (Internal Pur	s Oply)	Item #	8871			
C)ther Cor			Sole Sol	-	pose		lget Adjustn	nent		
Local		ofessional S	onal Services (Non-A&E)					N/A			
	_			Accou	nts Payable						
Estimated Start Date: 7/10/2019) Expira	Expiration Date 6/30/2023			Revised Expiratio	n Date:	6/30/2024		
NHS: N/A		QMP/QAP:	N/A	Pi	revailing Wage:	_	N/A				
			РА			Tot	al Contract Funding:	Total Co	ntingency:		
Fund Prog Task	Sub- Task Ol	bject Revenue	Level	Revenue	Code Name	\$	424,231.00	\$	-		
GL: 1035 20 0404 GL: 6010 20 0404			05 00000000000000000000000000000000000				50,000.00 19,833.00		-		
GL: 2910 20 0404	.e	C	në				194,000.00				
GL: 6010 20 0404			ng				26,255.00 24,406.00				
GL: 4280 20 0404 GL: 20 0404	ເຊັ່ນການການການອື່ນການການການອັກການການອັກການການການການການ				ervices Needed		109,737.00				
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1	.âââ	Ē									
L	Josh Lee					Ste	ve Smith				
Project Ma		· · · · · · · · · · · · · · · · · · ·			Tack		ger (Print Name)				

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

The CSS is reflective of awarded CTOs. Amendment is to increase the capacity for the 6 on-call planning contracts. The awarded amount w be determined at the time of CTO allocations.

Attachment: 19-1002188-2 (8871 : Amend On-Call Planning Contracts)

AMENDMENT NO. 2 TO CONTRACT 19-1002188

FOR

ON-CALL PLANNING SERVICES

(HDR ENGINEERING, INC.)

This Amendment No. 2 to Contract 19-1002188, is made by and between the San Bernardino Transportation Authority ("SBCTA") and HDR Engineering, Inc. ("CONSULTANT"), each of which may be referred to individually as "PARTY" and collectively as "PARTIES").

RECITALS:

- A. PARTIES entered into Contract No. 19-1002188 on July 10, 2019 ("CONTRACT") for the purpose of providing On-Call Planning Services; and
- B. PARTIES entered into Amendment No. 1 to CONTRACT, extending the period of performance through June 30, 2023, and increasing the Not-To-Exceed amount by \$2,219,000, for the purpose of providing On-Call Planning Services for the Regional Early Action Program ("REAP"); and
- C. SBCTA and CONSULTANT desire to extend the Period of Performance through June 30, 2024 and increase the Not-To-Exceed amount by \$2,126,390; and
- D. Pursuant to San Bernardino Associated Governments ("SBCOG") Contract No. 21-1002497 with Southern California Association of Governments ("SCAG"), the REAP Grant Agreement, consultants providing REAP services are required to provide insurance coverage to and indemnification of SCAG.

NOW, THEREFORE, in consideration of the above recitals, and the terms and conditions contained herein, SBCTA and CONSULTANT agree as follows.

- 1. SBCTA exercises its option in Article 2, <u>Contract Term</u>, extending the contract term through June 30, 2024.
- 2. The Not-To-Exceed Amount in Section 3.2 shall be Five Million, Five Hundred Forty Thousand, Three Hundred Ninety Dollars (\$5,540,390).
- 3. Section 21.2.2 Additional Insurance Coverage, is deleted in its entirety and replaced with the following:

1

"21.2.2 Additional Insurance Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, to name San Bernardino County Transportation Authority, Southern California Association of Governments, and their officers, directors, members, employees, agents and volunteers, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for the Additional Insureds to vicarious liability, but shall allow coverage for the Additional Insureds to the full extent provided by the policy."

4. Section 22.2 of Article 22. Indemnity, is deleted in its entirety and replaced with the following:

"22.2 For all other Work, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by Indemnitee) and hold harmless SBCTA, SCAG, 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 for whom CONSULTANT is legally liable and for any costs or expenses incurred by SBCTA or SCAG 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."

- 5. CONSULTANT's obligations under Articles 21 and 22 extend to SCAG only for services related to the Regional Early Action Program (REAP).
- 6. Except as amended by this Amendment No. 2, all other provisions of the Agreement as previously amended shall remain in full force and effect and are incorporated herein by this reference.
- 7. This Amendment No. 2 is effective upon execution by SBCTA.

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

HDR ENGINEERING, INC.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By:___

Kip D. Field Senior Vice President By:____

Art Bishop Board President

Date:_____

Date:

APPROVED AS TO FORM:

By:__

Julianna K. Tillquist General Counsel

CONCURRENCE:

By:

Shaneka M. Morris Procurement Manager

			Contrac	t Summary Sheet			16.
			General C	ontract Informatio	n		
Contract No:	19-100218	9 Amend	ment No.: 3				
Contract Class:	Payat	ole	Department:	Pla	anning		
Vendor No.:	03053	Vendo	or Name: Dudek				
Description:	SBCTA/SBCC	DG Planning	g On-Call Services	5			
List Any Related C					19-1002186, 19-10021	87. 19-100	2188
				llar Amount			
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The CSS is reflective of awarded CTOs. Amendment is to increase the capacity for the 6 on-call planning contracts. The awarded amount w be determined at the time of CTO allocations.

Attachment: 19-1002189-3 (8871 : Amend On-Call Planning Contracts)

AMENDMENT NO. 3 TO CONTRACT 19-1002189

FOR

ON-CALL PLANNING SERVICES

(DUDEK)

This Amendment No. 3 to Contract 19-1002189 is made by and between the San Bernardino Transportation Authority ("SBCTA") and Dudek ("CONSULTANT"), each of which may be referred to individually as "PARTY" and collectively as "PARTIES".

RECITALS:

- A. PARTIES entered into Contract No. 19-1002189 on July 10, 2019 ("CONTRACT") for the purpose of providing On-Call Planning Services; and
- B. PARTIES entered into Amendment No. 1 to CONTRACT, extending the period of performance through June 30, 2023, and increasing the Not-To-Exceed amount by \$2,219,000, for the purpose of providing On-Call Planning Services for the Regional Early Action Program ("REAP"); and
- C. PARTIES entered into Amendment No. 2 to CONTRACT to require CONSULTANT to provide insurance coverage and indemnification for Southern California Association of Governments ("SCAG") for services performed by CONSULTANT related to SCAG's REAP Grant to San Bernardino Associated Governments; and
- D. SBCTA and CONSULTANT desire to extend the Period of Performance through June 30, 2024, and increase the Not-To-Exceed amount by \$2,126,390.

NOW, THEREFORE, in consideration of the above recitals, and the terms and conditions contained herein, SBCTA and CONSULTANT agree as follows.

- 1. SBCTA exercises its option in Article 2, <u>Contract Term</u>, extending the contract term through June 30, 2024.
- 2. The Not-To-Exceed Amount in Section 3.2 shall be Five Million, Five Hundred Forty Thousand, Three Hundred Ninety Dollars (\$5,540,390).
- 3. Except as amended by this Amendment No. 3, all other provisions of the Agreement, as previously amended, 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.

Attachment: 19-1002189-3 (8871 : Amend On-Call Planning Contracts)

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 below.

DUDEK, A CALIFORNIA CORPORATION

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By:___

Joe Monaco Chief Executive Officer

Date:_____

By:_____

Art Bishop Board President

Date:

APPROVED AS TO FORM:

By:__

Julianna K. Tillquist General Counsel

CONCURRENCE:

By:

Shaneka M. Morris Procurement Manager

Minute Action

AGENDA ITEM: 17

Date: September 7, 2022

Subject:

Regional Early Action Planning 2.0 Grant Applications

Recommendation:

That the following be approved by the Board of Directors, acting as the San Bernardino County Transportation Authority (SBCTA) and San Bernardino Associated Governments (SBCOG):

A. Authorize SBCTA/SBCOG staff to submit the following applications to the Southern California Association of Governments (SCAG) for the Regional Early Action Planning (REAP) 2.0 grants:

1. Senate Bill 743 Vehicle Miles Traveled Mitigation Crediting Program under the County Transportation Commission (CTC) Partnership Program.

2. First/Last Mile transit service enhancements at selected Metrolink stations under the CTC Partnership Program.

3. San Bernardino County Housing Trust Program under the Housing Supportive Infrastructure Program.

4. Tunnel to Ontario International Airport / West Valley Connector / Cucamonga Station Land Use Strategy under the CTC Partnership Program.

5. Other Supplemental Planning Work Left from REAP 1.0 under the Sub-regional Partnership Program 2.0.

B. Authorize the Executive Director, or his designee, to approve the scope of work and sign the applications that would eventually become part of the regional application being submitted by SCAG to the California Department of Housing and Community Development by the end of December 2022.

C. Authorize the Executive Director, or his designee, to negotiate and execute future Restricted REAP 2.0 Grant Agreements between SBCTA/SBCOG and SCAG to receive reimbursement grant funding, subject to approval as to form by General Counsel.

Background:

On July 7, 2022, the Southern California Association of Governments (SCAG) Regional Council (RC) adopted the Regional Early Action Planning Grant Program for 2021 (REAP 2021 or REAP 2.0) Program Development Framework. The REAP 2.0 was established by the state of California in the Fiscal Year 2021/2022 Budget to support transformative and innovative projects that implement a region's Sustainable Communities Strategy (SCS) and help achieve goals of more housing and transportation options that reduce reliance on cars. Approximately \$600 million is available statewide to support transformative and innovative projects, and the SCAG region's formula share is expected to be around \$246 million. Approximately 80 percent of these funds are from the Coronavirus State and Local Fiscal Recovery Funds (SLFRF), established as a part of the American Rescue Plan Act (ARPA), and the balance are State General Funds. These new funds will be provided as grants to regional entities, primarily metropolitan planning organizations (MPO) such as SCAG. All REAP 2.0 funds are to be obligated by June 2024 and expended by June 2026, with a final closeout report due June 2026.

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

The California Housing and Community Development Department (HCD) is the lead for the program and is working collaboratively with the Strategic Growth Council (SGC), Governor's Office of Planning and Research (OPR), and California Air Resources Board (CARB), to develop detailed guidelines for implementation.

SCAG staff is currently proposing three (3) main programmatic areas to distribute the \$246 million of REAP 2.0 funding. The program areas have been developed to closely resemble the draft HCD REAP guidelines. The three program areas include: 1) Early Program Initiatives – Connect SoCal Implementation Strategy that includes a Sub-Regional Partnership (SRP) Program, 2) County Transportation Commission (CTC) Partnership Program, and 3) Housing Supportive Infrastructure Program.

The proposed three (3) SCAG programmatic areas are aligned with the REAP 2.0 priorities. There are three (3) core objectives that every proposed project needs to address and meet:

- 1. Accelerating infill housing development, and
- 2. Reduce Vehicle Miles Traveled, and
- 3. Affirmatively Further Fair Housing.
- **1. Early Program Initiatives**: SCAG will expand certain existing programs in the Connect SoCal Implementation Strategy to offer additional support to cities in implementing Connect SoCal.
 - a. Sustainable Communities Program (SCP): The Call-for-Projects provides resources to local jurisdictions to conduct Greenhouse Gas / Vehicle Miles Traveled (GHG/VMT) reducing planning activities and demonstration projects with a nexus to housing production in the SCAG region.
 - b. Go Human: SCAG is seeking to expand local resources and toolkits to help cities, counties and community-based organizations promote safe walking and biking.
 - c. Regional Data Platform (RDP): SCAG seeks to partner with sub-regional agencies and other partners to expand support and training for local jurisdictions to use the RDP as well as provide additional features and functions to help further align local efforts with regional goals through performance dashboard features.
 - d. Sub-regional Partnership Program 2.0 (SRP2.0): SCAG will work with the sub-regional Council of Governments (COG) to develop a SRP Program similar to the SRP Program developed under REAP 1.0 but based on REAP 2.0 goals and objectives. SCAG staff has shared a set of draft guidelines with the sub-regional COGs with a funding level that was similar to REAP 1.0. (Approximately \$23 million). There will be a formula share of 12 percent allocated to San Bernardino COG (SBCOG) (\$2.76 million).
- 2. CTC Partnership Program: SCAG will develop a new partnership program with the region's six CTCs, to fund the development of plans, programs, pilot projects, and certain signature GHG/VMT reducing capital projects with a strong nexus to housing, consistent with the goals and objectives of REAP 2.0. SCAG staff has shared a set of draft guidelines with the CTCs with a funding level of around 40 percent of the total REAP allocated to SCAG. (Approximately \$100 million). There will be geographic "guidance" built into the program funding distribution, but not a formula share of the funding like the SRP.

San Bernardino Council of Governments San Bernardino County Transportation Authority

- **3. Housing Supportive Infrastructure Program** The Housing Supportive Infrastructure program builds on the concepts put forward in the Key Connections in Connect SoCal 2020, as well as current work funded through the REAP 1.0 program. This program will have 4 main priority areas:
 - a. Utilities to support housing development: Identify transformative programs to invest in the utilities (sewer, storm water, electric, broadband) needed to environmentally clear, entitle and ultimately build the housing needed to meet the region's 6th cycle Regional Housing Needs Assessment (RHNA) goals.
 - b. Housing Trust Funds: Support establishment of and investing in catalyst housing funds, regional or sub-regional housing trust funds, and revolving loan funds to leverage efforts to deliver affordable housing.
 - c. Preservation of expiring covenants and naturally occurring affordable housing: Target existing affordable housing with expiring covenants and develop programs to extend covenants and preserve these units as affordable.
 - d. *Technical Assistance: Through the outreach process, SCAG will identify additional technical assistance needs for cities, counties and other partners*. Technical Assistance may include programs to:
 - i. Help public agencies use their surplus land for affordable housing development,
 - ii. Continue land use planning efforts that implement 6th cycle Housing Elements,
 - iii. Ensure the region can secure grant funding for affordable housing development.

In response to the REAP 2.0 program framework and draft guidelines shared from SCAG, San Bernardino County Transportation Authority (SBCTA)/SBCOG staff currently has several projects that would fit and compete well within these three (3) program areas. On November 3, 2021, staff provided an update on the progress of the REAP 1.0 housing element technical assistance funding program. In that agenda item, staff shared a brief summary of each proposal currently included in this item. Staff noted that additional details on each of the concepts would be provided to the SBCTA Board of Directors (Board) as the REAP 2.0 guidelines are completed and SCAG program direction becomes clearer. Based on the current schedule of the REAP 2.0 shared with SBCTA/SBCOG, staff is bringing these proposals forward to be authorized by the Board to submit under the SCAG REAP 2.0 grant program.

It is important to note that more detail will be added for purposes of the actual applications to SCAG. A variation of these concepts may emerge as we get closer to the application deadline. Details of the applications will be developed and reviewed by staff familiar with the subject matter, under the oversight of the Executive Director. Specific funding requests are expected to total in the vicinity of \$45 million for all proposals combined; however, the final allocation of requests will be discussed with the Executive Director. The proposals below should not be considered a final set, as additional ideas may come to light over the next two (2) months. However, substantial outreach has occurred with local jurisdictions particularly with the VMT Mitigation Bank and the Housing Trust proposals, so that the core concepts will likely not vary significantly from what is seen here.

San Bernardino Council of Governments San Bernardino County Transportation Authority

1. SB 743 VEHICLE MILES TRAVELED (VMT) MITIGATION CREDITING PILOT PROGRAM – Proposal under the CTC Partnership Program

Overview

With the passage of Senate Bill (SB) 743 and adoption of VMT as the preferred California Environmental Quality Act (CEQA) transportation impact metric, project applicants (transportation and land use) that have identified significant VMT impacts are required to mitigate to the fullest extent feasible. SBCTA completed an initial countywide study on the implementation of SB 743 in 2020. This 'Phase 1' of implementation included resources for all jurisdictions in San Bernardino County (County) related to threshold options, a web-based screening tool, sample implementation documentation, and mitigation options. Subsequently, at the request of the member jurisdictions, SBCTA, in partnership with SCAG, have also completed a 'Phase 2' study to examine the potential of establishing a regional CEQA mitigation program for VMT impacts in the County.

A mitigation bank attempts to create a monetary value for VMT reduction on a per mile basis, such that a developer or an agency building a VMT-generating land use or transportation project could purchase VMT reduction credits already verified through an established program. The money exchanged for credits could be applied to individual, local, regional, or state VMT reduction programs or projects, such as housing specific projects included in a regional housing trust program. The SBCTA VMT mitigation pilot project uses a VMT reduction framework based on VMT-reducing mode choices individuals make for their commute trips (HBW or Home-Based Work trips), as measured against a verified individual baseline.

Project Need

Currently, as there are no regional-level mitigation programs that are operational in the state, all VMT mitigation must be attempted at the project level as on-site mitigations. To better understand how on-site mitigation costs may vary and how they compare to the mitigation costs of a regional program, SBCTA evaluated various on-site mitigation options in Phase 2. SBCTA then analyzed sample projects with potentially significant impacts to see what the mitigation cost would be using the potential mitigation costs per VMT. Based on the calculations and sample projects studied, potential cost of mitigation varies substantially by project location and type (active transportation infrastructure, vanpool program, transit pass subsidy, and telework program). However, based on the sample projects that were reviewed, on-site mitigations were generally far more expensive than the average cost of paying into a regional mitigation program. On-site mitigations are also much less likely to result in a significant VMT reduction. It was quite natural then for the SBCTA member jurisdictions to look toward having a regional mitigation option established for the county in addition to the onsite mitigation options for VMT increasing projects. A VMT Mitigation Bank provides the most cost-effective and feasible approach to reducing VMT since it deals with only the actual verified credits (i.e. VMT saved) rather than hypothetical future VMT reduction credits using modelling.

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Here are several of the on-site and regional VMT reduction mitigation measures evaluated in Phase 2:

- 1. VMT Reducing Transit Pass Programs
- 2. Vanpool Programs
- 3. Deployment of active transportation facilities
- 4. Telework Programs
- 5. Carpool and school pool programs and subsidies
- 6. Ridematch Programs or Shuttle Service Programs

Estimates were made as to the potential cost of mitigating the VMT increase from a hypothetical residential development in the High Desert to below the threshold of significance for CEQA purposes. The results showed that the cost per unit could vary widely depending on the type of mitigation applied. The range was from a low of approximately \$2,500 per unit to a high of \$47,000 per unit for the least efficient method tested. In other words, the cost of mitigation can be substantial. The most efficient methods identified were in the range of \$.05 to \$.08 per VMT and assuming that mitigation would occur over a period of 20 years, which is typical of CEQA analyses. Bicycle infrastructure was among the least efficient mitigation methods. Telework was generally the most efficient. It is unfortunate that, in a period of excessive housing costs, additional costs would be added. However, this has become California's policy since SB 743 was enacted in 2013. SBCTA/SBCOG have never endorsed this policy, nonetheless in seeking to streamline new development and transportation improvements, it becomes necessary to devise a least-cost burdensome mechanism for doing so.

Project Scope for REAP 2.0 Application

Subject to Board approval, SBCTA would develop a regional VMT mitigation bank using a mode-choice based framework, in which commuters would be paid for reducing their VMT, with telework as the initial regional mitigation measure. Initially, the program would focus on incentivizing individuals to earn VMT reduction credits by making choices to reduce their travel. After establishing a verified HBW trip "baseline," individuals who volunteer for the program can generate credits whenever they choose to telework for a particular day. The volunteers would need to live or work in the County. The verified VMT reduction credit would then be assigned an economic value and the volunteers would be paid a share of that value as an incentive for reducing their VMT. The purchased credit would be banked by SBCTA then sold to development projects or transportation projects that would need to reduce VMT impacts under CEQA. While telework would be the only program included in the bank initially, additional projects and programs already established under the Inland Empire (IE) Commuter Rideshare Program could be added in the future (e.g. choices to ride transit or vanpool/carpool).

Consistency with REAP Requirements

Three of the requirements for REAP 2.0 proposals to be consistent with the guidelines include:

- The proposal should be innovative, impactful, and transformative
- Should help to achieve housing goals through VMT reduction
- Should spur economic development in disadvantaged communities

The VMT Mitigation Bank pilot program is consistent with the REAP 2.0 guidelines in the following ways:

- Innovative, Impactful and Transformative: The proposed VMT Mitigation Bank is innovative/transformative in that it would incentivize the "trip-makers" to make modal choices that personally reduce their VMT. They will be paid as they accumulate credits relative to a baseline, and this pool of earned and verified credits can be sold in the VMT marketplace, with prices set based on supply/demand relationships. Under REAP Guidelines: *Transformative means "housing, planning, infrastructure investments supporting infill housing, and other actions that enable meeting housing goals that also result in per capita vehicle miles traveled reductions, including accelerating infill development, supporting residents through realizing multimodal communities, shifting travel behavior through reducing driving, and increasing transit ridership." From a transportation perspective, the proposed project would result in exactly the changes envisioned in the guidelines.*
- Achieving Housing Goals with VMT Reduction: One of the consequences of SB 743 is that it adds another challenge for the County in increasing housing production. The 6th Cycle RHNA allocated 138,110 new units to be planned in the County from 2021 2029. This is a monumental task, and SBCTA, in cooperation with local partners, are meeting this challenge to produce more housing while advancing the implementation of the VMT-reducing elements of the SCS head-on. This program aligns directly with the REAP objectives of reducing VMT: "Increase travel options to homes, jobs, and services that support multimodal communities and reduce the number and/or length of vehicle trips." Since the majority of the credit purchase will come from the housing sector, much of the proceeds will be slated to go back into the housing sector through the proposed San Bernardino County Housing Trust.
- **Spurs economic development in a disadvantaged community:** San Bernardino County has some of the most disadvantaged communities in the state. While the County has a growing employment base, it has traditionally operated as an outlying community that provided affordable housing for workers commuting to Los Angeles and Orange Counties. During COVID-19, some cities within the County saw an increase in their business activity as people who were able to telework stayed home. We expect to see similar benefits to local disadvantaged communities with implementation of the program, especially with our small business community.
- 2. FIRST/LAST MILE TRANSIT SERVICE ENHANCEMENTS AT SAN BERNARDINO COUNTY METROLINK STATIONS (Including Redlands Passenger Rail stations and Ontario-East Station) – Proposal under the CTC Partnership Program

Overview

In San Bernardino County, there are seven Metrolink stations on the San Bernardino Line (SBL) – Montclair, Upland, Rancho Cucamonga, Fontana, Rialto, San Bernardino Depot, and Downtown San Bernardino – and one station (Ontario) on the Riverside Line southeast of Ontario International Airport (ONT). There are four (4) more extended station areas through the

San Bernardino Council of Governments San Bernardino County Transportation Authority Board of Directors Agenda Item September 7, 2022 Page 7

soon to be operational SBCTA Redlands Passenger Rail Project (branded "Arrow Service"). The SBL is currently served by 30 trains per day (38 trains per day pre-pandemic) and the Riverside Line is served by seven (7) trains per day. The *Customer-Based Ridesharing and Transit Connectivity Study* (2018) examined several options for first/last mile connections between Metrolink stations and major nearby destinations. It also analyzed a possible shuttle connection from the Downtown San Bernardino Metrolink station (Transit Center) to downtown employers in the area.

Need

In Spring 2022, the SBCTA Board approved funding for two (2) shuttle services to provide first/last mile services in two locations: 1) from the Transit Center near downtown San Bernardino to buildings in downtown San Bernardino representing major workplaces and centers of government services, and 2) from the Cucamonga Metrolink station to Ontario International Airport (ONT). The selection of these locations was based on a working paper that examined primary destinations in proximity to Metrolink stations (but too far to walk) within each of the cities served by the SBL.

For example, the Transit Center accommodates a Metrolink station, Omnitrans bus routes, and routes from four (4) other operators. In addition, the Arrow Service will begin service in Fall 2022, with its west terminus at the Transit Center. Part of the ridership is projected to include downtown San Bernardino employment centers and services, the largest of which include the County, California Department of Transportation (Caltrans) District 8, and the Superior Court. The main County office is a 0.8 mile walk from the Transit Center and Caltrans and the courts are just slightly less; other County offices are slightly more. In the case of ONT, the SBL Cucamonga Station is the closest to the airport, but is four miles from the ONT terminals. This service will be provided by two (2) shuttle buses, timed to meet trains arriving and departing from Cucamonga Station. Both services will be using Compressed Natural Gas (CNG) buses.

A third primary candidate for first/last mile services is the Fontana Metrolink station. Major destinations in the vicinity of the station include a major regional hospital (Kaiser Medical Center), Fontana Civic Center, and multiple apartment complexes clustered along Sierra Avenue. While several transit routes serve activities along Sierra Avenue, none provide route continuity both north and south of the station. Route 61, with 20-minute peak headways provides connectivity between Metrolink and Kaiser Medical Center.

Scope

The purpose of the Fontana Metrolink First/Last Mile proposal is to provide timely connectivity to arriving and departing trains via a new zero-emission shuttle service. The route would connect the affordable housing communities near the rail station to other locations along Sierra Avenue that provide for medical needs, shopping, and government services. This would become part of a comprehensive system of first mile/last mile strategies to increase transit ridership around the Metrolink station areas, with the opportunity to replicate similar pilot programs in partnership with local jurisdictions and Omnitrans.

A pilot study approach for the shuttle would allow for a minimum 2-3-year period of shuttle operation. Funding participation from the employers would be sought as well, with SBCTA staff serving as initial interface with the employers. The use of a zero-emission vehicles will be pursued, leveraging REAP funds to access other vehicle purchase incentive programs. To increase ridership, it is also important to look at the land use/housing strategies around the station areas. The City of Fontana is in the process of updating its housing element. SBCTA will partner with them to create synergy between various transportation options and land uses for station area improvements as identified in the housing elements.

Consistency with REAP Principles

- **Provides efficient, zero-emission Transit Center access to/from the Metrolink transit system:** Metrolink is a regional rail system of over 500 miles, with 63 stations throughout the region with an additional nine miles and four stations under construction in San Bernardino County.
- Affirmatively Furthers Fair Housing: The San Bernardino County Metrolink stations are a hub for multiple public transportation systems and the City of Fontana is making excellent progress with Transit Oriented Development (TOD) near its rail station. In partnership with SBCTA, Omnitrans, and the local jurisdictions, locations for future land development to increase housing production in many of the station areas have been identified through the local jurisdiction housing elements that are consistent with the goals of the affirmatively furthering fair housing (AFFH).
- **Improves Place-Based Strategies to Encourage Revitalization**: As CalEnviroScreen indicates, for the most part, the SBL station areas are located in some of the most disadvantaged census tracts in the state. The Fontana station is no exception, and the program will dedicate funding in these disadvantaged/historically underserved communities to spur economic development in the community around the station areas.
- **Innovative, Impactful and Transformative**: The concept of "first mile/last mile" is certainly not new to the transportation planning sector. However, implementation of the program will bring visible changes with measureable outcomes in ridership.
- **Consistency and Timeliness in Spending**: The program proposal for the REAP 2.0 funding has been in development since 2018. The concept has been vetted through multiple stakeholders including Omnitrans who will operate the service and the jurisdictions who will implement a variety of non-transportation strategies.
- **Replicability**: As previously mentioned, the goal of the pilot programs here are to implement the programs and replicate it around other Metrolink station areas.

3. SAN BERNARDINO COUNTY REGIONAL HOUSING TRUST PROGRAM – Proposal under the Housing Supportive Infrastructure Program

Overview

In response to an increasing need for access to affordable housing across the County, the lack of sufficient funding to produce needed affordable housing, due in part to the dissolution of redevelopment, and an increased interest in solutions to comprehensively address regional housing needs, SBCTA/SBCOG is developing pathways for increased funding to support

San Bernardino Council of Governments San Bernardino County Transportation Authority housing-related programs. One such pathway is the establishment of a regional housing trust fund, which would serve as an additional funding mechanism to support housing programs.

Housing trust funds offer a great opportunity to increase housing supply in the County, California's once affordable residential outpost, now on the rise as an economic hub, but with shrinking housing opportunities. There are a variety of administrative structures for housing trusts, but the most impactful is the regional model. Given the limited capacity of local jurisdictions to devote resources to trust administration, and SBCOG's well-established role in the region, SBCOG is both qualified to and capable of administering a regional housing trust that would address regional housing needs while minimizing duplication of resources across the County.

In 2021, in response to increasing concern around the region's housing shortage, SBCTA's City/County Manager's Technical Advisory Committee (CCMTAC) expressed interest in exploring the feasibility of implementing a housing trust fund for the region. In response to the request of the CCMTAC, in January 2022, SBCOG released a Draft San Bernardino Regional Housing Trust White Paper that details the potential benefits, structures, and an assortment of relevant case studies regarding the formation of a Regional Housing Trust Fund. At the same time, SBCOG saw a funding opportunity being developed for the formation of a regional housing trust under the REAP 2.0 Program from HCD and SCAG. These events have created an opportunity to include an option for establishing a specific housing trust in the region and utilize existing staff resources and expertise related to the pursuit of regional grant funds to better connect housing with regional transportation efforts.

Staff is currently in the process of developing a report that provides a detailed overview and analysis of background information needed to formally establish the Housing Trust if the member jurisdictions would like to establish one in the County. The report will include a summary of all outreach and engagement conducted for the Housing Trust to-date, an assessment on housing needs within the County, an analysis of funding opportunities for funding programs of the Housing Trust, and inventory of existing, internal SBCTA/SBCOG mechanisms to manage a new Joint Powers Authority (JPA), and pipeline affordable housing developments in the County. The analyses will provide the foundation for the Administrative Plan of the Housing Trust, which will detail the purpose and structure, participating jurisdictions, administrative responsibilities, and program objectives of the Housing Trust. Ultimately, the Administrative Plan will be the main policy document that will need to be approved by a new JPA Board.

Scope

The Housing Trust can be established to tackle a variety of housing related issues in the region. With a regional trust fund structure, it can be used for the development and implementation of regional housing strategies to assist jurisdictions in implementing their 6th cycle Housing Elements; to assist in the rehabilitation, preservation, and production of affordable housing; and to implement solutions for assisting those experiencing homelessness in the region.

Housing trust activities are those implementation actions which the housing trust fulfills through the expenditure of funds. Activities can include, but are not limited to, new construction of affordable housing, predevelopment activities for affordable housing development, down

San Bernardino Council of Governments San Bernardino County Transportation Authority payment assistance for first-time homebuyers, gap financing for affordable housing developers, preservation or rehabilitation of existing affordable housing, land acquisition for development of affordable housing, and establishment of housing or services for those experiencing homelessness. Further, housing activities that a housing trust undertakes can serve a variety of housing needs. Those primary housing needs that have been identified for the Housing Trust include housing for middle-income earners or workforce housing, housing for lower-income households, housing for first-time homebuyers, and housing for those experiencing homelessness. Priority activities of the Housing Trust have been identified through outreach conducted for this effort and are detailed in this section.

Following is a summary of initial feedback received from the SBCOG member jurisdictions on the programs and strategies that can be established under the Housing Trust.

- Housing for those Experiencing Homelessness (High Priority)
- Housing Preservation and Rehabilitation (High Priority)
- Land Banking (High Priority)
- Gap Financing for Affordable Housing Developments (High Priority)
- Funds to Support Local Programs (High Priority)
- Provide Technical Assistance (High Priority)
- Workforce and Missing Middle Housing (Medium Priority)
- Community Land Trusts (Medium Priority)
- Coordination with Other Agencies and Organizations (Medium Priority)

Housing trusts use different forms of revenue to raise funds such as grants, loans, donations, taxes, and fees. Some housing trusts will receive a majority of their funding from one funding source, such as fees, but many seek out a variety of funding sources. Ensuring a variety of funding sources is advantageous for trusts, as it can increase flexibility in how funds may be expended and can help to better leverage funds for additional revenues. Currently, there are some state funding that the region is not receiving due to not having an established housing trust. For the REAP 2.0 grant funding, SBCOG staff will request funding for both administrative cost involved in establishing a Housing Trust, and program funding that will implement some of the identified priority projects to begin operation immediately following the establishment.

Need

In the County, housing is a substantial expense, reflecting the largest single monthly expenditure for many individuals and families. Quality housing is not affordable for everyone, and those with lower incomes are most likely to live in unhealthy, overcrowded, or unsafe housing conditions. Housing supply has not kept pace with population growth throughout the region. Instead, growth is being accommodated through increases in persons per household, resulting in household overcrowding. With a much higher demand (or need) for housing units than there is supply, both home and rental prices have increased to stymie the influx of interest. Significant portions of the County pay more than 30 percent of their gross income towards housing payments, and higher housing costs put lower income households at risk of living in substandard housing or of experiencing homelessness. Without a concerted effort to expand the affordable housing supply, increasing numbers of households will become unable to afford housing in the County as rents and housing prices continue to rise.

4. ALIGNING HOUSING PROJECTS ALONG ONTARIO INTERNATIONAL AIRPORT (ONT) LOOP/WEST VALLEY CONNECTOR/RANCHO CUCAMONGA STATION LAND USE STRATEGY – Proposal under the CTC Partnership Program

Overview & Scope

SBCTA is currently in the environmental stage with the construction of a new four-mile transit tunnel from the Cucamonga Station on the SBL to Terminals 2 and 4 at the ONT. The tunnel will have three (3) surface stations (the Cucamonga Station, and one adjacent to each ONT terminal). Passengers, employees, and visitors to ONT will be transported in rubber tire, zero-emission vehicles on an "on-demand" basis. The service will be initiated with human drivers; however, it will transition to an autonomous service once the technology becomes available. The tunnel will be built as a closed system to minimize trip times and maximize safety and efficiency. The expected travel time between the Cucamonga station and the ONT Terminals is approximately 7-8 minutes vs. 30 minutes using surface transit.

In addition, San Bernardino County's second Bus Rapid Transit (BRT) system, The West Valley Connector (WVC) is projected to start service in 2024. The 100% Zero-emission Bus Initiative project is 19 miles long. There will be 21 stations in Phase 1 that will provide a much- improved transit connection to Ontario International Airport (ONT) and help build transit connectivity by linking ONT, two Metrolink lines (San Bernardino and Riverside) and multiple major activity centers along the route including Ontario Mills and Victoria Gardens. Headways will be 10 minutes in the peak commute period and 15 minutes off-peak, providing a high level of service to the community.

Furthermore, the Cucamonga Station is developing into a major transit hub. Capacity of the SBL is anticipated to nearly double as infrastructure improvements are completed as part of the Southern California Optimized Rail Expansion (SCORE) Program, along with the planned Brightline West privately-funded electrified high-speed rail between Las Vegas and Cucamonga Station.

These new features around the Cucamonga Station have presented a number of housing opportunities near the station. SBCTA is currently discussing how to maximize REAP 2.0 funding related to the project with the City of Rancho Cucamonga. Potentially, the REAP 2.0 funds could be applied to specific future Transit Oriented Development (TOD) projects near the station, including a possible infill project.

Improves Regional Mobility

- **Provides efficient, zero-emission airport access to/from the regional Metrolink transit system.** Rancho Cucamonga is becoming a thriving multimodal center, likely serving as the southern terminus of the Brightline West high-speed rail service to Las Vegas in the near future.
- Fastest-growing commercial airport in the U.S. since transfer to local control in 2016. ONT is back on a growth track post-pandemic. An efficient connection to the regional transit network will increase convenience of access for many ONT passengers and employees from San Bernardino and Los Angeles Counties.

• **Supports CAPTI principles.** The ONT Tunnel and the Rancho Cucamonga Station area improvements support increased network connectivity across transit modes - commuter rail, high-speed rail, BRT, and local bus - multiplying the sustainability and accessibility benefits and increasing the potential for infill and TOD.

5. **OTHER SUPPLEMENTAL PLANNING WORK LEFT FROM REAP 1.0** – Proposal under the Early Program Initiative: SRP Program (Formula Funding)

Overview

Through funding from REAP 1.0, SBCOG was able to contract with consultants to assist cities within the County with housing element updates. During this process, SBCOG identified additional projects to better support jurisdictions with affordable housing-related outcomes as they move forward with implementation of the housing elements. Working with the member jurisdictions, SBCOG has developed the initial scope of work under the REAP 1.0 continuation program. However, since the program funding is distributed on a formula basis, the program will build in flexibility to account for new needs as jurisdictions implement programs identified in their respective housing elements.

List of Possible Program Areas

- 1. Assist in development of construction-level design plans for accessory dwelling units (ADU)
- 2. Provide ADU customizable design guidelines for jurisdictions
- 3. Assist jurisdictions with adoption of ADU ordinances
- 4. Create Engagement Team outreach required for housing elements for local jurisdictions, especially around issues surrounding AFFH
- 5. Collect data from housing non-profits to assist with future housing element updates
- 6. Develop Annual Progress Report (APR) submittal tracking form, land use implementation and updating RHNA site selection data base (Coordinate with SCAG Regional Data Platform)
- 7. Continue to provide staffing assistance on housing element implementation
- 8. Provide site analysis and develop procedural manual on implementing Surplus Land Act

Details - ADU Assistance:

REAP 2.0 funding will enable SBCOG to develop additional ADU construction plans to accommodate specific city needs. No two cities are alike, and housing construction needs differ, which requires different plan options to be developed. Design guidelines that can be customizable for each city will enable jurisdictions to pick and choose from a pallet of ready-to-go designs which will bring consistency and streamline to the review and permitting process. Additionally, many cities require assistance with the adoption of the ADU ordinances. Skilled consultants can provide much needed assistance to cities that do not have in-house capabilities to stay up-to-date on ordinances and the process of adoption as required by the state.

Community Engagement Assistance:

Within the requirements for housing elements, cities are now being asked to conduct community outreach to connect residents to resources for fair and affordable housing. Cities do not have the resources, budget or staff to conduct the required outreach multiple times per year. SBCTA will provide a core team of staff to provide outreach support to cities on a scheduled basis.

San Bernardino Council of Governments San Bernardino County Transportation Authority Board of Directors Agenda Item September 7, 2022 Page 13

The process by which the team conducts outreach, develops progress reports and creates forms for the housing element will be replicated for each city. Many of the SBCOG member jurisdictions have asked for assistance with community engagement during the 6th cycle Housing Element, especially in regards to outreach involving AFFH.

Data Collection:

SBCOG is required to provide housing data to include displacement and equity issues affecting cities. SBCTA will fund future data collection and reporting documents for AFFH in support of our jurisdictions as it will be a requirement every eight years based on the current Housing Element requirements.

Graphic Information System (GIS) Planning:

SBCOG will provide GIS and Database planning services as needed by jurisdictions.

Financial Impact:

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

Reviewed By:

This item was reviewed and unanimously recommended for approval with a quorum of the Board present at the Board of Directors Metro Valley Study Session on August 11, 2022. This item was also unanimously recommended for approval by the Mountain/Desert Policy Committee on August 12, 2022.

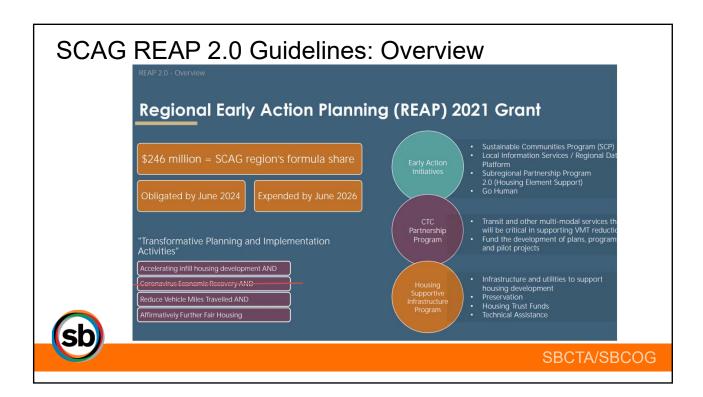
Responsible Staff:

Josh Lee, Deputy Director of Planning

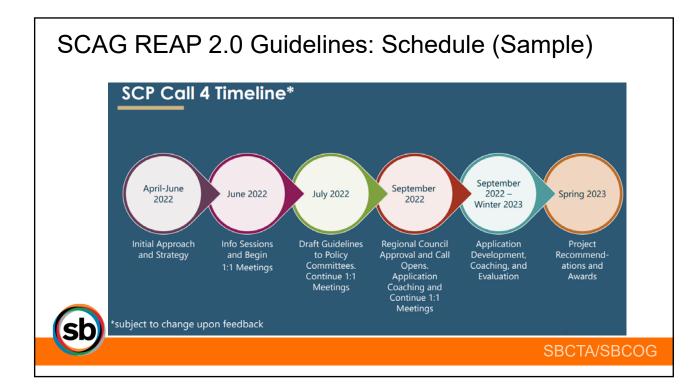
Approved Board of Directors Date: September 7, 2022

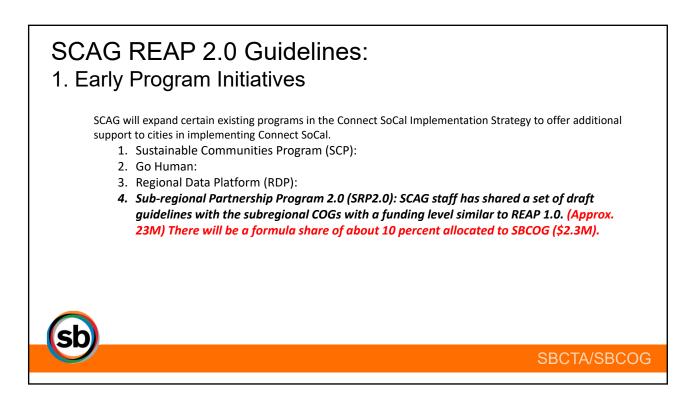
Witnessed By:





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SCAG REAP 2.0 Guidelines:

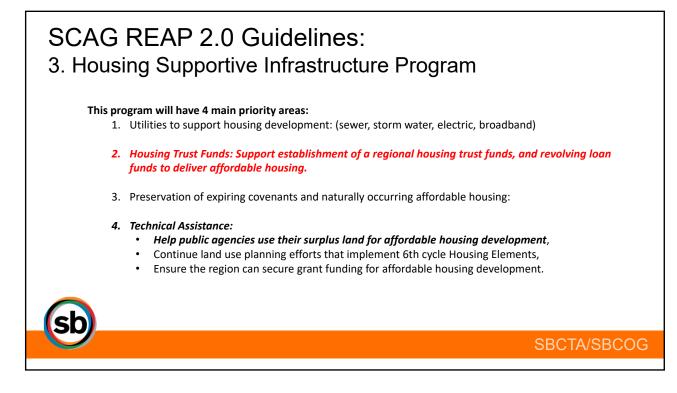
2. County Transportation Commission (CTC) Partnership Program

SCAG will develop a new partnership program with the region's County Transportation Commissions to fund programs and pilot projects with a strong nexus to housing

SCAG staff has shared a set of draft guidelines with the County Transportation Commissions (CTCs) with a funding level of around 40% of the total REAP allocated to SCAG. (Approx. \$100M of competitive funding)



SBCTA/SBCOG









- 'Phase 1' provided threshold options, screening tools, implementation documents, and mitigation options
- July 1, 2020 Board action: "Authorize staff to develop options for establishing a mitigation crediting system that would allow for quantification of the trip-reduction benefits of telework and other TDM options and the voluntary application of those credits to facilitate environmental mitigation of projects in San Bernardino County..."
- 'Phase 2' examine establishment of a regional CEQA mitigation program for VMT impacts in San Bernardino County.

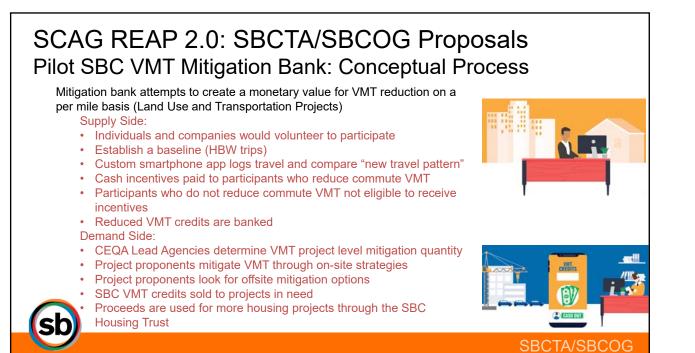


SBCTA/SBCOG





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VMT Mitigation Bank - Administrative Plan Components

Purpose and Program Guidelines	
\checkmark	
Marketing Plans and Strategies	
\checkmark	
Administrative Duties, Budgeting, and Schedule	
\checkmark	
VMT Supply/Demand Cost Structure (Participant Number)	
\checkmark	
VMT Tracking App Rules/Guidelines/Manual/User Agreement (Privacy)	
\checkmark	
Financial/Accounting Structure (Banking and Purchasing Guidelines)	
\checkmark	
Verification Process (Self-Verification)	
\checkmark	
Analysis of Other Transportation Mode Inclusion Strategy (Scale Up/Down)	
\checkmark	
Program Evaluation and Annual Reporting Structure	

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SCAG REAP 2.0: SBCTA/SBCOG Proposals First/Last Mile Transit Service Enhancements at SBC Metrolink Stations (Incl. RPRP and Ontario-East Station)

- San Bernardino County 11 Metrolink Stations
- Customer-Based Ridesharing and Transit Connectivity Study (2018)
- SBCTA/Omnitrans/Local Jurisdiction Partnerships San Bernardino Transit Center & Rancho Cucamonga Station
- Pilot shuttle service candidate: Fontana Station
- Feasibility and pilot program implementation at other Metrolink Stations with Omnitrans
- Look at Land Use/Housing Strategies around the Metrolink Station areas with Local Jurisdictions



SCAG REAP 2.0: SBCTA/SBCOG Proposals Ontario International Airport (ONT) Loop/Rancho Cucamonga Station Land Use Strategy

- SBCTA is currently in the environmental stage with the construction of a new four-mile transit tunnel from the Cucamonga Station to the Ontario International Airport (ONT)
- Connects airport passengers and employees to the 538-mile regional rail system and local transit service
- Cucamonga Station as a major transit hub
- ONT Loop, SBL Metrolink service improvements (SCORE) Program, Brightline West, West Valley Connector Bus Rapid Transit (BRT), and 6th Street Cycle Track
- Housing opportunities at the station Future TOD/Infill Developments
- SBCTA/Rancho Cucamonga City partnership



SBCTA/SBCOG

Packet Pg. 459

SCAG REAP 2.0: SBCTA/SBCOG Proposals San Bernardino County Regional Housing Trust

Overview

Need Exist – 1. Limited access to affordable housing, 2. Lack of sufficient funding to produce needed affordable housing, 3. Dissolution of redevelopment, 4. Increased interest in regional solutions by the member jurisdictions, 5. Growing issues of overcrowding, and 6. impacts lower income households harder

One of the Solution: Regional Housing Trust (provides additional funding for the region)

Right Timing:

- 1. Need and opportunity to increase housing supply exist
- 2. SBCOG can be used as the regional vehicle to administer the programs under the new JPA
- 3. Unique funding opportunity with REAP 2.0 from HCD and SCAG
- 4. Provides a unique linkage between SBCTA and SBCOG as pressure grows to integrate housing into transportation
- 5. SBCOG staff used REAP 1.0 funding to lay the ground work (SBC Regional Housing Trust Whitepaper, Jurisdictional Outreach, Other Housing Trust Outreach, and Started the draft Administrative Plan)



SBCTA/SBCOG

SCAG REAP 2.0: SBCTA/SBCOG Proposals San Bernardino County Regional Housing Trust

Activities

Following are initial feedback received from the SBCOG member jurisdictions on the programs and strategies that can be established under the Housing Trust.

- · Housing for those Experiencing Homelessness (High Priority)
- Housing Preservation and Rehabilitation (High Priority)
- Land Banking (High Priority)
- Gap Financing for Affordable Housing Developments (High Priority)
- Funds to Support Local Programs (High Priority)
- Provide Technical Assistance (High Priority)
- Workforce and Missing Middle Housing (Medium Priority)
- Community Land Trusts (CLTs) (Medium Priority)
- · Coordination with Other Agencies and Organizations (Medium Priority)



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SCAG REAP 2.0: SBCTA/SBCOG Proposals Other Supplemental Planning Activities Left from REAP 1.0

List of Possible Program Areas

- 1. Assist in development of construction-level design plans for Accessory Dwelling Units (ADUs)
- 2. Provide ADU customizable design guidelines for jurisdictions
- 3. Assist jurisdictions with adoption of ADU ordinances
- 4. Create Engagement Team outreach required for housing elements for local jurisdictions, especially around issues surrounding Affirmatively Furthering Fair Housing (AFFH)
- 5. Collect data from housing non-profits to assist with future housing element updates
- 6. Develop APR submittal tracking form, land use implementation and updating RHNA site selection data base (Coordinate with SCAG Regional Data Platform)
- 7. Continue to provide staffing assistance on housing element implementation
- 8. Provide site analysis and develop procedural manual on implementing Surplus Land Act



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Minute Action

AGENDA ITEM: 18

Date: September 7, 2022

Subject:

Bi-Annual Fiscal Year 2021/2022 Railroad Right-of-Way Grants of Right of Use Report

Recommendation:

Receive and file the second half of Fiscal Year 2021/2022 (January through June 2022) Right-of-Way Grants of Right of Use Report.

Background:

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

Attachment A reports the Grants of Right of Use issued, amended, denied, and/or terminated in the second half of Fiscal Year 2021/2022 in accordance with the reporting requirements of Policy 31602, Part IX, Section H.

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget. Presentation of the Bi-Annual Right-of-Way report demonstrates compliance with the Rail Property Policy No. 31602.

Reviewed By:

This item was received by the Transit Committee on August 11, 2022.

Responsible Staff:

Ryan Aschenbrenner, Right of Way Manager

Approved Board of Directors Date: September 7, 2022

Witnessed By:

Attachment A

Bi-annual Fiscal Year 2021-2022 (January to June 2022) Right-of-Way Grants of Use Report

Action	Vendor Name	Contract No.	Agreement Type	Minute Traq Item	Linked	Executed	Term	Application Fees	Annual Admin	Use Fee	Amendment or	Waived Fees	Type Fees Waived	Waived Fee Comments
					Agreements	Date			Fees		Extension Fees			
Issued	Frontier California Inc.	21-1002611	Master License	7657	n/a	1/26/2022	Month to Month	\$ 2,230	\$ 1,200	\$-	\$-	\$ 2,371	Use Fee	Use Fee Waived for
			Agreement											Telecom Uses within
														public streets.
Issued	City of Fontana	22-1002714	License	8059	n/a	4/28/2022	Month to Month	\$ 2,230	\$ 1,200	\$-	\$-	\$-	n/a	n/a
			Agreement											
Issued	Optimum, Inc.	22-1002773	Master Right of	8307	n/a	1/25/2022	1/25/2023	\$-	\$-	\$-	\$-	\$-	n/a	Master Right of Entry
			Entry Permit											Permit has no fees.
Amended	Spectrum Pacific West LLC	19-1002116	License	7840	n/a	2/28/2022	Month to Month	\$-	\$-	\$-	\$ 560	\$ 2,768	Use Fee	Use Fee Waived for
			Agreement											Telecom Uses within
														public streets.
Grand Total								\$ 4,460	\$ 2,400	\$-	\$ 560	\$ 5,139		

Minute Action

AGENDA ITEM: 19

Date: September 7, 2022

Subject:

San Bernardino County Multimodal Transportation Quarterly Update

Recommendation:

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

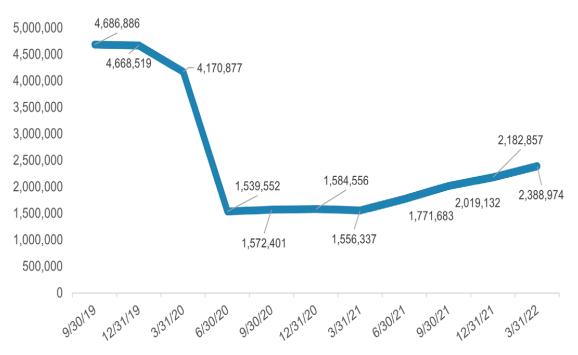
Background:

Multimodal services are an important part of how people travel throughout San Bernardino County. This is reflected in projects and programs the San Bernardino County Transportation Authority (SBCTA) is currently constructing and managing, as well as its involvement with the transit operators and the Southern California Regional Rail Authority (SCRRA). Although SBCTA's primary responsibility to the operators is to allocate funding, SBCTA is still required to be tuned in to the trends and statistics of its operators. To help facilitate this, as well as keeping the SBCTA Transit Committee and Board of Directors apprised of this information, SBCTA staff, in consultation with the transit operators, SCRRA and AMMA Transit Planning, created the San Bernardino County Multimodal Transportation Quarterly Report (Report).

The primary source of data used in the Report is from TransTrack. TransTrack is a county-wide transit performance software that the San Bernardino County (County) transit operators, except SCRRA, use to provide operations and financial data on a monthly basis. This allows SBCTA to pull data reports independently from the transit operators. The other sources of data for this report came from SBCTA's rideshare program database and transit operators' staff as well as their respective Board of Directors agenda reports. This allows for collaboration between SBCTA staff and the operators' staff to ensure that an accurate picture is being presented. SCRRA data is collected directly from SCRRA staff and reviewed as part of the SCRRA Member Agency Advisory Committee (MAAC) activities. SBCTA is working with SCRRA on adding access to Arrow Service data through TransTrack for consistency. Development of this component in TransTrack is underway and will be ready when revenue service begins in Fall 2022.

The purpose of the Report is to identify the range of public transportation options available, provide high level information about services, and report on current initiatives being worked on by the operators and SBCTA. It also tracks key performance indicator trends. Attached is the third quarter report for Fiscal Year (FY) 2021/2022 which encompasses data beginning January 2022 through March 2022. The previous quarters have been included to reflect the continuing growth in the county.

Overall, the County's public transit operators provided 2.4 million trips in the third quarter of FY 2021/2022, or 206,000 more trips than the previous quarter (Exhibit 2). This represents a 9% increase from the second quarter of FY 2021/2022.





Among the large transit operators, the trends of the second quarter continued. Metrolink saw steady growth: In January through March, Metrolink provided 444,500 trips on the San Bernardino and Inland Empire Orange County Lines, a 12% increase over the 398,000 trips provided in the second quarter. Omnitrans provided 1.25 million trips, over 3,000 more trips than the previous quarter, continuing the trend of slight growth. Victor Valley Transit Authority (VVTA) continued to see a ridership loss as it continues to seek new drivers and restore services that had been reduced early in the pandemic. Ridership for VVTA dropped by 18% in the third quarter, from 175,387 to 144,655.

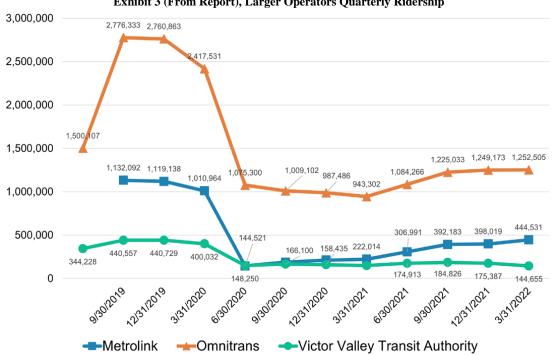
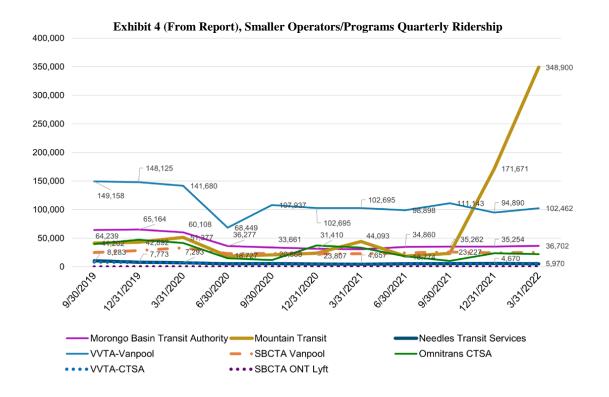


Exhibit 3 (From Report), Larger Operators Quarterly Ridership

For San Bernardino County's smaller operators, Mountain Transit secured the largest gains from its free expanded trolley service on all fixed routes and Dial-A-Ride in Big Bear, as well as by providing transportation for Big Bear Mountain Resorts. During the third quarter, Mountain Transit provided almost 350,000 trips, a 103% increase from the second quarter. Overall, the Consolidated Transportation Services Agency (CTSA) programs (Omnitrans and VVTA) provided 22,200 trips that could not be served by traditional public transit programs during this reporting period.

Among the vanpool programs, SBCTA's San Bernardino (SB) Loop vanpool program added three vanpools for 6% growth and a total of 55 vanpools. VVTA's program lost three vanpools, for a total of 171. Passenger miles grew by 6%; however, with VVTA's vanpools traveling 1.2 million miles in the third quarter.

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Current Initiatives

Inland Empire (IE) Commuter Launches \$5/Day Rideshare Incentive

SBCTA, in partnership with Riverside County Transportation Commission (RCTC), announced IE Commuter's new \$5/Day rideshare incentive program, which started in April 2022. The program gives both new and returning commuters in both counties a chance to earn up to \$125 in gift cards for logging their rideshare trips. IE Commuter is reinvigorating work commutes and providing an opportunity to reach new audiences, as well as reengage those previously enrolled in IE Commuter programs. Participants can earn \$5/day for commuting to work via ridesharing in a 90-day period. A participating commuter must carpool, vanpool, use public bus or commuter rail, walk or bicycle to a participating employer's worksite for a minimum of five (5) workdays a month to qualify.

Metrolink Rebrands to Highlight Regional Connectivity

In 2019, the Metrolink Board of Directors authorized funding for a Rebrand Exploration Project to assess the strength of the Metrolink brand and recommend strategies to make the brand more appealing to a broader base of consumers. Through a series of workshops, outreach and focus groups involving the public, staff recommended the logo below to kick start the rebranding of Metrolink. This logo is unique in that it emphasizes the word "LINK" and demonstrates its commitment to connectivity by using a uniquely styled "O" in the middle of the word. Metrolink's evolution includes positioning the agency from "commuter rail" to "regional passenger rail." The refreshed Metrolink brand now invites riders to use the service for more than just the traditional commute. The new logo was adopted at the June 24, 2022, SCRRA Board of Directors meeting.

San Bernardino County Transportation Authority



Morongo Basin Transit Authority (MBTA) Rebrands as Basin Transit

In preparation for the delivery of several new buses, the MBTA Board of Directors updated the systems brand to be more current, vibrant and distinct. General Manager Cheri Holsclaw and Transit Marketing LLC worked closely with the MBTA Board members to craft a brand that simplified and updated the system's name, logo, and vehicle graphics, while maintaining a strong connection to the desert environment of the Morongo Basin.

Starting this fall, MBTA will become Basin Transit. The new system logo, a distinctive stylized lizard, will communicate motion, quickness, and a tie to the desert landscape.



Lastly, the SBCTA vanpool program, SB Loop, has begun to generate Federal Transit Administration (FTA) Section 5307 funding. The SB Loop vanpool program started in 2018 for the purpose of providing San Bernardino County commuters (outside the Victor Valley and Barstow area) a local vanpool program. One of the benefits of the SB Loop program is to return new FTA Section 5307 revenues to this County. The San Bernardino "passenger miles traveled" reported by vanpoolers now exceed 1 million per quarter. These miles are used in calculating the region's share of FTA Section 5307 revenues, and pay both for the vanpool program and help offset other public transit expenses. The passenger miles traveled from SB Loop in FY 2019/2020 and FY 2020/2021 generated \$313,000 in FY 2020/2021 and \$801,000 in FY 2021/2022. SB Loop is expected to see continuing new revenue through FY 2022/2023 as the project expands and passenger miles traveled grow.

Financial Impact:

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

Reviewed By:

This item was received by the Transit Committee on August 11, 2022.

Responsible Staff:

Nancy Strickert, Transit Manager

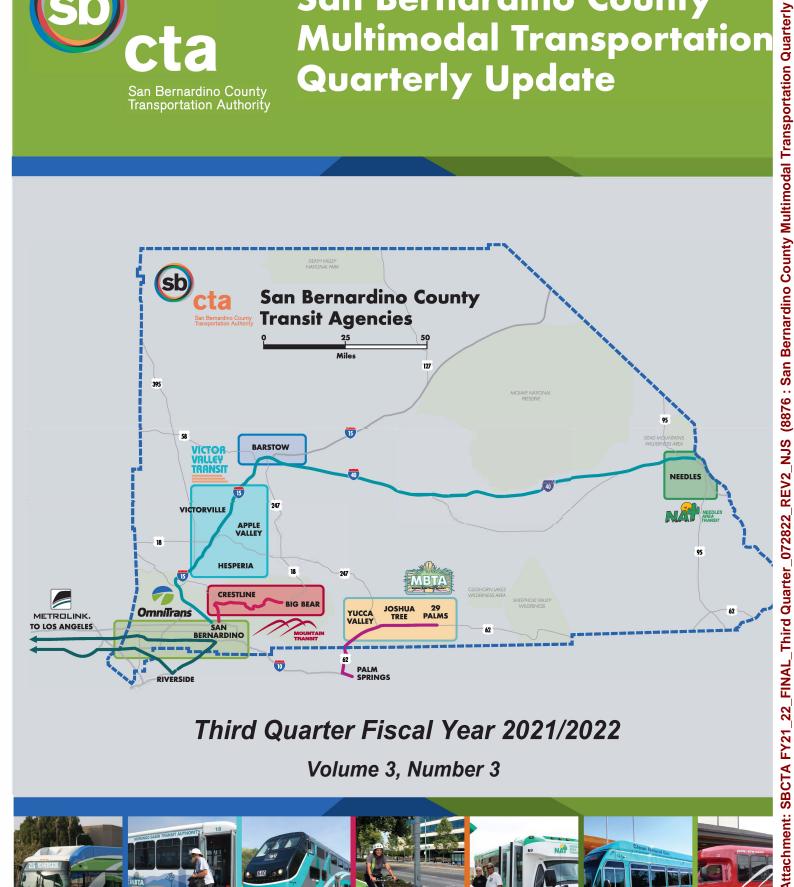
Approved Board of Directors Date: September 7, 2022

Witnessed By:



San Bernardino County Transportation Authority

San Bernardino County **Multimodal Transportation Quarterly Update**



Third Quarter Fiscal Year 2021/2022 Volume 3, Number 3



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SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT

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19.a San Bernardino County Multimodal Transportation Quarterly Report

Introduction

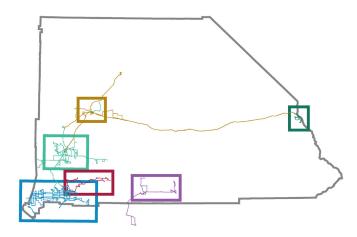
Quarterly Comparisons

San Bernardino County Transportation Authority (SBCTA) presents two quarters in the current fiscal year of transportation provision in this iteration of the SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT (Volume 3, Number 3). This picture during Fiscal Year 2021/2022 (FY 21/22) documents very recent trends of the third quarter (January, February and March) and contrasts experience with the second quarter (October, November and December) of FY 20/21 and the prior year. Current initiatives by the operators to grow ridership are also reported.

This report has two primary purposes in informing San Bernardino County policy makers, members of the general public and interested stakeholders:

- 1. To provide high-level information about specific transportation services and programs available.
- 2. To report on current initiatives and to track trends in key performance indicators.

Exhibit 1, San Bernardino County Public Transit Bus Operators



The County's Public Transportation Modes and Programs

San Bernardino County is served by six public transit operators, providing rail, fixed-route bus services, microtransit and Americans with Disabilities Act (ADA) complementary paratransit services. The five bus operators are depicted in Exhibit 1.

- **Metrolink –** Providing passenger rail service across a 538-mile network throughout the counties of Los Angeles, Orange, Riverside, San Bernardino and Ventura.
- **Omnitrans** Providing services in the San Bernardino Valley, connecting to Riverside and Los Angeles counties.
- Victor Valley Transit Authority (VVTA) Providing services in the Greater Victor Valley and the Barstow area, connecting to the San Bernardino Valley.

• Morongo Basin Transit Authority (MBTA) – Providing services in Twentynine Palms, Yucca Valley, Joshua Tree and the Morongo Valley communities, connecting to the Coachella Valley.

• **Mountain Transit** – Providing services in the Lake Arrowhead and Big Bear communities, connecting to the San Bernardino Valley.

• **Needles Area Transit Services –** Providing service within the City of Needles and limited connections into Arizona.

Four additional modes of transportation support San Bernardino County residents:

- Consolidated Transportation Service Agencies (CTSAs) programs – Specialized transportation operated and administered by Omnitrans and VVTA.
- Vanpool programs operated by SBCTA and VVTA.

• **IE Commuter –** A Rideshare program of SBCTA and RCTC.

• **SBCTA's ONT Lyft –** This Lyft subsidy program connects Metrolink stations with Ontario International Airport. This program was terminated after January 31, 2022.

19.a San Bernardino County Multimodal Transportation Quarterly Report

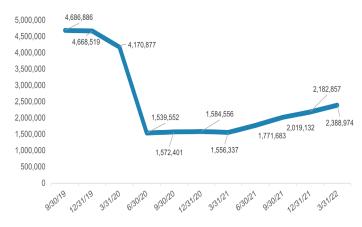
Attachment: SBCTA FY21_22_FINAL_Third Quarter_072822_REV2_NJS(8876:San Bernardino County Multimodal Transportation Quarterly

Commentary

Ridership Continues to Rebound

The third quarter of FY 21/22 saw consistent ridership growth among San Bernardino County's operators and their various programs. Together, operators provided nearly 2.4 million trips, a 9% increase, or 206,000 more trips, from the almost 2.2 million trips provided in the previous quarter (Exhibit 2).

Exhibit 2, Countywide Quarterly Ridership Total, All Transit Modes



Among the large transit operators, the trends of the second quarter continued (Exhibit 3). Metrolink saw steady growth: In January through March, Metrolink provided 444,500 trips on the San Bernardino and Inland Empire Orange County Lines, a 12% increase over the 398,000 trips provided in the second quarter. Omnitrans provided 1.25 million trips, over 3,000 more trips than the previous quarter, continuing the trend of slight growth.

Victor Valley Transit Authority saw ridership losses as it continued working to hire new drivers and restore schedules that has been reduced early in the pandemic. Ridership dropped by 18% in the third quarter, with 30,700 fewer trips provided than the second quarter.

For San Bernardino County's smaller operators ridership also continued to trend upward (Exhibit 4). Mountain Transit secured the largest gains from the success of its free expanded trolley service on all fixed routes and Dial-A-Ride in Big Bear, as well as by providing transportation for

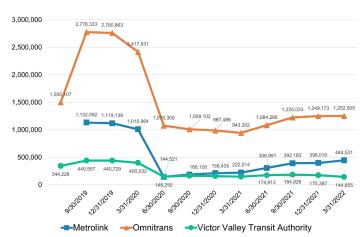


Exhibit 3, Larger Operators' Quarterly Ridership

Big Bear Mountain Resorts. During the third quarter, Mountain Transit provided almost 350,000 trips, a 103% increase from the second quarter.

While most of Omnitrans' CTSA programs have returned to their regular service, not all are operating at prepandemic levels and some provided fewer trips this quarter than in the second quarter. Ridership did increase or remain consistent for six programs. Overall, the CTSA programs provided 22,200 trips that could not be served by traditional public transit programs during this reporting period.

VVTA's CTSA programs also saw small losses, providing 1% fewer trips during the third quarter.

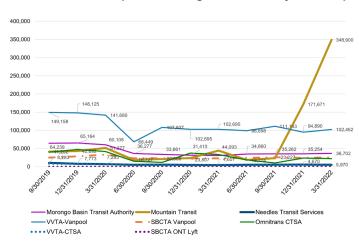
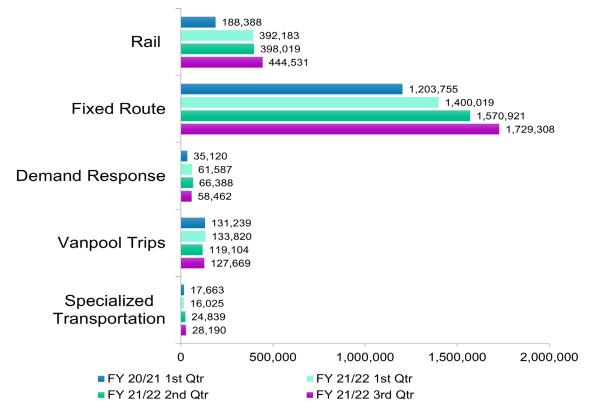


Exhibit 4, Smaller Operators'/Programs' Quarterly Ridership

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Exhibit 5, Quarterly Ridership by Mode



Change remained slow, but promising, among the vanpool programs. SBCTA's SB Loop vanpool program added three vanpools for 6% growth and a total of 55 vanpools. VVTA's program lost three vanpools, for a total of 171. Passenger miles grew by 6%, however, with VVTA's vanpools traveling 1.2 million miles in the third quarter.

These patterns of change are reflected in overall trips by mode (Exhibit 5). Total fixed-route trips increased to 1.72 million trips, a 10% increase between the second and third quarters

in this fiscal year. Metrolink's ridership grew by 12% in this two-quarter comparison. Demand response programs overall lost ridership in the third quarter, providing almost 12% fewer trips, or 58,400 trips overall. Despite some losses in vanpools, trip-making increased overall by 7%. Specialized transit saw an overall increase, with 13.5% more trips provided in the third quarter than during the second quarter.

19.a San Bernardino County Multimodal Transportation Quarterly Report

Current Initiatives

Good News for Transit Programs

As public transit operators work toward recovery, many are introducing new incentives, new programs or rebranding as an approach to reach new riders. This section reports on the good news of funding victories and exciting initiatives recently introduced by several County operators.

SBCTA VANPOOL PROGRAM GENERATES NEW REVENUE

The SB Loop vanpool program started in 2018 for the purposes of providing San Bernardino Valley commuters with a local vanpool initiative similar to the one available to Victor Valley residents. Previously, San Bernardino Valley travelers had to use vanpool programs originating in Orange County or Los Angeles County. The second benefit of the SB Loop program is to return new Federal Transit Administration (FTA) Section 5307 revenues to this County. The San Bernardino "passenger miles traveled" reported by vanpoolers now exceed 1 million per quarter. These miles are used in calculating the region's share of FTA Section 5307 revenues and pay both for the vanpool program and help to offset other public transit expenses.

The passenger miles traveled from SB Loop in FY 19/20 and 20/21 generated \$313,000 in FY20/21 and \$801,000 in FY21/22. The SB Loop is expected to see continued new revenue through 22/23 as the project expands and passenger miles traveled grow.

IE COMMUTER LAUNCHES \$5/DAY RIDESHARE INCENTIVE

The Riverside County Transportation Commission (RCTC), in partnership with SBCTA, announced IE Commuter's new \$5/Day rideshare incentive program (Exhibit 6). Starting in early April 2022, the program gives both new and returning commuters in both counties a chance to earn up to \$125 in gift cards for logging their rideshare trips.

Through this and other incentive programs, IE Commuter is reinvigorating work commutes and providing an opportunity to reach new audiences, as well as reengage those previously enrolled in IE Commuter programs.

In 2022, participants can earn \$5/day for commuting to work via ridesharing in a 90-day period. A participating commuter must carpool, vanpool, use public bus or commuter rail, walk or bicycle to a participating employer's worksite for a minimum of five workdays a month to qualify.

To help reduce traffic congestion, \$5/Day expands eligibility to residents of Eastern Riverside County, as well as Los Angeles, Orange, San Diego and other neighboring counties who work in Riverside County or San Bernardino County through October 18, 2022, or while funding is available.

More information is available at IECommuter.org or 1-866-RIDESHARE (866-743-3742).

Exhibit 6, IE Commuter Informational Handout



METROLINK REBRANDS TO HIGHLIGHT REGIONAL Connectivity

In 2019, the Metrolink Board of Directors authorized funding for a Rebrand Exploration Project to assess the strength of the Metrolink brand and recommend strategies to make the brand more appealing to a broader base of consumers. While this project was vital to enabling Metrolink to increase its ridership in 2019, it has been even more important as the agency works to grow ridership in the pandemic/post-pandemic environment.

Exhibit 7, Metrolink's Newly Adopted Logo



SBCTA

19.a San Bernardino County Multimodal Transportation Quarterly Report

Through a series of workshops, outreach and focus groups involving the public, staff recommended the logo in Exhibit 7, to kick start the rebranding of Metrolink. This logo is unique in that it emphasizes the word "LINK" and demonstrates its commitment to connectivity by using a uniquely styled "O" in the middle of the work. This is an important element in showing who and what Metrolink stands for, which is regional connectivity. Metrolink's evolution includes positioning the agency from "commuter rail" to "regional passenger rail." The refreshed Metrolink brand now invites riders to use the service for more than just the traditional commute — including leisure travel. The new logo was adopted at the June 24, 2022, Board meeting and will go into effect October 2022.

Morongo Basin Transit Authority Rebrands as Basin Transit

In preparation for the delivery of several new buses, the Morongo Basin Transit Authority Board of Directors wished to update the systems brand to be more current, vibrant and distinct. General Manager Cheri Holsclaw and Transit Marketing LLC worked closely with the Board members to craft a brand that simplified and updated the system's name, logo and vehicle graphics, while maintaining a strong connection to the desert environment of the Morongo Basin.

Exhibit 8, MBTA's New Logo and Brand: Basin Transit



Exhibit 9, Mock Up of Basin Transit New Vehicle Wrap



Starting this fall, Morongo Basin Transit Authority (MBTA) will become Basin Transit. The new system logo — a distinctive stylized lizard — will communicate motion, quickness and a tie to the desert landscape (Exhibit 8). The new vehicle graphics will be bright and distinctive, building visibility and awareness for Basin Transit's services (Exhibit 9).

Reach Out Morongo Basin Earns Perfect Score on FTA §5310 Grant Application

In January 2022, Caltrans released applications for the FTA Section 5310, Enhanced Mobility of Seniors and Individuals with Disabilities grant program. The application cycle closed in March 2022, with a total of 11 applications being submitted by San Bernardino County agencies for a total request of almost \$3.3 million for capital and operating expenses. Following evaluation and scoring in May, eight applications were selected for funding in San Bernardino County. Selected projects total \$1.6 million in funding for large-urban and rural areas. San Bernardino County's own Reach Out Morongo Basin (ROMB) was the only applicant in the State of California to receive a perfect score of 100 points on their application.

The ROMB transportation program is a coordinated partnership between ROMB and the Morongo Basin Healthcare District (MBHD), where door-to-door and doorthrough-door shared ride services are provided for local and long-distance medical trips, and accessible transport for shopping, senior centers, social services appointments and other quality-of-life destinations at no-cost. The ROMB and MBHD transportation service is essential to residents in the Morongo Basin by filling gaps and providing service beyond the existing MBTA service area.

The County's specialized transit programs currently receiving FTA §5310 funds are included in this Quarterly Report for the first time. Recipients include Reach Out Morongo Basin, presented with the MBTA data on page 12 and Victor Valley Community Services Council, presented with VVTA CTSA data on page 10.

Additionally, several specialized transit programs receive local measure dollars as well as FTA §5310 funds. These programs are identified on their respective CTSA pages.

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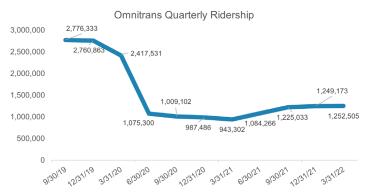


Connecting Our Community.

Commentary and Trends

Omnitrans' ridership grew slightly during the third quarter. They provided a total of 1.25 million trips between their fixedroute and demand response services. Demand response trips grew most, with 2% more trips provided than in the prior quarter.

Revenue hours and miles dropped compared to the second quarter, 4% and 6%, respectively. There was a slight increase in operating costs, up 2% from the second quarter.



Performance¹

	2nd Quai	ter (Oct-Nov-De	ec)	3rd Quarter (Jan-Feb-Mar)
	Prior Year FY 20/21	Prior Quarter FY 21/22	% change	Current Year FY 21/22	% change from 2nd Quarter
YSTEM Total Passenger Trips	987,486	1,249,173	27%	1,252,505	0%
Fixed-Route Trips Demand Response Trips	972,085 15,401	1,220,702 28,471	26% 85%	.,,	0% 2%
YSTEM Performance					
Revenue Hours Passengers per Rev Hour	125,626 7.9	134,805 9.3	7% 18%	129,800 9.6	-4% 4%
Revenue Miles Passengers per Rev Mile	1,706,327 0.58	1,874,715 0.67	10% 15%	1,762,485 0.71	-6% 7%
Passenger Miles Average Trip Length (miles)	5,587,185 5.66	6,777,279 5.43	-18% -4%	6,773,459 5.41	0% 0%
PERATIONS Expense Total Operating Cost Passenger Revenue Farebox Recovery Ratio Systemwide	\$18,055,205 \$3,882,571 21.5%	\$18,456,152 \$4,352,789 23.6%	2% 12% 10%	\$3,995,666	2% -8% -10%
Subsidy per Pass Trip Systemwide Fixed-Route Cost per Trip Demand Response Cost per Trip	\$14.35 \$16.23 \$147.83	\$11.29 \$13.09 \$86.95	-21% -19% -41%	\$11.84 \$13.05 \$92.45	5% 0% 6%
EET Characteristics					
Vehicles in Peak Service Fixed-Route Demand Response Total Vehicles in Peak Service	(Includes sbX) 94 39 133	98 40 138		(Includes sbX) 93 40 133	
Service Area Square Mileage Vehicles per Square Mile	463 0.29	463 0.30		463 0.30	
MNITRANS FAMILY of Services					
Bus Rapid Transit Route Express Fixed-Routes High-Frequency Routes (15 minutes) Local Fixed-Routes Community Circulators (OmniRide)	Green Lir 215, 2 Non 24 rou 4 rou 2 OmniRide se	290 e* ites ies		Green Line/sbX 215 None* 22 3 Contracted fixe 3 OmniBide serv	d-routes ice areas - Blooming
Microtransit Access ADA Service	Chino Hills Complementary	, Upland		Chino/Chino Hills Complementary	s, Upland

1 Extracted from TransTrack Manager Quarterly Scorecard during June 2022.

* High frequencies reduced due to COVID-19 service reductions.

Attachment: SBCTA FY21_22_FINAL_Third Quarter_072822_REV2_NJS(8876:San Bernardino County Multimodal Transportation Quarterly





50,000

40,000

35.000

30.000

25.000

20,000

15,000

10,000

5.000

45,000 39,624

Consolidated **Transportation** mniTrans Services Agency Connecting Our Community.

Commentary and Trends

The Omnitrans CTSA continued to provide services through the Transportation Reimbursement Escort Program (TREP) and its network of specialized transportation providers. The CTSA program overall experienced a loss of 6% in the third quarter compared to the second quarter, providing just over 22,000 trips.

While half of the CTSA programs provided fewer trips, three programs showed considerable growth. The Uber/Taxi Ride Program, which introduced Uber as an available mode in February, provided 125 trips after several quarters of no service. The City of Grand Terrace's program provided 13% more trips than in the previous quarter. OPARC continued its strong performance, with 26% more trips provided in the third quarter than in the second quarter.

Performance

	2nd Quai	ter (Oct-Nov-I	Dec)	3rd Quarter	(Jan-Feb-Mar)
	Prior Year FY 20/21	Prior Quarter FY 21/22	% change	Current Year FY 21/22	% change from 2nd Quarte
– TAL TRIPS	37,077	23,696	-36%	22,202	-6%
TREP Mileage Reimbursement Trips	3,455	5,276	53%	4,128	-22%
Uber/Taxi Ride Program Trips**	0	0	_	125	_
Travel Training Program*	0	0	_	0	_
Regional Mobility Partnership (RMP) Trips	33,622	18,420	-45%	17,949	-3%
Anthesis (formerly Pomona Valley					
Workshop)	9.463	4,376	-54%	4.376	0%
Central City Lutheran***	1,096	518	-53%	518	0%
City of Grand Terrace	817	885	8%	1.003	13%
City of Redlands	378	287	-24%	219	-24%
AgingNext (formerly Community Senior					
Services)	9,222	3.894	-58%	3.894	0%
OPARC***	6,235	2,712	-57%	3,414	26%
City of Chino	2,726	2,060	-24%	1,567	-24%
Highland Senior Center	990	1.041	5%	469	-55%
Loma Linda University Adult Day Health***	2,157	2,376	10%	2,350	-1%
West End YMCA	538	271	-50%	139	-49%
City of Fontana			I		
City of Yucaipa	New partne	er. Program lau	nch delayed	d due to COVID-	19 pandemic.
Foothill AIDS Project			-		

Food/Grocery Deliveries through Access and RMP Partners

1,703 transportation operations.

* This program was temporarily suspended for safety/health concerns during the COVID-19 pandemic.

** Uber Ride launched in February 2022 to select cities within Omnitrans' service area as part of a pilot program. ***This program also receives FTA §5310 operating funds or vehicles.

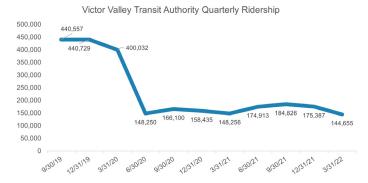


19.a San Bernardino County Multimodal Transportation Quarterly Report Public Transit Bus Operators

Commentary and Trends

Victor Valley Transit Authority's ridership continued to fall, with 18% fewer trips made in the third quarter than in the second quarter — over 144,000 trips overall. However, commuter bus service did provide more than 8,000 trips, a significant 22% more trips than in the previous quarter.

Reduced trips contributed to reductions in revenue hours (10%), revenue miles (10%) and total operating costs (11%).



Performance¹

	2nd Out	rtor (Oct Nov Do		ard Quarter (Ion Eob Mar)
	Prior Year	rter (Oct-Nov-De Prior Quarter	0)		Jan-Feb-Mar)
	FY 20/21	Prior Quarter FY 21/22	% change	Current Year FY 21/22	% change from 2nd Quarter
SYSTEM Total Passenger Trips	158,435	175,387	11%	144,655	-18%
Fixed-Route Trips	137,854	141,108	2%	114,269	-19%
Commuter Bus Trips Demand Response Trips	6,048 14,533	6,879 27,400	14% 89%	8,368 22,018	22% -20%
SYSTEM Performance [excludes vanpool revenue hours & miles]	14,000	27,400	0970	22,010	-2070
Revenue Hours	57,861	51,496	-11%	46,117	-10%
Passengers per Rev Hour	2.7	3.4	24%	3.1	-8%
Revenue Miles	999,738	893,209	-11%	804,266	-10%
Passengers per Rev Mile	0.16	0.20	24%	0.18	-8%
OPERATIONS Expense [excludes vanpool expense & revenue]	A Z 005 010	\$7.004.040	00/	#0.050.040	4.40/
Total Transit Operating Cost Passenger Revenue	\$7,235,818 \$362,482	\$7,831,018 \$421,911	8% 16%	\$6,953,210 \$480,243	-11% 14%
Farebox Recovery Ratio Systemwide	5.0%	5.4%	8%	6.9%	28%
Subsidy/Pass Trip - Systemwide	\$43.38	\$42.24	-3%		6%
Fixed-Route Cost per Trip	\$42.93	\$43.50	1%	\$48.72	12%
Commuter Bus Cost per Trip Demand Response Cost per Trip	\$33.24 \$76.85	\$33.80 \$53.30	2% -31%	\$24.97 \$53.47	-26% 0%
FLEET Characteristics	¢. 0.00	\$55155	01.00	¢00111	0,10
Vehicles in Peak Service		Electric Vehicles		Inlcudes 7 Ele	ectric Vehicles
Fixed-Route	47	38		38	
Commuter Demand Response	6 33	6 27		6 30	
Total Vehicles in Peak Service	86	71		74	
Service Area Square Mileage	1,082	1,082		1,082	
Vehicles per Square Mile	0.07	0.06		0.07	
VVTA FAMILY of Services	0.1			o.t	
Local Fixed/Regional Routes County Fixed-Routes	21 routes 6 routes	21 routes 6 routes		21 routes 6 routes	
	NTC	NTC			
Commuter Bus		Commuter (Ft.		NTC Commut	er (Ft. Irwin),
	,	Irwin), 7 routes		4 routes	. ,,
Intercity Routes	1 route	2 routes		1 route	
Flexible Transit Vanpool Program	ADA Direct 183 vanpools	ADA Direct 176 vanpools		ADA Direct A 171 vanpools	ccess

1 Extracted from TransTrack Manager Quarterly Scorecard during June 2022.

Attachment: SBCTA FY21_22_FINAL_Third Quarter_072822_REV2_NJS (8876 : San Bernardino County Multimodal Transportation Quarterly

5,970

SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators



VICTOR VALLEY TRANSIT Services Agency

Commentary and Trends

Ridership across the CTSA's programs dropped nominally during the third quarter. Together, these specialized programs provided nearly 6,000 trips, 1% fewer trips than in the previous quarter. Three programs contributed to this decrease: TRIP, Trona Community and Senior Center, and the Fare Media Scholarship Program.

The five remaining programs increased their ridership during the third quarter, most notably, Foothill Aids Project (31%), the Travel Training Program (39%) and Bonnie Baker Senior Center (24%).

Performance

	2nd Qu	arter (Oct-Nov-De	ec)	3rd Quarter	(Jan-Feb-Mar)
	Prior Year	Prior Quarter		Current Year	% change from 2n
	FY 20/21	FY 21/22	% change	FY 21/22	Quarter
_					
TOTAL TRIPS	4,920	6,026	22%	5,970	-1%
TRIP Program	3,249	3,163	-3%	3,144	-1%
Nonprofit Providers	922	746	-19%	814	9%
Foothill AIDS Project*	348	238	-32%	312	31%
Abundant Living Church	513	425	-17%	428	1%
Trona Community and Senior Center	- 51	62	22%	48	-23%
Church for Whosoever	0	Program	n suspended d	ue to COVID-19	
Bonnie Baker Senior Center	10	21	110%	26	24%
Travel Training Program	157	225	43%	313	39%
Fare Media Scholarship Program	592	1,892	220%	1,699	-10%
TOTA CAR TRIPS	176	0	-100%		
Needles CarShare Program		Programs	suspended due	e to COVID-19.	
TOTAL MILES	82,000	78,649	-4%	76,187	-3%
TRIP Program	82,000	78,649	-4%	76,187	-3%
TOTAL HOURS	37	77	108%	0	-100%
Transit Ambassador Program	37	77	108%	0	-100%
FTA §5310 Grant Program Recipients					
Victor Valley Community Services Council					
TOTAL TRIPS				352	
TOTAL MILES				4,007	
*This program also reasily as ETA SE210 anaroti				ŕ	

*This program also receives FTA §5310 operating funds or vehicles.



19.a San Bernardino County Multimodal Transportation Quarterly Report Public Transit Bus Operators

Commentary and Trends

VVTA lost three vanpools, down to 171, in this two-quarter comparison of third quarter FY 21/22 to the second quarter. Despite the loss, revenue miles and hours increased 6% and 9%, respectively, and passenger trips increased 8%, with more than 102,000 trips provided on vanpools.

	VVTA	Vanpool Quarterly Ridership	
160,000	149,158		
140,000	148,125	141,680	
120,000)		•
100,000)		11,143 102,462
80,000)	102,695 102,695 98,898	94,890
60,000)	68,449	
40,000)		
20,000)		
C			
	0130173 2131173 313120	63912 93912 123112 31312 63912 93	12, 213,12, 313,122

Performance

	2nd Quar	rter (Oct-Nov-	3rd Quarter (Jan-Feb-Mar)			
	Prior Year	Prior Quarter	0/ abarara	Current Year	% change from 2nd	
	FY 20/21	FY 21/22	% change	FY 21/22	Quarter	
Performance						
Number of Vanpools	186	174	-6%	171	-2%	
Revenue Miles	1,111,777	1,090,553	-2%	1,156,764	6%	
Revenue Hours	22,584	25,426	13%	27,636	9%	
Unlinked Passenger Trips	102,695	94,890	-8%	102,462	8%	
Passenger Miles	5,118,855	3,653,391	-29%	3,478,090	-5%	
Subsidies Disbursed	\$270,120	\$261,583	-3%	\$259,388	-1%	
Passenger Fares	\$203,221	\$176,502	-13%	\$181,628	3%	



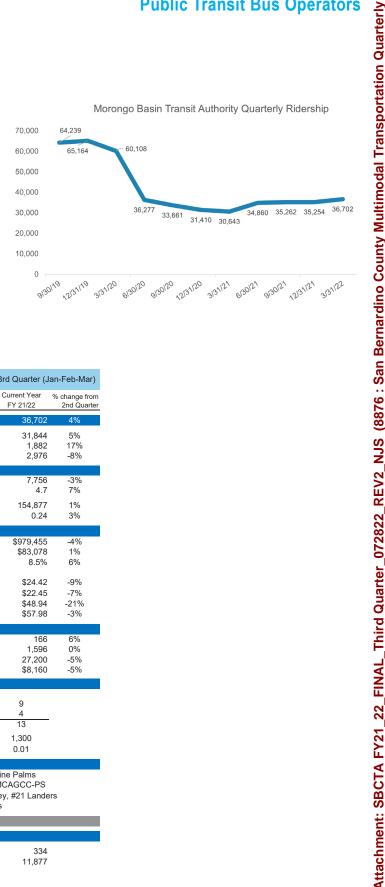
Commentary and Trends

MBTA's ridership continues to steadily climb from the lows seen during the last two years. Ridership this third quarter is up to 36,700 trips, a 4% increase from the second quarter of FY 21/22. Increases were seen on all services but demand response. The largest increase was on commuter trips, where 17% more trips provided than the previous quarter. Systemwide operating costs decreased by 4%, reflected in reduced costs per trip systemwide. Costs-per-trips were down for fixed-route by 7%, commuter services by 21%, and demand resonse by 3%. Passenger revenue increased slightly in this two-quarter comparison, up 1% from the second quarter.



	2nd Quar	ter (Oct-Nov-D	ec)	3rd Quarter (J	an-Feb-Mar)
	Prior Year FY 20/21	Prior Quarter FY 21/22	% change	Current Year FY 21/22	% change from 2nd Quarter
SYSTEM Total Passenger Trips	31,410	35,254	12%	36,702	4%
Fixed-Route Trips Commuter Bus Trips Demand Response Trips SYSTEM Performance	27,526 986 2,898	30,411 1,602 3,241	10% 62% 12%	31,844 1,882 2,976	5% 17% -8%
Revenue Hours	7,747	7,963	3%	7,756	-3%
Passengers per Rev Hour	4.1	4.4	3% 9%	4.7	-3% 7%
Revenue Miles	154,704	153,960	0%	154,877	1%
Passengers per Rev Mile	0.20	0.23	13%	0.24	3%
OPERATIONS Expense					
Total Operating Cost	\$916,500	\$1,024,752	12%	\$979,455	-4%
Passenger Revenue	\$61,031	\$82,260	35%	\$83,078	1%
Farebox Recovery Ratio Systemwide	6.7%	8.0%	21%	8.5%	6%
Subsidy per Pass Trip - Systemwide	\$27.24	\$26.73	-2%	\$24.42	-9%
Fixed-Route Cost per Trip	\$24.51	\$24.08	-2%	\$22.45	-7%
Commuter Bus Cost per Trip	\$85.16	\$61.92	-27%	\$48.94	-21%
Demand Response Cost per Trip	\$53.44	\$59.64	12%	\$57.98	-3%
TREP Mileage Reimbursement Program					
TREP Clients	142	157	11%	166	6%
TREP Trips	1,515	1,596	5%	,	0%
TREP Miles Reimbursed	23,234	28,725	24%	27,200	-5%
Mileage Reimbursement Cost	\$7,570	\$8,618	14%	\$8,160	-5%
FLEET Characteristics					
Vehicles in Peak Service Fixed-Route/Commuter	9			9	
Demand Response	9			9 4	
Total Vehicles in Peak Service	13			13	
	1.30			10	
Service Area Square Mileage	7			1,300	
Vehicles per Square Mile	0.0	1		0.01	
MBTA FAMILY of Services			— .		
Highway Bus		#1 Yucca Vall			
Intercity Routes to Palm Springs				MCAGCC-PS	
Other Community Routes Ready Ride Service	#3 IVI		rucca va communiti	alley, #21 Lande	ers
		1110	communia		
FTA §5310 Grant Program Recipients					
Reach Out Morongo Basin					
TOTAL TRIPS				334	
TOTAL MILES				11,877	

1 Extracted from TransTrack Manager Quarterly Scorecard during June 2022.





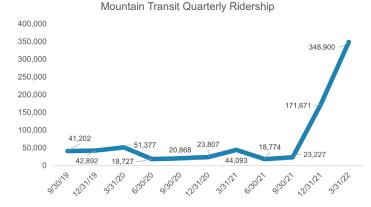


Commentary and Trends

Mountain Transit's ridership continued to rise exponentially following the introduction of two initiatives: Mountain Transit began a pilot program to provide free fares on the Big Bear Trolley and began providing transportation for Big Bear Mountain Resorts (BMRs).

