

AGENDA
Board of Directors Meeting
May 3, 2023

*******Start Time: 10:15 a.m. (CLOSED SESSION)*******
1170 W. 3rd Street, San Bernardino, CA 92410, 2nd Fl. (The Super Chief)

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

LOCATION

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

Board of Directors

President

Art Bishop, Council Member
Town of Apple Valley

Vice-President

Dawn Rowe, Supervisor
County of San Bernardino

Daniel Ramos, Mayor Pro Tem
City of Adelanto

Paul Courtney, Mayor
City of Barstow

Rick Herrick, Council Member
City of Big Bear Lake

Eunice Ulloa, Mayor
City of Chino

Ray Marquez, Council Member
City of Chino Hills

Frank Navarro, Mayor
City of Colton

Acquanetta Warren, Mayor
City of Fontana

Sylvia Robles, Council Member
City of Grand Terrace

Rebekah Swanson, Council Member
City of Hesperia

Larry McCallon, Mayor
City of Highland

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

John Dutrey, Mayor
City of Montclair

Janet Jernigan, Mayor
City of Needles

Alan Wapner, Council Member
City of Ontario

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Paul Barich, Mayor Pro Tem
City of Redlands

Deborah Robertson, Mayor
City of Rialto

Helen Tran, Mayor
City of San Bernardino

Joel Klink, Council Member
City of Twentynine Palms

Rudy Zuniga, Council Member
City of Upland

Debra Jones, Mayor
City of Victorville

Bobby Duncan, Mayor Pro Tem
City of Yucaipa

Rick Denison, Mayor
Town of Yucca Valley

Paul Cook, Supervisor
County of San Bernardino

Jesse Armendarez, Supervisor
County of San Bernardino

Curt Hagman, Supervisor
County of San Bernardino

Joe Baca, Jr., Supervisor
County of San Bernardino

Catalino Pining, Caltrans
Ex-Officio Member

Ray Wolfe, *Executive Director*

Julianna Tillquist, *General Counsel*

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

AGENDA

**Board of Directors
May 3, 2023**

*****10:15 a.m. (CLOSED SESSION)***
1170 W. 3rd St., 2nd Fl. (The Super Chief)
San Bernardino, CA**

CLOSED SESSION

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957

Title: Executive Director

2. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency Designated Representative: Art Bishop, Board President

Unrepresented Employee: Executive Director

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

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

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

CALL TO ORDER

(Meeting Chaired by Art Bishop)

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

Pg. 17

Possible Conflict of Interest Issues

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

1. Information Relative to Possible Conflict of Interest

Pg. 18

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

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

CONSENT CALENDAR

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

Consent - Administrative Matters

2. March 2023 Procurement Report

Pg. 21

Receive the March 2023 Procurement Report.

Presenter: Shaneka Morris

This item was received by the General Policy Committee on April 12, 2023.

3. Transit Operators and Transportation Development Act Audits for Fiscal Year 2021/2022

Pg. 36

Review and receive the Transit Operators and Transportation Development Act Audit Reports for Fiscal Year 2021/2022.

Presenter: Hilda Flores

This item was received by the Transit Committee on April 13, 2023.

4. Measure I Local Pass-Through Compliance Audits for Fiscal Year 2021/2022

Pg. 41

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

Presenter: Hilda Flores

This item was reviewed by the Independent Taxpayer Oversight Committee on April 5, 2023 and made a finding that SBCTA is in compliance with Ordinance 04-01 and the Measure I Expenditure Plan. This item was received by the General Policy Committee on April 12, 2023.

5. Capital Projects and Reserves Based on Policy No. 20600 Funding Indirect Costs

Pg. 45

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

A. Approve reserves for capital costs of \$607,000 and for emergency purposes of \$500,000 based on Policy No. 20600, Funding Indirect Costs and Establishing Fund Balance Reserves and a Capital Improvement Plan; and

Agenda Item 5 (cont.)

B. Review and provide direction relative to budgetary information to be included in the Indirect Fund for Fiscal Year 2023/2024 Budget.

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

C. Approve the updated Capital Improvement Plan for the Santa Fe Depot and for the Agency's Information Technology systems.

Presenter: Hilda Flores

This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 12, 2023.

6. Investment Policy No. 20100

Pg. 53

That the Board, acting as the San Bernardino County Transportation Authority (SBCTA), effective July 1, 2023:

A. Approve Investment Policy No. 20100, with staff recommending one revision to section IX.K; and

B. Delegate to SBCTA's Chief Financial Officer, who shall serve as SBCTA's Treasurer, authority for a one-year period to invest or reinvest SBCTA funds and to sell or exchange securities so purchased, pursuant to Policy No. 20100; and

That the Board, acting as the San Bernardino Associated Governments (SBCOG), effective July 1, 2023:

C. Reauthorize pooling SBCOG funds with SBCTA funds, to be invested in accordance with SBCTA's Investment Policy No. 20100; and

D. Delegate to SBCTA's Chief Financial Officer, who shall serve as SBCOG's Treasurer, authority for a one-year period to invest or reinvest SBCOG funds and to sell or exchange securities so purchased, pursuant to Policy No. 20100.

Presenter: Hilda Flores

This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 12, 2023. SBCTA General Counsel has reviewed this item and the revised policy.

7. Board Member Vacancies on Southern California Association of Governments Policy Committee

Pg. 72

Note the upcoming vacancies for two (2) members to serve on the Southern California Association of Governments (SCAG) Energy and Environment Committee for a term expiring December 31, 2023.

Presenter: Marleana Roman

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

Consent - Project Delivery

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

Pg. 74

Receive and file Change Order Report.

Presenter: Henry Stultz

This item was received by the Board of Directors Metro Valley Study Session on April 13, 2023.

9. State Route 60 Archibald Avenue Interchange Project - Increase Construction Contingency Amount Pg. 89

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

Increase contingency amount for Construction Contract No. 19-1002181 with Granite Construction Company by \$1,972,322, for a revised total contingency amount of \$4,094,655 and authorize the Executive Director, or his designee to release the contingency as necessary for the project.

Presenter: Henry Stultz

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 April 13, 2023. The Director of Fund Administration and the Director of Special Projects and Strategic Initiatives have reviewed this item.

10. State Route 210 Lane Addition Base Line Interchange and Pavement Rehabilitation Project Amendment No. 2 to Contract No. 17-1001681 Pg. 92

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

A. Approve Amendment No. 2 to Contract No. 17-1001681 with Jacobs Project Management Company for Construction Management Services for the State Route 210 Lane Addition, Base Line Interchange and Pavement Rehabilitation Project, to extend the period of performance for an additional two (2) years with a term ending July 11, 2025; and

B. Approve exemption to Contracting and Procurement Policy No. 11000, Contract Term, Section IV.B.4, to extend Contract No. 17-1001681 beyond the five-year term.

Presenter: Juan Lizarde

This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on April 13, 2023. SBCTA General Counsel, Director of Special Projects and Strategic Initiatives and Risk Manager have reviewed this item and the draft amendment.

11. Surplus Land Resolutions Pg. 97

That the Board, acting as the San Bernardino County Transportation Authority (SBCTA), approve the following resolutions for parcels previously approved as surplus property for the Interstate 215 (I-215) Bi-County Project and the I-215 Barton Road Project:

A. Resolution No. 23-029 for the Declaration as Surplus Land regarding Assessor's Parcel Number (APN) 0275-211-59 (formerly 0275-211-44), remaining from the I-215 Bi-County Project and is no longer needed for SBCTA use.

B. Resolution No. 23-030 for the Declaration as Surplus Land regarding Assessor's Parcel Number 0275-231-68, remaining from the I-215 Barton Road Project and is no longer needed for SBCTA use.

C. Resolution No. 23-042 for the Declaration as Surplus Land regarding Assessor's Parcel Number 0275-231-47, remaining from the I-215 Barton Road Project and is no longer needed for SBCTA use.

Presenter: Tracy Escobedo

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 April 13, 2023. SBCTA General Counsel has reviewed this item and the draft resolutions.

12. Interstate 10 Mount Vernon Avenue Interchange Improvement Project Amendment No. 2 to Contract No. 18-1001869 and Award Construction Management Contract No. 23-1002845 Pg. 110

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

- A. Approve Amendment No. 2 to Contract No. 18-1001869 with Kimley-Horn and Associates, Inc., for preparation of the Project Approval and Environmental Document, Plans, Specifications and Estimates, Right-of-Way and Construction Support Design Services for the Interstate 10 (I-10) Mount Vernon Avenue Interchange Improvement Project and to extend the period of performance for an additional five (5) years to June 30, 2028; and
- B. Approve an exemption to Policy 11000, Contract Term, Section IV.B.4, to extend Contract No. 18-1001869 beyond the five (5) year term.
- C. Approve award of Contract No. 23-1002845 with SYRUSA Engineering, Inc. for Construction Management Services for the I-10 Mount Vernon Avenue Improvement Project, in an amount not-to-exceed \$6,893,203.83; and
- D. Approve a contingency amount of \$689,320.38 for Contract No. 23-1002845 and authorize the Executive Director, or his designee, to release contingency as necessary for the project. **Presenter: Kristi Harris**

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 April 13, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item, the draft amendment and the draft agreement.

13. US 395 Phase 2 Right-of-Way Services Award Contract No. 23-1002844 Pg. 213

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

- A. Authorize the Executive Director, or his designee, to award and execute Contract No. 23-1002844 with Epic Land Solutions, Inc. for Right-of-Way Services for the US 395 Phase 2 Widening project (Project) in an amount not-to-exceed \$3,378,813.94 upon receipt of the Pre-Award Audit (if required) and California Department of Transportation submission of the Exhibit 10-C, Consultant Contract Reviewer Checklist, subject to approval as to form by General Counsel.
- B. Approve a contingency budget of \$337,881.39 for Contract No. 23-1002844, and authorize the Executive Director, or his designee, to release contingency as necessary for the Project per SBCTA's Contracting and Procurement Policy No. 11000.

Presenter: Kristi Harris

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on April 21, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft contract.

Consent - Toll Operations

14. Release Request for Proposals No. 23-1002944 for Express Lanes Program Support Pg. 291

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

Authorize release of Request for Proposals No. 23-1002944 for Express Lanes Program Support Services. **Presenter: Philip Chu**

This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on April 13, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft RFP.

Consent - Regional/Subregional Planning

15. 2023 Transportation Development Act Article 3 Guidelines and Call-for-Projects

Pg. 298

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

A. Approve the changes to the guidelines for the Transportation Development Act Article 3 funds for Bicycle/Pedestrian Facilities and Transit Stop Access Improvement projects.

B. Authorize SBCTA staff to release a call-for-projects for Bicycle and Pedestrian Facilities with Transportation Development Act Article 3 funding under the new guidelines with \$5,760,000 available for award to selected projects.

C. Authorize SBCTA staff to release a call-for-projects for Transit Stop Access Improvements with Transportation Development Act Article 3 funding under the new guidelines with \$1,440,000 available for award to selected projects.

Presenter: Ginger Koblasz

This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 12, 2023. This item was reviewed by the Transportation Technical Advisory Committee on April 3, 2023.

Consent - Transit

16. Contract Change Orders to on-going Contracts with Stadler US, Flatiron West, Inc., and Granite Construction Company

Pg. 322

Receive and file Change Order Report.

Presenter: Victor Lopez

This item was received by the Transit Committee on April 13, 2023.

Consent - Council of Governments

17. California Department of Transportation Climate Adaptation Planning Grant Application to Fund Emergency Evacuation Network Resilience (EENR) Study

Pg. 324

Receive a report on the California Department of Transportation Climate Adaptation Planning Grant and application.

Presenter: Mairany Anaya

This item was received by the General Policy Committee on April 12, 2023. This item has been reviewed by the City/County Manager's Technical Advisory Committee on March 2, 2023.

Consent - Transportation Programming and Fund Administration

18. Allocation of Transportation Development Act Funds for Fiscal Year 2023/2024

Pg. 330

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

Adopt Resolution No. 23-043 authorizing the allocation of Local Transportation Funds and State Transit Assistance Funds for Fiscal Year 2023/2024 and the transmittal of allocation instructions to the San Bernardino County Auditor/Controller.

Presenter: Brianna Martinez

This item was reviewed and unanimously recommended for approval by the Transit Committee on April 12, 2023. SBCTA General Counsel has reviewed this item and the draft Resolution.

Consent - Legislative/Public Outreach

19. SBCTA Website Support Services Request for Proposals

Pg. 335

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

Approve release of Request for Proposals No. 23-1002966 for web support services for the SBCTA website.

Presenter: Otis Greer

This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 12, 2023. SBCTA's General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft RFP.

20. State Legislative Update

Pg. 338

Receive and file the April 2023 State Legislative Update.

Presenter: Otis Greer

This item was received by the Legislative Policy Committee on April 12, 2023.

21. Federal Legislative Update

Pg. 367

Receive and file the April 2023 Federal Legislative Update.

Presenter: Otis Greer

This item was received by the Legislative Policy Committee on April 12, 2023.

22. Bill Position Recommendation

Pg. 369

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

At their April 12, 2023 meeting, the LPC, on behalf of the San Bernardino County Transportation Authority Board of Directors, adopted the following recommended positions on the current state legislation:

A. Approve a support position on Senate Bill 617 by Senator Josh Newman, which grants transportation agencies the choice of using the progressive-design build (PDB) contracting method on capital projects where agencies deem it most appropriate.

B. Approve a support position on Senate Bill 706 by Senator Anna Caballero, which allows local agencies to use PDB for non-water projects, maintaining the 15-project limit and \$5 million cost threshold, allowing public agencies to complete public works projects better suited to the public's needs, do so more quickly and at a lower cost

C. Approve a support position on Assembly Bill 400 by Assemblywoman Blanca Rubio, which would permanently extend existing statutory authority for local governments to use the design-build procurement process.

Presenter: Otis Greer

This item was reviewed and unanimously recommended for approval by the Legislative Policy Committee on April 12, 2023.

Consent Calendar Items Pulled for Discussion

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

DISCUSSION ITEMS

Discussion - Air Quality/Traveler Services

- 23. Update on the Freeway Service Patrol Program and 2022 Freeway Service Patrol Driver Recognition Awards** Pg. 382

Receive information pertaining to the Freeway Service Patrol (FSP) Program in San Bernardino County and acknowledge the 2022 FSP Driver Awards.

Presenter: Cheryl Chesnut

This item was received by the General Policy Committee on April 12, 2023.

- 24. Sole Source Contract No. 23-1002872 with Mobile Relay Associates, LLC for Freeway Service Patrol Services** Pg. 385

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

A. Find that it is in the best interest of the agency to award **Sole Source** Contract No. 23-1002872 to Mobile Relay Associates, LLC, to provide Freeway Service Patrol (FSP) Radio Services, per SBCTA Contracting and Procurement Policy No. 11000, VI.4. During the joint Request for Information (RFI) process with the Riverside County Transportation Commission (RCTC), it was determined that the most efficient and cost effective way to continue delivering FSP radio service for both counties would be to continue with Mobile Relay Associates, LLC. Mobile Relay Associates, LLC has the radio towers that are specifically needed in order to provide the required coverage for the Inland Empire FSP Program.

B. Approve **Sole Source** Contract No. 23-1002872 with Mobile Relay Associates, LLC, to provide FSP Radio Services, with a not-to-exceed amount of \$156,000 for the time period of July 1, 2023 through June 30, 2026. This contract end date keeps the RCTC and SBCTA contracts in sync.

Presenter: Cheryl Chesnut

This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 12, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft contract.

Discussion - Project Delivery

- 25. Mount Vernon Viaduct Project** Pg. 420

Receive and file an update on the Mount Vernon Viaduct Project.

Presenter: Henry Stultz

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

Discussion - Toll Operations

- 26. Interstate 15 Express Lanes - Contract 1 Cooperative and Operating Agreements** Pg. 425

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

A. Approve Agreement No. 22-1002721 Interstate 15 (I-15) Corridor Freight and Express Lanes Project – Contract 1 Cooperative Agreement between SBCTA and Riverside County Transportation Commission (RCTC) in the amount of \$3,541,000.

Agenda Item 26 (cont.)

B. Approve Agreement No. 22-1002665 Toll Facility Agreement (Including Real Property Lease) for the I-15 Toll Facility in the County of San Bernardino between SBCTA and California Department of Transportation (Caltrans) and authorize the Executive Director, or his designee, to execute the agreement upon approval as to form by SBCTA General Counsel.

C. Approve Agreement No. 23-1002925 Caltrans/RCTC/SBCTA Partial Assignment and Assumption of Rights and Obligations Under Toll Facility Agreement (Including Real Property Lease) I-15 Express Lanes in Riverside County Agreement No. 17-31-002-03 between SBCTA, RCTC and Caltrans and authorize the Executive Director, or his designee, to execute the agreement upon approval as to form by SBCTA General Counsel.

D. Approve use of SBCTA Surface Transportation Block Grant Program funds for the RCTC share of Caltrans oversight costs and SBCTA Measure I Freeway Program funds for non-federal construction costs in Riverside County in exchange for a portion of the Riverside County share of Trade Corridor Enhancement Program (TCEP) grant allocation and Riverside County Congestion Mitigation and Air Quality funds, respectively, to be used for construction costs in San Bernardino County.

E. Approve internal SBCTA Measure I Freeway Program loan to fund Riverside County project development costs, Riverside County construction and toll service provider costs that are in excess of TCEP grant allocation (excluding costs that are RCTC's responsibility) and I-15 Express Lanes operating reserve.

F. Authorize creation of a new Fund 7560, I-15 Express Lanes Contract 1, to record I-15 Contract 1 Measure I Freeway Program loan and I-15 Contract 1 operating revenue and expenses.

G. Approve Fiscal Year 2022/2023 budget amendment of \$5,096,000 to cover anticipated costs in Riverside County in Fund 4110, Measure I Freeway Fund and record the loan for the same amount in Fund 7560, I-15 Express Lanes Contract 1 and a transfer from Fund 7560, I-15 Express Lanes Contract 1 to Measure I Freeway Fund.

Presenter: Timothy Byrne

The terms for the Cooperative Agreement were reviewed and approved by the I-10 and I-15 Joint Sub-Committee on August 12, 2022 and recommended for approval (16-1-0; opposed Duncan) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on April 13, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft agreements.

Discussion - Transit

27. Tunnel to Ontario International Airport (ONT) Stipend Agreement and Project Update Pg. 573

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

Authorize staff to proceed with amending the procurement approach related to pre-construction work of the Design-Build Contractor to include a stipend agreement in the amount of \$3,000,000.

Presenter: Victor Lopez

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

28. Use of Upland Surplus Properties Sale Proceeds

Pg. 575

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

A. Direct staff to hold the approximately 1.6 million in proceeds from the sale of the Upland Surplus Properties for the City of Upland (City) project for parking improvements at the Upland Metrolink Station for one year.

B. Direct staff to report back to the Board, after one year, the City's plan for the allocation of the sale proceeds, at which time the Board will re-evaluate the allocation of the sale proceeds.

Presenter: Ryan Aschenbrenner

This item was reviewed and recommended for approval (8-3-0; Opposed: Navarro, McCallon and Wapner) by the Transit Committee meeting on April 13, 2023.

Discussion - Administrative Matters

29. Fiscal Year 2023/2024 Proposed SBCTA and SBCOG Budget Workshop and Adoption of SBCOG Budget

Pg. 577

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

A. Receive the Fiscal Year 2023/2024 Budget Action Plan; and

B. Receive a presentation of the Proposed Fiscal Year 2023/2024 Budget; and

C. Conduct a Board of Directors Workshop for SBCTA's Proposed Fiscal Year 2023/2024 Budget.

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

D. Adopt the SBCOG Fiscal Year 2023/2024 Budget with appropriations of \$1,691,533, transfers out of \$476,216, and estimated revenues of \$1,856,102.

The Proposed Fiscal Year 2023/2024 Annual Budget is being provided as a separate attachment.

Presenter: Hilda Flores

The Budget Overview for each program was reviewed during the Metro Valley Study Session on February 9, 2023, and the Mountain/Desert Policy Committee on February 17, 2023. All SBCTA policy committees have reviewed task descriptions and budget for activities under their purview. The Budget Action Plan was received by the General Policy Committee on April 12, 2023.

Public Comment

Brief Comments from the General Public

Comments from Board Members

Brief Comments from Board Members

Executive Director's Comments

Brief Comments from the Executive Director

ADJOURNMENT

Additional Information

Attendance	Pg. 593
Acronym List	Pg. 595

Agency Reports

Mobility Source Air Pollution Reduction Review Committee Agency Report - No March Report
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Committee Membership

Representatives on SCAG Committees	Pg. 598
Appointments to External Agencies	Pg. 599
Committee Membership	Pg. 601

Mission Statement

Mission Statement	Pg. 607
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Meeting Procedures and Rules of Conduct

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

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

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

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

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

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

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

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

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

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

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

Attendance.

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

Basic Agenda Item Discussion.

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

The Vote as specified in the SANBAG Bylaws.

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

Amendment or Substitute Motion.

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

Call for the Question.

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

The Chair.

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

Courtesy and Decorum.

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

*Adopted By SANBAG Board of Directors January 2008
Revised March 2014
Revised May 4, 2016*



Important Dates to Remember...

May 2023

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

SBCTA Meetings – Scheduled:

General Policy Committee	May 10	9:00 am	SBCTA Lobby, 1st Floor
Legislative Policy Committee	May 10	9:30 am	SBCTA Lobby, 1st Floor
Transit Committee	May 11	9:00 am	SBCTA Lobby, 1st Floor
Metro Valley Study Session	May 11	9:30 am	SBCTA Lobby, 1st Floor
I-10/I-15 Corridor Joint Sub-Committee	CANCELLED	---	SBCTA Lobby, 1st Floor
Mountain/Desert Committee	May 19	9:30 am	Mojave Desert AQMD

Other Meetings/Events:

2023 City/County Conference	May 18-19	11:00 am (registration) 12:00 pm (program)	Lake Arrowhead
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SBCTA Offices will be CLOSED:

- **May 29th, Memorial Day**

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

Minute Action

AGENDA ITEM: 1

Date: May 3, 2023

Subject:

Information Relative to Possible Conflict of Interest

Recommendation:

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

Background:

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

Item No.	Contract No.	Principals & Agents	Subcontractors
9	19-1002181	Granite Construction Company <i>Kenneth B. Olson, Vice President</i>	Alcorn Fence Company Chrisp Company Drill Tech Drilling & Shoring Ferreira Construction Co., Inc. Integrity Rebar Placers Marina Landscape Statewide Traffic & Safety Signs
10	17-1001681-02	Jacobs Project Management Company <i>Allan Tanjuaquio</i>	David Evans and Associates Dynamic Engineering Services, Inc. HDR Meadows Consulting Ninyo & Moore TRC Vali Cooper & Associates ZT Consulting Group

Item No. 11– Surplus Land Resolutions

APN#	Principals & Agents
0275-211-59	San Bernardino County Transportation Authority
0275-231-68	San Bernardino County Transportation Authority
0275-231-47	San Bernardino County Transportation Authority

Item No.	Contract No.	Principals & Agents	Subcontractors
12	18-1001869-02	Kimley-Horn and Associates, Inc. <i>Dennis Landaal</i>	Arellano Associates Epic Land Solutions Fehr and Peers

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

Board of Directors Agenda Item

May 3, 2023

Page 2

Item No.	Contract No.	Principals & Agents	Subcontractors
12 cont.			Geocon Incorporated ICF Towill Surveying Mapping TY Lin International VMS Inc.
	23-1002845	SYRUSA Engineering, Inc. <i>Jose Corona, PE</i>	David Evans and Associates, Inc. Dynamic Engineering Services, Inc. ECORP Consulting, Inc. Hernandez, Kroone & Associates HDR Construction Control Corporation HNTB Corporation Kleinfelder Construction Services, Inc. Leighton Consulting, Inc. Mott Macdonald RT Engineering and Associates, Inc. Southstar Engineering & Consulting TRC Engineers, Inc. WSP USA, Inc. ZT Consulting Group, Inc.
13	23-1002844	Epic Land Solutions, Inc. <i>Karen Starr</i>	C L Surveying and Mapping Commonwealth Land Title Insurance Co. Donna Desmond Associates Hennessey & Hennessey LLC Integra Realty Resources-Orange County Psomas Santolucito Dore group, Inc. (DBA SD Group, Inc.)
24	23-1002872	Mobile Relay Associates, LLC <i>Mark J. Abrams</i>	None
26	22-1002721	Riverside County Transportation Commission	None
	22-1002665	California Department of Transportation	None
	23-1002925	Riverside County Transportation Commission	None
		California Department of Transportation	None

San Bernardino Council of Governments

San Bernardino County Transportation Authority

Board of Directors Agenda Item
May 3, 2023
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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: May 3, 2023

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 2

Date: May 3, 2023

Subject:

March 2023 Procurement Report

Recommendation:

Receive the March 2023 Procurement Report.

Background:

The Board of Directors adopted the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997, and approved the last revision on January 4, 2023. The Board of Directors authorized the Executive Director, or his designee, to approve: a) contracts and purchase orders up to \$100,000; b) Contract Task Orders (CTO) up to \$500,000 and for CTOs originally \$500,000 or more, increasing the CTO amount up to \$250,000; c) amendments with a zero dollar value; d) amendments to exercise the option term if the option term was approved by the Board of Directors in the original contract; e) amendments that cumulatively do-not-exceed 50% of the original contract or purchase order value or \$100,000, whichever is less; f) amendments that do-not-exceed contingency amounts authorized by the Board of Directors; and g) release Request for Proposals (RFP), Request for Qualifications (RFQ), and Invitation for Bids (IFB) for proposed contracts from which funding has been approved and the solicitation has been listed in the Annual Budget, and are estimated not-to-exceed \$1,000,000.

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

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

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

- One (1) new contract was executed in the amount of \$9,519.72.
- Two (2) contract amendments were executed with no change to the contract amount.
- Five (5) CTOs were executed for a total cost of \$329,000.00.
- Eleven (11) CTO amendments were executed in the amount of \$129,850.00.
- No contingency amendments were executed.
- No purchase orders were executed.
- No purchase order amendments were executed.
- Two (2) RFPs were released.

Below is a summary of the actions taken by CityCom:

- One (1) new contract was executed in the amount of \$28,661.38.
- No new purchase orders were executed.

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

Board of Directors Agenda Item

May 3, 2023

Page 2

A list of all Contracts and Purchase Orders that were executed by the Executive Director, Department Director, General Counsel, and/or CityCom during the month of March 2023 are presented herein as Attachment A, all RFPs and IFBs are presented in Attachment B, and all CityCom's contracts and purchase orders are presented in Attachment C.

Financial Impact:

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

Reviewed By:

This item was received by the General Policy Committee on April 12, 2023.

Responsible Staff:

Shaneka Morris, Procurement Manager

Approved
Board of Directors
Date: May 3, 2023

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Attachment A**March 2023 Contract Actions****New Contracts Executed:**

Contract No.	Description of Services	Vendor Name	Contract Amount
23-1002954	Interstate 10 Cedar Project Section 190 Funds Allocation Request.	Douglas Engineering, Inc.	\$9,519.72

Attachment A

March 2023 Amendment Actions

Contract Amendments Executed:

Contract No. & Amendment No.	Reason for Amendment (Include a Description of the Amendment)	Vendor Name	Contract History	Contract Amount
23-1002894 No. 2	To extend the Developer's Due Diligence Period expiration from March 6, 2023 to April 6, 2023 for Disposition and Development Agreement for Brightline West Highspeed Rail.	DesertXpress Enterprises, LLC	Original	\$50,000.00
			Prior Amendments	\$0.00
			Current Amendment	\$0.00
			Total Contract Amount	\$50,000.00
19-1002104 No. 2	Federal Apportionment Loan Agreement to extend the payback term to Federal Fiscal year 2023/2024.	Ventura County Transportation Commission	Original	\$0.00
			Prior Amendments	\$0.00
			Current Amendment	\$0.00
			Total Contract Amount	\$0.00

Attachment: March 2023 Procurement Report Attachment A (9554 : March 2023 Procurement Report)

Attachment A

March Contract Task Order Actions

Contract Task Order (CTO) Executed:

Contract No. & CTO No.	Vendor Name	Description of Services	Contract Amount	CTO History	CTO Amount
22-1002744 No. 2	WSP USA, Inc.	On-Call Transit and Rail Services to support current and future Transit and Rail projects and programs through June 30, 2023.	\$20,000,000.00 (available \$19,785,000.00) Shared with Mott MacDonald (23-1002904) and RailPros (23-1002905)	Original	\$75,000.00
				Prior Amendments	\$0.00
				Current Amendment	\$0.00
				Total CTO Amount	\$75,000.00
23-1002904 No. 3	Mott MacDonald Group, Inc.	On-Call Transit and Rail Services to support current and future Transit and Rail projects and programs through June 30, 2023.	\$20,000,000.00 (available \$19,785,000.00) Shared with WSP USA, Inc. (22-1002744) and RailPros (23-1002905)	Original	\$125,000.00
				Prior Amendments	\$0.00
				Current Amendment	\$0.00
				Total CTO Amount	\$125,000.00
22-1002744 No. 4	WSP USA, Inc.	On-Call Engineering Plan Review Services to support current and future Transit and Rail projects and programs through June 30, 2023.	\$20,000,000.00 (available \$19,785,000.00) Shared with Mott MacDonald (23-1002904) and RailPros (23-1002905)	Original	\$15,000.00
				Prior Amendments	\$0.00
				Current Amendment	\$0.00
				Total CTO Amount	\$15,000.00
23-1002832 No. 9	Gafcon, Inc.	To provide Labor Compliance Support Services for contracted maintenance of way services.	\$500,000.00 (available \$158,000.00) Shared with GCAP Services Inc. (22-1002768) and Cumming Management Group Inc. (23-1002905)	Original	\$19,000.00
				Prior Amendments	\$0.00
				Current Amendment	\$0.00
				Total CTO Amount	\$19,000.00

Attachment: March 2023 Procurement Report Attachment A (9554 : March 2023 Procurement Report)

Attachment A

March Contract Task Order Actions

Contract Task Order (CTO) Executed (Continued):

Contract No. & CTO No.	Vendor Name	Description of Services	Contract Amount	CTO History	CTO Amount
23-1002832 No. 8	Gafcon, Inc.	To provide prevailing wage audit and labor compliance services for Call Box Maintenance Program from March 1, 2023 to July 31, 2025.	\$500,000.00 (available \$158,000.00) Shared with GCAP Services Inc. (22-1002768) and Cumming Management Group Inc. (23-1002905)	Original	\$95,000.00
				Prior Amendments	\$0.00
				Current Amendment	\$0.00
				Total CTO Amount	\$95,000.00

Attachment: March 2023 Procurement Report Attachment A (9554 : March 2023 Procurement Report)

Attachment A

March Contract Task Order Actions

Contract Task Order (CTO) Amendments Executed:

Contract No. & CTO No.	Vendor Name	Description of Services	Contract Amount	CTO History	CTO Amount
18-1001907 No. 3.1	Epic Land Solutions, Inc.	On-Call ROW Project Delivery to increase not-to-exceed amount and extend period through 12/31/23 for I-215 Barton Interchange Hazardous Waste Remediation Project.	\$8,000,000.00 (available \$4,985,382.48) Shared with Bender Rosenthal Inc. (18-1001823), Property Specialist Inc. (18-1001906), and Overland Pacific & Culter LLP (18-1001909)	Original	\$55,111.89
				Prior Amendments	\$0.00
				Current Amendment	\$29,850.00
				Total CTO Amount	\$84,961.89
19-1002000 No. 2.1	Costin Public Outreach Group	To extend the contract through January 31, 2024 for Mt. Vernon Viaduct Public Outreach.	\$6,000,000.00 (available \$349,926.78)	Original	\$373,100.00
				Prior Amendments	\$0.00
				Current Amendment	\$0.00
				Total CTO Amount	\$373,100.00
19-1002000 No. 4.1	Costin Public Outreach Group	To extend the contract through January 31, 2024 for SR 210 Widening/Base Line Interchange Public Outreach.	\$6,000,000.00 (available \$349,926.78)	Original	\$319,900.00
				Prior Amendments	\$0.00
				Current Amendment	\$100,000.00
				Total CTO Amount	\$419,900.00
19-1002000 No. 5.1	Costin Public Outreach Group	To extend the contract through January 31, 2024 for I-215/University Interchange Public Outreach.	\$6,000,000.00 (available \$349,926.78)	Original	\$115,100.00
				Prior Amendments	\$0.00
				Current Amendment	\$0.00
				Total CTO Amount	\$115,100.00

Attachment: March 2023 Procurement Report Attachment A (9554 : March 2023 Procurement Report)

Attachment A

March Contract Task Order Actions

Contract Task Order (CTO) Amendments Executed (Continued):

Contract No. & CTO No.	Vendor Name	Description of Services	Contract Amount	CTO History	CTO Amount
19-1002000 No. 10.1	Costin Public Outreach Group	To extend the contract through January 31, 2024 for I-10/Mt. Vernon Interchange Project Public Outreach.	\$6,000,000.00 (available \$349,926.78)	Original	\$105,800.00
				Prior Amendments	\$0.00
				Current Amendment	\$0.00
				Total CTO Amount	\$105,800.00
19-1002000 No. 13.1	Costin Public Outreach Group	To extend the contract through January 31, 2024 for Express Lanes Public Outreach.	\$6,000,000.00 (available \$349,926.78)	Original	\$2,478,560.00
				Prior Amendments	\$0.00
				Current Amendment	\$0.00
				Total CTO Amount	\$2,478,560.00
19-1002000 No. 14.1	Costin Public Outreach Group	To extend the contract through January 31, 2024 for I-10 Truck Climbing Lanes Public Outreach.	\$6,000,000.00 (available \$349,926.78)	Original	\$71,950.00
				Prior Amendments	\$0.00
				Current Amendment	\$0.00
				Total CTO Amount	\$71,950.00
19-1002000 No. 15.1	Costin Public Outreach Group	To extend the contract through January 31, 2024 for SR 60 Central Public Outreach.	\$6,000,000.00 (available \$349,926.78)	Original	\$72,000.00
				Prior Amendments	\$0.00
				Current Amendment	\$0.00
				Total CTO Amount	\$72,000.00

Attachment: March 2023 Procurement Report Attachment A (9554 : March 2023 Procurement Report)

Attachment A

March Contract Task Order Actions

Contract Task Order (CTO) Executed Amendments (Continued):

Contract No. & CTO No.	Vendor Name	Description of Services	Contract Amount	CTO History	CTO Amount
19-1002000 No. 24.1	Costin Public Outreach Group	To extend the contract through January 31, 2024 for I-10 Alabama Public Outreach.	\$6,000,000.00 (available \$349,926.78)	Original	\$134,080.00
				Prior Amendments	\$0.00
				Current Amendment	\$0.00
				Total CTO Amount	\$134,080.00
19-1002000 No. 25.1	Costin Public Outreach Group	To extend the contract through January 31, 2024 for I-10 Cedar Interchange Public Outreach.	\$6,000,000.00 (available \$349,926.78)	Original	\$31,080.00
				Prior Amendments	\$0.00
				Current Amendment	\$0.00
				Total CTO Amount	\$31,080.00
19-1002000 No. 28.1	Costin Public Outreach Group	To extend the contract through January 31, 2024 for North 1 st Ave. Bridge Public Outreach.	\$6,000,000.00 (available \$349,926.78)	Original	\$119,800.00
				Prior Amendments	\$0.00
				Current Amendment	\$0.00
				Total CTO Amount	\$119,800.00

Attachment: March 2023 Procurement Report Attachment A (9554 : March 2023 Procurement Report)

Attachment A

March 2023 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
None			Original	\$0.00
			Prior Amendments	\$0.00
			Prior Contingencies	\$0.00
			Current Contingency	\$0.00
			Amended Contract Amount	\$0.00

Attachment: March 2023 Procurement Report Attachment A (9554 : March 2023 Procurement Report)

Attachment A
March 2023 Purchase Order Actions

Purchase Orders Executed:

PO No.	PO Posting Date	Vendor Name	Description of Services	PO Dollar Amount
None				

Attachment A

March 2023 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
None			Original	\$0.00
			Prior Amendments	\$0.00
			Current Amendment	\$0.00
			Amended PO Amount	\$0.00

Attachment: March 2023 Procurement Report Attachment A (9554 : March 2023 Procurement Report)

Attachment B

March 2023 RFP's, RFQ's and IFB's

Release of RFP's, RFQ's and IFB's

Release Date	RFP/RFQ/IFB No.	Anticipated Dollar Amount	Anticipated Award Date	Description of Overall Program and Program Budget
03/09/2023	23-1002906	\$157,362.00	06/01/2023	Transportation Development Act Triennial Performance Audit for FY 2021/2022/2023
03/24/2023	23-1002920	\$5,333,100.00	06/01/2023	On-Call Railroad Property Maintenance of Way Services

Attachment: March 2023 Procurement Report Attachment B (9554 : March 2023 Procurement Report)

Attachment C

March 2023 CityCom's Issued Contracts

New Contracts Executed:

Contract No.	Description of Services	Vendor Name	Contract Amount
SB Depot 48372	Install Notification Appliance Extender (NAC), (7) audible devices per code, wire, programming, and plans and permits for Unit 140 (1st Floor Transit & Rail Office) tying the space into the overall Depot fire life safety system.	Johnson Controls Fire-Protection	\$28,661.38

Attachment C

March 2023 CityCom's Issued Purchase Orders

New Purchase Orders Executed:

PO No.	Vendor Name	Description of Services	PO Dollar Amount
None			

Minute Action

AGENDA ITEM: 3

Date: May 3, 2023

Subject:

Transit Operators and Transportation Development Act Audits for Fiscal Year 2021/2022

Recommendation:

Review and receive the Transit Operators and Transportation Development Act Audit Reports for Fiscal Year 2021/2022.

Background:

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

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

Eide Bailly (Eide) formally Vavrinek, Trine, Day & Co., LLP, was selected in January 2017 to conduct Compliance Audits of the TDA Funds for a five-year period, with two (2) one-year extensions.

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

The Fiscal Year 2021/2022 audits resulted in the following findings:

Town of Apple Valley (Town)

- Management is responsible for ensuring financial activity is recorded accurately and on a timely basis. Bank reconciliations should be performed monthly, and reviewed and approved in a timely manner. During procedures over cash and investments, it was noted that the Town's bank reconciliation for June 2022 was not prepared until December 2022. Further, the interest allocation to funds was not performed until December 2022.

Recommendation: That the Town review the timing of its reconciliation procedures.

Entity: San Bernardino County Transportation Authority

City of Chino (City)

- Management is responsible for ensuring financial activity is recorded accurately and on a timely basis. Expenditures should be identified and recognized during the period incurred, and within the proper fund. Revenues and expenditures should be captured in the proper reporting period and fund, to ensure accuracy of financial information. Activity between the TDA fund and other funds of the City should be evaluated for proper reflection in TDA Fund-only financial statements. The City has restated fund balance as of July 1, 2021 to properly reflect beginning fund balance as a result of the following:
 - The City restated fund balance for the TDA 3 fund due to the identification of \$31,069 of expenditures that was incorrectly charged to the fund, but should have been reported in a different fund.
 - The City restated the TDA 8 fund to remove the receivables and related deferred inflow of resources (unavailable revenue) from the City's Successor Agency, due to the loss of an appeal.

During the audit, proposed adjustments to the TDA 3 fund were made as described below:

- Reclassification of \$155,178 of negative cash due to the City of Chino
- Reclassification of \$6,718 from expenditures (negative) to Transfers in from the City of Chino

Recommendation: That the City enhance its closing process to ensure that expenditures are reported in the proper fund, and closing adjustments or restatements are avoided.

City of Fontana (City)

- Management is responsible for ensuring financial activity is recorded accurately and on a timely basis. Expenditures should be identified and recognized during the period incurred, and accruals posted to general ledger when applicable. During procedures over accounts payable and related disbursements, a disbursement in the amount of \$7,064 was noted, which related to April, May, and June 2022, but was not recorded during the fiscal year. As a result, an adjustment was proposed to increase expenditures and related accounts payable, to include this disbursement in the activity of the fund.

Recommendation: That the City enhance its closing process to ensure that expenditures and related accruals are recorded in the proper fiscal year.

City of Twentynine Palms (City)

- The City is responsible for ensuring compliance with its adopted budgets, and to adjust or react to changes in a timely manner. The legal level of budgetary control for its budget is the fund level. For the year ended June 30, 2022, the Fund reported \$35,962 of excess expenditures over budgeted appropriations. The City's budget for the Fund was not amended for excess appropriations of \$35,962 during the year ended June 30, 2022. Excess expenditures over budgeted appropriations of \$35,962 are disclosed in Note 4 to the financial statements, as the City did not comply with its budget.

Recommendation: That the City evaluate its procedures for monitoring budget versus actual expenditures, and amend budget in a timely manner when appropriate.

- Investments are required to be reported at fair market value in accordance with United States Generally Accepted Accounting Principles (GAAP). The Local Agency Investment Fund (LAIF) investment balance, which is tracked based on amortized cost,

was not reported at fair value. As of June 30, 2022, the LAIF allocation was 0.987125414, resulting in a loss as of year-end. As a result, an adjustment of \$16,512 was proposed to reduce the value of the LAIF investment and related interest income (loss). The City considered fair value of LAIF immaterial City-wide, and initially did not record or allocate an adjustment to the Measure I Fund at fiscal year-end.

Recommendation: That the City incorporate procedures to consider and post a fair market value adjustment for LAIF to the cash and investment balances held in the Measure I Fund.

Mountain Area Regional Transit Authority (MARTA)

- Management is responsible for the preparation of the basic financial statements and all accompanying information as well as representations contained therein, and the fair presentation in conformity with GAAP. This requires management to perform a year-end closing process to accumulate, reconcile and summarize information for inclusion in the annual financial statements. During the audit the auditors identified adjustments, which were posted as part of the audit, for the following:
 - Federal revenues in the amount of \$297,765 were erroneously included in MARTA's general ledger as of June 30, 2021. As a result, federal revenues and net position balances were overstated in the prior fiscal year.
 - Certain amounts were erroneously included in the calculation of Eligibility for Funds as required by § 6634 of the Transportation Development Act. As a result, MARTA's unearned revenue was overstated by \$15,014.

Recommendation: That MARTA review federal grant management policies and procedures in place to ensure amounts are properly captured, reconciled, classified, and reported. Further, MARTA should review its procedures over the preparation of the Eligibility for Funds calculation as required by § 6634 of the Transportation Development Act to ensure there is a documented review and approval, or other appropriate internal control to ensure proper amounts are calculated and reported.

- Management is responsible for the design and implementation of controls over payroll, which clearly details the level of review and approval necessary to complete a payroll transaction. Management must adhere to these policies and procedures to ensure an adequate control environment. The auditors noted one (1) instance in which a timecard was not reviewed and approved prior to payroll process. In addition, there were two (2) instances in which a variance between payroll register and daily time sheets were noted due to data entry error.

Recommendation: That MARTA review their payroll policy and procedures to ensure that all time sheets are approved and all timecard elements are accurate prior to being processed.

Morongo Basin Transit Authority (MBTA)

- Management is responsible for the preparation of the basic financial statements and all accompanying information as well as representations contained therein, and the fair presentation in conformity with GAAP. This requires management to perform a year-end closing process to accumulate, reconcile and summarize information for inclusion in the annual financial statements. The auditors prepared the financial statements for MBTA

using the records of MBTA. During the audit they identified adjustments, which were posted as part of the audit, for the following:

- Gross receipts, related to funding from local sources, were included in the calculation of Eligibility for Funds as required by § 6634 of the Transportation Development Act in an amount exceeding what was required to meet the farebox ratio requirement. As a result, an adjustment in the aggregate amount of \$283,307 was required.
- MBTA had not adjusted the Fair Market Value balance for their investments in the LAIF. As a result, an adjustment in the amount of \$16,644 was required.
- MBTA had begun tracking contributions to California Employers' Pension Prefunding Trust Program (CERBT) and California Employers' Pension Prefunding Trust Program (CEPPT) as expenses as of the beginning of the fiscal year. An adjustment was required to report the contributions as restricted assets of MBTA in the aggregate amount of \$290,388. Additionally, a correction to properly record the investment losses in each fund in the aggregate amount of \$28,813 was required.
- An adjustment in the amount of \$68,800 was required to properly report prepaid costs that were incorrectly recognized as expenses in the current year.

Recommendation: That MBTA review its closing policies and procedures in place to ensure amounts are properly captured, reconciled, classified, and reported. Further, MBTA should review its procedures over the preparation of the Eligibility for Funds calculation as required by § 6634 of the Transportation Development Act to ensure there is a documented review and approval, or other appropriate internal control to ensure proper amounts are calculated and reported. MBTA should evaluate its review of procedures over the financial statements to ensure balances are properly reflected prior to audit.

- 2 Code of Federal Regulations (CFR) section 200.430, Compensation – personal services, states that charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. The records must be supported by a system of internal control, which provides reasonable assurance that the charges are accurate, allowable, and properly allocated. During testing of the program the auditors noted instances in which employees were paid an additional amount of sick time during a pay period. Due to a programming error within ADP's system, employee sick time hours that were coded on timecards were doubled on MBTA's payroll register. The programming error caused for excess costs to be incurred by MBTA. As payroll charges were fully allocated to the Federal program, the amount allocated also includes the excess amounts paid to employees.

Recommendation: That MBTA revise its procedures to ensure system errors are identified prior to payroll being finalized and the programming error persisted for only a single pay period. However, it is recommend that MBTA revise its Federal grant management procedures to ensure that costs incurred due to error or other types of unallowable costs are not included in subsequent reimbursement requests.

Victor Valley Transit Authority (VVTA)

- Management is responsible for the preparation of the basic financial statements and all accompanying information as well as representations contained therein, and the fair

presentation in conformity with GAAP. This requires management to perform a year-end closing process to accumulate, reconcile and summarize information for inclusion in the annual financial statements. During the audit, we identified the following adjustments:

- Unearned revenue was understated and the related revenues were overstated by \$1,033,104, due to gross receipts totaling \$137,617 incorrectly included in the calculation of Eligibility for Funds as required by § 6634 of the Transportation Development Act, as well as capital acquisitions incorrectly included totaling \$895,487.
- Cash and accrued payroll were overstated totaling \$100,752.
- Net position and expenditures were overstated totaling \$80,861, which relates to VVTA's adjustment to the accrued leave balance to correct an error identified subsequent to the prior year audit.

Recommendation: That VVTA review its closing policies and procedures in place to ensure amounts are properly captured, reconciled, classified, and reported. Further, VVTA should review its procedures over the preparation of the Eligibility for Funds calculation as required by § 6634 of the Transportation Development Act to ensure there is a documented review and approval, or other appropriate internal control, to ensure proper amounts are calculated and reported.

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

Each agency may have a different number of audit reports depending on the type of funding the agency is receiving.

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 April 13, 2023.

Responsible Staff:

Hilda Flores, Chief Financial Officer

Approved
Board of Directors
Date: May 3, 2023

Witnessed By:

Minute Action

AGENDA ITEM: 4

Date: May 3, 2023

Subject:

Measure I Local Pass-Through Compliance Audits for Fiscal Year 2021/2022

Recommendation:

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

Background:

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

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

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

Measure I Local Pass-Through Audit reports for FY 2021/2022 and the SBCTA Annual Comprehensive Financial Report were provided to the Independent Taxpayer Oversight Committee (ITOC). The ITOC has made a finding that Measure I expenditures for FY 2021/2022 are consistent with the provisions of Measure I Expenditure Plan and Ordinance No. 04-01.

The Measure I Local Pass-Through audit for the City of Victorville is expected to be completed on or before April 30, 2023. This audit was not finalized by the end of the extension period of February 28, 2023, thus Measure I withholding has commenced, until the FY 2021/2022 audit is completed. The audits for the City of Adelanto for FY 2020/2021 and FY 2021/2022 are not complete, thus they are currently subject to withholding. SBCTA has withheld \$1,909,314 of Measure I allocated to the City of Adelanto as of March 31, 2023.

Entity: San Bernardino County Transportation Authority

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

Town of Apple Valley (Town)

- Management is responsible for ensuring financial activity is recorded accurately and on a timely basis. Expenditures should be identified and recognized during the period incurred, and accruals posted to general ledger when applicable. During procedures over accounts payable and related disbursements, auditors noted a disbursement in the amount of \$104,925, which related to May and June 2022, but was not recorded within the general ledger. As a result, Town staff proposed an adjustment to increase expenditures and related accounts payable, to include this disbursement in the activity of the fund. The adjustment was proposed and posted to the Town's fund financial statements to include the \$104,925 accrual. Auditors recommend that the Town enhance its closing process to ensure that expenditures and related accruals are recorded in the proper FY.

Corrective Action: The Town agreed with the proposed adjustment of \$104,925, and have posted the accrual to the Town's general ledger.

- Bank reconciliations should be performed monthly, and reviewed and approved in a timely manner. During procedures over cash and investments, auditors noted the Town's bank reconciliation for June 2022 was not prepared until December 2022. Further, the interest allocation to funds was not performed until December 2022. The audit was delayed. Auditors recommend that the Town review the timing of its reconciliation procedures.

Corrective Action: The Town agreed that bank reconciliation must occur on a more timely basis and have taken steps to properly train applicable personnel.

- Management is responsible for ensuring financial activity is recorded accurately and on a timely basis. Each year, the beginning fund balance (equity) should be reconciled to the previous audit reports, as well as underlying accounting records of the Town, to ensure accuracy of the financial activity reported within the Measure I fund each year. During procedures over beginning fund balance, auditors noted that the beginning fund balance did not equal to the previous year Measure I audit fund balance by \$99,056. Going back multiple years, the Measure I Fund had reported a receivable balance of \$99,948. During FY 2020/2021, the Town recorded an allowance for these receivables of \$99,948; however, a deferred inflow of resources – unavailable revenue of \$99,056 was erroneously included in the report as of June 30, 2021. Subsequent to the prior year Measure I Fund report date, the Town removed the receivables and reversed the allowance of \$99,948. As a result of the erroneous unavailable revenue of \$99,056 included in the report, a restatement was necessary to correct the understatement of fund balance due to reporting the unavailable revenues in the June 30, 2021 Measure I Fund financial statements. Internal control allowed for the identification and correction of the error described in the condition above during the June 30, 2022 FY. However, it was not corrected during the prior audit of the June 30, 2021 Measure I fund, resulting in a restatement to the fund as of July 1, 2021. The Measure I fund financial statements were restated to fairly reflect fund balances as of July 1, 2021. Auditors recommend that the Town review its Measure I fund financial statement closing procedures. While the Town did identify and correct the condition described above, procedures should be developed to allow for errors to be identified prior to issuing the reports each year.

Corrective Action: The Town agrees that restatement was necessary in this financial statement but was not necessary in the Town's financial statement because the Town did not include such a transaction in the trial balance nor in the Town's audited financial statements. We recognize the serious responsibility of identifying and correcting errors prior to issuance of financial statements as demonstrated in the prior year's audit wherein staff indicated to the auditors that the item was incorrectly presented. Town staff have broadened the financial statement review processes to include adequate communication with the audit engagement staff to ensure the Town's position is clearly expressed when presented with issues such as the condition described above.

City of Twentynine Palms (City)

- Investments are required to be reported at Fair Market Value (FMV) in accordance with Generally Accepted Accounting Principles. The Local Agency Investment Fund (LAIF) investment balance, which is tracked based on amortized cost, was not reported at fair value. As of June 30, 2022, the LAIF allocation was 0.987125414, resulting in a loss as of year-end. As a result, an adjustment was proposed for \$16,512 to reduce the value of the LAIF investment and related interest income (loss). The City considered fair value of LAIF immaterial City-wide, and initially did not record or allocate an adjustment to the Measure I Fund at fiscal year-end. As a result, Measure I Fund cash and investments were overstated by \$16,512. It was recommended the City incorporate procedures to consider and post a FMV adjustment for LAIF to the cash and investment balances held in the Measure I Fund.

Corrective Action: The City considered FMV adjustments at both the City-wide and Fund Level and does not typically post FMV adjustments if the adjustment is not considered significant, based on management's judgment. The \$16,512 adjustment is only 1.4% of the fund's cash and investment balance of \$1,217,083, which management does not consider to be significant; however, management has agreed to record the proposed LAIF adjustment for FY 2021/2022.

City of Rialto (City)

- Management is responsible for the preparation of the basic financial statements and all accompanying information and well as representations contained therein, and the fair presentation in conformity with Generally Accepted Accounting Principles. This requires management to perform a year-end closing process to accumulate, reconcile and summarize information for inclusion in the annual financial statements. Adjustments were made to the Measure I fund after the fiscal year 2021 audit was finalized.

Corrective Action: City management agrees with the recommendation and has reviewed its Measure I fund statement-closing procedures and put controls in place to prevent this from happening in the future.

City of Fontana (City)

- Expenditures should be identified and recognized during the period incurred and accruals posted to the general ledger. During the audit, a disbursement of \$177,896 was not recorded in the general ledger. The Auditor proposed adjustment to increase expenditures and related accounts payable.

Corrective Action: Management acknowledges the importance of accurately reflecting expenditures in the correct FY. The City's fiscal year-end closing process for June 30, 2021, was significantly delayed, which was directly related to inadequate available staffing resources mainly due to staff turnover. This also impacted the FY end closing process for June 30, 2022, which includes the accrual periods. During FY 2022/2023, the Accounting Department has filled three (3) additional accountant level (or above) positions which will allow the city to meet closing entries, perform a more thorough review of transactions, and mitigate/minimize errors.

- The Valley Local Street (VLS) program, Measure I 2010-2040 Strategic Plan, section VLS-18a requires all expenditures charged to Measure I be supported by a warrant or source document clearly identifying the project and other pertinent data to establish a clear audit trail. During payroll testing, the distribution of salaries and wages charged to Measure I fund were not appropriately supported by personnel activity report or detailed time sheets. Subsequently, the City performed a verification of time for employees and time certifications were provided.

Corrective Action: Management acknowledges and agrees with the importance of maintaining source documents used to allocate salaries and benefits to the Measure I Fund. FY 2020/2021 was the implementation year of the City's new payroll system in which the City began using an allocation based on employee certified time instead of a detailed timesheet. Due to Employee turnover of key personnel in the Engineering department, the original source documentation for FY 2021/2022 was not found. This documentation issue has been corrected retroactively with employee time certifications for FY 2021/2022 and FY 2022/2023. Additionally, timesheets will be tracked with project detail.

Financial Impact:

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

Reviewed By:

This item was reviewed by the Independent Taxpayer Oversight Committee on April 5, 2023 and made a finding that SBCTA is in compliance with Ordinance 04-01 and the Measure I Expenditure Plan. This item was received by the General Policy Committee on April 12, 2023.

Responsible Staff:

Hilda Flores, Chief Financial Officer

Approved
Board of Directors
Date: May 3, 2023

Witnessed By:

Minute Action

AGENDA ITEM: 5

Date: May 3, 2023

Subject:

Capital Projects and Reserves Based on Policy No. 20600 Funding Indirect Costs

Recommendation:

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

A. Approve reserves for capital costs of \$607,000 and for emergency purposes of \$500,000 based on Policy No. 20600, Funding Indirect Costs and Establishing Fund Balance Reserves and a Capital Improvement Plan; and

B. Review and provide direction relative to budgetary information to be included in the Indirect Fund for Fiscal Year 2023/2024 Budget.

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

C. Approve the updated Capital Improvement Plan for the Santa Fe Depot and for the Agency's Information Technology systems.

Background:

San Bernardino County Transportation Authority (SBCTA) Policy No. 20600, Funding Indirect Costs and Establishing Fund Balance Reserves and a Capital Improvement Plan, delineates how indirect costs will be funded; establishes reserves for general purposes and capital improvements; establishes a fund to account for the indirect costs and the allocated revenue, fund balance, and reserves; and requires adoption of a five-year Capital Improvement Plan (CIP) as part of the annual budget to identify and plan accordingly for building improvements, maintenance, and information technology needs. Furthermore, the policy establishes a fund balance reserve policy for capital costs and general purposes such as emergencies and unexpected costs. The General Purpose Reserve shall be at least \$500,000 and shall not exceed 20% of indirect costs budgeted for the next budgetary fiscal year. A Capital Improvement Reserve is established for capital costs anticipated in the CIP. The fund balance is available to pay for unexpected costs or cost increases due to cyclical activities.

Exhibit A is a summary of indirect costs of \$9,990,622, proposed for Fiscal Year 2023/2024. This represents an increase of \$332,157 from the current budget of \$9,658,465. Cost increases are primarily related to CIP projects. CIP costs include office carpet replacement, network infrastructure, heating ventilation and air conditioning (HVAC) equipment upgrades (Phase 1) and purchase of a new SBCTA vehicle.

Exhibit B is a listing of capital improvement projects for the next six (6) years. Capital projects for Fiscal Year 2023/2024 in the amount of \$1,040,000 are included in the Proposed Fiscal Year 2023/2024 Budget.

In accordance with Policy No. 20600, the allocation of revenue to the Indirect Fund is based on the percentage of full time equivalents budgeted for each major program of SBCTA, except for Finance department indirect costs, which are allocated based on number of transactions for the recently audited fiscal year. The allocation of revenue for Fiscal Year 2023/2024 also accounts for a "true-up" of the Fiscal Year 2021/2022 Indirect Fund allocations based on the

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

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actual staff time expended, per program, in that year. This resulted in an increase to the Local Transportation Fund (LTF), decreases to the Service Authority for Freeway Emergencies fund and Council of Governments funds, and a reallocation of funds between various Measure I programs. Additionally, staff recommends to budget revenues at less than the budgeted expenditures since staff anticipates a carryover reserve (revenue exceeding expenditures) in the Indirect Fund from current fiscal year operations of \$3,155,049. Combined with the projected revenue allocation of \$7,942,573, less estimated indirect costs of \$9,990,622, a balance of \$1,107,000 remains for recommended reserves. Staff will continue to monitor fund balances and indirect expenses to mitigate any funding shortfalls.

Per Policy No. 20600, the revenue that can be allocated to fund indirect costs and the reserves is derived from the various funding sources as shown below. The Measure I allocation is 2.4% of projected Measure I revenue, which is above the calculated share of 1.7% but less than the maximum allowed of 3%. A portion of this increase is required to maintain the indirect allocation from the Enterprise Fund at less than 3%. This transfer of \$75,915 in financial responsibility from the Enterprise Fund to the Measure I Freeway Program will be reimbursed in future years. A reconciliation of Fiscal Year 2021/2022 actual Indirect Fund allocations is included in the amounts allocated:

Funding Source	Indirect Costs by full time equivalents	Indirect Costs by # of transactions	FY 2021/2022 Actual Adjustments	Total
Local Transportation Fund-Administration *	-	-	-	-
Local Transportation Fund-Planning	-	279,593	137,270	416,863
Service Authority for Freeway Emergencies	215,641	298,934	(74,370)	440,205
Council of Governments-Assessment Dues	141,773	114,348	(62,900)	193,221
Council of Governments-Grants	249,742	33,253	-	282,995
Enterprise Fund - Express Lanes	205,045	2,375	-	207,420
Sales Tax MSI-Valley Freeway	2,967,880	275,187	362,237	3,605,304
Sales Tax MSI-Valley Interchange	1,438,896	361,627	225,964	2,026,487
Sales Tax MSI-Valley Grade Separation	60,658	-	(75,735)	(15,077)
Sales Tax MSI-Valley Arterial	186,297	93,121	(71,938)	207,480
Sales Tax MSI-Valley Rail	149,283	174,967	(177,770)	146,480
Sales Tax MSI-Valley Bus Rapid Transit	198,870	25,472	(147,713)	76,629
Sales Tax MSI-Victor Valley Major Local Highway	176,643	40,505	(73,814)	143,334
Sales Tax MSI-North Desert Major Local Highway	163,024	12,945	(60,466)	115,503
Sales Tax MSI-Colorado River Major Local Highway	8,405	10,022	4,708	23,135
Sales Tax MSI-Morongo Basin Major Local Highway	16,810	11,275	8,235	36,320
Sales Tax MSI-Mountain Major Local Highway	16,810	10,440	4,707	31,957
Sales Tax MSI-Cajon Pass	2,732	-	1,585	4,317
Total	6,198,509	1,744,064	-	7,942,573

* Indirect costs by number of transactions to Local Transportation Fund-Administration was transferred to Local Transportation Fund-Planning.

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Staff recommends approval of the capital improvement projects listed in Exhibit B and to maintain a General Purpose Reserve for emergencies of \$500,000 and a Capital Improvement Reserve of \$607,000 for future projects.

Financial Impact:

This item has no financial impact on the Fiscal Year 2022/2023 Budget. Capital Projects and Indirect Fund expenditures are included in the Proposed Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 12, 2023.

Responsible Staff:

Hilda Flores, Chief Financial Officer

Approved
Board of Directors
Date: May 3, 2023

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

San Bernardino County Transportation Authority	Policy	20600
Adopted by the Board of Directors 1/4/2018	Revised	06/01/2022
Funding Indirect Costs and Establishing Fund Balance Reserves and a Capital Improvement Plan	Revision No.	2

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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I. PURPOSE

The purpose of this policy is to define the appropriate charging of indirect costs and the funding sources to be used to cover these costs. This policy also establishes a minimum level of unassigned fund balance designated as a general purpose reserve to meet revenue shortfalls, unanticipated expenditures, economic downturns, or emergencies and establishes an assigned reserve to fund capital improvements necessary for the general operation of San Bernardino County Transportation Authority (SBCTA) and San Bernardino Council of Governments (SBCOG). Furthermore, the policy also addresses the circumstances under which the unassigned fund balance can be expended and how it will be replenished if it falls below the established minimum.

II. DEFINITIONS

Capital Improvement Plan: A five year plan for acquisition, improvement, and renovation of the Santa Fe Depot and other infrastructure, as well as capital items such as equipment, vehicles, and technology items in excess of \$5,000. It excludes any capital improvements already included in other plans such as the 10-Year Delivery Plan. The approved capital items are to be included in the budget for the Indirect Fund. Improvements to the Santa Fe Depot may include items such as structural improvements; replacement of the roof, HVAC system, carpet, tile, communication systems, or alarm systems; and remodels. Information technology improvements may include items such as software, computers, and servers.

Indirect Costs: Expenses incurred that are not readily identifiable with a particular project or activity but are necessary to the general operation of SBCTA and SBCOG and necessary for staff to perform daily job duties and functions. Costs may include items such as staffing costs, office equipment, professional services, consulting services, maintenance of office equipment, postage, dues and subscriptions, county fee, auditing and accounting, utilities, training/membership, printing, travel, record/equipment storage, meeting, legal fees, maintenance of motor vehicle, advertising, office expense, bank charges, public information activities, contributions/subsidies, computer hardware/software, building maintenance, building structures, and insurance for property, general, umbrella, crime, public official liability, and cyber.

Indirect Fund: A governmental fund that will be used to budget indirect costs and capital improvements necessary for the daily operations of SBCTA and SBCOG and the corresponding revenue allocated to fund those costs.

III. REFERENCES

Ordinance 04-01 provides for the renewal of the half-cent (0.5%) sales tax on taxable retail transactions within the County. Ordinance 04-01 expires on March 31, 2040.

Policy No. 20200 - Fund Balance Reporting

IV. POLICY

A. Indirect Costs and Funding Sources

Indirect costs will be budgeted at whatever is reasonable and necessary for the general operation of SBCTA and SBCOG and will include capital improvements identified in a five year capital improvement plan that will be updated annually during the budget process. The revenue sources necessary to fund indirect costs will be allocated to the Indirect Fund based on the percentage of full time equivalents (FTE) budgeted for each major program of SBCTA except for the Finance department indirect costs, which will be allocated based on number of transactions in the recently audited fiscal year.

1. In general, the percentage of FTE and Finance department indirect costs allocated based on number of transactions related to delivery of the Measure I programs will be used to determine the revenue required from Measure I to fund indirect costs. Up to three percent (3%) of Measure I sales tax revenues will be used to fund these costs. The revenue apportioned to the Senior and Disabled and Local Street Projects (pass through) Programs will continue to be based on the total revenue received. The maximum 3% is in addition to the 1% for administrative costs per Ordinance 04-01. Fund balance in the Measure I Administration fund may be used to buy down the calculated requirement from Measure I programs for funding indirect costs.
2. In general, the percentage of FTE and Finance department indirect costs allocated based on number of transactions related to the general transit, planning, fund administration, and traveler services functions will be used to determine the revenue required from the Local Transportation Fund (LTF) to fund indirect costs. Up to one percent (1%) will be funded from an allocation for LTF Administration and up to two percent (2%) will be funded from the allocation for LTF Planning.
3. In general, the percentage of FTE and Finance department indirect costs allocated based on number of transactions related to Council of Governments (COG) activities will be used to determine the revenue required from the COG Dues to fund indirect costs.
4. In general, the percentage of FTE and Finance department indirect costs allocated based on number of transactions related to the Freeway Service Patrol and Call Box System programs will be used to determine the revenue required from the Service Authority for Freeway Emergencies fund to fund indirect costs.
5. SBCTA staff will continue to actively seek other funding sources as appropriate to fund indirect costs. Any other funding sources added to fund indirect costs will also be based on a percentage of FTE and Finance department indirect costs allocated based on number of transactions

B. Capital Improvement Plan

A five year capital improvement plan will be developed and presented annually during the budget process to the Board for consideration. The plan will identify present and future needs requiring capital infrastructure and options for financing the plan. The plan will be prioritized based on projects that have an associated funding source, elimination of health/safety hazards, and projects that will increase efficiency or reduce operations and maintenance costs.

C. Unassigned Fund Balance –General Purpose Reserve:

An adequate amount of General Purpose Reserve is essential to the financial strength and flexibility of SBCTA. This reserve is intended for unanticipated emergencies and to allow a transition period to fund indirect costs when revenues are reduced due to economic factors or legislation outside of SBCTA's control.

1. When developing the fiscal year budget, SBCTA shall establish an unassigned fund balance designated as General Purpose Reserve for the General Fund targeted at least at \$500,000 but not exceeding 20% of the indirect costs budgeted for that fiscal year. A one-time allocation of revenue can be used to establish the reserve or it shall be built-up with fund balance from the Indirect Fund until the established target is achieved. An increase to fund balance results when revenues allocated to the Indirect Fund exceed expenditures. In the event the budgeted expenditures for the Indirect Fund decline from the previous fiscal year, the reserve shall have no

downward adjustments. Any necessary increases to the reserve shall be made annually during the budget process.

2. Use of the General Purpose Reserve will be limited to nonrecurring expenditures, debt reduction, one-time capital costs, or emergency situations (such as economic conditions or natural disasters). In the event of a decline in revenue that is used to fund the Indirect Fund, the General Purpose Reserve may be used as a temporary means to fund indirect costs until a corrective action is determined.
3. A one-time allocation of revenue can be used to replenish the General Purpose Reserve or it shall be built-up with fund balance from the Indirect Fund.

D. Assigned Fund Balance – Capital Improvement Reserve

A Capital Improvement Reserve will be established to cover forecast costs identified in the capital improvement plan. The Chief Financial Officer, as authorized by Policy 20200 – Fund Balance Reporting, will assign fund balance for specific capital improvement projects based on the approved capital improvement plan for those projects that would not normally be feasible without reserving funding over a multiple year period.

V. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted.	1/4/2018
1	Revised Section IV, Subsection A to include that when an estimated fund balance is available in the Measure I Administration fund, it may be used to buy down the calculated requirement of Measure I programs to fund indirect costs.	4/1/2020
2	Include Finance department indirect costs allocated based on number of transactions	6/1/2022

Budgeted Tasks to Indirect Fund																Fiscal Year 2023/2024	Fiscal Year 2022/2023
Object Code	0200	0206	0312	0313	0350	0400	0425	0450	0470	0500	0501	0503	0605	0805	Budget	Budget	
51010	Salaries	\$ 473,302	\$ 642	\$ 8,923	\$ 2,050	\$ 192,704	\$ 640,648	\$ 265,969	\$ 141,527	\$ 122,820	\$ 1,846	\$ 64,389	\$ 206,286	\$ 79,541	\$ 90,961	\$ 2,291,608	\$ 2,282,631
51030	Overtime	14,850	-	-	-	-	14,850	-	-	-	-	-	-	-	-	29,700	29,700
51990	Fringe	383,199	504	7,005	1,609	151,273	514,566	208,786	111,099	96,414	1,449	50,545	161,935	62,440	71,404	1,822,228	2,361,189
52001	Professional Services	30,000	-	-	-	7,210	75,000	138,000	470,400	3,875	-	50,000	164,328	155,000	26,386	1,120,199	1,215,999
52005	Consulting Services	50,000	-	-	-	-	60,000	-	-	-	-	250,000	-	-	-	360,000	75,000
52015	County Fees	-	-	-	-	-	100,000	-	-	-	-	-	-	-	-	100,000	100,000
52100	Auditing & Accounting	-	-	-	-	-	300,000	-	-	-	-	-	-	-	-	300,000	318,000
52200	Legal Fees	-	-	-	-	85,000	-	-	-	-	-	-	-	-	-	300,000	318,000
52300	Claims	-	-	-	-	-	-	-	-	-	-	-	-	-	-	125,000	125,000
52500	Security	-	-	-	-	-	-	50,000	-	-	-	-	-	-	-	50,000	50,000
52700	Information Technology Services	-	-	-	-	-	-	-	-	-	-	-	-	-	192,716	192,716	196,593
53120	Utilities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
53400	Maintenance-Buildings	-	-	-	-	-	-	-	-	-	-	-	-	-	-	147,000	147,000
53450	Maintenance-Motor Vehicles	-	-	-	-	-	-	-	-	-	-	-	-	-	-	972,472	972,472
53465	Maintenance-Office Equipment	1,500	-	-	-	-	-	-	2,500	-	-	-	-	-	-	2,500	2,500
53610	Rentals-Buildings	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,500	1,500
53670	Rentals-Office Equipment	20,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
54010	General Liability Insurance	-	-	-	-	-	-	255,000	-	-	-	-	-	-	-	20,000	55,000
54020	Umbrella Liability Insurance	-	-	-	-	-	-	120,000	-	-	-	-	-	-	-	255,000	240,000
54030	Property Insurance	-	-	-	-	-	-	64,209	-	-	-	-	-	-	-	120,000	115,000
54040	Crime Insurance	-	-	-	-	-	-	12,000	-	-	-	-	-	-	-	64,209	40,000
54050	Public Officials Liability Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12,000	16,800
54060	Automotive Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
54070	Cyber Insurance	-	-	-	-	-	-	1,500	-	-	-	-	-	-	-	1,500	1,500
54100	Dues/Memberships	27,000	-	-	-	2,090	4,000	1,500	-	2,175	-	-	2,000	10,000	-	26,400	16,000
54200	Training/Registration	7,500	-	-	-	5,000	12,000	11,000	10,000	21,050	-	-	3,000	14,000	-	48,765	46,910
54300	Postage	5,250	-	-	-	100	2,000	100	1,000	200	-	-	-	-	200	83,550	79,130
54410	Travel Expense - Employee	8,000	-	-	-	5,500	2,000	11,000	1,000	6,500	-	-	1,500	10,000	-	8,850	9,550
54420	Travel Expense - Non-Employee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	45,500	43,500
54430	Travel Expense-Mileage-Employee	1,500	-	-	-	200	3,000	1,000	200	500	-	-	2,000	2,500	-	-	-
54440	Travel Expense-Mileage-Non-Employee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10,900	10,900
54450	Travel Expense-Other-Metrolink Tickets	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
54500	Advertising	500	-	-	-	-	2,000	-	-	15,800	-	-	-	-	-	-	50
54520	Public Information Activities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	18,300	17,275
54590	Printing - External	7,500	-	-	-	-	7,000	-	-	-	-	-	-	60,000	-	60,000	60,000
54595	Printing - Internal	10,000	-	-	-	200	-	-	-	-	-	-	-	-	-	14,500	13,100
54620	Contributions/Sponsorships	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10,200	10,200
54640	Communications	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
54655	Record/Equipment Storage	20,000	-	-	-	-	-	-	48,500	-	-	-	-	-	20,000	68,500	68,500
54900	Bank charges	-	-	-	-	-	5,000	-	-	-	-	-	-	-	-	20,000	20,000
54910	Other Service Charges	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,000	6,160
54980	Depreciation Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
55005	Office Expense	20,000	-	-	-	-	-	-	1,500	1,000	-	-	-	-	14,519	37,019	31,289
55410	Meeting Expense	3,000	-	-	-	500	2,000	500	200	15,000	-	-	1,000	2,500	-	24,700	24,700
56100	Building & Structures	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
56200	Improvements OTBS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
56600	Office Furniture & Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-	717,000	717,000	469,428
56650	Office Equipment/Software-Inventorial	20,000	-	-	-	10,000	-	-	-	-	-	-	-	-	65,000	65,000	65,000
56700	Computer Hardware & Software	-	-	-	-	-	-	-	334,606	-	-	-	-	-	22,200	386,806	327,033
									352,000							352,000	49,000
Total		\$ 1,103,101	\$ 1,146	\$ 15,928	\$ 3,659	\$ 459,777	\$ 1,744,064	\$ 1,181,964	\$ 1,474,532	\$ 310,334	\$ 3,295	\$ 414,934	\$ 542,049	\$ 395,981	\$ 2,339,858	\$ 9,990,622	\$ 9,658,465
		\$ 1,103,101	\$ 1,146	\$ 15,928	\$ 3,659	\$ 459,777	\$ 1,744,064	\$ 1,181,964	\$ 1,474,532	\$ 310,334	\$ 3,295	\$ 414,934	\$ 542,049	\$ 395,981	\$ 2,339,858	\$ 9,990,622	
		\$ 231,750	\$ -	\$ -	\$ -	\$ 115,800	\$ 574,000	\$ 707,209	\$ 1,221,906	\$ 91,100	\$ -	\$ 300,000	\$ 173,828	\$ 254,000	\$ 2,177,493	\$ 5,847,086	

Task Descriptions:																
0200 - Executive Administration and Support			0313 - Transit Right of Way Management			0450 - Management Services			0501 - Intergovernmental			0805 - Building Operation				
0206 - Data Program Management			0350 - General Counsel			0470 - Human Resources			0503 - Legislation			Increase from Fiscal Year 2023 Budget			\$ 332,157	
0312 - General Transit			0400 - Financial Management			0500 - Fund Administration			0605 - Public Affairs							

Capital Projects Plan

Fiscal Year	Item Description	Estimated Cost
2023/2024	Network Infrastructure (Servers, Switches, Firewalls, etc.)	\$ 195,000
	Workstation Rotation Plan Group A	75,000
	Depot Parking Lot Slurry Seal/Stencil & ADA Repairs	180,000
	SBCTA Board Room AV Upgrade	180,000
	Replace SBCTA Pool Vehicle	60,000
	SBCTA Office Carpet Replacement	180,000
	Heating, Ventilation, & Air Conditioning (HVAC) Equipment Upgrade -Phase I	170,000
	Total Fiscal Year 2023/2024	<u>\$ 1,040,000</u>
2024/2025	Applicant Tracking System (Could be part of Enterprise Resource Planning (ERP) system)	\$ 22,000
	Painting interior of SBCTA offices (excludes 1st Floor Spaces)	120,000
	Heating, Ventilation, & Air Conditioning (HVAC) Equipment Upgrade-Phase II	170,000
	Workstation Rotation Plan Group B	75,000
	Total Fiscal Year 2024/2025	<u>\$ 387,000</u>
2025/2026	On-premise Backup Appliance/Data Domains	\$ 50,000
	Heating, Ventilation, & Air Conditioning (HVAC) Equipment Upgrade-Phase III	170,000
	Total Fiscal Year 2025/2026	<u>\$ 220,000</u>
2026/2027	Tile Lobby and Restrooms Interior Painting	25,000
	Total Fiscal Year 2026/2027	<u>\$ 25,000</u>
2027/2028	Workstation Rotation Plan Group A	\$ 75,000
	Tile Lobby Exterior Door Restoration and Nearby Window Trim	25,000
	Parking Lot Slurry Seal/Stencil	200,000
	Pump House Chemical Treatment Equipment Upgrade	15,000
	Total Fiscal Year 2027/2028	<u>\$ 315,000</u>
2028/2029	Depot Elevator Modernization	\$ 125,000
	Workstation Rotation Plan Group B	75,000
	Replace Depot's Roof	150,000
	Total Fiscal Year 2028/2029	<u>\$ 350,000</u>
	Total Capital Projects	<u>\$ 2,337,000</u>
	Beginning Fund Balance	\$ 4,368,926
	Estimated Revenues:	
	Measure I (MSI)	3,660,911
	Transportation Development Act (TDA)	2,041,952
	Service Authority for Freeway Emergencies (SAFE)	397,975
	Council of Governments (COG)	399,544
	Express Lanes	228,314
	Total revenues to fund indirect	<u>6,728,696</u>
	Indirect expenditures	<u>9,990,622</u>
	Amount available for Reserves	<u>\$ 1,107,000</u>
	Reserve for Emergencies	\$ 500,000
	Reserve for Capital Projects	\$ 607,000

Minute Action

AGENDA ITEM: 6

Date: May 3, 2023

Subject:

Investment Policy No. 20100

Recommendation:

That the Board, acting as the San Bernardino County Transportation Authority (SBCTA), effective July 1, 2023:

A. Approve Investment Policy No. 20100, with staff recommending one revision to section IX.K; and

B. Delegate to SBCTA's Chief Financial Officer, who shall serve as SBCTA's Treasurer, authority for a one-year period to invest or reinvest SBCTA funds and to sell or exchange securities so purchased, pursuant to Policy No. 20100; and

That the Board, acting as the San Bernardino Associated Governments (SBCOG), effective July 1, 2023:

C. Reauthorize pooling SBCOG funds with SBCTA funds, to be invested in accordance with SBCTA's Investment Policy No. 20100; and

D. Delegate to SBCTA's Chief Financial Officer, who shall serve as SBCOG's Treasurer, authority for a one-year period to invest or reinvest SBCOG funds and to sell or exchange securities so purchased, pursuant to Policy No. 20100.

Background:

The California Government Code, which governs the investment and the deposit of public funds (Section 53600 et seq.), requires that the agency's governing body annually review the investment policy at a public meeting.

San Bernardino County Transportation Authority's (SBCTA) staff and investment advisor, PFM Asset Investment Management LLC (PFM), have reviewed the current SBCTA Investment Policy No. 20100 (Policy) and concur that the Policy meets all requirements as outlined in the attached memo. However, PFM made a recommendation to update the Policy's description of the California Asset Management Program (CAMP) in Section IX.K., to provide for an additional high-quality investment option. As such, one change to section IX.K is recommended, to allow purchase of CAMP term investments. CAMP recently created a new pooled program, CAMP Term, which provides local agencies with the opportunity to enhance their short-term interest earnings with fixed-rate, fixed-term securities with maturities ranging from 60 days to one (1) year. The program is rated AAA by Fitch.

The two (2) recent code changes resulting from the passage of Senate Bill 1489, referenced in the attached memo, do not require modification to Investment Policy No. 20100 since reporting deadlines and measurement of maturity values are not specified in the policy. Further, SBCTA's current business process includes submitting quarterly reports within 30 days after the end of each quarter, and investment maturity is measured from the investment's settlement date.

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

Board of Directors Agenda Item

May 3, 2023

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The Government Code also provides that if an agency's legislative body elects to delegate investment authority to the agency treasurer, it may do so for a one-year period, and delegation may be renewed annually. Recommendations B and D request the Boards of Directors of SBCTA and San Bernardino Associated Governments (SBCOG) approve the annual delegation of investment authority, pursuant to the Policy, for a one-year period, to the SBCTA Chief Financial Officer, who serves as the SBCTA Treasurer and the SBCOG Treasurer, pursuant to the SBCTA Administrative Code, the SBCOG Bylaws, and Policy No. 20100.

Financial Impact:

This item has no financial impact on the Fiscal Year 2022/2023 or Proposed 2023/2024 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 12, 2023. SBCTA General Counsel has reviewed this item and the revised policy.

Responsible Staff:

Hilda Flores, Chief Financial Officer

Approved
Board of Directors
Date: May 3, 2023

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

February 13, 2023

Memorandum

To: Lisa Lazzar, CPA, Chief of Fiscal Resources
San Bernardino County Transportation Authority

From: Sarah Meacham, Managing Director
Richard Babbe, CCM, Senior Managing Consultant
PFM Asset Management LLC

RE: 2022 Investment Policy Review

At your request, we reviewed the San Bernardino County Transportation Authority's ("Authority") Investment Policy ("Policy"), as part of the Authority's annual review process. As written, the Policy follows the applicable California Government Code ("Code") sections regulating the investment of public funds.

To provide the Authority with an additional high-quality investment option, we recommend the Authority update the Policy's description of the California Asset Management Program ("CAMP") in Section IX.K. CAMP recently created a new pooled program, CAMP Term, that provides local agencies with the opportunity to enhance their short-term interest earnings with fixed-rate, fixed-term securities with maturities ranging from 60 days to one year. The program is rated AA+ by Fitch. Additional information on CAMP Term is available at www.camponline.com. We have attached a marked-up copy of the Policy to illustrate our recommended changes.

Although no changes are required, we also wanted to make you aware of two recent Code changes that were made as part of SB 1489, which took effect January 1, 2023. First, SB 1489 changed the quarterly reporting deadline in Code section 53646 (b)(1) to 45 days from 30 days. The Code was revised in recognition that the 30-day deadline created challenges for some agencies given the time it takes to collect investment data and deadlines to include information on agendas. As the Policy does not specify a reporting deadline, no change is required.

Second, Code had not previously defined whether a security's remaining maturity at purchase was to be calculated from trade or settlement date. Code now specifies that an investment's remaining maturity at purchase is to be measured from an investment's settlement date (Code further specifies that the forward settlement date of an investment cannot exceed 45 days from the time of investment). This change provides local agencies with more opportunities to consider new-issue, five-year securities. The remaining maturity of a new issue, five-year security will often exceed five years if calculated to trade date but not if calculated to settlement date. As neither trade nor settlement date is referenced in the Policy, no changes are required.

Please let us know if you have any questions or if you would like to set up a time to discuss.

Attachment: SBCTA_IPS_Memo_2-13-23_Final (9547 : Investment Policy No. 20100)

San Bernardino County Transportation Authority	Policy	20100
Adopted by the Board of Directors October 2, 1996	Revised	05/0403/2223
Investment Policy	Revision No.	2627

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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I. PURPOSE

The purpose of this policy is to provide guidelines for the investment of funds based upon prudent cash management practices and in conformity with all applicable statutes.

II. POLICY

The Board of Directors of the San Bernardino County Transportation Agency (SBCTA) and of the San Bernardino Council of Governments (SBCOG) recognize their responsibility to direct the investment of funds under their care. This policy is designed to meet the specific needs of SBCTA and SBCOG while ensuring the safety of funds. This revised policy is effective July 1, 2019.

III. INVESTMENT GOALS

The investment of funds by SBCTA and SBCOG shall be guided by the goals of safety, liquidity, diversification, and a reasonable market rate of return.

Safety: Safety of principal is the foremost objective of the investment program. Investments of SBCTA and SBCOG will be undertaken in a manner that seeks to ensure the preservation of capital in the portfolio.

Liquidity: SBCTA's and SBCOG's investment portfolio will remain sufficiently liquid to enable SBCTA and SBCOG to meet all operating requirements and budgeted expenditures, including an additional amount to cover reasonably estimated contingencies.

Diversification: The investment portfolio will be diversified to avoid risk regarding specific security types or individual financial institutions.

Reasonable Market Rate of Return: The investment portfolio will be designed to attain a market average rate of return through economic cycles which is consistent with SBCTA's and SBCOG's primary goals of safety, liquidity and diversification.

IV. PRUDENT INVESTOR STANDARD

SBCTA and SBCOG investments are governed by the prudent investor standard, set forth as follows:

When investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public funds, a trustee shall act with care, skill, prudence and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency that a prudent person acting in a like capacity and familiarity with those matters would use in the investment of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall investment strategy, investments may be acquired as authorized by law.

V. SCOPE

The investment policy applies to all financial assets held by SBCTA and SBCOG, including bond proceeds. Funds specifically exempt from this policy include employee deferred compensation plans, employee pension plans, or assets held in trust by SBCTA and SBCOG with specific investment instructions.

VI. DELEGATION OF AUTHORITY

SBCTA's Board Administrative Code and SBCOG's Bylaws designate the SBCTA Chief Financial Officer (CFO) as Treasurer for each Agency.

Under the direction and oversight of the Chief Financial Officer, and in consultation with SBCTA's and SBCOG's investment adviser, the Chief Financial Officer or designee shall direct the investment of SBCTA and SBCOG combined operating funds, which are not invested in the County Pool or in LAIF ("DIRECT INVESTMENTS") in accordance with this Policy. All officials, staff members and consultants are directly accountable to the SBCTA and SBCOG Boards for investment functions.

VII. CONFLICTS OF INTEREST

All officials, staff members and consultants involved in the investment functions will refrain from personal business activity that could conflict with the execution of the investment function or which could impair their ability to make impartial investment decisions. Officials, staff members, and consultants will disclose to the Executive Director any financial interest with a financial institution or broker that conducts business with SBCTA and SBCOG. Officials, staff members and consultants will further disclose any personal financial positions that could be related to the performance of SBCTA's and SBCOG's portfolio.

VIII. PORTFOLIO MATURITY LIMITS

Investment maturities shall be based on a review of cash flow forecasts. Maturities will be scheduled so as to permit SBCTA and SBCOG to meet all projected obligations.

The maximum maturity of any other investment of operating funds ("direct investments") may not exceed five years unless otherwise noted in Paragraph IX.

Investment of bond proceeds shall be made in consideration of the liquidity needs of the bond fund, and may not exceed five years, except for securities to be held in a defeasance escrow for refunded bonds and bond debt service reserve funds.

Investments in the San Bernardino County Pool and in LAIF are subject to maturity limits and other investment restrictions as imposed by the governing bodies of those agencies.

IX. ALLOWABLE INVESTMENTS FOR SBCTA and SBCOG OPERATING FUNDS

Investment of SBCTA's and SBCOG's funds is governed by the California Government Code, Sections 53600 et seq. and 53635 et seq. Should the Government Code become more restrictive than this policy, the Government Code restrictions shall prevail.

The following investment vehicles are permitted for the investment of operating funds.

- A. Government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest.
- B. Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. No more than 40% of SBCTA's and SBCOG's combined investment portfolio may be invested in the obligations of any one federal agency or United States government-sponsored enterprise.
- C. Obligations of the State of California or any local agency within the state, including bonds payable solely out of revenues from a revenue producing property owned, controlled or operated by the state or any local agency or by a department, board, agency or authority of the state or any local agency. Obligations of the State of California or any California local agency may not represent more than 20%

of SBCTA's and SBCOG's combined portfolio and no more than 10% may be invested in the obligations of any one issuer.

- D. Registered treasury notes or bonds of any of the other 49 United States in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 United States, in addition to California. Obligations of the other 49 states may not represent more than 20% of SBCTA's and SBCOG's combined portfolio and no more than 10% may be invested in the obligations of any one issuer.

- E. Repurchase Agreements used solely as short-term investments not to exceed 30 days.

The following collateral restrictions will be observed: Only U.S. Treasury securities or Federal Agency securities, as described in Paragraph IX. A and B, will be acceptable collateral. All securities underlying Repurchase Agreements must be delivered to SBCTA's custodian bank by book entry, physical delivery, or held by a third party custodial agreement. The total of all collateral for each Repurchase Agreement must equal or exceed, on the basis of market value, 102% of the funds borrowed against those securities. For any Repurchase Agreement with a term of more than one day, the value of the underlying securities must be reviewed on a weekly basis and the value of the underlying securities brought back up to 102% no later than the next business day.

Market value must be calculated each time there is a substitution of collateral.

SBCTA and SBCOG or their trustee shall have a perfected first security interest under the Uniform Commercial Code in all securities subject to the Repurchase Agreement.

SBCTA and SBCOG may enter into Repurchase Agreements only with primary dealers of the Federal Reserve Bank of New York.

SBCTA and SBCOG will have specific written agreements with each firm with which it enters into Repurchase Agreements.