Ridership increased 103% between the second and third quarters. This increase is attributed primarly to fixed-route ridership as commuter service ridership dropped 47%. While total operating costs increased 6% in this two-quarter comparison, costs-per-trip for fixed-route service and commuter bus service dropped between the second and third quarters, 92% and 31%, respectively.

Farebox recovery reported here is high due to seasonal invoicing. Year to date, the farebox recovery ratio is actually 27%.



Performance¹

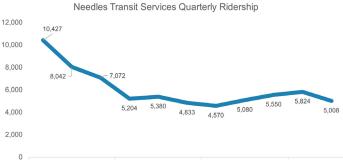
	2nd Qua	arter (Oct-Nov-	Dec)	3rd Quarter (Jan-Feb-Mar)
	Prior Year FY 20/21	Prior Quarter FY 21/22	% change	Current Year FY 21/22	% change from 2nd Quarter
SYSTEM Total Passenger Trips	23,807	171,671	621%	348,900	103%
Fixed-Route Trips Commuter Bus Trips Demand Response Trips	19,273 1,377 3,157	164,243 1,603 5,825	752% 16% 85%	343,907 1,933 3,060	109% 21% -47%
SYSTEM Performance					
Revenue Hours Passengers per Rev Hour	7,515 3.2	11,231 15.3	49% 383%	14,432 24.2	29% 58%
Revenue Miles Passengers per Rev Mile	119,476 0.20	162,977 1.05	36% 0%	195,933 1.78	20% 69%
OPERATIONS Expense					
Total Operating Cost Passenger Revenue Farebox Recovery Ratio Systemwide	\$856,552 \$75,652 8.8%	\$962,969 \$232,274 24.1%	12% 207% 173%	\$1,022,870 \$618,347 60.5%	6% 166% 151%
Subsidy per Pass Trip - Systemwide Fixed-Route Cost per Trip Commuter Bus Cost per Trip Demand Response Cost per Trip	\$32.80 \$25.60 \$92.96 74	\$4.26 \$29.24 \$60.21 \$33.33	-87% 14% 135% -64%	\$1.16 \$2.34 \$41.42 \$44.83	-73% -92% -31% 35%
FLEET Characteristics					
Vehicles in Peak Service					
Fixed-Route	9	5		6	
Demand Response	4	4		4	
Off the Mountain	4	4		4	
Seasonal Service Airport Shuttle		10 1		15 1	
Trolley Vehicle	4-6	4		4	
Total Vehicles in Peak Service	21-23	28		34	
Service Area Square Mileage	269	269		269	
Vehicles per Square Mile	0.05	0.03		0.05	

1 Extracted from TransTrack Manager Quarterly Scorecard during June 2022.

Needles Transit Services

Commentary and Trends

Needles Transit Services experienced ridership loss in the third quarter of FY 21/22, providing just over 5,000 trips, 14% fewer trips than in the second quarter. Losses were seen for both fixed-route (16%) and demand response services (8%). Reduced ridership contributed to a reduction in revenue miles (3%). There was a significant loss in passenger revenue between the third and second quarters (62%), however, the second quarter passenger revenue was unusually high as it included a \$5,850 bus pass purchase by San Bernardino County.



9/30/19 12/31/19 3/31/20 6/30/20 9/30/20 12/31/20 3/31/21 6/30/21 9/30/21 12/31/21 3/31/22

Performance¹

	2nd Quar	ter (Oct-Nov-De	c)	3rd Quarter (Ja	an-Feb-Mar)
	Prior Year FY 20/21	Prior Quarter FY 21/22	% change	Current Year FY 21/22	% change from 2nd Quarter
SYSTEM Total Passenger Trips	4,896	5,824	19%	5,008	-14%
Fixed-Route Trips Demand Response Trips	3,967 929	4,373 1,451	10% 56%	3,680 1,328	-16% -8%
SYSTEM Performance					
Revenue Hours Passengers per Rev Hour	1,234 4.0	1,186 4.9	-4% 24%	1,182 4.2	0% -14%
Revenue Miles Passengers per Rev Mile	15,391 0.32	15,794 0.37	3% 16%	15,367 0.33	-3% -12%
OPERATIONS Expense					
Total Operating Cost Passenger Revenue Farebox Recovery Ratio Systemwide	\$124,216 \$5,654 4.6%	\$129,819 \$11,395 8.8%	5% 102% 93%	\$134,722 \$4,367 3.2%	4% -62% -63%
Subsidy per Pass Trip - Systemwide Fixed-Route Cost per Trip Demand Response Cost per Trip	\$24.22 \$24.11 \$24.68	\$20.33 \$22.09 \$15.05	-16% -8% -39%	\$26.03 \$28.68 \$18.69	28% 30% 24%
FLEET Characteristics					
Vehicles in Peak Service Fixed-Route Demand Response Total Vehicles in Peak Service Service Area Square Mileage Vehicles per Square Mile	1 1 2 31 0.06		-	1 1 2 31 0.06	_

1 Extracted from TransTrack Manager Quarterly Scorecard during June 2022.

SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT

Rail

Attachment: SBCTA FY21_22_FINAL_Third Quarter_072822_REV2_NJS(8876:San Bernardino County Multimodal Transportation Quarterly



Commentary and Trends

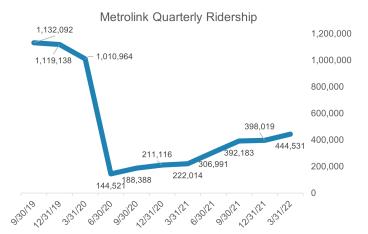
In this two-quarter comparison, Metrolink's ridership on the San Bernardino Line dropped by 2%, to 277,000 boardings. The Inland Empire Orange County Line (IEOC) experienced a significant increase of boardings — up 46%, for a total of 167,000 trips provided. Combined, Metrolink provided 444,500 trips on the San Bernardino and Inland Empire Orange County Lines, a 12% increase from the second quarter.

While ridership increased overall, boardings dropped at all San Bernardino County stations. This drop was likely caused by delays experienced across Burlington Northern Santa Fe (BNSF) railways on a regular basis, which diminished ridership.

Operating costs are not yet available for FY 21/22.

Performance¹

	2nd Quarte	er (Oct-Nov-D	ec)	3rd Quarter (Jan-Feb-Mar)
	Prior Year	Prior Quarter		Current Year	% change from
	FY 20/21	FY 21/22	% change	FY 21/22	2nd Quarter
SYSTEM Passenger Boardings by Line					
TOTAL San Bernardino Line	149,973	283,009	89%	276,934	-2%
TOTAL Inland Empire Orange County (IEOC) Line	61,143	115,010	88%	167,597	46%
Boardings at San Bernardino County Stations:					
San Bernardino Line	83,718	128,819	54%	120,939	-6%
IEOC Line	2,072	4,057	96%	3,808	-6%
Riverside Line	4,676	7,974	71%	6,778	-15%
FINANCIAL - Total San Bernardino Line w/ MOW ¹					
Operating Cost SB Line					
Farebox Revenue SB Line	N/A	N/A		N	A
Farebox Recovery Ratio SB Line					
FINANCIAL - Total IEOC Line w/ MOW ¹					
Operating Cost IEOC Line					
Farebox Revenue IEOC Line	N/A	N/A		N	A
Farebox Recovery Ratio IEOC Line					
PERFORMANCE MEASURES - San Bernardino Line	5 500 1 10	40 500 000	00%	10 115 015	40/
Passenger Miles	5,582,149 37,3	10,533,932 37.2	89% 0%	10,145,945 36.6	-4% -2%
Average Passenger Trip Length	37.3	37.2	0%	30.0	-2%
PERFORMANCE MEASURES - IEOC Line					
	0.004.740	0.000.407	05%	0.000.450	40/
Passenger Miles	2,081,710	3,860,107	85% 1%	3,902,152	1%
Passenger Miles Average Passenger Trip Length	2,081,710 34	3,860,107 33.6	85% -1%	3,902,152 33.7	1% 0%
Passenger Miles Average Passenger Trip Length SERVICE LEVELS					
Passenger Miles Average Passenger Trip Length SERVICE LEVELS San Bernardino Line	34			33.7	
Passenger Miles Average Passenger Trip Length SERVICE LEVELS San Bernardino Line # of trains per weekday WB	34			33.7	
Passenger Miles Average Passenger Trip Length SERVICE LEVELS San Bernardino Line # of trains per weekday WB # of trains per weekday EB	34 15 15			33.7	
Passenger Miles Average Passenger Trip Length SERVICE LEVELS San Bernardino Line # of trains per weekday WB	34			33.7 15 15	
Passenger Miles Average Passenger Trip Length SERVICE LEVELS San Bernardino Line # of trains per weekday WB # of trains per weekday EB # of trains per Saturday WB/EB # of trains per Sunday WB/EB	34 15 15 9			33.7 15 15 9	
Passenger Miles Average Passenger Trip Length SERVICE LEVELS San Bernardino Line # of trains per weekday WB # of trains per weekday EB # of trains per Saturday WB/EB	34 15 15 9			33.7 15 15 9	
Passenger Miles Average Passenger Trip Length SERVICE LEVELS San Bernardino Line # of trains per weekday WB # of trains per weekday EB # of trains per Saturday WB/EB # of trains per Sunday WB/EB IEOC Line - with stops in San Bernardino County	34 15 15 9 7			33.7 15 15 9 7	
Passenger Miles Average Passenger Trip Length SERVICE LEVELS San Bernardino Line # of trains per weekday WB # of trains per weekday EB # of trains per Saturday WB/EB # of trains per Sunday WB/EB IEOC Line - with stops in San Bernardino County # of trains per weekday WB # of trains per weekday EB # of trains per weekend WB	34 15 15 9 7 4 4 2			33.7 15 15 9 7 4 4 2	
Passenger Miles Average Passenger Trip Length SERVICE LEVELS San Bernardino Line # of trains per weekday WB # of trains per weekday EB # of trains per Saturday WB/EB # of trains per Sunday WB/EB IEOC Line - with stops in San Bernardino County # of trains per weekday WB # of trains per weekday EB	34 15 15 9 7 4 4			33.7 15 15 9 7 4 4	



1 Metrolink conducts reconciliation on an annual, not quarterly, basis. Figures presented here are subject to change following the reconciliation process.
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833-RIDETHELOOP

SAN BERNARDINO COUNTY MULTIMODAL **TRANSPORTATION QUARTERLY REPORT** Other Modes







Commentary and Trends SB Loop

During the third quarter of FY 21/22, SBCTA's SB Loop program gained three vanpools. The program now has 55 vanpools, a 6% increase from the previous quarter. Passenger trips also increased, up 4% to more than 25,000 trips provided. Passenger miles stayed consistent in this two-quarter comparison.

Performance

SB Loop	2nd Qua	arter (Oct-No	3rd Quarter (Jan-Feb-Mar)		
	Prior Year	Prior Quarter		Current Year	% change from
	FY 20/21	FY 21/22	% change	FY 21/22	2nd Quarter
SYSTEM Totals					
Number of Vanpools	51	52	2%	55	6%
Vanpool Passenger Trips	22,750	24,214	6%	25,207	4%
SYSTEM Performance					
Passenger Miles	912,377	1,046,803	15%	1,047,909	0%
Passengers/Rev Miles	40.1	42.9	7%	41.6	-3%
OPERATIONS Expense					
Subsidies Disbursed	\$60,111	\$62,520	4%	\$65,200	4%
Passenger Revenue	\$169,523	\$197,652	17%	\$211,483	7%
Subsidy per Passenger Trip	\$2.64	\$2.58	-2%	\$2.59	0%
Average Cost per Passenger Trip	\$10.09	\$10.74	6%	\$10.98	2%



Rideshare

IE Commuter is a rideshare program of Riverside County Transportation Commission (RCTC) and SBCTA. Its' mission is to reduce traffic and improve air quality in the region by helping businesses develop employee rideshare (bus, train, carpool, vanpool, telework, bike, walk) programs. The program and its services are provided at no-cost to eligible Riverside County and San Bernardino County employers and commuters.

More details about the program are provided on the following page. Performance measures for IE Commuter are presented below.

It's important to note that rideshare metrics do not compare guarter-to-guarter the same way other transit data does. The values presented below for third quarter include what happened in the third guarter added to the prior year totals.

Performance

IE Commuter	Prior Year	Current Year	3rd Quarter
	Total	to Date	(Jan-Feb-Mar)
	FY 20/21	FY 21/22	FY 21/22
PROGRAM Totals			
Total Number of Employers	150	83	83
Total Number of Employer Worksites	791	741	741
Total Number of IE Commuter Accounts	85,096	89,021	89,021
Number of Accounts Active for Ridematching	7,210	8,636	8,636
EMPLOYER Totals			
Total Employers Surveyed	29	28	7
Total Commuters Surveyed	31,588	21,656	1,311
Vehicle Trip Reductions (VTR)	3,006,640	1,871,298	1,963
Vehicle Miles Traveled (VMT) Reduced	34,160,828	19,680,492	115,421
Greenhouse Gas Emissions (GHG) Reduced (Ibs)	39,116,116	22,535,292	132,164
INCENTIVE Totals			
Total Participants	1,352	5,320	889
Vehicle Trip Reductions (VTR)	159,679	1,417,159	36,905
Vehicle Miles Traveled (VMT) Reduced	5,391,638	5,198,207	1,335,929
Greenhouse Gas Emissions (GHG) Reduced (Ibs)	6,173,731	5,823,308	1,529,715

SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Other Modes



Commentary and Trends Rideshare (continued).

IE Commuter helps employers set up a rideshare program that can benefit employers and employees with various tools, free support and incentives for employees — all at no-cost. Incentives include:

- New \$5/Day rideshare incentive program. Starting in early April 2022, new and returning commuters can earn up to \$125 in gift cards for logging their rideshare trips.
- Guaranteed Ride Home: Access to an emergency ride home on a day participants rideshared to work.
- Telework Spotlight: Participants can win a monthly prize valued up to \$100 and may have their story included in the Spotlight.
- Rideshare Spotlight: Participants can win a monthly prize valued up to \$100 and may be featured in the Spotlight.

IE Commuters also get access to:

SBCTA

- Carpool/vanpool matching: Find a future carpool or vanpool match to share the ride and cost savings with.
- Personalized bus/train routing assistance: Custom transit itinerary based on route and schedule.

In 2021, IE Commuter participants reduced emissions by 12.27 million pounds, reduced vehicle miles by 10.72 million and saved \$2.58 million on commute costs.

To date in 2022, IE Commuter is serving 83 employers at 741 worksites. The 889 participants saw almost 37,000 vehicle trip reductions and 1.34 million reduced vehicle miles traveled. This reduced emissions by 1.53 million pounds.

Program trends will be presented in subsequent Quarterly Reports as they become available.

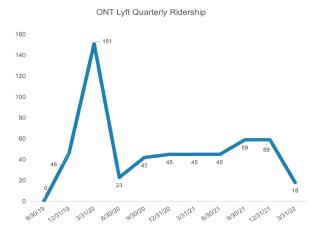
ONT Lyft

SBCTA's partnership with Lyft to provide trips between Metrolink stations and the Ontario International Airport experienced a significant drop in its final month of service. Only 18 rides were provided during January of 2022, a 78% loss. Notably, there were four repeat riders.

This program was discontinued after January 2022 and will not be reported on in subsequent Quarterly Reports.

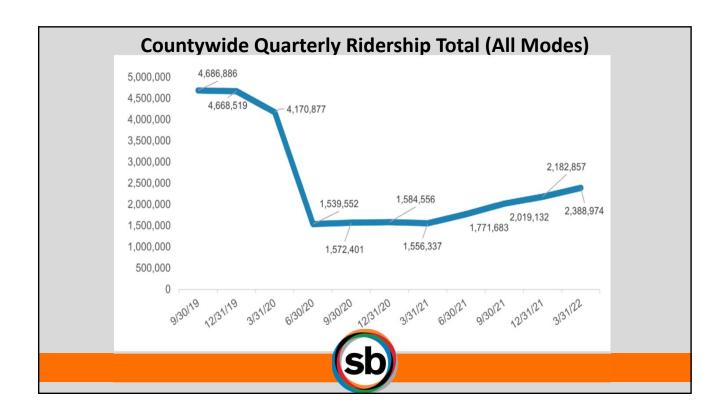
Performance

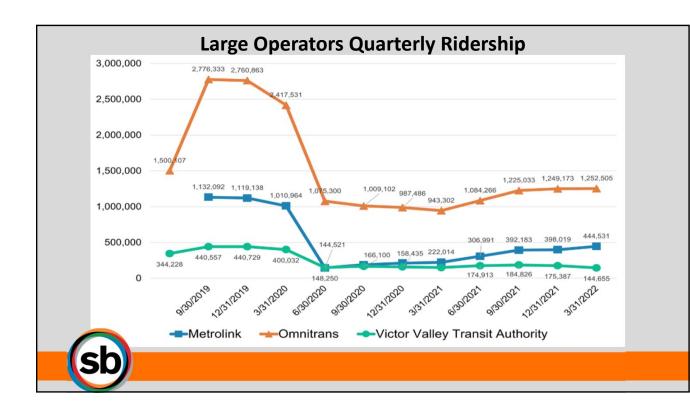
ONT Lyft	2nd Quarter (Oct-Nov-Dec)			3rd Quarter (January) Program terminated after January 31		
	Prior Year F FY 20/21		% change	Current Year FY 21/22	% change from 2nd Quarter	
	1120/21	1 1 2 1/22	// criarige	1 1 21/22	Quarter	
Trips						
TOTAL Rides	45	82	82%	18	-78%	
Total Rides Redeemed by Mobile App	35	80	129%	18	-78%	
Total Rides Redeemed by Call Center	8	2	-75%	0	-100%	
Repeat Rides	18	58	222%	0	-100%	
Repeat Riders	8	9	13%	4	-56%	
Rides by Origin						
Ontario Airport	24	30	25%	16	-47%	
Montclair	6	36	500%	0	-100%	
Rancho Cucamonga	5	7	40%	1	-86%	
Upland	7	5	-29%	0	-100%	
Ontario East	3	4	33%	1	-75%	
Cancelled Rides (by Rider)	2	0	-100%	0	-	

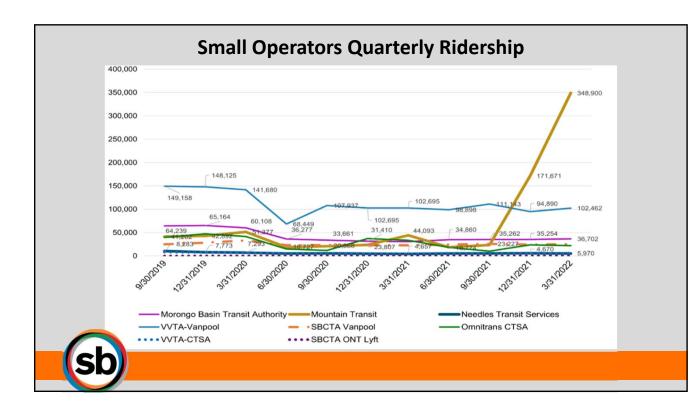


FY 2021/2022 Third Quarter Multimodal Transportation Quarterly Update









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	8876 : Sc
	nsportation Quarterly Update PDF (8876 : San Bernardino County Multimodal Transportation Quarterly Update)

		Recent Initiatives
Rideshare I program O The Riverside Courty Transportation Commission and San Bernar Transportation Anthory, through IT Commission and San Bernar	ncentive verview	METROLINE
\$5/Day Rideshare incentive to help employees discover their best a new "normal" that includes driving less and smiling (and saving Commuters who ride the bus and train, vanpool, carpool, bike, or employer's worksite for a minimum of five workdays a month may day in gift card rewards, up to \$125 in a 90-day period.) more. walk to a participating	
Traditional Eligibility the SQAp incertise is always available for commuters who live in western B son Bernardino Courty. Expanded Eligibility – Limited Time Only The SQAp incertise subara in expanded eligibility to help some start the inc commuter modes throughout the region, including exattem Riverside and sur Committee	creased use of alternative rounding counties.	BASIN
San Bernardino County muidents	Eligibility Eligibility	
Western Riverside County residents	x	
Eastern Riverside County residents (Coachella Valley, Blythe)	x	
Residents of Los Angeles, Orange, San Diego, Ventura and other surrounding counties that commute to worksites in San Bernardino or Riverside counties	×	TRANSIT
Vielt IEGenematiere.org/SBay or Call 1.866-0100554888 (c) option all post transportation profilos and location 1920, and location saming lodge Clob, call or chart with an IE Commuter representative today to help of For Employmers Forefront for the saming and Commuter angloge parties to advant today Clob, call all saming and Commuter angloge parties to advant today Clob, call and a saming and Commuter angloge parties to advant today Clob, call and a saming and Commuter angloge parties to advant today Clob, call and a saming and Commuter angloge parties to advant today Clob, call and a saming and Clob, advantage and advantage and advantage and advantage and advantage and advantage today Clob, advantage and advantage advantage advantage and advantage	; S5,Day rideshare rewards iscover your best commute.	TRANSII
Commuter Alternational Antiparties and the Ant	iraansiraansi 🗗 🛛 _{eta}	\frown
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		(Sb)

Packet Pg. 493

Minute Action

AGENDA ITEM: 20

Date: September 7, 2022

Subject:

Unmet Transit Needs Public Hearings and Findings

Recommendation:

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

A. Review the testimony from the September 2021 Unmet Transit Needs Public Hearings; and

B. Adopt Resolution No. 22-151 for Unmet Transit Needs Findings.

Background:

Under the Transportation Development Act (TDA), before Local Transportation Funds (LTF) can be returned for streets and roads purposes, an unmet needs hearing must be conducted to determine if any unmet needs can be reasonably met. On September 20, 2021, San Bernardino County Transportation Authority (SBCTA) held one public hearing for the Upper Desert Region in San Bernardino County, in compliance with the TDA requirement, to obtain testimony regarding unmet transit needs that can be reasonably met (Public Utilities Code Sections 99238.5 and 99401.5). The governing body of the Victor Valley Transit Authority (VVTA) served as the hearing board and the public hearing was held in Hesperia, California.

Attachment A provides a summary of the testimony received for the upper desert region and the recommendations by staff. Resolution No. 22-151, which contains the formal findings based upon the public hearing process, is also attached.

Upper Desert Region

In the VVTA service area, the following were items of concern for VVTA riders:

- <u>Route Frequency</u> The overarching themes were for earlier and later service, especially at the college. Additionally, they would like an increase in bus service to Barstow, increased frequency to 20-minute headways, and implementation of more express bus service. There are many factors to take into consideration, specifically the lack of drivers to run the service. VVTA will be reviewing all these service requests as part of their Comprehensive Operational Analysis (COA) process.
- <u>Service Affordability</u> The rider requested the cost of the Barstow to Victor Valley (BV) Link decrease from \$6.50 to \$3.50. At this time, there is no plan for fare change; however, it is recommended that it be reviewed in VVTA's COA.
- <u>Vehicle Amenities</u> There were three (3) complaints regarding vehicle amenities: no stop announcements, older vehicles should be replaced, and stop pull cords should be replaced. VVTA will be completing ride checks to ensure announcements are being done properly. VVTA has 13 vehicles ordered and will begin replacing vehicles. Lastly, VVTA will consider replacing bus stop cords with bus stop strips in future vehicles
- <u>Bus Stop Amenities</u> There was one (1) request to add a bus bench at a stop in Victorville. This stop does not have the ridership to warrant a bus bench; however,

Entity: San Bernardino County Transportation Authority

VVTA will be installing a Simme-seat (a partial seat installed on bus stop poles) for its riders and will monitor this location for future needs. Additionally, there was a request for the installation of a portable restroom and vending machines at the Victor Valley Transit Center. There is currently a restroom available to riders. However, vending machines are not a Federal Transit Administration (FTA) eligible expense. When other funding sources become available, VVTA will determine at that time if vending machines are warranted. Additionally, a restaurant is being built in this location, which is set to open at the end of 2022.

- <u>Route Connectivity</u> The overarching requests were to synchronize/align the routes at the Victor Valley Transit Center, Victor Valley Mall and Victor Valley College. The Victor Valley Transit Center is already aligned. During the COA process, VVTA will review potential changes for these locations.
- <u>Rider Information</u> There was a request for a bus book rather than individual route maps. VVTA will be creating a bus book; however, due to the cost of printing, it will only be available in electronic format.
- <u>General Comments</u> When BV Link missed a stop, VVTA assisted the rider to ensure they made it safely to the Medical Center in Barstow. They also recommended that VVTA assist a local church with a vehicle and include them in their brokerage.

At this time, staff does not recommend any findings of unmet needs that can be reasonably met. Many of the unmet needs have either been completed or will be addressed as part of the next COA. Additionally, on June 20, 2022, VVTA approved their Fiscal Year (FY) 2022/2023 Budget and has determined that no LTF will be returned to the Cities for streets and roads purposes. No unmet needs hearings will be conducted in FY 2022/2023.

Financial Impact:

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

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on August 11, 2022. The Upper Desert (Victor Valley/Barstow) unmet needs were reviewed and approved by the Public and Specialized Transportation Advisory and Coordination Council on April 12, 2022. The unmet needs were reviewed by Victor Valley Transit Authority on June 20, 2022. SBCTA General Counsel has reviewed this item and the draft Resolution.

Responsible Staff:

Nancy Strickert, Transit Manager

Approved Board of Directors Date: September 7, 2022

Witnessed By:

Victor Valley Desert Region Unmet Transit Needs Public Hearing and Annual Recorded Comments September 20, 2021						
Testimony	Response					
Route Frequency						
 The new bus route frequency of 45 minutes causes extra wait times at D Street and forces me to take two buses to return. 	Due to the national COVID driver shortage, VVTA had to reduce bus service. VVTA is planning and budgeting to return to full service in July 2022.					
Would like to see Route 31 return to 30- minute frequency. Long waits require use of Access to travel for shorter ride times.						
 Terry Martini, public testimony 						
 Expand service hours for buses to run two hours earlier and three hours later 	VVTA will review their service start and end times during their upcoming Comprehensive Operational Analysis (COA), planned for FY 2022- 2023 with recommendations implemented at					
More frequent service to Barstow on Route 15 and addition of Sunday service	appropriate phases following the study conclusion.					
Remove 30-minute service from Route 52 and create 30-minute service on Routes 50, 55 and 56.	Currently, analysis demonstrates that ridership does not warrant more frequent service between Barstow and Victorville. SBCTA staff requests that VVTA staff continue to monitor the ridership to see if this changes. Beginning in July 2022, VVTA will be adding two round trips on Sunday between Barstow, Victorville, and San Bernardino for Route 15.					
Begin Saturday service at 7:30 am and end at 6:30 pm.	Route 52 ridership currently warrants a 30- minute service, per VVTA service standards. In the upcoming COA, feasibility of creating 30- minute service for Routes 50, 55, and 56 will be studied.					
Request to ungroup the combined routes of 33, 40, 47, 50, 54, 55 and 56 and return them to individual routes.	SBCTA staff is requesting VVTA to review the service start and end times in the upcoming COA.					
Split Route 25 from Route 64	Routes 33/54, 40/47, and 50/55/56 are interlined for schedule optimization. The COA will re- evaluate these groupings to determine if changes					
 Dominic Sarabia, public testimony 	are warranted. Route 25 was split from Route 64 as of January 30, 2022.					

Victor Valley Desert Region Unmet Transit Needs					
Testimony	Response				
 Route Frequency cont'd Expand the non-stop express bus series with service between 6:00 a.m. and 8:00 p.m. 	The 50X, VVTA's sole non-stop express route, is designed to alleviate overcrowding on Routes 50 and 55 during peak service hours. Currently the service does not meet the criteria for expanding service hours.				
Adjust all local routes to become 20- minute headways Dominic Sarabia, public testimony 	SBCTA staff request during VVTA COA process to evaluate adjusting the headways for all local routes.				
 Later bus service is needed to serve students and faculty at Victor Valley College. There are multiple classes that end at 9:00 pm or later, with another twenty-six classes ending between 8:40 pm and 8:55 pm. Robert Sewell, public testimony 	VVTA is currently considering this request, and VVTA staff are working on a solution to accommodate the need for evening service. It will also be evaluated in the upcoming COA.				
Service Affordability					
 Would like to see fare price on the BV Link reduced from \$6.50 to \$3.50 Dominic Sarabia, public testimony Route Connectivity 	The fare for Route 15 (formerly referred to as the BV Link) is \$6.50 due to being a non-local route that travels primarily via freeway, a distance of over 30-miles. The current fare prices are not recommended for adjustment at this time. System-wide fare policies will be reviewed in the context of the planned COA.				
 Would like to see routes synchronized at D Street like they are at 7th & Lorene Terry Martini, public testimony Align routes at Mall of Victor Valley, Victor Valley Transit Center and Victor Valley College transfer points that currently leave arrive and leave at 	Due to the national COVID driver shortage, VVTA had to reschedule buses. VVTA staff will investigate synchronizing routes in their upcoming service change in July. It is recommended that VVTA further evaluate in their upcoming COA.				
different times. Introduce a clockwise direction to Route 56	The sole timed transfer point is the new Victor Valley Transportation Center. The Mall and Victor Valley College are currently not timed transfer points. This will be evaluated during VVTA COA process. VVTA will investigate rerouting Route 56 in the				
 Dominic Sarabia, public testimony 	upcoming COA.				

Victor Valley Desert Region Unmet Transit Needs						
Testimony	Response					
Route Connectivity, cont'd. Extend Route 50X to reach Hesperia and	The 50X is designed to alleviate overcrowding on Routes 50 and 55 during peak service hours,					
expand the non-stop express series • Dominic Sarabia, public	specifically due to crowding around their respective locations and Victor Valley College. There are no plans to extend Route 50X at this					
testimony	time. However, this will matter will studied in the upcoming COA.					
Bus Stop Amenities						
 Repeat request for a bus bench and a shelter for the stop at Shiloh Medical Terry Martini 	The ridership at the stop at Shiloh Medical (Palmdale Rd WB & Mesa Linda Ave) does not meet the minimum boardings required to warrant a bench or shelter placed at that location. However, VVTA staff installed a Simme-seat at this location.					
 There is currently no where to eat or use the restroom at the Victor Valley Transit Center on D Street between 5th & 6th street due to remodeling. Please install temporary portable toilets and vending machines during construction. Edie Schauffer, public testimony 	VVTA passengers currently have access to restrooms at the Victor Valley Transportation Center. A restaurant is currently under construction inside the Victor Valley Transportation Center.					
Vehicle Amenities						
 The new bus stops are not being announced prior to the stop like existing stops. Edie Schauffer, public testimony 	VVTA staff is currently performing ride checks to determine which stops are not being announced properly and will correct any discrepancies observed.					
 Retire the 2nd generation NABI LFW vehicles and replace them with New Flyer XN40's or low-floor Gillig BRT's 	VVTA currently has 13 new buses on order. However, VVTA will continue to use older vehicles due to nation-wide supplier delays due to COVID.					
Replace pull cords for bus stop alerts with push buttons. O Dominic Sarabia, public testimony	VVTA staff will consider replacing pull cords with push buttons for future bus orders.					

Victor Valley Desert Reg	ion Unmet Transit Needs				
Testimony	Response				
 Rider Information Create a Victor Valley Transit bus book to better acclimate new riders to the transit system Requesting instant route detour alerts to assist customers with construction issues and traffic delays. Dominic Sarabia, public testimony 	 VVTA staff will consider creating a bus book for passengers; however, due to excessive printing costs, it would be digital and not printed. VVTA staff currently alert passengers of all construction and traffic delays via the VVTA app, social media and the VVTA website as soon as the information is available. 				
 General Comments Would like to thank VVTA for sending a vehicle to take me straight to Barstow when the BV Link did not stop to pick me up at the St. Mary Medical Center. VVTA should consider including Church of God in Christ and New Hope Village in their specialized transit brokerage. COGIC has drivers and NHV needs a vehicle. Edie Schauffer, public testimony 	VVTA is happy to hear staff was able to resolve and apologize that riders experienced this pass- up. The service contractor has coached the operator that failed to stop to pick you up. SBCTA and VVTA staff appreciates your input.				

RESOLUTION NO. 22-151

RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY ADOPTING UNMET TRANSIT NEEDS FINDINGS BASED ON HEARINGS HELD IN SEPTEMBER 2021

WHEREAS, the San Bernardino County Transportation Authority (SBCTA) is the designated transportation planning agency for San Bernardino County, and is, therefore, responsible for the administration of funds under the Transportation Development Act (TDA), as amended; and

WHEREAS, SBCTA adopted definitions of "unmet transit needs" and "reasonable to meet" during its regular meeting of July 7, 2021; and

WHEREAS, SBCTA conducted one public hearing in September 2021, to obtain testimony regarding unmet transit needs in the Upper Desert Region of San Bernardino County; and

WHEREAS, SBCTA has given consideration to: the testimony received during the public hearing process pursuant to California Public Utilities Code (PUC) Sections 99238 and 99401.5; input from the Public and Specialized Transportation Advisory and Coordination Council (PASTACC), the advisory council established pursuant to PUC Section 99238; the adequacy of public and specialized transportation contained in the most recently adopted Regional Transportation Plan; and the analysis of potential alternative public and specialized transportation services that would meet all or part of the transit demand.

NOW, THEREFORE, BE IT RESOLVED, that the San Bernardino County Transportation Authority hereby finds:

1. There are no unmet transit needs that can be reasonably met within the Victor Valley, Upper Desert Region of San Bernardino County.

APPROVED AND ADOPTED by the San Bernardino County Transportation Authority at its meeting on September 7, 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: 21

Date: September 7, 2022

Subject:

Amendment No. 3 to Contract No. 15-1001146 with RailPros, Inc., for Program Management Services for the Redlands Passenger Rail Project

Recommendation:

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

A. Approve Amendment No. 3 to Contract No. 15-1001146 with RailPros, Inc., for Program Management Services on the Redlands Passenger Rail Project, increasing the contract amount by \$1,746,134.85, for a revised total contract amount of \$20,083,144.85.

B. Approve contingency in an amount not-to-exceed \$174,613.48 for Contract No. 15-1001146 and authorize the Executive Director, or his designee, to release contingency as necessary for the completion of the project.

C. Approve an increase to the overall Redlands Passenger Rail Project budget of \$1,020,748.33 after \$900,000 of previously authorized contingency funding is applied to the contract increase, to be funded with unallocated interest accrued on the balance of the Public Transportation Modernization, Improvement and Service Enhancement Account grant funds awarded to the project, and Measure I Rail funds, for a new project total of \$376,133,730.63.

Background:

In September 2015, the San Bernardino County Transportation Authority (SBCTA) Board of Directors awarded Contract No. 15-1001146 to RailPros, Inc., (RailPros) for Program Management Consultant (PMC) services for the Redlands Passenger Rail Project (RPRP). The implementation of a new passenger rail service is very complex, including not only design and construction, but regulatory compliance, acquisition of new rail vehicles, grant management and development of the operating and maintenance structure. The project includes reconstruction or rehabilitation of five (5) existing bridge structures, one of which is 328 feet long; modifications to 26 at-grade crossings, including pedestrian treatments which require extensive coordination with the California Public Utilities Commission (CPUC); positive train control; and quiet zone ready infrastructure. The project requires coordination with more than fifteen (15) agencies, as well as monitoring compliance with nearly seventy (70) contracts.

SBCTA contracted with RailPros, Inc. to provide the various services necessary to deliver the project, including management of the overall RPRP and the various consultant contracts associated with the delivery of the vehicles, mainline construction, and maintenance facility. The scope of work for the RailPros, Inc. contract includes performing project management and oversight tasks related to: project management, plan preparation, schedule updates, meeting tasks, document control, quality assurance, risk management support, environmental coordination, procurement assistance, performance evaluation, design review, regulatory support (CPUC, Federal Railroad Administration (FRA)), Federal Transit Administration (FTA), quiet zone implementation, vehicle inspection, right-of-way acquisition, residential noise mitigations, system safety, third-party agreements and coordination, modification of bus service to new rail stations, fare collection systems, level boarding, public outreach, fund reporting, operations, testing and startup, turnover to Southern California Regional Rail Authority (SCRRA), and project closeout for the RPRP.

Entity: San Bernardino County Transportation Authority

When the contract was awarded in 2015, the overall program schedule developed during the environmental phase showed that the construction and closeout activities would be done by June 2020. The construction of the maintenance facility and mainline construction is now scheduled to be substantially complete by the summer of 2022. The Diesel Multiple Units (DMU) arrived at the maintenance facility in late 2021 and early 2022, roughly a year after initially planned, during which a full-time resident inspector was provided. In early 2022, the FRA requested the development and submittal of a new plan, a pre-revenue service safety validation plan, before commencement of revenue service. Furthermore, the testing and commissioning phase is scheduled to be completed by fall of 2022 and additional resources for daily oversight, meetings, and inspection staff are required. Transferring the mainline, maintenance, and vehicle to SCRRA also requires more effort than initially anticipated.

In addition to extending the project schedule, the level of effort required to complete the scope increased. During the DMU vehicle manufacturing and commissioning, a full-time inspector/observer was provided, which was originally planned as part-time work. With the operator change from Omnitrans to SCRRA, additional effort has been required to turn over the final facilities and the DMUs.

In order to provide the PMC resources needed to deliver the RPRP and successfully close-out the overall project, staff is requesting approval of Amendment No. 3 to Contract No. 15-1001146. The continued program management efforts include:

- Project Management and Oversight
- Project Management Plan
- Schedule
- Meetings
- Document Control
- Quality Assurance
- Risk Management Support
- Performance Evaluation
- CPUC Coordination and Support
- FRA Coordination and Support
- FTA Coordination and Support
- Quiet Zone Implementation
- Vehicle Inspection, Testing, and Commissioning
- System Safety Oversight
- Third-Party Agreements Development and Coordination
- Construction Management
- Reporting
- Coordinate and Manage Project Turnover to SCRRA
- Project Closeout

Staff recommends a contract increase in an amount not-to-exceed \$1,746,134.85, with an increase in contingency of \$174,613.48, for unforeseen program management. The contingency amount is estimated based on 10% of the total contract amount increase. The contract amendment and additional contingency amount is to be funded with \$900,000 State Transit Assistance (STA Rail) funds within the previously authorized RPRP budget, \$369,847.92 of unallocated interest accrued from the Public Transportation Modernization, Improvement and San Bernardino County Transportation Authority

Board of Directors Agenda Item September 7, 2022 Page 3

Service Enhancement Account grant funds, and \$650,900.41 Measure I Rail funds, for a new project total of \$376,133,730.63. Staff recommends approval of the contract amendment in order for RailPros, Inc. to continue to provide services required to manage the RPRP.

Financial Impact:

This item is not consistent with the Fiscal Year 2022/2023 Budget. This item contains a request for a budget amendment.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on August 11, 2022. SBCTA General Counsel, Risk Manager and Procurement Manager have reviewed this item and the draft amendment.

Responsible Staff:

Victor Lopez, Director of Transit & Rail Programs

Approved Board of Directors Date: September 7, 2022

Witnessed By:

			Co	ontract S	ummary Sheet			21.a
			Gene	eral Cont	tract Informatio	on		
Contract No:	15-1001146	Amendr	ment No.:	3				
Contract Class:	Payable	9	Departr	ment:	т	ransit	_	
Vendor No.:	01362	Vendo	or Name: R	ailPros, I	nc.			
Description:	Redlands Pass	senger Ra	il Program	Manage	ment Consultan	t Services		
List Any Related Co	ontract Nos.:	_						
				Dolla	r Amount			
Original Contract		\$	10,285,	,673.00	Original Contin	gency	\$	1,542,851.(
Prior Amendments	S	\$	5,917,	,005.00	Prior Amendme	ents	\$	591,701.(
Prior Contingency	Released	\$	2,134	,332.00	Prior Continger	ncy Released (-)	\$	(2,134,332.(
Current Amendme	ent	\$	1,746	,134.85	Current Amenc	lment	\$	174,613.4
Total/Revised Con	tract Value	\$	20,083,	144.85	Total Continge	ncy Value	\$	174,833.4
		Total	Dollar Aut	hority (C	ontract Value a	ind Contingency)	\$	20,257,978.3
			C	ontract	Authorization			
Board of Direct	ors Date:	9/	/7/2022		E	Board	ltem	n #8874
		Co	ntract Man	agemen	t (Internal Purp	oses Only)		
(Other Contracts	5		Sole Sou	urce? No	No Bi	udget Adjı	ustment
Local		Со	nstruction				N/A	
				Accour	nts Payable			
Estimated Start Da	nte: 10/	4/2016	Expirati	on Date:	9/30/2022	Revised Expirat	ion Date:	
NHS: N/A	QM	P/QAP:	N/A	Рі	revailing Wage:	Yes		
	Sub-		PA			Total Contract Funding:	Tota	l Contingency:
Fund Prog Task		Revenue	Level	Revenue	Code Name	\$ 20,083,144.85	\$	174,833.48
GL: 4150 30 0315 GL: 4150 30 0315		41100000 41100000			51 Rail 51 Rail	4,853,000.60 1,778,228.00		-
GL: 4150 30 0315	5 0324 52011	41100000		MS	SI Rail	11,705,781.40		220.00
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GL:						-	_	-
GL:						-		
VI	ctor Lopez					Victor Lopez		-

Project Manager (Print Name)

Victor Lopez Task Manager (Print Name)

Additional Notes:

Attachment: 15-1001146-03 - RailPros Inc(8874:RPRP - PMC - Amendment No.3 to Contract No. 15-1001146)

AMENDMENT NO. 3 TO CONTRACT NO. 15-1001146

FOR

PROGRAM MANAGEMENT SERVICES FOR REDLANDS PASSENGER RAIL PROJECT

(RAILPROS, INC.)

This AMENDMENT No. 3 to Contract No. 15-1001146 is made by and between RailPros, Inc. ("CONSULTANT") and the San Bernardino County Transportation Authority ("SBCTA"). CONSULTANT and SBCTA are each a "Party" and are collectively "Parties".

RECITALS:

- A. SBCTA, under Contract No. 15-1001146, engaged the services of CONSULTANT to provide program management services for Redlands Passenger Rail Project ("Contract"); and
- B. On June 23, 2020, SBCTA and the CONSULTANT entered into Amendment No. 1 to Contract to extend the Contract term; and
- C. On July 20, 2020, SBCTA and the CONSULTANT entered into Amendment No. 2 to Contract to provide additional program management services, extend the Contract term, and to increase the Contract price by \$5,917,005.00, for a new Contract amount of \$16,202,678.00; and
- D. The Parties desire to further amend the Contract to allow CONSULTANT to continue to provide program management services included in the scope of work attached as Exhibit "A.3".

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, CONSULTANT and SBCTA agree as follows:

- 1. Article 3 "Compensation," sub-paragraph 3.2, is deleted and replaced in its entirety to read as follows:
 - 3.2 The total Contract Not-To-Exceed Amount is Twenty Million, Eighty-Three Thousand, One Hundred Forty-Four Dollars and Eighty-Five Cents (\$20,083,144.85). 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 preapproved 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 of Three Percent (3%) per year. Escalation shall commence as of September 2016, and shall be applied each September 1st for the term of the Contract.

2. The Scope of Services for Contract No. 15-1001146 (Exhibit "A") shall be amended to include the additional services described in Exhibit "A.3," which is attached to this Amendment No. 3 and incorporated herein, all to be performed to SBCTA's satisfaction. Except as specifically amended by Exhibit "A.3", the current provisions of the Scope of Services shall remain in force and effect.

3. Except as amended by this Amendment No. 3, all other provisions of the Contract as previously amended shall remain in full force and effect.

4. This Amendment No. 3 is effective upon execution by SBCTA.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No.1 below.

RAILPROS, INC.	SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY		
By:	By:		
Douglas Sawyer	Art Bishop		
Senior Vice President	Board President		
Date:	Date:		
P			
By:			
Daniel Carter Chief Legal and People Officer			
Chief Legal and People Officer			
Date:			
	APPROVED AS TO FORM:		
	Julianna K. Tillquist		
	General Counsel		
	CONCURRENCE:		
	By:		
	Shaneka Morris		
	Procurement Manager		
	2		



EXHIBIT A.2 Scope of Services

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Packet Pg. 507

Task 1 - Project Management Task 1.1 - Project Management and Oversight

CONSULTANT will continue to provide service through the scheduled project completion and will be responsible for the management and implementation of the RPRP by monitoring the budget, schedule, and scope and identifying and tracking major decision milestones for Board actions. CONSULTANT will continue to act on behalf of the agency to provide over-all management and oversight of the RPRP including, but not limited to: safety, design, engineering, construction, third-party agreements, risk management, quality assurance, vehicle procurement and acceptance, configuration management, service start-up and implementation, emergency response planning, and project close-out.

CONSULTANT will continue coordinate its Project Management Team (PMT) with other consultants and contractors to maintain the project schedule and provide monthly, quarterly, and annual reports which will include status of each work element, percentage of project completed, percentage of budget expended, resolution or status of any disputes or challenges encountered during the reporting period, any unforeseen issues that may arise during the reporting period and any upcoming issues that could impact project budget or schedule. CONSULTANT shall provide monthly progress reports in a SBCTA approved format as part of the monthly invoice. The Progress Report shall address activities and progress within the recent billing cycle, provide upcoming deliverables and actions, and shall include SBCTA Form 315, reporting of DBE participation.

CONSULTANT will continue to provide all the section deliverables in electronic format with hard copies as requested by SBCTA.

Deliverable:

• Monthly Progress Reports

Task 1.2 - Project Management Plan

CONSULTANT will continue to provide service through the scheduled project completion and will develop and maintain a Project Management Plan (PMP) for PMC specific tasks and for the entire

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21.c

RAIL PROS

RPRP program, identifying the primary RPRP work elements from final design, through construction, vehicle procurement, service implementation, and project closeout.

CONSULTANT will continue to provide the leadership necessary to coordinate and guide the various other consultants and contractors to facilitate completion of these work elements in the proper sequence, within schedule and budget, and verify that the quality of workmanship and materials meets the project specifications and requirements as well as the standard of care. The RPRP Program PMP shall include a Configuration Management Plan (CMP), which will be implemented and managed by the CONSULTANT. The CMP will detail process and procedures to ensure that the project is consistent with environmental clearances and SBCTA Board directions. The CMP will also layout processes to evaluate proposed project changes and gain environmental and SBCTA Board of Directors approvals if different from the originally approved project. The CONSULTANT will continue to be responsible for identifying project changes and the potential of changes to other project systems and associated improvements, ensuring that no new unsafe situations result from the change and that the change, if approved; is propagated throughout the project and addressed by all disciplines and affected parties in a timely manner.

Deliverable:

• RPRP Project Management Plan

Task 1.3 - Schedule

CONSULTANT will continue to provide service through the scheduled project completion and will review SBCTA's previous work to create a baseline schedule and budget. CONSULTANT will continue to maintain the Master RPRP Schedule using Oracle Primavera P6 and will integrate schedule elements prepared by the other major project stakeholders including, but not limited to esri, Caltrans, University of Redlands, City of San Bernardino, City of Redlands, Southern California Regional Rail Authority (SCRRA), BNSF Railway (BNSF), Redlands Subdivision freight customers, and the County of San Bernardino. The Master RPRP schedule will further include inputs from the Mainline Design Consultant (MDC), Maintenance Facility Design Consultant (MFDC), the rail operations and maintenance contractors along with the Construction Management (CM) consultant to provide consistent summary-level information for their respective project elements. The schedule shall take into consideration influences from internal and external sources that may create delays to project length and budget.

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The schedule tracking will continue through the first month of revenue service. Schedule updates will also be included in the monthly and quarterly progress reports.

Deliverable:

• Master RPRP Schedule provided at least on a monthly basis and more frequently if critical issues occur.

Task 1.4 – Meetings

CONSULANT will continue to provide service through the scheduled project completion. 1.4.1 - Third-Parties

1.4.1.1 - CONSULANT may need to attend miscellaneous meetings with third-parties including but not limited to cities, utilities, operating railroads, regulators, the University of Redlands, esri, and the County of San Bernardino.

1.4.2 - Committees

CONSULTANT will continue to coordinate the activities of a large number of entities, both inside and outside of SBCTA and the RPRP implementation team. To facilitate this cooperation and to provide a methodology for safety certification, system integration testing, and service implementation, CONSULTANT will recommend and assist in creating a number of committees. CONSULTANT will maintain the committee rosters, set the agendas, prepare technical information to be reviewed, prepare the meeting minutes, and action item lists.

1.4.3 - SBCTA Committee and Board Meetings

CONSULTANT shall attend any SBCTA Committee or Board meetings required to support the implementation of the Project. CONSULTANT shall prepare technical materials, presentations, or other information as requested and shall provide technical assistance, including presenting material, during presentations to the SBCTA Board members.

1.4.4 - Meetings

CONSULTANT will continue to hold and lead the following meetings and workshops, as needed, at SBCTA's request:

- Third party coordination meetings
- SCRRA meetings

Deliverables:

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- Meeting attendance rosters
- Meeting agendas
- Meeting synopses
- Meeting action items

Task 1.5 - Document Control

CONSULTANT will continue to provide service through the scheduled project completion. CONSULTANT will continue to maintain the existing document control plan specifically for the RPRP. The document control plan will be incorporated into and updated with the PMP. To make implementation of the document control plan more efficient, CONSULTANT will continue to use web-based tools such as RailPros SharePoint site, or similar, as acceptable to SBCTA. CONSULTANT will continue to be responsible for managing the document control system, entering and tracking documents throughout the entire project.

CONSULTANT is responsible for compiling previously completed project documents and correspondence and adding them to the document control system.

Deliverables:

Management of Document Control System

Task 1.6 - Quality Assurance

CONSULTANT will continue to provide service through the scheduled project completion and will update as needed a Quality Management Plan as part of the PMP in accordance with FTA's current Quality Management System Guidelines (QMSG) to support program quality activities. CONSULTANT will continue to review the provided Quality Assurance plans of the major RPRP consultants and vendors.

CONSULTANT will continue to perform oversight surveillance and conduct formal audits to assess the degree of consultant or vendor compliance with their respective Quality plans and with the overall contract requirements. CONSULTANT will continue to issue notices of non-conformance if deficiencies are discovered and will work with parties involved to develop and implement documented corrective action plans as necessary to correct deficiencies. QA activities will be summarized in the monthly report.

Deliverable:

Continued Maintenance of the Quality Management Plan

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- Formal Audit Report per Consultant/ Contractor

Task 1.7 - Risk Management Support

CONSULTANT will continue to provide service through the scheduled project completion. During the preliminary engineering/environmental clearance phase SBCTA developed a risk management plan and accompanying cost risk analysis and risk register for the project. CONSULTANT will continue to support the on-going effort to assist SBCTA in managing the risk associated with cost and schedule in the delivery of this system through and to revenue operations and contract closeout. It is anticipated that the existing cost risk analysis model will reside with the MDC, to be updated by the MDC periodically based on support efforts provided by the CONSULTANT. The support effort will consist of the following.

1.7.1 - Update and Maintain Risk Register

CONSULTANT will continue update the risk register based as necessary to cover all project elements including maintenance facility design, vehicle procurement, operating agency selection, O&M contractor selection, construction management, and third party coordination. CONSULTANT will continue to interface with SBCTA's risk management lead, key staff from each project element, and conduct quarterly updates of the risk register in accordance with the established risk management framework.

Through the period of the contract, CONSULTANT will continue to identify new or modified risk elements and risk mitigation recommendations for adoption by SBCTA; both primary and secondary mitigation recommendations will be included. Primary Mitigation occurs throughout the various project phases and is the result of the planned actions of SBCTA and its contractors as described in the Risk Management Plan as supplemented with the recommendations resulting from this review. Secondary Mitigation consists of pre-planned, potential scope or process changes that may be triggered when risk events occur that cause overruns of certain phase-based targets.

Task 1.8 - Procurement Assistance

The RPRP will require significant and varied solicitations for project delivery and operational resources needed to initiate the new passenger rail service. CONSULTANT will continue to provide service through the scheduled project completion and will support SBCTA, as needed, in

the programmatic scheduling, advertising, and award of these contracts including; preparing independent costs estimates, assist with pre-advertisement activities, supporting pre-proposal and pre-bid meetings, acting as the clearing house and providing technical backup for the preparation of responses to bidder inquires, and preforming bid analysis efforts to confirm bids are responsive. Procurements that the CONSULTANT will continue to provide support on include, but are not limited to:

• Existing Contract Modifications

Additionally, RPRP funding requirements may mandate specific procurement steps be taken and contractual requirements be included in the bid documents. With the FTA funding already identified for RPRP, CONSULTANT team will support SBCTA in compliance with FTA Circular C 4220.IF Third Party Contracting Guidance and FTA's Best Practices Procurement Manual to ensure the project remains eligible for federal funding reimbursements.

Deliverables:

- Evaluate scopes of work, perform independent cost estimates, specifications, standard conditions, and special conditions.
- Responses including questions and requests for clarification, addenda.

Task 1.9 - Performance Evaluation

CONSULTANT will continue to provide service through the scheduled project completion and will support SBCTA in evaluating and reviewing performance of design consultants, contractors and third-parties. Task includes maintaining current understanding of the project status through our PMT efforts, including participating in Project Development Team (PDT) and coordination meetings and performing review of invoices, schedules, budgets, progress reports, contract requirements and amendments, payment request, change orders, funding requirements, etc.

Deliverables:

- Document review and comments/approvals
- Program status updates (included in regular reporting)

Task 1.10 - Design Review

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The design scopes of work will include administrative and technical tasks on a variety of subjects. The objective of this task is to verify that the consistent, contract- compliant designs are developed that are constructed in accordance with SBCTA's expectations.

CONSULTANT will continue to provide service through the scheduled project completion and will perform:

- Review of submitted documents and provide written and verbal comments to SBCTA and its consultants and contractors.
- Validation of design criteria, design integration with other stakeholders, design changes, value engineering, costs estimates, and consistency.
- Limited constructability review.
- Verify that designs comply with all regulatory requirements such as MAP-21, Americans with Disabilities Act, Buy America, the Code of Federal Regulations, the California Public Utilities Commission (CPUC) General Orders, and any other federal, state, or local laws and regulations that are applicable to the project.
- Identify any deviations from the Final EIS/EIR that may require environmental reevaluation.
- Arrange follow-up meetings or conference calls for resolution of the comments.
- Review monthly invoices and provide input to the project master schedule.

1.10.1 - Submittal Review Process

CONSULTANT will continue to coordinate comments and post a combined response to the design consultant on SharePoint within the review time limit.

1.10.2 - Review Invoices & Update Schedule

It is anticipated that design consultants will be issued lump sum contracts, which are to be paid based on the completeness of the construction documents. CONSULTANT will continue to review reported construction document completeness on the submitted invoices and payment to design consultants for the rejected milestone submittal may be withheld at the discretion of SBCTA's project

manager until the submittal is complete. If a milestone submittal is rejected, CONSULTANT will continue to coordinate this with SBCTA and CONSULTANT's project controls staff, which may require update to the project's master schedule.

Deliverables:

- Meeting Minutes and Action Items
- Design Review Checklists

- Monthly Invoice Review Comments and/or Approvals
- Monthly Schedule updates based on Invoice Review

Task 1.11- CPUC & Quiet Zone Applications

CONSULTANT will continue to provide service through the scheduled project completion and will support SBCTA in working closely with stakeholders, such as the California Public Utilities Commission (CPUC), Federal Railroad Administration (FRA), City of San Bernardino, City of Redlands, Caltrans, and private property owners to get buy-in for the proposed improvements to the existing 28 at-grade crossings and two grade separated crossings. Other various proposed crossings may be included with RPRP including but not limited to the Santa Ana River Trail and Zanja crossing near Sylvan Park.

1.11.1 - Quiet Zones

CONSULTANT will continue to prepare all calculations and documents necessary for establishment of Quiet Zones throughout the corridor. This task also includes meetings with the cities of San Bernardino and Redlands and preparation of all notification documents needed for each city to establish a Quiet Zone.

1.11.2 - Crossing Completion

CONSULTANT will continue to prepare and obtain approval of all Form G applications for all crossings throughout the corridor.

Assumptions

One joint Quiet Zone will be established across all crossings in both cities throughout the RPRP. One draft and one revised final draft of all documents listed in the deliverables will be prepared. The FRA may request an additional diagnostic to discuss quiet zone.

Deliverables:

1.11.2.1	Comments, edits and/or revisions to CPUC Form G documentation (as
needed)	
1.11.2.2	Draft and Final CPUC Crossing Applications
1.11.2.3	Draft and Final Response NOI Comments
1.11.2.4	Draft and Final FRA Quiet Zone Application
1.11.2.5	Draft and Final Quiet Zone Notice of Establishment

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Task 1.12 - Third-Party Agreements & Coordination

CONSULTANT will continue to provide service through the scheduled project completion and will manage the process of developing and finalizing third-party agreements coordinating with SBCTA staff, in-house and outside legal counsel, stakeholders, and other third- parties. CONSULTANT will continue compile and identify old agreements to be replaced with new agreements and templates recently adopted by SBCTA. CONSULTANT will continue to develop a schedule for required completion dates for each agreement and incorporate them into the master project schedule. SBCTA has identified a number of technical areas where new agreements, agreement changes and coordination are likely required. Additional details for each of these technical areas are discussed below.

1.12.1- Grade Crossing and Station Coordination and Closure, Replacement, and Construction and Maintenance Agreements

CONSULTANT will continue coordinate and complete new, revised/ replacement, closure and construction and maintenance agreements with the cities and/or roadway authorities for all public at-grade crossings, with Caltrans for modifications to both of the existing 1-10 crossings, with esri and the University of Redlands for their respective proposed stations, With the County of San Bernardino regarding modifications to channels and canals and the Santa Ana River Trail, as well as additional stakeholders for modifications or impacts to private crossings. Traffic signal preemption timing parameters will be incorporated into legacy agreements as needed.

1.12.2 - Freight Agreements and Amendment(s) for Maintenance, Construction, and Operations CONSULTANT will continue to work on behalf of SBCTA to create and modify current agreements as necessary to facilitate construction and future operations of RPRP passenger service. CONSULTANT will continue to coordinate construction activities with BNSF Railway and freight customers to ensure impacts to existing and future operations are understood and minimized.

1.12.3- New and Relocated-Utilities

CONSULTANT will continue to assist in managing the utility coordination for the project and work with the design consultants to create a utility matrix which will include all known utility data and any new utilities proposed for the RPRP. The utility matrix will identify those utilities that require relocation, abandonment, removal, or may remain in place. The matrix will also identify those utilities that do not meet current AREMA standards. Overall, the utility matrix will include the following information: utility owner, existing agreement, location by milepost/nearest crossstreet, data source, potential conflicts, disposition, and fiduciary responsibility.

CONSULTANT will continue to schedule meetings with the utility owners, SBCTA, and the design consultants to create and maintain a utility matrix. This will also help facilitate discussions on specific entitlement rights for certain utilities. As is often the case with railroads, not all entitlement information is available. CONSULTANT will continue to coordinate with SBCTA on which utilities need new agreements and the appropriate type of agreement for that utility easement, license, etc. Financial responsibility for utility rearrangements will also be explored and determined.

1.12.4-Transit Oriented Development and Other Land Use Agreements with, the Cities of San Bernardino and Redlands (Optional)

CONSULTANT will continue to work with SBCTA to take full advantage of the mutually supportive character SBCTA has developed with the cities of San Bernardino and Redlands and other stakeholders such as esri and the University of Redlands to facilitate land-use changes around RPRP stations to support transit use. The CONSULT ANT will support SBCTA on an as- needed basis for:

- Selecting those station locations that have the greatest potential to benefit from a station area plan.
- Conducting an analysis of the existing regulatory framework from a zoning and land-use perspective.
- Evaluate potential development opportunities for parcels surrounding the identified station locations.
- Work with the local jurisdictions and stakeholders to implement a regulatory framework that maximizes future development opportunities surrounding the stations.
- Assist local jurisdictions and stakeholders with creation of potential transit-oriented developments (TOD).

CONSULTANT will continue to work collaboratively with the cities of San Bernardino and Redlands to establish required modifications and potentially new components to their respective regulatory framework that will enable the development surrounding the station locations to develop to their full and best use.

1.12.5- Operating, Maintenance and Funding Agreements

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CONSULTANT will continue to assist SBCTA in determining the governance agency or combination of governance agencies that will be responsible for issuing and overseeing the contracts for the operation and maintenance of the RPRP passenger rail service. Potential agencies include the SCRRA, and/or SBCTA.

CONSULTANT will continue to provide a peer review of the Operation Maintenance and Vehicle Selection Study, dated April 2015 and assist SBCTA in determining the most cost-effective governance agency or combination of agencies that can also provide a reliable service. CONSULTANT will continue to develop specific scopes of work or job descriptions for the various contractor functions and assist in developing and negotiating operating and maintenance agreements with the selected agency or agencies.

CONSULTANT will continue to review existing agreements with BNSF and SCRRA and assist SBCTA in negotiating and drafting new construction, operating, or maintenance agreements if needed to accommodate existing operations.

CONSULTANT will continue to provide services required to support the tasks for grant management and administration, including fund disbursement and reporting compliance for a period up to 3 years after in-service date. Most funding sources provide reimbursements based on detailed and accurate submittal of invoices. CONSULTANT will continue to establish and monitor necessary processes to meet the requirements specified by each individual funding source.

1.12.6- Vehicle Procurement Agreements

CONSULTANT will continue to work with the FRA to develop safety plans and any waiver requests that allow for the selected DMU vehicle to operate mixed freight and commuter rail operations. CONSULTANT will continue to work with the vehicle vendor and the FRA from the earliest stages of the project to obtain the necessary alternative vehicle technology waivers. CONSULTANT will continue to work with the vehicle vendor and the FRA to develop a system safety program plan and passenger train emergency preparedness plan, and any other documentation required allowing the RPRP DMUs to be operated with a single crewperson.

1.12.7- Agreements with Funding and Regulatory Agencies

1.12.7.1- Evaluation of Funding

CONSULTANT will continue to coordinate with SBCTA's Fund Administration Department to identify and develop funding constraints into schedules for appropriate obligation and allocation of funds and will examine the numerous state and federal funding sources and

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will evaluate eligibility of the project to leverage the local Measure I funds to maximize the agency's financial capabilities.

1.12.7.2- Tracking of Funding

CONSULTANT will continue track cost information at detailed levels to monitor against unauthorized use of funds for specific project elements, authorized limits set for projects, contracts, and work directives and utilize cost information to track and report the status of programming and fund allocation, grants, and revenues from all internal and external sources to work packages through the project's full life cycle.

1.12.7.3- Compliant Audit Process

CONSULTANT will continue to provide all services required to support the tasks for grant management and administration, including fund disbursement and reporting compliance. Most funding sources provide reimbursements based on detailed and accurate submittal of invoices. CONSULTANT will continue to monitor necessary processes to meet the requirements specified by each individual funding source.

Compliance services will include:

- Tracking of change order expenditures.
- Monitor project compliance.
- Review current project status to determine the financial balance between budget and cash flows.
- Identify the current funding sources/activities and milestones required for each schedule phase.
- Code funding activities and milestones within the Primavera P6 project schedule
- Track significant funding changes/comments.

Task 1.13 - Construction Management

CONSULTANT will continue to provide service through the scheduled project completion and will support SBCTA and the Construction Management Consultant (CMC) in organizing and providing constructability analysis review and coordinate constructability issues with each of the design consultant for resolution with an overall goal to provide the most cost-effective approach to delivery.

CONSULTANT will continue to support SBCTA in the procurement of a Contractor and will assemble all conformed drawings, bid, and contract documents prepared by the design consultants.

CONSULTANT will continue to perform audits of the construction manager, verifying they are appropriately fulfilling their responsibilities, including enforcing compliance by the contractors to meet the Mitigation, Monitoring, and Reporting Program and maintaining red-line drawings of changes made in the field to the contract drawings. As construction is completed, CONSULTANT will continue to gather the necessary documents from consultants, contractors, third parties, and other entities during the implementation of the project to assemble the final construction records for the project.

CONSULTANT will continue to oversee the process as the design consultants use red-line drawings to create the final as-built records for the project.

CONSULTANT will continue to perform Unmanned Aerial Systems (UAS) Services to document corridor condition and progression.

Deliverables:

- Meeting minutes, notes and records from meetings
- Assembled Final Project records, including final As-Built records
- UAS Aerial Record Video of Project Corridor Collected and Processed Quarterly

Task 1.14 - Operations, Startup, and Testing

CONSULTANT will continue to provide service through the scheduled project completion and will support SBCTA in the development, final testing, and implementation of a new passenger service between San Bernardino Transit Center and the University of Redlands.

1.14.1- Regulatory agency interface

CONSULTANT will continue interface with federal (primarily, but not limited to FRA and FTA), CPUC, and local authorities during the development of the revenue service. CONSULTANT will continue to prepare or review the work of the operating and maintenance contractors, the necessary operating documents, training plans, and regulatory filings required to initiate passenger service as required. A sampling of the plans/filings required are 49CFR Parts:

- 213 Track Safety Standards
- 214 Roadway Worker Protection
- 217 Railroad Operating Rules
- 218 Railroad Operating Practices
- 219 Control of Alcohol and Drugs
- 222 Use of Train Horns (Quiet Zone implementation)

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- 225 Accident/Incident Reporting
- 228 Hours of Service
- 229 Locomotive Safety Standards
- 234 Grade Crossing Warning Devices
- 236 Railroad Control (signal) Systems
- 238 Passenger Equipment Safety Standards
- 239 Emergency Preparedness
- 240 Certification of Locomotive Engineers
- 242 Certification of Conductors
- 272 System Safety Programs

The railroad and especially the passenger railroad regulatory environment is rapidly changing. The list above shows the Part titles only, each Part often contains multiple specific regulations.

Deliverables:

• Necessary operating documents, training plans, and regulatory filings.

1.14.2- Notice of Proposed Rule Makings and General Orders

CONSULTANT will continue to monitor the Federal Register for Notice of Proposed Rule Makings (NPRM) and review CPUC General Orders and proposed Commission actions to report on the potential impacts of new or revised regulations on the project as part of the monthly progress report.

Should alternative energy for vehicle propulsion be explored or implemented, CONSULTANT will continue to assist SBCTA in obtaining all necessary waivers, variances, or other forms of regulatory relief.

Deliverables:

- Monthly review of regulatory changes impacting the project.
- Necessary alternative energy waivers and variances.

1.14.3- Operation and Maintenance

CONSULTANT will continue to guide the development of an operations and maintenance (O&M) plan for the RPRP, including but not limited to:

1.14.3.1 Review of previous SBCTA work on Operations and Maintenance Plans. The review will start with environmental documents and work developed in earlier studies.

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21.c

1.14.3.2 Support development draft schedules including daily and weekend/holiday operating hours and service frequencies.

1.14.3.3 Support determination of the number of vehicles required, operating and mechanical staffing needs and overall provision of service costs, including MOW, PTC and facility maintenance.

1.14.3.4 Support of development of a programmed preventative maintenance plan and the State of Good Repair (SOG) program, which include OEM recommended practices, corrective maintenance and rehabilitation as necessary and provides a timeline for the inspection and replacement or overhaul of major project components, including vehicles, track, signal, and communication apparatus.

1.14.3.5 Support preparation of an Asset Management plan that includes items such as bridge management plans per49 CFR Part 237 and APTA-SGR-TAM-RP-002-13.

Deliverables:

- Review of previous infrastructure needs and operational planning work.
- Review of State of Good Repair (SGR) program.
- Review of Asset Management Plan,

Task 1.15 - Project Closeout

CONSULTANT will continue to provide service through the scheduled project completion and will support SBCTA in overseeing project closeout. Project Closeout is defined as when SBCTA-is able to financially close the project in the agency's project accounting system after maximizing the utilization of all available capital funding to pay for project costs.

1.15.1- Master Schedule

CONSULTANT will continue to maintain a master schedule including the key activities prerequisite to project closeout.

1.15.2- Vendor Documentation

CONSULTANT will continue to support SBCTA in obtaining the documentation from each of the vendors to closeout contracts. The major vendor contracts requiring closure are, but not limited

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to the construction contract, mainline design consultant, construction manager, maintenance facility design consultant, vehicle vendor, and project manager consultant. Contract closure includes documentation from each vendor that they have been fully compensated for their products and services delivered.

CONSULTANT will continue to support SBCTA in confirming vendors have completed their services.

1.15.3- Funding Reimbursable

CONSULTANT will continue to evaluate the project activities that are reimbursable from each of the funding grants, so the final report of expenditures to the grant administrator can be made as soon as all relevant expenditures have been paid by SBCTA as documented by a standard accounting report.

1.15.4- Major Consultant Closeout

CONSULTANT will continue to review those activities that are to be paid from project funding and must be completed for a financial closing of the RPRP. The following identifies our responsibilities for three of the major contracts that will be instrumental in project delivery.

1.15.4.1- Design Consultant Contract Closeout

1.15.4.1.1- CONSULTANT will continue to review the design consultant invoices to confirm the documents include a statement and release, satisfactory to SBCTA, that the firm has fully performed the Work invoiced pursuant to their contract for the period covered.

1.15.4.1.2- CONSULTANT will continue to support SBCTA in the development of a design consultant checklist to confirm all the contractual items have been submitted and accepted. Items in the checklist will include final as built designs and utility drawings and specifications as well as products as agreed to in the executed design contracts. The design consultants' final invoices must contain the final cost and all credits due SBCTA that include any equipment purchased under the contract.

1.15.4.1.3- CONSULTANT will continue to notify SBCTA once the design consultant contract items have been confirmed in order that the final payment can be released.

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1.15.4.2- Construction Contract Closeout

1.15.4.2.1- CONSULTANT will continue to exercise an oversight role by working with SBCTA, the design consultants, and the construction management team to develop project closeout specifications that address all project requirements, including final inspections, project acceptance by all stakeholders, testing, resolution of all outstanding contractual issues, warranties and guarantees, lien releases, labor compliance, claims, and final payments.

1.15.4.2.2- Project closeout specifications may be developed based on the Metrolink standard specifications and tailored for the RPRP. Applicable specifications or similar include:

- Section 017700 Substantial Completion
- Section 01 77 19 Project Closeout
- Section 01 78 36 Warranties and Guarantees
- Section 017839 Project Record Documents

1.15.4.2.3 - CONSULTANT will continue advise the construction manager as needed to make sure that the project closeout specifications are adhered to. The construction contractor's filing of a Notice of Completion with no objections submitted from subcontractors will be a key to closing the construction contract with the assurance SBCTA will face no additional financial liabilities to that contract.

1.15.4.3- Construction Management (CM) Consultant Contract Closeout

1.15.4.3.1- CONSULTANT will continue to review the CM consultant invoices to confirm the documents include a statement and release, satisfactory to SBCTA, that the firm has fully performed the Work invoiced pursuant to their contract for the period covered.

1.15.4.3.2- CONSULTANT continue to will notify SBCTA once the CM consultant contract items have been confirmed in order that the final payment can be released.

1.15.4.4- Procurement Contract Closeout

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1.15.4.4.1- CONSULTANT will continue to work with SBCTA to develop the closeout procedures that will include the testing, warranties, and guarantees necessary to ensure that the vehicle performance and maintenance expectations are clearly specified and confirmed.

1.15.4.4.2- CONSULTANT will continue to develop a procurement contract checklist to confirm all contractual items have been submitted and accepted.

Deliverables:

• Contract close out checklists

Task 2 - Vehicle Acquisition

CONSULTANT will continue to provide service through the scheduled project completion and will support SBCTA with acquisition of the revenue rail passenger vehicles and any non-revenue vehicles as are required. The RPRP is expected to require three or four vehicles during the first phase.

CONSULTANT will continue to review and determine status of previous SBCTA work on vehicle options and build on this initial analysis to determine the best value and most cost effective approach to vehicle acquisition while complying with Buy America requirements.

CONSULTANT will continue to provide full time manufacturing inspection, testing, and commissioning oversight.

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Deliverables:

- 2.8.1 Monthly progress and inspection reports
- 2.8.2 Buy America Post Delivery Audit Report
- 2.8.3 Safety Certification
-]

Task 3 - System Safety

RAIL PROS

System safety is an integral and critical component for any operating railroad, especially the startup of new commuter rail service. CONSULTANT will continue to provide service through the scheduled project completion and will work closely with SBCTA, FRA, and other regulators and railroad operators to achieve a safely operated system, developing the system safety that meets or exceeds regulatory and industry standards.

3.1- System Safety Program Plan

CONSULTANT will continue to assist SBCTA to develop and implement a System Safety Program Plan (SSPP) in accordance with the American Public Transportation Association (APTA), FRA, Ff A, CPUC· and, as applicable, CAL OSHA and NFPA criteria. The SSPP will describe the methods to be used to develop and maintain a culture of safety on the project, including, but not limited to, safety coordination between the various project participants, identification, analysis and mitigation of potential hazards, right-of-way and worksite safety training for staff and contractors, on-going project safety oversight, safety certification process for vehicles and system infrastructure, and the development of a Passenger Train Emergency Preparedness Plan (PTEPP) in accordance with 49CFR Part 239 and APTA standards. The SSPP will also cover project security, plans for which CONSULTANT will continue to develop with SBCTA staff to meet the project's requirements.

3.2- Project Management Safety Committee

CONSULTANT will continue to assist SBCTA to convene and chair a high-level Project Management Safety Committee (PMSC) and a system of field safety, security and other specialized committees reporting thereto, to facilitate the implementation of, and verification of compliance with, the SSPP, and to conduct performance of hazard analyses, field safety training, emergency responder training, oversight auditing and other tasks required by the SSPP. The PMSC will update and revise the SSPP periodically as needed to ensure it remains current and applicable to the RPRP project. -

3.3- Safety & Security Management Plan and a Safety Certification Plan

In addition to the above, the CONSULTANT safety team will assist SBCTA to prepare a Safety & Security Management Plan (SSMP) and a Safety Certification Plan (SCP), as required by FRA for new start commuter rail operations. These critical safety documents, which are subordinate to the overall SSPP, further define the system safety activities to be performed during the design, construction/ start up and operational phases of the project.

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The CONSULTANT will continue to manage the development and compliance will all federal requirements for a new start commuter rail operation. It is estimated that about 131 different federal regulations will need to be addressed.

3.3.1- Safety & Security Management Plan

A sub-element of the SSPP is the Safety & Security Management Plan (SSMP). The SSMP will address the management of safety and security from preliminary engineering through start-up and revenue service. The SSMP covers:

- System Safety Organization
- System Safety Analyses
- System Safety Committee Organizational Structure
- Safety Certification Activities
- Safety Certification Verification Activities
- Safety Related Start-up activities including emergency response planning and training

The SSMP will be prepared to be in compliance with FTA circular 5800.1.

3.4- Safety Certification Plan

CONSULTANT will continue to assist SBCTA to develop a Safety Certification Plan (SCP) in accordance with the applicable APTA and regulatory specifications which identifies the processes, procedures, roles and responsibilities for the safety certification of the RPRP vehicles and system. The SCP describes the process verifying that all identified safety requirements are incorporated into the RPRP system as designed and built. The goal is to verify that safety standards are met or exceeded in the design, construction and start-up of the project. This Plan applies to the design, construction, testing, start-up, and operational readiness of the Project.

3.5- System Safety and Security Workshops

In order to prepare the required safety and security analyses, CONSULTANT will continue to assist SBCTA to schedule and chair workshops to prepare the preliminary Hazard Analysis and Threat and Vulnerability Assessment.

Deliverables:

The following is a list of anticipated deliverables for this task:

- SPP
- SSMP
- SCP

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- Criteria Conformance Checklists
- Specification Conformance Checklists
- Preliminary Hazard Analysis Report
- Operating Hazard Analysis Report
- Threat and Vulnerability Assessment Report
- Monthly Safety Meeting Minutes

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Minute Action

AGENDA ITEM: 22

Date: September 7, 2022

Subject:

Funding Agreement with San Bernardino County for Needles Highway Segment 1C Project

Recommendation:

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

A. Allocate \$8,500,000 in Federal Surface Transportation Program funds to San Bernardino County for the Needles Highway Segment 1C Project.

B. Approve Project Funding Agreement No. 22-1002811 with San Bernardino County for the Right-of-Way and Construction Phases of the Needles Highway Segment 1C Project.

Background:

San Bernardino County (County) has requested a Project Funding Agreement in the amount of \$8,500,000 for the Right-of-Way (ROW) and Construction phases of the Needles Highway Segment 1C Project (Project). Needles Highway is a heavily traveled road used by trucks and tourists heading north towards Laughlin, Nevada from Needles, California. The Project will realign and reconstruct approximately 2.3 miles of Needles Highway between David Drive to 0.1 mile north of Not'cho Road. Drainage improvements and other appurtenant work will also be completed. The Colorado River Subarea jurisdictions have determined the Project to be the number one regional project priority in the Subarea.

In March 2022, the San Bernardino County Transportation Authority (SBCTA) Board of Directors approved an Advanced Expenditure Agreement for an allocation of \$900,000 in Colorado River Subarea Measure I Major Local Highway Projects Program funds for the Environmental and Design phases of the Project to be reimbursed as funds become available. The Project is expected to undergo a revalidation of its environmental document, after which the County may begin work on the ROW phase. This Agreement will allow the County to work through the California Department of Transportation to access the allocated Federal Surface Transportation Program funds for the ROW and Construction phases, consistent with the 2021 Update to the 10-Year Delivery Plan. A detailed estimate of the project milestones through construction is included as Attachment A to the agreement.

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 Mountain/Desert Policy Committee on August 12, 2022. SBCTA General Counsel and Risk Management have reviewed this item and the draft agreement.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Board of Directors Agenda Item September 7, 2022 Page 2

> Approved Board of Directors Date: September 7, 2022

> > Witnessed By:

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			Contrac	t Summary She	et			22.a
			General Co	ontract Informa	ation			
Contract No:	22-100281	I1 Amen	dment No.:					
Contract Class:	Paya	ble	Department:	Fun	d Adminis	stration		
Vendor No.:	01908	Vend	dor Name: County	of San Bernard	ino			
Description:	Needles Hw	vy Segment [•]	1C Funding Agreen	nent				
List Any Related Co	ontract Nos.:			22-1	002711 (PE MSI AEA)		
			Do	llar Amount	-			
Original Contract		\$	-	Original Con	itingency		\$	-
Prior Amendments	5	\$	-	Prior Ameno	dments		\$	-
Current Amendme	nt	\$	-	Current Ame	endment		\$	-
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Board of Direct	ors Da		/07/2022		Board		Item #	8885
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Local		4013	Funding Allocati				N/A	
				ounts Payable				
Estimated Start Da	te: 09	9/07/2022	Expiration Dat	e: 12/31/2	2026	Revised Expiration	on Date:	
NHS: N/A	Q	MP/QAP:	N/A	Prevailing Wag	ge:	N/A		
	-	_		0		Il Contract Funding:	Total Contir	igency:
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PROJECT FUNDING AGREEMENT NO. 22-1002811

FOR

NEEDLES HIGHWAY, SEGMENT 1C PROJECT

(SAN BERNARDINO COUNTY)

THIS Project Funding Agreement ("AGREEMENT") is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA") and San Bernardino County ("COUNTY"). SBCTA and COUNTY are each a "Party" or collectively "Parties."

RECITALS

A. The Measure I 2010-2040 Expenditure Plan and the Colorado River Subarea transportation planning partners have identified projects eligible for funding from Measure I 2010-2040 Colorado River Subarea Major Local Highway Projects Program ("MLHP") funds and other State and Federal funds available for allocation to priority projects in the Subarea; and

B. The Needles Highway, Segment 1C Project ("PROJECT"), from David Drive north to 0.1 mile north of Not'cho Road, located in the Needles area of the Measure I Colorado River Subarea, is one of the projects identified as eligible for such funding and is described more fully in Attachment A; and

C. COUNTY has requested an allocation of \$8,500,000 for the right-of-way and construction phases of the PROJECT; and

D. This AGREEMENT is intended to delineate the duties and funding responsibilities of the Parties for the PROJECT; and

E. This AGREEMENT is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan as adopted by SBCTA; and

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

SECTION I

SBCTA AGREES:

1. To allocate up to a maximum of \$8,500,000 for those eligible PROJECT expenses that are incurred by COUNTY for the PROJECT as set forth in Attachment B to this AGREEMENT. SBCTA shall have no further responsibilities to provide any funding for the PROJECT exceeding this amount unless a written amendment to this AGREEMENT is signed by both Parties.

22.b

- 2. In the case that Measure I funds are allocated to the PROJECT, to reimburse COUNTY within 30 days after COUNTY submits an electronic copy of signed invoices in the proper form covering those actual allowable PROJECT expenditures that were incurred by COUNTY up to the maximum amount identified in Section I, Paragraph 1 of this AGREEMENT, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including providing backup information. Invoices may be submitted to SBCTA as frequently as monthly.
- 3. When conducting an audit of the costs claimed under the provisions of this AGREEMENT, to rely to the maximum extent possible on any prior audit of COUNTY performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to SBCTA when planning and conducting additional audits.
- 4. To assign a project liaison for the purpose of attending Project Development Team meetings.

SECTION II

COUNTY AGREES:

- 1. To be the lead agency for this PROJECT and to diligently undertake and complete in a timely manner the Scope of Work for the PROJECT as shown in Attachment A.
- 2. To be responsible for expending that portion of allocated funds on eligible PROJECT expenses in an amount not to exceed \$8,500,000, unless this AGREEMENT is amended and approved increasing PROJECT costs. Reimbursement by SBCTA shall be in accordance with Section I, Paragraph 2. Additionally, expenses relative to time spent on the PROJECT by COUNTY staff are considered eligible PROJECT expenses and may be charged to the PROJECT, subject to SBCTA, State, and Federal guidelines.
- 3. In the case that State and Federal funds are allocated to the PROJECT, to secure all necessary State and Federal authorizations that are required before incurring eligible PROJECT expenditures.
- 4. To abide by all applicable SBCTA, COUNTY, State and Federal laws, regulations, policies and procedures pertaining to the PROJECT.
- 5. In the case that Measure I funds are allocated to the PROJECT, to prepare and submit to SBCTA an electronic copy of signed invoices for reimbursement of eligible PROJECT expenses. Invoices may be submitted to SBCTA as frequently as monthly.
- 6. To maintain all source documents, books and records connected with its performance under this AGREEMENT for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to SBCTA or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection

and audit by representatives of SBCTA during normal business hours at COUNTY Department of Public Works. Copies will be made and furnished by COUNTY upon written request by SBCTA.

- 7. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support COUNTY's requests for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by COUNTY.
- 8. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Final Report of Expenditures and final invoice no later than one hundred twenty (120) days following the completion of those expenditures. An original and two copies of the Final Report of Expenditures shall be submitted to SBCTA and must state that these PROJECT funds were used in conformance with this AGREEMENT and for those PROJECT-specific work activities described.
- 9. To cooperate in having a PROJECT-specific audit completed by SBCTA, at SBCTA's option and expense, upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this AGREEMENT.
- 10. To repay to SBCTA any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within one hundred twenty (120) days of COUNTY's receipt of notice of audit findings, which time shall include an opportunity for COUNTY to respond to and/or resolve the findings. Should the findings not be otherwise resolved and COUNTY fail to reimburse moneys due SBCTA within one hundred twenty (120) days of audit findings, or within such other period as may be agreed between both Parties, SBCTA reserves the right to withhold future payments due COUNTY from any source under SBCTA's control.
- 11. To include SBCTA in Project Development Team meetings if and when such meetings are held and in related communications on PROJECT progress, to provide at least quarterly schedule updates to SBCTA, and to consult with SBCTA on critical issues relative to the PROJECT.
- 12. In the case that Measure I funds are allocated to the PROJECT, as an eligible PROJECT expense, to post signs at the boundaries of the PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of SBCTA and COUNTY.
- 13. To include in all contracts between COUNTY and contractors for the PROJECT the requirement that SBCTA be named as an additional insured under general liability insurance policies maintained by the contractor for the PROJECT.

SECTION III

IT IS MUTUALLY AGREED:

- 1. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT, including Policy 40017 in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this AGREEMENT.
- 2. The final PROJECT cost may ultimately exceed current estimates of PROJECT cost. Any additional eligible costs resulting from unforeseen conditions over the estimated total of the PROJECT cost shall be borne by COUNTY unless prior authorization has been approved by the SBCTA Board of Directors pursuant to Section III, Paragraph 3 of this AGREEMENT.
- 3. In the event COUNTY determines PROJECT work may exceed the not to exceed amount identified in Section I, Paragraph 1, COUNTY shall inform SBCTA of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the PROJECT amounts identified in this AGREEMENT. In no event, however, shall SBCTA be responsible for PROJECT costs in excess of the PROJECT amounts identified herein absent a written amendment to this AGREEMENT that is approved by the Parties.
- 4. Eligible PROJECT reimbursements shall include only those costs incurred by COUNTY for PROJECT-specific work activities that are described in this AGREEMENT and shall not include escalation or interest.
- 5. Neither SBCTA nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully defend, indemnify and save harmless SBCTA, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this AGREEMENT. COUNTY's indemnification obligation applies to SBCTA's "active" as well as "passive" negligence but does not apply to SBCTA's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
- 6. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SBCTA under or in connection with any work, authority or jurisdiction delegated to SBCTA under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, SBCTA shall fully defend, indemnify and save harmless COUNTY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as

defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SBCTA under or in connection with any work, authority or jurisdiction delegated to SBCTA under this AGREEMENT. SBCTA's indemnification obligation applies to COUNTY's "active" as well as "passive" negligence but does not apply to COUNTY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

- 7. In the event COUNTY and/or SBCTA is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this AGREEMENT, COUNTY and/or SBCTA shall indemnify the other to the extent of its comparative fault.
- 8. This AGREEMENT will be considered terminated upon reimbursement of all eligible costs by SBCTA or December 31, 2026, whichever is sooner, provided that the provisions of Paragraphs 6, 7, 8, 9, and 10 of Section II, and Paragraphs 5, 6 and 7 of Section III, shall survive the termination of this AGREEMENT. The AGREEMENT may also be terminated by SBCTA, in its sole discretion, in the event the PROJECT work described in Attachment A has not been initiated within twelve (12) months of the Effective Date of this AGREEMENT.
- 9. SBCTA may terminate this AGREEMENT if COUNTY fails to perform according to the terms of this AGREEMENT and if this failure jeopardizes the delivery of the PROJECT according to the terms herein.
- 10. The Recitals to this AGREEMENT are true and correct and are incorporated into this AGREEMENT.
- 11. Attachment A (Description of Project and Milestones) and Attachment B (Summary of Estimated Costs) are attached to and incorporated into this AGREEMENT.
- 12. The AGREEMENT may be signed electronically in counterparts, each of which shall constitute an original.
- 13. This AGREEMENT is effective and shall be dated on the date executed by SBCTA.

--SIGNATURES ON FOLLOWING PAGE----

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT by their authorized signatories below.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

SAN BERNARDINO COUNTY

By:	Art Bishop, President Board of Directors	By:	Curt Hagman Chairman
Date:		Date:	
APPR	OVED AS TO FORM:	APPR	OVED AS TO FORM:
By:	Julianna K. Tillquist SBCTA General Counsel	By:	Aaron Gest Deputy County Counsel
Date:		Date:	
		ATTE	ST:
4		By:	Lynna Monell Clerk of the Board

Attachment A

NEEDLES HIGHWAY, SEGMENT 1C PROJECT Description of Project and Milestones

Project Title			
Needles Highway, Segment 1C Project			
Location, Project Limits, Description, Scope of Wor	K		
The Project is located on Needles Highway from David Dr includes realignment, reconstruction and drainage improve		h of Not'cho	Road. Scope of work
Project Milestone			Proposed
Project Study Report Approved			
Begin Environmental (PA&ED) Phase	· ·		2/15/2022
Circulate Draft Environmental Document	Document Type	IS/EA	Completed
Draft Project Report			Completed
End Environmental Phase (PA&ED Milestone)			6/30/2022 (Revalidation; NEPA completed 5/28/2014)
Begin Design (PS&E) Phase			12/1/2022
End Design Phase (Ready to List for Advertisement Mi	6/30/2024		
Begin Right of Way Phase	12/11/2022		
End Right of Way Phase (Right of Way Certification M	6/30/2024		
Begin Construction Phase (Contract Award Milestone)			2/1/2025
End Construction Phase (Construction Contract Accepta	1/30/2026		
Begin Closeout Phase	2/1/2026		
End Closeout Phase (Closeout Report)	12/30/2026		

Attachment: 22-1002811 (8885 : Funding Agreement with San Bernardino County for Needles Highway Segment 1C Project)

ATTACHMENT B

NEEDLES HIGHWAY, SEGMENT 1C PROJECT

Summary of Estimated Costs

Phase	Total Cost	SBCTA Funds ⁽¹⁾ (Federal STP)	SAN BERNARDINO COUNTY Funds
ROW	\$500,000	\$500,000	-
CON	\$8,000,000	\$8,000,000	-
TOTAL	\$8,500,000	\$8,500,000	

⁽¹⁾ SBCTA's Share can be from sources under control of SBCTA including but not limited to Measure I Major/Local Highways program, State Transportation Improvement Program (STIP), Surface Transportation Program (STP), Local Partnership Program (LPP), or other funds without necessitating an amendment of this AGREEMENT. SBCTA share of funding can be moved between phases. SBCTA shall provide written notice of any change in source of funds.

Minute Action

AGENDA ITEM: 23

Date: September 7, 2022

Subject: State Legislative Update

Recommendation: Receive and file the August 2022 State Legislative Update.

Background: State 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 August 10, 2022, on pending legislative deadlines and results of the state budget process.

On June 30, 2022, Governor Gavin Newsom signed the \$307.9 billion state budget. The budget covers the 2022-23 fiscal year that began July 1st. Governor Newsom and Legislative Leadership has touted that this budget aims "to help address rising costs, tackles the state's most pressing needs, builds our reserves, and invests in California's future."

On June 29, 2022, the Legislature passed 29 budget related bills. Notably, the budget includes \$9.5 billion in refunds to Californians to offset higher gas prices and inflation; \$14.8 billion for a multi-year transportation package which included funding for regional transit, rail, and ports; and \$53.9 billion to address the issues of climate change in California. The budget also established an independent Office of Inspector General for the California High-Speed Rail Project and appropriated the remaining \$4.2 billion of Proposition 1A High-Speed Rail funds to focus on the Merced-Bakersfield portion.