Reverse repurchase agreements will not be allowed.

Repurchase agreements may not represent more than 20% of SBCTA's and SBCOG's combined investment portfolio.

- F. Bankers' Acceptances issued by domestic or foreign banks, which are eligible for purchase by the Federal Reserve System, the short-term paper of which is rated in the highest category by a nationally recognized statistical-rating organization (NRSRO).

Purchases of Bankers' Acceptances may not exceed 180 days maturity or 40% of SBCTA's and SBCOG's combined investment portfolio. No more than 3% of SBCTA and SBCOG's investment portfolio may be invested in the securities of any one non-government issuer regardless of security type.

- G. Commercial paper rated in the highest short-term rating category, as provided by a NRSRO. The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or paragraph (2):

- (1) The entity meets the following criteria: (a) is organized and operating in the United States as a general corporation; (b) has total assets in excess of five hundred million dollars (\$500,000,000); (c) has debt other than commercial paper, if any, that is rated in a rating category of "A" or its equivalent or higher by a NRSRO.
- (2) The entity meets the following criteria: (a) is organized within the United States as a special purpose corporation, trust, or limited liability company; (b) has program-wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond; (c) has commercial paper that is rated "A-1" or higher, or the equivalent, by a NRSRO.

Purchases of eligible commercial paper may not exceed 270 days maturity.

Purchases of commercial paper may not exceed 40% of SBCTA's and SBCOG's combined investment portfolio. No more than 3% of SBCTA's and SBCOG's combined investment portfolio may be invested in the securities on any one non-government issuer regardless of security type.

- H. Medium-term corporate notes issued by corporations organized and operating within the United States or by depository institutions licensed by the U.S. or any state and operating within the U.S. Medium-term corporate notes shall be rated in a rating category "A", or its equivalent or better, by a NRSRO.

Purchase of medium-term corporate notes may not exceed 30% of SBCTA's and SBCOG's combined investment portfolio. No more than 3% of SBCTA's and SBCOG's combined investment portfolio may be invested in the securities of any one non-government issuer regardless of security type.

- I. Negotiable certificates of deposit or deposit notes issued by a nationally or state-chartered bank or a state or federal savings and loan association or by a federally- or state-licensed branch of a foreign bank. Investments under this subdivision shall be rated in a rating category of "A" for long-term, "A-1" for short-term, their equivalent or better by a NRSRO.

Purchase of negotiable certificates of deposit may not exceed 30% of SBCTA's and SBCOG's combined investment portfolio. No more than 3% of SBCTA's and SBCOG's combined investment portfolio may be invested in the securities of any one non-government issuer regardless of security type.

- J. State of California's Local Agency Investment Fund (LAIF)

Investment in LAIF may not exceed 60% of SBCTA's and SBCOG's combined operating funds or up to the maximum amount permitted by the State Treasurer, whichever is less.

- K. California Asset Management Program (CAMP) ~~'s money market pool, which is rated AAAm.~~
~~Investment in CAMP may be up to the maximum amount permitted by the State. Shares of beneficial interest issued by a joint powers authority organized pursuant to Government Code Section 6509.7. To be eligible under California Government Code Section 53601 (p): the joint powers authority (CAMP), issuing the shares shall have retained an investment adviser that meets all of the following criteria:~~

(1) The adviser is registered or exempt from registration with the Securities and Exchange Commission.

(2) The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q), inclusive.

(3) The adviser has assets under management in excess of five hundred million dollars (\$500,000,000).

- L. San Bernardino County Investment Pool.

- M. Insured savings accounts.

- N. Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, et seq.). To be eligible for investment pursuant to this subdivision, these companies shall either: (1) have attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs, or (2) have an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five years experience managing money market mutual funds and with assets under management in excess of \$500,000,000.

The purchase price of shares of beneficial interest purchased shall not include any commission that the companies may charge and shall not exceed 20% of SBCTA's and SBCOG's combined investment portfolio. Further, no more than 10% of SBCTA's and SBCOG's combined investment portfolio may be invested in shares of beneficial interest of any one money market fund.

- O.

- (1) Bonds issued by SBCTA, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by SBCTA or by a department, board, agency, or authority of SBCTA, provided the SBCTA Board first specifically approves investing in such bonds.
- (2) Bonds, notes, warrants, or other evidences of indebtedness of a local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the

local agency, provided the SBCTA Board first specifically approves of SBCTA investing in such bonds, notes, warrants or other evidences of indebtedness of SBCTA.

- P. United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), or Inter-American Development Bank (IADB), with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated "AAA" or its equivalent by a NRSRO and may not exceed 30% of SBCTA's and SBCOG's combined investment portfolio.
- Q. A mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond of a maximum of five years' maturity. Securities eligible for investment under this subdivision shall be rated "AAA" or its equivalent by a NRSRO and may not exceed 20% of SBCTA's and SBCOG's combined investment portfolio. No more than 3% of SBCTA's and SBCOG's combined investment portfolio may be invested in the securities of any one non-government issuer regardless of security type.

For purposes of determining compliance with this policy, where this section specifies a percentage limitation for a particular category of investment, that percentage is applied on the date of purchase. Credit criteria listed in this section refers to the credit of the issuing organization at the time the security is purchased.

X. ADDITIONAL ALLOWABLE INVESTMENTS FOR BOND PROCEEDS

- A. Investment agreement with an AA rated bank or collateralized investment agreement with an A rated bank or an investment acceptable to a bond insurance company and approved specifically by the SBCTA and SBCOG Board.
- B. Debt service reserve funds and debt service funds may be invested longer than five years as long as they are permitted by state law and investments are readily available for bond payments and other bond purposes (refundings, defeasance, etc.).
- C. U.S. Treasury Securities and State and Local Government Securities having a maturity longer than five years are permitted for escrowed defeasances.
- D. Forward purchase agreements, forward delivery agreements and debt service reserve agreements approved specifically by the SBCTA and SBCOG Board.
- E. Other investments as permitted by bond indentures.

XI. PROHIBITED INVESTMENT TRANSACTIONS

Any investment not specifically allowed by this policy is prohibited.

XII. INVESTMENT IN "DERIVATIVE" SECURITIES

Direct investment in derivative securities is prohibited. A "derivative security" is any investment the value of which is derived from an underlying security, commodity or index. For purposes of this policy, a derivative is any security that has principal and/or interest payments which are subject to significant uncertainty as to timing, and/or amount.

It is understood that the County Pool and LAIF may invest in certain derivative securities.

XIII. LEVERAGING

All forms of portfolio leverage, including, but not limited to, securities lending programs, reverse repurchase agreements, and margin accounts, are prohibited.

XIV. SAFEKEEPING OF SECURITIES

SBCTA shall enter into an agreement with a bank trust department to serve as the safekeeping agent for all deliverable investments. The safekeeping agent shall hold all investments in an account for the sole benefit of SBCTA and SBCOG. All deliverable investments shall be delivered by the broker to SBCTA's and SBCOG's combined safekeeping account on a delivery versus payment basis.

XV. COMPETITIVE BIDDING OF INVESTMENTS

The investment procedures require that approved broker/dealers compete for direct investment purchases and sales to ensure that all investment transactions are free from favoritism. The CFO in conjunction with SBCTA's and SBCOG's investment advisor shall determine the best execution price for SBCTA and SBCOG, and act accordingly.

XVI. BROKER/DEALERS

A. If a third party investment advisor is authorized to conduct investment transactions on SBCTA's and SBCOG's behalf, the investment advisor may use their own list of approved issuers, broker/dealers and financial institutions for investment purposes. The investment advisor's approved list must be made available to SBCTA and SBCOG upon request.

B. For any investment transactions conducted by the Treasurer on behalf of SBCTA and SBCOG, and not conducted directly with the issuer, the Treasurer shall comply with the following requirements:

C. Transactions initiated by SBCTA and SBCOG shall be executed through government securities dealers reporting as primary dealers to the New York Federal Reserve Bank of New York or direct issuers (defined as corporations that issue their own securities) and through secondary dealers who have received prior approval to do business with SBCTA and SBCOG.

D. Primary dealers wishing to do business with SBCTA and SBCOG must meet the following criteria:

1. The primary dealer representative must have demonstrated experience providing investment services to public agencies in California.
2. The primary dealer representative must provide SBCTA and SBCOG with a minimum of three references of finance officials from public agencies in California.

E. Secondary dealers must complete a broker/dealer application provided by SBCTA and SBCOG, and must meet the following criteria to the satisfaction of SBCTA's Chief Financial Officer:

1. The broker/dealer must qualify under SEC Rule 15C3-1 (uniform net capital rule).
2. The broker/dealer and the broker/dealer representative must be properly registered with the appropriate state and federal regulatory bodies.
3. The broker/dealer should be a market maker and have a strong market presence in one or more product areas that are pertinent to SBCTA's and SBCOG's investment goals.
4. The broker/dealer and its representative should be well established in the business and have an acceptable track record.

F. Each broker/dealer will be sent a copy of this Policy, a broker/dealer application, and a list of persons authorized to execute transactions on SBCTA's and SBCOG's behalf. In order to be considered for investment business opportunities with SBCTA and SBCOG, each firm must acknowledge receipt of such materials.

XVII. REPORTING

A. Quarterly Report

The CFO will provide a quarterly report to the General Policy Committee and to the Board of Directors providing the following information:

1. Breakout of all securities, investments and moneys held by SBCTA and SBCOG by investment type, issuer, date of maturity, par, dollar amount and percent of portfolio invested in each.

2. A description of all SBCTA's and SBCOG's funds, investments or programs that are under the management of any outside party that is not a local agency. This report must also include market valuation of the portfolio and the source of the valuation.
3. A statement of compliance with investment policy and a statement denoting the ability of SBCTA and SBCOG to meet all expenditures for the next six months.

B. Monthly Report

The CFO will provide a monthly list of investment transactions to the Board of Directors as required by the California Government Code §53607 when investment authority has been delegated by the Board.

XVIII. SUBMISSION OF INVESTMENT POLICY

SBCTA's CFO shall render a statement of investment policy to the Board of Directors of SBCTA and SBCOG as required by the California Government Code. If changes are proposed, the Board shall consider the policy, and proposed changes, in a public meeting.

XIX. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	10/02/96
1	20100: Added paragraph starting with "It shall be SANBAG's long term objective . . .".	09/03/97
2	No changes.	12/02/98
3	20100.10: Changed percentage of operating funds amount to 20%. 20100.10: Changed percentage of San Bernardino portfolio to 20%.	11/03/99
4	No changes. Re-approved by the Board of Directors.	11/01/00
5	Added Para. 20100.16 Qualifications of Broker/Dealers; re-sequenced existing paragraphs. 20100.16, 20100.17, 20100.18, 20100.19, 20100.20, and 20100.21 to 20100.17, 20100.18, 20100.19, 20100.20, and 20100.22. Revised Par. 20100.10: Revised "...not to exceed 20% of SANBAG's operating funds..." to "...not to exceed 30% of SANBAG's operating funds...", and "Portion of Portfolio: 20% maximum" to "Portion of Portfolio: 30% maximum".	11/07/01
6	Changed paragraph numbering style from 20100.1, 20100.2, 20100.3 etc. to I, II, III, etc. Par. IX: Changed "one year" to "two years". Par. X.4: Changed "1 year maximum" to "2 year maximum". Par. X.5: Changed "1 year maximum" to "2 year maximum". Par. X.6: Changed "180 days maximum" to "270 day maximum".	11/06/02
7	No changes. Re-approved by the Board of Directors	11/05/03
8	No changes. Re-approved by the Board of Directors	01/05/05
9	No changes. Re-approved by the Board of Directors	11/02/05
10	Paragraphs on DEFINITIONS, ANNUAL MANAGEMENT REVIEW AND AUDIT, AND SEGREGATED INVESTMENT, and EXECUTION AND RECORD KEEPING: Deleted. Paragraphs III, IV, IX, and XVII: Minor revisions. Paragraphs VIII, IX, and XVI: Major revisions.	07/05/06
11	Par. IX.J: Removed limitation.	09/13/06
12	No changes. Re-approved by the Board of Directors	01/09/08
13	Par. VI: Delete "In addition, the CFO, under the direction and oversight of the Executive Director, and consultation with SANBAG's investment advisor, shall review the alternatives for the investment of bond proceeds, and shall recommend such investments to the SANBAG Board for approval". The investment of bond proceeds is identified under par. X. and will be authorized by bond covenant. Par. IX: Add (C) Obligations of the State of California or any local agency within the state and (D) Registered treasury notes or bonds of other states in addition to California to diversify the number of sectors and issuers; revise (C) to be (E) and add "held" before "by a third party custodial agreement". Also add "Repurchase agreements may not represent more than 20% of SANBAG's investment portfolio", to limit the amount to be invested in repurchase agreements; delete "(G) "provided that the issuing corporation is organized and operating within the United States, has total assets in excess of \$500 million and has an "A" or higher rating for its long-term debt, if any, as provided by a nationally recognized statistical rating organization." This is also stated in paragraphs (G) (1) and (2); increase (J) from \$40 million to \$50 million limitation	09/01/10

Revision No.	Revisions	Adopted
	on LAIF investment per State Treasurer's Office authorization to increase the dollar amount for investment. Par. X: Change (A) For CAMP, rating from AAA to AAAm and average maturity from one year to 60 days or less. This is to improve safety and liquidity. Par. XV: Add "in conjunction with SANBAG's investment advisor" for clarification purposes.	
14	Par. VIII: Changed four years to five years and added "unless otherwise noted in Par. IX. Par. IX.B: Changed 10% to 40%. Par. IX.F: Changed 20% to 40% and changed "No more than 5% of SANBAG's investment portfolio may be invested in the Bankers' Acceptances of any one commercial bank." to "No more than 3% of SANBAG's investment portfolio may be invested in the securities of any one non-government issuer regardless of security type." Par. IX.G: Changed "No more than 5% of SANBAG's investment portfolio may be invested in commercial paper of one issuer." to "No more than 3% of SANBAG's investment portfolio may be invested in the securities on any one non-government issuer regardless of security type." Par. IX.H: Changed 20% to 30 and changed "No more than 5% of SANBAG's investment portfolio may be invested in a medium-term note of any one corporation." to "No more than 3% of SANBAG's investment portfolio may be invested in the securities of any one non-government issuer regardless of security type." Par. IX.I: Changed 20% to 30% and added "No more than 3% of SANBAG's investment portfolio may be invested in the securities of any one non-government issuer regardless of security type." Par. XVII: Removed 'QUARTERLY' from title, renumbered paragraphs, and added "B. Monthly Report. The CFO will provide a monthly list of investment transactions to the Board of Directors as required by the California Government Code 53607 when investment authority has been delegated by the Board.	07/06/11
15	Par. IX.H: Changed rating of "AA" to "A". Par. IX.I: Changed "... by a state-licensed branch ..." to "... by a federally or state-licensed branch ..." and changed "... rated AA ..." to "... rated A or its equivalent ...". Re-approved by the Board of Directors.	08/01/12
16	No changes. Re-approved by the Board of Directors on 9/4/13, Agenda Item 5.	09/04/13
17	Re-approved by the Board of Directors on 7/2/14, Agenda Item 4. Updated Par. VI to mirror bylaws that designate the CFO as Treasurer.	07/02/14
18	Re-approved by the Board of Directors on 9/2/15, Agenda Item 6. Updated Par. IX – Allowable Investments for SANBAG Operating Funds, including modifications to subparagraph I, and adding subparagraphs N and O.	09/02/15
19	BOD approved on 11/05/15, Agenda Item 3. Updated Par. IX section N permitting investment in certain obligations issued by SANBAG entities.	11/04/15
20	BOD approved on 9/07/16, Agenda Item 8. Updated Par. IX – Allowable Investments for SANBAG Operating Funds, modifying subparagraph J and to Par. XVIII – Annual Submission of Investment Policy.	09/07/16
21	BOD approved on 3/01/17, Agenda Item 6. Updated entity name from SANBAG to SBCTA, Par. IX section K allowing investment in CAMP, Par. VI – designate the CFO as Treasurer of SBCTA & SBCOG with one year authority to invest or reinvest SBCTA and SBCOG funds.	03/01/17
22	BOD approved on 6/6/18, Agenda Item 4. Minor modifications for clarification purposes to Paragraphs IX (sections F, G, H, I, N, P, and Q).	06/06/18
23	BOD approved on 6/05/19, Agenda Item 24. Minor modification to paragraphs VI and IX, K..	06/05/19
24	BOD approved on 05/06/20 agenda item 5.	05/06/20
25	BOD approved on 5/5/21 agenda item 6. Amend Section IX, G to comply with SB998 allowing to invest in commercial paper up to 40% and eliminate 10% limit on any one issuer.	05/05/21
26	BOD approved on 5/4/22 Agenda Item 4. No Changes	05/04/22
26 27	BOD approved on 5/3/23 Agenda Item XX. No changes. Amend Section IX.K modified to include California Asset Management Program (CAMP)'s term investments.	05/04 03/2223

San Bernardino County Transportation Authority	Policy	20100
Adopted by the Board of Directors October 2, 1996	Revised	05/03/23
Investment Policy	Revision No.	27

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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I. PURPOSE

The purpose of this policy is to provide guidelines for the investment of funds based upon prudent cash management practices and in conformity with all applicable statutes.

II. POLICY

The Board of Directors of the San Bernardino County Transportation Agency (SBCTA) and of the San Bernardino Council of Governments (SBCOG) recognize their responsibility to direct the investment of funds under their care. This policy is designed to meet the specific needs of SBCTA and SBCOG while ensuring the safety of funds. This revised policy is effective July 1, 2019.

III. INVESTMENT GOALS

The investment of funds by SBCTA and SBCOG shall be guided by the goals of safety, liquidity, diversification, and a reasonable market rate of return.

Safety: Safety of principal is the foremost objective of the investment program. Investments of SBCTA and SBCOG will be undertaken in a manner that seeks to ensure the preservation of capital in the portfolio.

Liquidity: SBCTA's and SBCOG's investment portfolio will remain sufficiently liquid to enable SBCTA and SBCOG to meet all operating requirements and budgeted expenditures, including an additional amount to cover reasonably estimated contingencies.

Diversification: The investment portfolio will be diversified to avoid risk regarding specific security types or individual financial institutions.

Reasonable Market Rate of Return: The investment portfolio will be designed to attain a market average rate of return through economic cycles which is consistent with SBCTA's and SBCOG's primary goals of safety, liquidity and diversification.

IV. PRUDENT INVESTOR STANDARD

SBCTA and SBCOG investments are governed by the prudent investor standard, set forth as follows:

When investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public funds, a trustee shall act with care, skill, prudence and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency that a prudent person acting in a like capacity and familiarity with those matters would use in the investment of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall investment strategy, investments may be acquired as authorized by law.

V. SCOPE

The investment policy applies to all financial assets held by SBCTA and SBCOG, including bond proceeds. Funds specifically exempt from this policy include employee deferred compensation plans, employee pension plans, or assets held in trust by SBCTA and SBCOG with specific investment instructions.

VI. DELEGATION OF AUTHORITY

SBCTA's Board Administrative Code and SBCOG's Bylaws designate the SBCTA Chief Financial Officer (CFO) as Treasurer for each Agency.

Under the direction and oversight of the Chief Financial Officer, and in consultation with SBCTA's and SBCOG's investment adviser, the Chief Financial Officer or designee shall direct the investment of SBCTA and SBCOG combined operating funds, which are not invested in the County Pool or in LAIF ("DIRECT INVESTMENTS") in accordance with this Policy. All officials, staff members and consultants are directly accountable to the SBCTA and SBCOG Boards for investment functions.

VII. CONFLICTS OF INTEREST

All officials, staff members and consultants involved in the investment functions will refrain from personal business activity that could conflict with the execution of the investment function or which could impair their ability to make impartial investment decisions. Officials, staff members, and consultants will disclose to the Executive Director any financial interest with a financial institution or broker that conducts business with SBCTA and SBCOG. Officials, staff members and consultants will further disclose any personal financial positions that could be related to the performance of SBCTA's and SBCOG's portfolio.

VIII. PORTFOLIO MATURITY LIMITS

Investment maturities shall be based on a review of cash flow forecasts. Maturities will be scheduled so as to permit SBCTA and SBCOG to meet all projected obligations.

The maximum maturity of any other investment of operating funds ("direct investments") may not exceed five years unless otherwise noted in Paragraph IX.

Investment of bond proceeds shall be made in consideration of the liquidity needs of the bond fund, and may not exceed five years, except for securities to be held in a defeasance escrow for refunded bonds and bond debt service reserve funds.

Investments in the San Bernardino County Pool and in LAIF are subject to maturity limits and other investment restrictions as imposed by the governing bodies of those agencies.

IX. ALLOWABLE INVESTMENTS FOR SBCTA and SBCOG OPERATING FUNDS

Investment of SBCTA's and SBCOG's funds is governed by the California Government Code, Sections 53600 et seq. and 53635 et seq. Should the Government Code become more restrictive than this policy, the Government Code restrictions shall prevail.

The following investment vehicles are permitted for the investment of operating funds.

- A. Government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest.
- B. Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. No more than 40% of SBCTA's and SBCOG's combined investment portfolio may be invested in the obligations of any one federal agency or United States government-sponsored enterprise.
- C. Obligations of the State of California or any local agency within the state, including bonds payable solely out of revenues from a revenue producing property owned, controlled or operated by the state or any local agency or by a department, board, agency or authority of the state or any local agency. Obligations of the State of California or any California local agency may not represent more than 20%

of SBCTA's and SBCOG's combined portfolio and no more than 10% may be invested in the obligations of any one issuer.

- D. Registered treasury notes or bonds of any of the other 49 United States in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 United States, in addition to California. Obligations of the other 49 states may not represent more than 20% of SBCTA's and SBCOG's combined portfolio and no more than 10% may be invested in the obligations of any one issuer.

- E. Repurchase Agreements used solely as short-term investments not to exceed 30 days.

The following collateral restrictions will be observed: Only U.S. Treasury securities or Federal Agency securities, as described in Paragraph IX. A and B, will be acceptable collateral. All securities underlying Repurchase Agreements must be delivered to SBCTA's custodian bank by book entry, physical delivery, or held by a third party custodial agreement. The total of all collateral for each Repurchase Agreement must equal or exceed, on the basis of market value, 102% of the funds borrowed against those securities. For any Repurchase Agreement with a term of more than one day, the value of the underlying securities must be reviewed on a weekly basis and the value of the underlying securities brought back up to 102% no later than the next business day.

Market value must be calculated each time there is a substitution of collateral.

SBCTA and SBCOG or their trustee shall have a perfected first security interest under the Uniform Commercial Code in all securities subject to the Repurchase Agreement.

SBCTA and SBCOG may enter into Repurchase Agreements only with primary dealers of the Federal Reserve Bank of New York.

SBCTA and SBCOG will have specific written agreements with each firm with which it enters into Repurchase Agreements.

Reverse repurchase agreements will not be allowed.

Repurchase agreements may not represent more than 20% of SBCTA's and SBCOG's combined investment portfolio.

- F. Bankers' Acceptances issued by domestic or foreign banks, which are eligible for purchase by the Federal Reserve System, the short-term paper of which is rated in the highest category by a nationally recognized statistical-rating organization (NRSRO).

Purchases of Bankers' Acceptances may not exceed 180 days maturity or 40% of SBCTA's and SBCOG's combined investment portfolio. No more than 3% of SBCTA and SBCOG's investment portfolio may be invested in the securities of any one non-government issuer regardless of security type.

- G. Commercial paper rated in the highest short-term rating category, as provided by a NRSRO. The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or paragraph (2):

- (1) The entity meets the following criteria: (a) is organized and operating in the United States as a general corporation; (b) has total assets in excess of five hundred million dollars (\$500,000,000); (c) has debt other than commercial paper, if any, that is rated in a rating category of "A" or its equivalent or higher by a NRSRO.
- (2) The entity meets the following criteria: (a) is organized within the United States as a special purpose corporation, trust, or limited liability company; (b) has program-wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond; (c) has commercial paper that is rated "A-1" or higher, or the equivalent, by a NRSRO.

Purchases of eligible commercial paper may not exceed 270 days maturity.

Purchases of commercial paper may not exceed 40% of SBCTA's and SBCOG's combined investment portfolio. No more than 3% of SBCTA's and SBCOG's combined investment portfolio may be invested in the securities on any one non-government issuer regardless of security type.

- H. Medium-term corporate notes issued by corporations organized and operating within the United States or by depository institutions licensed by the U.S. or any state and operating within the U.S. Medium-term corporate notes shall be rated in a rating category "A", or its equivalent or better, by a NRSRO.

Purchase of medium-term corporate notes may not exceed 30% of SBCTA's and SBCOG's combined investment portfolio. No more than 3% of SBCTA's and SBCOG's combined investment portfolio may be invested in the securities of any one non-government issuer regardless of security type.

- I. Negotiable certificates of deposit or deposit notes issued by a nationally or state-chartered bank or a state or federal savings and loan association or by a federally- or state-licensed branch of a foreign bank. Investments under this subdivision shall be rated in a rating category of "A" for long-term, "A-1" for short-term, their equivalent or better by a NRSRO.

Purchase of negotiable certificates of deposit may not exceed 30% of SBCTA's and SBCOG's combined investment portfolio. No more than 3% of SBCTA's and SBCOG's combined investment portfolio may be invested in the securities of any one non-government issuer regardless of security type.

- J. State of California's Local Agency Investment Fund (LAIF)

Investment in LAIF may not exceed 60% of SBCTA's and SBCOG's combined operating funds or up to the maximum amount permitted by the State Treasurer, whichever is less.

- K. California Asset Management Program (CAMP) Shares of beneficial interest issued by a joint powers authority organized pursuant to Government Code Section 6509.7. To be eligible under California Government Code Section 53601 (p): the joint powers authority (CAMP), issuing the shares shall have retained an investment adviser that meets all of the following criteria:

- (1) The adviser is registered or exempt from registration with the Securities and Exchange Commission.
- (2) The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q), inclusive.
- (3) The adviser has assets under management in excess of five hundred million dollars (\$500,000,000).

- L. San Bernardino County Investment Pool.

- M. Insured savings accounts.

- N. Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, et seq.). To be eligible for investment pursuant to this subdivision, these companies shall either: (1) have attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs, or (2) have an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five years experience managing money market mutual funds and with assets under management in excess of \$500,000,000.

The purchase price of shares of beneficial interest purchased shall not include any commission that the companies may charge and shall not exceed 20% of SBCTA's and SBCOG's combined investment portfolio. Further, no more than 10% of SBCTA's and SBCOG's combined investment portfolio may be invested in shares of beneficial interest of any one money market fund.

- O.

- (1) Bonds issued by SBCTA, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by SBCTA or by a department, board, agency, or authority of SBCTA, provided the SBCTA Board first specifically approves investing in such bonds.
- (2) Bonds, notes, warrants, or other evidences of indebtedness of a local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency, provided the SBCTA Board first specifically approves of SBCTA investing in such bonds, notes, warrants or other evidences of indebtedness of SBCTA.

- P. United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), or Inter-American Development Bank (IADB), with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated "AAA" or its equivalent by a NRSRO and may not exceed 30% of SBCTA's and SBCOG's combined investment portfolio.
- Q. A mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond of a maximum of five years' maturity. Securities eligible for investment under this subdivision shall be rated "AAA" or its equivalent by a NRSRO and may not exceed 20% of SBCTA's and SBCOG's combined investment portfolio. No more than 3% of SBCTA's and SBCOG's combined investment portfolio may be invested in the securities of any one non-government issuer regardless of security type.

For purposes of determining compliance with this policy, where this section specifies a percentage limitation for a particular category of investment, that percentage is applied on the date of purchase. Credit criteria listed in this section refers to the credit of the issuing organization at the time the security is purchased.

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- A. Investment agreement with an AA rated bank or collateralized investment agreement with an A rated bank or an investment acceptable to a bond insurance company and approved specifically by the SBCTA and SBCOG Board.
- B. Debt service reserve funds and debt service funds may be invested longer than five years as long as they are permitted by state law and investments are readily available for bond payments and other bond purposes (refundings, defeasance, etc.).
- C. U.S. Treasury Securities and State and Local Government Securities having a maturity longer than five years are permitted for escrowed defeasances.
- D. Forward purchase agreements, forward delivery agreements and debt service reserve agreements approved specifically by the SBCTA and SBCOG Board.
- E. Other investments as permitted by bond indentures.

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Any investment not specifically allowed by this policy is prohibited.

XII. INVESTMENT IN "DERIVATIVE" SECURITIES

Direct investment in derivative securities is prohibited. A "derivative security" is any investment the value of which is derived from an underlying security, commodity or index. For purposes of this policy, a derivative is any security that has principal and/or interest payments which are subject to significant uncertainty as to timing, and/or amount.

It is understood that the County Pool and LAIF may invest in certain derivative securities.

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All forms of portfolio leverage, including, but not limited to, securities lending programs, reverse repurchase agreements, and margin accounts, are prohibited.

XIV. SAFEKEEPING OF SECURITIES

SBCTA shall enter into an agreement with a bank trust department to serve as the safekeeping agent for all deliverable investments. The safekeeping agent shall hold all investments in an account for the sole

benefit of SBCTA and SBCOG. All deliverable investments shall be delivered by the broker to SBCTA's and SBCOG's combined safekeeping account on a delivery versus payment basis.

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XVI. BROKER/DEALERS

A. If a third party investment advisor is authorized to conduct investment transactions on SBCTA's and SBCOG's behalf, the investment advisor may use their own list of approved issuers, broker/dealers and financial institutions for investment purposes. The investment advisor's approved list must be made available to SBCTA and SBCOG upon request.

B. For any investment transactions conducted by the Treasurer on behalf of SBCTA and SBCOG, and not conducted directly with the issuer, the Treasurer shall comply with the following requirements:

C. Transactions initiated by SBCTA and SBCOG shall be executed through government securities dealers reporting as primary dealers to the New York Federal Reserve Bank of New York or direct issuers (defined as corporations that issue their own securities) and through secondary dealers who have received prior approval to do business with SBCTA and SBCOG.

D. Primary dealers wishing to do business with SBCTA and SBCOG must meet the following criteria:

1. The primary dealer representative must have demonstrated experience providing investment services to public agencies in California.
2. The primary dealer representative must provide SBCTA and SBCOG with a minimum of three references of finance officials from public agencies in California.

E. Secondary dealers must complete a broker/dealer application provided by SBCTA and SBCOG, and must meet the following criteria to the satisfaction of SBCTA's Chief Financial Officer:

1. The broker/dealer must qualify under SEC Rule 15C3-1 (uniform net capital rule).
2. The broker/dealer and the broker/dealer representative must be properly registered with the appropriate state and federal regulatory bodies.
3. The broker/dealer should be a market maker and have a strong market presence in one or more product areas that are pertinent to SBCTA's and SBCOG's investment goals.
4. The broker/dealer and its representative should be well established in the business and have an acceptable track record.

F. Each broker/dealer will be sent a copy of this Policy, a broker/dealer application, and a list of persons authorized to execute transactions on SBCTA's and SBCOG's behalf. In order to be considered for investment business opportunities with SBCTA and SBCOG, each firm must acknowledge receipt of such materials.

XVII. REPORTING

A. Quarterly Report

The CFO will provide a quarterly report to the General Policy Committee and to the Board of Directors providing the following information:

1. Breakout of all securities, investments and moneys held by SBCTA and SBCOG by investment type, issuer, date of maturity, par, dollar amount and percent of portfolio invested in each.
2. A description of all SBCTA's and SBCOG's funds, investments or programs that are under the management of any outside party that is not a local agency. This report must also include market valuation of the portfolio and the source of the valuation.

3. A statement of compliance with investment policy and a statement denoting the ability of SBCTA and SBCOG to meet all expenditures for the next six months.

B. Monthly Report

The CFO will provide a monthly list of investment transactions to the Board of Directors as required by the California Government Code §53607 when investment authority has been delegated by the Board.

XVIII. SUBMISSION OF INVESTMENT POLICY

SBCTA's CFO shall render a statement of investment policy to the Board of Directors of SBCTA and SBCOG as required by the California Government Code. If changes are proposed, the Board shall consider the policy, and proposed changes, in a public meeting.

XIX. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	10/02/96
1	20100: Added paragraph starting with "It shall be SANBAG's long term objective . . .".	09/03/97
2	No changes.	12/02/98
3	20100.10: Changed percentage of operating funds amount to 20%. 20100.10: Changed percentage of San Bernardino portfolio to 20%.	11/03/99
4	No changes. Re-approved by the Board of Directors.	11/01/00
5	Added Para. 20100.16 Qualifications of Broker/Dealers; re-sequenced existing paragraphs. 20100.16, 20100.17, 20100.18, 20100.19, 20100.20, and 20100.21 to 20100.17, 20100.18, 20100.19, 20100.20, and 20100.22. Revised Par. 20100.10: Revised "...not to exceed 20% of SANBAG's operating funds..." to "...not to exceed 30% of SANBAG's operating funds...", and "Portion of Portfolio: 20% maximum" to "Portion of Portfolio: 30% maximum".	11/07/01
6	Changed paragraph numbering style from 20100.1, 20100.2, 20100.3 etc. to I, II, III, etc. Par. IX: Changed "one year" to "two years". Par. X.4: Changed "1 year maximum" to "2 year maximum". Par. X.5: Changed "1 year maximum" to "2 year maximum". Par. X.6: Changed "180 days maximum" to "270 day maximum".	11/06/02
7	No changes. Re-approved by the Board of Directors	11/05/03
8	No changes. Re-approved by the Board of Directors	01/05/05
9	No changes. Re-approved by the Board of Directors	11/02/05
10	Paragraphs on DEFINITIONS, ANNUAL MANAGEMENT REVIEW AND AUDIT, AND SEGREGATED INVESTMENT, and EXECUTION AND RECORD KEEPING: Deleted. Paragraphs III, IV, IX, and XVII: Minor revisions. Paragraphs VIII, IX, and XVI: Major revisions.	07/05/06
11	Par. IX.J: Removed limitation.	09/13/06
12	No changes. Re-approved by the Board of Directors	01/09/08
13	Par. VI: Delete "In addition, the CFO, under the direction and oversight of the Executive Director, and consultation with SANBAG's investment advisor, shall review the alternatives for the investment of bond proceeds, and shall recommend such investments to the SANBAG Board for approval". The investment of bond proceeds is identified under par. X. and will be authorized by bond covenant. Par. IX: Add (C) Obligations of the State of California or any local agency within the state and (D) Registered treasury notes or bonds of other states in addition to California to diversify the number of sectors and issuers; revise (C) to be (E) and add "held" before "by a third party custodial agreement". Also add "Repurchase agreements may not represent more than 20% of SANBAG's investment portfolio", to limit the amount to be invested in repurchase agreements; delete "(G) 'provided that the issuing corporation is organized and operating within the United States, has total assets in excess of \$500 million and has an 'A' or higher rating for its long-term debt, if any, as provided by a nationally recognized statistical rating organization.'" This is also stated in paragraphs (G) (1) and (2); increase (J) from \$40 million to \$50 million limitation on LAIF investment per State Treasurer's Office authorization to increase the dollar amount for investment. Par. X: Change (A) For CAMP, rating from AAA to AAAM and average maturity from one year to 60 days or less. This is to improve safety and liquidity.	09/01/10

Revision No.	Revisions	Adopted
	Par. XV: Add "in conjunction with SANBAG's investment advisor" for clarification purposes.	
14	<p>Par. VIII: Changed four years to five years and added "unless otherwise noted in Par. IX.</p> <p>Par. IX.B: Changed 10% to 40%.</p> <p>Par. IX.F: Changed 20% to 40% and changed "No more than 5% of SANBAG's investment portfolio may be invested in the Bankers' Acceptances of any one commercial bank." to "No more than 3% of SANBAG's investment portfolio may be invested in the securities of any one non-government issuer regardless of security type."</p> <p>Par. IX.G: Changed "No more than 5% of SANBAG's investment portfolio may be invested in commercial paper of one issuer." to "No more than 3% of SANBAG's investment portfolio may be invested in the securities on any one non-government issuer regardless of security type."</p> <p>Par. IX.H: Changed 20% to 30 and changed "No more than 5% of SANBAG's investment portfolio may be invested in a medium-term note of any one corporation." to "No more than 3% of SANBAG's investment portfolio may be invested in the securities of any one non-government issuer regardless of security type."</p> <p>Par. IX.I: Changed 20% to 30% and added "No more than 3% of SANBAG's investment portfolio may be invested in the securities of any one non-government issuer regardless of security type."</p> <p>Par. XVII: Removed 'QUARTERLY' from title, renumbered paragraphs, and added "B. Monthly Report. The CFO will provide a monthly list of investment transactions to the Board of Directors as required by the California Government Code 53607 when investment authority has been delegated by the Board.</p>	07/06/11
15	<p>Par. IX.H: Changed rating of "AA" to "A".</p> <p>Par. IX.I: Changed "... by a state-licensed branch ..." to "... by a federally or state-licensed branch ..." and changed "... rated AA ..." to "... rated A or its equivalent ...".</p> <p>Re-approved by the Board of Directors.</p>	08/01/12
16	No changes. Re-approved by the Board of Directors on 9/4/13, Agenda Item 5.	09/04/13
17	Re-approved by the Board of Directors on 7/2/14, Agenda Item 4. Updated Par. VI to mirror bylaws that designate the CFO as Treasurer.	07/02/14
18	Re-approved by the Board of Directors on 9/2/15, Agenda Item 6. Updated Par. IX – Allowable Investments for SANBAG Operating Funds, including modifications to subparagraph I, and adding subparagraphs N and O.	09/02/15
19	BOD approved on 11/05/15, Agenda Item 3. Updated Par. IX section N permitting investment in certain obligations issued by SANBAG entities.	11/04/15
20	BOD approved on 9/07/16, Agenda Item 8. Updated Par. IX – Allowable Investments for SANBAG Operating Funds, modifying subparagraph J and to Par. XVIII – Annual Submission of Investment Policy.	09/07/16
21	BOD approved on 3/01/17, Agenda Item 6. Updated entity name from SANBAG to SBCTA, Par. IX section K allowing investment in CAMP, Par. VI – designate the CFO as Treasurer of SBCTA & SBCOG with one year authority to invest or reinvest SBCTA and SBCOG funds.	03/01/17
22	BOD approved on 6/6/18, Agenda Item 4. Minor modifications for clarification purposes to Paragraphs IX (sections F, G, H, I, N, P, and Q).	06/06/18
23	BOD approved on 6/05/19, Agenda Item 24. Minor modification to paragraphs VI and IX, K..	06/05/19
24	BOD approved on 05/06/20 agenda item 5.	05/06/20
25	BOD approved on 5/5/21 agenda item 6. Amend Section IX, G to comply with SB998 allowing to invest in commercial paper up to 40% and eliminate 10% limit on any one issuer.	05/05/21
26	BOD approved on 5/4/22 Agenda Item 4. No Changes	05/04/22
27	BOD approved on 5/3/23 Agenda Item XX. Amend Section IX.K modified to include California Asset Management Program (CAMP)'s term investments.	05/03/23

Minute Action

AGENDA ITEM: 7

Date: May 3, 2023

Subject:

Board Member Vacancies on Southern California Association of Governments Policy Committee

Recommendation:

Note the upcoming vacancies for two (2) members to serve on the Southern California Association of Governments (SCAG) Energy and Environment Committee for a term expiring December 31, 2023.

Background:

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

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

After the May 4, 2023 SCAG General Assembly, new District Representatives will take office. Two of our current SBCTA Subregional Appointees will become District Representatives, leaving a vacancy for two members of the Board to serve on the SCAG Energy and Environment Policy Committee. Board policy states that appointees to SCAG Committees must be Board Members. However, should there not be a Primary Board Member able to serve, an Alternate Board Member may be appointed. Per Policy No. 10001, the SBCTA President is authorized to make appointments to SCAG Committees. SCAG Committees meet the first Thursday of each month. Subregional appointees receive a stipend of \$120 for up to four Policy or Task Force meetings per month paid by SCAG.

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

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

Board of Directors Agenda Item
May 3, 2023
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Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Marleana Roman, Clerk of the Board

Approved
Board of Directors
Date: May 3, 2023

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 8

Date: May 3, 2023

Subject:

Construction Contract Change Orders to On-Going Construction Contracts

Recommendation:

Receive and file Change Order Report.

Background:

San Bernardino County Transportation Authority (SBCTA) Department of Project Delivery has thirteen (13) on-going construction contracts, of which five (5) have had Construction Change Orders (CCO) approved since the last reporting to the Board of Directors Metro Valley Study Session on March 9, 2023. The CCOs are listed below.

A. Contract No. 19-1002078 with Guy F. Atkinson Construction, LLC, for the State Route (SR) 210 Lane Addition, Base Line Interchange and Pavement Rehabilitation Project: CCO No. 10, Supplement 2 (no increase) for resolution of deferred time, there will be no time extension; CCO No. 16, Supplement 2 (\$80,000 increase) additional funds to remove buried man-made objects; CCO No. 27, Supplement 1 (no increase) for resolution of deferred time, there will be no time extension; CCO No. 40, Supplement 1 (\$4,402.50 decrease) due to Value Engineering Change Proposal (VECP) Supplement – Deletion of Retaining Wall 1092; CCO No. 55, Supplement 1 (no increase) for resolution of deferred time, there will be no time extension; CCO No. 60, Supplement 1 (no change) for resolution of deferred time, there will be no time extension; CCO No. 64, Supplement 1 (\$80,000.00 increase) for removal of irrigation trench rock debris; CCO No. 78 (\$43,869.14 increase) for bridge joint seal revisions; CCO No. 79 (\$93,211.64 increase) for traffic control system from new loop standards; CCO No. 85 (\$809,089.18 increase) for full resolution of a differing site condition Potential Claim Record (PCR) 005 Settlement; and CCO No. 94 (\$18,000 increase) to add modular joint seal cover plates.

B. Contract No. 20-1002290 with SEMA Construction, Inc., for I-10 University Street Interchange Improvements Project: CCO No. 14 (\$23,000 increase) to maintain existing irrigation and planting; CCO No. 23, Supplement 1 (\$2,804.41 increase) for additional funds to repair one and one half inch electrical line; CCO No. 33 (\$120,458.51 increase) to increase bid item No. 73 hot mix asphalt and bid item No. 79 cold plane Asphalt Concrete (AC) pavement; CCO No. 35, Supplement 1 (1,095.77 increase) additional funds to install additional fiber roll; and CCO No. 36 (\$2,038.85 increase) for backflow repair and certification.

C. Contract No. 22-1002780 with Skanska USA Civil West California District Inc., for the North 1st Avenue Bridge Over BNSF Project: CCO No. 1 (\$10,000 increase) for extra work on Frontier trench and pole removal; CCO No. 2 (\$2,371.38 decrease) to replace reinforced concrete pipes with high density polyethylene pipes; CCO No. 3 (\$40,000 increase) to provide Storm Water Pollution Prevention Plan (SWPPP) as specified; CCO No. 4 (\$10,000 increase) to provide partnering as specified; and CCO No. 5 (\$50,000 increase) for maintenance of traffic.

D. Contract No. 18-1001966 with Traylor-Granite Joint Venture, for the Mount Vernon Viaduct Project: CCO No. 19 (\$526,448.71 increase) to add design and construction of retaining wall.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

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E. Contract No. 17-1001599 with Lane-Security Paving Joint Venture, for the I-10 Corridor Contract 1 Design Build Contract: CCO No. 85 (\$75,000 increase) owner interference and construction acceleration claim mediator fees and costs; and CCO No. 92 (\$399,223 increase) to facilitate changes to existing department drainage system per Directive Letter (DL) 116-R1 and DL-126 R3.

Financial Impact:

This item imposes no financial impact, as all CCOs are within previously approved contingency amounts under: Task No. 0830 Interchange Projects and Task No. 0820 Freeway Projects, Sub-Task No. 0887 State Route 210 Lane Addition, Sub-Task No.0811 North 1st Avenue Bridge Over BNSF, Sub-Task No. 0899 I-10 University Street Improvement Project, Sub-Task No. 0823 I-10 Corridor Contract 1 and Sub-Task No. 0827 Mount Vernon Viaduct.

Reviewed By:

This item was received by the Board of Directors Metro Valley Study Session on April 13, 2023.

Responsible Staff:

Henry Stultz, Director of Project Delivery

Approved
Board of Directors
Date: May 3, 2023

Witnessed By:

Board of Directors Metro Valley Study Session
Construction Change Orders Log

Archibald Avenue Improvements Project at SR 60 – Executed Change Orders		
Number	Description	Amount
3	Maintain Traffic	\$25,000.00
4	Maintain Existing Electrical Systems	\$15,000.00
5	Staging Changes	(\$267.57)
6	Partnering	\$20,000.00
7	SWPPP Maintenance	\$25,000.00
9	Early Construction and Completion of Driveway 3	\$10,500.00
10	Removal of Man-Made-Buried-Object	\$8,500.00
11	Revised Retaining Wall Details	\$0.00
12	Modify Irrigation Removal Plan and Irrigation Details	\$77,416.59
13	Water Line Revisions	\$55,889.00
14	Conflicting Palm Trees Removal	\$10,000.00
15	Combine Stages 2 and 3 for Retaining Wall 16	\$0.00
16	Drainage Systems Modifications	\$33,942.75
18	Revised Closure Hours and Irrigation Crossover	\$9,000.00
19	Install Temporary Overhead Power Poles	\$6,000.00
20	Furnish Two Fire Hydrants	\$15,553.94
21	Provide Power to Existing Caltrans TMS Sign	\$72,750.69
22	Pavement Revisions	\$72,994.62
22 S-1	Pavement Revisions	\$60,000.00
23	Pavement Revisions	(\$31,247.42)
23 S-1	Pavement Revisions	\$80,000.00
24	Irrigation Valve Repair	\$5,000.00
25	Modify Weep Hole Elevation Walls 15 and 16	\$25,788.84
26	Removal of Conflicting Trees	\$6,720.00
27	Abandon Conflicting Weigh In Motion System	\$36,028.10
28	Modify Existing Drainage Pipe and Structures	\$34,628.10
29	Modify Drainage Systems 10 and 11	(\$14,608.45)
31	Modify Conflicted Portion of Drainage System 17	\$35,000.00
32	Modify Drainage Systems 4 and 8	\$30,000.00
32 S-1	Additional Funds to Modify Drainage Systems 4 and 8	\$32,000.00
33	Install Video Detection Signal System at Archibald and Oak Hill Intersection	\$57,432.28
34	Relocation of the Double Close Detector Assembly at the Kuzina Property	\$18,000.00
36	Revise Stage Construction and Replace Pavement Types	\$98,911.97
37	Modify Existing Non-Standard Median Bull Nose	\$6,500.00
38	Dispute Resolution – Profile Grinding Pavement	\$20,000.00
38 S-1	Extra Work on Profile Grinding Pavement	\$19,000.00
39	Extend Midwest Guardrail System 25' to Meet Safety Requirement	\$15,000.00
39 S-1	Modification to Guardrail System to Meet Safety Requirement	\$30,000.00
40	Install Minor Concrete under Bridge Center Median	\$9,566.00
41	Furnish and Install Handrail along ADA Curb	\$15,200.00
42	Test Low Point to Assure Water Flow for On and Off Ramp	\$2,456.00
43	Water and Power Lateral Boring	\$136,660.00
44	Remove and Replace Faulty Master Valve and Pressure Regulator	\$5,000.00
45	Traffic Control Devices Design Change	\$45,962.45
46	Additional Landscape	\$34,971.61
48	Modification of Double Check Detector Assembly	\$20,000.00

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

Attachment: CCO Log (9560 : Construction Contract Change Orders MVSS2304)

49	Relocate ADA Curb Ramp	\$13,400.81
50	Irrigation Revision	\$48,580.00
CCO TOTAL		\$ 1,353,230.31
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$2,122,333.00

SR 210 Lane Addition, Base Line I/C and Pavement Rehabilitation – Executed Change Orders		
Number	Description	Amount
1	Maintain Traffic SR 210 Lane Addition	\$300,000.00
2	Maintain Traffic SR 210 Base Line Interchange	\$50,000.00
3	Maintain Traffic SR 210 Pavement Rehabilitation	\$150,000.00
4	Partnering	\$100,000.00
5	Dispute Resolution Board	\$50,000.00
5 S-1	Revised Dispute Resolution Board Specifications	\$0.00
6	Federal Training Program	\$50,000.00
7	Storm Water Best Management Practice Maintenance	\$100,000.00
8	Existing Roadway Repair	\$80,000.00
8 S-1	Cold Mill and Overlay Shoulders	\$160,000.00
8 S-2	Roadway Repair	\$100,000.00
9	Bird Exclusionary Devices	\$50,000.00
10	Added Environmental Requirements	\$85,491.00
10 S-1	CDFW USFWS Permit Amend Added Funds	\$150,000.00
10 S-2	Resolution of Deferred Time – No Time Extension	\$0.00
11	Credit for Extended Closures due to COVID-19 and Reduced Traffic	(\$800,000.00)
12	K-rail Relocation Due to A Public Incident	\$15,000.00
13	Revised Ramp Closure Charts	\$0.00
14	Revised Pile Layout for Retaining Wall 1021	\$24,312.00
15	Revisions to Santa Ana River Bridge Abutment 7-Right	\$4,035.00
16	Removal of Buried Man-Made Objects	\$75,000.00
16 S-1	Removal Buried Man-Made Objects Additional Funds	\$30,000.00
16 S-2	Removal of Buried Man-Made Objects Additional Funds	\$80,000.00
17	Repair of Existing Irrigation Crossovers	\$20,000.00
18	Agency Provided Street Name Signs	(\$4,832.59)
19	Removal of Asbestos Shims at Sterling Ave Bridge	\$12,017.12
20	Approach Slab and Abutment Drainage Modifications	\$25,000.00
21	Deck Drain Grates	\$7,000.00
22	Remove Concrete Slab and Bollards at Gas Station	\$8,000.00
23	Added Temporary Fence	\$10,000.00
24	Maintain Existing Electrical Systems	\$30,000.00
24 S-1	Maintain Existing Electrical Systems	\$50,000.00
25	Temporary Signal Interconnect at Base line	\$5,980.00
27	CIDH Foundation and Pile Quantity Adjustment	\$26,218.00
27 S-1	Resolution of Deferred Time – No Time Extension	\$0.00
28	Revised Shop Drawings Submittal Requirements	\$0.00
29	Oil Price Fluctuation Adjustment	\$250,000.00
30	Just in Time (JIT) Training	\$5,000.00
31	Extend Irrigation Crossovers	\$127,323.00
31 S-1	Added Funds to Extend Irrigation Crossovers	\$85,000.00
32	Change in Treated Wood Waste Management	\$122,450.00
33	Additional Fiber Optic Pullboxes	\$127,658.33
34	Roadway Profile Correction at Victoria Avenue	\$207,906.00

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

34 S-1	Roadway Profile Correction at Victoria Avenue	\$50,000.00
35	CIDH Pile Quantity Increase	\$11,266.00
36	Deletion of RW 1033	(\$254,924.32)
36 S-1	Additional Dowel Rebar for Concrete Barrier	\$5,000.00
37	Median Edge Drain Revisions	\$89,634.57
37 S-1	Edge Drain Modifications for the 210 Base Line Project	\$1,100.00
38	Fiber Optic Vaults Installed in Shoulder	\$5,000.00
39	Add Pile Anchors	\$35,676.22
40	Value Engineering Change Proposal – RW 1092 Deletion	(\$228,102.82)
40 S-1	Value Engineering Change Proposal Retaining Wall 1092 Deletion	(\$4,402.50)
41	Drainage System Modification	\$23,627.00
42	Removal of Thickened Asphalt Concrete	\$40,000.00
43	Base Line Driveway Changes	\$15,000.00
44	Resolve Dispute – Differing Site Condition at Retaining Wall #1036	\$435,396.70
45	Up Light Spacing Conduit at Base Line	\$15,000.00
46	Sound Wall 971 Traffic Control and Temporary Fence	\$10,000.00
47	Construct Soffit Openings at Highland Left Bridge Frames 1 and 2	\$10,000.00
48	Sound wall 981 Tree Removal	\$5,995.00
49	Regrade Median Gutter	\$10,000.00
50	Differing Site Condition-Potential Claims 1, 2 and 3 Resolution	\$27,500.00
51	Settlement of Potential Claim No. 6 DSC at Plunge Creek	\$75,884.46
52	Grind Existing HMA Pavement win Median to Match Elevation at CRCP Joint	\$122,000.00
53	Landscape Irrigation Antenna Removal	\$5,000.00
53 S-1	Landscape Antenna Removal Additional Funds	\$1,000.00
54	Barrier Light Pole Support Modification	\$21,000.00
54 S-1	Sound Wall Light Pole Support Modification Additional Funds	\$16,000.00
55	Additional Widening N. Side of Base Line Between Buckeye & SR210	\$69,000.47
55 S-1	Resolution of Deferred Time – No Time Extension	\$0.00
56	Base Line Utility Modifications and Time Adjustment	\$152,750.00
57	Joint Seal Assembly Quantity Increase	\$19,197.00
58	Trial Batch Testing Field Qualification of Jointed Plain Concrete Pavement (JPCP)	\$15,000.00
58 S-1	Add Jointed Plain Concrete Pavement at San Bernardino Ramps	\$11,031,175.91
59	Median Crossover Modifications	\$89,044.23
60	Hydro-seed Restoration Modifications	(\$8,252.67)
60 S-1	Resolution of Deferred Time – No Time Extension	\$0.00
61	Additional Concrete Test Panel	\$1,541.00
61 S-1	Revised Concrete Stamp	\$3,600.00
62	NOPC No. 9 Resolution Damaged MBGR	\$50,000.00
63	Temporary K-Rail for Crossover	\$280,878.00
64	Irrigation, Trench Rock and Debris Removal	\$22,500.00
64 S-1	Irrigation Trench Rock Debris Removal	\$80,000.00
65	Revision to Sound Wall 1050 Block Face	\$48,710.82
66	Plunge Creek Concrete Barrier Revisions	\$25,192.00
67	Differing Site Condition Retaining Wall 1021 Pile Driving	\$214,368.38
68	Lugonia Barrier Removal and Replacement	\$114,548.18
69	Differing Site Condition Sound Wall 908 CIDH Piles	\$165,804.07
70	Close Fencing Gaps	\$2,477.00
73	Differing Site Condition Sound Wall 1050 PCR 12	\$770,387.70

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

74	Additional Isolation Joint	\$237,200.00
76	Bid Items Quantity Increase	\$186,952.30
77	Add Gravity Wall at Base Line	\$65,513.25
78	Bridge Joint Seal Revisions	\$43,869.14
79	Traffic Control System, New Loop Standards	\$93,211.64
81	Base Line Brick Color Revision	\$16,033.11
82	EB 210 Existing Lugonia Approach Profile Grade	\$10,000.00
83	Eliminate Base Line Interchange Milestone	\$0.00
84	Stain Retaining Wall Along East Bound Base Line Off-Ramp (B-1 Line)	\$68,770.00
85	Differing Site Condition Potential Claim Record 005 Settlement	\$809,089.18
86	Differing Site Condition for Electrical Trenching Potential Claim Record (PCR) No. 07	\$200,776.76
87	Guardrail Differing Site Condition Resolution	\$446,088.88
88	Work Character Changes on Potential Claim Record No. 14	\$8,569,910.47
89	Drainage System Plan Changes	\$47,636.04
90	Sound Wall 955 Fence Gap Closure	\$15,000.00
94	Add Modular Joint Seal Cover Plates	\$18,000.00
CCO TOTAL		\$26,488,181.03
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$34,927,690.07

Central Avenue Improvements Project at SR 60 – Executed Change Orders		
Number	Description	Amount
1	Establish and Maintain construction Field Office	\$150,000.00
2	Revise Plans – Shoulder Pavement Section	(\$21,291.00)
4	Temporary Striping	\$11,000.00
5	Maintain Traffic per Supplemental funds Provided	\$40,000.00
6	Establish Partnering per Specifications	\$20,000.00
7	Remove and Dispose of Illegal Dumping	\$20,000.00
8	Establish Dispute Review Board	\$15,000.00
10	Additional Move In for State 1 Clear and Grub	\$2,530.00
11	Maintain Electrical per Supplemental Funds Provided	\$15,000.00
11 S-1	Maintain Electrical per Supplemental Work Item-Additional Funds	\$25,000.00
12	Asbestos Abatement	\$41,185.00
13	Revise Irrigation Plans	\$0.00
14	Storm Water Protection per Supplemental Funds	\$40,000.00
15	Traffic Handling Plan Revision	\$20,000.00
17	Tree Removal	\$40,000.00
19	Soil Nail Wall Design Change	\$25,000.00
CCO TOTAL		\$443,424.00
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$2,912,039.00

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

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5	Contract Extension and Water Reimbursement	\$17,443.28
CCO TOTAL		\$129,304.22
TOTAL CONTRACT AMENDMENTS, CONTINGENCY AND SUPPLEMENTAL		\$130,590.00

SR 210 Pepper Avenue Interchange EEP – Executed Change Orders		
Number	Description	Amount
1	Repairs to Existing Site Irrigation	\$10,000.00
CCO TOTAL		\$10,000.00
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$31,244.80
I-215 Segment 1 & 3 Landscape Replacement Project – Executed Change Orders		
Number	Description	Amount
1	Maintain Public Traffic	\$25,000.00
2	Storm Water Shared Costs	\$25,000.00
3	Establish Dispute Resolution Advisor	\$5,000.00
4	Remove and Dispose of Rock Cobble	\$10,000.00
4 S-1	Additional Funds	\$15,000.00
4 S-2	Additional Funds	\$4,854.82
5	Cleaning of Drainage Systems	\$25,000.00
6	Removal of Dead Trees	\$10,000.00
7	Change from 15 Gallon to 5 Gallon Plant Size	(\$43,663.00)
7 S-1	Additional Funds	\$2,221.02
8	Repairs to Existing Facilities	\$3,000.00
8 S-1	Additional Funds	\$2,000.00
8 S-2	Additional Funds	\$4,500.00
8 S-3	Additional Funds	\$15,250.00
8 S-4	Additional Funds	\$3,930.65
9	Lane Closure Chart Revisions	\$0.00
9 S-1	Lane Closure Chart Revisions	\$0.00
10	PVC Ball Valve	\$0.00
11	Repair Fiber Optic Cable	\$4,070.87
12	Irrigation Water Payment	\$32,384.52
12 S-1	Additional Funds	\$8,487.04
12 S-2	Additional Funds	\$1,656.78
12 S-3	Additional Funds	\$1,634.70
12 S-4	Additional Funds	\$1,603.65
12 S-5	Additional Funds	\$5,007.79
12 S-6	Additional Funds	\$5,739.61
12 S-7	Additional Funds	\$6,753.56
12 S-8	Additional Funds	\$8,666.48
12 S-9	Additional Funds	\$4,744.77
12 S-10	Additional Funds	\$5,482.89
12 S-11	Additional Funds	\$2,874.37
12 S-12	Additional Funds	\$466.51
12 S-13	Additional Funds	\$493.89
12 S-14	Irrigation Water Payment	\$719.97
13	Increase in Gravel Mulch Costs	\$158,215.90
14	Repair Damage by Others	\$6,000.00
15	Additional Electrical Work	\$976.73

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Attachment: CCO Log (9560 : Construction Contract Change Orders MVSS2304)

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

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

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

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4 S-4	Executed Utility Agreements	\$0.00
4 S-5	Executed Utility Agreements	\$0.00
4 S-6	Executed Utility Agreements	\$0.00
5	Overhead Sign Location Change	\$0.00
6	Modifications to Insurance and Subcontractor Requirements	\$0.00
7	Provide for CHP & Maintenance Observation/Enforcement Area	\$0.00
11	Revised Pavement Delineation Detail	\$0.00
12	Mass Concrete Specification Revision	\$0.00
13	Temporary ITS Traffic Monitoring Stations	\$0.00
14	Concurrent Closure of 6th Street and Campus Avenue Bridges	\$0.00
15	Modify Utility Relocation Work Packages	\$0.00
16	Revised Requirements for Shop Drawings Submittals	\$0.00
17	Revised Ramp Lane Closure Requirements	\$0.00
18	Revised Tech Provision 14.3.5 "Design Submittals" Requirements	\$0.00
19	Modifications to the Project Aesthetics and Landscape Master Plan	\$0.00
20	Added Pool Removal and (2) Electrical Panel Replacements	\$42,790.00
21	Revised SHOPP Pavement Rehabilitation Work Limits	\$657,200.00
22	Revised East End Ultimate Paving Limits	\$257,050.00
23	4th Street Striping	\$14,000.00
24	GAD and ROW Revisions	(\$470,125.00)
25	Deletion of Sound Wall 1190	(\$322,150.00)
26	Euclid Eastbound Exit Ramp Ground Anchor Wall Limits	\$155,400.00
27	Reduced Speed Limit Requirements	\$260,000.00
28	Additional Toll Rate Dynamic Message Signs	\$290,900.00
29	Revised Maintenance Requirements for Specific Auxiliary Lanes	\$0.00
30	Right of Way and Utility Design Revisions	\$719,277.00
30 S-1	Utility Revisions near Monte Vista Avenue	\$617,905.00
31	Additional Design Revisions for Right-of-Way Changes	\$25,767.00
32	Clearing of the TCE and Pool Mitigation Work	\$30,380.00
32 S-1	Clearing of the TCE and Pool Mitigation Work	(\$16,122.00)
33	Rock Curb Extension at Euclid Avenue	\$77,892.00
34	7th Street and 2nd Avenue Sidewalk Improvements	\$79,732.00
Jan 2021	BOD approves revised funding plan with contingency reduction	(21,400,000)
35	Revised TCS CCTV Camera System	\$76,517.00
37	Partnering Facilitator Payment	\$50,000.00
38	Emergency Property Fence Fix	\$1,631.00
39	I-10/I-15 North to West Connector – 55-hour Closure	\$0.00
40	55-Hour Closure, Storm And Deck Drains	\$730,000.00
40 S-1	55-Hour Closure Statement	(\$75,000.00)
41	Recessed Pavement Markers	\$6,384.00
42	Telecommunication Conduits/ROW Support	\$111,843.48
43	Extra Maintenance for CHP Directed Closure	\$12,652.00
44	Extra Maintenance for Hazardous Materials Clean Up	\$1,111.00
45	Additional Industrial Driveway on Sultana Avenue at Edison Elementary	\$10,000.00
46	Additional 55-Hour Closures on Segment 4	\$0.00
47	All Compensation for Design, Construction and all Ancillary Items to Complete Additional Work	\$900,000.00
48	DB CN 0130 and CN 1135 Additional SOW for AT&T	\$117,500.00
49	Removal of Abandoned Pipes along Monte Vista Avenue	\$85,000.00
50	Credit for the Design, Construction and all Ancillary Items to Complete	(\$750,000.00)

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	Additional Work	
51	Change Concrete Barrier Type from 736 to 836	\$3,600,000.00
52	Property Commitment at 1325 Fresno Street – Criner Property	\$41,000.00
53	Reflective Traffic Signal Backplates	\$120,000.00
54	Relocation of Ramp Meter System RMS at Vineyard WB On-Ramp DL-139	\$182,000.00
55	9222 Vernon Avenue Maki Private Property Drainage Improvement	\$16,000.00
56	Additional Work at WB I-10, East of I-10/Vineyard IC	\$345,000.00
57	Removal of Abandoned Pipelines CN 0565 & CN 0566 at Monte Vista/I-10 UC Structure	\$90,000.00
58	Holt Blvd. Off-Ramp UC LT Closure Wall Aesthetic Finish	\$35,000.00
59	Monte Vista WB On-Ramp Shoulder Pavement DL-121	\$217,500.00
60	Directive – Add “International” to Ontario Airport Signs	\$50,000.00
61	Furnish Ramp Meter Cabinets	\$210,000.00
62	Additional SHOPP Paving Archibald Ramp Pavement Rehab	\$98,500.00
63	Additional Work for MWD Encasement Extension	\$752,000.00
64	Additional SHOPP Rehab Work - Slab Repair Near I-10/Etiwanda Ave IC	\$92,500.00
65	Addition of Eight 55-Hour Closures in Segment 2	\$0.00
66	Additional Work Mountain Ave EB On-Ramp Right-of-Way Fencing	\$10,250.00
67	SCE Profile Euclid Ave and Vineyard Ave and Asbestos Removal 6th St Bridge	\$110,655.00
69	Turner Channel Drainage System Improvements	\$258,014.00
70	Non-Traffic Rated Pull Boxes 6-Inch Below Grade	\$61,775.00
71	Caltrans Statewide Trash Implementation Plan	\$289,880.00
72	Drainage System 20 Improvements Vicinity of I-10 Monte Vista Ave	\$1,677,926.00
73	Remove Existing Planting and Repair Existing State Right-of-Way Fence Along I-10 EB Mountain Avenue On-Ramp	\$61,016.00
74	Extension of Hot Mix Asphalt (HMA) Expiration Date by 12 Months and Assist with Asbestos Abatement at Euclid Bridge Overcrossing	\$10,000.00
75	Change in Maintenance Pricing and How it Will be Compensated	\$0.00
76 S-1	Addition of 60D Barrier at Holt Boulevard Off-Ramp	\$1,050,002.00
77	Change in Rates for Freeway Service Patrol (FSP)	\$0.00
79	Provide 4” Conduit and Pull Boxes at Vineyard Avenue Bridge for Future City of Ontario Fiber Optic per City Request	\$1,833.00
80 S-1	Reconstruct Retaining Walls 1152 and 1153 Along San Antonio Ave.	\$510,012.00
84	Replace a Portion of Existing Departure Slab Pavement, Previously Shown to Remain at Benson Avenue Bridge per Caltrans Request	\$132,144.00
85	Owner Interference and Construction Acceleration Claim Mediator Fees and Cost	\$75,000.00
86	Resolution of Contract Change Request (CCR) No. 132.1 Traffic Control for Utility Workers	\$281,221.00
87	Remove Existing Southern California Edison (SCE) Conduits at Monte Vista and 4 th Street	\$300,000.00
92	Drainage Video Log Audit Changes to Existing Department Drainage System	\$399,223.00
CCO TOTAL		\$15,480,835.48
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$51,369,000.00

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

US 395 Phase 1 Widening Project – Executed Change Orders		
Number	Description	Amount
1	Maintain Public Traffic	\$100,000.00
2	Storm Water Shared Costs	\$25,000.00
3	Partnering	\$20,000.00
4	Establish Dispute Resolution Advisor	\$20,000.00
5	Cleaning of Drainage Systems	\$30,000.00
6	Buried Man-Made Objects	\$15,000.00
7	Maintain Existing Temporary Electrical Systems	\$15,000.00
7 S-1	Additional Funds	\$85,000.00
8	Maintain Temporary Tortoise Fence	\$15,000.00
9	Revised Temporary HMA Requirements	(\$11,000.00)
10	Revised Temporary HMA Specifications	(\$3,180.00)
11	Additional Earthwork	\$35,905.00
12	Protect Existing Drainage Systems	\$70,000.00
13	Added Saw Cut to coordinate with Kinder Morgan work	\$24,304.00
14	Provide Access to A Local Business	\$11,800.00
15	Quantity Increases; Bid Items 21, 26 & 83	\$78,780.00
15 S-1	Revised Bid Item Quantities	\$356,374.49
15 S-2	Revised Bid Item Quantities	\$34,801.30
16	Drainage System 14 Modifications	\$10,270.00
17	Removal of 31 Concrete Headwalls and Wingwalls	\$52,583.75
18	Drainage System 7 Modifications	\$31,356.00
19	Adjust Manholes to Grade	\$10,000.00
19 S-1	Additional Funds	\$5,000.00
20	Additional HMA Paving for Revised Staging	\$127,670.90
21	Modified Drainage System Opening on Retaining Wall 794	\$4,103.35
22	Revisions at North of Mojave Drive Intersection	\$150,000.00
22 S-1	Revisions at North of Mojave Drive Intersection	\$150,000.00
23	Revised Pile Cap Concrete Requirement for Sound Wall 875	\$217,665.25
25	Added curb on the Southeast Corner of Air Base Road	\$2,040.00
26	Electrical Design Changes at the Air Base Road Intersection	\$43,363.00
27	Added Hydroseed	\$35,324.00
28	Added MGS per Safety Commission	\$50,000.00
29	Additional Pavement Markings and Striping	\$50,000.00
29 S-1	Additional Funds	\$7,000.00
30	Revised Joshua Wash Bridge Wingwalls	\$50,000.00
31	Payment Adjustment for Gravel Bag Quantities	\$40,138.32

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32	Additional Safety Commission Revisions	\$45,000.00
33	Installation and Testing of Additional Electronic Ball Markers	\$8,569.95
34	Stage 4 Temporary Striping	\$73,706.00
35	Seneca Interchange Revisions	\$108,331.64
CCO TOTAL		\$2,194,906.95
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$8,741,611.75

Monte Vista Grade Separation – Executed Change Orders		
Number	Description	Amount
1	Establish Dispute Resolution Board	\$15,000.00
1 S-1	Revise Special Provision Language	\$0.00
1 S-2	Additional Funds	\$10,000.00
2	Partnering Workshop	\$15,000.00
3	Traffic Control	\$10,000.00
3 S-1	Additional Funds	\$10,000.00
4	Federal Training Program	\$12,000.00
5	Post-Tensioning Duct Size Change	\$0.00
7	Storm Water Shared Costs	\$50,000.00
8	Relocate 8” Water Line	\$8,000.00
8 S-1	Additional Funds	\$10,386.03
9	Drainage System for Adjacent Property	\$14,925.00
10	Masonry Block Change	\$0.00
11	Sewer Lateral Piping Size Change	\$6,013.00
12	Future Electrical Conduits for Montclair	\$39,385.00
13	Change in Phasing of Work	\$0.00
14	Precast Girder Reinforcement Change	\$0.00
15	Change in Phasing of Work	\$0.00
16	Water Line Modifications	\$8,790.00
16 S-1	TRO Payment for Delays Related to CCO No. 16	\$124,800.00
16 S-2	Additional Funds	\$54,689.60
17	Modify Overhead Signs and Install Pedestrian Barricades	\$6,765.97
21	Additional Sewer Service Lateral Connections	\$10,850.00
22	Girder Reinforcement Splicing Option	\$0.00
23	Deleting Sidewalk	(\$12,540.00)
25	HMA Along Private Access Road	\$16,000.00
26	Temporary Embankment for SCE	\$15,000.00
27	Temporary Shoring for SCE	\$60,000.00
28	Modify Water Line in Conflict with SCE	\$10,000.00
29	Storm Drain Lateral Realignment	\$14,110.00
31	Driveway for Future Development	\$3,187.80
32	Potholing/Locating AT&T & Level 3 Utilities	\$60,000.00
33	Deduction for Rejected Piles	(\$10,000.00)
34	Modified Quantities Due to the Field Conditions	\$29,257.95
34 S-1	Modified Quantities Due to the Field Conditions	\$105,453.57
34 S-2	Modified Quantities Due to the Field Conditions	\$9,450.00

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35	Conduit for SCE Service Connection for Traffic Signal System	\$8,000.00
36	Additional MSE Wall Drainage	\$8,000.00
37	Water Supply Modifications	\$15,000.00
38	Seal Coat Specification Change	(\$2,000.00)
39	Removal of UPRR Sign Foundations	\$5,000.00
41	Resolution of NOPC No. 3	(\$59,986.00)
42	Revised Canopy at Taxi Yard	\$0.00
43	Landscaping Revisions	\$11,286.00
44	Added Headwall and Retaining Curb	\$10,000.00
45	Drainage Inlet Repair Damaged by Public	\$7,500.00
45 S-1	Additional Funds	\$381.43
46	Project Substantial Completion	\$0.00
47	Wire Mesh Substitution	\$15,000.00
48	Fence and Gate Revisions	\$52,336.60
49	Monument Modifications	\$6,500.00
49 S-1	Additional Monument Modifications	\$46,000.00
52	Additional work required by UPRR	\$10,577.00
53	Additional Erosion Control	\$16,000.00
54	Fence Repairs Damaged by Public	\$13,184.00
CCO TOTAL		\$869,302.95
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$2,498,958.60

Mount Vernon Avenue Viaduct Design-Build Project – Executed Change Orders		
Number	Description	Amount
1	Added Perimeter Fence, K-rail and Signage	\$21,500.00
1 S-1	Install/Maintain Temporary Fence	\$28,670.86
2	Partnering	\$100,000.00
3	Temporary Crossing	\$700,000.00
3 S-1	Additional Funds	\$225,000.00
3 S-2	Construct Railroad Temporary Construction Crossing	\$13,889.15
3 S-3	Temporary Railroad Crossing	\$27,744.36
5	Asbestos Removal	\$100,000.00
5 S-1	Additional Funds	\$954,863.00
5 S-2	Asbestos Coating Abatement	\$429,723.86
5 S-3	Bridge Demolition Engineer – Increase Time	\$67,977.25
5 S-4	Asbestos Coating Abatement	\$159,481.26
7	Add Fire Hydrants	\$112,200.00
8	Test Unforeseen Buried Man-made object	\$1,341.55
9	Decommission/Abandon Water and Sewer Lines	\$203,852.65
10	Added Utilities Work at Kingman Street	\$377,389.28
12	Increase Contractor Overhead – Increase Time	\$208,232.35
15	Design for Additional Street Lights on Alley and Cabrera	\$15,400.00
16	Design for Bike Lanes E 2 nd	\$14,190.00
17	BNSF Fence Removal	\$12,332.14
18	Specified Dispute Resolution Board Reimbursement	\$100,000.00
19	Add Design and Construction of Retaining Wall	\$526,448.71
20	North Abutment Embankment Removal	\$141,592.00

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21	Kingman Widening	\$107,497.50
CCO TOTAL		\$4,649,325.92
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$17,230,000.00

I-10 University Street Improvement Project – Executed Change Orders		
Number	Description	Amount
1	Time Extension (Delay Start)	\$0.00
2	Maintain Traffic	\$10,000.00
2 S-1	Maintain Roadway and Traffic	\$15,000.00
3	Time Extension	\$20,000.00
4	Tree Removals	\$17,096.27
5	Dispute Resolution Advisor DRA	\$10,000.00
6	Replace Pavement Structural Section	\$393,852.01
6 S-1	Replace Pavement Structural Section	\$20,000.00
6 S-2	Replace Pavement Structural Section	\$11,500.00
7	WB On-Ramp Modification	\$229,391.13
8	Modify Signal Controller	(\$11,348.73)
9	Relocate Signal Push Button Pole	\$13,372.65
10	Install of Signal Conduit to Avoid Conflict	\$15,129.64
11	Differing Site Condition	\$28,061.09
12	Disposal of Fiber Optic Vault	\$4,940.41
13	Revised Elevations for Curb and Gutter	\$2,862.64
14	Maintain Existing Irrigation and Planting	\$23,000.00
15	Payment Adjustment per Price Index due to Crude Oil Prices	\$38,500.00
16	Water Meter Revisions	\$61,564.00
17	Install Joint Sealant	\$9,433.79
18	Add Master Remote Control Valve	\$2,500.00
19	Sewer Line Repair	\$6,000.00
20	Increase and Adjustment of Bid Item No. 108 to Remove Concrete Curb and Gutter	\$22,171.80
21	Additional Earthwork	\$7,500.00
22	Additional Push Button Pole Installation	\$7,500.00
23	Repair Electrical Line	\$8,000.00
23 S-1	Repair of the 1 ½ Inch Electrical Line	\$2,804.41
24	Additional Irrigation Wiring	\$7,500.00
25	Remove and Dispose of Material from Drains	\$4,831.71
27	Quality Assurance Testing Added Cost	\$10,907.98
28	Additional Fiber Roll and Shared Maintenance Costs	\$8,000.00
29	Additional Grading of Sloped Areas	\$8,500.00
30	Install 3 Cables from Pull Box to Pull Box	\$15,000.00
31	Add Bike Friendly Grates	\$2,500.00
32	Increase and Adjustment to Bid Item 142	\$10,350.56
33	Increase to Bid Items No. 73 Hot Mix Asphalt and No. 79 Cold Plane AC Pavement	\$120,458.51
34	Add Straight Arrow Pavement Legend Added to East Bound Off-Ramp	\$3,500.00
35	Install Bonded Fiber Matrix to Unprotected Slopes and Add Temporary Fiber Roll South of East Bound Off-Ramp	\$6,670.87
35 S-1	Additional Funds to Install Fiber Roll and Straw Waddle	\$1,095.77

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36	Backflow Repair and Certification	\$2,038.85
37	Extra Work at Force Account to Install Required Signs	\$16,700.00
CCO TOTAL		\$1,186,885.36
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$1,500,590.00

I-10 Alabama Street Improvement Project – Executed Change Orders		
Number	Description	Amount
1	SWPPP Maintenance	\$20,000.00
2	Traffic Control Devices	\$30,000.00
3	Electrical Works Utility Modifications	\$25,000.00
4	Stage 1A Value Engineering Change Proposal (VECP) Credit	(\$20,362.87)
5	Caltrans Change of 12 Inch LED Lights	\$3,512.38
6	Relocation of Existing Data Node at Westbound Off-Ramp	\$30,300.00
7	Supply of Additional Polyester Trash Nets for Storm Water Systems	\$6,732.00
8	Extra Work for Pile Installation due to Differing Site Condition	\$20,000.00
9	Extra Work for Revised Irrigation to Add Water Meter Connections	\$80,000.00
10	Provide Manual Irrigation for Planting Extra Work	\$15,000.00
11	Oil Index Increase according to Contract Specifications	\$18,864.41
CCO TOTAL		\$229,045.92
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$1,338,886.33

I-10 Cedar Avenue Improvement Project – Executed Change Orders		
Number	Description	Amount
1	Modify Notice to Proceed to Allow Early Start	\$0.00
		\$0.00
CCO TOTAL		\$0.00
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$8,098,400.00

North 1st Avenue Bridge Over BNSF Project – Executed Change Orders		
Number	Description	Amount
1	Excavate and Backfill Trench for Frontier Temporary Utility Installation and Pole Removal	\$10,000.00
2	Replace Reinforced Concrete Pipes with High Density Polyethylene Pipes	(\$2,371.38)
3	Provide Storm Water Pollution Prevention Plan as Specified	\$40,000.00
4	Partnering Skills Development Training as Specified	\$10,000.00
5	Maintenance of Traffic	\$50,000.00
CCO TOTAL		\$107,628.62
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$3,561,922.00

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

Minute Action

AGENDA ITEM: 9

Date: May 3, 2023

Subject:

State Route 60 Archibald Avenue Interchange Project - Increase Construction Contingency Amount

Recommendation:

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

Increase contingency amount for Construction Contract No. 19-1002181 with Granite Construction Company by \$1,972,322, for a revised total contingency amount of \$4,094,655 and authorize the Executive Director, or his designee to release the contingency as necessary for the project.

Background:

The State Route 60 (SR 60) Archibald Avenue Interchange Project improved traffic operations and freeway access for the City of Ontario (City) and the region by widening the existing eastbound and westbound on-ramps and off-ramps, and widening Archibald Avenue through the undercrossing to accommodate increasing vehicular traffic. The project also included replacement landscaping and a one-year Plant Establishment period for existing planting that was disturbed during construction.

On December 4, 2019, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved Construction Contract No. 19-1002181 based on the low competitive bid process to Granite Construction Company (Granite) in the amount of \$13,822,831, including a contingency/allowances amount for contract contingency and agency furnished items and supplemental costs for a total of \$2,122,333. In early 2020, construction activities on the interchange began. In late 2021, substantial work on the roadway improvements were completed and the California Department of Transportation (Caltrans) and City's final safety reviews proceeded through early 2022. The Caltrans partial Relief of Maintenance was issued in the spring of 2022 with the one-year Plant Establishment work starting in April 2022. Project closeout activities began subsequently with final review and accounting of the roadway construction costs. In October of 2022, SBCTA submitted the Proposed Final Estimate (PFE) to Granite for roadway construction costs. The PFE is a statement of final eligible contract costs from the standpoint of SBCTA for the purpose of obtaining formal agreement regarding final payment. In November 2022, Granite responded and submitted exceptions to the PFE including unanticipated construction change orders and construction claims. Subsequently, SBCTA construction management staff reviewed Granite's response and began discussions to address the cost differences.

With ongoing negotiations to address the change orders and claims to close out the final costs, SBCTA construction staff is forecasting final costs to exceed the current contingency balance. Based on the current forecast to complete all close-out activities, staff is recommending approval to increase the amount of contingency authorized for Construction Contract No. 19-1002181 by \$1,972,322 for a total revised contingency/allowances amount of \$4,094,655. This contingency amount increase will be funded by Interchange Program Measure I funds and City funds. The amount requested is within the balance of the cooperative agreement with the City; therefore, an amendment to the cooperative agreement with the City is not necessary.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

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Increasing the contingency amount will allow SBCTA to close the contract once the final contract cost is agreed to. Therefore, staff recommends approval of this agenda item to increase contingency amount for Construction Contract No. 19-1002181 with Granite Construction Company by \$1,972,322, for a revised total contingency amount of \$4,094,655 and authorize the Executive Director, or his designee, to release the contingency as necessary for the project.

Financial Impact:

This item is consistent with Fiscal Year 2022/2023 Budget under Task No. 0820 Interchange Projects, Sub Task 0894 SR 60 Archibald Avenue Interchange.

Reviewed By:

This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on April 13, 2023. The Director of Fund Administration and the Director of Special Projects and Strategic Initiatives have reviewed this item.

Responsible Staff:

Henry Stultz, Director of Project Delivery

Approved
Board of Directors
Date: May 3, 2023

Witnessed By:

Minute Action

AGENDA ITEM: 10

Date: May 3, 2023

Subject:

State Route 210 Lane Addition Base Line Interchange and Pavement Rehabilitation Project
Amendment No. 2 to Contract No. 17-1001681

Recommendation:

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

A. Approve Amendment No. 2 to Contract No. 17-1001681 with Jacobs Project Management Company for Construction Management Services for the State Route 210 Lane Addition, Base Line Interchange and Pavement Rehabilitation Project, to extend the period of performance for an additional two (2) years with a term ending July 11, 2025; and

B. Approve exemption to Contracting and Procurement Policy No. 11000, Contract Term, Section IV.B.4, to extend Contract No. 17-1001681 beyond the five-year term.

Background:

The State Route (SR) 210 Lane Addition, Base Line Interchange, and Pavement Rehabilitation Project (Project) in the cities of Highland and Redlands will widen SR 210 by adding one (1) lane in each direction, widen Base Line Overcrossing and replace random slabs between Sterling Avenue and 5th Street and full depth pavement reconstruction between 5th Street and Lugonia Avenue.

On July 2018, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) awarded Contract No. 17-1001681 to Jacobs Project Management Company for construction management services in an amount not-to-exceed \$20,607,080 with a contingency amount of \$2,060,708.

In September 2018, the Board approved Amendment No. 1 to Contract No. 17-1001681 to modify the insurance language in the contract.

Recommendation A

Staff requests approval of Amendment No. 2 to Contract No. 17-1001681, with Jacobs Project Management Company to extend the contract term for an additional two (2) years with a term ending July 11, 2025. This time extension will allow the consultant to complete construction management services and closeout activities. Construction is scheduled to be completed in mid-2023. The contract amendment is recommended on the basis that the consultant is found to be preeminently positioned to perform the work due to their specific qualifications, unique knowledge and requirements of the project.

Recommendation B

Staff requests exemption from Contracting and Procurement Policy No. 11000, Contract Term, Section IV.B.4, which limits contract terms to five (5) years. Since the start of construction was delayed and construction is expected to be completed mid-2023, the contract with Jacobs Project Management Company will need to go beyond five (5) years to cover the overall project schedule.

Entity: San Bernardino County Transportation Authority

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Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget under Task No. 0820 Freeway Projects and Task No. 0830 Interchange Projects, Sub-Task No. 0887 SR 210 Lane Addition, Base Line Interchange, and Pavement Rehabilitation Project.

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 April 13, 2023. SBCTA General Counsel, Director of Special Projects and Strategic Initiatives and Risk Manager have reviewed this item and the draft amendment.

Responsible Staff:

Juan Lizarde, Project Manager

Approved
Board of Directors
Date: May 3, 2023

Witnessed By:

Contract Summary Sheet

10.a

General Contract Information

Contract No: 17-1001681 Amendment No.: 2

Contract Class: Payable Department: Project Delivery

Vendor No.: 03701 Vendor Name: Jacobs Project Management Company

Description: SR 210 Lane Addition, Base Line Interchange, and Pavement Rehab

List Any Related Contract Nos.: 17-1001722

Dollar Amount							
Original Contract		\$	20,607,080.00	Original Contingency		\$	2,060,708.0
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	20,607,080.00	Total Contingency Value		\$	2,060,708.0
	Total Dollar Authority (Contract Value and Contingency)					\$	22,667,788.0

Contract Authorization

Board of Directors Date: 05/03/2023 Board Item # 9562

Contract Management (Internal Purposes Only)

Other Contracts State/Local Sole Source? No No Budget Adjustment N/A

Construction Management N/A

Accounts Payable

Estimated Start Date: 07/11/2018 Expiration Date: 07/11/2023 Revised Expiration Date: 07/11/2025

NHS: Yes QMP/QAP: Yes Prevailing Wage: Yes

							Total Contract Funding:		Total Contingency:	
							\$	20,607,080.00	\$	2,060,708.00
GL	6010	40	0830	0803	53701	42412004	650	City of Highland	1,059,194.55	105,919.45
GL	4120	40	0830	0803	53701	41100000	650	MSI Interchange	1,468,716.36	146,871.64
GL	4110	40	0820	0887	53701	41100000	650	MSI Freeway	13,488,260.00	1,348,826.00
GL	2550	40	0820	0887	53701	42205008	650	SHOPP	4,590,909.09	459,090.91
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-

Juan Lizarde

Project Manager (Print Name)

Henry Stultz

Task Manager (Print Name)

Additional Notes:

Attachment: 17-1001681-02_CSS (9562 : SR 210 Lane Addition Amendment No. 2 to Contract No. 17-1001681)

AMENDMENT NO. 2 TO CONTRACT NO. 17-1001681**FOR****SR210 LANE ADDITION AND BASE LINE INTERCHANGE PROJECT
CONSTRUCTION MANAGEMENT SERVICES****(JACOBS PROJECT MANAGEMENT CO.)**

This Amendment No. 2 to Contract No. 17-1001681 is made by and between Jacobs Project Management Co. ("CONSULTANT") and the San Bernardino County Transportation Authority ("SBCTA"):

RECITALS:

- A. SBCTA, under Contract No. 17-1001681 engaged the services of CONSULTANT on July 31, 2018, to provide construction management services for the SR210 Lane Addition and Base Line Interchange Project ("Contract").
- B. In September 2018, the SBCTA Board approved Amendment No. 1 to modify the insurance language.
- C. Parties now desire to amend the Contract and extend the Performance Period by adding two (2) years to July 11, 2025.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, CONSULTANT and SBCTA agree as follows:

1. ARTICLE 4.1, is revised and restated in its entirety to read as follows:

"This Contract shall go into effect on July 11, 2018, contingent upon approval by SBCTA's Awarding Authority and execution by SBCTA, and CONSULTANT shall commence Work after written notification to proceed by SBCTA's Procurement Analyst. The Contract shall end on **July 11, 2025**, unless extended by written amendment."

2. The Recitals set forth above are incorporated herein by this reference.
3. Except as amended by this Amendment No. 2, all other provisions of the Contract and amendments thereto shall remain in full force and effect and are incorporated herein by this reference.
4. The Amendment No. 2 is effective upon execution by SBCTA.

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

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

**JACOBS PROJECT MANAGEMENT
CO., A DELAWARE CORPORATON**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Issam Khalaf
Vice President

By: _____
Art Bishop
Board President

Date: _____

Date: _____

By: _____
Justin Johnson
Secretary

APPROVED AS TO FORM:

By: _____
Juanda Daniel
Assistant General Counsel

Date: _____

CONCURRENCE:

By: _____
Shaneka Morris
Procurement Manager

Date: _____

Attachment: 17-1001681-02 (9562 : SR 210 Lane Addition Amendment No. 2 to Contract No. 17-1001681)

Minute Action

AGENDA ITEM: 11

Date: May 3, 2023

Subject:

Surplus Land Resolutions

Recommendation:

That the Board, acting as the San Bernardino County Transportation Authority (SBCTA), approve the following resolutions for parcels previously approved as surplus property for the Interstate 215 (I-215) Bi-County Project and the I-215 Barton Road Project:

A. Resolution No. 23-029 for the Declaration as Surplus Land regarding Assessor's Parcel Number (APN) 0275-211-59 (formerly 0275-211-44), remaining from the I-215 Bi-County Project and is no longer needed for SBCTA use.

B. Resolution No. 23-030 for the Declaration as Surplus Land regarding Assessor's Parcel Number 0275-231-68, remaining from the I-215 Barton Road Project and is no longer needed for SBCTA use.

C. Resolution No. 23-042 for the Declaration as Surplus Land regarding Assessor's Parcel Number 0275-231-47, remaining from the I-215 Barton Road Project and is no longer needed for SBCTA use.

Background:

Assessor's Parcel Number (APN) 0275-211-44 (subsequently changed to the current APN 0275-211-59) was acquired by San Bernardino County Transportation Authority (SBCTA) for the Interstate 215 (I-215) Bi-County Project. APN 0275-231-47 and APN 0275-231-68 were acquired by SBCTA for the I-215 Barton Road Project. On June 5, 2019, the Board of Directors (Board) approved the declaration of APN 0275-211-44 (currently identified as APN 0275-211-59) as surplus property and authorized disposal in accordance with applicable laws and policies. On January 6, 2021, the Board approved the declaration of multiple parcels as surplus property, including APN 0275-231-47 and APN 0275-231-68, and authorized disposal in accordance with applicable laws and policies. In accordance with the Surplus Land Act, SBCTA is required to follow the California Department of Housing and Community Development (HCD) guidelines in connection with declaration and disposal of surplus property. HCD now requires parcels be declared surplus by resolution prior to disposition. Accordingly, staff is now requesting adoption of the assigned resolutions declaring the parcels identified above as surplus property, per HCD requirements.

Financial Impact:

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

Reviewed By:

This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on April 13, 2023. SBCTA General Counsel has reviewed this item and the draft resolutions.

Responsible Staff:

Tracy Escobedo, Management Analyst II

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item
May 3, 2023
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Approved
Board of Directors
Date: May 3, 2023
Witnessed By:

San Bernardino County Transportation Authority

RESOLUTION NO. 23-029

A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY BOARD OF DIRECTORS DECLARING REAL PROPERTY LOCATED IN GRAND TERRACE ASSIGNED ASSESSORS PARCEL NUMBER (APN) 0275-211-59 AS SURPLUS LAND PURSUANT TO THE SURPLUS LAND ACT, GOVERNMENT CODE SECTION 54220 ET SEQ.

WHEREAS, the San Bernardino County Transportation Authority (SBCTA) acquired real property in fee simple adjacent to the west side of the I-215 Freeway, in Grand Terrace, CA assigned APN 0275-211-59 (“Property”), as further described in Exhibit “A,” attached hereto and incorporated herein by this reference; and

WHEREAS, pursuant to the Surplus Land Act, Government Code Section 54220 et seq. (the “Act”), land must be declared either “surplus land” or “exempt surplus land,” as supported by written findings, before a local agency may take any action to dispose of it; and

WHEREAS, pursuant to the Act, “surplus land” means land owned in fee simple by a local agency for which the governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency’s use (Government Code Section 54221); and

WHEREAS, the Property is Vacant Land consisting of an irregular shape, having level topography, containing 1.8 acres; and

WHEREAS, SBCTA Staff has evaluated potential uses for the Property and has determined that the Property is not necessary for any current or future SBCTA use.

NOW, THEREFORE, BE IT RESOLVED, the SBCTA Board of Directors does hereby resolve as follows:

Section 1. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2. The SBCTA Board of Directors hereby declares that the Property is surplus land, as defined by the Act.

Section 3. The SBCTA Executive Director, or his designee, is authorized to proceed with the requirements of the Act to facilitate the disposition of the Property.

Section 4. This resolution shall take effect immediately upon adoption.

PASSED, APPROVED, and ADOPTED on this _____ day of _____, 2023.

Art Bishop, Board President
San Bernardino County Transportation Authority

ATTEST:

Marleana Roman, Clerk of the Board

Attachment: 23-029- Bi County (9567 : Surplus Land Resolutions)

EXHIBIT "A"

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF GRAND TERRACE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 2, BLOCK "C", IN GRAND TERRACE TRACT, IN THE CITY OF GRAND TERRACE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN [BOOK 1, PAGE 33](#), OF MAPS, RECORDS OF SAID COUNTY, AS SHOWN BY A RECORD OF SURVEY ON FILE IN [BOOK 82, PAGE 35](#), OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 2 WITH THE WESTERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED JULY 1, 1958, IN [BOOK 4543, PAGE 302, OF OFFICIAL RECORDS](#) OF SAID COUNTY; THENCE ALONG SAID WESTERLY LINE AND THE NORTHERLY EXTENSION THEREOF, NORTH 43° 25' 43" EAST, 646.35 FEET, MORE OR LESS, TO THE CENTERLINE OF NEWPORT AVENUE, 60.00 FEET WIDE, AS SHOWN ON SAID PLAT, THENCE ALONG SAID CENTERLINE, NORTH 59° 02' 52" WEST, 200.00 FEET; THENCE ALONG A LINE PERPENDICULAR TO THE SOUTH LINE OF SAID LOT 2, SOUTH 30° 58' 27" WEST, 631.09 FEET TO SAID SOUTH LINE; THENCE ALONG SAID SOUTH LINE, SOUTH 59° 01' 33" EAST, 60.60 FEET, TO THE POINT OF BEGINNING."

TOGETHER WITH UNDERLYING FEE INTEREST, IF ANY, CONTIGUOUS TO THE ABOVE-DESCRIBED PROPERTY IN AND TO NEWPORT AVENUE.

THERE SHALL BE NO ABUTTER'S RIGHTS OF ACCESS APPURTENANT TO THE ABOVE-DESCRIBED PROPERTY IN AND TO THE ADJACENT STATE FREEWAY.

THE ABOVE DESCRIBED PARCEL CONTAINS 82,234 SQUARE FEET, MORE OR LESS.

RESOLUTION NO. 23-030

A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY BOARD OF DIRECTORS DECLARING REAL PROPERTY LOCATED IN GRAND TERRACE ASSIGNED ASSESSORS PARCEL NUMBER (APN) 0275-231-68 (PORTION) AS SURPLUS LAND PURSUANT TO THE SURPLUS LAND ACT, GOVERNMENT CODE SECTION 54220 ET SEQ.

WHEREAS, the San Bernardino County Transportation Authority (SBCTA) acquired real property in fee adjacent to the west side of the I-215 Freeway, in Grand Terrace, Can assigned APN 0275-231-68 (portion) (“Property”), as further described in Exhibit “A,” attached hereto and incorporated herein by this reference; and

WHEREAS, pursuant to the Surplus Land Act, Government Code Section 54220 et seq. (the “Act”), land must be declared either “surplus land” or “exempt surplus land,” as supported by written findings, before a local agency may take any action to dispose of it; and

WHEREAS, pursuant to the Act, “surplus land” means land owned in fee simple by a local agency for which the governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency’s use (Government Code Section 54221); and

WHEREAS, the Property is 49,536 square feet vacant land; and

WHEREAS, SBCTA Staff has evaluated potential uses for the Property and has determined that the Property is not necessary for any current or future SBCTA use.

NOW, THEREFORE, BE IT RESOLVED, the SBCTA Board of Directors does hereby resolve as follows:

Section 1. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2. The SBCTA Board of Directors hereby declares that the Property is surplus land, as defined by the Act.

Section 3. The SBCTA Executive Director, or his designee, is authorized to proceed with the requirements of the Act to facilitate the disposition of the Property.

Section 4. This resolution shall take effect immediately upon adoption.

PASSED, APPROVED, and ADOPTED on this _____ day of _____, 2023.

Art Bishop, Board President
San Bernardino County Transportation Authority

ATTEST:

Marleana Roman, Clerk of the Board

EXHIBIT “A”

That portion of Lot 1, Block “G”, according to map of re-subdivision of Grand Terrace Tract, as shown on map recorded in Book 1, Page 33 of Records of Survey, County of San Bernardino, State of California, also lying within Parcel 1 of land described in Certificate of Compliance recorded June 14, 2001 as Document No. 2001-0231648 of Official Records in the office of the County Recorder of said County, described as follows:

BEGINNING at the intersection of Barton Road (50.00 feet half width) and westerly line of said Parcel 1, said westerly line also, being the westerly Right of Way line of State Route 215 as shown on Caltrans District 08 Right of Way Map RW000216-2; thence along said westerly Right of Way, North 14°09'28" East, 26.00 feet; thence North 72°31'01" East, 104.38 feet to the beginning of a curve concave northwesterly having a radius of 130.00 feet; thence northeasterly along said curve, through a central angle of 61°27'37" an arc distance of 139.45 feet; thence North 11°02'59" East, 146.86 feet; thence South 79°03'46" East, 42.42 feet; thence North 16°46'43" East, 47.06 feet; thence North 53°35'22" East, 54.91 feet to the northeasterly corner of said Parcel 1; thence leaving said westerly Right of Way and along said Parcel the following nine course: (1) thence North 79°03'46" West, 200.30 feet; (2) thence South 10°59'28" West, 45.00 feet; (3) thence South 00°15'02" East, 33.00 feet; (4) thence South 23°20'28" West, 76.00 feet; (5) thence South 10°13'33" West, 21.00 feet; (6) thence South 17°20'58" West, 31.00 feet; (7) thence South 22°06'28" West, 109.00 feet; (8) thence South 20°16'58" West, 48.00 feet; (9) thence South 14°09'28" West, 66.17 feet to the **POINT OF BEGINNING**.

There shall be no abutter's rights, including rights of access, appurtenant to the above described real property in and to the adjacent State freeway.

Containing 49,536 Square feet, more or less

The distances used in the above description are based on the California Coordinate System of 1983, (2007) Zone 5. Divide all distances used in the above description by 0.9999594 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature: 
Professional Land Surveyor

Date: 3/9/22



Attachment: 23-030 Ex A (9567 : Surplus Land Resolutions)

RESOLUTION NO. 23-042

A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY BOARD OF DIRECTORS DECLARING REAL PROPERTY LOCATED IN GRAND TERRACE ASSIGNED ASSESSORS PARCEL NUMBER (APN) 0275-231-47 AS SURPLUS LAND PURSUANT TO THE SURPLUS LAND ACT, GOVERNMENT CODE SECTION 54220 ET SEQ.

WHEREAS, the San Bernardino County Transportation Authority (SBCTA) acquired real property in fee simple adjacent to the west side of the I-215 Freeway, in Grand Terrace, CA assigned APN 0275-231-47 (“Property”), as further described in Exhibit “A,” attached hereto and incorporated herein by this reference; and

WHEREAS, pursuant to the Surplus Land Act, Government Code Section 54220 et seq. (the “Act”), land must be declared either “surplus land” or “exempt surplus land,” as supported by written findings, before a local agency may take any action to dispose of it; and

WHEREAS, pursuant to the Act, “surplus land” means land owned in fee simple by a local agency for which the governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency’s use (Government Code Section 54221); and

WHEREAS, the Property is a 72,355 square feet parcel, and

WHEREAS, SBCTA Staff has evaluated potential uses for the Property and has determined that the Property is not necessary for any current or future SBCTA use.

NOW, THEREFORE, BE IT RESOLVED, the SBCTA Board of Directors does hereby resolve as follows:

Section 1. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2. The SBCTA Board of Directors hereby declares that the Property is surplus land, as defined by the Act.

Section 3. The SBCTA Executive Director, or his designee, is authorized to proceed with the requirements of the Act to facilitate the disposition of the Property.

Section 4. This resolution shall take effect immediately upon adoption.

PASSED, APPROVED, and ADOPTED on this _____ day of _____, 2023.

Art Bishop, Board President
San Bernardino County Transportation Authority

ATTEST:

Marleana Roman, Clerk of the Board

Attachment: 23-042 Barton Surplus (9567 : Surplus Land Resolutions)

EXHIBIT "A"

That portion of Lot 1, Block G, in the City of Grand Terrace, County of San Bernardino, State of California, according to Map of Re-Subdivision of Grand Terrace Tract, as per plat recorded in Book 1 of Record Surveys, page 33, Records of San Bernardino County, described as follows:

COMMENCING at a point 481.81 feet Easterly from the intersection of Barton Road and Grand Avenue; thence North 11°30'15" East, 99.97 feet to the **POINT OF BEGINNING**; thence continuing North 11°30'15" East, 454.76 feet; thence South 75°14'53" East 397.09 feet to a point on that parcel conveyed to the State of California by deed recorded December 10, 1956 in Book 4105, page 105 of Official Records of said County at thereof; thence South 50°31'48" West 248.93 feet to the beginning of a curve, concave northwesterly, and having a radius of 370.00 feet; thence southwesterly along said curve, through an angle of 12°28'09", an arc length of 80.52 feet; thence, tangent South 63°00'00" West, 140.48 feet to the beginning of a curve, concave southeasterly, and having a radius of 230.00 feet; thence southwesterly along said curve, through an angle of 22°18'33", an arc length of 89.55 feet; thence, South 40°41'31" West, 30.95 feet to the **POINT OF BEGINNING**.

EXCEPTING, therefrom all minerals, oils, gases and other hydrocarbons by whatsoever name known that may be within or under the parcel of land, without, however, the right to drill, dig or mine through the surface thereof, as to that portion of said land as set forth in the Directors Deed from the State of California, recorded April 26, 1961, in Book 5414, page 332 of Official Records of said County.

This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the State all those certain abutter's rights and rights of access conveyed to the San Bernardino County Transportation Authority in document titled FINAL ORDER OF CONDEMNATION, recorded August 3, 2018, Doc# 2018-0283538, Official Records of said County.

The distances used in the above description are based on the California Coordinate System of 1983, Zone 5. Divide all distances used in the above description by 0.9999594 to obtain ground level distances.

Attachment: 23-042 Ex A (9567 : Surplus Land Resolutions)

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature: _____

Professional Land Surveyor

Date: _____

02/03/22



Attachment: 23-042 Ex A (9567 : Surplus Land Resolutions)

Minute Action

AGENDA ITEM: 12

Date: May 3, 2023

Subject:

Interstate 10 Mount Vernon Avenue Interchange Improvement Project Amendment No. 2 to Contract No. 18-1001869 and Award Construction Management Contract No. 23-1002845

Recommendation:

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

- A. Approve Amendment No. 2 to Contract No. 18-1001869 with Kimley-Horn and Associates, Inc., for preparation of the Project Approval and Environmental Document, Plans, Specifications and Estimates, Right-of-Way and Construction Support Design Services for the Interstate 10 (I-10) Mount Vernon Avenue Interchange Improvement Project and to extend the period of performance for an additional five (5) years to June 30, 2028; and
- B. Approve an exemption to Policy 11000, Contract Term, Section IV.B.4, to extend Contract No. 18-1001869 beyond the five (5) year term.
- C. Approve award of Contract No. 23-1002845 with SYRUSA Engineering, Inc. for Construction Management Services for the I-10 Mount Vernon Avenue Improvement Project, in an amount not-to-exceed \$6,893,203.83; and
- D. Approve a contingency amount of \$689,320.38 for Contract No. 23-1002845 and authorize the Executive Director, or his designee, to release contingency as necessary for the project.

Background:

The intent of this agenda item is to extend the Kimley-Horn and Associates, Inc. (Kimley-Horn) Design Contract No. 18-1001869 and award SYRUSA Engineering, Inc. the Construction Management Services Contract No. 23-1002845 for the Interstate 10 (I-10) Mount Vernon Avenue Interchange Improvement Project (Project).

The Project will improve traffic operations and local circulation at the I-10 Mount Vernon Avenue intersection at Valley Boulevard and the westbound I-10 entrance ramp. Currently, this five-legged intersection is regularly congested and operates under degraded conditions in both the morning and evening peak periods.

PART I - DESIGN CONTRACT EXTENSION

On July 11, 2018, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) awarded Contract No. 18-1001869 to Kimley-Horn for preparation of the Project Approval and Environment Document (PA/ED), the Plans, Specifications, and Estimates (PS&E), and for support services for the Right-of-Way (ROW) engineering and construction phases of the Project in an amount not-to-exceed \$3,486,045. The Board also approved a contingency amount for Contract No. 18-1001869 in the amount of \$535,105.

In March 2020, the Board approved Amendment No. 1 for added scope and contingency release to prepare a Historical Resources Evaluation Report (HRER) as required for the Project.

In July 2020, Contingency Amendment 1A was approved for Kimley-Horn to prepare and develop a higher level environmental document.

Entity: San Bernardino County Transportation Authority

In May 2022, Contingency Amendment 1B was approved for Kimley-Horn to design additional retaining walls needed for the Project.

Recommendation A:

Staff requests approval of Amendment No. 2 to Contract No. 18-1001869, with Kimley-Horn to extend the contract term for an additional five (5) years to June 30, 2028. This time extension will allow the designer to complete final design and also provide design support during construction that is estimated to be completed by spring 2027. The contract amendment is recommended on the basis that the consultant is found to be preeminently positioned to perform the work due to their specific qualifications, unique knowledge and requirements of the project.

Recommendation B:

Staff requests exemption from Contracting and Procurement Policy 11000, Contract Term, Section IV.B.4, which limits contract terms to five (5) years. Since the contract with Kimley-Horn includes multiple phases extending beyond the five (5) years it is necessary to encompass to the overall project schedule.

PART II - CONSTRUCTION MANAGEMENT CONTRACT AWARD

On November 9, 2022, the SBCTA Board approved the release of Request for Proposals (RFP) No. 23-1002845 for the Construction Management Services for the Project.

The RFP No. 23-1002845 was released on November 9, 2022, and was sent electronically to approximately 563 consultants registered on PlanetBids. The solicitation was downloaded by 67 firms. The solicitation was issued in accordance with current SBCTA policies and procedures for professional services.

The RFP was posted on the SBCTA website, to engage a firm to provide Construction Management Services for the Project. A pre-proposal meeting was held on November 16, 2022, and was attended by 15 firms. Powerpoint slides presented at the pre-proposal meeting and list of attendees were posted on PlanetBids on November 18, 2022. Response to questions were posted on PlanetBids on November 29, 2022.

Proposals were received by the date and time specified in the RFP from the following firms: SYRUSA Engineering, Inc., Fountainhead, Berg & Associates, EXP U.S. Services, and Psomas. All five (5) firms were invited to interview on January 19, 2023.

The Evaluation Committee, consisting of all SBCTA employees, considered all five (5) firms qualified to perform the work specified in the RFP. The highest ranked firm, SYRUSA Engineering, Inc. scored the highest in technical and overall score, and is being selected for demonstrating a clear and thorough understanding of the scope of work (SOW), proposing a highly qualified team, and a good work plan. Evaluation forms and reference checks are located in the Contract Audit File.

Subsequent to the committee's recommendation for selection, staff negotiated the final cost and scope with the consultant.

Recommendation C:

Staff recommends approval to award Contract No. 23-1002845 to SYRUSA Engineering, Inc. for Construction Management Services for the Project, in an amount not-to-exceed \$6,893,203.83.

Board of Directors Agenda Item

May 3, 2023

Page 3

Recommendation D:

Staff recommends approval of a contingency amount of \$689,320.38 for Contract No. 23-1002845 and authorization for the Executive Director, or his designee, to release contingency as necessary for the project.

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget under Task No. 0830 Interchange Projects, Sub-Task No. 0898 I-10 Mount Vernon Avenue Interchange.

Reviewed By:

This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on April 13, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item, the draft amendment and the draft agreement.

Responsible Staff:

Kristi Harris, Construction Manager

Approved
Board of Directors
Date: May 3, 2023

Witnessed By:

Contract Summary Sheet

12.a

General Contract Information

Contract No: 18-1001869 Amendment No.: 2
 Contract Class: Payable Department: Project Delivery
 Vendor No.: 01179 Vendor Name: Kimley-Horn and Associates, Inc.

Description: I-10 Mount Vernon Avenue PA/ED, PS&E & R/W Services

List Any Related Contract Nos.: 18-1001904 & 18-1001905

Dollar Amount							
Original Contract		\$	3,486,045.00	Original Contingency		\$	535,105.0
Prior Amendments		\$	23,000.00	Prior Amendments		\$	-
Prior Contingency Released		\$	433,556.67	Prior Contingency Released (-)		\$	(433,556.6
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	3,942,601.67	Total Contingency Value		\$	101,548.3
	Total Dollar Authority (Contract Value and Contingency)					\$	4,044,150.0

Contract Authorization

Board of Directors Date: 05/03/2023 Board Item # 9561

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No No Budget Adjustment

Local Design N/A

Accounts Payable

Estimated Start Date: 06/06/2018 Expiration Date: 06/30/2023 Revised Expiration Date: 06/30/2028

NHS: Yes QMP/QAP: Yes Prevailing Wage: Yes

							Total Contract Funding:		Total Contingency:	
							\$	3,942,601.67	\$	101,548.33
GL:	6010:	40:	0830:	0898:	52001:	41100000:	640	MSI Freeway Program	3,741,528.98	96,369.37
GL:	4120:	40:	0830:	0898:	52001:	42407009:	640	City of Colton	201,072.69	5,178.96
GL:								-	-	-
GL:								-	-	-
GL:								-	-	-
GL:								-	-	-
GL:								-	-	-
GL:								-	-	-
GL:								-	-	-
GL:								-	-	-
GL:								-	-	-

Juan Lizarde

Project Manager (Print Name)

Henry Stultz

Task Manager (Print Name)

Additional Notes:

Attachment: 18-1001869-02_CSS (9561 : I-10 Mt Vernon Ave Amendment No. 2 to Contract 18-1001869 & Contract 23-1002845 CM Award)

**AMENDMENT NO. 2 TO CONTRACT 18-1001869
FOR
PROJECT REPORTS, ENVIRONMENTAL DOCUMENT,
PLANS, SPECIFICATIONS, AND ESTIMATES SERVICES
FOR THE INTERSTATE 10 & MOUNT VERNON AVENUE INTERCHANGE
PROJECT
(KIMLEY-HORN AND ASSOCIATES, INC.)**

This Amendment No. 2 to Contract No. 18-1001869 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 Kimley-Horn and Associates, Inc., (“CONSULTANT”), whose address is: 3880 Lemon Street, Suite 420, Riverside, CA 92501. SBCTA and CONSULTANT are each a “Party” and collectively the “Parties”.

RECITALS:

- A. On July 26, 2018, SBCTA and CONSULTANT entered into a contract for Project Approval and Environmental Document (PA/ED), and Plans, Specifications and Estimates (PS&E) Services for the Interstate 10 & Mount Vernon Avenue Interchange Project (PROJECT) in the City of Colton (CONTRACT).
- B. In March 2020, SBCTA and CONSULTANT executed Amendment No. 1 to add additional scope and fee to prepare a Historical Resources Evaluation Report (HRER), not included in the original contract scope.
- C. In July 2020, SBCTA and CONSULTANT executed Contingency Amendment 1A to perform an Initial Study/Mitigated Negative Declaration (IS/MND) for the Environmental Document.
- D. In May 2022, SBCTA and CONSULTANT executed Contingency Amendment 1B for additional retaining walls and geotechnical investigation.
- E. PARTIES now seek to amend the CONTRACT to extend the expiration date for an additional 5 years to cover the final design and construction support phases.

IT IS THEREFORE MUTUALLY AGREED TO AMEND THE CONTRACT AS FOLLOWS:

- 1. ARTICLE 4.1, is revised and restated in its entirety to read as follows:

“This Contract shall go into effect on August 6, 2018, contingent upon approval by SBCTA's Awarding Authority, and CONSULTANT shall commence work after written

notification to proceed by SBCTA' s Procurement Analyst. The CONTRACT shall end on **June 30, 2028**, unless extended by written amendment.”

2. All other terms and conditions of the Contract shall remain in full force and effect.
3. This Amendment No. 2 is deemed to be included and made part of the Contract.
4. This Amendment No. 2 will be effective upon execution by SBCTA.

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

DRAFT

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

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

**KIMLEY-HORN & ASSOCIATES, INC.
A NORTH CAROLINA CORPORATION**

By: _____
Art Bishop
Board President

Date: _____

By: _____

Dennis Landaal
Senior Vice President

Date: _____

By: _____

Jason Valencia
Assistant Secretary

Date: _____

APPROVED AS TO FORM:

By: _____
Juanda L. Daniel
Assistant General Counsel

Date: _____

CONCURRENCE:

By: _____
Shaneka Morris
Procurement Manager

Date: _____

Attachment: 18-1001869-02 (9561 : I-10 Mt Vernon Ave Amendment No. 2 to Contract 18-1001869 & Contract 23-1002845 CM Award)

Contract Summary Sheet

12.c

General Contract Information

Contract No: 23-1002845 Amendment No.: _____
 Contract Class: Payable Department: Project Delivery
 Vendor No.: 03736 Vendor Name: SYRUSA Engineering, Inc.

Description: Construction Management Services for I-10 Mount Vernon Improvement Project

List Any Related Contract Nos.: 18-1001904 & 18-1001905

Dollar Amount							
Original Contract		\$	6,893,203.83	Original Contingency		\$	689,320.3
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	6,893,203.83	Total Contingency Value		\$	689,320.3
	Total Dollar Authority (Contract Value and Contingency)					\$	7,582,524.2

Contract Authorization

Board of Directors Date: 05/03/2023 Board Item # 9561

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No No Budget Adjustment

Local Construction Management N/A

Accounts Payable

Estimated Start Date: 05/15/2023 Expiration Date: 05/13/2028 Revised Expiration Date: _____

NHS: Yes OMP/QAP: Yes Prevailing Wage: Yes

							Total Contract Funding:		Total Contingency:	
							\$	6,893,203.83	\$	689,320.38
GL	4120	40	0830	0898	52001	41100000	640	MSI Freeway Program	6,541,650.43	654,165.04
GL	6010	40	0830	0898	52001	42407009	640	City of Colton	351,553.40	35,155.34
GL								-	-	-
GL								-	-	-
GL								-	-	-
GL								-	-	-
GL								-	-	-
GL								-	-	-
GL								-	-	-
GL								-	-	-
GL								-	-	-

Kristi Harris

Construction Manager (Print Name)

Henry Stultz

Task Manager (Print Name)

Additional Notes:

Attachment: 23-1002845_CSS (9561 : I-10 Mt Vernon Ave Amendment No. 2 to Contract 18-1001869 & Contract 23-1002845 CM Award)

CONTRACT 23-1002845**BY AND BETWEEN****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND****SYRUSA ENGINEERING, INC.****FOR****CONSTRUCTION MANAGEMENT SERVICES FOR THE MT. VERNON AVENUE
IMPROVEMENT PROJECT AT INTERSTATE 10**

This contract (“Contract”) is made and entered into by and between the San Bernardino County Transportation Authority, (“SBCTA”), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and SYRUSA Engineering, Inc. (“CONSULTANT”), whose address is: 3281 East Guasti Road Suite 700-#7000, 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:

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 2/3/23 (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 Construction 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 Construction 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 Analyst. The Contract shall end five years from the date of the notice to proceed, 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 \$289,067.07. 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 \$6,893,203.83.
- 5.10 Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by SBCTA. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
- 5.11 All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE 6. TERMINATION

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

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

6.2 Termination for Cause

- 6.2.1 In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed against CONSULTANT or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its subconsultants related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the products and finished Work by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT of the same or any other provision, nor be deemed to waive, amend, or modify this Contract.
- 6.2.2 CONSULTANT shall deliver to SBCTA all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA within ten (10) working days of said notice.
- 6.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONSULTANT be entitled to any payment for prospective profits or any damages because of such termination.
- 6.3.1 All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE 7. **FUNDING REQUIREMENTS**

- 7.1 It is mutually understood between the Parties that this Contract may have been written before ascertaining the availability of funds or appropriation of funds for the mutual benefit of both Parties, in order to avoid program or fiscal delays that would occur if the Contract were executed after that determination was made.
- 7.2 This Contract is valid and enforceable only if sufficient funds are made available to SBCTA for the purpose of this Contract. In addition, this Contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by Congress, State Legislature, or SBCTA governing board that may affect the provisions, terms, or funding of this Contract in any manner.

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

ARTICLE 8. CHANGE IN TERMS

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

ARTICLE 9. DISADVANTAGED BUSINESS ENTERPRISE

Intentionally Omitted

ARTICLE 10. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

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

ARTICLE 11. CONTINGENT FEE

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

ARTICLE 12. RETENTION OF RECORDS/AUDIT

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

ARTICLE 13. DISPUTES

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

ARTICLE 14. AUDIT REVIEW PROCEDURES

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

ARTICLE 15. SUBCONTRACTING

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

ARTICLE 16. EQUIPMENT PURCHASE

- 16.1. Prior authorization in writing by SBCTA shall be required before CONSULTANT enters into any unbudgeted purchase order or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- 16.2. When seeking SBCTA's prior written authorization for purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000, CONSULTANT must submit three competitive quotations with the request, or the absence of bidding must be adequately justified.
- 16.3. Any equipment purchased as a result of this Contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, SBCTA shall receive a proper refund or credit at the conclusion of the Contract, or if the Contract is terminated, CONSULTANT may either keep the equipment and credit SBCTA in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established SBCTA procedures, and credit SBCTA in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to SBCTA and CONSULTANT. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by SBCTA."
- 16.4 All subcontracts in excess \$25,000 shall contain the above provisions.

ARTICLE 17. INSPECTION OF WORK

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

ARTICLE 18. SAFETY

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

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

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

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

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

- Consultant shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$10,000,000 each occurrence.**
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
 - \$10,000,000 per occurrence limit for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury
 - \$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 subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the CGL insurance coverage with limits not less than:

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

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

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

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

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

19.1.5 Commercial Auto. The policy must include the following:

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

- The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

19.1.6 Pollution Liability Intentionally Omitted.

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

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

19.1.8 Railroad Protective Liability The policy must include the following:

- Should the CONSULTANT need to perform activities in a railroad right-of-way, SBCTA's Risk Manager and/or a railroad operator may require CONSULTANT to provide Railroad Protective Liability.
- In such a case, the policy shall be in amounts and coverages and from issuers, acceptable to SBCTA's Risk Manager in his/her sole discretion.
- Depending on facts and circumstances, and the terms and conditions of the policy involved, SBCTA's Risk Manager may choose to find that the CONSULTANT satisfactorily meets this requirement by obtaining one of the following: a) an acceptable Railroad Protective Liability specific policy; b) a waiver of any railroad liability exclusion from the CONSULTANT's existing general liability policy; or c) acceptable general liability insurance without a railroad exclusion.

19.2 General Provisions

- #### 19.2.1 Qualifications of Insurance Carriers - If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the 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 No Representations or Warranties. SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONSULTANT against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.
- 19.2.3 Additional Insured Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name San Bernardino County Transportation Authority (SBCTA), California Department of Transportation (Caltrans), City of Colton and their respective officers, directors, members, employees, and agents, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability but shall allow coverage for SBCTA to the full extent provided by the policy.
- 19.2.4 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Construction Manager's name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.
- 19.2.5 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-contractor to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. Without SBCTA's Risk Manager's expressed written approval no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate

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

- 19.2.6 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant with the exception of Professional Liability and Worker's Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 19.2.7 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.
- 19.2.8 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA 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 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 19.2.11 Non-Limitation of Insurance Requirements. The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the CONSULTANT's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the CONSULTANT shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the CONSULTANT is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the CONSULTANT arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Sub-contractor. The CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.
- 19.2.12 Review of Coverage. SBCTA may at any time review the coverage, form, and amount of insurance required under this contract, and may require the CONSULTANT to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk that exists at that time. SBCTA may change the insurance coverages and limits required under this

contract by notice to the CONSULTANT, whereupon the CONSULTANT will, within sixty (60) days of such notice date, procure the additional and/or modified insurance coverages. Upon such change any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a 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 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 California Department of Transportation (Caltrans), City of Colton, and their officers, employees, and agents ("Indemnitees") from any and all claims, actions, losses, damages and/or liability (Claims) arising out of or related to any act or omission of CONSULTANT or any of its officers, employees, agents, subconsultants 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 data provided by CONSULTANT under this Contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of or connected with any use by SBCTA of the project documentation for other projects or additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- 21.4 Applicable patent rights provisions regarding rights to inventions shall be included in the Contract as appropriate (48 CFR 27, subpart 27.3).
- 21.5 SBCTA may permit copyrighting reports or other agreement products. If copyrights are permitted, the Contract shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.
- 21.6 Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.

ARTICLE 22. CLAIMS FILED BY SBCTA's CONSTRUCTION CONTRACTOR

- 22.1 If claims are filed by SBCTA's construction contractor relating to Work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims, CONSULTANT agrees to make its personnel available for consultation with SBCTA and legal staff, and for testimony, if necessary, at depositions, administrative proceedings, trial or arbitration proceedings.
- 22.2 CONSULTANT's personnel that SBCTA considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from SBCTA. Consultation or testimony will be reimbursed at the same rates, including travel costs, that are being paid for the CONSULTANT's personnel services under this Contract.
- 22.3 Services of the CONSULTANT's personnel in connection with SBCTA's construction

contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Contract in order to resolve the construction claims.

- 22.4 Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.

ARTICLE 23. CONFIDENTIALITY OF DATA

- 23.1 All financial, statistical, personal, technical, or other data and information relative to SBCTA's operations which are designated confidential by SBCTA and made available to CONSULTANT in order to carry out this Contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- 23.2 Neither permission to disclose information on one occasion, nor public hearing held by SBCTA relating to the Contract shall authorize CONSULTANT to further disclose such information or disseminate the same on any other occasion.
- 23.3 CONSULTANT shall not comment publicly to the press or any other media, including social media, regarding the Contract or SBCTA's actions on the same, except to SBCTA's staff, CONSULTANT's own personnel involved in the performance of this Contract, at public hearings, or in response to questions from a SBCTA Board Committee or other public meeting approved by SBCTA.
- 23.4 CONSULTANT shall not issue any news release or public relations item of any nature whatsoever regarding Work performed or to be performed under this Contract without first obtaining SBCTA's review and written permission.
- 23.5 Any SBCTA communications or materials to which CONSULTANT or its subconsultants or agents have access and materials prepared by CONSULTANT under the terms of this Contract shall be held in confidence by CONSULTANT, who shall exercise reasonable precautions to prevent the disclosure of confidential information to anyone except as expressly authorized by SBCTA. Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine, and shall be confidential. CONSULTANT shall not release any reports, information or promotional material or allow for the use of any photos related to this Contract for any purpose without prior written approval of SBCTA.
- 23.6 Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- 23.7 CONSULTANT, its employees, agents and subconsultants shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information ("PII") and/or Sensitive Security Information ("SSI") will be required to execute a Confidentiality Agreement.

ARTICLE 24. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

ARTICLE 25. EVALUATION OF CONSULTANT

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

ARTICLE 26. RETENTION OF FUNDS

- 26.1 Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- 26.2 SBCTA shall hold retainage of 5% of the total contract amount from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by SBCTA, of the Work, and pay retainage to CONSULTANT based on these acceptances. CONSULTANT, or subconsultant, shall return all monies withheld in retention from a subconsultant within thirty (30) days after receiving payment for Work satisfactorily completed and accepted, including incremental acceptances of portions of the Work by SBCTA. Federal law (49 CFR 26.20) requires that any delay or postponement of payment over thirty (30) days may take place only for good cause and with SBCTA's prior written approval. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or non-payment by the CONSULTANT, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE consultants and subconsultants.

ARTICLE 27. RESPONSIBILITY OF CONSULTANT

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

or uncertainties, which could pose potential risk to SBCTA or the Project. CONSULTANT shall immediately document such matters and notify SBCTA in writing. CONSULTANT shall also similarly notify SBCTA as to the possibility of any natural catastrophe, potential failure, or any situation that exceeds environmental, design, and/or construction assumptions and could precipitate a failure of any structure or other part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which enables SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

27.3 INTENTIONALLY OMITTED

27.4 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.

ARTICLE 28. TECHNICAL DIRECTION

28.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Construction 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 Construction Manager does not have the authority to, and may not, issue any Technical Direction which:

28.2.1 Increases or decreases the Scope of Work;

- 28.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;
 - 28.2.3 In any manner causes an increase or decrease in the Contract price as identified in this Contract, or the time required for Contract performance;
 - 28.2.4 Changes any of the expressed terms, conditions or specifications of the Contract, unless identified herein;
 - 28.2.5 Interferes with the CONSULTANT's right to perform the terms and conditions of the Contract; or
 - 28.2.6 Approves any demand or claim for additional payment.
- 28.3 Failure of CONSULTANT and SBCTA's Construction 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 Construction Manager.
- 28.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA's Construction 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 Construction Manager falls within one of the categories defined in 27.2.1 through 27.2.6, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from the CONSULTANT, SBCTA shall:
- 28.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of the CONSULTANT's letter that the Technical Direction is or is not within the scope of this Contract.
 - 28.5.2 Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

ARTICLE 29. KEY PERSONNEL

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

Name	Job Classification/Function
Gerardo De Santos, PE	Project Manager
Steven Quezada, PE	Resident Engineer
Luis Negrete, PE	Structure Representative

ARTICLE 30. REPRESENTATIONS

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

ARTICLE 31. TAXES, DUTIES AND FEES

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

ARTICLE 32. PERMITS AND LICENSES

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

ARTICLE 33. STATEMENT OF COMPLIANCE

- 33.1 CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and 2 California Code of Regulations Section 8103.
- 33.2 During the performance of this Contract, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation or military or veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 et seq.) and the applicable regulations promulgated there under (2 California Code of Regulations §§ 7286.0 et seq.). CONSULTANT and subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- 33.3 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, its employees, nor any firm affiliated with CONSULTANT providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this Contract. An affiliated firm is one subject to the control of the same persons through joint ownership or otherwise.
- 35.5 CONSULTANT further certifies that neither CONSULTANT nor any firm affiliated with CONSULTANT will bid on any construction subcontracts included within the construction

contract. Additionally, CONSULTANT certifies that no person working under this Contract is also employed by the construction contractor for any project included within this Contract.

- 35.6 Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing services on this Contract shall have provided services on the design of any project included within this Contract.

ARTICLE 36. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

ARTICLE 37. NOTIFICATION

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

To CONSULTANT	To SBCTA
3281 East Guasti Road Suite 700-#7000	1170 W. 3rd Street, 2nd Floor
Ontario, CA 91761	San Bernardino, CA 92410-1715
Attn: Jose Corona	Attn. Khalid Bazmi
	cc:Procurement Manager
	procurement@gosbcta.com
Phone: (562) 833-4622	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.

SYRUSA ENGINEERING, INC.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Jose Corona
Chief Executive Officer

By: _____
Art Bishop
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Mary Zahlout
Chief Financial Officer

By: _____
Juanda L. Daniel
Assistant General Counsel

Date: _____

Date: _____

CONCURRENCE

By: _____
Shaneka M. Morris
Procurement Manager

Date: _____

EXHIBIT A – “SCOPE OF WORK”

INDEX

- A. DESCRIPTION OF SERVICES
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A. **DESCRIPTION OF SERVICES**

The San Bernardino County Transportation Authority (SBCTA) will utilize the services of CONSULTANT to support the construction activities for the Project. The CONSULTANT will provide construction management, materials testing, and construction surveying for the Project. A description of the Project is given below.

Project Description

This project proposes to construct improvements to Mount (Mt.) Vernon Avenue at the Interstate 10 (I-10) Interchange to improve traffic operation as well as improve bicycle and pedestrian access along Mt. Vernon Avenue through the interchange. The Mt. Vernon Avenue Interchange on I-10 is in the City of Colton in San Bernardino County. The project limits along I-10 begin at the 9th Street (St.) Interchange Post Mile (PM) R22.7 to the west and end at the I-215 Interchange PM R24.3. The project area extends along Mt. Vernon Avenue approximately 540 feet north of the existing freeway centerline and approximately 640 feet south of the existing freeway centerline at the Union Pacific Railroad (UPRR) bridge overcrossing.

The existing Mt. Vernon Avenue, through the interchange has four striped lanes, which transitions to three striped through lanes north of the eastbound ramps. The Build Alternative (Preferred Alternative) will accommodate four continuous through lanes through the interchange, two additional left turn lanes in the northbound direction, and bike lanes in both directions. The Mt. Vernon Avenue overcrossing structure will be reconstructed to accommodate the widening on Mt. Vernon Avenue and the future widening of the I-10 freeway to its ultimate configuration.

The City of Colton has a separate project which will widen Mt. Vernon Avenue from two through lanes to four through lanes from the I-10 eastbound ramps to approximately 300 feet south of the intersection. This project will further widen the southern leg of the intersection to accommodate a northbound dedicated left turn lane to E. Mission Street.

North of the bridge, the existing five-leg intersection connecting Mt. Vernon Avenue and East Valley Boulevard to the I-10 westbound on-ramp, would be realigned with exclusive turn lanes, signalization, and signage improvements incorporated to improve traffic operations. The existing westbound on-ramp and eastbound off-ramp are proposed to be modified to accommodate the wider and taller bridge structure.

The project also addresses bicycle and pedestrian modes of travel. Specifically, it would upgrade bicycle access from Class III to Class II bike lane with striped buffer in each direction through the interchange. For pedestrians, it would add a sidewalk on the northeastern side of the bridge and address Americans with Disabilities Act (ADA) access with up-to-date curb ramps.

Improvements to the Mt. Vernon Avenue at the I-10 Interchange will be funded by San Bernardino County Transportation Authority (SBCTA) and the City of Colton as part of the Measure I Program. The project is part of the Valley Interchange Program identified in the Measure I Ordinance approved by San Bernardino County voters in 2004.

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 reviews; construction project advertising, bid analysis, and award; construction inspection; construction surveying, materials testing, source inspection, contractor interface and contract administration; office engineering; and other assorted duties as appropriate in managing construction of a Caltrans improvement project.

CONSULTANT shall assign a full-time Resident Engineer and one Structures Representative 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 and Structures Representative assigned for this project shall both be licensed as a Professional Civil Engineers in the State of California at the time of proposal submittal and through the duration of the contract. The Consultant is expected to provide a Structures Representative, Survey personnel, and Materials Testing/Source Inspection personnel 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 will establish the firm's ability to adequately and appropriately staff and manage the project both during pre-construction period, during the construction phase and the close-out phase. CONSULTANT will be required to provide a resource loaded staffing plan broken down for the entire duration of the project with the proposal and on a monthly basis during the course of construction showing resources and costs to SBCTA through project completion. If selected Consultant shall provide lookahead monthly updates to the aforementioned staffing plan showing cost to complete through planned project completion date.

CONSULTANT shall provide qualified construction management and inspection, materials testing and source inspection, construction surveying and public relations liaison 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 CONSULTANT shall report to and receive direction from SBCTA through the Construction Manager, or his designees. The SBCTA Construction Manager is responsible for coordination of all SBCTA construction activities and for coordinating the efforts of the total construction team. The SBCTA Construction Manager will be the main contact and primary source of information between SBCTA, cities, outside agencies, supporting consultants and the public for the construction project.

B. PERFORMANCE REQUIREMENTS

Construction Management: CONSULTANT shall furnish a Project Manager to coordinate CONSULTANT operations with SBCTA. The Project Manager shall be responsible for all

matters related to CONSULTANT personnel and operations. The Project Manager may also serve as the Resident Engineer.

CONSULTANT shall also furnish a Resident Engineer and a Structures Representative. The Resident Engineer shall be assigned to direct and coordinate construction activities under this contract. Other Assistant Resident Engineers and Assistant Structures Representative/Structures Inspector may be assigned to each specific project responsibilities as needed. The Resident Engineer and Structures Representative shall be a Civil Engineers 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 Construction Manager.

Consultant shall be responsible for finalizing a Source Inspection Quality Management Plan (SIQMP) to match the project requirements, assist SBCTA in gaining Caltrans approval, and manage the SIQMP. The SIQMP shall meet SBCTA and Caltrans requirements. Consultant shall provide Structural Materials Representative (SMR), Steel inspectors, Non-destructive Steel Inspectors, Coating Inspectors, Precast Concrete Inspectors and other source inspectors as needed.

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

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

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

Construction surveying services will be provided on an on-call basis. It is the intent of SBCTA to maintain a consistency of construction survey quality throughout each phase of each project. Therefore, CONSULTANT is encouraged to provide the same field personnel for the

duration of construction. It is important that the Field Party Chief(s) assigned to a project be completely familiar with the survey requirements and the assignments for the Project.

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

CONSULTANT personnel will:

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

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

C. **DUTIES AND RESPONSIBILITIES**

1. Pre-construction Services

a. Schedule

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

b. Budget

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

c. Constructability Review

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

d. Utility Relocation assistance

2. Bid Process

a. Bid Documents

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

- 1) Review of bid documents
- 2) Preparation of bid tabulations
- 3) Verify Design Engineer's and Independent Engineer's Estimate

b. Pre-construction Meetings

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

c. Contract Award

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

- 1) Review of bid for completeness and responsiveness.
- 2) Perform bid analysis.
- 3) Development of contractor payment schedules, and other procedural items.
- 4) Checking Contractor references, licenses, insurance, and sureties.
- 5) Coordination with prospective Contractor for award of construction contract(s).

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

3. Project Administration

- a. CONSULTANT shall administer Project construction contracts using Caltrans Construction Manual as a guideline.
- b. CONSULTANT shall conduct regular Project coordination meetings with Contractor, SBCTA, local agencies, and design engineer, as appropriate.
- c. CONSULTANT shall prepare Contractor progress payments and maintain payment records and supporting documentation. All progress payments shall be reviewed by SBCTA for approval.
- d. CONSULTANT shall provide reports as needed to comply with specific funding requirements.
- e. CONSULTANT shall establish and maintain Project records in accordance with the Caltrans Construction Manual. Project record keeping shall include, but are not limited to, correspondence, memoranda, contract documents, change orders, claims, SBCTA and engineer directives, meeting minutes, shop drawings, supplementary drawings, and requests for payment. CONSULTANT shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractors, subcontractors, and principal material suppliers.
- f. CONSULTANT shall establish and maintain a filing system in hard copies files and in electronic forms for each Project using the Caltrans Construction Manual as a guideline. Electronic data documentation will be required to be uploaded monthly to the SBCTA Major Projects Portal
- g. CONSULTANT shall monitor Contractors' construction schedules on an ongoing basis and alert SBCTA to conditions that may lead to delays in completion of the Project.

- h. CONSULTANT shall prepare and submit a monthly Activity Summary Report for the Project in a format approved by SBCTA. The activity report shall include among other items status of SWPPP issues, RFIs, contract change orders, and notice of potential claims; construction activities completed, ongoing, and upcoming; status of Project budget and schedule, and other highlights and critical issues.
 - i. CONSULTANT shall review and ensure compliance with environmental requirements.
 - j. CONSULTANT shall participate in partnering sessions with the Contractor, SBCTA, and Local Agencies, as required.
 - k. CONSULTANT shall ensure that the Project meets all provisions of the SBCTA Construction Materials Quality Assurance Program and Caltrans Quality Assurance Program Manual.
 - l. CONSULTANT shall review Contractors' certified payroll records and ensure compliance with the requirements of the construction contract.
 - m. CONSULTANT shall ensure that the Project meets all provisions of the Storm Water Pollution Prevention Plan (SWPPP).
 - n. CONSULTANT shall assure that the Project meets all applicable regulations of the Air Quality Management District (AQMD) and State Water Resource Control Board (SWRCB).
 - o. CONSULTANT shall maintain redlined as-built plans on an ongoing basis throughout the duration of the Project. Redlined plans shall show all changes made to the original contract plans, each change identified with the name of the approver, date of change approval, and CCO number, if applicable
4. Construction Coordination
- a. CONSULTANT shall provide a minimum of one qualified Resident Engineer and one Structures Representative to effectively manage the Project.
 - b. CONSULTANT Resident Engineer shall act as a prime point of contact between Contractor, Caltrans, SBCTA, CONSULTANT's construction surveyor, CONSULTANT's materials inspector, CONSULTANTS Structural Material Representative (SMR) and utility companies. CONSULTANT may, when requested by SBCTA, act as point of contact between design engineers, cities, and the public. CONSULTANT shall ensure coordination with property owners adjacent to Project right-of-way to ensure timely communication regarding property-condition survey and construction activities and scheduling.
 - c. CONSULTANT shall maintain regular contact with SBCTA's Construction Manager.
 - d. CONSULTANT shall coordinate utility relocations with utility companies and their designees, as well as the utility inspector.
 - e. CONSULTANT shall proactively review Project plans and special provisions for possible errors and deficiencies prior to construction of any specific

element and report such findings to SBCTA. Should SBCTA determine that changes are necessary, CONSULTANT shall assist in implementation and processing of change orders in accordance with contract documents.

- f. CONSULTANT shall proactively review Project plans and special provisions; monitor, coordinate, and track construction progress schedule and RFIs; and communicate with various agencies prior to construction of any specific elements to ensure the Project proceeds on schedule and according to the order of work in the plans and special provisions. CONSULTANT shall expedite work, as required, to maintain schedule in conjunction with the overall construction staging program.
 - g. CONSULTANT shall coordinate review of shop drawings and Requests for Information (RFI) with the SBCTA Construction Manager. CONSULTANT shall log and track all submittals and requests.
 - h. CONSULTANT shall provide a qualified SWPPP Coordinator who along with the Resident Engineer shall review and certify contractor prepared Storm Water Pollution Prevention Plans (SWPPP) and coordinate approval with SBCTA and the State Water Resource Control Board. The SWPPP Coordinator shall be at a minimum a Qualified Storm Water Pollution Prevention Plan (SWPPP) Developer (QSD) and a Qualified SWPPP Practitioner (QSP). CONSULTANT shall provide at a minimum weekly SWPPP monitoring and shall cooperate with all monitoring agency inspections and field reviews.
 - i. CONSULTANT shall coordinate the implementation of any changes with the SBCTA Construction Manager and the design engineer.
 - j. CONSULTANT shall review and approve falsework and shoring plans.
 - k. CONSULTANT shall review and approve Traffic Control Plans and forward to SBCTA for Caltrans/City/County approvals, as necessary.
 - l. CONSULTANT shall coordinate all Project construction activities with other on-going projects within and adjacent to the Project limits.
5. Construction Inspection
- a. CONSULTANT shall coordinate all required inspections necessary for the Project. CONSULTANT shall ensure that appropriate City and local agencies are notified and present as required throughout the Project. CONSULTANT shall notify SBCTA immediately regarding any directives, recommendations, notices, etc. received from agencies other than SBCTA.
 - b. CONSULTANT shall perform daily on-site observations 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 Temporary Pedestrian Facilities Handbook, 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), Construction Policy Bulletin CPB 17-1, "Permanent Pedestrian Facilities Construction Inspection Documentation, California Manual on Uniform Traffic Control (MUTCD). 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, signing and striping inspection, quantity calculations, ADA certification, checking grade and alignment, construction traffic control, 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) Perform basic sampling of construction materials in the field per California Test Method 105 and 125 by both the prime and subconsultant personnel.
 - 4) 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.
 - 5) Preparing complete and accurate daily reports, calculations, project records, payment quantity documents, reports, and correspondence related to Project activities.
 - 6) Preparing construction sketches, drawings, and cross-sections, as necessary.
 - 7) Assisting in the preparation of as-built plans.
 - 8) Providing inspections for environmental compliance.
 - 9) Maintaining awareness of water discharge requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions.
 - 10) Monitoring Contractors' compliance with applicable regulations required by AQMD.

11) Other duties as may be required or reasonably requested.

6. Project Support

a. Construction Surveys

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

1) Construction Surveys

CONSULTANT shall perform construction staking and calculations as needed.

- a) Survey calculations and adjustments shall be performed with established and computed coordinates based on the California Coordinate System.
- b) Cross-section data collection shall be performed by conventional and terrain line interpolation survey methods.
- c) Survey data will include topography, cross-section, and other survey data in computer formats compatible with the Caltrans computer survey and design systems.
- d) Prepare and maintain survey documents. Survey documents include survey field notes, maps, drawings, and other survey documents.
- e) Perform construction staking, including but not limited to:
 - i. Utility relocations
 - ii. Clearing limits
 - iii. Slope staking
 - iv. Storm drain and sanitary sewer
 - v. Drainage structures
 - vi. Curbs, gutters, and sidewalk
 - vii. Horizontal and vertical control for structures and portions of structures (bents, abutments, wingwalls, etc.)
 - viii. Rough grade
 - ix. Finish grade
- f) Monitor for settlement, if required.

- g) Global Positioning Satellite (GPS) equipment shall be made available if required by SBCTA

2) Grid Grades

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

3) Open Ended Traverses and Profile Data Sheets

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

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

4) Three Line Profiles

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

5) Right of Way Lines

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

- a) Right of way monumentation shall be renewed and restored in accordance with Section 10.4 of the Caltrans "Survey Manual" and the State of California Land Surveyor's Act.
- b) Corner records and records of surveys shall be prepared and filed in accordance with the applicable standards and the State of California Land Surveyor's Act and the California Subdivision Map Act.
- c) Perpetuate existing monumentation, which includes restoring, renewing, referencing, and resetting existing boundary related monumentation. In addition, stake areas where construction disturbs the existing right of way, preparing and filing required maps and records.

New right of way and easements will be established from plans, right of way maps, utility drawings, and Local Agency record information, and existing monumentation.

- a) Right of Way Surveys, which includes research and preparation filing of required maps and records. In addition, locate and set monuments for right of way and easement lines, staking for right of way and easement fences.

- b) Final monumentation, which includes setting of centerline points of control upon completion of construction (only with written direction from SBCTA).
 - 6) Special Design – Data Surveys
Includes drainage, utility, and surveys required for special field studies.
 - 7) Control Survey
Includes Project control surveys, aerial mapping control surveys, horizontal and vertical control surveys. In addition control surveys will include restoration, renewal, reference, relocation, and resetting of existing control monumentation. The CONSULTANT will be required to provide horizontal and vertical control at the end of each bridge.
 - 8) Topographic Surveys
Topographic surveys will normally be compiled by ground survey methods only.

CONSULTANT will provide all necessary Project related surveys and construction staking, including horizontal and vertical control, right of way, and easements. CONSULTANT shall coordinate all staking and verify accuracy. CONSULTANT shall ensure timely coordination of all staking requests from the Contractor.
- b. Materials Testing, Source Inspection and Geotechnical Services
 - 1) CONSULTANT will provide experienced personnel, equipment, and facilities to perform various construction materials sampling and testing. Laboratory and field materials testing will be used to ensure that structure and roadway construction work conforms to California State Department of Transportation (Caltrans) standards, specifications, and special provisions for material quality and workmanship.
 - 2) All field and laboratory testing is to be performed in accordance with California Test Methods.
 - 3) CONSULTANT will be responsible for the accuracy and completeness of all test data compilation and results.
- c. Public Outreach
General Public Outreach Plan will be provided and administered by SBCTA.
 - 1) SBCTA's primary goal is to assure the public that SBCTA is a public agency that delivers quality transportation projects and trustworthy, accurate and timely public information.
 - 2) SBCTA will provide the primary outreach effort with supplemental support as requested from CONSULTANT. This will be a targeted approach with incremental outreach based on construction schedule

and staging. The primary target audiences identified for this Project include, but are not limited to:

- a) LOCAL AGENCY
 - b) SBCTA Board
 - c) LOCAL AGENCY and area Emergency Service Providers
 - d) School Transportation Coordinator(s)
 - e) Local Business Community
 - i) Specific businesses with expanding priority based on proximity to work zone and detours
 - ii) Chamber of Commerce
 - f) Commuters
 - g) Recreational Travelers
 - h) Trucking Industry
 - i) Local media
 - i) Print
 - ii) Radio
 - iii) Television
- 3) In the weeks prior to the selection of a construction contractor, SBCTA may coordinate an Emergency Responders Project Briefing to highlight the Project details and possible access challenges for consideration by the Project team.
 - 4) Following the emergency responders briefing, SBCTA may coordinate a Chamber of Commerce Project Briefing to highlight the Project benefits, possible construction schedule and traffic management plan.
 - 5) Just prior to the start of field construction activities, SBCTA 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.
 - 6) 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.

- 7) 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.
- 8) At various stages throughout the Project, SBCTA will request support from CONSULTANT for the following items:
 - a) 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.)
 - b) Development of a Project fact sheet (include Project description, Project budget, Project schedule, SBCTA contact information, LOCAL AGENCY contact information, photos, logos, etc.)
 - c) 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.
 - d) Emergency notices – when needed.
 - e) 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.
- 9) All requests for speaking to government councils, boards, chambers of commerce or similar business or social groups shall be directed to the SBCTA Public Information Office before agreeing to appear.
- 10) All media inquiries shall be directed to the SBCTA Public Information Office.

d. Permits

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

7. Cost and Schedule

- a. CONSULTANT shall monitor and track the following:
 - 1) Contract pay item quantities and payments
 - 2) Contract change orders

- 3) Supplemental work items
 - 4) Agency furnished materials
 - 5) Contingency balance
 - 6) Project budget
- b. CONSULTANT shall review and monitor Contractor's schedule by keeping a is own updated schedule to "shadow" that of the contractor and inform SBCTA of any significant changes or deviations in the schedule.
 - c. CONSULTANT shall provide and maintain a Project staffing plan of field office personnel based on the Contractor submitted baseline schedule update. In cooperation with SBCTA, the staffing plan shall be periodically updated to reflect Project progress and needs.
8. Contract Change Orders and Claims
 - a. CONSULTANT shall receive and evaluate requests for changes and/or substitutions by the Contractor. Contract Change Orders submitted to SBCTA shall be accompanied by CONSULTANT recommendations. Where applicable, CONSULTANT shall convey proposed changes to design engineer, or other Project consultants. If the requested changes are accepted, CONSULTANT shall negotiate and prepare appropriate Contract Change Orders.
 - b. CONSULTANT shall attempt to avoid unnecessary Contract Change Orders. When a Contract Change Order is necessary, CONSULTANT shall consult with SBCTA prior to its preparation. Unless directed otherwise by SBCTA, the preferred method of payment for Contract Change Orders should be as follows
 - 1) Agreed Price
 - 2) Adjustment in compensation to a bid item
 - 3) Time and materials or Force Account

CONSULTANT shall perform force account analysis to validate cost submitted by the Contractor for contract change orders with agreed unit price, lump sum price, and adjustment in components. Analysis shall be based on realistic production and resource needs to complete the work.
 - c. CONSULTANT shall attempt to identify all potential claims, track and monitor unresolved claims. The CONSULTANT shall implement appropriate claims avoidance processes where in the best interests of SBCTA as determined by SBCTA's Construction Manager.
 - d. CONSULTANT shall assist SBCTA, as requested, in the identification, resolution, and final disposition of claims filed by the Contractor or third parties against SBCTA or the Project.
 9. Safety
- In addition to the requirements specified elsewhere in this contract, the following shall

also apply:

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

10. Project Close Out

- a. CONSULTANT shall prepare a list of items to be completed and/or corrected by the Contractor for final completion of the Project.
- b. CONSULTANT shall collect and furnish as-built information to the design engineer for preparation of as-built drawings including 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. DELIVERABLES

- 1. Inspector daily reports, extra work diaries and Resident Engineers' daily diaries.
- 2. Monthly Project Summary Reports and SIQMP Monthly Reports.
- 3. Monthly progress invoices shall be include a forward looking staffing plan showing all resources, and monthly expenditure for prime consultant and subconsultants through project completion
- 4. A minimum of weekly uploads of all files to SBCTA Laserfiche Web Access project folder.
- 5. Monthly Contractor progress payments, back-up documentation, and Contractor payment records.
- 6. Contractor final payment documents, delivered to SBCTA no later than ten (10) working days after Acceptance by SBCTA of the completed construction Project.

7. Project Completion Report documents per Local Assistance Procedure Manual and Caltrans Construction Manual.
8. All Project files, Project reports, Record As-builts, correspondence, memoranda, shop drawings, Project logs, schedule updates, change order data, claims and claim reports, and Contractor payment records per Caltrans Construction Manual.
9. Certified payrolls and fringe benefit statements for all employees, CONSULTANT and Contractor, who are subject to the State and/or Federal prevailing wage rates.
10. American For Disabilities Act certification of project per Caltrans Standards.
11. 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.
12. Record of Survey and Right of Way Monumentations and recording with County (only with SBCTA written authorization).
13. Unless otherwise specified in the survey request, the deliverables shall conform to the following:
 - a. Survey points, lines, and monuments shall be established, marked, identified, and referenced as required by survey request and requirements herein.
 - b. Survey notes, drawings, calculations, and other survey documents and information shall be completed as required by the survey request and the requirements herein.
 - c. All original survey documents resulting from this contract, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to the Resident Engineer and shall become the property of SBCTA. A copy of all survey documents furnished by SBCTA shall be retained by CONSULTANT for future reference.

When the survey is performed with a total station survey system, the original field notes shall be a hard copy in a readable format of the data (observations) as originally collected and submitted by the survey party. The hard copy shall be signed by the Party Chief. If the Party Chief is not licensed, the person in "responsible charge" will be required to sign.
 - d. Deliverables to the Resident Engineer shall follow the format specified below:
 - 1) Horizontal Control
 - 2) Alpha numeric hard copy point listing with adjusted California Coordinate System northing and easting and the appropriate descriptions.
 - 3) Vertical Control

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

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

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

to perform the services required, including but not limited to the following:

- a. An on-site mobile laboratory or laboratory in close proximity to the Project will be required. The type and location of the lab should be such that it can meet the needs of the Project in an efficient, time effective manner. The laboratory is to be fully staffed, equipped, and supplied to conduct all required soils, materials, and concrete breaking tests in a timely manner.
 - b. Field personnel will be provided with all necessary safety equipment to permit work to be performed safely and efficiently within operating highway and construction zone environments.
 - c. All equipment to be calibrated as per Section 3-10 and 3-11 of Caltrans' Quality Assurance Program Manual.
6. For construction surveying, CONSULTANT and staff shall have adequate equipment and supplies to complete the required survey work. Equipment and supplies shall, include, but not be limited to:
- a. Survey vehicles:
Survey vehicles will be suitable to perform the required work in varying terrain and conditions encountered on the Project. Vehicles shall be fully equipped with all necessary tools, instruments, supplies, and safety equipment required to perform the work accurately, efficiently, and safely. Vehicles shall be equipped with a flashing yellow beacon light.
 - b. Data Processing Systems:
Data processing systems shall include hardware and software to:
 - 1) Performing survey and staking calculations from the design plans and specifications;
 - 2) Reduce survey data collected with conventional and total station survey systems;
 - 3) Perform network adjustments for horizontal and vertical control surveys;
 - 4) Format survey data to be compatible with the Caltrans computer survey and data system.
 - c. Drafting equipment and supplies.
 - d. Digital calculators.
 - e. Hand tools as appropriate for the requested survey work.
 - f. Traffic cones (minimum 25). Traffic cones shall be 28 inches in height (minimum).
 - g. Traffic control devices as required to perform the requested survey work. Traffic control devices include signs, sign bases, flags, and hand held signs.
 - h. Leveling instruments and equipment:

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

F. MATERIALS TO BE FURNISHED BY SBCTA

1. SBCTA will provide three (3) copies of all Project construction documents including plans, and special provisions, and one (1) copy of all other reports, designer prepared resident engineer files, and contracts. In addition, SBCTA will provide one (1) full size (24" x 36") sets of plans for use in the construction field office as record documents.
2. SBCTA will provide copies of all previously secured permits and Project authorizations.
3. SBCTA Construction Management Forms including SBCTA Construction Materials Quality Assurance Program, sample SIQMP and appropriate forms for recording test data in accordance with Caltrans practices and procedures outlined in the "Manual of Test".

G. STANDARDS

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

1. Construction Manual and its revisions
2. Bridge Construction Records and Procedures Manual

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

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

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

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

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

The Resident Engineer and SBCTA will decide all questions, which may arise as to the quality or acceptability of deliverables furnished and work performed for this contract. Any CONSULTANT employee who does not perform adequately will be replaced if directed by the SBCTA Construction Manager.

H. AVAILABILITY AND WORK HOURS

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

Unless otherwise directed by SBCTA, the normal work week will consist of 40 hours. From time to time, overtime may be required. However, overtime will be worked only when approved in writing by SBCTA.

I. LIMITATIONS TO AUTHORITY

CONSULTANT does not have the authority to:

1. Authorize deviations from the contract documents.
2. Approve substitute materials or equipment; except as authorized in writing by SBCTA.
3. Conduct or participate in tests or third party inspections; except as authorized in writing by SBCTA.

4. Assume any of the responsibilities of the Contractors, Contractors' Superintendent, or subcontractors.
5. Exercise control over or be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions.
6. Communicate directly with subcontractors or material suppliers without the prior consent of the Contractor.
7. Verbally authorize or approve change orders or extra work for the Project.
8. Offer or receive incentives, inducements, or other forms of enumeration to or from the Contractor to perform services or work outside the terms of any executed contracts for this Project.

J. THIRD PARTY RELATIONSHIPS

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

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

K. CONSTRUCTION SITE SAFETY

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

1. CONSULTANT will conform to the safety provisions of the Caltrans Construction Manual.
2. CONSULTANT's field personnel will wear white hard hats with proper suspension, orange 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. PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

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

1. Project Manager

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

2. Resident Engineer

- a. A minimum of eight (8) years' resident engineer experience on similar construction projects is desired.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- d. Accessible to SBCTA at all times including weekends and holidays.
- e. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- f. A thorough understanding of Cal-OSHA practices and procedures.
- g. A thorough understanding of American with Disability Act (ADA) and Caltrans ADA requirements. Completion of Caltrans Temporary Pedestrian Facilities training within last 6 months.
- h. A thorough understanding of Caltrans field methods, practices, and

construction office procedures. The Resident Engineer will assume the following functional responsibilities:

- 1) Monitor and provide daily direction to CONSULTANT Resident Engineers and inspection personnel.
- 2) Assign field personnel to specific project tasks.
- 3) Monitor and track Contractor progress.
- 4) Prepare daily, weekly and monthly reports as required.
- 5) Coordinate utility relocations with appropriate agencies and the utility inspector.
- 6) Act as prime field contact between various project Contractors and SBCTA's Construction Manager.

3. Assistant Resident Engineer

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

4. Lead Field Inspector

- a. A minimum of six (6) years' construction inspection experience in public works or similar projects or a four-year degree in the field of civil engineering, transportation and four years of similar construction experience is desired.
- b. A thorough understanding of Cal-OSHA practices and procedures.

- c. Knowledge of Caltrans construction practices, physical characteristics and properties of highway construction materials, and approved methods and equipment used in making physical tests of construction materials.
- d. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- e. Ability to direct the efforts of subordinate inspectors.
- f. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- g. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- h. A thorough understanding of American with Disability Act (ADA) and Caltrans ADA requirements. Completion of Caltrans Temporary Pedestrian Facilities training within last 6 months.
- i. Understanding of Caltrans field and construction office procedures. The Lead Field Inspector will assume the following functional responsibilities:
 - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of construction.
 - 2) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
 - 3) Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
 - 4) Maintain accurate and timely Project records. Perform quantity calculations for progress pay estimates.
 - 5) Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
 - 6) Provide input for the redesign of facilities to fit existing field conditions.
 - 7) Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.

5. Field Inspector

- a. Two (2) years' construction inspection experience in public works or similar projects or a four-year degree in the field of civil transportation engineering is desired.
- b. A thorough understanding of Cal-OSHA practices and procedures.
- c. Knowledge of construction practices, physical characteristics and properties of construction materials, and approved methods and equipment used in making physical tests of construction materials.
- d. Ability to work independently. Ability to make minor decisions concerning construction work in progress and to solve field and office problems.

- e. Ability to use an automatic level and transit for the purpose of verifying line and grade.
 - f. Certified as a Qualified SWPPP Developer or Practitioner is desired.
 - g. A thorough understanding of American with Disability Act (ADA) and Caltrans ADA requirements. Completion of Caltrans Temporary Pedestrian Facilities training within last 6 months.
 - h. Understanding of Caltrans construction methods and practices. The Field Inspector will assume the following functional responsibilities:
 - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of project construction.
 - 2) Assist in preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
 - 3) Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
 - 4) Perform quantity calculations for progress pay estimates and maintain Project records.
 - 5) Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
 - 6) Provide input for the redesign of facilities to fit existing field conditions.
 - 7) Perform construction materials sampling.
 - 8) Perform labor compliance interviews of the Contractors' personnel.
6. Structural Representative
- a. A minimum of six (6) years' of bridge or structural construction inspection as related to major public works projects and a four-year degree in civil engineering is desired.
 - b. A minimum 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. Assistant Structures Representative/Structural Inspector

- a. A minimum of four (4) years' of bridge design or structural construction inspection as related to Caltrans or major public works projects and a four-year degree in civil or structural engineering is desired.
- b. Knowledge of stress analysis, structural mechanics, and strength of materials.
- c. A thorough understanding of Cal-OSHA practices and procedures.
- d. Knowledge of construction practices and the physical characteristics and properties of various highway bridge construction materials including concrete.
- e. Experience in one or more of the following areas: pile driving, concrete prestressing, bridge deck construction, retaining wall construction, falsework, and shoring.
- f. Ability to work independently and make minor decisions concerning construction work in progress and to solve field and office problems.
- g. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- h. Understanding of Caltrans construction methods and practices. The Structural

Inspector will assume the following functional responsibilities:

- 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundation, walls, falsework, shoring, and drainage structures.
- 2) Make grade, alignment, quantity, falsework, and shoring calculations.
- 3) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
- 4) Sampling and testing of construction materials to monitor compliance with contract specifications and Caltrans Quality Assurance Program.

8. Office Engineer

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

9. Materials Testing/Source Inspection Project Manager

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

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

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

10. Materials Technicians

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

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

1) CONSTRUCTION TECHNICIAN I

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

2) CONSTRUCTION TECHNICIAN II

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

- ix. Keeps accurate documentation for force accounts and possible claims.
- b) Knowledge and Skills Required
 - i. All knowledge and skills required of lower classification.
 - ii. Knowledge of currently accepted methods, procedures and techniques used in highway construction inspection, survey, materials testing, and quality control equipment.
 - iii. Skill in interpersonal relations as applied to contact with contractors, representatives of other governmental jurisdictions, and other SBCTA/Caltrans staff.

3) CONSTRUCTION TECHNICIAN III

- a) Exercises considerable independent judgment within general Caltrans standards and guidelines. Examples of duties assigned to this classification are:
 - i. Inspect Project construction on an ongoing basis to assure compliance with contract and in accordance with State and local standards.
 - ii. Perform a variety of structural material tests and inspections.
 - iii. Reviews construction plans and verified that these are in accordance with designated specifications and other requirements.
 - iv. Participates in the preparation of completed work estimates, to calculate compensation due contractor.
 - v. Examines and verifies numeric data and material specifications on project cost source documents, utilizing geometry and trigonometry calculations.
 - vi. Supervises all work activities involved in construction projects, laboratory, and quality control work.
 - vii. Recommends approval of proposed Project changes.
- b) Knowledge and Skills Required
 - i. All knowledge and skills required of lower classifications.
 - ii. Knowledge of the principles and practices of Civil Engineering as applied to the construction of state highways.
 - iii. Skill in analyzing and evaluating a wide variety of highly technical engineering data, including

construction plans, field survey and quality control documents.

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

11. Construction Surveying Project Manager

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

12. Field Party Chief(s)

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

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

13. Survey Crews

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

END OF SCOPE OF WORK

Cost/Price Form for Cost Plus Fixed Fee RFP

Exhibit B

12.f

Consultant SYRUSA Engineering, Inc.

Contract No. 23-1002845

Date 2/3/2023

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Project Manager	Gerardo DeSantos	480	120.00	130.00	\$125.00	\$60,000.00
Structure Representative	Luis Negrete	4,000	90.00	100.00	\$95.00	\$380,000.00
Assistant Structure Rep		2,500	85.00	100.00	\$92.50	\$231,250.00
Assistant Resident Engineer		2,500	85.00	100.00	\$92.50	\$231,250.00
Office Engineer		3,500	45.00	75.00	\$60.00	\$210,000.00
Lead Field Inspector*		4,000	70.00	85.00	\$77.50	\$310,000.00
Field Inspector*		4,000	65.00	80.00	\$72.50	\$290,000.00
Lead Field Inspector* OT		0	105.00	127.50	\$116.25	\$0.00
Field Inspector* OT		0	97.50	120.00	\$108.75	\$0.00
Lead Field Inspector* DT		0	140.00	170.00	\$155.00	\$0.00
Field Inspector* DT		0	130.00	160.00	\$145.00	\$0.00

Labor Costs

- a) Subtotal Direct Labor Costs
b) Anticipated Salary Increases (see page 2 for sample)

\$ \$1,712,500.00
\$ 73,275.64

c) **TOTAL DIRECT LABOR COSTS** [(a)+(b)] \$ 1,785,775.64

Fringe Benefits

- d) Fringe Benefits (Rate 38.570% %)

e) **Total Fringe Benefits** [(c)x(d)] \$ 688,773.66

Indirect Costs

- f) Overhead (Rate %)
h) General and Administrative (Rate 63.770% %)

g) Overhead [(c)x (f)] \$ -
i) Gen & Admin [(c) x (h)] \$ 1,138,789.13

j) **Total Indirect Costs** [(g)+(i)] \$ 1,138,789.13

Fixed Fee (Profit)

- n) (Rate 8.00% %)

k) **Fixed fee** [(c) + (e) + (j)] x (n) \$ 289,067.07

Total Loaded Labor Costs

3,902,405.50

Other Direct Costs (ODC)

- l) Travel/ Mileage Costs (supported by consultant actual costs)
m) Equipment Rental and Supplies (itemize)
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant

\$
\$ 5,000.00
\$ 5,000.00
\$ 2,980,798.33

p) **Total Other Direct Costs** [(l) + (m) + (n) + (o)] \$ 2,990,798.33

Total cost [(c) + (e) + (j) + (k) + (p)] \$ 6,893,203.83

Notes:

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

Attachment: 23-1002845_FR348_Cost Proposal_SYRUSA_Rev2.16.23 (9561 : I-10 Mt Vernon Ave Amendment No. 2 to Contract 18-1001869 &

Consultant SYRUSA Engineering, Inc.Contract No. 23-1002845Date 2/3/2023**1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 1,712,500.00 /	20980 =	\$ 81.63	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

	Average hourly rate	Proposed Escalation				
Year 1	\$ 81.63	+	3%	=	\$ 84.08	Year 2 Avg Hourly Rate
Year 2	\$ 84.08	+	3%	=	\$ 86.60	Year 3 Avg Hourly Rate
Year 3	\$ 86.60	+	3%	=	\$ 89.20	Year 4 Avg Hourly Rate
Year 4	\$ 89.20	+	3%	=	\$ 91.88	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

	Estimated % Completed Each year		Total Hours Per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	20980	=	4196.0	Estimated Hours Year 1
Year 2	35.0%	*	20980	=	7343.0	Estimated Hours Year 2
Year 3	35.0%	*	20980	=	7343.0	Estimated Hours Year 3
Year 4	5.0%	*	20980	=	1049.0	Estimated Hours Year 4
Year 5	5.0%	*	20980	=	1049.0	Estimated Hours Year 5
Total	100.0%		Total	=	20980	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number hours)

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated above)		Cost Per Year	
Year 1	\$ 81.63	*	4196.0	=	\$ 342,519.48	Estimated Hours Year 1
Year 2	\$ 84.08	*	7343.0	=	\$ 617,399.44	Estimated Hours Year 2
Year 3	\$ 86.60	*	7343.0	=	\$ 635,903.80	Estimated Hours Year 3
Year 4	\$ 89.20	*	1049.0	=	\$ 93,570.80	Estimated Hours Year 4
Year 5	\$ 91.88	*	1049.0	=	\$ 96,382.12	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =					\$ 1,785,775.64	
Direct Labor Subtotal before Escalation =					\$ 1,712,500.00	
Estimated Total of Direct Labor Salary Increase =					\$ 73,275.64	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section ???
- Estimated yearly percent completed from resource loaded schedule

Contract: 23-1002845			Date: 2/3/2023			Detail Sheet																												
Task Description			Consultant																															
			SYRUSA Engineering, Inc.																															
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI
Row	WBS Number	Drawing or Item of Work - Titles	Project Manager	Structure Representative	Assistant Structure Rep	Assistant Resident Engineer	Office Engineer	Lead Field Inspector*	Field Inspector*	Lead Field Inspector-OT	Field Inspector* OT	Lead Field Inspector-DT	Field Inspector* DT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Total Hours	
1		Projet Management	480.0																														480.0	
2		Office work and field inspection		4,000.0	2,500.0	2,500.0																											9,000.0	
3		Office work					3,500.0																										3,500.0	
4		Field Inspection						4,000.0	4,000.0																								8,000.0	
Total Hours			480.0	4,000.0	2,500.0	2,500.0	3,500.0	4,000.0	4,000.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	20,980.0	

Exhibit B 12.f

Form 348 04/14 Page 4 of 22

Cost/Price Form for Cost Plus Fixed Fee RFP

Exhibit B

12.f

Consultant David Evans and Associates, Inc.

Contract No. 23-1002845

Date 1/31/2023

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Survey Project Manager		100	80.00	95.00	\$87.50	\$8,750.00
Construction Survey Lead *		220	60.00	75.00	\$67.50	\$14,850.00
Field Party Chief *		220	55.00	65.00	\$60.00	\$13,200.00
Field Chainperson *		220	54.00	64.00	\$59.00	\$12,980.00
Field Chainperson Apprentice *		220	25.00	40.00	\$32.50	\$7,150.00
Project Surveyor		160	55.00	65.00	\$60.00	\$9,600.00
Survey Analyst		160	40.00	55.00	\$47.50	\$7,600.00
Survey Technician		160	30.00	40.00	\$35.00	\$5,600.00
Project Coordinator		100	30.00	45.00	\$37.50	\$3,750.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00

Labor Costs

- a) Subtotal Direct Labor Costs
b) Anticipated Salary Increases (see page 2 for sample)

\$ \$83,480.00
\$ 3,564.88

c) **TOTAL DIRECT LABOR COSTS** [(a)+(b)]

\$ 87,044.88

Fringe Benefits

- d) Fringe Benefits (Rate 57.580% %)

e) **Total Fringe Benefits** [(c)x(d)]

\$ 50,120.44

Indirect Costs

- f) Overhead (Rate 119.870% %)
h) General and Administrative (Rate 0.000% %)

g) Overhead [(c)x (f)]

\$ 104,340.70

i) Gen & Admin [(c) x (h)]

\$ -

j) **Total Indirect Costs** [(g)+(i)]

\$ 104,340.70

Fixed Fee (Profit)

- n) (Rate 8.00% %)

k) **Fixed fee** [(c) + (e) + (j)] x (n)

\$ 19,320.48

Total Loaded Labor Costs

260,826.50

Other Direct Costs (ODC)

- l) Travel/ Mileage Costs (supported by consultant actual costs)
m) Equipment Rental and Supplies (itemize)
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant

\$ 1,802.00
\$
\$
\$

p) **Total Other Direct Costs** [(l) + (m) + (n) + (o)]

\$ 1,802.00

Total cost [(c) + (e) + (j) + (k) + (p)]

\$ 262,628.50

Notes:

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

Attachment: 23-1002845_FR348_Cost Proposal_SYRUSA_Rev2.16.23 (9561 : I-10 Mt Vernon Ave Amendment No. 2 to Contract 18-1001869 &

Consultant David Evans and Associates, Inc. Contract No. 23-1002845 Date 1/31/2023

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 83,480.00 /	1560 =	\$ 53.51	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	Proposed Escalation			
Year 1 \$ 53.51 +	3%	=	\$ 55.12	Year 2 Avg Hourly Rate
Year 2 \$ 55.12 +	3%	=	\$ 56.77	Year 3 Avg Hourly Rate
Year 3 \$ 56.77 +	3%	=	\$ 58.47	Year 4 Avg Hourly Rate
Year 4 \$ 58.47 +	3%	=	\$ 60.22	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1 20.0% *	1560 =	312.0	Estimated Hours Year 1
Year 2 35.0% *	1560 =	546.0	Estimated Hours Year 2
Year 3 35.0% *	1560 =	546.0	Estimated Hours Year 3
Year 4 5.0% *	1560 =	78.0	Estimated Hours Year 4
Year 5 5.0% *	1560 =	78.0	Estimated Hours Year 5
Total 100.0%	Total =	1560	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number hours)

Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1 \$ 53.51 *	312.0 =	\$ 16,695.12	Estimated Hours Year 1
Year 2 \$ 55.12 *	546.0 =	\$ 30,095.52	Estimated Hours Year 2
Year 3 \$ 56.77 *	546.0 =	\$ 30,996.42	Estimated Hours Year 3
Year 4 \$ 58.47 *	78.0 =	\$ 4,560.66	Estimated Hours Year 4
Year 5 \$ 60.22 *	78.0 =	\$ 4,697.16	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 87,044.88	
Direct Labor Subtotal before Escalation =		\$ 83,480.00	
Estimated Total of Direct Labor Salary Increase =		\$ 3,564.88	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section ????
- Estimated yearly percent completed from resource loaded schedule

Contract: 23-1002845			Date: 1/31/2023			Detail Sheet																												
Task Description			Consultant																															
			David Evans and Associates, Inc.																															
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI
Row	WBS Number	Drawing or Item of Work - Titles	Survey Project Manager	Construction Survey Lead *	Field Party Chief *	Field Champion *	Field Champion Apprentice *	Project Surveyor	Survey Analyst	Survey Technician	Project Coordinator	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Total Hours
1		Surveying	100.0	220.0	220.0	220.0	220.0	160.0	160.0	160.0	100.0																						1,560.0	
Total Hours			100.0	220.0	220.0	220.0	220.0	160.0	160.0	160.0	100.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1,560.0

Exhibit B 12.f

Form 348 04/14

Cost/Price Form for Cost Plus Fixed Fee RFP

Exhibit B

12.f

Consultant Dynamic Engineering Services

Contract No. 23-1002845

Date 1/31/2023

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Electrical Engineer		0			\$0.00	\$0.00
Electrical Inspector*	Various	3,850	66.00	74.00	\$70.00	\$269,500.00
Labor Compliance Office	Chia-Chi Wang	80	78.00	86.00	\$82.00	\$6,560.00
Labor Compliance Support	Michael Ervolina	400	28.00	36.00	\$32.00	\$12,800.00
Electrical Inspector* OT		0	99.00	111.00	\$105.00	\$0.00
Electrical Inspector* DT		0	132.00	148.00	\$140.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00

Labor Costs

a) Subtotal Direct Labor Costs	\$ 288,860.00
b) Anticipated Salary Increases (see page 2 for sample)	\$ 6,974.26
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 295,834.26

Fringe Benefits

d) Fringe Benefits (Rate <u>33.290%</u> %)	e) Total Fringe Benefits [(c)x(d)]	\$ 98,483.23
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Indirect Costs

f) Overhead (Rate <u>77.280%</u> %)	g) Overhead [(c)x (f)]	\$ 228,620.72
h) General and Administrative (Rate <u>0.000%</u> %)	i) Gen & Admin [(c) x (h)]	\$ -
j) Total Indirect Costs [(g)+(i)]		\$ 228,620.72

Fixed Fee (Profit)

n) (Rate <u>8.00%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$ 49,835.06
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Total Loaded Labor Costs

672,773.27

Other Direct Costs (ODC)

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$
m) Equipment Rental and Supplies (itemize)	\$
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.	\$
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	\$
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$ -
Total cost [(c) + (e) + (j) + (k) + (p)]	\$ 672,773.27

Notes:

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

Attachment: 23-1002845_FR348_Cost Proposal_SYRUSA_Rev2.16.23 (9561 : I-10 Mt Vernon Ave Amendment No. 2 to Contract 18-1001869 &

Consultant Dynamic Engineering Services Contract No. 23-1002845 Date 1/31/2023

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$288,860.00 /	4330 =	\$ 66.71	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

Average hourly rate	Proposed Escalation			
Year 1 \$ 66.71 +	3%	=	\$ 68.71	Year 2 Avg Hourly Rate
Year 2 \$ 68.71 +	3%	=	\$ 70.77	Year 3 Avg Hourly Rate
Year 3 \$ 70.77 +	3%	=	\$ 72.89	Year 4 Avg Hourly Rate
Year 4 \$ 72.89 +	3%	=	\$ 75.08	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1 40.0% *	4330 =	1732.0	Estimated Hours Year 1
Year 2 40.0% *	4330 =	1732.0	Estimated Hours Year 2
Year 3 20.0% *	4330 =	866.0	Estimated Hours Year 3
Year 4 *	4330 =	0.0	Estimated Hours Year 4
Year 5 *	4330 =	0.0	Estimated Hours Year 5
Total 100.0%	Total =	4330	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number hours)

Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1 \$ 66.71 *	1732.0 =	\$ 115,541.72	Estimated Hours Year 1
Year 2 \$ 68.71 *	1732.0 =	\$ 119,005.72	Estimated Hours Year 2
Year 3 \$ 70.77 *	866.0 =	\$ 61,286.82	Estimated Hours Year 3
Year 4 \$ 72.89 *	0.0 =	\$ -	Estimated Hours Year 4
Year 5 \$ 75.08 *	0.0 =	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 295,834.26	
Direct Labor Subtotal before Escalation =		\$ 288,860.00	
Estimated Total of Direct Labor Salary Increase =		\$ 6,974.26	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section ????
- Estimated yearly percent completed from resource loaded schedule

Contract: 23-1002845			Date: 1/31/2023			Detail Sheet																													
Task Description			Consultant																																
			Dynamic Engineering Services																																
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI	
Row	WBS Number	Drawing or Item of Work - Titles	Electrical Engineer	Electrical Inspector	Labor Compliance Office	Labor Compliance Support	Electrical Inspector - OT	Electrical Inspector - DT																											Total Hours
1		Electrical Inspection		3,850.0																														3,850.0	
2		Labor Compliance Office			80.0																													80.0	
3		Labor Compliance Support				400.0																												400.0	
Total Hours			0.0	3,850.0	80.0	400.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4,330.0	

Cost/Price Form for Cost Plus Fixed Fee RFP

Exhibit B

12.f

Consultant Gannett Fleming, Inc.