Through the efforts of Assemblyman Thurston Smith, the budget also included \$1 million for San Bernardino County Transportation Authority (SBCTA) to conduct a State Route 247/62 emergency bypass lane study, an alternative route to Interstate 15 in the event of a natural disaster.

Legislative Calendar

On July 1, 2022, lawmakers headed back to their districts for a four-week long summer recess. Members return to Sacramento on August 1, 2022. The Legislature will have a month to finish up its business before the legislative session ends. We expect a flurry of actions during the month of August. The "suspense" hearings in the respective Appropriations Committees will occur and additional budget actions will be taken. The deadline for each house to pass bills is August 31, 2022.

June Primary Election

On July 15, 2022, Secretary of State Dr. Shirley N. Weber certified the results for the June 7, 2022, primary election. In doing so, Secretary Weber issued the Statement of the Vote, which provides detailed information on how votes were cast within each county. In total, 7,285,230 votes were cast. This is a new high for a California gubernatorial primary slightly above the 7,141,947 votes cast in June 2018.

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

Further, while there had been concerns about low turnout going into the election, the data shows that 33.20% of registered voters cast a ballot. The fact that voter turnout exceeded expectations is even more impressive when accounting for the fact that there were no state propositions on the June primary ballot.

Attachment A contains a list of legislative bills that the SBCTA/San Bernardino Associated Governments (SBCOG) have taken a position on. Attachment B reflects bills of interest to SBCTA and SBCOG.

Financial Impact:

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

Reviewed By:

This item was received by the Legislative Policy Committee on August 10, 2022.

Responsible Staff:

Otis Greer, Director of Legislative and Public Affairs

Approved Board of Directors Date: September 7, 2022

Witnessed By:

ATTACHMENT A

Legislation / Author	Description	Bill Status	Position	Date Position Adopted
	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	Held in Senate Appropriations		
AB 1260 (Chen)	zero-emission trains.	Committee, DEAD (8/27/21)	Support / Sponsor	3/10/2021
	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	Approved by the Governor.		
SB 9 (Atkins)	urban lot splits.	(9/16/21)	Oppose	3/10/2021
	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	Failed committee deadline, DEAD		
AB 1296 (Kamlager)	the Assembly.	(1/21/22)	Oppose	3/10/2021
	Provide assistance acquiring and			
	accepting land immediately adjacent to,			
	and that expands, Chino Hills State Park,			
	by transferring three properties into the	Approved by the Governor.		
SB 266 (Newman)	state park system.	(10/09/21)	Support	4/14/2021

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, DEAD (1/14/22)	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)	Please see below for Description	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. (9/22/21)	Work With Author	4/14/2021

AB 744 Description: "Would authorize the California Transportation Commission to relinquish to the City of Ontario all or a portion of State Route 83 within the city's jurisdiction and prescribe conditions that apply upon relinquishment".

Legislation / Author	Description	Bill Status	Position	Date Position Adopted
	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			
SB 840 (Holden)	the multicounty region.	(1/14/22)	Oppose	4/14/2021
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 Third Reading (6/30/22)	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
	Allows transit agencies to use of LCTOP funds	Referred to Assembly		
SB 942 (Newman)	for on-going reduced or free transit fare programs.	Appropriations Committee (6/28/22)	Support	3/9/2022
	Prohibits state funds and personel to be used	Failed committee deadline, DEAD		
AB 1778 (Garcia)	on freeway expansion projects.	(7/05/22)	Oppose	4/13/2022
AB 2237 (Friedman)	Requires SCAG to prioritize local projects in RTIP based on State climate goals.	Failed committee deadline, DEAD (7/05/22)	Oppose	4/13/2022
	Requires some SB 1 and existing state funding programs to fund only projects that align with	Referred to Senate Committee on		
AB 2438 (Friedman)	State climate goals.	Appropriations (6/29/22)	Oppose	4/13/2022

Legislation / Author	Description	Bill Status	Position	Date Position Adopted
AB 2594 (Ting)	Installs requirements on tolling agencies regarding toll violations and noticing.	Referred to Senate Committee on Appropriations (6/29/22)	Oppose	4/13/2022
	Requires California Transportation	Referred to Assembly		
	Commission to conduct a 10 year state	Appropriations Committee		
SB 1121 (Gonzalez)	transportation needs assement.	(6/21/22)	Support	6/8/2022

SBCTA / SBCOG Bill Report

Wednesday, July 27, 2022

ATTACHMENT B

23.b

<u>AB 482</u> <u>Ward</u> D (Dist. 78) Housing authorities: City of San Diego, County of San Bernardino, and County of Santa Clara: middle-income housing projects pilot program.

Location: SENATE INACTIVE FILE

2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead		1st H	ouse			2nd	House		Conc.			

The Housing Authorities Law authorizes a housing authority of a city or county to, among other things, prepare, carry out, acquire, lease, and operate housing projects and housing developments for persons of low income, as provided. Previously existing law, until January 1, 2022, authorized a housing authority located in the City of San Diego, the County of San Bernardino, or the County of Santa Clara to implement a pilot program to develop and finance a middle-income housing project, as defined, if the project received gap financing, as defined. Previously existing law required any gap financing to be approved by the housing authority's legislative body, as provided. Previously existing law required the housing authority to provide a report to the Legislature, as specified, on and before January 1, 2020, and on or before January 1, 2022. This bill would reenact the above-described authorization for a housing authority located in the City of San Diego, the County of San Bernardino, or the County of San Diego, the County of San Bernardino, or the County of San Diego. **D** (Dist. 50) Planning and zoning: density bonuses: shared housing buildings.

Location: SENATE APPR.

AB 682

2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead	Dead 1st House					2nd H	louse		Conc.			

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, 10% of the total units of a housing development for rental or sale to lowe income households, as defined, or 5% of the total units for rental or sale to very low income households, as defined and meets other requirements. This bill would provide that a housing development eligible for a density bonus be provided under these provisions includes a shared housing building, as defined, that will contain either 10% of the total units for lower income households or 5% of the total units for very low income households, as described above. The bill would prohibit the city, county, or city and county from requiring any minimum unit size requirements or minimum bedroom requirements in conflict with the bill's provisions with respect to a shared housing building eligible for a density bonus under these provisions.

Position: Watch

AB 916 Salas D (Dist. 32) Zoning: accessory dwelling units: bedroom addition.

Location: SENATE APPR.

2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead						2nd H	louse		Conc.			

Would prohibit a city or county legislative body from adopting or enforcing an ordinance requiring a public hearing as a condition of reconfiguring existing space to increase the bedroom count within an existing dwelling unit. The bill would apply these provisions only to a permit application for no more than 2 additional bedrooms within an existing dwelling unit. The bill would specify that these provisions are not to be construed to prohibit a local agency from requiring a public hearing for a proposed project that would increase the number of dwelling units within an existing structure. The bill would include findings that ensuring adequate housing is a matter of statewide concern and is not municipal affair, and that the provision applies to all cities, including charter cities.

Position: Watch

<u>AB 1037</u> <u>Grayson</u> D (Dist. 14) Infrastructure construction: digital construction management technologies.

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Locatio	on: SE	NATE A	APPR.									23.b
2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead		1st F	louse			2nd F	louse		Conc.			

Would require the Department of Transportation to develop an implementation plan for the use and integration of digital construction management technologies, as defined, for use on transportation infrastructure projects. The bill would require the implementation plan to include specified milestone goals, including that the department will begin using digital construction management technologies through construction by July 1, 2029. The bill would require the department to submit a report to the Legislature by December 1, 2029, as specified. The bill would repeal these provisions on January 1, 2032.

AB 1154 Patterson R (Dist. 23) California Environmental Quality Act: exemption: egress route projects: fire safety.

Location: SENATE APPR.

2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead		1st H	House			2nd H	louse		Conc.			

Would, until January 1, 2029, exempt from the California Environmental Quality Act (CEQA) egress route projects undertaken by a public agency to improve emergency access to and evacuation from a subdivision without a secondary egress route if the State Board of Forestry 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 bil 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	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead	Dead 1st House					2nd	House		Conc.			

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.

<u>AB 1445</u> <u>Levine</u> D (Dist. 10) Planning and zoning: regional housing need allocation: climate change impacts.

Location: SENATE APPR. SUSPENSE FILE

2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead	Dead 1st House					2nd H	louse		Conc.			

The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city, and specified land outside its boundaries, that includes, among other mandatory elements, a housing element. For the 4th and subsequent revisions of the housing element, existing law requires the Department of Housing and Community Development to determine the existing and projected need for housing for each region. Current law requires the appropriate council of governments, or the department for cities and counties without a council of governments, to adopt a final regional housing need plan that allocates a share of the regional housing need to each city, county, or city and county, as provided. Current law requires that the final regional housing plan adopted by a council of governments, or a delegate subregion, as applicable, be based on a

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methodology that includes specified factors, and similarly requires that the department take into considerati specified factors in distributing regional housing need, as provided. Commencing January 1, 2025, this bill would require that a council of governments, a delegate subregion, or the department, 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	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead	Dead 1st House			2nd H	louse		Conc.					

Would make appropriations for the support of state government for the 2022–23 fiscal year. This bill contains other related provisions.

Position: Watch <u>AB 1626</u> <u>Nguyen</u> R (Dist. 72) Motor Vehicle Fuel Tax Law: limitation on adjustment.

Location: ASSEMBLY PRINT

2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead		1st He	ouse			2nd H	ouse		Conc.			

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 thi 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	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead		1st H	ouse			2nd H	ouse		Conc.			

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 CONSENT CALENDAR

2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead	Dead 1st House					2nd	House		Conc.			

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 vehicl 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 unti 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

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taking effect until the latest of 12, rather than 11, calendar days after delivery of the prohibition order, 12, r

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.

<u>AB 1749</u> <u>Garcia, Cristina</u> D (Dist. 58) Community emissions reduction programs: toxic air contaminants and criteria air pollutants.

Location: SENATE APPR.

2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead		1st H	louse			2nd H	louse		Conc.			

Existing law requires the State Air Resources Board to prepare, and to update at least once every 5 years, a statewide strategy to reduce emissions of toxic air contaminants and criteria air pollutants in communities affected b a high cumulative exposure burden. This bill would require the state board to additionally 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 state board and community-based organizations agree. The bill would require an air district that is required to adopt a community emissions reduction program to additionally include in its annual repor a summary of updates to the program made to ensure consistency with the statewide strategy. The bill would requir an air district with a population of 1,000,000 persons or more that issues permits to stationary sources of criteria ai pollutants or toxic air contaminants to make available in an easily identifiable location on the air district's internet website all permits issued by the air district for those stationary sources. By increasing the duties of air districts, this bill would impose a state-mandated local program.

This bill contains other related provisions and other existing laws.

AB 1919 Holden D (Dist. 41) Youth Transit Pass Pilot Program: free youth transit passes.

Location:	SENATE	APPR.
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2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead		1st H	louse			2nd H	louse		Conc.			

Current law declares that the fostering, continuance, and development of public transportation systems are a matter of state concern. Current law authorizes the Department of Transportation to administer various programs and allocates moneys for various public transportation purposes. Upon the appropriation of moneys by the Legislature, this bill would create the Youth Transit Pass Pilot Program, administered by the department, for purposes of awarding grants to transit agencies for the costs of creating, designing, developing, advertising, distributing, and implementing free youth transit passes to persons attending certain educational institutions, providing free transit service to holders of those passes, and administering and participating in the program, as specified. The bill would authorize a transit agency to submit a grant application in partnership with one or more educational institutions and would also authorize grant funds to be used to maintain, subsidize, or expand an existing fare free program, as provided.

AB 1938 Friedman D (Dist. 43) Traffic safety: speed limits.

Location: SENATE APPR.

2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead		1st H	louse			2nd ⊦	louse		Conc.			

Current law requires the Department of Transportation (Caltrans), by regulation, to require Caltrans or a local authority to round speed limits up or down to the nearest 5 miles per hour of the 85th percentile of free-flowing traffic. This bill would, if the speed limit needs to be rounded down to the nearest 5 miles per hour increment of the 85th-percentile speed, authorize Caltrans or a local authority to lower the speed limit by 5 miles per hour from the nearest 5 miles per hour of the 85th percentile, as specified.

23.b

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AB 2046 Medina D (Dist. 61) University of California: Inland Rising Fund.

Location: SENATE APPR.

2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead		1st H	louse			2nd F	louse		Conc.			

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. The bill would place certain wage and workforce requirements on projects that receive funding from the Inland Rising Fund among other requirements. The bill would, commencing July 1, 2023, require the University of California to submit an annual report to the Legislature and the Department of Finance regarding these funds, as provided. **Position: Watch**

<u>AB 2057</u> <u>Carrillo</u> D (Dist. 51) Transportation Agency: goods movement data.

Location: SENATE APPR.

2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead	1st House					2nd H	louse		Conc.			

Current law requires the Transportation Agency to prepare a state freight plan on or before December 31, 2014, and every 5 years thereafter, with specified elements to govern the immediate and long-range planning activities and capital investments of the state with respect to the movement of freight. This bill would require the Transportation Agency to establish a consolidated statewide information system on its internet website that contains a list of, and links to, existing registries and databases related to drayage trucks. The bill would require maritime ports with annua cargo volumes of greater than 1,000,000 20-foot equivalent units to anonymously survey trucking companies every 2 years on the number of drivers classified as independent contractors and the number of drivers classified as employee drivers, as specified, and to transmit the data collected to the agency.

<u>AB 2097</u> <u>Friedman</u> D (Dist. 43) Residential, commercial, or other development types: parking requirements.

Location: SENATE APPR.

2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead		1st H	louse			2nd ⊦	louse		Conc.			

The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for its physical development, and the development of certain lands outside its boundaries, that includes, among other mandatory elements, a land use element, and a conservation element. Current law also permits variances to be granted from the parking requirements of a zoning ordinance for nonresidential development if the variance will be an incentive to the development and the variance will facilitate access to the development by patrons of public trans facilities. This bill would prohibit a public agency, in a county with a population of 600,000 or more, from imposing or enforcing a minimum automobile parking requirement, on any of specified residential, commercial, or other development types if the project is located within 1/2 mile of public transit, as defined. The bill would also prohibit a public agency, in a county with a population of 75,000 or more, from imposing or enforcing a minimum automobile parking requirement on specified residential, commercial, or other development types if the project is located within 1/4 mile of public transit. For a city with a population of less than 600,000, or a county with a population of less than 600,000, the bill would authorize that city or county to adopt an ordinance or resolution that applies certain prohibitions regarding the above-described parking requirements within its boundaries. When a project provides parking voluntarily, the bill would authorize a public agency to impose specified requirements on the voluntary parking.

AB 2254 Muratsuchi D (Dist. 66) State highways: Route 107: relinquishment.

Location: SENATE APPR.

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2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	23.b
Dead		1st H	louse			2nd H	louse		Conc.			

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 portior 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 THIRD READING

2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead		1st H	louse			2nd	House		Conc.			

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 int an agreement for the use of a toll facility.

<u>AB 2271</u> <u>Gipson</u> D (Dist. 64) Los Angeles County Metropolitan Transportation Authority: contracting: local businesses.

Location: SENATE THIRD READING

2Yea	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dea		1st I	louse			2nd	House		Conc.			

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 APPR.

2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead		1st H	louse			2nd H	louse		Conc.			

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

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23.b assessments of potential barriers to anadromous fish prior to commencing any project using state or federa 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 natura landscape areas, as defined.

AB 2419 Bryan D (Dist. 54) Environmental justice: federal Infrastructure Investment and Jobs Act: Justice40 Advisory Committee.

Location: SENATE APPR.

2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead		1st H	louse			2nd H	louse		Conc.			

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 th IIJA should prioritize investing public dollars equitably, including through the Justice 40 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 disadvantaged unincorporated 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. The bill would require state agencie administering those federal funds to perform specified tasks related to the expenditure of those federal funds. Friedman D (Dist. 43) Transportation funding: guidelines and plans.

AB 2438

Location: SENATE APPR.

2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead		1st H	louse			2nd F	louse		Conc.			

Current law provides for the funding of projects on the state highway system and other transportation improvements, including under the interregional 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 Loca Partnership Program. This bill would require, no later than January 1, 2024, the guidelines or plans applicable to those programs to include the strategies established in the Climate Action Plan for Transportation Infrastructure adopted by the Transportation Agency.

Position: Oppose

AB 2441 Kalra D (Dist. 27) Public employment: local public transit agencies: new vehicle technology.

Location: SENATE THIRD READING

2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead		1st ⊦	louse			2nd	House		Conc.			

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 require a public transit employer to provide written notice to the exclusive employee representative of the workforce affected by new vehicle technology of its determination to begin, or its substantive progress toward initiating, any procurement process or a plan to acquire or deploy any new vehicle technology for public transit services that would eliminate job functions or jobs of the workforce to which the new vehicle technology applies not less than 12 months before commencing the process, plan, or deployment. The bill would require a public transit employer, upon a written request of the exclusive employee representative, to provide specified information to the exclusive employee representative, including the potential gaps in skills that may result from the new service.

AB 2449 Rubio, Blanca D (Dist. 48) Open meetings: local agencies: teleconferences.

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Location: SENATE APPR.

2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead		1st H	louse			2nd H	louse		Conc.			

Existing law, the Ralph M. Brown Act, requires, with specified exceptions, that all meetings of a legislative body of 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. This bill would revise and recast those teleconferencing provisions and, until January 1, 2026, would authorize a local agency to use teleconferencing without complying with the 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.

This bill contains other related provisions and other existing laws.

AB 2480 Arambula D (Dist. 31) Rehabilitation services: persons with vision loss.

Location: SENATE APPR.

2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead		1st H	louse			2nd ⊦	louse		Conc.			

Current law provides for various services for individuals who are blind, including authorization for the Department c Rehabilitation to appoint counselor-teachers to provide individual guidance and training that will enable adult individuals who are blind adjust to daily living in the home and the community. Current law requires a counselorteacher to teach an adult individual who is blind reading and writing of braille, typing, travel techniques, and household arts and crafts in accordance with the needs of the blind person. This bill would eliminate the requiremen for a counselor-teacher to teach typing and household arts and crafts, and instead would require the counselorteacher to teach independent living skills and to provide assistive technology training to an adult individual who is blind.

<u>AB 2514</u> <u>Dahle, Megan</u> R (Dist. 1) State Highway System Management Plan: underserved rural communities.

Location: SENATE APPR.

2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead		1st H	louse			2nd H	louse		Conc.			

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 c 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.

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Location: SENATE APPR.

2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead		1st H	louse			2nd H	louse		Conc.			

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 <u>AB 2647</u> <u>Levine</u> D (Dist. 10) Local government: open meetings.

Location: SENATE GOV. & F.

2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead		1st H	louse			2nd Ho	ouse		Conc.			

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 office or location that the agency designates and list the address of the office or location that the agency designates and list the address of the office or location that the agency designates 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 that the agency designates and list the address of the office or location on 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: SENATE APPR.

2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead		1st H	louse			2nd H	louse		Conc.			

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, ir order to comply with that requirement, authorize local educational agencies, as defined, to request a one-time extension for a term not to exceed 5 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, provided that certain conditions are met. 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 2949 Lee D (Dist. 25) Vehicles: toll exemptions.

Location: SENATE APPR.

2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead		1st H	louse			2nd H	louse		Conc.			

Current law, a person who enters a vehicular crossing becomes liable for any tolls imposed. Existing law prescribes the means by which a toll may be collected or paid, including by the use of an electronic transponder or by means c

capturing a license plate number and billing the registered owner. Existing law prohibits a person from evad _____23.b 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 a vehicle that is registered to a veteran, displaying a specialized veteran license plate, as specified, and registered to a transponder or other electronic toll payment device 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. The bill would also make conforming changes.

ACA 1 Aguiar-Curry D (Dist. 4) Local government financing: affordable housing and public infrastructure voter approval.

Location: ASSEMBLY L. GOV.

2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead		1st Ho	ouse			2nd H	louse		Conc.			

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 <u>Voepel</u> R (Dist. 71) Motor vehicles: fuel taxes, sales and use taxes, and fees: expenditure restrictions.

Location: ASSEMBLY TRANS.

2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead		1st Ho	ouse			2nd H	louse		Conc.			

The California Constitution restricts the expenditure of revenues from taxes imposed by the state on fuels used in motor vehicles upon public streets and highways to street and highway and certain mass transit purposes. These restrictions do not apply to revenues from taxes or fees imposed under the Sales and Use Tax Law or the Vehicle License Fee Law. This measure would explicitly restrict the expenditure of all interest earned and other increment derived from the investment of those tax revenues and any proceeds from the lease or sale of real property acquire using those tax revenues only for the purposes described above.

ACR 140 O'Donnell D (Dist. 70) Freight transportation: supply chain.

Location: ASSEMBLY APPR.

2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead		1st H	ouse			2nd H	louse		Conc.			

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.

<u>SB 149</u> Committee on Budget and Fiscal Review Budget Act of 2022.

Location: ASSEMBLY BUDGET

2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead		1st H	louse			2nd H	ouse		Conc.			

Would express the intent of the Legislature to enact statutory changes relating to the Budget Act of 2022. **Position: Watch**

<u>SB 542</u> <u>Limón</u> D (Dist. 19) Sales and use taxes: exemption: medium- or heavy-duty zero-emission trucks.

Locatio	on: AS	SEMBLY	Y APPF	ξ.								23.b	
2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered	
Dead		1st H	louse			2nd H	louse		Conc.			· ·	1

Would provide an exemption from sales and use 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, among other things, a new zero-emission truck that is eligible for a project voucher. The bill would, however, disallow the exemption from a sales or use tax where the vehicle purchase was made using a voucher issued by the State Air Resources Board pursuant to the California Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project. The bill would provide that the tax exemption does not apply to specified state sales and use taxes from which the proceeds are deposited into the Local Revenue Fund, the Local Revenue Fund 2011, or the Local Public Safety Fund. The bill would provide that the exemption would apply to otherwise eligible sales and uses of a vehicle where the internet website of the State Air Resources Board indicates a vehicle is eligible for the voucher program at the time the purchase is made, notwithstanding a contrary determination made by the State Air Resources Board The bill would require the State Air Resources Board to indicate the date on which it updates its internet website to reflect changes in the eligibility of a vehicle under the voucher project. The bill would provide that the exemption is to become operative on April 1, 2023.

<u>SB 852</u> <u>Dodd</u> D (Dist. 3) Climate resilience districts: formation: funding mechanisms.

Location: ASSEMBLY APPR.

2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead		1st I	louse			2nd ⊦	louse		Conc.			

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 to 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 The bill would establish project priorities and would authorize districts to establish additional priorities.

Position: Watch

<u>SB 886</u> <u>Wiener</u> D (Dist. 11) California Environmental Quality Act: exemption: public universities: universit housing development projects.

Location: ASSEMBLY APPR. SUSPENSE FILE

2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead		1st H	louse			2nd H	louse		Conc.			

Would, until January 1, 2030, exempt from CEQA a university housing development project, as defined, carried ou by a public university, as defined, on real property owned by the public university if the project meets certain requirements, including that each building within the project is certified as Leadership in Energy and Environmental Design (LEED) platinum or better by the United States Green Building Council, that the project's construction impacts are fully mitigated, and that the project is not located, in whole or in part, on certain types of 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 t the above requirements. By imposing additional duties on local governments, this bill would impose a state-

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Position: Watch

<u>SB 922</u> <u>Wiener</u> D (Dist. 11) California Environmental Quality Act: exemptions: transportation-related projects.

Location: ASSEMBLY THIRD READING

2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead		1st H	louse			2nd	House		Conc.			

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

<u>SB 942</u> <u>Newman</u> D (Dist. 29) Low Carbon Transit Operations Program: free or reduced fare transit program.

Location: ASSEMBLY APPR.

2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead		1st H	louse			2nd H	louse		Conc.			

Would exempt a transit agency using program moneys for the continuation of a free or reduced fare transit program from the above-described requirement to demonstrate that reductions in the emissions of greenhouse gases can be realized through the continuation of its transit program, and authorize the transit agency to continue to use those moneys for that purpose without any restriction to length of time. The bill would require the transit agency to submit an initial allocation request to the department and, for the next three fiscal years, to provide documentation necessary to meet an annual reporting requirement and comply with the program's requirements.

Position: Support

<u>SB 959</u> Portantino D (Dist. 25) Surplus residential property: use of funds.

Location: ASSEMBLY APPR.

2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead		1st H	louse			2nd H	ouse		Conc.			

Current law establishes priorities and procedures that any state agency disposing of surplus residential property is required to follow. Current law requires the Department of Transportation to deposit proceeds from the sale of surplus residential property from the department to a new owner in the SR-710 Rehabilitation Account. Existing law requires moneys in the account in excess of \$1,200,000 to be transferred to the State Highway Account in the Stat Transportation Fund, to be used for allocation by the California Transportation Commission exclusively to fund projects located in specified cities and in the 90032 postal ZIP Code. Existing law provides that eligible projects may include, but are not limited to, sound walls and other specified projects. This bill would expand the types of eligible projects to include transit-oriented development and active transportation infrastructure.

<u>SB 991</u> <u>Newman</u> D (Dist. 29) Public contracts: progressive design-build: local agencies.

Location: ASSEMBLY APPR.

2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead		1st H	louse			2nd H	louse		Conc.			

Would, until January 1, 2029, authorize local agencies, defined as any city, county, city and county, or special distric authorized by law to provide for the production, storage, supply, treatment, or distribution of any water from any

23.b

source, to use the progressive design-build process for up to 15 public works projects in excess of \$5,00 **23.b** each project, 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 members to verify specified information under penalty of perjury. By expanding the crime of perjury, the bill would impose a state-mandated local program.

<u>SB 1100</u> <u>Cortese</u> D (Dist. 15) Open meetings: orderly conduct.

Location: ASSEMBLY THIRD READING

2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead		1st H	louse			2nd	House		Conc.			

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.

<u>SB 1104</u> <u>Gonzalez</u> D (Dist. 33) Governor's Office of Business and Economic Development: Office of Freight.

Location: ASSEMBLY APPR.

2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead		1st H	louse			2nd H	louse		Conc.			

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 Governor to appoint a director to (1) oversee the Office of Freight, (2) facilitate collaboration along the supply chain, and (3) advocate for the interests of business and industry in the freight sector. The bill would require the Office of Freight to meet with specified state agencies as necessary to address and discuss ongoing freight and supply chain issues and would authorize the Office of Freight to establish and convene stakeholder advisory groups as provided. The bill would require the Office of Freight in consultation 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 GO-Biz to submit the assessment to the Legislature on or before December 31, 2024, and an updated assessment at least once every 5 years thereafter, and would also require GO-Biz to use the assessment to inform the development of, and recommended actions included within, the strategy for international trade and investment, as provided. The bill would require the Transportation Agency to incorporate the findings of the assessment into the state freight plan, as specified.

<u>SB 1121</u> <u>Gonzalez</u> D (Dist. 33) State and local transportation system: needs assessment.

Location: ASSEMBLY APPR.

2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead		1st H	louse			2nd ⊦	louse		Conc.			

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 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.

Position: Support

<u>SB 1156</u> Grove R (Dist. 16) Motor Vehicle Fuel Tax: Diesel Fuel Tax: inflation adjustment.

Location: SENATE GOV. & F.

2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead		1st Ho	ouse			2nd H	louse		Conc.			

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 basec on inflation. This bill would remove the requirement for future inflation adjustments of those taxes. This bill contains other related provisions.

<u>SB 1175</u> <u>McGuire</u> D (Dist. 2) Department of Transportation: intermodal passenger services: rail corridors.

Location: ASSEMBLY APPR.

2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead		1st H	louse			2nd H	louse		Conc.			

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.

<u>SB 1410</u> <u>Caballero</u> D (Dist. 12) California Environmental Quality Act: transportation impacts.

Location: ASSEMBLY APPR. SUSPENSE FILE

2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead		1st H	louse			2nd H	louse		Conc.			

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, an 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 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

<u>SCA 2</u> <u>Allen</u> D (Dist. 26) Public housing projects.

Location: ASSEMBLY APPR.

2Year	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead		1st H	louse			2nd H	louse		Conc.			

The California Constitution prohibits the development, construction, or acquisition of a low-rent housing p 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	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
Dead		1st Ho	ouse			2nd H	louse		Conc.			

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. Th 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: 50

Total Tracking Forms: 50

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AGENDA ITEM: 24

Date: September 7, 2022

Subject: Federal Legislative Update

Recommendation:

Receive and file the August 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 August 10, 2022 on the ongoing Appropriations process and inclusion of 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 Budget

On July 20, 2022, the House of Representatives (House) passed H.R. 8294, a package of six fiscal year 2023 federal funding bills, on a 220 to 207 vote. The six-bill "mini-bus" appropriations package consisted of the 2023 Transportation, and Housing and Urban Development, and Related Agencies; Agriculture, Rural Development, Food and Drug Administration, and Related Agencies; Energy and Water Development, and Related Agencies; Financial Services and General Government; Interior, Environment, and Related Agencies; and Military Construction, Veterans Affairs, and Related Agencies funding bills. House consideration of the remaining six spending bills are not likely to be considered before the August 2022 recess due to problems with various elements of those bills causing Democratic leaders to worry.

Meanwhile, the Senate appears unlikely to bring any of its 12 appropriations bills to the floor before the summer break. Senate Appropriations committee targeted a release date of July 28, 2022, for their spending package, but the negotiations on the bills are not expected to conclude until the fall.

The House adjourned for summer recess on July 29th and the Senate on August 5th. Both chambers are set to return on September 6, 2022.

House Transportation Committee Hearing

On July 19, 2022, the House Transportation and Infrastructure Committee held the hearing entitled "Implementing the Infrastructure Investment and Jobs Act (IIJA)" with U.S. Department of Transportation Secretary Buttigieg (Secretary). Chairman DeFazio (D-OR) spoke on the IIJA and how it has apportioned to date nearly \$75 billion in highway, transit, and airport formula funds as well as 22 competitive grant programs rolled out in 2022. Chairman DeFazio commended the climate programs such as the Greenhouse Gas (GHG) emissions tracker, the National Roadway Safety Strategy provisions, and the overall efforts by the Administration to implement the IIJA. Ranking Member Graves (R-MO) spoke about the IIJA implementation and need to use federal dollars properly. He said "as it is the law of the land" it is important to create less inflationary pressure by using the funds for projects that increase mobility around the

country. The Ranking Member then expressed concerns that the IIJA is shaping up to be a different bill than originally introduced by prioritizing projects in the administration's agenda.

Republicans generally focused on inflationary issues and possible future costs of implementing IIJA projects at higher than proposed levels. The other concern Republicans had were the equity and "social programs" included in the bill, claiming that the high costs of energy and fuel affect the targeted communities negatively far more than the proposed solutions of those programs. This was referring to the Justice 40 program included in the IIJA. The disagreement with the Secretary on electric vehicle costs and costs of charging an electric vehicle was expressed by most Republicans during the hearing. The Democrats commended the Secretary for the Rural grants program in which the Secretary said the goal for this program was for entities that do not have enough resources are able find the grant opportunity and apply for it in a more streamlined way than the past. Most Democrats supported the electric vehicle charging initiatives that the IIJA includes. Most Members of Congress asked about specific projects within their districts referring to Rebuilding America (INFRA) applications, Port Infrastructure Development Program (PIDP), electrification, and electric vehicle incentives, among other projects that would reduce traffic congestion within their districts.

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 August 10, 2022.

Responsible Staff:

Otis Greer, Director of Legislative and Public Affairs

Approved Board of Directors Date: September 7, 2022

Witnessed By:

Minute Action

AGENDA ITEM: 25

Date: September 7, 2022

Subject:

Resolutions of Necessity for the Interstate 215 University Parkway Interchange 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. 22-166, 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: Junghwan Choi and Elaine D. Choi (Assessor's Parcel Number [APN] 0266-072-32). The resolution must be approved by at least a two-thirds majority; and

C. Upon completion of a public hearing, that the Board of Directors adopt Resolution of Necessity No. 22-167 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: Jimmi Fikri Kaymaz (APN 0266-072-33). 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. The properties listed in the Resolution of Necessity are the last two property acquisitions anticipated for this Project.

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 hearings for a Resolution of Necessity for each property while negotiations continue. Therefore, the purpose of this agenda item is to present information regarding the public interest and necessity for the Project and the properties that are needed. Although the

Entity: San Bernardino County Transportation Authority

adoption of Resolutions of Necessity is recommended for the subject properties in order to maintain the Project schedule and avoid delay costs, SBCTA's acquisition agents will continue to negotiate with the property owners in an effort to acquire the properties through a voluntary purchase and avoid litigation in the eminent domain process.

The owners of the subject properties are:

- Junghwan Choi and Elaine D. Choi
- o Jimmi Fikri Kaymaz

Support for the Resolutions of Necessity

SBCTA is authorized to acquire property by eminent domain pursuant to the California Public Utilities Code Sections 130220.5 and 130809(b)(4). Eminent domain will allow SBCTA to obtain legal rights to the properties needed for the Project if a negotiated sale cannot be reached. A Resolution of Necessity is the first step in the eminent domain process. Since the process takes several months, it is necessary to start this process now to ensure that possession of the properties is obtained in time to meet the scheduled delivery dates and to avoid costly ROW delays.

In order to adopt the Resolutions of Necessity, SBCTA must make the four (4) findings discussed below for each of the properties. The issue of the amount of just compensation for these properties is not addressed by these Resolutions of Necessity and is not to be considered at the hearings. The four (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

San Bernardino County Transportation Authority

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 interests listed below:

- Junghwan Choi and Elaine D. Choi: One (1) access control extension and one (1) Temporary Construction Easement are needed for construction and operation of the Project.
- Jimmi Fikri Kaymaz: One (1) access control extension, one (1) access easement, and two (2) Temporary Construction Easements 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 Junghwan Choi and Elaine D. Choi property was sent on 04/21/2022
- The offer for the Jimmi Fikri Kaymaz property was sent on 04/21/2022

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. 830, Sub-Task No. 0853.

Reviewed By:

This item was reviewed and recommended for approval (20-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on August 11, 2022. SBCTA General Counsel has reviewed this item and the draft resolutions.

Responsible Staff:

Sal Chavez, Project Delivery Manager

Approved Board of Directors Date: September 7, 2022

Witnessed By:

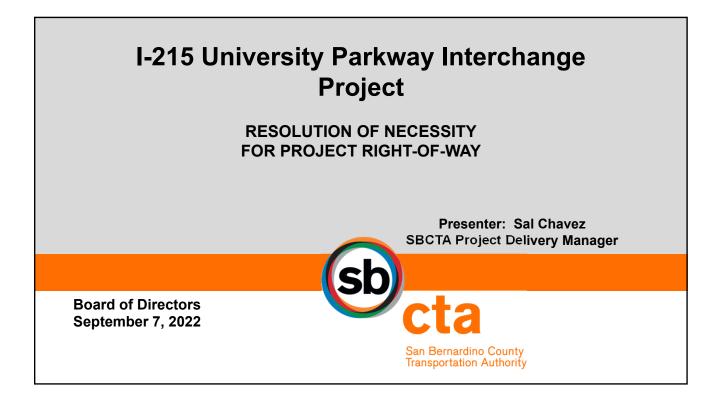
Attachment A

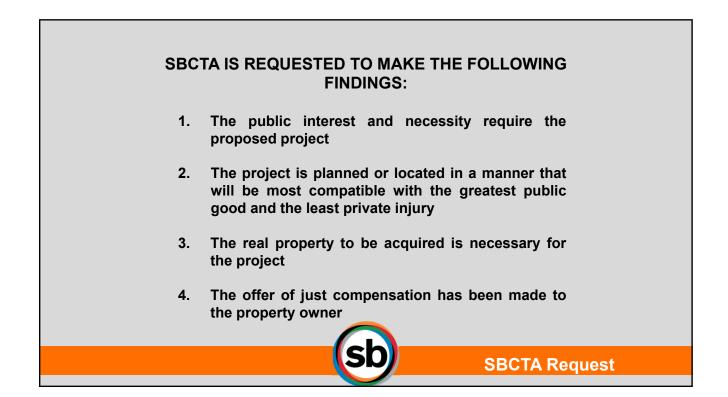
PowerPoint Presentation

and

Letters Submitted for the Public Hearing

25.a







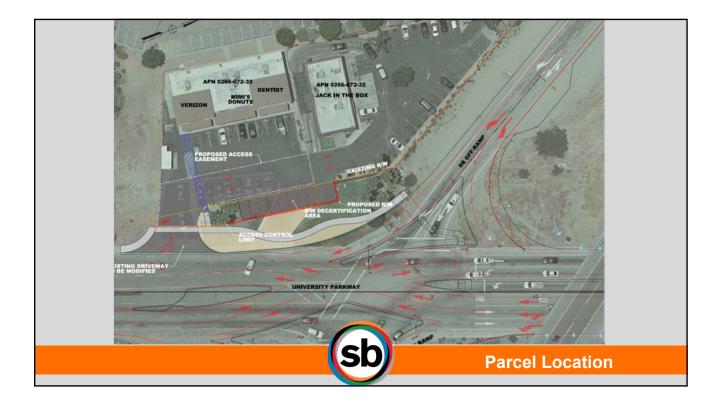
- Project will reconstruct the existing tight diamond interchange into a Diverging Diamond Interchange (DDI) configuration in order to address congestion, improve traffic operations, and accommodate projected regional population growth.
- The project will improve pedestrian and bicyclist access across the interchange.







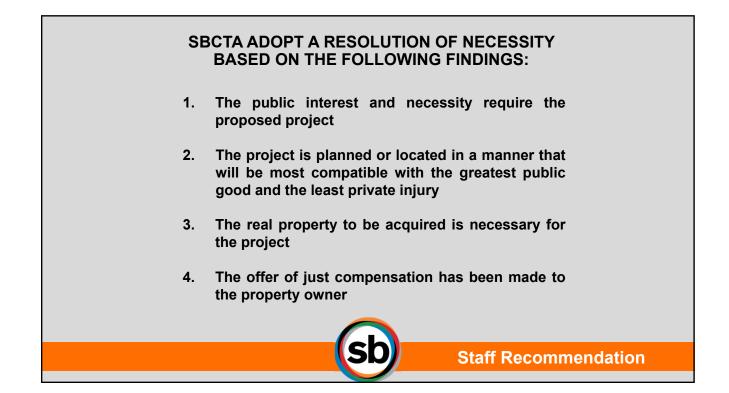




No.	Ownership	Date of First Contact	Mailings	In Person Meetings		E-Mails	Attorney Contacts		Total
В.	Junghwan Choi and Elaine D. Choi	11/11/2020	2	3	20	2	13		40
с.	Jimmi Fikri Kaymaz	11/11/2020	2	3	4	1	9		19
	* Property visit, phone call and	d/or email with n	o response						
								Communications as of	f August 3, 20

25.b

Item	Ownership	Offer Date
В.	Junghwan Choi and Elaine D. Choi	4/21/2022
C.	Jimmi Fikri Kaymaz	4/21/2022
		Offer of Just Compensation





File No.: 41451-000



August 19, 2022

VIA E-MAIL (clerkoftheboard@gosbcta.com)

Clerk of the Board of Directors San Bernardino County Transportation Authority 1170 W. 3rd Street, 2nd Floor San Bernardino, California 92410

> Re: Objection to San Bernardino County Transportation Authority's Notice of Intent to Adopt a Resolution of Necessity for Taking Portions of Certain Real Property Located at 4020 University Parkway, San Bernardino, California (also identified as Assessor Parcel Number (APN) 0266-072-32) by Eminent Domain for the Interstate 215 / University Parkway Interchange Improvement Project

Dear Clerk of the Board:

This firm represents Dr. Junghwan and Elaine D. Choi (collectively, the "Owner"), owners of the above-referenced real property located off of the Interstate 215 (I-215) freeway and University Parkway in the City of San Bernardino, approximately one mile from the California State University at San Bernardino (CSUSB), and improved with a branded "Jack in the Box" fast-food restaurant with drive-thru (the "Subject Property").

We have received notice that San Bernardino County Transportation Authority ("SBCTA") intends to consider adopting a resolution of necessity authorizing the taking of significant portions of the Subject Property by condemnation for the I-215 and University Parkway Interchange Improvement Project (the "Project"). The hearing on the resolution of necessity is set for <u>September 7, 2022</u>, at 9:30 a.m., at the Santa Fe Depot – SBCTA Lobby, located at 1170 W. 3rd Street, San Bernardino, California. The purpose of this letter is to provide written objections on behalf of the Owner to the adoption of the resolution of necessity and provide notice of the Owner's intent to appear and be heard. Accordingly, we request that this letter be included as part of the formal record on that agenda item. Please confirm receipt of this letter via email at abanker@palmierilawgroup.com.

25.c



Clerk of the Board of Directors August 19, 2022 Page 2

The Owner believes that SBCTA's adoption of the resolution of necessity is improper at this time, and objects to its adoption on each of the specific grounds as set forth in Owner's prior letter to the Clerk of the Board of Directors dated June 21, 2022, which is enclosed herewith and incorporated herein by this reference.

The Owner also objects to SBCTA's adoption of the resolution of necessity on the following additional ground. As currently proposed, SBCTA seeks to acquire <u>all legal</u> <u>access</u> to the Subject Property which SBCTA's own appraiser recognizes as "a significant damage to the remainder". The taking, as proposed, will render property no longer suitable for its highest and best use as a retail site. No studies or analysis were undertaken to determine whether the driveway could remain for right-turn only ingress into the Subject Property. Though the alternative was proposed, no studies were undertaken. The proposal was summarily rejected.

Based upon the foregoing objections, the Owner respectfully requests that SBCTA not adopt the resolution or, at a minimum, continue the hearing on this agenda item until such time as the objections are addressed. If SBCTA has any questions or comments concerning the content of this letter, it should contact the undersigned.

Very truly yours. Anish J. Banker

AJB:cv Enclosure - June 2, 2022 Objection Letter

cc: Jennifer Cole (via email only - j.cole@benderrosenthal.com) Todd Comer (via email only - t.comer@benderrosenthal.com) Craig Farrington (via email only - cfarrington@wss-law.com) Patrick A. Hennessey Client

Anish J. Banker Direct Dial: (949) 851-7220 E-mail: abanker@palmierilawgroup.com

File No.: 41451-000

June 2, 2022

VIA E-MAIL (clerkoftheboard@gosbcta.com)

Clerk of the Board of Directors San Bernardino County Transportation Authority 1170 W. 3rd Street, 2nd Floor San Bernardino, California 92410

> Re: Objection to San Bernardino County Transportation Authority's Notice of Intent to Adopt a Resolution of Necessity for Taking Portions of Certain Real Property Located at 4020 University Parkway, San Bernardino, California (also identified as Assessor Parcel Number (APN) 0266-072-32) by Eminent Domain for the Interstate 215 / University Parkway Interchange Improvement Project

Dear Clerk of the Board:

This firm represents Dr. Junghwan and Elaine D. Choi (collectively, the "Owner"), owners of the above-referenced real property located off of the Interstate 215 (I-215) freeway and University Parkway in the City of San Bernardino, approximately a mile from California State University at San Bernardino (CSUSB), and improved with a branded "Jack in the Box" fast-food restaurant with drive-thru (the "Subject Property").

We have received notice that San Bernardino County Transportation Authority ("SBCTA") intends to consider adopting a resolution of necessity authorizing the taking of portions of the Subject Property by condemnation for the I-215 and University Parkway Interchange Improvement Project (the "Project"). The hearing on the resolution of necessity is set for July 6, 2022, at 10:00 a.m., at the Santa Fe Depot – SBCTA Lobby, located at 1170 W. 3rd Street, San Bernardino, California. The purpose of this letter is to provide written objections on behalf of the Owner to the adoption of the resolution of necessity and provide notice of the Owner's intent to appear and be heard. Accordingly, we request that this letter be included as part of the formal record on that agenda item. Please confirm receipt of this letter via email at abanker@palmierilawgroup.com.

25.d



Clerk of the Board of Directors June 2, 2022 Page 2

Further, we request that SBCTA schedule the appropriate administrative hearing or other process that is required to address the Owner's concerns regarding the project prior to SBCTA's adoption of the Resolution of Necessity.

The Owner believes that the adoption of the resolution of necessity is improper at this time, and objects to its adoption on each of the following specific grounds:

1. <u>SBCTA's Proposed Project Is Not Planned or Located In The Manner That</u> <u>Will Be Most Compatible With The Greatest Public Good the Least Private</u> <u>Injury</u>.

One of the necessity components that must be analyzed when considering the adoption of a resolution to authorize the taking of private property is whether the proposed Project for which the property is sought to be taken is planned or located in a manner that is most compatible with the greatest public good and causes the least private injury. (Code Civ. Proc., § 1240.030, subd. (b).) In the absence of substantial evidence supporting the City's determination as to the planning and location of the proposed Project, the resolution of necessity is invalid.

In this case, SBCTA's planning and location of the proposed Project violates the "least private injury" prong of the necessity calculus in that the Project creates an uneconomic remnant parcel (as that term is defined in California Code of Civil Procedure section 1240.410) that should be acquired by SBCTA pursuant to Title 25, California Code of Regulations, section 6182(g), and the improvements located thereon since the construction of the Project in the manner proposed would depreciate such improvements to the point that they would be of little or no value to the owner.

In the existing condition, the Subject Property is a highly desirable retail location that is improved with a branded fast-food restaurant with drive thru. Positive characteristics of the site include excellent visibility and exposure from University Parkway and the I-215 freeway including the I-215 southbound off ramp. All legal access to the Subject Property is through one driveway off of University Parkway.

As currently proposed, SBCTA seeks to acquire <u>all legal access</u> to the Subject Property. As SBCTA's own appraiser recognizes, "the loss of abutter's rights results in a significant damage to the remainder". The taking, as proposed, will render property no longer suitable for its highest and best use as a retail site. Without legal access, the



Clerk of the Board of Directors June 2, 2022 Page 3

remainder parcel will be of such a size, shape and configuration so as to constitute an uneconomic remnant as defined in Code of Civil Procedure section 1240.410, subdivision (a). In light of the creation of an uneconomic remnant parcel, the proposed taking is not planned or located in a manner that would cause the least private injury to promote the greatest public good. The Owner is therefore requesting that SBCTA purchase the uneconomic remnant pursuant to Code of Civil Procedure section 1240.150. The creation of the uneconomic remnant forms the basis for the Owner's objection based on the "least private injury."

2. <u>The City Has Failed To Extend A Legitimate Precondemnation Offer</u> <u>Pursuant to Government Code section 7267.2</u>.

California law requires that the agency make a legitimate offer of just compensation based upon its approved appraisal prior to initiating a condemnation proceeding. Just compensation includes the "fair market value" of the property rights taken (as well as severance damages to the remainder), which is defined as the "highest price on the date of valuation" that would be agreed to by a willing buyer and seller of the property in question. (Code Civ. Proc., § 1263.320.) Compliance with Government Code section 7267.2 is a *mandatory* prerequisite to adopting a resolution of necessity and initiating an eminent domain action. (Code Civ. Proc., §§ 1240.040, 1245.230, subd. (c)(4); *City of San Jose v. Great Oaks Water Co.* (1987) 192 Cal.App.3d 1005.) Failure to strictly comply with the requirements of this section are grounds for dismissing the entire proceeding.

Here, the SBCTA's precondemnation offer is invalid insofar as it fails to address the considerable damages that will result from SBCTA's acquisition and construction/use of the Project in the manner proposed because the entire offer is predicated on an 'extraordinary assumption" that SBCTA *will* in the *future* acquire alternative means of *inferior* access from the neighboring property owner. However, as of the date the offer was made, no such access has been acquired by SBCTA; and SBCTA does not have the ability to provide any alternative means of access to the Owner either at the time of the offer or at the time of this hearing. Accordingly, the offer is per se invalid because it is based on a hypothetical condition that simply does not exist.

SBCTA's offer is also invalid because SBCTA failed to include any compensation for the fact that the remainder property will no longer be suitable for its actual intended use as a retail location due to the elimination of all legal access. The remainder property

25.d



Clerk of the Board of Directors June 2, 2022 Page 4

has become undevelopable, unusable, and unmarketable during and after Project construction is completed. SBCTA's precondemnation offer failed to include any compensation for the loss of access to the remainder parcel. In the after-condition, the remainder property is essentially "landlocked", and no longer suitable for commercial / retail development because SBCTA has taken all legal rights of access. The property's highest and best use has changed from a thriving retail location to a remanent parcel that is valuable only as plottage (i.e., assembly with the adjoining parcels).

It is inappropriate to attempt to condemn first, and then suggest that an error can be corrected by a subsequent offer or subsequent appraisal *after* the adoption of a resolution of necessity. (See, *City of Stockton v. Marina Towers* (2009) 171 Cal.App.4th 93.) Here, SBCTA cannot correct its error by simply reappraising *after* adopting a resolution of necessity to retroactively confer upon itself with the authority to do that for which it has already done.

California's Eminent Domain Law mandates *strict compliance* with its statutory requirements *before* a public entity may confer upon itself with the awesome power of eminent domain to condemn private property for a public purpose. "The proceeding to condemn land for a public use is special and statutory and the prescribed method in such cases must be <u>strictly</u> pursued especially if those methods benefit the [property] owner." (*City of Needles v. Griswold* (1992) 6 Cal.App.4th 1881, 1895, quoting *Harrington v. Superior Court* (1924) 194 Cal. 185, 191 and *City of Los Angeles v. Glassell* (1928) 203 Cal. 44, 46 [emphasis added].)

3. <u>SBCTA Has Failed To Negotiate In Good Faith Pursuant To Government</u> <u>Code Section 7267.1</u>.

Government Code section 7267.1 imposes an affirmative obligation on a public entity seeking to condemn property to seek **to acquire that property first by negotiation**. (Johnston v. Sonoma County Agricultural Preservation & Open Space Dist. (2002) 100 Cal.App.4th 973.) "The public entity shall make every reasonable effort to acquire expeditiously real property by negotiation." (Gov. Code, § 7267.1, subd. (a).) The duty to negotiate is designed to *avoid* litigation, not avoid the recognition of 19 buildings. "In order to encourage and expedite the acquisition of real property by agreements with owners, to avoid litigation and relieve congestion in the courts, to assure consistent treatment for owners in the public programs, and to promote public confidence in public land acquisition practices, public entities shall, to the greatest extent practicable,

25.d



Clerk of the Board of Directors June 2, 2022 Page 5

make every reasonable effort to acquire property by negotiation." (8 Witkin, Summary of Cal. Law (9th ed. 2004) Const. Law, § 972.)

The fundamental precept of any good faith negotiation is that it be predicated on a *legitimate* precondemnation offer that complies with the Government Code. Here, SBCTA has made a knowingly inadequate precondemnation offer that the Owner cannot possibly accept because the offer does not account for the Project's true impacts to the Subject Property for the reasons discussed above. To compound matters, to date, SBCTA has not provided the Owner with necessary information requested to assess the adequacy of SBCTA's precondemnation offer and/or address the owner's concerns regarding the Project's current, ongoing and anticipated impacts to the remainder property. SBCTA's appraiser has ignored these damages by making extraordinary assumptions and assuming hypothetical conditions that simply do not exist. The offer as proposed cannot be accepted. It fails to account for the substantial damages accruing to the marketability of the remainder property and its component improvements due to the construction and use of the Project as proposed.

Instead of analyzing the Project's true impacts, SBCTA is prematurely moving forward with this condemnation action and demanding that the Owner either "blindly" accept its precondemnation offer "as is" (without first providing the property owner with an opportunity to assess the adequacy of the offer) or be named as a defendant in a condemnation action.

SBCTA's proposed Project will result in substantial damages to the Subject Property, which damages SBCTA has neither appraised nor made an offer of compensation to redress. The City's statutory obligation to "make every reasonable effort to acquire expeditiously real property by negotiation" means *nothing* if it does not include (i) making reasonable efforts to provide all information to the property owner to assess the adequacy of the offer made, (ii) to modify project to eliminate or mitigate potentially damaging project impacts, and/or (iii) making an offer of compensation to pay for the damages that cannot otherwise be mitigated.

SBCTA asserts that adoption of a resolution will allow negotiations to continue while pursuing condemnation. If that is true, SBCTA's conduct is illegal and improper. Negotiations are required for every acquisition. If that statement is in fact false, SBCTA's position that this eminent domain action is necessary to allow for negotiations



Clerk of the Board of Directors June 2, 2022 Page 6

is illegal. This hearing is supposed to be a real deliberation of the pros and cons of condemnation.

The power of eminent domain is the most coercive power granted to the government under the Constitution relating directly to the ownership of private property. However, with such coercive power comes the responsibility to exercise it appropriately and to seek impartial justice for both the government and private property owner. (See, *City of Los Angeles v. Decker* (1977) 18 Cal.3d 860, 871 ("*Decker*").) Here, SBCTA is ignoring its *affirmative* obligation under the Government Code. Rather, SBCTA seeks to force the Owner to accept a knowingly inadequate offer or be involved in a lawsuit.

In this instance, SBCTA's conduct falls below its affirmative duty imposed under the Government Code and higher ethical duty to seek impartial justice. (See, *Decker*, *supra*, 18 Cal.3d at p. 871; See also, Gov. Code, §§ 7267.1, *et seq*.)

4. <u>SBCTA Is Incapable of Conducting A Fair, Legal, And Impartial Hearing on</u> <u>The Proposed Adoption of The Resolution of Necessity.</u>

SBCTA has already committed itself to the proposed taking, so any hearing resulting in the adoption of the resolution by SBCTA would be a predetermined result. The proposed resolution hearing is a pretense and artifice, and any resolution adopted under these circumstances would be voidable by a court of competent jurisdiction. (See, *Redevelopment Agency v. Norm's Slauson* (1985) 173 Cal.App.3d 1121, 1127.)

As a condition precedent to the exercise of the power of eminent domain, a public agency "*must* hold a public hearing to determine whether a particular taking meets the [requirements of Civil Code section 1245.235, i.e., is for a public use, necessary, and designed in such a manner to cause the least private injury....]." (*Norm's Slauson, supra,* 173 Cal.App.3d at p. 1125 [Emphasis added].) "Implicit in this requirement...is the concept that...the [a]gency engage in a good faith and judicious consideration of the pros and cons of the issue and that the decision to take be buttressed by substantial evidence...." (*Id.*, at pp. 1125-1126.) "[A]n agency that would take private property...must...conduct a fair hearing and make its determination on the basis of evidence presented in a judicious and nonarbitrary fashion." (*Id.*, at p. 1129.) In the absence of a fair and impartial hearing, the resolution of necessity is void.

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Clerk of the Board of Directors June 2, 2022 Page 7

If the condemning agency fails to conduct itself in this manner, then the resolution is not entitled to its ordinary conclusive effect and the burden of proving the elements for a taking rests on the government agency with the court being the final adjudicator. (*Norm's Slauson, supra,* 173 Cal.App.3d at pp. 1128-1129.) "The governmental agency in such a situation cannot act arbitrarily and then seek the benefit of having its decision afforded the deference to which it might otherwise be entitled." (*Id.* at p. 1129.)

In *Norm's Slauson*, the Court held that the condemning agency's approval of the resolution of necessity was invalid when the agency "simply 'rubber stamped' a predetermined result" because, prior to any hearing on the resolution, it (a) entered into an agreement with a developer by which the agency agreed to transfer a portion of defendant/property owner's restaurant, and the developer agreed to construct a condominium thereon; and (b) issued and sold tax exempt bonds to pay for the acquisition. (*Id.* at p. 1127.) "In short, the agency, without any notice to Norm's [the property owner], in effect sold the property and issued bonds to obtain the money to acquire the property all before taking any steps to condemn the property." (*Id.*, at p. 1125.)

Here, the Owner is informed and believes that SBCTA has impermissibly committed itself to take portions of the Subject Property.

By having already committed to the Project, SBCTA has left itself no discretion but to approve the resolution. (See, e.g., *Norm's Slauson, supra*, 173 Cal.App.3d at pp. 1127-1130; Code Civ. Proc., § 1245.255, subd. (b).) Accordingly, if the resolution is adopted, the hearing which led to its adoption will have been a pretense and SBCTA's policy-making board will simply be "rubber stamping" a pre-determined result. If the resolution is adopted under such circumstances, it will be voidable on that basis.

Finally, the Owner also objects to the entire administrative hearing process as fundamentally unfair. The Owner has not been provided with any of the purported information that SBCTA's Board is allegedly considering prior to, or even at the resolution hearing. Further, though the Board is ostensibly going to rely on various statements of fact asserted by either the agency's staff and/or consultants, no sworn testimony is being presented at the hearing. Likewise, the Owner has no opportunity to challenge any evidence being presented to the Board and/or cross-exam any witnesses for which the Board intends to rely upon. Much of the information (or purported "facts") that the Board will allegedly rely upon are unsupported allegations and conclusory

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statements. Accordingly, the Owner reserves the right to conduct investigation and discovery in support of its right to take challenges and incorporate such newly discovered information into the administrative record on this agenda item.

Based upon the foregoing objections, the Owner respectfully requests that SBCTA not adopt the resolution or, at a minimum, continue the hearing on this agenda item until such time as the objections are addressed. If SBCTA has any questions or comments concerning the content of this letter, it should contact the undersigned.

Very truly yours, Anish J. Banker

AJB:cv

cc: Jennifer Cole (via email only - j.cole@benderrosenthal.com) Todd Comer (via email only - t.comer@benderrosenthal.com) Craig Farrington (via email only - cfarrington@wss-law.com) Patrick A. Hennessey Client

DWIGHT M. MONTGOMERY

ATTORNEY-AT-LAW

MAILING ADDRESS:

700 East Redlands Boulevard, Suite U/350 Redlands, California 92373

DMMLAW.US dwightmontgomery@dmmlaw.us

TELEPHONE: 909.809.5859 FACSIMILE: 909.363.8351

Client Ref: 1040.01 Document Ref: C:1040.04-007

August 15, 2022

BY ELECTRONIC MAIL [CLERKOFTHEBOARD@GOSBCTA.COM]

Clerk, Board of Directors San Bernardino County Transportation Authority 1170 West 3rd Street, 2nd Floor San Bernardino, California 92401

> Re: I-215/University Parkway Interchange Improvement Project ("**Project**") September 7, 2022, Resolution of Necessity Hearing *Written Request to be Heard re APN 0266-072-33*

Dear Clerk of the Board:

Please accept this letter for and on behalf of Jimmi Fikri Kaymaz as his written request to appear and be heard and/or submit written testimony before the Board of Directors of the San Bernardino County Transportation Authority ("**SBCTA**") at its September 7, 2022, Resolution of Necessity Hearing concerning the impact of the Project on Mr. Kaymaz's property.

This written request is in response to SBCTA's Notice of Hearing, dated and mailed August 4, 2022, and is delivered within the fifteen (15) day period prescribed by Section 1245.235(b)(3) of the California Code of Civil Procedure.

Respectfully,

Dwight M. Montgomery

cc: Jimmy Kaymaz (by electronic mail) Jennifer Cole (by electronic mail) Craig G. Farrington, Esq. (by electronic mail)

RESOLUTION OF NECESSITY No. 22-166 CHOI PROPERTY (APN 0266-072-32)

RESOLUTION NO. 22-166

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 0266-072-32.

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 will replace the existing University Parkway tight diamond interchange configuration with a Diverging Diamond Interchange (DDI) configuration to improve traffic operations, increase 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 4020 University Parkway, 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" hereto (collectively, the "Property Interests"); and

WHEREAS, as part of the Project, SBCTA will acquire a non-exclusive access easement for ingress and egress (the "Non-Exclusive Access Easement") as legally described and depicted in Exhibit "3" hereto from an adjacent parcel located at 4004 University Parkway, San Bernardino, California, (APN 0266-072-33), which will be offered to the owner of the Subject Property to provide the Subject Property's access to University Parkway;

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. SBCTA's closure of the driveway which currently provides the Subject Property's access to University Parkway will not occur until the Non-Exclusive Access Easement can be used by the owner of the Subject Property; and

WHEREAS, as part of the Project, SBCTA has acquired a fee interest, as legally described and depicted in Exhibit "4" hereto (the "Additional Property"), which will be improved by SBCTA's contractor as a paved parking area and will be offered to the owner of the Subject Property to mitigate the impacts of the Project.

WHEREAS, the Additional Property is categorized as "exempt surplus land" under California Government Code section 54221(f)(1)(B), as it is less than 5,000 square feet in area. The Additional Property is also "exempt surplus land" under California Government Code section 54221(f)(1)(C) as it is "[s]urplus land that a local agency is exchanging for another property necessary for the agency's use."

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 September 7, 2022 at 9:30 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:

<u>Section 1.</u> <u>Incorporation of Findings and Recitals</u>. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

<u>Section 2</u>. <u>Compliance with California Code of Civil Procedure</u>. There has been compliance by SBCTA with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

<u>Section 3.</u> <u>Public Use</u>. 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, increase 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.

<u>Section 5.</u> <u>Description of the Property Interests</u>. 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.

<u>Section 7</u>. <u>Existing Public Use(s)</u>. 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.

<u>Section 8</u>. <u>Acquisition of Substitute Property (Public Use)</u>. 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.

<u>Section 9.</u> <u>Acquisition and Transfer of Substitute Property (Private Use)</u>. SBCTA is hereby authorized and empowered to transfer ownership of the Non-Exclusive Access Easement and Additional Property to the owner of the Subject Property as necessary to preserve the Subject Property's access to a public road pursuant to Code of Civil Procedure section 1240.350.

<u>Section 10</u>. <u>Authority to Exercise Eminent Domain</u>. SBCTA is hereby authorized and empowered to acquire the Property Interests, including the improvements thereon, if any, by eminent domain for the proposed Project.

<u>Section 11</u>. <u>Further Activities</u>. 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

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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 being acquired.

Section 12. Effective Date. This Resolution of Necessity shall take effect upon adoption.

PASSED, APPROVED, and ADOPTED by the San Bernardino County Transportation Authority on September 7, 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"

TEMPORARY CONSTRUCTION EASEMENT ATTACHMENT TO LEGAL DESCRIPTION Parcel No.: 0266-072-32-2

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 thirty-six (36) 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. All improvements so removed shall be included in the compensation paid by SBCTA or replaced in-kind.
- Prior to the termination of the TCE period, any disturbed hardscaping will be repaired or replaced in-kind. 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 0266-072-32-2

An easement for temporary construction purposes and incidents thereto in and to that portion of Section 19, 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:

Beginning at the most southerly corner of Parcel No. 1 as described in a deed recorded March 10, 2016 as Instrument No. 2016-0092548 of Official Records of said county, said point being on the northwesterly right of way line of University Parkway (State College Parkway, variable width) as shown on Parcel Map No. 1387 recorded in Book 11 of Parcel Maps, page 37 in the, office of said County Recorder;

Thence along the southerly boundary line of said Parcel 1, North 81°07'34" West, 12.83 feet;

Thence leaving said southerly line, North 21°33'19" East, 26.56 feet;

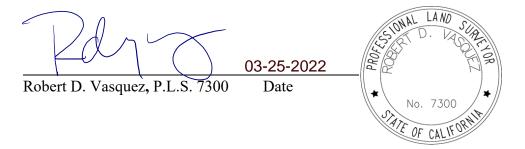
Thence South 81°49'19" East, 7.00 feet to said northwesterly right of way line of University Parkway;

Thence along said northwesterly right of way line South 08°51'56" West, 26.00 feet to **POINT OF BEGINNING**.

Containing: 257 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.



Page 1 of 1

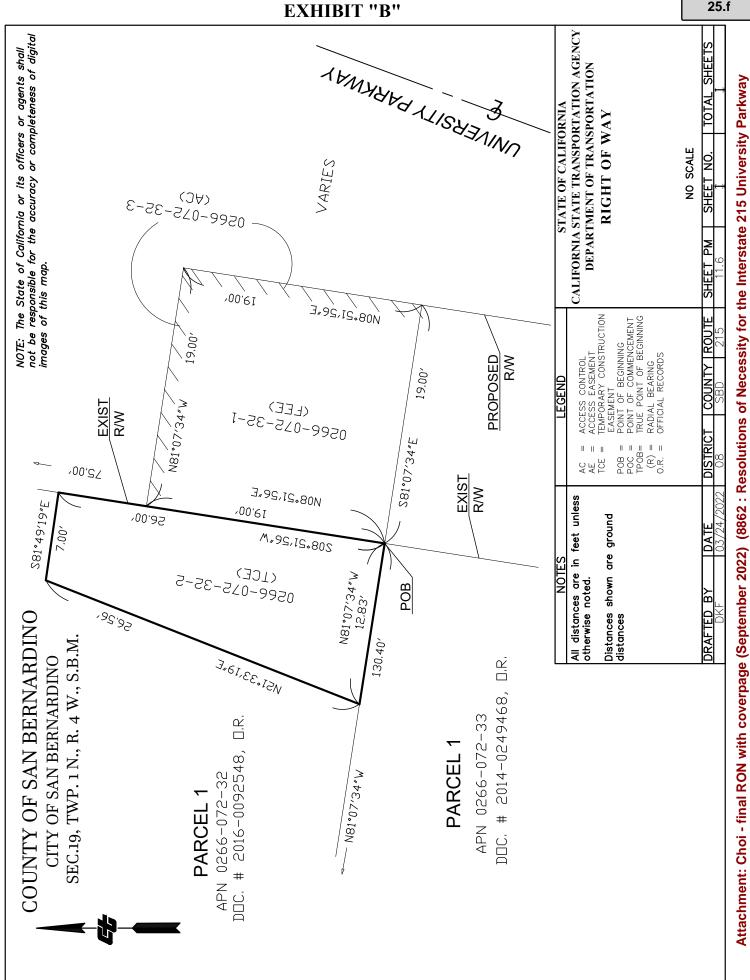


EXHIBIT "2"

EXHIBIT "A" LEGAL DESCRIPTION

PARCEL 0266-072-32-3 Access Control

That portion of Section 19, 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, in the City of San Bernardino, County of San Bernardino, State of California, described as follows:

Commencing at the most southerly corner of Parcel No. 1 as described in Grant Deed recorded March 10, 2016, as Instrument No. 2016-0092548 of Official Records of said county, said point being on the northwesterly right of way line of University Parkway (State College Parkway, variable width) as shown on Parcel Map No. 1387 recorded in Book 11 of Parcel Maps, page 37 in the office of said County Recorder;

Thence South 81°07'34" East, 19.00 feet along the easterly prolongation of the southerly line of said Parcel No. 1, to the intersection with the easterly line of that portion of land granted to the San Bernardino County Transportation Authority, recorded March 9, 2022, as Instrument No. 2022-0090706, Official Records of said county, being also the **TRUE POINT OF BEGINNING**;

Thence along said easterly line, North 08°51'56" East, 19.00 feet;

Thence continuing along said deed line, North 81°07'34" West, 19.00 feet to the intersection with said northwesterly westerly right of way line of University Parkway;

Thence North 08°51'56" East, 6.00 feet along said northwesterly westerly right of way line 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.

Date

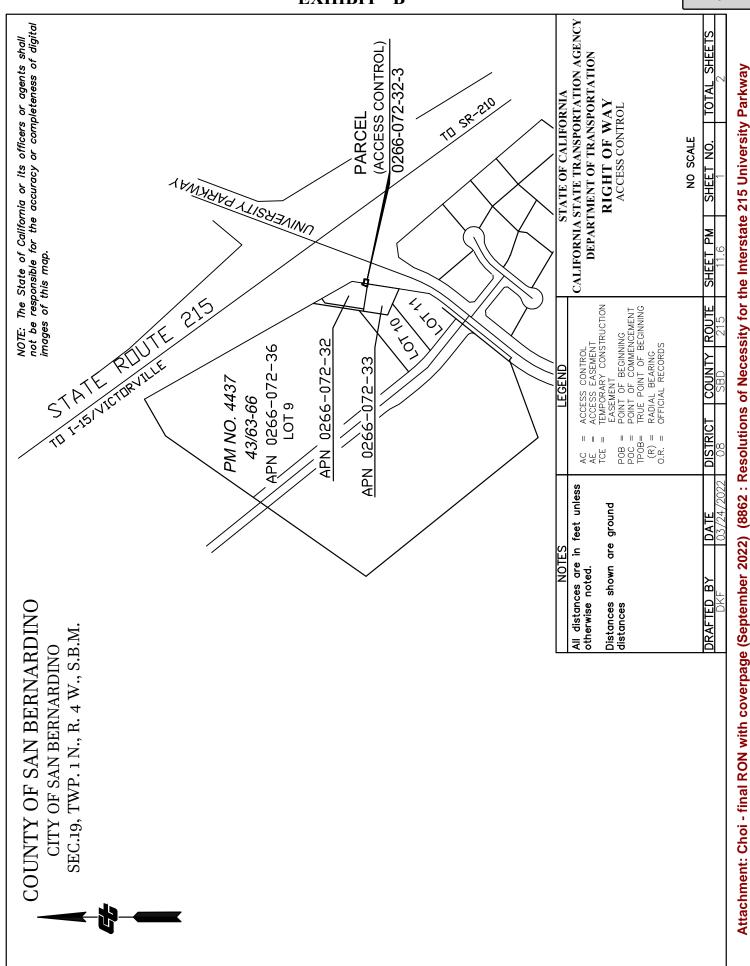
03-25-2022

Robert D. Vasquez, P.L.S. 7300

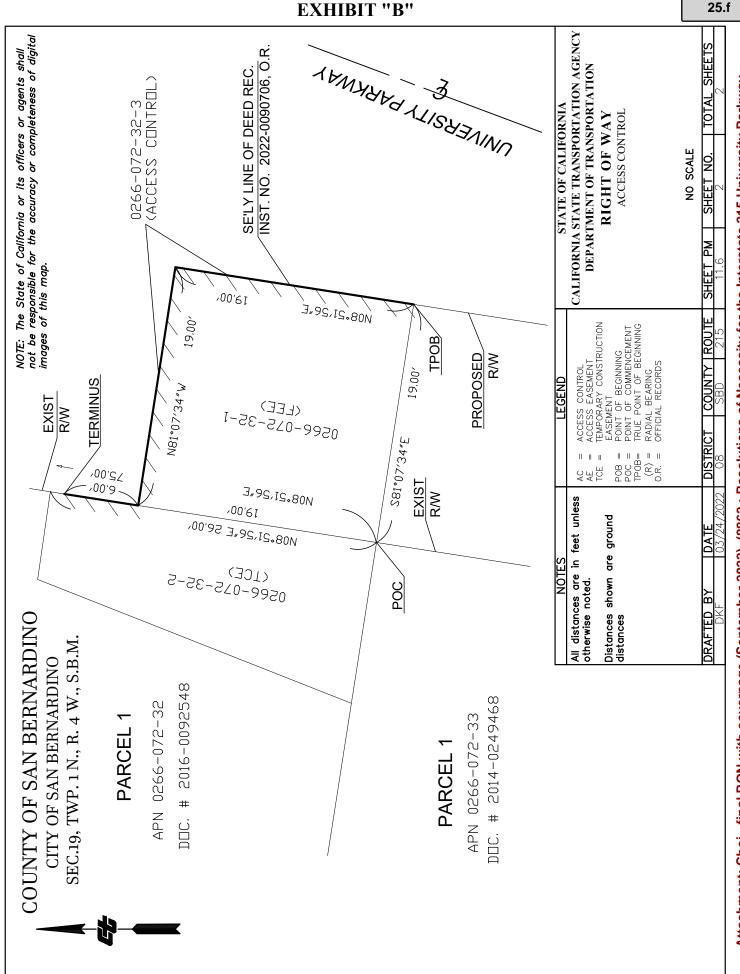


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Packet Pg. 596



Attachment: Choi - final RON with coverpage (September 2022) (8862 : Resolutions of Necessity for the Interstate 215 University Parkway

EXHIBIT "3"

NON-EXCLUSIVE ACCESS EASEMENT ATTACHMENT TO LEGAL DESCRIPTION Parcel No.: 0266-072-33-2

San Bernardino County Transportation Authority and its successors and assigns ("SBCTA") shall have a right to construct, install and maintain a non-exclusive access easement for ingress and egress over that area described in **Exhibit "A"** and depicted in **Exhibit "B"** attached hereto and incorporated by reference herein (the "Non-Exclusive Access Easement"):

There shall not be constructed any improvements within the Non-Exclusive Access Easement area that would impede the rights as defined herein. The Non-Exclusive Access Easement area will be improved by SBCTA to accommodate anticipated vehicular traffic. Reasonable pedestrian and vehicular access to the remainder property will be maintained. SBCTA shall ensure at that least one half (1/2) of the driveway providing access to University Parkway will remain open and passable during SBCTA's initial construction on the Non-Exclusive Access Easement.

San Bernardino County Transportation Authority is expressly granted the right to convey, transfer or assign the rights described above. This Non-Exclusive Access Easement shall be deemed to run with the land.

EXHIBIT "A" LEGAL DESCRIPTION

PARCEL 0266-072-33-2

An easement for ingress, egress and incidents thereto in and to that portion of Section 19, 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 No. 1 as described in a deed recorded March 10, 2016, as Instrument No. 2016-0092548 of Official Records of said county, said point being on the northwesterly right of way line of University Parkway (State College Parkway, variable width) as shown on Parcel Map No. 1387 recorded in Book 11 of Parcel Maps, page 37 in the office of said County Recorder;

Thence southeasterly along the southwesterly line of that portion of land granted to the San Bernardino County Transportation Authority, recorded March 9, 2022, as Instrument No. 2022-0090706, Official Records of said county, South 66°09'22" East, 7.91 feet;

Thence continuing along said deed line, North 20°31'10" East 2.45 feet to the beginning of a non-tangent curve, concave southerly having a radius of 35.00 feet, a radial to said point bears North 39°06'19" East, being also the **TRUE POINT OF BEGINNING**;;

Thence leaving said deed line, northwesterly 8.86 feet along said curve, through a central angle of 14°30'28", to the intersection with the northwesterly right of way line of said University Parkway;

Thence North 65°24'09" West, 31.17 feet;

Thence North 08°51'56" East, 137.74 feet to a point on the northerly line of said Parcel 1;

Thence South 81°07'34" East, 28.00 feet along said northerly line to the intersection with a line being parallel with and 2.00 feet northwest of said northwesterly right of way line;

Thence South 08°51'56" West, 98.74 feet along said parallel line to the beginning of a non-tangent curve, concave southeasterly, having a radius of 25.00 feet, a radial to said point bears South 73°44'09" West;

Thence southwesterly 23.41 feet along said curve, through a central angle of 53°38'37", to a point on the southeasterly line of said deeded land per said Instrument No. Instrument No. 2022-0090706;

Thence South 20°31'10" West, 37.77 feet along said deed line to the **TRUE POINT OF BEGINNING**.

Page 1 of 2

EXHIBIT "A" LEGAL DESCRIPTION

Containing: 4058 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.

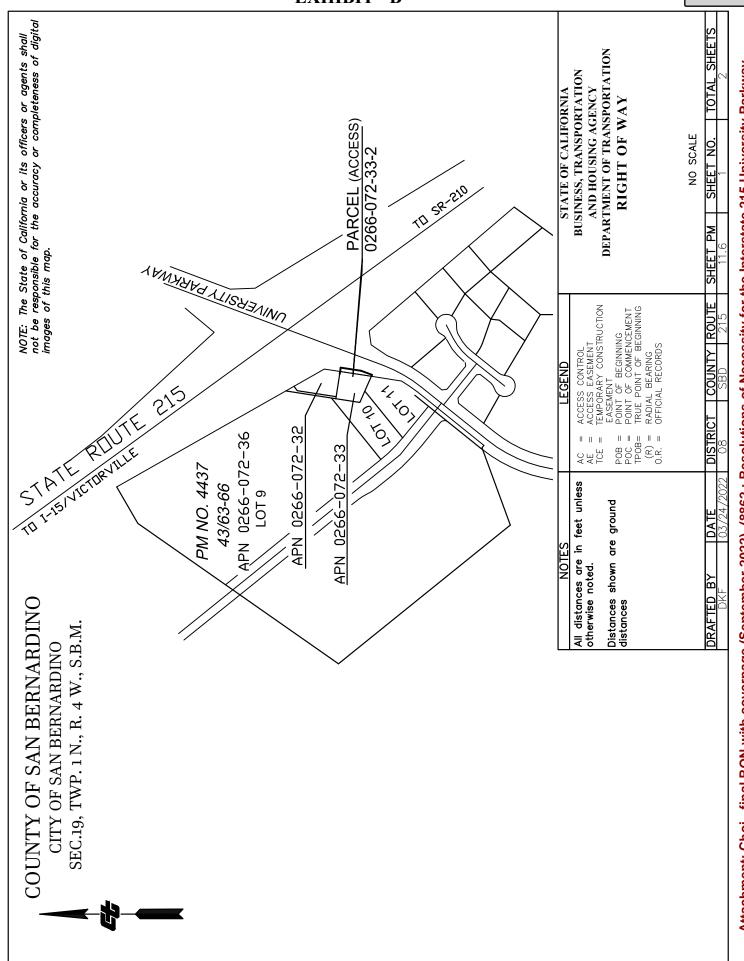
LAN 03-25-2022 Robert D. Vasquez, P.L.S. 7300 Date 7.300 No 0F

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08-SBd-215-PM 11.35-0266-072-33-2



Attachment: Choi - final RON with coverpage (September 2022) (8862 : Resolutions of Necessity for the Interstate 215 University Parkway

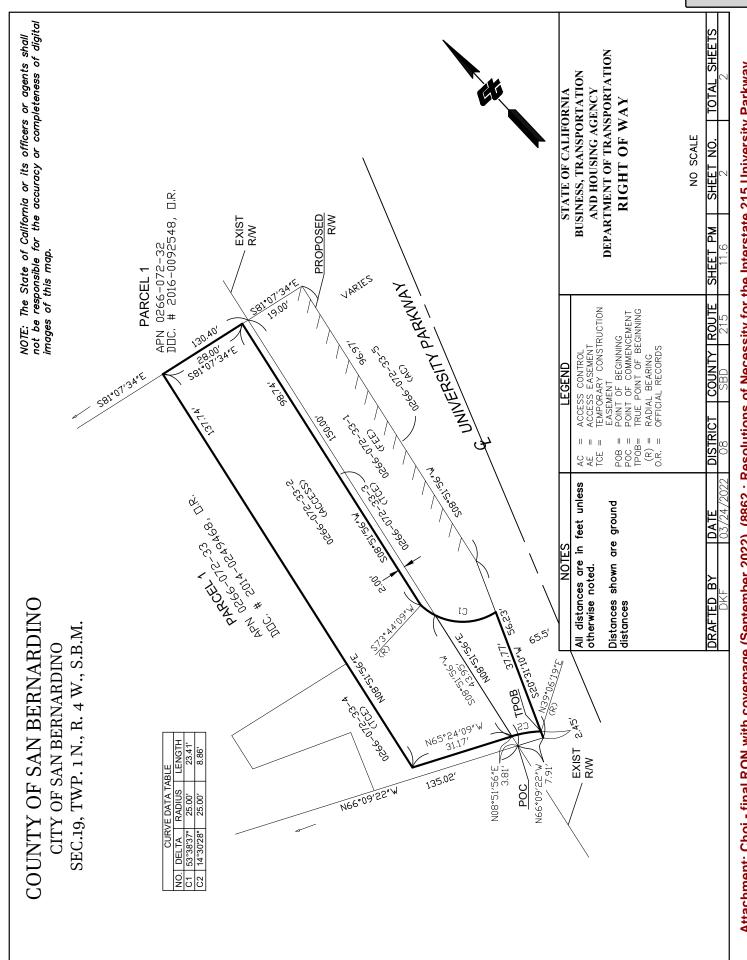


EXHIBIT "4"

EXHIBIT "A" LEGAL DESCRIPTION

PARCEL 0266072-032-1

That portion of University Parkway (formerly known as Devil Canyon Road) as conveyed to the San Bernardino County Transportation Authority in a deed recorded March 9, 2022, as Instrument No. 2022-0090706, Official Records in the office of the San Bernardino County Recorder, County of San Bernardino, State of California, described as follows:

Beginning at the most southerly corner of Parcel No. 1 as described in a deed recorded March 10, 2016, as Instrument No. 2016-0092548 of Official Records of said county, said point being on the northwesterly right of way line of University Parkway (State College Parkway, variable width) as shown on Parcel Map No. 1387 recorded in Book 11 of Parcel Maps, page 37 in the office of said County Recorder;

Thence along said northwesterly right of way line, North 08°51'56" East, 19.00 feet;

Thence leaving said right of way line, South 81°07'34" East, 19.00, along the line described in said Instrument No. 2022-0090706;

Thence continuing along said deed line, South 08°51'56" West, 19.00 feet to the intersection with the southeasterly prolongation of the southwesterly line of said Parcel 1;

Thence leaving said deed line, northwesterly along said prolongated line, North 81°07'34" West, 19.00 feet to the POINT OF BEGINNING.

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: 361 square feet more or less.

As shown on Exhibit "B" attached hereto and made a part hereof.

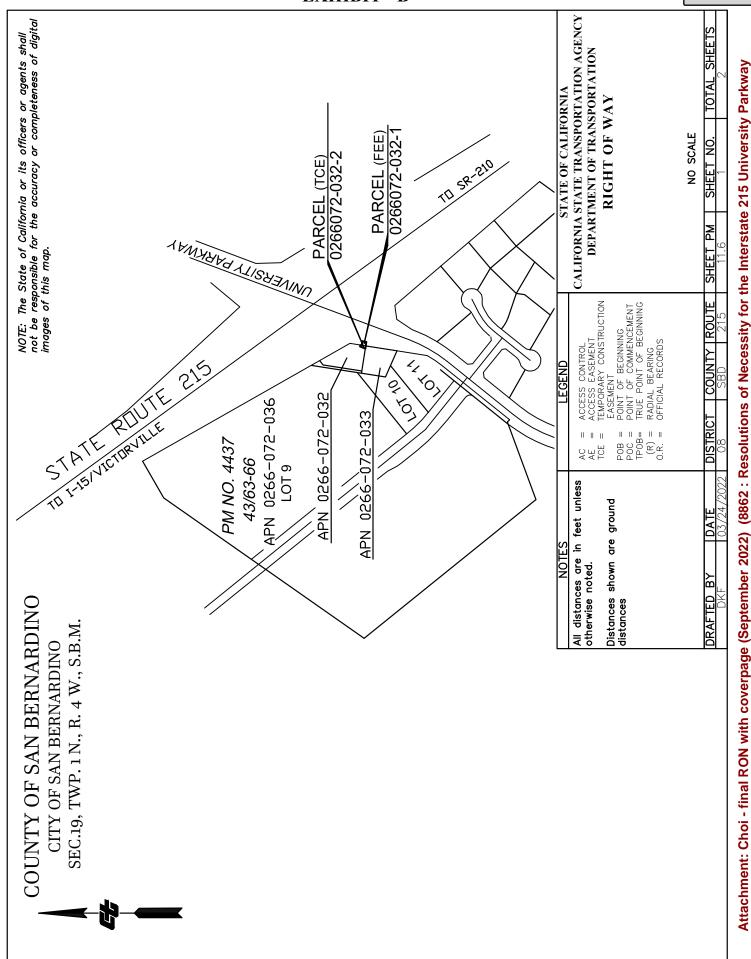
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

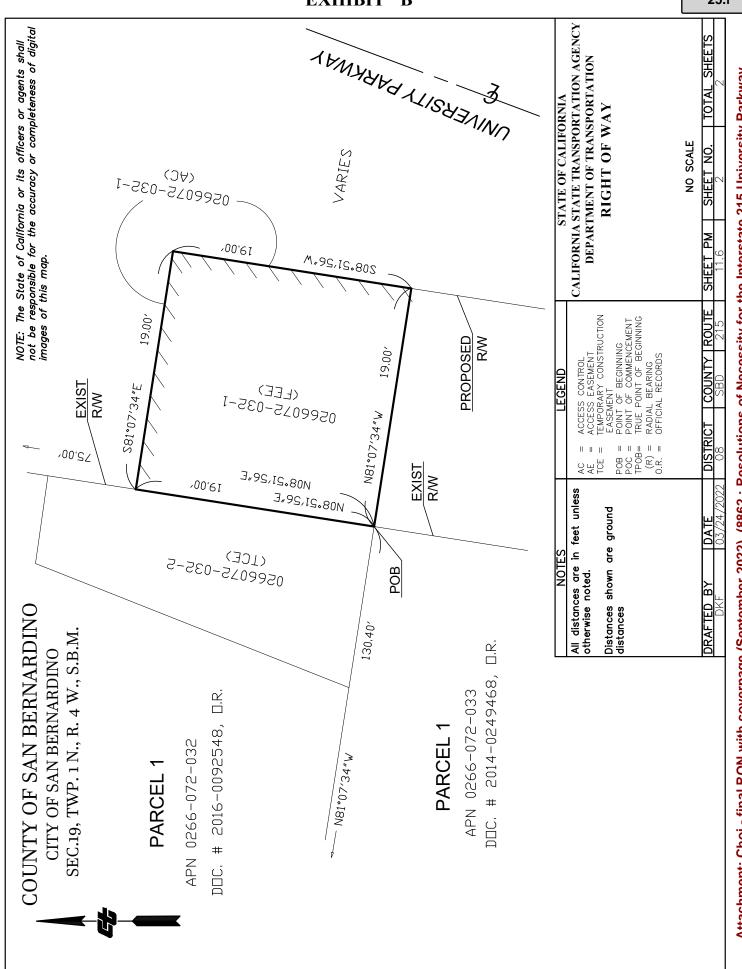
03-25-2022 Date

Robert D. Vasquez, P.L.S. 7300



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RESOLUTION OF NECESSITY No. 22-167 KAYMAZ PROPERTY (APN 0266-072-33)

25.q

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 0266-072-33.

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 will replace the existing University Parkway tight diamond interchange configuration with a Diverging Diamond Interchange (DDI) configuration to improve traffic operations, increase 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 4004 University Parkway, 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 non-exclusive access easement as legally described and depicted in Exhibit "1" hereto (the "Non-Exclusive Access Easement"), a temporary construction easement as legally described and depicted in Exhibit "2" hereto, a temporary construction easement as legally described and depicted in Exhibit "3" hereto, and the relinquishment of access rights as legally described and depicted in Exhibit "4" hereto, (collectively, the "Property Interests"); and

WHEREAS, SBCTA's acquisition of the Non-Exclusive Access Easement is a substitute condemnation pursuant to Code of Civil Procedure section 1240.350 and will be assigned to the

owner of an adjacent property at 4020 University Parkway, in the City of San Bernardino, California, (the "Adjacent Property") to maintain the Adjacent Property's access to a public road;

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, as part of the Project, SBCTA has acquired a fee interest, as legally described and depicted in Exhibit "5" (the "Additional Property"), which will be improved by SBCTA's contractor as a paved parking area and will be offered to the owner of the Subject Property to mitigate a loss of parking which will occur due to SBCTA's widening of an existing drive aisle to accommodate access to the Adjacent Property across the Non-Exclusive Access Easement.

WHEREAS, the Additional Property is categorized as "exempt surplus land" under California Government Code section 54221(f)(1)(B), as it is less than 5,000 square feet in area. The Additional Property is also "exempt surplus land" under California Government Code section 54221(f)(1)(C) as it is "[s]urplus land that a local agency is exchanging for another property necessary for the agency's use."

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 September 7, 2022 at 9:30 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.

<u>Section 2</u>. <u>Compliance with California Code of Civil Procedure</u>. There has been compliance by SBCTA with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

<u>Section 3.</u> <u>Public Use</u>. 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, increase 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.

<u>Section 5.</u> <u>Description of the Property Interests</u>. The Property Interests sought to be acquired are more particularly described and depicted in Exhibits "1" through "4" attached hereto and incorporated herein by reference.

Section 6. <u>Findings</u>. 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.

<u>Section 7</u>. <u>Existing Public Use(s)</u>. 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.

<u>Section 8</u>. <u>Acquisition of Substitute Property (Public Use)</u>. 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.

<u>Section 9.</u> <u>Acquisition and Transfer of Substitute Property (Private Use)</u>. SBCTA is hereby authorized and empowered to acquire the Non-Exclusive Access Easement pursuant to Code of Civil Procedure section 1240.350. SBCTA is further authorized and empowered to transfer ownership of the Non-Exclusive Access Easement to the owner of the Adjacent Property as necessary to preserve the Adjacent Property's access to a public road. SBCTA is further authorized and empowered to transfer ownership of the Additional Property to the owner of the Subject Property.

<u>Section 10</u>. <u>Authority to Exercise Eminent Domain</u>. SBCTA is hereby authorized and empowered to acquire the Property Interests, including the improvements thereon, if any, by eminent domain for the proposed Project.

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Further Activities. SBCTA's legal counsel ("Counsel") is hereby authorized Section 11. 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 being acquired.

Section 12. Effective Date. This Resolution of Necessity shall take effect upon adoption.

PASSED, APPROVED, and ADOPTED by the San Bernardino County Transportation Authority on September 7, 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"

25.q

NON-EXCLUSIVE ACCESS EASEMENT ATTACHMENT TO LEGAL DESCRIPTION Parcel No. 0266-072-33-2

San Bernardino County Transportation Authority and its successors and assigns ("SBCTA") shall have a right to construct, install and maintain a non-exclusive access easement for ingress and egress over that area described in **Exhibit "A"** and depicted in **Exhibit "B"** attached hereto and incorporated by reference herein (the "Non-Exclusive Access Easement"):

There shall not be constructed any improvements within the Non-Exclusive Access Easement area that would impede the rights as defined herein. The Non-Exclusive Access Easement area will be improved by SBCTA to accommodate anticipated vehicular traffic. Reasonable pedestrian and vehicular access to the remainder property will be maintained. SBCTA shall ensure at that least one half (1/2) of the driveway providing access to University Parkway will remain open and passable during SBCTA's initial construction on the Non-Exclusive Access Easement.

San Bernardino County Transportation Authority is expressly granted the right to convey, transfer or assign the rights described above. This Non-Exclusive Access Easement shall be deemed to run with the land.

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EXHIBIT "A" LEGAL DESCRIPTION

PARCEL 0266-072-33-2

An easement for ingress, egress and incidents thereto in and to that portion of Section 19, 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 No. 1 as described in a deed recorded March 10, 2016, as Instrument No. 2016-0092548 of Official Records of said county, said point being on the northwesterly right of way line of University Parkway (State College Parkway, variable width) as shown on Parcel Map No. 1387 recorded in Book 11 of Parcel Maps, page 37 in the office of said County Recorder;

Thence southeasterly along the southwesterly line of that portion of land granted to the San Bernardino County Transportation Authority, recorded March 9, 2022, as Instrument No. 2022-0090706, Official Records of said county, South 66°09'22" East, 7.91 feet;

Thence continuing along said deed line, North 20°31'10" East 2.45 feet to the beginning of a non-tangent curve, concave southerly having a radius of 35.00 feet, a radial to said point bears North 39°06'19" East, being also the **TRUE POINT OF BEGINNING**;;

Thence leaving said deed line, northwesterly 8.86 feet along said curve, through a central angle of 14°30'28", to the intersection with the northwesterly right of way line of said University Parkway;

Thence North 65°24'09" West, 31.17 feet;

Thence North 08°51'56" East, 137.74 feet to a point on the northerly line of said Parcel 1;

Thence South 81°07'34" East, 28.00 feet along said northerly line to the intersection with a line being parallel with and 2.00 feet northwest of said northwesterly right of way line;

Thence South 08°51'56" West, 98.74 feet along said parallel line to the beginning of a non-tangent curve, concave southeasterly, having a radius of 25.00 feet, a radial to said point bears South 73°44'09" West;

Thence southwesterly 23.41 feet along said curve, through a central angle of 53°38'37", to a point on the southeasterly line of said deeded land per said Instrument No. Instrument No. 2022-0090706;

Thence South 20°31'10" West, 37.77 feet along said deed line to the **TRUE POINT OF BEGINNING**.