Contract No. 23-1002845

Date 1/30/2023

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Resident Engineer	Steve Quezada, PE	2,000	114.00	114.00	\$114.00	\$228,000.00
Electrical Inspector *		0	88.78	99.08	\$93.93	\$0.00
Field Inspector *		0	69.82	97.85	\$83.84	\$0.00
SWPPP Coordinator		400	69.82	97.85	\$83.84	\$33,536.00
Scheduler		600	87.55	103.00	\$95.28	\$57,168.00
Subject Matter Expert - Steel Bridge		0	79.10	101.87	\$90.49	\$0.00
Electrical Inspector * OT		0	133.17	148.62	\$140.90	\$0.00
Field Inspector * OT		0	104.73	146.78	\$125.75	\$0.00
Electrical Inspector * DT		0	177.56	198.16	\$187.86	\$0.00
Field Inspector * DT		0	139.64	195.70	\$167.67	\$0.00
		0			\$0.00	\$0.00

Labor Costs

a) Subtotal Direct Labor Costs	\$	\$318,704.00
b) Anticipated Salary Increases (see page 2 for sample)	\$	13,606.00
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$	332,310.00

Fringe Benefits

d) Fringe Benefits (Rate <u>51.713%</u> %)	e) Total Fringe Benefits [(c)x(d)]	\$	171,847.47
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Indirect Costs

f) Overhead (Rate <u>83.423%</u> %)	g) Overhead [(c)x (f)]	\$	277,222.97
h) General and Administrative (Rate <u> </u> %)	i) Gen & Admin [(c) x (h)]	\$	-
	j) Total Indirect Costs [(g)+(i)]	\$	277,222.97

Fixed Fee (Profit)

n) (Rate <u>8.00%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$	62,510.44
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Total Loaded Labor Costs

843,890.88

Other Direct Costs (ODC)

l) Company Vehicles (monthly/employee)	\$	955.97
m) Personal Vehicle (mileage, at IRS Rate)	\$	0.66
n) Travel (at cost, when applicable)	\$	
o) FCCM (billed as an Other Direct Cost based on the sum of actual hourly rates (AHR) of each employee (Emp) and the number of monthly hours billed (MHB) multiplied by the FCCM)	\$	0.03%
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$	956.63
Total cost [(c) + (e) + (j) + (k) + (p)]	\$	844,847.51

Notes:

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

Attachment: 23-1002845_FR348_Cost Proposal_SYRUSA_Rev2.16.23 (9561 : I-10 Mt Vernon Ave Amendment No. 2 to Contract 18-1001869 &

Cost/Price Form for Cost Plus Fixed Fee RFP

Exhibit B

12.f

Consultant Gannett Fleming, Inc. Contract No. 23-1002845 Date 1/30/2023

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$318,704.00 /	3000 =	\$ 106.23	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

Average hourly rate	Proposed Escalation			
Year 1 \$ 106.23 +	3%	=	\$ 109.42	Year 2 Avg Hourly Rate
Year 2 \$ 109.42 +	3%	=	\$ 112.70	Year 3 Avg Hourly Rate
Year 3 \$ 112.70 +	3%	=	\$ 116.08	Year 4 Avg Hourly Rate
Year 4 \$ 116.08 +	3%	=	\$ 119.56	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1 20.0% *	3000 =	600.0	Estimated Hours Year 1
Year 2 35.0% *	3000 =	1050.0	Estimated Hours Year 2
Year 3 35.0% *	3000 =	1050.0	Estimated Hours Year 3
Year 4 5.0% *	3000 =	150.0	Estimated Hours Year 4
Year 5 5.0% *	3000 =	150.0	Estimated Hours Year 5
Total 100.0%	Total =	3000	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number hours)

Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1 \$ 106.23 *	600.0 =	\$ 63,738.00	Estimated Hours Year 1
Year 2 \$ 109.42 *	1050.0 =	\$ 114,891.00	Estimated Hours Year 2
Year 3 \$ 112.70 *	1050.0 =	\$ 118,335.00	Estimated Hours Year 3
Year 4 \$ 116.08 *	150.0 =	\$ 17,412.00	Estimated Hours Year 4
Year 5 \$ 119.56 *	150.0 =	\$ 17,934.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 332,310.00	
Direct Labor Subtotal before Escalation =		\$ 318,704.00	
Estimated Total of Direct Labor Salary Increase =		\$ 13,606.00	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section ????
- Estimated yearly percent completed from resource loaded schedule

Attachment: 23-1002845_FR348_Cost Proposal_SYRUSA_Rev2.16.23 (9561 : I-10 Mt Vernon Ave Amendment No. 2 to Contract 18-1001869 &

Contract: 23-1002845			Date: 1/30/2023			Detail Sheet																												
Task Description			Consultant																															
			Gannett Fleming, Inc.																															
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI
Row	WBS Number	Drawing or Item of Work - Titles	Resident Engineer	Electrical Inspector *	Field Inspector *	SWPPP Coordinator	Scheduler	Subject Matter Expert - Steel Bridges	Electrical Inspector * OT	Field Inspector * OT	Electrical Inspector - DT	Field Inspector * DT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Total Hours
1		Office work and field inspection	2,000.0																															2,000.0
2		SWPPP Coordination				400.0																												400.0
3		CPM					600.0																											600.0
Total Hours			2,000.0	0.0	0.0	400.0	600.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	3,000.0	

Exhibit B 12.f

Attachment: 23-1002845_FR348_Cost Proposal_SYRUSA_Rev2.16.23 (9561 : I-10 Mt Vernon Ave Amendment No. 2 to Contract 18-1001869 &

Cost/Price Form for Cost Plus Fixed Fee RFP

Exhibit B

12.f

Consultant Red Team Go

Contract No. 23-1002845

Date 1/31/2023

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Utility Coordinator		2,000	60.00	75.00	\$67.50	\$135,000.00
Principal		0	160.00	205.00	\$182.50	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00

Labor Costs

- a) Subtotal Direct Labor Costs
b) Anticipated Salary Increases (see page 2 for sample)

\$ \$135,000.00
\$ 5,780.00

c) **TOTAL DIRECT LABOR COSTS** [(a)+(b)]

\$ 140,780.00

Fringe Benefits

- d) Fringe Benefits (Rate %)

e) **Total Fringe Benefits** [(c)x(d)]

\$ -

Indirect Costs

- f) Overhead (Rate 90.000% %)
h) General and Administrative (Rate %)

- g) Overhead [(c)x (f)]
i) Gen & Admin [(c) x (h)]

\$ 126,702.00
\$ -

j) **Total Indirect Costs** [(g)+(i)]

\$ 126,702.00

Fixed Fee (Profit)

- n) (Rate 8.00% %)

k) **Fixed fee** [(c) + (e) + (j)] x (n)

\$ 21,398.56

Total Loaded Labor Costs

288,880.56

Other Direct Costs (ODC)

- l) Travel/ Mileage Costs (supported by consultant actual costs)
m) Equipment Rental and Supplies (itemize)
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant

\$
\$
\$
\$

p) **Total Other Direct Costs** [(l) + (m) + (n) + (o)]

\$ -

Total cost [(c) + (e) + (j) + (k) + (p)]

\$ 288,880.56

Notes:

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

Attachment: 23-1002845_FR348_Cost Proposal_SYRUSA_Rev2.16.23 (9561 : I-10 Mt Vernon Ave Amendment No. 2 to Contract 18-1001869 &

Consultant Red Team Go Contract No. 23-1002845 Date 1/31/2023

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$135,000.00 /	2000 =	\$ 67.50	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

Average hourly rate	Proposed Escalation			
Year 1 \$ 67.50 +	3%	=	\$ 69.53	Year 2 Avg Hourly Rate
Year 2 \$ 69.53 +	3%	=	\$ 71.62	Year 3 Avg Hourly Rate
Year 3 \$ 71.62 +	3%	=	\$ 73.77	Year 4 Avg Hourly Rate
Year 4 \$ 73.77 +	3%	=	\$ 75.98	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1 20.0% *	2000 =	400.0	Estimated Hours Year 1
Year 2 35.0% *	2000 =	700.0	Estimated Hours Year 2
Year 3 35.0% *	2000 =	700.0	Estimated Hours Year 3
Year 4 5.0% *	2000 =	100.0	Estimated Hours Year 4
Year 5 5.0% *	2000 =	100.0	Estimated Hours Year 5
Total 100.0%	Total =	2000	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number hours)

Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1 \$ 67.50 *	400.0 =	\$ 27,000.00	Estimated Hours Year 1
Year 2 \$ 69.53 *	700.0 =	\$ 48,671.00	Estimated Hours Year 2
Year 3 \$ 71.62 *	700.0 =	\$ 50,134.00	Estimated Hours Year 3
Year 4 \$ 73.77 *	100.0 =	\$ 7,377.00	Estimated Hours Year 4
Year 5 \$ 75.98 *	100.0 =	\$ 7,598.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 140,780.00	
Direct Labor Subtotal before Escalation =		\$ 135,000.00	
Estimated Total of Direct Labor Salary Increase =		\$ 5,780.00	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section ????
- Estimated yearly percent completed from resource loaded schedule

Contract: 23-1002845			Date: 1/31/2023			Detail Sheet																												
Task Description			Consultant																															
			Red Team Go																															
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI
Row	WBS Number	Drawing or Item of Work - Titles	Utility Coordinator	Principal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Total Hours
1		Utility Coordination	2,000.0																														2,000.0	
Total Hours			2,000.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2,000.0	

Contract: 23-1002845				Date: 1/31/2023		Detail Sheet																																					
Task Description			Consultant																																								
0			Red Team Go																																								
A	B	C	D1	E1	F1	G1	H1	I1	J1	K1	L1	M1	N1	O1	P1	Q1	R1	S1	T1	U1	V1	W1	X1	Y1	Z1	AA1	AB1	AC1	AD1	AE1	AF1	AG1	AH1	AI1	AJ	AK	AL	AM					
			\$ 67.50	\$ 182.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	90.00%	8.00%						
Row	WBS Number	Drawing or Item of Work - Titles	Utility Coordinator	Principal																															Direct Labor Total	Overhead Cost	Fee	Total Labor Costs	Escalated Total Labor Cost				
1		Utility Coordination	\$135,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$135,000.00	\$121,500.00	\$20,520.00	\$277,020.00	\$288,880.56				
		Total Hours	\$135,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$135,000.00	\$121,500.00	\$20,520.00	\$277,020.00	\$288,880.56				

Attachment: 23-1002845_FR348_Cost Proposal_SYRUSA_Rev2.16.23 (9561 : I-10 Mt Vernon Ave Amendment No. 2 to Contract 18-1001869 &

Cost/Price Form for Cost Plus Fixed Fee RFP

Exhibit B

12.f

Consultant TRC Engineers

Contract No. 23-1002845

Date 1/26/2023

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Lead Field Inspector *		0	79.00	97.25	\$88.13	\$0.00
Field Inspector *		2,000	76.00	85.00	\$80.50	\$161,000.00
Office Engineer		0	50.00	65.00	\$57.50	\$0.00
Lead Field Inspector * OT		0	118.50	145.88	\$132.19	\$0.00
Field Inspector * OT		0	114.00	127.50	\$120.75	\$0.00
Lead Field Inspector * DT		0	158.00	194.50	\$176.25	\$0.00
Field Inspector * DT		0	152.00	170.00	\$161.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00

Labor Costs

a) Subtotal Direct Labor Costs	\$	\$161,000.00
b) Anticipated Salary Increases (see page 2 for sample)	\$	6,889.00
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$	167,889.00

Fringe Benefits

d) Fringe Benefits (Rate <u>51.226%</u> %)	e) Total Fringe Benefits [(c)x(d)]	\$	86,002.82
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Indirect Costs

f) Overhead (Rate <u>80.577%</u> %)	g) Overhead [(c)x (f)]	\$	135,279.92
h) General and Administrative (Rate <u>0.000%</u> %)	i) Gen & Admin [(c) x (h)]	\$	-
j) Total Indirect Costs [(g)+(i)]		\$	135,279.92

Fixed Fee (Profit)

n) (Rate <u>8.00%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$	31,133.74
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Total Loaded Labor Costs

420,305.48

Other Direct Costs (ODC)

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$	
m) Equipment Rental and Supplies (itemize)	\$	
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.	\$	
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	\$	
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$	-
Total cost [(c) + (e) + (j) + (k) + (p)]	\$	420,305.48

Notes:

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

Attachment: 23-1002845_FR348_Cost Proposal_SYRUSA_Rev2.16.23 (9561 : I-10 Mt Vernon Ave Amendment No. 2 to Contract 18-1001869 &

Consultant TRC Engineers Contract No. 23-1002845 Date 1/26/2023

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$161,000.00 /	2000 =	\$ 80.50	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

Average hourly rate	Proposed Escalation			
Year 1 \$ 80.50 +	3%	=	\$ 82.92	Year 2 Avg Hourly Rate
Year 2 \$ 82.92 +	3%	=	\$ 85.41	Year 3 Avg Hourly Rate
Year 3 \$ 85.41 +	3%	=	\$ 87.97	Year 4 Avg Hourly Rate
Year 4 \$ 87.97 +	3%	=	\$ 90.61	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1 20.0% *	2000 =	400.0	Estimated Hours Year 1
Year 2 35.0% *	2000 =	700.0	Estimated Hours Year 2
Year 3 35.0% *	2000 =	700.0	Estimated Hours Year 3
Year 4 5.0% *	2000 =	100.0	Estimated Hours Year 4
Year 5 5.0% *	2000 =	100.0	Estimated Hours Year 5
Total 100.0%	Total =	2000	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number hours)

Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1 \$ 80.50 *	400.0 =	\$ 32,200.00	Estimated Hours Year 1
Year 2 \$ 82.92 *	700.0 =	\$ 58,044.00	Estimated Hours Year 2
Year 3 \$ 85.41 *	700.0 =	\$ 59,787.00	Estimated Hours Year 3
Year 4 \$ 87.97 *	100.0 =	\$ 8,797.00	Estimated Hours Year 4
Year 5 \$ 90.61 *	100.0 =	\$ 9,061.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 167,889.00	
Direct Labor Subtotal before Escalation =		\$ 161,000.00	
Estimated Total of Direct Labor Salary Increase =		\$ 6,889.00	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section ????
- Estimated yearly percent completed from resource loaded schedule

Contract: 23-1002845			Date: 1/26/2023			Detail Sheet																												
Task Description			Consultant																															
			TRC Engineers																															
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI
Row	WBS Number	Drawing or Item of Work - Titles	Lead Field Inspector *	Field Inspector *	Office Engineer	Lead Field Inspector * OT	Field Inspector * OT	Lead Field Inspector * DT	Field Inspector * DT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Total Hours
1		Field Inspection	0.0	2,000.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2,000.0	
Total Hours																																	2,000.0	

Exhibit B 12.f

Attachment: 23-1002845_FR348_Cost Proposal_SYRUSA_Rev2.16.23 (9561 : I-10 Mt Vernon Ave Amendment No. 2 to Contract 18-1001869 &

Cost/Price Form for Cost Plus Fixed Fee RFP

Exhibit B

12.f

Consultant Twining

Contract No. 23-1002845

Date 1/30/2023

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Material Testing PM	Sammy Daghighi	100	96.15	101.15	\$98.65	\$9,865.00
Pavement Engineering Lead	Amir Ghavibazoo	0	73.72	78.72	\$76.22	\$0.00
Registered Geotech Engineer	Paul Soltis	0	95.82	100.82	\$98.32	\$0.00
Material testing inspector -Group II	Shawn Snowdale	400	56.51	61.51	\$59.01	\$23,604.00
Material testing inspector -Group II	Brandon Schroeder	400	56.51	61.51	\$59.01	\$23,604.00
Material testing inspector -Group I	Bryan Dorsch	500	56.51	61.51	\$59.01	\$29,505.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00

Labor Costs

- a) Subtotal Direct Labor Costs
b) Anticipated Salary Increases (see page 2 for sample)

\$ \$86,578.00
\$ 3,702.40

c) **TOTAL DIRECT LABOR COSTS** [(a)+(b)]

\$ 90,280.40

Fringe Benefits

- d) Fringe Benefits (Rate 76.320%)

e) **Total Fringe Benefits** [(c)x(d)]

\$ 68,902.00

Indirect Costs

- f) Overhead (Rate 58.140%)
h) General and Administrative (Rate 0.000%)

- g) Overhead [(c)x (f)]
i) Gen & Admin [(c) x (h)]

\$ 52,489.02
\$ -

j) **Total Indirect Costs** [(g)+(i)]

\$ 52,489.02

134.460%

Fixed Fee (Profit)

- n) (Rate 8.00%)

k) **Fixed fee** [(c) + (e) + (j)] x (n)

\$ 16,933.71

Total Loaded Labor Costs

228,605.13

Other Direct Costs (ODC)

- l) Travel/ Mileage Costs (supported by consultant actual costs)
m) Equipment Rental and Supplies (itemize)
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)

\$
\$
\$
\$

p) **Total Other Direct Costs** [(l) + (m) + (n) + (o)]

\$ -

Total cost [(c) + (e) + (j) + (k) + (p)]

\$ 228,605.13

Notes:

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

Attachment: 23-1002845_FR348_Cost Proposal_SYRUSA_Rev2.16.23 (9561 : I-10 Mt Vernon Ave Amendment No. 2 to Contract 18-1001869 &

Consultant Twining Contract No. 23-1002845 Date 1/30/2023

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 86,578.00 /	1400 =	\$ 61.84	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

Average hourly rate	Proposed Escalation			
Year 1 \$ 61.84 +	3%	=	\$ 63.70	Year 2 Avg Hourly Rate
Year 2 \$ 63.70 +	3%	=	\$ 65.61	Year 3 Avg Hourly Rate
Year 3 \$ 65.61 +	3%	=	\$ 67.58	Year 4 Avg Hourly Rate
Year 4 \$ 67.58 +	3%	=	\$ 69.61	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1 20.0% *	1400 =	280.0	Estimated Hours Year 1
Year 2 35.0% *	1400 =	490.0	Estimated Hours Year 2
Year 3 35.0% *	1400 =	490.0	Estimated Hours Year 3
Year 4 5.0% *	1400 =	70.0	Estimated Hours Year 4
Year 5 5.0% *	1400 =	70.0	Estimated Hours Year 5
Total 100.0%	Total =	1400	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number hours)

Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1 \$ 61.84 *	280.0 =	\$ 17,315.20	Estimated Hours Year 1
Year 2 \$ 63.70 *	490.0 =	\$ 31,213.00	Estimated Hours Year 2
Year 3 \$ 65.61 *	490.0 =	\$ 32,148.90	Estimated Hours Year 3
Year 4 \$ 67.58 *	70.0 =	\$ 4,730.60	Estimated Hours Year 4
Year 5 \$ 69.61 *	70.0 =	\$ 4,872.70	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 90,280.40	
Direct Labor Subtotal before Escalation =		\$ 86,578.00	
Estimated Total of Direct Labor Salary Increase =		\$ 3,702.40	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section ????
- Estimated yearly percent completed from resource loaded schedule

Contract: 23-1002845			Date: 1/30/2023			Detail Sheet																															
Task Description			Consultant																																		
			Twining																																		
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI			
Row	WBS Number	Drawing or Item of Work - Titles	Material Testing PM	Pavement Engineering Lead	Registered Geotech Engineer	Material testing Inspector -Group II	Material testing Inspector -Group II	Material testing Inspector -Group I	Material testing Inspector -Group I																									Total Hours			
1		Project Management	100.0																															100.0			
2		Material Testing				400.0																												400.0			
3		Material Testing					400.0																											400.0			
4		Material Testing						500.0																										500.0			
Total Hours			100.0	0.0	0.0	400.0	400.0	500.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1,400.0			

Exhibit B 12.f

Attachment: 23-1002845_FR348_Cost Proposal_SYRUSA_Rev2.16.23 (9561 : I-10 Mt Vernon Ave Amendment No. 2 to Contract 18-1001869 &

Cost/Price Form for Cost Plus Fixed Fee RFP

Exhibit B

12.f

Consultant ZT Consulting Group

Contract No. 23-1002845

Date 1/31/2023

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Source Inspection PM		50	80.00	100.00	\$90.00	\$4,500.00
Source Inspection SMR		300	50.00	90.00	\$70.00	\$21,000.00
Lead Steel Inspector		300	60.00	90.00	\$75.00	\$22,500.00
QA Steel NDE Inspector		300	50.00	70.00	\$60.00	\$18,000.00
QA Steel Coating Inspector		300	50.00	70.00	\$60.00	\$18,000.00
QA Concrete Inspector		200	50.00	70.00	\$60.00	\$12,000.00
QA Technician		100	40.00	60.00	\$50.00	\$5,000.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00

Labor Costs

- a) Subtotal Direct Labor Costs
b) Anticipated Salary Increases (see page 2 for sample)

\$ \$101,000.00
\$ 4,304.68

c) **TOTAL DIRECT LABOR COSTS** [(a)+(b)]

\$ 105,304.68

Fringe Benefits

- d) Fringe Benefits (Rate 0.000% %)

e) **Total Fringe Benefits** [(c)x(d)]

\$ -

Indirect Costs

- f) Overhead (Rate 104.660% %)
h) General and Administrative (Rate 0.000% %)

- g) Overhead [(c)x (f)]
i) Gen & Admin [(c) x (h)]

\$ 110,211.88
\$ -

j) **Total Indirect Costs** [(g)+(i)]

\$ 110,211.88

Fixed Fee (Profit)

- n) (Rate 8.00% %)

k) **Fixed fee** [(c) + (e) + (j)] x (n)

\$ 17,241.32

Total Loaded Labor Costs

232,757.88

Other Direct Costs (ODC)

- l) Travel/ Mileage Costs (supported by consultant actual costs)
m) Equipment Rental and Supplies (itemize)
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant

\$ 30,000.00
\$
\$
\$

p) **Total Other Direct Costs** [(l) + (m) + (n) + (o)]

\$ 30,000.00

Total cost [(c) + (e) + (j) + (k) + (p)]

\$ 262,757.88

Notes:

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

Attachment: 23-1002845_FR348_Cost Proposal_SYRUSA_Rev2.16.23 (9561 : I-10 Mt Vernon Ave Amendment No. 2 to Contract 18-1001869 &

Cost/Price Form for Cost Plus Fixed Fee RFP

Exhibit B

12.f

Consultant ZT Consulting Group Contract No. 23-1002845 Date 1/31/2023

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$101,000.00 /	1550 =	\$ 65.16	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

Average hourly rate	Proposed Escalation			
Year 1 \$ 65.16 +	3%	=	\$ 67.11	Year 2 Avg Hourly Rate
Year 2 \$ 67.11 +	3%	=	\$ 69.12	Year 3 Avg Hourly Rate
Year 3 \$ 69.12 +	3%	=	\$ 71.19	Year 4 Avg Hourly Rate
Year 4 \$ 71.19 +	3%	=	\$ 73.33	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1 20.0% *	1550 =	310.0	Estimated Hours Year 1
Year 2 35.0% *	1550 =	542.5	Estimated Hours Year 2
Year 3 35.0% *	1550 =	542.5	Estimated Hours Year 3
Year 4 5.0% *	1550 =	77.5	Estimated Hours Year 4
Year 5 5.0% *	1550 =	77.5	Estimated Hours Year 5
Total 100.0%	Total =	1550	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number hours)

Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1 \$ 65.16 *	310.0 =	\$ 20,199.60	Estimated Hours Year 1
Year 2 \$ 67.11 *	542.5 =	\$ 36,407.18	Estimated Hours Year 2
Year 3 \$ 69.12 *	542.5 =	\$ 37,497.60	Estimated Hours Year 3
Year 4 \$ 71.19 *	77.5 =	\$ 5,517.23	Estimated Hours Year 4
Year 5 \$ 73.33 *	77.5 =	\$ 5,683.08	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 105,304.68	
Direct Labor Subtotal before Escalation =		\$ 101,000.00	
Estimated Total of Direct Labor Salary Increase =		\$ 4,304.68	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section ????
- Estimated yearly percent completed from resource loaded schedule

Attachment: 23-1002845_FR348_Cost Proposal_SYRUSA_Rev2.16.23 (9561 : I-10 Mt Vernon Ave Amendment No. 2 to Contract 18-1001869 &

Contract: 23-1002845			Date: 1/31/2023			Detail Sheet																												
Task Description			Consultant																															
			ZT Consulting Group																															
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI
Row	WBS Number	Drawing or Item of Work - Titles	Source Inspection PM	Source Inspection SMR	Lead Steel Inspector	QA Steel NDE Inspector	QA Steel Coating Inspector	QA Concrete Inspector	QA Technician	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Total Hours
1		Source Inspection	50.0	300.0	300.0	300.0	300.0	200.0	100.0																								1,550.0	
		Total Hours	50.0	300.0	300.0	300.0	300.0	200.0	100.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1,550.0

Contract: 23-1002845			Date: 1/31/2023		Detail Sheet																																							
Task Description			Consultant																																									
0			ZT Consulting Group																																									
A	B	C	D1	E1	F	F1	G	G1	H	H1	I	I1	J1	K1	L1	M1	N1	O1	P1	Q1	R1	S1	T1	U1	V1	W1	X1	Y1	Z1	AA1	AB1	AC1	AD1	AE1	AF1	AG1	AH1	AI1	AJ	AK	AL	AM		
			\$ 90.00	\$ 70.00		\$ 75.00		60.00		\$ 60.00		60.00	\$ 50.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	104.66%	8.00%			
Row	WBS Number	Drawing or Item of Work - Titles	Source Inspection PM	Source Inspection SMR	Lead Steel Inspector	Lead Steel Inspector	QA Steel IDE Inspector	QA Steel IDE Inspector	QA Steel Coating Inspector	QA Steel Coating Inspector	QA Concrete Inspector	QA Concrete Inspector	QA Technician																															
1		Source Inspection	\$ 4,500.00	\$ 21,000.00	300.0	\$ 22,500.00	300.0	\$ 18,000.00	300.0	\$ 18,000.00	200.0	\$ 12,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Total Hours	\$4,500.00	\$21,000.00	300.0	\$22,500.00	300.0	\$18,000.00	300.0	\$18,000.00	200.0	\$12,000.00	\$5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Minute Action

AGENDA ITEM: 13

Date: May 3, 2023

Subject:

US 395 Phase 2 Right-of-Way Services Award Contract No. 23-1002844

Recommendation:

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

A. Authorize the Executive Director, or his designee, to award and execute Contract No. 23-1002844 with Epic Land Solutions, Inc. for Right-of-Way Services for the US 395 Phase 2 Widening project (Project) in an amount not-to-exceed \$3,378,813.94 upon receipt of the Pre-Award Audit (if required) and California Department of Transportation submission of the Exhibit 10-C, Consultant Contract Reviewer Checklist, subject to approval as to form by General Counsel.

B. Approve a contingency budget of \$337,881.39 for Contract No. 23-1002844, and authorize the Executive Director, or his designee, to release contingency as necessary for the Project per SBCTA's Contracting and Procurement Policy No. 11000.

Background:

US 395 is designated as a "Priority Interregional Highway" in the California Department of Transportation (Caltrans) 2021 Interregional Transportation Strategic Plan (ITSP). US 395 is widely recognized as a critical linkage for goods movement, supporting the economies of multiple inland counties and an important agricultural route to and from the Central Valley.

The Project Approval/Environmental Document (PA/ED) to widen US 395 from Interstate 15 (I-15) to Desert Flower Road from two (2) to four (4) lanes, a length of approximately sixteen (16) miles was completed in December 2009. A Supplemental Project Report and Environmental Reevaluation (ER) to phase the project was approved by Caltrans in November 2017. The first segment (US 395 Phase 1 Widening) between Palmdale Road State Route 18 (SR 18) and Chamberlaine Way was completed and opened for beneficial use in 2020. This "gap closure" between I-15 and SR 18 for the US 395 Phase 2 Widening Project (Project) is the second segment of the three-phase project. Phase 3 between Chamberlaine Way and Desert Flower Road will be undertaken in the future as funding becomes available.

The Project will widen US 395 from two (2) lanes to four (4) lanes, with a continuous median, between I-15 and SR 18, a distance of approximately seven (7) miles. It would be a collaborative effort by San Bernardino County Transportation Authority (SBCTA) and Caltrans to close a critical gap on the US 395 in the Victor Valley region.

On December 7, 2022, the SBCTA Board of Directors (Board) approved the release of Request for Proposals (RFP) No. 23-1002844 for Right-of-Way (ROW) Services for the Project. On December 7, 2022, after Board approval, RFP No. 23-1002844 was released and posted on PlanetBids and SBCTA's website to solicit firms to assist SBCTA in providing ROW services for the Project. The solicitation was issued in accordance with SBCTA's Contracting and Procurement Policy No. 11000. The solicitation was sent electronically to approximately 125 firms and consultants registered on PlanetBids. Of the 125 firms notified, 38 firms downloaded the RFP.

Entity: San Bernardino County Transportation Authority

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The Pre-Proposal Conference was held on December 12, 2022. On December 28, 2022, Addendum No. 1 was released to incorporate listing all Disadvantaged Business Enterprises in the RFP. On January 10, 2023, Addendum No. 2 and 3 were released to replace the Disclosure of Campaign Contributions to Board of Directors forms, extend the proposal due date to January 13, 2023, and update the SBCTA Board of Directors and Alternates List.

On January 13, 2023, SBCTA received five (5) proposals by the date and time specified in the RFP, from the following firms (in alphabetical order):

1. Dokken Engineering
2. Epic Land Solutions
3. Monument
4. Overland Pacific & Cutler (OPC)
5. Paragon Partners

A responsiveness review was conducted by the Procurement Analyst and found that four (4) out of the five (5) proposals were in compliance with the requirements outlined in the RFP. The Project Management team determined that one firm, Overland Pacific and Cutler (OPC), had a conflict of interest as they are performing utility services with the Project design team, which potentially gave them access to project information not available to the other teams.

The Evaluation Committee was comprised of staff from SBCTA and Caltrans. The Evaluation Committee concluded their individual review of the proposals and convened, on January 26, 2023, to review, discuss, and score the proposals. Each proposal was scored according to the evaluation criteria, including proposal's strength and weakness. At the completion of the discussion, the Evaluation Committee individually scored the proposals and determined to interview all four (4) firms.

On January 31, 2023, all four (4) firms were interviewed, and the Evaluation Committee considered all firms qualified to perform the work specified in the RFP.

As a result of the scoring, the Evaluation Committee recommended that the contract to perform the scope of work, as outlined in RFP No. 23-1002844, be awarded to the highest ranking firm, Epic Land Solutions, Inc. The firm clearly demonstrated a thorough understanding of the scope of work, proposed a qualified team, had a clear and concise work plan, showed the ability to perform the work necessary to complete the Project on schedule and within budget.

This contract will be funded with Coronavirus Response and Relief Supplemental Appropriation Act (CRRSAA) funds and Surface Transportation Block Grant Program (STP) funds. Staff is working with Caltrans staff to confirm whether a pre-award audit is required for this contract.

Staff recommends the following:

Recommendation A

Authorize the Executive Director, or his designee, to award and execute Contract No. 23-1002844 with Epic Land Solutions, Inc. for ROW Services for the US 395 Phase 2 Widening project in an amount not-to-exceed \$3,378,813.94 upon receipt of the Pre-Award Audit (if required) and Caltrans submission of the Exhibit 10-C, Consultant Contract Reviewer Checklist, subject to approval as to form by General Counsel.

San Bernardino County Transportation Authority

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Recommendation B

Approve a contingency budget of \$337,881.39 for Contract No. 23-1002844, and authorize the Executive Director, or his designee, to release contingency as necessary for the Project per SBCTA's Contracting and Procurement Policy No. 11000.

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget under Task No. 0820 Freeway Projects, Sub-Task No. 0844 US-395 Widening Phase 2.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on April 21, 2023. 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: May 3, 2023

Witnessed By:

San Bernardino County Transportation Authority

General Contract Information

Contract No: 23-1002844 Amendment No.: _____

Contract Class: Payable Department: Project Delivery

Vendor No.: 02727 Vendor Name: Epic Land Solutions

Description: Professional Services Contract for Right-of-Way Services for the US-395 Ph 2 Widening

List Any Related Contract Nos.: 22-1002775, 22-1002816

Dollar Amount

Original Contract	\$	3,378,813.94	Original Contingency	\$	337,881.39
Prior Amendments	\$	-	Prior Amendments	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	3,378,813.94	Total Contingency Value	\$	337,881.39
Total Dollar Authority (Contract Value and Contingency)				\$	3,716,695.33

Contract Authorization

Board of Directors Date: 05/03/2023 Board Item # 9573

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No No Budget Adjustment

Federal Right of Way Services N/A

Accounts Payable

Estimated Start Date: 05/03/2023 Expiration Date: 03/31/2026 Revised Expiration Date:

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

							Total Contract Funding:		Total Contingency:	
	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$
GL	2010	40	0820	0844	53720	42101021	640	STP	1,233,139.94	337,881.39
GL	2082	40	0820	0844	53720	42106849	640	CRRSAA	2,145,674.00	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-
GL									-	-

Kristi Lynn Harris

Project Manager (Print Name)

Henry Stultz

Task Manager (Print Name)

Additional Notes: Related Z23-1002914 and Z23-1002915 (PSA 23-1002913)

Attachment: 23-1002844 CSS - EPIC - US395 Ph 2 ROW - 02-07-2023 (9573 : US 395 Phase 2 ROW Services Award Contract No. 23-1002844)

CONTRACT NO. 23-1002844

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

EPIC LAND SOLUTIONS, INCORPORATED

FOR

RIGHT-OF-WAY SERVICES FOR US395 PHASE 2 PROJECT

This contract (referred to as “Contract” or “Agreement”), is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA” or “LOCAL AGENCY”) whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and Epic Land Solutions, Incorporated (“CONSULTANT”) whose address is 3850 Vine Street, Suite 200, Riverside, California 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 work identified herein; and

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

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I. INTRODUCTION

- A. The work to be performed under this Contract is set forth in Exhibit A “Scope of Work” and Exhibit B “CONSULTANT’s Approved Cost Proposal” (“Cost Proposal”) dated 2/22/23 (collectively the “Work” or “Services”).
- B. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of SBCTA.
- C. Without the written consent of SBCTA, this Contract is not assignable by CONSULTANT either in whole or in part. SBCTA may assign its rights and obligations under this Contract in whole or in part to any related or successor agency. However, claims for money due or which become due to CONSULTANT from LOCAL AGENCY under this Contract may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.

- D. No alteration or variations of the terms of this Contract shall be valid, unless made in writing and signed by the Parties; and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties.
- E. The consideration to be paid to CONSULTANT as provided in this Contract shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
- F. SBCTA's Project Manager or Contract Administrator for this Contract is Kristi Lynn Harris. Contract Administrator delegates authority to issue the Notice to Proceed to SBCTA's Procurement Analyst.

ARTICLE II. PROJECT DESCRIPTION/SCOPE OF WORK

CONSULTANT agrees to perform the Work in accordance with all applicable professional architectural, engineering, construction management, land surveying and/or materials testing standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined herein. The word "Work", as used herein, includes without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and Work imposed upon or assumed by CONSULTANT hereunder. The Work performed under this Contract shall be completed to the satisfaction of SBCTA, with its satisfaction being based on prevailing applicable professional standards. Scope of Work is sometimes referred to as Statement of Work in this Contract. The Scope of Work is more fully described in Exhibit A.

ARTICLE III. CONSULTANT'S REPORTS OR MEETINGS

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

ARTICLE IV. PERFORMANCE PERIOD

- A. This Contract shall go into effect on April 5, 2023, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The Contract shall end on March 31, 2026, unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the Contract is fully executed and approved by LOCAL AGENCY.

ARTICLE V. ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this Contract will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the Work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, Exhibit B, unless additional reimbursement is provided for by contract amendment. In no event will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal, Exhibit B. In the event that LOCAL AGENCY determines that a change to the Work from that specified in the Cost Proposal and Contract is required, the contract time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by contract amendment to accommodate the changed Work. The maximum total cost as specified in Paragraph "I" shall not be exceeded, unless authorized by contract amendment.
- B. The indirect cost rate established for this Contract is extended through the duration of this specific Contract.
- C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of Seventy-Five Thousand Three Hundred Eighty-Seven Dollars and Ninety-Four Cents (\$75,387.94). The fixed fee is nonadjustable for the term of the Contract, except in the event of a significant change in the Scope of Work and such adjustment is made by contract amendment.
- D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Scope of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- G. No payment will be made prior to approval of any Work, nor for any Work performed prior to approval of this Contract.
- H. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices. Invoices shall be submitted no later than 45 calendar days after the performance of Work for which CONSULTANT is billing except for the month of June, which will require the invoice to be submitted by July 10th. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain

the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase of this Contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be emailed to LOCAL AGENCY's Contract Administrator at: ap@gosbcta.com

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

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

- I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed Three Million Three Hundred Seventy-Eight Thousand Eight Hundred Thirteen Dollars and Ninety-Four Cents (\$3,378,813.94).

- J. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by LOCAL AGENCY's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

- K. All subcontracts in excess of \$25,000 shall contain the provisions of this Article.

ARTICLE VI. TERMINATION

- A. LOCAL AGENCY reserves the right to terminate this Contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. LOCAL AGENCY may temporarily suspend this Contract, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this Contract. A temporary suspension may be issued concurrent with the notice of termination.
- C. LOCAL AGENCY may terminate this Contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the Work in manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this Contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this Contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the Contract, in which case the overage shall be deducted from any sum due CONSULTANT under this Contract and the balance, if any, shall be paid to CONSULTANT upon demand.

ARTICLE VII. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR Part 31, shall be used to determine the cost allow ability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 or 48 CFR Part 31, are subject to repayment by CONSULTANT to LOCAL AGENCY.

ARTICLE VIII. RETENTION OF RECORDS/AUDIT

- A. For the purpose of determining compliance with Government Code 8546.7, CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate work papers, and other evidence pertaining to the performance of the Contract, including but not limited to, the costs, of administering the Contract. All parties, including the CONSULTANT's Independent CPA, shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the Contract. The state, State Auditor, LOCAL AGENCY, Federal Highway Administration (FHWA), or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants' (CPA) work papers that are pertinent to the Contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

ARTICLE IX. AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this Contract.
- D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Contract, Cost Proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Contract, Cost Proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the Contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments (including LOCAL AGENCY) have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the Contract and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review by Caltrans' Independent Office of Audits and Investigation (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Contract terms and cause for termination of the Contract and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely matter. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR compliant ICR (e.g., 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI. Accepted rates will be as follows:
 - a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
3. If the CONSULTANT fails to comply with the provisions of this Section E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Contract.
4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA-audited ICR; (2) all work under this Contract has been completed to the satisfaction of LOCAL AGENCY; and (3) IOAI has issued its final ICR review letter. The CONSULTANT must submit its final invoice to LOCAL AGENCY no later than 60

days after occurrence of the last of these items. The accepted ICR will apply to this Contract and all other contracts executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X. SUBCONTRACTING

- A. Nothing contained in this Contract or otherwise shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the Work contemplated with resources available within its own organization and no portion of the Work pertinent to this Contract shall be subcontracted without written authorization by LOCAL AGENCY's Contract Administrator, except that which is expressly identified in the approval Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.
- D. All subcontracts entered into as a result of this Contract shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).
- F. Prompt Progress Payment:

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than one hundred fifty percent (150) of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

ARTICLE XI. EQUIPMENT PURCHASE

- A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this Contract is subject to the following:
 - 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the Contract, or if the Contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.
 - 2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII. STATE PREVAILING WAGE RATES

- A. CONSULTANT and Subconsultants must register with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this Contract, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages in accordance with the General Prevailing Wage Rate Determinations available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>), as well as the Department of Industrial Relations website at <http://www.dir.ca.gov>. These wage rates are made a specific part of this Contract by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to

- serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. CONSULTANT shall ensure that it and each of its subconsultant keeps accurate certified payroll records in accordance with Labor Code §1776 and 8 CCR §16000.
 - D. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements.
 - E. Eight (8) hours labor constitutes a legal day's work. Time of service of any worker employed by CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work is restricted or limited to no more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815. Any violation of this provision shall subject CONSULTANT to penalties as specified in Labor Code §1813.
 - F. Employment of Apprentices.
 - 1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
 - 2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII. CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this Contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Contract.
- C. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

- D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this Contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Contract.

ARTICLE XIV. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

ARTICLE XV. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
1. No State, Federal or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or an employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract, CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed one hundred thousand dollars (\$100,000) and that all such sub-recipients shall certify and disclose accordingly.

ARTICLE XVI. NON-DISCRIMINATION AND STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and 2 CCR § 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not deny the Contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military or veteran status. Consultant and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (2 CC R § 110005 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in 2 CCR §§ 8100-8504, are incorporated into this Contract by reference and made a part hereof as if set forth in full.
- D. Consultant shall permit access by representatives of the Department of Fair Employment and Housing Act and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information in its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- E. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. The Consultant shall comply with regulations relative to Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq. Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, or disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- G. The CONSULTANT, with regard to the work performed by it during the Agreement shall act in accordance with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 – Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the Consultant shall not participate directly or indirectly in the discrimination prohibited by 49 CFR § 21.5, including employment practices and the selection and retention of Subconsultants.

- H. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Contract.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII. DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by the FHWA.

ARTICLE XVIII. FUNDING REQUIREMENTS

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

- D. SBCTA has the option to terminate the Contract under the 30-day cancellation clause or by mutual agreement, or to amend the Contract to reflect any reduction of funds.

ARTICLE XIX. CHANGE IN TERMS

- A. This Contract may be amended or modified only by mutual written agreement of the Parties.
- B. CONSULTANT shall only commence Work covered by an amendment after the amendment is executed and the NTP has been provided by SBCTA's Procurement Analyst.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the CONSULTANT's Approved Cost Proposal, without prior written approval of SBCTA.

ARTICLE XX. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. CONSULTANTS must give consideration to DBE firms as specified in 49 CFR, Part 26. If the Contract has a DBE goal, CONSULTANT must meet the DBE goal by using DBEs as subconsultants or documenting a good faith effort to have met the goal. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace the subconsultant with another DBE subconsultant if the goal is not otherwise met. A DBE may be terminated only with written approval by SBCTA and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting SBCTA's consent for the proposed termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- B. SBCTA, as a recipient of federal financial assistance, is required to implement a Disadvantaged Business Program in accordance with federal regulations at 49 CFR Part 26 issued by the U.S. Department of Transportation (DOT). The contract specific goal for this project pursuant to the CONSULTANT's Approved Cost Proposal is 21%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Exhibit 10-O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. CONSULTANT must furnish all documentation satisfactory to SBCTA that the work committed to DBEs was actually performed by DBEs. Requests for progress payments must include a summary of payments (Caltrans Form Exhibit 9-F) actually made to DBEs during the invoice period, which includes a total of all payments made to all subconsultants under this Contract. DBE participation shall be credited toward the overall DBE goal only when payments are actually made to the DBE firms. CONSULTANT shall submit on the Exhibit 9-F form per the Caltrans Exhibit 9-F Instructions. Upon completion of the Contract, CONSULTANT shall submit "Final Report-Utilization of Disadvantaged Business Enterprises--First Tier Subconsultants" Form 17-F with the final invoice. Failure to submit the required reports shall result in SBCTA imposing a penalty of \$100 per day, per report.

- D. CONSULTANT shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in SBCTA exercising the right to impose administrative remedies, which shall include, but shall not be limited to the following: withholding of payment due to CONSULTANT equivalent to the difference between the actual DBE attainment and the Contract DBE goal; suspension of payment to CONSULTANT of any other monies held by SBCTA; and termination of the Contract, in whole or in part. The administrative remedies shall not apply if the CONSULTANT is able to demonstrate, to the satisfaction of SBCTA, that it exercised Good Faith Efforts in an attempt to meet the Contract DBE goal.
- E. SBCTA will bring to the attention of the DOT Operating Administration, in writing, any false, fraudulent, or dishonest conduct in connection with SBCTA's administration of Caltrans' DBE program, to enable the DOT Operating Administration to take the necessary and appropriate steps (e.g. referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, or action under suspension and debarment or Program Fraud and Civil Penalties rules) as provided in Title 49 CFR, Part 26, Section 26.109. SBCTA also will consider similar action under its own legal authorities, including, but not limited to, responsibility determinations in future contracts.
- F. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.

ARTICLE XXI. CONTINGENT FEE

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

ARTICLE XXII. DISPUTES

Prior to either party commencing any legal action under this Contract, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after a reasonable period of time of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

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

ARTICLE XXIII. INSPECTION OF WORK

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

ARTICLE XXIV. SAFETY

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

ARTICLE XXV. INSURANCE

- A. CONSULTANT shall furnish SBCTA with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page(s) of the CGL policy listing all policy endorsements, before work begins. SBCTA reserves the

right to require full-certified copies of all Insurance coverages and endorsements. Prior to commencing the Work, at all times during the performance of the Work, and for such additional periods as required herein, CONSULTANT shall, at CONSULTANT's sole expense, procure and maintain insurance coverage with the following minimum requirements, and shall require all subcontractors of every tier performing any portion of the Work to procure and maintain such insurance as specified below:

1. Professional Liability. The policies must include the following:

- \$2,000,000 per claim limits
- \$4,000,000 in the aggregate for all claims.
 - Coverage shall be appropriate for the CONSULTANT'S profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT'S professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.
- If Coverage is on a claims made basis:
 - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.
 - CONSULTANT shall secure and maintain "tail" coverage for a minimum of three (3) years after SBCTA issues the final payment under this contract.

2. Worker's Compensation/Employer's Liability. The policies must include the following:

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

Such policies shall contain a waiver of subrogation (ISO form WC 00 03 13, or equivalent) in favor of the parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable workers' compensation laws in effect during performance of the Work by CONSULTANT or any subconsultant of any tier. All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONSULTANT and all parties named as Indemnitees below. SBCTA and CONSULTANT must be certificate holders and must be provided at least 30 days advance notice of cancellation, unless the cancellation is for non-payment, then at least 10 days advance notice of cancellation shall be provided. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

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

A commercial general liability policy written on an occurrence form that shall provide coverage at least as broad as the coverage provided by ISO form CG 00 01. The Indemnified Parties shall be named, by specific endorsement, as additional insureds using ISO form CG 20 10 10 01 and ISO form CG 20 37 10 01, or their respective equivalent

forms, to include completed operations coverage, and the following:

- \$5,000,000 per occurrence limit/\$5,000,000 in the aggregate for property damage or bodily injury
- \$2,000,000 per occurrence limit/\$2,000,000 in the aggregate for personal injury and advertising injury
- \$5,000,000 per occurrence limit for products/completed operations coverage. CONSULTANT shall maintain products and completed operations coverage for 3 years following the issuance by SBCTA of the final payment under this contract. Coverage is to be on an “occurrence” form. “Claims made” and “modified occurrence” forms are not acceptable.
- An endorsement stating that any aggregate limits apply on a “per project” and on a “per location” basis.
- The project name must be indicated under “Description of Operations/Locations.”
- The policy shall be endorsed to provide: “This insurance will be primary and noncontributory with any other insurance of the additional insureds.”
- Shall have no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under an insured contract
- Have no exclusion for professional services except the latest ISO form CG 22 79 or CG 22 80 or both; and include products and completed operations liability coverage for a period of not less than 3 years following the last payment under this contract issued by SBCTA.
- All sub-CONSULTANTS of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the CGL insurance coverage with limits not less than:
 - Each occurrence limit: \$1,000,000
 - General aggregate limit: \$2,000,000
 - Personal injury and advertising limit \$1,000,000
 - Products-completed operations aggregate limit \$2,000,000
 - All sub-CONSULTANTS’ and all subs of any tier deductibles or self-insured retentions must be acceptable to SBCTA’s Risk Manager.

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

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

(drops down) in the event the primary limits are impaired or exhausted.

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

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

5. Commercial Auto. The policy must include the following:

- Auto Liability limits of not less than \$5,000,000 each accident
- Combined Bodily Injury and Property Damage Liability insurance
- Coverage must include owned autos, hired or non-owned autos

The commercial automobile liability insurance shall be written on the most recent edition of ISO form CA 00 01 or equivalent acceptable to SBCTA and shall include, without limitation, contractual liability coverage and additional insured status for the Additional Insureds named below. CONSULTANT waives all rights of subrogation against the Additional Insureds named below, for recovery of loss, injury and/or damages to the extent such loss, injury and/or damages are covered by the commercial automobile liability insurance required herein. All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with the same waiver of subrogation in favor of all parties named as Additional Insureds below, and CONSULTANT.

6. Cyber Liability/Technology Professional Liability Errors and Omissions Insurance.

Coverage shall be appropriate to the Consultant's profession and work hereunder, with limits not less than \$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.

7. Pollution Liability. Intentionally Omitted

B. General Provisions

1. Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VIII or better and if policies are written by insurance carriers that are non- admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-X or better, unless otherwise approved in writing by SBCTA's Risk Manager.
2. Additional Insured Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall name San Bernardino County Transportation Authority (SBCTA), Caltrans, State Department of Water Resources, City of Hesperia and the City of Victorville 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 any additionally insured party to vicarious liability, but shall allow coverage for the additionally insured parties to the full extent provided by the policy.
3. Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.
4. Deductibles or Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-consultants to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. At the option of SBCTA, if the deductible or SIR is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA will have the

right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The Contractor's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any Contractor's deductible or SIR.

5. CONSULTANT's and Subconsultants' Insurance Primary. All policies required to be maintained by the CONSULTANT or any subconsultant with the exception of Professional Liability and Worker's Compensation shall be endorsed to be primary coverage, and any coverage carried by any of the Additional Insureds named herein shall be excess and non-contributory.
6. Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds. Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.
7. Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at procurement@gosbcta.com to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.
8. Non-Limitation of Insurance Requirements - The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the Contractor's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the Contractor shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the Contractor is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the Contractor arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action"

claims, including any exclusion for bodily injury to an employee of the insured or of any Subcontractor. The Contractor acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.

9. Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.
10. No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
11. Project Specific Insurance. All insurance coverage required to be provided by CONTRACTOR, with the exception of automobile liability and worker's compensation, shall apply specifically and exclusively for the Project and extend to all aspects of the Work, with coverage limits dedicated solely to the Project. Use of other insurance programs is acceptable, provided that coverage under such programs provides dedicated Project-specific limits and identified premiums and meets all requirements described in contract.
12. No Representations or Warranties. SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONSULTANT against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.
13. Review of Coverage. SBCTA may at any time review the coverage, form, and amount of insurance required under this contract, and may require the CONSULTANT to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk that exists at that time. SBCTA may change the insurance coverages and limits required under this contract by notice to the CONSULTANT, whereupon the CONSULTANT will, within sixty (60) days of such notice date, procure the additional and/or modified insurance coverages. Upon such change any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Change Order.

14. Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce the amounts of insurance limits provided by sub-consultants to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the sub-consultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.
15. Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.
16. Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE XXVI. INDEMNITY

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

CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by SBCTA) San Bernardino County Transportation Authority, Caltrans, City of Hesperia and the City of Victorville, and their respective directors, officers, employees, agents and volunteers, from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to or are related to the negligence, recklessness, or willful misconduct of the design professional to the maximum extent permitted by Civil Code Section 2782.8.

- B. For all other Work and obligations under this Contract, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, Caltrans, City of Hesperia, the City of Victorville and their respective directors, officers, employees, agents and volunteers ("Indemnitees"), from any and all claims, actions, losses, damages and/or liability ("Claims") arising out of or related to any act or omission of CONSULTANT or any of its officers, employees, agents, subconsultants or volunteers, and for any costs or expenses incurred by Indemnitees on account of any such Claims except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CONSULTANT's indemnification obligation applies to an Indemnitee's "active" as well as "passive" negligence but does not apply to an Indemnitee's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

ARTICLE XXVII. OWNERSHIP OF DATA

- A. Upon completion of all Work under this Contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this Contract will automatically be vested in SBCTA, and no further agreement will be necessary to transfer ownership to SBCTA. CONSULTANT shall furnish SBCTA all necessary copies as needed to complete the review and approval process.

- B. Additionally, it is agreed that the Parties intend this to be a Contract for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of SBCTA without restriction or limitation upon its use or dissemination by SBCTA.
- C. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the Project for which this Contract has been entered into.
- D. CONSULTANT is not liable for claims, liabilities, or losses arising out of or connected with the modification or misuse by SBCTA of the machine-readable information and data provided by CONSULTANT under this Contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of or connected with any use by SBCTA of the project documentation on other projects or additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- E. Applicable patent rights provisions regarding rights to inventions shall be included in the Contract as appropriate (48 CFR 27, Subpart 27.3, Patent Rights under Government Contracts for federal-aid contracts).
- F. SBCTA may permit copyrighting reports or other agreement products. If copyrights are permitted, the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.
- G. Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.

ARTICLE XXVIII. CLAIMS FILED BY SBCTA's CONSTRUCTION CONTRACTOR

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

ARTICLE XXIX. CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to SBCTA's operations which are designated confidential by SBCTA and made available to CONSULTANT in order to carry out this Contract shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion or at a public hearing held by SBCTA relating to the Contract shall not authorize CONSULTANT to further disclose such information or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media, including social media, regarding the Contract or SBCTA's actions on the same, except to SBCTA's staff, CONSULTANT's own personnel involved in the performance of this Contract, at public hearings or in response to questions from a SBCTA Board Committee or other public meeting approved by SBCTA.
- D. CONSULTANT shall not issue any news release or public relations item of any nature whatsoever regarding Work performed or to be performed under this Contract without prior review of the contents thereof by SBCTA and receipt of SBCTA's written permission.
- E. Any SBCTA communications or materials to which CONSULTANT or its subconsultants or agents have access, or materials prepared by CONSULTANT under the terms of this Contract, shall be held in confidence by CONSULTANT, who shall exercise reasonable precautions to prevent the disclosure of confidential information to anyone except as expressly authorized by SBCTA or except by court order. Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing Work under this Contract shall be subject to attorney-client privilege and attorney work product doctrine and shall be confidential. CONSULTANT shall not release any reports, information or promotional material or allow for the use of any photos related to this Contract for any purpose without prior written approval of SBCTA. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, SBCTA has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, SBCTA's attorney's fees and disbursements, including without limitation experts' fees and disbursements.
- F. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- G. CONSULTANT, its employees, agents and subconsultants shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information ("PII") and/or Sensitive Security Information ("SSI") will be required to execute a Confidentiality Agreement.

ARTICLE XXX. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because

of CONSULTANT's failure to comply with an order of a federal court that ordered CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXXI. EVALUATION OF CONSULTANT

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

ARTICLE XXXII. RETENTION OF FUNDS

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- B. No retainage will be withheld by SBCTA from progress payments due CONSULTANT. Retainage by CONSULTANT or subconsultants is prohibited, and no retainage will be held by CONSULTANT from progress payments due subconsultants. Any violation of this provision shall subject the violating CONSULTANT or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Civil Code Section 3321. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE CONSULTANTS and subconsultants.

ARTICLE XXXIII. RESPONSIBILITY OF CONSULTANT

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

ARTICLE XXXIV. TECHNICAL DIRECTION

- A. Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager. The term "Technical Direction" is defined to include, without limitation:
1. Directions to CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Work.
 2. Provision of written information to CONSULTANT which assists in the interpretation of drawings, reports, or technical portions of the Scope of Work described herein.
 3. Review and, where required by the Contract, approval of technical reports, drawings, specifications and technical information to be delivered by CONSULTANT to SBCTA under the Contract.
 4. SBCTA may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications as defined herein are limited to: substitutions of personnel identified in this Contract, including Key Personnel and project personnel and subconsultants; modifications to hourly rates, classifications, and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All administrative modifications shall be documented in writing between the Parties.
- B. Technical Direction must be within the Scope of Work under this Contract. SBCTA does not have the authority to, and may not, issue any Technical Direction which:
1. Increases or decreases the Scope of Work;
 2. Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;
 3. In any manner causes an increase or decrease in the Contract price as identified in this Contract, or the time required for Contract performance, unless expressly authorized by SBCTA policy;
 4. Changes any of the expressed terms, conditions or specifications of the Contract; unless identified herein;
 5. Interferes with the CONSULTANT's right to perform the terms and conditions of the Contract; or
 6. Approves any demand or claim for additional payment.
- C. Failure of CONSULTANT and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken, shall be subject to the provisions of the "DISPUTES" Article herein.
- D. All Technical Direction shall be issued in writing by SBCTA's Project Manager.
- E. CONSULTANT shall proceed promptly with the performance of Technical Direction, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA falls

within one of the categories defined in B.1. through B.6. of this Article, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from the CONSULTANT, SBCTA's Project Manager shall:

1. Advise CONSULTANT in writing within thirty (30) calendar days after receipt of the CONSULTANT's letter that the Technical Direction is or is not within the scope of this Contract.
2. Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

F. There shall be no changes in CONSULTANT's Key Personnel as identified herein, without prior written approval by SBCTA's Project Manager.

ARTICLE XXXV. KEY PERSONNEL

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

Key Personnel are:

Name	Job Classification/Function
Kari Anvick	Senior Contract / Project Manager (Epic)
Darcy Mendoza	Project Manager (Epic)
Melissa Mann	Senior ROW Agent (Epic)
Addiel Flores	Senior ROW Agent (Epic)
Maria Sauza	Senior ROW Agent (Epic)
Tyler Kelleher	Senior ROW Agent (Epic)
Sean Smith	Survey Lead (Psomas)

ARTICLE XXXVI. REPRESENTATIONS

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

ARTICLE XXXVII. ADDITIONAL TERMINATION PROVISIONS

A. In addition to the terms of Article VI, the following provisions apply to termination of the Contract.

- B. Termination for Convenience – SBCTA’s Executive Director shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONSULTANT specifying the date of termination. On the date of termination stated in said notice, CONSULTANT shall promptly discontinue performance of Work and shall preserve Work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.
1. CONSULTANT shall deliver to SBCTA all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms of this Contract.
 2. If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
 3. CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT’s tools and equipment, if any, to it or its suppliers’ premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.
- C. Termination for Cause – In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed against CONSULTANT or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its subconsultants related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the products and finished Work by whatever method SBCTA may deem expedient.
1. A waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT of the same or any other provision, nor be deemed to waive, amend, or modify this Contract.
 2. CONSULTANT shall deliver to SBCTA all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA within ten (10) working days of said notice.
- D. All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONSULTANT be entitled to any payment for prospective profits or any damages because of such termination.

ARTICLE XXXVIII. OPTION TERMS

SBCTA at its sole discretion may extend the original term of the Contract by exercising up to two (2) one year option terms. The maximum term of this Contract, including all option term(s) if exercised, will not exceed March 2028.

ARTICLE XXXIX. ADDITIONAL PAYMENT TERMS.

A. *Intentionally Omitted.*

B. STATEMENT WITH INVOICES.

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

C. JUNE INVOICES.

The invoice for Work performed in the month of June shall be submitted by July 10th.

ARTICLE XL. TAXES, DUTIES AND FEES

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

ARTICLE XLI. PERMITS AND LICENSES

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

ARTICLE XLII. CONFLICT OF INTEREST CODE

See Article XIII.

ARTICLE XLIII. NOTIFICATION

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

To EPIC LAND SOLUTIONS INC.	To SBCTA
3850 Vine Street, Suite 200	1170 W. 3rd Street, 2nd Floor
Riverside, CA 92507	San Bernardino, CA 92410-1715
Attn: Kari Anvick, SR/WA	Attn: Kristi Lynn Harris, kharris@gosbcta.com
anvick@epicland.com	cc: Procurement Manager, procurement@gosbcta.com
Phone: (951) 321-1800	Phone: (909) 884-8276

ARTICLE XLIV. STOP WORK ORDER

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

ARTICLE XLV. CLAIMS

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

ARTICLE XLVI. ERRORS AND OMISSIONS

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

ARTICLE XLVII. WARRANTY

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

ARTICLE XLVIII. INDEPENDENT CONTRACTOR

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

whatsoever be considered employees or agents of SBCTA.

LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the Contract, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel.

Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against SBCTA based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

ARTICLE XLIX. PROMPT PAYMENT FROM THE LOCAL AGENCY TO CONSULTANT

The LOCAL AGENCY shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT or as promptly as fiscal procedures will permit. If SBCTA fails to pay promptly, SBCTA shall pay interest to CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount remaining due. Upon receipt of a payment request, SBCTA shall act in accordance with both of the following:

- A. Each payment request shall be reviewed by SBCTA as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
- B. Any payment request determined not to be a proper payment request suitable for payment shall be returned to CONSULTANT as soon as practicable, but not later than seven (7) days after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

ARTICLE L. ATTORNEYS' FEES

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

ARTICLE LI. GOVERNING LAW AND VENUE

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

ARTICLE LII. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE LIII. PRECEDENCE

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

ARTICLE LIV. GRATUITIES

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

ARTICLE LV. REVIEW AND ACCEPTANCE

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

ARTICLE LVI. DRUG FREE WORKPLACE

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

ARTICLE LVII. FORCE MAJEURE

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

ARTICLE LVIII. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

CONSULTANT shall comply with all applicable provisions of the Americans With Disabilities Act (42 U.S.C. § 12101 et seq.) in performing Work under this Contract.

ARTICLE LIX. CLEAN AIR

CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387) as amended. CONSULTANT shall report each violation to SBCTA, who will in turn report each violation as required to assure notification to the Federal Awarding Agency and the appropriate EPA Regional Office. CONSULTANT agrees to include this requirement in all of its subcontracts which exceed \$100,000.

ARTICLE LX. TITLE VI ASSURANCES

CONSULTANT must adhere to the Title VI assurances listed below:

- A. During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:
1. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
 2. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
 3. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 4. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

5. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed ninety days (90); and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
 6. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.
- B. CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.
- C. During the performance of this Contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:
- Pertinent Non-Discrimination Authorities:
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
 - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
 - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131

- 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
 - The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- D. All subcontracts shall contain the provisions of this Article.

ARTICLE LXI. ENTIRE DOCUMENT

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

ARTICLE LXII. CONTRACT

The two Parties to this Contract, who are the CONSULTANT and SBCTA, hereby agree that this Contract constitutes the entire agreement which is made and concluded in duplicate between the two Parties. Both of these Parties for and in consideration of the payments to be made, conditions mentioned, and Work to be performed, each agree to diligently perform in accordance with the terms and conditions of this Contract as evidenced by the signatures below.

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

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

EPIC LAND SOLUTIONS, INC.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Karen Starr
President

Date: _____

By: _____
Raymond W. Wolfe
Executive Director

Date: _____

APPROVED AS TO FORM

By: _____
Jane Johnson
Secretary

Date: _____

By: _____
Juanda L. Daniel
Assistant General Counsel

Date: _____

CONCURRENCE

By: _____
Shaneka M. Morris
Procurement Manager

Date: _____

Attachment: 23-1002844 (9573 : US 395 Phase 2 ROW Services Award Contract No. 23-1002844)

Scope of Work (SOW)

San Bernardino County Transportation Authority (“SBCTA”) is seeking professional services for the Right-of-Way (ROW) the United States 395 (US-395), Phase 2 (“Project”) in the City of Hesperia and Victorville. SBCTA Sales Tax Measure I and Federal Funds may be used to cover the cost of the preparation of the ROW phase.

The Project would widen US-395 from 2 Lanes to 4 lanes, with a continuous median, between 0.4 miles north of Interstate 15 (I-15) and State Route 18 (SR-18 / Palmdale Road), a distance of approximately 7 miles. It would be a collaborative effort by SBCTA and Caltrans to close a critical gap in US-395 in the Victor Valley. US-395 is designated as a “Priority Interregional Highway” in the Caltrans 2021 Interregional Transportation Strategic Plan (ITSP). US 395 is widely recognized as a critical linkage for goods movement, supporting the economies of multiple inland counties and an important agricultural route to/from the Central Valley.

The Project Approval/Environment Document (PA/ED) was completed in December 2009. A Supplemental Project Report and Revalidation to phase the US-395 improvements was approved on November 2017. The first segment between SR-18 (Palmdale Road) and Chamberlaine Way was completed in 2020. This “gap closure” Project is the second of a three-phase project between I-15 and Desert Flower Road. Phase 3 between Chamberlaine Way and Desert Flower Road will be completed as funding becomes available.

The proposed Project is consistent with the Circulation Element of the City of Hesperia and City of Victorville General Plan.

I. APPLICABLE STANDARDS

All documents shall be prepared in accordance with current SBCTA, Caltrans, City of Hesperia and City of Victorville (City) regulations, policies, procedures, manuals, and standards where applicable. CONSULTANT shall obtain, at its expense, all applicable Manuals and Standard Plans.

II. GENERAL DESCRIPTION OF REQUIRED SERVICES

- A. Required services listed below do not supersede the requirements established in the Contract.
- B. CONSULTANT Services include the studies, reports, drawings, and exhibits, necessary to complete the ROW services.
- C. The deliverables list for the ROW will be refined during the initial planning and scoping Project Development Team (PDT) and/or ROW 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 ROW 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 ROW 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. The final engineering documents must bear the signature, stamp or seal, registration number, and registration certificate expiration date of the registered civil engineer or land surveyor most directly in responsible charge or other registered or certified professional working on the document as specified in Section 9 of the Project Development Procedures Manual.
- L. 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 documents, electronic copies will be submitted to SBCTA for review. Hardcopies of final reports will be provided to Caltrans and SBCTA.

III. GENERAL ASSUMPTIONS

- A. There may be up to four meetings per month (including conference calls) during the duration of this contract, including one mandatory monthly PDT meeting.
- B. CONSULTANT will coordinate with SBCTA, Cities, and Caltrans prior to distribution of all deliverables to determine the points of contact, number of hardcopies and format of electronic files.
- C. Assume one SBCTA peer review and two Caltrans and City reviews for each major deliverable and a workshop for comment resolution, if required.
- D. Assume up to 140 parcel will be acquired as part of the ROW Services for the project.
- E. Preliminary Title Reports will be acquired by CONSULTANT.

IV. SCOPE OF SERVICES

Following the selection of a consultant, the selected firm shall prepare and submit a Cost Proposal and Project Schedule. The selected firm shall use the latest SBCTA Work Breakdown Structure (WBS), which follows the Caltrans Workplan Standards Guide for Delivery of Capital Projects, and cost and schedule templates for the preparation of the cost proposal and schedule.

V. SUMMARY OF TASKS

TASK 3.100.15 - PROJECT MANAGEMENT

Task 3.100.15 Project Management

CONSULTANT shall furnish a Project Manager to coordinate all CONSULTANT operations with SBCTA, including but not limited to, tracking progress of the work and administering subcontracts. CONSULTANT Project Manager shall provide overall project management, coordination, and supervision of project staff to facilitate the performance of the work in accordance with standards and requirements of the SBCTA and other applicable standards and requirements. CONSULTANT Project Manager shall prepare and submit monthly project progress reports to SBCTA Project Manager.

Deliverables:

- *Monthly Progress Reports*

Task 3.100.15-1 Coordination and Meetings

CONSULTANT Project Manager shall conduct regular meetings with SBCTA, and shall conduct meetings and coordination with other stakeholders, including Caltrans, City, and other agencies, in ROW 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:

- *ROW meeting notices, agendas, handouts/exhibits, deliverable matrix, and minutes.*

Task 3.100.15-2 Administration

CONSULTANT Project Manager shall prepare and update the Project schedule monthly or as needed. Project schedule shall be logical, complete, and shall consider SBCTA peer reviews. CONSULTANT Project Manager shall provide regular reporting on the project status, including, but not limited to, schedule, contract budget, general progress on project tasks, and project issues and concerns. CONSULTANT Project Manager shall maintain project files using the Caltrans Uniform System in hard copies and electronic format.

CONSULTANT Project Manager shall prepare and implement a Quality Control/Quality Assurance (QA/QC) Plan and a Risk Management Plan following SBCTA format and content requirements; CONSULTANT Project Manager will be responsible for adherence to all applicable SBCTA administrative policies and procedures.

Deliverables:

- *Project Schedules*
- *Project Master Files*
- *QA/QC Plan and Risk Management Plan*

TASK 3.220-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 Monumentation 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:

- *Updated Right of Way Data Sheet for Supplemental Project Report, if required*
- *Right of Way Appraisal Maps*
- *Legal Descriptions and Plats including Closure Report.*
- *Resolution of Necessity Exhibits, as required*
- *Exhibits for right of way acquisition, as required.*
- *Deeds*

TASK 3.225-PERFORM RIGHT OF WAY APPRAISALS AND ACQUISITIONS

Task 3.225-1 Right-of-Way Appraisal Services – CONSULTANT shall provide right of way appraisal services for developed or undeveloped residential, commercial, industrial and agricultural properties. CONSULTANT may be required to produce appraisal reports for full or partial acquisitions, easements, temporary construction easements, leased or licensed properties, and sale or disposition of excess/surplus properties. Such appraisal services may include, but are not limited to the following:

1. CONSULTANT shall prepare appraisals in accordance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended and implemented by 49 CFR Part 24; the State of California Government Code, the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of

Regulations Ch 6. Art 1. Section 6000 et seq.), the California Code of Civil Procedure, the Uniform Standards of Professional Appraisal Practice (USPAP) and in some cases, the Uniform Appraisal Standards for Federal Land Acquisition Act. CONSULTANT must be licensed by the State of California.

2. CONSULTANT must be qualified to provide expert witness testimony and defend the conclusions reached in the appraisal at any Administrative or Judicial proceeding.
3. All reports and deliverables shall generally be transmitted electronically to AUTHORITY.
4. CONSULTANT may be required to meet with and coordinate their efforts with SBCTA staff, SBCTA legal counsel, and other consultants or Caltrans staff; participate in office or project site meetings.
5. Appraisal reports may be reviewed for acceptance and independent approval by the review appraisers. Revisions may be required because of this review process. Consultants may be requested to complete and deliver revised and/or updated appraisals. In the event of non-acceptance due to errors or omissions, CONSULTANT shall have fifteen (15) calendar days to make corrections and return the revised appraisals to the review appraiser.
6. For proposed acquisitions, the owner of the real property or a designated representative will be invited by CONSULTANT to accompany the CONSULTANT during the inspection of the property. This invitation must be in the form of a letter entitled "Notice to Appraise" written by the CONSULTANT to the owner. A copy of the invitation will be included in the appraisal report.
7. It is the CONSULTANTS responsibility to contact SBCTAs project engineers for discussion and/or clarification of any project design matters. This is critical in the appraisal of partial acquisitions and easements where the CONSULTANT may need cross sections or other project engineering data to complete the report.
8. The highest and best use for the property in the before condition must be determined and supported. If a partial acquisition is involved, the highest and best use of the property in the after condition must be determined and supported. If the existing use is not the premise on which the valuation is based, the appraisal will contain an explanation justifying the determination that the property is available and adaptable for a different highest and best use and there is demand for that use in the market.
9. Where the acquisition involves only a part (or portion) of the property, the CONSULTANT will estimate any severance damages and special benefits to the remainder, including reasoning and market data to support the conclusion. The CONSULTANT will indicate if the remainder constitutes an economic or uneconomic unit in the market and/or to the present owner.
10. The California Eminent Domain Law will be followed in partial acquisitions. Special benefits are to be offset only against damages to the remainder in accordance with the law
11. Appraisal for easement acquisitions will reflect the restrictive elements of the easement to be acquired and the potential effect of such elements on the utility of the property considering its highest and best use. Full details with respect to any interference with the highest and best use of the property affected must be explained and supported.
12. The CONSULTANT must estimate and support the economic rent, state the contract rent

- and the remaining term of the lease as of the date of value. Include lessor and lessee responsibilities for paying major expenses, e.g. taxes, insurance and maintenance.
13. CONSULTANT shall itemize in detail the "improvements pertaining to realty" (Eminent Domain Law-CCP Section 1263.205) showing their replacement cost new, depreciated value in place, salvage value if any and relocation estimate. To the extent possible, determine the ownership claims of the Improvements Pertaining to the Realty.
 14. In cases where the Appraisal Assignment requires a Specialty Appraisal (Furniture, Fixtures, Machinery and Equipment) and/or Specialists Reports (title, survey, soils, and engineering). CONSULTANT may be required to coordinate with SBCTA staff and/or consultants for such services as directed by SBCTA. Fees charged by SBCTA staff and/or consultants for Specialty Appraisal and/or Specialists Reports shall be paid directly by SBCTA.
 15. It is the CONSULTANT'S responsibility to thoroughly review the Specialty Appraisal for adoption (with adjustments or not, as appropriate) and inclusion in the overall appraisal. The estimated values that the specialty items actually contribute to the overall value of the real estate will be separately stated but included in the total value of the property.
 16. If any legal issues exist during the course of the appraisal assignment, CONSULTANT shall notify SBCTA who will request a legal opinion. SBCTA's legal counsel shall render all legal opinions.
 17. It is the CONSULTANT's responsibility to contact SBCTA's project manager to arrange for legal counsel discussions and/or clarifications in identifying personal or real property.
 18. If hazardous waste is discovered on the property, CONSULTANT shall notify SBCTA.

Deliverables:

- *Appraisal Report*

Task 3.225-2 Goodwill Appraisal – Goodwill Appraisals services will include, but are not limited to the following:

1. CONSULTANT's Appraiser shall prepare Goodwill Valuations in accordance with the California Code of Civil Procedure, and the Uniform Standards of Professional Appraisal Practice (USPAP). Appraiser must be licensed by the State of California.
2. Appraiser must be qualified to provide expert witness testimony and defend the conclusions reached in the appraisal at any Administrative or Judicial proceeding.
3. All reports and deliverables shall generally be transmitted electronically to SBCTA.
4. Appraiser may be required to meet with and coordinate their efforts with SBCTA staff, SBCTA legal counsel or other consultants or Caltrans staff: participate in office or project site meetings.
5. In valuing the loss of goodwill to a business, Appraiser shall rely upon the definition of fair market value found in Section 1263.320 of the California Code of Civil Procedure, and compensation for loss of goodwill as outlined in Section 1263.510 of the California Code of

Civil Procedure.

6. It is the Appraiser's responsibility to contact SBCTA's staff for discussion and/or clarification of any project design matters as well as relocation sites for the business.
7. Appraiser shall work with and take direction from SBCTA legal counsel in the delivery of their reports.
8. If any legal issues exist during the course of the appraisal assignment, Appraiser shall request legal opinion all legal opinions shall be rendered by SBCTA's legal counsel.
9. As directed by SBCTA, CONSULTANT shall coordinate with other SBCTA staff and/or consultants for supplemental work required for the effective delivery of the Measure 1 Program and other Federally Funded Programs. Fees charged by SBCTA staff and/or consultants shall be paid directly by SBCTA.

Deliverables:

- *Goodwill Appraisal Report*

Task 3.225-3 Right-of-Way Acquisition and Relocation, Real Property Searches, Identification and Feasibilities studies for replacement and Mitigation Sites, and Cost Estimates – CONSULTANT services may include, but are not limited to the following:

1. All CONSULTANT work shall comply with applicable Federal, State and local statutes and regulations, including but not limited to the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and implemented by 49 CFR Part 24; the California Government Code; the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of Regulations Ch. 6, Art 1. Section 6000 et seq.); the California Code of Civil Procedure; the Uniform Standards for Federal Land Acquisition Act; the California Public Utilities Code; and the California Streets and Highways Code.
2. All reports and deliverables shall generally be transmitted electronically to SBCTA.
3. CONSULTANT may be required to meet and coordinate their efforts with SBCTA staff. SBCTA legal counsel and other consultants or Caltrans staff: participate in office or project meetings.
4. As directed by SBCTA, CONSULTANT shall coordinate with other SBCTA staff and/or consultants for supplemental work required for the effective delivery of the Measure I Program and other Federally Funded Programs. Fees charged by SBCTA staff and/or consultants shall be paid directly by SBCTA.
5. CONSULTANT may be required to take direction from SBCTA's legal counsel in the delivery of services, and to provide testimony in any Administrative or Judicial proceeding related to services rendered by CONSULTANT to SBCTA.
6. If any legal issues exist during the course of CONSULTANT's performance of services required by SBCTA, CONSULTANT shall request legal opinion. SBCTA's legal counsel shall render all legal opinions.
7. CONSULTANT may be required to review right of way acquisition and relocation files

of current and past SBCTA projects to ensure compliance with applicable state and/or federal regulations.

8. CONSULTANT's Acquisition/Negotiation Agents must provide evidence of proper real estate license in the State of California.
9. CONSULTANT must demonstrate knowledge and experience in working with the Federal Highway Administration (FHWA), the California Department of Transportation (Caltrans) and major utility owners.

Deliverables:

- *Acquisition Offers, Documents, and/or Correspondents*

Task 3.225-4 Title and Escrow Services – CONSULTANT shall provide Title and Escrow Services as follows:

1. At the initiation of the work program, the CONSULTANT shall meet with SBCTA staff regarding AUTHORITY's requirements for specific title work and escrow services assignments.
2. CONSULTANT shall provide Preliminary Title Reports and Litigation Guaranties on all Fee Simple and less than Fee Simple property and property interests as requested by SBCTA.
3. CONSULTANT shall ensure that all Preliminary Title Reports are accurate and complete.
4. CONSULTANT shall provide all additional legal documents required by SBCTA, such as, copies of conveyance deed, deed restrictions, liens and encumbrances, title chains and the like.
5. CONSULTANT staff shall prepare and review all legal documents necessary to ensure that SBCTA is acquiring good title to the property or property interests to be purchased, free from liens and encumbrances.
6. CONSULTANT shall provide all necessary assistance to SBCTA to clear all exceptions stated in the Preliminary Title Reports, unless waived by AUTHORITY in writing.
7. CONSULTANT shall ensure that all conditions precedent and conditions subsequent provided for in Purchase and Sales Agreements are met and satisfied prior to Close of Escrow.
8. CONSULTANT shall prepare, subject to review and approval al by SBCTA's Legal Counsel, Escrow Instructions for execution by SBCTA and the grantor(s) or grantee(s) CONSULTANT shall ensure that all legal requirements are satisfied prior to Close of Escrow.
9. CONSULTANT shall provide efficient Escrow Services to SBCTA and property owners involved in SBCTA related transactions.
10. CONSULTANT shall prepare all necessary conveyance documents: demand and release of lien/encumbrance documents and submit the same for approval by SBCTA Legal Counsel prior to close of escrow.

11. CONSULTANT shall obtain grantor(s) Tax Identification Number, Social Security Number, Employer Identification Number or Federal Employer Identification Number prior to Close of Escrow and provide the same to SBCTA.
12. CONSULTANT shall record all documents necessary for the acquisition of property/property rights, release of liens and encumbrances with the proper State, County and City recorder's office.
13. CONSULTANT shall prepare an Escrow Closing Schedule in accordance with written instructions from SBCTA and property owners.
14. CONSULTANT shall meet and coordinate its work with other right of way consultants as directed by SBCTA.
15. Immediately prior to Close of Escrow, CONSULTANT shall order and provide SBCTA with an Updated Preliminary Title Report to ensure that no new liens and/or encumbrances are recorded on the property/property interests to be acquired by SBCTA.
16. At Close of Escrow, CONSULTANT shall prepare and submit an Escrow Closing Statement to SBCTA and other parties to the transaction, together with copies of all documents conveying title to SBCTA, copies of releases of liens and encumbrances. Receipt for payments made on behalf of SBCTA and the other parties to the transaction.
17. At Close of Escrow, the CONSULTANT shall issue a Standard Owner's Policy of Title Insurance effectively insuring SBCTA's interest and ownership of the property or property rights acquired, unless an ALTA Policy of Title Insurance is requested by SBCTA.
18. CONSULTANT shall provide multi-lingual services as needed for efficient closing of SBCTA transactions.
19. As requested by SBCTA, CONSULTANT may be required to testify in any administrative or judicial proceeding.
20. CONSULTANT shall perform any other normal procedures and processes necessary to implement the assignment or work program and shall provide any other supporting information and/or correspondence required by SBCTA.
21. CONSULTANT shall assign a Project Manager, a Title Officer and an Escrow Officer to this procurement, which may not be replaced without the written consent of SBCTA.
22. If legal issues exist during CONSULTANT's performance of services required by SBCTA, CONSULTANT shall request legal opinion. All legal opinions shall be rendered or concurred to by SBCTA's legal counsel.

Deliverables:

- *Purchase and Sale Agreement (PSA)*
- *Title and Escrow Documents*

Task 3.225-6 State Department of Water Resources (DWR) Coordination – On an as needed basis, CONSULTANT shall coordinate activities with the DWR regarding the California Aqueduct crossing with US-395. Services may include, but are not limited to, the following:

1. Coordinate with Design Project Manager, SBCTA, Caltrans and other agencies.
2. Schedule and coordinate meetings with the various agencies and the DWR.
3. Develop a schedule of activities required for ROW clearance.

US-395, Phase 2

From 0.16 Miles N/O Interstate 15 to State

NORTHBOUND																
No	Assessors	Current Use	Property Address	City	Grantor	Assessed Value		Parcel Size (Acres)	Estimated \$/Sq. Ft *	Required Dimension		Area In Square Feet)			Estimate	Remarks
	Parcel Number					Land	Improvement			Length (ft)	Width (Required	Remainder	Total		
Three Flags Rd																
1	303-936-109	Vacant		Hesperia, CA	MPNR Properties, LCC	\$1,183,611	\$0	18.71	\$5.52	586	37	21,693	793,315	815,008	\$119,716.10	
2	306-459-116	Commercial		Hesperia, CA	Double Eagle Transportation, Corp.	\$258,150	\$539,941	4.45	\$5.06	0	0	0	69,261	69,261	\$0.00	No R/W Required
3	306-459-120	Commercial		Hesperia, CA	3M Company	\$12,313,493	\$4,004,523	8.40	\$127.88	0	0	0	365,904	365,904	\$0.00	No R/W Required
4	306-459-103	Vacant		Hesperia, CA	395 LLC	\$695,633	\$0	4.27	\$14.21	0	0	0	186,001	186,001	\$0.00	No R/W Required
5	306-459-101	Vacant		Hesperia, CA	395 LLC	\$695,633	\$0	3.87	\$15.68	0	0	0	168,577	168,577	\$0.00	No R/W Required
Poplar Street																
6	306-458-101	Vacant		Hesperia, CA	Poplar 35 LLC	\$3,608,553	\$0	35.01	\$8.99	360	37	13,320	1,511,716	1,525,036	\$119,768.04	
7	306-457-108	Vacant		Hesperia, CA	Victor Valley Community College District	\$0	\$0	54.99	\$0.00	0	0	0	2,395,364	2,395,364	\$0	No RM Required
8	306-454-108	Vacant		Hesperia, CA	Jue, Donald Living Trust 7/3/86	\$1,172	\$0	0.26	\$0.39	320	37	11,824	(498)	11,326	\$4,650	
9	306-454-107	Vacant		Hesperia, CA	Jue Investment Partnership	\$110,468	\$0	2.13	\$4.52	675	37	24,968	67,815	92,783	\$112,963	
10	306-453-109	Vacant		Hesperia, CA	Singh, Marcela Living Trust 3/3/10	\$370,329	\$0	4.31	\$7.50	0	0	0	187,744	187,744	\$0	No R/W Required
Phelan Rd-Main Street																
11	306-440-111	Vacant		Hesperia, CA	Pipeline Petroleum Banning LLC	\$51,289	\$0	0.47	\$9.52	0	0	0	20,473	20,473	\$0	No R/W Required
12	306-440-106	Vacant		Hesperia, CA	Pipeline Petroleum Banning LLC	\$1,313,973	\$0	8.62	\$13.30	0	0	0	375,487	375,487	\$0	No R/W Required
13	306-443-110	Vacant		Hesperia, CA	Parker, Edward R Trust	\$150,854	\$0	36.17	\$0.36	0	0	0	1,575,565	1,575,565	\$0	No R/W Required
14	306-443-109	Vacant		Hesperia, CA	North Hills Place LLC	\$239,525	\$0	10.00	\$2.09	0	0	0	435,600	435,600	\$0	No R/W Required
15	306-440-103	Vacant		Hesperia, CA	Pipeline Petroleum Banning LLC	\$474,181	\$0	12.19	\$3.39	100	37	3,700	527,296	530,996	\$12,556	
16	306-440-102	Vacant		Hesperia, CA	Main Hesperia LLC	\$554,139	\$0	13.03	\$3.71	500	37	18,500	549,087	567,587	\$68,634	
17	306-440-101	Vacant		Hesperia, CA	Yucca Terrace Investors LLC	\$1,697,000	\$0	13.03	\$11.36	500	37	18,500	549,087	567,587	\$210,187	
18	306-442-103	Vacant		Hesperia, CA	U. S. Cold Storage of California	\$5,196,194	\$0	39.77	\$11.40	500	37	18,500	1,713,881	1,732,381	\$210,861	
19	306-442-101	Vacant		Hesperia, CA	U. S. Cold Storage of California	\$5,196,194	\$0	39.77	\$11.40	500	37	18,500	1,713,881	1,732,381	\$210,861	
20	306-441-113	Vacant		Hesperia, CA	Bhatia Trust 11/9/05	\$531,466	\$0	5.26	\$8.81	404	2	807	228,318	229,126	\$7,116	Minimal or No R/W Required
21	306-441-114	Vacant		Hesperia, CA	Maloney Family Trust 5/16/17	\$432,838	\$0	5.22	\$7.23	459	2	918	226,465	227,383	\$6,644	Minimal or No R/W Required
22	306-441-115	Vacant		Hesperia, CA	Maloney Family Trust 5/16/17	\$432,838	\$0	5.22	\$7.23	405	2	811	226,572	227,383	\$5,866	Minimal or No R/W Required
California Aqueduct																
23	313-637-102	Vacant		Victorville, CA	395 Victorville LLC	\$1,870,205	\$0	59.98	\$2.72	1675	37	61,975	2,550,754	2,612,729	\$168,576	APN shows 30' hall R/W
24	313-635-101	Vacant		Victorville, CA	Robidoux, Sylvia Living Trust	\$105,275	\$0	20.00	\$0.46	670	5	3,350	867,850	871,200	\$1,538	APN shows 30' half R/W
25	313-633-169	Vacant		Victorville, CA	City of Victorville	\$0	\$0	0.07	\$0.00	79	5	393	2,656	3,049	\$0	Minimal or No R/W Required
26	313-633-170	Transmission Lines		Victorville, CA	City of Los Angeles	\$0	\$0	2.36	\$0.00	525	5	2,625	100,177	102,802	\$0	Minimal or No R/W Required
27	313-628-102	Vacant		Victorville, CA	Slough Family Trust 10/19/12	\$19,556	\$0	19.33	\$0.09	1995	5	9,977	832,038	842,015	\$881	Minimal or No R/W Required
28	313-628-101	Vacant		Victorville, CA	Slough Family Trust 10/19/12	\$12,976	\$0	2.05	\$0.55	300	5	1,500	87,798	89,298	\$828	Minimal or No R/W Required
Eucalyptus Street																
29	307-156-111	Vacant		Victorville, CA	Paine, Charles F. Trust	\$250,322	\$0	7.97	\$2.74		5	0	347,173	347,173	\$0	Minimal or No R/W Required
30	307-156-274	Vacant		Victorville, CA	Chua, Helen	\$441,678	\$0	3.90	\$9.88	300	5			169,884		Minimal or No R/W Required
31	307-156-280	Vacant		Victorville, CA	Kim, Bryan	\$141,858	\$0	6.36	\$1.95	300	5	1,500	275,542	277,042	\$2,919	Minimal or No R/W Required
32	307-155-109	Vacant		Victorville, CA	Shahin, Rifqa Trust 6/8/94	\$214,441	\$0	8.32	\$2.25	0	0	0	362,419	362,419	\$0	No R/W required
33	307-155-108	Vacant		Victorville, CA	Leung, Sok-Yin Trust	\$110,387	\$0	9.16	\$1.05	0	0	0	399,010	399,010	\$0	No R/W required
34	307-155-101	Vacant		Victorville, CA	Sycamore Properties	\$301,060	\$0	4.58	\$5.73	340	5	1,700	197,805	199,505	\$9,748	Minimal or No R/W Required
35	307-155-102	Vacant		Victorville, CA	Sycamore Properties	\$400,624	\$0	8.96	\$3.90	300	5	1,500	388,798	390,298	\$5,851	Minimal or No R/W Required
Sycamore Street																
36	307-152-103	Vacant		Victorville, CA	Four One Textile USA, Inc.	\$963,600	\$0	5.02	\$16.75	0	0	0	218,671	218,671	\$0	No R/W required
37	307-152-102	Vacant		Victorville, CA	Four One Textile USA, Inc.	\$889,200	\$0	5.02	\$15.45	0	0	0	218,671	218,671	\$0	No R/W required
38	307-152-101	Vacant		Victorville, CA	Four One Textile USA, Inc.	\$889,200	\$0	5.02	\$15.45	0	0	0	218,671	218,671	\$0	No R/W required
39	307-151-107	Vacant		Victorville, CA	Kashanian, Mansour J.	\$910,400	\$0	8.26	\$9.61	639	5	3,193	356,613	359,806	\$30,697	
40	307-151-105	Vacant		Victorville, CA	Prime A Investments LLC	\$472,124	\$0	4.06	\$10.14	0	0	0	176,854	176,854	\$0	No R/W required
41	307-151-106	Vacant		Victorville, CA	Plaza Street Fund 136 LLC	\$1,014,078	\$0	3.45	\$25.64	0	0	0	150,282	150,282	\$0	No R/W required

US-395, Phase 2

From 0.16 Miles N/O Interstate 15 to State

NORTHBOUND																
No	Assessors Parcel Number	Current Use	Property Address	City	Grantor	Assessed Value		Parcel Size (Acres)	Estimated \$/Sq. Ft*	Required Dimension		Area In Square Feet)			Estimate	Remarks
						Land	Improvement			Length (ft)	Width ()	Required	Remainder	Total		
Bear Valley Rd																
42	313-444-104	Shell Service Station		Victorville, CA	Tesoro South Coast Company	\$1,908,628	\$876,334	1.18	\$141.10	0	0	0	51,401	51,401	\$0	No R/W Required
43	313-444-105	Vacant		Victorville, CA	Dr. Prem Reddy Family Foundation	\$239,700	\$0	1.19	\$17.57	222	5	1,111	50,726	51,836	\$19,518	Minimal or No R/W Required
44	313-444-106	Vacant		Victorville, CA	Dr. Prem Reddy Family Foundation	\$178,500	\$0	0.90	\$17.30	120	5	598	38,606	39,204	\$10,344	Minimal or No R/W Required
45	313-444-103	Vacant		Victorville, CA	Prime A Investments LLC	\$417,386	\$0	4.00	\$9.10	605	5	3,025	171,215	174,240	\$27,538	Minimal or No R/W Required
46	313-434-101	Vacant		Victorville, CA	Overland Opportunity Fund LLC	\$936,632	\$0	21.60	\$3.78	1234	5	6,168	934,728	940,896	\$23,334	Minimal or No R/W Required
47	313-425-101	Vacant		Victorville, CA	Overland Opportunity Fund LLC	\$802,929	\$0	18.91	\$3.70	1252	5	6,259	817,461	823,720	\$23,182	Minimal or No R/W Required
48	313-413-101	Vacant		Victorville, CA	Regwan Family Trust 7/7/20	\$1,536,688	\$0	18.69	\$7.17	1167	5	5,834	808,303	814,136	\$41,841	Minimal or No R/W Required
La Mesa Road																
49	309-644-107	Vacant		Victorville, CA	Cothran Malibu LP	\$351,141	\$0	1.21	\$25.32	195	5	975	51,732	52,708	\$24,692	Minimal or No R/W Required
50	309-644-106	Vacant		Victorville, CA	Cothran Malibu LP	\$938,224	\$0	4.85	\$16.88	170	5	850	210,416	211,266	\$14,344	Minimal or No R/W Required
51	309-644-105	Vacant		Victorville, CA	Hafar Summer Q. (PL)	\$348,466	\$0	4.50	\$6.76	300	5	1,500	194,520	196,020	\$10,133	Minimal or No R/W Required
52	309-644-104	Vacant		Victorville, CA	Hafar Summer Q. (PL)	\$348,466	\$0	4.37	\$6.96	300	5	1,500	188,857	190,357	\$10,434	Minimal or No R/W Required
53	309-644-103	Vacant		Victorville, CA	Luna Village 2 LLC	\$374,100	\$0	3.64	\$8.97	276	5	1,378	157,181	158,558	\$12,351	Minimal or No R/W Required
54	309-643-107	Vacant		Victorville, CA	395 Luna Property LLC	\$555,698	\$0	15.40	\$3.15	1076	5	5,380	665,444	670,824	\$16,936	Minimal or No R/W Required
55	309-643-106	Chevron Service Station		Victorville, CA	Maida Holding LLC	\$555,164	\$1,179,423	1.09	\$44.43	227	5	1,137	46,343	47,480	\$125,534	Minimal or No R/W Required
Luna Road																
56	309-639-103	Vacant		Victorville, CA	Tafa Investment Partnership	\$444,788	\$0	8.32	\$4.66	603	15	9,042	353,377	362,419	\$42,171	
57	309-639-106	Vacant		Victorville, CA	Sakahara Properties, LLC	\$425,428	\$0	8.92	\$4.16	663	5	3,314	385,242	388,555	\$13,786	Minimal or No R/W Required
58	309-638-107	Vacant		Victorville, CA	Prime A Investments LLC	\$962,632	\$0	8.93	\$9.40	663	5	3,314	385,677	388,991	\$31,160	Minimal or No R/W Required
59	309-638-109	Vacant		Victorville, CA	M L S Realtors Inc.	\$582,900	\$0	4.40	\$11.56	331	5	1,657	190,007	191,664	\$19,147	Minimal or No R/W Required
60	309-638-101	Vacant		Victorville, CA	Vic Oxford Investments LLC	\$1,149,497	\$0	17.60	\$5.70	305	5	1,525	765,131	766,656	\$8,689	Minimal or No R/W Required
Dos Palmas Rd																
61	310-357-108	Vacant		Victorville, CA	Dr. Prem Reddy Family Foundation	\$2,207,363	\$0	18.88	\$10.20	1308	5	6,539	815,873	822,413	\$66,696	Minimal or No R/W Required
62	310-357-110	Vacant		Victorville, CA	Dr. Prem Reddy Family Foundation	\$1,420,334	\$0	14.35	\$8.63	99	5	496	624,590	625,086	\$4,285	Minimal or No R/W Required
63	310-357-103	Vacant		Victorville, CA	Dr. Prem Reddy Family Foundation	\$2,092,879	\$0	9.36	\$19.51	662	15	9,931	397,791	407,722	\$193,704	Minimal or No R/W Required
64	310-357-102	Vacant		Victorville, CA	Femino, James J. & Due Living Trust 3/30/E	\$11,585	\$0	1.71	\$0.59	320	15	4,801	69,687	74,488	\$2,837	Minimal or No R/W Required
65	310-357-101	Arco Service Station		Victorville, CA	Palmdale Rd LLC	\$930,000	\$960,000	0.71	\$114.27	125	5	626	30,301	30,928	\$146,565	Minimal or No R/W Required
													TOTAL (Roundup) =		\$2,210,000	

US-395, Phase 2

From 0.16 Miles N/O Interstate 15 to State

SOUTHBOUND																
No	Assessors	Current Use	Property Address	City	Grantor	Assessed Value		Parcel Size (Acres)	Estimated \$/Sq. Ft*	Required Dimension		Area In Square Feet)			Estimate	Remarks
	Parcel Number					Land	Improvement			Length (ft)	Width (Required	Remainder	Total		
Three Flags Rd																
1	303-933-114	Arco Service Station		Hesperia, CA	Multi Oil Inc.	\$1,458,253	\$2,803,143	1.48	\$85.95	0	0	0	64,469	64,469	\$0.00	No R/W Required
2	303-933-112	Vacant		Hesperia, CA	Aziz LLC	\$771,410	\$0	6.63	\$10.15	0	0	0	69,261	69,261	\$0.00	No R/W Required
3	306-456-117	Vacant		Hesperia, CA	Anderson 2007 Trust	\$23,004	\$0	4.98	\$0.40	330	37	12,210	204,719	216,929	\$4,920.23	APN shows 30-ft R/W
4	306-456-116	Vacant		Hesperia, CA	Tsai, Tsung-Chang	\$117,025	\$0	4.99	\$2.05	330	37	12,210	205,154	217,364	\$24,979.83	APN shows 30-ft R/W
5	306-456-108	Vacant		Hesperia, CA	Tsai, Tsung-Chang	\$117,025	\$0	4.99	\$2.05	330	37	12,210	205,154	217,364	\$24,979.83	APN shows 30-ft RM
6	306-456-107	Vacant		Hesperia, CA	Hsieh, Jane	\$46,831	\$0	4.98	\$0.82	330	37	12,210	204,719	216,929	\$10,016.49	APN shows 30-ft R/W
Poplar Street																
7	306-455-108	Off-Road Park		Hesperia, CA	Hesperia Community Development	\$0	\$0	47.56	\$0.00	795	37	29,415	2,042,299	2,071,714	\$0.00	
8	306-455-107	Off-Road Park		Hesperia, CA	Hesperia Community Development	\$0	\$0	3.81	\$0.00	260	27	7,020	158,944	165,964	\$0.00	
9	306-455-106	Off-Road Park		Hesperia, CA	Hesperia Community Development	\$0	\$0	3.88	\$0.00	275	17	4,675	164,338	169,013	\$0.00	
10	306-454-106	Vacant		Hesperia, CA	Jue, Donald Living Trust 7/3/86	\$77,269	\$0	8.40	\$0.80	700	17	11,900	354,004	365,904	\$9,549.24	
11	306-454-105	Vacant		Hesperia, CA	YLC Investments LLC	\$43,342	\$0	4.86	\$0.78	677	17	11,501	200,201	211,702	\$8,947.16	
12	306-453-108	Vacant		Hesperia, CA	Singh, Marcela Living Trust 3/3/10	\$2,376,003	\$0	27.68	\$7.49	1,658	5	8,288	1,197,452	1,205,741	\$62,065.46	
Phelan Rd-Main Street																
13	306-440-110	Vacant		Hesperia, CA	Plaza Street Fund 167 LLC	\$2,000,000	\$0	2.36	\$73.93	274	5	1,368	101,434	102,802	\$101,097.65	Minimal or No R/W Required
14	306-440-106	Vacant		Hesperia, CA	Pipeline Petroleum Banning LLC	\$1,313,973	\$0	8.62	\$13.30	330	5	1,650	373,837	375,487	\$21,941.12	Minimal or No R/W Required
15	306-440-105	Vacant		Hesperia, CA	Pipeline Petroleum Banning LLC	\$332,320	\$0	8.55	\$3.39	330	5	1,650	370,788	372,438	\$5,594.61	Minimal or No R/W Required
16	306-440-104	Vacant		Hesperia, CA	Pipeline Petroleum Banning LLC	\$345,458	\$0	8.87	\$3.40	330	5	1,650	384,727	386,377	\$5,605.98	Minimal or No R/W Required
17	306-440-103	Vacant		Hesperia, CA	Pipeline Petroleum Banning LLC	\$474,181	\$0	12.19	\$3.39	440	12	5,280	525,716	530,996	\$17,917.20	Minimal R/W Required
18	306-440-102	Vacant		Hesperia, CA	Main Hesperia LLC	\$544,139	\$0	13.03	\$3.64	440	17	7,480	560,107	567,587	\$27,249.77	
19	306-440-101	Vacant		Hesperia, CA	Yucca Terrace Investors LLC	\$1,697,000	\$0	13.03	\$11.36	440	17	7,480	560,107	567,587	\$84,983.53	
20	306-438-107	Vacant		Hesperia, CA	395 Partners	\$129,600	\$0	1.88	\$6.01	330	17	5,610	76,283	81,893	\$33,736.94	
21	306-438-105	Vacant		Hesperia, CA	Hanna, George & Nadida Rev Liv Tr	\$64,200	\$0	2.14	\$2.62	330	17	5,610	87,608	93,218	\$14,681.82	
22	306-438-129	Vacant		Hesperia, CA	S & P Family Trust 6/1/96	\$445,594	\$0	2.25	\$17.28	331	17	5,626	92,384	98,010	\$97,205.33	
23	306-438-101	Vacant		Hesperia, CA	La Bouef, Mark & Nellie Family Tr	\$153,541	\$0	3.94	\$3.40	291	17	4,947	166,679	171,626	\$16,818.25	
24	306-437-112	Vacant		Hesperia, CA	Sangha, Varinder Paul	\$381,310	\$0	4.37	\$7.61	291	15	4,364	185,993	190,357	\$33,221.33	
25	306-437-111	El Rancho Animal Feed Store		Hesperia, CA	Hazboon, Sidqi S. Trust	\$173,369	\$729,647	4.65	\$3.25	331	15	4,967	197,588	202,554	\$116,153.43	Damages +\$100K
26	306-437-108	Vacant		Hesperia, CA	Lago Living Trust	\$341,398	\$0	8.41	\$3.54	331	37	12,243	354,096	366,340	\$43,357.00	
27	306-437-106	Vacant		Hesperia, CA	Song, Daniel L.	\$47,770	\$0	9.77	\$0.43	331	37	12,243	413,338	425,581	\$5,222.06	
28	313-627-103	SFR		Hesperia, CA	Lee, Teresita	\$6,115	\$12,672	4.42	\$0.12	95	37	3,515	189,020	192,535	\$5,424.22	
California Aqueduct																
29	313-627-101	Water Tanks		Victorville, CA	Baldy Mesa County Water District	\$0	\$0	3.90	\$0.00	0	0	0	169,884	169,884	\$0.00	No R/W Required
30	313-626-111	Water Tanks		Victorville, CA	Baldy Mesa County Water District	\$0	\$0	0.50	\$0.00	50	0	0	21,780	21,780	\$0.00	No R/W Required
31	313-626-110	Commercial		Victorville, CA	Dahl, Walden J.	\$98,179	\$225,008	2.90	\$2.95	339	0	0	126,324	126,324	\$0.00	No RM Required
32	313-626-107	Vacant		Victorville, CA	Kaur, Ravneet	\$114,833	\$0	9.37	\$1.07	320	0	0	408,157	408,157	\$0.00	No R/W Required
33	313-626-106	Vacant		Victorville, CA	Ko, Jennifer Lichuan Family Tr	\$63,897	\$0	4.55	\$1.23	335	0	0	198,198	198,198	\$0.00	No R/W Required
34	313-626-105	Vacant		Victorville, CA	Kaur, Ravneet	\$75,777	\$0	3.42	\$1.93	300	0	0	148,975	148,975	\$0.00	No R/W Required
35	313-625-106	Vacant		Victorville, CA	TK Properties LLC	\$28,442	\$0	11.72	\$0.21	826	15	12,386	498,137	510,523	\$2,622.25	
36	313-625-103	Vacant		Victorville, CA	TK Properties LLC	\$227,530	\$0	12.75	\$1.56	811	5	4,054	551,336	555,390	\$6,311.14	
37	313-625-102	Vacant		Victorville, CA	Camp and Julia Second Family Limited	\$1,288,300	\$0	19.09	\$5.89	660	37	24,420	807,140	831,560	\$143,764.77	
38	313-625-101	Vacant		Victorville, CA	Shayan, Peiman	\$94,800	\$0	3.51	\$2.36	136	5	682	152,214	152,896	\$1,607.11	

Attachment: Exhibit A - Scope of Work (9573 : US 395 Phase 2 ROW Services Award Contract No. 23-1002844)

US-395, Phase 2

From 0.16 Miles N/O Interstate 15 to State

SOUTHBOUND																
No	Assessors	Current Use	Property Address	City	Grantor	Assessed Value		Parcel Size (Acres)	Estimated \$/Sq. Ft.*	Required Dimension		Area In Square Feet)			Estimate	Remarks
	Parcel Number					Land	Improvement			Length (ft)	Width ()	Required	Remainder	Total		
Eucalyptus Street																
39	307-138-117	Vacant		Victorville, CA	Prime A Investments LLC	\$633,232	\$0	6.14	\$9.00	440	25	11,000	256,458	267,458	\$98,965.29	
40	307-138-118	Vacant		Victorville, CA	Prime A Investments LLC	\$710,167	\$0	6.98	\$8.88	505	17	8,585	295,464	304,049	\$76,197.56	
41	307-138-110	Vacant		Victorville, CA	Tatarian, Vasken & Karen Family Tr	\$233,887	\$0	4.39	\$4.65	495	37	18,315	172,913	191,228	\$85,122.47	
42	307-137-112	Vacant		Victorville, CA	Sandoval, Abraham	\$66,821	\$0	1.16	\$5.03	130	7	910	49,620	50,530	\$4,572.90	
43	307-137-111	Vacant		Victorville, CA	Singh, Partap	\$57,738	\$0	1.16	\$4.34	120	7	840	49,690	50,530	\$3,647.36	
44	307-137-110	SFR		Victorville, CA		\$126,577	\$116,865	1.13	\$9.77	125	7	875	48,348	49,223	\$33,550.28	
45	307-137-109	Vacant		Victorville, CA		\$61,622	\$0	1.13	\$4.76	125	7	875	48,348	49,223	\$4,162.57	
46	307-137-108	Vacant		Victorville, CA	Chang, I-Hsin Tr	\$426,739	\$0	14.65	\$2.54	500	7	3,500	634,654	638,154	\$8,893.82	
47	307-137-107	Vacant		Victorville, CA	Morishita Living Trust 11/1/05	\$160,400	\$0	4.86	\$2.88	160	7	1,120	210,582	211,702	\$3,224.64	
Sycamore Street																
48	307-134-110	Vacant		Victorville, CA	Dunfee Land Company	\$25,522	\$0	8.86	\$0.25	681	0	0	385,942	385,942	\$0.00	No R/W Required
49	307-134-108	Vacant		Victorville, CA	Huesing Holdings LLC	\$392,562	\$0	8.85	\$3.87	650	25	16,241	369,265	385,506	\$62,844.43	
50	307-133-108	Vacant		Victorville, CA	Saleeb Family Trust	\$735,825	\$0	8.98	\$7.15	642	17	10,917	380,252	391,169	\$78,038.05	
51	307-133-113	Vacant		Victorville, CA	Hanessian, Vache	\$250,283	\$0	0.84	\$25.99	642	0	0	36,590	36,590	\$0.00	No R/W Required
52	307-133-112	Vacant		Victorville, CA	Wen, Bruce T.	\$133,239	\$0	0.78	\$14.90	173	0	0	33,977	33,977	\$0.00	No R/W Required
53	307-133-111	Vacant		Victorville, CA	SFIP Victorville LLC	\$320,271	\$0	1.81	\$15.44	120	0	0	78,844	78,844	\$0.00	No RM Required
Bear Valley Rd																
54	313-412-135	Vacant		Victorville, CA	S L A A Victorville LLC	\$2,191,707	\$0	12.41	\$15.41	550	35	19,250	521,330	540,580	\$346,576.80	
55	313-412-122	Vacant		Victorville, CA	Unknown Owner (Victorville?)	\$0	\$0	0.66	\$0.00	45	35	1,575	27,175	28,750	\$0.00	
56	313-412-142	Vacant		Victorville, CA	Shahin, Louis H Trust 6/9/94	\$629,030	\$0	9.36	\$5.86	652	5	3,262	404,460	407,722	\$19,122.96	
57	313-411-102	Vacant		Victorville, CA	Tsai, Windy	\$1,489,200	\$0	19.21	\$6.76	1,325	5	6,627	830,161	836,788	\$44,814.51	
58	313-410-105	Vacant		Victorville, CA	Vertigo Investments Group, LLC	\$1,230,954	\$0	9.30	\$11.55	628	5	3,141	401,967	405,108	\$36,273.11	
59	313-410-102	Vacant		Victorville, CA	Vertigo Investments Group, LLC	\$1,601,400	\$0	9.52	\$14.67	646	15	9,684	405,007	414,691	\$142,110.72	
60	313-409-101	Vacant		Victorville, CA	Tsai, Tsung Chang	\$1,526,668	\$0	18.21	\$7.31	1,289	5	6,444	786,784	793,228	\$47,127.29	
La Mesa Road																
61	309-637-104	Vacant		Victorville, CA	Hong, Man Pyo & Kyung Ja Rev Tr	\$1,338,900	\$0	11.97	\$9.76	841	5	4,203	517,210	521,413	\$41,011.34	
62	309-660-241	Permanent Open Space Easement		Victorville, CA	City of Victorville	\$0	\$0	0.51	\$0.00	455	5	2,275	19,941	22,216	\$0.00	R/W Dedication
63	309-636-111	Vacant		Victorville, CA	Frontier Land Holdings Inc.	\$479,400	\$0	4.91	\$8.52	331	5	1,657	212,223	213,880	\$14,113.50	
64	309-636-104	Vacant		Victorville, CA	395 Properties 26 LLC	\$561,100	\$0	4.24	\$11.54	281	17	4,782	179,912	184,694	\$55,206.32	
65	309-636-112	Check		Victorville, CA	Land of America 10/28/13	\$0	\$0	0.00	#DIV/0!	331	5					
66	309-636-109	Vacant		Victorville, CA	Guardian Commercial Real Estate LP	\$580,201	\$0	3.56	\$14.22	309	5	1,547	153,527	155,074	\$21,992.39	
Luna Road																
67	309-696-162	Permanent Open Space Easement		Victorville, CA	City of Victorville	\$0	\$0	4.50	\$0.00	2,629	5	13,145	182,875	196,020	\$0.00	R/W Dedication
Dos Palmas Rd																
68	310-363-223	Vacant		Victorville, CA	City of Victorville	\$0	\$0	3.60	\$0.00	320	0	0	156,816	156,816	\$0.00	No R/W Required
69	310-354-107	Vacant		Victorville, CA	Victorville Sanitary District	\$0	\$0	10.00	\$0.00	331	0	0	435,600	435,600	\$0.00	No R/W Required
70	310-354-106	Vacant		Victorville, CA	Ngo, David & Tran, Kim Anh Rev Tr	\$485,800	\$0	5.87	\$7.22	547	0	0	255,697	255,697	\$0.00	No R/W Required
71	310-354-110	Vacant		Victorville, CA	Sunsi LLC	\$612,000	\$0	6.10	\$8.75	440	0	0	265,716	265,716	\$0.00	No R/W Required
72	310-353-116	Vacant		Victorville, CA	Sunshine Real Estate LLC	\$336,408	\$0	1.66	\$17.68	130	0	0	72,310	72,310	\$0.00	No R/W Required
73	310-353-115	Service Garage		Victorville, CA	Mucci, Richard V. Tr	\$27,606	\$0	2.00	\$1.20	132	0	0	87,120	87,120	\$0.00	No R/W Required
74	310-353-120	Parking Lot		Victorville, CA	Broadway Chinatown LLC	\$3,827,900	\$33,000	14.34	\$23.29	514	0	0	624,650	624,650	\$0.00	No R/W Required
75	310-353-118	Vacant		Victorville, CA	Broadway Chinatown LLC	\$240,400	\$0	0.76	\$27.59	220	0	0	33,106	33,106	\$0.00	No R/W Required
76	310-353-117	Jack in Box		Victorville, CA	1045 3rd St LLC	\$956,972	\$1,704,426	0.65	\$128.43	260	0	0	28,314	28,314	\$0.00	No R/W Required
													TOTAL (Roundup) =		\$2,160,000	

Attachment: Exhibit A - Scope of Work (9573 : US 395 Phase 2 ROW Services Award Contract No. 23-1002844)

EXHIBIT 10-H1 COST PROPOSAL
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

X Prime

Subconsultant

2nd Tier Subconsultant

Consultant: Epic Land Solutions, Inc.Project No. Right of Way Services for US395 Phase 2 Project Contract No. RFP 23-1002844Date 2/22/2023**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Senior Contract M Project Manager	Kari Anvick	705	\$75.96	\$53,551.80
Project Manager	Darcy Mendoza	850	\$60.10	\$51,085.00
Sr. ROW Agent	Addiel Flores	720	\$42.79	\$30,808.80
Sr. ROW Agent	Maria Sauza	600	\$38.00	\$22,800.00
Sr. ROW Agent	Melissa Mann	520	\$40.87	\$21,252.40
Sr. ROW Agent	Tyler Kelleher	1065	\$33.65	\$35,837.25
ROW Agent	Christine Wasfi	1205	\$32.21	\$38,813.05
Project Support/Administrator	Vivian LanzaOrellana	645	\$28.85	\$18,608.25
Sr. Project Development Analyst	Candice Freeman	60	\$45.67	\$2,740.20
Budget & Financial Controls	Abigail Lopez	18	\$53.37	\$960.66
Sr. ROW Agent	Eddie Quintero	500	\$57.69	\$28,845.00
ROW Agent	Yasmeen Flores	815	\$31.61	\$25,762.15
ROW Agent	Carrie Fulcher	600	\$30.05	\$18,030.00
Appraisal Administrator	Chris Castile	15	\$32.35	\$485.25
		Total Hours	8318	

LABOR COSTS

a) Subtotal Direct Labor Costs

\$349,579.81

b) Anticipated Salary Increases (see page 2 for calculation)

\$6,117.65

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] **\$355,697.46****INDIRECT COSTS**d) Fringe Benefits (Rate: 48.25%)

e) Total Fringe Benefits [(c) x (d)]

\$171,624.02

f) Overhead (Rate: 73.07%)

g) Overhead [(c) x (f)]

\$259,908.13

h) General and Administrative (Rate: 43.61%)

i) Gen & Admin [(c) x (h)]

\$155,119.66

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] **\$586,651.82****FIXED FEE**k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee

8.00%

\$75,387.94

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	2,290.07	Miles	\$0.655	\$1,500.00
Postage/Overnight Delivery	140	Per Parcel	\$18.57	\$2,600.00
Property Ownership and Tenant Data	12	Per Month	\$100.00	\$1,200.00
EPIC Appraisal Review Reports - Non-Complex	64	Per Review	\$1,600.00	\$102,400.00
EPIC Appraisal Review Reports - Complex	6	Per Review	\$1,800.00	\$10,800.00

l) **TOTAL OTHER DIRECT COSTS** **\$118,499.99****m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: <u>C L Surveying and Mapping [50 legal description and plat map sets]</u>	\$124,997.98
Subconsultant 2: <u>Commonwealth Land Title Insurance Co. [140 Preliminary Title Reports (PTRs) at \$650/report]</u>	\$91,000.00
Subconsultant 3: <u>Donna Desmond Associates [5 Loss of Business Goodwill Appraisal Reports]</u>	\$61,625.00
Subconsultant 4: <u>Hennessey & Hennessey LLC [70 Appraisal Reviews, Vacant Land Partial Acquisitions at \$1.850/each]</u>	\$129,500.00
Subconsultant 5: <u>Integra Realty Resources-Orange County [70 appraisal reports at \$3,436.18/each]</u>	\$240,532.82
Subconsultant 6: <u>Psomas [Full-service r/w engineering and survey task, including 90 legal/plat sets]</u>	\$1,327,320.93
Subconsultant 7: <u>Santolucito Dore Group, Inc. (DBA SD Group, Inc.) [70 Appraisal Reports - non-complex and complex]</u>	\$267,600.00

m) **TOTAL SUBCONSULTANTS' COSTS** **\$2,242,576.73**n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l)+(m)] **\$2,361,076.72****TOTAL COST** [(c) + (i) + (k) + (n)] **\$3,378,813.94****NOTES:**

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

Attachment: Exhibit B - Cost Proposal (9573 : US 395 Phase 2 ROW Services Award Contract No. 23-1002844)

EXHIBIT 10-H1 COST PROPOSAL
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$349,579.81	8318	=	\$42.03	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate	+	Proposed Escalation	=		
Year 1	\$42.03	+	5%	=	\$44.13	Year 2 Avg Hourly Rate
Year 2	\$44.13	+	5%	=	\$46.33	Year 3 Avg Hourly Rate
Year 3	\$46.33	+	5%	=	\$48.65	Year 4 Avg Hourly Rate
Year 4	\$48.65	+	5%	=	\$51.08	Year 5 Avg Hourly Rate
Year 5	\$51.08		5%	=	\$53.64	Year 6 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year	*	Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	65.00%	*	8318.0	=	5406.7	Estimated Hours Year 1
Year 2	35.00%	*	8318.0	=	2911.3	Estimated Hours Year 2
Year 3	0.00%	*	8318.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	8318.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	8318.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	8318.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)	*	Estimated hours (calculated above)	=	Cost per Year	
Year 1	\$42.03	*	5407	=	\$227,226.88	Estimated Hours Year 1
Year 2	\$44.13	*	2911	=	\$128,470.58	Estimated Hours Year 2
Year 3	\$46.33	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$48.65	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$51.08	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$355,697.46	
Direct Labor Subtotal before Escalation				=	\$349,579.81	
Estimated total of Direct Labor Salary Increase				=	\$6,117.65	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs =
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project

files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name:	Karen Starr	Title*:	President
Signature:		Date of Certification:	2/22/2023
Email:	kstarr@epicland.com	Phone Number:	(951) 321-1834
Address:	3850 Vine Street, Suite 200, Riverside, CA 92507		

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Right-of-way Project Management; Appraisal Services Oversight; Appraisal Review; Right of Way Acquisition Negotiation; Title/Escrow Coordination; Coordination with State Department of Water Resources (DWR); Caltrans Right of Way Certification

Cost/Price Form for Cost Plus Fixed Fee RFP

Consultant CL Surveying and Mapping, Inc.Contract No. RFP 23-1002844Date 1/5/2023

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Project Manager	Daniel Calvillo	40	75.00	75.00	\$75.00	\$3,000.00
Project Manager	Lam Le	40	75.00	75.00	\$75.00	\$3,000.00
Project Surveyor	Joe Deal	195	83.25	83.25	\$83.25	\$16,233.75
Office Project Surveyor	Bernardo Padilla	195	60.00	60.00	\$60.00	\$11,700.00
Office Survey Tech	Jeff Palmer	168	37.00	37.00	\$37.00	\$6,216.00
Office Manager	Jennifer McMeans	6	43.00	43.00	\$43.00	\$258.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00

Labor Costs

a) Subtotal Direct Labor Costs	\$	\$40,407.75
b) Anticipated Salary Increases (see page 2 for sample)	\$	(3.19)
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$	40,404.56

Fringe Benefits

d) Fringe Benefits (Rate <u>83.050%</u> %)	e) Total Fringe Benefits [(c)x(d)]	\$	33,555.99
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Indirect Costs

f) Overhead (Rate <u>51.700%</u> %)	g) Overhead [(c)x (f)]	\$	20,889.16
h) General and Administrative (Rate <u>51.700%</u> %)	i) Gen & Admin [(c) x (h)]	\$	20,889.16
j) Total Indirect Costs [(g)+(i)]		\$	41,778.32

Fixed Fee (Profit)

n) (Rate <u>8.00%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$	9,259.11
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Total Loaded Labor Costs

124,997.98

Other Direct Costs (ODC)

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$	
m) Equipment Rental and Supplies (itemize)	\$	
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.	\$	
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	\$	
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$	-
Total cost [(c) + (e) + (j) + (k) + (p)]	\$	124,997.98

Notes:

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

Consultant CL Surveying and Mapping, Inc. Contract No. RFP 23-1002844 Date 1/5/2023

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 40,407.75 /	644 =	\$ 62.74	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

	Average hourly rate	Proposed Escalation			
Year 1	\$ 62.74 +	0%	=	\$ 62.74	Year 2 Avg Hourly Rate
Year 2	\$ 62.74 +	0%	=	\$ 62.74	Year 3 Avg Hourly Rate
Year 3	\$ 62.74 +	0%	=	\$ 62.74	Year 4 Avg Hourly Rate
Year 4	\$ 62.74 +	0%	=	\$ 62.74	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

	Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1	100.0%	644	=	644.0 Estimated Hours Year 1
Year 2	*	644	=	0.0 Estimated Hours Year 2
Year 3	*	644	=	0.0 Estimated Hours Year 3
Year 4	*	644	=	0.0 Estimated Hours Year 4
Year 5	*	644	=	0.0 Estimated Hours Year 5
Total	100.0%	Total	=	644

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number hours)

	Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1	\$ 62.74 *	644.0	=	\$ 40,404.56 Estimated Hours Year 1
Year 2	\$ 62.74 *	0.0	=	\$ - Estimated Hours Year 2
Year 3	\$ 62.74 *	0.0	=	\$ - Estimated Hours Year 3
Year 4	\$ 62.74 *	0.0	=	\$ - Estimated Hours Year 4
Year 5	\$ 62.74 *	0.0	=	\$ - Estimated Hours Year 5
Total Direct Labor Cost with Escalation =			\$ 40,404.56	
Direct Labor Subtotal before Escalation =			\$ 40,407.75	
Estimated Total of Direct Labor Salary Increase =			\$ (3.19)	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section ????
- Estimated yearly percent completed from resource loaded schedule

EXHIBIT 10-H1 COST PROPOSAL**Certification of Direct Costs:**

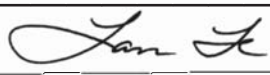
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Lam Le Title *: President

Signature:  Date of Certification (mm/dd/yyyy): 02/22/2023

Email: Lam@CL-Survey.com Phone Number: (909) 484-4200

Address: 400 East Rincon Street, Suite 202, Corona, CA 92879

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Land Surveying

Cost/Price Form for Cost Plus Fixed Fee RFP

Consultant Commonwealth Land Title Insurance CompanyContract No. RFP 23-1002844Date 2/8/2023

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
No hourly billing applies - See ODCs	Not Applicable - See ODCs	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			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00

Labor Costs

a) Subtotal Direct Labor Costs \$ 0.00
b) Anticipated Salary Increases (see page 2 for sample) \$ -
c) **TOTAL DIRECT LABOR COSTS** [(a)+(b)] \$ -

Fringe Benefits

d) Fringe Benefits (Rate %) e) **Total Fringe Benefits** [(c)x(d)] \$ -

Indirect Costs

f) Overhead (Rate %) g) Overhead [(c)x (f)] \$ -
h) General and Administrative (Rate %) i) Gen & Admin [(c) x (h)] \$ -
j) **Total Indirect Costs** [(g)+(i)] \$ -

Fixed Fee (Profit)

n) (Rate %) k) **Fixed fee** [(c) + (e) + (j)] x (n) \$ -

Total Loaded Labor Costs

Other Direct Costs (ODC)
l) 140 Preliminary Title Reports (PTRs) at \$650/each \$ 91,000.00
m) \$
n) \$
o) \$
p) **Total Other Direct Costs** [(l) + (m) + (n) + (o)] \$ 91,000.00
Total cost [(c) + (e) + (j) + (k) + (p)] \$ 91,000.00

Notes:

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

Attachment: Exhibit B - Cost Proposal (9573 : US 395 Phase 2 ROW Services Award Contract No. 23-1002844)

Consultant Commonwealth Land Title Insurance Co Contract No. RFP 23-1002844Date 2/8/2023**1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ - /	0 =	#DIV/0!	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

Average hourly rate	Proposed Escalation		
Year 1 #DIV/0! +		=	#DIV/0! Year 2 Avg Hourly Rate
Year 2 #DIV/0! +		=	#DIV/0! Year 3 Avg Hourly Rate
Year 3 #DIV/0! +		=	#DIV/0! Year 4 Avg Hourly Rate
Year 4 #DIV/0! +		=	#DIV/0! Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1 100.0% *	0 =	0.0	Estimated Hours Year 1
Year 2 *	0 =	0.0	Estimated Hours Year 2
Year 3 *	0 =	0.0	Estimated Hours Year 3
Year 4 *	0 =	0.0	Estimated Hours Year 4
Year 5 *	0 =	0.0	Estimated Hours Year 5
Total 100.0%	Total =	0	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number hours)

Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1 #DIV/0! *	0.0 =	#DIV/0!	Estimated Hours Year 1
Year 2 #DIV/0! *	0.0 =	#DIV/0!	Estimated Hours Year 2
Year 3 #DIV/0! *	0.0 =	#DIV/0!	Estimated Hours Year 3
Year 4 #DIV/0! *	0.0 =	#DIV/0!	Estimated Hours Year 4
Year 5 #DIV/0! *	0.0 =	#DIV/0!	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		#DIV/0!	
Direct Labor Subtotal before Escalation =		\$ -	
Estimated Total of Direct Labor Salary Increase =		#DIV/0!	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section ????
- Estimated yearly percent completed from resource loaded schedule

EXHIBIT 10-H1 COST PROPOSAL**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Griffin Wayne Title *: Vice President

Signature: Griffin Wayne Digitally signed by Griffin Wayne
Date: 2023.02.08 17:42:31 -08'00' Date of Certification (mm/dd/yyyy): 02/08/23

Email: gwayne@cltic.com Phone Number: 714-749-0036

Address: 4100 Newport Place Drive #120, Newport Beach, CA 92660

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Title and Escrow Services

Cost/Price Form for Cost Plus Fixed Fee RFP

Consultant Donna Desmond Associates [Goodwill Appraiser]Contract No. RFP 23-1002844Date 2/8/2023

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
No hourly billing applies - See ODCs	Not Applicable - See ODCs	0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00

Labor Costs

- a) Subtotal Direct Labor Costs
- b) Anticipated Salary Increases (see page 2 for sample)

\$ 0.00\$ -c) **TOTAL DIRECT LABOR COSTS** [(a)+(b)]\$ -**Fringe Benefits**

- d) Fringe Benefits (Rate %)

e) **Total Fringe Benefits** [(c)x(d)]\$ -**Indirect Costs**

- f) Overhead (Rate %)
- h) General and Administrative (Rate %)

g) Overhead [(c)x (f)]

\$ -

i) Gen & Admin [(c) x (h)]

\$ -j) **Total Indirect Costs** [(g)+(i)]\$ -**Fixed Fee (Profit)**

- n) (Rate %)

k) **Fixed fee** [(c) + (e) + (j)] x (n)\$ -**Total Loaded Labor Costs**\$ -**Other Direct Costs (ODC)**

- l) Loss of Business Goodwill Appraisal Reports for Gas Stations/Service Stations (Assumes 2 at \$14,875/each)
- m) Loss of Business Goodwill Appraisal Reports for El Rancho Animal & Feed Store
- n) Loss of Business Goodwill Appraisal Reports for 2 businesses, To Be Determined (Assumes 2 at \$10,625/each)
- o)

\$ 29,750.00\$ 10,625.00\$ 21,250.00\$ p) **Total Other Direct Costs** [(l) + (m) + (n) + (o)]\$ 61,625.00**Total cost** [(c) + (e) + (j) + (k) + (p)]\$ 61,625.00**Notes:**

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

Attachment: Exhibit B - Cost Proposal (9573 : US 395 Phase 2 ROW Services Award Contract No. 23-1002844)

Consultant Donna Desmond Associates [Goodwill] A Contract No. RFP 23-1002844Date 2/8/2023**1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ - /	0 =	#DIV/0!	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

	Average hourly rate		Proposed Escalation		
Year 1	#DIV/0!	+		=	#DIV/0! Year 2 Avg Hourly Rate
Year 2	#DIV/0!	+		=	#DIV/0! Year 3 Avg Hourly Rate
Year 3	#DIV/0!	+		=	#DIV/0! Year 4 Avg Hourly Rate
Year 4	#DIV/0!	+		=	#DIV/0! Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

	Estimated % Completed Each year		Total Hours Per Cost Proposal		Total Hours per Year	
Year 1	100.0%	*	0	=	0.0	Estimated Hours Year 1
Year 2		*	0	=	0.0	Estimated Hours Year 2
Year 3		*	0	=	0.0	Estimated Hours Year 3
Year 4		*	0	=	0.0	Estimated Hours Year 4
Year 5		*	0	=	0.0	Estimated Hours Year 5
Total	100.0%		Total	=	0	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number hours)

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated above)		Cost Per Year	
Year 1	#DIV/0!	*	0.0	=	#DIV/0!	Estimated Hours Year 1
Year 2	#DIV/0!	*	0.0	=	#DIV/0!	Estimated Hours Year 2
Year 3	#DIV/0!	*	0.0	=	#DIV/0!	Estimated Hours Year 3
Year 4	#DIV/0!	*	0.0	=	#DIV/0!	Estimated Hours Year 4
Year 5	#DIV/0!	*	0.0	=	#DIV/0!	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =					#DIV/0!	
Direct Labor Subtotal before Escalation =				\$	-	
Estimated Total of Direct Labor Salary Increase =					#DIV/0!	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section ????
- Estimated yearly percent completed from resource loaded schedule

EXHIBIT 10-H1 COST PROPOSAL**Certification of Direct Costs:**


I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Donna Desmond Title *: President

Signature:  Digitally signed by Donna Desmond
Date: 2023.02.08 15:57:57 -08'00' Date of Certification (mm/dd/yyyy): 02/08/2022

Email: ddesmond@donnadesmond.com Phone Number: 310-702-5757

Address: ddesmond@donnadesmond.com

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Goodwill Loss Appraisal Services

Cost/Price Form for Cost Plus Fixed Fee RFP

Consultant: Hennessey & Hennessey LLC [Review Appraiser]Contract No. RFP 23-1002844Date 2/8/2023

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
No hourly billing applies - See ODCs	Not Applicable - See ODCs	0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00

Labor Costs

- a) Subtotal Direct Labor Costs
- b) Anticipated Salary Increases (see page 2 for sample)

\$ 0.00\$ -

c) TOTAL DIRECT LABOR COSTS [(a)+(b)]

\$ -

Fringe Benefits

- d) Fringe Benefits (Rate %)

e) Total Fringe Benefits [(c)x(d)]

\$ -

Indirect Costs

- f) Overhead (Rate %)
- h) General and Administrative (Rate %)

g) Overhead [(c)x (f)]

\$ -

i) Gen & Admin [(c) x (h)]

\$ -

j) Total Indirect Costs [(g)+(i)]

\$ -

Fixed Fee (Profit)

- n) (Rate %)

k) Fixed fee [(c) + (e) + (j)] x (n)

\$ -

Total Loaded Labor Costs

\$ -

Other Direct Costs (ODC)

- l) 70 Appraisal Reviews - Vacant Land, Partial Acquisition (at \$1,850/each)
- m)
- n)
- o)

\$ 129,500.00\$ \$ \$

p) Total Other Direct Costs [(l) + (m) + (n) + (o)]

\$ 129,500.00

Total cost [(c) + (e) + (j) + (k) + (p)]

\$ 129,500.00

Notes:

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

Attachment: Exhibit B - Cost Proposal (9573 : US 395 Phase 2 ROW Services Award Contract No. 23-1002844)

Form 348-10-H Cost Proposal
Actual Cost- Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts

Consultant Hennessey & Hennessey LLC [Review At Contract No. RFP 23-1002844]

Date 2/8/2023

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ - /	0	= #DIV/0!	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

	Average hourly rate		Proposed Escalation			
Year 1	#DIV/0!	+		=	#DIV/0!	Year 2 Avg Hourly Rate
Year 2	#DIV/0!	+		=	#DIV/0!	Year 3 Avg Hourly Rate
Year 3	#DIV/0!	+		=	#DIV/0!	Year 4 Avg Hourly Rate
Year 4	#DIV/0!	+		=	#DIV/0!	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

	Estimated % Completed Each year		Total Hours Per Cost Proposal		Total Hours per Year	
Year 1	100.0%	*	0	=	0.0	Estimated Hours Year 1
Year 2		*	0	=	0.0	Estimated Hours Year 2
Year 3		*	0	=	0.0	Estimated Hours Year 3
Year 4		*	0	=	0.0	Estimated Hours Year 4
Year 5		*	0	=	0.0	Estimated Hours Year 5
Total	100.0%		Total	=	0	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number hours)

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated above)		Cost Per Year	
Year 1	#DIV/0!	*	0.0	=	#DIV/0!	Estimated Hours Year 1
Year 2	#DIV/0!	*	0.0	=	#DIV/0!	Estimated Hours Year 2
Year 3	#DIV/0!	*	0.0	=	#DIV/0!	Estimated Hours Year 3
Year 4	#DIV/0!	*	0.0	=	#DIV/0!	Estimated Hours Year 4
Year 5	#DIV/0!	*	0.0	=	#DIV/0!	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =					#DIV/0!	
Direct Labor Subtotal before Escalation =				\$	-	
Estimated Total of Direct Labor Salary Increase =					#DIV/0!	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section ????
- Estimated yearly percent completed from resource loaded schedule

EXHIBIT 10-H1 COST PROPOSAL**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Sharon A. Hennessey Title *: Member/Manager
 Signature:  Date of Certification (mm/dd/yyyy): 02/08/2023
 Email: appraisals@h-hllc.com Phone Number: 714-730-0744
 Address: 17602 17th Street Suite 102-246, Tustin, CA 92780

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Real Estate Appraisal Review

Attachment: Exhibit B - Cost Proposal (9573 : US 395 Phase 2 ROW Services Award Contract No. 23-1002844)

EXHIBIT 10-H1 COST PROPOSAL
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime

☒ Subconsultant

2nd Tier Subconsultant

Consultant: Integra Realty Resources - Orange CountyProject No. SBCTA RFP23-1002844 US395 Widening Phase 2 - Right of Way PhaseDate 02/21/2023**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Team Leader/Reviewer	Beth Finestone	125	\$190.34	\$23,792.50
Team Leader/Reviewer	Rick Donahue	225	\$190.34	\$42,826.50
Senior Appraiser	Stephanie Kavanaugh	350	\$126.89	\$44,411.50
Appraiser	Cathy Williams	130	\$101.54	\$13,200.20
Administrative	Leticia Solis	40	\$55.83	\$2,233.20
				\$0.00
				\$0.00
				\$0.00
Total Hours		870		

LABOR COSTS

a) Subtotal Direct Labor Costs	\$126,463.90
b) Anticipated Salary Increases (see page 2 for calculation)	\$0.00
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$126,463.90

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>0.00%</u>)	e) Total Fringe Benefits [(c) x (d)]	\$0.00
f) Overhead (Rate: <u>19.44%</u>)	g) Overhead [(c) x (f)]	\$24,584.58
h) General and Administrative (Rate: <u>56.67%</u>)	i) Gen & Admin [(c) x (h)]	\$71,667.09
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]		\$96,251.67

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee	8.00%	\$17,817.25
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I) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	TBD	Miles	\$0.625	
Postage/Overnight Delivery		Per Parcel		
Preliminary Title Reports				
Appraisal Reports				
Appraisal Review Reports				\$0.00

l) TOTAL OTHER DIRECT COSTS	\$0.00
------------------------------------	---------------

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	\$0.00
Subconsultant 2:	\$0.00
Subconsultant 3:	\$0.00
Subconsultant 4:	\$0.00
m) TOTAL SUBCONSULTANTS' COSTS	\$0.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]	\$0.00
---	---------------

TOTAL COST [(c) + (j) + (k) + (n)]	\$240,532.82
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NOTES:

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

EXHIBIT 10-H1 COST PROPOSAL
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$126,463.90	870	=	\$145.36	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$145.36	+	3%	=	\$149.72	Year 2 Avg Hourly Rate
Year 2	\$149.72	+	3%	=	\$154.21	Year 3 Avg Hourly Rate
Year 3	\$154.21	+	3%	=	\$158.84	Year 4 Avg Hourly Rate
Year 4	\$158.84	+	3%	=	\$163.60	Year 5 Avg Hourly Rate
Year 5	\$163.60		3%		\$168.51	Year 6 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	870.0	=	870.0	Estimated Hours Year 1
Year 2	0.00%	*	870.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	870.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	870.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	870.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	870.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$145.36	*	870	=	\$126,463.90	Estimated Hours Year 1
Year 2	\$149.72	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$154.21	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$158.84	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$163.60	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$126,463.90	
Direct Labor Subtotal before Escalation				=	\$126,463.90	
Estimated total of Direct Labor Salary Increase				=	\$0.00	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project

files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Beth B. Finestone, MAI, AI-GRS, FRICS, CRE Title*: Executive Director

Signature:



Date of Certification (mm/dd/yy): 02/21/2023

Email:

bfinestone@irr.com

Phone Number:

(949) 591-8150

Address:

2151 Michelson Drive, Suite 205, Irvine, CA 92612

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Real Estate Valuation and Consulting Services; Litigation Support

Attachment: Exhibit B - Cost Proposal (9573 : US 395 Phase 2 ROW Services Award Contract No. 23-1002844)

Cost/Price Form for Cost Plus Fixed Fee RFP
I-10 Express Lanes Contract 2 Plans, Specifications, and Estimates

Consultant **Psomas**Contract No. **RFP 23-1002844**Date **2/22/2023**

Direct Labor Classification/Title	Key Personnel	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Calif. L.S. Party Chief*		200	63.26	63.26	\$63.26	\$12,652.00
Certified Party Chief*		200	61.56	61.56	\$61.56	\$12,312.00
Party Chief*		200	59.51	59.51	\$59.51	\$11,902.00
Instrument Man*		300	54.86	54.86	\$54.86	\$16,458.00
Chainman*		300	51.28	51.28	\$51.28	\$15,384.00
Technical Manager		100	93.84	98.00	\$95.92	\$9,592.00
Sr. Project Manager		336	82.39	85.71	\$84.05	\$28,240.80
Project Manager		680	76.47	79.39	\$77.93	\$52,992.40
Sr. Project Surveyor III		740	61.00	67.27	\$64.14	\$47,463.60
Sr. Project Surveyor II		730	57.00	57.29	\$57.15	\$41,719.50
Sr. Project Surveyor I		1,000	52.00	52.50	\$52.25	\$52,250.00
Apprentice A*		0	24.43	24.43	\$24.43	\$0.00
Apprentice B*		0	27.14	27.14	\$27.14	\$0.00
Apprentice C*		0	32.57	32.57	\$32.57	\$0.00
Apprentice D*		0	35.28	35.28	\$35.28	\$0.00
Apprentice E*		0	38.00	38.00	\$38.00	\$0.00
Apprentice F*		0	40.71	40.71	\$40.71	\$0.00
Apprentice G*		0	43.42	43.42	\$43.42	\$0.00
Project Surveyor III		420	49.17	50.00	\$49.59	\$20,827.80
Project Surveyor II		320	44.92	47.51	\$46.22	\$14,790.40
Project Surveyor I		640	41.00	41.00	\$41.00	\$26,240.00
Staff Surveyor III		800	37.13	38.56	\$37.85	\$30,280.00
Staff Surveyor II		800	34.50	35.00	\$34.75	\$27,800.00
Staff Surveyor I		800	30.00	31.20	\$30.60	\$24,480.00
Project Administrator		136	32.70	32.70	\$32.70	\$4,447.20
		0			\$0.00	\$0.00

8,702

Labor Costs

a) Subtotal Direct Labor Costs	\$ 449,831.70
b) Anticipated Salary Increases (see page 2 for sample)	\$ 2,672.30
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 452,504.00

Fringe Benefits

d) Fringe Benefits (Rate 61.100% %)	e) Total Fringe Benefits [(c)x(d)]	\$ 276,479.94
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Indirect Costs

f) Overhead (Rate 110.500% %)	g) Overhead [(c)x (f)]	\$ 500,016.92
h) General and Administrative (Rate 0.000% %)	i) Gen & Admin [(c) x (h)]	\$ -
j) Total Indirect Costs [(g)+(i)]		\$ 500,016.92

Fixed Fee (Profit)

n) (Rate 8.00% %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$ 98,320.07
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Total Loaded Labor Costs**1,327,320.93****Other Direct Costs (ODC)**

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$ \$0.00
m) Equipment Rental and Supplies (itemize)	\$ \$0.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.)	\$ \$0.00
o) Subconsultant Costs (detailed cost proposal attached for each subconsultant)	\$ -

p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$ -
Total cost [(c) + (e) + (j) + (k) + (p)]	\$ 1,327,320.93

Notes:

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

Attachment: Exhibit B - Cost Proposal (9573 : US 395 Phase 2 ROW Services Award Contract No. 23-1002844)

Consultant Psomas Contract No. RFP 23-1002844Date 2/22/2023**1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 449,831.70 /	8702 =	\$ 51.69	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

Average hourly rate	Proposed Escalation		
Year 1 \$ 51.69 +	6%	=	\$ 54.79
Year 2 \$ 54.79 +	6%	=	\$ 58.08
Year 3 \$ 58.08 +	6%	=	\$ 61.56
Year 4 \$ 61.56 +	6%	=	\$ 65.25

Year 2 Avg Hourly Rate
Year 3 Avg Hourly Rate
Year 4 Avg Hourly Rate
Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1 90.0% *	8702 =	7831.8	Estimated Hours Year 1 (FY 22/23)
Year 2 10.0% *	8702 =	870.2	Estimated Hours Year 2 (FY 23/24)
Year 3 0.0% *	8702 =	0.0	Estimated Hours Year 3 (FY 24/25)
Year 4 0.0% *	8702 =	0.0	Estimated Hours Year 4 (FY 25/26)
Year 5 0.0% *	8702 =	0.0	Estimated Hours Year 5 (FY 26/27)
Total 100.0%	Total =	8702	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1 \$ 51.69 *	7831.8 =	\$ 404,825.74	Estimated Hours Year 1
Year 2 \$ 54.79 *	870.2 =	\$ 47,678.26	Estimated Hours Year 2
Year 3 \$ 58.08 *	0.0 =	\$ -	Estimated Hours Year 3
Year 4 \$ 61.56 *	0.0 =	\$ -	Estimated Hours Year 4
Year 5 \$ 65.25 *	0.0 =	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 452,504.00	
Direct Labor Subtotal before Escalation =		\$ 449,831.70	
Estimated Total of Direct Labor Salary Increase =		\$ 2,672.30	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only.
- Estimated yearly percent completed from resource loaded schedule

EXHIBIT 10-H1 COST PROPOSAL**Certification of Direct Costs:**


I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Sean Smith Title *: Vice President

Signature:  Date of Certification (mm/dd/yyyy): 02/22/2023

Email: sean.smith@psomas.com Phone Number: 909.800.8911

Address: 1650 Spruce Street, Suite 400, Riverside, CA 92507

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Surveying services

EXHIBIT 10-H1 COST PROPOSAL
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime

☒ Subconsultant

2nd Tier Subconsultant

Consultant: Santolucito Dore Group Inc.Project No. SBCTA US-395 Widening Phase 2 - Right of Way PhaseDate 12/29/2022**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
		Total Hours	0	

LABOR COSTS

a) Subtotal Direct Labor Costs

\$0.00

b) Anticipated Salary Increases (see page 2 for calculation)

#DIV/0!

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)]

#DIV/0!

INDIRECT COSTS

d) Fringe Benefits (Rate: %)

e) Total Fringe Benefits [(c) x (d)]

#DIV/0!

f) Overhead (Rate: %)

g) Overhead [(c) x (f)]

#DIV/0!

h) General and Administrative (Rate: %)

i) Gen & Admin [(c) x (h)]

#DIV/0!

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)]

#DIV/0!

FIXED FEEk) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee

10.00%

#DIV/0!

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs		Miles	\$0.625	
Postage/Overnight Delivery		Per Parcel		
Preliminary Title Reports				
Appraisal Reports	70			\$267,600.00
Appraisal Review Reports				\$0.00

l) **TOTAL OTHER DIRECT COSTS**

\$267,600.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: _____

Subconsultant 2: _____

Subconsultant 3: _____

Subconsultant 4: _____

\$0.00

\$0.00

\$0.00

\$0.00

m) **TOTAL SUBCONSULTANTS' COSTS**

\$0.00

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l)+(m)]

\$267,600.00

TOTAL COST [(c) + (j) + (k) + (n)]

\$267,600.00

NOTES:

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

EXHIBIT 10-H1 COST PROPOSAL
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$0.00	0	=	#DIV/0!	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation		
Year 1	#DIV/0!	+	3%	=	#DIV/0! Year 2 Avg Hourly Rate
Year 2	#DIV/0!	+	3%	=	#DIV/0! Year 3 Avg Hourly Rate
Year 3	#DIV/0!	+	3%	=	#DIV/0! Year 4 Avg Hourly Rate
Year 4	#DIV/0!	+	3%	=	#DIV/0! Year 5 Avg Hourly Rate
Year 5	#DIV/0!		3%		#DIV/0! Year 6 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	0.0	=	0.0	Estimated Hours Year 1
Year 2	0.00%	*	0.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	0.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	0.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	0.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	0.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	#DIV/0!	*	0	=	#DIV/0!	Estimated Hours Year 1
Year 2	#DIV/0!	*	0	=	#DIV/0!	Estimated Hours Year 2
Year 3	#DIV/0!	*	0	=	#DIV/0!	Estimated Hours Year 3
Year 4	#DIV/0!	*	0	=	#DIV/0!	Estimated Hours Year 4
Year 5	#DIV/0!	*	0	=	#DIV/0!	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	#DIV/0!	
Direct Labor Subtotal before Escalation				=	\$0.00	
Estimated total of Direct Labor Salary Increase				=	#DIV/0!	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2%)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project

files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name:	Christine Santolucito	Title*:	President
Signature:		Date of Certification (mm/dd/yyyy):	12/29/2022
Email:	christie@sdgroupinc.com	Phone Number:	951-225-3500
Address:	31600 Railroad Canyon Road, Suite 100-L, Canyon Lake, CA 92587		

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Real Estate Appraisal Services

Minute Action

AGENDA ITEM: 14

Date: May 3, 2023

Subject:

Release Request for Proposals No. 23-1002944 for Express Lanes Program Support

Recommendation:

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

Authorize release of Request for Proposals No. 23-1002944 for Express Lanes Program Support Services.

Background:

In March 2019, San Bernardino County Transportation Authority (SBCTA) kicked off the design-build of the Interstate 10 (I-10) Corridor Express Lanes Project - Contract 1 (Project). A Project and Construction Management (PCM) consultant team manages the design and construction of the Project on behalf of SBCTA. The PCM team includes toll experts responsible for the development and implementation of the toll collection system for the Project. Once the Project transitions from implementation to operations, the support of the PCM team curtails leaving staff without consultant support for Express Lanes operations.

SBCTA nears completion of design of the Interstate 15 (I-15) Corridor Freight and Express Lanes Project - Contract 1 and anticipates the beginning of construction in late 2023. In addition, design has started for the I-10 Corridor Express Lanes Project - Contract 2. I-15 Contract 1 and I-10 Contract 2 are not being delivered by the design-build method; therefore, a PCM team is not available to support these express lanes projects.

As SBCTA expands the express lanes network and initiates toll operations, there is a need to procure consistent, comprehensive and long-term Express Lanes Program Support. Express Lanes Program Support will provide staff with consultant tolling expertise to support troubleshooting issues that arise during operations of the express lanes and general tasks such as the implementation of a toll collection system for I-10 Contract 2, express lanes policy and business rule development, toll system implementation and maintenance, operational performance reporting, technology evaluation and customer service oversight.

Staff assessed the Express Lanes Program needs and determined that the best approach is to procure consultant support to provide continuity between the three (3) independent express lanes projects and provide support as needed during operations of I-10 Contract 1 through the issuance of a Request for Proposals (RFP) for Express Lanes Program Support. The RFP includes a scope of work developed by staff that satisfies SBCTA Express Lanes Program needs. The Express Lanes Program Support contract is anticipated to cover a period of three (3) years plus two (2) one-year optional terms with a total not-to-exceed value of \$5,000,000 over five (5) years. Funding for this contract would be supported through express lanes revenue. Staff anticipates requesting SBCTA Board of Directors consideration of a contract award in summer 2023. Staff requests approval to release RFP No. 23-1002944 for Express Lanes Program Support.

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget under Task No. 0820 Freeway Project, Sub-Task No 0823 I-10 Corridor Contract 1 Project.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

May 3, 2023

Page 2

Reviewed By:

This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on April 13, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft RFP.

Responsible Staff:

Philip Chu, Chief of Toll Operations

Approved
Board of Directors
Date: May 3, 2023

Witnessed By:

Express Lanes Program Support Scope of Work

Background

The San Bernardino County Transportation Authority (SBCTA) is currently under construction of the I-10 Express Lanes Contract 1 project and in design on the I-15 Corridor Freight and Express Lanes Contract 1 and the I-10 Express Lanes Contract 2 projects along with developing future express lane facilities. The I-10 Express Lanes Contract 1 project is anticipated to begin operations in late 2023. As SBCTA express lanes and related facilities continue to progress through project development phases to operations, toll consultant support is needed to assist SBCTA with strategic planning, toll collection system implementation, express lanes operation, and maintenance and design activities.

Activities performed under this agreement are independent from other planning, design, construction or construction management efforts that may be required for the delivery of SBCTA's Express Lanes Program, and as such, should not pose a conflict of interest in pursuing those components of delivering future projects. The Department of Toll Operations will manage the Express Lanes Program Support contract such that no services would be provided by consultants under this agreement that would be privileged thereby excluding them from pursuing other contracts supporting the agencies' Express Lanes Program. To ensure a conflict of interest would not exist, any member of the Express Lanes Program Support team could not participate in any future project where an actual, potential, apparent financial or competitive advantage would exist. If Proposer is concerned about a potential conflict of interest that may exist with a member of their team/firm, please contact the Project Manager for this solicitation.

Description of Work

SBCTA's Department of Toll Operations is seeking toll consultant support services for upcoming SBCTA express lane facility operations and development of future express lane facilities. Services include supporting the toll program on a wide variety of topics pertaining to the back office, customer service, toll roadside systems, revenue collection and violations, Express Lanes Equity Program, Toll Service Provider key performance indicators, analysis and reporting of traffic and revenue, toll system operations, maintenance and business rules. In addition, SBCTA seeks input on innovative products and systems as they are introduced that could improve efficiency of express lanes facilities.

The activities identified below are characteristic of the categories of work for which SBCTA is seeking qualified Proposers. In addition to the specific activities described below, general responsibilities that may be required also include: task/project schedule development, cost estimate development and review, benefit/cost analyses development and evaluation, toll service provider procurement document development and support, toll service provider and operations services contract administration (California Highway Patrol enforcement, Freeway Service Patrol (FSP), Caltrans maintenance and customer service center), invoice review and approval, contractor/consultant oversight, contract deliverable review and approval, industry best practices research, standard operating procedure/business rule development, and contractor, consultant, and agency coordination.

The estimated value of this contract is \$5 million for an estimated period of five years. Activities below are intended to be performed under the direction of SBCTA's Chief of Toll Operations.

Task I - I-10 Contract 2 Toll Implementation Support

The Consultant shall provide tolling implementation support services for I-10 Express Lanes Contract 2. Services include the oversight and management of the Toll Service Provide (TSP) efforts and contract associated with the TSP amendment for the project as well as coordination with SBCTA partners to ensure delivery, operation and maintenance of the project including but not limited to:

- TSP contract administration, planning and support
- Toll operations and maintenance planning
- Performance metrics and evaluations
- Asset management
- Communications and marketing strategy
- Incident management and disaster recovery
- Standard operating procedures
- Oversight, coordination and owner verification Toll system implementation oversight

Task II - Express Lanes Planning and Policy

The Consultant shall support SBCTA with strategic and operational planning and policy work for future express lanes extensions. Planning and policy work require balancing SBCTA's financial obligations and program goals with regional policy and other related requirements. Tasks include a wide range of planning and policy work including but not limited to:

- Concept of operations updates
- Business rule review and refinement
- Toll Program and facility policy and goal review and refinement
- Legislation research and monitoring
- Organizational readiness planning
- User survey development
- Long-term express lanes system strategic planning
- General express lanes program management and support

Task III – Express Lanes Operations Support

The Consultant shall provide oversight support for the operations of the SBCTA Express Lanes System including the necessary technical expertise and staffing resources to provide oversight of the toll service providers and other operations and maintenance contractors. Tasks include a wide range of oversight support including but not limited to:

- Toll collections system oversight, coordination and monitoring
- Express Lanes operations and maintenance oversight
- Contract management and administration
- Transaction processing and financial reconciliation oversight and support

Task IV - Technology and Systems Support

The Consultant shall support SBCTA with the assessment, planning, implementation and management of technology and systems used in the operation and management of the express lanes and facilities. Tasks include a wide range of technology and system support activities including but not limited to:

- Existing technology and systems monitoring
- Manage system upgrade configuration management processes
- Perform technical evaluations
- Long-term system replacement plan development
- System generated reports/data validation and analysis
- System design review and approval
- Emerging technology evaluation and preparation of white papers on potential application in SBCTA Express Lanes Program
- Implementation and support of technology pilot programs
- Audit system performance assessments
- System maintenance monitoring and evaluation
- System plans, documents, drawings, etc. review
- Perform asset management
- Evaluate transponder or other payment method technology
- System interface review
- Identify and evaluate future opportunities in customer service and back office operations
- Oversight support of tolling contractors

Task V - Customer Service and Back Office Operations Support

The Consultant shall support SBCTA with oversight of the back office operations, customer service, toll transaction and evasion violation processes upon revenue commencement including but not limited to:

- Website content, customer materials, customer correspondence development
- Perform complex reporting of back office and customer service performance
- Collection program evaluation
- Audit contract performance requirements
- Audit contract standard operating procedures
- Audit transactions, revenue and reconciliations
- Audit and review financial processes
- Third party audit support
- Review Service Organization Control, Payment Card Industry, Personally Identifiable Information, and Department of Motor Vehicle compliance
- Perform operational assessments and reporting
- Manage and deliver operational initiatives
- Respond to customer inquiries
- Coordinate with marketing and outreach consultants
- Recommend processing efficiencies

- Perform data management

Task VI - Roadway Maintenance Support

The Consultant shall support SBCTA with a wide range of roadway and construction support activities including but not limited to:

- Express lanes and general purpose lane closure coordination
- Roadway maintenance plan development and maintenance oversight
- Roadway sign replacement or upgrade coordination
- Incident management plan review and update
- Freeway Service Patrol coordination
- California Highway Patrol enforcement coordination
- Coordination with Caltrans on routine and lifecycle maintenance of roadway assets
- Asset management, repair, and replacement plan development and implementation
- Coordination with projects impacting the express lanes
- Standard operating procedure development, update and implementation

Task VII - Industry Representation

The Consultant shall support SBCTA participation with outside agencies and within the transportation tolling industry with activities including but not limited to:

- Presentation material preparation
- Deliver presentations
- Perform research
- Organize and conduct tours
- Coordinate events
- Industry committee participation
- Interface with other agencies
- Identify available industry platforms
- Manage agency initiatives

Task VIII - Express Lanes Performance

The Consultant shall support SBCTA with the performance monitoring of express lanes operations with activities including but not limited to:

- Perform general traffic, origin-destination, High-Occupancy-Vehicle, and other counts
- Traffic simulation and modeling support for express lanes operations
- General purpose and express lanes speed monitoring
- Dynamic pricing algorithm evaluation
- Performance Measurement System (PeMS) data collection and analysis
Video/drone recording and analysis
- Research and implement business analytic tools (i.e. performance dashboards)

Task IX - Financial Support

The Consultant shall support SBCTA with work related to existing facility and future project financings and general financial support as SBCTA separately contracts for detailed toll financial support through the Finance Department. Activities include but are not limited to:

- Estimation of life-cycle costs for toll technology, express lane pavement, and other capital costs
- Analyze surplus toll revenue, assist in the development of surplus toll revenue expenditure plans
- Providing insight and expertise on State/Federal/Local funding sources in accordance with Governmental Accounting Standard Board (GASB) and Federal Highway Administration (FHWA) rules and regulations.

Minute Action

AGENDA ITEM: 15

Date: May 3, 2023

Subject:

2023 Transportation Development Act Article 3 Guidelines and Call-for-Projects

Recommendation:

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

- A. Approve the changes to the guidelines for the Transportation Development Act Article 3 funds for Bicycle/Pedestrian Facilities and Transit Stop Access Improvement projects.
- B. Authorize SBCTA staff to release a call-for-projects for Bicycle and Pedestrian Facilities with Transportation Development Act Article 3 funding under the new guidelines with \$5,760,000 available for award to selected projects.
- C. Authorize SBCTA staff to release a call-for-projects for Transit Stop Access Improvements with Transportation Development Act Article 3 funding under the new guidelines with \$1,440,000 available for award to selected projects.

Background:

San Bernardino County Transportation Authority (SBCTA) oversees the disbursement of 2% of the Local Transportation Funds (LTF) made available to counties and cities for facilities geared toward the exclusive use of bicyclists and pedestrians, known as the Transportation Development Act (TDA) Article 3 Program. In August 1999 the SBCTA Board of Directors (Board) approved a policy stipulating that 80% would be available for bicycle and pedestrian projects. The remaining 20% of the Article 3 Program funds would be made available for transit stop access improvement projects for pedestrians and persons with disabilities. In 2015, the Board approved the use of up to 10% of the funds available for bicycle and pedestrian projects for maintenance of existing bicycle and pedestrian facilities. In 2017, the Board further approved a policy to set-aside a minimum of 50% of the remaining bicycle and pedestrian facilities project funding for smaller projects under \$250,000.

A. Approve the changes to the guidelines for the TDA Article 3 funds for Bicycle/Pedestrian Facilities and Transit Stop Access projects.

On December 5, 2018, the Board approved changes to the guidelines for TDA Article 3 for bicycle and pedestrian facilities and transit stop access improvements projects and approved the release of a call-for-projects with TDA Article 3 funding under the revised guidelines. On June 2, 2021, the Board approved additional modifications to the TDA Article 3 guidelines before the release of another call-for-projects.

Unfortunately, funding management challenges continue to present themselves as the TDA Article 3 Program has progressed, making additional updates to the guidelines necessary to ensure the funds are used consistent with the conditions under which they have been awarded. The following recommended modifications to the guidelines approved in June 2021 are intended to increase adherence to award conditions while reducing the amount of staff time required for program management.

Entity: San Bernardino County Transportation Authority

1. Add a “project readiness” component to the bicycle and pedestrian facility TDA Article 3 application with a maximum score of 15 points. The goal is to limit the number of awards granted that end up requiring extensions and scope changes due to a lack of project readiness. Without project readiness criteria, staff has seen awarded projects not being delivered as proposed in the application, so that by the time the projects are ready to go, the funding requested is no longer sufficient to complete the projects as intended. Since this is a competitive grant process, it is not fair to the other applicants to let the funds go unused and then permit scope reductions. Larger, more complex projects can apply for funding by phases so as to reduce risk, provide for better construction cost estimates, and not tie up funding that could be used for other projects.
2. Another suggested step aimed at delivering awarded projects as originally scoped is to require submittal of an annual Progress Report. By definition, “progress” will be measured by the expenditure of funds within one year of award notification and awarding a construction contract for construction awards within three full fiscal years.
 - a) If the recipient is unable to demonstrate that funds have been expended in the first year, then those funds will be automatically rescinded and provided to the next highest scoring application within the same award category.
 - b) Additionally, funds will be rescinded for construction projects in cases where a construction contract has not yet been awarded within three full fiscal years. Note, this requirement applies to all active construction project awards. Since the completion deadline for all awards is roughly three years after issuance, the expectation is that a contractor will have been selected within the three full fiscal years at a minimum. Upon Board approval, all active award recipients will be notified of these guidelines and subject to rescission if appropriate actions have not been taken to progress the project.
3. Progressive reimbursement recipients will now be required to provide a status update when requesting funds. To facilitate this, a “Section II” will be added to the Reimbursement Request Form. See Attachment 1 for an example. If the amount expended is not consistent with project progress, then the awardee will be required to provide a schedule that identifies how they intend to complete the project as scoped within project budget and deadline.
4. Increase the withholding from 10% to 20% for progressive reimbursement recipients. This step is needed to discourage recipients from waiting until the final 10% is due to request scope reductions.

In order to ensure the Board is fully aware of all TDA Article 3 related activity, SBCTA staff will provide an annual update on all active awards. This will afford the Board the opportunity to provide guidance and direction where needed. Attachment 2 shows a complete copy of the proposed Guidelines update.

B. Release a call-for-projects for TDA Article 3 funding under the new guidelines (A).

Including the Fiscal Year 2023/2024 Board-approved LTF apportionments and unallocated TDA Article 3 funds, \$5,760,000 is available for future Bicycle and Pedestrian Facilities and \$1,440,000 is available for Transit Stop Access Improvement awards. This leaves \$192,491 in

Board of Directors Agenda Item

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Bicycle and Pedestrian Facilities and \$180,565 in Transit Stop Access Improvements Contingency Funds available for unforeseen TDA Article 3 related needs, should they arise.

A complete copy of the Bicycle and Pedestrian Facilities Call-for-Projects is provided as Attachment 3 and a complete copy of the Transit Stop Access Improvement Call-for-Projects is provided as Attachment 4. Award recipients would have until June 30, 2025 to complete their projects (over three years after receiving their award notices).

Financial Impact:

This item has no financial impact on the Fiscal Year 2022/2023 or Proposed Fiscal Year 2023/2024 Budgets.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 12, 2023. This item was reviewed by the Transportation Technical Advisory Committee on April 3, 2023.

Responsible Staff:

Ginger Koblasz, Senior Planner

Approved
Board of Directors
Date: May 3, 2023

Witnessed By:

ATTACHMENT 1

Reimbursement Request

Article 3 Grant Program

Claimant: **Town of Apple Valley**Allocation #: **L22-0702-0731-00**

Grant Information (completed by SBCTA)					
Project Name	Total Project Cost	Article 3 Award Amount	Percent Article 3	Local Match	ATP Funds (if applicable)
Bear Valley Rd Bridge Connector	\$464,600.00	\$232,300.00	50.00%	\$232,300.00	\$0.00

Section I: Required for all Reimbursement Requests (1-5)**A: Current Request for Reimbursement**

TDA Article 3 Reimbursement Amount Requested	\$0.00
Local Match	\$0.00
ATP Funds Utilized	\$0.00
1) Total Spent*	

*Shares will be automatically calculated based on non-rounded formula.

B: Project Costs to Date (include amount requested above)

2) TDA Article 3		0.0%
3) Local Match		0.0%
4) ATP (if applicable)		0.0%
Total	\$0.00	0.0%

C: Balance Remaining

TDA Article 3	\$232,300.00	100.0%
Local Match	\$232,300.00	100.0%
ATP Funds (if applicable)	\$0.00	0.0%
Total	\$464,600.00	100.0%

☐ **5) Check to verify expenses claimed are consistent with the approved scope.**
Total Project Miles (if applicable) **.32**

Construct a multi-use path connecting a Class I bike path from Apple Valley to Victor Valley College.

Section II: Required for Progressive Reimbursements ONLY (1-3)**A: Project Completion** (turns red if % completed is significantly less than invoice)

<input type="text"/>	1) Overall % Completed	
<input type="text"/>	2) Mileage Completed (if applicable)	Share Completed: <input type="text" value="0.00%"/>

B: Summary of Project Status

3) If either number turned red above, please provide a project schedule that demonstrates how the project will be completed on schedule within the budget. Provide attachments as needed.

By signing below, I certify that the information on this Financial Reporting form is true and accurate to the best of my knowledge.

Signed:

(Authorized Agent specified in Authorizing Resolution)

Date:

ATTACHMENT 2

San Bernardino County Transportation Authority

Transportation Development Act (TDA)

Article 3 Guidelines

May 2023

1170 W. 3rd Street • 2nd Floor
San Bernardino, CA 92410
Phone: 909.884.8276
Email: Tda3@gosbcta.com

TDA Article 3 Resources Portal: <https://gosbcta.com/tda3>
(use Firefox or Chrome)

NOTICE: These guidelines will be applied to all ACTIVE outstanding awards.

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I. Transportation Development Act (TDA) Article 3 Funding Distribution

The Transportation Development Act (TDA) provides that 2 percent of the Local Transportation Funds (LTF) be made available to counties and cities for facilities for the exclusive use of pedestrians and bicyclists, known as TDA Article 3 Program. In August 1999 the SBCTA Board approved a policy that 80 percent would be available for pedestrian and bicycle projects. The remaining 20 percent of the Article 3 program would be made available for projects that improve access to transit stops for pedestrians and persons with disabilities. In 2015, the Board approved the use of up to 10 percent of the funds available for pedestrian and bicycle projects for maintenance of existing bicycle and pedestrian facilities. In 2017, the Board further approved a policy to set-aside a minimum of 50 percent of the remaining bicycle and pedestrian facilities project funding for smaller projects under \$250,000.

II. Bicycle/Pedestrian Projects

Of the 80 percent of TDA funds going for Bike/Ped projects, up to 10 percent is set-aside for maintenance of existing bicycle and pedestrian facilities and at least 50 percent of the balance is available for projects under \$250,000. Proposed projects must be consistent with the most recent San Bernardino County Active Transportation Plan approved by the SBCTA Board.

Upon approval of a project list by the SBCTA Board, Article 3 funds will be allocated to the project sponsor agency. Allocated funds will remain available for three fiscal years after the year of Board approval. Unspent allocated funds may revert to the subsequent Bicycle and Pedestrian Facilities Call for Projects after the three-year term has expired.

Proposed bicycle and pedestrian facility projects must meet the following guideline requirements:

- Bicycle projects submitted for consideration must be included in the latest SBCTA San Bernardino County Active Transportation Plan. Project costs do not necessarily need to match. See <https://www.gosbcta.com/activesanbernardino>.
- Projects included in SBCTA's Points of Interest Pedestrian Plan (PIPP) and Safe Routes to School Plan (Phase II) will be viewed favorably during the application review process.
- The minimum cash match for this grant program is 10%. No award of Article 3 Bicycle and Pedestrian funds will be for more than 90% of the total project cost. However, overmatching is encouraged and provides additional application points. There is no maximum amount that is available per project request; however, in the event that a project cannot be fully funded, SBCTA may recommend partial funding for award if the agency is able to fund the balance of the project scope as rated.
- Agencies awarded funds will not be reimbursed for any project cost overruns. The allocated amount represents the maximum amount eligible for reimbursement. For projects completed under the allocated amount, the agency will be reimbursed at the matching ratio in effect at the time of project selection and approval. Example: If an agency commits to a 25% match for a \$10,000 project, the amount of Article 3 awarded would be \$7,500. If the completed project cost was \$8,000, the amount of Article 3 funds disbursed to the agency would be \$6,000.
- Design and construction of facilities must conform to the general design criteria for non-motorized facilities as outlined in the Caltrans Highway Design Manual.

- Projects must have schedules that show completion within three full fiscal years after a TDA Article 3 award. Applicants for projects with longer or higher-risk schedules should consider applying for funds in phases that are readily achievable within this timeframe. For example, environmental and design could be applied for in an initial application and construction applied for in a second application in a subsequent cycle, so as not to lock up funds that could be used for projects that are more shovel ready. Project readiness will be evaluated as part of project selection, and costs/schedule must be shown by phase (environmental, design, right-of-way, and construction) in the event SBCTA recommends funding for only earlier phases.

Eligible Expenditures:

- Preliminary engineering, environmental clearance, and design leading to construction of pedestrian or bicycle facilities.
- Right-of-way acquisition necessary for pedestrian or bicycle facilities.
- Purchase and installation of High Intensity Activated Crosswalk (HAWK) beacons and touchless crosswalk activation equipment.
- Construction or reconstruction of Class I, II and III bicycle facilities and/or cycle tracks and sidewalks.
- Retrofitting existing bicycle and pedestrian facilities, including installation of signage to comply with Americans with Disabilities Act (ADA).
- Purchase and installation of bicycle facilities such as secure bicycle parking, lockers, and racks, benches, drinking fountains, changing rooms, restrooms, and showers adjacent to major employment centers, park-and-ride lots and transit terminals.
- Maintenance of existing Class I facilities (no more than 10% of the available funds for the Bicycle and Pedestrian Facilities Call for Projects can be allocated to maintenance of existing facilities).
- Route improvements such as signal controls for cyclists, bicycle loop detectors, rubberized rail crossings, and bicycle-friendly drainage grates.
- All eligibility requirements under Active Transportation Program (ATP), including eligible project categories, minimum request for funds, project type requirements, safe routes to school project requirements, and recreational trails requirements except for the planning project requirements.
- Necessary staff time directly related to in-house completion of design, right-of-way acquisition, or construction including inspection and/or construction management.
- Installation of solar lighting for safety purposes.

Ineligible Expenditures:

- Travel costs and per diems.
- Staff administration and/or contract project management expenses.
- The construction of sidewalks fronting undeveloped land on a project may not exceed 15% of the total project length.
- Match paving for sidewalk projects is not an eligible project cost. Roadway improvements performed in conjunction with bicycle or pedestrian facility improvements are not an eligible expense.
- Curbs, gutters, and driveway ramp paving. These are not for the benefit of pedestrians.

Detailed project cost estimates must be provided that clearly demonstrate the portion of a comprehensive project that is directly attributable to bicycle or pedestrian facilities. If the funds requested for bicycle or pedestrian facilities cannot be clearly determined from project cost estimates or funding is not deemed appropriate for bicycle or pedestrian facilities, the evaluation panel reserves the right to eliminate the submittal from consideration or adjust the cost according to what it deems appropriate for the bicycle or pedestrian facility. Railroad grade crossing pedestrian projects are no longer considered eligible expenses under this program.

III. Transit Stop Access Improvements

This program has been developed in recognition of the importance of providing safe and accessible paths of travel to existing and proposed bus stop locations. In some instances, the provision of accessible pathways to bus stops may reduce the demand for complementary paratransit service provided by the Americans with Disabilities Act (ADA).

Applicants may be local jurisdictions, the county, or transit operators/claimants. No single jurisdiction shall receive more than 10% of the funds available under this call for projects unless there are an insufficient number of project applications to fully utilize the amount available. Joint power agency transit operators who are the lead agency for implementing the proposed projects may receive awards above the 10% limit.

Upon approval of a project list by the SBCTA Board, Article 3 funds will be allocated to the project sponsor agency. Allocated funds will remain available for three fiscal years after the year of Board approval. Unspent allocated funds will revert to the subsequent Transit Stop Access Improvements call for projects after the three-year term has expired.

Eligible Expenditures:

1. Web-based mapping, photography, mobile device application, or other visual imagery to provide information on stop accessibility to users of a transit system.
2. Retrofitting sidewalks with accessibility ramps to improve access to existing bus stops.
3. Construction of bus stop pads, including pads for bus shelters, and installation of bus shelters, benches, trash receptacles and solar lighting at existing bus stop locations.
4. Construction of bus stop pads, including pads for bus shelters, and installation of bus shelters, benches, trash receptacles and solar lighting at new bus stop locations.
5. Construction of new sidewalks to serve existing bus stop locations.
6. Construction of new sidewalks to serve new bus stop locations.

Eligible project costs include expenses associated with: right of way acquisition or easement; preliminary engineering and design; plans, specifications and estimates; and construction. All projects must comply with the applicable Americans with Disabilities Act Accessibility Guidelines (ADAAG), Health and Safety Code, Sections 18901 to 18949.6 of the State Building Standards Law as issued by the California Building Standards Commission, and comply with local building and construction codes and requirements.

IV. Award Requirements

In order to ensure TDA Article 3 funding is kept moving, award funds will be rescinded if no progress has been made within **ONE** year of award notification or if a construction contract has not yet been awarded within **THREE** years of award notification. Applicants are welcome to reapply for future funding. Additionally, award recipients but submit the following:

1. Within **SIX** months of funding award notification or prior to requesting reimbursement of funds, whichever comes first, a Claim Form and Authorizing Resolution must be submitted to SBCTA through the TDA Article 3 portal at <https://gosbcta.com/tda3> (use Chrome or Firefox). The transit agency board of directors or city/town council adopted resolution should authorize the filing of the Claim Form, authorize the submission of Reimbursement Request Form(s), and designate the individuals authorized to certify project completion (Authorized Agent). The Claim Form package with instructions can be both obtained and submitted through TDA Article 3 portal link above. TDA claim form and supporting documentation of project completion or progress must be submitted prior to disbursement of funds. Below is an invoice check list:
 - a) **Claim Form** (one-time submission) – required within **SIX** months of the project award by SBCTA Board or prior to initial request for reimbursement of funds, whichever comes first.
 - b) **Authorizing Resolution** (one-time submission) – required within **SIX** months of the project award by SBCTA Board or prior to requesting initial reimbursement of funds, whichever comes first. Resolution should authorize the filing of the claim form, authorize the submission of reimbursement requests throughout the duration of the project, as needed by the claimants with progress payment authorization, and designate the individuals authorized to certify project completion (Authorized Agent). Please submit resolution with the completed Claim Form. Sample language is available online through the TDA Article 3 portal.
 - c) **Reimbursement Request Form** (as needed) – this form is required every time a reimbursement is requested. Please note, progress payments are only eligible on awards over \$200,000, the requested amount must be a minimum of 20% of the award total, and the local match share percentage must be met regardless of reimbursement amount requested.
 - d) **Backup Documentation** (required every time a Reimbursement Request Form is submitted) – invoices, paychecks, purchase orders, etc. to support both the reimbursement and match amounts noted on the Reimbursement Request Form. Please note, staff administration and/or contract project management expenses are NOT eligible match expenses. However, staff expenses may qualify for local match under select circumstances. Please identify whether supporting documentation includes staff expenses under one of the following allowable conditions:
 - ☐ Award is for an ATP Safe Routes to School (SRTS) program project, not a SRTS infrastructure project.
 - ☐ Necessary staff time directly related to in-house completion of design, right-of-way acquisition, or construction including inspection and/or construction management.
 - ☐ Note: No travel costs or per diems allowed for staff time.
 - e) **Certification of Project Completion** (completed projects only) – prior to filing the final request for reimbursement, written verification of project completion by the agency's Authorized Agent is required (see Authorizing Resolution above). Sample language is available online through the TDA Article 3 portal.
 - f) **Photos of Project** (completed projects only) – required when project is complete and should be uploaded through the TDA Article 3 portal with final reimbursement request.

- g) **Other** – Claimants may include additional information not specified in this list to support the claim or reimbursement request. SBCTA may request additional information as necessary.
2. Completion of an **ANNUAL** Proof of Progress Report (Annual Report) must be submitted on the **FIRST** anniversary award notification AND by June 30 for all subsequent years thereafter. **All pre-2023 active awards must also submit an Annual Report by June 30.** The Annual Report must include:
- a) a description of the work completed during the year,
 - b) an estimate of the total project percent completed, and
 - c) an estimate of the amount spent to-date.
3. Extension requests must be submitted through the TDA Article 3 portal found at <https://gosbcta.com/tda3> (use Chrome or Firefox) at least **THREE** months before the project sunset date, include appropriate justification for an extension, and provide a revised project schedule with an expected completion date. An automatic extension will be granted by SBCTA staff where TDA Article 3 funds have been awarded to provide match assistance for California Transportation Commission (CTC) Active Transportation Program awards, consistent with CTC-approved extensions.

Failure to fulfill any of the following requirements can lead to the rescission of awarded funds. The recipient will have 30 days after written notification of rescission to appeal in writing to the SBCTA Deputy Executive Director who will then decide either to deny the request, grant the request, or bring the matter to the Board for their direction.

V. Invoicing for Reimbursement

Awards under \$200,000 are only eligible for reimbursement upon project completion unless otherwise granted by SBCTA staff in writing. Agencies receiving an allocation of \$200,000 or more may request progressive reimbursements at a minimum of 20% of the total award amount per invoice (final payment is not subjected to this limitation) and meet local match percentage with satisfactory completion of "Section II" of the Request for Reimbursement which requires project status information. If the amount expended is not consistent with project progress, then the awardee will be required to provide a schedule that identifies how they intend to complete the project as scoped within project budget and deadline. SBCTA will retain 20% of the final award amount until project completion.

Transit awards are eligible for reimbursement upon project completion unless otherwise granted by SBCTA staff in writing.

Each recipient shall prepare a project completion report, including pictures of completed project(s) when requesting reimbursement. Recipient must retain all records necessary for the fiscal and compliance audit that will be conducted at the end of each fiscal year. Projects selected under this process must be completed within the three full fiscal year period. Any funds allocated and not disbursed by the end of the three full fiscal year period shall be unallocated and returned to the Article 3 Bicycle and Pedestrian Facilities fund.

ATTACHMENT 3

**TRANSPORTATION DEVELOPMENT ACT
ARTICLE 3 BIENNIAL CALL FOR PROJECTS
FOR
BICYCLE AND PEDESTRIAN FACILITIES**



Issued: May 4, 2023

Submittal Deadline: July 7, 2023

Background:

In August 1999, the SBCTA Board approved a policy that 80% of the Transportation Development Act (TDA) Article 3 funds would be made available for projects that implement or improve bicycle and pedestrian facilities. The remaining 20% of TDA Article 3 funds will be made available through a separate Call for Projects specifically for projects that improve access to transit stops for pedestrians and persons with disabilities. The total amount available in this call for projects is \$5,760,000 and is comprised of funds from unused allocation of prior TDA awards and two fiscal years of revenue.

Upon approval of a project list by the SBCTA Board, Article 3 funds will be allocated to the project sponsor agency. Allocated funds will remain available for three fiscal years after the year of Board approval. Unspent allocated funds may revert to the subsequent Bicycle and Pedestrian Facilities Call for Projects after the three-year term has expired.

An automatic extension will be granted by SBCTA staff where TDA Article 3 funds have been awarded to provide match assistance for California Transportation Commission (CTC) Active Transportation Program awards, consistent with CTC-approved extensions.