Page 1 of 2

EXHIBIT "A" LEGAL DESCRIPTION

Containing: 4058 square feet more or less.

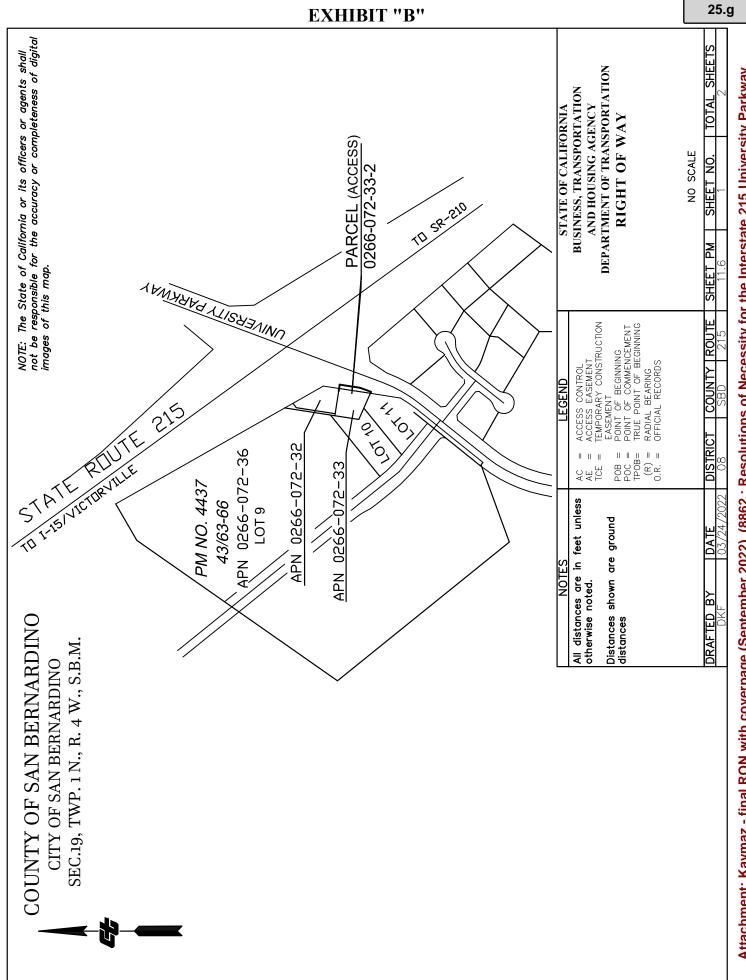
As shown on Exhibit "B" attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

LAN 03-25-2022 Robert D. Vasquez, P.L.S. 7300 Date 7.300 No 0F

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Page 2 of 2



Attachment: Kaymaz - final RON with coverpage (September 2022) (8862 : Resolutions of Necessity for the Interstate 215 University Parkway

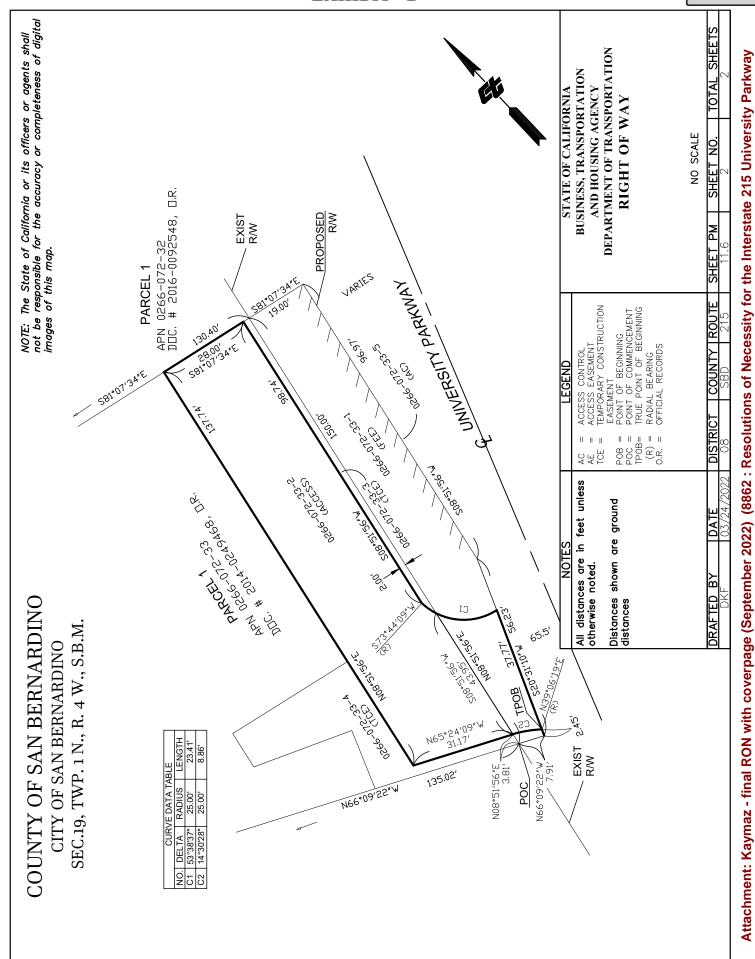


EXHIBIT "2"

25.g

TEMPORARY CONSTRUCTION EASEMENT ATTACHMENT TO LEGAL DESCRIPTION Parcel No.: 0266-072-33-3

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 thirty-six (36) 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. All improvements so removed shall be included in the compensation paid by SBCTA or replaced in-kind.
- Prior to the termination of the TCE period, any disturbed hardscaping will be repaired or replaced in-kind. 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 0266-072-33-3

An easement for temporary construction purposes and incidents thereto in and to that portion of Section 19, 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 No. 1 as described in a deed recorded March 10, 2016, as Instrument No. 2016-0092548 of Official Records of said county, said point being on the northwesterly right of way line of University Parkway (State College Parkway, variable width) as shown on Parcel Map No. 1387 recorded in Book 11 of Parcel Maps, page 37 in the office of said County Recorder;

Thence along the easterly boundary line of said Parcel No. 1 and northwesterly right of way line, North 08°51'56" East, 47.76 feet to the beginning of a non-tangent curve, concave northeasterly, having a radius of 25.00 feet, a radial to said point bears South 64°28'47" West, said point being also the **TRUE POINT OF BEGINNING**;

Thence leaving said northwesterly right of way line, northeasterly 4.04 feet along said curve, through a central angle of 9°15'22" to the intersection with a line being parallel with and 2.00 feet northerly of said northwesterly right of way line;

Thence North 08°51'56" East, 98.74 feet along said parallel line to the northerly line of said Parcel No. 1;

Thence South 81°07'34" East, 2.00 feet along said northerly line to the northeast corner of said Parcel No. 1;

Thence South 08°51'56" West, 102.25 feet along said parcel line and said northwesterly right of way line to the **TRUE POINT OF BEGINNING**.

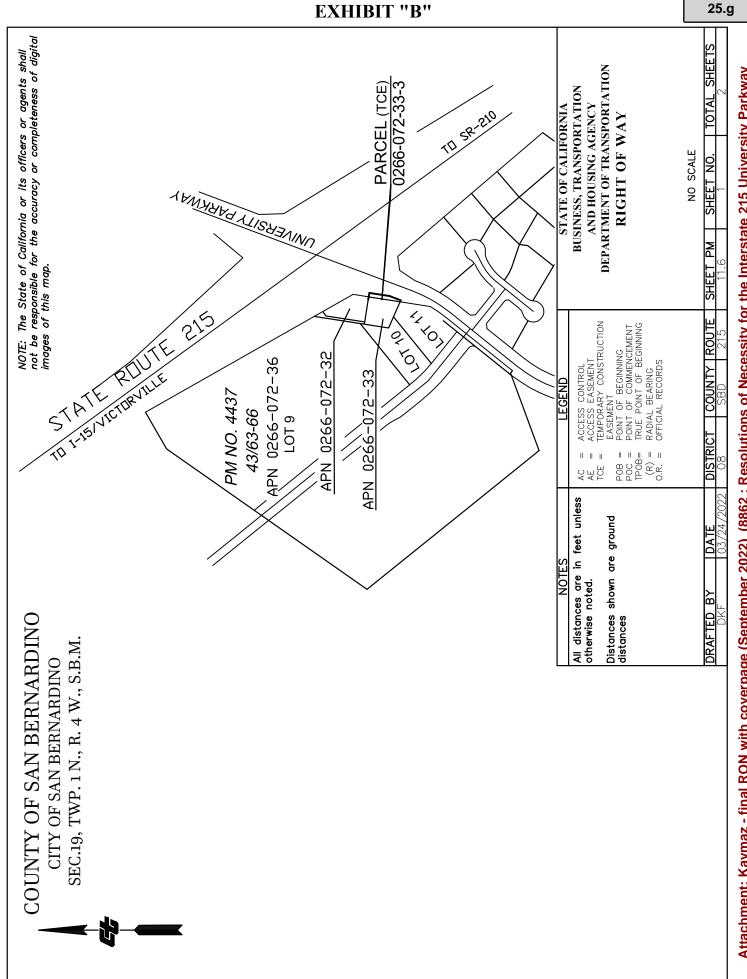
Containing: 201 square feet more or less.

As shown on Exhibit "B" attached hereto and made a part hereof.

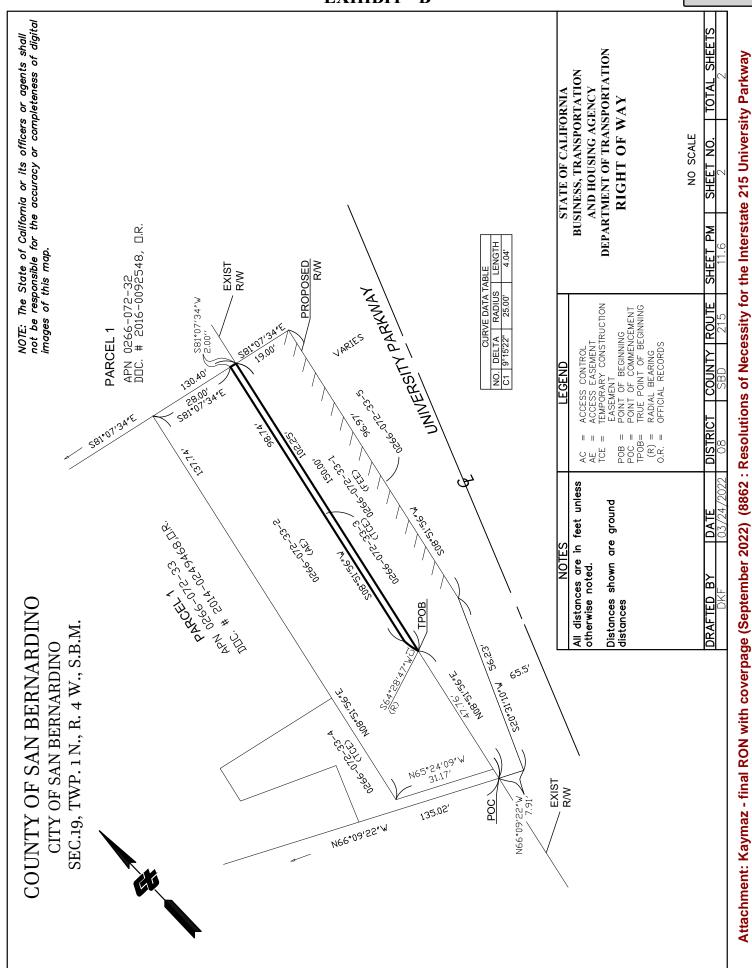
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

03-25-2022 Robert D. Vasquez, P.L.S. 7300 Date





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EXHIBIT "3"

TEMPORARY CONSTRUCTION EASEMENT ATTACHMENT TO LEGAL DESCRIPTION Parcel No.: 0266-072-33-4

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 thirty-six (36) 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. All improvements so removed shall be included in the compensation paid by SBCTA or replaced in-kind.
- Prior to the termination of the TCE period, any disturbed hardscaping will be repaired or replaced in-kind. 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 0266-072-33-4

An easement for temporary construction purposes and incidents thereto in and to that portion of Section 19, 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:

Beginning at the most southerly corner of Parcel No. 1 as described in a deed recorded July 10, 2014 as Document No. 2014-0249468 of Official Records of said county, said point being on the northwesterly right of way line of University Parkway (State College Parkway, variable width) as shown on Parcel Map No. 1387 recorded in Book 11 of Parcel Maps, page 37 in the office of said County Recorder;

Thence along the southerly boundary line of said Parcel No. 1, North 66°09'22" West, 44.77 feet;

Thence leaving said southerly line of said Parcel No. 1, North 19°52'32" East, 13.08 feet;

Thence North 69°16'24" West, 0.33 feet;

Thence North 21°14'41" East, 5.48 feet;

Thence North 69°13'55" West, 31.14 feet;

Thence North 08°56'38" East, 11.72 feet;

Thence South 81°03'23" East, 40.35 feet;

Thence South 08°51'56" West, 35.65 feet;

Thence South 65°24'09" East, 31.17 feet to said northwesterly right of way line;

Thence South 08°51'56" West, 3.81 feet along said northerly right of way line to the **TRUE POINT OF BEGINNING**.

Page 1 of 2

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EXHIBIT "A" LEGAL DESCRIPTION

Containing: 988 square feet more or less.

As shown on Exhibit "B" attached hereto and made a part hereof.

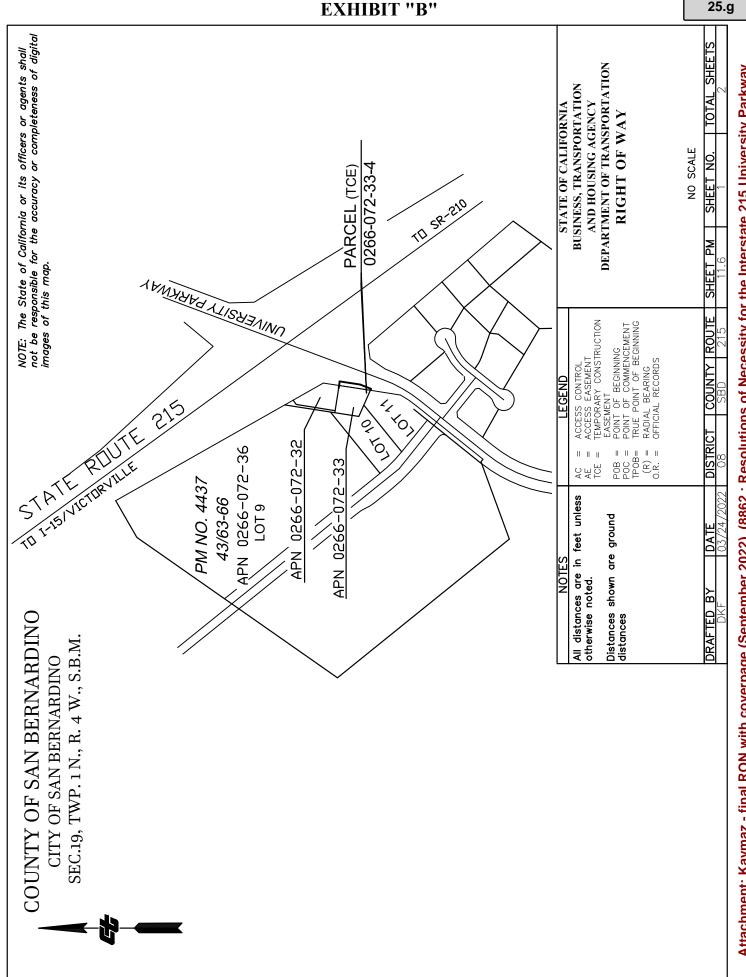
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

03-25-2022 Date

Robert D. Vasquez, P.L.S. 7300

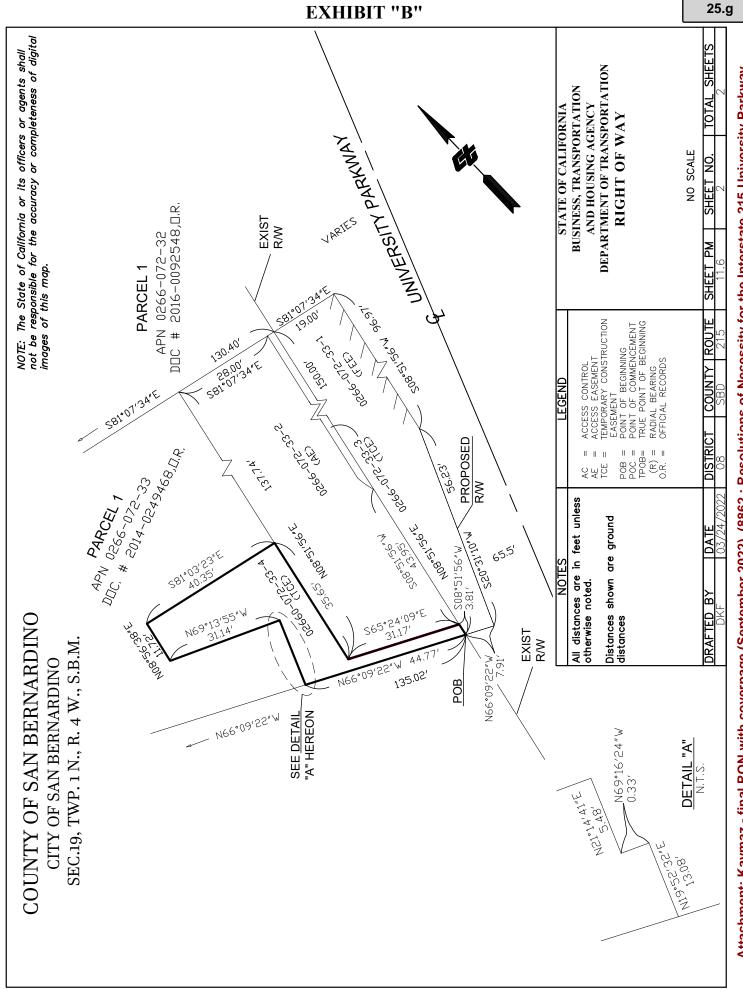


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Attachment: Kaymaz - final RON with coverpage (September 2022) (8862 : Resolutions of Necessity for the Interstate 215 University Parkway

EXHIBIT "4"

EXHIBIT "A" LEGAL DESCRIPTION

PARCEL 0266-072-33-5 - Access Control

That portion of Section 19, 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 No. 1 as described in a deed recorded July 10, 2014 as Instrument No. 2014-0249468 of Official Records of said county, said point being on the northwesterly right of way line of University Parkway (State College Parkway, variable width) as shown on Parcel Map No. 1387 recorded in Book 11 of Parcel Maps, page 37 in the office of said County Recorder;

Thence South 66°09'22" East, 7.91 feet along the southerly line of that portion of land granted to the San Bernardino County Transportation Authority, in a deed recorded March 9, 2022, as Instrument No. 2022-0090706, Official Records in the office of the San Bernardino County Recorder of said county;

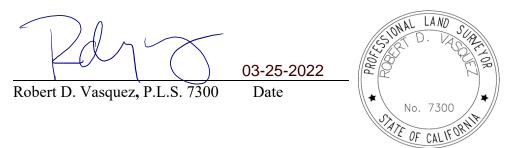
Thence North 20°31'10" East, 56.23 feet along the southeasterly line of said deed;

Thence North 08°51'56" East, 10.07 feet along the easterly line of said deed to the **TRUE POINT OF BEGINNING**;

Thence North 08°51'56" East, 85.11 feet along said easterly line to the intersection with the easterly prolongation of the northerly line of said Parcel No. 1, said point being also the **TERMINUS**.

As shown on Exhibit "B" attached hereto and made a part hereof.

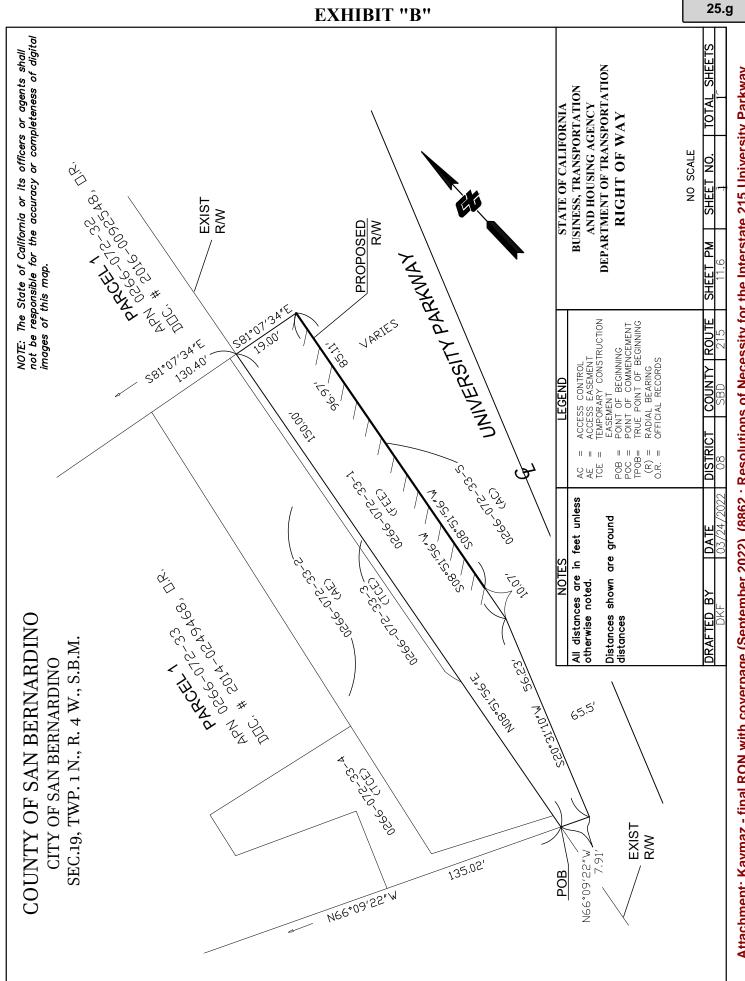
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.





08-SBd-215-PM 11.35-0266-072-33-5

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EXHIBIT "5"

EXHIBIT "A" LEGAL DESCRIPTION

PARCEL 0266-072-33-1

That portion of University Parkway (formerly known as Devil Canyon Road) as conveyed to the San Bernardino County Transportation Authority in a deed recorded March 9, 2022, as Instrument No. 2022-0090706, Official Records in the office of the San Bernardino County Recorder, County of San Bernardino, State of California, described as follows:

Beginning at the most southerly corner of Parcel No. 1 as described in a deed recorded March 10, 2016, as Instrument No. 2016-0092548 of Official Records of said county, said point being on the northwesterly right of way line of University Parkway (State College Parkway, variable width) as shown on Parcel Map No. 1387 recorded in Book 11 of Parcel Maps, page 37 in the office of said County Recorder;

Thence along the easterly boundary line of said Parcel No. 1 and said northwesterly right of way line, North 08°51'56" East, 150.00 feet to the most easterly corner of said Parcel No. 1;

Thence South 81°07'34" East, 19.00 feet along the southeasterly prolongation of the northerly line of said Parcel No. 1 to the intersection with easterly line of said Instrument No. 2022-0090706;

Thence along said easterly line, South 08°51'56" West, of 96.97 feet to an angle in said easterly line;

Thence continuing along said easterly line, South 20°31'10" West, 56.23 feet to the intersection with the southeasterly prolongation of the southwesterly line of said Parcel 1;

Thence North 66°09'22" West, 7.91 feet along said prolongated line to the **TRUE POINT OF BEGINNING**.

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.

Page 1 of 2

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EXHIBIT "A" LEGAL DESCRIPTION

Containing: 2568 square feet more or less.

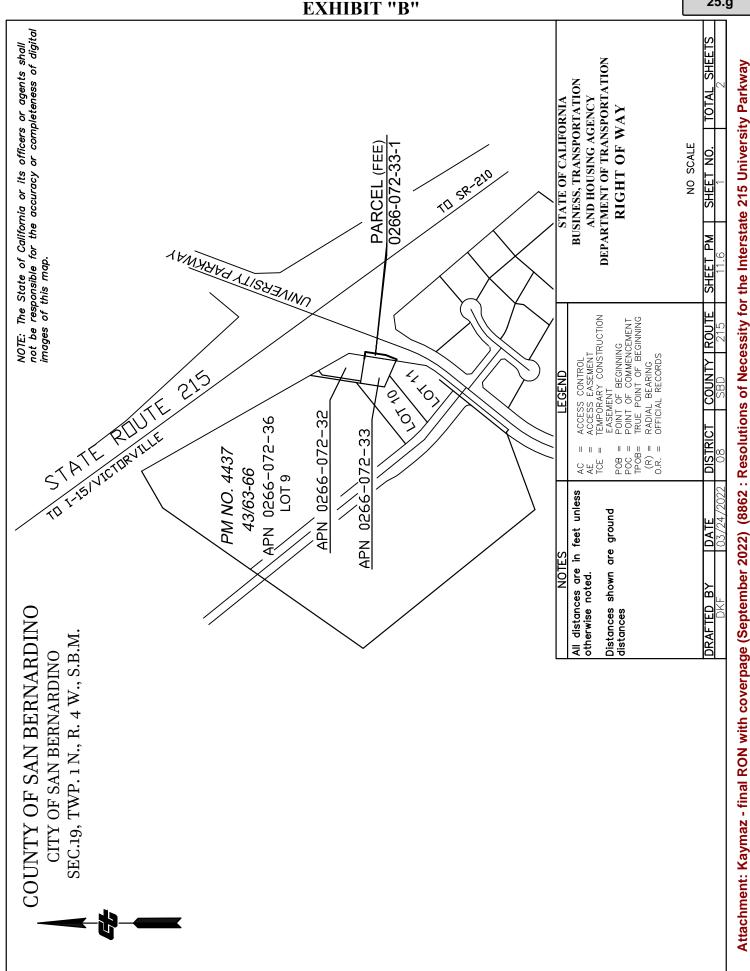
As shown on Exhibit "B" attached hereto and made a part hereof.

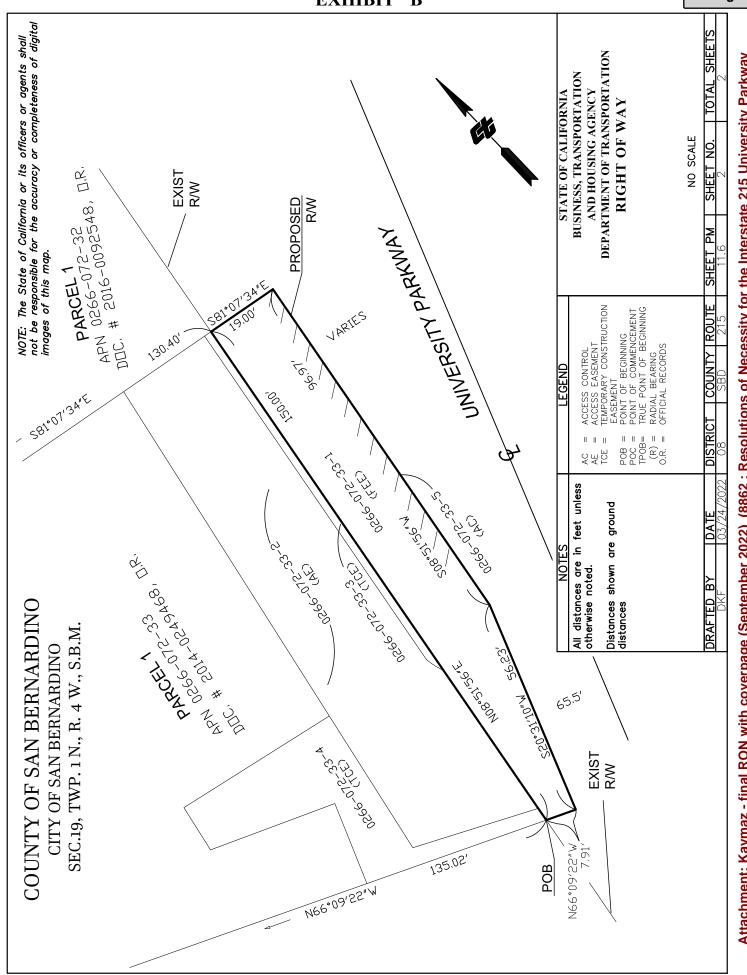
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

LAND 03-25-2022 Robert D. Vasquez, P.L.S. 7300 Date No. 7300 OF CALIF

Page 2 of 2

08-SBd-215-PM 11.35-0266-072-33-1





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Entity: San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 26

Date: September 7, 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. 22-118 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 Larry James Sarinana & Leticia Sarinana. (Assessor's Parcel Number [APN] 1010-522-17). 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. 22-077 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 Birch Forestone, LLC, a California limited liability company (APN 8336-022-015). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

D. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-046 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 Gregory L. Johnson & Thea M. Johnson, Co-Trustees of The Johnson Family Trust established June 9, 2011 (APN 1011-111-21). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

E. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-130 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 Rancho Mall, LLC, a Delaware limited liability company (APN 1090-531-03 and 1090-551-04). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

F. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-062 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring certain

Revocable Trust dated December 20, 2006 (APN 1048-524-17). 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. 23-004 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

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. 22-133 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 Holt LPIV 3, LLC, a Delaware limited liability company (APN 0110-111-13 & 14). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

J. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-145 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 Holt LPIV 8, LLC, a Delaware limited liability company (APN 1049-131-13 & 14). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

K. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-067 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 415 Vineyard, LLC, a California limited liability company (APN 0110-072-08 & 09). 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. 23-013 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 the Arustemi Family Revocable Living Trust (APN 1049-101-10). 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. 23-016 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 1044 E. Holt, LLC, a California limited

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liability company (APN 1049-131-15). 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. 23-017 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 TIP Ontario, LLC, a California limited liability company (APN 1049-131-16). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

O. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-033 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 USPF Holt, LP, a Delaware limited partnership (APN 0110-121-10). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

P. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-137 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 Marcel Enrique Rauda (APN 1049-101-08). 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.

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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 San Bernardino County Transportation Authority

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 1245.235, SBCTA also mailed a Notice of Hearing regarding the intent of SBCTA to adopt a Resolution of Necessity for acquisition by eminent domain of the respective Subject Property Interests to the Cities of Ontario, Pomona and Rancho Cucamonga as required by Public Utilities Code Section 130220.5(c).

The purpose of this Agenda item is for the Board to consider the information and evidence to support the findings required for the adoption of the Resolutions of Necessity to authorize the acquisition by eminent domain of the Subject Property Interests described in this report. Although the adoption of the Resolutions of Necessity is recommended for the Subject Property Interests in order to maintain the WVC Project schedule and avoid delays, SBCTA's acquisition agents will continue to negotiate with the property owners in an effort to acquire the Subject Property Interests needed through a voluntary purchase and avoid litigation in the eminent domain process.

The owners of the subject properties are:

- Larry James Sarinana & Leticia Sarinana
- Birch Forestone, LLC, a California limited liability company

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- Gregory L. Johnson & Thea M. Johnson, Co-Trustees of The Johnson Family Trust established June 9, 2011
- Rancho Mall, LLC, a Delaware limited liability company
- Elia M. Tawil, Trustee of the Elia M. Tawil Revocable Trust dated December 20, 2006
- Deborah Y. Cagle
- Muhammad A. Malik
- Holt LPIV 3, LLC, a Delaware limited liability company
- Holt LPIV 8, LLC, a Delaware limited liability company
- 415 Vineyard, LLC, a California limited liability company
- Arustemi Family Revocable Living Trust
- 1044 E. Holt, LLC, a California limited liability company
- TIP Ontario, LLC, a California limited liability company
- USPF Holt, LP, a Delaware limited partnership
- Marcel Enrique Rauda

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 proceedings 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

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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

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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 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:

- <u>Larry James Sarinana & Leticia Sarinana</u>: A temporary construction easement is needed for construction of the WVC Project improvements.
- <u>Birch Forestone, LLC, a California limited liability company</u>: A temporary construction easement is needed for construction of the WVC Project improvements.
- <u>Gregory L. Johnson & Thea M. Johnson, Co-Trustees of The Johnson Family</u> <u>Trust established June 9, 2011</u>: A temporary construction easement is needed for construction of the WVC Project improvements.
- <u>Rancho Mall, LLC, a Delaware limited liability company</u>: A permanent roadway easement, and a temporary construction easement are needed for construction of the WVC Project improvements.

- <u>Elia M. Tawil, Trustee of the Elia M. Tawil Revocable Trust dated December 20,</u> <u>2006</u>: A permanent roadway easement, and a temporary construction easement are needed for construction of the WVC Project improvements.
- <u>Deborah Y. Cagle</u>: Two permanent roadway easements, and two temporary construction easements are needed for construction of the WVC Project improvements.
- <u>Muhammad A. Malik</u>: A permanent roadway easement, and a temporary construction easement are needed for construction of the WVC Project improvements.
- <u>Holt LPIV 3, LLC, a Delaware limited liability company</u>: Two temporary construction easements are needed for construction of the WVC Project improvements.
- <u>Holt LPIV 8, LLC, a Delaware limited liability company</u>: Two permanent roadway easements, and two temporary construction easements are needed for construction of the WVC Project improvements.
- <u>415 Vineyard, LLC, a California limited liability company</u>: Two permanent roadway easements, and two temporary construction easements are needed for construction of the WVC Project improvements.
- <u>Arustemi Family Revocable Living Trust</u>: A permanent roadway easement and a temporary construction easement are needed for construction of the WVC Project improvements.
- <u>1044 E. Holt, LLC, a California limited liability company</u>: A permanent roadway easement, and a temporary construction easement are needed for construction of the WVC Project improvements.
- <u>TIP Ontario, LLC, a California limited liability company</u>: A permanent roadway easement, and a temporary construction easement are needed for construction of the WVC Project improvements.
- <u>USPF Holt, LP, a Delaware limited partnership</u>: A permanent roadway easement, and a temporary construction easement are needed for construction of the WVC Project improvements.
- <u>Marcel Enrique Rauda</u>: 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.

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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.

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 Larry James Sarinana & Leticia Sarinana, to purchase an approximate 1,972 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 1156, 1160 & 1170 W. Holt Boulevard, Ontario,

and identified as San Bernardino County Tax Assessor's Parcel Number 1010-522-17.

- SBCTA extended a written offer to Birch Forestone, LLC, a California limited liability company, to purchase an approximate 342 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 499 N. Garey Avenue, Pomona, and identified as Los Angeles County Tax Assessor's Parcel Number 8336-022-015.
- SBCTA extended a written offer to Gregory L. Johnson & Thea M. Johnson, Co-Trustees of The Johnson Family Trust established June 9, 2011, to purchase an approximate 638 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 1511 W. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1011-111-21.
- SBCTA extended a written offer to Rancho Mall, LLC, a Delaware limited liability company, to purchase an approximate 735 square foot permanent easement and impacted site improvements from APN 1090-531-03, as well as an approximate 3,541 square foot temporary construction easement from 1090-531-03 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 12505 N. Main Street, Rancho Cucamonga, and identified as San Bernardino County Tax Assessor's Parcel Numbers 1090-531-03 & 1090-551-04.
- SBCTA extended a written offer to Elia M. Tawil, Trustee of the Elia M. Tawil Revocable Trust dated December 20, 2006, to purchase an approximate 71 square foot permanent easement and impacted site improvements, as well as an approximate 1,278 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 601 E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1048-524-17.
- SBCTA extended a written offer to Deborah Y. Cagle to purchase an approximate 1,800 square foot permanent easement and impacted site improvements from APN 1049-094-04, an approximate 1,162 square foot permanent easement and impacted site improvements from APN 1049-094-14, as well as an approximate 4,066 square foot temporary construction easement with a term of twenty-four months from APN 1049-094-04, and an approximate 2,904 square foot temporary

construction easement with a term of twenty-four months from APN 1049-094-14, 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 Numbers 1049-094-04 & 14.

- 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 Holt LPIV 3, LLC, a Delaware limited liability company, to purchase an approximate 866 square foot temporary construction easement with a term of twenty-four months from APN 0110-111-13, and an approximate 659 square foot temporary construction easement with a term of twenty-four months from APN 0110-111-14, comprised of a 258 square foot temporary construction easement, a 74 square foot temporary construction easement, and a 327 square foot temporary construction easement, 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 1650 E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Numbers 0110-111-13 & 14.
- SBCTA extended a written offer to Holt LPIV 8, LLC, a Delaware limited liability company, to purchase an approximate 1,714 square foot permanent easement and impacted site improvements from APN 1049-131-13, an approximate 1,760 square foot permanent easement and impacted site improvements from APN 1049-131-14, as well as an approximate 2,491 square foot temporary construction easement with a term of twenty-four months from APN 1049-131-13, and an approximate 981 square foot temporary construction easement with a term of twenty-four months from APN 1049-131-14, 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 1030 1042 ¹/₂ E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Numbers 1049-131-13 & 14.
- SBCTA extended a written offer to 415 Vineyard, LLC, a California limited liability company, to purchase an approximate 127 square foot permanent easement and impacted site improvements from APN 0110-072-08, an

26

approximate 129 square foot permanent easement and impacted site improvements from APN 0110-072-09, as well as an approximate 1,928 square foot temporary construction easement with a term of twenty-four months from APN 0110-072-08, and an approximate 2,000 square foot temporary construction easement with a term of twenty-four months from APN 0110-072-09, 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 1511 E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Numbers 0110-072-08 & 09.

- SBCTA extended a written offer to Arustemi Family Revocable Living Trust, to purchase an approximate 1,272 square foot permanent easement and impacted site improvements, as well as an approximate 488 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 756 E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1049-101-10.
- SBCTA extended a written offer to 1044 E. Holt, LLC, a California limited liability company, to purchase an approximate 1,760 square foot permanent easement and impacted site improvements, as well as an approximate 1,019 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 1044 E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1049-131-15.
- SBCTA extended a written offer to TIP Ontario, LLC, a California limited liability company, to purchase an approximate 1,873 square foot permanent easement and impacted site improvements, as well as an approximate 1,045 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 1050 E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1049-131-16.
- SBCTA extended a written offer to USPF Holt, LP, a Delaware limited partnership, to purchase an approximate 852 square foot permanent easement and impacted site improvements, as well as an approximate 6,018 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

1400 E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 0110-121-10.

• SBCTA extended a written offer to Marcel Enrique Rauda, to purchase an approximate 1,260 square foot permanent easement and impacted site improvements, as well as an approximate 446 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 748 E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1049-101-08.

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 August 11, 2022. SBCTA General Counsel has reviewed this item and the draft resolutions.

Responsible Staff:

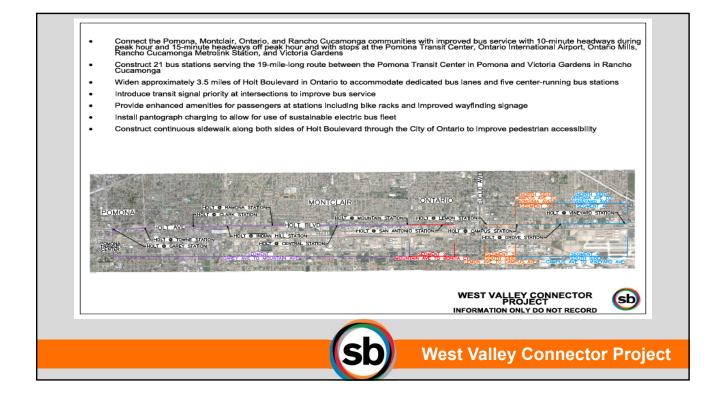
Ramie Dawit, Transit and Rail Consultant - WSP

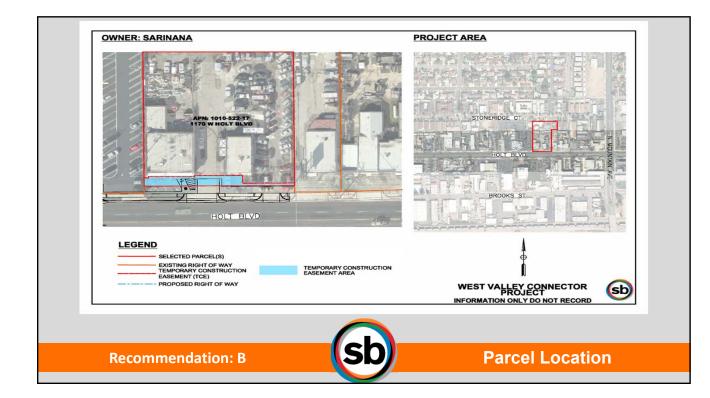
Approved Board of Directors Date: September 7, 2022

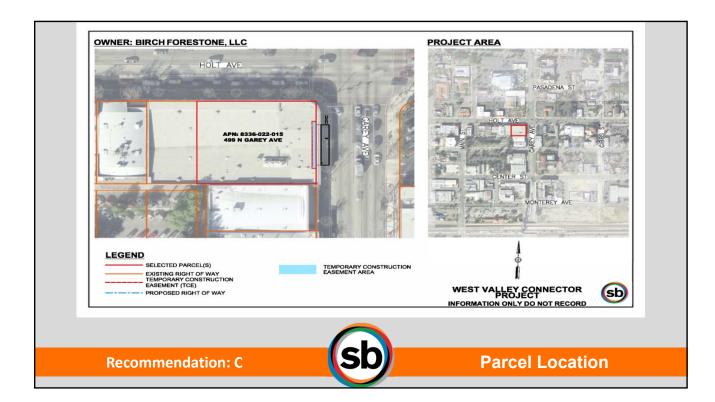
Witnessed By:



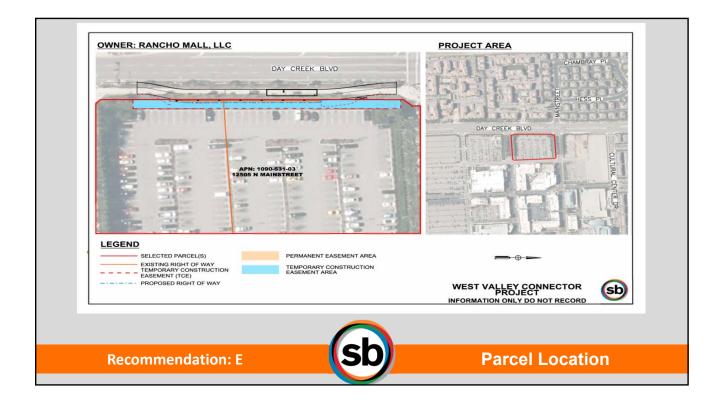








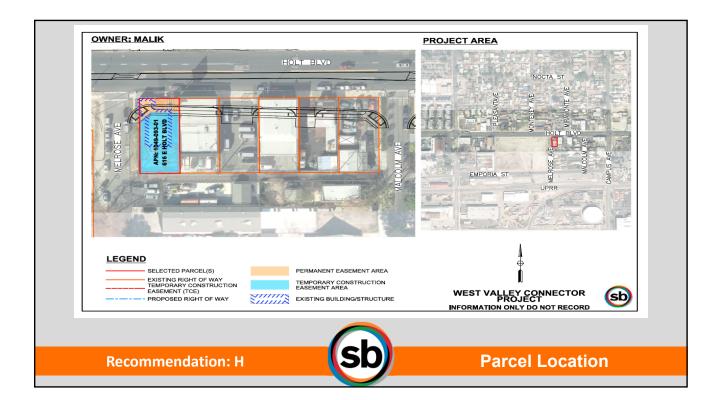




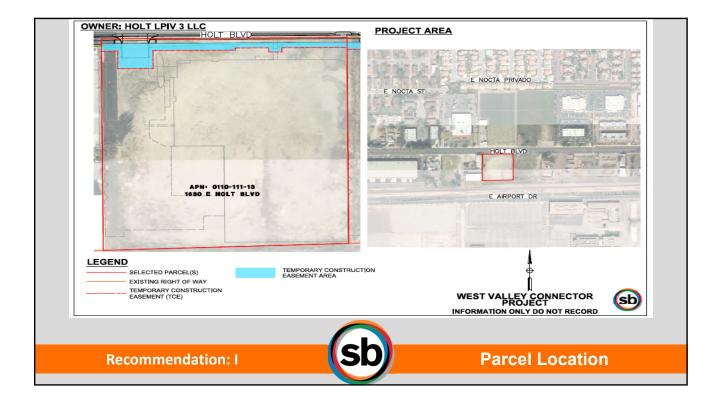




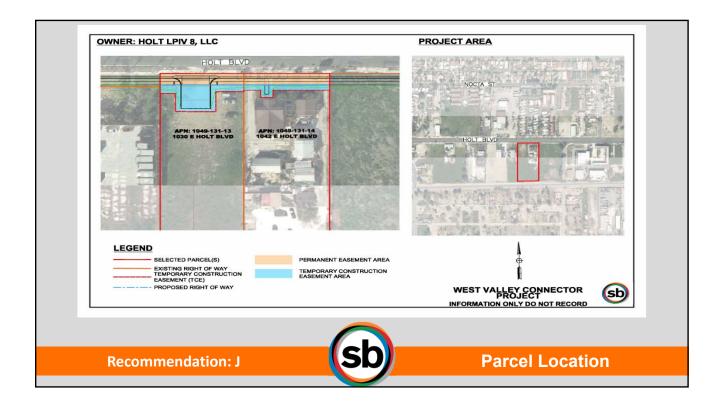


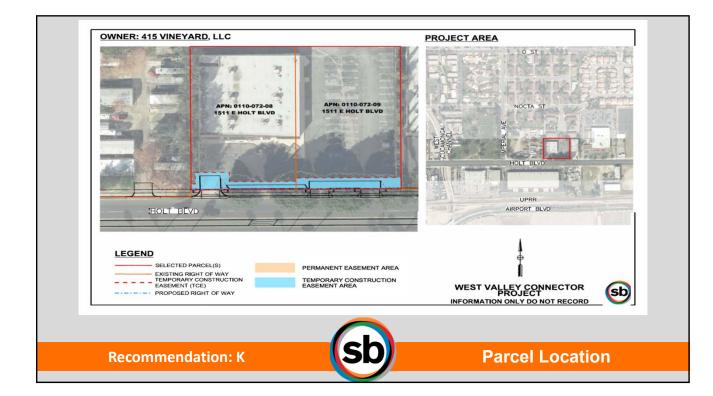


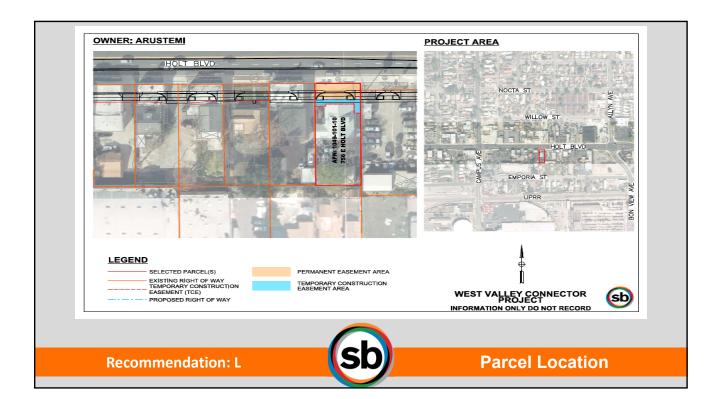




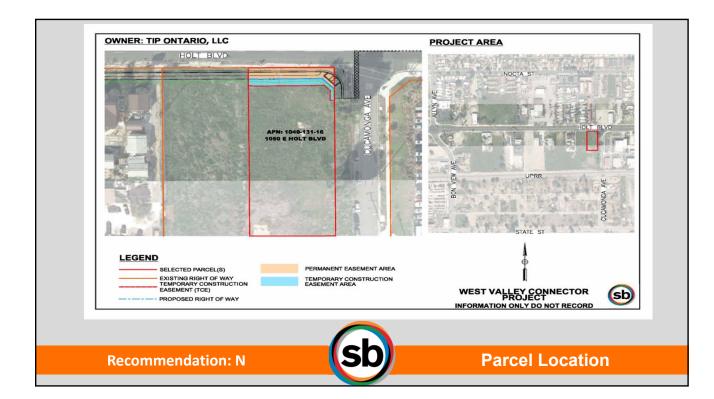


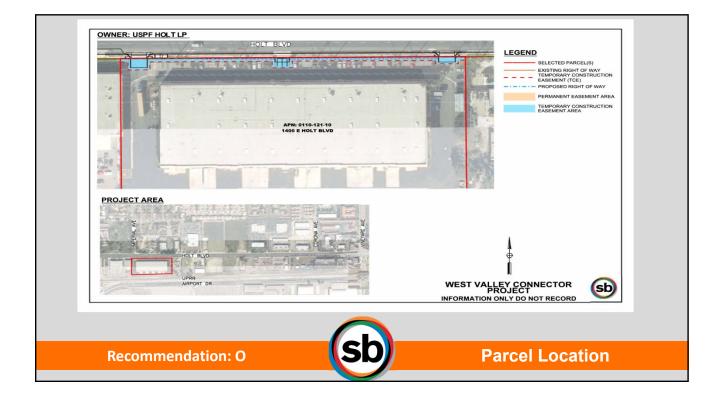


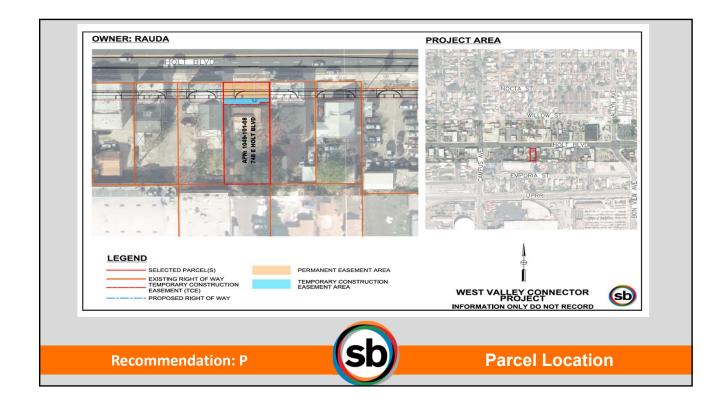












D. John E. Rand F. Taw G. Cagl H. Mali I. Holt	h Forestone, LLC ison cho Mall LLC il le ik	10/21/21 6/17/21 1/6/22 9/9/21 5/4/21 3/3/22 3/21/21	1 3 2 1 0 0	3 0 0 0 0 1	15 5 4 9 6	0 20 0 10 14	3 0 6 0	8 4 12 5 0	2
D. John E. Rand F. Taw G. Cagl H. Mali I. Holt	nson cho Mall LLC il le ik	1/6/22 9/9/21 5/4/21 3/3/22	2 1 0	0 0 0	4 9 6	0 10	6 0	12 5	
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I. Holt		3/21/21		1	0	0	36	0	37
		5/21/21	0	1	0	7	14	7	29
	LPIV 3, LLC	10/6/21	4	0	11	41	0	0	56
J. Holt	LPIV 8, LLC	10/6/21	3	0	11	41	0	0	55
K. 415	Vineyard, LLC	11/2/21	4	0	6	32	32	2	76
L. Arus	stemi	5/19/22	1	2	0	5	0	5	13
M. 1044	4 E. Holt, LLC	5/3/21	2	0	1	22	0	5	30
N. TIP C	Ontario, LLC	5/3/21	2	0	1	22	0	5	30
O. USP	PF Holt LP	11/11/21	1	0	11	20	23	9	64
P. Rau	da	6/4/21	2	0	4	14	0	9	29

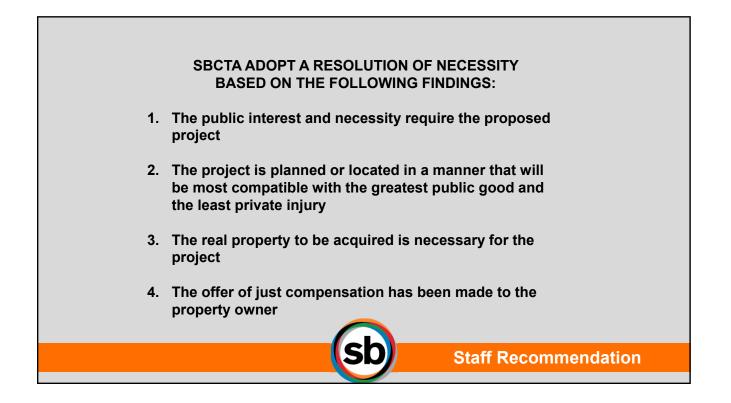


Communication Summary

ltem	Ownership	Offer Date
В.	Sarinana	12/3/2021
C.	Birch Forestone, LLC	11/1/2021
D.	Johnson	10/27/2021
E.	Rancho Mall LLC	9/24/2021
F.	Tawil	10/25/2021
G.	Cagle	3/3/2022
H.	Malik	3/21/2021
I.	Holt LPIV 3, LLC	9/23/2021
J.	Holt LPIV 8, LLC	11/2/2021
К.	415 Vineyard, LLC	11/2/2021
L.	Arustemi	3/15/2022
М	1044 E. Holt	3/3/2022
N.	TIP Ontario, LLC	3/3/22
0.	USPF Holt LP	9/21/2021
Ρ.	Rauda	10/7/2021



Offer of Just Compensation



Attachment: Board RONs PDF Presentation (8875 : Hearing to Consider RON for Property Interests for the WVC Project)



Minute Action

AGENDA ITEM: 27

Date: September 7, 2022

Subject:

North First Avenue Bridge over BNSF Intermodal Yard in the City of Barstow - Award Construction Contract No. 22-1002780

Recommendation:

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

A. Award Construction Contract No. 22-1002780 for the North First Avenue Bridge over the BNSF Intermodal Yard Project (Project) to Skanska USA Civil West California District, Inc., the lowest responsible and responsive bidder, in an amount not-to-exceed \$30,725,220.

B. Approve an Allowances/Contingency amount of \$3,561,922, comprised of a contingency amount of \$3,072,522 and supplemental work costs at \$489,400; and authorize the Department Director, or designee, to release the funds as necessary for the Project.

C. Approve an expenditure authority of \$6,912,615 for Agency Furnished Materials and Services, which will be expended as necessary for the Project.

Background:

North First Avenue in the City of Barstow (City) consists of three independent bridges spanning over the BNSF Intermodal Yard, the Mojave River, and the Mojave River Overflow (Overflow). The bridges were built in the 1930s, and on the Bridge Inspection Report prepared by the California Department of Transportation (Caltrans) in April 2012, the bridges were considered Structurally Deficient in their superstructure, sub-structure and the overall structural evaluation. The existing bridge over the BNSF Intermodal Yard is also considered Functionally Obsolete due to its overall geometry and sub-standard vertical clearance. The construction phase of the North First Avenue Bridge over the BNSF Intermodal Yard Project (Project) will provide a new structure that will meet current geometric standards with full shoulders, sidewalks and accommodate all legal trucks and permit vehicles.

On May 4, 2022, the Board of Directors (Board) authorized the advertisement of the construction contract, subject to approval of the Federal Authorization Request (FAR) package. The FAR was approved on May 3, 2022.

Invitation for Bids (IFB) No. 22-1002780 was released on May 9, 2022, and was sent electronically to approximately 1,340 contractors registered on PlanetBids and was downloaded by 148 firms. The solicitation was issued in accordance with current San Bernardino County Transportation Authority (SBCTA) policies and procedures. The IFB was also posted on SBCTA's website and in the Daily Journal Newspaper. The engineer's estimate for the construction contract was \$43,680,000.

A pre-bid meeting was held on May 11, 2022, and was attended by seventeen (17) firms. Addendum No. 1, issued on May 11, 2022, provided firms a Confidentiality Agreement to be required to obtain the project plans due to sensitive security information. The Questions & Answers (Q&A) period was also extended through May 26, 2022. Addendum No. 2 was issued on May 26, 2022, extending the bid due date to July 6, 2022. Addendum No. 3 was issued on *Entity: San Bernardino County Transportation Authority*

Board of Directors Agenda Item September 7, 2022 Page 2

May 27, 2022 to make the Confidentiality Agreement a required form as part of the solicitation. Addendum No. 4 was issued on June 2, 2022 extending the Q&A period through June 10, 2022. Addendum No. 5 was issued on June 23, 2022 noting various changes to the exhibits and insurance requirements.

On July 6, 2022, SBCTA received five (5) bids from contractors on the date and time specified. The bid form amounts ranged from a low of \$30,725,220 to a high of \$47,619,941.40. At the bid opening, Skanska USA Civil West California District, Inc., was identified as the low bidder at \$30,725,220. A complete listing of final bid results is provided in Exhibit A.

Skanska USA Civil West California District, Inc.'s bid was found to be the lowest responsive and responsible bidder. Therefore, staff is recommending the Board award Contract No. 22-1002780 for construction of the Project to Skanska USA Civil West California District, Inc., in a not-to-exceed amount of \$30,725,220.

Staff is also recommending approval of an Allowances/Contingency amount of \$3,561,922, comprised of a contingency amount of \$3,072,522 and supplemental work costs at \$489,400; and approval of expenditure authority of \$6,912,615 (as detailed in Exhibit B) for Agency Furnished Materials and Services, which will be expended as necessary for the Project. All construction phase costs are within the amounts identified in the 10-Year Delivery Plan and the cooperative agreement with the City.

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Adopted Budget under Task No. 0860 Arterial Projects, Sub-Task No. 0811 N. 1st Ave Bridge Over BNSF.

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:

Kristi Harris, Construction Manager

Approved Board of Directors Date: September 7, 2022

Witnessed By:

					ummary Sheet ract Informatio	n			
Contract No:	22-1002780	Amendr	ment No.:						
Vendor No.: 02532 Vendor Name: Skanska USA Civil West California District, Inc. Description: Construction Contract for the North 1st Avenue Bridge Over BNSF									
Description:		ontract for	the North	n 1st Avei					
List Any Related Co	ontract Nos.:				19-1002226	(Funding Agreement)			
					Amount				
Original Contract		\$	30,725	5,220.00	Original Conting	0 5	\$	3,561,922.00	
	Prior Amendments \$			-	Prior Amendme		\$	-	
	Prior Contingency Released \$			-	Prior Continger	-	\$	-	
Current Amendme	\$	20 70	-	Current Amendment			-		
Total/Revised Con	\$ Total I		30,725,220.00 Total Contingency Value ollar Authority (Contract Value and Contingency)			\$\$	3,561,922.00 34,287,142.00		
		Total			Authorization	nd contingency)	φ	34,287,142.00	
Board of Directo	Board of Directors Date: 09/07/2022 Board Item # 8675								
		Con	itract Mar	•	t (Internal Purp	oses Only)			
i	tal Project Contr	acts		Sole So	urce? No	No Buc	<u> </u>	justment	
Federal/State/Lo			Constr				N/A		
					ts Payable				
Estimated Start Da	te: 09/07	/2022	Expirati	on Date:	12/31/2039	9 Revised Expiration	on Date	:	
NHS: No	QMP/	/QAP:	N/A	Pi	revailing Wage:	Yes			
	Sub-					Total Contract Funding:	To	tal Contingency:	
Fund Prog Task	Task Object Re	evenue	PA Level	Revenue	Code Name	\$ 30,725,220.00	\$	3,561,922.00	
GL: 4330 40 0860 GL: 6010 40 0860	********	1100000 2403005	650 650		IP (MI) etterment	1,111,656.00 208,310.00		503,010.00	
GL: 6010 40 0860		2403003	650	City	- CPUC	2,843,690.00		-	
GL: 2080 40 0860 GL: 2622 40 0860	•••••••••••••••••••••••••••••••••••••••	2106803 2211101	650 650		HBP 3SRP	26,256,462.00 305,102.00		3,058,912.00	
GL:						-		-	
GL: GL:						-		-	
GL:						-		-	
GL:						-		-	

Kristi Lynn Harris

Project Manager (Print Name)

Henry Stultz

Task Manager (Print Name)

Additional Notes:

Attachment: 22-1002780(8675:North First Ave Bridge over BNSF - Award Construction Contract)

CONTRACT 22-1002780

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

SKANSKA USA CIVIL WEST CALIFORNIA DISTRICT, INC. FOR

CONSTRUCTION OF THE NORTH 1ST AVENUE BRIDGE OVER THE BNSF RAILROAD

This contract, (referred to as "Contract") effective on the Effective Date as defined herein, is by and between San Bernardino County Transportation Authority, ("SBCTA"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and Skanska USA Civil West California District, Inc. (referred to hereafter as "CONTRACTOR") whose address is; <u>1995</u> <u>Agua Mansa Road, Riverside, CA 92509</u>. SBCTA and CONTRACTOR are each a "Party" and collectively the "Parties" herein.

RECITALS:

WHEREAS, SBCTA has determined that it requires construction of the North 1st Avenue Bridge Over The BNSF Railroad.

WHEREAS, the work described herein cannot be performed by the employees of SBCTA; and

WHEREAS, CONTRACTOR has certified that they have the requisite personnel, experience, materials, and equipment and is fully capable and qualified to perform all work described herein identified herein; and

WHEREAS, CONTRACTOR desires to perform all work identified herein and to do so for the compensation and in accordance with the terms and conditions set forth in this contract.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

The complete Contract includes all of the following Contract Documents: the Contract Articles; Invitation For Bids 22-1002780(IFB) dated May 9, 2022; bid dated July 6, 2022; California Department of Transportation Standard Plans, dated 2018; the Standard Specifications, dated 2018; 2021 Green Book and the Labor Surcharge and Equipment

Rental Rates in effect on the date the work is accomplished; Project Plans dated March 28, 2022; Addenda No's. <u>1</u>, <u>2</u>, <u>3</u>, <u>4</u>, <u>and 5</u>; Notice to Bidders and Special Provisions dated <u>March</u> <u>28</u>, <u>2022</u>; and Performance and Payment Bonds.

ARTICLE 2. BONDS

CONTRACTOR will furnish a Payment bond, in the form provided by SBCTA in the IFB, in an amount equal to one hundred percent (100%) of the contract price, and a faithful Performance bond in the form provided by SBCTA in the IFB, in an amount equal to one hundred percent (100%) of the contract price, said bonds, to be secured from a surety company satisfactory to SBCTA within ten (10) working days of the date of SBCTA's delivery to CONTRACTOR of the Notice of Award this Contract and prior to the commencement of work under this Contract. Bonds shall remain in full force and effect for a period of one (1) year following the date of filing of the Notice of Completion. Notwithstanding any other provision set forth in this Contract, performance by a Surety or Guarantor of any obligation of CONTRACTOR shall not relieve CONTRACTOR of any of its obligations thereunder.

ARTICLE 3. PROMPT PAYMENT/RETENTION

CONTRACTOR is required to pay all subcontractors for satisfactory performance of their work no later than 7 days from the date CONTRACTOR receives payment from SBCTA. SBCTA shall hold retainage from CONTRACTOR of five percent (5%) from each invoice, and shall make prompt and regular incremental acceptances of portions, as determined by SBCTA, of the contract work and pay retainage to the CONTRACTOR based on these acceptances. The CONTRACTOR or subcontractor(s) shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work. Any delay or postponement of payment may take place only for good cause and with SBCTA's prior written approval. Any violation of these provisions shall subject CONTRACTOR to the penalties, sanctions, and other remedies specified in section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the CONTRACTOR or subcontractor in the event of: a dispute involving late payment or nonpayment by the CONTRACTOR; deficient subcontractor performance; and/or noncompliance by a subcontractor. This Article applies to DBE and non-DBE sub-contractors.

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code concerning prompt payment to subcontractors.

SBCTA has adopted a prompt payment provision on all DOT – assisted contracts, to facilitate timely payment to all subcontractors/subconsultants in accordance with regulatory mandates. This provision requires a Contractor to issue payment to all subcontractors

(DBE's and non-DBE's), for satisfactory performance of their contracts, no later than seven (7) days from receipt of each payment made to the Contractor by Department.

Commencing with the Contractors second Pay Application Request/Invoice, the Contractor shall provide SBCTA with evidence in the form of a signed assurance that the Contractor has paid all subcontractors/subconsultants all amounts due for work that the subcontractor/subconsultant has satisfactorily performed. The statement of compliance, signed under penalty of perjury, may be included within the Pay Application document or as an attachment.

Attention is directed to the Prompt Payment Certification Form attached as Appendix C of these special provisions.

The Contractor shall maintain records showing the name and business address of each firsttier subcontractor. The records shall also show the name and business address of every DBE subcontractor, DBE vendor of materials and DBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" Form 17-F and certified correct by the Contractor or the Contractor's authorized representative. The form shall be furnished to the engineer within ninety days from the date of contract acceptance. The amount of \$10,000 will be withheld from payment until a satisfactory form is submitted.

Prior to the fifteenth of each month, the Contractor shall submit documentation to the Engineer showing the amount paid to DBE trucking companies. The Contractor shall also obtain and submit documentation to the Engineer showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.

The Contractor shall also obtain and submit documentation to the Engineer showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month. This documentation shall be submitted on "Monthly DBE Trucking Verification" Form CEM-2404(F).

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall

Attachment: 22-1002780 (8675 : North First Ave Bridge over BNSF - Award Construction Contract)

notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

ARTICLE 4. COMPENSATION

- 4.1 SBCTA agrees to pay, and CONTRACTOR agrees to accept as full payment for the work outlined in the Contract documents, the sum of Thirty Million, Seven Hundred Twenty Five Thousand, Two Hundred Twenty Dollars and Zero Cents (\$30,725,220.00), including without limitation any compensation due for unit price work which shall be calculated as the actual number of such units performed multiplied by the unit price, subject to additions and deductions, if any, in accordance with said documents. Progress payments shall not be made more often than once each thirty (30) days, nor shall the amount paid be in excess of ninety-five percent (95%) of either the pro-rata amount due for completed work as the progress payment date, or of the full payment amount of the Contract at time of completion. Payment requests shall not be deemed properly completed unless certified payrolls and any other mandatory submittals have been properly completed and submitted for each week worked during the time period covered by said payment request. Final payment will be made after acceptance of the Project. The Bid Schedule presented on the next page is incorporated into this Contract by this reference.
- 4.2 Pursuant to California Public Contract Code section 22300, CONTRACTOR has the option to deposit securities with an Escrow Agent acceptable to SBCTA as a substitute for retention earnings required to be withheld. Alternatively, CONTRACTOR may submit a written request to SBCTA, who shall make payments of the retention amount directly to the Escrow Agent. The market value of the securities deposited at the time of substitution shall be at least equal to the cash amount required to be withheld as retention under this Contract. CONTRACTOR shall be responsible for paying all fees incurred by the Escrow Agent in administering the Escrow Account. Securities eligible for investment under this section shall include those listed in section 16430 of the Government Code.
- 4.3 In addition, on any partial payment made after 95 percent of the work has been completed, SBCTA may reduce the amount withheld from payment pursuant to the requirements of this Article to such lesser amount as SBCTA determines is adequate security for the fulfillment of the balance of the work and other requirements of the contract, but in no event will that amount be reduced to less than 125 percent of the estimated value of the work yet to be completed as determined by the Engineer. A reduction in retention will only be made upon the written request of the Contractor and shall be approved in writing by the surety on the Performance Bond and by the surety on the Payment Bond. The approval of the surety shall be submitted to Director of Project Delivery the signature of the power of attorney authorizing the person to give that consent must either accompany the document or be on file with SBCTA.

No.	Section	Item Code	Description	Reference	Unit of Measure	Quantity	Price per Unit	TOTAL
1	Main Bid	037489	UTILITY POTHOLE UP TO 15' DEEP WITHIN RAILROAD RIGHT OF WAY		EA	15	\$2,000.00	\$30,000.00
2	Main Bid	066105	RESIDENT ENGINEERS OFFICE		LS	1	\$600,000.30	\$600,000.30
3	Main Bid	070030	LEAD COMPLIANCE PLAN		LS	1	\$11,500.00	\$11,500.00
4	Main Bid	080050	PROGRESS SCHEDULE (CRITICAL PATH METHOD)		LS	1	\$115,000.00	\$115,000.00
5	Main Bid	090105	TIME RELATED OVERHEAD		Day	415	\$3,500.00	\$1,452,500.00
6	Main Bid	090205	DISPUTE RESOLUTION BOARD ON-SITE MEETING		EA	10	\$7,500.00	\$75,000.00
7	Main Bid	090210	HOURLY OFF-SITE DISPUTE- RESOLUTION-BOARD- RELATED TASKS		HR	80	\$250.00	\$20,000.00
8	Main Bid	100100	DEVELOP WATER SUPPLY		LS	1	\$55,000.00	\$55,000.00
9	Main Bid	120090	CONSTRUCTION AREA SIGNS		LS	1	\$50,000.00	\$50,000.00
10	Main Bid	120100	TRAFFIC CONTROL SYSTEM		LS	1	\$100,000.00	\$100,000.00
11	Main Bid	120120	TYPE III BARRICADE		EA	16	\$130.00	\$2,080.00
12	Main Bid	120149	TEMPORARY PAVEMENT MARKING (PAINT)		SQFT	110	\$16.00	\$1,760.00
13	Main Bid	120159	TEMPORARY TRAFFIC STRIPE (PAINT)		LF	12147	\$2.20	\$26,723.40
14	Main Bid	120300	TEMPORARY PAVEMENT MARKER		EA	125	\$9.00	\$1,125.00
15	Main Bid	129000	TEMPORARY RAILING (TYPE K)		LF	2320	\$23.00	\$53,360.00
16	Main Bid	129110A	TEMPORARY ABSORB 350 (CRASH CUSHION)		EA	3	\$2,500.00	\$7,500.00
17	Main Bid	130100	JOB SITE MANAGÉMENT		LS	1	\$110,000.00	\$110,000.00
18	Main Bid	130310	RAIN EVENT ACTION PLAN		EA	20	\$600.00	\$12,000.00
19	Main Bid	130320	STORM WATER SAMPLING AND ANALYSIS DAY		EA	10	\$600.00	\$6,000.00
20	Main Bid	130330	STORM WATER ANNUAL REPORT		EA	2	\$5,700.00	\$11,400.00
21	Main Bid	130505	MOVE-IN/MOVE-OUT (TEMPORARY EROSION CONTROL)		EA	4	\$1,800.00	\$7,200.00
22	Main Bid	130520	TEMPORARY HYDRAULIC MULCH		SY	21903	\$0.50	\$10,951.50
23	Main Bid	130610	TEMPORARY CHECK DAM		LF	173	\$5.50	\$951.50
24	Main Bid	130620	TEMPORARY DRAINAGE INLET PROTECTION		EA	21	\$240.00	\$5,040.00
25	Main Bid	130640	TEMPORARY FIBER ROLL		LF	8403	\$4.50	\$37,813.50
26	Main Bid	130710	TEMPORARY CONSTRUCTION ENTRANCE		EA	5	\$5,000.00	\$25,000.00
27	Main Bid	130730	STREET SWEEPING		LS	1	\$140,000.00	\$140,000.00

28	Main Bid	130900	TEMPORARY CONCRETE WASHOUT FACILITY (BIN)		LS	1	\$20,000.00	\$20,000.00
29	Main Bid	141120	TREATED WOOD WASTE		LB	20000	\$0.60	\$12,000.00
30	Main Bid	150860	REMOVE BASE AND SURFACING		СҮ	70	\$30.00	\$2,100.00
31	Main Bid	153248A	REMOVE CONCRETE (MISCELLANEOUS)		SY	1769	\$8.00	\$14,152.00
32	Main Bid	153122A	REMOVE CONCRETE (HEADWALL)		EA	1	\$1,750.00	\$1,750.00
33	Main Bid	160110A	TEMPORARY FENCE (TYPE ESA)		LF	2720	\$4.25	\$11,560.00
34	Main Bid	170103	CLEARING AND GRUBBING (LS)		LS	1	\$4,800.00	\$4,800.00
35	Main Bid	190101	ROADWAY EXCAVATION		CY	20357	\$16.00	\$325,712.00
36	Main Bid	192003	STRUCTURE EXCAVATION (BRIDGE)	Final Pay	СҮ	849	\$20.00	\$16,980.00
37	Main Bid	192055	STRUCTURE EXCAVATION (SOIL NAIL WALL)	Final Pay	CY	466	\$30.00	\$13,980.00
38	Main Bid	193003	STRUCTURE BACKFILL (BRIDGE)	Final Pay	CY	613	\$23.00	\$14,099.00
39	Main Bid	193028	STRUCTURE BACKFILL (SOIL NAIL WALL)	Final Pay	CY	53	\$200.00	\$10,600.00
40	Main Bid	193030	PERVIOUS BACKFILL MATERIAL	Final Pay	CY	740	\$132.00	\$97,680.00
41	Main Bid	198010	IMPORTED BORROW (CY)		CY	41185	\$12.50	\$514,812.50
42	Main Bid	200113	ROCK MULCH		SQFT	165000	\$3.00	\$495,000.00
43	Main Bid	205034	DECOMPOSED GRANITE		SF	1512	\$6.00	\$9,072.00
44	Main Bid	208742A	18" CORRUGATED HIGH DENSITY POLYETHYLENE PIPE CONDUIT		LF	419	\$94.00	\$39,386.00
45	Main Bid	211111	PERMANENT EROSION CONTROL ESTABLISHMENT WORK		LS	1	\$50,000.00	\$50,000.00
46	Main Bid	260203	CLASS 2 AGGREGATE BASE (CY)		CY	3388	\$74.00	\$250,712.00
47	Main Bid	390132	HOT MIX ASPHALT (TYPE A)		TON	3360	\$155.00	\$520,800.00
48	Main Bid	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)		TON	2041	\$245.00	\$500,045.00
49	Main Bid	397005	TACK COAT		TON	9	\$1,050.00	\$9,450.00
50	Main Bid	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT		SQYD	3262	\$5.50	\$17,941.00
51	Main Bid	460300	SOIL NAIL		LF	13410	\$35.00	\$469,350.00
52	Main Bid	490604	30" CAST-IN-DRILLED-HOLE CONCRETE PILING		LF	746	\$135.00	\$100,710.00
53	Main Bid	490618	96" CAST-IN-DRILLED-HOLE CONCRETE PILING		LF	842	\$2,500.00	\$2,105,000.00
54	Main Bid	500001	PRESTRESSING CAST-IN- PLACE CONCRETE		LS	1	\$1,000,000.00	\$1,000,000.00
55	Main Bid	510051	STRUCTURAL CONCRETE, BRIDGE FOOTING	Final Pay	СҮ	170	\$450.00	\$76,500.00
56	Main Bid	510053	STRUCTURAL CONCRETE, BRIDGE	Final Pay	CY	4213	\$1,400.00	\$5,898,200.00

57	Main	510054	STRUCTURAL CONCRETE,	Final Pay	CY	1813	\$750.00	\$1,359,750.00
	Bid		BRIDGE (POLYMER FIBER)	-				
58	Main Bid	510060A	STRUCTURAL CONCRETE, SOIL NAIL WALL	Final Pay	CY	172	\$1,700.00	\$292,400.00
59	Main Bid	510080	STRUCTURAL CONCRETE, APPROACH SLAB	Final Pay	СҮ	135	\$1,000.00	\$135,000.00
60	Main Bid	510500A	MINOR CONCRETE (CROSS GUTTER)	Final Pay	CY	35	\$400.00	\$14,000.00
61	Main Bid	510500A	MINOR CONCRETE (VALLEY GUTTER)	Final Pay	CY	27	\$760.00	\$20,520.00
62	Main Bid	510502	STRUCTURAL CONCRETE (DRAINAGE STRUCTURE)	Final Pay	CY	147	\$1,800.00	\$264,600.00
63	Main Bid	511035A	CONCRETE SURFACE TEXTURE (SPLIT FACE BLOCK)	Final Pay	SF	642	\$75.00	\$48,150.00
64	Main Bid	511035A	CONCRETE SURFACE TEXTURE (FRACTURED FIN - ABUTMENT)	Final Pay	SF	373	\$29.00	\$10,817.00
65	Main Bid	511035A	CONCRETE SURFACE TEXTURE (FRACTURED FIN - WALL)	Final Pay	SF	5989	\$17.00	\$101,813.00
66	Main Bid	511035A	CONCRETE SURFACE TEXTURE (BARRIER PATTERN 842 and 732SW)	Final Pay	SF	5636	\$15.00	\$84,540.00
67	Main Bid	518051	PTFE SPHERICAL BEARING		EA	10	\$19,000.00	\$190,000.00
68	Main Bid	519093	JOINT SEAL ASSEMBLY (MR 3")		LF	53	\$450.00	\$23,850.00
69	Main Bid	519094	JOINT SEAL ASSEMBLY (MR 3 1/2")		LF	41	\$750.00	\$30,750.00
70	Main Bid	519097	JOINT SEAL ASSEMBLY (MR 5")		LF	41	\$2,500.00	\$102,500.00
71	Main Bid	519098	JOINT SEAL ASSEMBLY (MR 5 1/2")		LF	41	\$2,500.00	\$102,500.00
72	Main Bid	520102	BAR REINFORCING STEEL (BRIDGE)	Final Pay	LB	2052813	\$1.60	\$3,284,500.80
73	Main Bid	520103A	BAR REINFORCING STEEL (SOIL NAIL WALL)	Final Pay	LB	25918	\$3.00	\$77,754.00
74	Main Bid	520120	HEADED BAR REINFORCEMENT	Final Pay	EA	2398	\$55.00	\$131,890.00
75	Main Bid	530200	STRUCTURAL SHOTCRETE	Final Pay	CY	79	\$2,400.00	\$189,600.00
76	Main Bid	600097	BRIDGE REMOVAL		LS	1	\$1,370,000.00	\$1,370,000.00
77	Main Bid	620000A	DRYWELL		EA	2	\$100,000.00	\$200,000.00
78	Main Bid	620302A	FILTER FABRIC		SY	1748	\$3.00	\$5,244.00
79	Main Bid	650014	18" REINFORCED CONCRETE PIPE		LF	447	\$150.00	\$67,050.00
80	Main Bid	650018	24" REINFORCED CONCRETE PIPE		LF	591	\$125.00	\$73,875.00
81	Main Bid	650022	30" REINFORCED CONCRETE PIPE		LF	388	\$265.00	\$102,820.00
82	Main Bid	650046	66" REINFORCED CONCRETE PIPE		LF	359	\$570.00	\$204,630.00
83	Main Bid	682049	CLASS 3 PERMEABLE MATERIAL (BLANKET)	Final Pay	СҮ	330	\$70.00	\$23,100.00
84	Main Bid	700617	DRAINAGE INLET MARKER		EA	11	\$125.00	\$1,375.00

85	Main Bid	705204	18" CONCRETE FLARED END SECTION		EA	2	\$3,200.00	\$6,400.00
86	Main Bid	705206	24" CONCRETE FLARED END SECTION		EA	1	\$3,500.00	\$3,500.00
87	Main Bid	705700A	DRAINAGE CHECK VALVE		EA	1	\$18,000.00	\$18,000.00
88	Main Bid	707467	36" REINFORCED CONCRETE PIPE RISER		LF	44	\$300.00	\$13,200.00
89	Main Bid	710136	REMOVE PIPE		LF	180	\$75.00	\$13,500.00
90	Main Bid	723080	ROCK SLOPE PROTECTION (60 lb, Class II, METHOD B) (CY)		СҮ	259	\$95.00	\$24,605.00
91	Main Bid	723095	ROCK SLOPE PROTECTION (20 lb, Class I, METHOD B) (CY)		СҮ	131	\$105.00	\$13,755.00
92	Main Bid	729011	ROCK SLOPE PROTECTION FABRIC (CLASS 8)		SQYD	37	\$35.00	\$1,295.00
93	Main Bid	730020	MINOR CONCRETE (CURB)		CY	10	\$1,150.00	\$11,500.00
94	Main Bid	730040	MINOR CONCRETE (GUTTER) (LF)		LF	381	\$95.00	\$36,195.00
95	Main Bid	730070	DETECTABLE WARNING SURFACE		SF	178	\$60.00	\$10,680.00
96	Main Bid	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION)		СҮ	18	\$1,200.00	\$21,600.00
97	Main Bid	731504	MINOR CONCRETE (CURB AND GUTTER)		CY	160	\$650.00	\$104,000.00
98	Main Bid	731516	MINOR CONCRETE (DRIVEWAY)		СҮ	40	\$890.00	\$35,600.00
99	Main Bid	731521	MINOR CONCRETE (SIDEWALK)		СҮ	204	\$700.00	\$142,800.00
100	Main Bid	731623	MINOR CONCRETE (CURB RAMP)		СҮ	22	\$900.00	\$19,800.00
101	Main Bid	731710	REMOVE CONCRETE CURB (LF)		LF	188	\$8.00	\$1,504.00
102	Main Bid	731780	REMOVE CONCRETE SIDEWALK (SQYD)		SY	824	\$8.00	\$6,592.00
103	Main Bid	731840	REMOVE CONCRETE (CURB AND GUTTER)		LF	724	\$11.00	\$7,964.00
104	Main Bid	731840A	REMOVE CONCRETE (GUTTER)		LF	508	\$9.50	\$4,826.00
105	Main Bid	750001	MISCELLANEOUS IRON AND STEEL	Final Pay	LB	21164	\$8.00	\$169,312.00
106	Main Bid	750041	ISOLATION CASING	Final Pay	LB	5914	\$3.00	\$17,742.00
107	Main Bid	750501	MISCELLANEOUS METAL (BRIDGE)	Final Pay	LB	1059	\$44.00	\$46,596.00
108	Main Bid	750505	BRIDGE DECK DRAINAGE SYSTEM	Final Pay	LB	5444	\$9.00	\$48,996.00
109	Main Bid	780440	PREPARE AND STAIN CONCRETE		SF	642	\$3.50	\$2,247.00
110	Main Bid	780460	ANTI-GRAFFITI COATING	Final Pay	SF	35800	\$1.70	\$60,860.00
111	Main Bid	800360	CHAIN LINK FENCE (TYPE CL-6)		LF	473	\$60.00	\$28,380.00
112	Main Bid	802520	6' CHAIN LINK GATE (TYPE CL-6)		EA	2	\$2,850.00	\$5,700.00
113	Main Bid	803020	REMOVE FENCE		LF	821	\$10.00	\$8,210.00

114	Main	810120	REMOVE PAVEMENT		EA	220	\$1.70	\$374.00
114	Bid		MARKER					
115	Main Bid	810230	PAVEMENT MARKER (RETROREFLECTIVE)		EA	270	\$9.50	\$2,565.00
116	Main Bid	820230	REMOVE SIGN		EA	3	\$400.00	\$1,200.00
117	Main Bid	820750	FURNISH SINGLE SHEET ALUMINUM SIGN (0.063"- UNFRAMED)		SF	90	\$20.00	\$1,800.00
118	Main Bid	820840	ROADSIDE SIGN - ONE POST		EA	12	\$400.00	\$4,800.00
119	Main Bid	832007	MIDWEST GUARDRAIL SYSTEM (WOOD POST)		LF	81	\$70.00	\$5,670.00
120	Main Bid	833033	CHAIN LINK RAILING (TYPE 7 MODIFIED)	Final Pay	LF	2540	\$150.00	\$381,000.00
121	Main Bid	839521	CABLE RAILING	Final Pay	LF	10	\$250.00	\$2,500.00
122	Main Bid	839521A	CABLE RAILING (SOIL NAIL WALL)	Final Pay	LF	381	\$37.00	\$14,097.00
123	Main Bid	839581	END ANCHOR ASSEMBLY (TYPE SFT)		EA	1	\$1,500.00	\$1,500.00
124	Main Bid	839584	ALTERNATIVE IN-LINE TERMINAL SYSTEM		EA	4	\$5,700.00	\$22,800.00
125	Main Bid	839640A	CONCRETE BARRIER (TYPE 60MS)		LF	210	\$400.00	\$84,000.00
126	Main Bid	839640	CONCRETE BARRIER (TYPE 60M)		LF	932	\$180.00	\$167,760.00
127	Main Bid	839719	CONCRETE BARRIER (TYPE 732SW MODIFIED)	Final Pay	LF	1225	\$425.00	\$520,625.00
128	Main Bid	839741	CONCRETE BARRIER (TYPE 836)	Final Pay	LF	1247	\$190.00	\$236,930.00
129	Main Bid	839749	CONCRETE BARRIER (TYPE 842 MODIFIED)	Final Pay	LF	1315	\$230.00	\$302,450.00
130	Main Bid	839752	REMOVE GUARDRAIL		LF	1636	\$11.50	\$18,814.00
131	Main Bid	840505	6" THERMOPLASTIC TRAFFIC STRIPE		LF	3671	\$2.20	\$8,076.20
132	Main Bid	840506	8" THERMOPLASTIC TRAFFIC STRIPE		LF	1357	\$2.40	\$3,256.80
133	Main Bid	840515	THERMOPLASTIC PAVEMENT MARKING		SF	298	\$12.00	\$3,576.00
134	Main Bid	840555	12" THERMOPLASTIC TRAFFIC STRIPE		LF	428	\$8.50	\$3,638.00
135	Main Bid	840651	4" PAINTED STALL LINES AND PAVEMENT MARKINGS		LF	792	\$5.50	\$4,356.00
136	Main Bid	846020	REMOVE PAINTED TRAFFIC STRIPE		LF	8575	\$2.50	\$21,437.50
137	Main Bid	870200	LIGHTING SYSTEM		LS	1	\$600,000.00	\$600,000.00
138	Main Bid	999990	MOBILIZATION		LS	1	\$3,000,000.00	\$3,000,000.00
139	Main Bid	999991	SCENIC OVERLOOK		LS	1	\$20,000.00	\$20,000.00
140	Main Bid	999995	TEMPORARY AT-GRADE TRACK CROSSINGS		LS	1	\$40,000.00	\$40,000.00
141	Main Bid	146002	CONTRACTOR-SUPPLIED BIOLOGIST (LS)		LS	1	\$75,000.00	\$75,000.00
							SUBTOTAL	\$30,516,910.0

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142	Alternate Items	511035	ARCHITECTURAL TREATMENT (RETAINING WALL TRAIN MURAL)	Final Pay	SF	1126	\$185.00	\$208,310.00
							TOTAL	\$30,725,220.0

ARTICLE 5. TAXES, DUTIES AND FEES

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

ARTICLE 6. AVAILABILITY OF FUNDS

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

ARTICLE 7. PERMITS AND LICENSES

CONTRACTOR agrees that he/she is currently the holder of a valid license as a CONTRACTOR in the State of California and that the license is the correct class of license for the work described in the project plans and specifications. CONTRACTOR further agrees to maintain license through the entire duration of Contract without additional compensation from SBCTA. CONTRACTOR also agrees to keep current as required by the "Notice to Bidders and Special Provisions", all current permits required throughout the duration of the Project.

ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

CONTRACTOR shall provide SBCTA, the U.S. Department of Transportation (DOT), including but not limited to the Federal Transit or Federal Highway Administration, and the Comptroller General of the United States, or other authorized representatives or agents of SBCTA, access to CONTRACTOR's records which are directly related to this Contract for the purpose of inspection, auditing or copying. CONTRACTOR shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, except in the event of litigation or settlement of claims arising out of this Contract in which case

CONTRACTOR agrees to maintain records through the conclusion of all such litigation, appeals or claims related to this Contract. CONTRACTOR further agrees to maintain separate records for costs of work performed by change order. CONTRACTOR shall allow SBCTA, Caltrans, FHWA or FTA, or its representatives or agents to reproduce any materials as reasonably necessary.

ARTICLE 9. SCHEDULE

CONTRACTOR agrees to complete the work within the time period as stipulated in the Special Provisions attached herein. CONTRACTOR shall incur no costs (excluding insurance and bonds) and shall not perform or furnish any work, services or equipment under this Contract, unless and until SBCTA has issued a written Notice To Proceed (NTP).

ARTICLE 10. NONDISCRIMINATION/ EQUAL EMPLOYMENT OPPORTUNITY

- 10.1 CONTRACTOR agrees to comply with the Equal Employment Opportunity (EEO) regulations for federally assisted programs of the Department of transportation (DOT), Title 49 CFR Part 60-1.4 as they may be amended from time to time, which are herein incorporated by this reference and made part of this Contract. The following minimum specific requirement EEO regulations:
 - 10.1.1 CONTRACTOR will work with SBCTA and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the Contract.
 - 10.2.1 CONTRACTOR will accept as his operating policy the following statement: "It is the policy of this company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."
- 10.2 <u>EEO Officer</u>: CONTRACTOR will designate and submit to SBCTA in writing the EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active CONTRACTOR program of EEO and who must be assigned adequate SBCTA and responsibility to do so.
- 10.3 <u>Dissemination of Policy</u>: All employees of the CONTRACTOR who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the CONTRACTOR's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- 10.3.1 Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the CONTRACTOR's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- 10.3.2 All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the CONTRACTOR'S EEO obligations within thirty days following their reporting for duty with the CONTRACTOR.
- 10.3.3 All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the CONTRACTOR's procedures for locating and hiring minority group employees.
- 10.3.4 Notices and posters setting forth the CONTRACTOR's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- 10.3.5 CONTRACTOR's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- 10.4 <u>Recruitment</u>: When advertising for employees, CONTRACTOR will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
 - 10.4.1 CONTRACTOR will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, CONTRACTOR will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to CONTRACTOR for employment consideration.
 - 10.4.2 In the event CONTRACTOR has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits CONTRACTOR's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the CONTRACTOR to do the same, such implementation violates Executive Order 11246, as amended.)
 - 10.4.3 CONTRACTOR will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
- 10.5 Personnel Actions: Wages, working conditions, and employee benefits shall be established

and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- 10.5.1 CONTRACTOR will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- 10.5.2 CONTRACTOR will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- 10.5.3 CONTRACTOR will periodically review-selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the CONTRACTOR will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- 10.5.4 CONTRACTOR will promptly investigate all complaints of alleged discrimination made to the CONTRACTOR in connection with his obligations under this Contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the CONTRACTOR will inform every complainant of all of his avenues of appeal.
- 10.6 <u>Training and Promotion</u>: CONTRACTOR will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
 - 10.6.1 Consistent with CONTRACTOR's work force requirements and as permissible under Federal and State regulations, the CONTRACTOR shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
 - 10.6.2 CONTRACTOR will advise employees and applicants for employment of available training programs and entrance requirements for each.
 - 10.6.3 CONTRACTOR will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
- 10.7 <u>Unions:</u> If CONTRACTOR relies in whole or in part upon unions as a source of employees, CONTRACTOR will use his/her best efforts to obtain the cooperation of such unions to

increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by CONTRACTOR either directly or through a CONTRACTOR's association acting, as agent will include the procedures set forth below:

- 10.7.1 CONTRACTOR will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- 10.7.2 CONTRACTOR will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- 10.7.3 CONTRACTOR is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to CONTRACTOR, CONTRACTOR shall so certify to SBCTA and shall set forth what efforts have been made to obtain such information.
- 10.7.4 In the event the union is unable to provide CONTRACTOR with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, CONTRACTOR will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which CONTRACTOR has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents CONTRACTOR from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such CONTRACTOR shall immediately notify SBCTA.
- 10.8 CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall notify all potential subcontractors and suppliers of his/her EEO obligations under this Contract. Disadvantaged business enterprises (DBE), as defined in 49 CFR Part 23 shall have equal opportunity to compete for and perform subcontracts, which the CONTRACTOR enters into pursuant to this contract. CONTRACTOR will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. CONTRACTOR shall obtain lists of DBE construction firms from SBCTA. CONTRACTOR will use his best efforts to ensure subcontractor compliance with their EEO obligations.
- 10.9 Records and Reports: CONTRACTOR shall keep such records as necessary to document

compliance with the EEO requirements. Such records shall be retained for a period of three (3) years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of SBCTA. The records kept by the CONTRACTOR shall document the following: The number of minority and non-minority group members and women employed in each work classification on the project; the progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; the progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and the progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

10.9.1 CONTRACTOR will submit an annual report to SBCTA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, CONTRACTOR will be required to collect and report training data.