Proposed bicycle and pedestrian facility projects must meet the following guideline requirements:

- Bicycle projects submitted for consideration must be included in the latest SBCTA San Bernardino County Active Transportation Plan. Project costs do not necessarily need to match. See <https://www.gosbcta.com/activesanbernardino>.
- Projects included in SBCTA's Points of Interest Pedestrian Plan (PIPP) and Safe Routes to School Plan (Phase II) will be viewed favorably during the application review process. See <https://www.gosbcta.com/wp-content/uploads/2019/10/SBCTA-POI-PedestrianPlan.pdf> and <https://www.gosbcta.com/wp-content/uploads/2019/10/Regional-Safe-Routes-to-School-Vol.2.pdf>.
- The minimum match for this grant program is 10%. No award of Article 3 Bicycle and Pedestrian funds will be for more than 90% of the total project cost. However, overmatching is encouraged and provides additional application points as outlined in the scoring criteria below. There is no maximum amount that is available per project request however, in the event that a project cannot be fully funded, SBCTA may recommend partial funding for award if the agency is able to fund the balance of the project scope as rated.
- Agencies awarded funds will not be reimbursed for any project cost overruns. The allocated amount represents the maximum amount eligible for reimbursement. For projects completed under the allocated amount, the agency will be reimbursed at the matching ratio in effect at the time of project selection and approval. For example, if an agency commits to a 25% match for a \$10,000 project, the amount of Article 3 awarded would be \$7,500. If the completed project cost was \$8,000, the amount of Article 3 funds disbursed to the agency would be \$6,000.
- Design and construction of facilities must conform to the general design criteria for non-motorized facilities as outlined in the Caltrans Highway Design Manual.
- Projects must have schedules that show completion within three full fiscal years after a TDA Article 3 award. Applicants for projects with longer or higher-risk schedules should consider

applying for funds in phases that are readily achievable within this timeframe. For example, environmental and design could be applied for in an initial application and construction applied for in a second application in a subsequent cycle, so as not to lock up funds that could be used for projects that are more shovel ready. Project readiness will be evaluated as part of project selection, and costs/schedule must be shown by phase (environmental, design, right-of-way, and construction) in the event SBCTA recommends funding for only earlier phases.

Eligible Expenditures:

1. Preliminary engineering leading to construction of pedestrian or bicycle facilities.
2. Right-of-way acquisition necessary for pedestrian or bicycle facilities.
3. Construction or reconstruction of Class I, II and III bicycle facilities and/or cycle tracks and sidewalks.
4. Retrofitting existing bike and pedestrian facilities, including installation of signage to comply with Americans with Disabilities Act (ADA).
5. Purchase and installation of bicycle facilities such as securing bicycle parking, lockers, and racks, benches, drinking fountains, changing rooms, restrooms and showers adjacent to at major employment centers, park-and-ride lots and transit terminals.
6. Purchase and installation of High Intensity Activated Crosswalk (HAWK) beacons and touchless crosswalk activation equipment.
7. Maintenance of existing Class I facilities (no more than 10% of the available funds for the Bicycle and Pedestrian Facilities Call for Projects can be allocated to maintenance of existing facilities).
8. Route improvements such as signal controls for cyclists, bicycle loop detectors, rubberized trail crossings, and bicycle-friendly drainage grates.
9. All eligibility requirements under Active Transportation Program (ATP), including eligible project categories, minimum request for funds, project type requirements, safe routes to school project requirements, and recreational trails requirements except for the planning project requirements.
10. Necessary staff time directly related to in-house completion of design, right-of-way acquisition, or construction including inspection and/or construction management.
11. Installation of solar lighting for safety purposes. (This was approved by the SBCTA Board on 6/2/21.)

Ineligible Expenditures:

1. Travel costs and per diems.
2. Staff administration and/or contract project management expenses.
3. The construction of sidewalks fronting undeveloped land on a project may not exceed 15% of the total project length.
4. Match paving for sidewalk projects is not an eligible project cost. Roadway improvements performed in conjunction with bicycle or pedestrian facility improvements are not an eligible expense.
5. Curbs, gutters, and driveway ramp paving. These are not for the benefit of pedestrians and can even be considered degradations to the pedestrian environment. These project are explicitly prohibited by the TDA Claims Manual (p. 28; exclusion approved by the SBCTA Board on 6/2/21).

Detailed project cost estimates must be provided that clearly demonstrates the portion of a comprehensive project that is directly attributable to bicycle or pedestrian facilities. If the funds requested for bicycle or pedestrian facilities cannot be clearly determined from project cost estimates or funding is not deemed appropriate for bicycle or pedestrian facilities the evaluation panel reserves the right to eliminate the submittal from consideration or adjust the cost according to what it deems appropriate for the bicycle or pedestrian facility. Railroad grade crossing pedestrian projects are no longer considered eligible expenses under this program.

Application Information:

Jurisdictions shall submit one application per project using the TDA Article 3 portal found at <https://gosbcta.com/tda3>. Through the online form, applicants will be required to include the following:

- Application prioritization if submitting more than one application. Funding awards will not necessarily be based on prioritizations but rather based on the scores developed from the scoring criteria.
- Clear project description discussing the nature and type of project being proposed for funding. The description shall include important design considerations and identify the location of the project and the transportation purpose to be served.
- Data to support the potential use of the bicycle or sidewalk facility.
- Description of the connectivity of the project to the local and regional active transportation network.
- Outline the destinations served by this project. Destinations can be in a list form with potential numbers of bicycle and/or pedestrian users described.
- Discussion of safety or other concerns that the project is expected to address. Note: <https://tims.berkeley.edu/> is a good resource for safety data.
- Explanation of the multimodal or transit system connectivity provided by the project.
- Acknowledgement of previous TDA award delivery schedule and steps that will be taken to ensure the project is delivered on time.

- Map depicting the project location and limits along with principle streets, transit routes, nearby city and county boundaries, and prominent landmarks. Note: <https://www.gosbcta.com/activesanbernardino> has a “Build Your Own Map” feature that can be used to help create this.
- Photos of the project area clearly showing where/what is in need of improvement.
- Other supporting documentation if available/applicable.
- Project cost estimate that addresses various components of project cost. If a bicycle or pedestrian facility proposed project is part of another larger project (i.e. street widening), the bicycle/pedestrian facility components must be clearly delineated from non-eligible roadway or other expenses.
- *Subject to SBCTA Board approval on 5/3/23:* Proof of project readiness. Examples include environmental clearance, right-of-way acquisition, community support documentation, and/or technical studies.

Project applications will be reviewed by an evaluation panel. The evaluation panel, using the criteria contained in this call-for-projects, will score the proposed project applications. The evaluation panel is anticipated to be comprised of at least two SBCTA staff and potentially a member from a bicycle/pedestrian stakeholder group such as the Inland Empire Biking Alliance, an adjacent county transportation commission, and Caltrans. Based on the evaluation panel proposed project scores, the evaluation panel will make its recommendation to SBCTA General Policy Committee who will forward its recommendation to the full SBCTA Board of Directors.

Award Requirements:

Subject to SBCTA Board approval on 5/3/23: In order to ensure TDA Article 3 funding is kept moving, award funds will be rescinded if no progress has been made within **ONE** year of award notification or if, where appropriate, a construction contract has not yet been awarded within **THREE** years of award notification. Applicants are welcome to reapply for future funding. Additionally, award recipients but submit the following:

1. An Authorizing Resolution must be submitted within **SIX** months of the project award notification, or prior to requesting reimbursement of funds, whichever comes first. This is a one-time submission. A sample can be found on the TDA Article 3 website at www.gosbcta.com/tda3 in the Claims section. Approved by the SBCTA Board on 6/2/21 and applied to all awards beginning in 2021.
2. *Subject to SBCTA Board approval on 5/3/23:* Completion of an **ANNUAL** Proof of Progress Report (Annual Report) must be submitted on the **FIRST** anniversary of award notification AND by June 30 for all subsequent years thereafter. **All pre-2023 active awards must also submit an Annual Report.** The Annual Report must include:
 - a) a description of the work completed during the year,
 - b) an estimate of the total project percent completed, and
 - c) an estimate of the amount spent to-date.
3. Extension requests must be submitted through the TDA Article 3 portal found at <https://www.gosbcta.com/tda3> at least **THREE** months before the project sunset date. The request must include appropriate justification for an extension and provide a revised project schedule with an expected completion date. (This was approved by the SBCTA Board on 6/2/21.)

Project Completion and Payment(s):

Sponsor agencies receiving an allocation of \$200,000 or less shall be reimbursed in arrears and upon proof of satisfactory project completion. Agencies receiving an allocation of \$200,000 or more may request progressive reimbursements at a minimum of 20% of the total award per invoice provided local match percentage is met and satisfactory completion of “Section II” of the Request for Reimbursement which requires project status information. If the amount expended is not consistent with project progress, then the awardee will be required to provide a schedule that identifies how they intend to complete the project as scoped within project budget and deadline. However, 20% of the awarded funds shall be held by SBCTA until proof of satisfactory project completion.

Each recipient shall prepare a project completion report, including pictures of completed project(s) when requesting reimbursement. Recipient must retain all records necessary for the fiscal and compliance audit that will be conducted at the end of each fiscal year. Projects selected under this process must be completed within the three full fiscal year period. Any funds allocated and not disbursed by the end of the three full fiscal year period shall be unallocated and returned to the Article 3 Bicycle and Pedestrian Facilities fund.

Project Evaluation Criteria:

Evaluation Criteria	Possible Score
Overall Quality of Application – Overall quality of the application submitted for a project considering clarity of project description, project purpose and need and satisfactorily addressing evaluation criteria.	15
Project Purpose and Need – Describe the purpose and need of the project including the extent of the potential use of the facility. Provide socioeconomic data, historic or current bicycle or pedestrian count volumes, ADT/trip generation information or other data to support the forecasted use and/or need for the project. The relation of the proposed project to the regional and local active transportation network. The level of connectivity the proposed project offers to intermodal opportunities. The extent to which the proposed project will improve safety for the non-motorized public. Consideration will be given to number of accidents in a project area, severity of accidents in an area.	25
Project Readiness – Explain where the project is in the project development process. Greater number of points will be awarded for projects that have progressed further. Where appropriate, provide documentation that the proposed project already has environmental clearance, permits from resource agencies, right-of-way access, and/or community support. Technical studies can also be used to demonstrate project readiness. Projects with high schedule risk, even though worthy, may be deferred for resubmittal in a future TDA Article 3 cycle.	15
Cost Effectiveness – Project cost compared to the benefits the project is expected to yield.	15
Timeliness of Prior Project Completion – Ability to demonstrate project completion in a timely manner.	5
Local Matching Funds – Proposed projects will receive the following points based upon the extent of local match provided: 5 points for 15-24%; 10 points for 25-34%; 15 points for 35-49%; 20 points for 50%-74%, and 25 points for 75% or greater.	25
Total Possible Score	100

Call for Projects Schedule:

Issue Call for Projects	May 4, 2023
Project Proposals Due	July 7, 2023
Recommendation to General Policy Committee	September 13, 2023
Recommendation to Board	October 6, 2023

Submittal Instructions:

Applications must be submitted online through the TDA Article 3 portal at <https://gosbcta.com/tda3>. A form must be completed for each specific project identified for funding with the prioritization defined for each project by jurisdiction/agency. Jurisdictions/agencies may submit multiple applications.

Once the form is submitted online, the appropriate SBCTA department will be notified. A confirmation email will be sent to each applicant to confirm that an application has been submitted. For questions regarding the submittal process or application, please email the SBCTA team at tda3@gosbcta.com.

Applications must be submitted **by 5:00 pm** on the proposal due date specified above.

Attachment 4

TRANSPORTATION DEVELOPMENT ACT ARTICLE 3 BIENNIAL CALL FOR PROJECTS FOR TRANSIT STOP ACCESS IMPROVEMENTS



Issue Call for Projects: May 4, 2023
Submittal Deadline: July 7, 2023

Background:

In August 1999 the SBCTA Board approved a policy that 20% of the Transportation Development Act (TDA) Article 3 funds would be made available for projects that improve access to transit stops for pedestrians and persons with disabilities. The remaining 80% of TDA Article 3 funds will be made available through a separate Call for Projects specifically for bicycle and pedestrian facilities.

This program has been developed in recognition of the importance of providing safe and accessible paths of travel to existing and proposed bus stop locations. In some instances, the provision of accessible pathways to bus stops may reduce the demand for complementary paratransit service provided by the Americans with Disabilities Act (ADA). The total amount available in this Transit Stop Access Improvements call for projects is estimated to be \$1,440,000 and comprised of funds from unused allocation of prior TDA awards and two fiscal years of revenue.

Applicants may be cities, the county or transit operators/claimants. No single jurisdiction shall receive more than 10% of the funds available under this call for projects unless there are an insufficient number of project applications to fully utilize the amount available. Joint power agency transit operators who are the lead agency for implementing the proposed projects may receive awards above the 10% limit. Local jurisdictions wishing to submit applications for projects must send a letter of notification to the appropriate local transit provider making them aware of their intent to improve transit stop facilities within their jurisdiction.

Upon approval of a project list by the SBCTA Board, Article 3 funds will be allocated to the project sponsor agency. Allocated funds will remain available for three fiscal years after the year of Board approval. Unspent allocated funds may revert back to the subsequent Call for Projects after the three-year term has expired.

Extension requests must be submitted through the TDA Article 3 portal found at <https://gosbcta.com/tda3> at least THREE months before the project sunset date, include appropriate justification for an extension, and provide a revised project schedule with an expected completion date.

Eligible Expenditures:

1. Web-based mapping, photography or other visual imagery to provide information on stop accessibility to users of a transit system.
2. Retrofitting sidewalks with accessibility ramps to improve access to existing bus stops.
3. Construction of bus stop pads, including pads for bus shelters, and installation of bus shelters, benches, trash receptacles and solar lighting at existing bus stop locations.

4. Construction of bus stop pads, including pads for bus shelters, and installation of bus shelters, benches, trash receptacles and solar lighting at new bus stop locations.
5. Construction of new sidewalks to serve existing bus stop locations.
6. Construction of new sidewalks to serve new bus stop locations.
7. Purchase of bus shelters, benches, trash receptacles and solar lighting at new/existing bus stop locations.

Eligible project costs include expenses associated with: right of way acquisition or easement; preliminary engineering and design; plans, specifications and estimates; and construction. All projects must comply with the applicable Americans with Disabilities Act Accessibility Guidelines (ADAAG), Health and Safety Code, Sections 18901 to 18949.6 of the State Building Standards Law as issued by the California Building Standards Commission, and comply with local building and construction codes and requirements.

Additional Information:

If multiple improvement projects are included in an application, the application should include a prioritized listing of access improvement projects. All applications are to be submitted based on the submittal instructions. The application must include the following:

- Projects shall be classified as one of the six types of projects identified under the eligibility section above.
- Project description should identify whether the existing right of way or a new easement is required for the proposed project.
- Documentation that the proposed project addresses a problem area identified by current users of the transit service or through a survey of bus stop accessibility.
- The number of bus routes and daily buses serving the stop.
- Current or forecast daily boardings and alightings.
- Key activity generators or attractors served at the proposed project location including project location in relations to the SBCTA's San Bernardino County Active Transportation Plan (<https://www.gosbcta.com/activesanbernardino>).
- Description of specific location of proposed project.
- Pictures of the improvement site(s) and/or location(s).
- Schedule for project completion by project.
- Project cost estimate.
- Acknowledgement of previous TDA awards and status of those projects.

Project applications will be reviewed by an evaluation panel. The evaluation panel, using the criteria contained in this call-for-projects, will score the proposed projects.

The evaluation panel is anticipated to be comprised of at least two SBCTA staff and potentially a member from the Public and Specialized Transportation Advisory and Coordination Council (PASTACC), and an adjacent county transportation commission. Based on the evaluation panel proposed project scores, the evaluation panel will make its recommendation to SBCTA Transit Committee who will forward its recommendation to the full SBCTA Board of Directors.

Project Evaluation Criteria:

Evaluation Criteria	Possible Score
Overall Quality of Application – Overall quality of the application submitted for a project considering clarity of project and satisfactorily addressing evaluation criteria.	15
Project Need and Purpose - Project addresses identified access issues at new or existing bus stops or fills a gap in accessibility to transit system users. Describe how stop and increased accessibility serves local activity generators/destinations, provides increased connectivity to the multi-modal transportation system, and potential safety/ADA benefits.	30
Cost Effectiveness –Consideration of project cost compared to daily boardings and alightings and/or complementary paratransit cost avoidance achieved by making the bus stop location accessible to individuals with disabilities.	20
Timeliness of Prior Project Completion – Consideration of likelihood to deliver within a timely manner	15
Matching funds – Proposed projects will receive the following points based upon the extent of match provided: 5 points for 10-19%; 10 points for 20-29%; 15 points for 30-49%; and 20 points for 50% or greater	20

¹ Matching funds from applicant may consist of Federal Transit Administration funds, Community Development Block Grant funds or other local funds, including LTF Article 8a.

Call for Projects Schedule:

Issue Call for Projects	May 4, 2023
Project Proposals Due	July 7, 2023
Recommendation to Transit Committee	September 13, 2023
Recommendation to Board	October 3, 2023

Submittal Instructions:

Applications must be submitted online through the TDA Article 3 portal at <https://gosbcta.com/tda3>. A form must be completed for each specific project identified for funding with the prioritization defined for each project by jurisdiction/agency. Jurisdictions/agencies may submit multiple applications.

Once the form is submitted online, the appropriate SBCTA department will be notified. A confirmation email will be sent to each applicant to confirm that an application has been submitted. For questions regarding the submittal process or application, please email the SBCTA team at tda3@gosbcta.com.

Applications must be submitted **by 5:00 pm** on the proposal due date specified above.

Project Completion and Payment:

Article 3 funds are not automatically distributed to agencies. Recipients of funding approved by the SBCTA Board shall be reimbursed for expenses incurred up to the amount approved based on claims submittals to SBCTA. Each recipient shall prepare and submit a project completion report, including pictures of the completed project(s) to accompany the request for reimbursement. Recipient must retain all records necessary for the compliance and fiscal audit that will be conducted at the end of each fiscal year. SBCTA will provide funding recipients with the Transportation Development Act Local Transportation Funds Article 3 – Pedestrian, Bicycle Facilities and Access to Transit Claim Form Instructions and appropriate forms for submittal to request reimbursement. Agencies awarded funds will not be reimbursed for any project cost overruns. If an agency is providing a local match on a project and the project is completed under budget, the agency will be reimbursed at the matching ratio in effect at the time of project selection and approval. Example: If an agency commits to a 25% match for a \$10,000 project, the amount of Article 3 awarded would be \$7,500. If the completed project cost was \$8,000, the amount of Article 3 funds disbursed to the agency would be \$6,000. Progress payments will be available for all projects regardless of the award amount, but will be subject to SBCTA review of project development and local project cost shares.

Minute Action

AGENDA ITEM: 16

Date: May 3, 2023

Subject:

Contract Change Orders to on-going Contracts with Stadler US, Flatiron West, Inc., and Granite Construction Company

Recommendation:

Receive and file Change Order Report.

Background:

San Bernardino County Transportation Authority has two (2) ongoing construction contracts and two (2) vehicle procurement contracts related to the Transit and Rail Program. The following Construction Change Orders (CCO) were approved since the last reporting to the Transit Committee:

A. Contract No. 16-1001531 with Stadler US for Redlands Passenger Rail Project (RPRP) Diesel Multiple Units (DMU) procurement has had no CCOs executed since the last report.

B. Contract No. 17-1001705 with Flatiron West, Inc. (Flatiron) for the RPRP Mainline Construction has had no CCOs executed since the last report:

C. Contract No. 19-1002070 with Granite Construction Company (Granite) for the Redlands Passenger Rail Project Arrow Maintenance Facility has had no CCOs executed since the last report.

D. Contract No. 20-1002310 with Stadler US for Zero Emission Multiple Unit (ZEMU) Rail Vehicle Procurement has had no CCOs executed since the last report.

Financial Impact:

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

Reviewed By:

This item was received by the Transit Committee on April 13, 2023.

Responsible Staff:

Victor Lopez, Director of Transit & Rail Programs

Approved
Board of Directors
Date: May 3, 2023

Witnessed By:

Entity: San Bernardino County Transportation Authority

Rail and Transit Construction Contracts

RPRP- Vehicle Procurement From Stadler US (16-1001531)		
Executed Change Orders		
Number	Description	Amount
	CCO TOTAL	\$1,015,211.83
	APPROVED CONTINGENCY	\$2,070,508.00
	REMAINING CONTINGENCY	\$1,055,296.17

RPRP- Mainline Construction Flatiron West, Inc (17-1001705)		
Executed Change Orders		
Number	Description	Amount
	CCO TOTAL	\$22,247,695.20
	APPROVED CONTINGENCY	\$23,134,814.59
	REMAINING CONTINGENCY	\$887,119.39

RPRP- Arrow Maintenance Facility (AMF) Granite Construction Company (19-1002070)		
Executed Change Orders		
Number	Description	Amount
	CCO TOTAL	\$6,131,139.71
	APPROVED CONTINGENCY	\$6,638,400.00
	REMAINING CONTINGENCY	\$507,260.29

ZEMU- Vehicle Procurement From Stadler US (20-1002310)		
Executed Change Orders		
Number	Description	Amount
	CCO TOTAL	\$27,911.00
	APPROVED CONTINGENCY	\$500,000.00
	REMAINING CONTINGENCY	\$472,089.00

Minute Action

AGENDA ITEM: 17

Date: May 3, 2023

Subject:

California Department of Transportation Climate Adaptation Planning Grant Application to Fund Emergency Evacuation Network Resilience (EENR) Study

Recommendation:

Receive a report on the California Department of Transportation Climate Adaptation Planning Grant and application.

Background:

San Bernardino County Transportation Authority / San Bernardino Council of Governments (SBCTA/SBCOG) has applied for a California Department of Transportation (Caltrans) Climate Adaptation Planning Grant. This grant program is part of Caltrans' Sustainable Transportation Planning Grants for Fiscal Year (FY) 2023/2024.

Project: Caltrans is providing \$50 million statewide for their Climate Adaptation Planning Grant program that supports local and regional identification of transportation-related climate vulnerabilities through project-level adaptation planning to improve transportation infrastructure. On March 8, 2023, SBCTA/SBCOG, in partnership with Western Riverside Council of Governments (WRCOG) submitted an application for \$1.5 million to the Climate Adaptation Planning Grant program to fund an Emergency Evacuation Network Resilience (EENR) Study. The EENR will assist individual agencies to identify areas where their transportation network require redundancy improvements to boost resilience and recommend specific infrastructure to help areas adapt to climate change in the future while prioritizing disadvantaged communities. The EENR would conduct local-level evacuation compliance assessments and a high-level evacuation route capacity, safety, and viability analysis for up to 40 member agencies within SBCTA and WRCOG's jurisdictions, allowing member agencies to comply with Senate Bill (SB) 99 (2019) and Assembly Bill (AB) 747 (2019).

SB 99 requires jurisdictions to identify existing and new residential developments that do not have at least two (2) emergency evacuation routes. The update of safety elements is triggered when a jurisdiction has to update their housing element, which by state law, had to be completed by October 2022.

AB 747 requires jurisdictions to identify evacuation routes and their capacity, safety, and viability under various emergency scenarios in the jurisdiction's safety element. The bill states that this must occur with the next update to a jurisdiction's Local Hazard Mitigation Plan (LHMP), or safety element if the jurisdiction does not have a LHMP, beginning January 1, 2022.

The EENR also builds upon the recently-completed Resilient Inland Empire (IE) county-level vulnerability assessments and adaptation strategies, funded by the 2017 SB 1 Caltrans Climate Adaptation Planning Grant Program. Resilient IE, led by WRCOG, was developed in collaboration with SBCTA to support regional and local efforts to prepare for and mitigate risks associated with climate adaptation on the region's transportation infrastructure. Resilient IE

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

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resulted in subregional vulnerability assessments, adaptation strategies, city-level climate-related transportation hazards and evacuation maps, and a regionally-tailored climate resilient transportation infrastructure guidebook.

The EENR will take the previously created hazard and evacuation maps from Resilient IE and provide analyses of local-level evacuation systems and focus on estimating the time needed to evacuate. The results are intended to provide local-level strategies, priority projects, concept designs, and estimates to help inform jurisdictions, especially related to network redundancy and connectivity, in addition to meeting the requirements associated with SB 99 and AB 747.

Implementers: SBCTA/SBCOG will be the lead agency. Staff will issue a Request for Proposals, if awarded, to enter into a contract with a consultant to complete the project work. The consultant will ensure coordination between SBCTA/SBCOG, WRCOG, jurisdictions in San Bernardino and Western Riverside Counties, and other pertinent agencies.

Beneficiaries and Impact: Beneficiaries of this grant will include jurisdictions, emergency responders, and the public. Jurisdictions will be provided with assessments and analysis that will help them to comply with SB 99 and AB 747 as well as recommendations for improved evacuation access and redundancy on local transportation routes. Emergency responders will be provided with evacuation route assessments during natural disasters. This will allow jurisdictions to plan adequately for their residents, particularly for disadvantaged communities.

Cost: SBCTA/SBCOG, in partnership with WRCOG, are seeking a maximum award amount of \$1.5 million for the duration of the grant. Project work must be completed by summer of 2026. An 11.47% local match is required and will be split between SBCTA/SBCOG and WRCOG. SBCTA/SBCOG will contribute its local match share through cash and in-kind contributions (staff time) from the Local Transportation Fund.

Financial Impact:

This item has no financial impact on the Fiscal Year 2023/2024 Budget. Grant contributions have been budgeted for FY 2023/2024.

Reviewed By:

This item was received by the General Policy Committee on April 12, 2023. This item has been reviewed by the City/County Manager's Technical Advisory Committee on March 2, 2023.

Responsible Staff:

Mairany Anaya, Management Analyst II

Approved
Board of Directors
Date: May 3, 2023

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Caltrans Climate Adaptation Planning Grant

Mairany Anaya
Management Analyst



cta

San Bernardino County
Transportation Authority

cog

San Bernardino
Council of Governments

About the grant

Caltrans Climate Adaptation Planning Grants:

- \$1.5M Grant Request
 - Funds identification of transportation-related climate vulnerabilities – Emergency Evacuation Network Resilience Study (EENR)
 - Fire and flood closures
 - Assists local jurisdictions with SB 99 and AB 747 compliance

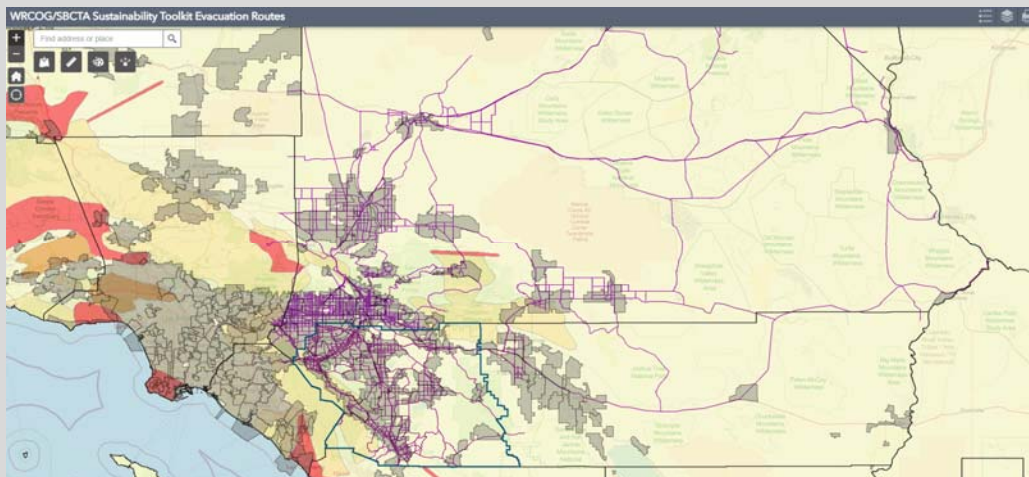


Project proposal

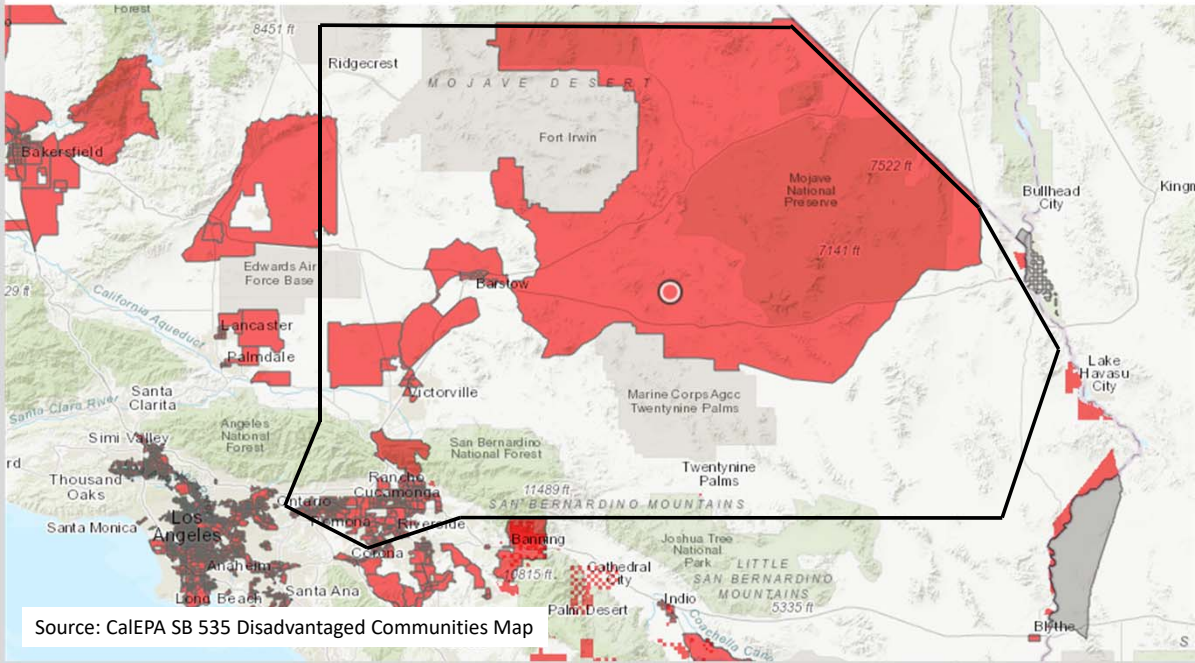
- Network resiliency assessment for up to 40 jurisdictions in San Bernardino and Western Riverside Counties
 - Identify where redundancies exist
 - Conduct emergency response time assessment
 - Outreach to emergency services
 - Prioritizes disadvantaged communities



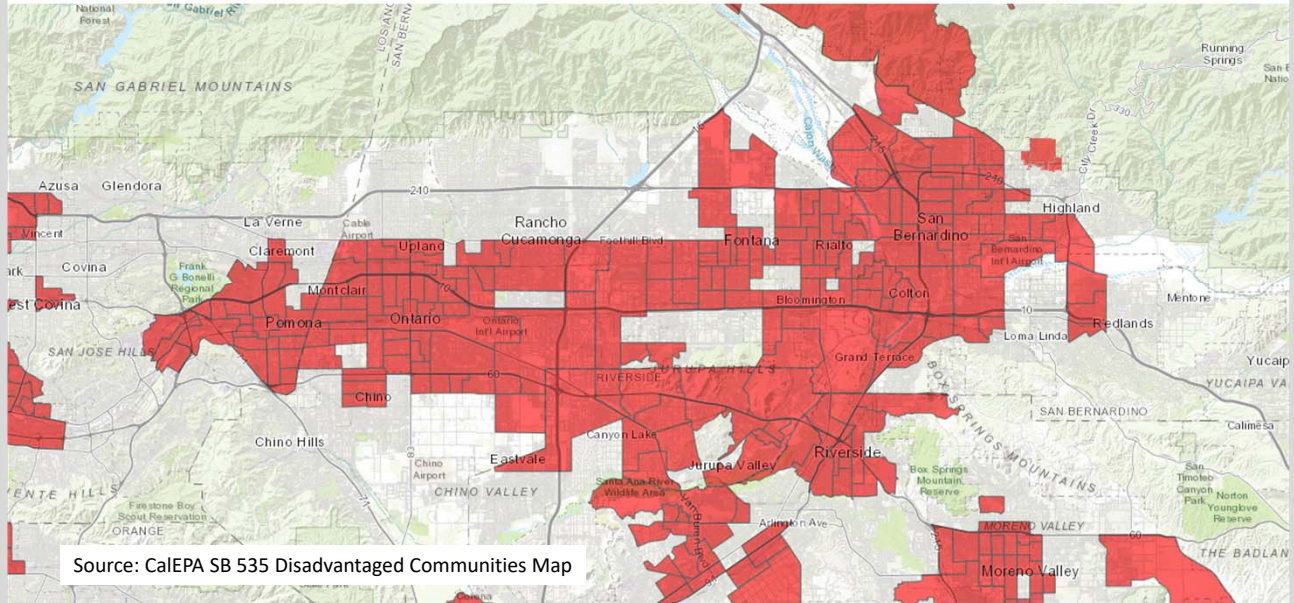
- Building off of Resilient IE
 - San Bernardino and Western Riverside
 - Identified evacuation routes on a broad scale

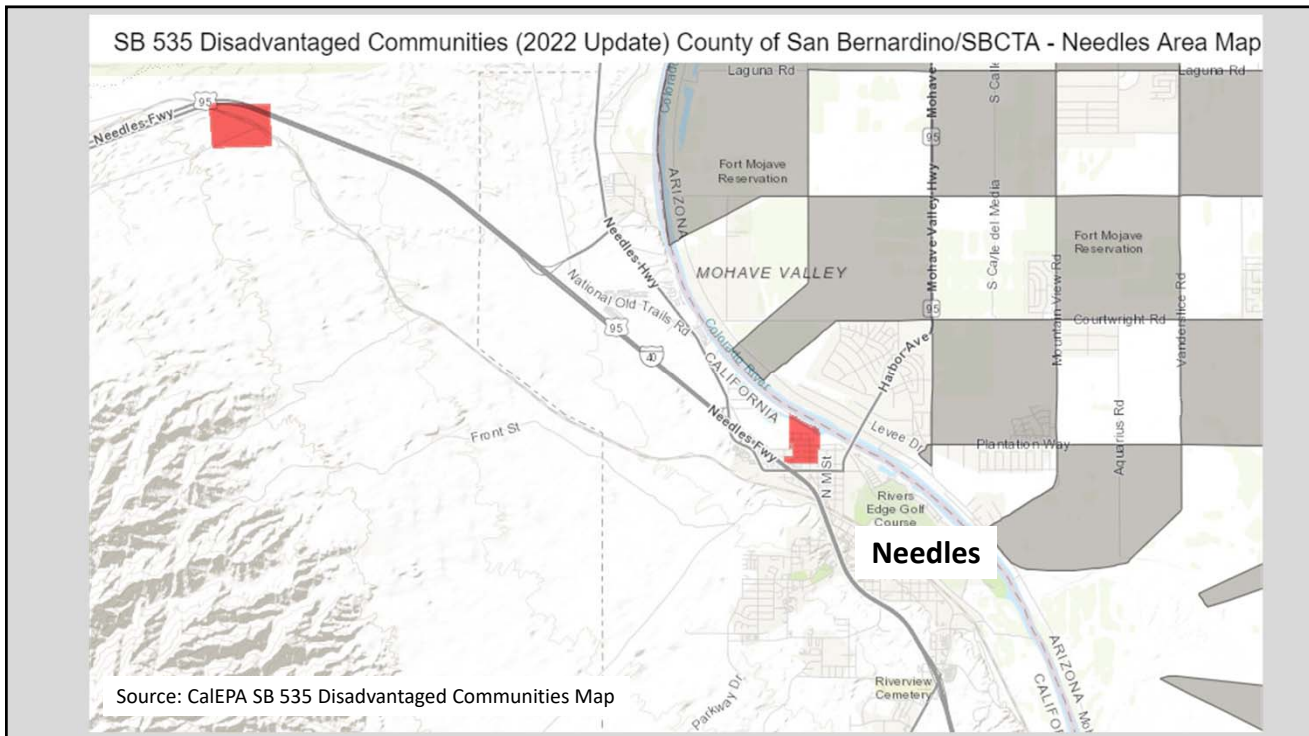


SB 535 Disadvantaged Communities (2022 Update) County of San Bernardino/SBCTA



SB 535 Disadvantaged Communities (2022 Update) County of San Bernardino/SBCTA - Southwestern Area Map





Schedule for Completion

- Application submittal 3/9
- Award summer of 2023
- Procurement process for vendor contract
- Establish working groups for outreach
- Do the work
- Funds expended by 2026



Minute Action

AGENDA ITEM: 18

Date: May 3, 2023

Subject:

Allocation of Transportation Development Act Funds for Fiscal Year 2023/2024

Recommendation:

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

Adopt Resolution No. 23-043 authorizing the allocation of Local Transportation Funds and State Transit Assistance Funds for Fiscal Year 2023/2024 and the transmittal of allocation instructions to the San Bernardino County Auditor/Controller.

Background:

Section 99214 of the California Public Utilities Code designates San Bernardino County Transportation Authority (SBCTA) as the agency responsible for administering Transportation Development Act (TDA) funds. This responsibility includes the approval of the Local Transportation Fund (LTF) and State Transit Assistance (STA) apportionments, issuance of LTF and STA allocation instructions to the County of San Bernardino (County) Auditor-Controller/Treasurer/Tax Collector, and authorization of LTF and STA payments in accordance with the claim amounts filed by the claimants.

Title 21, Sections 6659 and 6753 of the California Code of Regulations, requires that the governing body adopt a resolution authorizing the issuance of LTF and STA allocation instructions. Resolution No. 23-043 fulfills this requirement. The issuance of LTF and STA allocation instructions will allocate funding for TDA administration, transportation planning and programming functions, and operating and capital assistance for the SBCTA Transit Program and other eligible TDA claimants, consistent with apportionments and allocations adopted by the SBCTA Board of Directors (Board).

Throughout the year, staff receives claims from eligible TDA claimants and verifies the claim amounts against various documents. Some of the documents used as the basis for approving the statutory claims of TDA funding include the most recently approved transit operator Short Range Transit Plans, the SBCTA 10-Year Delivery Plan and the SBCTA Fiscal Year (FY) Budget.

Following approval of a transit claim, staff issues allocation instructions to the County Auditor-Controller/Treasurer/Tax Collector authorizing the use of the funds by the claimant for specific purposes. Then, throughout the year, staff requests disbursements of funds from the County in accordance with disbursement requests submitted by the claimants.

In March 2023, the Board approved the FY 2023/2024 LTF and STA apportionments. The apportionments have been incorporated into the Proposed FY 2023/2024 SBCTA Budget. Allocations to individual transit operators will be presented to the Board for approval in June 2023.

Financial Impact:

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

Entity: San Bernardino County Transportation Authority

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Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on April 12, 2023. SBCTA General Counsel has reviewed this item and the draft Resolution.

Responsible Staff:

Brianna Martinez, Management Analyst III

Approved
Board of Directors
Date: May 3, 2023
Witnessed By:

RESOLUTION NO. 23-043

RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY AUTHORIZING THE ALLOCATION OF LOCAL TRANSPORTATION FUNDS AND STATE TRANSIT ASSISTANCE FUNDS FOR FISCAL YEAR 2023/2024

WHEREAS, the San Bernardino County Transportation Authority (SBCTA) is the designated transportation planning agency for the administration of the Transportation Development Act funds within San Bernardino County; and

WHEREAS, the Southern California Association of Governments Executive Committee has adopted a Regional Transportation Plan directed toward the achievement of a coordinated and balanced transportation system; and

WHEREAS, the SBCTA Board of Directors (Board) adopts Short Range Transit Plans for each of the San Bernardino County transit operators; and

WHEREAS, the Board has adopted the SBCTA 10-Year Delivery Plan and annual SBCTA budgets documenting anticipated expenditures for SBCTA's transit programs; and

WHEREAS, claims may be submitted under the Transportation Development Act for allocations from the Local Transportation Fund and State Transit Assistance Fund consistent with the adopted plans, apportionments, and allocations; and

WHEREAS, the Short Range Transit Plans, the SBCTA 10-Year Delivery Plan, and the annual SBCTA budgets include planned expenditures of transportation funds, including Local Transportation Funds and State Transit Assistance Funds; and

WHEREAS, the award of Transportation Development Act Article 3 funds for bicycle and pedestrian facilities and transit stop access improvement projects, pursuant to Public Utilities Code Section 99233.3, is typically approved in a separate Board action following a biennial call for projects and project evaluation process; and

WHEREAS, SBCTA has incorporated the amount to be allocated to each of the transit operators and SBCTA into its Fiscal Year 2023/2024 Budget.

NOW THEREFORE BE IT RESOLVED, by the San Bernardino County Transportation Authority:

Section 1. That the allocation of Local Transportation Funds and State Transit Assistance Funds for Fiscal Year 2023/2024 is hereby approved subject to those claims conforming to adopted apportionments and all other requirements of the Transportation Development Act, including but not limited to the following determinations:

1. The claimant's proposed expenditures are in conformity with the Regional Transportation Plan, the claimant's Short Range Transit Plan, SBCTA's 10-Year Delivery Plan, and SBCTA's annual budget, as applicable, and as amended through subsequent Board action.

2. The level of passenger fares and charges is sufficient to enable the operator or transit service claimant to meet the applicable fare revenue to operating expense (operating ratio) requirements as required by the Transportation Development Act.
3. The claimant is making full use of federal funds available pursuant to the Infrastructure Investment and Jobs Act (IIJA).
4. The sum of the claimant's allocations from the State Transit Assistance Fund and Local Transportation Fund does not exceed the amount the claimant is eligible to receive during the fiscal year.
5. Priority consideration has been given to claims to offset reductions in federal operating assistance and the unanticipated increase in the cost of fuel, to enhance existing public transportation services, and to meet high priority regional, countywide, or area-wide public transportation needs.
6. The claimant has made reasonable efforts to implement the productivity improvements recommended pursuant to Public Utilities Code Section 99244, including the specific reference to the improvements recommended and the efforts made by the claimant to implement them.
7. The claimant submits a certification issued by the Department of California Highway Patrol within the last 13 months verifying that the claimant is in compliance with Section 1808.1 of the Vehicle Code (Drivers Pull Notice Program), as required by Public Utilities Code Section 99251.
8. The claimant is in compliance with the qualifying criteria pursuant to Public Utilities Code Section 99314.6 (use of State Transit Assistance Fund for operating purposes).
9. The transportation services contracted for under Public Utilities Code Section 99400(c) are responding to a transportation need not otherwise being met within the community or jurisdiction of the claimant and that, where appropriate, the services are coordinated with the existing transportation service.

Section 2. That such approval does not include allocations for local streets and roads unless the provisions of Sections 99401.5 and 99401.6 of the Public Utilities Code have been met; and

Section 3. That the Executive Director or his designee is authorized to transmit allocation instructions to the San Bernardino County Auditor/Controller, having first determined that the required allocation meets all requirements of this Resolution and the Transportation Development Act.

Section 4. The foregoing recitals are true and correct.

Section 5. This resolution is effective upon its approval.

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

PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Authority held on May 3, 2023.

Art Bishop, President
San Bernardino County Transportation Authority

ATTEST:

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

Minute Action

AGENDA ITEM: 19

Date: May 3, 2023

Subject:

SBCTA Website Support Services Request for Proposals

Recommendation:

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

Approve release of Request for Proposals No. 23-1002966 for web support services for the SBCTA website.

Background:

The San Bernardino County Transportation Authority (SBCTA) utilizes a website that is designed to provide the public with up-to-date information about the agency as well as a variety of administrative elements of the organization. The site has become the primary portal for the public to stay connected with the SBCTA Board of Directors meetings, procurement opportunities, project detail and public outreach materials, planning documents, financial reports, and calendar details. A user-friendly website that is an efficient and effective tool for communication with the public is critical to the agency. As such, the Legislative & Public Affairs Department has budgeted \$100,000 to identify well qualified vendors to support the agency for website support services. The successful vendor would receive an agreement for three years (plus options for two one-year extensions) to work in conjunction with the Legislative & Public Affairs Department to provide the best possible website experience for the public.

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 April 12, 2023. SBCTA's General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft RFP.

Responsible Staff:

Otis Greer, Director of Legislative and Public Affairs

Approved
Board of Directors
Date: May 3, 2023

Witnessed By:

Entity: San Bernardino County Transportation Authority

SCOPE OF WORK

SBCTA WEBSITE SUPPORT SERVICES

System review, maintenance and update support

Overview

The San Bernardino County Transportation Authority (SBCTA) has a website designed to provide the public with information about the agency, its programs and projects, and a variety of administrative elements of the organization. The site has become the primary public portal to SBCTA Board of Directors information, procurement opportunities, project detail and public outreach materials, planning documents, financial reports, calendar detail, and much more. For SBCTA, it is critical that content be updated timely and in compliance with the expectations of both the Board of Directors and the general public. The agency is seeking a vendor that will help maintain, analyze, adjust and update the website.

Responsibilities

- Review, maintain, and update existing infrastructure of SBCTA web pages for accuracy, currency, and functionality
- Work with the SBCTA Office of Legislative and Public Affairs for modifications when needed to ensure the site maintains a professional, attractive, and contemporary look and works with the changing needs that arise.
- Work with key SBCTA personnel for expeditious uploading of content that includes, but is not limited to:
 - Board Agendas
 - Procurement Opportunities
 - Project Updates
 - GIS Data
 - Planning Documents
 - Calendar Content
 - News and Events
 - Job Announcements
- Work with SBCTA to make sure website accommodates individuals with disabilities in accordance with the Americans with Disabilities Act (ADA)
 - The Web Content Accessibility Guidelines (WCAG) Standards recommended by Department of Justice (DOJ) apply to Title II and Title III entities. It is recommended that SBCTA's web development team and SBCTA Public Affairs staff should be receive training on making website, webpages, and documents accessible to people with disabilities in compliance with recommended standards.
 - Utilize the WAVE tool and remove the identified barriers and include that in the web development task order to improve accessibility of SBCTA's web content. It is recommended to use guidelines developed by the Web Accessibility Initiative (WAI) of the World Wide Web Consortium (W3C)
 - Conduct user checks of their website in addition to using guidelines developed by the WAI of the World Wide Web Consortium (W3C).

- Monitor traffic and Search Engine rankings, broken links, clean database
- Maintain documentation of the SBCTA website
- Have capability to host website
- The SBCTA Office of Legislative and Public Affairs (and other delegated units) will be in charge of content management and will own all content
- Perform other related duties and responsibilities as required

Qualifications

The webmaster must possess excellent technical, verbal and written communication skills, be able to work independently, and have the ability to work with multiple SBCTA representatives. The successful Proposer will possess significant working knowledge of the hosting platform.

Minute Action

AGENDA ITEM: 20

Date: May 3, 2023

Subject:

State Legislative Update

Recommendation:

Receive and file the April 2023 State Legislative Update.

Background:

San Bernardino County Transportation Authority (SBCTA) Legislative Affairs staff, along with representatives from state advocates, California Advisors, LLC, updated the Legislative Policy Committee on April 12, 2023, on state legislative deadlines and Fiscal Year 2023-2024 budget negotiations.

The first wave of policy hearings took place in the second half of March 2023, but the bulk of the hearings will occur throughout April 2023. Legislators return to Sacramento from Spring Recess on April 10, 2023, to a full agenda. All fiscal bills will need to be out of their respective policy committees by April 28, 2023, where they will then move to the Appropriations Committee.

Sub-committees continue to work through the Governor's budget proposal. We have seen both houses meet to discuss their initial transportation related priorities.

On March 10, 2023, the California State Transportation Agency (CalSTA) and the California Department of Transportation (Caltrans) released the state's draft California State Rail Plan, a strategic plan for delivering a coordinated, statewide travel system. Additionally, Caltrans will hold a virtual public workshop on April 19, 2023, to discuss the draft plan and provide the public and stakeholders with an opportunity to provide feedback.

In March 2023, both the Senate and Assembly held a joint informational hearing on Short-Term Crisis and Long-Term Transformation: How to Bring Back and Build Transit Ridership in California. The focus of the hearing was on strategies to bring back and build transit ridership in California. The hearing consisted of three panels. The first panel talked about a larger perspective on transit and focused on what the state is currently doing to improve the transit experience and highlighted the steps the state should take to refocus transit financing in a manner that promotes innovation and service, not just farebox recovery. The transit agencies and regional governments were the second panel. They talked about the steps they're taking to improve their surface and increase ridership. Finally, the third panel were stakeholders who discussed the needs of riders and operators and what transit agencies need to do to improve and bring those riders back.

Transportation Committee Chair Assemblywoman Laura Friedman stated that her hope from the hearing was that the state can get a better perspective on what the agencies are currently doing across the state to increase their ridership and to hear what they can do to hold transit agencies accountable to the customers they serve, while also making changes to ensure that transit is a good option for people who rely on it, not just what they have to do. Chad Edison, Chief Deputy Secretary for Rail and Transit at CalSTA, outlined some of the actions that the state and other agencies have been taking in the last few years to solve some of the problems. These include: Encouraging and planning for transit corridors, including on the state highway system, to make

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

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transit faster and more reliable; Encouraging denser housing near transit, through statewide policy and laws; Planning for interconnecting rail networks and integrating and simplifying fare payments, which could bring all sorts of benefits to riders and the system, including faster boarding and reduced wait times, improved reliability and predictability, better tracking of transit vehicles, payments, and trips, enabling fare capping so customers pay no more than a monthly or daily pass, and reduced operating costs, among others.

On March 28, 2023, the Senate Transportation Committee held an informational hearing on the Review of the California High-Speed Rail Authority 2023 Project Update Report. The purpose of the hearing was to review the California High-Speed Rail Authority's (Authority) 2023 Project Update Report (PUR) and assess the state of the project. Hearing panelists included representatives from the Authority, the Legislative Analyst's Office (LAO), the independent High-Speed Rail Peer Review Group (PRG), local transportation partners who may ultimately operate the first high-speed rail segment, and the local communities preparing for future service. The hearing was an opportunity for Legislators and the public to focus on and gain a better understanding of the current project being built in the Central Valley; the costs associated with delivering a usable segment; the existing and potential funding sources; and its value in meeting the state's infrastructure, environmental, and economic goals.

Attachment A contains a list of bills of interest to the SBCTA/San Bernardino Council of Governments (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 April 12, 2023.

Responsible Staff:

Otis Greer, Director of Legislative and Public Affairs

Approved
Board of Directors
Date: May 3, 2023

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Status Report

ATTACHMENT A

Thursday, March 30, 2023

AB 6 Friedman D (Dist. 44) Transportation planning: regional transportation plans: Solutions for Congested Corridors Program: reduction of greenhouse gas emissions.**Location:** ASSEMBLY NAT. RES.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires that each regional transportation plan also include a sustainable communities strategy prepared by each metropolitan planning organization in order to, among other things, achieve certain targets established by the State Air Resources Board for the reduction of greenhouse gas emissions from automobiles and light trucks in the region for 2020 and 2035, respectively. This bill would require the state board, after January 1, 2024, and not later than September 30, 2026, to establish additional targets for 2035 and 2045, respectively, as specified.

Position: Watch**AB 7 Friedman D (Dist. 44) Transportation: project selection processes.****Location:** ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require, on and after January 1, 2025, the project selection process for each transportation project that would be funded, at least partially, from specified funding sources, including the State Highway Account, the Road Maintenance and Rehabilitation Account, and the Trade Corridor Enhancement Account, to incorporate specified principles. The bill would require the Transportation Agency, on or before January 1, 2026, and annually thereafter, to submit a report to the Legislature on how those transportation projects that were completed during the prior year incorporated those principles. This bill contains other existing laws.

Position: Watch**AB 9 Muratsuchi D (Dist. 66) California Global Warming Solutions Act of 2006: emissions limit.****Location:** ASSEMBLY NAT. RES.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Global Warming Solutions Act of 2006 designates the State Air Resources Board as the state agency charged with monitoring and regulating sources of emissions of greenhouse gases. Under the act, the state board is required to approve a statewide greenhouse gas emissions limit equivalent to the statewide greenhouse gas emissions level in 1990 to be achieved by 2020 and to ensure that statewide greenhouse gas emissions are reduced to at least 40% below the 1990 level by no later than December 31, 2030. Under the act, a violation of a rule, regulation, order, emission limitation, emission reduction measure, or other measure adopted by the state board under the act is a crime. This bill instead would require the state board to ensure that statewide greenhouse gas emissions are reduced to at least 55% below the 1990 level by no later than December 31, 2030.

Position: Watch**AB 11 Jackson D (Dist. 60) Milton Marks "Little Hoover" Commission on California State Government Organization and Economy.****Location:** ASSEMBLY APPR. SUSPENSE FILE

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law establishes the Milton Marks "Little Hoover" Commission on California State Government Organization and Economy (the commission) for the purpose of securing assistance for the Governor and itself in promoting

economy, efficiency, and improved service in the transaction of the public business, as specified, and in mal operation of all state departments, agencies, and instrumentalities, and all expenditures of public funds, more directly responsive to the wishes of the people as expressed by their elected representatives through various means. Existing law declares that the availability of housing is of vital statewide importance. Current law declares that the provision of housing affordable to low- and moderate-income households requires the cooperation of all levels of government. Current law declares that housing prices in California have risen dramatically in all parts of the state in the past decade, while the wealth gap, especially the racial wealth gap, continues to be a growing problem in California. This bill would require the commission to study the causes and effects of the rising cost of living in California and develop solutions toward making California a more affordable place to live, as specified. The bill would require the commission to meet quarterly, as specified. The bill would require the commission to complete 2 reports describing the commission's findings and recommendations, as specified. The bill would repeal these provisions as of January 1, 2027.

AB 16 Dixon R (Dist. 72) Motor Vehicle Fuel Tax Law: adjustment suspension.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

The Motor Vehicle Fuel Tax Law, administered by the California Department of Tax and Fee Administration, imposes a tax upon each gallon of motor vehicle fuel removed from a refinery or terminal rack in this state, entered into this state, or sold in this state, at a specified rate per gallon. Existing law requires the department to adjust the tax on July 1 each year by a percentage amount equal to the increase in the California Consumer Price Index, as calculated by the Department of Finance. Article XIX of the California Constitution restricts the expenditure of revenues from the Motor Vehicle Fuel Tax, Diesel Fuel Tax Law, and other taxes imposed by the state on fuels use in motor vehicles upon public streets and highways to street and highway and certain mass transit purposes. This bill would authorize the Governor to suspend an adjustment to the motor vehicle fuel tax, as described above, scheduled on or after July 1, 2024, upon making a determination that increasing the rate would impose an undue burden on low-income and middle-class families. The bill would require the Governor to notify the Legislature of an intent to suspend the rate adjustment on or before January 10 of that year, and would require the Department of Finance to submit to the Legislature a proposal by January 10 that would maintain the same level of funding for transportation purposes as would have been generated had the scheduled adjustment not been suspended.

AB 31 Carrillo, Juan D (Dist. 39) Public transit: funding.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Current law provides various sources of funding for capital and operating expenses of public transit systems and intercity rail in the state. This bill would state the intent of the Legislature to enact subsequent legislation that would appropriate funds for the development and operation of a privately run public transit system connecting the Victor Valley and the Antelope Valley in southern California.

AB 49 Soria D (Dist. 27) Affordable housing.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Would express the intent of the Legislature to enact legislation that would increase the supply of affordable housing and reduce homelessness.

AB 53 Fong, Vince R (Dist. 32) Motor Vehicle Fuel Tax Law: suspension of tax.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered	20.a
1st House					2nd House								

Would suspend the imposition of the tax on motor vehicle fuels for one year. The bill would require that all savings realized based on the suspension of the motor vehicle fuels tax by a person other than an end consumer, as defined, be passed on to the end consumer, and would make the violation of this requirement an unfair business practice, in violation of unfair competition laws, as provided. The bill would require a seller of motor vehicle fuels to provide a receipt to a purchaser that indicates the amount of tax that would have otherwise applied to the transaction.

AB 68 Ward D (Dist. 78) Land use: streamlined housing approvals: density, subdivision, and utility approvals.

Location: ASSEMBLY H. & C.D.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Would require a local government to approve a proposed housing development pursuant to a streamlined, ministerial approval process if the development meets certain objective planning standards, including, but not limited to, a requirement that the proposed parcel for the development be a climate-smart parcel, as described, or be included in the applicable region's sustainable communities strategy as a priority development area. The bill would set forth procedures for approving these developments and would set forth various limitations for these developments. The bill would authorize the Department of Housing and Community Development to review, adopt, amend, and repeal guidelines, rules, and regulations to implement uniform standards or criteria that supplement or clarify the terms, references, or standards set forth by this process.

AB 69 Waldron R (Dist. 75) Transportation: traffic signal synchronization: roadway improvement projects.

Location: ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

The State Air Resources Board is required to adopt a statewide greenhouse gas emissions limit equivalent to the statewide greenhouse gas emissions level in 1990 to be achieved by 2020 and to ensure that statewide greenhouse gas emissions are reduced to at least 40% below the 1990 level by 2030, and to adopt rules and regulations in an open public process to achieve the maximum, technologically feasible, and cost-effective greenhouse gas emissions reductions. The act authorizes the state board to include the use of market-based compliance mechanisms. Existing law requires all moneys, except for fines and penalties, collected by the state board from the auction or sale of allowances as part of a market-based compliance mechanism to be deposited in the Greenhouse Gas Reduction Fund and to be available upon appropriation. Current law requires the Department of Finance, in consultation with the state board and any other relevant state agency, to develop, as specified, a 3-year investment plan for the moneys deposited in the Greenhouse Gas Reduction Fund. Current law authorizes moneys in the fund to be allocated, as specified, for an investment in a traffic signal synchronization component that is part of a sustainable infrastructure project if the component is designed and implemented to achieve cost-effective reductions in greenhouse gas emissions and includes specific emissions reduction targets and metrics to evaluate the project's effect. This bill would additionally authorize moneys in the fund to be allocated for an investment in a traffic signal synchronization component that is part of a roadway improvement project requiring multiple signals, including, but not limited to, multimodal redevelopment projects, rail trail projects, urban renewal projects, or a project near transit facilities, if the component is designed and implemented to achieve cost-effective reductions in greenhouse gas emissions and includes specific emissions reduction targets and metrics to evaluate the project's effect.

AB 96 Kalra D (Dist. 25) Public employment: local public transit agencies: autonomous transit vehicle technology.

Location: ASSEMBLY THIRD READING

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	C	20.a
	1st House				2nd House								

Would require a public transit employer to provide written notice to the exclusive employee representative of the workforce affected by autonomous transit vehicle technology of its determination to begin, or its substantive progress toward initiating, any procurement process or a plan to acquire or deploy any autonomous transit vehicle technology for public transit services that would eliminate job functions or jobs of the workforce to which the autonomous transit 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. The bill would require the public transit employer, following the written request for information by the exclusive employee representative, and within 30 days of receiving the specified information, to commence collective bargaining on specified subjects, including creating plans to train and prepare the affected workforce to fill new positions created by the autonomous transit vehicle technology.

AB 241 Reyes D (Dist. 50) Clean Transportation Program: Air Quality Improvement Program: funding.

Location: ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law establishes the Clean Transportation Program, administered by the State Energy Resources Conservation and Development Commission, to provide funding to certain entities to develop and deploy innovative technologies that transform California's fuel and vehicle types to help attain the state's climate change policies. Current law requires the commission to give preference to those projects that maximize the goals of the program based on specified criteria and to fund specified eligible projects, including, among others, alternative and renewable fuel projects to develop and improve alternative and renewable low-carbon fuels. Current law creates the Alternative and Renewable Fuel and Vehicle Technology Fund, to be administered by the commission, and requires the moneys in the fund, upon appropriation by the Legislature, to be expended by the commission to implement the program. This bill would expand the purpose of the program to include developing and deploying innovative technologies that transform California's fuel and vehicle types to help reduce criteria air pollutants and air toxics. The bill would no longer require the commission to provide certain project preferences.

AB 250 Rodriguez D (Dist. 53) State highways: State Route 83: reduction.

Location: ASSEMBLY APPR. SUSPENSE FILE

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes the California Transportation Commission to relinquish to local agencies state highway segments that have been deleted from the state highway system by legislative enactment or have been superseded by relocation, and in certain other cases. Current law designates State Route 83 from Route 71 to Route 10 near the City of Upland. Current law authorizes the commission to relinquish to the City of Ontario all or a portion of State Route 83 within the city's jurisdiction and prescribes conditions that apply upon relinquishment. This bill would authorize the commission to additionally relinquish to the City of Chino all or a portion of State Route 83 within the city's jurisdiction and prescribe conditions that apply upon relinquishment.

AB 287 Garcia D (Dist. 36) California Global Warming Solutions Act of 2006: Greenhouse Gas Reduction Fund: competitive grant programs: funding objectives.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the moneys from the Greenhouse Gas Reduction Fund to be used to facilitate the achievement of reductions of greenhouse gas emissions consistent with the California Global Warming Solutions Act of 2006 and

where applicable and to the extent feasible, to maximize economic, environmental, and public health benefits to the state, among other goals. This bill, beginning July 1, 2025, would require state agencies administering competitive grant programs that allocate moneys from the fund to give specified communities preferential points during grant application scoring for programs intended to improve air quality, to provide for a specified application timeline, and to allow applicants from the Counties of Imperial and San Diego to include daytime population numbers in grant applications.

AB 295 Fong, Vince R (Dist. 32) Department of Transportation: maintenance projects.

Location: ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would authorize the Department of Transportation to enter into agreements with local governmental entities, fire departments, fire protection districts, fire safe councils, and tribal entities to perform specified projects authorized by the department on roadways managed by the department, including activities related to roadside maintenance and the removal and clearing of material, as provided.

AB 316 Aguiar-Curry D (Dist. 4) Vehicles: autonomous vehicles.

Location: ASSEMBLY C. & C.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would prohibit the operation of an autonomous vehicle with a gross vehicle weight of 10,000 pounds or more on public roads for testing purposes, transporting goods, or transporting passengers without a human safety operator physically present in the autonomous vehicle at the time of operation.

AB 340 Fong, Vince R (Dist. 32) California Environmental Quality Act: grounds for noncompliance.

Location: ASSEMBLY NAT. RES.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Environmental Quality Act (CEQA) prohibits an action or proceeding from being brought in a court to challenge the approval of a project by a public agency unless the alleged grounds for noncompliance are presented to the public agency orally or in writing by a person during the public comment period provided by CEQA or before the close of the public hearing on the project before the issuance of the notice of determination. This bill would require the alleged grounds for noncompliance with CEQA presented to the public agency in writing be presented at least 10 days before the public hearing on the project before the issuance of the notice of determination. The bill would prohibit the inclusion of written comments presented to the public agency after that time period in the record of proceedings and would prohibit those documents from serving as basis on which an action or proceeding may be brought.

AB 354 Nguyen, Stephanie D (Dist. 10) Public contracts: Sacramento Regional Transit District.

Location: ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the Sacramento Regional Transit District to award contracts for the construction of transit works or transit facilities that exceed \$5,000 to the lowest responsible bidder after competitive bidding, except in an emergency, as specified. This bill would increase that amount to \$25,000.

AB 382 Cervantes D (Dist. 58) High-occupancy vehicle lanes: County of Riverside.

Location: ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes a regional transportation agency, in cooperation with the Department of Transportation, to apply to the California Transportation Commission to develop and operate high-occupancy toll (HOT) lanes, including administration and operation of a value pricing program and exclusive or preferential lane facilities for public transit. Current law authorizes a value pricing and transit program involving HOT lanes to be developed and operated on State Highway Route 15 in the County of Riverside by the Riverside County Transportation Commission. Current law requires the Department of Transportation to report to the transportation policy committees of the Legislature, on or before January 1, 2020, on the feasibility and appropriateness of limiting the use of high-occupancy vehicle lanes to high-occupancy vehicles and eligible vehicles, as defined, only during the hours of heavy commuter traffic on both State Route 91 between Interstate 15 and Interstate 215 in the County of Riverside, and State Route 60 in the County of Riverside. Separate from that report, this bill would require the Transportation Agency, on or before January 1, 2025, to report to the transportation policy committees of the Legislature on that same topic and on the feasibility and appropriateness of removing from high-occupancy vehicle lanes in the County of Riverside, except for certain high-occupancy toll lanes, any double parallel solid lines to restrict the entrance into or exit from those lanes, including the use of the appropriate markings and signage.

Position: Watch

AB 400 [Rubio, Blanca](#) D (Dist. 48) **Local agency design-build projects: authorization.**

Location: ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes local agencies, as defined, to use the design-build procurement process for specified types of projects, as prescribed. Current law, among other requirements for the design-build procurement process, requires specified information submitted by a design-build entity to be certified under penalty of perjury. These provisions authorizing the use of the design-build procurement process are repealed on January 1, 2025. This bill would remove the January 1, 2025, repeal date, thereby making these provisions operative indefinitely.

AB 411 [Bennett](#) D (Dist. 38) **California Recreational Trails and Greenways Act.**

Location: ASSEMBLY W.,P. & W.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the Department of Parks and Recreation to establish the California Recreational Trails and Greenways Program to, beginning in 2024, award competitive grants on a biennial basis for new, expanded, or improved public access opportunities through nonmotorized recreational trail creation, improvement, enhancement, and restoration projects. The bill would create the California Recreational Trails and Greenways Fund in the State Treasury, and would require that specified moneys, including, to the extent consistent with Proposition 68, unexpended Proposition 68 moneys that revert to the administering agency for allocation, upon appropriation by the Legislature, be deposited into the fund and, upon appropriation by the Legislature, be available for allocation by the department for purposes of the program, as specified. In order to reduce the financial burdens associated with frontloaded cost structures and match requirements, the bill would authorize the department to create a loan or grant process for advanced payment and match assistance to reduce barriers to participation in the program.

AB 413 [Lee](#) D (Dist. 24) **Vehicles: stopping, standing, and parking.**

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law prohibits the stopping, standing, or parking of a vehicle in certain places and under certain conditions, including within an intersection, on a sidewalk or crosswalk, or in front of a fire station. Current law additionally authorizes local jurisdictions to, by ordinance, restrict parking in certain areas, at certain times, and for certain

reasons, and to establish metered parking. This bill would prohibit the stopping, standing, or parking of a vehicle within 20 feet of any unmarked or marked crosswalk, as specified.

AB 463 Hart D (Dist. 37) Electricity: prioritization of service: public transit vehicles.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the Public Utilities Commission to establish priorities among the types or categories of customers of every electrical corporation and every gas corporation, and among the uses of electricity or gas by those customers, to determine which of those customers and uses provide the most important public benefits and serve the greatest public need, and to categorize all other customers and uses in order of descending priority based on these standards. Current law requires the commission, in establishing those priorities, to consider, among other things, the economic, social, and other effects of a temporary discontinuance in electrical or gas service to certain customers or for certain uses, as specified. If an electrical or gas corporation experiences a shortage of capacity or capability and is unable to meet all demands by its customers, existing law requires the commission to order that service be temporarily reduced by an amount that reflects the established priorities for the duration of the shortage. This bill would require the commission, in establishing those priorities, to also consider the economic, social equity, and mobility impacts of a temporary discontinuance in electrical service to the customers that rely on electrical service to operate public transit vehicles.

AB 480 Ting D (Dist. 19) Surplus land.

Location: ASSEMBLY H. & C.D.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law prescribes requirements for the disposal of surplus land by a local agency, as defined, and requires, except as provided, a local agency disposing of surplus land to comply with certain notice requirements before disposing of the land or participating in negotiations to dispose of the land with a prospective transferee, particularly that the local agency send a notice of availability to specified entities that have notified the Department of Housing and Community Development of their interest in surplus land, as specified. Current law requires a local agency to take formal action in a regular public meeting to declare land is surplus and is not necessary for the agency's use and to declare land as either "surplus land" or "exempt surplus land," as supported by written findings, before a local agency may take any action to dispose of it consistent with an agency's policies or procedures. This bill would recast that provision and would authorize, in specified instances, that a local agency administratively declare land as "exempt surplus land" if the declaration and findings are published and available for public comment at least 30 day before the declaration takes effect. The bill would also require a local agency to provide a written notification to the Department of Housing and Community Development of its declaration and findings 30 days before disposing of land declared "exempt surplus land." Because this bill would require local officials to perform additional duties, it would impose a state-mandated local program.

AB 557 Hart D (Dist. 37) Open meetings: local agencies: teleconferences.

Location: ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law, until January 1, 2024, authorizes a local agency to use teleconferencing without complying with specified teleconferencing requirements in specified circumstances when a declared state of emergency is in effect, or in other situations related to public health, as specified. If there is a continuing state of emergency, or if state or local officials have imposed or recommended measures to promote social distancing, existing law requires a legislative body to make specified findings not later than 30 days after the first teleconferenced meeting, and to make those findings every 30 days thereafter, in order to continue to meet under these abbreviated teleconferencing

procedures. Current law requires a legislative body that holds a teleconferenced meeting under these abbreviated teleconferencing procedures to give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option. Current law prohibits a legislative body that holds a teleconferenced meeting under these abbreviated teleconferencing procedures from requiring public comments to be submitted in advance of the meeting and would specify that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time. This bill would extend the above-described abbreviated teleconferencing provisions when a declared state of emergency is in effect, or in other situations related to public health, as specified, indefinitely.

AB 591 Gabriel D (Dist. 46) Electric vehicle service equipment: universal connectors and public accessibility.

Location: ASSEMBLY THIRD READING

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered

Would require an electric vehicle charging station that requires payment of a fee to allow a person desiring to use the station to pay via credit card. The bill would require that any electric vehicle service equipment that is capable of charging a light-duty electric vehicle and is installed or substantially retrofitted, as defined, except for private use at a single-family residence or multifamily residence, include universal connectors, as defined, and be publicly accessible including by enabling a person desiring to use the electric vehicle charging station to pay via credit card.

AB 610 Holden D (Dist. 41) Youth Transit Pass Pilot Program: free youth transit passes.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered

Would, upon the appropriation of moneys by the Legislature, create the Youth Transit Pass Pilot Program, administered by the Department of Transportation, for purposes of awarding grants to transit agencies for the costs of creating, designing, developing, advertising, distributing, and implementing free youth transit passes to persons attending certain educational institutions, providing free transit service to holders of those passes, and administering and participating in the program, as specified. The bill would authorize a transit agency to submit a grant application in partnership with one or more educational institutions and would also authorize grant funds to be used to maintain, subsidize, or expand an existing fare free program, as provided. The bill would authorize a transit agency with an existing fare free program that enables a person 18 years of age or younger to use a transit agency's bus and rail services without paying any additional fare or charge to submit an application without an educational institution partner, as provided. The bill would require the department to submit a report to specified committees of the Legislature on or before January 1, 2028, on, among other things, the outcomes of the program and the funding conditions associated with offering free youth transit passes, the status of transit pass programs statewide, and whether these provisions led to reductions in the emissions of greenhouse gases and vehicle miles traveled, as provided.

AB 627 Jackson D (Dist. 60) Heavy-duty trucks: grant program: operating requirements.

Location: ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered

Would prohibit, on and after January 1, 2030, a person from operating a diesel-fueled heavy-duty truck on the city streets or county roads located in the Counties of Riverside or San Bernardino, as specified.

Position: Watch

AB 673 Bennett D (Dist. 38) Hydrogen-fueling stations: preference.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would, except for the Clean Transportation Program and moneys allocated from the Alternative and Renewable Fuel and Vehicle Technology Fund, require the State Energy Resources Conservation Development Commission, when considering providing funding for projects for the construction and operation of hydrogen-fueling medium- and heavy-duty stations, to evaluate whether the project needs to also include access for light-duty vehicles. In this evaluation, the bill would require the commission to consider safety, regional light-duty vehicle hydrogen fueling needs, and the station fueling capacity.

AB 744 Carrillo, Juan D (Dist. 39) California Transportation Commission: data, modeling, and analytic software tools procurement.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law establishes the California Transportation Commission in the Transportation Agency. Current law vests the California Transportation Commission with various powers and duties relative to the programming of transportation capital projects and allocation of funds to those projects pursuant to the state transportation improvement program and various other transportation funding programs. Upon the appropriation of funds by the Legislature, this bill would require the commission to acquire public domain or procure commercially available or open-source licensed solutions for data, modeling, and analytic software tools to support the state's sustainable transportation, congestion management, affordable housing, efficient land use, air quality, and climate change strategies and goals. The bill would require the commission to provide access to the data, modeling, and analytic software tools to state and local agencies, as specified.

AB 756 Papan D (Dist. 21) Department of Transportation: contaminated stormwater runoff: salmon and steelhead trout bearing surface waters.

Location: ASSEMBLY E.S. & T.M.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the Department of Transportation, in consultation with the State Water Resources Control Board, the Department of Toxic Substances Control, and the Department of Fish and Wildlife, to develop a programmatic environmental review process to prevent 6PPD and 6PPD-quinone from entering salmon and steelhead trout bearing surface waters of the state. The bill would require the department's 6PPD and 6PPD-quinone programmatic environmental review process to include, among other specified components, a pilot project at a particular highway crossing over the San Mateo Creek to study the effectiveness and cost effectiveness of installing and maintaining bioretention and biofiltration comparatively along department rights-of-way to eliminate the discharge of 6PPD and 6PPD-quinone into surface waters of the state, as specified. The bill would require, no later than December 31, 2026, the Director of Transportation to submit a report to the Legislature describing the department's strategy to eliminate the discharge of 6PPD and 6PPD-quinone by the department to all salmon and steelhead trout bearing surface waters of the state.

AB 761 Friedman D (Dist. 44) Transit Transformation Task Force.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Under current law, the Transportation Agency is under the supervision of an executive officer known as the Secretary of Transportation, who is required to develop and report to the Governor on legislative, budgetary, and administrative programs to accomplish comprehensive, long-range, and coordinated planning and policy formulation

in the matters of public interest related to the agency. Current law provides for the funding of public transit, under the Transportation Development Act. This bill would require the secretary, on or before July 1, 2024, to establish and convene the Transit Transformation Task Force to include representatives from the department, the Controller's office, various local agencies, academic institutions, nongovernmental organizations, and other stakeholders. The bill would require the task force to develop a structured, coordinated process for early engagement of all parties to develop policies to grow transit ridership and improve the transit experience for all users of those services. The bill would require the secretary, in consultation with the task force, to prepare and submit a report of findings based on the task force's efforts to the appropriate policy and fiscal committees of the Legislature on or before January 1, 2025. The bill would require the report to include a detailed analysis of specified issues and recommendations on specified topics.

AB 776 Holden D (Dist. 41) Route 210.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the Department of Transportation, through the erection of highway signs and appropriate markers, to provide recognition of the historical and cultural importance of the California Indian tribes local to, or historically located in, the Counties of Los Angeles and San Bernardino. The bill would require the department to work with certain entities, including, but not limited to, California Indian tribes local to, or historically located along, Route 210 to name Route 210 and to identify appropriate locations for signs to recognize tribal lands along Route 210 in the Counties of Los Angeles and San Bernardino. The bill would specify that Route 210 shall be known and designated as the Southern California Native American Freeway or by the name developed by the department with the specified entities.

AB 817 Pacheco D (Dist. 64) Open meetings: teleconferencing: subsidiary body.

Location: ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law, until January 1, 2026, authorizes the legislative body of a local agency to use alternative teleconferencing in certain circumstances related to the particular member if at least a quorum of its members participate from a singular physical location that is open to the public and situated within the agency's jurisdiction and other requirements are met, including restrictions on remote participation by a member of the legislative body. This bill would authorize a subsidiary body, as defined, to use alternative teleconferencing provisions similar to the emergency provisions indefinitely and without regard to a state of emergency. In order to use teleconferencing pursuant to the Ralph M. Brown Act, the bill would require the legislative body that established the subsidiary body by charter, ordinance, resolution, or other formal action to make specified findings by majority vote, before the subsidiary body uses teleconferencing for the first time and every 12 months thereafter.

AB 823 Schiavo D (Dist. 40) Clean Transportation Program: eligible projects.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law establishes the Clean Transportation Program, administered by the State Energy Resources Conservation and Development Commission, to provide funding, upon appropriation by the Legislature, to certain entities to develop and deploy innovative technologies that transform California's fuel and vehicle types to help attain the state's climate change policies. Current law requires the commission to give preference to those projects that maximize the goals of the program based on specified criteria and to fund specified eligible projects, including, among others, alternative and renewable fuel infrastructure, fueling stations, and equipment. This bill would expand the list of eligible projects to include, among other things, roadway integrated fueling and parking surface integrated

fueling projects.

AB 849 Garcia D (Dist. 36) Community emissions reduction programs.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the State Air Resources Board to prepare, and to update at least once every 5 years, a statewide strategy to reduce emissions of toxic air contaminants and criteria air pollutants in communities affected by a high cumulative exposure burden. Current law requires the state board to include in the statewide strategy, among other components, an assessment and identification of communities with high cumulative exposure burdens for toxic air contaminants and criteria air pollutants, prioritizing disadvantaged communities and sensitive receptor locations based on specified factors. Current law requires the state board, based on the assessment and identification of communities with high cumulative exposure burdens, to select locations around the state for preparation of community emissions reduction programs. Current law requires an air district encompassing any location selected by the state board to adopt, in consultation with the state board, within one year of the state board's selection, a community emissions reduction program to achieve emissions reductions for the location selected using cost-effective measures, as specified. Current law also requires an air district to submit the community emissions reduction program to the state board for review and approval as prescribed. Current law requires the air district and the state board to implement and enforce the measures in the community emissions reduction program consistent with their respective authority. This bill would additionally require the air district, in adopting a community emissions reduction program, to consult with other relevant state agencies. By imposing additional duties on air districts, this bill would impose a state-mandated local program.

AB 902 Rodriguez D (Dist. 53) Ambulances: fee and toll exemptions.

Location: ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law provides for the exemption of authorized emergency vehicles 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, among others, the vehicle is displaying an exempt license plate and a public agency identification, such as "Police." This bill would extend the exemption from fees imposed under the Vehicle Code to a vehicle owned by a public or private entity used as an authorized emergency vehicle, as defined. The bill would include in the exemption of an authorized emergency vehicle exempt from the payment of a toll or charge a vehicle displaying an exempt license plate and emergency identification, including, but not limited to, "Ambulance."

AB 930 Friedman D (Dist. 44) Local government: Reinvestment in Infrastructure for a Sustainable and Equitable California (RISE) districts.

Location: ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would authorize the legislative bodies of 2 or more local governments, defined to include a city, county, special district, or transit agency, to jointly form a Reinvestment in Infrastructure for a Sustainable and Equitable California district (RISE district) in accordance with specified procedures. The bill would require the Office of Planning and Research (OPR) to develop standards for the formation of RISE districts no later than November 30, 2025. The bill would provide for the establishment of a governing board of a RISE district with representatives of each participating local government.

AB 980 Friedman D (Dist. 44) Active Transportation Program: report.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered	20.a
	1st House				2nd House								

Current law establishes the Active Transportation Program in the Department of Transportation for the purpose of encouraging increased use of active modes of transportation, such as biking and walking. Current law requires the California Transportation Commission to develop guidelines and project selection criteria for the program and authorizes the commission to amend the adopted guidelines after conducting at least one public hearing. This bill would require an applicant that receives funding under the program for a project to, within one year of completing the project, submit a report to the commission describing how the project met active transportation goals.

AB 981 Friedman D (Dist. 44) State highways: pilot highway maintenance and rehabilitation demonstration projects.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the Department of Transportation, beginning in 2025 and ending in 2032, to use cold in-place recycling or partial depth recycling, as defined, on at least 12 projects each year. The bill would require the department, beginning in 2027 and ending in 2032, to use full depth recycling, as defined, on at least 5 projects each year. The bill would require the department to submit an annual report to the Legislature regarding these projects. The bill would repeal its provisions on January 1, 2034.

AB 1000 Reyes D (Dist. 50) Land use: housing.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law declares the importance of, and general responsibility for, making housing available and affordable for all Californians. This bill would make nonsubstantive changes to those provisions.

Position: Watch

AB 1052 McCarty D (Dist. 6) Sacramento Regional Transit District: taxes.

Location: ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Sacramento Regional Transit District Act creates the Sacramento Regional Transit District, with specified powers and duties relative to providing transit services in the Sacramento region. Existing law authorizes the district to levy or collect a property tax within any city or the unincorporated area, or any part thereof, in the district, upon the approval by a 2/3 vote of the electorate, as provided. Current law authorizes the board of directors of the district to adopt a retail transactions and use tax ordinance, subject to the approval of 2/3 of the electors at a special election. This bill would revise and recast those provisions related to the imposition of property taxes and retail transactions and use taxes by the district, by, among other things, explicitly authorizing the district to impose a property tax or retail transactions and use tax in the entirety of, or a portion of, the incorporated and unincorporated territory. If the tax only applies to a portion of an area of the district, the bill would require the incorporated area of each city and of contiguous cities within the district to be either wholly included within or wholly excluded from that portion that is taxed and would require the entire unincorporated area of the district to be either wholly included within or wholly excluded from that portion that is taxed.

AB 1168 Bennett D (Dist. 38) Emergency medical services (EMS): prehospital EMS.

Location: ASSEMBLY HEALTH

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require a city or fire district that contracted for or provided, as of June 1, 1980, prehospital EMS, deemed to retain its authorities regarding, and administration of, the prehospital EMS when a city or fire district enters into an agreement with a county for the joint exercise of powers regarding prehospital EMS, or that ceased to contract for, provide, or administer prehospital EMS as a result of a judicial finding, as specified, or that contracts with a county to provide prehospital EMS in areas outside of that city or fire district pursuant to statute. The bill would state the Legislature's intent that a city's or fire district's entry into a written agreement with a county for the joint exercise of powers regarding prehospital EMS, as described, does not make the city or fire district ineligible to contract with a county, as described above, or result in the transfer, termination, relinquishment, or extinguishment of that city's or fire district's authorities regarding, or administration of, prehospital EMS, and to abrogate contrary judicial holdings.

AB 1333 Ward D (Dist. 78) Residential real property: bundled sales.

Location: ASSEMBLY JUD.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Current law prescribes various requirements to be satisfied before the exercise of a power of sale under a mortgage or deed of trust and prescribes a procedure for the exercise of that power. Current law, until January 1, 2031, for purposes of the exercise of a power of sale, prohibits a trustee from bundling properties for the purpose of sale, instead requiring each property to be bid on separately, unless the deed of trust or mortgage provides otherwise. Current law also prohibits specified institutions that, during their immediately preceding annual reporting period, as established with their primary regulator, foreclosed on 175 or more residential real properties, containing no more than 4 dwelling units, from conducting a sale of 2 or more parcels of real property containing one to 4 residential dwelling units, inclusive, at least 2 of which have been acquired through foreclosure under a mortgage or deed of trust. This bill would prohibit a developer of residential one to 4 dwelling units, inclusive, from conducting a sale of 2 or more parcels of real property containing one to 4 residential dwelling units, inclusive, if the occupancy permit was issued on or after January 1, 2024.

AB 1335 Zbur D (Dist. 51) Local government: transportation planning and land use: sustainable communities strategy.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Would, commencing January 1, 2024, would require each transportation planning agency to follow certain population projection procedures when updating the regional transportation plan. The bill would require the sustainable communities strategy to be based on population projections produced by the Department of Finance and regional population forecasts used in determining applicable city and county regional housing needs, in consultation with each council of governments. The bill would impose similar reconciliation procedures, as described above, when there are differences in the population forecast provided by the council of governments and the Department of Finance. By imposing additional duties on transportation planning agencies, the bill would impose a state-mandated local program.

AB 1348 Grayson D (Dist. 15) State government: Controller: claims audits.

Location: ASSEMBLY A. & A.R.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

The Government Claims Act generally requires the presentation of all claims for money or damages against local public entities and the state. Current law provides for the presentation of a claim for which appropriations have been made, or for which state funds are available, under that act to the Controller, in the form and manner prescribed by the general rules and regulations adopted by the Department of General Services. Current law, with specified

exceptions, prohibits the Controller from drawing a warrant for any claim until it has been audited in confor law and the general rules and regulations adopted by the Department of General Services governing the presentation and audit of claims. This bill would require the Controller to conduct, unless prohibited by the provisions of a state ballot proposition passed by the electorate, financial and compliance audits as the Controller's office deems as necessary for purposes of ensuring that any expenditures, regardless of the source or fund from which the warrants for claims are drawn, are expended in a manner consistent with the law and the voters' intent. The bill would also require the Controller to conduct any audits necessary to carry out their constitutional and statutory duties and responsibilities under the law.

AB 1385 Garcia D (Dist. 36) Riverside County Transportation Commission: transaction and use tax.

Location: ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Current law authorizes the Riverside County Transportation Commission to impose a transactions and use tax for transportation purposes subject to approval of the voters, which, pursuant to the California Constitution, requires approval of 2/3 of the voters. Current law limits the commission to a 1% maximum tax rate, and requires the commission's tax or taxes to be levied at a rate divisible by 1/4%, unless a different rate is specifically authorized by statute. This bill would raise the maximum tax rate the commission may impose from 1% to 1.5%. This bill would make legislative findings and declarations as to the necessity of a special statute for the County of Riverside.

Position: Watch

AB 1525 Bonta D (Dist. 18) Transportation Agency: allocations for projects in priority populations.

Location: ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Would require the Transportation agency, on and after July 1, 2024, to ensure that at least 60% of the moneys allocated for agency, Department of Transportation, or California Transportation Commission projects, as defined, are allocated for projects that are located in priority populations, as defined, address an important need of priority populations, and provide at least 5 direct, meaningful, and assured benefits, or additional cobenefits, to priority populations, as specified. The bill would require the agency to evaluate each agency, Department of Transportation or California Transportation Commission project to determine if the project would be located in a priority population, address an important need of a priority population, and provide a direct, meaningful, and assured benefit to a priority population, and to, on or before July 1, 2024, develop and adopt criteria and an evaluation process for that purpose. The bill would require the agency to select a third-party governmental entity to audit and review that criteria, the agency's evaluation of those projects, and the allocations made for purposes of meeting the requirement that 60% of those moneys benefit priority populations, as specified.

Position: Watch

AB 1550 Bennett D (Dist. 38) Green hydrogen.

Location: ASSEMBLY U. & E.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Existing law requires the State Air Resources Board to develop and adopt hydrogen fuel regulations to ensure that state funding for the production and use of hydrogen fuel contributes to the reduction of greenhouse gas emissions, criteria air pollutant emissions, and toxic air contaminant emissions, including by requiring that, on a statewide basis, no less than 33.3% of the hydrogen produced for, or dispensed by, fueling stations that receive state funds be made from eligible renewable energy resources, as specified. Under existing law, a violation of those regulations, and other provisions pertaining to motor vehicle fuels, is a crime. This bill would require, on and after January 1, 2045, that all hydrogen produced and used in California for the generation of electricity or fueling of vehicles be green hydrogen.

This bill contains other related provisions and other existing laws.

AB 1609 Garcia D (Dist. 36) Air pollution: motor vehicle registration: pollution reduction.

Location: ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would impose an additional annual \$4 charge on each motor vehicle registered in the state except those vehicles that are expressly exempted from the payment of registration fees, thereby imposing a tax. The bill would require the department to collect the charge and deposit revenues from the charge in the Air Quality Improvement Fee Fund, which the bill would create. The bill would continuously appropriate the revenues in the fund to the department for distribution upon request to air pollution control districts and air quality management districts based upon the amount of the charges collected from motor vehicles registered within each air district, thereby creating an appropriation. The bill would require these revenues to be used for the reduction of air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies, as specified, or for the attainment or maintenance of state or federal ambient air quality standards or the reduction of toxic air contaminant emissions from motor vehicle. The bill would also authorize the department to withhold up to 1% of the annual revenues collected from the charge to cover its administrative costs. The bill would require the charge to be increased annually based on the California Consumer Price Index, as specified.

AB 1626 McCarty D (Dist. 6) Transportation electrification: fleet data.

Location: ASSEMBLY U. & E.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Existing law requires the State Energy Resources Conservation and Development Commission (Energy Commission), in collaboration with the State Air Resources Board, the Public Utilities Commission, and other relevant stakeholders, to annually gather from state agencies, as provided, specified entities' fleet data for on-road and off-road vehicles in the medium- and heavy-duty sectors, including information that would allow an electrical corporation or local publicly owned electric utility to estimate the total anticipated charging capacity at each fleet location, and share that data with electrical corporations and local publicly owned electric utilities to help inform electrical grid planning efforts, as specified. Existing law prohibits electrical corporations and local publicly owned electric utilities from disclosing that data to third parties. This bill would require the Energy Commission to also gather aggregated information that would allow the public sector to estimate the total anticipated hydrogen fueling capacity at each fleet location. The bill would require the Energy Commission to share the aggregated data with developers of publicly available hydrogen fueling stations and would prohibit the developer of a publicly available hydrogen fueling station from disclosing that data to third parties. This bill contains other related provisions and other existing laws.