ARTICLE 11. AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION

11.1 Definitions. As used in this clause—

Covered area means the geographical area described in the solicitation for this contract.

Deputy Assistant Secretary means the Deputy Assistant Secretary for the Office of Federal Contract Compliance Programs, U.S. Department of Labor, or a designee.

Employer identification number means the Federal Social Security number used on the employer's quarterly Federal tax return, U.S. Treasury Department Form 941.

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT]FAQs.html.

Minority means--

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT]FAQs.html.

- 11.2 If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$ 10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.
- 11.3 If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.
- 11.4 The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.
- 11.5 Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.
- 11.6 In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of

employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

11.7 The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

11.7.1 Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

11.7.2 Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

11.7.3 Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

11.7.4 Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

11.7.5 Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.

11.7.6 Disseminate the Contractor's equal employment policy by -

(i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;

(ii) Including the policy in any policy manual and in collective bargaining agreements;

(iii) Publicizing the policy in the company newspaper, annual report, etc.;

(iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and

(v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

11.7.7 Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

11.7.8 Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

11.7.9 Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

11.7.10 Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

11.7.11 Validate all tests and other selection requirements where required under 41 CFR 60-3.

11.7.12 Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

11.7.13 Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.

11.7.14 Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

11.7.15 Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

11.7.16 Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.

- 11.8 The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided the Contractor
 - 11.8.1 Actively participates in the group;

11.8.2 Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;

11.8.3 Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;

11.8.4 Makes a good-faith effort to meet its individual goals and timetables; and

11.8.5 Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

11.9 A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

- 11.10 The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 11.11 The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.
- 11.12 The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.
- 11.13 The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.
- 11.14 The Contractor shall designate a responsible official to -

11.14.1 Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;

11.14.2 Submit reports as may be required by the Government; and

11.14.3 Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

11.15 Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

ARTICLE 12. CONFLICT OF INTEREST

CONTRACTOR agrees that it presently has no interest financial or otherwise and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Work required under this Contract or to be contrary to the interests of SBCTA as to the Project. CONTRACTOR further agrees that in the performance of this Contract, no person having any such interest shall be employed. CONTRACTOR is obligated to fully disclose to SBCTA, in writing, conflict of interest issues as soon as they are known to CONTRACTOR. CONTRACTOR acknowledges that no member or delegate to, the Congress of the U.S. shall have any interest, direct or indirect, in this Contract or the benefits thereof.

ARTICLE 13. REPRESENTATIONS

All work supplied by CONTRACTOR under this Contract shall be supplied by personnel who are qualified, careful, skilled, experienced and competent in their respective trades or professions. CONTRACTOR agrees that the Work performed shall conform to all drawings, plans and specifications herein.

ARTICLE 14. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 14.1 If, as part of this Contract, CONTRACTOR is required to produce materials, documents data, or information ("Products"), then CONTRACTOR, if requested by SBCTA, shall deliver to SBCTA the original of all such products, which shall become the property of SBCTA.
- 14.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONTRACTOR in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONTRACTOR without the express written consent of SBCTA.
- 14.3 Except as reasonably necessary for the performance of Work, CONTRACTOR agrees that it, its employees, agents, and subcontractors will hold in confidence and not divulge to third parties without prior written consent of SBCTA, any information obtained by CONTRACTOR from or through SBCTA in connection with CONTRACTOR's performance of this Contract, unless: (a) the information was known to CONTRACTOR prior to obtaining same from SBCTA pursuant to a prior contract; or (b) the information was obtained at the time of disclosure to CONTRACTOR, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONTRACTOR or its employees, agents, or subcontractors; or (c) the information was obtained by CONTRACTOR from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONTRACTOR's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONTRACTOR for SBCTA in the performance and completion of CONTRACTOR's Work under this Contract shall remain confidential until released in writing by SBCTA, except to the extent such materials and information become a part of public domain information through no fault of CONTRACTOR, or its employees or agents.
- 14.4 CONTRACTOR shall not use SBCTA's name or photographs of the Project in any

professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.

- 14.5 All press releases relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by the Parties.
- 14.6 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).
- 14.7 CONSULTANT, its employees, agents and subconsultants shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information ("PII") and/or Sensitive Security Information ("SSI") will be required to execute a Confidentiality Agreement.

ARTICLE 15. TERMINATION

- 15.1 <u>Termination for Convenience</u>: SBCTA shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONTRACTOR specifying the date of termination. On the date of such termination stated in said notice, CONTRACTOR shall promptly discontinue performance of Services and shall preserve work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.
 - 15.1.1 CONTRACTOR shall deliver to SBCTA all deliverables prepared by CONTRACTOR or its subcontractors or furnished to CONTRACTOR by SBCTA. Upon such delivery, CONTRACTOR may then invoice SBCTA for payment in accordance with the terms herein.
 - 15.1.2 If CONTRACTOR has fully and completely performed all obligations under this Contract up to the date of termination, CONTRACTOR shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the contract cost and a pro rata share of any fixed fee for such Services satisfactorily executed to the date of termination.
 - 15.1.3 CONTRACTOR shall be entitled to receive the actual cost incurred by CONTRACTOR to return CONTRACTOR's field tools and equipment, if any, to it or its suppliers' premises, or to turn over work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.
- 15.2 <u>Termination for Cause</u>: 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

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nall be appointed on account of its

court shall be filed against CONTRACTOR or a receiver shall be appointed on account of its insolvency, or if CONTRACTOR shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, (a) hold in abeyance further payments to CONTRACTOR; (b) stop any Work of CONTRACTOR or its subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONTRACTOR specifying the date of termination. In the event of such termination by SBCTA, SBCTA may deem expedient. A waiver by SBCTA of one default of CONTRACTOR shall not be considered to be a waiver of any subsequent default of CONTRACTOR, nor be deemed to waive, amend, or modify any term of this Contract.

- 15.2.1 CONTRACTOR shall deliver to SBCTA all finished and unfinished products prepared under this Contract by CONTRACTOR or its subcontractors or furnished to CONTRACTOR by SBCTA within ten (10) working days of said notice.
- 15.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONTRACTOR be entitled to any prospective profits or any damages because of such termination.

ARTICLE 16. STOP WORK ORDER

Upon failure of CONTRACTOR or its subcontractors to comply with any requirements of this Contract, SBCTA shall have the right to stop any or all Work affected by such failure until such failure is remedied or to terminate this Contract in accordance with the Termination provision herein.

ARTICLE 17. CLAIMS

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

Per Public Contract Code (PCC) § 9204:

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2,

and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code .

(v) The Military Department as to any project under the jurisdiction of that department.

- (vi) The Department of General Services as to all other projects.
- (vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute

and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

ARTICLE 18. INSURANCE

18.1 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:

In addition to the insurance requirements of SBCTA, CONTRACTOR must also comply with the Notice To Bidders and Special Provisions Appendix A Exhibit C-1 – Insurance requirements of the railway (BNSF). The highest limits and broadest coverage required by either SBCTA or BNSF Railway shall apply.

- 18.2 <u>Commercial General Liability Insurance</u> The policy must include the following:
 - CONTRACTOR shall maintain a commercial general liability policy written on an occurrence form that shall provide coverage at least as broad as the coverage provided by ISO form CG 00 01. The Indemnified Parties shall be named, by specific endorsement, as additional insureds using ISO form CG 20 10 10 01 and ISO form CG 20 37 10 01, or their respective equivalent forms, to include completed operations coverage and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability that shall be no 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.
 - \$29,000,000 per occurrence limit for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury
 - \$29,000,000 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.
- Contractor shall maintain (Tail) coverage, including completed operations coverage, after completion of the project (defined as payment by SBCTA of all amounts owed) for a period of (TEN) 10 years from date of project final payment.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

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

- Each occurrence limit: \$1,000,000
- General aggregate limit: \$2,000,000
- Personal injury and advertising limit \$1,000,000
- Products-completed operations aggregate limit \$2,000,000All subcontractors' and sub-subcontractors' deductibles or self-insured retentions must be acceptable to SBCTA.
- 18.3 <u>Umbrella/Excess CGL Insurance</u> The policy must include the following:

If the CONTRACTOR elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:

- The umbrella or excess policy shall follow form over the CONTRACTOR'S primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
- The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.

- The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
- The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.

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

- 18.4 <u>Commercial Auto Insurance</u> The policy must include the following:
 - A total limit of liability of not less than **\$5,000,000** each accident. This total limit of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with (Umbrella/Excess CGL) of this Article.
 - Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONTRACTOR services.
 - Combined Bodily Injury and Property Damage Liability insurance

The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

- 18.5 <u>Worker's Compensation/Employer's Liability</u>. The policies must include the following:
 - Coverage A. Statutory Benefits
 - Coverage B. Employer's Liability
 - Bodily Injury by accident \$1,000,000 per accident
 - Bodily Injury by disease \$1,000,000 policy limit/\$1,000,000 each employee

Such policies shall contain a waiver of subrogation (Form WC 00 03 13) in favor of the parties named as Additional Insureds and/or 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 sub-contractor of any tier. All sub-contractors 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.

- 18.6 Professional Liability. Intentionally Omitted
- 18.7 <u>Builder's Risk Insurance.</u> The policy must include the following:
 - CONTRACTOR shall purchase and maintain property insurance written on a builder's risk "Special Form Cause of Loss" or equivalent policy form in an amount equal to the not to exceed amount of the Contract, plus the cost of materials supplied or installed by others on a full replacement cost basis.

- The Builder's Risk policy shall include a soft cost endorsement that covers soft costs equal to twenty percent (20%) of the Contract's full value. Soft costs are defined as certain expenses, in addition to labor and materials, required to complete the Project that has been delayed due to unexpected physical damage and include, but are not limited to, the following: legal/accounting fees, design or other professional fees, financing costs, taxes, general administration, lease expenses, permit fees and insurance premiums.
- This insurance shall include the interests of the Additional Insureds as named below, CONTRACTOR and the subcontractors of every tier on the Project as insureds.
- The insurance shall cover without limitation, loss or damage to the Work arising • from the perils covered under "Special Form Cause of Loss" form coverage including, without duplication of coverage for theft, fire, lightning, explosion, or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false-work, testing and delay of startup, temporary buildings, property in transit and while stored at a temporary location, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for CONTRACTOR's services and expenses required as a result of such loss. During the Project construction period, CONTRACTOR and its subcontractors shall mutually waive all rights of recovery against each other and against the Additional Insureds identified below for damages caused by fire or other perils covered by the Builders Risk "Special Form Cause of Loss" insurance. All applicable policies of insurance covering the Work or the property of the CONTRACTOR or subcontractor shall be endorsed to provide a waiver of subrogation in favor of the Additional Insureds identified below, CONTRACTOR and all subcontractors of every tier.
- Further, CONTRACTOR hereby releases, and shall cause its subcontractors to release, the Indemnitees identified from any and all claims, losses and damages caused by fire or other perils covered by the Builders Risk "Special Form Cause of Loss" insurance.
- There shall be no deductible or self-insured retention exceeding \$50,000.00 per loss, other than earthquake or flood which may have deductible or self-insured retentions not exceeding \$100,000.00.
- The policy may have sub-limits not less than the following:

Earthquake	\$5,000,000.00
Flood	\$1,000,000.00

- 18.8 <u>Contractor's Pollution Liability Insurance</u>. The policy must include the following:
 - \$2,000,000 per claim or occurrence limits/\$4,000,000 in the aggregate
 - If the services involve mold identification / remediation, the policy shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.
 - If the services involve lead-based paint or asbestos identification/remediation, the

policy shall not contain lead-based paint or asbestos exclusions.

18.9 <u>Railroad Protective Liability Insurance</u>:

Insurance Services Office Form Railroad Protective Liability, AAR-AASHTO (ISO/RIMA), in the name of the railroad owner and operator with respect to the operations they or any of their subcontractors perform on the Property. Minimum Limits: **\$5 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 **\$10 million annual aggregate** shall apply. *The Railroad owner and Railroad operator should always be listed as the insured under any RRPL policy. SBCTA should be listed as additional insured whenever possible.* If providing coverage on the London claims- made form, the following provisions shall apply:

- The limits of liability shall be not less than \$5 million per occurrence, combined single limit. A \$10 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 Contractor 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.

18.10 General Provisions

- 18.10.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VIII or better and if policies are written by insurance carriers that are non- admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-:X or better, unless otherwise approved in writing by SBCTA's Risk Manager.
- 18.10.2 <u>Additional Insured Coverage.</u> All policies, except those for Workers' Compensation and Pollution Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then the most substantially similar ISO Form available, to name San Bernardino County Transportation Authority (SBCTA),

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State of California (Caltrans), BNSF Railway Company (BNSF), City of Barstow, City of Victorville and their officers, directors, members, employees, and agents, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONTRACTOR under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability but shall allow coverage for SBCTA to the full extent provided by the policy.

- 18.10.3 <u>Proof of Coverage.</u> Evidence of insurance in a form acceptable to SBCTA, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONTRACTOR shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.
- 18.10.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONTRACTOR shall be responsible for any deductible or self- insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONTRACTOR will pay, and shall require its sub-CONTRACTORS to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. Without SBCTA's Risk Manager's expressed written approval no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONTRACTOR shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONTRACTOR shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONTRACTOR. The CONTRACTOR'S policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any CONTRACTOR'S

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deductible or SIR.

- 18.10.5 <u>CONTRACTOR's and Subcontractors' Insurance Will Be Primary.</u> All policies required to be maintained by the CONTRACTOR or any subcontractor with the exception of Pollution Liability and Worker's Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONTRACTOR'S or subcontractors' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 18.10.6 <u>Waiver of Subrogation Rights.</u> To the fullest extent permitted by law, CONTRACTOR hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other CONTRACTOR, subcontractor or sub-subcontractor performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONTRACTOR shall require similar written express waivers and insurance clauses from each of its subcontractors of every tier. CONTRACTOR shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONTRACTOR from waiving the right of subrogation prior to a loss or claim.
- 18.10.7 <u>Cancellation.</u> 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 ten (10) days of any notice of termination or notice of any other change to any insurance coverage required herein which CONTRACTOR receives within one business day after CONTRACTOR receives it by submitting it to SBCTA at insurance@gosbcta.com to the attention of SBCTA's Risk Manager.
- 18.10.8 Enforcement. SBCTA may take any steps as are necessary to assure CONTRACTOR's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONTRACTOR fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONTRACTOR or withhold such expense from amounts owed CONTRACTOR, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONTRACTOR of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude SBCTA from taking

other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONTRACTOR, or any subcontractor of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

- 18.10.9 <u>No Waiver</u>. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 18.10.10 <u>Sub-contractor Insurance</u>. Insurance required of the CONTRACTOR shall be also provided by sub-contractors or by CONTRACTOR on behalf of all sub-contractors to cover their services performed under this Contract. CONTRACTOR may reduce types and the amounts of insurance limits provided by sub-contractor(s) to be proportionate to the amount of the sub-CONTRACTOR's contract and the level of liability exposure for the specific type of work performed by the sub-contractor. CONTRACTOR shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractor.
- 18.10.11 <u>Higher Limits</u>. 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.
- 18.10.12 Non-Limitation of Insurance Requirements. The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the Contractor's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the Contractor shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the Contractor is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the Contractor arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Subcontractor. The Contractor acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.

- 18.10.13 <u>Project Specific Insurance</u>. All insurance coverage required to be provided by CONTRACTOR, with the exception of automobile liability and worker's compensation, shall apply specifically and exclusively for the Project and extend to all aspects of the Work, with coverage limits dedicated solely to the Project. Use of other insurance programs is acceptable, provided that coverage under such programs provides dedicated Project-specific limits and identified premiums and meets all requirements described in contract.
- 18.10.14 <u>No Representations or Warranties.</u> SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONTRACTOR against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.
- 18.10.15 <u>Review of Coverage</u>. 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.
- 18.10.16 <u>Special Risks or Circumstances</u>. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior8experience, insurer, coverage, or other special circumstances.

ARTICLE 19. INDEMNITY

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by SBCTA) and hold harmless SBCTA, State of California (Caltrans), BNSF Railway Company (BNSF), City of Barstow, City of Victorville and their respective officers, directors, members, employees, contractors, agents and volunteers (collectively the "Indemnitees") from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors, or omissions of any person and for any costs or expenses incurred by the Indemnitees on account of any claim except where such indemnification is prohibited by law. To the extent permitted by law, CONTRACTOR's duty to defend and indemnification obligations shall apply regardless of the existence or degree of fault of any of the Indemnitees. The duty of CONTRACTOR and its insurers to provide a defense shall be immediate upon receipt of a written tender of defense from any of the Indemnitees, notwithstanding any subsequent allocation of defense costs that may be required by law. CONTRACTOR's indemnification obligation applies to the "passive" negligence of any of the Indemnitees, but does not apply to the "sole" or "active" negligence or "willful misconduct" of any of the Indemnitees within the meaning of Civil Code section 2782.

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ARTICLE 20. OWNERSHIP OF DOCUMENTS

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

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ARTICLE 21. RECORD INSPECTION AND AUDITING

SBCTA, or any of its designees, representatives or agents, including but not limited to the U.S. Department of Transportation, Federal Highway Administration or Federal Transit Administration, shall at all times have access during normal business hours to CONTRACTOR's operations and products, wherever they are in preparation or progress, and CONTRACTOR shall provide sufficient, safe and proper facilities for such access and inspection thereof. Inspection or lack of inspection by SBCTA shall not be deemed to be a waiver of any rights to require CONTRACTOR to comply with the Contract or to subsequently reject and unsatisfactory Work or products.

ARTICLE 22. INDEPENDENT CONTRACTOR

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

ARTICLE 23. ATTORNEY'S FEES

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

ARTICLE 24. GOVERNING LAW AND VENUE

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

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ARTICLE 25. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 26. PRECEDENCE

In case of a discrepancy among the Contract Documents, the order of precedence shall be as noted in the Notice to Bidder and Special Provisions

ARTICLE 27. COMMUNICATIONS AND NOTICES

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

To CONTRACTOR	To SBCTA	
Skanska USA Civil West California District,	San Bernardino County Transportation	
Inc.	Authority	
1995 Agua Mansa Road	1170 W. 3 rd Street, 2 nd Floor	
Riverside, CA 92509	San Bernardino, CA 92410-1715	
Attn: James Bailey	Attn: Kristi Harris	
	Kharris@gosbcta.com	
	cc: Procurement Manager	
	Procurement@gosbcta.com	
Phone: (951) 684-5360	Phone: (909) 884-8276	

ARTICLE 28. FEDERAL CHANGES

CONTRACTOR shall at all times comply with all applicable Federal Highway Administration regulations, policies, procedures and directives, including without limitation those listed directly or by reference in this Contract, as they may be amended time to time through the term of this Contract. CONTRACTOR's failure to comply shall constitute a material breach of Contract.

ARTICLE 29. LIQUIDATED DAMAGES

Should CONTRACTOR fail to complete all work within the time specified herein, including any written authorized changes, the actual damages to SBCTA for the delay will be difficult or

impossible to determine. Therefore, in lieu of actual damages, CONTRACTOR shall pay SBCTA the sum of <u>Thirteen Thousand, Five Hundred Dollars</u> (\$13,500) per each calendar day of delay as identified in the weekly statement of working days issued by SBCTA. SBCTA shall not withhold liquidated damages if the delay is determined by SBCTA to be excusable in accordance with the Force Majeure article of this Contract. SBCTA may extend the period of performance of this Contract when in its sole judgment, sufficient justification to do so.

ARTICLE 30. ASSIGNMENT

CONTRACTOR agrees not to sell, transfer, or otherwise dispose of any contract part either voluntarily or by operation of law without prior written consent from SBCTA.

ARTICLE 31. SUBCONTRACTS

- 31.1 CONTRACTOR shall perform with its own organization contract work amounting to not less **than 30 percent** (or a greater percentage if specified elsewhere in the Contract) of the total original contract price, excluding any specialty items designated by SBCTA. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by CONTRACTOR's own organization (23 CFR § 635.116).
 - 31.1.1 "Its own organization" shall be construed to include only workers employed and paid directly by the prime CONTRACTOR and equipment owned or rented by the prime CONTRACTOR, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime CONTRACTOR.
 - 31.1.2 "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract. The contract amount upon which the requirements set forth in this Contract is computed includes the cost of material and manufactured products, which are to be purchased or produced by the CONTRACTOR under the contract provisions.
- 31.2 CONTRACTOR shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the Contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as SBCTA determines is necessary to assure the performance of the Contract.
- 31. 3 No portion of the Contract shall be sublet, assigned or otherwise disposed of except with the prior written consent of SBCTA, or authorized representative, and such consent when given shall not be construed to relieve CONTRACTOR of any responsibility for the fulfillment of the contract. Written consent will be given only after SBCTA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and

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requirements of the prime contract. CONTRACTOR does not have the right to make any substitutions of any subcontractor listed in its Bid, except in accordance with the State of California Public Contract Code, section 4100 et. seq. SBCTA's consent to substitution shall not be deemed to relieve CONTRACTOR of its obligation to fully comply with the requirements of this Contract. CONTRACTOR shall be responsible for all acts and omissions of its employees, subcontractors and their employees. CONTRACTOR is responsible for coordinating all work performed by the subcontractors. SBCTA reserves the right, but not the obligation, to review the subcontractor agreements for this project and to require any modifications so as to conform to the requirements set forth in this Contract.

ARTICLE 32. COORDINATION WITH OTHER CONTRACTS

SBCTA may undertake or award other contracts for work, and CONTRACTOR shall cooperate fully with the other contractors' and SBCTA's employees or agents and carefully fit its own work to such additional work as may be directed by SBCTA. CONTRACTOR shall not commit or permit any act, which will interfere with the performance of work by any other contractor or by SBCTA.

ARTICLE 33. PREVAILING WAGE REQUIREMENTS

- 33.1 All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics.
- 33.2 Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions.

ARTICLE 34. SAFETY

34.1 In the performance of this Contract, CONTRACTOR shall comply with all applicable federal, State, and local laws governing safety, health, and sanitation (23 CFR § 635.108). The CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as SBCTA may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. It is a condition of this Contract, and shall be made a condition of each subcontract, which the CONTRACTOR enters into pursuant to this Contract, that CONTRACTOR and any subcontractor shall not permit any employee, in performance of this Contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3704, 3705).

34.2 Pursuant to 29 CFR 1926.3, it is a condition of this Contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3704, 3705).

ARTICLE 35. DISADVANTAGED BUSINESS ENTERPRISE

- 35.1 SBCTA, as a recipient of federal financial assistance, is required to implement a Disadvantaged Business Program in accordance with Federal regulation 49 CFR Part 26, issued by the U.S. Department of Transportation (DOT). SBCTA has set a contract specific goal of **13%** for this project. CONTRACTOR 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 subcontractors under this Contract. DBE participation shall be credited toward the DBE contract goal only when payments are actually made to DBE firms. CONTRACTOR shall submit Exhibit 9-F per the Exhibit 9-F Instructions. Upon completion of the Contract, the CONTRACTOR shall complete Form 317, "Final Report-Utilization of DBE First-Tier Subcontractors" and certify that the information contained in Form 317 is true and correct and submit the form with their final invoice.
- 35.2 Should the termination or substitution of a DBE subcontractor be necessary, CONTRACTOR shall submit a written request to SBCTA prior to any substitution taking place. If a listed DBE subcontractor is terminated, CONTRACTOR shall make Good Faith Efforts to find another certified DBE subcontractor to substitute for the original DBE subcontractor. The substituted DBE must perform at least the same amount of work as the original DBE under the Contract and to the extent needed to meet the DBE goal. The substituted DBE must be certified as a DBE by the CUCP at the time of request is made for the substitution. Substitution requests whether for a DBE or non-DBE subcontractor shall be in accordance with the California Public Contract Code section 4107 et. seq.
- 35.3 Should a certified DBE subcontractor become decertified during the term of the Contract, the decertified DBE subcontractor the CONTRACTOR shall notify SBCTA in writing within 30 calendar days of the change and include the date of decertification. If a subcontractor becomes a certified DBE during the term of the Contract, the CONTRACTOR shall notify SBCTA in writing within 30 calendar days of certification and include a copy of the certification.
- 35.4 CONTRACTOR shall carry out all applicable requirements of 49 CFR Part 26 in the award

22-1002780

and administration of this DOT-assisted contract. Failure by CONTRACTOR to carry out these requirements is material breach of this Contract, which may result in the termination of this Contract or such other remedy, as SBCTA may deem appropriate.

ARTICLE 36. NONSEGREGATED FACILITIES

36.1 Definitions. As used in this clause:

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT]FAQs.html.

Segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT]FAQS.html.

- 36.2 The CONTRACTOR agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this Contract.
- 36.3 The CONTRACTOR shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

ARTICLE 37. TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

37.1 <u>Compliance with Regulations</u>: CONTRACTOR 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.

- 37.2 <u>Nondiscrimination</u>: CONTRACTOR, with regard to the work performed by it during the CONTRACT, shall not discriminated 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. CONTRACTOR 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.
- 37.3 <u>Solicitations for Sub-agreements, Including Procurements of Materials and Equipment</u>: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR 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 CONTRACTOR of the CONTRACTOR's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 37.4 <u>Information and Reports</u>: CONTRACTOR 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 California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- 37.5 <u>Sanctions for Noncompliance</u>: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this Contract, the California Department of Transportation shall impose such sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

37.5.1 withholding of payments to CONTRACTOR under the Contract within a reasonable period of time, not to exceed 90 days; and/or

- 37.5.2 cancellation, termination or suspension of the Contract, in whole or in part.
- 37.6 <u>Incorporation of Provisions</u>: CONTRACTOR 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.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition,

CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 38. RECORD OF MATERIALS, SUPPLIES AND LABOR

Intentionally Omitted.

ARTICLE 39. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

CONTRACTOR agrees that in order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, CONTRACTOR's suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR § 635.119) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS 18 U.S.C. § 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or

whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than five years or both."

ARTICLE 40. CARGO PREFERENCE ACT (CPA)

CONTRACTOR agrees:

(1) To utilize privately owned United State-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for Unites States-flag commercial vessels.

- (2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this Article to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

ARTICLE 41. GRATUITIES

CONTRACTOR, its employees, agents or representatives shall not offer or give to an officer, official or employee of SBCTA, gifts, entertainment, payments, loans or other gratuities to influence the award of a contract or obtain favorable treatment under a contract.

ARTICLE 42. CONFIDENTIALITY

Any SBCTA materials to which the CONTRACTOR or its agents has access to or materials prepared by the CONTRACTOR during the term of this Contract shall be held in confidence by the CONTRACTOR, who shall exercise all reasonable precautions to prevent disclosure of confidential information to anyone except as authorized by SBCTA. CONTRACTOR shall not release any reports, information or promotional materials, or allow for the use of any photos of the project for any purposes without written approval from SBCTA.

ARTICLE 43. CONVICT LABOR

In connection with the performance of work under this Contract, CONTRACTOR agrees not to employ any person undergoing sentence of imprisonment at hard labor. This Article does not include convicts who are on parole or probation.

ARTICLE 44. INSPECTION OF SITE

CONTRACTOR acknowledges that it has investigated and satisfied itself as to the conditions affecting the work including, but not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electricity and roads, and uncertainties of weather, river stages, tides or similar conditions at the site, the conformation and conditions of the ground, and the character of equipment and facilities needed preliminary to and during prosecution of the work. CONTRACTOR fully acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be

encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by SBCTA, as well as from information presented by the drawings and specifications made a part of this Contract. Any failure by CONTRACTOR to acquaint itself with the available information will not relieve it from responsibility for the interpretations made by CONTRACTOR on the basis of the information made available by SBCTA.

ARTICLE 45. RECYCLED PRODUCTS

CONTRACTOR shall comply with all the requirements of section 6002 of the Resource Conservation and Recovery Act as amended, (42 USC sec. 6962), including but not limited to the 40 CFR Part 247 and Executive Order 13101, as applicable. CONTRACTOR agrees to include this Article in all of its subcontracts.

ARTICLE 46. CLEAN WATER REQUIREMENTS

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq. CONTRACTOR shall report each violation to SBCTA and understands and agrees that SBCTA who will in turn, report each violation as required to assure notification to FHWA and appropriate Environmental Protection Agency (EPA) Regional Office. CONTRACTOR shall include this requirement in each subcontract exceeding \$100,000.

ARTICLE 47 BUY AMERICA

47.1 Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. Steel and iron materials must be produced in the U.S. except:

47.1.1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];

47.1.2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

47.2 Production includes:

47.2.1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;

47.2.2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

ARTICLE 48. DRUG FREE WORKPLACE

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

ARTICLE 49. SEVERABILITY

The partial or complete invalidity in whole or in part, of any one or more of the provisions of this Contract shall not affect the validity or continuing force and effect of any other provision.

ARTICLE 50. FORCE MAJEURE

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

ARTICLE 51. QUALITY ASSURANCE

The Quality Assurance will be subject to SBCTA's review and approval.

ARTICLE 52. INCORPORATION OF RECITALS

The Recitals stated above are true and correct and are hereby incorporated into this Contract.

ARTICLE 53. EFFECTIVE DATE

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

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

Attachment: 22-1002780 (8675 : North First Ave Bridge over BNSF - Award Construction Contract)

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

SKANSKA USA CIVIL WEST CALIFORNIA DISTRICT, INC., A CALIFORNIA CORPORATION

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By:		By:	
-	Michael Aparicio		Art Bishop
	President		President, Board of Directors
Date:		Date:	
By:		_	
	Brett Brockman		
	Secretary/Treasurer		
Date:			
License	d in accordance with an act		
	ng for registration of contractors.		
		APPROVED AS TO FORM	
License	Number	-	
		By:	
Fodoral	Employer	Dy.	Juanda Lowder Daniel
	cation Number		Assistant General Counsel
Identin			Assistant General Counsel
		CONCU	RRENCE
	$\overline{\mathbf{v}}$	By:	
		<i>j</i> :	

Shaneka M. Morris Procurement Manager

Exhibit A

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

North First Avenue Bridge over BNSF Railroad Project

Contract 22-1002780

Bid Opening: July 6, 2022 at 2:00 p.m.

#	Bidder	Final Bid Amount
1	Skanska	\$30,725,220.00
2	Security Paving Company	\$33,355,630.50
3	МСМ	\$38,315,047.25
4	Griffith Company	\$38,508,716.15
5	OHL	\$47,619,941.40

EXHIBIT B

CONTRACT NUMBER: 22-1002780 **PROJECT: NORTH FIRST AVENUE BRIDGE OVER BNSF**

AWARDED PRICE:

30,725,220.00

\$

	CONTINGENCIES	TOTAL	
	CONTINGENCY (10%)	\$ 3,072,522	
	SUPPLEMENTAL WORK	TOTAL	
1	FEDERAL TRAINEE PROGRAM	\$ 14,400	
2	PROTECT EXISTING UNDERGROUND FACILITIES	\$ 75,000	
3	MAINTAIN TRAFFIC	\$ 180,000	
4	VALUE ANALYSIS	\$ 10,000	
5	WATER POLLUTION CONTROL MAINTENANCE SHARING	\$ 60,000	
6	ADDITIONAL WATER POLLUTION CONTROL	\$ 8,000	
7	STORM WATER SAMPLING AND ANALYSIS	\$ 8,000	
8	PARTNERING	\$ 10,000	
9	PAYMENT ADJUSTMENT FOR PRICE INDEX FLUCTUATIONS	\$ 50,000	
10	INCENTIVE FOR ASPHALT CONCRETE (QC/QA)	\$ 50,000	
11	DISPUTE RESOLUTION BOARD	\$ 24,000	
	SUPPLEMENTAL WORK	\$ 489,400	
	TOTAL ALLOWANCES/CONTINGENCY	\$ 3,561,922	

	AGENCY FURNISHED MATERIAL AND EXPENSES	TOTAL
1	TMP-PUBLIC INFORMATION	\$ 130,000
2	ELECTRICAL SERVICE CONNECTIONS	\$ 20,000
3	ANNUAL CONSTRUCTION GENERAL PERMIT FEE	\$ 4,400
4	AGENCY BIOLOGIST/PRECONSTRUCTION SURVEYS/ ENVIRONMENTAL MONITORING	\$ 100,000
5	FINANCIAL COST	\$ 4,176,725
6	BNSF FLAGGERS	\$ 1,592,690
7	BNSF INSPECTION/COORDINATION/PLAN REVIEW (3rd PARTY)	\$ 888,800
	AGENCY FURNISHED MATERIAL AND EXPENSES	\$ 6,912,615

feedback on the adopted approach. Over 180 individuals attended the industry forum. Following the industry forum, the project team also held a series of one-on-one meetings with interested contractors, consultants, and technology providers to solicit feedback on the contemplated approach to assist in the development of the RFQ.

One key topic consistently identified concerned the optimal way to incorporate the technology provider with the DB teams. Due to the new and evolving nature of autonomous vehicle technology, and a lack of familiarity between established tunneling/DB firms and the newer autonomous vehicle technology providers, much of the feedback urged SBCTA to take a more active role in facilitating teams, including giving consideration to pre-qualifying technology providers that are compliant with SBCTA-established requirements, separate from evaluation of the design-build team's own qualifications. As a result of these one-on-one meetings and based on this feedback, staff is recommending to proceed with the development of separate RFQ issuances to prequalify technology providers and to shortlist DB teams, who will later incorporate a technology provider from the prequalified shortlist.

Other topics brought up by the industry attendees include:

• The stipend amount being proposed by SBCTA for the preconstruction phase (Phase 1).

Minute Action

AGENDA ITEM: 28

Date: September 7, 2022

Subject:

Release Request for Qualifications No. 23-1002870 and 23-1002878 for a Design Build Contract and Technology Provider for the Tunnel to ONT Project

Recommendation:

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

Authorize the Executive Director, or his designee, to release the Request for Qualifications (RFQ) No. 23-1002870, for a Design Build contractor, and a separate RFQ No. 23-1002878, for a Technology Provider for the Tunnel to Ontario International Airport project, upon concurrence from Procurement and General Counsel, in accordance with Policy No. 11000.

Background:

On July 6, 2022, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) received an update on the status of the development of a Request for Qualifications (RFQ) for the Tunnel to the Ontario International Airport (ONT) project, and adopted a delivery approach that combines elements of a traditional design-build (DB) authorized under the DB Law along with a "progressive" approach with an operational period of at least one year provided by the DB team.

project. Environmental approval is anticipated in September 2023. SBCTA has been working with our legal support team, project management/construction management (PCM) team, and internal staff in preparing an RFQ to solicit proposals from interested DB teams for the project. An industry forum meeting was held on July 25, 2022, to engage interested firms and obtain

Work has been progressing on the preliminary engineering and environmental clearance for this

Packet Pg. 720

- The overall cost of the project compared to other tunnel projects.
- Ridership forecast for the new service.
- The amount of time provided for potential design-builders to complete the formation of their teams.
- Timing of teaming arrangements between DB teams and technology providers.

Our legal support team, PCM team, and internal staff will be developing the separate RFQ packages to prequalify technology providers based on SBCTA-generated evaluation criteria that satisfy goals. Our team will also continue to work in parallel on developing the RFQ and selection criteria for the tunnel DB teams in accordance with the progressive DB strategy previously presented. Based on the staff recommendation, the procurement schedule will be updated as follows:

Technology Provider Prequalification RFQ Issuance	October 7, 2022		
Design-Builder RFQ Issuance	October 14, 2022		
Technology Provider Statements of Qualifications (SOQs) Due	November 18, 2022		
Design-Builder Statements of Qualifications (SOQs) Due	December 2, 2022		
Execute Preconstruction Work (Phase 1) / Stipend Agreements with Design-Builders and Announce Prequalification List of Technology Providers	February 3, 2023		
Issue Request for Proposals (RFP) – Including Instructions to Proposers; Draft Design-Build Contract; Technical Provisions; Reference Documents; and Third- Party Agreements	Late March 2023		
Deadline for Design-Builder Teams to Provide Notice to SBCTA of Selection of Technology Provider	Mid-April, 2023		
Deadline for Design-Builder Teams to Provide Notice to SBCTA Identifying a Lead Operator	May 2023		
Proposals (Including Guaranteed Maximum Price) Due	November 2023		
SBCTA Board Approval of Award and Entering into Design-Build Agreement with Selected Design-Build Team	February 2024		
Issuance of Notice To Proceed 1 (Final Design)	March 2024		

It is anticipated that after the review and evaluation of statements of qualifications from the technology providers and design-build teams, (i) a shortlist of technology providers satisfying SBCTA's prequalification criteria, and (ii) a shortlist of two tunnel design-build teams will be recommended for selection and presented to the Board in February 2023. SBCTA staff will also San Bernardino County Transportation Authority

develop the preconstruction work/stipend agreement for approval by the Board in conjunction with the design-build team shortlist selection.

Under the current progressive DB procurement process, each DB firm will then advance their designs during an approximately 9 month preconstruction phase (Phase 1). DB firms will be expected to select a technology provider for their teams no later than 3-4 months into Phase 1. At the conclusion of Phase 1, each team will submit a proposal and guaranteed maximum price to SBCTA. Both shortlisted teams are expected to receive a stipend/preconstruction work payment for their work during Phase 1, authorized by the previously approved preconstruction work/stipend agreement, provided they submit a proposal that is found responsive under the RFP at the conclusion of Phase 1. The selected DB team will proceed to the construction phase (Phase 2), which will include final design, construction, and transitional operations and maintenance.

SBCTA's Procurement and Special Risk Assessment Policy No. 11000 requires Board approval prior to release of any RFQ, RFP or Invitation for Bids if the anticipated value exceeds \$1 million. Staff recommends the release of the RFQ, upon concurrence from Procurement and General Counsel, to allow the project team to continue to finalize the RFQ documents based on industry feedback. It is expected that the recommendation to award a final design-build contract will be brought before the Board in February 2024, with a target project completion date by November 2027.

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 and Procurement Manager have reviewed this item.

Responsible Staff:

Victor Lopez, Director of Transit & Rail Programs

Approved Board of Directors Date: September 7, 2022

Witnessed By:

Minute Action

AGENDA ITEM: 29

Date: September 7, 2022

Subject:

Station Agreements for San Bernardino, Redlands, Omnitrans, and Esri

Recommendation:

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

A. Authorize the Executive Director, or his designee, to approve Amendment No. 1 to the Operations and Maintenance Agreement No. 17-1001666 with the City of San Bernardino and Omnitrans for the operation and maintenance of the San Bernardino Transit Center, resulting from the improvements constructed as part of the Redlands Passenger Rail Project, upon approval as to form by General Counsel. Receivable authority will be established with the annual adoption of the SBCTA budget each year.

B. Authorize the Executive Director, or his designee, to approve Cooperative Agreement 20-1002253 with the City of San Bernardino regarding the operations and maintenance of Tippecanoe Station, upon approval as to form by General Counsel. Receivable authority will be established with the annual adoption of the SBCTA budget each year.

C. Authorize the Executive Director, or his designee, to approve Cooperative Agreement No. 21-1002655 with the City of Redlands regarding the operations and maintenance of Downtown Redlands Station, upon approval as to form by General Counsel. Receivable authority will be established with the annual adoption of the SBCTA budget each year.

D. Authorize the Executive Director, or his designee, to approve Cooperative Agreement No. 20-1002254 with Environmental Systems Research Institute, Incorporated (ESRI) for the operations and maintenance of Esri Station, upon approval as to form by General Counsel.

E. Authorize the Executive Director, or his designee, to issue Purchase Orders for scope defined under Contract No. 20-1002397 with CityCom Real Estate Services, Inc., in an amount not-to-exceed \$400,000.00, for operational expenses at the new stations constructed as part of the Redlands Passenger Rail Project.

F. Allocate \$625,000 of Measure I-Rail for reimbursements to the City of Redlands and City of San Bernardino for maintenance and security of the Arrow stations, as required by Cooperative Agreements Nos. 20-1002253 and 21-1002655.

Background:

The Redlands Passenger Rail Project (RPRP) includes four new stations and one reconfigured station, each requiring either a new or amended agreement with the local jurisdiction for maintenance and security. On March 3, 2021, the San Bernardino County Transportation Authority (SBCTA) Board of Directors approved the Operations and Maintenance Agreement No. 21-1002255 between SBCTA, the City of Redlands, and the University of Redlands for the operations and maintenance of the University Station. The remaining station operations and maintenance agreements are below.

Recommendation A:

Operations and Maintenance Agreement No. 17-1001666 between SBCTA, the City of San Bernardino, and Omnitrans, sets forth responsibilities and obligations regarding the operations and maintenance of the San Bernardino Transit Center (SBTC). An amendment to the agreement (Amendment No. 1) is required to capture the additional parking and station platform changes occasioned by the Redlands Passenger Rail Project (RPRP), and to revise the pro-rata share of costs resulting from the new improvements.

Recommendation B:

Operations and Maintenance Agreement No. 20-1002253 between SBCTA and the City of San Bernardino sets forth responsibilities and obligations regarding the operations and maintenance of the Tippecanoe Station. This agreement is consistent with agreements between SBCTA and other cities that have a Metrolink station, wherein the cities accept responsibility for the security and maintenance of the stations within their respective jurisdiction. It is expected that each city is better suited to provide the necessary security and maintenance services for the station areas and facilities considered to be non-operating property and that the cities would benefit from greater economies of scale than SBCTA could in providing these services.

Key elements of the agreement include:

- The City of San Bernardino is responsible for the security and maintenance of the nonoperating property, including station platforms.
- Consistent with the other agreements, SBCTA will be responsible for the City of San Bernardino's costs of non-operating property security and maintenance for the first two-years of service at the station.
- Agreement with the City of San Bernardino to meet and confer no later than eighteen (18) months after the start of revenue service to jointly re-examine the minimum security requirements. This allows the City of San Bernardino to assess the security needs.

Recommendation C:

Operations and Maintenance Agreement No. 21-1002655 between SBCTA and the City of Redlands sets forth responsibilities and obligations regarding the operations and maintenance of the Downtown Redlands Station. The agreement is consistent with agreements between SBCTA and other cities that have a Metrolink station, wherein the cities accept responsibility for the security and maintenance of the stations within their respective jurisdiction. It is expected that each city is better suited to provide the necessary security and maintenance services for the station areas and facilities considered to be non-operating property and that the cities would benefit from greater economies of scale than SBCTA could in providing these services.

Key elements of the agreement include:

- The City of Redlands is responsible for the security and maintenance of the nonoperating property, including station platforms and the rail commuter parking.
- Consistent with the other agreements, SBCTA will be responsible for the City of Redlands' costs of non-operating property security and maintenance for the first two-years of service at the station.

• Agreement with the City of Redlands to meet and confer no later than eighteen (18) months after the start of revenue service to jointly re-examine the minimum security requirements. This allows the City of Redlands to assess the security needs.

Recommendation D:

Consistent with Cooperative Agreement No. 16-1001470 between SBCTA and Environmental Systems Research Institute, Inc. (ESRI), for the development and construction of a passenger rail station, staff has worked with ESRI to develop the operations and maintenance agreement. The Operations and Maintenance Agreement No. 20-1002254 between SBCTA and ESRI sets forth responsibilities and obligations regarding the operations and maintenance of the Esri Station.

Key elements of the agreement include:

- ESRI is responsible for the security and maintenance of the non-operating property, including station platforms.
- Agreement with ESRI to meet and confer no later than eighteen (18) months after the start of revenue service to jointly re-examine the minimum security requirements. This will allow ESRI to assess the security needs.
- SBCTA will hold title to all non-operating property facilities, which SBCTA will license to ESRI.
- SBCTA shall hold title to the station site.
- ESRI will be responsible for securing and maintaining real property insurance which covers the non-operating property facilities.

Recommendation E:

On November 4, 2020, the SBCTA Board of Directors approved Contract No. 20-1002397 with CityCom Real Estate Services, Inc. (CityCom) for property and facilities management services and authorized CityCom to issue Purchase Orders (POs) for work necessary to perform maintenance and security services. The Contract was amended on July 7, 2021, to add as-needed facilities management services for other commuter stations and other properties where SBCTA has full or partial ownership and to increase the contract not-to-exceed amount by \$100,000 to cover the management services costs. The amendment identified the stations constructed as part of the RPRP were identified as stations owned by SBCTA. SBCTA will require support from CityCom as we transition the maintenance and security responsibilities from the construction contractor to others. Furthermore, staff is requesting approval to issue POs to CityCom as required to address items identified at the stations that are not part of the RPRP construction contract or as required in the transition of maintenance responsibilities to others. Examples of such items include but are not limited to procurement and installation of signs, installation of temporary fencing to minimize vandalism during the transition period, or construction of other minor modifications as required at the station to improve station operations. Per SBCTA Procurement and Special Risk Assessment Policy 11000, VIII, B.1, all Contracts, Purchase Orders, and amendments in excess of \$100,000 require approval by the Board. Approval of Recommendation E would delegate authority to the Executive Director, or his designee, to

approve POs for an amount not to-exceed \$400,000 (and in excess of \$100,000 per PO) to support the transition of the new RPRP stations from construction and into operations.

Recommendation F:

Consistent with the other station agreements, SBCTA will be responsible for the costs of providing security and maintenance for the first two-years of service at the stations. The Operations and Maintenance Agreement for the University of Redlands station and the draft station agreements referenced in Recommendations A through C include this responsibility. The estimated first year of operating cost for the University of Redlands Station was previously provided and has been used as the basis of estimate for the other stations. Approval of Recommendation F provides approval of the funding necessary to issue reimbursement payments to the cities for their costs to operate and maintain the new Arrow stations pursuant to the station agreements.

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, the draft amendment and the draft agreements.

Responsible Staff:

Victor Lopez, Director of Transit & Rail Programs

Approved Board of Directors Date: September 7, 2022

Witnessed By:

			Contract S	Summary Sheet			29.a
			General Con	tract Informatio	n		
Contract No:	17-100166	5 Amendr	ment No.: 1				
Contract Class:	Payab	le	Department:	T	ransit	_	
Vendor No.:	01901	Vendo	or Name: City of San Bernardino and Omnitrans				
Description:	San Bernard	ino Transit	Center Operations	and Maintenand	ce Agreement		
List Any Related Co	ontract Nos.:		C12117 (Ed	en #00-100565)	and 17-1001734 (Crev	w Building Lease)	
<u> </u>			·	r Amount			
Original Contract		\$	-	Original Conting	jency	\$	
Prior Amendments		\$	-	Prior Amendme	ents	\$	-
Prior Contingency I	Released	\$	-	Prior Contingen	cy Released (-)	\$	-
Current Amendme	nt	\$	-	Current Amend	ment	\$	-
Total/Revised Con	tract Value	\$	-	Total Continger	ncy Value	\$	-
		Total	Dollar Authority (0	Contract Value a	nd Contingency)	\$	-
			Contract	Authorization			
Board of Directo	ors Dat		07/2022		loard	Item #8046	6
			ntract Managemer	-			
Zero Dollar	other Contrac	ls	Sole So MOU/COOP/JPA			udget Adjustment	
				nts Payable		N/A	
Estimated Start Da	te:	TBD		: 12/31/2039	Revised Expirat	ion Date:	
NHS: N/A		/IP/QAP:		revailing Wage:	 		
	-			5 5 <u>-</u>	Total Contract Funding:	Total Contingency	y:
Fund Prog Task	Sub- Task Object	Revenue	PA Level Revenue	Code Name	\$-	\$	-
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Ryan A	schenbrenne	r			Victor Lopez		
5	nager (Print N			Task M	anager (Print Name)		
Additional Notes:							

29.a

Attachment: 17-1001666 Amend 01 - SBTC (full packet with Exhibits) (8046 : Station Agreements for San Bernardino, Redlands, Omnitrans, and

AMENDMENT NO. 1 TO

AGREEMENT NO. 17-1001666

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

THE CITY OF SAN BERNARDINO

AND

OMNITRANS

FOR

FOR THE OPERATION AND MAINTENANCE OF THE SAN BERNARIDNO TRANSIT CENTER

This Amendment No. 1 to AGREEMENT 17-1001666 regarding the San Bernardino Transit Center ("SBTC") ("Amendment No. 1") is hereby made, entered into and effective on the date the last PARTY signs it, by and between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY ("SBCTA"), the CITY OF SAN BERNARDINO ("CITY"), and OMNITRANS ("OMNITRANS"), all of which are collectively referred to as the "Parties," and individually as "Party.".

WHEREAS, SBCTA, Omnitrans and CITY are parties to the San Bernardino Transit Center (SBTC) Operations and Maintenance Agreement, SBCTA Contract No 17-1001666, dated March 21, 2018, which defines the Parties' roles and responsibilities for the maintenance and security for the SBTC; and

WHEREAS, the CITY and SBCTA previously entered into a Memorandum of Understanding, SBCTA Contract No. 15-1001182, dated September 16, 2015, which sets forth the PARTIES' responsibilities for planning, design, construction, operation and maintenance of the Redlands Passenger Rail Project ("PROJECT"), also known as "Arrow"; and

WHEREAS, the PROJECT includes modification of the existing rail platforms and construction of additional Shared Use Parking Lot for the SBTC to accommodate the new Arrow passenger rail service; and

WHEREAS, the Parties desire to amend the AGREEMENT to further define the roles and responsibilities of the Parties for the maintenance and security of the SBTC.

NOW, THEREFORE, the Parties hereby mutually agree as follows:

1. Section 1.01 i is DELETED in its entirety and REPLACED as follows:

i. "Shared Use Parking Lot" shall refer to the surface parking lots located at the SBTC that will serve the Commuter Rail Station and Omnitrans Bus Facility. The Shared Use Parking Lots are shown as Area "C" and Area "E" on Exhibit "A," Property.

2. Add Section 1.01 k to read as follows:

k. "Arrow" shall refer to the commuter rail service operated by Southern California Regional Rail Authority ("SCRRA" or "Metrolink"), the net result of the PROJECT.

3. Section 3.01 c is DELETED in its entirety and REPLACED as follows:

c. SBCTA and CITY shall hold title as tenants in common to the Shared Use Parking Lots shown as AREA "C" and Area "E" on Exhibit "A", property.

4. Section 5.01 b is DELETED in its entirety and REPLACED as follows:

b. CITY shall be 100% responsible for all costs required to operate and maintain the Commuter Rail Station platform areas, including but not limited to, the costs of property insurance not otherwise insured by SBCTA pursuant to Section 5.01.e, maintenance of the Standard Platforms, signage, security, perimeter landscaping, and lighting. CITY shall add SBCTA as an Additional Insured to all property insurance secured for said property.

5. Add Section 5.01 e to read as follows:

e. SBCTA shall obtain property insurance for the Standard Platforms and canopies thereon, the cost of which shall be shared equally between SBCTA and CITY. For example, if the insurance premium attributed to insuring the Standard Platforms at the Commuter Rail Station was determined to be \$1,000 one year, then CITY shall reimburse SBCTA \$500 for that year's cost of real property insurance for the Standard Platforms.

6. Section 8.07 is DELETED in its entirety and REPLACED as follows:

8.07 <u>Pro-Rata Share</u>. Parties shall be responsible for paying a pro-rata share for all the costs to provide maintenance and security of the Shared Use Parking Lot. The pro-rata share for maintenance and security of the Shared Use Parking Lot shall be as follows:

a. <u>SBCTA:</u> Pro-rata share for Shared Use Parking Lot shall be 14% (based on the 40 reserved parking spaces for the Crew House Building).

b. <u>CITY:</u> Pro-rata share for Shared Use Parking Lot shall be 78% (based on 229 parking spaces).

c. <u>OMNITRANS</u>: Pro-rata share for Shared Use Parking Lot shall be 8% (based on the City requirement of 24 parking spaces for the Omnitrans bus facility).

A summary of the pro-rata share for the maintenance and security of the SBTC is shown in **Exhibit "G", Maintenance and Security Pro-Rata Share Summary**.

- 7. Section 9.01(c) reference to Exhibit "E" is corrected to Exhibit "G," Maintenance and Security Pro-Rata Share Summary.
- 8. The address for the City of San Bernardino in Section 14.01 is DELETED in its entirety and REPLACED as follows:

CITY OF SAN BERNARDINO City Manager 290 North "D" Street San Bernardino, CA 92401

9. Add Section 15.09 to read as follows:

15.09 <u>SCRRA Permitting</u>. This AGREEMENT is not in lieu of SCRRA's Permitting and Right-of-Entry process. The Parties and their respective consultants and contractors are required at all times to follow all SCRRA Temporary Right-of-Entry Agreement ("Form 6") and Rules and Requirements for Construction on Railway Property ("Form 37") requirements for any persons, work or equipment upon the railroad right-of-way and other applicable guidelines and directives. Applicants must submit SCRRA's Form 6 prior to entering or beginning work on railroad right-of-way before SCRRA support services will be scheduled or provided including: Employee-In-Charge (EIC), Flagging, SCRRA cable and signal marking, and SCRRA Safety. SCRRA Form 6 and Form 37 may be found upon the Metrolink website.

- 10. Exhibit "A" is DELETED in its entirety and REPLACED with the attached Exhibit "A.1" Property Description, which is hereby incorporated into this Amendment No. 1, to include the Shared Use Parking Lot constructed as part of the RPRP.
- 11. Exhibit "B.1," attached hereto and incorporated into Amendment No. 1 by this reference, is APPENDED to Exhibit "B" to the AGREEMENT, to include the station platforms constructed as part of the RPRP.
- 12. Exhibit "D" is DELETED in its entirety and REPLACED with the attached Exhibit "D.1," Shared Use Parking Lot, which is hereby incorporated into this Amendment No. 1, to include the Shared Use Parking Lot constructed as part of the RPRP.
- 13. Exhibit "G" is DELETED in its entirety and REPLACED with the attached Exhibit "G.1" Maintenance and Security Pro-Rata Share Summary, which is hereby incorporated into this Amendment No. 1, to incorporate the new Shared Use Parking Lot.

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

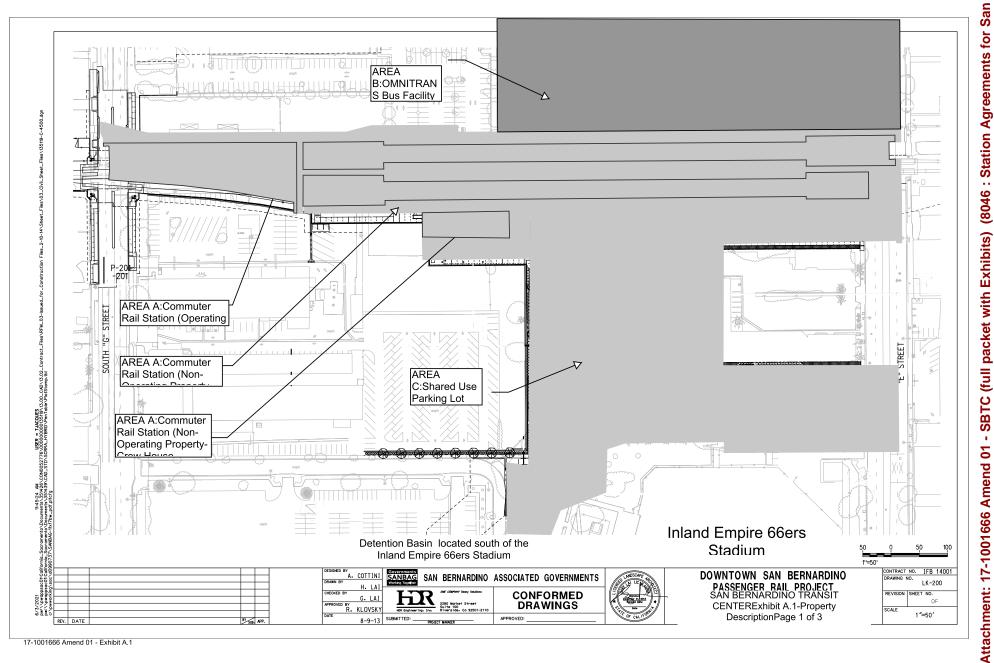
IN WITNESS THEREOF, the PARTIES hereto have caused this Amendment No. 1 to be executed by their respective officials, thereunto duly authorized.

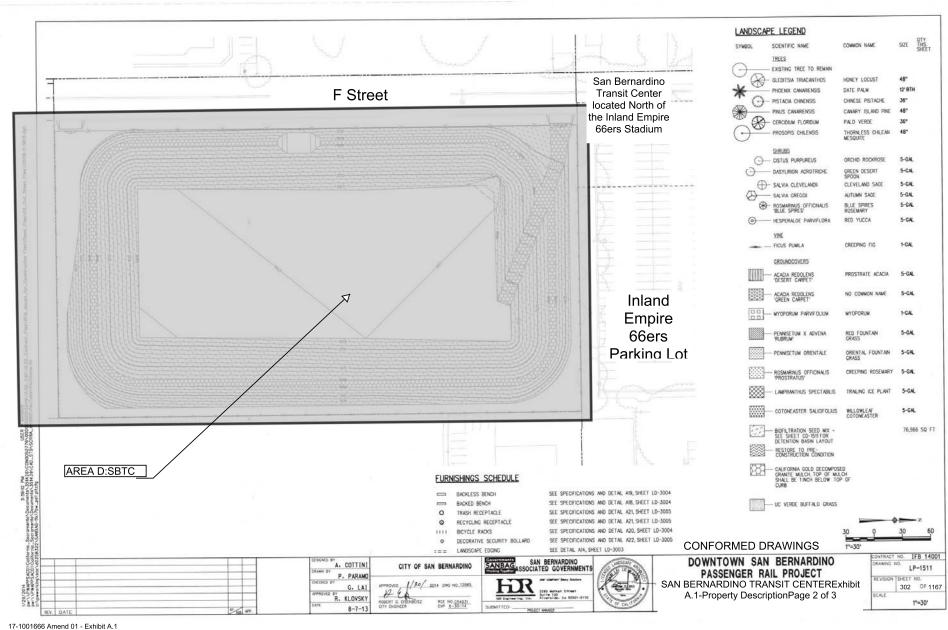
SAN BERNARDINO COUNTY **CITY OF SAN BERNARDINO TRANSPORTATION AUTHORITY** By: _____ By: _____ Raymond W. Wolfe, Ph.D **Executive Director** CITY Manager Date: _____ Date: **APPROVED AS TO FORM APPROVED AS TO FORM** By: _____ By: _____ Julianna K. Tillquist CITY Attorney General Counsel Date: Date: **OMNITRANS** By: Name Title Date: **APPROVED AS TO FORM** By: _ Name Title Date: _____

Exhibit "A.1"

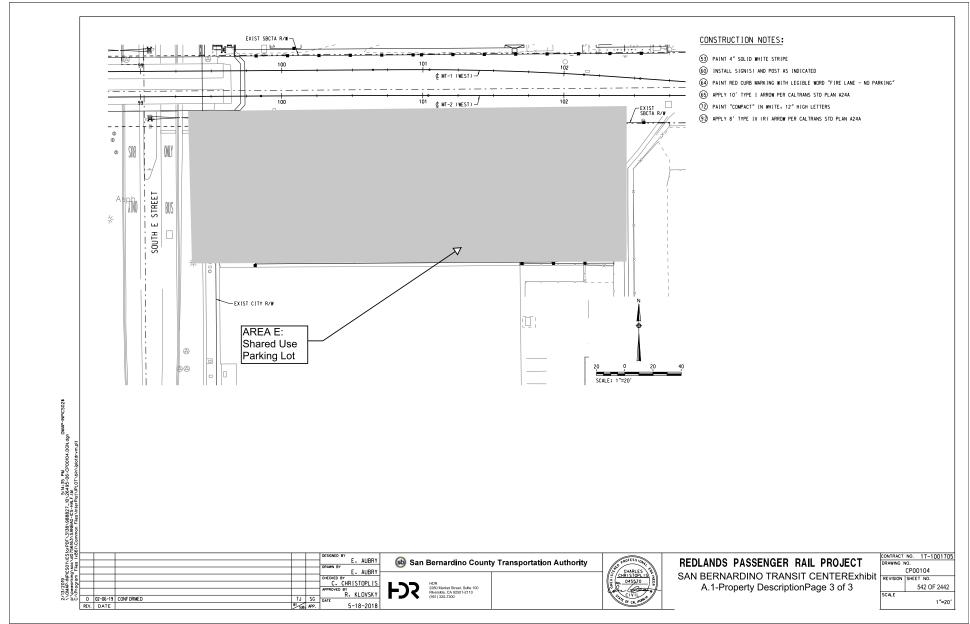
Property Description

Packet Pg. 732





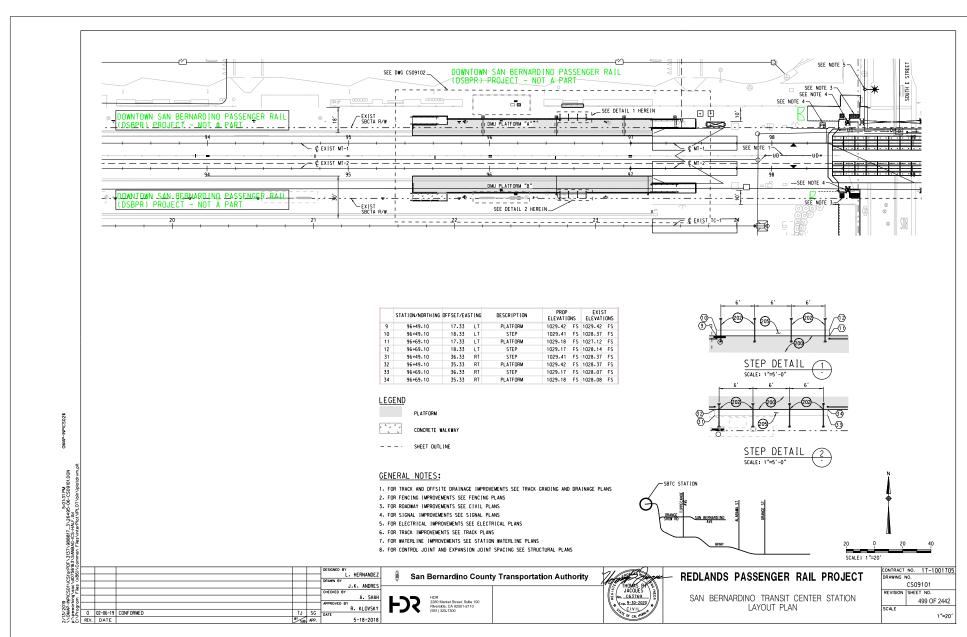
- SBTC (full packet with Exhibits) (8046 : Station Agreements for San Attachment: 17-1001666 Amend 01



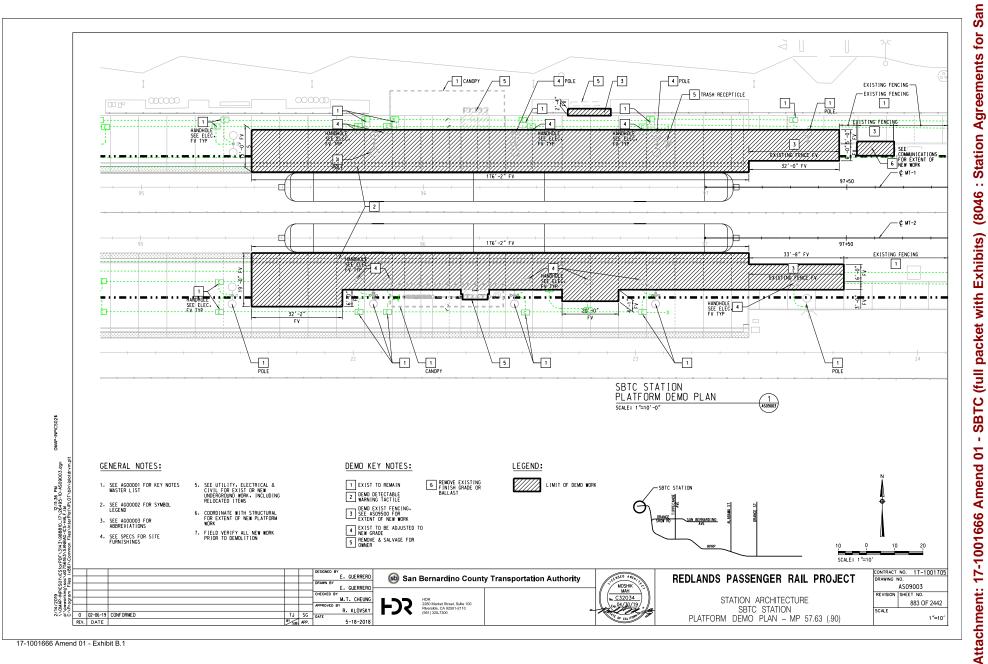
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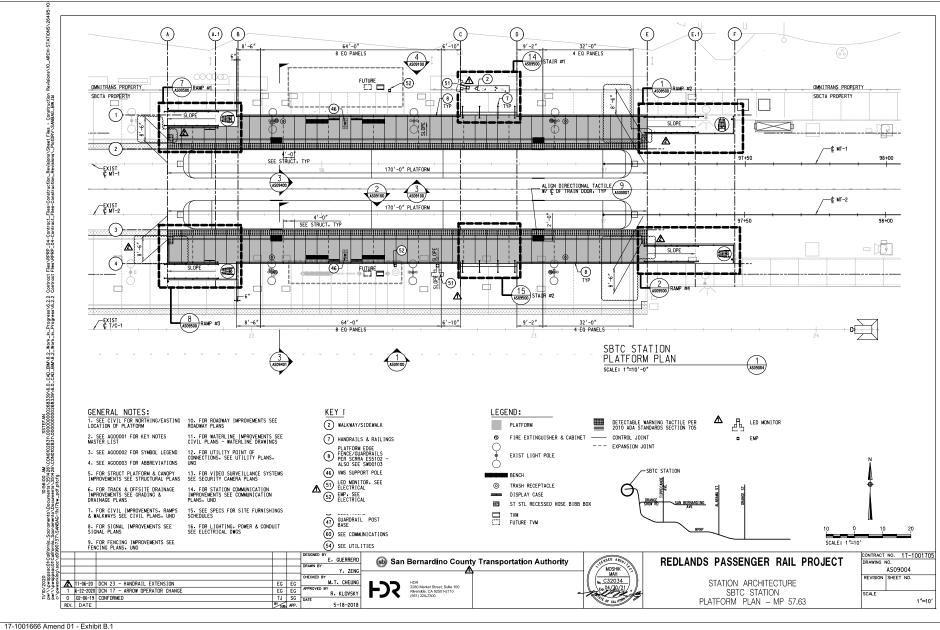
Exhibit "B.1"

Standard Commuter Rail Platform - DMU



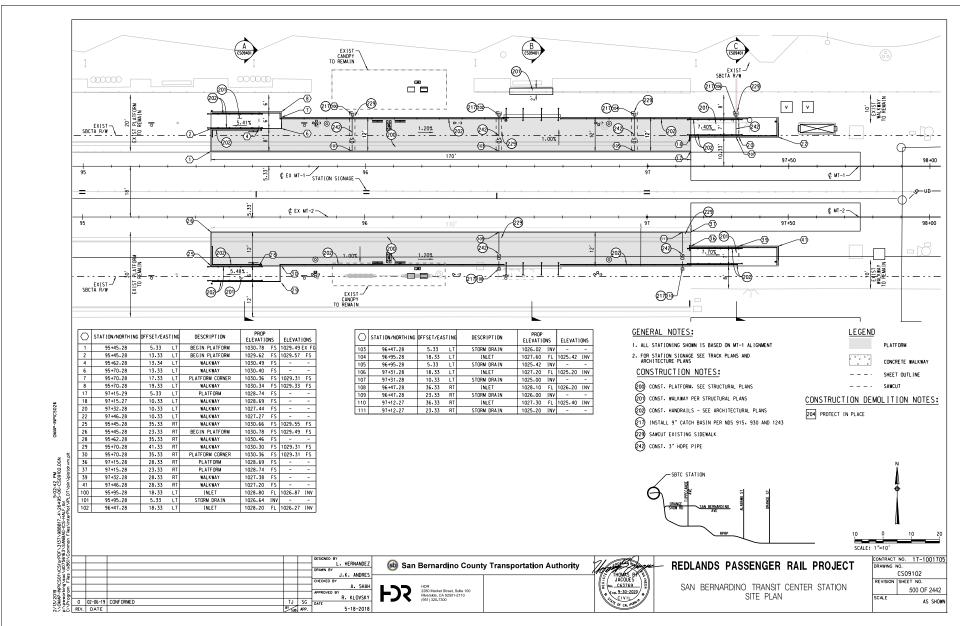
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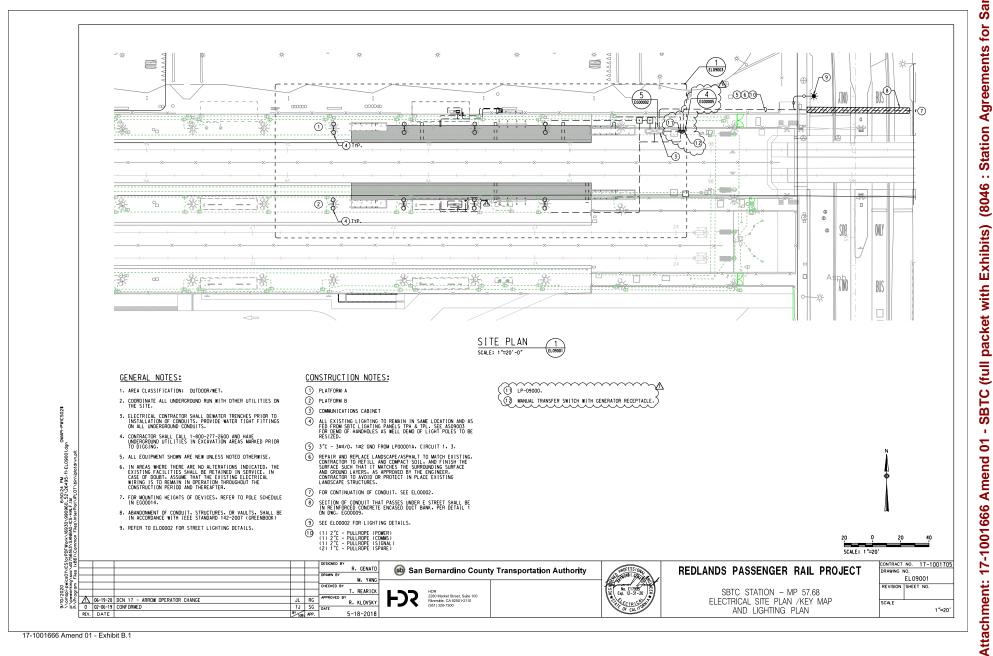
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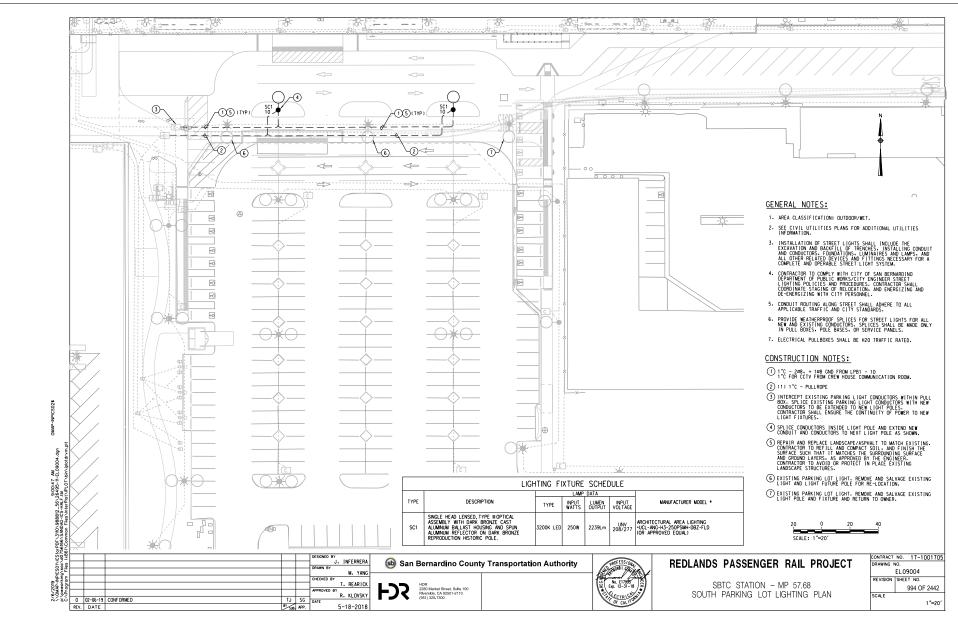
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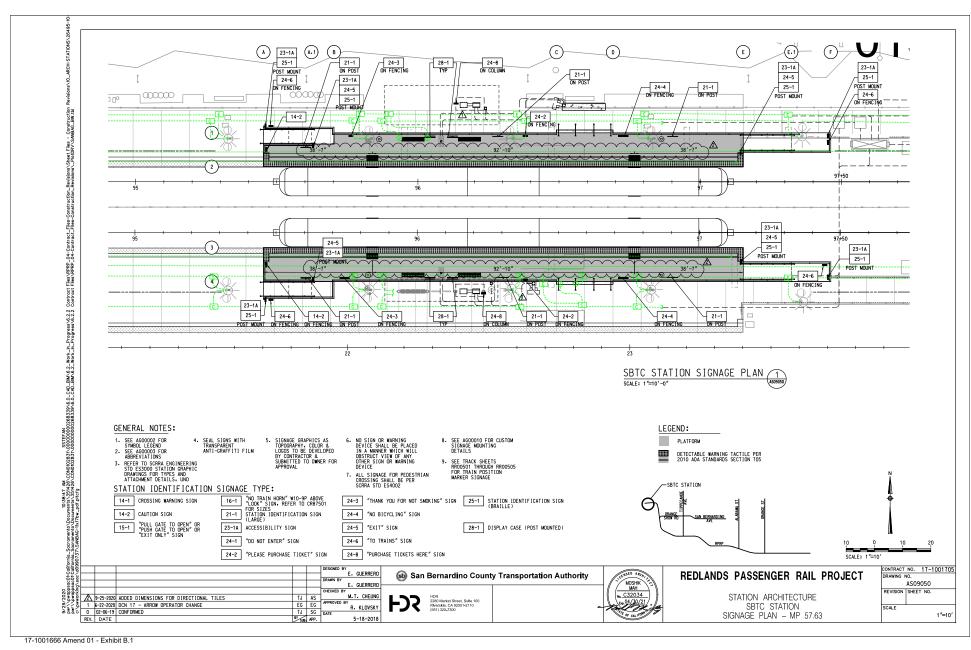
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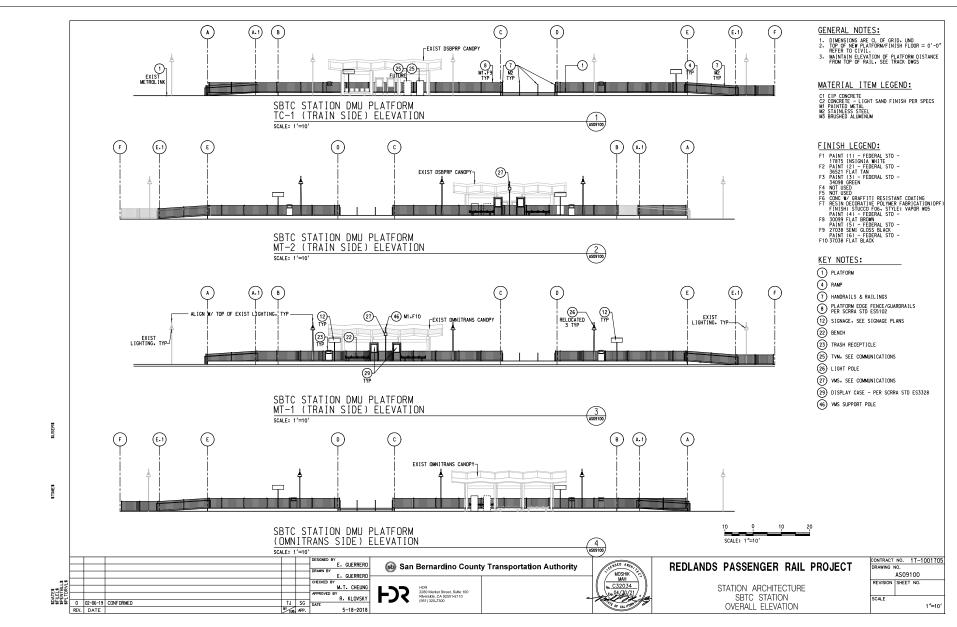
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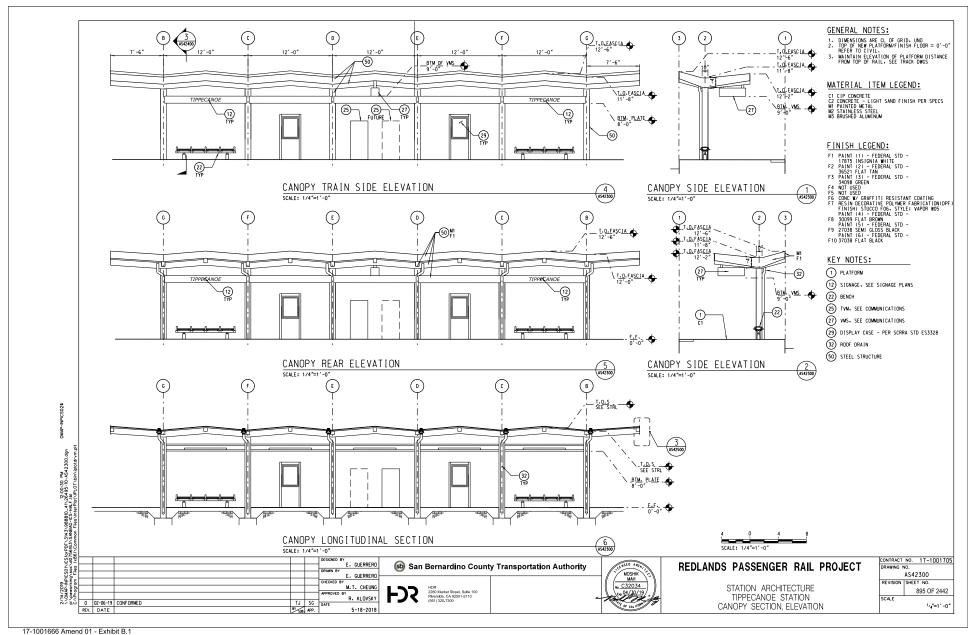


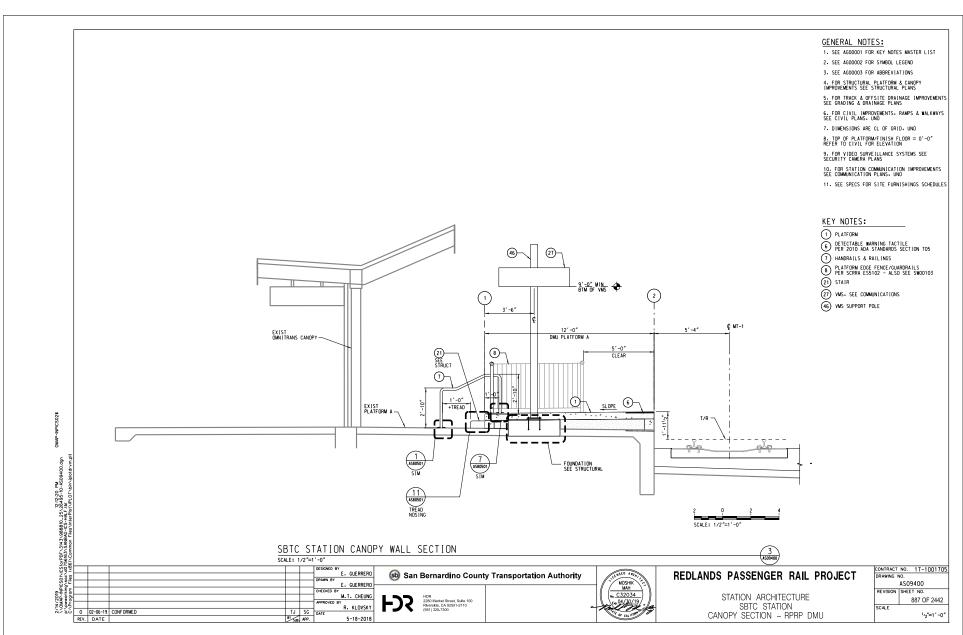
¹⁷⁻¹⁰⁰¹⁶⁶⁶ Amend 01 - Exhibit B.1

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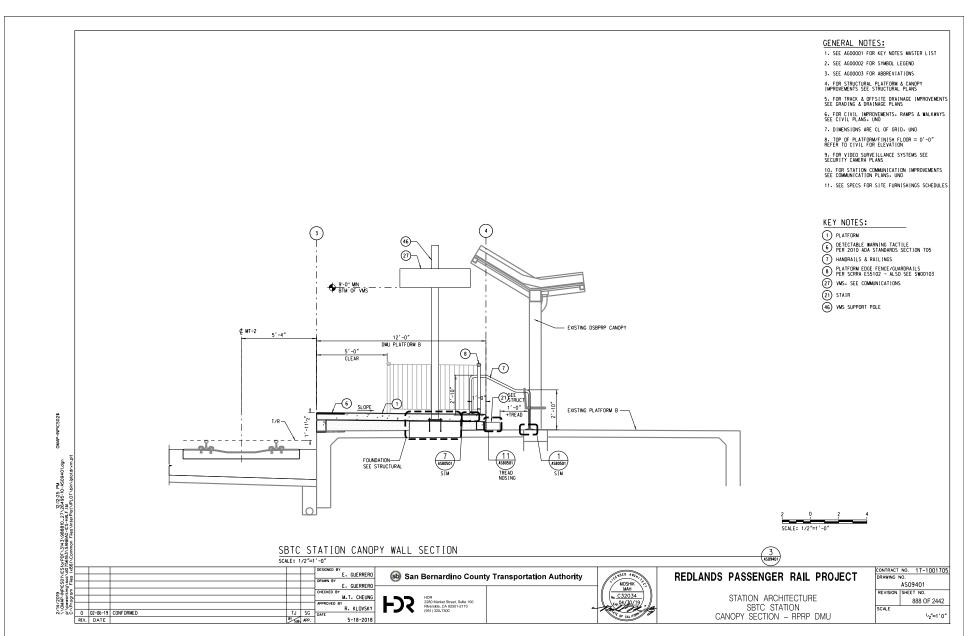
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Attachment: 17-1001666 Amend 01

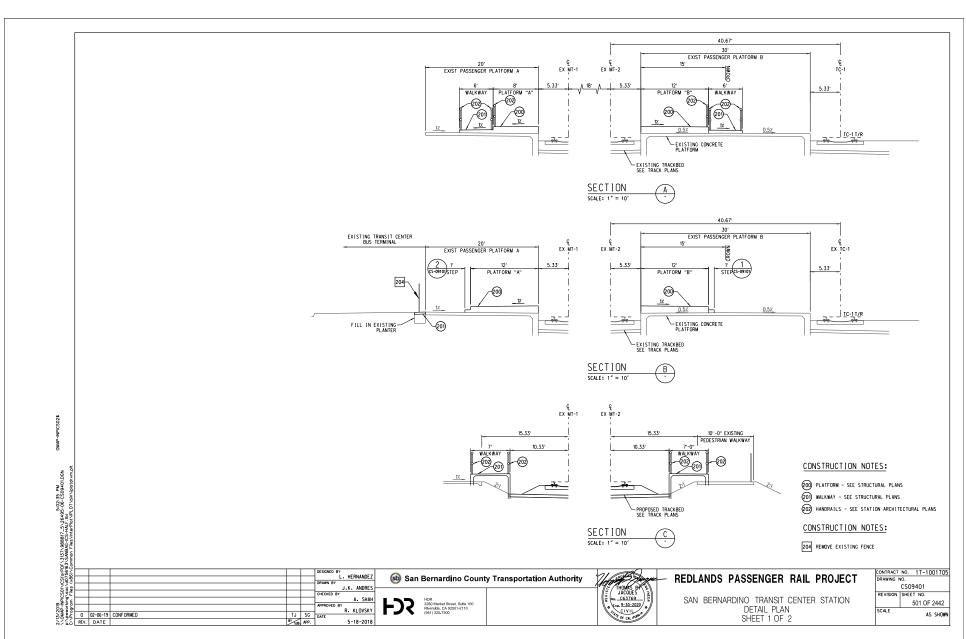


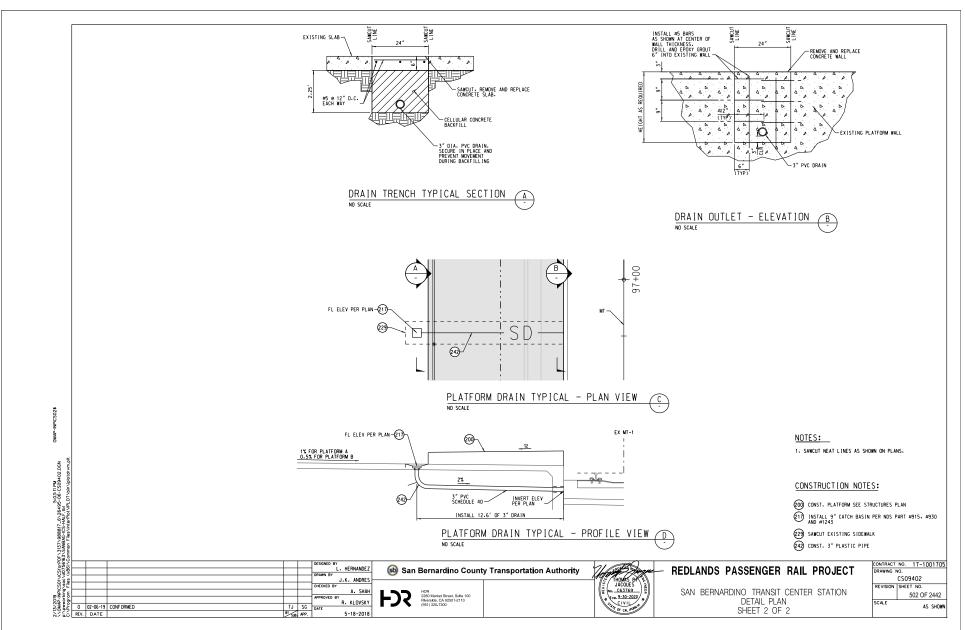


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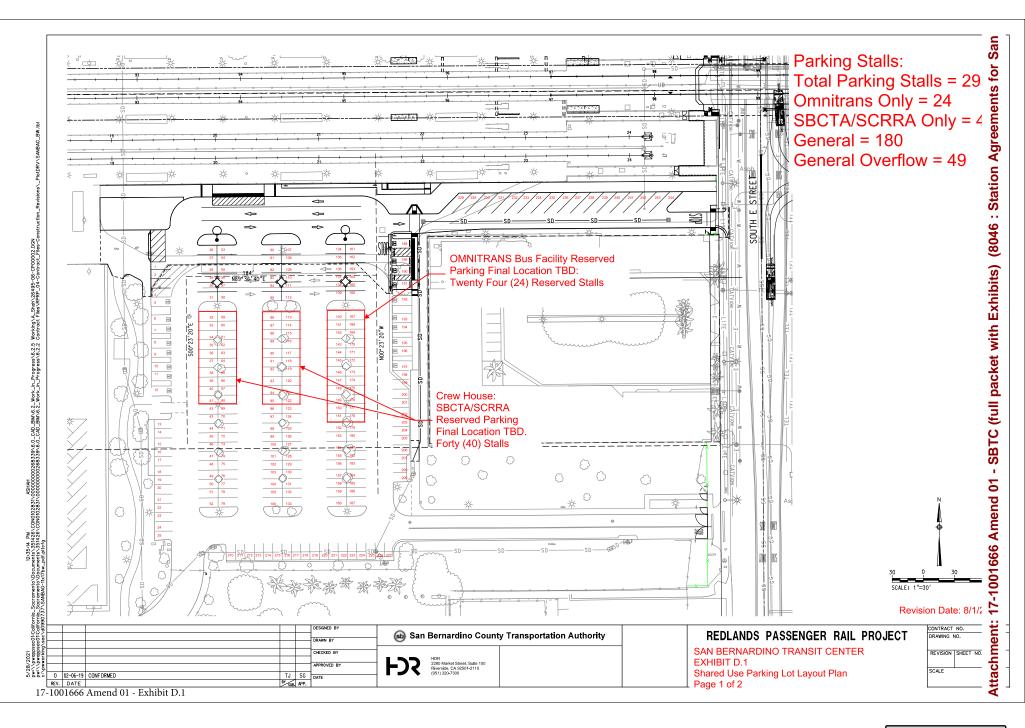


¹⁷⁻¹⁰⁰¹⁶⁶⁶ Amend 01 - Exhibit B.1

Exhibit "D.1"

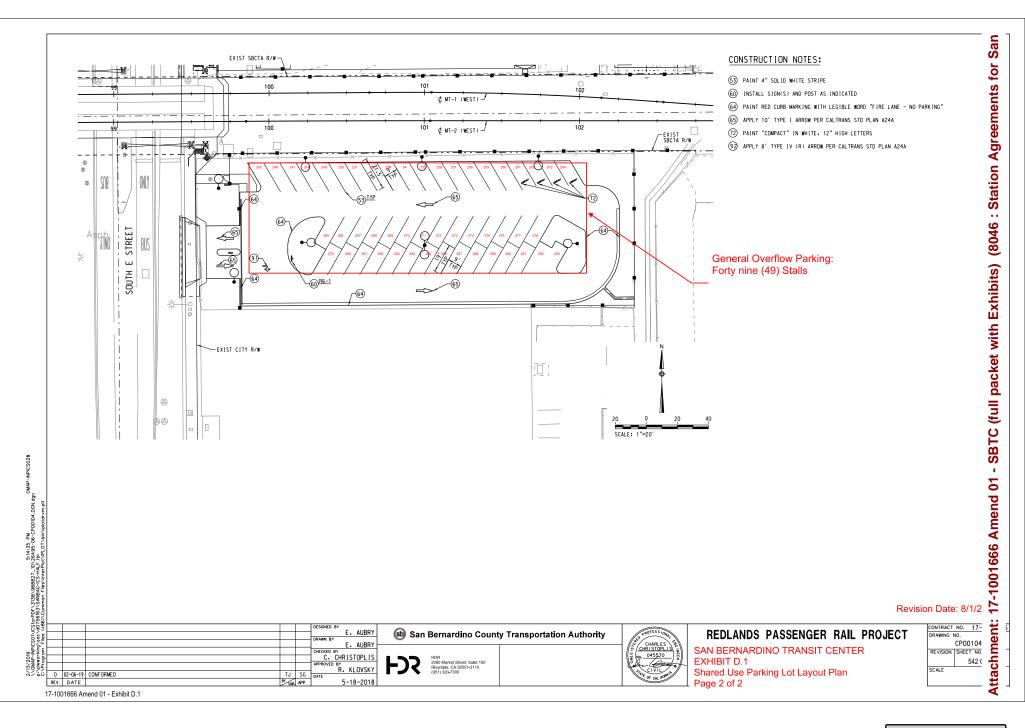
Shared Use Parking Lot Layout Plan

Packet Pg. 750



Packet Pg. 751

29.b



Packet Pg. 752

Exhibit "G.1"

Maintenance and Security Pro-Rata Share Summary

EXHIBIT "G.1" MAINTENANCE AND SECURITY PRO-RATA SHARE SUMMARY

Location		SBCTA	City	Omnitrans	
	Commuter Rail Station-Platforms Area: <u>Maintenance</u>	0%	100%	0%	
- A:	Commuter Rail Station-Platforms Area: <u>Security</u>	0%	100%	0%	
<u>Area A:</u>	Commuter Rail Station-Crew House Building: Maintenance	100%	0%	0%	
	Commuter Rail Station-Crew House Building: <u>Security</u> (Not provided inside the building)	100%	0%	0%	
Area B:	Omnitrans Bus Facility: <u>Maintenance</u>	0%	0%	100%	
Area	Omnitrans Bus Facility: <u>Security</u>	0%	0%	100%	
Area C:	Shared Use Parking Lot: <u>Maintenance</u>	14%	78%	8%	
Area	Shared Use Parking Lot: <u>Security</u>	14%	78%	8%	
Area D:	Detention Basin: <u>Maintenance</u>	10%	28%	62%	
Area	Detention Basin: <u>Security</u> (Not required)	NA	NA	NA	

8

		General Con	tract Information		
Contract No: 20-1	1002253 Ameno	dment No.:			
Contract Class:	Payable	Department:	Trans	sit	
Vendor No.: 01	901 Vend	or Name: <u>City of Sa</u>	n Bernardino		
Description: Coop	erative Agreeme	nt for the Maintena	nce and Security of 1	Tippecanoe Station	
List Any Related Contract	t Nos.:				
		Dolla	ar Amount		
Original Contract	\$	-	Original Contingend	су	\$-
Prior Amendments	\$	-	Prior Amendments		\$-
Prior Contingency Releas	sed \$	-	Prior Contingency F	Released (-)	\$ -
Current Amendment	\$	-	Current Amendmer	nt	\$ -
Total/Revised Contract \	Value \$	-	Total Contingency	Value	\$ -
	Tota		Contract Value and (Contingency)	\$-
			Authorization		
Board of Directors		0/07/2022	Boar		Item # <u>8046</u>
Othor (Contracts	ontract Managemer Sole So	nt (Internal Purposes urce? No	-	lget Adjustment
Zero Dollar		MOU/COOP/JP/			N/A
			nts Payable		
Estimated Start Date:	TBD		: 12/31/2039	Revised Expiratio	n Date:
NHS: N/A	QMP/QAP:		revailing Wage:	– N/A	
Sub- Fund Prog Task Task	Object Revenue	РА	· · · ·	tal Contract Funding:	Total Contingency:
GL: GL: GL: GL: GL: GL: GL: GL: GL: GL:					
			Vic	tor Lopez	
Ryan Aschen	brenner		VIC		

AGREEMENT NO. 20-1002253

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF SAN BERNARDINO

FOR

TIPPECANOE STATION OPERATIONS AND MAINTENANCE AGREEMENT

THIS AGREEMENT ("GREEMENT") is hereby made, entered into and effective on the date the last PARTY signs it, by and between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY ("SBCTA") and the CITY OF SAN BERNARDINO ("CITY"). SBCTA and CITY are sometimes individually referred to as "PARTY" and collectively referred to as the "PARTIES."

WHEREAS, the CITY and SBCTA previously entered into a Memorandum of Understanding, SBCTA Contract No. 15-1001182, dated September 16, 2015, with regard to planning, design, construction, operation and maintenance as they relate to the PARTIES' responsibilities for planning, design, construction, operation, and maintenance of the Redlands Passenger Rail Project ("PROJECT"); and

WHEREAS, the PARTIES desire to enter into this AGREEMENT to further define the roles and responsibilities of the PARTIES for the maintenance and security of the Tippecanoe Station; and

WHEREAS, after this AGREEMENT has been in effect for 18 months, the PARTIES will meet and evaluate the performance and costs of the security service provided under this AGREEMENT, and will mutually agree upon any revisions needed to the level of effort for security provided under this AGREEMENT; and

NOW, THEREFORE, the PARTIES hereby mutually agree as follows:

<u>I.</u> DEFINITIONS

1.1. <u>Definitions</u>. As used in this AGREEMENT, the following terms, phrases, words and their derivations, shall have the meanings set forth herein. Words used in the present tense include the future tense, words used in the singular shall include the plural, and plural words shall include the singular. Words not specifically defined shall be given their common and ordinary meaning.

- a. "Non-Operating Property" shall refer to such real property and facilities, excluding Operating Property, on which the Commuter Rail Station is situated, shown as Area "A" on Exhibit "A", Property. Non-Operating Property shall also include the Standard Platform and the Kiss and Ride.
- b. "Operating Property" shall refer to the real property owned by SBCTA that is used for railroad operations, including but not limited to railroad trackage right-of-way, rails, ties and ballast, shown as Area "B" on Exhibit "A", Property.
- c. "Standard Platform" shall refer to that certain type of rail passenger platform, the size, dimensions, and materials of which are set forth in more particular detail in Exhibit "B", Standard Platform, and is inclusive of fixtures upon the Station Platform, including but not limited to canopy structures.
- d. "Station Site" shall refer to SBCTA's real property, purchased from the Atchison, Topeka and Santa Fe Railway Company and/or other persons, upon which the subject Tippecanoe Station is built, as shown on Exhibit "A", Property.
- e. "Commuter Rail Station" shall refer to the commuter rail passenger terminal and all Operating Property and Non-Operating Property associated therewith. The Commuter Rail Station is shown as Area "A" and Area "B" on Exhibit "A," Property.
- f. "SCRRA" shall refer to the Southern California Regional Rail Authority.
- g. "Betterments" shall refer to facilities which are not required for the PROJECT nor by CITY zoning or building regulations, but rather are enhancements to the PROJECT.
- h. "Kiss and Ride" shall refer to the paved turn-out on the west side of Tippecanoe Avenue north of Victoria Avenue.
- i. "Arrow" shall refer to the commuter rail service operated by SCRRA.

<u>II.</u> PURPOSE OF COOPERATIVE AGREEMENT

2.1. <u>Maintenance and Security of the Commuter Rail Station</u>. The purpose of this AGREEMENT shall be to provide for the maintenance and security of the Commuter Rail Station.

III. OWNERSHIP OF PROPERTY

- **3.1.** <u>Commuter Rail Station Vesting of Title</u>. The PARTIES agree that title to the Commuter Rail Station shall be held as follows:
 - a. CITY shall hold easements for the Non-Operating Property, including a permanent easement acquired for the PROJECT for the Kiss and Ride and walkway improvements leading to the Station Platform, located in the Tippecanoe Avenue public right of way.

b. SBCTA shall hold title the railroad right of way, including the portion upon which the Commuter Rail Station is located, shown as Area "A" on Exhibit "A".

IV. TERM OF AGREEMENT

4.1. <u>Term</u>. The term of this AGREEMENT is hereby effective on the date the last PARTY signs it, and shall continue thereafter until terminated as provided for in Article XV - <u>Termination of Agreement</u>.

<u>V.</u> COMMUTER RAIL STATION

- **5.1.** <u>Maintenance of Commuter Rail Station</u>. CITY shall oversee the maintenance of the Commuter Rail Station Non-Operating Property except as stated in Section 5.1.c. The Commuter Rail Station platform maintenance areas are shown as Area "A", Commuter Rail Station Non-Operating Property, on Exhibit "A", Property.
 - a. CITY shall arrange for and provide the maintenance of the Commuter Rail Station platform areas as set forth in Exhibit "C", Maintenance Schedule.
 - b. CITY shall be **100%** responsible for all costs required to operate and maintain the Commuter Rail Station Non-Operating Property, including, but not limited to, the costs of real property and liability insurance, maintenance of the Standard Platforms, signage, security, perimeter landscaping, and lighting.
 - c. PARTIES understand and agree that SCRRA is solely responsible for all costs required for SCRRA to operate and maintain the CCTV Security Cameras, Commuter Information System (CIS), and Ticket Vending Devices (TVD) located within these obligations; neither CITY nor SBCTA shall be held responsible for the operation or maintenance of such facilities.
- **5.2.** <u>Commuter Rail Station Security</u>. CITY shall arrange for and provide security to the Commuter Rail Station Non-Operating Property.
 - a. CITY shall be **100%** responsible for all costs to provide security to the Commuter Rail Station Non-Operating Property.
 - b. CITY shall arrange for the provision of security for the Commuter Rail Station Non-Operating Property to ensure customer safety during commuter periods. Security shall be provided by uniformed guards from 30 minutes before the first train is scheduled to arrive until 30 minutes after the last scheduled train departs.
 - c. The "Level of Security" to establish minimum security requirements shall be jointly developed by the PARTIES. CITY station security responsibilities shall not extend to security inside the trains. SBCTA is supportive of CITY, or its security contractor, being allowed to enter the trains to follow a person of interest relevant to the provision of security at the station. The PARTIES agree to meet and confer no later than eighteen (18) months after the start of revenue service to jointly re-examine the minimum-security requirements for the Commuter Rail Station Non-Operating Property.

- **5.3.** <u>License</u>. For the term of this AGREEMENT, CITY has a license to enter the portion of the railroad right of way upon which the Commuter Rail Station Site Non-Operating Property improvements are located expressly for the purpose of carrying out CITY's duties and obligations hereunder and to operate and maintain the Non-Operating facilities located upon SBCTA's right-of-way, including but not limited to, the Standard Platforms.
- **5.4.** <u>First Two Years Costs</u>. Notwithstanding the CITY's responsibility for costs in Section **Error! Reference source not found.** and 5.2 above, SBCTA shall be responsible for 100% of the CITY's costs described therein for the first two years, commencing with the inauguration of the Arrow Service.

VI. COMMUTER RAIL STATION BETTERMENTS

6.1. <u>Maintenance of the Commuter Rail Station Betterments</u>. At the time of execution of this AGREEMENT, no Betterments are contemplated or obligated for the Commuter Rail Station. Plans for any Betterments requested, shall be submitted to SBCTA for approval, which approval shall not be unreasonably withheld or delayed; CITY shall construct such Betterments, at its sole cost, and shall provide, at its sole cost, security and maintenance of said Betterments.

<u>VII.</u> PARKING LOT

7.1. <u>Reservation of Parking</u>. At the time of execution of this AGREEMENT, no parking is contemplated for the Commuter Rail Station, nor is any future obligation to provide parking contemplated.

<u>VIII.</u> INSURANCE

- **8.1.** SBCTA shall obtain real property insurance for the Standard Platforms, the cost of which shall be shared equally between SBCTA and CITY. For example, if the insurance premium attributed to insuring the Standard Platforms at the Commuter Rail Station was determined to be \$1,000 one year, then CITY shall reimburse SBCTA \$500 for that year's cost of real property insurance for the Standard Platforms.
- **8.2.** CITY shall be responsible for securing and maintaining real property insurance or selfinsurance which covers Non-Operating Property which is not otherwise insured by SBCTA pursuant to Section 8.1 with coverage types and limits consistent with CITY insurance of similar assets. CITY shall be responsible for 100% of the cost of the insurance required under this Section 8.2. CITY shall add SBCTA as an additional insured on all property insurance covering said property.

IX. FISCAL YEAR

9.1. <u>Fiscal Year</u>. The fiscal year of this AGREEMENT shall begin on the first day of July each year and end the last day of June the following year.

<u>X.</u> INVOICES AND ACCOUNTING

- **10.1.** <u>Accounting</u>. Each PARTY shall make the relevant portions of its accounting books and records available to the other PARTY at any time during the term of this AGREEMENT upon reasonable prior written notice.
- **10.2.** <u>Invoicing</u>. CITY shall, within thirty (30) calendar days of receipt thereof, pay any invoice for costs incurred by SBCTA or SCRRA for which CITY is responsible for pursuant to this AGREEMENT.

XI. DISTRIBUTION OF PROPERTY

- **11.1.** <u>Distribution of Property</u>. Upon termination of this AGREEMENT, vesting of title to the railroad right of way shall remain in SBCTA's name and easement interests appurtenant to Tippecanoe Avenue and the Kiss and Ride shall remain in CITY's name.
- **11.2.** <u>Distribution to Parties</u>. Except as provided in Section 11.1-<u>Distribution of Property</u>, all proceeds that may accrue to the PARTIES under this AGREEMENT shall be distributed to the PARTIES in equal shares.

<u>XII.</u> NOTICES

12.1. <u>Notices to PARTIES</u>. All notices, consents, directions, approvals, instructions, requests, and other communications regarding this AGREEMENT shall be in writing, shall be addressed to the persons and addresses set forth below, and shall be (i) deposited in the United States Postal Service mail, first class, certified with return receipt requested and with appropriate postage, or (ii) hand delivered. From time to time, each of the PARTIES may designate a new address for purposes of the Article by providing notice to the other signatory as provided in this Section 12.1.

To CITY:	City Manager
	City of San Bernardino
	Vanir Tower
	290 North D Street
	San Bernardino, CA 92401

- With a Copy to: City Attorney City of San Bernardino Vanir Tower 290 North D Street San Bernardino, CA 92401
- To SBCTA: Director of Transit & Rail Programs San Bernardino County Transportation Authority 1170 W. Third Street, 2nd Floor San Bernardino, CA 92410
- With a Copy to: General Counsel San Bernardino County Transportation Authority 1170 W. Third Street, 2nd Floor San Bernardino, CA 92410

All notices shall be deemed to have been given: If sent by US certified mail, return receipt requested, three (3) business days following deposit with the United States Postal Service; if by overnight delivery service, courier, or other personal delivery upon receipt. Notice to a PARTY shall not be effective unless and until each required copy of such notice is given to said PARTY as provided above in this Section 12.1. In the event of inability to deliver a notice because of a changed address of which no notice was given, or any rejection or other refusal to accept any notice, receipt shall be deemed made as of the date which the United States Postal Service endorses the notice as undeliverable and consequently returns the notice to the sender. Any notice to be given by any PARTY may be given by legal counsel for such PARTY.

XIII. MISCELLANEOUS

- **13.1.** <u>Consents and Agreements</u>. Any and all consents and agreements provided for or permitted by this AGREEMENT shall be in writing, and a signed copy thereof shall be filed and maintained by each PARTY in its official records together with this AGREEMENT. Whenever consent or approval of any PARTY is required, that PARTY shall not unreasonably withhold or delay such consent or approval.
- **13.2.** <u>Sole and Only Agreement</u>. This AGREEMENT contains the sole and only agreement of the PARTIES as to the subject of this AGREEMENT and correctly sets forth the rights, duties, and obligations of each PARTY to the other as of this date. To the extent any prior agreements, negotiations and/or representations are not expressly set forth in

this AGREEMENT, they are superseded.

- **13.3.** <u>Amendments</u>. This AGREEMENT may be amended or modified only by an instrument in writing, signed by the PARTIES.
- **13.4.** <u>Severability</u>. If any one or more provisions contained in this AGREEMENT shall be held invalid or illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- **13.5.** <u>Headings and Subtitles</u>. Headings and subtitles of this instrument have been used for convenience only and do not constitute matter to be considered in interpreting this AGREEMENT.
- 13.6. Indemnity. Each PARTY hereto covenants and agrees to release, indemnify, defend, and hold harmless the other PARTY hereto, its affiliates and their respective members, commissioners, officers, directors, employees, agents, consultants, contractors, permittees, licensees, successors and assigns, to the maximum extent permitted by law, from and against all liability, loss, claims, suits, damages (including consequential damages), costs, judgments and expenses (including, without limitation, any fines, penalties, judgments, litigation expenses, and experts' and attorneys' fees), that arise, directly or indirectly, from, asserted against or incurred by reason of, resulting in any manner from, or relating in any manner to: (a) the acts or omissions of the indemnifying PARTY, its employees, contractors or agents relating to this AGREEMENT and the performance of the duties set forth herein; (b) any claims by third parties arising from or relating to or in connection with the breach or alleged breach of any of the provisions hereof by the indemnifying PARTY; (c) acts or omissions of any firm employed by the indemnifying PARTY to perform any portion of the duties or obligations contained herein; (d) completed operations liability or other personal injury claims which may be asserted arising from respective passenger rail services; except, in each case, to the extent caused or contributed to by the gross negligence or the intentional or willful misconduct of the indemnified PARTY. Each PARTY shall obtain and maintain during the time this AGREEMENT is in effect adequate insurance or self-insurance to cover its liability, defense and indemnification obligations, including but not limited to Commercial General Liability, Automobile Liability, Worker's Compensation and Property Insurance, in order to protect itself and the other parties. Each PARTY shall list each other PARTY as additionally insured on their respective Commercial General Liability insurance policies.
- **13.7.** <u>Law of the Jurisdiction and Venue.</u> In the event of any litigation arising out of the terms of this AGREEMENT, the law of the State of California shall apply, and the venue of any such action shall be the Superior Court of the State of California for the County of San Bernardino, San Bernardino District.
- **13.8.** <u>Dispute Resolution.</u> In the event any dispute arises between the PARTIES under or in connection with this AGREEMENT, the dispute shall be resolved by the Executive Director of SBCTA, and the CITY Manager, or their duly authorized representatives, within thirty (30) calendar days after receipt of written notice of said dispute. Said notice shall include a detailed statement of the grounds of the dispute and reasons why the

dispute should be resolved in the disputing PARTY's favor. If the PARTIES fail to resolve the dispute in a manner acceptable to the disputing PARTY, then such dispute may be decided by the court as set forth in Section 13.7, however, nothing in this AGREEMENT shall prevent the PARTIES from engaging in any mutually agreed alternative dispute resolution, including, but not limited to, mediation. Pending resolution of the dispute, PARTIES shall proceed with the performance of this AGREEMENT to the extent practicable.

XIV. DEFAULT AND REMEDIES

- **14.1.** Event of Default. For the purposes of this AGREEMENT, the use of the terms "defaulting PARTY" or "non-defaulting PARTY" are in each case limited to and specific to each Event of Default or Default, independent of any other Event of Default or Default which has or may have occurred. Each of the following shall constitute an "Event of Default":
 - a. A failure by any PARTY to make, or cause to be made, any payment due and payable by said PARTY to the other PARTY on or before the date that any such payment or deposit is due following the expiration of any applicable grace period set forth in the applicable document.
 - b. Failure by any PARTY to perform or observe any of its obligations set forth in this AGREEMENT.
- **14.2.** <u>Opportunity to Cure</u>. Except as provided below, no Event of Default under Section 14.1-<u>Event of Default shall constitute a "Default" until all of the following has occurred and the Event of Default remains uncorrected:</u>
 - a. The non-defaulting PARTY has given written notice to the defaulting PARTY of such Event of Default, specifying the particular facts and circumstances that constitute an Event of Default. However, failure to provide notice of Event of Default in accordance with Section 12.1-<u>Notices to PARTIES</u> shall not be deemed to waive any PARTY's rights under this AGREEMENT or applicable law, and may be cured by subsequently providing notice in the required manner;
 - b. The defaulting PARTY has had thirty (30) calendar days after receipt of such written notice to correct the Event of Default. If the defaulting PARTY cannot correct the Event of Default within thirty (30) calendar days, and the non-defaulting PARTY, in its reasonable judgment, consents, the defaulting PARTY may initiate and diligently pursue necessary corrective measures approved by the non-defaulting PARTY. However, any Event of Default must be remedied within one hundred eighty (180) calendar days after its initial occurrence. Should the defaulting PARTY fail to cure the Event of Default within thirty (30) calendar days after receipt of a written notice to correct the Event of Default, or fail to initiate and diligently pursue the approved corrective action within thirty (30) calendar days after receipt of a written notice to correct the Event of Default when the non-defaulting PARTY has reasonably consented to a longer period to cure, or otherwise fails to cure the Event of Default within such time period as the non-defaulting PARTY has reasonably consented to allow, then the Event of Default shall constitute a Default.

- 14.3. <u>Remedies</u>. Whenever any Event of Default becomes a Default pursuant to Section 14.2 -<u>Opportunity to Cure</u>, the non-defaulting PARTY may initiate any corrective action it deems appropriate and may charge the reasonable costs for said corrective actions back to the defaulting PARTY which must be paid in full by the defaulting PARTY no later than thirty (30) calendar days from receipt of the related invoices; additionally the nondefaulting PARTY may take whatever action at law or equity that may appear necessary or desirable to make the non-defaulting PARTY whole or compel the defaulting PARTY to perform as required by this AGREEMENT.
- 14.4. <u>No Remedy Exclusive</u>. No remedy herein conferred upon or reserved to any PARTY is intended to be exclusive of any other available remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy available under this AGREEMENT, at law or in equity. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time-to-time and as often as may be deemed expedient.
- **14.5.** <u>Attorneys' Fees</u>. In addition to any other remedies provided hereunder or available pursuant to law, if any PARTY brings an action or proceeding to enforce, protect or establish any right or remedy hereunder, each PARTY to this AGREEMENT shall bear its own costs, including attorneys' fees
- 14.6. <u>SCRRA Permitting</u>. This AGREEMENT is not in lieu of SCRRA's Permitting and Right-of-Entry process. PARTIES and their respective consultants and contractors are required at all times to follow all SCRRA Temporary Right-of-Entry Agreement ("Form 6") and Rules and Requirements for Construction on Railway Property ("Form 37") requirements for any persons, work or equipment upon the railroad right-of-way and other applicable guidelines and directives. Applicants must submit SCRRA's Form 6 prior to entering or beginning work on railroad right-of-way before SCRRA support services will be scheduled or provided including: Employee-In-Charge (EIC), Flagging, SCRRA cable and signal marking, and SCRRA Safety. SCRRA Form 6 and Form 37 may be found upon the Metrolink website.

XV. TERMINATION OF AGREEMENT

- **15.1.** <u>Acts Constituting Termination</u>. This AGREEMENT shall commence on the date of its execution and shall continue until:
 - a. Mutual agreement of the PARTIES hereto to terminate this AGREEMENT;
 - b. Passenger rail service to the Commuter Rail Station is permanently discontinued; or
 - c. Non-defaulting PARTY provides notice of termination to the defaulting PARTY for the defaulting PARTY's default which has not been cured in accordance with Section-14.2, <u>Opportunity to Cure</u>.
- **15.2.** <u>Distribution on Termination</u>. Upon termination of this AGREEMENT pursuant to Section 15.1, all affairs undertaken or conducted pursuant to this AGREEMENT shall be wound up, the assets liquidated, the debts paid and the proceeds divided among the PARTIES to this AGREEMENT as provided in Article XI-<u>Distribution of Property</u>.

Upon successful termination of this AGREEMENT pursuant to Section 15.1, all duties, obligations and responsibilities of the PARTIES, or any successors to their interests in this AGREEMENT, shall be assumed in the manner as may be provided by mutual agreement or as may be ordered by a court.

<u>XVI.</u> ACCEPTANCE

16.1. <u>Acceptance of Agreement</u>. The PARTIES have approved this AGREEMENT by official actions of their respective governing bodies and accept and agree to the terms set forth as of the date their authorized representatives have signed this AGREEMENT.

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

Attachment: 20-1002253 - Tippecanoe Station Agreement (full packet with Exhibits) (8046 : Station Agreements for San Bernardino, Redlands,

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: ___

Raymond W. Wolfe, Ph.D Executive Director

Date: _____

APPROVED AS TO FORM

By: ___

Julianna K. Tillquist General Counsel

Date: _____

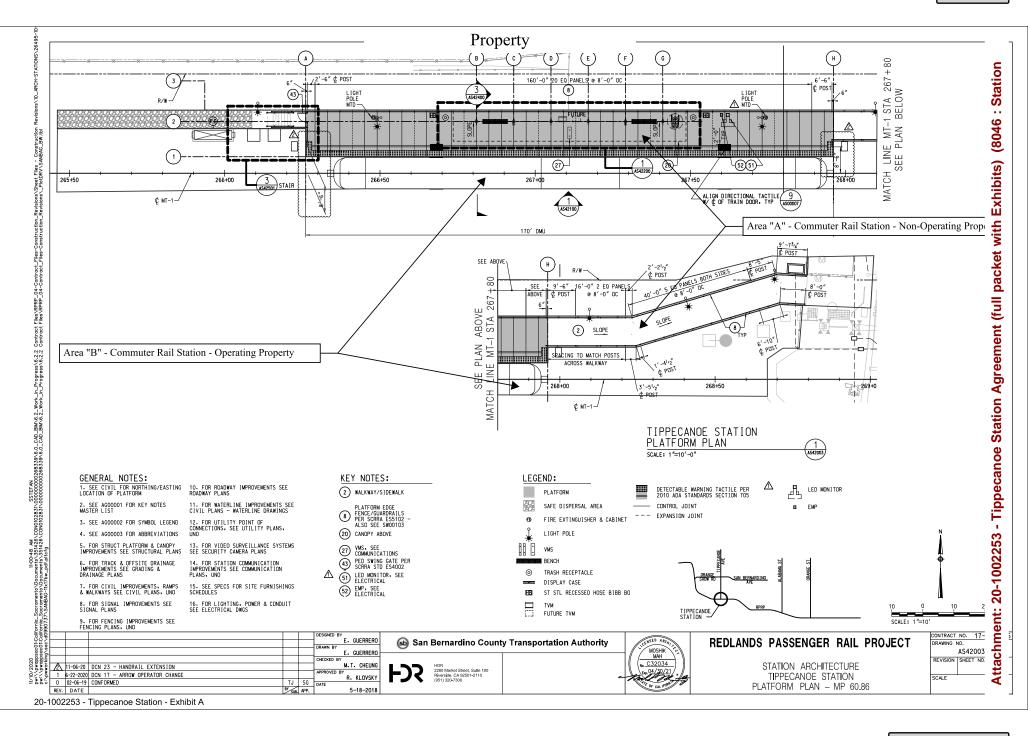
By:		_
	CITY Manager	
Date	:	
API	PROVED AS TO FORM	
API By:	PROVED AS TO FORM	

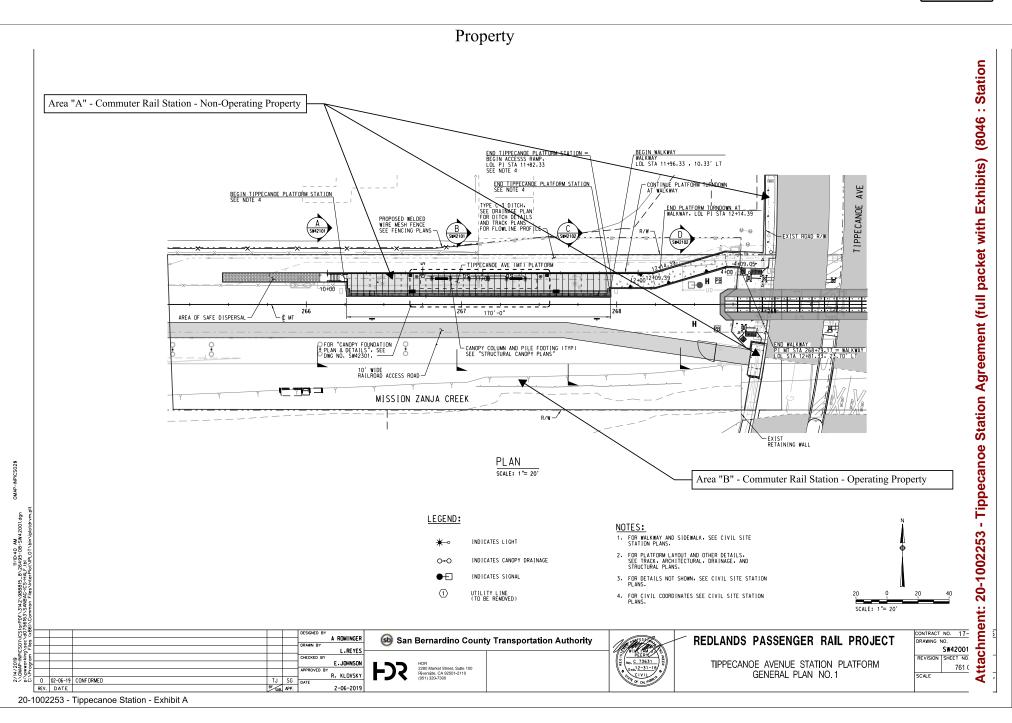
CITY OF SAN BERNARDINO

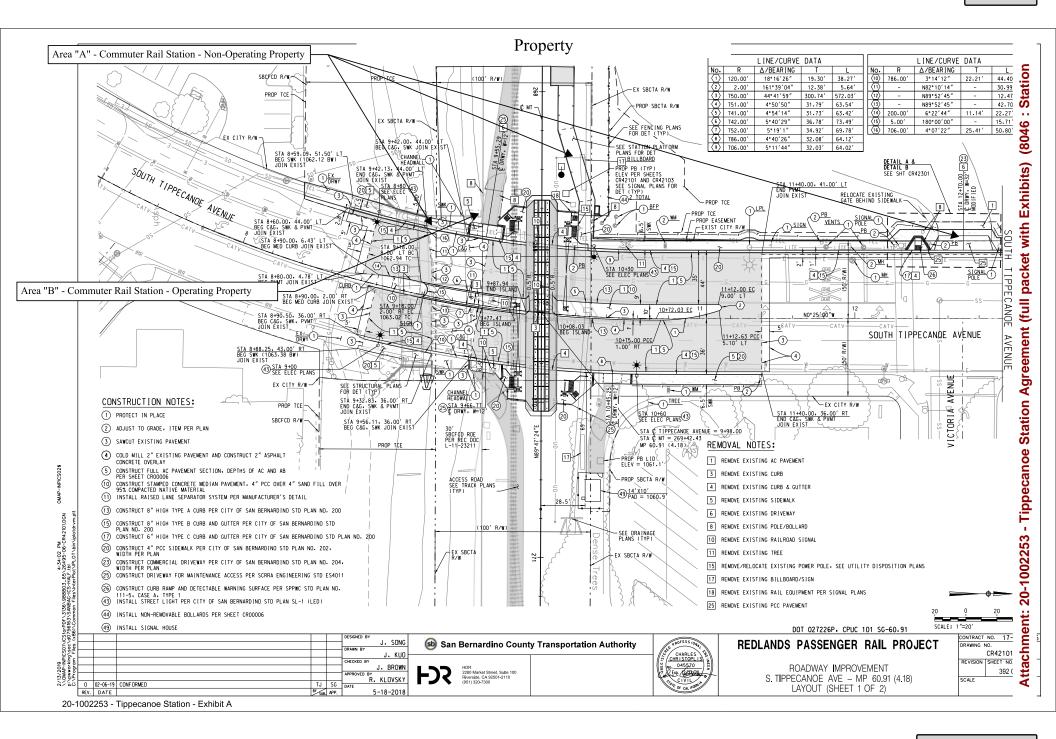
Date:

Exhibit "A"

Property







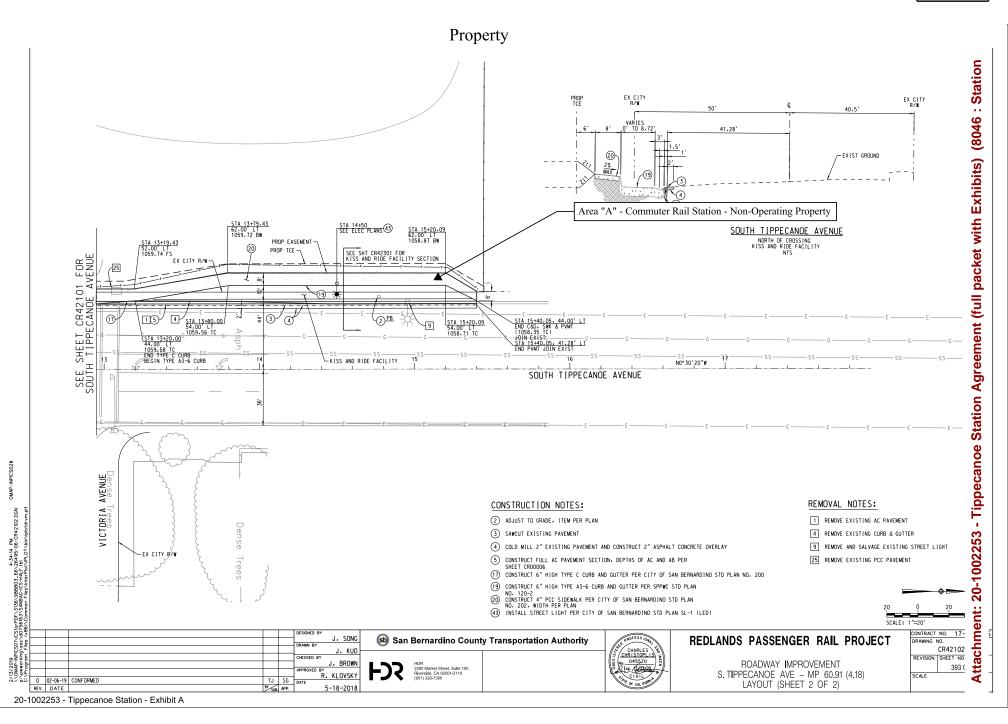
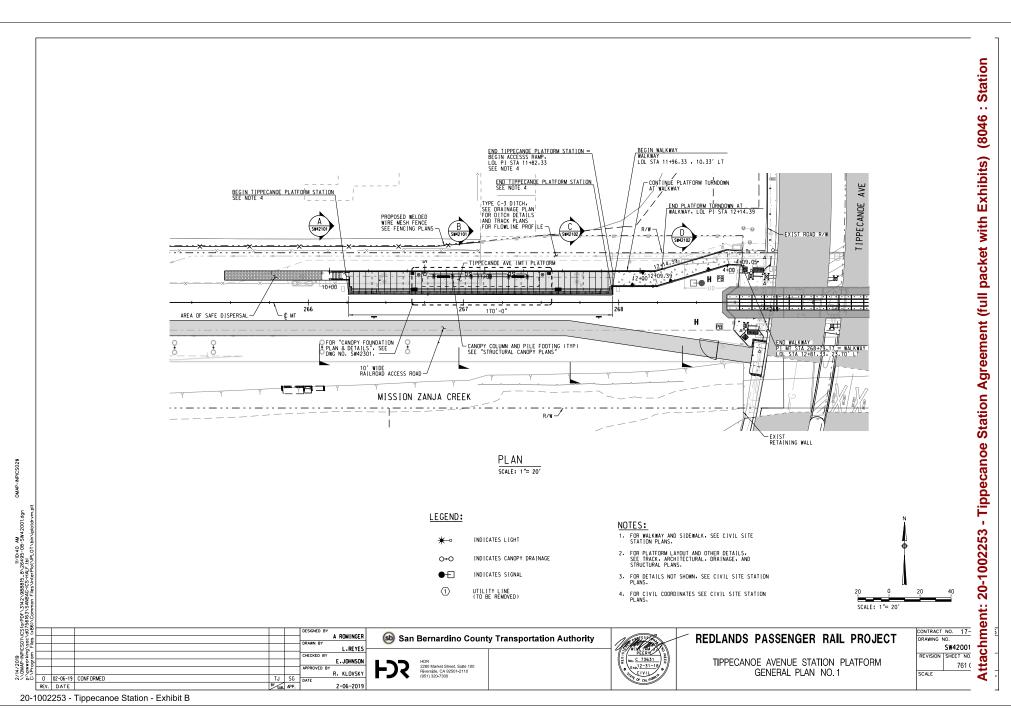
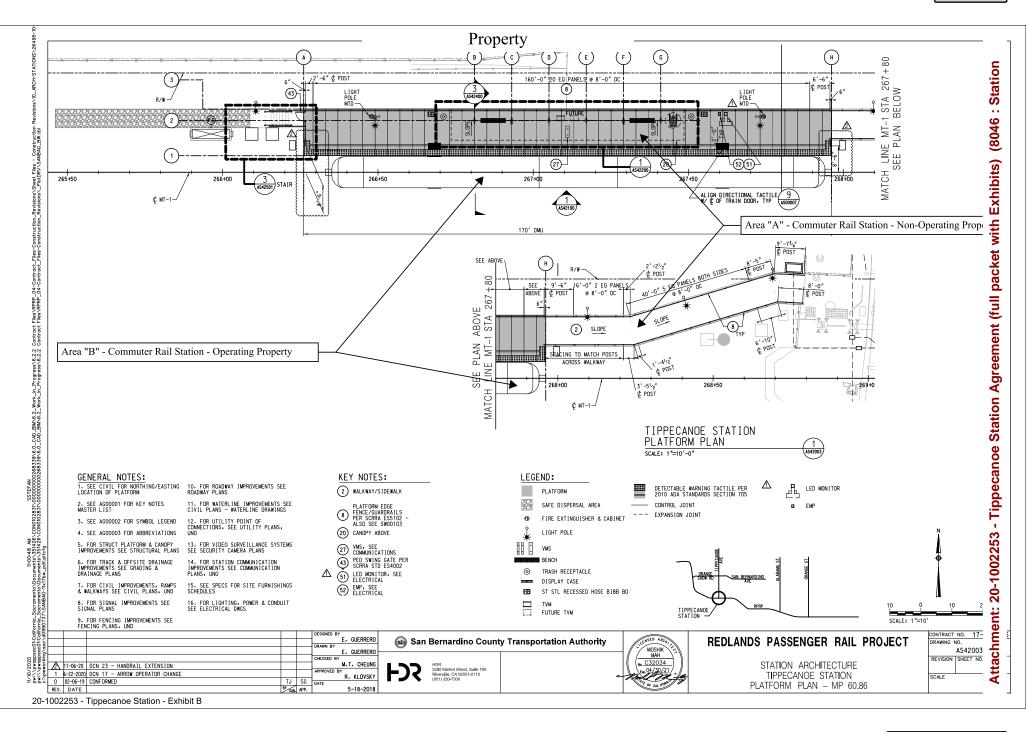
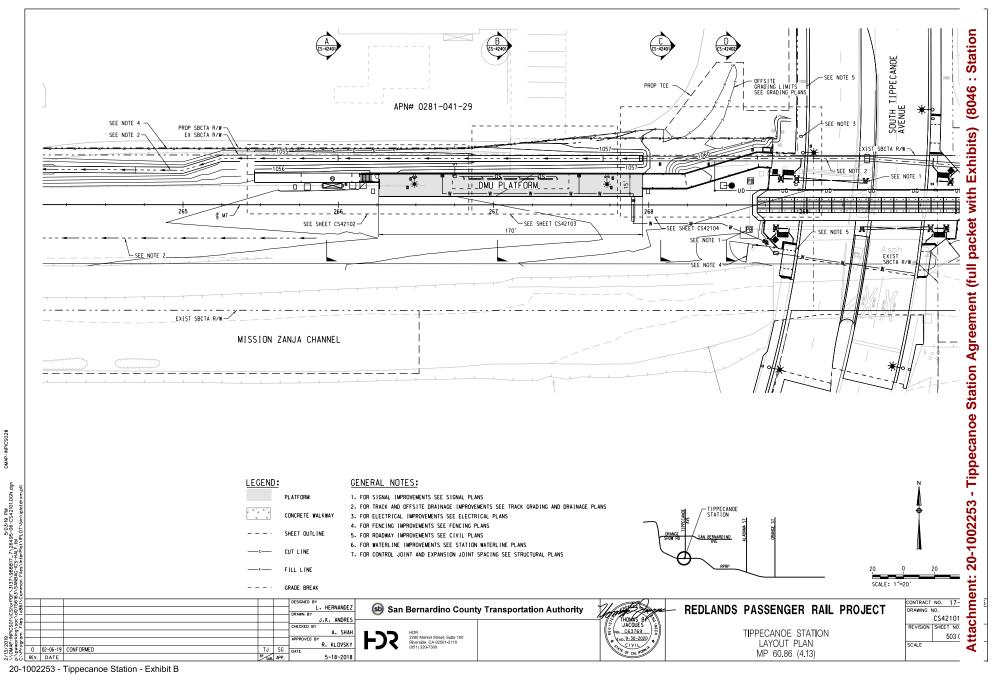


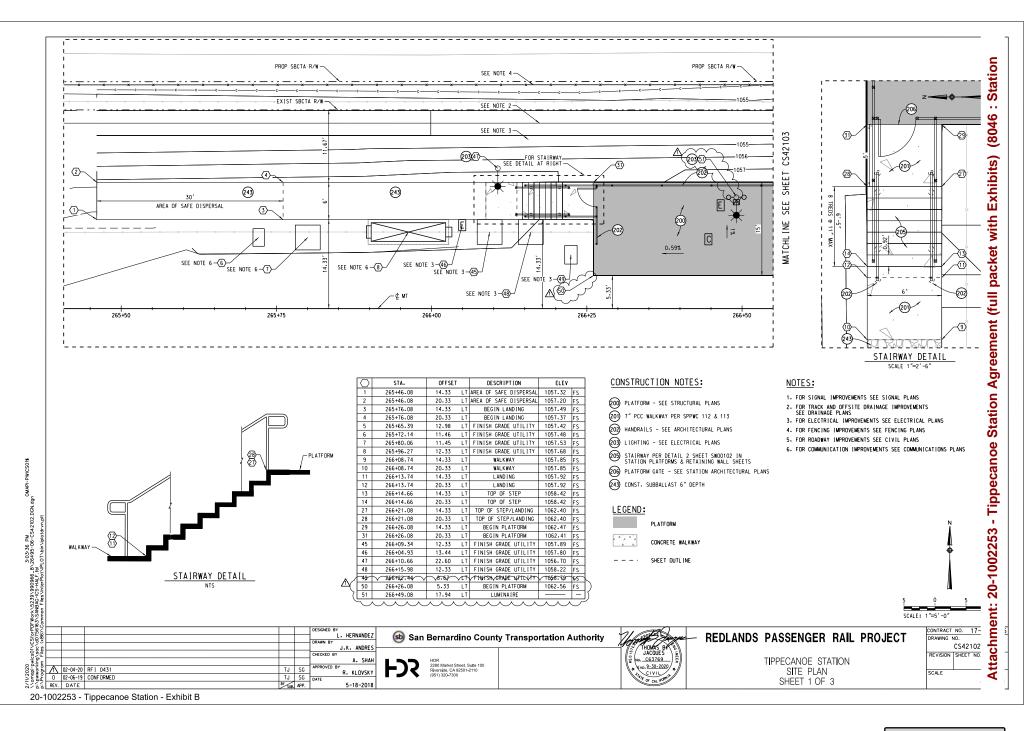
Exhibit "B"

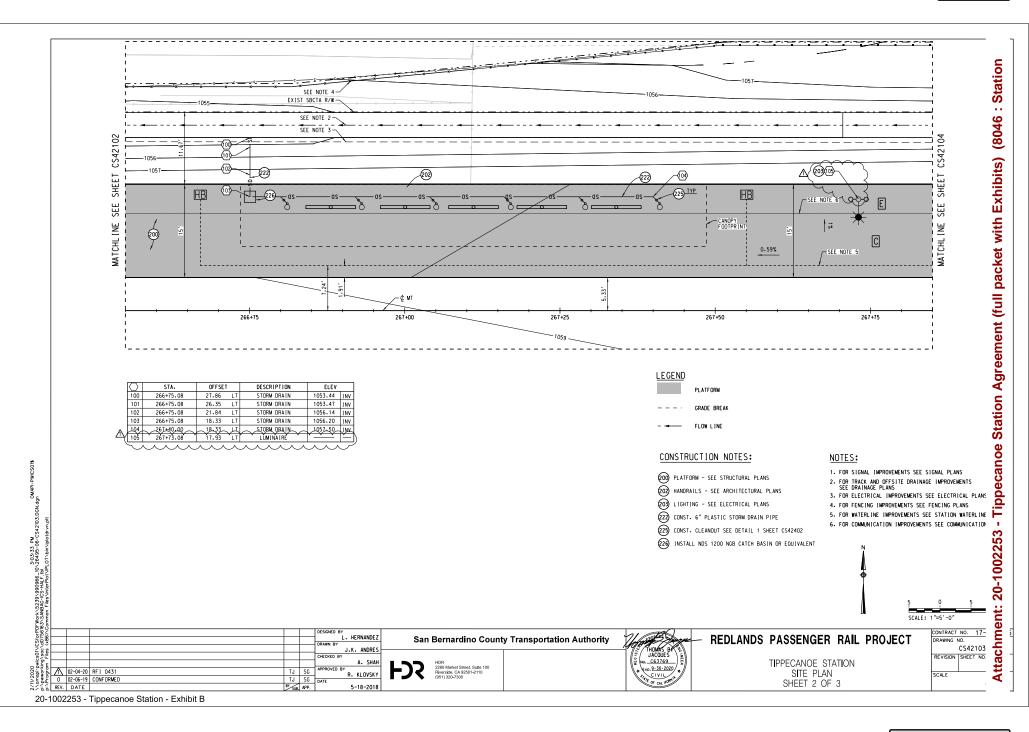
Standard Platform

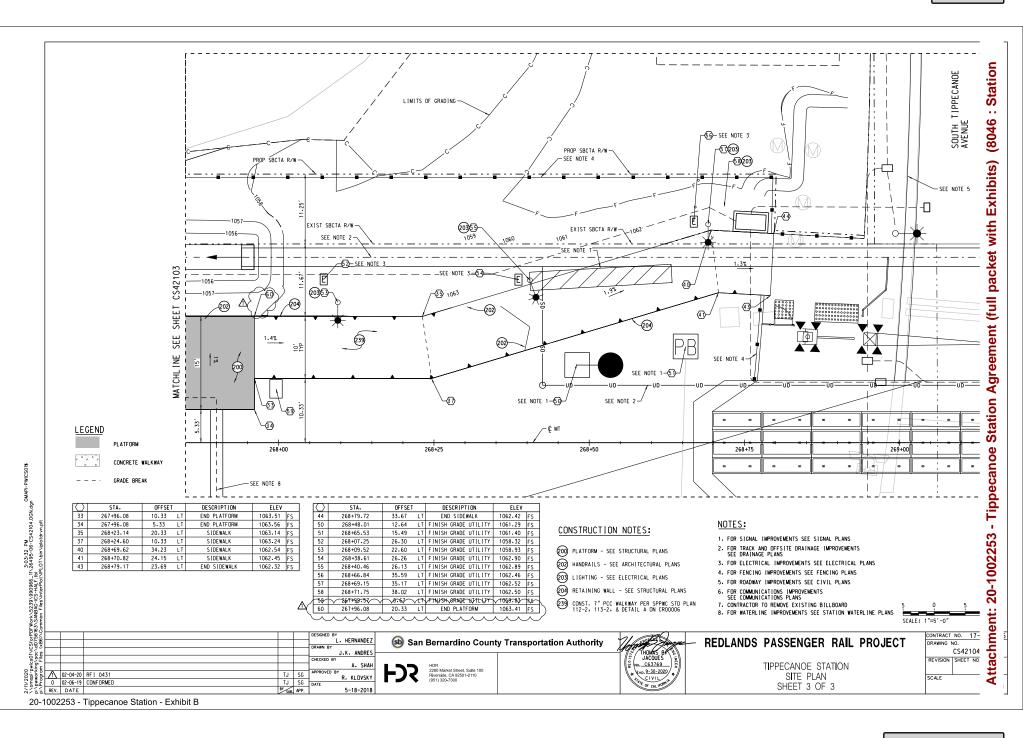


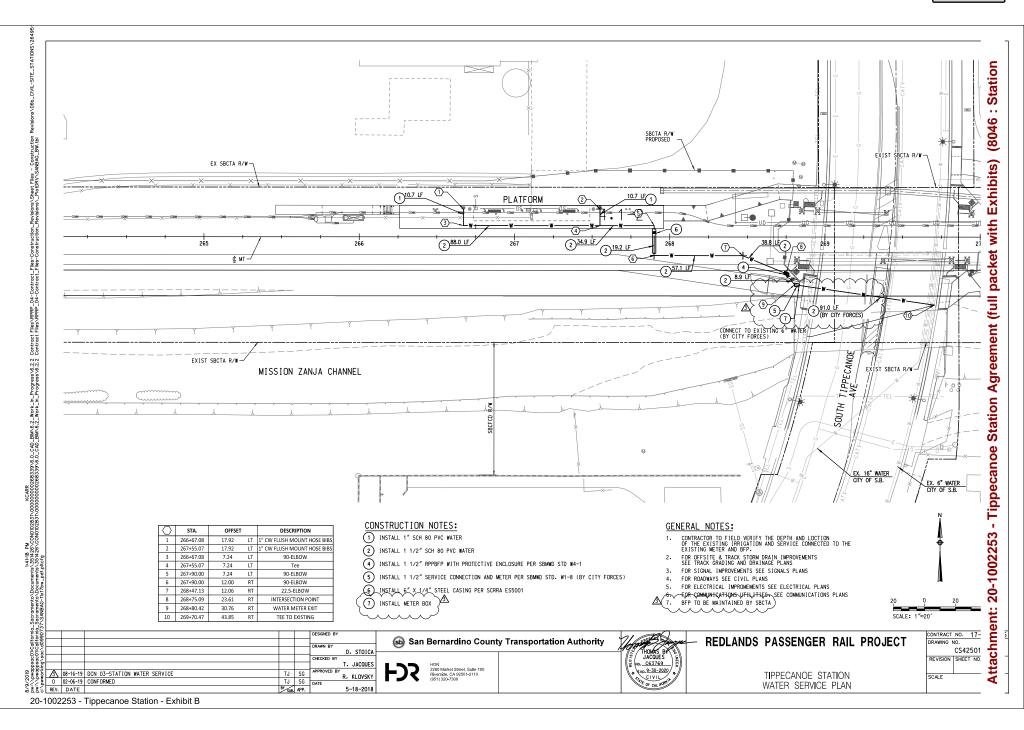


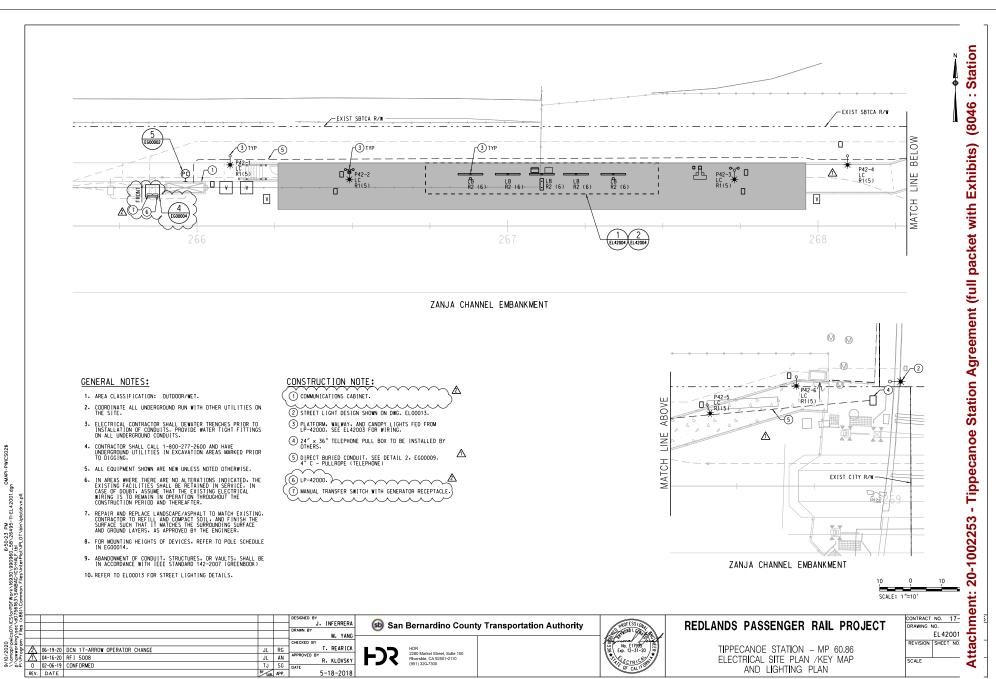




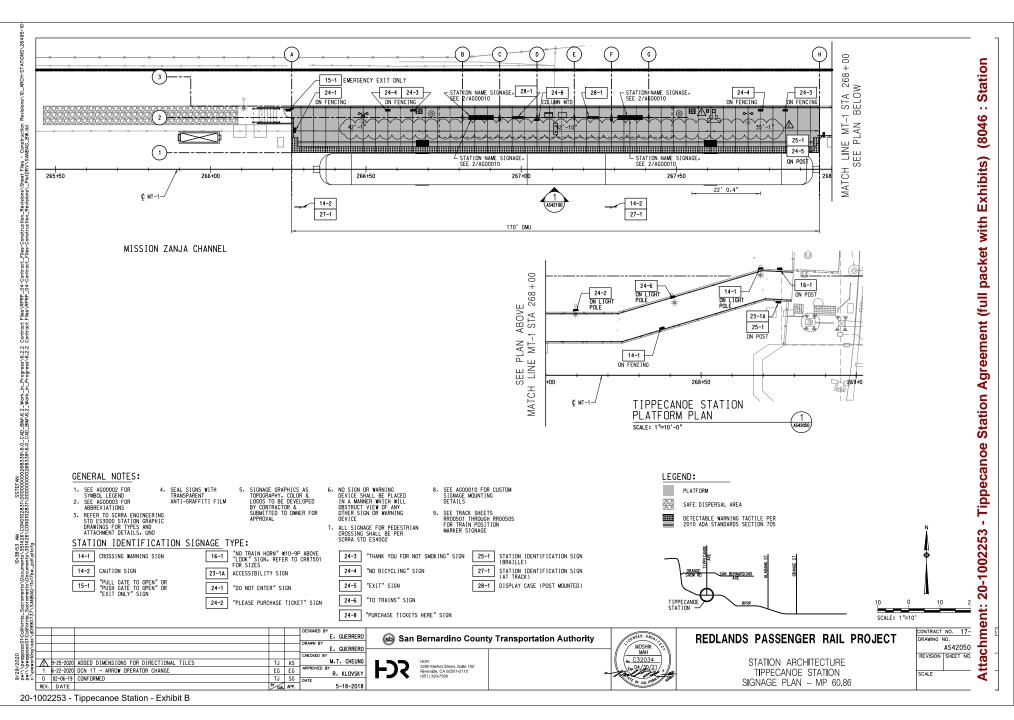


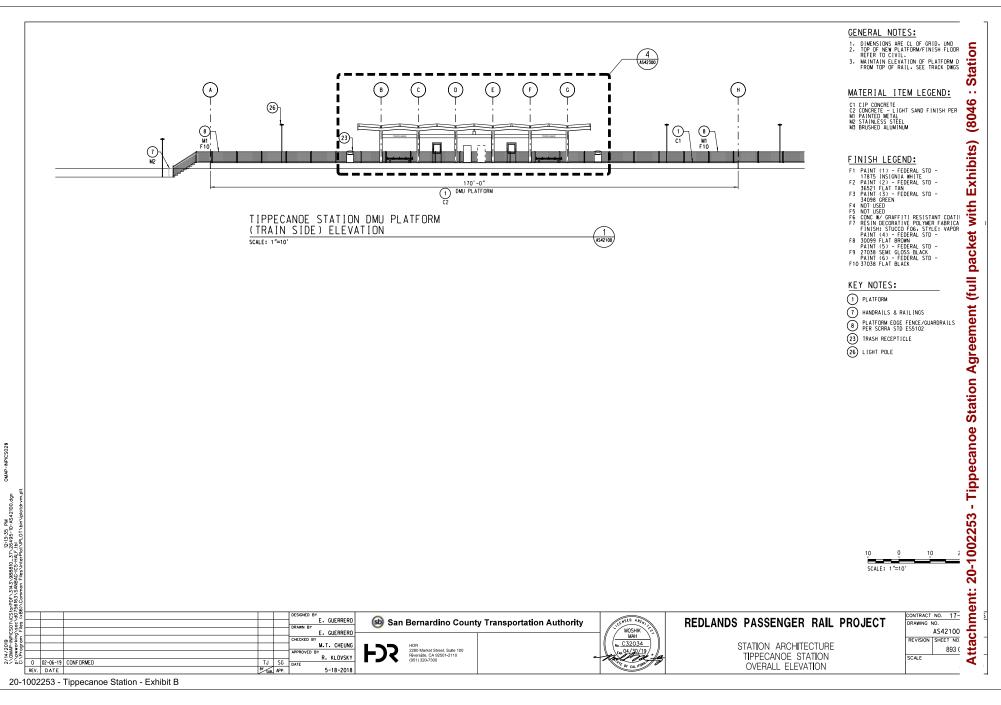


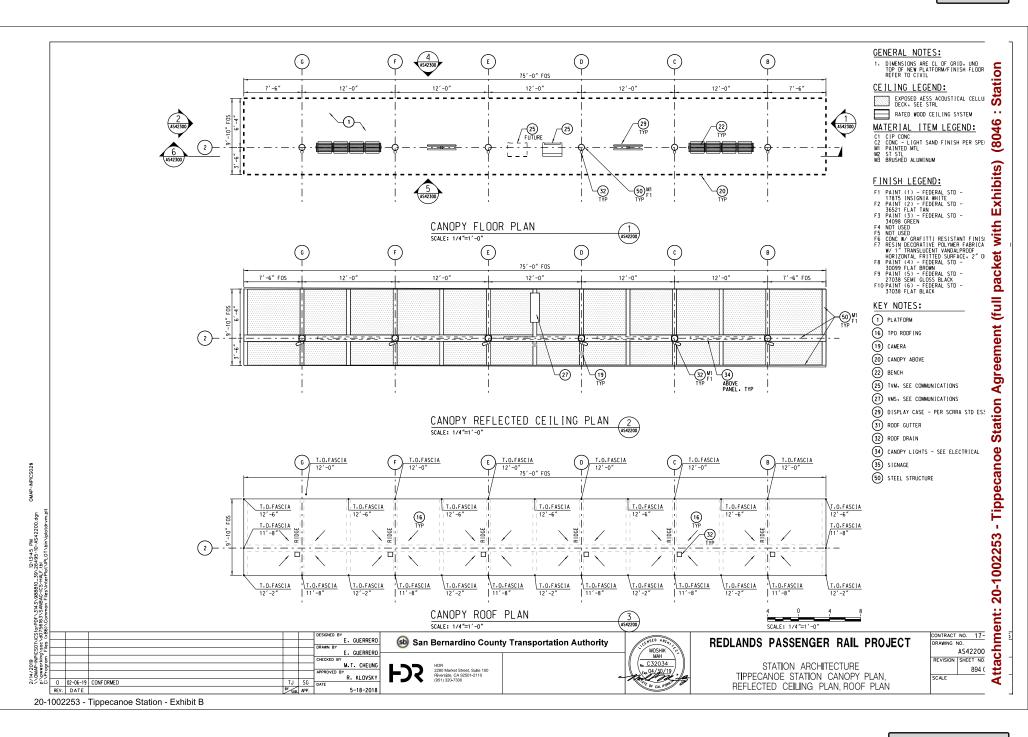


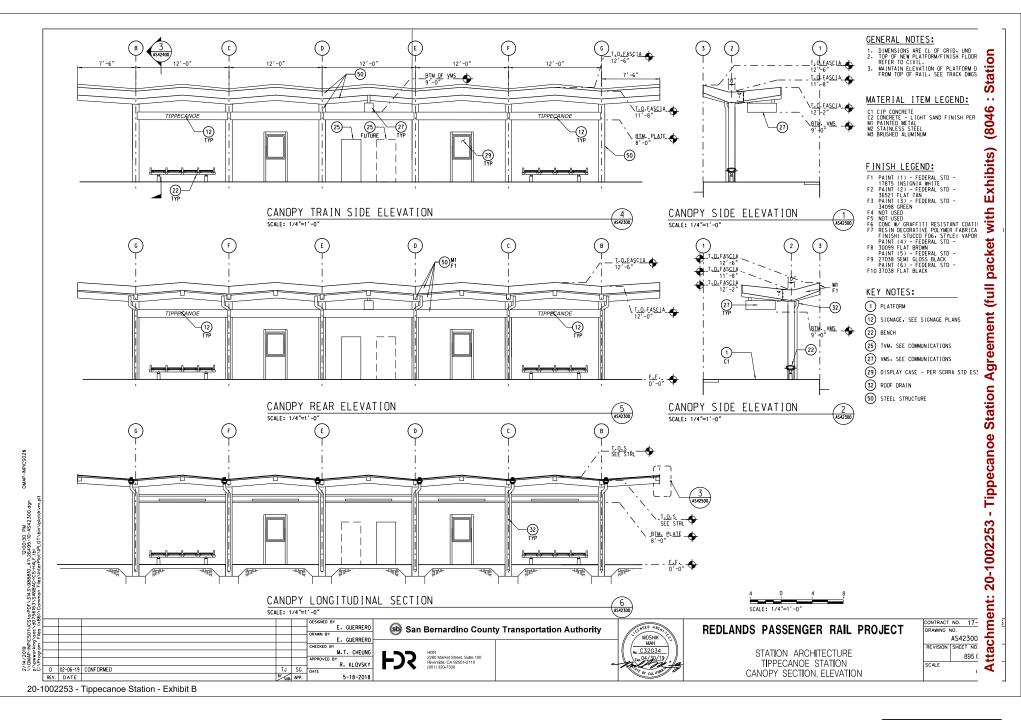


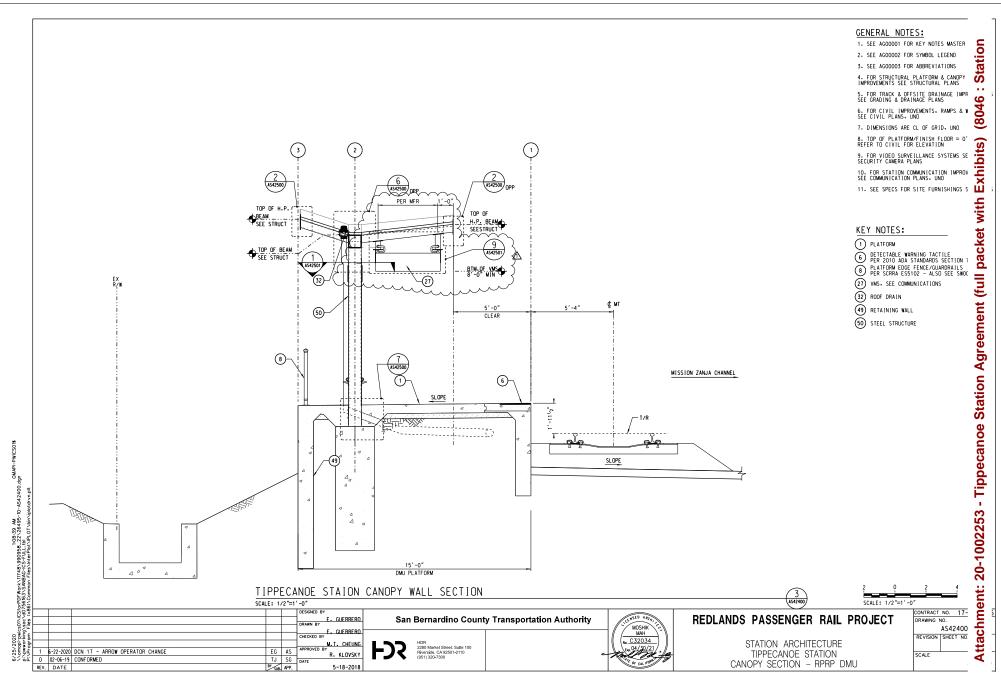
20-1002253 - Tippecanoe Station - Exhibit B



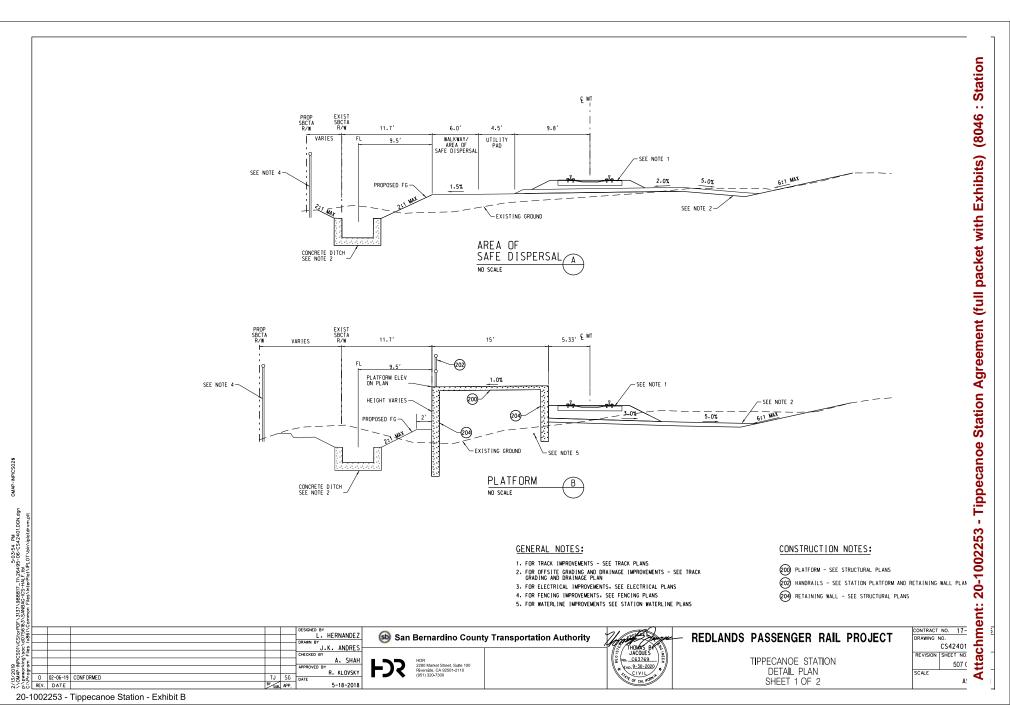


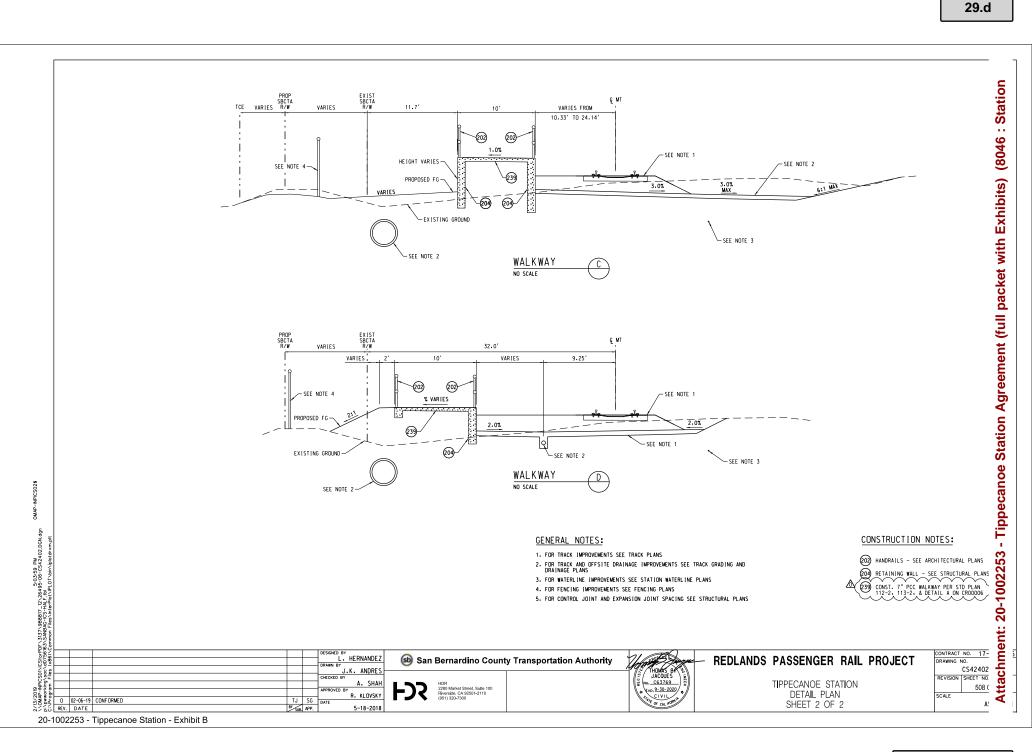


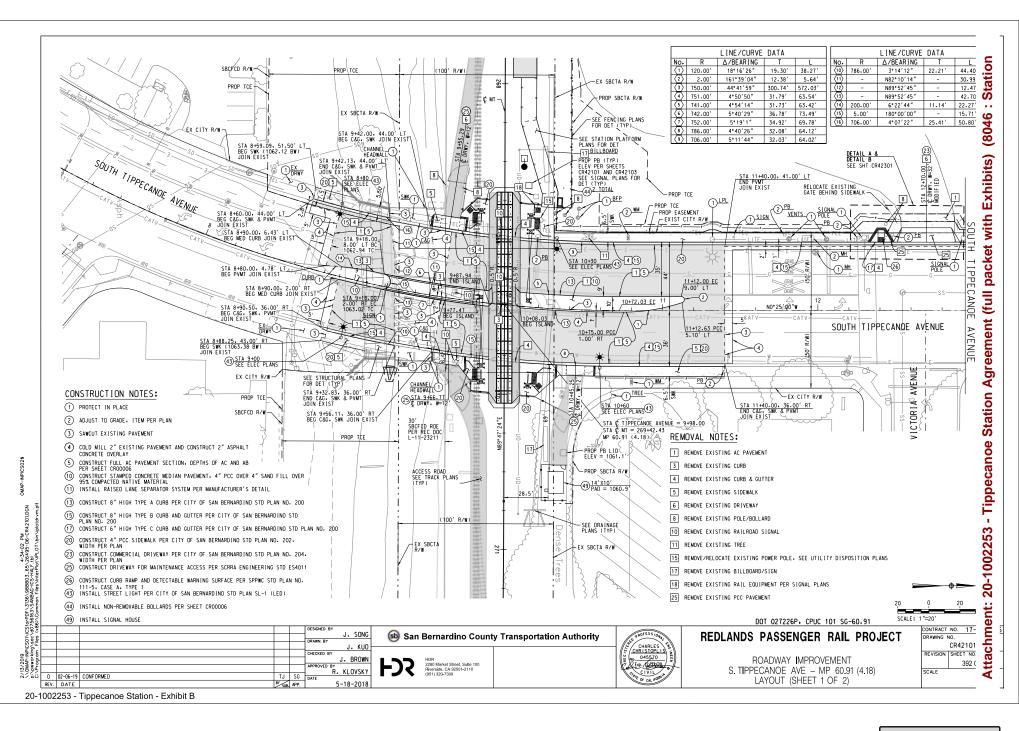




20-1002253 - Tippecanoe Station - Exhibit B







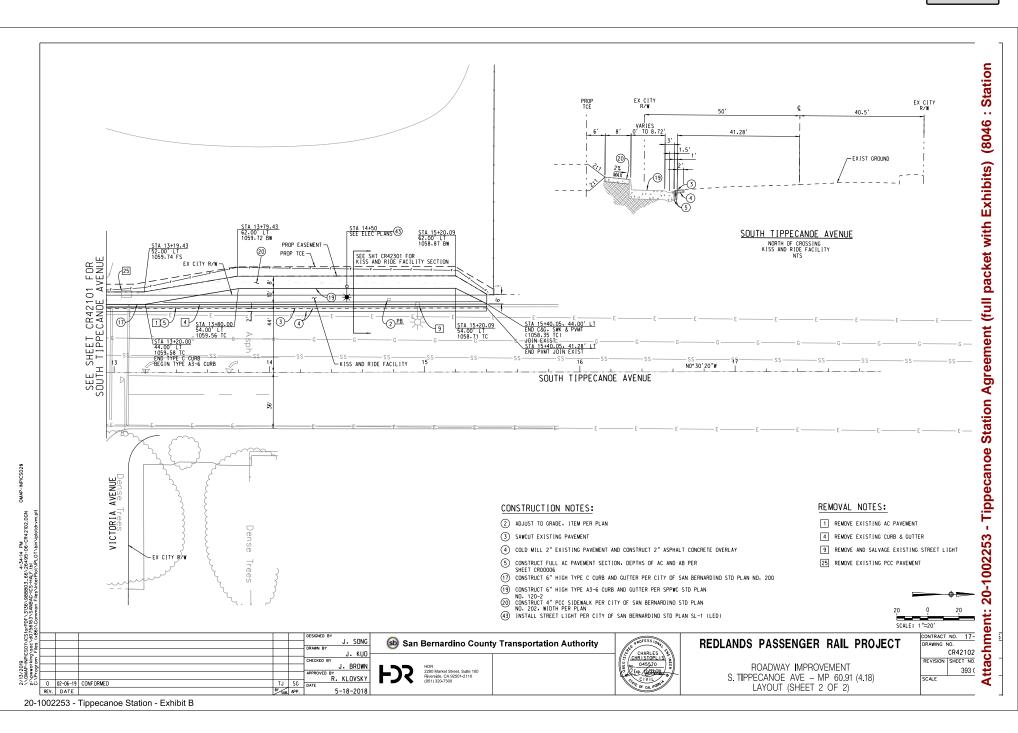


Exhibit "C"

Maintenance Schedule

Maintenance Schedule

ITEM FREQUENCY Landscape/Irrigation Twice Monthly Trash Pickup & Cleanup Daily **Platform Washing** Weekly Graffiti Removal As Needed Plumbing/Electrical Annually or As Needed As Needed Vandalism Repairs Storm Drain System (including inlets) As Needed

Facilities owned or operated by SCRRA located on Non-Operating Property which are outside the scope of this Maintenance Schedule include:

- CCTV Security Cameras
- Commuter Information System (CIS) signs
- Ticket Vending Devices (TVD)

Exhibit "D"

Maintenance and Security Pro-Rata Share Summary

	Location	SBCTA	CITY
<u>Area A:</u>	Commuter Rail Station - Non-Operating Property: <u>Maintenance</u>	0%	100%
	Commuter Rail Station - Non-Operating Property: <u>Security</u>	0%	100%
Area B:	Commuter Rail Station - Operating Property: <u>Maintenance</u>	100%	0%
	Commuter Rail Station - Operating Property: <u>Security</u>	100%	0%

29.d

	General Con	tract Information	n		
02655 Amendr	nent No.:				
Payable	Department:	Tr	ansit		
76 Vendo	r Name: <u>City of Re</u>	dlands			
ative Agreemen	t for the Maintena	nce and Security	of Downtown Redland	ds Station	
los.:					
	Dolla	ar Amount			
\$	-	Original Conting	jency	\$	
Prior Amendments \$			nts	\$	
d \$	-	Prior Contingen	cy Released (-)	\$	
Current Amendment \$			ment	\$	
lue \$	-	Total Continger	ncy Value	\$	
Total I			nd Contingency)	\$	
				Item # 8046	
		-	-	daat Adjustmant	
Other Contracts Zero Dollar				No Budget Adjustment N/A	
TRD			Revised Expirati	on Date [.]	
	<u> </u>	revaining waye.		Total Contingency:	
	PA				
bject Revenue	Level Revenue	Code Name	\$ -	\$ -	
			-	-	
Ryan Aschenbrenner			•		
Project Manager (Print Name) Additional Notes:			anayer (Frint Name)		
	Payable Payable Outer Agreemen Os.: S S S S S S S S S S S S S S S S S S	D2655 Amendment No.: Payable Department: 'é Vendor Name: City of Realised ative Agreement for the Maintena los.:	D2655 Amendment No.:	Payable Department: Transit 6 Vendor Name: City of Redlands ative Agreement for the Maintenance and Security of Downtown Redland los.: Dollar Amount \$ - Current Amendment Iue \$ \$ - Contract Authorization Date: 09/07/2022 Board Contract Management (Internal Purposes Only) ntracts Sole Source? No MOU/COOP/JPA	

AGREEMENT NO. 21-1002655

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF REDLANDS

FOR

REDLANDS – DOWNTOWN STATION OPERATIONS AND MAINTENANCE

THIS AGREEMENT ("AGREEMENT") is hereby made, entered into and effective on the date the last PARTY signs it, by and between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY ("SBCTA") and the CITY OF REDLANDS ("CITY"). SBCTA and CITY are sometimes individually referred to as "PARTY" and are collectively referred to as the "PARTIES."

WHEREAS, the CITY and SBCTA previously entered into a Cooperative Agreement, SBCTA Contract No. C97-026, dated October 1, 1996, with regard to the planning, design, construction, operation and maintenance of the Downtown Redlands Station, including a commitment to make available 200 parking spaces within a quarter mile of a future rail terminal; and

WHEREAS, SBCTA and CITY are parties to a Memorandum of Understanding, SBCTA Contract No. 15-1001047, dated February 12, 2015, as amended April 24, 2019 and July 16, 2018, defining the roles of SBCTA and CITY in design and construction of the Downtown Redlands Station and incorporating CITY-requested betterments into SBCTA's Redlands Passenger Rail Project ("PROJECT"); and

WHEREAS, the PROJECT will now construct both an Arrow Service Platform at the historic Redlands Depot and a Metrolink Platform between Eureka Street and the historic Depot, collectively to be known as Downtown Redlands Station; and

WHEREAS, the PARTIES desire to enter into this AGREEMENT to further define the roles and responsibilities of the PARTIES for the maintenance and security of the Downtown Redlands Station; and

WHEREAS, the CITY has acquired a Parking Easement for 200 parking spaces within a parking structure being constructed immediately north of and adjacent to the Downtown Redlands Station; and WHEREAS, after this AGREEMENT has been in effect for 18 months, the PARTIES will meet and evaluate the performance and costs of the security services provided under this AGREEMENT, and will mutually agree upon any revisions needed to the level of effort for security provided under this AGREEMENT; and

NOW, THEREFORE, the PARTIES hereby mutually agree as follows:

<u>I.</u> DEFINITIONS

- **1.1.** <u>Definitions</u>. As used in this AGREEMENT, the following terms, phrases, words and their derivations, shall have the meanings set forth herein. Words used in the present tense include the future tense, words used in the singular shall include the plural, and plural words shall include the singular. Words not specifically defined shall be given their common and ordinary meaning.
 - a. "Non-Operating Property" shall refer to such real property and facilities, excluding Operating Property, on which the Commuter Rail Station is situated, shown as Area "A" on Exhibit "A," Property. Non-Operating Property shall also include the Standard Platform.
 - b. "Operating Property" shall refer to the real property owned by SBCTA that is used for railroad operations, including but not limited to railroad trackage right-of-way, rails, ties and ballast, shown as Area "B" on Exhibit "A," Property.
 - c. "Standard Platform" shall refer to that certain type of rail passenger platform, the size, dimensions, and materials of which are set forth in more particular detail in Exhibit "B," Standard Platform.
 - d. "Station Site" shall refer to SBCTA's real property purchased from the Atchison, Topeka and Santa Fe Railway Company and/or other persons upon which the subject Station is built, as shown in Exhibit "A," Property.
 - e. "Commuter Rail Station" shall refer to the commuter rail passenger terminal and all Operating Property and Non-Operating Property associated therewith. The Commuter Rail Station is shown as Areas "A" and "B" on Exhibit "A," Property.
 - f. "SCRRA" shall refer to the Southern California Regional Rail Authority.
 - g. "Betterments" shall refer to facilities which are not required for the PROJECT nor required by CITY zoning or building regulations, but rather are enhancements to the PROJECT.
 - h. "Parking Lot" shall refer to the parking lot spaces located within the Parking Easement in the parking structure located immediately north of and adjacent to the Commuter Rail Station, which will serve the Commuter Rail Station. The Parking Lot is shown as Area "C" on Exhibit "A," Property. The Parking Easement is attached to this Agreement as Exhibit "C," Parking Easement.
 - i. "Arrow" shall refer to the commuter rail service operated by SCRRA.

II. PURPOSE OF COOPERATIVE AGREEMENT

2.1. <u>Maintenance and Security of the Commuter Rail Station</u>. The purpose of this AGREEMENT shall be to provide for the maintenance and security of the Commuter Rail Station.

III. OWNERSHIP OF PROPERTY

- **3.1.** <u>Commuter Rail Station Vesting of Title</u>. The PARTIES agree that title to the Commuter Rail Station shall be held as follows:
 - a. SBCTA shall hold title to the Commuter Rail Station shown as Areas "A" and "B" on Exhibit "A".
 - b. CITY shall hold the easement rights set forth in the Parking Easement, Exhibit "C"

IV. TERM OF AGREEMENT

4.1. <u>Term</u>. The term of this AGREEMENT is hereby effective on the date the last PARTY signs it, and shall continue thereafter until terminated as provided for in Article XV - <u>Termination of Agreement</u>.

<u>V.</u> COMMUTER RAIL STATION

- **5.1.** <u>Maintenance of Commuter Rail Station</u>. CITY shall oversee the maintenance of the Commuter Rail Station Non-Operating Property. The Commuter Rail Station platform maintenance areas are shown as Area "A," Commuter Rail Station Non-Operating Property, on Exhibit "A", Property.
 - a. CITY shall arrange for and provide the maintenance of the Commuter Rail Station platform areas as set forth in Exhibit "D," Maintenance Schedule.
 - b. CITY shall be **100%** responsible for all costs required to operate and maintain the Commuter Rail Station Non-Operating Property, including, but not limited to, the costs of liability insurance, maintenance of the Standard Platforms, signage, security, perimeter landscaping, utilities and lighting.
- **5.2.** <u>Commuter Rail Station Security</u>. CITY shall arrange for and provide security to the Commuter Rail Station Non-Operating Property.
 - a. CITY shall be **100%** responsible for all costs to provide security to the Commuter Rail Station Non-Operating Property.
 - b. CITY shall arrange for the provision of security for the Commuter Rail Station Non-Operating Property to ensure customer and vehicle safety during commuter periods. Security shall be provided by uniformed guards from 15 minutes before the first train is scheduled to arrive until 30 minutes after the last scheduled train departs.

- c. The "Level of Security" to establish minimum security requirements shall be jointly developed by the PARTIES. CITY station security responsibilities shall not extend to security inside the trains. SBCTA is supportive of CITY, or its security contractor, being allowed to enter the trains to follow a person of interest relevant to the provision of security at the station. The PARTIES agree to meet and confer no later than eighteen (18) months after the start of revenue service to jointly re-examine the minimum-security requirements for the Commuter Rail Station Non-Operating Property.
- **5.3.** <u>License</u>. For the term of this AGREEMENT, CITY has license to enter upon the Commuter Rail Station Site expressly for the purpose of carrying out CITY's duties and obligations hereunder, and to operate and maintain the Non-Operating facilities located upon SBCTA's right-of-way, including but not limited to, the Standard Platforms.
- **5.4.** <u>First Two Years' Costs</u>. Notwithstanding the CITY's responsibility for costs in Section 5.1 and 5.2 above, SBCTA shall be responsible for 100% of the CITY's Net Costs described therein for the first two years, commencing with the inauguration of the Arrow Service. "Net Costs" as used herein shall mean the CITY's actual cost for performance under Sections 5.1, 5.2, 7.3 and 7.4, less any revenue generated from Parking Fees, should the CITY impose them, as described in Section 7.2.

VI. COMMUTER RAIL STATION BETTERMENTS

6.1. <u>Maintenance of the Commuter Rail Station Betterments</u>. At the time of execution of this AGREEMENT, no Betterments are contemplated or obligated for the Commuter Rail Station. Plans for any Betterments requested shall be submitted to SBCTA for approval, which approval shall not be unreasonably withheld or delayed; CITY shall construct such Betterments at its sole cost, and shall provide, at its sole cost, security and maintenance of said Betterments.

<u>VII.</u> PARKING LOT

- **7.1.** <u>Reservation of Parking</u>. CITY shall perform appropriate planning, zoning, and permit activities to ensure that 200 parking spaces at the Parking Lot is reserved exclusively for patrons or visitors of the Downtown Redlands Station during operating hours.
- 7.2. <u>Parking Fees</u>. The CITY may, subject to approval by SBCTA, which approval shall not be unreasonably withheld or delayed, initially set and charge parking fees to provide funding for: 1) maintenance of the Commuter Rail Station platform areas and Parking Lot; and 2) security for commuter rail patrons during operating hours. All such fees collected by the CITY shall be applied toward the CITY's costs for the security and maintenance of the Redlands Downtown Station. Any remaining balance shall be reserved and applied towards the Parties' collective costs for major maintenance and rehabilitation projects of the Commuter Rail Station platform areas and improvements associated with CITY implemented collection of parking fees, if any. Notwithstanding the provisions of Section 12.2 and Section 16.2, upon termination of this Agreement, the

CITY shall retain any fund balance of parking fees collected pursuant to this Section.

- **7.3.** <u>Maintenance of the Parking Lot</u>. CITY shall manage and oversee the maintenance of the Parking Lot. The Parking Lot maintenance area is shown as Area "C" on Exhibit "A", Property.
 - a. CITY shall arrange for the maintenance of the Parking Lot as set forth in Exhibit "D," Maintenance Schedule.
 - b. CITY shall be **100%** responsible for all costs to maintain the Parking Lot pursuant to the terms of the Parking Easement.
- **7.4.** <u>Security of the Parking Lot</u>. CITY shall manage and oversee the security of the Parking Lot. The Parking Lot security area is shown as Area "C" on Exhibit "A", Property.
 - a. CITY shall be 100% responsible for all costs to provide security to the Parking Lot.
 - b. CITY shall arrange for the provision of security for the Parking Lot to ensure customer and vehicle safety during commuter periods. Security shall be provided from 15 minutes before the first scheduled train until 30 minutes after the last scheduled train.
 - c. The "Level of Security" to establish minimum security requirements shall be jointly developed by the Parties to this Agreement and shall be consistent with the "Level of Security" provided by CITY for the Downtown Redlands Station. The Parties agree to meet and confer no later than eighteen (18) months after the start of revenue service to jointly re-examine the minimum security requirements.
- **7.5.** <u>First Two Years Costs</u>. Notwithstanding the CITY's responsibility for costs in Section 7.3 and 7.4 above, SBCTA shall be responsible for 100% of the CITY's Net Costs described therein for the first two years, commencing with the inauguration of the Arrow Service. "Net Costs" as used herein is defined in Section 5.4.

<u>VIII.</u> INSURANCE

- **8.1.** SBCTA shall obtain real property insurance for the Standard Platforms which shall include the canopies thereon, the cost of which shall be shared equally between SBCTA and CITY. For example, if the insurance premium attributed to insuring the Standard Platforms at the Commuter Rail Station was determined to be \$1,000 one year, then CITY shall reimburse SBCTA \$500 for that year's cost of real property insurance for the Standard Platforms.
- **8.2.** CITY shall be responsible for securing and maintaining property insurance or selfinsurance which covers Non-Operating Property which is not otherwise insured by SBCTA pursuant to Section 8.1 with coverage types and limits consistent with CITY insurance of similar assets. CITY shall be responsible for 100% of the cost of insurance required under this Section 8.2. City shall add SBCTA as an Additional Insured on all property insurance covering said property.

<u>IX.</u> FISCAL YEAR

9.1. <u>Fiscal Year</u>. The fiscal year of this AGREEMENT shall begin on the first day of July each year.

<u>X.</u> INVOICES AND ACCOUNTING

10.1. <u>Accounting.</u> Each PARTY shall make the relevant portions of its accounting books and records available to the other PARTY at any time during the term of this AGREEMENT upon reasonable prior written notice.

XI. DISTRIBUTION OF PROPERTY

- **11.1.** <u>Distribution of Property</u>. Upon termination of this AGREEMENT, vesting of title shall remain in SBCTA's name. Any surplus parking fee revenue funds collected as described in Section 7.2 shall be retained by CITY.
- **11.2.** <u>Distribution to Parties</u>. Except as provided in Section 11.1. <u>Distribution of Property</u>, all proceeds that may accrue to the PARTIES under this AGREEMENT shall be distributed to the PARTIES in equal shares.

<u>XII.</u> NOTICES

12.1. <u>Notices to PARTIES</u>. All notices, consents, directions, approvals, instructions, requests, and other communications regarding this AGREEMENT shall be in writing, shall be addressed to the persons and addresses set forth below, and shall be (i) deposited in the United States Postal Service mail, first class, certified with return receipt requested and with appropriate postage, or (ii) hand delivered. From time to time each of the PARTIES may designate a new address for purposes of the Article by providing notice to the other signatory as provided in this Section 12.1.

To CITY:

City Clerk City of Redlands 35 Cajon Street, Suite 4 Redlands, CA 92373

With a Copy to: City Attorney City of Redlands 35 Cajon Street, Suite 200 Redlands, CA 92373 To SBCTA:Director of Transit & Rail Programs
San Bernardino County Transportation Authority
1170 W. Third Street, 2nd Floor
San Bernardino, CA 92410

With a Copy to: General Counsel San Bernardino County Transportation Authority 1170 W. Third Street, 2nd Floor San Bernardino, CA 92410

All notices shall be deemed to have been given: if sent by US certified mail, return receipt requested, three (3) business days following deposit with the United States Postal Service; if by overnight delivery service, courier, or other personal delivery, upon receipt. Notice to a PARTY shall not be effective unless and until each required copy of such notice is given to said PARTY as provided above in this Section 12.1. In the event of inability to deliver a notice because of a changed address of which no notice was given, or any rejection or other refusal to accept any notice, receipt shall be deemed made as of the date which the United State Postal Service endorses the notice as undeliverable and consequently returns the notice to the sender. Any notice to be given by any PARTY may be given by legal counsel for such PARTY.

XIII. MISCELLANEOUS

- **13.1.** <u>Consents and Agreements</u>. Any and all consents and agreements provided for or permitted by this AGREEMENT shall be in writing, and a signed copy thereof shall be filed and maintained by each PARTY in its official records together with this AGREEMENT. Whenever consent or approval of any PARTY is required, that PARTY shall not unreasonably withhold or delay such consent or approval.
- **13.2.** <u>Sole and Only Agreement</u>. This AGREEMENT contains the sole and only agreement of the PARTIES as to the subject of this AGREEMENT and correctly sets forth the rights, duties, and obligations of each PARTY to the other as of this date. Any prior agreements, policies, negotiations, and/or representations are expressly set forth in this AGREEMENT.
- **13.3.** <u>Amendments</u>. This AGREEMENT may be amended or modified only by an instrument in writing, signed by the PARTIES.
- **13.4.** <u>Severability</u>. If any one or more provisions contained in this AGREEMENT shall be held invalid or illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- 13.5. Headings and Subtitles. Headings and subtitles of this instrument have been used for

convenience only and do not constitute matter to be considered in interpreting this AGREEMENT.