AB 1637 Irwin D (Dist. 42) Local government: internet websites and email addresses.

Location: ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Public Records Act requires a local agency to make public records available for inspection and allows a local agency to comply by posting the record on its internet website and directing a member of the public to the internet website, as specified. This bill, no later than January 1, 2025, would require a local agency, as defined, that maintains an internet website for use by the public to ensure that the internet website utilizes a ".gov" top-level domain or a ".ca.gov" second-level domain, and would require a local agency that maintains an internet website that is noncompliant with that requirement to redirect that internet website to a domain name that does utilize a ".gov" or ".ca.gov" domain. This bill, no later than January 1, 2025, would also require a local agency that maintains public email addresses to ensure that each email address provided to its employees utilizes a ".gov" domain name or a

“.ca.gov” domain name. By adding to the duties of local officials, the bill would impose a state-mandated local program.

AB 1654 Addis D (Dist. 30) City streets and highways.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Existing law authorizes the legislative body of a city to do any and all things necessary to lay out, acquire, and construct a section or portion of a street or highway within its jurisdiction as a freeway and to make an existing street or highway a freeway. This bill would make nonsubstantive changes to this provision.

AB 1702 Hart D (Dist. 37) Active Transportation Program.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Current law establishes the Active Transportation Program in the Department of Transportation for purposes of encouraging increased use of active modes of transportation, such as biking and walking. This bill would make nonsubstantive changes to that provision.

AB 1711 Carrillo, Juan D (Dist. 39) Energy: hydrogen: Clean Energy Equity Act.

Location: ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Would enact the Clean Energy Equity Act and would require the State Energy Resources Conservation and Development Commission to equitably allocate moneys appropriated by the Legislature for purposes of achieving an accessible statewide hydrogen-fueling network and expanding an existing hydrogen-fueling network, as necessary, to specifically prioritize rural communities and low-income communities. The bill would require the commission and the State Air Resources Board to jointly review and submit a report to the Legislature on the progress toward establishing a statewide hydrogen-fueling network that is equally accessible to all communities, especially rural communities and low-income communities.

AB 1748 Ramos D (Dist. 45) Government Code.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Current law establishes the Government Code and prescribes general provisions for purposes of its interpretation. This bill would make a nonsubstantive change to the provision naming the Government Code.

ABX1 2 Fong, Vince R (Dist. 32) Motor Vehicle Fuel Tax Law: suspension of tax.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Would suspend the imposition of the tax on motor vehicle fuels for one year. The bill would require that all savings realized based on the suspension of the motor vehicle fuels tax by a person other than an end consumer, as defined, be passed on to the end consumer, and would make the violation of this requirement an unfair business practice, in violation of unfair competition laws, as provided. The bill would require a seller of motor vehicle fuels to provide a receipt to a purchaser that indicates the amount of tax that would have otherwise applied to the transaction.

ACA 1 Aguiar-Curry D (Dist. 4) Local government financing: affordable housing and public infrastructure voter approval.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Constitution prohibits the ad valorem tax rate on real property from exceeding 1% of the full cash value of the property, subject to certain exceptions. This measure would create an additional exception to the 1% limit that would authorize a city, county, city and county, or special district to levy an ad valorem tax to service bonded indebtedness incurred to fund the construction, reconstruction, rehabilitation, or replacement of public infrastructure, affordable housing, or permanent supportive housing, or the acquisition or lease of real property for those purposes, if the proposition proposing that tax is approved by 55% of the voters of the city, county, or city and county, as applicable, and the proposition includes specified accountability requirements. The measure would specify that these provisions apply to any city, county, city and county, or special district measure imposing an ad valorem tax to pay the interest and redemption charges on bonded indebtedness for these purposes that is submitted at the same election as this measure.

Position: Watch

SB 4 [Wiener D \(Dist. 11\)](#) **Planning and zoning: housing development: higher education institutions and religious institutions.**

Location: SENATE GOV. & F.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for its physical development, and the development of certain lands outside its boundaries, that includes, among other mandatory elements, a housing element. That law allows a development proponent to submit an application for a development that is subject to a specified streamlined, ministerial approval process not subject to a conditional use permit, if the development satisfies certain objective planning standards. The Zenovich-Moscone-Chacon Housing and Home Finance Act establishes the California Tax Credit Allocation Committee within the Department of Housing and Community Development. Current law requires the committee to allocate state low-income housing tax credits in conformity with state and federal law that establishes a maximum rent that may be charged to a tenant for a project unit constructed using low-income housing tax credits. This bill would require that a housing development project be a use by right upon the request of an applicant who submits an application for streamlined approval, on any land owned by an independent institution of higher education or religious institution on or before January 1, 2024, if the development satisfies specified criteria, including that the development is not adjoined to any site where more than one-third of the square footage on the site is dedicated to industrial use. The bill would define various terms for these purposes.

SB 5 [Nguyen R \(Dist. 36\)](#) **Motor Vehicle Fuel Tax Law: limitation on adjustment.**

Location: SENATE GOV. & F.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Motor Vehicle Fuel Tax Law, administered by the California Department of Tax and Fee Administration, imposes a tax upon each gallon of motor vehicle fuel removed from a refinery or terminal rack in this state, entered into this state, or sold in this state, at a specified rate per gallon. Current law requires the department to annually adjust the tax imposed by increasing the rates based on the California Consumer Price Index, as specified. This bill would limit the above-described annual adjustment to a maximum of 2% for rate adjustments made on or after July 1, 2023. This bill contains other related provisions.

SB 7 [Blakespear D \(Dist. 38\)](#) **Regional housing needs allocation: homelessness.**

Location: SENATE HOUSING

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Existing law establishes various programs to address homelessness, including requiring the Governor to create an Interagency Council on Homelessness and establishing the Homeless Housing, Assistance, and Prevention program for the purpose of providing jurisdictions, as defined, with one-time grant funds to support regional coordination and expand or develop local capacity to address their immediate homelessness challenges, as specified. This bill, for regional housing need assessments on or after January 1, 2024, would require “homeless” to be included as an income category for purposes of the regional housing needs allocation plan. By requiring each council of governments to revise the income categories used in regional housing needs allocations, the bill would impose a state-mandated local program. The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement. This bill would provide that no reimbursement is required by this act for a specified reason. This bill contains other existing laws.

SB 12 Stern D (Dist. 27) California Global Warming Solutions Act of 2006: emissions limit.

Location: SENATE APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Under the California Global Warming Solutions Act of 2006, the State Air Resources Board is required to approve a statewide greenhouse gas emissions limit equivalent to the statewide greenhouse gas emissions level in 1990 to be achieved by 2020 and to ensure that statewide greenhouse gas emissions are reduced to at least 40% below the 1990 level by no later than December 31, 2030. Under the act, a violation of a rule, regulation, order, emission limitation, emission reduction measure, or other measure adopted by the state board under the act is a crime. This bill instead would require the state board to ensure that statewide greenhouse gas emissions are reduced to at least 55% below the 1990 level by no later than December 31, 2030.

Position: Watch

SB 20 Rubio D (Dist. 22) Joint powers agreements: regional housing trusts.

Location: SENATE GOV. & F.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would authorize 2 or more cities, by entering into a joint powers agreement pursuant to the Joint Exercise of Powers Act, to create a regional housing trust for the purposes of funding housing to assist the homeless population and persons and families of extremely low, very low, and low income within their jurisdictions. The bill would require a regional housing trust created pursuant to these provisions to be governed by a board of directors consisting of a minimum of 9 directors, as specified. The bill would authorize a regional housing trust to fund the planning and construction of housing, receive public and private financing and funds, and authorize and issue bonds, as specified. The bill would require the joint powers agreement establishing the regional housing trust to incorporate specified annual financial reporting and auditing requirements.

SB 32 Jones R (Dist. 40) Motor vehicle fuel tax: greenhouse gas reduction programs: suspension.

Location: SENATE E.Q.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Global Warming Solutions Act of 2006 requires the state board to adopt rules and regulations to achieve the maximum technologically feasible and cost-effective greenhouse gas emissions reductions to ensure that the statewide greenhouse gas emissions are reduced to at least 40% below the statewide greenhouse gas emissions limit, as defined, no later than December 31, 2030. Pursuant to the act, the State Air Resources Board has adopted the Low Carbon Fuel Standard regulations. The act authorizes the state board to include in its regulation of those emissions the use of market-based compliance mechanisms. Current law requires all moneys, except for fines and

penalties, collected by the state board from the auction or sale of allowances as part of a market-based compliance mechanism to be deposited in the Greenhouse Gas Reduction Fund. This bill would suspend the Low Carbon Fuel Standard regulations for one year. The bill would also exempt suppliers of transportation fuels from regulations for the use of market-based compliance mechanisms for one year.

SB 84 Gonzalez D (Dist. 33) Clean Transportation Program: Air Quality Improvement Program: funding.

Location: SENATE TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would expand the purpose of the Clean Transportation Program to include developing and deploying innovative technologies that transform California's fuel and vehicle types to help reduce criteria air pollutants and air toxics. The bill would no longer require the commission to provide certain project preferences. The bill would provide that the goals of the program shall be to advance the state's clean transportation, equity, air quality, and climate emission policies and would require the commission to ensure program investments support specified requirements. The bill would require the commission, on and after January 1, 2025, to expend at least 50% of the moneys appropriated to the program on programs and projects that directly benefit or serve residents of disadvantaged and low-income communities and low-income Californians, and would require at least 50% of funding for tangible location-based investments to be expended in disadvantaged and low-income communities.

Position: Watch

SB 229 Umberg D (Dist. 34) Surplus land: disposal of property: violations: public meeting.

Location: SENATE GOV. & F.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law prescribes requirements for the disposal of land determined to be surplus land by a local agency. Those requirements include a requirement that a local agency, before disposing of a property or participating in negotiation to dispose of that property with a prospective transferee, send a written notice of availability of the property to specified entities, depending on the property's intended use, and send specified information in regard to the disposal of the parcel of surplus land to the Department of Housing and Community Development. Current law, among other enforcement provisions, makes a local agency that disposes of land in violation of these disposal provisions, after receiving notification of violation from the department, liable for a penalty of 30% of the final sale price of the land sold in violation for a first violation and 50% for any subsequent violation. Under current law, except as specified, a local agency has 60 days to cure or correct an alleged violation before an enforcement action may be brought. This bill would require a local agency that has received a notification of violation from the department to hold an open and public session to review and consider the substance of the notice of violation. The bill would require the local agency's governing body to provide prescribed notice no later than 14 days before the public session.

SB 253 Wiener D (Dist. 11) Climate Corporate Data Accountability Act.

Location: SENATE JUD.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the State Air Resources Board, on or before January 1, 2025, to develop and adopt regulations requiring United States partnerships, corporations, limited liability companies, and other business entities with total annual revenues in excess of \$1,000,000,000 and that do business in California, defined as "reporting entities," to publicly disclose to the emissions registry, as defined, and verify, starting in 2026 on a date to be determined by the state board, and annually thereafter, their greenhouse gas emissions, categorized as scope 1, 2, and 3 emissions, as defined, from the prior calendar year, as provided. The bill would require the state board, on or before January 1, 2030, to review, and update as necessary, these deadlines to evaluate trends in scope 3 emissions reporting and to consider changes to the deadlines, as provided. The bill would require reporting entities to disclose their greenhouse

gas emissions in a manner that is easily understandable and accessible to residents of the state. The bill would require reporting entities to ensure that their public disclosures have been independently verified by the emissions registry or a third-party auditor, approved by the state board, with expertise in greenhouse gas emissions accounting. The bill would require the state board, in developing these regulations, to consult with the Attorney General, other government stakeholders, investors, stakeholders representing consumer and environmental justice interests, and reporting entities that have demonstrated leadership in full-scope greenhouse gas emissions accounting and public disclosure and greenhouse gas emissions reductions.

SB 304 Laird D (Dist. 17) Monterey-Salinas Transit District: public contracting.

Location: SENATE TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law creates the Monterey-Salinas Transit District to include all of the County of Monterey, with specified powers and duties related to public transit service. Existing law requires the district to award contracts for the purchase of supplies, equipment, and materials in excess of \$100,000 to the lowest responsible bidder, or to the responsible bidder that provides the best value, as provided. Current law requires the district to obtain a minimum of 3 quotations, as provided, that permit prices and terms to be compared, whenever the expected expenditure required for the purchase of supplies, equipment, or materials exceeds \$2,500 but does not exceed \$100,000. This bill would increase to \$150,000 the monetary threshold for contracts above which the district is required to award contracts to the lowest responsible bidder, or to the responsible bidder that provides the best value, as provided.

Position: Watch

SB 312 Wiener D (Dist. 11) State highways: true warm mix asphalt.

Location: SENATE TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes the Department of Transportation to construct, improve, and maintain state highways. Existing law authorizes the department to provide for the payment of extra compensation to a contractor on a road project, as a bonus for completion prior to the specified time. Until January 1, 2029, this bill would require the department to also provide for the payment of extra compensation, as specified, to a contractor on a road project, as a bonus for using true warm mix asphalt, as defined by this bill. The bill would require the department to submit specified reports to the Legislature on certain findings related to true warm mix asphalt.

SB 405 Cortese D (Dist. 15) Planning and zoning: housing element: inventory of sites: regional housing need.

Location: SENATE HOUSING

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the Department of Housing and Community Development to determine the existing and projected need for housing for each region, as specified. Current law requires the appropriate council of governments, or 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 a city or county to determine whether each site in its inventory of land can accommodate the development of some portion of its share of the regional housing need, as provided. This bill, for a housing element or amendment adopted as part of the seventh planning period, would require the planning agency to provide notice to the owner of a site included in the above-described inventory that the site is included in that inventory, if the owner's identity and contact information is known, as specified. If the site owner notifies the planning agency or the department that the owner does not intend to develop at least 80% of the number of units for the site, determined as described above, during the current planning period, the bill would provide that the site would not be considered a site that can be

developed to meet the jurisdiction's share of the regional housing need, except as specified. The bill would the planning agency to make a reasonable effort to identify an owner and the owner's contact information and to determine the intent of the owner to develop the site. The bill would require that the information be an important factor for the department in determining whether the housing element identifies sufficient sites to meet the jurisdiction share of regional housing. The bill would require the department to amend specified standards, forms, and definition to implement these provisions.

SB 411 Portantino D (Dist. 25) Open meetings: teleconferences: bodies with appointed membership.

Location: SENATE GOV. & F.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law, until January 1, 2024, authorizes the legislative body of a local agency to use alternate teleconferencing provisions during a proclaimed state of emergency or in other situations related to public health that exempt a legislative body from the general requirements (emergency provisions) and impose different requirements for notice agenda, and public participation, as prescribed. The emergency provisions specify that they do not require a legislative body to provide a physical location from which the public may attend or comment. Current law, until January 1, 2026, authorizes the legislative body of a local agency to use alternative teleconferencing in certain circumstances related to the particular member if at least a quorum of its members participate from a singular physical location that is open to the public and situated within the agency's jurisdiction and other requirements are met, including restrictions on remote participation by a member of the legislative body. This bill would authorize a legislative body to use alternate teleconferencing provisions similar to the emergency provisions indefinitely and without regard to a state of emergency. The bill would alternatively define "legislative body" for this purpose to mean a board, commission, or advisory body of a local agency, the membership of which board, commission, or advisory body is appointed and which board, commission, or advisory body is otherwise subject to the Ralph M. Brown Act.

Position: Watch

SB 493 Min D (Dist. 37) Air pollution: alternative vehicles and electric and hydrogen infrastructure.

Location: SENATE E.Q.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the Energy Commission, in consultation with the State Air Resources Board and the Public Utilities Commission (PUC), to conduct an assessment, as specified, of the electric and hydrogen infrastructure needed to meet the deadlines in Executive Order No. N-79-20 for the transition of medium- and heavy-duty vehicles to zero-emission vehicles. The bill would require the Energy Commission, on or before December 31, 2024, to post the assessment on its internet website and submit the assessment to the Legislature. The bill would require the state board to incorporate the findings of the assessment into a strategic plan to meet the deadlines in Executive Order No. N-79-20 for the transition of medium- and heavy-duty fleets to zero-emission vehicles. The bill would require the state board to post the strategic plan on its internet website and submit the plan to the Legislature on or before December 31, 2025.

SB 517 Gonzalez D (Dist. 33) Economic development: movement of freight.

Location: SENATE B., P. & E.D.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes GO-Biz to undertake various activities relating to economic development, including the provision of prescribed information. Current law requires the Transportation Agency to prepare a state freight plan that provides a comprehensive plan to govern the immediate and long-range planning activities and capital investments of the state with respect to the movement of freight. This bill would authorize GO-Biz to serve as the

coordinating entity to steer the growth, competitiveness, and sustainability for freight and the supply chain at the state and to promote and assess the continued economic vitality, economic competitiveness, and sustainability of the freight sector. The bill would also authorize GO-Biz to provide freight and supply chain economic competitiveness information.

SB 523 Laird D (Dist. 17) Santa Cruz Metropolitan Transit District.

Location: SENATE TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes the formation of the Santa Cruz Metropolitan Transit District, with specified powers and duties related to the operation of public transit services serving the County of Santa Cruz. Current law authorizes the board of directors of the district to establish a retirement system for the officers and employees of the district. Current law authorizes the board of directors of the district to create a retirement board, to administer the retirement system, of not more than 5 members, as specified. This bill would authorize the retirement board to instead have not more than 7 members.

SB 537 Becker D (Dist. 13) Open meetings: local agencies: teleconferences.

Location: SENATE GOV. & F.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law, until January 1, 2024, authorizes the legislative body of a local agency to use alternate teleconferencing provisions during a proclaimed state of emergency or in other situations related to public health that exempt a legislative body from the general requirements (emergency provisions) and impose different requirements for notice agenda, and public participation, as prescribed. The emergency provisions specify that they do not require a legislative body to provide a physical location from which the public may attend or comment. Current law, until January 1, 2026, authorizes the legislative body of a local agency to use alternative teleconferencing in certain circumstances related to the particular member if at least a quorum of its members participate from a singular physical location that is open to the public and situated within the agency's jurisdiction and other requirements are met, including restrictions on remote participation by a member of the legislative body. These circumstances include if a member shows "just cause," including for a childcare or caregiving need of a relative that requires the member to participate remotely. This bill would authorize certain legislative bodies to use alternate teleconferencing provisions similar to the emergency provisions indefinitely and without regard to a state of emergency. The bill would also require a legislative body to provide a record of attendance on its internet website within 7 days after a teleconference meeting, as specified. The bill would define "legislative body" for this purpose to mean a board, commission, or advisory body of a multijurisdictional cross county agency, the membership of which board, commission, or advisory body is appointed and which board, commission, or advisory body is otherwise subject to the act. The bill would also define "multijurisdictional" to mean a legislative body that includes representatives from more than one county, city, city and county, special district, or a joint powers entity.

SB 538 Portantino D (Dist. 25) Department of Transportation: Bicycle Czar.

Location: SENATE TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the Director of Transportation to appoint a Bicycle Czar, to serve as the department's chief advisor on all issues related to bicycle transportation, safety, and infrastructure.

SB 563 Archuleta D (Dist. 30) Air pollution control districts and air quality management districts: independent special districts: funding.

Location: SENATE GOV. & F.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered	20.a
	1st House				2nd House								

Current law provides for the establishment of air pollution control districts and air quality management districts. Current law declares a district a body corporate and politic and a public agency of the state, and prescribes the general powers and duties of a district. Current law authorizes a district to receive funding from specified sources, including, but not limited to, grants, permit fees, and penalties. This bill would designate a district as an independent special district for purposes of receiving state funds or funds disbursed by the state, including federal funds.

SB 614 Blakespear D (Dist. 38) Transportation Development Act.

Location: SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Mills-Alquist-Deddeh Act, also known as the Transportation Development Act, provides for funding of local public transit systems throughout the state, as provided. The act makes legislative findings and declarations in that regard. This bill would make nonsubstantive changes to the legislative findings and declarations of the act.

SB 617 Newman D (Dist. 29) Public contracts: regional transportation agencies: design-build procurement.

Location: SENATE TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes a regional transportation agency to utilize the design-build method of procurement to design and construct projects on or adjacent to the state highway system, including related nonhighway portions of the project, based on either best value or lowest responsible bid. Current law also authorizes a regional transportation agency to utilize the design-build method of procurement, based on either best value or lowest responsible bid, to design and construct projects on expressways that are not on the state highway system if the projects are developed pursuant to an expenditure plan, as specified. This bill would provide that the above-described authorizations to use design-build procurement also include authorization to use progressive design-build procurement, as defined.

SB 649 Hurtado D (Dist. 16) California Endangered Species Act: incidental take permits.

Location: SENATE N.R. & W.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Endangered Species Act requires the Department of Fish and Wildlife to adopt regulations for issuance of incidental take permits. Existing law prohibits the department from issuing an incidental take permit if issuance of the permit would jeopardize the continued existence of the species. Existing law requires the department to make this determination based on the best scientific and other information that is reasonably available, and to include consideration of the species' capability to survive and reproduce, and any adverse impacts of the taking on those abilities in light of (1) known population trends; (2) known threats to the species; and (3) reasonably foreseeable impacts on the species from other related projects and activities. This bill would require the department to make that decision based on a real-time monitoring system, rather than a calendar-based schedule, and to additionally consider the proximity of the species relative to the operation of a facility subject to the permit conditions and the known location of the population relative to the facility subject to the permit.

SB 663 Archuleta D (Dist. 30) California Renewables Portfolio Standard Program: renewable hydrogen.

Location: SENATE E. U., & C.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law establishes the California Renewables Portfolio Standard Program, which requires the Public Utilities

Commission to implement annual procurement targets for the procurement of eligible renewable energy resources which is defined as an electrical generating facility that meets the definition of “renewable electrical generation facility” subject to certain conditions, for all retail sellers, as defined, and requires local publicly owned electric utilities to adopt and implement a renewable energy resources procurement plan to achieve the targets and goals of the program. This bill would include a facility that uses renewable hydrogen, as defined, meeting certain requirements, including a requirement that sellers and purchasers of renewable hydrogen comply with a system for tracking and verifying the use of renewable hydrogen, as a renewable electrical generation facility for purposes of the California Renewables Portfolio Standard Program.

SB 670 Allen D (Dist. 24) State Air Resources Board: vehicle miles traveled: maps.

Location: SENATE E.Q.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the state board, in consultation with the Office of Planning and Research and the Department of Transportation, to develop a methodology for assessing and spatially representing vehicle miles traveled and to develop maps accordingly to display average vehicle miles traveled per capita in the state at the local, regional, and statewide level, as provided. The bill would require the state board to adopt the methodology no later than January 1, 2025, and to publish the maps no later than 6 months after the methodology is adopted. The bill would require the state board to update the methodology and maps at least once every 4 years. The bill would require the state board to make the methodology and the maps publicly available on its internet website. Under certain circumstances, the bill would require the state board, in consultation with the Office of Planning and Research, to provide technical assistance with regard to the usage and interpretation of the statewide map to a local agency requesting assistance.

Position: Watch

SB 672 McGuire D (Dist. 2) State highways: parklets.

Location: SENATE TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the Department of Transportation to establish a standard fee structure for the application and placement of a parklet on a state highway, as specified. The bill would require the department to establish certain standards for the design, installation, and inspection of a parklet on a state highway. The bill would prohibit the department from charging an encroachment permit fee for a parklet. The bill would require the department to comply with federal law in establishing the standard fee structure, authorize the department to adjust the fee schedule to comply with federal law, and require the department to report to the Legislature if it adjusts the fee schedule to comply with federal law, as provided.

SB 677 Blakespear D (Dist. 38) Intercity rail: LOSSAN Rail Corridor.

Location: SENATE TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the LOSSAN Rail Corridor Agency to prioritize and promote climate resiliency in its planning and projects within the LOSSAN Rail Corridor. By adding to the duties of the LOSSAN Rail Corridor Agency, the bill would impose a state-mandated local program.

SB 695 Gonzalez D (Dist. 33) Department of Transportation: state highway system: public data portal.

Location: SENATE APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the Department, beginning November 1, 2024, to annually prepare and make available information and data about activities on the state highway system on a public data portal from the prior fiscal year. The bill would also require the department to prepare and make available, no later than June 30, 2024, data and information about activities on the state highway system on a public data portal covering the period from July 1, 2012, to July 1, 2023. The bill would require the California Transportation Commission to include this data and information in its annual report to the Legislature. The bill would require the department to prepare and make available data and information on a public data portal on planned, pending projects on the state highway system.

SB 706 Caballero D (Dist. 14) Public contracts: progressive design-build: local agencies.

Location: SENATE APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law, until January 1, 2029, authorizes local agencies, defined as any city, county, city and county, or special district authorized by law to provide for the production, storage, supply, treatment, or distribution of any water from any source, to use the progressive design-build process for up to 15 public works projects in excess of \$5,000,000 for each project, similar to the progressive design-build process authorized for use by the Director of General Services. Current law requires 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. Current law requires the design-build entity and its general partners or joint venture members to verify specified information under penalty of perjury. This bill would authorize all cities, counties, city and counties, or special districts to use the progressive design-build process for other projects in addition to water-related projects. The bill would change the required reporting date to no later than December 31, 2028.

SB 710 Durazo D (Dist. 26) Sale of excess state highway property: State Highway Route 710 Terminus.

Location: SENATE TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes the California Transportation Commission to relinquish a portion of State Highway Route 710. This bill would require the department to establish and administer a Terminus Regional Planning Committee, as provided, to meet quarterly and complete and submit a report to the Legislature on the issues of traffic and potential land use related to this portion of Route 710.

SB 747 Caballero D (Dist. 14) Land use: economic development: surplus land.

Location: SENATE GOV. & F.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes a city, county, or city and county, with the approval of its legislative body by resolution after public hearing, to acquire, sell, or lease property in furtherance of the creation of an economic opportunity, as defined. Current law specifies the Legislature's intent regarding those provisions. This bill would authorize a city, county, or city and county, in addition to a sale or lease, to otherwise transfer property to create an economic opportunity. The bill would make related, conforming changes. The bill would additionally state the Legislature's intent is to ensure that residents of the state have access to jobs that allow them to afford housing without the need for public subsidies.

SB 768 Caballero D (Dist. 14) California Environmental Quality Act: vehicle miles traveled: statement of overriding consideration.

Location: SENATE E.Q.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered	20.a
	1st House				2nd House								

The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA prohibits a public agency from approving or carrying out a project for which a certified EIR has identified one or more significant effects on the environment that would occur if the project is approved or carried out unless the public agency finds either (1) changes or alterations have been required in, or incorporated into, the project that mitigate or avoid the significant effects on the environment, (2) those changes or alterations are within the jurisdiction of another public agency and have been, or can and should be, adopted by the other agency, or (3) specific economic, legal, social, technological, or other considerations make infeasible the mitigation measure or alternatives identified in the EIR and the public agency finds that those specific considerations outweigh the significant effects on the environment, commonly known as a statement of overriding consideration. This bill would provide that a public agency, in approving or carrying out a housing development project, as defined, a commercial project, or an industrial project, is not required to issue a statement of overriding consideration for significant effects on the environment identified by a project's vehicle miles traveled or similar metrics if the lead agency has imposed all feasible mitigation measures on the project and it finds no feasible alternatives to the project..

SB 790 Padilla D (Dist. 18) Public records: contracts for goods and services.

Location: SENATE JUD.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Public Records Act requires public records to be open to inspection at all times during the office hours of the state or local agency that retains those records, and provides that every person has a right to inspect any public record, except as provided. The act requires state and local agencies to make public records available upon receipt of a request for a copy that reasonably describes an identifiable record not otherwise exempt from disclosure, and upon payment of fees to cover costs. This bill would provide that any executed contract for the purchase of goods or services by a state or local agency, including the price and terms of payment, is a public record subject to disclosure under the act.

SB 825 Limón D (Dist. 19) Local government: public broadband services.

Location: SENATE GOV. & F.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would add metropolitan planning organizations and regional transportation planning authorities to that list of local government agencies included in the definition of "local agency."

SB 849 Stern D (Dist. 27) Air pollution: emissions from ports.

Location: SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Under existing law, the State Air Resources Board has adopted the Ocean-Going Vessels At Berth Regulation to increase emissions reductions from oceangoing vessels at berth in state ports to provide more air quality and health benefits to the people living and working in and around California's busiest seaports. This bill would state the intent of the Legislature to enact subsequent legislation to reduce emissions at the ports of California.

SBX1 1 Jones R (Dist. 40) Motor vehicle fuel tax: greenhouse gas reduction programs: suspension.

Location: SENATE RLS.

Attachment: Bill Report 3-30-23 (9550 : State Legislative Update)

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	C	20.a
	1st House				2nd House								

The California Global Warming Solutions Act of 2006 requires the State Air Resources Board to adopt rules and regulations to achieve the maximum technologically feasible and cost-effective greenhouse gas emissions reductions to ensure that the statewide greenhouse gas emissions are reduced to at least 40% below the statewide greenhouse gas emissions limit, as defined, no later than December 31, 2030. Pursuant to the act, the state board has adopted the Low Carbon Fuel Standard regulations. The act authorizes the state board to include in its regulation of those emissions the use of market-based compliance mechanisms. Current law requires all moneys, except for fines and penalties, collected by the state board from the auction or sale of allowances as part of a market-based compliance mechanism to be deposited in the Greenhouse Gas Reduction Fund. This bill would suspend the Low Carbon Fuel Standard regulations for one year. The bill would also exempt suppliers of transportation fuels from regulations for the use of market-based compliance mechanisms for one year.

Total Measures: 93

Total Tracking Forms: 93

Minute Action

AGENDA ITEM: 21

Date: May 3, 2023

Subject:

Federal Legislative Update

Recommendation:

Receive and file the April 2023 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 April 12, 2023 regarding President Biden's proposed Fiscal Year 2023 budget, upcoming Congressional Appropriations Committee hearings and SBCTA Congressionally Directed Spending and Community Project Funding requests.

Fiscal Year 2024 Budget and Appropriations Process

On March 9, 2023, President Biden unveiled his Fiscal Year 2024 (FY24) Budget proposal which proposes across-the-board spending increases including a 6.5% increase for non-defense spending and a 3.3% increase for defense spending.

The proposed budget outlines \$6.9 trillion in total federal spending in FY24, when factoring in mandatory government spending, and projects, a spending deficit of \$1.8 trillion. For domestic discretionary spending, the budget would provide \$886.4 billion in defense spending, up \$28 billion from Fiscal Year 2023 (FY23), and \$809.1 billion for non-defense spending, an increase of \$49.2 billion compared to FY23.

President Biden's budget proposal also proposes several tax increases on investors and top-earning Americans, including raising corporate tax rates to 28% from 21% and quadrupling the stock buyback tax.

The budget includes \$27.8 billion for the Department of Transportation, a 6.7% increase over FY23 levels, with increased funding intended in part to support passenger and freight rail safety improvements, ensure the accessibility and improvement of national transit systems, invest in waterway and port infrastructure, and rebuild the Federal Aviation Administration (FAA) through hiring new air traffic controllers and updates to the digital infrastructure system the FAA relies on.

The proposal also includes \$39.7 billion for the Department of Justice, an increase of 5.9% compared to FY23, which includes \$4.9 billion in discretionary funds for State and local grants to support public safety efforts throughout the nation, with \$537 million proposed for the COPS Hiring Program, an increase of \$213 million over the FY23 enacted level.

It is important to remember that President Biden's FY24 Budget request is not statute, and Congress is ultimately responsible for all federal spending decisions. Republicans, now in control of the House, have already committed to releasing their own independent budget proposal to offer alternatives to the President's document. Many of the funding increases proposed by President Biden have been deemed 'non-starters' by House Republicans, including increases to nondefense spending and the Internal Revenue Service (IRS).

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

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The release of the President's budget proposal marked the beginning of the FY24 appropriations process, with various Department and Agency heads appearing before the House and Senate Appropriations Committees in late March to discuss their respective portions of the President's budget.

Congressionally Directed Spending (CDS) requests by Senators and Community Project Funding (CPF) requests by House members were due to the Appropriations Committees by the end of March, and Members are required to post their requests online by early April 2023. After the requests are posted online, the House and Senate Appropriations Committees are expected to begin posting draft spending bills for review by Members of Congress ahead of Committee markups.

SBCTA submitted a \$2 million CDS request to Senators Padilla and Feinstein for a Vehicle Miles Travelled Mitigation Bank pilot program, and a \$2 million CPF request to Congressman Obernolte for the US 395 Freight Mobility and Safety project.

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 April 12, 2023.

Responsible Staff:

Otis Greer, Director of Legislative and Public Affairs

Approved
Board of Directors
Date: May 3, 2023

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 22

Date: May 3, 2023

Subject:

Bill Position Recommendation

Recommendation:

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

At their April 12, 2023 meeting, the LPC, on behalf of the San Bernardino County Transportation Authority Board of Directors, adopted the following recommended positions on the current state legislation:

- A. Approve a support position on Senate Bill 617 by Senator Josh Newman, which grants transportation agencies the choice of using the progressive-design build (PDB) contracting method on capital projects where agencies deem it most appropriate.
- B. Approve a support position on Senate Bill 706 by Senator Anna Caballero, which allows local agencies to use PDB for non-water projects, maintaining the 15-project limit and \$5 million cost threshold, allowing public agencies to complete public works projects better suited to the public’s needs, do so more quickly and at a lower cost
- C. Approve a support position on Assembly Bill 400 by Assemblywoman Blanca Rubio, which would permanently extend existing statutory authority for local governments to use the design-build procurement process.

Background:

The Legislative Policy Committee approved support positions on the following bills at their April 12, 2023 committee meeting:

Senate Bill (SB) 617 (Newman)

Regional Transportation Agencies: progressive design-build procurement

Current California statute places explicit limits on the types of contracting models which public agencies are permitted to utilize in the construction of infrastructure projects, most commonly requiring agencies use the design-bid-build contracting method. Although this contracting model can reliably produce successful results for projects which are limited in scope or are unlikely to see substantial design changes, this traditional contracting model often results in longer delivery timelines and exposes agencies to substantial risk and liability for design modifications, delays and cost overruns.

As a consequence, many public agencies have increasingly turned to other contracting models, design-build and progressive-design build (PDB), in order to expedite project delivery, increase cost efficiencies, and minimize risk. However, with the exception of the Los Angeles County Metropolitan Transportation Authority, other California transportation agencies are still required to seek and receive legislative approval for utilization of the PDB contracting method for

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

developing capital projects, such as the construction of new rapid transit lines and other major road improvement projects.

Unlike traditional design-build, PDB offers agencies the opportunity to bring on the design and construction teams at the earliest possible stage of the project. Such ‘front-loaded’ collaboration between the agency, the design team, and the construction team allows for increased coordination, which reduces overall risk, costs, and schedules. Further, PDB affords agencies the ability to negotiate a fixed price for construction (often referred to as the Guaranteed Maximum Price) which limits the agency’s liability for costly design modifications, thereby shifting the burden for prospective cost overruns to the contractor rather than the taxpayer. The concurrent efficiencies associated with PDB are particularly well suited to the planning, design, and construction of complex capital projects. PDB authority is currently only authorized in limited situations under state statute – specifically for certain water projects and projects undertaken by the Department of General Services.

This bill:

SB 617 by Senator Josh Newman will grant transportation agencies the choice of using the PDB contracting method on capital projects where agencies deem it most appropriate.

Staff Recommendation:

San Bernardino County Transportation Authority (SBCTA) staff is recommending a support position on SB 617. Per the SBCTA 2023-2024 State Legislative Platform, the agency supports efforts to “Expand existing innovative project delivery methods (e.g. design-build, construction manager/general contractor), for a broad variety of projects including highways, transit, and local streets and roads.”

Bill text of SB 617 can be found in Attachment A.

Senate Bill (SB) 706 (Caballero)

Local Agencies: progressive design-build procurement

In 2022, Governor Newsom signed SB 991 (Chapter 243, Statutes of 2022) by Senator Josh Newman (D-Fullerton), which authorized cities, counties, and special districts to use the progressive design-build (PDB) project delivery process for up to 15 public works projects in excess of \$5 million each for projects that treat, pump, store, or convey water, wastewater, recycled water, advanced treated water or supporting facilities.

This bill:

SB 706 by Senator Anna Caballero, sponsored by the California State Association of Counties, allows local agencies to use PDB for non-water projects, maintaining the 15-project limit and \$5 million cost threshold. This will allow public agencies to complete public works projects better suited to the public’s needs, do so more quickly and at a lower cost.

Staff Recommendation:

San Bernardino County Transportation Authority (SBCTA) staff is recommending a support position on SB 706. Per the SBCTA 2023-2024 State Legislative Platform, the agency supports efforts to “Expand existing innovative project delivery methods (e.g. design-build, construction manager/general contractor), for a broad variety of projects including highways, transit, and local streets and roads.”

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Bill text of SB 706 can be found in Attachment B.

Assembly Bill (AB) 400 (Rubio)

Local Agencies: design-build procurement

Current law allows most counties, cities and other local agencies to use the design-build (DB) procurement process for specified public works projects in excess of \$1 million using either a low bid or best value process. The authorizing legislation included a sunset date of January 1, 2025.

This bill:

AB 400 by Assemblywoman Blanca Rubio, sponsored by the California State Association of Counties (CSAC), would permanently extend existing statutory authority for local governments to use the design-build procurement process. Making the existing design-build authority permanent will provide more certainty for counties and local governments to plan, fund and complete pending and future projects.

Staff Recommendation:

San Bernardino County Transportation Authority (SBCTA) staff is recommending a support position on AB 400. Per the SBCTA 2023-2024 State Legislative Platform, the agency supports efforts to "Expand existing innovative project delivery methods (e.g. design-build, construction manager/general contractor), for a broad variety of projects including highways, transit, and local streets and roads."

Bill text of AB 400 can be found in Attachment C.

Financial Impact:

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

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Legislative Policy Committee on April 12, 2023.

Responsible Staff:

Otis Greer, Director of Legislative and Public Affairs

Approved
Board of Directors
Date: May 3, 2023

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

ATTACHMENT A

SENATE BILL

No. 617

Introduced by Senator Newman

February 15, 2023

An act to amend Section 6821 of the Public Contract Code, relating to public contracts.

LEGISLATIVE COUNSEL'S DIGEST

SB 617, as introduced, Newman. Public contracts: regional transportation agencies: design-build procurement.

Existing law authorizes a regional transportation agency to utilize the design-build method of procurement to design and construct projects on or adjacent to the state highway system, including related nonhighway portions of the project, based on either best value or lowest responsible bid. Existing law also authorizes a regional transportation agency to utilize the design-build method of procurement, based on either best value or lowest responsible bid, to design and construct projects on expressways that are not on the state highway system if the projects are developed pursuant to an expenditure plan, as specified.

This bill would provide that the above-described authorizations to use design-build procurement also include authorization to use progressive design-build procurement, as defined.

Vote: majority. Appropriation: no. Fiscal committee: no. State-mandated local program: no.

The people of the State of California do enact as follows:

- 1 SECTION 1. Section 6821 of the Public Contract Code is
- 2 amended to read:
- 3 6821. (a) The department may utilize the design-build method
- 4 of procurement for up to 10 projects, and an additional 6 projects

1 per fiscal year in the 2022–23 and 2023–24 fiscal years, on the
2 state highway system, based on either best value or lowest
3 responsible bid.

4 (b) A regional transportation agency may utilize the design-build
5 method of ~~procurement~~ *procurement, including progressive*
6 *design-build procurement*, to design and construct projects on or
7 adjacent to the state highway system, including related nonhighway
8 portions of the project, based on either best value or lowest
9 responsible bid. A regional transportation agency and the
10 department shall enter into a cooperative agreement reflecting the
11 roles and responsibilities assigned by law for a project on or
12 interfacing with the state highway system authorized under this
13 subdivision. The cooperative agreement shall also include the
14 requirement to develop a mutually agreed upon issue resolution
15 process with a primary objective to ensure the project stays on
16 schedule and issues between the parties are resolved in a timely
17 manner.

18 (c) (1) A regional transportation agency may utilize the
19 design-build method of ~~procurement~~, *procurement, including*
20 *progressive design-build procurement*, based on either best value
21 or lowest responsible bid, to design and construct projects on
22 expressways that are not on the state highway system if the projects
23 are developed in accordance with an expenditure plan approved
24 by voters as of January 1, 2014.

25 (2) The entity responsible for the maintenance of the local streets
26 and roads within the jurisdiction of the expressway shall be
27 responsible for the maintenance of the expressway.

28 (d) A city, county, or city and county shall not utilize the
29 design-build method of procurement under this chapter. A regional
30 transportation agency shall not utilize the design-build method of
31 procurement on behalf of a city, county, or city and county.

32 (e) The design-build authorization in subdivisions (a) and (b)
33 shall not include the authority to perform construction inspection
34 services for projects on or interfacing with the state highway
35 system, which shall be performed by the department consistent
36 with Section 91.2 of the Streets and Highway Code.

37 (f) (1) Not later than the first day of July that occurs two years
38 after a design-build contract is awarded, and each July 1 thereafter
39 until a project is completed, the department or the regional
40 transportation agency shall submit a report on the progress of the

1 project and compliance with this section to the legislative policy
2 committees having jurisdiction over transportation matters.

3 (2) The requirement of submitting a report imposed under
4 paragraph (1) is inoperative on the first day of July four years after
5 the first report was submitted, pursuant to Section 10231.5 of the
6 Government Code.

7 (3) A report to be submitted pursuant to paragraph (1) shall be
8 submitted in compliance with Section 9795 of the Government
9 Code.

10 (g) *For purposes of this section, “progressive design-build*
11 *procurement” means a project delivery process in which both the*
12 *design and construction of a project are procured from a single*
13 *entity that is selected through a qualifications-based selection at*
14 *the earliest feasible stage of the project.*

ATTACHMENT B

AMENDED IN SENATE MARCH 21, 2023

SENATE BILL

No. 706

Introduced by Senator Caballero

February 16, 2023

An act to amend Sections ~~22170, 22171, 22170~~ and 22172.5 of the Public Contract Code, relating to public contracts.

LEGISLATIVE COUNSEL'S DIGEST

SB 706, as amended, Caballero. Public contracts: progressive design-build: local agencies.

Existing law authorizes the Director of General Services to use the progressive design-build procurement process for the construction of up to 3 capital outlay projects, as jointly determined by the Department of General Services and the Department of Finance, and prescribes that process. Existing law defines "progressive design-build" as a project delivery process in which both the design and construction of a project are procured from a single entity that is selected through a qualifications-based selection at the earliest feasible stage of the project.

Existing law, until January 1, 2029, authorizes local agencies, defined as any city, county, city and county, or special district authorized by law to provide for the production, storage, supply, treatment, or distribution of any water from any source, to use the progressive design-build process for up to 15 public works projects in excess of \$5,000,000 for each project, similar to the progressive design-build process authorized for use by the Director of General Services.

Existing law requires 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. Existing law requires the design-build entity and its general partners or joint venture members to verify specified information under penalty of perjury.

This bill ~~would remove the 15 project maximum and~~ would authorize all cities, counties, city and counties, or special districts to use the progressive design-build process for other projects in addition to water-related projects. The bill would change the required reporting date to no later than December 31, 2028.

By expanding the projects that may use the progressive design-build process and thus expanding the crime of perjury, the bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: yes.

The people of the State of California do enact as follows:

- 1 SECTION 1. Section 22170 of the Public Contract Code, ~~as~~
2 ~~added by Section 1 of Chapter 243 of the Statutes of 2022,~~ is
3 amended to read:
- 4 22170. For purposes of this chapter, the following definitions
5 apply:
- 6 (a) (1) “Best value” means a value determined by evaluation
7 of objective criteria that may include, but are not limited to, price,
8 features, function, life-cycle costs, experience, and past
9 performance.
- 10 (2) A best value determination may involve the selection of the
11 lowest cost proposal meeting the interests of the local agency and
12 the objectives of the project.
- 13 (b) “Construction subcontract” means each subcontract awarded
14 by the design-build entity to a subcontractor that will perform work
15 or labor or render service to the design-build entity in or about the
16 construction of the work or improvement, or a subcontractor
17 licensed by the State of California that, under subcontract to the
18 design-build entity, specially fabricates and installs a portion of

1 the work or improvement according to detailed drawings contained
2 in the plans and specifications produced by the design-build team.

3 (c) “Design-build entity” means a corporation, limited liability
4 company, partnership, joint venture, or other legal entity that is
5 able to provide appropriately licensed contracting, architectural,
6 and engineering services as needed pursuant to a design-build
7 contract.

8 (d) “Design-build project” means any project using the
9 progressive design-build construction procurement process
10 described in this chapter.

11 (e) “Design-build team” means the design-build entity itself
12 and the individuals and other entities identified by the design-build
13 entity as members of its team. Members shall include the general
14 contractor and, if utilized in the design of the project, all electrical,
15 mechanical, and plumbing contractors.

16 (f) “Guaranteed maximum price” means the maximum payment
17 amount agreed upon by the local agency and the design-build entity
18 for the design-build entity to finish all remaining design,
19 preconstruction, and construction activities sufficient to complete
20 and close out the project.

21 (g) “Local agency” means a city, county, city and county, or
22 special district.

23 (h) “Progressive design-build” means a project delivery process
24 in which both the design and construction of a project are procured
25 from a single entity that is selected through a qualifications-based
26 selection at the earliest feasible stage of the project.

27 (i) “Qualifications-based selection” means the process by which
28 the local agency solicits for services from the design-build entities
29 and that price is not the sole factor as the basis of award.

30 ~~SEC. 2. Section 22171 of the Public Contract Code, as added~~
31 ~~by Section 1 of Chapter 243 of the Statutes of 2022, is amended~~
32 ~~to read:~~

33 ~~22171. A local agency may procure progressive design-build~~
34 ~~contracts and use the progressive design-build contracting process~~
35 ~~described in this chapter for public works projects in excess of~~
36 ~~five million dollars (\$5,000,000) for each project.~~

37 ~~SEC. 3.~~

38 ~~SEC. 2. Section 22172.5 of the Public Contract Code, as added~~
39 ~~by Section 1 of Chapter 243 of the Statutes of 2022, is amended~~
40 ~~to read:~~

22172.5. (a) Notwithstanding Section 10231.5 of the Government Code, no later than December 31, 2028, a local agency that uses the progressive design-build process pursuant to this chapter shall submit to the appropriate policy and fiscal committees of the Legislature a report on the use of the progressive design-build process.

(b) The report shall include, but is not limited to, the following information:

(1) A description of the project or projects awarded using the progressive design-build process.

(2) The contract award amounts.

(3) The design-build entities awarded the project or projects.

(4) A description of any written protests concerning any aspect of the solicitation, bid, or award of the contracts, including the resolution of the protests.

(5) A description of the prequalification process.

(6) The number of specialty subcontractors listed by construction trade type, on each project, that provided design services, but did not meet the target price for their scope of work, and therefore did not perform construction services on that project.

(7) Whether or not any portion of a design prepared by the specialty subcontractor that did not perform the construction work for that design was used by the local agency.

(8) The number of specialty subcontractors listed by construction trade type, on each project, that meet the definition of a small business, as specified in paragraph (1) of subdivision (d) of Section 14837 of the Government Code.

(9) The number of specialty subcontractors listed by construction trade type, on each project, that meet the definition of a microbusiness, as specified in paragraph (2) of subdivision (d) of Section 14837 of the Government Code.

(10) If a project awarded under this chapter has been completed, an assessment of the project performance, including, but not limited to, a summary of any delays or cost increases.

(c) The report submitted pursuant to subdivision (a) shall be submitted in compliance with Section 9795 of the Government Code.

~~SEC. 4.~~

SEC. 3. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because

1 the only costs that may be incurred by a local agency or school
2 district will be incurred because this act creates a new crime or
3 infraction, eliminates a crime or infraction, or changes the penalty
4 for a crime or infraction, within the meaning of Section 17556 of
5 the Government Code, or changes the definition of a crime within
6 the meaning of Section 6 of Article XIII B of the California
7 Constitution.

ATTACHMENT C

CALIFORNIA LEGISLATURE—2023–24 REGULAR SESSION

ASSEMBLY BILL

No. 400

Introduced by Assembly Member Blanca Rubio

February 2, 2023

An act to repeal Section 22169 of the Public Contract Code, relating to public contracts.

LEGISLATIVE COUNSEL'S DIGEST

AB 400, as introduced, Blanca Rubio. Local agency design-build projects: authorization.

Existing law authorizes local agencies, as defined, to use the design-build procurement process for specified types of projects, as prescribed. Existing law, among other requirements for the design-build procurement process, requires specified information submitted by a design-build entity to be certified under penalty of perjury. These provisions authorizing the use of the design-build procurement process are repealed on January 1, 2025.

This bill would remove the January 1, 2025, repeal date, thereby making these provisions operative indefinitely. By extending the design-build authorization, the bill would expand the crime of perjury, thereby imposing a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: yes.

The people of the State of California do enact as follows:

1 SECTION 1. Section 22169 of the Public Contract Code is
2 repealed.
3 ~~22169. This chapter shall remain in effect only until January~~
4 ~~1, 2025, and as of that date is repealed.~~
5 SEC. 2. No reimbursement is required by this act pursuant to
6 Section 6 of Article XIII B of the California Constitution because
7 the only costs that may be incurred by a local agency or school
8 district will be incurred because this act creates a new crime or
9 infraction, eliminates a crime or infraction, or changes the penalty
10 for a crime or infraction, within the meaning of Section 17556 of
11 the Government Code, or changes the definition of a crime within
12 the meaning of Section 6 of Article XIII B of the California
13 Constitution.

Minute Action

AGENDA ITEM: 23

Date: May 3, 2023

Subject:

Update on the Freeway Service Patrol Program and 2022 Freeway Service Patrol Driver Recognition Awards

Recommendation:

Receive information pertaining to the Freeway Service Patrol (FSP) Program in San Bernardino County and acknowledge the 2022 FSP Driver Awards.

Background:

The San Bernardino County Transportation Authority (SBCTA) began its Freeway Service Patrol (FSP) Program in Fiscal Year (FY) 2005/2006. FSP consists of a fleet of tow trucks that travel on selected San Bernardino County freeways during peak periods of congestion to assist motorists with their disabled vehicles. The designated segment of highway that the tow trucks patrol up and down is referred to as a “Beat.” Over the years, the FSP program has demonstrated many benefits to the motoring public by reducing the amount of time a motorist is in an unsafe condition, reducing traffic congestion, as well as decreasing fuel consumption, vehicle emissions, and secondary incidents. SBCTA began FSP operations in January 2006, and now has nine (9) separate Beats in operation covering more than 98 centerline miles. The services are provided Monday through Friday in two separate shifts to accommodate peak traffic hours: One from 5:30 a.m. to 9:00 a.m. and the other from 2:00 p.m. to 7:00 p.m. On Fridays, the afternoon shift starts at 12:00 p.m. FSP also operates in select areas on Saturdays and Sundays from 10:00 a.m. to 6:00 p.m. The weekday service areas are as follows:

- Beat 5: State Route (SR) 60 Reservoir Street (Los Angeles County Line) to Milliken Avenue
- Beat 9: Interstate 10 (I-10) Indian Hill (Los Angeles County Line) to Haven Avenue
- Beat 10: I-10 Haven Avenue to Sierra Avenue
- Beat 11: I-10 Sierra Avenue to Waterman Avenue
- Beat 14: Interstate 215 (I-215) Center Street (Riverside County Line) to Devore Road
- Beat 23: Interstate 15 (I-15) Jurupa Street (Riverside County Line) to Sierra Avenue
- Beat 27: I-15 Sierra Avenue to Oak Hill Road
- Beat 29: I-10 Waterman Avenue to Yucaipa Boulevard
- Beat 31 : SR 210 from Los Angeles County line to Citrus Avenue

Since the program’s inception, the FSP Program has assisted more than 940,000 motorists on San Bernardino County highways. The assists include services such as a flat tire change, a battery jump-start, providing a gallon of fuel, and performing driver safety checks, which is when a FSP Driver will check on a vehicle that is parked alongside the freeway to see if the motorist, if available, is in need of assistance and provides information on the FSP program. FSP Tow Drivers can also help a motorist when they have accidentally locked their keys in the car while stopped along the freeway.

In the 2022 calendar year, FSP Tow Drivers in San Bernardino County assisted more than 83,000 stranded motorists. The chart below lists the assists by type (Monday – Friday operations and weekend service):

Entity: San Bernardino County Transportation Authority

Assist Type	2022 Count
ABANDONED	4,818
ACCIDENT	7,452
IN LANE DEBRIS REMOVAL	3,134
ELECTRICAL PROBLEM	1,310
FLAT TIRE	8,591
DRIVER SAFETY CHECK	40,890
LOCKED OUT	11
MECHANICAL PROBLEM	10,042
OUT OF GAS	4,107
OVERHEATED	2,595
VEHICLE FIRE	60
Total	83,010

In addition, SBCTA has provided construction FSP services in construction zones outside of FSP Beat areas or outside of the normal service hours. In 2022 Construction Freeway Service Patrol (CFSP) weekday and weekend services from 7:00 am to 7:00 pm were provided for the Caltrans Victorville Oak Hill Road to Bear Valley Road Project. SBCTA, California Department of Transportation (Caltrans), and California Highway Patrol (CHP) coordinated these efforts. The FSP Program has received almost 1,050 survey comments from motorists that have been assisted by our FSP Drivers. Overall, 99.5% rated their experience as excellent or good.

For the past 11 years, SBCTA has recognized outstanding drivers for their excellence in assisting the motoring public. This year the FSP Program recognized: one (1) Top Driver, two (2) Drivers of Excellence, one (1) People's Choice Award and one (1) Rookie of the Year.

Top Driver and Driver of Excellence awards are based on the following criteria:

1. The driver must perform a minimum of 1,200 assists in the prior calendar year.
2. The driver must not have any "write-ups" during the period (occurs when a driver does not follow FSP procedures).
3. The driver must not have more than one "late arrival" when starting their "Beat".
4. The driver's accuracy rating when entering assist data into the data device must be high.
5. The driver received numerous compliments from the motorists they assisted.

People's Choice Award criteria:

1. The driver must perform a minimum of 1,200 assists in the prior calendar year.
2. The driver must not have any "write-ups" during the period (occurs when a driver does not follow FSP procedures).
3. The driver must not have more than one "late arrival" when starting their "Beat".
4. The driver received the highest number of positive customer surveys within the calendar year.

Rookie of the Year criteria:

1. The driver has less than one year of service but can be in their 4th quarter of the prior calendar year.
2. The driver must not have any "write-ups" during the period (occurs when a driver does not follow FSP procedures).
3. Ranks the highest among all Rookie statistics.
4. Performed excellent service in his/her first year as an FSP driver.

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The following drivers were recognized at the March 15, 2023 and March 22, 2023 FSP quarterly drivers meeting by SBCTA FSP program management, CHP, and their peers for their outstanding efforts, high-level of professionalism, and the excellent customer service they provided to stranded motorists along San Bernardino County freeways:

- **Top Driver – David Camberos of Pepe’s Towing.** David has been with the San Bernardino FSP Program for ten (10) years and assisted 1,528 motorists during the 2022 calendar year.
- **Driver of Excellence – Robert Stutz of Pepe’s Towing.** Robert has been with the San Bernardino FSP Program for four (4) years and assisted 2,922 motorists during the 2022 calendar year.
- **Driver of Excellence – Dominic Cloy of Royal Coaches Towing.** Dominic has been with the San Bernardino FSP Program for almost one (1) year and assisted 1,322 motorists during the 2022 calendar year.
- **People’s Choice Award – Mario Gomez of Royal Coaches Towing.** Mario has been with the San Bernardino FSP Program for almost two (2) years and assisted 3,029 motorists during the 2022 calendar year.
- **Rookie of the Year – Adrian Cotton, was with Pepe’s Towing, now working with Coastal Pride Towing (RCTC contractor).** Adrian was with the San Bernardino FSP Program for almost one (1) year and assisted 1,139 motorists during the 2022 calendar year.

These drivers are scheduled to be introduced at the May 3, 2023 SBCTA Board of Directors meeting and recognized for their outstanding efforts, high-level of professionalism, and excellent customer service they provided to stranded motorists along San Bernardino County freeways.

Financial Impact:

This item has no financial impact on the Fiscal Year 2022/2023 Budget. The San Bernardino County FSP Program receives an annual allocation from the State of California to implement FSP services, which is matched 20% by local revenues.

Reviewed By:

This item was received by the General Policy Committee on April 12, 2023.

Responsible Staff:

Cheryl Chesnut, Energy Project Manager

Approved
Board of Directors
Date: May 3, 2023

Witnessed By:

Minute Action

AGENDA ITEM: 24

Date: May 3, 2023

Subject:

Sole Source Contract No. 23-1002872 with Mobile Relay Associates, LLC for Freeway Service Patrol Services

Recommendation:

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

A. Find that it is in the best interest of the agency to award **Sole Source** Contract No. 23-1002872 to Mobile Relay Associates, LLC, to provide Freeway Service Patrol (FSP) Radio Services, per SBCTA Contracting and Procurement Policy No. 11000, VI.4. During the joint Request for Information (RFI) process with the Riverside County Transportation Commission (RCTC), it was determined that the most efficient and cost effective way to continue delivering FSP radio service for both counties would be to continue with Mobile Relay Associates, LLC. Mobile Relay Associates, LLC has the radio towers that are specifically needed in order to provide the required coverage for the Inland Empire FSP Program.

B. Approve **Sole Source** Contract No. 23-1002872 with Mobile Relay Associates, LLC, to provide FSP Radio Services, with a not-to-exceed amount of \$156,000 for the time period of July 1, 2023 through June 30, 2026. This contract end date keeps the RCTC and SBCTA contracts in sync.

Background:

On June 14, 2016, the Executive Director authorized the release of Request for Proposals (RFP) No. 16-1001521 for a joint RFP release with the Riverside County Transportation Commission (RCTC) for Freeway Service Patrol (FSP) Program digital radio system and equipment. The purpose of the RFP was to seek proposals from qualified firms to provide reliable communications between FSP drivers and California Highway Patrol (CHP) dispatch for field operations within the counties of San Bernardino and Riverside. Mobile Relay Associates, LLC was the recommended awardee for this procurement, based on this firm's experience in the industry, reliability of coverage, and price.

In October 2019, the Executive Director approved Option Year No. 1. In October 2020, the Executive Director approved Option Year No. 2. In September 2021, there was an extension granted and the approval of the five (5) year waiver, in accordance with San Bernardino County Transportation Authority (SBCTA) Contracting and Procurement Policy 11000 (Section V.C.3.e.iii).

In August 2021, the RCTC issued a Request for Information (RFI) for a two-way radio communication system for the FSP program. During the RFI process it was determined that the most time efficient and cost effective way to ensure no service disruption of FSP radio service would be to continue with Mobile Relay Associates, LLC. Mobile Relay Associates, LLC has the radio towers that are specifically needed in order to provide the required coverage for the Inland Empire FSP Program. Their radio tower system allows for the Inland Empire FSP drivers, Inland Empire FSP CHP Officers and the CHP Dispatch for the Inland and San Diego Communication Centers to communicate effectively with one another over the San Bernardino

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

May 3, 2023

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and Riverside FSP radio system. Furthermore, it is also essential for safety measures and effective oversight that the FSP radio communication services be on the same radio frequency over the entire Inland Empire region.

Therefore, a competitive process was not completed for procurement of these services. Mobile Relay Associates, LLC has provided FSP Radio services since 2016, and has demonstrated detailed and specialized knowledge for these crucial and essential telecommunication services. Mobile Relay Associates, LLC has also consistently delivered excellent and reliable support services. Staff believes that it is in the best interest of SBCTA to maintain the same vendor for this service and recommends approval of this sole source contract.

Proceeding with a sole source procurement is allowed under the SBCTA Contracting and Procurement Policy No. 11000, VI.4. Uniformity Exception for technology related procurements. This decision is based on the unique qualifications, technological support, and the abilities of the recommended firm to ensure consistent FSP Radio communication support, which is critical to FSP Tow Operations communications and oversight.

Staff recommends the approval of Sole Source Contract No. 23-1002872, with Mobile Relay Associates, LLC to provide FSP Radio Services. Based on the information outlined above, it is in SBCTA's best interest to proceed with Mobile Relay Associates, LLC, as the Consultant is preeminently positioned to perform the work and they have the specific qualifications and the unique knowledge so that the essential and crucial FSP radio communication services may continue without interruption.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Proposed Budget. It does not affect the Fiscal Year 2022/2023 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 12, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft contract.

Responsible Staff:

Cheryl Chesnut, Energy Project Manager

Approved
Board of Directors
Date: May 3, 2023

Witnessed By:

General Contract Information

Contract No: 23-1002872 Amendment No.: _____
 Contract Class: Payable Department: Air Quality and Mobility
 Vendor No.: 03248 Vendor Name: Mobile Relay Associates, LLC/Raycom
 Description: Freeway Service Patrol (FSP) Radio Communication Services

List Any Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	156,000.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	156,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	156,000.00

Contract Authorization

Board of Directors _____ Date: 05/03/2023 Board _____ Item # 9535

Contract Management (Internal Purposes Only)

Other Contracts _____ Sole Source? Yes _____ N/A _____
 State/Local _____ Freeway Service Patrol _____ N/A _____

Accounts Payable

Estimated Start Date:				07/01/2023			Expiration Date:				06/30/2026			Revised Expiration Date:			
NHS:		N/A		QMP/QAP:		N/A		Prevailing Wage:		N/A							
								Total Contract Funding:		Total Contingency:							
Fund		Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	156,000.00	\$	-					
GL:	2810	15	0704	0000	52001	42212001		DMV Safe		31,200.00		-					
GL:	2702	15	0704	0170	52001	42217714		21-1002615 FSP21SB1-6507(026)		15,600.00		-					
GL:	2702	15	0704	0171	52001	42217714		21-1002615 FSP21SB1-6507(026)		15,600.00		-					
GL:	2702	15	0704	0170	52001	42217716		22-1002726 FSP22SB1-6507(032)		15,600.00		-					
GL:	2702	15	0704	0171	52001	42217716		22-1002726 FSP22SB1-6507(032)		15,600.00		-					
GL:	2702	15	0704	0170	52001	42217718		23-1002900 FSP23SB1-6507 (038)		15,600.00		-					
GL:	2702	15	0704	0171	52001	42217718		23-1002900 FSP23SB1-6507 (038)		15,600.00		-					
GL:	2820	15	0704	0000	52001	42213017		22-100748 FSP 22-6507 (030)		15,600.00		-					
GL:	2820	15	0704	0000	52001	42213018		23-1002876 FSP 23-6507 (036)		15,600.00		-					
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GL:										-		-					
GL:										-		-					

Cheryl Chesnut

Project Manager (Print Name)

Steven Smith

Task Manager (Print Name)

Additional Notes:

Attachment: CSS - 23-1002872 (9535 : Contract No. 23-1002872 with Mobile Relay Associates, LLC for Freeway Service Patrol Services)

CONTRACT NO. 23-1002872**BY AND BETWEEN****SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY****AND****MOBILE RELAY ASSOCIATES, LLC****FOR****SBCTA FREEWAY SERVICE PATROL (FSP) RADIO SUPPORT
TELECOMMUNICATION 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 Mobile Relay Associates, LLC ("CONSULTANT"), whose address is 15330 Vermont Ave. Paramount, CA 90723. SBCTA and CONSULTANT are each a "Party" and are collectively the "Parties".

RECITALS:

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

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

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

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK

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

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

ARTICLE 2. CONTRACT TERM

The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA's Procurement Analyst, and shall continue in full force and effect through June 30, 2026 unless otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any Work performed or costs incurred prior to issuance of the NTP.

ARTICLE 3. COMPENSATION

- 3.1 Total compensation to CONSULTANT for full and complete performance of the Scope of Work, identified herein and, in compliance with all the terms and conditions of this Contract, shall be on a Time & Materials basis for all obligations incurred in, or application to, CONSULTANT's performance of Work, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by SBCTA) shall not exceed the amount set forth in section 3.2 below.
- 3.2 The total Contract Not-To-Exceed Amount is One Hundred Fifty Six Thousand Dollars (\$156,000). All Work provided under this Contract is to be performed as set forth in Exhibit A "Scope of Work", and shall be reimbursed pursuant to Exhibit B "Price Proposal for Time and Materials". The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amounts identified in Exhibit B. Any travel expenses must be pre-approved by SBCTA and shall be reimbursed for per diem expenses at a rate not to exceed the currently authorized rates for state employees under the State Department of Personnel Administration rules. SBCTA will not reimburse CONSULTANT for any expenses not shown in Exhibit B or agreed to and approved by SBCTA as required under this Contract.
- 3.3 INTENTIONLLY OMITTED
- 3.4 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Contract shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.
- 3.4.1 CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

- 3.4.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31, or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be repaid by CONSULTANT to SBCTA.
- 3.5 Any Work provided by CONSULTANT not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be CONSULTANT's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.
- 3.6 All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE 4. INVOICING

- 4.1 Payment to CONSULTANT as provided herein shall be payable in four (4) week billing period payments, forty-five (45) calendar days after receipt of an acceptable invoice by SBCTA of an invoice prepared in accordance with instructions below. Payment shall not be construed to be an acceptance of Work.
- 4.2 CONSULTANT shall prepare invoices in a form satisfactory to and approved by SBCTA, which shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a four-week billing period and will be marked with SBCTA'S contract number, description and task order number, if applicable. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice except for the month of June, which will require the invoice to be submitted by July 10th. Invoices shall include request for payment for Work (including additional services authorized by SBCTA) completed by CONSULTANT during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT's sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCTA has received and approved all Work and deliverables. Invoices should be e-mailed to SBCTA at the following address:

ap@gosbeta.com

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

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

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

ARTICLE 5. TAXES, DUTIES AND FEES

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

ARTICLE 6. AVAILABILITY OF FUNDS

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

ARTICLE 7. PERMITS AND LICENSES

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

ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

- 8.1 CONSULTANT shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer. CONSULTANT shall provide SBCTA, the California State Auditor, or other authorized representatives of SBCTA access to Consultants' records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONSULTANT further agrees to maintain separate records for costs of Work performed by amendment. CONSULTANT shall allow SBCTA and its representatives or agents to reproduce any materials as reasonably necessary.
- 8.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA and/or any state or federal agency funding this Work at any time. After CONSULTANT receives any audit recommendations, the cost or price proposal shall be adjusted by CONSULTANT and approved by SBCTA's Project Manager to conform to the audit recommendations. CONSULTANT agrees that individual items of cost identified in the audit report may be incorporated into the Contract at SBCTA's sole discretion. Refusal by CONSULTANT to incorporate the audit or post award recommendations will be considered a breach of the Contract and cause for termination of the Contract. Any dispute concerning the audit findings of this Contract shall be reviewed by SBCTA's Chief Financial Officer. CONSULTANT may request a review by submitting the request in writing to SBCTA within thirty (30) calendar days after issuance of the audit report
- 8.3 Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE 9. RESPONSIBILITY OF CONSULTANT

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

ARTICLE 10. REPORTING AND DELIVERABLES

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

ARTICLE 11. TECHNICAL DIRECTION

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

- 11.2.7 Approves any demand or claims for additional payment.
- 11.3 Failure of CONSULTANT and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the provisions of the "DISPUTES" Article herein.
- 11.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.
- 11.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in sections 11.2.1 through 11.2.7 above, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from CONSULTANT, SBCTA shall:
- 11.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of CONSULTANT's letter that the Technical Direction is or is not within the scope of this Contract.
- 11.5.2. Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

ARTICLE 12. CHANGES

- 12.1 The Work shall be subject to changes by additions, deletions, or revisions made by SBCTA. CONSULTANT will be advised of any such changes by written notification from SBCTA describing the change. This notification will not be binding on SBCTA until SBCTA's Awarding Authority has approved an amendment to this Contract.
- 12.2 Promptly after such written notification of change is given to CONSULTANT by SBCTA, the Parties will attempt to negotiate a mutually agreeable adjustment to compensation or time of performance, and amend the Contract accordingly.

ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY

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

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

ARTICLE 14. CONFLICT OF INTEREST

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

ARTICLE 15. KEY PERSONNEL

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

Name	Job Classification/Function
Mark J. Abrams	President
Dave Peters	Network Manager
Mark Lidikay	IT Manager
Joyce Barishman	Sales Manager

ARTICLE 16. REPRESENTATIONS

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

ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

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

ARTICLE 18. TERMINATION

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

- 18.1.1 CONSULTANT shall deliver to SBCTA all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.
- 18.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
- 18.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.
- 18.2 Termination for Cause - In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONSULTANT, or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its subconsultants related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the deliverables and finished Work by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, of the same or any other provision, nor be deemed to waive, amend, or modify any term of this Contract.
- 18.2.1 CONSULTANT shall deliver to SBCTA all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA within ten (10) working days of said notice.
- 18.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONSULTANT be entitled to any payment for prospective profits or any damages because of such termination.

ARTICLE 19. STOP WORK ORDER

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

ARTICLE 20. CLAIMS

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

ARTICLE 21. INSURANCE

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

21.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than \$1,000,000 per claim
- An annual aggregate limit of not less than \$3,000,000
- Coverage shall be appropriate for the CONSULTANT’S profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT’S professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.
- If Coverage is on a claims made basis:
 - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.

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

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

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

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

- Consultant shall maintain commercial general liability(CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$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.
 - \$7,000,000 per occurrence limit for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury
- If a general aggregate applies, it shall apply separately to this project/location. The contract no. and brief explanation of the project/work must be indicated under “Description of Operations/Locations” (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an “occurrence” form. “Claims made” and “modified occurrence” forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

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

- Each occurrence limit: \$7,000,000
- General aggregate limit: \$7,000,000
- Personal injury and advertising limit \$1,000,000

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

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

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

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

21.1.5 Commercial Auto. The policy must include the following:

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

21.1.6 Pollution Liability - Intentionally Omitted

21.1.7 Technology Professional Liability Errors and Omissions Insurance – Intentionally Omitted

21.1.8 Railroad Protective Liability- Intentionally Omitted

21.2. General Provisions

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

21.2.2 Additional Insured Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name San Bernardino County Transportation Authority and its officers, directors, members, employees, and agents, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability, but shall allow coverage for SBCTA to the full extent provided by the policy.

21.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be

executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.

- 21.2.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-CONSULTANTS to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. Without SBCTA's Risk Manager's expressed written approval no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The CONSULTANT's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any CONSULTANT's deductible or SIR.
- 21.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant, with the exception of Professional Liability and Worker's Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13, to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 21.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express

waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.

- 21.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at insurance@gosbcta.com, to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.
- 21.2.8 Non-Limitation of Insurance Requirements - The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the CONSULTANT's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the CONSULTANT shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the CONSULTANT is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the CONSULTANT arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Subcontractor. The CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.
- 21.2.9 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under

the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

- 21.2.10 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 21.2.11 Project Specific Insurance – Intentionally Omitted
- 21.2.12 No Representations or Warranties - SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONSULTANT against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.
- 21.2.13 Review of Coverage – SBCTA may at any time review the coverage, form, and amount of insurance required under this contract, and may require the CONSULTANT to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk that exists at that time. SBCTA may change the insurance coverages and limits required under this contract by notice to the CONSULTANT, whereupon the CONSULTANT will, within sixty (60) days of such notice date, procure the additional and/or modified insurance coverages. Upon such change any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Contract amendment.
- 21.2.14 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultant(s) to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.
- 21.2.15 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.
- 21.2.16 Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 22. INDEMNITY

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

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

22.2 For all other Work and obligations, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, SBCTA's Entities and their authorized officers, employees, agents and volunteers ("Indemnitees"), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by SBCTA on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CONSULTANT's indemnification obligation applies to SBCTA's "active" as well as "passive" negligence, but does not apply to SBCTA's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

ARTICLE 23. ERRORS AND OMISSIONS

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

ARTICLE 24. OWNERSHIP OF DOCUMENTS

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

ARTICLE 25. SUBCONTRACTS

- 25.1 CONSULTANT shall not subcontract performance of all or any portion of Work under this Contract, except to those subconsultants listed in CONSULTANT's proposal, without first notifying SBCTA in writing of the intended subcontracting and obtaining SBCTA's written approval of the subcontracting and the subconsultant. The definition of subconsultant and the requirements for subconsultants hereunder shall include all subcontracts at any tier.
- 25.2 CONSULTANT agrees that any and all subconsultants of CONSULTANT performing Work under this Contract will comply with the terms and conditions of this Contract applicable to the portion of Work performed by them. CONSULTANT shall incorporate all applicable provisions of this Contract into their subcontracts regardless of the tier. If requested by SBCTA, CONSULTANT shall furnish SBCTA a copy of the proposed subcontract for SBCTA's approval of the terms and conditions thereof and shall not execute such subcontract

until SBCTA has approved such terms and conditions. SBCTA's approval shall not be unreasonably withheld.

- 25.3 Approval by SBCTA of any Work to be subcontracted and the subconsultant to perform said Work will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said Work. Any substitution of subconsultants must be approved in writing by SBCTA. CONSULTANT shall have sole responsibility for managing all of their subconsultants, including resolution of any disputes between CONSULTANT and its subconsultants.

ARTICLE 26. RECORD INSPECTION AND AUDITING

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

ARTICLE 27. INDEPENDENT CONTRACTOR

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

ARTICLE 28. ATTORNEY'S FEES

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

ARTICLE 29. GOVERNING LAW AND VENUE

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

ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 31. PRECEDENCE

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

ARTICLE 32. COMMUNICATIONS AND NOTICES

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

To Mobile Relay Associates, LLC	To SBCTA
15330 Vermont Ave.	1170 W. 3rd Street, 2nd Floor
Paramount, CA 90723	San Bernardino, CA 92410-1715
Attn: Joyce Barishman	Attn: Cheryl Chesnut
Email: joyce@mra-raycom.com	Email: Cchesnut@gosbcta.com
Phone: 323-636-5202	Phone: (909) 884-8276
2 nd Contact: Mark J Abrams	Copy: Procurement Manager
Email: markjabrams@mra-raycom.com	Email: procurement@gosbcta.com

ARTICLE 33. DISPUTES

- 33.1 In the event any dispute, other than an audit, arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, Work to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA’s Procurement Manager within thirty (30) calendar days after notice thereof in writing, which notice shall include a particular statement of the grounds of

the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have ten (10) calendar days after receipt of the decision in which to file a written appeal thereto with SBCTA's Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such dispute may be reviewed by a court of competent jurisdiction.

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

ARTICLE 34. GRATUITIES

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

ARTICLE 35. REVIEW AND ACCEPTANCE

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

ARTICLE 36. CONFIDENTIALITY

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

ARTICLE 37. EVALUATION OF CONSULTANT

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

ARTICLE 38. SAFETY

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

ARTICLE 39. DRUG FREE WORKPLACE

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

ARTICLE 40. ASSIGNMENT

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

ARTICLE 41. AMENDMENTS

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

ARTICLE 42. PREVAILING WAGES

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

ARTICLE 43. CONTINGENT FEE

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

ARTICLE 44. FORCE MAJEURE

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

ARTICLE 45. WARRANTY

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

ARTICLE 46. ENTIRE DOCUMENT

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

ARTICLE 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

ARTICLE 48. EFFECTIVE DATE

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

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

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

Mobile Relay Associates, LLC.

**San Bernardino County
Transportation Authority**

By: _____
Mark J Abrams
Manager

Date: _____

By: _____
Art Bishop
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Juanda L. Daniel
Assistant General Counsel

Date: _____

CONCURRENCE

By: _____
Shaneka M Morris
Procurement Manager

Date: _____

EXHIBIT A – “SCOPE OF WORK”

DRAFT

EXHIBIT A
SCOPE OF WORK
CONTRACT NO. 23-1002872
SBCTA Freeway Services (FSP) Radio Support Telecommunication Services

PURPOSE:

San Bernardino County Transportation Authority (SBCTA) in conjunction with the Riverside County Transportation Commission (RCTC), collectively the “AGENCIES” and each an “AGENCY”, are seeking an experienced and qualified firm (“CONSULTANT”) to provide the lease of an Ultra High Frequency (UHF) mobile relay station(s). The mobile relay station(s) shall provide the proper radio communications equipment for the AGENCIES Inland Division Freeway Service Patrol Program. The service and equipment are to be used by the AGENCIES’ Freeway Service Patrol Program tow truck contractors and the California Highway Patrol (CHP). The mobile relay station equipment consists of each site, its frequencies, repeaters, wiring, back-up generator, battery system, and power sources to keep the site online in a power outage; and any other required equipment parts related to each site. CONSULTANT guarantees that said mobile relay station equipment provides the radio coverage needed as identified in this Scope of Work. CONSULTANT shall also provide the compatible equipment (mobile and portable) radio devices and install them into the FSP Trucks and CHP vehicles as outlined in the scope of work.

Current equipment being utilized in each of the tow trucks includes the Kenwood Nexedge VHF/UHF Digital & FM Mobile Radio model NX-3820. Portable radios being utilized are Kenwood Nexedge VHF/UHF Digital & FM Portable Radio model NX-300. Contractor is to provide both mobile and portable radios with similar specifications. Currently six (6) channels are in use and all radios in both counties must have access to all channels:

1. RCTC – SANTIAGO
2. RCTC – SUNSET
3. RCTC – SIERRA
4. SBCTA – SUNSET
5. SBCTA – SANTIAGO
6. SBCTA - CAJON

In the trunking system, AGENCIES require the highest queue of any user of the mobile relay station, so that AGENCIES shall have priority access at all times.

“Busy-out” is defined in this scope of work as a situation where a catastrophic event or any other event occurs that causes all radio channels to become extremely busy, and busy signal is reached. Since this service shall be used by law enforcement (California Highway Patrol) for a safety program (Freeway Service Patrol), it is essential that the AGENCIES do not reach a “busy-out” signal. CONSULTANT shall provide the highest queue priority on the NEXEDGE Digital Trunking system. CONSULTANT has advised AGENCIES that they are currently the only Level 2 client on CONSULTANT radio system. CONSULTANT shall keep AGENCIES on the Level 2 priority and notify AGENCIES immediately in writing if there are plans that would impact the AGENCIES exclusive Level 2 priority. CONSULTANT to provide AGENCIES a minimum fifteen (15 days) notice in writing prior to the addition of another Level 2 priority customer coming on board the system. CONSULTANT shall monitor channel utilization and evaluate when AGENCIES require additional channels. CONSULTANT shall add more channels upon notification from AGENCIES of interference. If AGENCIES notify CONSULTANT of "interference" or "Call Blocking" CONSULTANT will investigate and discuss findings with AGENCIES before any action is agreed upon.

CONSULTANT and AGENCIES will communicate about radio operations, number of channels, any possible communication access delays experienced by FSP Drivers and/or CHP no less than on a quarterly basis. If the FREQUENCY OF RADIO ACCESS DELAYS EXPERIENCED BY THE FSP PROGRAM (DRIVERS/CHP BEING ABLE TO ACCESS THE SYSTEM) IMPACTS THE PROGRAM NEGATIVELY, THEN CONSULTANT WILL ADDRESS AND ADD ADDITIONAL CHANNELS TO RESOLVE THE CONCERN WITHIN THREE (3) MONTHS OF THE NEGATIVE IMPACT BEING IDENTIFIED BY AGENCIES and CONSULTANT. The agencies will give formal notice of the need of additional channel(s) for improved connectivity. Should CONSULTANT not have made improvement within 90 days from the date of the formal notice, AGENCIES shall follow their formal procedures for the termination clause of the agreement.

CONSULTANT shall:

A. Maintenance to System and written correspondence

A.1.1. Notification Procedures regarding Maintenance during the Operations of the FSP Program, CONSULTANT shall provide AGENCIES email correspondence of any planned or scheduled maintenance to be performed that will impact FSP radio

operations. Notification shall be at least one (1) business day prior to the scheduled maintenance. CONSULTANT shall notify the AGENCIES via text and/or email (list to be provided) any time a technician visits a site or is doing behind the scenes maintenance activity. Even though the expectation is that there will be no impact on FSP radio operations (maintenance tasks being performed behind the scenes), the CONSULTANT will notify those on the email/text list provided prior to maintenance work being started. At a minimum, those on the email/text list shall be CHP and AGENCY.

A.1.2. CONSULTANT shall notify AGENCIES of unplanned maintenance via email correspondence, AND via text message within 30 minutes of knowledge of the outage. AGENCIES will provide a list of email addresses to email and list of phone numbers in which the CONSULTANT is to text.

A.1.3. CONSULTANT shall complete maintenance outside of FSP Hours of operations, as described in section F of this scope of work.

B. Equipment maintenance

B.1.1. CONSULTANT shall have at minimum two (2) technician's on-call that can assist with radio and equipment troubleshooting, repair on FSP tow trucks, CHP vehicles, base station, and IETMC equipment. Technicians shall be available during operational hours of FSP, including construction and toll road FSP hours.

B.1.2. CONSULTANT technicians shall be qualified to perform radio installations and repair radio set-up equipment (outside speakers, mics, brackets, wiring, etc.) as necessary. The radios themselves will be sent to the shop by AGENCIES for repairs when necessary.

B.1.3. CONSULTANT shall provide technicians or staff qualified to repair any mobile relay station failures, and IETMC base station related issues. Response time shall be four (4) hours and repair must be done within twenty-four (24) hours from the moment AGENCIES contact CONSULTANT about issue.

B.1.4. CONSULTANT shall provide technicians or staff qualified to repair any IETMC base station related issues. If the issue lies with the base station connections, CONSULTANT shall work with Inland Empire Transportation Management Center staff to determine which party will make the repairs. Response time shall be four (4) hours or less and repair must be done within twenty-four (24) hours from the moment

AGENCIES contact CONSULTANT about issue. If the issue lies with the base station radio, AGENCIES will send the radio to the CONSULTANT'S shop for repairs.

B.1.5. CONSULTANT shall provide contact information for their technicians who shall be reached on an immediate basis during the hours described in section D1.1.

CONSULTANT shall provide routine check of the radio units, IETMC base station, and all mobile relay station equipment (antennas, backup generators, etc.) on a bi-annual basis. Agencies will arrange dates with the CONTRACTOR.

C. Additions and Enhancements

Provide AGENCIES requested additions and enhancements to the system. If this work constitutes an additional fee, a written estimate from the CONSULTANT and written approval by the contract administrator from the requesting AGENCY is required prior to any work taking place.

D. FSP Program hours of operation – NO MAINTENANCE IS TO OCCUR DURING THESE HOURS WITH EXCEPTION OF EMERGENCY REPAIRS TO THE SYSTEM.

D.1.1 SBCTA& RCTC Regular FSP Hours of operation

Monday through Thursday:	AM SHIFT: 5:30a.m. – 8:30a.m. PM SHIFT: 2:30p.m. - 7:00p.m.
Friday	AM SHIFT: 5:30a.m. – 8:30a.m. PM SHIFT: 12:30p.m. – 7:00p.m.
Weekends	10:00 a.m. – 6:00 p.m.
Express Lane operations	
Monday through Friday	AM SHIFT: 5:00 a.m. – 10:30 a.m. PM SHIFT: 12:00 p.m. – 8:00 p.m.
Saturday and Sunday	10:00 a.m. – 7:00 p.m.

Construction FSP – From time to time the AGENCIES may participate in providing FSP services within a construction zone. Section E of the scope of work includes

those potential areas; however, the hours of operation may vary from project to project. AGENCIES shall notify CONSULTANT of project details as needed.

E. Service Area - Distances at which usable signals shall be transmitted and received by the radio equipment and mobile relay station.