- 13.6. Indemnity. Each PARTY hereto covenants and agrees to release, indemnify, defend, and hold harmless the other PARTY hereto, its affiliates and their respective members, commissioners, officers, directors, employees, agents, consultants, contractors, permittees, licensees, successors and assigns, to the maximum extent permitted by law, from and against all liability, loss, claims, suits, damages (including consequential damages), costs, judgments and expenses (including, without limitation, any fines, penalties, judgments, litigation expenses, and experts' and attorneys' fees), that arise, directly or indirectly, from, asserted against or incurred by reason of, resulting in any manner from, or relating in any manner to: (a) the acts or omissions of the indemnifying PARTY, its employees, contractors or agents relating to this AGREEMENT and the performance of the duties set forth herein; (b) any claims by third parties arising from or relating to or in connection with the breach or alleged breach of any of the provisions hereof by the indemnifying PARTY; (c) acts or omissions of any firm employed by the indemnifying PARTY to perform any portion of the duties or obligations contained herein; (d) completed operations liability or other personal injury claims which may be asserted arising from respective passenger rail services; except in each case to the extent caused or contributed to by the gross negligence or the intentional or willful misconduct of the indemnified PARTY. Each PARTY shall obtain and maintain during the time this AGREEMENT is in effect adequate insurance or self-insurance to cover its liability, defense and indemnification obligations, including but not limited to Commercial General Liability, Automobile Liability, Worker's Compensation and Property Insurance, in order to protect itself and the other parties. Each PARTY shall list each other PARTY as additionally insured on their respective Commercial General Liability insurance policies.
- **13.7.** <u>Law of the Jurisdiction and Venue.</u> In the event of any litigation arising out of the terms of this AGREEMENT, the law of the State of California shall apply, and the venue of any such action shall be the Superior Court of the State of California for the County of San Bernardino, San Bernardino District.
- **13.8.** <u>Dispute Resolution.</u> In the event any dispute arises between the PARTIES under or in connection with this AGREEMENT, the dispute shall be resolved by the Executive Director of SBCTA and the Mayor of the CITY, or their duly authorized representatives, within thirty (30) calendar days after receipt of written notice of said dispute. Said notice shall include a detailed statement of the grounds of the dispute and reasons why the dispute should be resolved in the disputing PARTY's favor. If the PARTIES fail to resolve the dispute in a manner acceptable to the disputing PARTY, then such dispute may be decided by the court as set forth in Section 13.7, however, nothing in this AGREEMENT shall prevent the PARTIES from engaging in any mutually agreed alternative dispute resolution, including, but not limited to, mediation. Pending resolution of the dispute, PARTIES shall proceed with the performance of this AGREEMENT to the extent practicable.
- **13.9.** <u>SCRRA Permitting</u>. This AGREEMENT is not in lieu of SCRRA's Permitting and Right-of-Entry process. The PARTIES and their respective consultants and contractors are required at all times to follow all SCRRA Temporary Right-of-Entry Agreement

("Form 6") and Rules and Requirements for Construction on Railway Property ("Form 37") requirements for any persons, work or equipment upon the railroad right-of-way and other applicable guidelines and directives. Applicants must submit SCRRA's Form 6 prior to entering or beginning work on railroad right-of-way before SCRRA support services will be scheduled or provided including: Employee-In-Charge (EIC), Flagging, SCRRA cable and signal marking, and SCRRA Safety. SCRRA Form 6 and Form 37 may be found upon the Metrolink website.

XIV. DEFAULT AND REMEDIES

- **14.1.** Event of Default. For the purposes of this AGREEMENT, the use of the terms "defaulting PARTY" or "non-defaulting PARTY" are in each case limited to and specific to each Event of Default or Default, independent of any other Event of Default or Default which has or may have occurred. Each of the following shall constitute an "Event of Default":
 - a. A failure by any PARTY to make, or cause to be made, any payment due and payable by said PARTY to the other PARTY on or before the date that any such payment or deposit is due following the expiration of any applicable grace period set forth in the applicable document.
 - b. Failure by any PARTY to perform or observe any of its obligations set forth in this AGREEMENT.
- **14.2.** <u>Opportunity to Cure</u>. Except as provided below, no Event of Default under Section 14.1-<u>Event of Default shall constitute a "Default" until all of the following has occurred and the Event of Default remains uncorrected:</u>
 - a. The non-defaulting PARTY has given written notice to the defaulting PARTY of such Event of Default, specifying the particular facts and circumstances that constitute an Event of Default. However, failure to provide notice of Event of Default in accordance with Section 12.1-<u>Notices to PARTIES</u> shall not be deemed to waive any PARTY's rights under this AGREEMENT or applicable law, and may be cured by subsequently providing notice in the required manner;
 - b. The defaulting PARTY has had thirty (30) calendar days after receipt of such written notice to correct the Event of Default. If the defaulting PARTY cannot correct the Event of Default within thirty (30) calendar days, and the non-defaulting PARTY, in its reasonable judgment, consents, the defaulting PARTY may initiate and diligently pursue necessary corrective measures approved by the non-defaulting PARTY. However, any Event of Default must be remedied within one hundred eighty (180) calendar days after its initial occurrence. Should the defaulting PARTY fail to cure the Event of Default within thirty (30) calendar days after receipt of a written notice to correct the Event of Default, or fail to initiate and diligently pursue the approved corrective action within thirty (30) calendar days after receipt of a written notice to correct the Event of Default if the non-defaulting PARTY has reasonably consented to a longer period to cure, or otherwise fails to cure the Event of Default within such time period as the non-defaulting PARTY has reasonably consented to allow, then the Event of Default shall constitute a Default.

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- **14.3.** <u>Remedies</u>. Whenever any Event of Default becomes a Default pursuant to Section 14.2. <u>Opportunity to Cure</u>, the non-defaulting PARTY may initiate any corrective action it deems appropriate and may charge the reasonable costs for said corrective actions back to the defaulting PARTY which must be paid in full by the defaulting PARTY no later than thirty (30) calendar days from receipt of the related invoices; additionally, the nondefaulting PARTY may take whatever action at law of equity that may appear necessary or desirable to make the non-defaulting PARTY whole or compel the defaulting PARTY to perform as required by this AGREEMENT.
- 14.4. <u>No Remedy Exclusive</u>. No remedy herein conferred upon or reserved to any PARTY is intended to be exclusive of any other available remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy available under this AGREEMENT, at law or in equity. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time-to-time and as often as may be deemed expedient.
- **14.5.** <u>Attorneys' Fees</u>. In addition to any other remedies provided hereunder or available pursuant to law, if any PARTY brings an action or proceeding to enforce, protect or establish any right or remedy hereunder, the prevailing PARTY shall be entitled to recover from the other PARTY or PARTIES, as applicable, its costs of suit and reasonable attorneys' fees. The costs, salary and expenses of the CITY Attorney and SBCTA's General Counsel and members of their offices in enforcing the AGREEMENT shall be considered as "attorneys' fees" for the purposes of this Section.

XV. TERMINATION OF AGREEMENT

- **15.1.** <u>Acts Constituting Termination</u>. This AGREEMENT shall commence on the date of its execution and shall continue until:
 - a. Mutual agreement of the PARTIES hereto to terminate this AGREEMENT;
 - b. Passenger rail service to the Commuter Rail Station is permanently discontinued.
 - c. Non-defaulting PARTY provides notice of termination to the defaulting PARTY for the defaulting PARTY's Default which has not been cured in accordance with Section 14.2. <u>Opportunity to Cure</u>.
- **15.2.** <u>Distribution on Termination</u>. Upon termination of this AGREEMENT pursuant to Section 15.1, all affairs undertaken or conducted pursuant to this AGREEMENT shall be wound up, the assets liquidated, the debts paid and the proceeds divided among the PARTIES to this AGREEMENT as provided in Article XI. <u>Distribution of Property</u>. Upon termination of this AGREEMENT pursuant to Section 15.1, all duties, obligations and responsibilities of the PARTIES, or any successors to their interests in this AGREEMENT, shall terminate, except the indemnification obligations of Section 13.6.</u>

<u>XVI.</u> ACCEPTANCE

16.1. <u>Acceptance of Agreement</u>. The PARTIES have approved this AGREEMENT by official actions of their respective governing bodies and accept and agree to the terms set forth as of the date set forth above.

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

SAN BERNARDINO COUNTY **TRANSPORTATION AUTHORITY**

By: _____

Raymond W. Wolfe, Ph.D **Executive Director**

Date: _____

APPROVED AS TO FORM

By: ___

Julianna K. Tillquist General Counsel

Date: _____

CITY OF REDLANDS

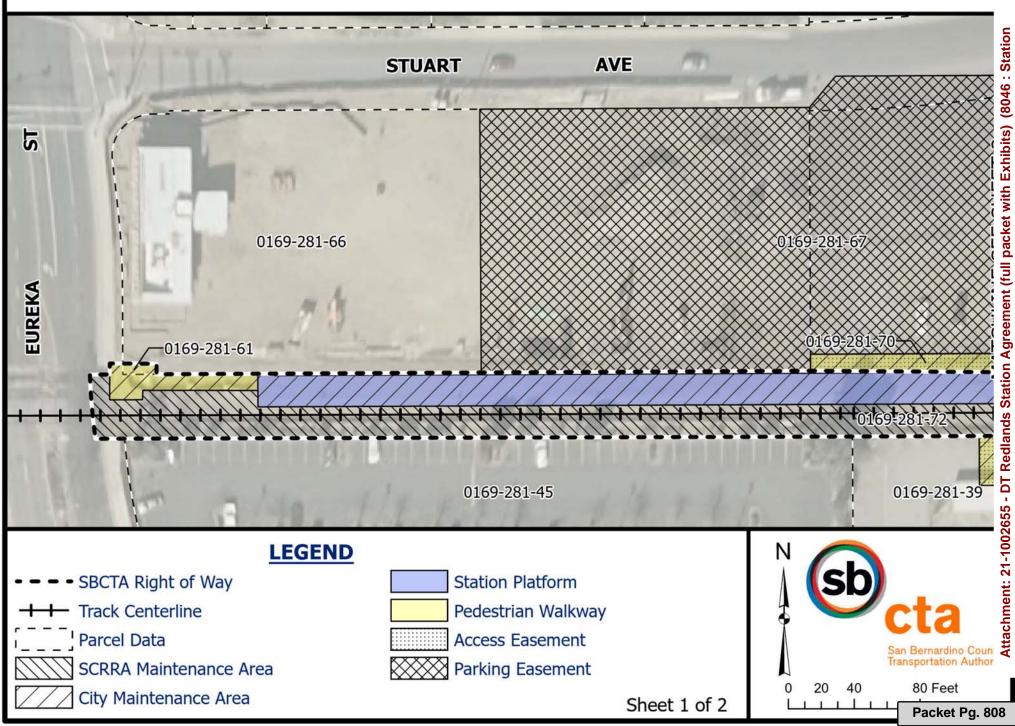
By:	
Paul Barich	
Mayor, City of Redlands	
Date:	
ATTEST:	
By:	_
Jeanne Donaldson	
City Clerk	
Date:	

Exhibit "A"

Property

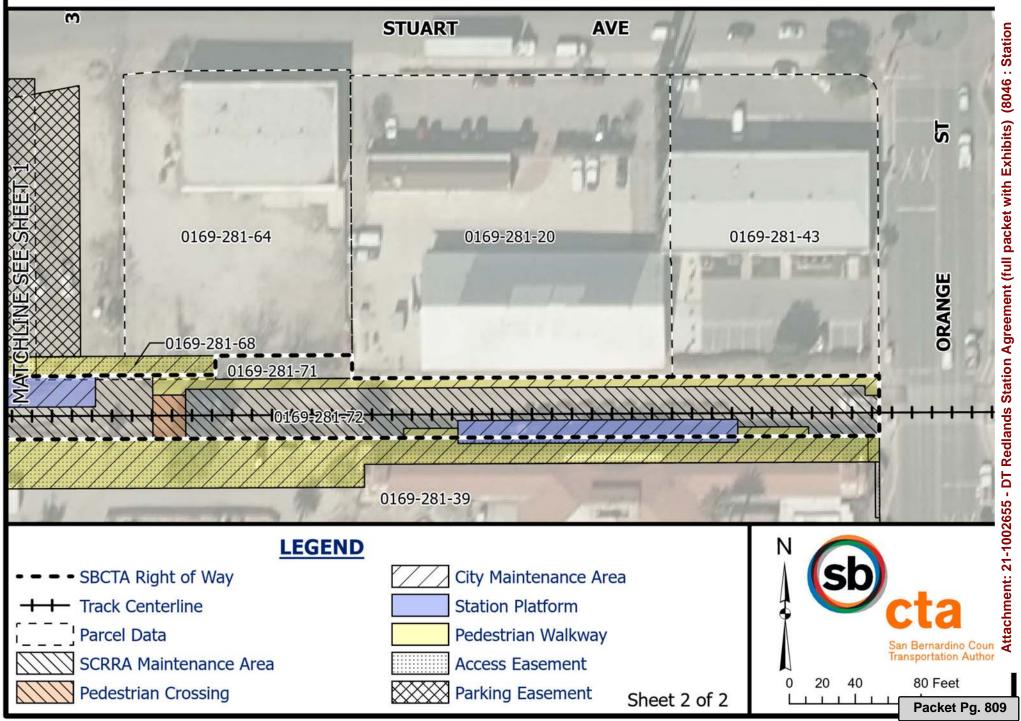
EXHIBIT A - Downtown Redlands Station Site - 21-1002655

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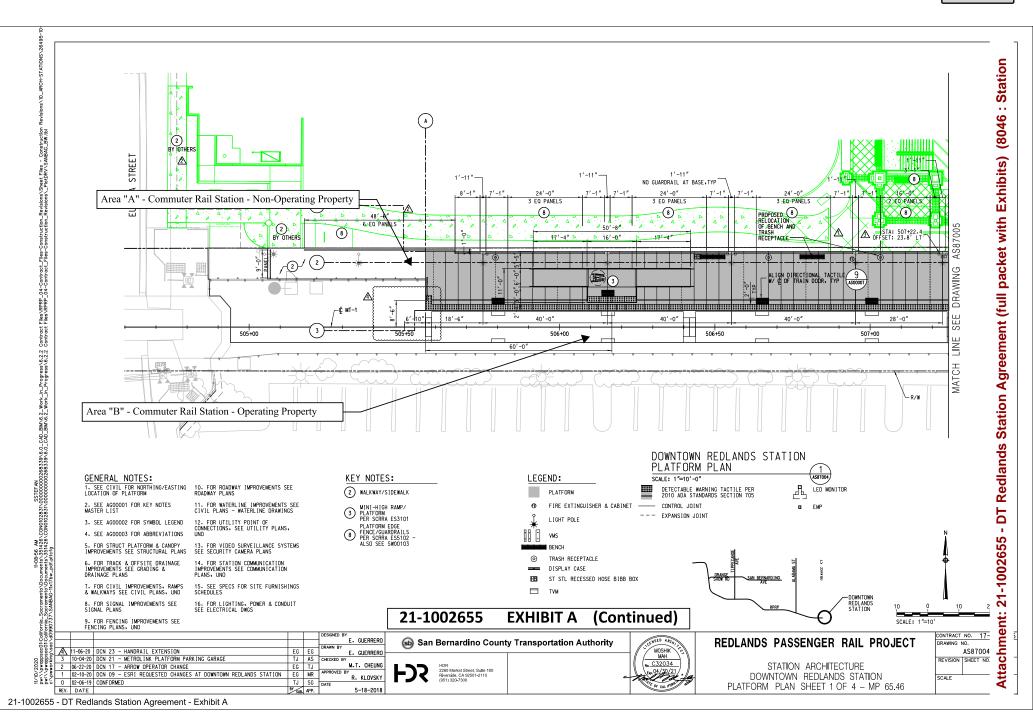


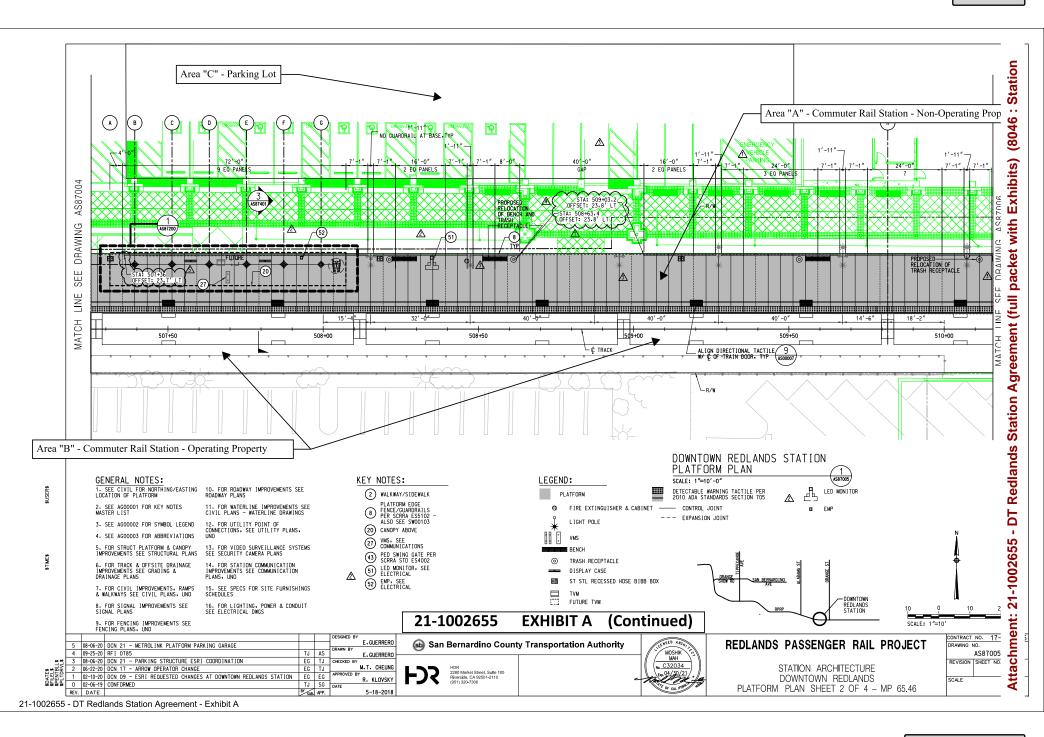
21-1002655 - DT Redlands Station Agreement - Exhibit A

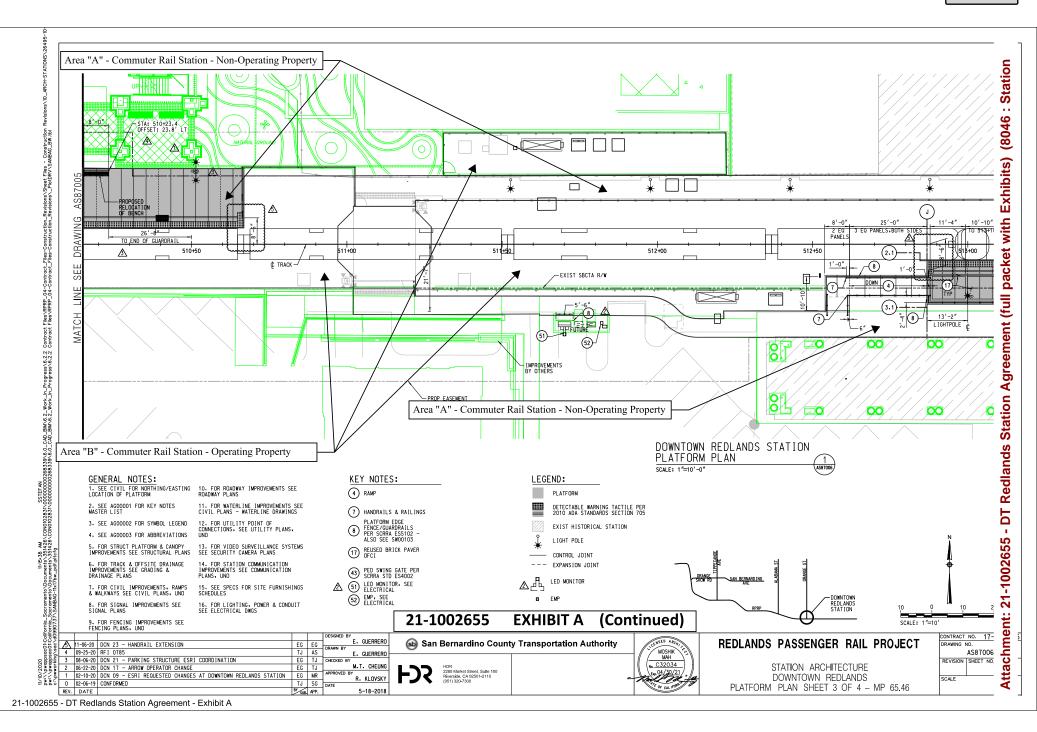
EXHIBIT A - Downtown Redlands Station Site - 21-1002655



21-1002655 - DT Redlands Station Agreement - Exhibit A







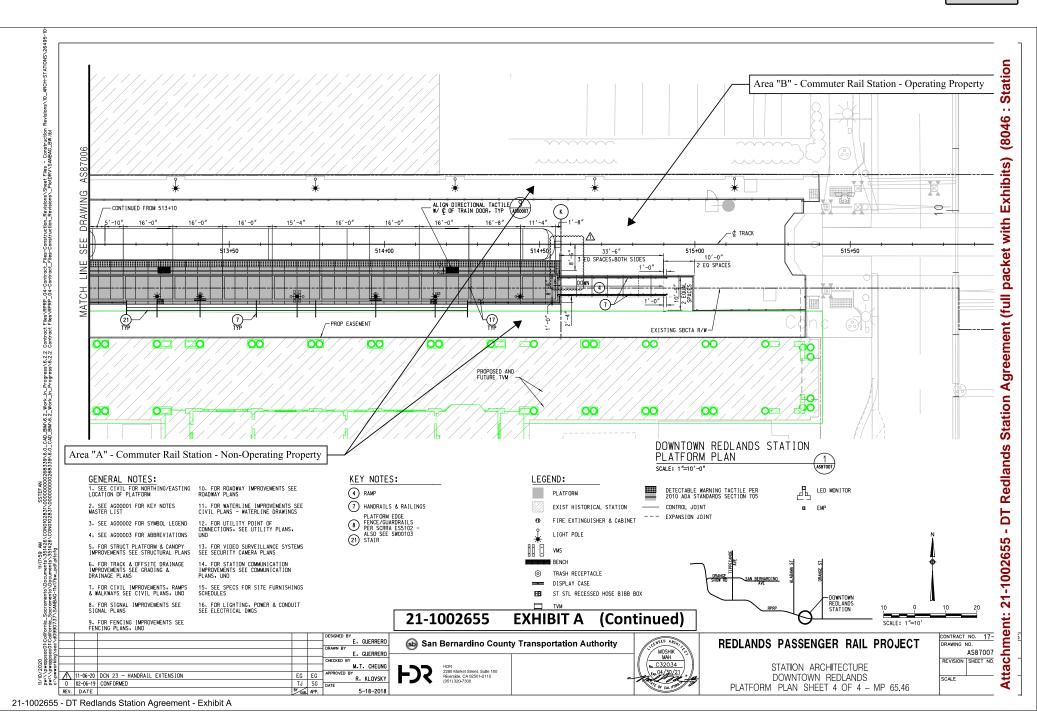
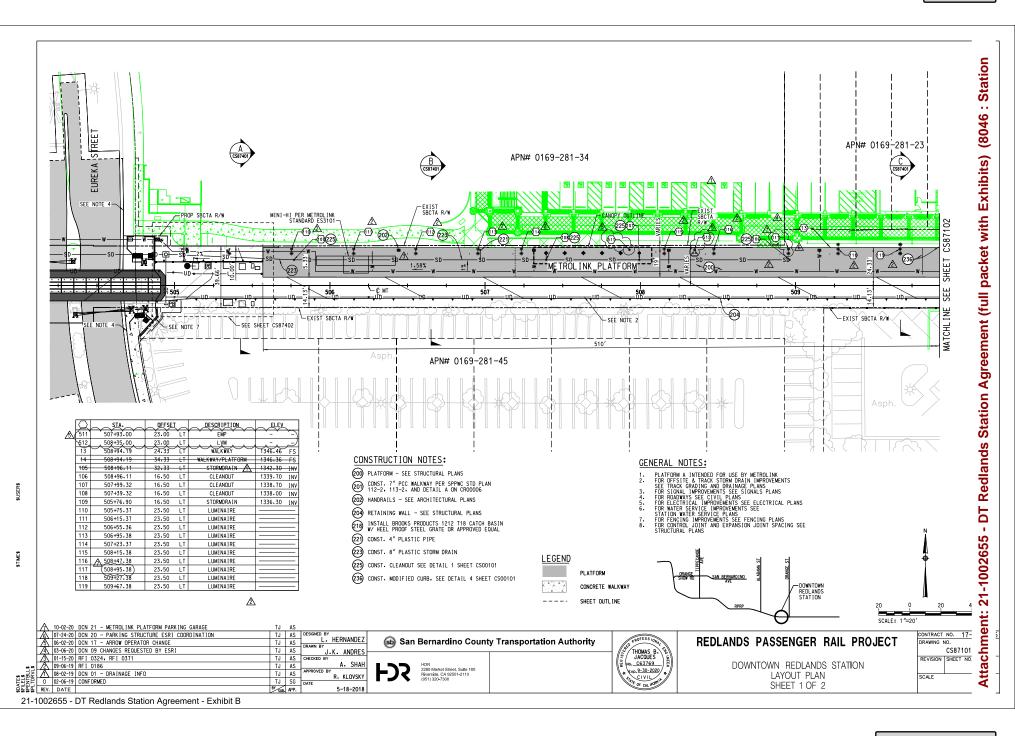
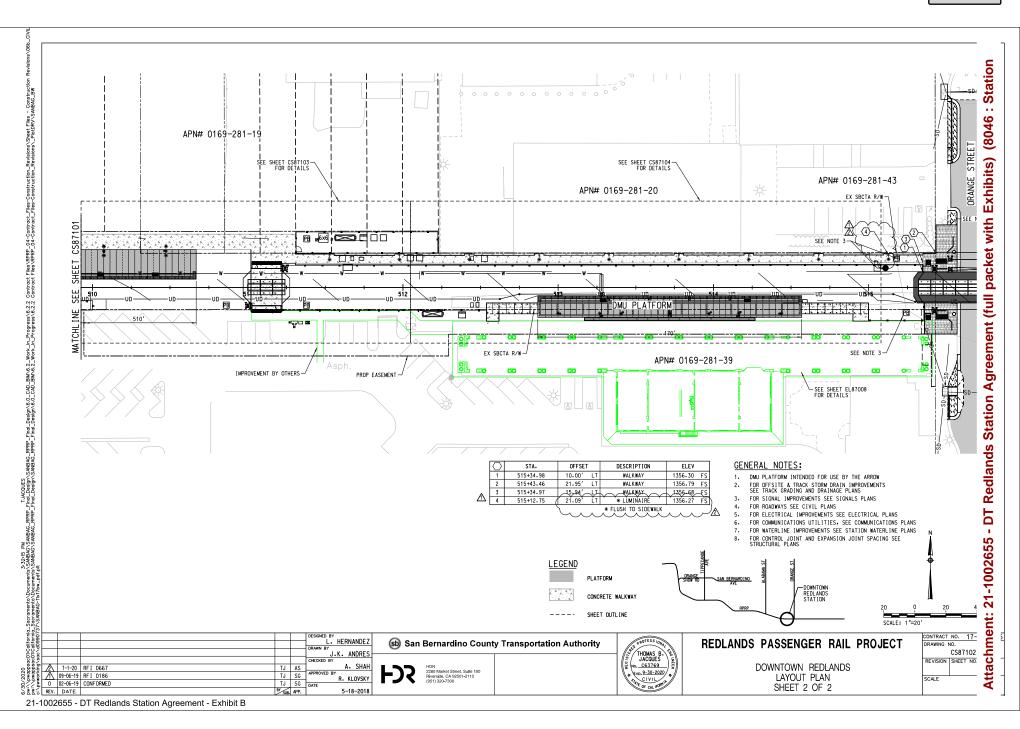
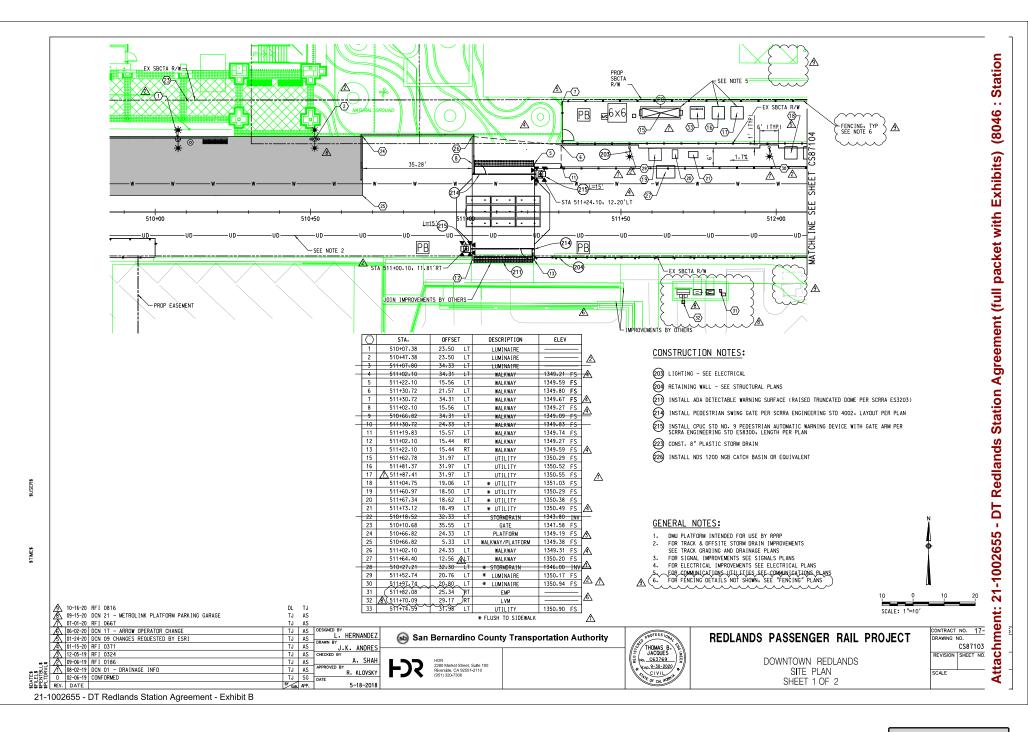


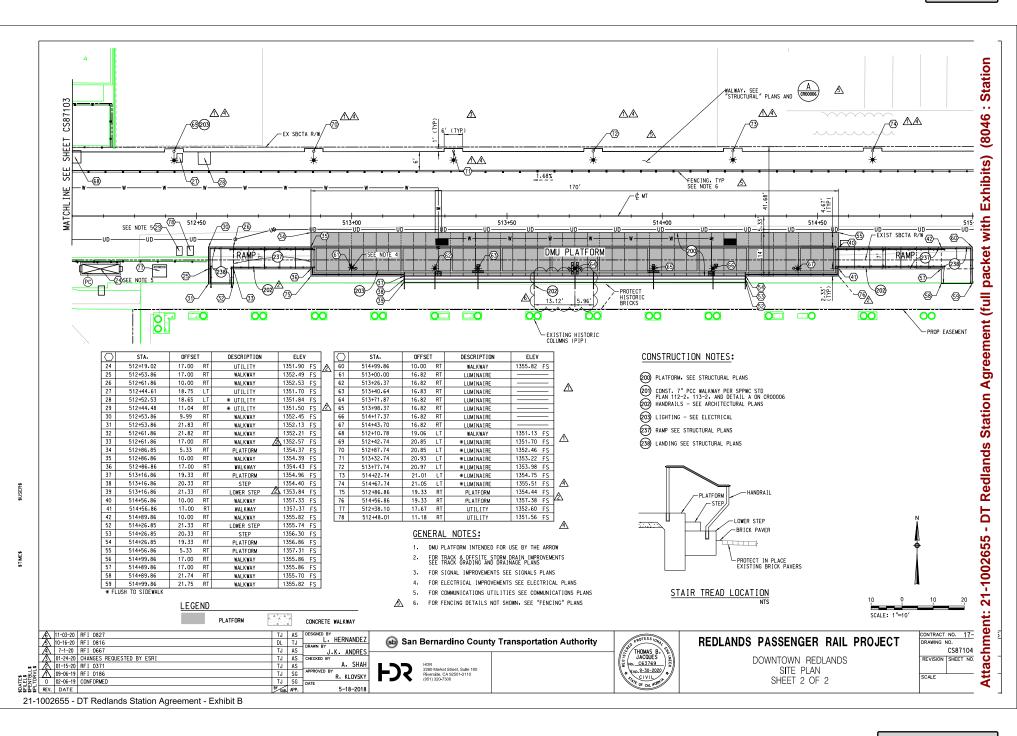
Exhibit "B"

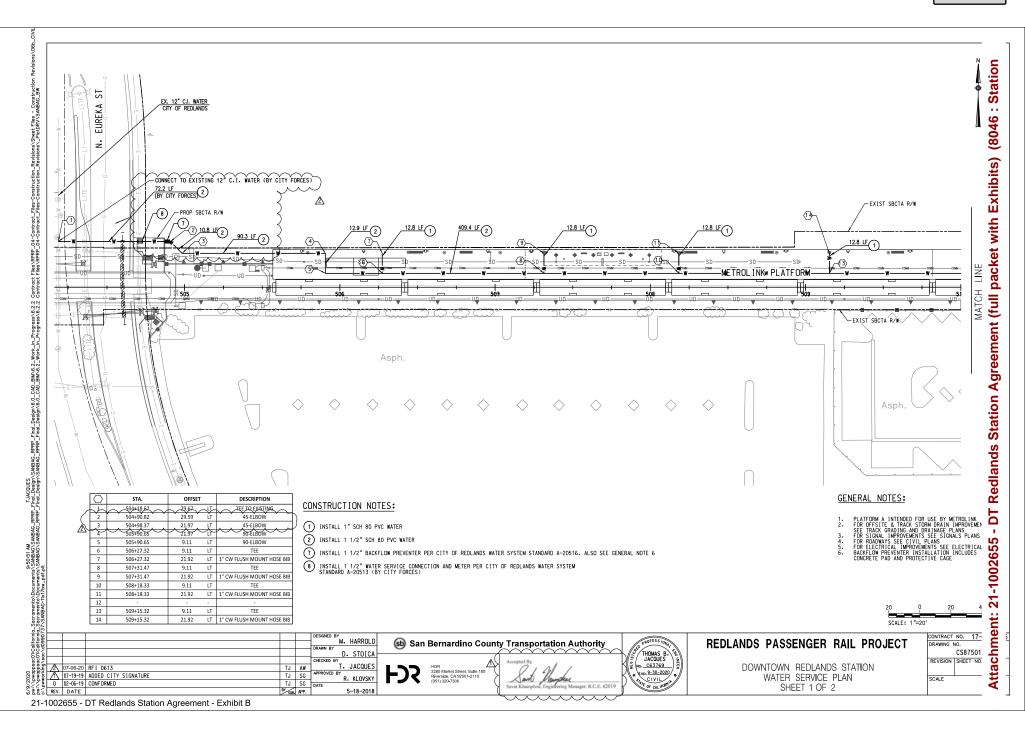
Standard Platform

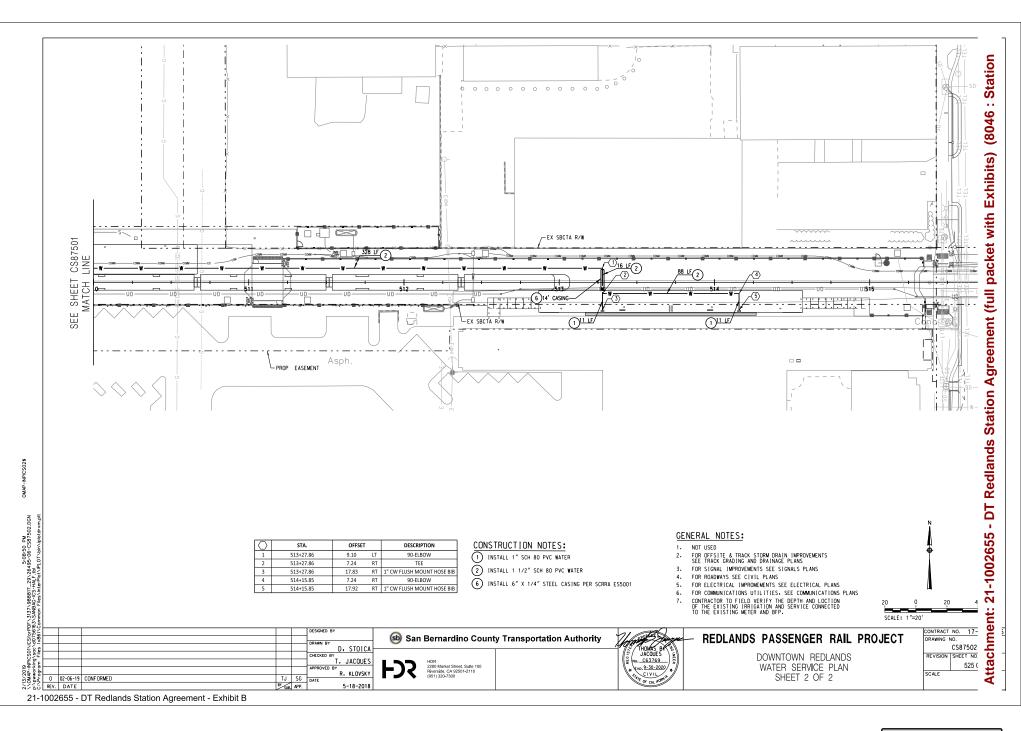


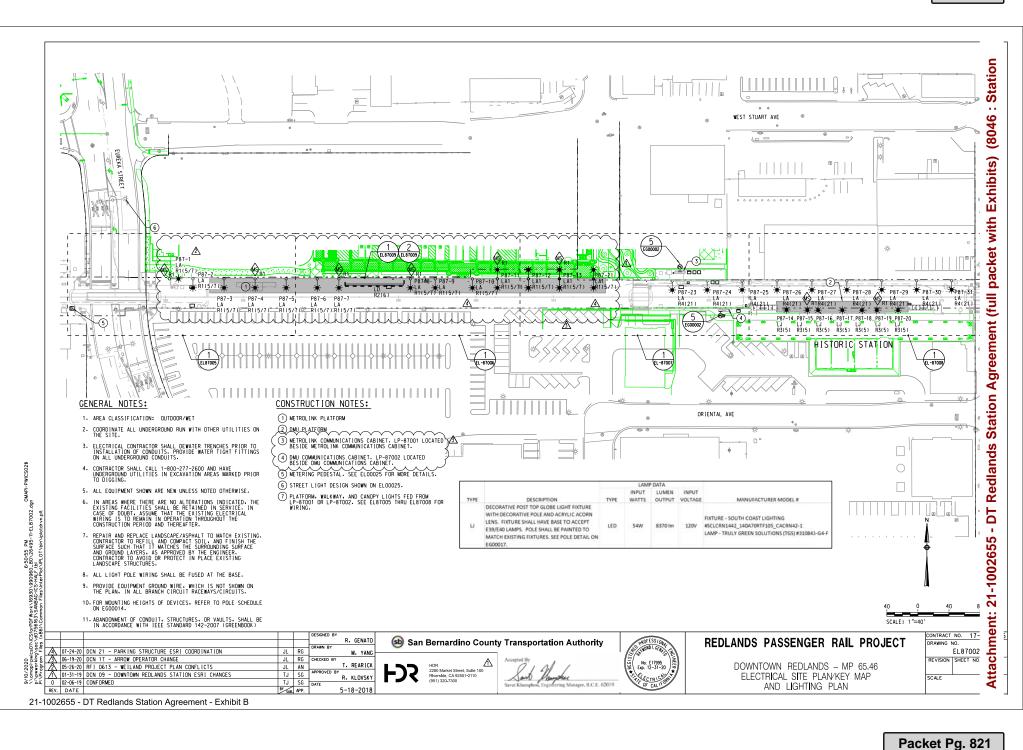


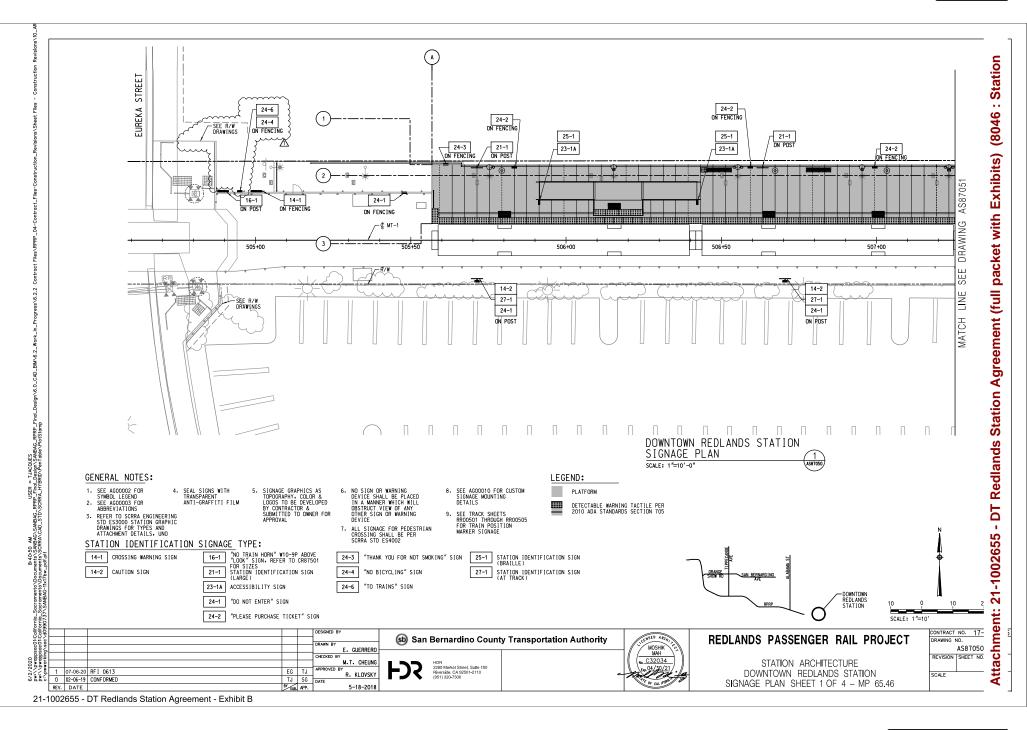


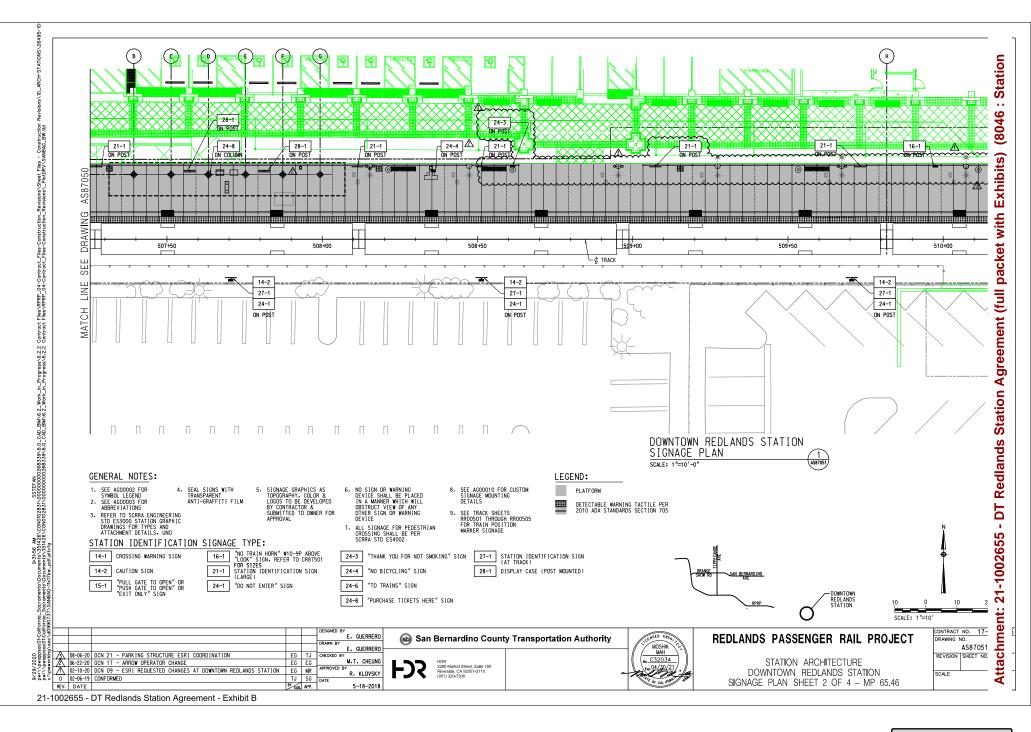


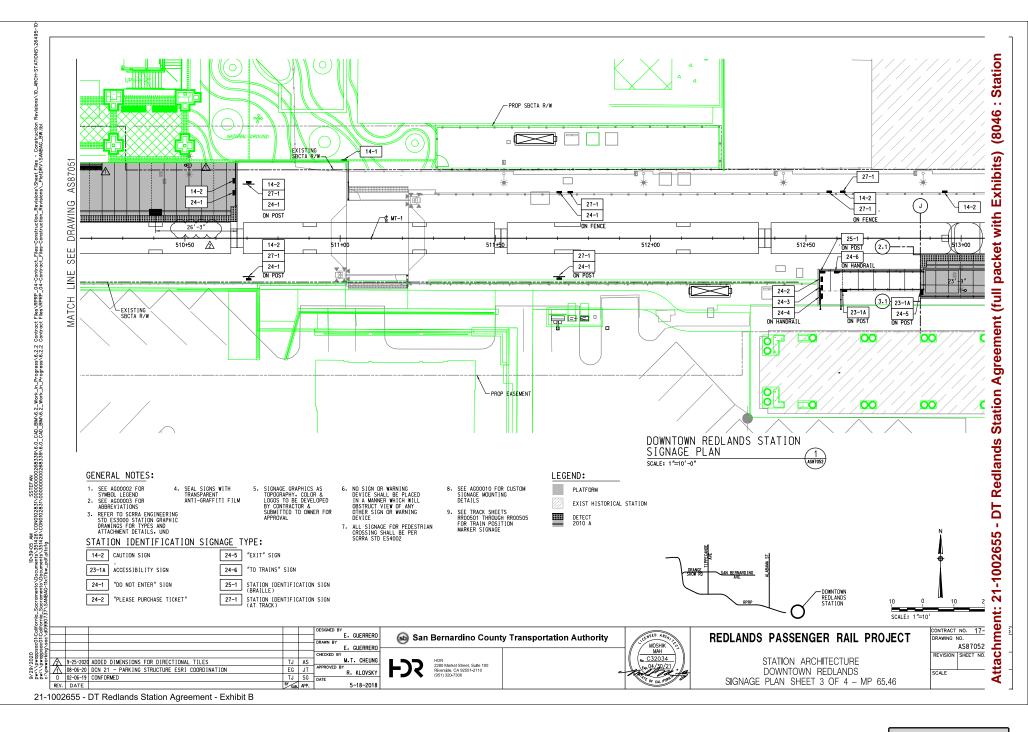






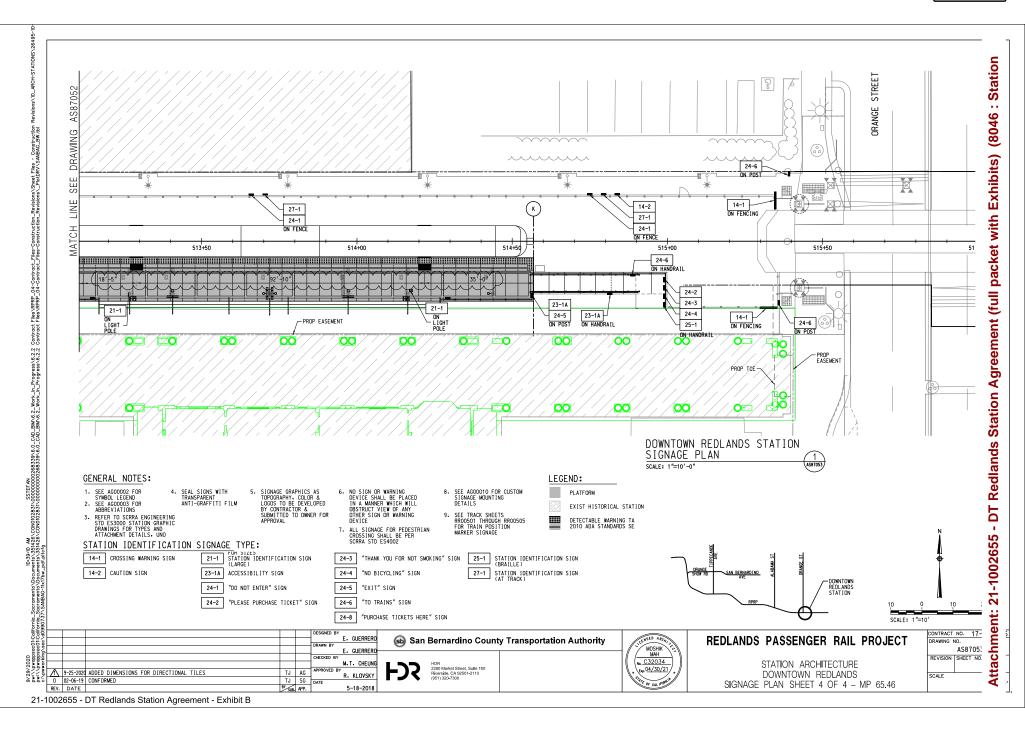


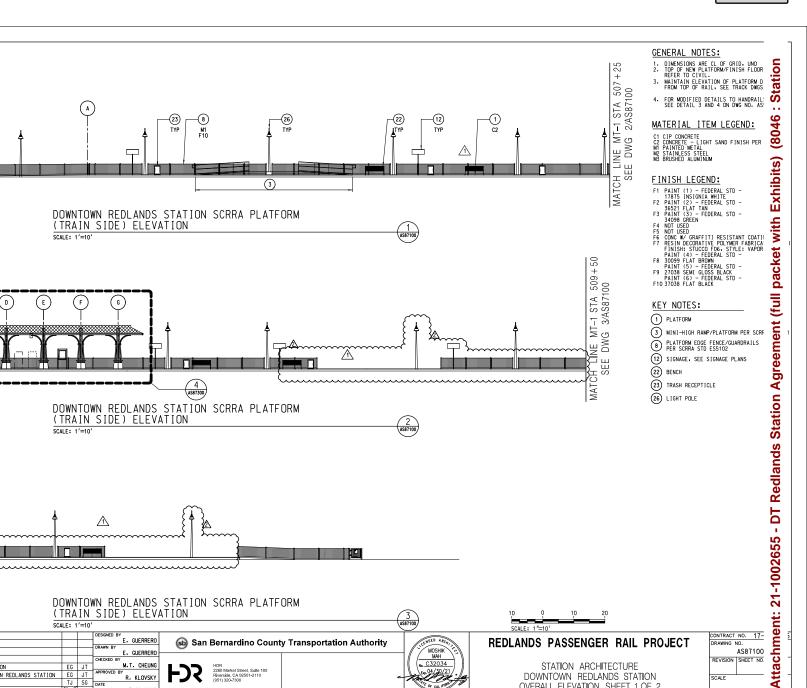


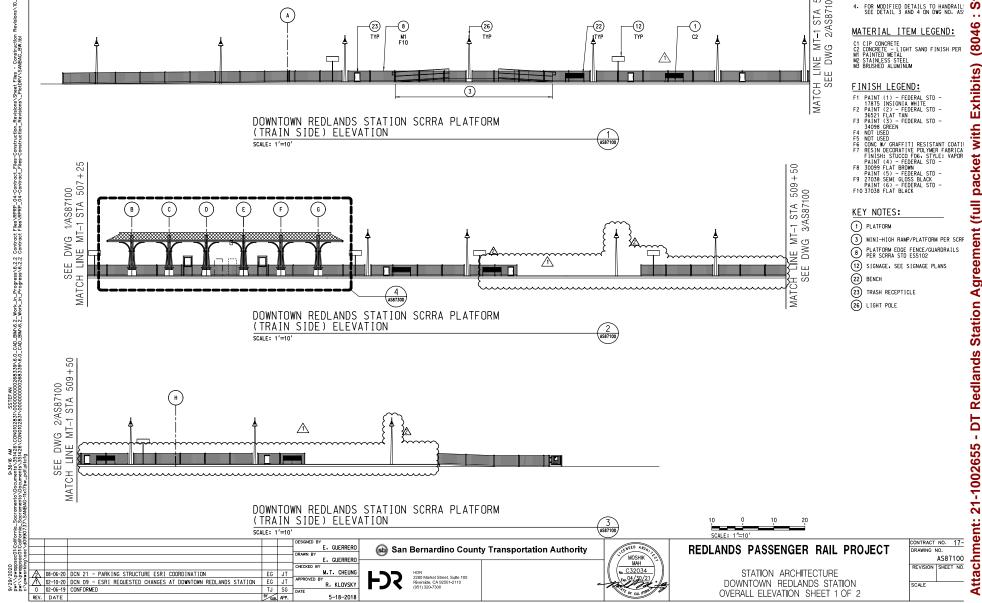


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21-1002655 - DT Redlands Station Agreement - Exhibit B

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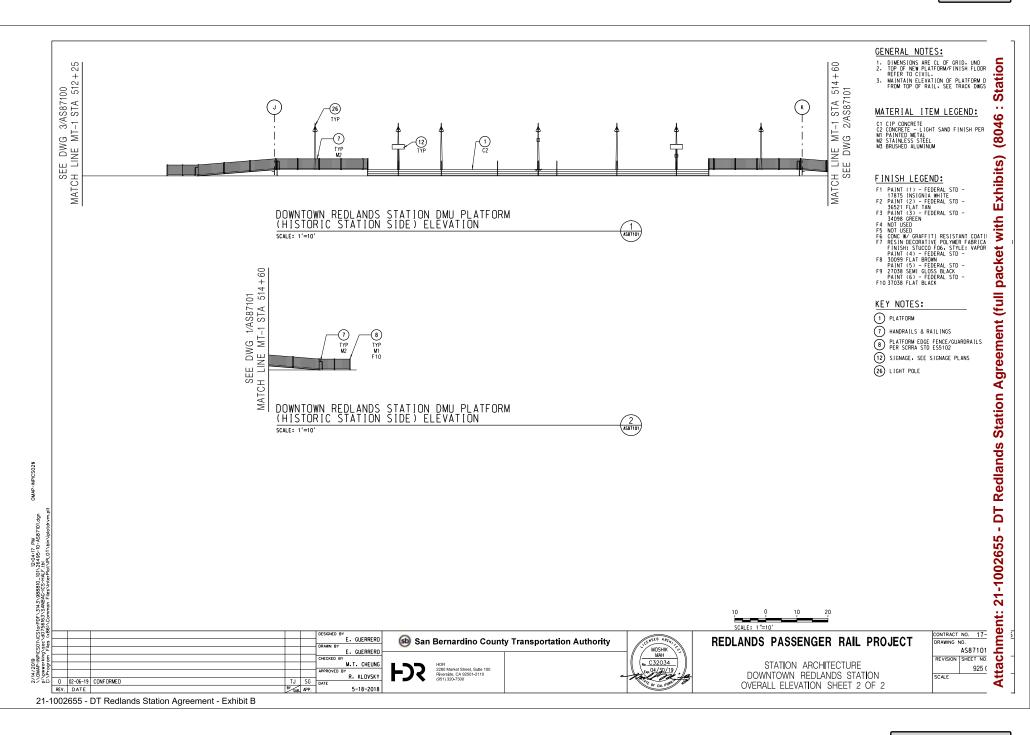
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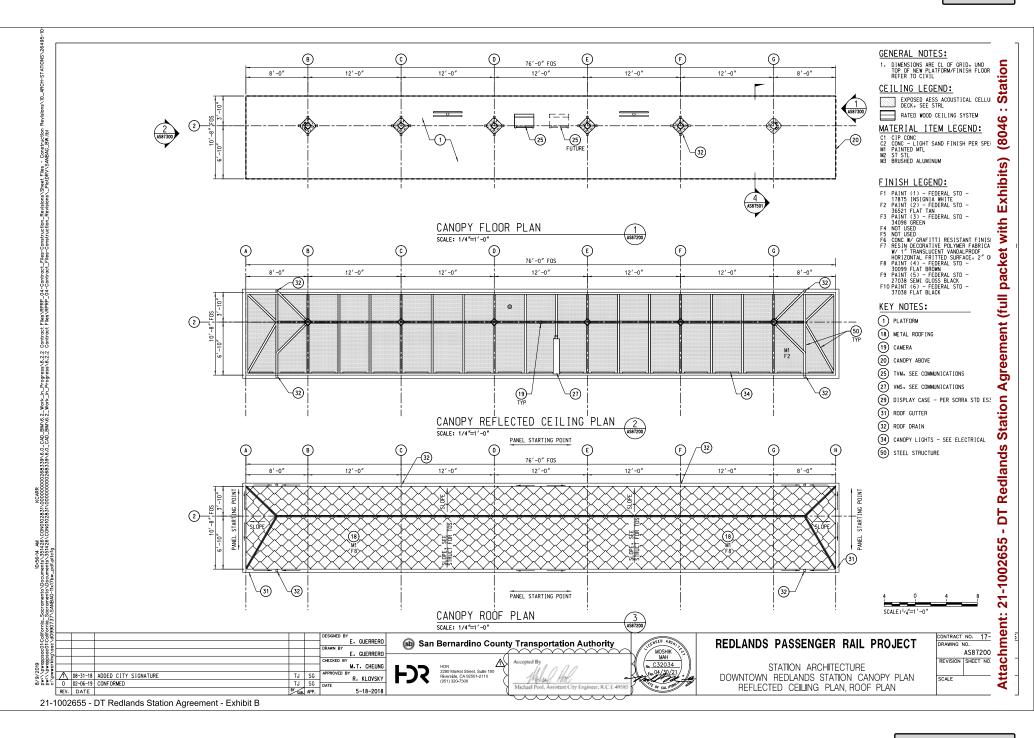
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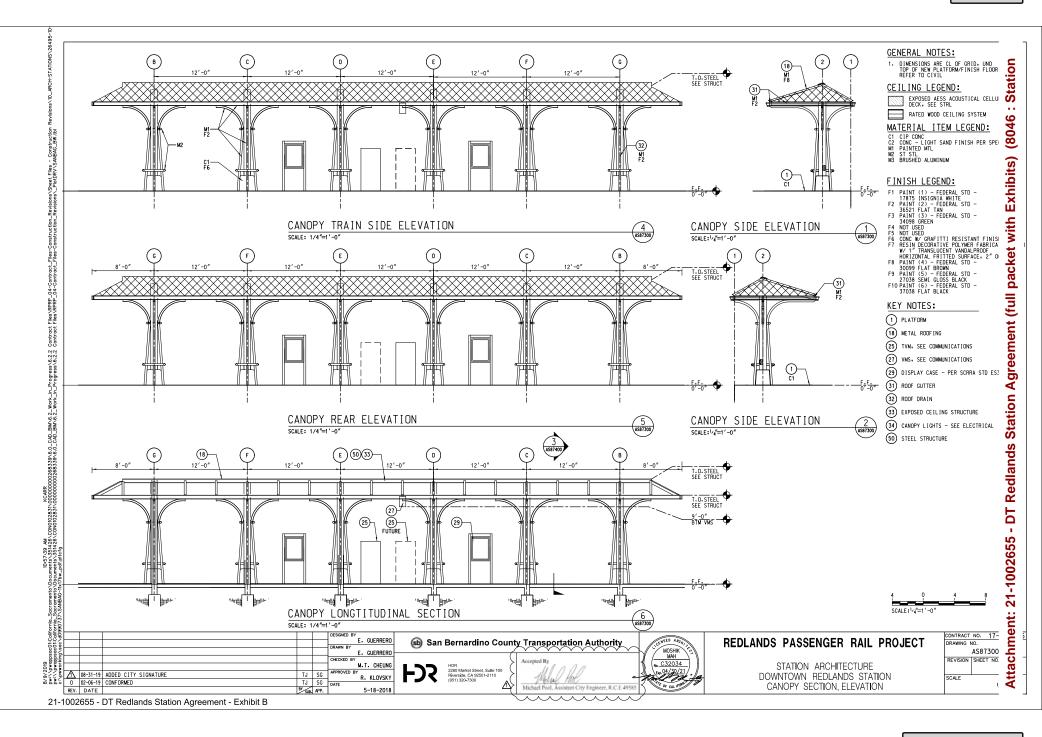
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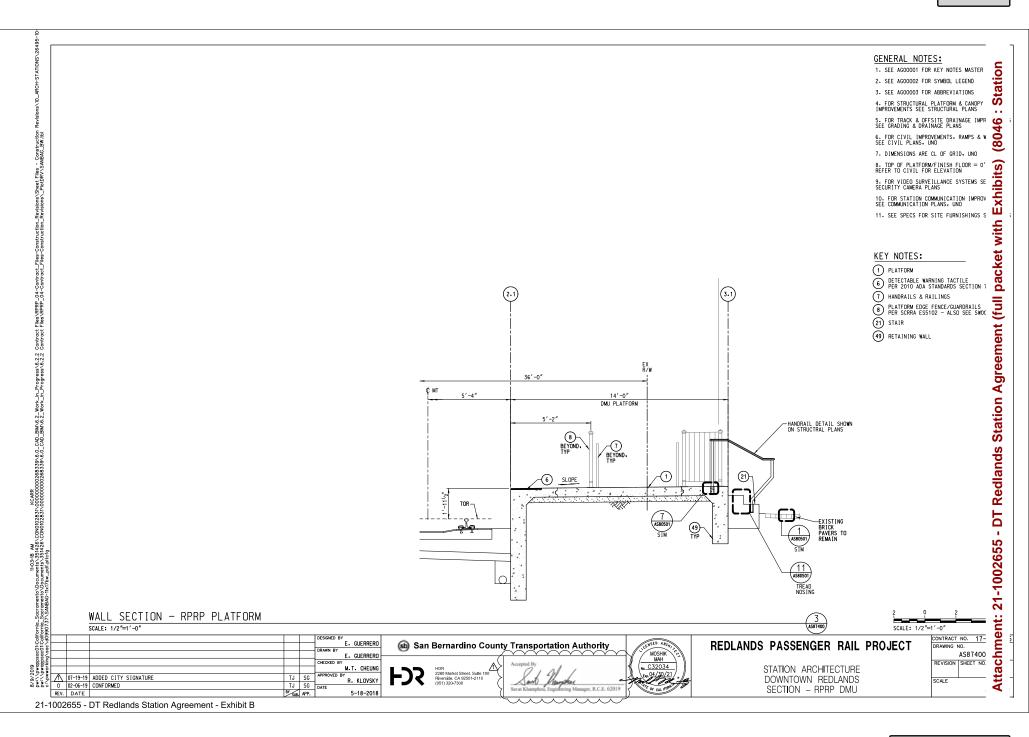
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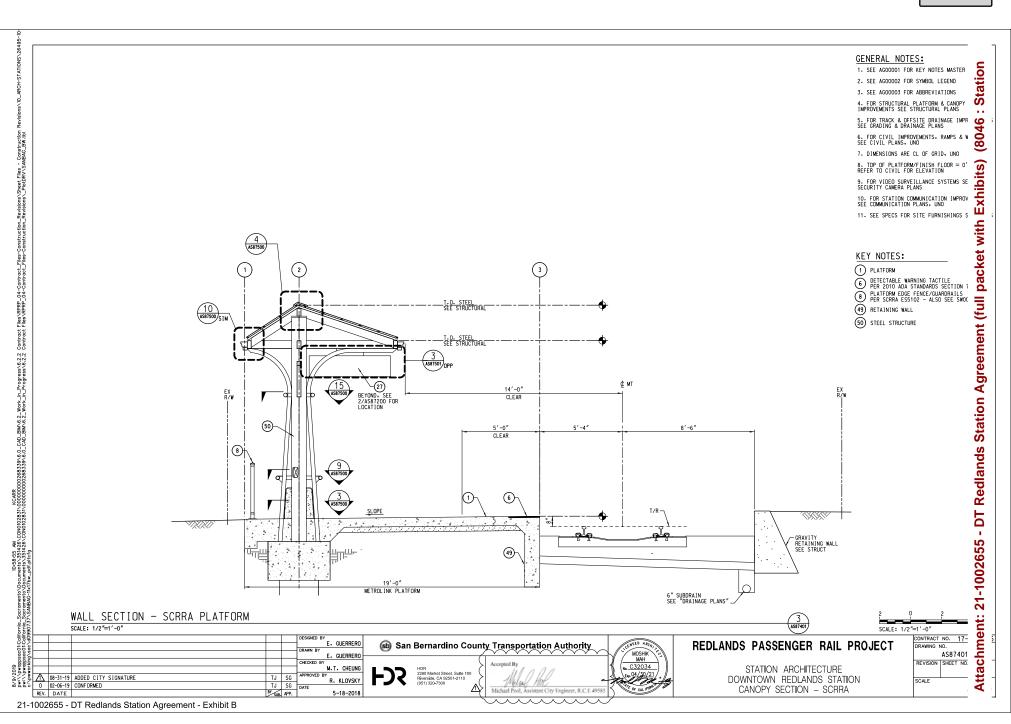
B

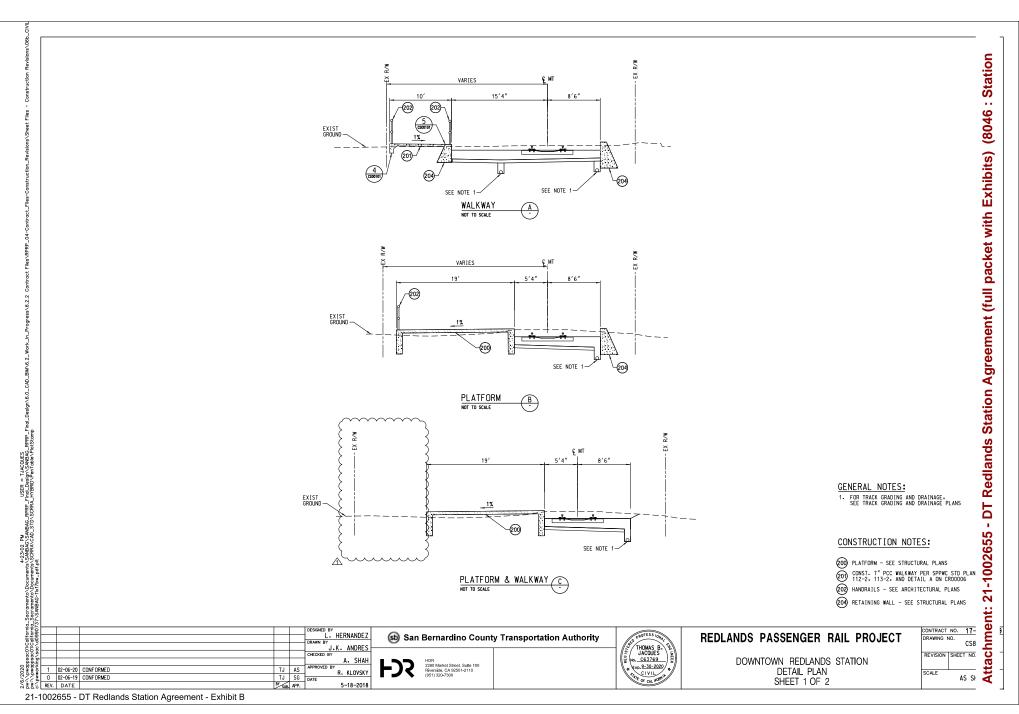












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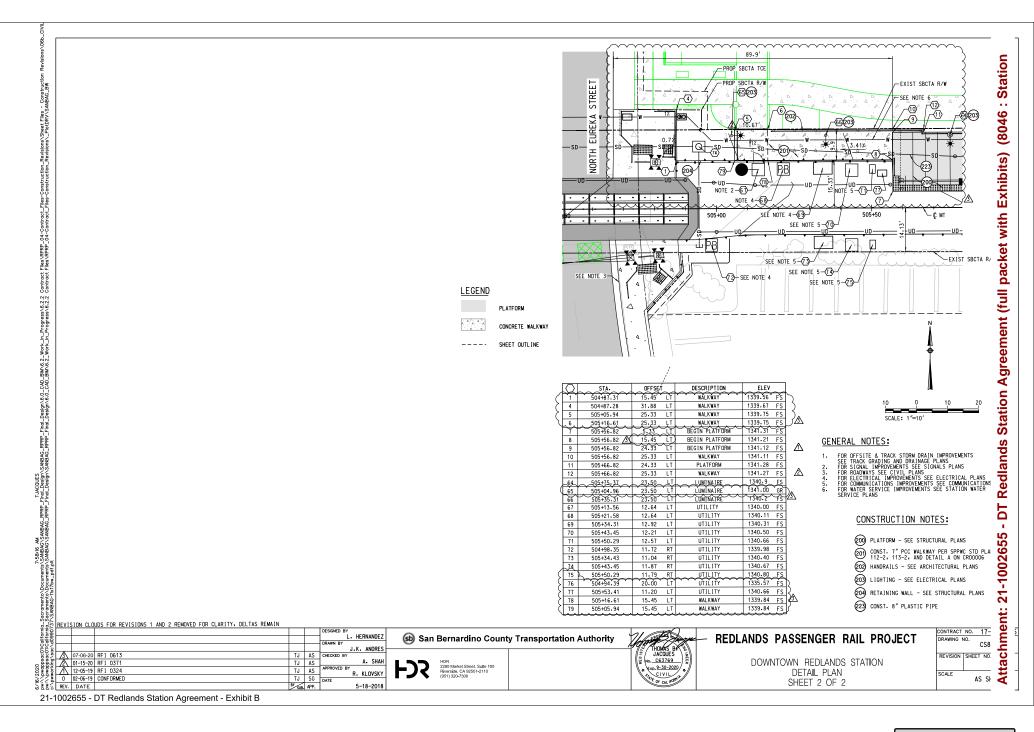


Exhibit "C"

Parking Easement

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PARKING EASEMENT AGREEMENT

This Parking Easement Agreement (this "Agreement") is dated for reference purposes as of the 15th day of <u>(reference</u>, 2026) ("Agreement Date"), and is entered into by and between Redlands Railway District LLC, a California Limited Liability Company ("District"), and the City of Redlands, a general law city and a municipal corporation duly organized and existing under the Constitution and the laws of the State of California ("City"). District and City are sometimes hereinafter referred to individually as a "Party" and, together, as the "Parties." District also includes the successors and assigns of District, and City also includes the successors and assigns of City. This Agreement shall become effective upon "completion" of construction of the Parking Structure as such term is defined below in section 2 hereof ("Effective Date").

RECITALS

WHEREAS, District is the owner of fee title to that certain real property situated in the city of Redlands, California, that is more particularly described on Exhibit "A," attached hereto and incorporated herein by this reference (the "Property"). As of the Agreement Date, District proposes to develop a new 3-story parking structure on the Property that will consist of up to approximately 374 parking spaces, restaurant and retail uses, and incidental improvements and facilities (collectively, the "Parking Structure"); and

WHEREAS, District desires to convey to City, and City desires to acquire from District, certain irrevocable and permanent easement rights on, in, over, and across portions of the third floor (the "Easement Area") of the Parking Structure which District proposes to construct on the Property, and driveways and pedestrian pathways that provide ingress and egress to and from the adjacent public streets and the Parking Structure for City's provision of public parking of a minimum of two hundred (200) spaces, which Easement Area is more particularly described and depicted in Exhibit "B" attached hereto and incorporated herein by reference; and

WHEREAS, District and City acknowledge that the fair market value of the easement rights being conveyed by District to City pursuant to this Agreement is the sum of One Million Eight Hundred Eighty Thousand Dollars (\$1,880,000), which represents fair consideration for City's prior conveyance of the Property to District and City's in-kind services contribution as described in Section 3, below;

NOW, THEREFORE, based upon the foregoing Recitals, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, District and City agree as follows:

AGREEMENT

Section 1. <u>Recitals</u>. The foregoing Recitals are true and correct and incorporated herein by this reference.

<u>Section 2.</u> <u>Grant of Easement</u>. District hereby grants to City, and City hereby accepts from District, an exclusive easement on, in, over, and across the Easement Area for the purposes

¹ C:\Users\nyut5314\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\82GHK6W9\Redlands Railway District.Parking Easement Agreement SSV6 (2019-10-10) (002).docx

and uses identified in Section 4 below, and a non-exclusive floating easement for necessary ingress and egress over, across, in and through the Property to the Easement Area. In accordance with the Recitals hereof, this easement shall be effective upon the date of District's written notice to City that District has completed construction of the Parking Structure.

Section 3. In-Kind Services Contribution. In further consideration of District's long term maintenance obligations undertaken for the Parking Structure as described herein, City shall provide a credit to District in the amount of Eighty Thousand Dollars (\$80,000), commencing as of the Effective Date of this Agreement, which shall be applied by City towards District's obligation for payment of any fees associated with City's staff's processing of City land use entitlements or permits associated with any District or its affiliated company development project applications submitted to City subsequent to the Effective Date of this Agreement.

<u>Section 4.</u> <u>Use of Easement Area</u>. City shall be entitled to utilize the Easement Area for City's provision of public parking of standard passenger vehicles and for any other uses of City's choosing that are reasonably ancillary thereto, excepting the following (collectively, the "Prohibited Uses"): (i) the storage, handling, or transport of explosives; (ii) the storage, handling, or transport of Hazardous Materials (as defined in Section 12); (iii) the storage, handling, or transport of sand, gravel, and similar construction materials; (iv) the storage, handling, or transport of highly flammable or combustible materials, including gasoline or other fuel products; (v) manufacturing uses; and (vi) any uses prohibited by law. District shall not obstruct City's access to or use of the Easement Area consistent with the foregoing except to the extent reasonably necessary to maintain, repair, improve, and replace improvements within the Easement Area as provided herein, and with the understanding that District and City shall mutually and reasonably agree upon the time, place and manner of any entry by District onto the Easement Area for such purposes.

Section 5. Easement Area Rights and Obligations.

A. <u>Parking Space Signs/Markings</u>. City shall be responsible for the cost of any signs and markings desired or requested by City to indicate the reserved or designated nature of the parking spaces within the Easement Area.

B. <u>Enforcement and Towing</u>. District shall cooperate with City and take reasonable actions to enforce City's rights to reserved use of the designated parking spaces within the Easement Area including, without limitation, providing for the issuance of parking citations and/or towing of unauthorized vehicles.

C. <u>Reasonable Care in Exercise of Rights</u>. City agrees to use reasonable care in exercising the rights granted by this Agreement and agrees to not unreasonably increase the burden on District's use of the Parking Structure.

D. <u>Parking Charges</u>. City shall have the sole right and discretion to determine whether any fees or charges shall be imposed for the use by the public of parking spaces within the Easement Area. Should the City elect to charge the public for parking spaces, any and all obligations and costs associated with collecting said charges shall be borne exclusively by City.

<u>Section 6.</u> <u>Term.</u> Subject to Sections 19 and 21 herein below, this Agreement and the rights and obligations set forth herein shall continue in effect in perpetuity.

Insurance. During the entire Term of this Agreement, District shall obtain, Section 7. maintain in effect, and pay for a policy or policies of insurance against loss or damage to the Parking Structure and the Property resulting from fire, lightning, vandalism, malicious mischief, riot and civil commotion, and such other perils ordinarily included in extended coverage fire insurance policies. Insurance limits shall be not less than one hundred percent (100%) of the full insurable value of the Parking Structure and the improvements on the Property, including without limitation the portion of the Parking Structure in the Easement Area. As used herein, the term "full insurable value" means actual replacement cost, excluding the cost of excavation, foundations, and footings below the lowest floor and without deduction for depreciation, of the improvements on the Property immediately before such casualty or other loss, including the cost of construction, architectural and engineering fees, and inspection and supervision. Such insurance coverage shall be with an insurer with a minimum Best's Insurance Guide rating of A:VII (or equivalent, if such insurance guide is discontinued or not available), such insurance shall be primary and not contributing with any insurance maintained from time to time by City, and the policy shall contain such an endorsement. The insurance policy or the certificate of insurance shall contain a waiver of subrogation for the benefit of the City. District shall provide City with continuous proof that such insurance remains in effect not less than fifteen (15) days prior to the expiration or termination of District's then-existing insurance policy or otherwise as may be reasonably requested by City, with the form and content of such proof to be reasonably satisfactory to City. In addition to the foregoing, during the entire Term of this Agreement, City shall obtain and maintain in effect commercial general liability, automobile liability, and worker's compensation insurance meeting the minimum requirements set forth in Exhibit "C" attached hereto and City shall at all times comply with the provisions set forth therein. City may request in writing to District that City be permitted to self-insure to cover any risk of loss required to be insured by City hereunder and, in such event, District shall not unreasonably disapprove such request.

<u>Section 8.</u> <u>Indemnity</u>. Each Party shall defend and indemnify the other Party as follows:

A. District shall indemnify, defend, and hold harmless City and City's elected and appointed officials, officers, employees, agents, contractors, representatives, successors, and assigns (collectively, the "City Indemnified Parties") from and against any and all losses, damages, liens, liabilities, statutory fines or penalties, claims, and causes of action which any such City Indemnified Party may suffer or incur as a consequence of District's activities or failure to act pursuant to the scope of duties allotted to District under Sections 9 and 10 of this Agreement, including, without limitation, (i) any such loss, damage, or liability arising due to the lack of availability for an unreasonable time period of the Easement Area for the purposes provided herein; (ii) the failure of District to perform Capital Repair/Replacement Work or any maintenance work within a reasonable time frame that is District's responsibility within or with respect to the Easement Area, including without limitation structural supports; (iii) any personal injury or death or property damage, (iv) any actual or alleged violation by District or any of its permittees of any Hazardous Materials Laws (as that term is defined in Section 12 herein below); (v) any loss, damage, or liability arising due to any liens placed upon the Easement Area; and/or (vi) any liability incurred by City based upon District's breach of this Agreement; provided, however, the foregoing indemnification obligations of District shall not apply to any losses, damages, liens, liabilities, statutory fines or penalties, claims, and causes of action to the extent caused by the gross negligence or intentional misconduct of City or any of the City Indemnified Parties.

B. City shall indemnify, defend, and hold harmless District and District's partners, members, managers, principals, employees, shareholders, officers, directors, agents, contractors, consultants, lenders, representatives, heirs, successors, and assigns (collectively, the "District Indemnified Parties") from and against any and all losses, damages, liens, liabilities, statutory fines or penalties, claims, and causes of action which any such District Indemnified Party may suffer or incur as a consequence of City's or City's permittees' entry upon, or actions with respect to, this Agreement, the Easement Area, and City's Uses, including, without limitation, (i) any loss, damage, or liability arising due to any liens placed upon the Easement Area and/or the Property (other than liens for real property taxes and assessments, (ii) any personal injury or death or property damage, (iii) any actual or alleged violation by City or any of its permittees of any Hazardous Materials Laws (as that term is defined in Section 13 herein below); and/or (iv) any liability incurred by District based upon City's breach of this Agreement; provided, however, the foregoing indemnification obligations of City shall not apply to any losses, damages, liens, liabilities, statutory fines or penalties, claims, and causes of action to the extent caused by the gross negligence or intentional misconduct of District or any of the District Indemnified Parties. Notwithstanding the foregoing portion of this Section 8, the City shall not be responsible to District or to any third parties in any way for (a) any defects in the plans and specifications for the Parking Structure or any Capital Repair/Replacement Work, or (b) any structural or other defects, latent or patent, in any work done according to the approved plans and specifications for the Parking Structure or any Capital Repair/Replacement Work. District shall hold harmless, indemnify and defend the City Indemnified Parties from and against any claims or suits for damages to property or injuries to persons (including death) arising out of or in any way relating to defects, latent or patent, in the plans and specifications or the actual construction work and improvements comprising the Parking Structure or any Capital Repair/Replacement Work, including, without limitation, the violation of any governmental regulations, or arising out of or in any way relating to any defects in any work done and/or improvements completed according to approved plans and specifications therefor.

C. This Section 8 shall survive any termination of this Agreement as to City acts or omissions occurring prior to the termination of this Agreement.

Section 9. Maintenance of Easement Area. District shall be responsible for and shall pay for all costs for maintenance, repair, and replacement of all improvements, furnishings, fixtures, and equipment, and personal property situated within the Easement Area from time to time, with no contribution by City (except as provided in Section 3 hereof); provided, however, that said responsibility of District shall exclude that portion of the Capital Repair/Replacement Work that is City's responsibility in accordance with Section 10 of this Agreement. In addition, City shall be responsible for and shall pay for all costs for repair and replacement of any of the improvements, furnishings, fixtures, and equipment, and personal property situated from time to time within the Easement Area that result from damages caused by City or any of City's permittees,

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Not by way of limitation of the foregoing, City's maintenance, repair, and replacement obligations shall include, but shall not be limited to, the following: (i) maintenance of asphalt parking, and driving surfaces within the Easement Area (except superstructure and concrete surfaces which are the responsibility of District) in a smooth condition evenly covered with the type of surface material originally installed thereon, or such substitute thereof as shall be in all material respects equal thereto in quality and durability; (ii) removal of all oil drippings, papers, debris, filth, and refuse from the Easement Area (other than designated trash receptacles); (iii) cleaning, maintaining, and replacing lighting fixtures within the Easement Area, and re-lamping and reballasting the same as needed; (iv) repainting of striping, markers, and directional signs within the Easement Area shall be maintained in good condition in accordance with any standards imposed by any government authority having jurisdiction over the Easement Area. Notwithstanding the above, District shall be responsible for all costs for repair and replacement of any of the improvements, furniture, fixtures, and equipment and personal property situated from time to time within the Easement Area that result from damages caused by District or any of District's permittees.

Section 10. Capital Repair/Replacement Work. Subject to City's limited responsibilities in Section 9, District shall be responsible for performing any Capital Repair/Replacement Work that may be required from time to time with respect to the Parking Structure and the Property, and any ingress and egress to and from the Parking Structure and public streets, with no contribution by City. As used herein, the term "Capital Repair/Replacement Work" shall include repair and replacement, as needed, of the foundations, superstructure, walls, exit stairs, access ramps, the concrete flooring and parking surfaces, walls, ceilings, and structural elements of the Parking Structure in and about the Easement Area. District and City must mutually agree with respect to any such Capital Repair/Replacement Work that either Party believes is or may be required and with respect to the time, place, and manner for performance of such work, subject to their mutual agreement that the Parking Structure shall be maintained in compliance with all applicable laws and regulations promulgated and enforced by governmental agencies with jurisdiction over the Property and in good condition and repair, consistent with District's use of the Property.

Section 11. Alterations and Improvements; No Operating Covenant. Subject to compliance with all applicable laws and regulations promulgated and enforced by governmental agencies with jurisdiction over the Property, District shall have the right to expand, contract, or otherwise alter the portion of the Parking Structure outside the Easement Area at its sole cost and expense without City's prior written consent, as long as District's alterations do not obstruct, impair, or diminish City's use of the Easement Area.

Section 12. No Liens. City shall not allow to be recorded against the other than with respect to the Easement Area on a basis subordinate to a first trust deed loan which affects the Property any mechanics' or materialmen's, lis pendens, or other lien arising out of its use of the Easement Area or this Agreement. If any such lien other than as permitted pursuant to the foregoing portion of this Section 12 shall at any time be recorded against the Property and City fails, within ten (10) days after the date of City's receipt of notice of the imposition of any such lien, to either pay or discharge the same, then District may pay such claim and the amount so expended by District shall be reimbursed by City within five (5) days after receipt of District's

invoice therefor. If City desires to contest the validity of any such lien or claim in good faith, it shall notify District of its intention to do so within five (5) days after the filing of the lien and, as a condition thereto, City shall at its expense post an appropriate bond for the benefit of District and the Property, in an amount sufficient to protect the District from any loss as a result of the lien or claim. In the event of any such contest, City shall protect and indemnify District against all loss, cost, expense, and damage resulting therefrom.

Section 13. Compliance with Laws. City shall, at its sole cost and expense, (i) comply with all federal, state, and local laws, statutes, ordinances, building codes, rules, and regulations applicable to this Agreement and City's occupancy and use of the Easement Area, including, without limitation, all Hazardous Materials Laws. As used herein, the term "Hazardous Material Law" means any federal, state, or local law, ordinance, or regulation, any order, demand, or guidance document of any governmental agency or any licenses or permits relating to any Hazardous Material. As used herein, the term "Hazardous Material" means any substance, material, or waste which is or becomes regulated by the United States government, the State of California, or any local or other governmental authority, including, without limitation, any material, substance, or waste which is (i) defined as a "hazardous waste," "acutely hazardous waste," "restricted hazardous waste," or "extremely hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code; (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code; (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code; (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code; (v) petroleum; (vi) asbestos; (vii) a polychlorinated biphenyl; (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, Chapter 20; (ix) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act (33 U.S.C. Section 1317); (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. Section 6903); (xi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601); or (xii) any other substance, whether in the form of a solid, liquid, gas, or any other form whatsoever, which by any governmental requirements either requires special handling in its use, transportation, generation, collection, storage, treatment or disposal, or is defined as "hazardous" or is harmful to the environment or capable of posing a risk of injury to public health and safety. In the event City or any of City's permittees causes a release, spill, or discharge of Hazardous Materials on, in, under, or in the vicinity of the Property City shall promptly remediate such release, spill, or discharge in compliance with all applicable Hazardous Materials Laws and at no expense to District and, not by way of limitation of the foregoing obligation, City's indemnity obligations set forth in Section 6 of this Agreement shall apply.

<u>Section 14</u>. <u>Estoppel Certificates</u>. Each Party, upon the written request of the other Party (which may not be more frequent than two (2) times during any calendar year), shall issue to the requesting Party, the requesting Party's existing or prospective mortgagee or a potential successor of such requesting Party, within ten (10) business days of receipt of any such request, an estoppel certificate stating (i) whether the responding Party knows of any default under this Agreement by it or the requesting Party and, if there are known defaults, specifying the nature thereof; (ii) that the Agreement has not, to such responding Party's knowledge, been modified or amended in any

way, except as may be of record or otherwise disclosed by the responding Party; (iii) that to the responding Party's knowledge, this Agreement is in full force and effect; and (iv) those amounts, if any or applicable, then owed by the requesting Party or the responding Party under this Agreement.

<u>Section 15</u>. <u>Amendment</u>. This Agreement shall not be amended orally, and no executory agreement shall be effective to waive, change, modify, or discharge it, in whole or in part, unless such executory agreement is in writing and is signed by the Party against whom enforcement of any waiver, change, modification, or discharge is sought.

Section 16. Assignment. District may assign any and all of its rights and obligations with respect to this Agreement without the prior consent of City, to any purchaser of the Property. City may assign any and all of its rights and obligations with respect to this Agreement only to a party that is responsible for operation of City's Uses with respect to the Property. From and after the date of any assignment that is permitted in accordance with this Agreement, the assignor/transferor automatically shall be released from each and every obligation, responsibility, and liability arising under this Agreement and the other Party's sole recourse hereunder shall be against the assignee/transferee. Any unpermitted assignment shall be null and void unless approved by both Parties in writing, with each Party reserving the right to disapprove such assignment in its sole and absolute discretion. At the time of any permitted assignment the assignor/transferor, assignee/transferee, and the other Party to this Agreement shall enter into an assignment and assumption agreement reasonably satisfactory to all parties consistent with the foregoing.

<u>Section 17</u>. <u>Agreement Binding Upon Successors</u>. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective Parties.

Section 18. Subordination; Mortgagee Protection. This Agreement and City's rights hereunder shall be senior and superior to the rights of the holder of any deed of trust, mortgage, or other security instrument encumbering the Property (collectively, a "Mortgage"). In the event there is an outstanding Mortgage encumbering the Property on the Effective Date of this Agreement, or District is causing a Mortgage to be recorded against the Property concurrently with the recordation of this Agreement, District shall cause the holder of such Mortgage to execute and deliver to City and/or record against the Property an agreement acknowledging the senior and superior status of City's rights hereunder and this Agreement to the rights and security interest of the holder of the Mortgage in and to the Property ("Subordination Agreement"), and the form and content of the Subordination Agreement shall be reasonably acceptable to City's counsel. Subject to the foregoing, no violation or breach of any of the covenants, agreements, and restrictions set forth in this Agreement shall affect or impair the liens and rights of a holder of a Mortgage which is now or hereafter recorded against the Property or any portion thereof, or the rights of any person or entity who acquires the Property based upon the foreclosure of such Mortgage or through a conveyance by deed in lieu of foreclosure, or any successor or assignee of any of them. The Parties shall amend this Agreement to make such commercially reasonable modifications to this Section 17 as may be required by any existing or prospective holder of a Mortgage.

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Casualty Loss. District shall not be deemed to be in default of this Section 19. Agreement if the Parking Structure within which a portion of the Easement Area is situated is damaged or destroyed due to a casualty loss. In such event, however, District and City shall consult and cooperate with one another as to appropriate repair and replacement solutions and District shall be responsible to commence and complete the repair and replacement of the damaged or destroyed elements of the Parking Structure (and any other destroyed or damaged improvements within the Easement Area) as promptly as practical with the objective of restoring the same as closely as practical to the condition such improvements were in immediately prior to the casualty loss. Promptly following City's request therefor, District shall provide to City all available plans and specifications, names of design professionals and contractors, and construction contracts for such work. District shall have the right to expand, contract, or otherwise modify the Parking Structure (i) subject to City's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed so long as such change does not have any non-diminimus adverse effect on City's use or enjoyment of the Easement Area upon completion of the work, nor impose any additional expense or charge on City; or (ii) as required by applicable law.

Section 20. Defaults and Remedies.

A. Failure by any Party to perform any action or covenant required by this Agreement within the time periods provided herein, or otherwise, following notice shall constitute a "Default" under this Agreement. A Party claiming a Default shall give written Notice of Default to the other Party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against the other Party if such Party within thirty (30) days after the date of such Notice of Default immediately cures, corrects or remedies such failure or delay.

B. Except as otherwise specifically provided herein, upon the occurrence of a Default, and the expiration of the applicable cure period pursuant to subsection A above, the nondefaulting Party shall have the right, in addition to any other rights or remedies, to institute any action at law or in equity to cure, correct, prevent or remedy any Default, or to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of San Bernardino, State of California, or in the Federal District Court for the Central District of the State of California. Notwithstanding anything herein to the contrary, a Party's right to recover damages in the event of a Default by the other Party shall be limited to recovery of actual damages and shall exclude consequential damages.

C. The rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party, except as otherwise expressly provided herein.

D. Any failures or delays by any Party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

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<u>Section 21</u>. <u>Reversion</u>. If City determines that it no longer has need of the Easement Area, as determined in its sole and absolute discretion, City shall notify District in writing of same ("Disposition Notice") no less than sixty (60) days before its intent to discontinue use of the Easement Area. Upon City providing District with the Disposition Notice, this Agreement shall terminate and the Easement Area shall automatically revert back to District exclusively together with all rights and privileges afforded herein

<u>Section 22</u>. <u>Non-Dedication</u>. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Parking Structure to the general public or for any public use or purpose whatsoever, it being the intention of the Parties and their successors and permitted assigns that nothing in this Agreement, express or implied, shall confer upon any person, other than the Parties and their successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

<u>Section 23</u>. <u>Attorneys' Fees</u>. If any action is commenced to enforce or interpret any provision of this Agreement, or arising out of this Agreement, the prevailing Party, as determined by a final court judgment, shall be entitled to recover from the other Party, in addition to costs and any other relief, such reasonable attorneys' fees incurred in the action as the court may award, including attorneys' fees for a Party's use of in-house counsel.

<u>Section 24</u>. <u>Authority</u>. The individuals executing this Agreement represent and warrant that they are duly authorized to execute this Agreement on behalf of their respective principals.

<u>Section 25.</u> <u>Governing Law</u>. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without regard to conflicts of law principles.

<u>Section 26</u>. <u>Time and Excusable Delays</u>. The time for performance of an obligation, other than the payment of money, shall be extended for the period during which a Party is prevented from performing by the act or omission of another Party to this Agreement, acts of God, government, or other force or event without the fault and beyond the reasonable control of such Party.

Section 27. Waiver. No right or remedy under this Agreement shall be deemed to have been waived unless the waiver is in writing and signed by the Party to be charged. One waiver shall not be interpreted as a continuing waiver.

<u>Section 28</u>. <u>Exhibits</u>. All Exhibits attached and referred to in this Agreement are hereby incorporated herein as though fully set forth herein and shall be deemed to be a part of this Agreement.

<u>Section 29</u>. <u>Entire Agreement</u>. This Agreement, and the exhibits referenced herein or attached hereto, set forth and contain the entire understanding and agreement of the Parties with respect to the subject matter addressed herein, and there are no oral or written representations, understandings, or ancillary covenants, undertakings, or agreements which are not contained or expressly referred to herein and no testimony or evidence of any such representations,

understandings, or covenants shall be admissible in any proceedings of any kind or nature to interpret or determine the provisions or conditions of this Agreement.

CITY OF REDLANDS

Date of this Agreement.

REDLANDS RAILWAY DISTRICT, LLC a California limited liability company

BY ITS MANAGER: JUDSON & BROWN, LLC, a Nevada limited liability company

By:

Paul W. Foster, Mayor

By: Donald J. Berry, Jr., Manager

ATTEST:

Donaldson, City Clerk nne

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Maintenance Schedule

SBCTA Contract No. 21-1002655

Maintenance Schedule

ITEM Landscape/Irrigation	FREQUENCY Twice Monthly
Trash Pickup & Cleanup	Daily
Platform Washing	Weekly
Graffiti Removal	As Needed
Plumbing/Electrical	Annually or As Needed
Vandalism Repairs	As Needed
Storm Drain System (including inlets)	As Needed

Facilities owned or operated by SCRRA located on Non-Operating Property which are outside the scope of this Maintenance Schedule include:

- CCTV Security Cameras
- Commuter Information System (CIS) signs
- Ticket Vending Devices (TVD)

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Contract Class:	Payab	le	Depar	tment:	Т	ransit	_	
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Description:	Cooperative	Agreemen	t for the I	Maintenand	e and Security	y of Esri Station		
List Any Related Co	ontract Nos.:							
				Dollar	Amount			
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Additional Notes:								

Attachment: 20-1002254 CSS [Revision 3] (8046 : Station Agreements for San Bernardino, Redlands, Omnitrans, and Esri)

AGREEMENT NO. 20-1002254

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INCORPORATED

FOR

ESRI STATION OPERATIONS AND MAINTENANCE AGREEMENT

THIS AGREEMENT ("AGREEMENT") is hereby made, entered into and effective on the date the last PARTY signs it ("Effective Date"), by and between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY ("SBCTA") and ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INCORPORATED ("ESRI"). SBCTA and ESRI are sometimes individually referred to as "PARTY" and collectively referred to as the "PARTIES."

WHEREAS, SBCTA and ESRI previously entered into a Cooperative Agreement, SBCTA Contract No. 16-1001470, dated August 15, 2016, with regard to the PARTIES' responsibilities for planning, design, construction, operation, and maintenance of the Redlands Passenger Rail Project ("PROJECT"); and

WHEREAS, the Esri Station is exclusively a PROJECT betterment, planned, designed, constructed, operated and maintained upon ESRI's request and at ESRI's sole cost; and

WHEREAS, the PARTIES desire to enter into this AGREEMENT to further define the roles and responsibilities of the PARTIES for the maintenance and security of the Esri Station; and

WHEREAS, after this AGREEMENT has been in effect for 18 months, the PARTIES will meet and evaluate the performance and costs of the maintenance and operations being performed under this AGREEMENT, and will mutually agree upon any revisions needed to the AGREEMENT; and

NOW, THEREFORE, the PARTIES hereby mutually agree as follows:

<u>I.</u> <u>DEFINITIONS</u>

1.1. <u>Definitions</u>. As used in this AGREEMENT, the following terms, phrases, words and their derivations, shall have the meanings set forth herein. Words used in the present tense include the future tense, words used in the singular shall include the plural, and plural words shall include the singular. Words not specifically defined shall be given

their common and ordinary meaning.

- a. "Non-Operating Property" shall refer to such real property and facilities, excluding Operating Property, on which the Commuter Rail Station is situated, shown as Area "A" on Exhibit "A", Property. Non-Operating Property shall also include the Standard Platform.
- b. "Operating Property" shall refer to the real property owned by SBCTA that is used for railroad operations, including but not limited to railroad trackage right-of-way, rails, ties and ballast, shown as Area "B" on Exhibit "A," Property.
- c. "Standard Platform" shall refer to that certain type of rail passenger platform, the size, dimensions, and materials of which are set forth in more particular detail in Exhibit "B," Standard Platform.
- d. "Station Site" shall refer to SBCTA's real property purchased from the Atchison, Topeka and Santa Fe Railway Company and/or other persons upon which the subject Esri Station is built, as shown on Exhibit "A," Property.
- e. "Commuter Rail Station" shall refer to the commuter rail passenger terminal and all Operating Property and Non-Operating Property associated therewith. The Commuter Rail Station is shown as Areas "A" and "B" on Exhibit "A," Property.
- f. "SCRRA" shall refer to the Southern California Regional Rail Authority.
- g. "Betterments" shall refer to facilities which are not required for the PROJECT nor required by City of Redlands zoning or building regulations, but rather are enhancements to the PROJECT.
- h. "Arrow" shall refer to the commuter rail service operated by SCRRA.

II. PURPOSE OF COOPERATIVE AGREEMENT

2.1. <u>Maintenance and Security of the Commuter Rail Station</u>. The purpose of this AGREEMENT shall be to provide for the maintenance and security of the Esri Station.

III. OWNERSHIP OF PROPERTY

- **3.1.** <u>Commuter Rail Station Vesting of Title</u>. The PARTIES agree that title to the Esri Station shall be held as follows:
 - a. SBCTA shall hold title to all Non-Operating Property facilities that will be licensed by SBCTA to ESRI for such uses contemplated in this Agreement.
 - b. SBCTA shall hold title to the Station Site.

IV. TERM OF AGREEMENT

4.1. <u>Term</u>. The term of this AGREEMENT is effective on the date the last PARTY signs it, and shall continue thereafter until terminated as provided for in Article XV -

Termination of Agreement.

<u>COMMUTER RAIL STATION</u>

- **5.1.** <u>Maintenance of Commuter Rail Station</u>. ESRI shall oversee the maintenance of the Commuter Rail Station Non-Operating Property, except as stated in Section 5.1.c. The Commuter Rail Station platform maintenance areas are shown as Area "A," Commuter Rail Station Non-Operating Property, on Exhibit "A," Property.
 - a. ESRI shall arrange for and provide the maintenance of the Commuter Rail Station platform areas as set forth in Exhibit "C," Maintenance Schedule.
 - b. ESRI shall be **100%** responsible for all costs required maintain the Commuter Rail Station Non-Operating Property, including, but not limited to, the costs of real property and liability insurance, maintenance of the Standard Platforms, signage, security, perimeter landscaping, utilities and lighting.
 - c. PARTIES understand and agree that ESRI is solely responsible for all costs required for SCRRA to operate and maintain the CCTV Security Cameras, Commuter Information System (CIS) signs, and Ticket Vending Devices (TVD) located within the Commuter Rail Station Non-Operating Property.
- **5.2.** <u>Commuter Rail Station Security</u>. ESRI shall arrange for and provide security to the Commuter Rail Station Non-Operating Property.
 - a. ESRI shall be **100%** responsible for all costs to provide security to the Commuter Rail Station Non-Operating Property.
 - b. ESRI shall arrange for the provision of security for the Commuter Rail Station Non-Operating Property to ensure customer and vehicle safety during commuter periods. Security shall be provided by uniformed guards from thirty (30) minutes before the first train is scheduled to arrive until thirty (30) minutes after the last scheduled train departs.
 - c. The "Level of Security" and other standards to establish minimum security requirements shall be jointly developed by the PARTIES. ESRI station security responsibilities shall not extend to security inside the trains. SBCTA is supportive of ESRI, or its security contractor, being allowed to enter the trains to follow a person of interest relevant to the provision of security at the station. The PARTIES agree to meet and confer no later than eighteen (18) months after the start of revenue service to jointly re-examine the minimum security requirements for the Commuter Rail Station Non-Operating Property.
- **5.3.** <u>License</u>. For the term of this AGREEMENT, ESRI has license to enter upon the portions of the Commuter Rail Station Site identified as Area "A" in Exhibit "A" expressly for the purpose of carrying out ESRI's duties and obligations hereunder, and to operate and maintain the facilities on Non-Operating Property located upon SBCTA's right-of-way subject to this AGREEMENT, including, but not limited to, the Standard Platforms.

<u>VI.</u> COMMUTER RAIL STATION BETTERMENTS

6.1. <u>Maintenance of the Commuter Rail Station Betterments</u>. At the time of execution of this AGREEMENT, no Betterments are contemplated or obligated for the Commuter Rail Station. ESRI shall submit any plans for any Betterments requested to SBCTA for approval. ESRI shall construct such Betterments at its sole cost, and shall provide, at its sole cost, security and maintenance of said Betterments.

<u>VII.</u> PARKING LOT

7.1. <u>Reservation of Parking</u>. At the time of execution of this AGREEMENT, no parking is contemplated for the Commuter Rail Station, nor is any future obligation to provide parking contemplated.

<u>VIII.</u> INSURANCE

- **8.1.** ESRI shall be responsible for securing and maintaining real property insurance which covers the improvements installed on the Non-Operating property installed by the PROJECT, which includes but is not limited to platforms, signs, railing, and canopies, with coverage types and limits that SBCTA deems appropriate. The Non-Operating property insurance shall be reviewed by ESRI (or their insurance professionals) and adjusted annually to ensure that limits keep pace with local construction inflation cost. ERSI shall perform at their cost a professional insurance value property appraisal no less than every three years. A copy of the insurance value property appraisal shall be provided to SBCTA's Risk Manager as it relates to the property in this agreement. ESRI shall be responsible for 100% of the cost of the insurance required under this Section 8.1.
- **8.2.** During the time this AGREEMENT is in effect, each PARTY shall obtain and maintain adequate insurance or self-insurance to cover its liability, defense and indemnification obligations, including but not limited to Commercial General Liability, Automobile Liability, Worker's Compensation and Property Insurance, in order to protect itself and the other parties. ESRI shall list SBCTA as an additional insured on its Commercial General Liability insurance policies. SBCTA will list ESRI as a Loss Payee on any Property Insurance with respect to ESRI's interest as outlined in this AGREEMENT. ESRI will provide a waiver of subrogation endorsement on all policies.

<u>IX.</u> FISCAL YEAR

9.1. <u>Fiscal Year</u>. The fiscal year of this AGREEMENT shall begin on the first day of July each year.

<u>X.</u> INVOICES AND ACCOUNTING

- **10.1.** <u>Accounting</u>. Each PARTY shall make the relevant portions of its accounting books and records available to the other PARTY at any time during the term of this AGREEMENT upon reasonable prior written notice. The relevant records and accounting book shall be limited to payments for obligations subject to this agreement
- **10.2.** <u>Invoicing</u>. ESRI shall, within thirty (30) calendar days of receipt thereof, pay any invoice for costs incurred by SBCTA for which ESRI is responsible for pursuant to this AGREEMENT.

XI. DISTRIBUTION OF PROPERTY

11.1. Upon termination of this AGREEMENT, vesting of title to all real property shall remain in SBCTA's name; however, SBCTA shall remove any Non-Operating Property facilities which occupy SBCTA's right-of-way pursuant to license granted by SBCTA from SBCTA's right-of-way, and the salvage value therefor, if any, shall be distributed to ESRI.

<u>XII.</u> NOTICES

12.1. <u>Notices to Parties</u>. All notices, consents, directions, approvals, instructions, requests, and other communications regarding this AGREEMENT shall be in writing, shall be addressed to the persons and addresses set forth below, and shall be (i) deposited in the United States Postal Service mail, first class, certified with return receipt requested and with appropriate postage, (ii) hand delivered. From time to time each of the PARTIES may designate a new address for purposes of the Article by providing notice to the other signatory as provided in this Section 12.1.

To ESRI:	ESRI Director of Operations 380 New York Street Redlands, CA 92373
With a Copy to:	Legal Department 380 New York Street Redlands, CA 92373
To SBCTA:	Director of Transit & Rail Programs San Bernardino County Transportation Authority 1170 W. Third Street, 2 nd Floor San Bernardino, CA 92410

With a Copy to:General Counsel
San Bernardino County Transportation Authority
1170 W. Third Street, 2nd Floor
San Bernardino, CA 92410

All notices shall be deemed to have been given: if sent by US certified mail, return receipt requested, three (3) business days following deposit with the United States Postal Service; if by overnight delivery service, courier, or other personal delivery, upon receipt. Notice to a PARTY shall not be effective unless and until each required copy of such notice is given to said PARTY as provided above in this Section 12.1. In the event of inability to deliver a notice because of a changed address of which no notice was given, or any rejection or other refusal to accept any notice, reciept shall be deemed made as of the date which the United States Postal Service endorses the notice as undeliverable and consequently returns the notice to the sender. Any notice to be given by any PARTY may be given by legal counsel for such PARTY.

XIII. MISCELLANEOUS

- **13.1.** <u>Consents and Agreements</u>. Any and all consents and agreements provided for or permitted by this AGREEMENT shall be in writing, and a signed copy thereof shall be filed and maintained by each PARTY in its official records together with this AGREEMENT. Whenever consent or approval of any PARTY is required, that PARTY shall not unreasonably withhold or delay such consent or approval.
- **13.2.** <u>Sole and Only Agreement</u>. This AGREEMENT contains the sole and only agreement of the PARTIES, and supersedes SBCTA Contract 16-1001470, as to the subject of this AGREEMENT, and correctly sets forth the rights, duties, and obligations of each PARTY to the other as of the Effective Date. To the extent any prior agreements, negotiations and/or representations are not expressly set forth in this AGREEMENT, they are superseded.
- **13.3.** <u>Amendments</u>. This AGREEMENT may be amended or modified only by an instrument in writing signed by the PARTIES.
- **13.4.** <u>Severability</u>. If any one or more provisions contained in this AGREEMENT shall be held invalid or illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- **13.5.** <u>Headings and Subtitles</u>. Headings and subtitles of this instrument have been used for convenience only and do not constitute matter to be considered in interpreting this AGREEMENT.
- **13.6.** <u>Indemnity</u>. The PARTIES acknowledge and agree that SBCTA would not be building the STATION but for ESRI's desire to have the STATION for its benefit and that the intent is that the STATION will be secured and maintained at no additional cost or risk to SBCTA. Therefore, ESRI will assume, and indemnify, defend and hold SBCTA

harmless from, all claims and liabilities (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries (including death), worker's compensation subrogation claims, damage to or loss of use of property arising out of, or in any way related to, the existence, location, maintenance, security and safety of the STATION, except to the extent such claims or liabilities are caused by SBCTA's sole negligence or willful misconduct. These obligations survive termination of this AGREEMENT.

- **13.7.** <u>Law of the Jurisdiction and Venue.</u> In the event of any litigation arising out of the terms of this AGREEMENT, the law of the State of California shall apply, and the venue of any such action shall be the Superior Court of the State of California for the County of San Bernardino, San Bernardino District.
- **13.8.** <u>Dispute Resolution.</u> In the event any dispute arises between the PARTIES under or in connection with this AGREEMENT, the dispute shall be resolved by the Executive Director of SBCTA and the ESRI Director of Operations, or their duly authorized representatives, within thirty (30) calendar days after receipt of written notice of said dispute. Said notice shall include a detailed statement of the grounds of the dispute and reasons why the dispute should be resolved in the disputing PARTY's favor. If the PARTIES fail to resolve the dispute in a manner acceptable to the disputing PARTY, then such dispute may be decided by the court as set forth in Section 13.7; however, nothing in this AGREEMENT shall prevent the PARTIES from engaging in any mutually agreed to alternative dispute resolution, including, but not limited to, mediation. Pending resolution of the dispute, PARTIES shall proceed with the performance of this AGREEMENT to the extent practicable.
- **13.9.** <u>SCRRA Permitting</u>. This AGREEMENT is not in lieu of SCRRA's Permitting and Right-of-Entry process. ESRI and its consultants and contractors are required at all times to follow all SCRRA Temporary Right-of-Entry Agreement ("Form 6") and Rules and Requirements for Construction on Railway Property ("Form 37") requirements for any persons, work or equipment upon the railroad right-of-way and other applicable guidelines and directives. Applicants must submit SCRRA's Form 6 prior to entering or beginning work on railroad right-of-way before SCRRA support services will be scheduled or provided including: Employee-In-Charge (EIC), Flagging, SCRRA cable and signal marking, and SCRRA Safety. SCRRA Form 6 and Form 37 may be found upon the Metrolink website.

XIV. DEFAULT AND REMEDIES

- **14.1.** Event of Default. For the purposes of this AGREEMENT, reference to a defaulting PARTY or non-defaulting PARTY are specific to each individual Event of Default and independent of other Events of Default which may have occurred. Each of the following shall constitute an "Event of Default":
 - a. A failure by any PARTY to make, or cause to be made, any payment due and payable by said PARTY to another non-defaulting PARTY on or before the date that any such payment or deposit is due following the expiration of any applicable grace period set forth in the applicable document;

- b. Failure by any PARTY to perform or observe any of its obligations set forth in this AGREEMENT.
- **14.2.** <u>Opportunity to Cure</u>. Except as provided below, no Event of Default under Section 14.1-<u>Event of Default</u> shall constitute a "Default" until all of the following has occurred and the Event of Default remains uncorrected:
 - a. The non-defaulting PARTY has given written notice to the defaulting PARTY of such Event of Default, specifying the particular facts and circumstances that constitute an Event of Default. However, failure to provide notice of Event of Default in accordance with Section 12.1-<u>Notices to Parties</u> shall not be deemed to waive any PARTY's rights under this AGREEMENT or applicable law, and may be cured by subsequently providing notice in the required manner;
 - b. The defaulting PARTY has had thirty (30) calendar days after receipt of such written notice to correct the Event of Default. If the defaulting PARTY cannot correct the Event of Default within thirty (30) calendar days, and the non-defaulting PARTY, in its reasonable judgment, consents, the defaulting PARTY may initiate and diligently pursue necessary corrective measures approved by the non-defaulting PARTY. However, any Event of Default must be remedied within one hundred eighty (180) calendar days after its initial occurrence. Should the defaulting PARTY fail to initiate and diligently pursue the approved corrective action, then the Event of Default shall constitute a Default; and
 - c. If the defaulting PARTY fails to take and complete action necessary to cure any Event of Default, the non-defaulting Party may initiate any corrective action it deems appropriate and may charge the reasonable costs for said corrective actions back to the defaulting PARTY which must be paid in full by the defaulting PARTY no later than thirty (30) calendar days from receipt of the related invoices.
- 14.3. <u>Remedies</u>. Whenever any Event of Default becomes a Default pursuant to Section 14.2
 <u>Opportunity to Cure</u>, the non-defaulting PARTY may, after exhausting the process set forth in 13.8, take whatever action at law or equity that may appear necessary or desirable to make the non-defaulting PARTY whole or compel the defaulting PARTY to perform as required by this AGREEMENT.
- 14.4. <u>No Remedy Exclusive</u>. No remedy herein conferred upon or reserved to any PARTY is intended to be exclusive of any other available remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy available under this AGREEMENT, at law or in equity. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or be construed to be a waiver thereof, but any such right or power may be exercised from time-to-time and as often as may be deemed expedient.
- **14.5.** <u>Attorneys' Fees</u>. Except as provided in section 13.6, if any PARTY brings an action or proceeding to enforce, protect or establish any right or remedy hereunder, each PARTY to this AGREEMENT shall bear its own costs, including attorneys' fees.

XV. TERMINATION OF AGREEMENT

- **15.1.** <u>Acts Constituting Termination</u>. This AGREEMENT shall commence on the date of its execution and shall continue until:
 - a. The sale or transfer of title, after completion of development of the Station Site, to any PARTY not contemplated herein;
 - b. Transfer or assignment, whether voluntary or involuntary, by either PARTY, without the written consent of the other PARTY, of any of the rights, titles, or obligations set forth in this AGREEMENT. Notwithstanding the foregoing, the Parties agree that ESRI may assign its rights and obligations hereunder to a related entity (an enity under common ownership and control with ESRI) with written notification to SBCTA;
 - c. Mutual agreement of the PARTIES to terminate this AGREEMENT;
 - d. Passenger rail service to the Commuter Rail Station is permanently discontinued.
 - e. Non-defaulting PARTY provides notice of termination to the defaulting PARTY for the defaulting PARTY's default which has not been cured in accordance with Section-14.2, <u>Opportunity to Cure</u>.
- **15.2.** <u>Distribution and Fees on Termination</u>. Upon termination of this AGREEMENT pursuant to Section 15.1:
 - a. All affairs undertaken or conducted pursuant to this AGREEMENT shall be wound up, the assets liquidated, the debts paid and the proceeds divided among the PARTIES to this AGREEMENT as provided in Article XI-Distribution of Property. Upon termination of this AGREEMENT pursuant to Section 15.1, all duties, obligations and responsibilities of the PARTIES, or any successors to their interests in this AGREEMENT, shall terminate, except the indemnification obligations of Section 13.6.
 - b. ESRI shall pay to SBCTA all costs of demolishing the Station Site and restoring the Station Site to a safe and useable condition for railroad right-of-way as if the Station Site had not been built.

<u>XVI.</u> ACCEPTANCE

16.1. <u>Acceptance of Agreement</u>. The PARTIES have approved this AGREEMENT by official actions of their respective governing bodies, and accept and agree to the terms set forth as of the date their authorized representatives have signed this AGREEMENT.

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

SAN BERNARDINO COUNTY **TRANSPORTATION AUTHORITY**

Executive Director

Date: _____

APPROVED AS TO FORM

By: _

Julianna K. Tillquist General Counsel

Date: _____

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INCORPORATED

By: _____

Donald J. Berry, Jr. COO, ESRI

Date:	
Date.	

APPROVED AS TO FORM

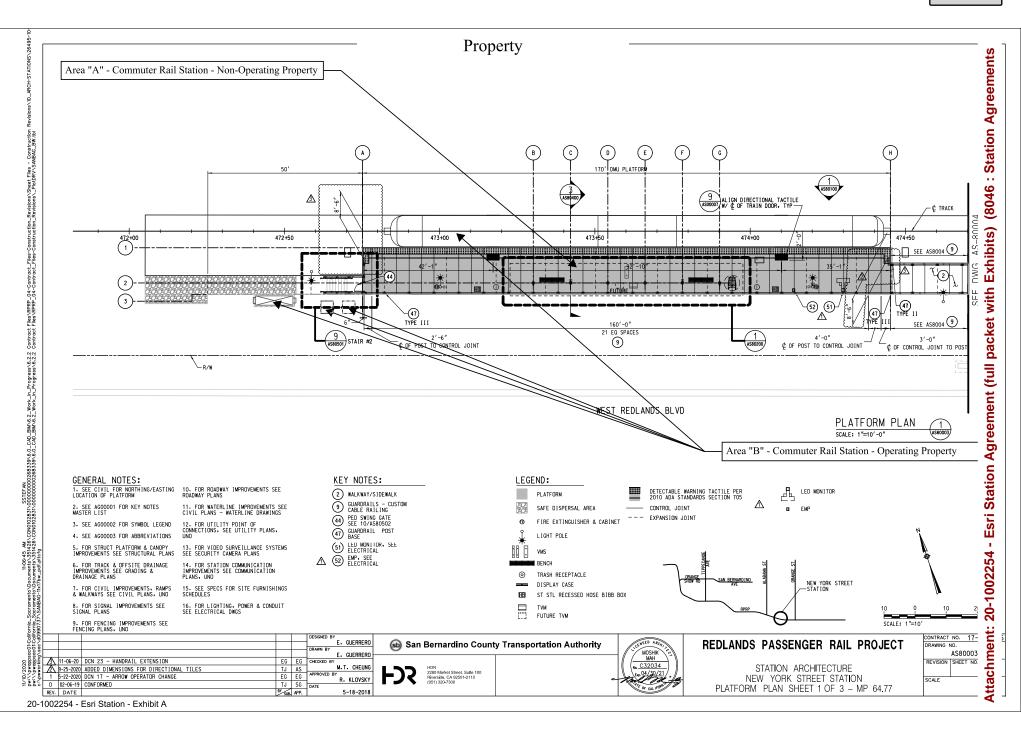
By:

Sim Saran Attorney

Date:

Exhibit "A"

Property



29.h

Property (8046 : Station Agreements Area "A" - Commuter Rail Station - Non-Operating Property A Difeditrit. Seconento Deconto M. Metevado Difeditrit. Seconento becento becento al contrast. Neurona and a contrast. Files April 2. Contrast. Files Contrast. Files Contrast. Files Contrast. Files April 2. Contrast. Files Area "B" - Commuter Rail Station - Operating Property (1B) (AS80503 -¢ TRACK 20-1002254 - Esri Station Agreement (full packet with Exhibits) 476+50 476+00 20 475+50 475+00 TYPE 47 1'-1 94'-21/2 15 EQ SPACES @ 8'-0" OC MAX & OF POST.TYP + ALIGN POSTS WITH . 193°FV AS-80003 --1 STA 474-(YPE (47)-67 197-61 8'-0" OC MAX OF POST T BOTH SIDES. GUARDRAIL POST-EXTENDS TO ATTACH SIGN, SEE AG00010 - ALIGN POSTS WITH GUARDRAIL ABOVE -(47) SEE DWG MATCH LINE MT 3 AS8050 TYPE III STAIR AS80503 2 AS80100 Ð WEST REDLANDS BLVD NEW YORK STREET STATION PLATFORM PLAN AS80004 SCALE: 1"=10'-0" GENERAL NOTES: LEGEND: 1. SEE CIVIL FOR NORTHING/EASTING LOCATION OF PLATFORM 10. FOR ROADWAY IMPROVEMENTS SEE ROADWAY PLANS DETECTABLE WARNING TACTILE PER 2010 ADA STANDARDS SECTION 705 2 WALKWAY/SIDEWALK PLATFORM 2. SEE AG00001 FOR KEY NOTES MASTER LIST 11. FOR WATERLINE IMPROVEMENTS SEE CIVIL PLANS - WATERLINE DRAWINGS $(\bar{\eta})$ HANDRAILS & RAILINGS ø FIRE EXTINGUISHER & CABINET CONTROL JOINT GUARDRAILS - CUSTOM CABLE RAILING 12. FOR UTILITY POINT OF CONNECTIONS, SEE UTILITY PLANS, UND --- EXPANSION JOINT LIGHT POLE 3. SEE AG00002 FOR SYMBOL LEGEND (36) HANDRAIL LIGHTING 4. SEE AG00003 FOR ABBREVIATIONS VMS 40 PLANTING AREA 5. FOR STRUCT PLATFORM & CANOPY IMPROVEMENTS SEE STRUCTURAL PLANS 13. FOR VIDEO SURVEILLANCE SYSTEMS SEE SECURITY CAMERA PLANS BENCH ð ICYCLE RACK 0 TRASH RECEPTACLE 14. FOR STATION COMMUNICATION IMPROVEMENTS SEE COMMUNICATION PLANS, UND 6. FOR TRACK & OFFSITE DRAINAGE IMPROVEMENTS SEE GRADING & DRAINAGE PLANS 43 (43) DISPLAY CASE 43 PED SWING GATE PER SCRRA STD ES4002 44 PED SWING GATE SEE 10/AS80502 HB ST STL RECESSED HOSE BIBB BOX AN BERNARDING NEW YORK STREET 15. SEE SPECS FOR SITE FURNISHINGS SCHEDULES 7. FOR CIVIL IMPROVEMENTS, RAMPS & WALKWAYS SEE CIVIL PLANS, UND TVM FUTURE TVM 8. FOR SIGNAL IMPROVEMENTS SEE SIGNAL PLANS 16. FOR LIGHTING, POWER & CONDUIT SEE ELECTRICAL DWGS (1) GUARDRAIL POST BASE 9. FOR FENCING IMPROVEMENTS SEE FENCING PLANS, UND SCALE: 1 =10 Attachment CONTRACT NO. 17-ENSED ARCH E. GUERRERO **REDLANDS PASSENGER RAIL PROJECT** 📾 San Bernardino County Transportation Authority DRAWING NO. MOSHIK MAH No. <u>C32034</u> AS80004 E. GUERRERO REVISION SHEET NO. M.T. CHEUNG STATION ARCHITECTURE R HDR 2280 Market Street, Sulle 100 Riverside, CA 92501-2110 (951) 320-7300 ...04/30/2 12-02-19 DCN 07 0 02-06-19 CONFORMED APPROVED BY TS AS NEW YORK STREET STATION R. KLOVSKY SCALE TJ SG PLATFORM PLAN SHEET 2 OF 3 - MP 64.77 DATE BY SUB. APP. 5-18-2018 REV. DATE

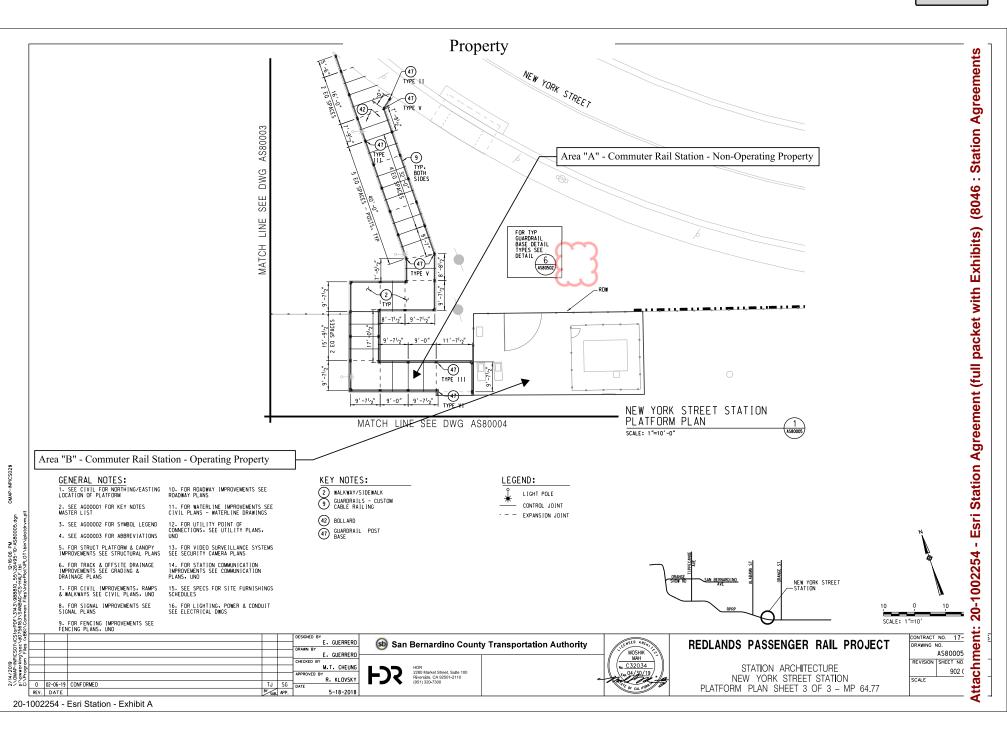
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20-1002254 - Esri Station - Exhibit A

Packet Pg. 861

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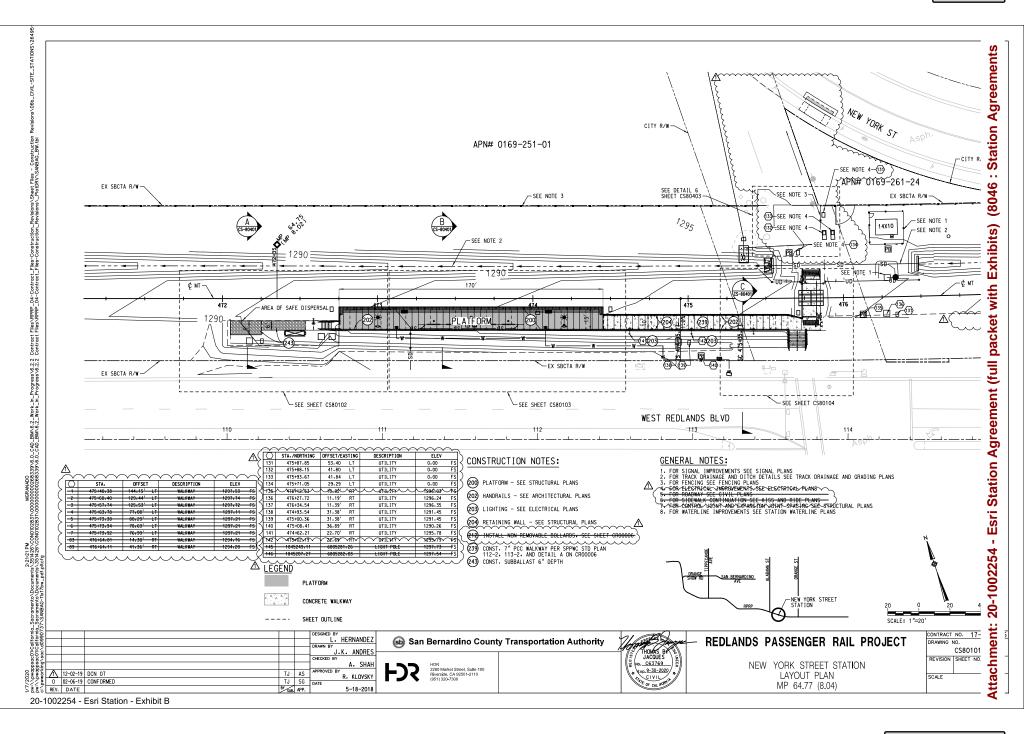


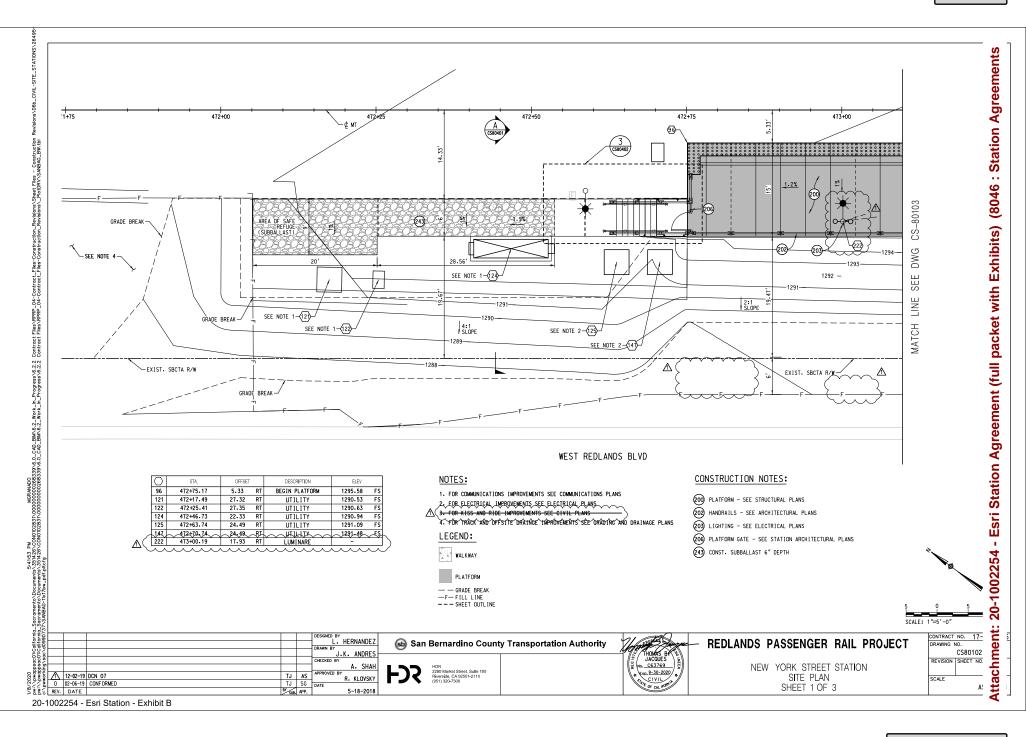
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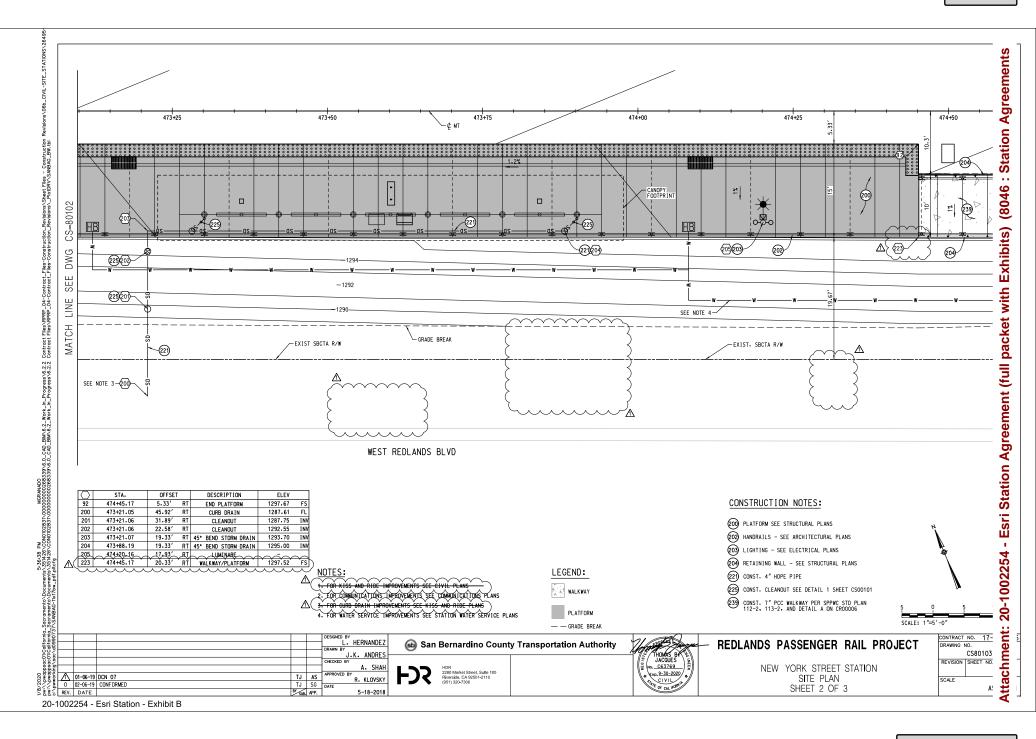
Exhibit "B"

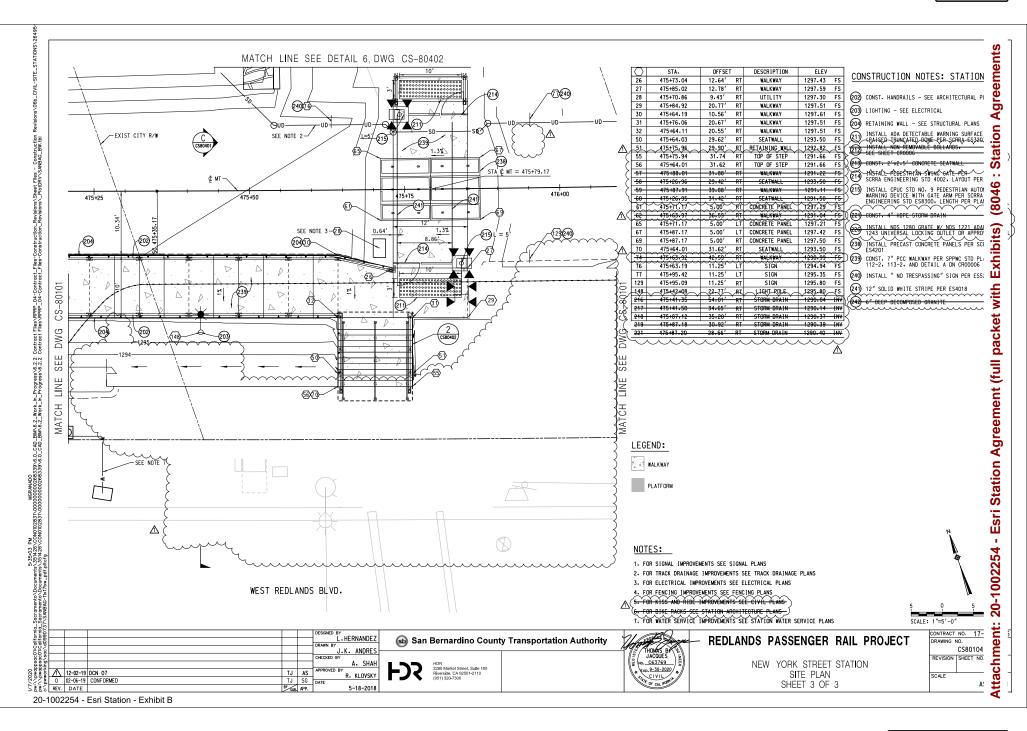
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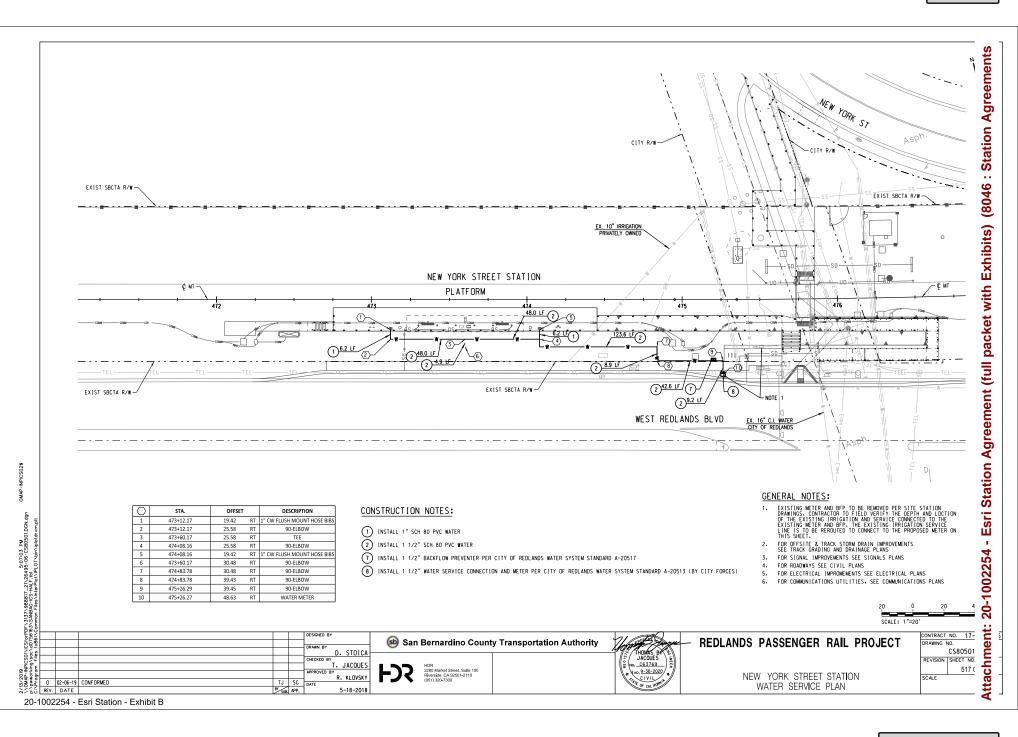
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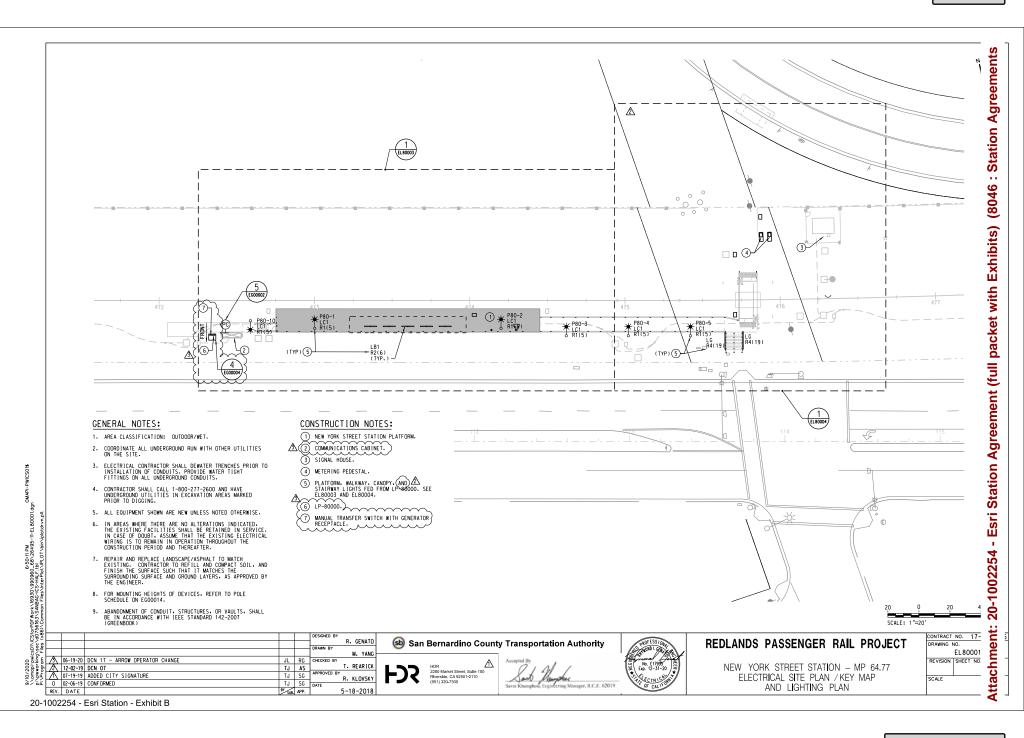


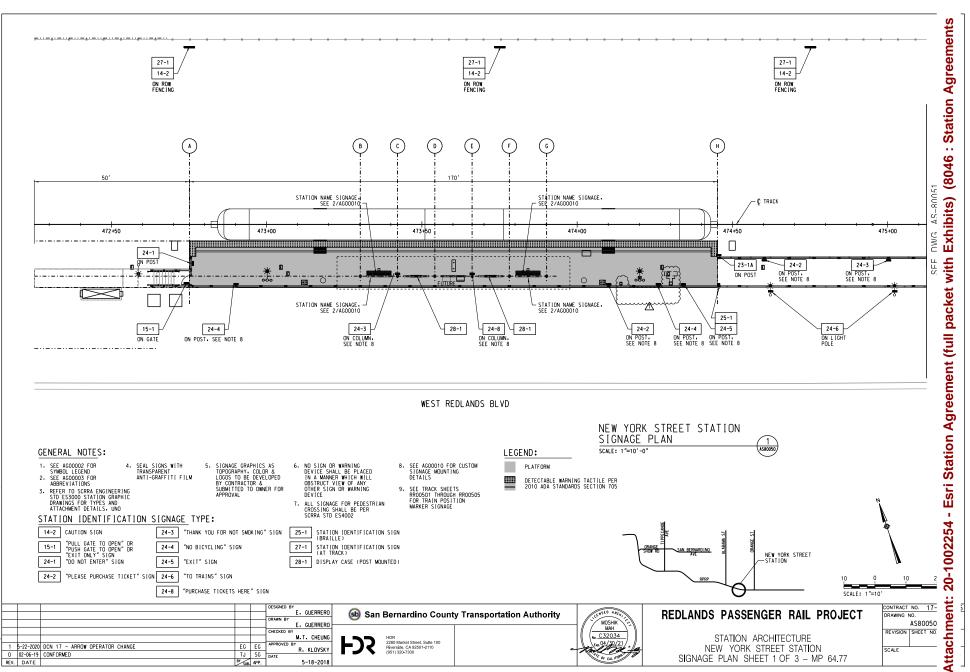






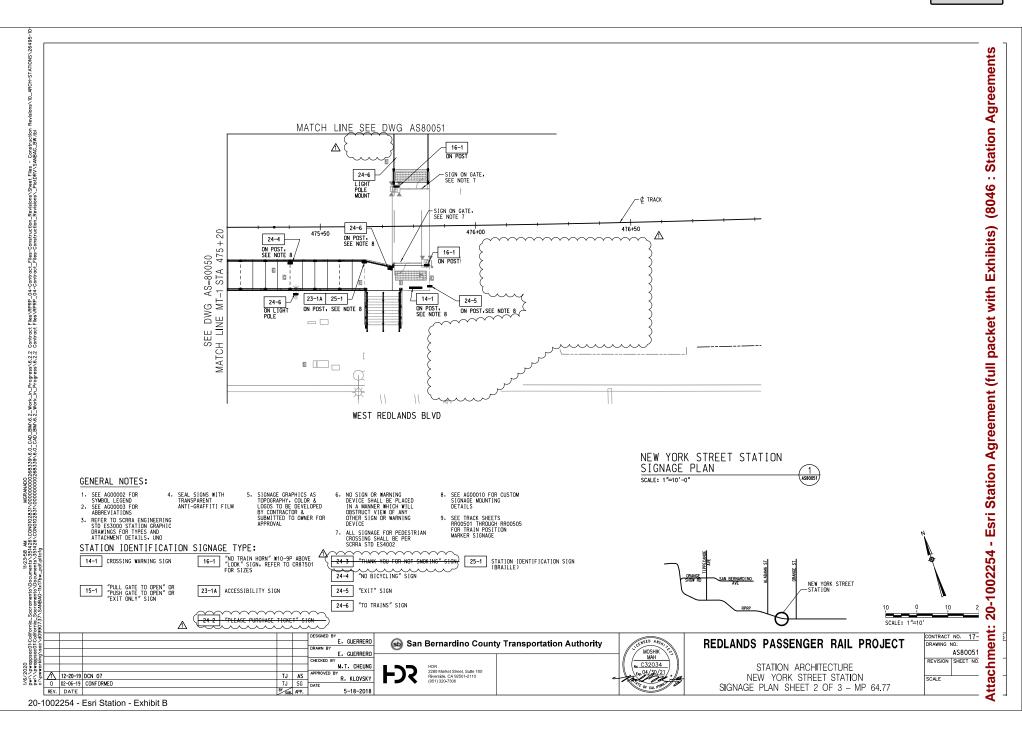


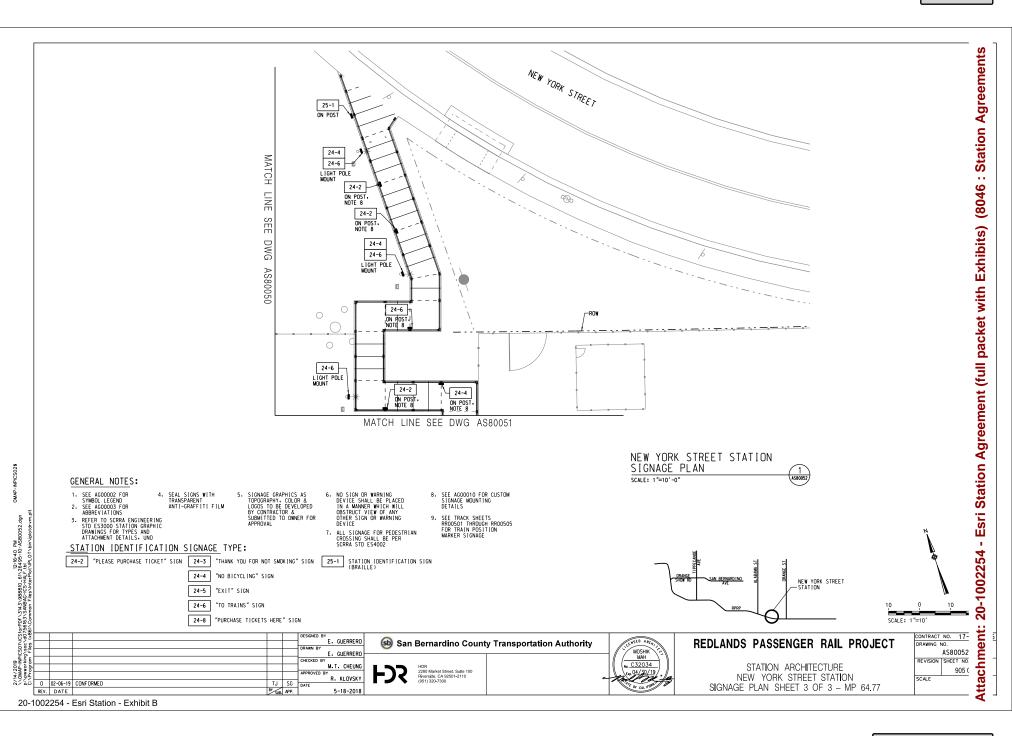




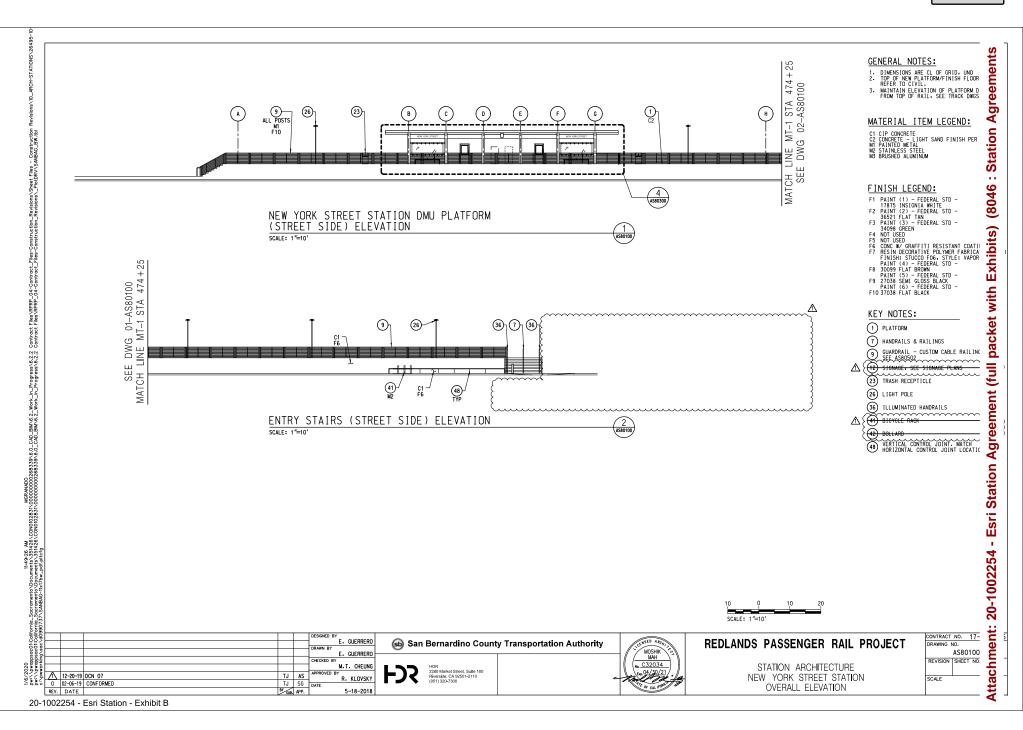
20-1002254 - Esri Station - Exhibit B

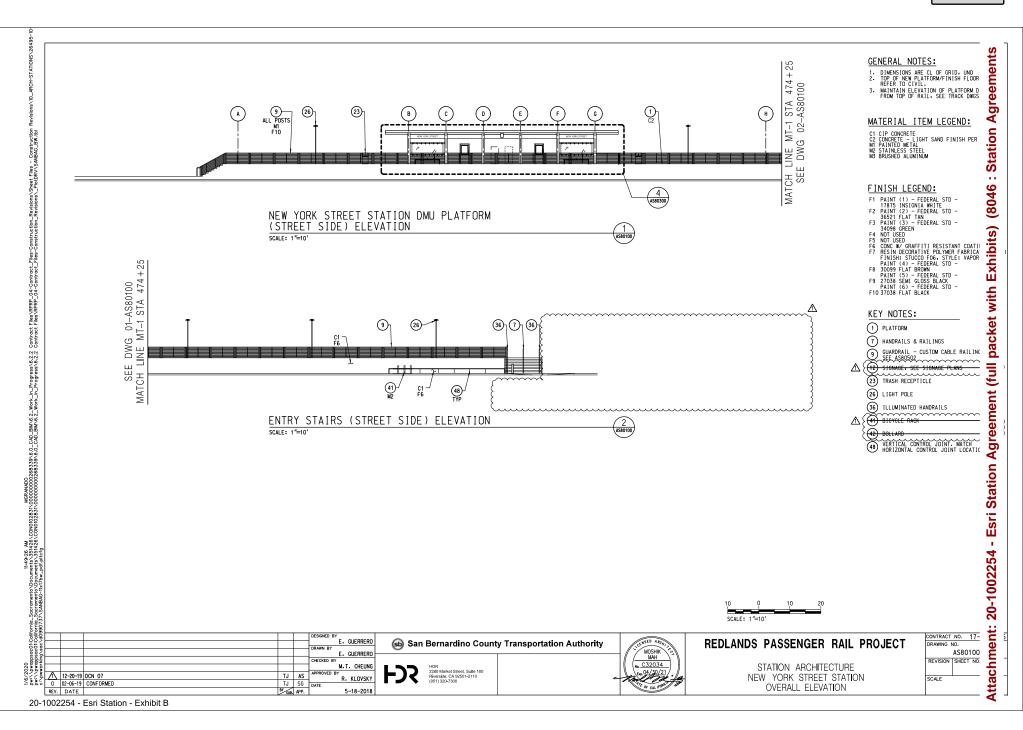
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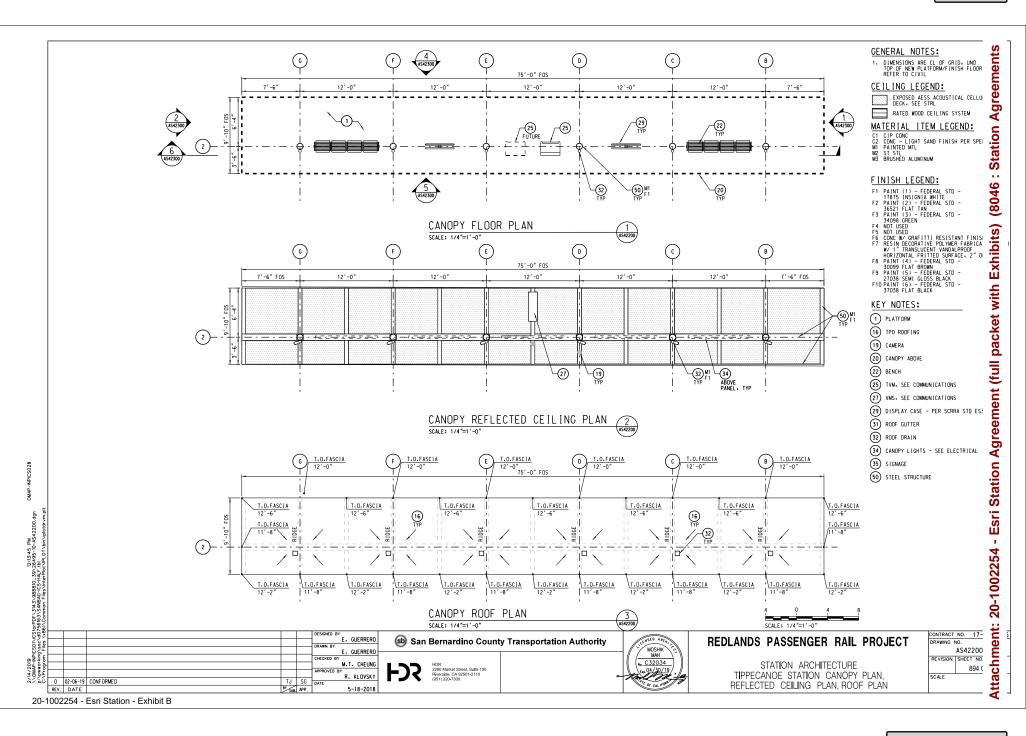




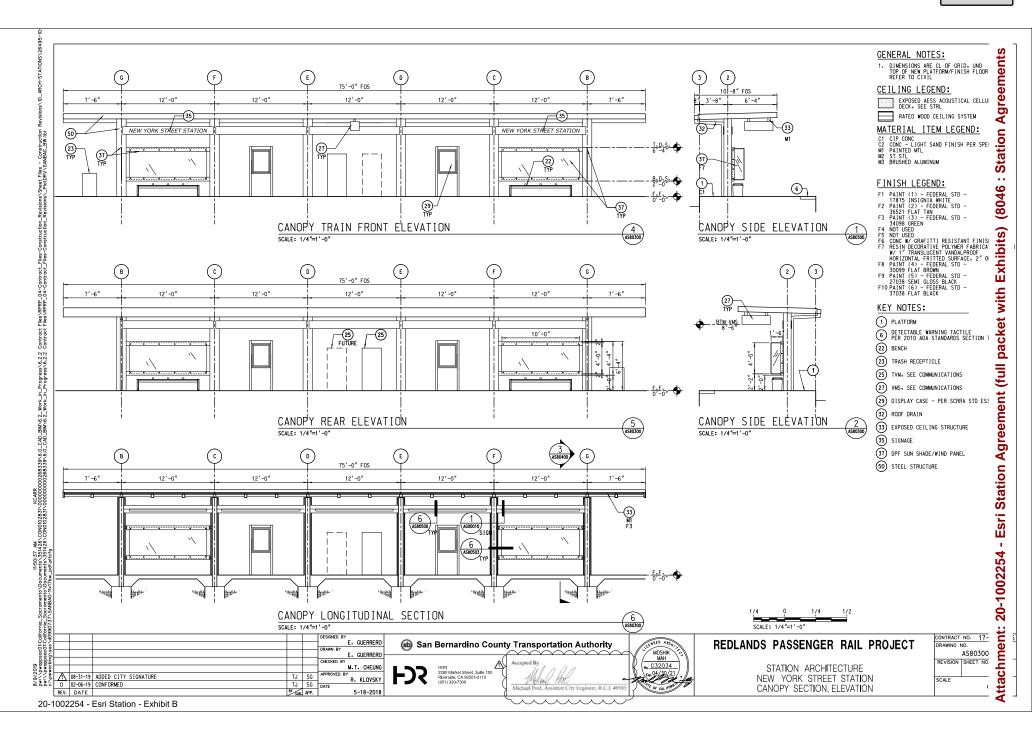
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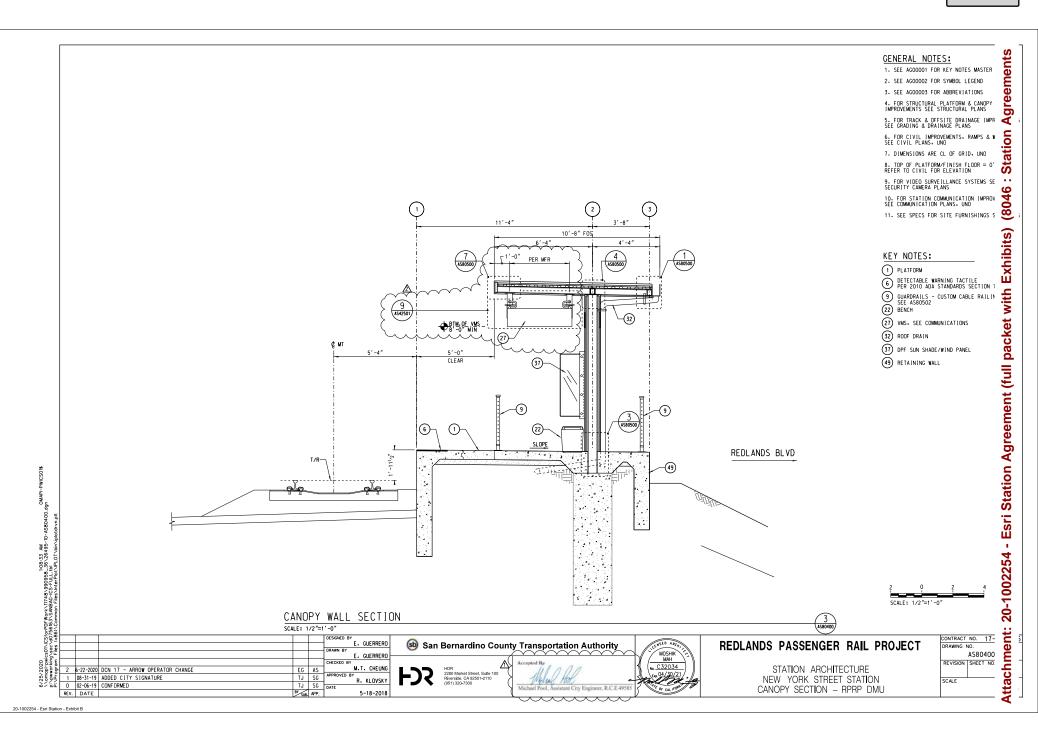


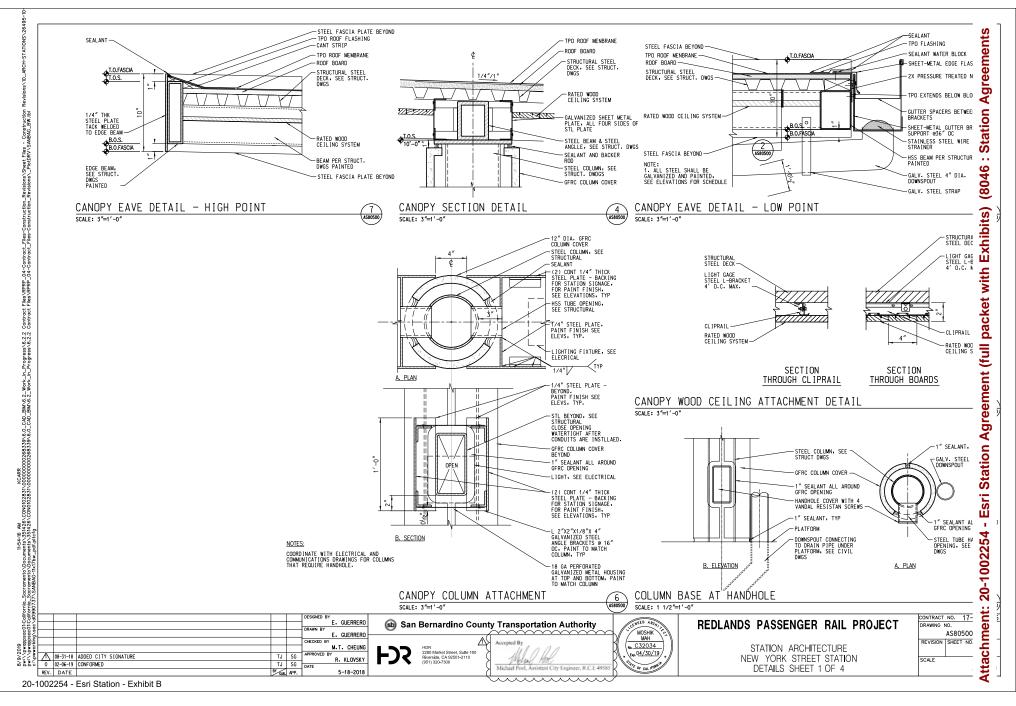


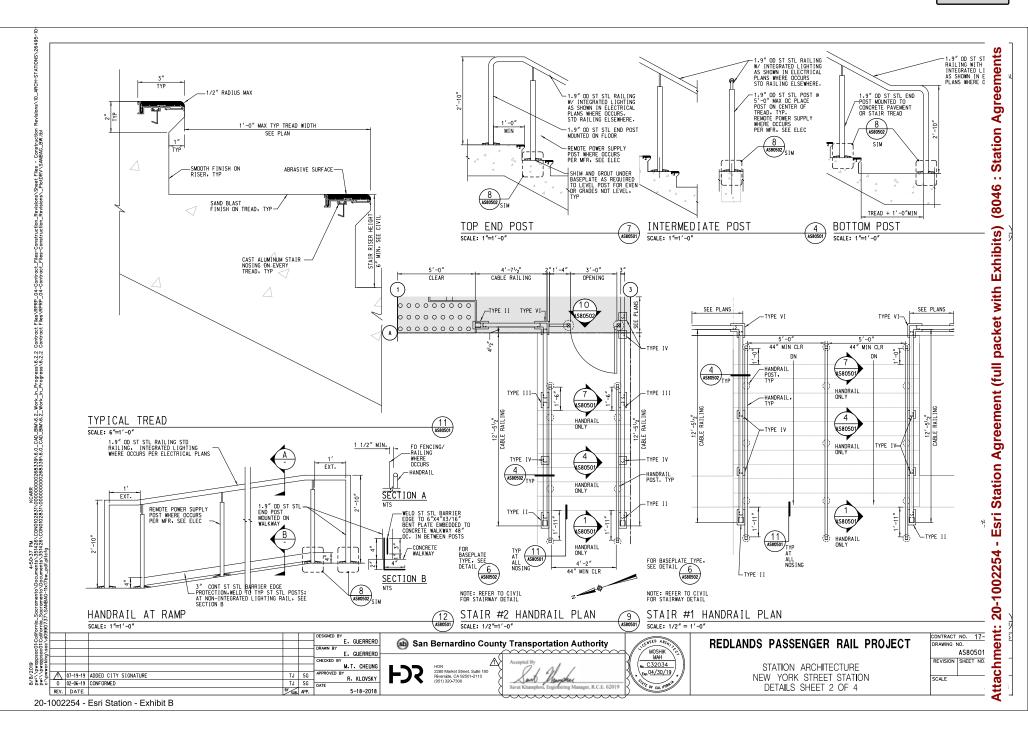


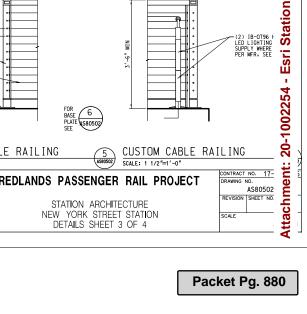
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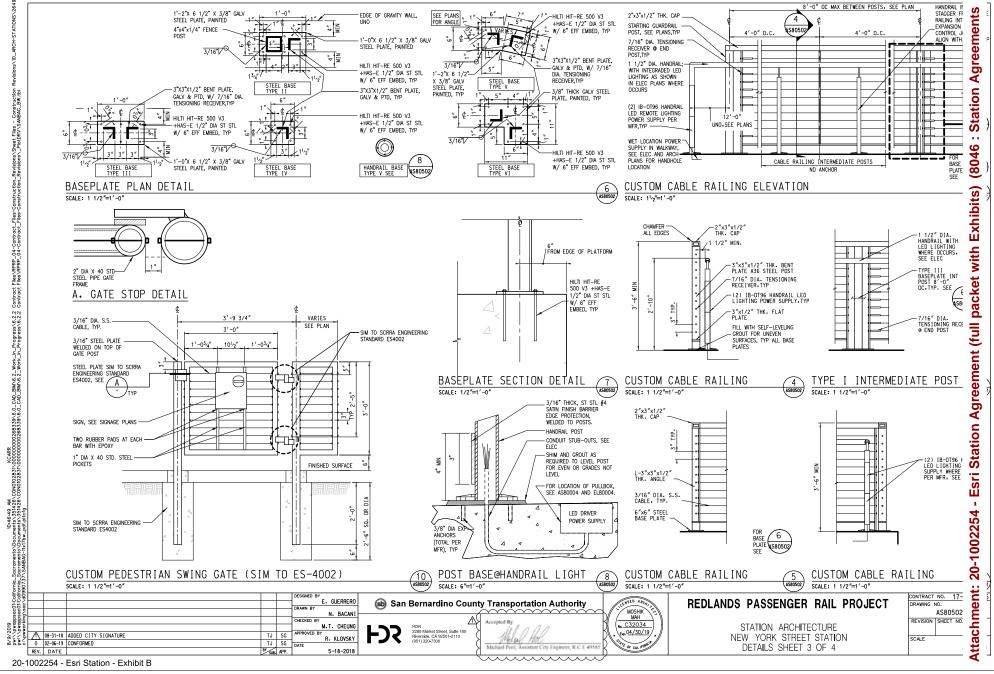












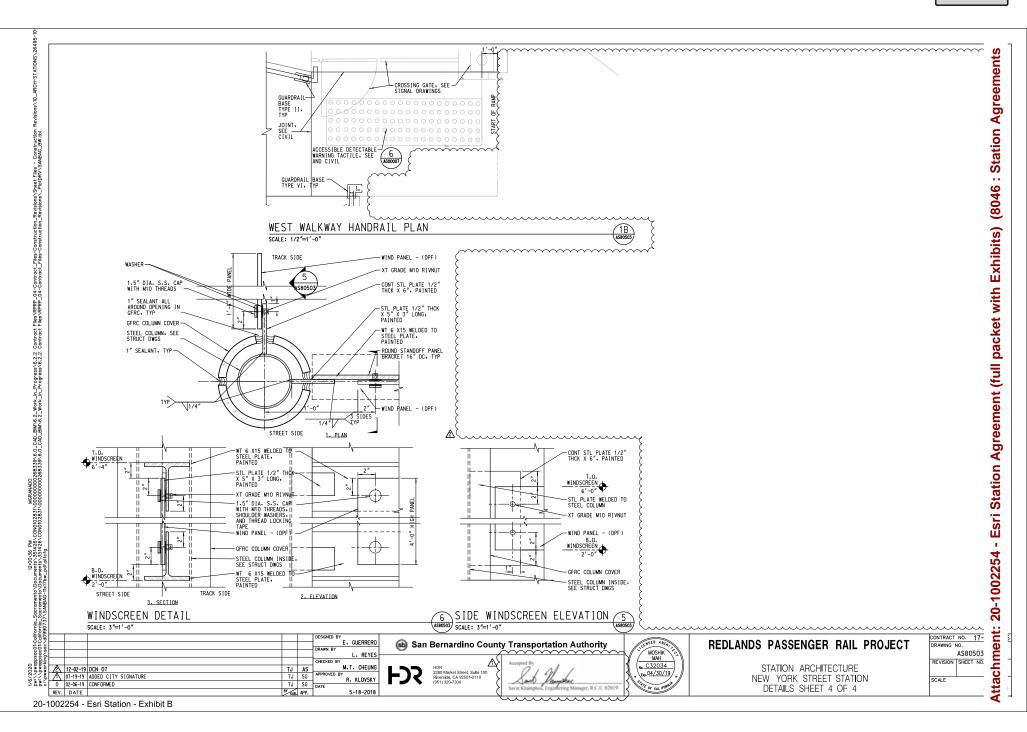


Exhibit "C"

Maintenance Schedule

29.h

Attachment: 20-1002254 - Esri Station Agreement (full packet with Exhibits) (8046 : Station Agreements for San Bernardino, Redlands,

Maintenance Schedule

<u>ITEM</u> Landscape/Irrigation	FREQUENCY Twice Monthly
Trash Pickup & Cleanup	Daily
Platform Washing	Weekly
Graffiti Removal	As Needed
Plumbing/Electrical	Annually or As Needed
Vandalism Repairs	As Needed
Storm Drain System (including inlets)	As Needed

Facilities owned or operated by SCRRA located on Non-Operating Property which are outside the scope of this Maintenance Schedule include:

- CCTV Security Cameras
- Commuter Information System (CIS) signs
- Ticket Vending Machines (TVM)

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	Х	X	X		X					
Janice Rutherford Board of Supervisors		X	X	Х	X	X	X	Х					
Dawn Rowe Board of Supervisors	X	X	X	Х	X	X	X	Х					
Curt Hagman Board of Supervisors	X	X	X	Х	X	X		X					
Joe Baca, Jr. Board of Supervisors	X	X	X	X	X	X	X	X					
Daniel Ramos City of Adelanto		X	X				X	Х					
Art Bishop Town of Apple Valley	X	X	X	Х	Х	X	X	Х					
Paul Courtney City of Barstow	X	X	X		X								
Rick Herrick City of Big Bear Lake		X	X		X	X	X	X					
Eunice Ulloa City of Chino	X	X	X	Х		X	X	X					
Ray Marquez City of Chino Hills		X	X	Х	X	X	X	Х					
Frank Navarro City of Colton	X	X	X	X	X	X	X	Х					
Acquanetta Warren City of Fontana	X	X	*	X	X	X	X	X					
Darcy McNaboe City of Grand Terrace	X	X	X	Х	X	X		X					
Rebekah Swanson City of Hesperia	X	X	X	Х	X	X	X						
Larry McCallon City of Highland	X	X	X	Х	X	X	X	Х					

Brdatt22

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		Х	Х	Х	X		X					
John Dutrey City of Montclair	X	Х	Х	Х	Х	X	Х	X					
Edward Paget City of Needles	X	Х	Х		Х	X		X					
Alan Wapner City of Ontario	X	X	Х		Х	X	X	X					
L. Dennis Michael City of Rancho Cucamonga	X	X	X	Х	*	X	Х	X					
Paul Barich City of Redlands		X	X	Х	Х	X							
Deborah Robertson City of Rialto	X	Х	X	X		X	Х	X					
John Valdivia City of San Bernardino	Х	Х	X *	Х	Х	Х	Х	X					
Joel Klink City of Twentynine Palms	X	X	X	Х	Х	X		X					
Carlos A. Garcia City of Upland		Х	X		X	X							
Debra Jones City of Victorville	X	Х	Х	Х	Х	Х	*	X					
David Avila City of Yucaipa	X	Х	Х	Х	Х	X	Х	X					
Rick Denison Town of Yucca Valley	X	X	Х	Х	Х	X	Х	*					
Michael Beauchamp Ex-Official Member	Diane Morales	Х	Х	Х	Х								
Diane Morales Interim Ex-Official Member				\searrow	\searrow	Ray Desselle		Jamal Elsaleh					

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

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Page 2 of 2

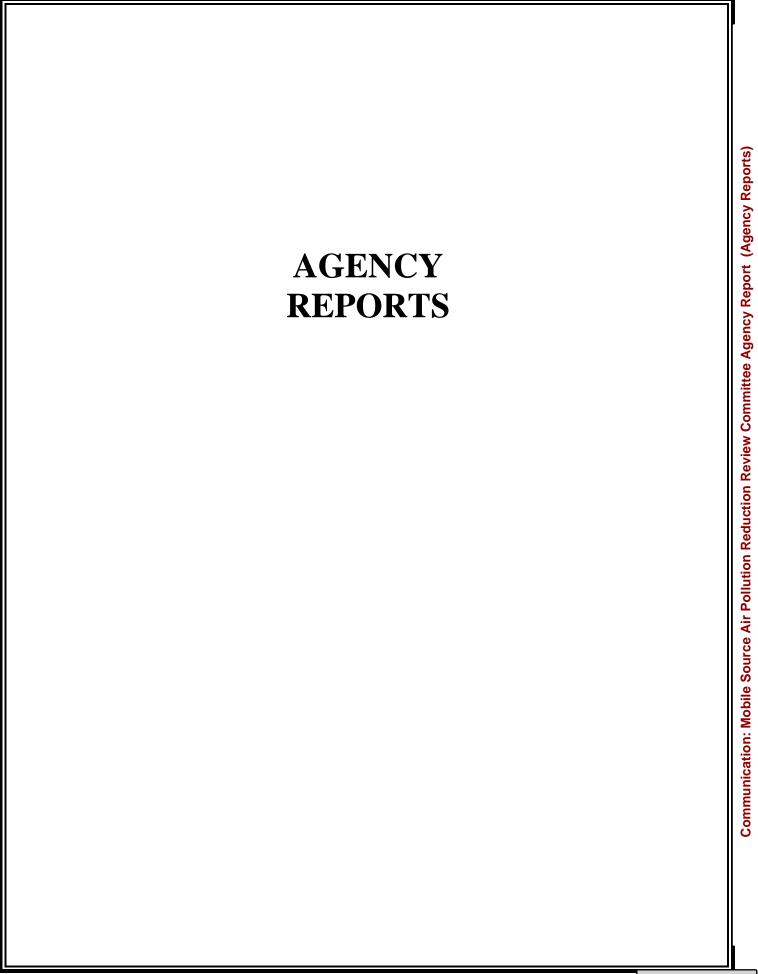
Acronym List

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	
ADA	Association for Commuter Transportation
	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	
E&H	Elderly and Disabled
EIR	Elderly and Handicapped
	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
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Acronym List

MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	
PA&ED	Orange County Transportation Authority
	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





REPORT: Mobile Source Air Pollution Reduction Review Committee

FROM: Larry McCallon, SBCTA Representative to the MSRC

SYNOPSIS: The Mobile Source Air Pollution Reduction Review Committee held a meeting remotely on Thursday, June 16, 2022. The following is a summary of the meeting.

FY 2022-23 Administrative Budget

Every year the MSRC adopts an Administrative Budget for the upcoming fiscal year to ensure costs remain within the limitation, currently 6.25 percent of the annual MSRC portion of the AB 2766 revenues. For FY 2022-23, the MSRC adopted an Administrative Budget in the amount of \$832,103, which is \$186,647 below the 6.25 percent cap. Administrative expenditures are not directly drawn from the MSRC fund account, but instead from South Coast AQMD's budget. To cover these expenses, the MSRC approved a fund transfer of \$56,000 to South Coast AQMD.

FYs 2018-21 Work Program

Major Event Center Transportation Program

In April 2019, the MSRC approved an award to Los Angeles County Metropolitan Transportation Authority (Metro) to implement special transit service to Dodger Stadium for 2019. Contract #MS21001 was executed in the amount of \$1,148,742 to effectuate the award. A total of \$285,665 was reimbursed, and the contract was closed after receiving confirmation from Metro that no further invoices would be submitted. Metro subsequently requested that the contract be re-opened. Metro requested to modify the types of expenses to be considered as co-funding, so that portions of the service operation costs could be included as co-funding. With this co-funding, an appropriation of \$328,088 would be needed to re-open the contract. The MSRC considered and approved the recommended appropriation, contingent on this being considered a one-time accommodation.

FYs 2021-24 Work Program

Goods Movement Subcommittee

Staff provided an update on goods movement-related investment recommendations. The MSRC-TAC recommended approval to develop a Request for Information (RFI) document for publicly accessible zero emission vehicle infrastructure. The MSRC considered and approved the MSRC-TAC's recommendation.

Contract Modification Requests

The MSRC considered six contract modification requests and took the following actions:

- 1. City of Long Beach, Contract #ML16017 to purchase 50 medium- and 17 heavy-duty natural gas vehicles and install a CNG station, approval of a 40-month term extension;
- 2. City of Colton, Contract #ML18020 to purchase one medium- and one heavy-duty zero emission vehicle, approval of a four-month term extension;
- 3. Irvine Ranch Water District, Contract #MS18029 to install a new limited access CNG station and train technicians, approval of a modified statement of work and 51-month term extension;
- 4. Universal Waste Systems, Contract #MS18122 to install a new limited access CNG station, approval of a four-month term extension;
- 5. City of Fontana, Contract #ML16047 to enhance an existing Class 1 bikeway, approval of a two-year term extension; and
- 6. Los Angeles County Metropolitan Transportation Authority, Contract #MS21004 to provide clean fuel bus service to Dodger Stadium, approval of a reduced contract value and reallocation of costs.

Contracts Administrator's Report

The MSRC AB 2766 Contracts Administrator's report provides a written status report on all open contracts from FY 2007-08 to the present.

COMMITTEE MEMBERSHIP

San Bernardino County Transportation Authority (SBCTA) Representatives on SCAG Committees

Page	1	of	1
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Kepres		Committees		
APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:15 p.m.)		POLICY COMMITTEE Council Members Serve or (Subregional Appointment y Commissions Appoint Or (10:00 a.m.)	n One Each) s)
		Community, Economic, and Human Development	Energy and Environment	Transportation
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa)	F. Navarro			F. Navarro
District 7 (San Bernardino, Highland)	L. McCallon			L. McCallon
District 8 (Rialto, Fontana)	D. Robertson		D. Robertson	
District 9 (Rancho Cucamonga, Upland, Montclair)	L. Michael			L. Michael
District 10 (Chino, Chino Hills, Ontario)	R. Marquez			R. Marquez
District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley)	R. Putz		R. Putz	
District 65 (Adelanto, Apple Valley, Hesperia, Victorville)	L. Becerra			L. Becerra
San Bernardino County	C. Hagman			C. Hagman
† Community of Concern Appointee	G. Reyes	G. Reyes		
†† 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 subreg appointee for every SCAG District over three in the subregion. SBCTA has a total appointees to the policy committees. Terms of appointment expire December 31 or	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 evennumbered 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	Deborah Robertson, Rialto	Board of Directors	Responsible for developing the integrated Regional Water Management Plan for the Santa Ana River.	12/31/22
Committee of the Santa Ana Watershed Project Authority			The term of the appointment is for four years for a city representative from San Bernardino County.	
-			Officers leaving elected office after appointment are still eligible to serve. Beginning January 2016, the OWOW meets on the 4 th 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.	
SCAG Policy Committees	See associated table.	The Board has authorized the President to make appointments to SCAG Policy Committees.	SBCTA also has authority to appoint up to seven appointees to the three SCAG Policy Committees: i.e., Community Economic and Human Development, Energy and Environment, and Transportation. SCAG pays appointees to policy committees a stipend of \$120 per meeting.	See associated table – Representatives on SCAG Committees
Southern California Regional Rail Authority	Alan Wapner, Ontario, Primary Larry McCallon, Highland, Primary Ray Marquez, Chino Hills, Alternate John Dutrey, Montclair, Alternate	Board of Directors (Recommendation made by the Transit Committee)	SCRRA serves as the governing body for Metrolink, the regional commuter rail system serving the five Southern California Counties. Members receive payment of \$100 per day from SCRRA for participation.	Indefinite
SR 91 Advisory Committee	Ray Marquez, Chino Hills, Ex-Officio Member	Board of Directors	The Committee reviews issues and makes recommendations to OCTA regarding the transportation facilities acquired, including tolls imposed, operations, maintenance, use of toll revenues, and improvements in the area of SR 91 between I-15 and SR 55, including the identification and siting of alternate highways. SBCTA has not authorized payment of stipend for participation.	12/31/22

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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) 	West Valley Ray Marquez, Chino Hills (Chair TC) Acquanetta Warren, Fontana Alan Wapner, Ontario Curt Hagman, Supervisor (Past President) East Valley Frank Navarro, Colton Darcy McNaboe, Grand Terrace Larry McCallon, Highland Joe Baca, Jr., Supervisor Mountain/Desert Art Bishop, Apple Valley (Vice Chair/President/MDC Chair) Edward Paget, Needles Debra Jones, Victorville Dawn Rowe, Supervisor (Chair/Vice President/MVSS Chair) Should the chairs of each Committee and the Officers all be from the East Valley, West Valley or Mountain/Desert, additional members may be added to maintain geographical balance. Additional Board Members may be appointed annually at the discretion of the Board President.	6/30/2023 6/30/2023 6/30/2023 6/30/2023 6/30/2023 6/30/2023 6/30/2023 6/30/2023 6/30/2023 6/30/2023 6/30/2023 6/30/2023 6/30/2023 6/30/2023 12/31/2022 (6/30/2023 12/31/2023 12/31/2023 12/31/2023 12/31/2023 12/31/2023 12/31/2023
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 (6/30/20 12/31/2022 (6/30/2023 12/31/2023 12/31/2023 Indeterminate Indeterminate 12/31/2023 12/31/2022 12/31/2022 12/31/2022 12/31/2022

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 Rebekah Swanson, Hesperia Edward Paget, Needles Joel Klink, Twentynine Palms Debra Jones, Victorville Rick Denison, Yucca Valley Dawn Rowe, Supervisor	Indeterminate (6/30/2) Indeterminate (6/30/2) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate	
Legislative Policy Committee Membership consists of the following: President, Vice-President, Immediate Past President and four Board members appointed by the Board President. - 1 East Valley member - 1 West Valley member - 1 Mountain/Desert member - 1 County member	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.	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 12/31/2022 12/31/2022 12/31/2022 12/31/2022	
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.	(Brown Act)			
the Legislative Policy Committee. Policy Committee Meeting Times Legis Trans	ral Policy Committee Second Wednesday, 9:00 a.m., SE slative Policy Committee Second Wednesday, 9:30 a.m., SB sit Committee Second Thursday, 9:00 a.m., SBC ntain/Desert Committee Third Friday, 9:30 a.m., Victorvill	CTA Office TA Office		

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

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.	(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 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 I 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 any special issues of PASTACC voting and nonvoting members 	Standing Membership – Morongo Basin Transit Authority Mountain Transit City of Needles Transit Services Omnitrans Victor Valley Transit Authority County of San Bernardino Dept. of Public Works At Large Membership – San Bernardino Dept. of Aging and Adult Services Foothill Aids OPARC Reach Out Morongo Basin Loma Linda University Health	On-going On-going On-going On-going On-going On-going 5/31/2024 9/30/2023 9/30/2023 6/30/2025 5/31/2024

Meeting Dates and Time: Bi monthly, beginning in January, 2nd Tuesday of the month, 10:00 a.m., (Location rotates: SBCTA Office, VVTA, MBTA)

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Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan

COMMITTEE		PURPOSE	MEMBERSHIP	TERMS
 Independent Taxpayer Oversight Committee (ITOC) Expenditure Plan The ITOC shall provide citizen review to ensure that all M by the San Bernardino County Transportation Authority (Authority) in accordance with provision of the Expenditure 04-01. The ordinance specifies that each member of credentials or experience as follows: A. One member who is a professional in the field of r and/or budgeting with a minimum of five years in decision-making position in the public or private sect B. One member who is a licensed civil engineer or trained with at least five years of demonstrated experi- transportation and/or urban design in government and member shall be a recipient or sub-recipient of Meast C. One member who is a current or retired manager of a development or construction project, who by trainin understand the complexity, costs and implementation scale transportation improvements. D. One member who is current or retired manager of a development or construction project, who by trainin understand the complexity, costs and implementation scale transportation improvements. E. One public member, who possesses the knowledge helpful to the work of the ITOC. In addition to the appointed members, the SBCTA Presider will serve as ex-officio members. 	leasure I funds are spent hereby referred to as the Plan and Ordinance No. the ITOC have certain municipal audit, finance in a relevant and senior or. ed transportation planner tence in the fields of for the private sector. No ure "I" funding. major publicly financed g and experience would issues in building large major privately financed g and experience would issues in building large and skills which will be and Executive Director	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. 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. (Brown Act)	Vacant (A) Gerry Newcombe (B) Wayne Hendrix (C) Rick Gomez (D) Mike Layne (E) Art Bishop, Ex-Officio Ray Wolfe, Ex-Officio	12/31/24 12/31/22 12/31/22 12/31/22
COMMITTEE		PURPOSE	MEMBERSH	IP
Emerging Technology Ad Hoc Committee	To look broadly at Tran	sportation Technology. This ad hoc has a term	Art Bishon, Apple Valley	

SBCTA Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
Emerging Technology Ad Hoc Committee On October 6, 2021, the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President.	To look broadly at Transportation Technology. This ad hoc has a term ending December 31, 2022.	Art Bishop, Apple Valley Frank Navarro, Colton Acquanetta Warren, Fontana Carlos A. Garcia, Upland John Dutrey, Montclair L. Dennis Michael, Rancho Cucamonga David Avila, Yucaipa Curt Hagman, Supervisor

Measure I (3) Ad Hoc Committee On June 29, 2022 the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President.	To look at future Measure options and make recommendations relating to any future local measure. This ad hoc has a term end date of December 31, 2023.	Art Bishop, Apple Valley Larry McCallon, Highland Alan Wapner, Ontario L. Dennis Michael, Rancho Cucamonga Joel Klink, Twentynine Palms Debra Jones, Victorville David Avila, Yucaipa
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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 a 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.



MISSION STATEMENT

Our mission is to improve the quality of life and mobility in San Bernardino County. Safety is the cornerstone of all we do.

We achieve this by:

- Making all transportation modes as efficient, economical, and environmentally responsible as possible.
- Envisioning the future, embracing emerging technology, and innovating to ensure our transportation options are successful and sustainable.
- Promoting collaboration among all levels of government.
- Optimizing our impact in regional, state, and federal policy and funding decisions.
- Using all revenue sources in the most responsible and transparent way.

Approved December 4, 2019

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