At a minimum, the following San Bernardino highway segments (each segment in both directions) and a 2-mile radius around the length of these segments shall be covered:

Beat No. 5 –SR-60 from Reservoir Street (Los Angeles County line) to Milliken Avenue (Riverside County line)

Beat No. 9 – I-10 from Indian Hill Boulevard (Los Angeles County line) to Haven Avenue

Beat No. 10 –I-10 from Haven Avenue to Sierra Avenue

Beat No.11 –I-10 from Sierra Avenue to Waterman Avenue

Beat No. 14 –I-215 from Center Street (Riverside County line) to Devore Road

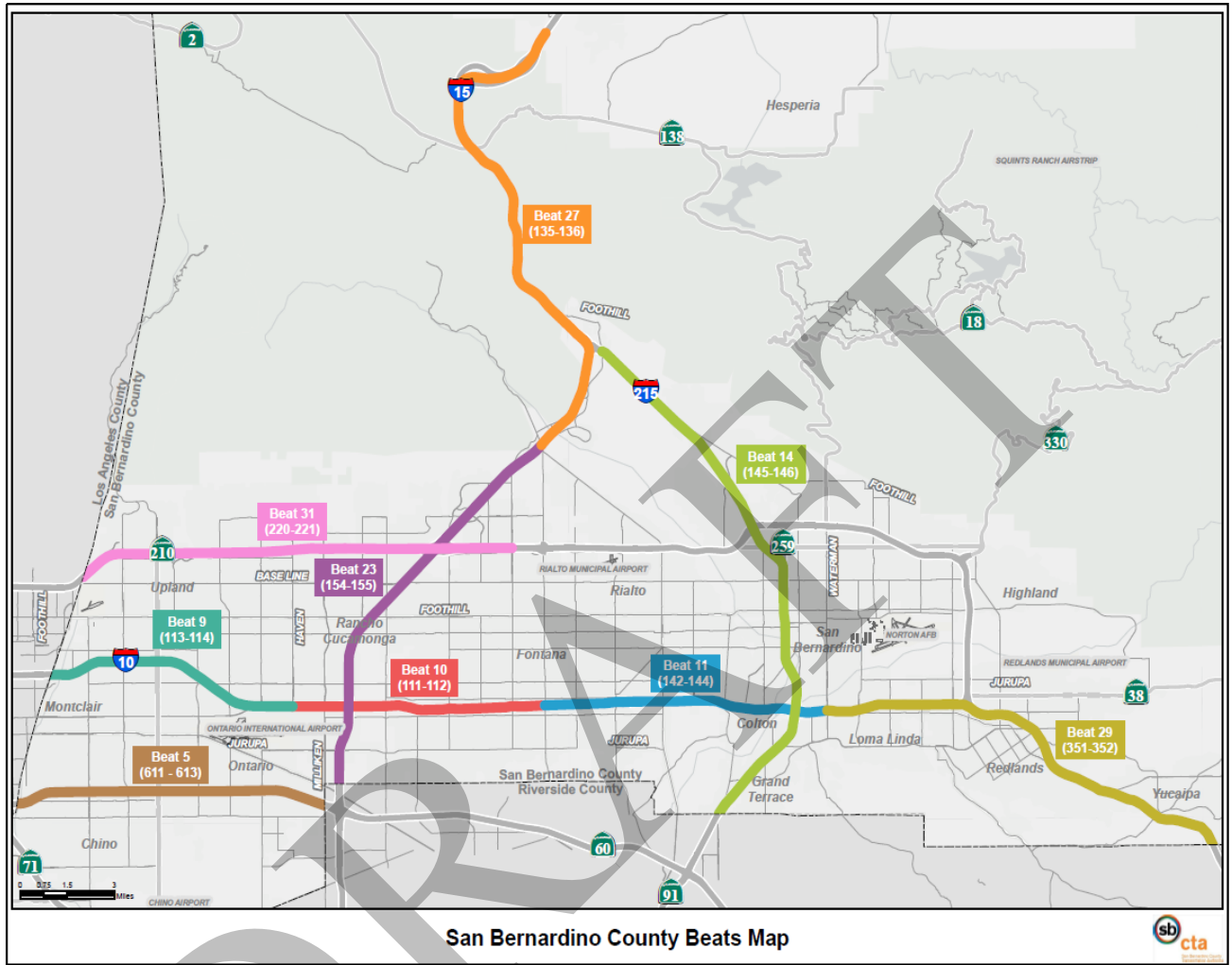
Beat No. 23 –I-15 from Jurupa Steet (Riverside County line) to Sierra Avenue

Beat No. 27 – I-15 from Oakhill Road to Sierra Avenue and I-215 from 15/215 interchange to Devore Road

Beat No. 29 – I-10 from Waterman Avenue to County Line Road

Beat No. 31 –SR-210 from Baseline Road (LA County line) to Citrus Avenue

Construction Beat - I-15 from Sierra Avenue to SR-138



San Bernardino County Beats Map

Mobile Relay Associates, Raycom 23-1002872

Contract Period of Performance: July 1, 2023 through June 30, 2026

LEASE COSTS (AIRTIME SERVICE)												*Mobile Rad Inventory
Monthly Lease Costs(AIRTIME SERVICE)								Annual Lease Costs (AIRTIME SERVICE)			Total Lease Cost Three Years BASED ON ANNUALIZED TOTAL MONTHLY COSTS	CHP
Item	No. of Units	FY 23/24 Rate	FY 24/25 Estimated Rate	FY 25/26 Estimated Rate	FY 23/24 Monthly Cost	FY 24/25 Monthly Cost	FY 25/26 Monthly Cost	FY 23/24	FY 24/25	FY 25/26		Primary Tru
Portable Radios NX-305GK	4	\$ 31.00	\$ 31.00	\$ 31.00	\$ 124.00	\$ 124.00	\$ 124.00	\$ 1,488.00	\$ 1,488.00	\$ 1,488.00	\$ 4,464.00	Backup Tru
Mobile Radios* NX-3820HG-TR	34	\$ 31.00	\$ 31.00	\$ 31.00	\$ 1,054.00	\$ 1,054.00	\$ 1,054.00	\$ 12,648.00	\$ 12,648.00	\$ 12,648.00	\$ 37,944.00	back up rad
Shared Mobile Radio CHP	5	\$ 31.00	\$ 31.00	\$ 31.00	\$ 155.00	\$ 155.00	\$ 155.00	\$ 1,860.00	\$ 1,860.00	\$ 1,860.00	\$ 5,580.00	
Additional Air Time	1	\$ 390.79	\$ 390.79	\$ 390.79	\$ 390.79	\$ 390.79	\$ 390.79	\$ 4,689.48	\$ 4,689.48	\$ 4,689.48	\$ 14,068.44	
* Amount of mobile units may increase/decrease as more FSP Beats are added and/or removed												
TOTAL LEASE COSTS					\$ 1,723.79	\$ 1,723.79	\$ 1,723.79	\$ 20,685.48	\$ 20,685.48	\$ 20,685.48	\$ 62,056.44	

ESTIMATE FOR FUTURE EQUIPMENT COSTS							
Item	Max # of Units	Unit Cost	FY 23/24 Qty Estimate for Future Equipment	FY 24/25 Qty Estimate for Future Equipment	FY 25/26 Qty Estimate for Future Equipment	Total # of Units For Future Equipment Cost	Total Estimate for Future Equipment Cost
Portable Radio NX-305GK (Kit for new installs mainly for CHP vehicles- Battery, antenna, power cord)	5	\$ 782.79	2	1	1	4	\$ 3,131.16
Mobile Radio NX-3820HG-TR (Kit for new FSP Truck Installations- comes with a power cord, battery and bracket)	40	\$ 680.00	3	10	3	16	\$ 10,880.00
PA Speaker SPC10/4 (Part of installation for a new vehicle)	40	\$ 41.50	3	10	3	16	\$ 664.00
Antenna MWU400CS (Spike Style antennae- part of installation for a new vehicle & replacement part)	40	\$ 48.00	3	10	3	16	\$ 768.00
Antenna NMOWBQBFT (Antenna without mount- Larsen Part of Installation for a new FSP Truck)	40	\$ 51.84	3	10	3	16	\$ 829.44
Kenwood Internal Speaker KES-5 (Part of installation for a new FSP Vehicle- FSP Truck & CHP)	40	\$ 51.18	3	10	3	16	\$ 818.88
Toggle Switch R13-28B (Part of installation for a new FSP Vehicle- FSP Truck & CHP)	40	\$ 10.50	3	10	3	16	\$ 168.00
Coax Mount for Antenna- MB8 (Part of installation for a new FSP Vehicle- FSP Truck & CHP)	40	\$ 29.00	3	10	3	16	\$ 464.00
Microphone KMC-65 (Replacement Part if needed)	40	\$ 61.38	2	7	7	16	\$ 982.08
Antenna Connector- RFU-50ST (Replacement Part if needed)	40	\$ 6.00	2	7	7	16	\$ 96.00
Power Cord KCT-23M (Replacement Part if needed)	40	\$ 35.00	2	7	7	16	\$ 560.00
Fuse ATC-15 (Replacement Part if needed)	40	\$ 2.00	2	7	7	16	\$ 32.00
Toggle Switch 612-ST2fGD00 (Replacement Part if needed)	40	\$ 10.50	2	7	7	16	\$ 168.00
Portable Battery BPKNB48L (Replacement Part- original radio normally good for 18 months and warranty is one year)	40	\$ 108.60	2	2	2	6	\$ 651.60
TOTAL ESTIMATE FOR FUTURE EQUIPMENT COSTS							\$ 17,259.48
Please note that equipment price and model numbers are subject to technological availability and may be substituted.							

LABOR COSTS			
Item	Cost	Est. # of Hours years 1-3	Total Labor Cost
Tow Truck/CHP Car RL15	\$ 110.00	55	\$ 6,050.00
CHP Base Station RL20	\$ 125.00	6	\$ 750.00
In-field Maintenance RL-13	\$ 110.00	95	\$ 10,450.00
TOTAL LABOR COSTS			\$ 17,250.00

Time and Materials Contract not to exceed \$156,000

Mobile Relay Associates, Raycom 23-1002872

Contract Period of Performance: July 1, 2023 through June 30, 2026

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TOTAL LEASE COSTS					\$ 1,723.79	\$ 1,723.79	\$ 1,723.79	\$ 20,685.48	\$ 20,685.48	\$ 20,685.48	\$ 62,056.44	

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TOTAL LABOR COSTS			\$ 17,250.00

Time and Materials Contract not to exceed \$156,000

Minute Action

AGENDA ITEM: 25

Date: May 3, 2023

Subject:

Mount Vernon Viaduct Project

Recommendation:

Receive and file an update on the Mount Vernon Viaduct Project.

Background:

In 2018, San Bernardino County Transportation Authority (SBCTA), in partnership with the City of San Bernardino, procured a design build contractor to demolish and replace the Mount Vernon Avenue Viaduct (MVV) which connects 2nd Street and 5th Street over the BNSF intermodal yard located in the City of San Bernardino.

Project work consists of the following major elements:

1. 44 Right-of-way acquisitions.
2. Grading (including removal of building structure foundations) of the area bounded by 4th Street, Cabrera Avenue, Kingman Street and Mount Vernon Avenue, and enclosure of this area with an architectural wall and landscaped buffer.
3. Demolishing the existing MVV, which was determined by California Department of Transportation (Caltrans) inspectors to have a low sufficiency rating and to be structurally deficient and functionally obsolete.
4. BNSF lead work to construct temporary shoofly siding tracks and relocate a maintenance building.
5. Constructing a new wider and longer bridge on a similar horizontal alignment and a slightly higher profile.
6. Reconstruction of the Mount Vernon Avenue intersections with 2nd Street and Kingman Street.
7. Utility relocations.

Demolition of the existing bridge was completed in May 2021. After the demolition, the site was to be turned over to BNSF to construct temporary facilities and shoofly siding tracks to allow passage of main line trains during construction of the new bridge. The construction and maintenance agreement with BNSF, and our schedule included 18 months for BNSF to complete their work.

One of the conditions of turning the site over to BNSF was conveyance of the properties to BNSF to accommodate the railroad's work. Transfer of properties did not occur as scheduled, and SBCTA granted a right-of-entry to BNSF on November 16, 2021, which is when BNSF started their construction. Ultimately, property conveyance happened on March 31, 2022. Eighteen months after March 2022 is September 2023, which is the date our design build contractor has been working towards to remobilize their crews to build the new MVV.

On February 22, 2023, the MVV project construction management team was notified by BNSF in a coordination meeting, that the gas line required for commissioning their new maintenance

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

May 3, 2023

Page 2

building had not yet been installed; and requested SBCTA assistance in coordinating with SoCal Gas to get the gas line installed as they were concerned this issue would delay their September 2023 commitment to SBCTA.

The SoCal Gas line is required for the building commissioning and certificate of occupancy; then BNSF can move the staff from the old building to the new building; the old building can be demolished; and the shoofly tracks can be completed.

According to BNSF, the application for the new gas line was submitted in March 2022. According to SoCal Gas, the application was received in September 2022. BNSF informed SBCTA that they were ready to commission the new maintenance building on December 31, 2022 and that when they requested our assistance it was because they had already sustained a delay in their schedule that would impact the start of the new bridge construction.

On April 11, 2023, SBCTA held a previously planned meeting with BNSF and our design build contractor to discuss the schedule of the project. The main schedule topic that BNSF shared was how the gas line issue was impacting their schedule estimating a three-month delay since they will now be working in the intermodal yard during the fourth quarter when train traffic increases due to the holidays.

The project team worked together to close the communication gap between BNSF and SoCal Gas. It took three (3) days for SoCal Gas to complete the work: two days to install the line (4/17 and 4/18) and one day (4/21) to install the meter and turn on the gas. On April 17, 2023, BNSF transmitted the attached letter 'SBCTA notice 4-17-23' to formally notify SBCTA of the delay.

Currently the shooflies have been constructed from either end, toward Mount Vernon Avenue and the commissioning and punch-list are in process for the new building. The new building will be ready for occupancy on May 8, 2023, and BNSF is giving the building occupants one (1) month to move from the old building to the new building, which brings them to June 8, 2023. In order to meet their commitment date of September 22, 2023, BNSF has three and a half (3 ½) months from June 8, 2023 to complete the remaining work of demolishing the existing building and completing the shooflies. Nevertheless, BNSF continues to take the position they will not allow construction of the new bridge until December 22, 2023.

In order to mitigate the BNSF delay, SBCTA is currently working with our contractor for a contract change order to begin work outside the BNSF property, at the north and south approaches of the bridge.

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Henry Stultz, Director of Project Delivery

Board of Directors Agenda Item
May 3, 2023
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Approved
Board of Directors
Date: May 3, 2023
Witnessed By:

San Bernardino County Transportation Authority



Trent M. Hudak
Director Engineering Services

BNSF Railway Company
4515 Kansas Avenue
Kansas City, KS 66106
913-551-4435
Trent.Hudak@BNSF.com

April 17, 2023

Tom Densford
PCM Design Manager
Biggs Cardosa Associates, Inc.
500 S. Main Street, Suite 1200 | Orange, CA 92868-4507
Mobile: 949.988.1616

Re: Mt. Vernon Avenue Viaduct Replacement Project Delays

Dear Mr. Densford,

Per the Construction and Maintenance Agreement, executed May 20, 2020, for the Mt. Vernon Avenue Viaduct Replacement Project, the City of San Bernardino, SBCTA and BNSF entered into a Property Conveyance Agreement whereby SBCTA agreed to acquire Acquisition Parcels from third parties (and vacate a street) for conveyance to BNSF. The conveyance of these properties and the street vacation, as contemplated by the Property Conveyance Agreement, were completed on March 22, 2022. Per Construction and Maintenance Agreement article VII section 2, BNSF agreed to complete the construction of tracks 218 and 219 and place them in operation 18 months later, being September 22, 2023, pending no third-party or unexpected delays. Per the Construction and Maintenance Agreement, three months will be added to this date if the completion of any aspect of construction occurs in the fourth quarter of a calendar year, potentially extending the completion date to December 22, 2023.

This letter is to give you notice that BNSF has experienced third-party delays due to inaction by Southern California Gas Company. This delay has been the subject of discussion with SBCTA and the PCM team pursuant to delay notification correspondence, beginning in December 2022. BNSF has provided all required information required by the Gas Company within a reasonable timeframe and has paid all fees requested by the Gas Company to provide gas service to BNSF's proposed maintenance building prior to occupancy. See below for status and timelines for major correspondences between BNSF and the Gas Company related to gas service, beginning in March 2022. These delays are beyond what was expected of the Gas Company.

Attachment: SBCTA notice 4-17-23 (9593 : Mount Vernon Viaduct Project)

BNSF Railway Company
April 17, 2023
Page 2

SoCAL GAS	STATUS - IN PROGRESS	NOTES
Application Issued	3/25/2022	
Application Processed	3/31/2022	
Application Fee	\$ -	N/A
Permit Fee Received	\$ -	Per George Quezada we were supposed to receive our contract on 11/7/22. Revised Permit fees received 3/16/23
Permit Fee Paid	\$ 46,920.34	Paid on Friday, 3/17/23
Reference	I.D. 261543, Access 00565	Project Status Tracker https://www.socalgas.com/for-your-business/builder-services/new-construction-status-tracker
Utility Contact	George Quezada	
Utility Contact Email	gquezada2@socalgas.com	
Correspondence	4/4/2022	Planner requested job site documents / photos
Correspondence	4/7/2022	Documents provided to SoCal Gas Planner
Correspondence	5/10/2022	Jobsite walk with George Quezada
Correspondence	8/17/2022	Jobsite walk with George Quezada to coordinate utility sleeve install
Correspondence	10/3/2022	"Project almost complete, sending contract soon"
Correspondence	10/5/2022	Jobsite walk with Steve Balderama to coordinate manifold sizing & rough-in
Correspondence	11/3/2022	Call to George - Contract is scheduled to be received 11/7/22
Correspondence	12/5/2022	Reuquest for status update
Correspondence	12/15/2022	Reuquest for status update
Correspondence	12/20/2022	Reuquest for status update
Correspondence	1/4/2023	Reuquest for status update
Correspondence	1/6/2023	Reuquest for status update noting that last contact was on 11/3/22 via telephone with confirmation that contract was eminent. Email with history of communication, design documents, site visits issued to planner and SoCal Gas supervisor - no response
Correspondence	2/6/2023	Pressure letter received from So Cal Gas requesting GCI sign off on design service. Consumption indicated on Pressure letter was below the required minimum service to operate the Emergency Generator. Engineer of Record reviewed and advised that SoCal Gas needs to provide a pressure letter that coincides (at a minimum) with parameters provided outlined in the design documents and generator specs. GCI sent request back to SoCal Gas outlining the request for a revised Pressure Letter.
Correspondence	2/24/2023	SoCal Gas Planner contacted GCI to indicate that a revised pressure letter would be issued asap. George Quezada ran some quick calculations while on the phone with GCI and indicated that the service requested could be provided without having to re-design the Gas Meter. SoCal Gas would need to update paperwork on their end but the Pressure Letter with corresponding email would be issued no later than Monday.
Correspondence	3/2/2023	Request for status update / When will revised pressure letter be received? / Revised pressure letter received from SoCal Gas
Correspondence	3/3/2023	Revised pressure letter reviewed by EOR, Approved, Signed by GCI and Returned to SoCal Gas
Correspondence	3/9/2023	SoCal Gas Supervisor (Sergio Lumas) issued a copy of the Revised Pressure Letter requesting that we sign and return (It seems that George Quezada did not open the email with the signed pressure letter.
Correspondence	3/10/2023	GCI responded to Sergio Lumas by sending back a copy of last week's email with the previously signed Pressure Letter. Voice mail to Sergio Lumas requesting that he call Jeff Pickles to confirm receipt of the signed pressure letter
Correspondence	3/15/2023	Contract Executed with SoCal Gas - Permit Fees quoted at \$98,491.02
Correspondence	3/16/2023	Revised Contract Executed with SoCal Gas - Permit Fees revised to \$46,920.34. 4-Week Schedule drafted by GCI and shared with Team / SoCal Gas included on conversation. Goerge Quezada to apply for permit with SBMWD for street encroachment
Correspondence	3/17/2023	Check to SoCal Gas for \$46,920.34 processed at local Mt. Vernon Office
Correspondence	3/26/2023	SoCal Gas - Encroachment Permit to City
Correspondence	3/27/2023	City review comments regarding Encroachment Permit - 1st Request to SoCal Gas requesting revised T/C plans
Correspondence	4/3/2023	Wilson & Co. coordination with City of San Bernardino to determine if any assistance is needed to expedite SoCal Gas Encroachment
Correspondence	4/4/2023	City review comments regarding Encroachment Permit - 2nd Request to SoCal Gas requesting revised T/C plans
Correspondence	4/5/2023	GCI email to Gas Planner requesting status & turnaround of T/C Plans. Start Up Schedule for GenSet & Fire Pump issued to SoCal Gas

The turn-over of BNSF's maintenance building will be delayed due to the lack of gas service and such will in-turn, delay demolition of the old maintenance building and other related tasks associated with our project. These delays, caused by the Gas Company, have affected the construction schedule of BNSF's contractors, which will result in BNSF not meeting the 18-month turn-over date to SBCTA.

Very Truly Yours,



Trent M. Hudak
Director Engineering Services

cc: Miguel Palomino, BNSF; Lucas Reed, P.E., Wilson & Company

Attachment: SBCTA notice 4-17-23 (9593 : Mount Vernon Viaduct Project)

Minute Action

AGENDA ITEM: 26

Date: May 3, 2023

Subject:

Interstate 15 Express Lanes - Contract 1 Cooperative and Operating Agreements

Recommendation:

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

- A. Approve Agreement No. 22-1002721 Interstate 15 (I-15) Corridor Freight and Express Lanes Project – Contract 1 Cooperative Agreement between SBCTA and Riverside County Transportation Commission (RCTC) in the amount of \$3,541,000.
- B. Approve Agreement No. 22-1002665 Toll Facility Agreement (Including Real Property Lease) for the I-15 Toll Facility in the County of San Bernardino between SBCTA and California Department of Transportation (Caltrans) and authorize the Executive Director, or his designee, to execute the agreement upon approval as to form by SBCTA General Counsel.
- C. Approve Agreement No. 23-1002925 Caltrans/RCTC/SBCTA Partial Assignment and Assumption of Rights and Obligations Under Toll Facility Agreement (Including Real Property Lease) I-15 Express Lanes in Riverside County Agreement No. 17-31-002-03 between SBCTA, RCTC and Caltrans and authorize the Executive Director, or his designee, to execute the agreement upon approval as to form by SBCTA General Counsel.
- D. Approve use of SBCTA Surface Transportation Block Grant Program funds for the RCTC share of Caltrans oversight costs and SBCTA Measure I Freeway Program funds for non-federal construction costs in Riverside County in exchange for a portion of the Riverside County share of Trade Corridor Enhancement Program (TCEP) grant allocation and Riverside County Congestion Mitigation and Air Quality funds, respectively, to be used for construction costs in San Bernardino County.
- E. Approve internal SBCTA Measure I Freeway Program loan to fund Riverside County project development costs, Riverside County construction and toll service provider costs that are in excess of TCEP grant allocation (excluding costs that are RCTC's responsibility) and I-15 Express Lanes operating reserve.
- F. Authorize creation of a new Fund 7560, I-15 Express Lanes Contract 1, to record I-15 Contract 1 Measure I Freeway Program loan and I-15 Contract 1 operating revenue and expenses.
- G. Approve Fiscal Year 2022/2023 budget amendment of \$5,096,000 to cover anticipated costs in Riverside County in Fund 4110, Measure I Freeway Fund and record the loan for the same amount in Fund 7560, I-15 Express Lanes Contract 1 and a transfer from Fund 7560, I-15 Express Lanes Contract 1 to Measure I Freeway Fund.

Background:

The Interstate 15 (I-15) Corridor Freight and Express Lanes Project – Contract 1 (Project), which is the first construction package under the I-15 Corridor Project approved in December 2018, will construct one (1) to two (2) express lanes in each direction from south of State Route (SR) 60 in Riverside County to north of Foothill Boulevard in San Bernardino

Entity: San Bernardino County Transportation Authority

County and add auxiliary lanes at select locations in order to improve freight movement and reduce traffic congestion. Per the design approved in December 2018, the Project will extend approximately two (2) miles into Riverside County to connect to the operating Riverside County Transportation Commission (RCTC) 15 Express Lanes.

In June 2020, San Bernardino County Transportation Authority (SBCTA) and RCTC staff met to discuss the principles of agreement between SBCTA and RCTC to further advance the Project and to better position the Project for grant funding. As a result of the meeting, RCTC staff agreed to recommend supporting SBCTA in the pursuit of its Trade Corridor Enhancement Program (TCEP) grant application provided effective steps would be taken to “do no harm” to the existing RCTC 15 Express Lanes financing and traffic operations. Following the successful TCEP grant award of \$118.7 million in December 2020, SBCTA and RCTC staff began detailed coordination focused on finalizing design of the Project in Riverside County and identifying the most feasible approach for operating the three-mile toll segment spanning the county line from Jurupa Street to Cantu-Galleano Ranch Road (Cross-County Toll Segment).

Over the last twenty-four (24) months, multiple geometric and operating alternatives were reviewed collaboratively by SBCTA and RCTC. Geometric considerations included location of express lane ingress/egress either at the County Line or Jurupa Street and the corresponding traffic operational and tolling performance. Operating alternatives considered SBCTA operation, RCTC operation and SBCTA/RCTC joint operation of the Cross-County Toll Segment.

Following extensive coordination and discussion between SBCTA and RCTC, the Preferred Alternative was identified as SBCTA operation of the Cross-County Toll Segment from Jurupa Street in San Bernardino County to Cantu-Galleano Ranch Road in Riverside County. SBCTA operation of the Cross-County Toll Segment provides several important benefits to SBCTA:

- 1) Provides control of the toll segment leading into San Bernardino County and the I-15 Contract 1 Express Lanes system in the congested vicinity of SR 60 and Interstate 10 (I-10)
- 2) Yields significant long term financial benefit including 100 percent of any toll revenue upside from the Cross-County Toll Segment
- 3) Delivers the seamless, connected express lanes facility that served as the basis for the successful \$118.7 million TCEP grant and is expected by drivers through the region

SBCTA tolling authority for the portion of I-15 Contract 1 Express Lanes in Riverside County is provided by Assembly Bill 914 (AB 914), which enables SBCTA to extend its value-pricing program into Riverside County provided a coordination agreement is developed between SBCTA and RCTC.

To enable SBCTA operation of the full Cross-County Toll Segment, RCTC proposes to assign its rights and obligations for approximately 2.2 lane miles of existing RCTC 15 Express Lanes north of Cantu-Galleano Ranch Road to enable full SBCTA operation of the dual express lanes segment from Jurupa Street to Cantu-Galleano Ranch Road. As the assignment of this portion of the RCTC 15 Express Lanes from RCTC to SBCTA reduces the limits and configuration of the RCTC 15 Express Lanes as financed by a Transportation Infrastructure Finance and Innovation Act (TIFIA) loan through the United States Department of Transportation (USDOT), USDOT consent is required in order to proceed with the Preferred Alternative. USDOT’s TIFIA Program Office has been supportive of the Preferred Alternative, and RCTC will be working

towards formal consent from the TIFIA Program Office in April 2023. Ultimate consent by USDOT is anticipated in summer 2023 following provision of executed agreements related to the operation of the SBCTA 15 Express Lanes to the TIFIA Program Office.

Upon presentation to the Metro Valley Study Session on April 13, 2023, a question was raised regarding the legality of spending Measure I revenue in an adjacent county on an SBCTA project. The scope of permissible expenditures under Measure I Ordinance No. 04-01, which is the continuation of a one-half of one percent retail transactions and use tax by SBCTA for local transportation purposes, can be found in the Expenditure Plan. While the Expenditure Plan includes specific instances where Measure I revenues cannot be spent outside San Bernardino County, other instances are specified that allow Measure I expenditures outside of San Bernardino County, and the Expenditure Plan is silent as to others, such as this project. In addition, SBCTA's tolling legislation (AB 914) authorizes SBCTA to extend toll facilities into neighboring counties to connect to toll facilities in those counties, in order to ensure statewide interoperability of toll systems.

Recommendation A: I-15 Corridor Freight and Express Lanes Project – Contract 1 Cooperative Agreement (I-15 Cooperative Agreement)

The I-15 Cooperative Agreement serves several purposes. The I-15 Cooperative Agreement will formalize the coordination of the express lane facilities between San Bernardino and Riverside counties and satisfies the AB 914 requirement for an agreement between SBCTA and RCTC regarding the construction and operation of express lanes in Riverside County by SBCTA. The terms of the I-15 Cooperative Agreement aim to provide consistent operation of the Cross-County Toll Segment and sets forth the financial guidelines to be implemented to mitigate financial impact on the existing RCTC 15 Express Lanes. Lastly, the Agreement defines the responsibilities and coordination processes to be implemented during final design, construction and operation of the Project in Riverside County.

The I-15 Cooperative Agreement contains seven (7) Articles and ten (10) supporting Exhibits. Article 1 contains the defined terms used throughout the I-15 Cooperative Agreement. Article 2 describes the objectives of the Project and the corresponding Agency responsibilities. In general terms, SBCTA will design, construct, and operate the Project while RCTC will support the Project by coordinating with SBCTA during final design and construction.

Article 3 contains the Project financial guidelines necessary for SBCTA construction and operation of the Cross-County Toll Segment. The Article describes the funding and cost administration of the Project elements in Riverside County and addresses the impact of the Project on RCTC 15 Express Lanes during construction and operations.

Primary funding for the Project scope within Riverside County consists of a pro-rated share of the \$118.7 million TCEP grant supplemented by a Measure I Loan to be reimbursed with future toll revenue. The Cooperative Agreement will also serve as the funding mechanism for reimbursement of eligible project development costs expended by RCTC in support of the SBCTA Project. Additionally, RCTC will transfer federal Congestion Mitigation and Air Quality (CMAQ) funding to SBCTA to be used for costs in San Bernardino County as compensation for additional improvements to the express lane ingress/egress design in the vicinity of Cantu-Galleano Ranch Road as coordinated with the SBCTA design team and requested by RCTC.

Construction of the Project in Riverside County is anticipated to impact the RCTC 15 Express Lanes due to posted speed reduction, lane-width reduction and geometric lane changes during the planned construction stages of the Project. To mitigate this Project impact, each Agency would contribute a portion of the estimated toll revenue loss as defined in Table 3.4 of the Cooperative Agreement.

Article 3 also defines the toll revenue transfer process that will occur under the SBCTA operation of the Cross-County Toll Segment. As described above, RCTC will assign 2.2 lane miles of existing RCTC express lanes north of Cantu-Galleano Ranch Road to SBCTA. In exchange for this transfer of lanes, SBCTA will transfer the associated share of toll revenue back to RCTC as defined in Article 3.5 and per the fixed annual amounts contained within Exhibit G. Under this approach, the annual toll revenue transfer amount will be considered an I-15 Contract 1 Express Lanes operating expense and will be included in the annual I-15 Contract 1 Express Lanes operating budget accordingly. Any toll revenue transfer occurring prior to the start of I-15 Contract 1 revenue service commencement would be considered a Project capital cost. The timing of the assignment of lanes and corresponding start of toll revenue transfer is governed by the Partial Assignment and Assumption Agreement (Recommendation C).

Coordination during final design and construction is described in Articles 4 and 5, respectively. Article 4 includes description of the design working group progress and establishes design responsibilities, particularly with regards to any design affecting the RCTC 15 Express Lanes toll equipment and infrastructure. Article 5 describes the coordination requirements during construction, including the delineation of construction responsibilities for any relocation of RCTC 15 Express Lanes toll equipment or infrastructure required by the Project. Article 5 also outlines the process for coordinating any required closures of the RCTC 15 Express Lanes needed for Project construction activity, with permitted closures during specified nighttime hours to be reimbursed in accordance with Exhibit I of the Cooperative Agreement.

Article 6 establishes the operational guidelines to provide for consistent operating and pricing approach between the Cross-County Toll Segment and the RCTC 15 Express Lanes. The Article also describes the process for coordinating customer outreach as the Project prepares for opening and establishes the basic parameters for operations and maintenance coordination. SBCTA and RCTC staff anticipate development of a detailed Toll Operations Agreement approximately twelve (12) months prior to Project substantial completion to expand on the operation and maintenance guidelines, including review of opportunities for economy and efficiency in operating corridor express lanes services.

Article 7 contains the general legal provisions for the Cooperative Agreement. Lastly, Exhibits A through I contain supporting information including detailed scope, cost and schedule information referenced in the Cooperative Agreement.

Recommendation B: Toll Facility Agreement

The Toll Facility Agreement is required to provide the State authorization to implement and operate express lanes on a freeway that is part of the State Highway System. This agreement represents SBCTA's real property lease for the express lanes and identifies SBCTA as the agency responsible for the construction, operation and maintenance of the express lane facility from Cantu-Galleano Ranch Road to just north of Foothill Boulevard. The term of the agreement will extend for fifty (50) years, commencing on the first day on which the facility opens for

public use and toll operations. The legal description of the leased property from the State, Exhibit B to the agreement, will be completed at a later date prior to opening of the toll facility. A separate future agreement or agreements between SBCTA and Caltrans will outline specific roles, responsibilities and costs for facility operation and maintenance.

Recommendation C: Partial Assignment and Assumption Agreement

The Partial Assignment and Assumption of Rights and Obligations Under Toll Facility Agreement (Including Real Property Lease) I-15 Express Lanes in Riverside County Agreement (Partial Assignment and Assumption Agreement) provides the mechanism for RCTC to assign the 2.2 lane-mile portion of its existing express lanes (currently under fifty-year lease from Caltrans) to SBCTA. Terms of the Partial Assignment and Assumption Agreement are governed by the terms of the RCTC/Caltrans I-15 Toll Facility Agreement, which provides for assignment of leased lanes from one Agency to another with Caltrans concurrence. As such, the Partial Assignment and Assumption Agreement is a three-party agreement. Following assignment, SBCTA would be responsible for all I-15 Toll Facility Agreement provisions, excluding those provisions related to the financing of the RCTC 15 Express Lanes.

Assignment of the lanes from RCTC to SBCTA is anticipated to be made effective approximately sixty (60) days prior to Project substantial completion to enable the construction contractor and toll service provider to perform final construction, installation and testing of the express lanes and toll collection system equipment (Partial Assignment and Assumption Effective Date). As described in Recommendation A, the Partial Assignment and Assumption Effective Date will trigger the start of the toll revenue transfer process defined in Article 3.5 of the Cooperative Agreement.

Recommendation D: Measure I/Riverside County Federal Fund Exchange

The Measure I Freeway Program and Surface Transportation Block Grant fund exchange with Riverside County federal funds is necessary to cover Riverside County costs that are either not federally eligible in the construction phase or require a specific source of federal funds, as is the case with Caltrans oversight costs. The TCEP grant will provide \$52.5 million in funding for Project work within Riverside County, which is based on the Riverside County share of the \$118.7 million overall grant comparing the portion of Project express lanes constructed in Riverside County versus San Bernardino County. In the case that the actual share of construction contract costs in Riverside County are less than this amount, staff recommends approval of an exchange of funds so that the Riverside County share of TCEP funds can be used for San Bernardino County costs and the Measure I Freeway Program fund can cover Riverside County costs that are not federally-eligible, thus reducing the amount needed for the Measure I Loan discussed in Recommendation E. Additionally, RCTC will transfer Federal CMAQ funds to SBCTA to account for the Riverside County share of Project costs that are RCTC's responsibility to fund.

Recommendation E: Measure I Loan

The Measure I loan from the Measure I Freeway Program fund serves several important purposes to enable construction and operation of the Project in Riverside County. As discussed above, the TCEP grant will provide \$52.5 million in funding for Project work within Riverside County. Additionally, during final design coordination, RCTC requested additional improvements beyond the Project Approval/Environmental Document (PA/ED) concept in the vicinity of the proposed express lanes ingress/egress in the vicinity of Cantu-Galleano Ranch Road to improve San Bernardino County Transportation Authority

traffic operational performance. The additional improvements would facilitate improved express lanes access and weaving as well as improved circulation to the local Cantu-Galleano Ranch Road interchange ramps. The estimated cost for this work of approximately \$15 million (exact amount to be determined at bid time) would be funded by RCTC through an apportionment transfer of CMAQ funds from RCTC to SBCTA following receipt of bids and award of the construction contract. Project costs in Riverside County exceeding these amounts, which will be determined at bid time, would be funded by a Measure I loan to be paid back by future I-15 Contract 1 Express Lanes toll revenue, **or I-10 Contract 1 Express Lanes excess revenue if necessary**. The Measure I loan would also serve to fund project development costs specific to Riverside County, including RCTC project development costs that are not eligible for Federal funds. Lastly, the Measure I loan will be used to create an operating reserve to fund the first annual toll revenue transfer payment to RCTC, initial I-15 Contract 1 Express Lanes operations expenses and any periods where operating expenses exceed toll revenue, particularly in the early years of operations.

Recommendation E directs staff to create the I-15 Toll Fund to be funded with a Measure I loan as the Project development, construction and operations costs described above are incurred. The current estimated total amount of the Measure I loan is approximately \$18.6 million expected to start drawing in Fiscal Year 2022/2023, which would be structured to be paid back by the close of Measure I in 2040 and includes \$3.6 million in an initial operating reserve. Interest will be calculated annually based on the average interest earned by SBCTA's portfolio at the end of the fiscal year.

Recommendation F: Creation of Fund for I-15 Contract 1

A fund was not included in the current year's budget to record transfer from Measure I Freeway fund to the I-15 Contract 1 toll fund. Staff is requesting Board approval to create a new fund, 7560 I-15 Express Lanes Contract 1, to record Measure I Freeway Program loan and I-15 Contract 1 operating revenue and expenses.

Recommendation G: Budget Amendment

Recommendation G approves an amendment to the Fiscal Year 2022/2023 budget for anticipated costs in Riverside County estimated at \$5,096,000. The funds will be loaned from the Measure I Freeway Program fund to the newly created Fund 7560, I-15 Contract 1 to cover those costs.

Financial Impact:

This item is not consistent with the Fiscal Year 2022/2023 Budget. A budget amendment is requested under Recommendation G for Fiscal Year 2022/2023 for \$5,096,000 in Fund 4110 Measure I Freeway and transfer of the same amount and loan in I-15 Express Lanes Contract 1, Task 0750 to Measure I Freeway.

Reviewed By:

The terms for the Cooperative Agreement were reviewed and approved by the I-10 and I-15 Joint Sub-Committee on August 12, 2022 and recommended for approval (16-1-0; opposed Duncan) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on April 13, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft agreements.

Responsible Staff:

Timothy Byrne, Director of Toll Operations

San Bernardino County Transportation Authority

Board of Directors Agenda Item
May 3, 2023
Page 7

Approved
Board of Directors
Date: May 3, 2023
Witnessed By:

San Bernardino County Transportation Authority

General Contract Information

Contract No: 22-1002721 Amendment No.: _____

Contract Class: Payable Department: Finance

Vendor No.: 01768 Vendor Name: Riverside County Transportation Commission

Description: I-15 Corridor Freight and Express Lanes Project - Contract 1 - Cooperative Agreement with RCTC

List Any Related Contract Nos.: 23-1002925

Dollar Amount

Original Contract	\$	3,541,000.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	3,541,000.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	3,541,000.00

Contract Authorization

Board of Directors Date: 05/03/2023 Board Item # 9564

Contract Management (Internal Purposes Only)

Other Contracts Local Sole Source? N/A N/A

Funding Agreement N/A

Accounts Payable

Estimated Start Date: 05/03/2023 Expiration Date: 04/30/2071 Revised Expiration Date: _____

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

							Total Contract Funding:		Total Contingency:	
							\$	3,541,000.00	\$	-
	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name		
GL	4110	40	0820	0831	52005	48001200		I-15 Contract 1		
GL								3,541,000.00		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-
GL								-		-

Trinidad Lopez

Project Manager (Print Name)

Hilda Flores

Task Manager (Print Name)

Additional Notes: Estimated capital cost, agreement also provides for an annual transfer of toll revenue to RCTC. Advance to (receivable) will be recorded in Fund 4110, MSI Freeway, and advances from (liability) in Fund 7560 I-15 Contract 1 Express Lanes for these costs. The cash will then be transferred from fund 7560 to 4110.

Attachment: 22-1002721 CSS I-15 Cooperative Agreement (9564 : I-15 Express Lanes - Contract 1 Cooperative & Operating Agreements)

SBCTA AGREEMENT No. 22-1002721

RCTC AGREEMENT No. 23-31-028-00

COOPERATIVE AGREEMENT
FOR INTERSTATE 15 CORRIDOR FREIGHT AND EXPRESS LANES PROJECT – CONTRACT 1
BETWEEN SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
RIVERSIDE COUNTY TRANSPORTATION COMMISSION

Attachment: 22-1002721 I-15 Coop RCTC (9564 : I-15 Express Lanes - Contract 1 Cooperative & Operating Agreements)

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DRAFT

**COOPERATIVE AGREEMENT
FOR INTERSTATE 15 CORRIDOR FREIGHT AND EXPRESS LANES PROJECT
BETWEEN SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

This Cooperative Agreement for Interstate 15 (I-15) Corridor Freight and Express Lanes Project (Cooperative Agreement) is made and entered into this ____ day of _____, 2023, by and between the San Bernardino County Transportation Authority (SBCTA) and the Riverside County Transportation Commission (RCTC). SBCTA and RCTC are sometimes referred to herein individually as “Party,” and collectively as “Parties.”

Recitals

WHEREAS, State and Highways Code §149.11(a)(5), adopted pursuant to Assembly Bill 914 (AB 914), states:

(5) To the extent the San Bernardino County Transportation Commission plans to extend the value-pricing program into the Counties of Los Angeles or Riverside, it shall enter into an agreement with the Los Angeles County Metropolitan Transportation Authority or the Riverside County Transportation Commission, as applicable, subject to approval of the board of directors of the San Bernardino County Transportation Commission and the board of directors of the affected entity. If the value-pricing program developed and operated by the San Bernardino County Transportation Commission connects to, or is near, similar toll facilities constructed and operated by the Los Angeles County Metropolitan Transportation Authority or the Riverside County Transportation Commission, the respective entities shall enter into an agreement providing for the coordination of the toll facilities operated by each entity.

Execution of this Cooperative Agreement between SBCTA and RCTC formalizes the coordination of the toll facilities between San Bernardino and Riverside counties and satisfies the AB 914 requirement for an agreement between SBCTA and RCTC regarding the construction and operation of express lanes in Riverside County by SBCTA.

WHEREAS, SBCTA is planning, designing, and potentially constructing express lanes in the median of I-15 from north of Foothill Boulevard in San Bernardino County to Cantu-Galleano in Riverside County, a distance of approximately 8 miles.

WHEREAS, RCTC operates and maintains the RCTC 15 Express Lanes in Riverside County under a toll facility agreement with the State of California from approximately Cajalco Road to north of Cantu-Galleano Road.

WHEREAS, the Parties acknowledge that the connection of express lane facilities between counties is desirable to provide regional continuity between RCTC and SBCTA express lane facilities.

WHEREAS, adding auxiliary lanes and express lanes on the segment of I-15 between Cantu-Galleano Ranch Road and Foothill Boulevard is an important “next step” in benefiting the flow of commerce and person-movement through this degraded and constrained segment.

WHEREAS, the proposed improvements are consistent with the Southern California Association of Governments (SCAG) Regional Express Lane Network in the adopted Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) and will greatly improve the merging and operational characteristics for trucks and passenger cars.

WHEREAS, continuity of operation across county lines is highly desirable to best serve the traveling public.

WHEREAS, SBCTA successfully sought Senate Bill 1 (SB-1) grant funds for proposed express lanes from north of Foothill Boulevard in San Bernardino County connecting to the RCTC 15 Express Lanes at Cantu-Galleano Ranch Road in Riverside County, including the addition of auxiliary lanes at select locations.

WHEREAS, the Parties acknowledge that the I-15 Corridor Freight and Express Lanes Project (Project) will connect to the operating RCTC 15 Express Lanes facility by constructing one to two express lanes from Cantu-Galleano Ranch Road in Riverside County to Jurupa Street in San Bernardino County.

WHEREAS, the Parties acknowledge that RCTC will by separate agreement assign its rights and obligations related to that portion of existing RCTC 15 Express Lanes north of Cantu-Galleano Ranch Road to SBCTA to enable SBCTA operation of the toll segment from Cantu-Galleano Ranch Road to Jurupa Street consistent with the terms of the RCTC Toll Facility Agreement with Caltrans.

WHEREAS, coordination between the Parties during design, construction, and operations of the connecting 15 Express Lanes is crucial to provide for compatibility of the toll collection and traffic management systems, to identify and mitigate potential impacts that construction may have on the RCTC 15 Express Lanes, and to ultimately provide for seamless operation of the 15 Express Lanes in San Bernardino and Riverside counties.

WHEREAS, it is the intent of the Parties in entering into this Cooperative Agreement to establish certain opportunities for cooperation and coordination and to set forth various responsibilities of the Parties, all as further set forth herein. It is the further intent of the Parties that all provisions contained in this Cooperative Agreement and all actions taken hereunder shall be consistent with AB 914, and Streets & Highways Code Sections 149.8 and 149.11.

WHEREAS, the Parties acknowledge and agree that nothing in this Agreement commits SBCTA to approving or constructing the Project.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually understood and agreed by SBCTA and RCTC as follows:

ARTICLE 1 – DEFINITIONS

1.1 Assigned Portion

The term “Assigned Portion” shall mean and refer to RCTC’s existing 15 Express Lanes from Cantu-Galleano Ranch Road located to the northern limit of the Toll Facility, as depicted in Exhibit E, to be assigned to SBCTA pursuant to the Partial Assignment and Assumption.

1.2 Betterments

The term “Betterments” shall mean and refer to any RCTC-requested improvements to the RCTC 15 Express Lanes or other facilities in Riverside County beyond the scope of the approved PS&E design that SBCTA may agree to complete in conjunction with the Project, at RCTC’s sole cost and expense.

1.3 Cantu-Galleano Ranch Road Interchange Improvements

The term “Cantu-Galleano Ranch Road Interchange Improvements” shall mean and refer to those improvements beyond the scope of the approved PA/ED design and requested by RCTC to be made along I-15 (northbound and southbound) to facilitate improved express lane access/weaving as well as improved circulation to local Cantu-Galleano Ranch Road interchange ramps, as further detailed in Exhibit F.

1.4 Cantu-Galleano Ranch Road Interchange Improvements Costs

The term “Cantu-Galleano Ranch Road Interchange Improvements Costs” shall mean and refer to those costs associated with the final design, procurement and construction of the “Cantu-Galleano Ranch Road Interchange Improvements”, excluding RCTC and SBCTA staff costs. Cantu-Galleano Ranch Road Interchange Improvements Costs are shown in Exhibit F.

1.5 Closure

The term "Closure" shall mean and refer to an instance during which (1) any of the RCTC 15 Express Lanes are closed by SBCTA or its Contractor to facilitate construction of the Project or (2) ingress to or egress from the RCTC 15 Express Lanes is impacted, in RCTC’s sole discretion, by SBCTA or its Contractor to facilitate construction of the Project or (3) RCTC 15 Express Lanes are required to be closed in order for adjacent SBCTA work to be performed safely in RCTC’s sole discretion.

1.6 Construction Contract

The term “Construction Contract” shall mean and refer to the contract for construction of civil infrastructure for the Project.

1.7 Construction Contract Acceptance

The term “Construction Contract Acceptance” shall mean the calendar date when SBCTA accepts the completed construction contract.

1.8 Construction Contractor or Contractor

The term “Construction Contractor” or “Contractor” shall mean and refer to the firm or firms procured by SBCTA responsible for the construction of the civil infrastructure for the Project.

1.9 Construction Manager

The term “Construction Manager” shall mean and refer to the firm or firms procured by SBCTA responsible for management of the construction of the Project.

1.10 Construction Work Zone

The term "Construction Work Zone " shall mean the portion of the Project in which construction equipment or material is present or temporary traffic control devices, for the purpose of construction, are in place.

1.11 Cross-County Toll Segment

The term “Cross-County Toll Segment” shall mean and refer to the toll segment that spans approximately 3.12 miles from the center point of access at Jurupa Street in San Bernardino County to the center point of access at Cantu-Galleano Ranch Road in Riverside County constructed by or assigned to SBCTA as part of the Project.

1.12 Customer

The term “Customer” shall mean and refer to paying, or otherwise authorized, users of any portion of the RCTC 15 Express Lanes or SBCTA 15 Express Lanes, which user has both a transponder and an account with the RCTC or SBCTA 15 Express Lanes customer service center, or any other interoperable toll agency.

1.13 Customer Account

The term “Customer Account” shall mean and refer to accounts of Customers held by the RCTC or SBCTA 15 Express Lanes customer service center or any other interoperable toll agency.

1.14 Designated Executive Representative

The term “Designated Executive Representative” shall mean and refer to the SBCTA employee, if any, designated by the SBCTA Board of Directors and to the RCTC employee designated by the RCTC Executive Director to make decisions on behalf of

the Parties for the purpose of furthering this Cooperative Agreement as provided in Section 2.3.

1.15 Effective Date

The term “Effective Date” shall mean and refer to the date this Cooperative Agreement has been approved and executed by both Parties.

1.16 Emergency

The term “Emergency” shall mean and refer to an unforeseen circumstance that poses an imminent risk or danger of serious injury, damage, or harm to persons or property.

1.17 Executive Director

The term “Executive Director” shall mean and refer to the Executive Director of RCTC or SBCTA, or his or her designee.

1.18 Final Design Plans

The term “Final Design Plans” shall mean and refer to the design plans that have been approved by the California Department of Transportation (Caltrans) for inclusion in the Plans, Specifications, and Estimate (PS&E) Package for the Advertisement, Award, and Administration of a Construction Contract.

1.19 65% Design Plans

The term “65% Design Plans” shall mean and refer to the design plans conforming to 65% level of completeness for purposes of review.

1.20 95% Design Plans

The term “95% Design Plans” shall mean and refer to the design plans conforming to 95% level of completeness for purposes of review.

1.21 I-15

The term “I-15” shall mean and refer to the Interstate 15 freeway corridor.

1.22 15 Express Lanes

The term “15 Express Lanes” shall mean and refer to the RCTC 15 Express Lanes and the SBCTA 15 Express Lanes, regardless of County of origin.

1.23 Opening Date

The term “Opening Date” shall mean and refer to the date that the SBCTA 15 Express Lanes are first made available to traffic, irrespective of whether actual tolling commences on such date.

1.24 Other Toll Entities

The term “Other Toll Entities” shall mean and refer to any other public agency or private entity operating a toll facility in California and with whom RCTC or SBCTA has entered into a cooperative user fee processing or interoperability (e.g., California Toll Operators Committee interoperability) agreement.

1.25 Partial Assignment and Assumption

The term “Partial Assignment and Assumption” shall mean and refer to the Partial Assignment and Assumption of Rights and Obligations Under Toll Facility Agreement (Including Real Property Lease) Interstate 15 Express Lanes in Riverside County and Consent and Acceptance of Caltrans agreement to be entered into amongst Caltrans, RCTC and SBCTA.

1.26 Partial Assignment and Assumption Effective Date

The term “Partial Assignment and Assumption Effective Date” shall mean and refer to the effective date of the Partial Assignment and Assumption, upon which point RCTC turns over the Assigned Portion of the RCTC 15 Express Lanes to SBCTA and SBCTA begins Toll Revenue Transfer to RCTC.

1.27 Permitted I-15 RCTC EL Closures

The term “Permitted I-15 RCTC EL Closures” shall mean and refer to certain Closures of the RCTC 15 Express Lanes where RCTC will allow SBCTA Closures of the RCTC I-15 Express Lanes during certain hours.

1.28 Project

The term “Project” shall mean and refer to the planning, design, and potential construction of the SBCTA 15 Express Lanes, including the Cantu-Galleano Ranch Road Improvements, the Cross-County Toll Segment, and related corridor improvements included in the I-15 Corridor Freight and Express Lanes Project – Contract 1 as depicted in the attached Exhibit A.

1.29 Project Costs

The term “Project Costs” shall mean and refer to the total costs associated with delivery of the Project, excluding SBCTA and RCTC staff costs. Project costs are further divided into San Bernardino County Improvements Costs, Riverside County Improvements Costs, Cantu-Galleano Ranch Road Improvements Costs and SBCTA Toll Collection System Costs.

1.30 PS&E Package

The term “PS&E Package” shall mean and refer to the Plans, Specifications and Estimates (PS&E) Package prepared by the design team and certified by Caltrans as Ready to List (RTL) for purposes of bidding and constructing the Project. The PS&E package will include any addendums issued between RTL and contract award to the Construction Contractor.

1.31 RCTC 15 Express Lanes

Prior to the Partial Assignment and Assumption Effective Date, the term “RCTC 15 Express Lanes” shall mean and refer to the facility generally described as the existing two- to four-lane, 15-mile-long express lane facility constructed in the median of I-15 between Cajalco Road and State Route 60 that opened to traffic in April 2021. Following the Partial Assignment and Assumption Effective Date, the term “RCTC 15 Express Lanes” as defined herein shall exclude the Assigned Portion.

1.32 RCTC 15 Express Lanes Segment 1 Southbound

The term “RCTC 15 Express Lanes Segment 1 Southbound” shall mean and refer to the southbound tolled segment of the RCTC 15 Express Lanes between State Route 60 and 6th Street or with revised limits as modified by the Partial Assignment and Assumption

1.33 RCTC 15 Express Lanes Segment 4 Northbound

The term “RCTC 15 Express Lanes Segment 4 Northbound” shall mean and refer to the northbound tolled segment of the RCTC 15 Express Lanes between 6th Street and State Route 60 or with revised limits as modified by the Partial Assignment and Assumption.

1.34 RCTC I-15 TIFIA Loan Agreement

The Term “RCTC I-15 TIFIA Loan Agreement” shall mean and refer to the TIFIA Loan Agreement for the Interstate 15 (I-15) Express Lanes Project between the United States Department of Transportation and the Riverside County Transportation Commission, dated July 20, 2017.

1.35 RCTC I-15 Trustee

The Term “RCTC I-15 Trustee” shall mean and refer to the term “Trustee” as defined in the RCTC I-15 TIFIA Loan Agreement.

1.36 RCTC I-15 Toll Facility Agreement

The term “RCTC I-15 Toll Facility Agreement” shall mean and refer to the Agreement between Caltrans and RCTC dated September 29, 2016, as amended, governing the

use, maintenance, reconstruction, operation and condition on return to Caltrans of the RCTC 15 Express Lanes.

1.37 RCTC Toll Operator

The term “RCTC Toll Operator” shall mean the firm or firms under contract to RCTC or its sub-contractors for operations of the RCTC 15 Express Lanes.

1.38 RCTC Toll System and Operation

The term “RCTC Toll System and Operation” shall mean and refer to the toll collection equipment, systems, toll collection price signs, and associated materials, customer service center and traffic operation center installed by RCTC for the purposes of operating the RCTC 15 Express Lanes.

1.39 RCTC Toll System and Operation Modifications

The term “RCTC Toll System and Operation Modifications” shall mean and refer to all modifications to the RCTC Toll System and Operation and associated testing required by the Project.

1.40 Revenue Service Commencement

The term “Revenue Service Commencement” shall mean and refer to the calendar date at which the SBCTA begins collecting toll revenue for the SBCTA 15 Express Lanes.

1.41 Riverside County Improvements

The term “Riverside County Improvements” shall mean and refer to the Project improvements in Riverside County and RCTC Toll System and Operation Modifications as required by the Project, excluding the Cantu-Galleano Ranch Road Interchange Improvements. Riverside County Improvements are further described in Exhibit B.

1.42 Riverside County Improvements Costs

The term “Riverside County Improvements Costs” shall mean and refer to those costs associated with the final design, procurement and construction of the Riverside County Improvements, excluding RCTC and SBCTA staff costs and the cost of any SBCTA toll system equipment installed as part of the SBCTA 15 Express Lanes. Riverside County Improvements Costs are further described in Exhibit D.

1.43 San Bernardino County Improvements

The term “San Bernardino County Improvements” shall mean and refer to the Project improvements in San Bernardino County, less any existing toll system equipment owned and operated by RCTC as part of the RCTC 15 Express Lanes.

1.44 San Bernardino County Improvements Costs

The term “San Bernardino County Improvements Costs” shall mean and refer to those costs associated with the final design, procurement and construction of the San Bernardino County Improvements, excluding SBCTA staff costs.

1.45 SBCTA 15 Express Lanes

The term “SBCTA 15 Express Lanes” shall mean and refer to the two- to four-lane, 8-mile-long express lane facility to be modified or constructed in the median of I-15 between Cantu-Galleano Ranch Road and north of Foothill Boulevard as part of the Project. As of, but not prior to, the Partial Assignment and Assumption Effective Date, the term “SBCTA 15 Express Lanes” shall include the Assigned Portion.

1.46 SBCTA 15 Express Lanes Gross Toll Revenue

The term “SBCTA 15 Express Lanes Gross Toll Revenue” shall mean and refer to (a) toll revenues, user fees, rents or other similar charges payable for use of the SBCTA 15 Express Lanes including receipts from the sale or rental of transponders, as well as fines and penalties and interest thereon collected as a result of a failure to pay any such amounts, (b) proceeds of insurance payable to or received by SBCTA with respect to the SBCTA 15 Express Lanes (whether by way of claims, return of premiums, ex gratia settlements or otherwise), including proceeds from business interruption insurance and loss of advance profits insurance, except for proceeds of fire and other casualty insurance, (c) proceeds of any condemnation awards with respect to the SBCTA 15 Express Lanes except to the extent actually applied or reserved for application to replacement of the SBCTA 15 Express Lanes, (d) liquidated damages paid to SBCTA by the SBCTA Toll Services Provider pursuant to the SBCTA Toll Services Provider operating agreement, and (e) any other incidental or related fees or charges; but excluding therefrom cash advances representing deposits against future toll payments from users or potential users of the SBCTA 15 Express Lanes.

1.47 SBCTA 15 Express Lanes Segment 1

The term “SBCTA 15 Express Lanes Segment 1” shall mean and refer to the toll segment operated by SBCTA from Cantu-Galleano Ranch Road to Jurupa Street (also referred to as the Cross-County Toll Segment).

1.48 SBCTA 15 Express Lanes Segment 2

The term “SBCTA 15 Express Lanes Segment 2” shall mean and refer to the toll segment operated by SBCTA from Jurupa Street to north of Foothill Boulevard.

1.49 SBCTA Back Office

The term “SBCTA Back Office” shall mean and refer to the back-office center and/or the Customer service center either contracted with or operated by SBCTA.

1.50 SBCTA Toll Collection System

The term “SBCTA Toll Collection System” shall mean and refer to the toll collection equipment, signage and associated materials installed by the SBCTA for purposes of operating the SBCTA 15 Express Lanes.

1.51 SBCTA Toll Collection System Costs

The term “SBCTA Toll Collection System” shall mean and refer to those costs associated with the final design, procurement and installation of the SBCTA Toll Collection System.

1.52 SBCTA I-15 Toll Facility Agreement

The term “SBCTA Toll Facility Agreement” shall mean and refer to the Agreement to be executed between Caltrans and SBCTA governing the use, maintenance, reconstruction, operation and condition on return to Caltrans of the SBCTA 15 Express Lanes.

1.53 SBCTA Toll Operations Center

The term “SBCTA Toll Operations Center” shall mean and refer to the operations center operated by SBCTA for the SBCTA 15 Express Lanes.

1.54 SBCTA Toll Services Provider

The term “SBCTA Toll Service Provider” shall mean and refer to the initial operator of the SBCTA 15 Express Lanes, or any successor, responsible for, among other things, the collection of tolls and fees and the establishment and maintenance of customer accounts and records, pursuant to an operating agreement entered into with SBCTA, to which RCTC shall be a beneficiary as respects rights and obligations related to the Toll Revenue Transfer payments.

1.55 Substantial Completion

The term “Substantial Completion” shall mean and refer to the calendar date specified in the certificate of substantial completion issued by SBCTA under the Construction Contract.

1.56 TIFIA Consent

The term “TIFIA Consent” shall mean and refer to written consent from the United States Department of Transportation to the assignment by RCTC of the Assigned

Portion, and to the changes to the RCTC 15 Express Lanes as contemplated by this Cooperative Agreement and the Partial Assignment and Assumption Agreement.

1.57 Toll Operations Agreement

The term “Toll Operations Agreement” shall mean and refer to the future toll operations agreement to be entered into by the Parties and which shall set forth the specific guidelines and requirements related to the detailed coordination of operations and maintenance of express lanes between the Counties.

1.58 Toll Pricing Policies

The term “Toll Pricing Policies” shall mean and refer to policies adopted or procedures implemented by each Party for setting toll prices and rates for Customers.

1.59 Toll Revenue Transfer

The term “Toll Revenue Transfer” shall mean and refer to the payment of agreed upon toll revenue impacts from SBCTA to RCTC for the transfer of the Assigned Portion of the 15 Express Lanes from RCTC to SBCTA pursuant to the Partial Assignment and Assumption.

1.60 Transportation Corridor Agencies (TCA)

The term “Transportation Corridor Agencies” is the Agency with which SBCTA has entered into a Cooperative Agreement for the purposes of providing toll services for the I-10 Corridor and anticipated to provide toll services for the I-15 Corridor.

1.61 Unpermitted I-15 RCTC EL Closures

The term “Unpermitted I-15 RCTC EL Closures” shall mean and refer to when SBCTA closes the RCTC I-15 Express Lanes, reduces its length, or modifies the ingress/egress such that revenues are impacted outside the permitted Closure timeframes.

ARTICLE 2 – RELATIONSHIP BETWEEN THE PARTIES

2.1 Objectives Regarding Coordination of Design, Construction, and Operation of the Project

2.1.1 General

- a) RCTC and SBCTA will continue to collaborate with each other and with Caltrans to encourage the most efficient management of the flows of goods and people throughout the length of I-15 in Riverside and San Bernardino counties, recognizing that I-15 is a nationally significant freight corridor.
- b) Adding auxiliary lanes and express lanes on the segment of I-15 between Cantu-Galleano Ranch Road and Foothill Boulevard is an important “next step” in benefiting the flow of commerce and person-movement through this operationally degraded and constrained segment, and SBCTA desires to complete and RCTC desires to support the Project.
- c) It is the intent and objective of the Parties to provide a consistent service for Customers and to operate the 15 Express Lanes in both Riverside County and San Bernardino County so that Customers will experience a seamless transition between the two facilities as though the 15 Express Lanes were a single facility. The Parties agree to cooperate to facilitate this goal.
- d) The Parties recognize that pursuant to the terms of the RCTC I-15 TIFIA Loan Agreement, any material changes to the RCTC 15 Express Lanes require TIFIA Consent. In order to obtain TIFIA Consent, the Parties agree that SBCTA’s agreement with the SBCTA Toll Services Provider will be provided to the U.S. Department of Transportation for review; will include provisions as further detailed in Section 3.5 of this Cooperative Agreement; and will include RCTC as a beneficiary, as respects such provisions. The Parties shall take such additional steps as reasonably required to obtain TIFIA Consent. The effectiveness of the Partial Assignment and Assumption Agreement is contingent on obtaining TIFIA Consent. If TIFIA Consent is not obtained, this Cooperative Agreement may be terminated by either Party as set forth in Section 7.4.1.

2.1.2 SBCTA Obligations

- a) SBCTA shall adopt policies and take all appropriate administrative and legal steps to operate, including toll collection and violations enforcement, the portion of the Cross-County Toll Segment within Riverside County.
- b) SBCTA shall adopt, implement and maintain toll operating policies for the Cross-County Toll Segment consistent with those set by RCTC for the RCTC 15 Express Lanes.
- c) SBCTA shall coordinate customer education and marketing to ensure consistent messaging with the RCTC 15 Express Lanes.
- d) Upon the Partial Assignment and Assumption Effective Date, SBCTA shall assume all responsibilities of RCTC under the terms of the RCTC I-15 Toll Facility Agreement, except those provisions that apply to debt service or financing of the RCTC I-15 Express Lanes as defined in the RCTC I-15 Toll Facility Agreement, for the Assigned Portion. The transfer of responsibilities from RCTC to SBCTA will be effectuated through the Partial Assignment and Assumption. The Partial Assignment and Assumption Effective Date will also trigger the start of Toll Revenue Transfer payments from SBCTA to RCTC. SBCTA shall comply with all obligations under the Partial Assignment and Assumption.
- e) SBCTA shall design and construct the Cross-County Toll Segment, including associated tolling infrastructure to support new SBCTA roadside equipment and relocated RCTC roadside equipment requirements, connecting the SBCTA and RCTC express lane facilities.
- f) SBCTA shall coordinate with RCTC and the RCTC Toll Operator for design of Cross-County Toll Segment and RCTC Toll System and Operation.
- g) SBCTA shall be responsible for the design, installation, and testing of any new or modified roadside elements of the RCTC Toll System and Operation as part of the Cross-County Segment. The work delineation for modifications to the RCTC Toll System and Operation between the SBCTA and RCTC is further detailed in Exhibit J.
- h) SBCTA shall coordinate with RCTC during construction of the Cross-County Toll Segment and during implementation and testing of tolling systems in the Cross-County Toll Segment.
- i) Following the Partial Assignment and Assumption Effective Date:

- a. SBCTA shall operate, maintain, and collect all toll revenue for the SBCTA 15 Express Lanes, including the Cross-County Toll Segment.
- b. SBCTA shall be responsible for operating the back-office system, including collection of toll revenue and payment of operations and maintenance costs for the Cross-County Toll Segment.
- c. SBCTA shall maintain the Cross-County Toll Segment consistent with maintenance provisions contained within the RCTC I-15 Toll Facility Agreement.
- d. SBCTA shall coordinate operation, maintenance and lane closures of the Cross-County Toll Segment with RCTC to be described in future Toll Operations Agreement between Parties.

2.1.3 RCTC Obligations

- a) With execution of this Cooperative Agreement, RCTC authorizes SBCTA to construct and operate express lanes within Riverside County from the San Bernardino/Riverside County Line near East Philadelphia Street to Cantu-Galleano Ranch Road. Notwithstanding the foregoing, authorization related to operation of the Assigned Portion is contingent upon full execution of the Partial Assignment and Assumption, and subject to the terms therein.
- b) RCTC shall be responsible for any required software changes to the existing RCTC I-15 Express Lanes back-office system to accommodate any new or modified elements of the RCTC Toll System and Operation. RCTC shall also be responsible for the continued performance monitoring of the existing RCTC Toll System and Operation during construction of the Cross-County Segment.
- c) RCTC shall be responsible for operating and maintaining the RCTC 15 Express Lanes, including routine and annual maintenance, during construction of the Project, other than those items specifically assigned to the Construction Contractor as part of the PS&E Package.
- d) RCTC shall assign to SBCTA the Assigned Portion for complete operations and maintenance, including toll setting and collection, for the duration of the RCTC I-15 Toll Facility Agreement with Caltrans, to be effectuated through the Partial Assignment and Assumption.
- e) Upon Partial Assignment and Assumption Effective Date:
 - a. RCTC shall operate, maintain and collect revenue for the RCTC 15 Express Lanes, with the exception of the Assigned Portion.

- b. RCTC shall coordinate operation, maintenance and lane closures of RCTC 15 Express Lanes Segment 4 with SBCTA to be described in future Toll Operations Agreement between Parties.

2.2 Future/Other Agreements

2.2.1 Partial Assignment and Assumption

The Parties working jointly with Caltrans have developed and will execute a separate Partial Assignment and Assumption Agreement no later than 4 months prior to Ready to List (RTL) for the Project. The Partial Assignment and Assumption will formalize and effectuate the assignment of RCTC's rights and obligations to SBCTA related to the Assigned Portion for purposes of SBCTA operation of the Cross-County Toll Segment.

2.2.2 Toll Operations Agreement

The Parties agree to develop and execute a separate Toll Operations Agreement no later than 12 months prior to Substantial Completion. The Toll Operations Agreement will expand on the operational and maintenance guidelines outlined in Article 6 of this Cooperative Agreement and will address toll collection system operational and maintenance responsibilities for each agency's facility as well as mutual toll operation issues such as corridor emergency response, maintenance activity coordination, and express lane Closure communications and costs.

2.2.3 Other Agreements

The Parties acknowledge and agree that coordination and construction of the Cross-County Toll Segment as part of the Project may require additional agreements. SBCTA agrees to use reasonable efforts to enter into any agreement(s) necessary for the final design, construction and operation of the Cross-County Toll Segment. RCTC agrees to negotiate and enter into mutually acceptable agreement(s) necessary to support final design and construction of the Cross-County Toll Segment.

2.3 Approval or Agreement of the Parties

The Parties may each authorize and designate a Designated Executive Representative to make certain decisions on behalf of the Parties by notifying the other Party in writing of such authorization and designation. The Parties expressly agree that this Cooperative Agreement does not in fact operate to approve the Project or its construction and that SBCTA retains the ability to cancel the Project.

2.4 Communication and Cooperation

Communication and cooperation are necessary in the development, planning, and construction stages of the Project and during operation of the RCTC 15 Express Lanes and SBCTA 15 Express Lanes for successful and seamless operations. The Parties agree that communication and cooperation may be accomplished through various forums, including but not limited to as follows:

- a) Meetings of or communications between the Designated Executive Representatives
- b) Project Development Team meetings
- c) Working Group meetings
- d) Communications between project development, toll operation, and public affairs staff and consultants of SBCTA and RCTC on an ongoing and as-needed basis

ARTICLE 3 – PROJECT FINANCIAL GUIDELINES

3.1 General

The Parties agree that the Project financial guidelines contained within this Article 3 serve as the basis for funding the Riverside County Improvements, Cantu-Galleano Ranch Road Interchange Improvements, and for the Toll Revenue Transfer following the Partial Assignment and Assumption Effective Date. Under the SBCTA operation of the Cross-County Toll Segment as described in this Cooperative Agreement, SBCTA will be responsible for all costs associated with the development and implementation of the Project, with the exception of the Cantu-Galleano Ranch Road Improvements Costs and any additional Betterments requested by RCTC, as further detailed in Sections 3.2 and 3.3. Following the Partial Assignment and Assumption Effective Date, SBCTA will be responsible for the Assigned Portion and the associated Toll Revenue Transfer to RCTC as further detailed in Section 3.4.

3.2 Funding Terms

3.2.1 The Parties agree to the following terms regarding funding for the Project.

- a) SBCTA is responsible for all Riverside County Improvements Costs, excluding Cantu-Galleano Ranch Road Interchange Improvements Costs and any future Betterments identified by RCTC, as detailed in Exhibit D – Project Cost Responsibility Matrix.
- b) SBCTA is responsible for funding mutually agreed-upon RCTC consultant support costs starting from January 1, 2021, as further described in Section 3.3.1 and Exhibit D, excluding RCTC staff time. SBCTA will reimburse these costs to RCTC within 30 calendar days of receiving an invoice or formal request for reimbursement.
- c) RCTC is responsible for the costs to implement the Cantu-Galleano Ranch Road Interchange Improvements as detailed in Exhibit F, excluding SBCTA staff time. To compensate for these costs, RCTC will contribute, and allow its apportionment to be transferred to SBCTA by Caltrans, federal Congestion Mitigation and Air Quality Program (CMAQ) funds to the Project in an amount equivalent to the Cantu-Galleano Ranch Road Improvements Costs, which shall be comprised of mutually agreed-upon actual design costs and an agreed lump sum price for construction and support costs determined at bid time utilizing the form included in Exhibit F. Parties shall notify Caltrans of the amount to be transferred using the letter agreement as detailed in Exhibit H and executed by the Parties' Executive Directors. RCTC will be directly responsible for payment of the toll revenue impacts

associated with the construction of the Cantu-Galleano Ranch Road Interchange Improvements outlined in Section 3.4. Such payment will not be part of the CMAQ fund transfer to SBCTA.

3.3 Project Cost Administration

3.3.1 Cost and Payment Administration

In accordance with Project funding responsibilities described in 3.2.1, SBCTA shall pay for Riverside County Improvements Costs and the Cantu-Galleano Ranch Road Interchange Improvements Costs as the costs are incurred.

- a) For Riverside County Improvements Costs and Cantu-Galleano Ranch Road Interchange Costs incurred under SBCTA contracts, SBCTA will administer and pay such contracts directly.
- b) For the Riverside County Improvements Costs and Cantu-Galleano Ranch Road Interchange Costs incurred under RCTC contracts, RCTC will administer and pay such contracts directly and will be reimbursed by SBCTA on an actual cost basis. Payment is due to RCTC within 30 calendar days of receipt of an invoice for eligible incurred costs.
- c) During the development and construction phases of the Project, each Party shall bear its own staff costs, and such costs are not deemed an eligible Project Cost.
- d) During construction, SBCTA will reimburse RCTC for estimated lost toll revenue for SBCTA-initiated approved Closures required for the Project and liquidated damages for SBCTA-initiated unapproved lane Closures, as detailed in Exhibit I.

3.3.2 Final Project Cost Deviations

Final Project cost increases, decreases, and unanticipated costs from the values in Exhibit D for the Riverside County Improvements and Exhibit F for the Cantu-Galleano Ranch Road Improvements shall be borne by SBCTA, with the exception of construction cost overruns for a changed site condition directly related to the additional mainline widening required by the Cantu-Galleano Ranch Road Interchange Improvements or construction cost overruns for a changed site condition directly attributed to any Betterments identified by RCTC for inclusion in the Project. SBCTA shall immediately inform RCTC of any cost increases or unanticipated costs for which RCTC may be responsible, and shall not enter into a change order covering such costs without RCTC's prior written concurrence. Any disputes related to such cost increases or change orders shall be resolved pursuant to the dispute resolution process described in Article 7.5.

3.4 Toll Revenue Impacts during Construction

3.4.1 The Parties agree that it is in their best interest to cooperate to mitigate any potential impacts of Project construction on the RCTC 15 Express Lanes in order to minimize loss of Customer use of the lanes due to construction activity and to ensure RCTC is compensated for loss of toll revenues attributable to temporary stage construction impacts, or damage to RCTC Toll Infrastructure or Toll Equipment. Recognizing the revenue impacts to the existing RCTC 15 Express Lanes during Project construction, SBCTA agrees to reimburse RCTC for projected revenue losses as follows:

- a) **Stage Construction:** The Parties agree to pay the RCTC 15 Express Lanes their respective share of the expected revenue loss due to stage construction impacts, including such things as speed reductions and geometric lane changes, in the amounts as shown on Table 3.4-1. The amounts shall be fixed for the approximate duration of stages below and shall not be adjusted unless the expected duration changes by more than 25%. In that case the amount of total revenue loss reimbursement shall change by a pro-rata share equal to the number days the actual duration either exceeds or underruns the expected duration. The project element most directly responsible for the impact, and thus responsible for funding the revenue loss, is identified in Table 3.4-1 under the “Responsible Project Element” heading. First payment shall be made within 30 days following the start of the corresponding construction stage. Payment for subsequent periods shall be made on a quarterly basis on the dates to be mutually agreed by the Parties.

Table 3.4-1 Stage Construction Impacts

Stage(s)	Expected Duration	Estimated Revenue Loss	Fiscal Year of Impact	Responsible Project Element	Agency Responsible for Payment
1, 1a, and 2	12 months	\$310,000	2024	Cantu-Galleano Ranch Road Interchange Improvements	RCTC
3	12 months	\$441,000	2025	Riverside County Improvements	SBCTA
Total		\$751,000			

- b) **Damage to RCTC System and Operation:** SBCTA shall reimburse RCTC for revenue loss incurred by RCTC for any construction or traffic related damage to the existing RCTC toll equipment caused within the Construction Work Zone. The amount of revenue loss shall be computed by RCTC from the timeframe the loss first occurs until such time revenue generation is reestablished in full. The amount of revenue loss reimbursement from SBCTA to RCTC shall be the amount estimated to be in a similar timeframe and duration for which the loss occurred.

3.5 Toll Revenue Transfer during Operations

3.5.1 Recognizing the value associated with the Assigned Portion as well as the need to avoid negative financial impact to existing RCTC 15 Express Lanes financing, SBCTA agrees to provide Toll Revenue Transfer payments to RCTC as follows:

- a) From the Partial Assignment and Assumption Effective Date, expected in Summer 2026, through the duration of the existing RCTC 15 Express Lanes Transportation Infrastructure Finance and Innovation Act (TIFIA) Loan Agreement – Transfer toll revenue to RCTC as set forth below:
- i. Annual Toll Revenue Transfer payments in the amounts listed under Table 1 of the Toll Revenue Transfer Table, dated 4/15/2022 as included in Exhibit G.
 - ii. Beginning the first day of each Fiscal Year following the Project Assignment and Assumption Effective Date, SBCTA shall cause the SBCTA Toll Services Provider to deposit with the RCTC I-15 Trustee the first dollars collected from the SBCTA 15 Express Lanes Gross Toll Revenue, continually accrued up to the Annual Toll Revenue Transfer payments in the amounts listed under Table 1 of the Toll Revenue Transfer Table, dated 4/15/2022 as included in Exhibit G, for that particular fiscal year and escalated as per Section 3.5.1 (c). Prior to October 15th of the same fiscal year any amounts owed by SBCTA for the Annual Toll Revenue Transfer Payments that have not already been deposited to the RCTC I-15 Trustee are due to the RCTC I-15 Trustee. SBCTA shall provide evidence to RCTC of any payments made to the RCTC Trustee. SBCTA shall include the requirements of this provision in the operating agreement or in separate standalone agreement outlining the Toll Revenue Transfer payment process with the SBCTA Toll Services Provider,

and shall include RCTC as a signatory with respect to such requirements and any subsequent changes to such requirements.

- iii. If the Partial Assignment and Assumption Effective Date occurs before July 1, 2026, SBCTA will remit Toll Revenue Transfer payment within 30 days of the Partial Assignment and Assumption Effective Date. Payment will be based on the amount specified for the fiscal year of Partial Assignment and Assumption Effective Date, multiplied by the number of prorated days remaining within the fiscal year, as referenced in the RCTC Toll Revenue Transfer Table dated 4/15/22 as included in Exhibit G.
 - iv. If the Partial Assignment and Assumption Effective Date occurs after July 1, 2026, but before September 15, 2026, SBCTA will remit Toll Revenue Transfer payment by October 15, 2026. Payment will be based on the amount specified for the fiscal year of Partial Assignment and Assumption Effective Date, multiplied by the number of prorated days remaining within the fiscal year, as referenced in the RCTC Toll Revenue Transfer Table dated 4/15/22 as included in Exhibit G.
 - v. If the Partial Assignment and Assumption Effective Date occurs later than September 15, 2026, SBCTA will remit Toll Revenue Transfer payment within 30 days of the Partial Assignment and Assumption Effective Date. Payment will be based on the amount specified for the fiscal year of project opening, multiplied by the number of prorated days remaining within the fiscal year, as referenced in the RCTC Toll Revenue Transfer Table dated 4/15/22 as included in Exhibit G.
- b) From the end of the RCTC I-15 TIFIA Loan Agreement, defined as the earlier of any refinance or retirement of the existing loan or the loan maturity date of June 1, 2055, through the duration of RCTC 15 Express Lanes lease term with Caltrans expiring in April 2071 – Transfer toll revenue to RCTC as set forth below.
- i. Annual payments in the amounts listed under Table 2 of the Toll Revenue Transfer Table, Table 2 dated 4/15/2022 as included in Exhibit G.
 - ii. Annual Toll Revenue Transfer payments owed to RCTC shall be made by October 15.

- iii. If the existing TIFIA loan is refinanced or retired prior to June 1, 2055, Toll Revenue Transfer payments will be owed based on the forecasted modeled toll revenue impact as specified in Table 1 of Exhibit G through the closing date of the new debt issuance or TIFIA loan retirement. After the closing date of the new issuance or loan retirement, payments will be based on the tolled lane mile approach in Table 2 of Exhibit G specified for the fiscal year of impact multiplied by prorated number of days remaining in the fiscal year. If payment has already been made for the full fiscal year, SBCTA and RCTC agree to reconcile the difference between the prorated Table 1 and Table 2 amounts for that fiscal year.
- iv. Upon expiration of the RCTC I-15 TIFIA Loan Agreement, Toll Revenue Transfer payments will be owed based on the tolled lane mile approach as specified in Table 2 of Exhibit G and the number of prorated days remaining in the fiscal year (30 days – June 1 thru June 30).
- c) The Toll Revenue Transfer currently expressed in 2021 dollars will be escalated by the May regional Consumer Price Index for all urban consumers (CPI-U) for the Riverside-San Bernardino-Ontario MSA annually to determine the actual transferred amount in the year it is paid (Year of Expenditure). Specifically, the escalation factor calculation is as follows:

Annual Change in CPI-U (Riverside-San Bernardino-Ontario):

May 20xx - index (current year of payment) less May 20xx - index (prior year of payment) = Change in CPI-U index

Change in CPI-U index divided by May 20xx – index (prior year of payment) equals (=) escalation factor

The escalation factor will be adjusted annually as outlined in Exhibit G (multiplier affect). Specifically, the change in CPI-U will be adjusted to reflect the value of the modeled revenue transfer owed during upcoming the year of payment. The escalated Annual Toll Revenue Transfer payments for a particular fiscal year will be provided by RCTC by June 15 of the preceding fiscal year.

If the *CPI-U (Riverside-San Bernardino-Ontario)* becomes unavailable both parties should mutually agree on a consumer price index pertaining to the inland empire area.

- 3.5.2 Should the conditions described under Section 7.7 – Force Majeure result in a significant decrease in toll revenue for the Cross-County Toll Segment, the Parties agree to mutually assess and make good faith efforts to develop an appropriate reduction to the toll revenue transfer amounts described in 3.4.1.

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ARTICLE 4 – COORDINATION DURING DESIGN AND PROCUREMENT

4.1 Coordination of Project Design

The Parties agree and acknowledge that cooperation and coordination during design is critical to the successful delivery of the Project.

4.1.1 The design of the Project includes civil work within Riverside County and associated tolling infrastructure supporting SBCTA operation of the portion of the Cross-County Toll Segment within Riverside County, as well as relocation of RCTC tolling infrastructure and equipment as needed to construct the Project.

4.1.2 The required coordination of design and procurement shall be achieved through implementation of the following measures:

- a. SBCTA shall establish various working groups for Project matters and activities such as review of engineering and design plans, tolling infrastructure and equipment, review of lane closure requirements, and review of construction requirements.
- b. RCTC shall provide staff or consultants to participate in the review and comment on matters related to engineering, design, tolling, construction, scheduling, and coordination of all portions of the Project that may impact the RCTC 15 Express Lanes.

4.1.3 SBCTA will ensure that all RCTC comments for the Cross County Toll Segment that impact the Cantu-Galleano Ranch Road Improvements and any comments related to impacts to the RCTC Toll System and Operation are addressed to the satisfaction of RCTC, at which point RCTC will provide to SBCTA a statement of concurrence/no further comments for the PS&E Package.

4.2 Design of Project in Riverside County

4.2.1 The Project includes improvements within Riverside County, which include Riverside County Improvements as described in Exhibit B and Cantu-Galleano Ranch Road Interchange Improvements as described in Exhibit F. SBCTA will lead the Project design utilizing a traditional design-bid-build approach.

4.2.2 The 65% Design Plans, 95% Design Plans, and Final Design Plans for the Project and any material modifications to such Final Design Plans made prior to approval of the Construction Contract, shall be subject to RCTC's review and comment, with the timing coordinated with SBCTA. RCTC shall provide any comments on the foregoing to SBCTA in an agreed-upon timeline as defined herein this section. The standard of RCTC's review and comment, except as relates to the Cantu-Galleano Ranch Road Interchange Improvements, will

generally be limited to issues that involve express lane operations, including, express lane access/ signage/traffic monitoring, and/or potential foreseeable adverse impacts to the operations, maintenance, and revenues of the RCTC 15 Express Lanes. RCTC will provide its best effort to be responsive to SBCTA on all design reviews. If there are disputes on design preferences, then the dispute resolution process described in Article 7.5 will be followed. Should RCTC fail to provide comments or requested revisions to any of the above-specified design plans for the Riverside County Improvements within the agreed-upon timeline, SBCTA will proceed in accordance with the submitted design plans.

RCTC's review and/or approval of any Documents Submitted for RCTC Approval shall conform to the following schedule:

- a. Initial comments on and/or requested revisions to 65% Design Plans, 95% Design Plans, or other design Documents Submitted for RCTC review and comment, excluding the Final Design Plans that have addressed all comments, changes or any other post-Construction Contract-award, shall be provided to SBCTA within thirty (30) calendar days after delivery by SBCTA to RCTC of such documents.
- b. RCTC shall provide comments to any such resubmitted documents, excluding changes or any other post-Construction Contract-award changes, within fourteen (14) calendar days after delivery by SBCTA to RCTC of such documents.
- c. Initial comments on and/or requested revisions to Final Design Plans submitted for RCTC comment shall be provided to SBCTA within fourteen (14) calendar days after delivery by SBCTA to RCTC of such documents.
- d. Initial comments on and/or requested revisions to any changes or any other post-Construction Contract-award changes submitted to RCTC for comment shall be provided to SBCTA within seven (7) calendar days after delivery by SBCTA to RCTC of such document.
- e. RCTC shall provide comments of any such resubmitted documents for RCTC comment related to changes or any other post-Construction Contract-award changes expressly included herein within seven (7) calendar days after delivery by SBCTA to RCTC of such document.
- f. Should RCTC fail to provide timely comments on requested revisions to, and/or approval of any Documents Submitted for RCTC comment in

accordance with Section 4.2.2, above, SBCTA will proceed in accordance with the submitted design plans.

- g. All RCTC comments and/or requested revisions shall be provided in writing with reasonable detail, and RCTC shall indicate the nature and basis of the issue or concern underlying each of the comments or requested revisions.
- 4.2.3 In the event of any contrary direction or comment by Caltrans and RCTC best efforts will be made to ensure that a solution can be developed that will adequately meet both agency requirements.
- 4.2.4 If RCTC desires any Betterments to be completed as part of the Project, RCTC may timely request the desired Betterments and provide SBCTA with a detailed description of the Betterments, including sufficient information and detail as would be required for inclusion in the PS&E Package. In the event that Betterments are identified after the 95% Design Package, SBCTA and RCTC will consider the need of the Betterment on a case-by-case basis. If the Betterments are acceptable to SBCTA, in its sole discretion, SBCTA shall include them in the scope of work for the Project. No Betterment that would delay the completion date or otherwise result in an unreasonable deviation from the project schedule shall be considered. Betterments shall be at RCTC's sole cost and expense, including (i) the costs incurred to incorporate acceptable Betterments into the scope of work of the Project; (ii) additional design, construction, and oversight costs arising from or associated with the Betterments, including changes thereto; (iii) the costs associated with preparing and obtaining approval of an environmental revalidation and/or necessary permits associated with the Betterments; (iv) additional operations and maintenance costs arising from or associated with the Betterments, including changes thereto; and (v) costs associated with any impact on the design and construction schedule associated with the Betterments.
- 4.2.5 Unless otherwise agreed upon by the Parties, SBCTA shall be responsible for implementing required environmental mitigation measures and monitoring in Riverside County for the Project, pursuant to the final environmental documents for the Project, as approved by all relevant regulatory agencies. Additional mitigation may be required during the final permitting. The cost for environmental mitigation work in Riverside County shall be considered Riverside County Improvements Costs, with the exception of any environmental mitigation work that is the direct result of the Cantu-Galleano Ranch Road Improvements, which shall be included in the Cantu-Galleano Ranch Road Improvements Costs.

- 4.2.6 The Parties agree to work together to coordinate planning and design of the Riverside County Improvements with the current operation of the RCTC 15 Express Lanes. SBCTA shall develop and provide to RCTC for timely review and comment, technical provisions regarding lane closures, detours, operations, and other such matters for inclusion in the PS&E Package to attempt to mitigate any impacts to the RCTC 15 Express Lanes related to the Project. While the Parties recognize that the staging and construction of the Project will likely require some Closures and result in other impacts, it is SBCTA's intent to construct the Project in a manner that will reasonably minimize impacts to the ongoing operations of the RCTC 15 Express Lanes and pursuant to a defined Closure regime designed to limit Closures and to avoid any significant and/or unpermitted Closures. SBCTA shall include language to this effect in the PS&E Package and resulting Construction Contract for RCTC review and comment.

4.3 Design of Project Tolling Improvements in Riverside County

- 4.3.1 The Project will require coordination and installation of new toll collection equipment, gantries, and signage required for SBCTA operation of the Cross-County Toll Segment in Riverside County. SBCTA will lead the design of the SBCTA tolling civil infrastructure and SBCTA Toll Collection System equipment.
- 4.3.2 The Project will require RCTC Toll System and Operation Modifications, including both the civil works required to support the roadside tolling equipment and the design, relocation, and testing required to implement the modifications.
- a) SBCTA is responsible for the design and coordinating all the civil elements, both permanent and any required temporary works, required to support modifications to the RCTC Toll System and Operation, including but not limited to such things as conduit, fiber optic cable, power supply, poles, gantries, and equipment pads. SBCTA shall provide an opportunity, as per Section 4.2.2, for RCTC to review the plans for any proposed modifications or expected physical or operational impacts to the existing RCTC I-15 Express Lanes. The design shall accommodate the required RCTC Toll Operator review timelines and system testing protocols as part of the stage construction approach. RCTC shall provide a review certification of the 100% plans indicating its approval of the SBCTA design approach.
 - b) SBCTA is responsible for the design, installation, and testing of any new or relocated toll equipment required as part of the implementation of the Project.

- c) SBCTA shall perform a radio frequency (RF) survey for the relocated RCTC Toll Systems to be approved by RCTC to ensure no degradation in existing performance levels for RCTC Toll System and Operation.
 - d) RCTC shall be responsible for any required software changes to the existing RCTC I-15 Express Lanes back-office system to accommodate any new or modified elements of the RCTC Toll System and Operation.
- 4.3.3 The Parties agree to hold toll working group coordination meetings as needed to coordinate temporary or permanent modifications to the RCTC Toll System and Operation.

4.4 Coordination of Project Procurement

RCTC acknowledges that timely completion of the Final Design Plans by SBCTA for purposes of procuring a Construction Contractor is critical to the overall feasibility and funding of the Project and requires timely review and approval by RCTC of (i) any design plans submitted to RCTC and (ii) any-specifications included within the PS&E Package.

- 4.4.1 SBCTA shall lead the procurement, award and administration of the Construction Contract for the Project. RCTC shall not have any right to approve the Construction Contractor or the award of the Construction Contract for the Project.
- 4.4.2 SBCTA shall lead the procurement, award, and administration for any design or construction services needed for the SBCTA Toll Collection System and SBCTA Back Office. RCTC shall not have any right to approve the SBCTA Toll Collection System and SBCTA Back Office contractors or award of any related amendments or contracts.

ARTICLE 5 COORDINATION DURING CONSTRUCTION

5.1 Coordination of Project during Construction

- 5.1.1 The Parties agree to work together to coordinate construction and minimize impacts of the Project with the current operation of the RCTC 15 Express Lanes.
- 5.1.2 SBCTA will allow, and provide in its Construction Contract the same, reasonable access to the construction site for RCTC and its consultants to perform routine or emergency maintenance to its existing tolling equipment. RCTC will perform this work in a manner to minimize impact to the Project.
- 5.1.3 SBCTA will allow, and provide in its Construction Contract the same, access to the construction site for RCTC and its consultants to install and test RCTC Toll System and Operation Modifications in a reasonable manner and timeframe.
- 5.1.4 SBCTA will identify any construction issue associated with or potentially impacting RCTC 15 Express Lanes and provide timely dissemination of information to Customers and general public. SBCTA will schedule ongoing public outreach meetings and be the lead agency providing public notifications, with such information also provided to RCTC for posting on RiversideExpress.com in a compatible format and consistent with the aesthetic theme and narrative utilized by RCTC on RiversideExpress.com. The required advance notification to RCTC for such notices may vary depending on the level of impacts, as such the timing of such notices shall be as mutually agreed during the construction phase, but generally shall be in the order of no less than 7 calendar days.
- 5.1.5 SBCTA shall establish and lead on-going construction coordination meetings with RCTC. The objectives of the meetings will be to keep RCTC informed of relevant project information as it relates to Project status and potential impacts to the existing RCTC I-15 Express Lanes and provide advance notice of any items requiring RCTC input or action, including such things deviations from the approved plans impacting the RCTC Toll Systems and Operations or requested Betterments.
- 5.1.6 SBCTA acknowledges as the implementation agency its lead role in administering the Project in a fashion that minimizes impact to the existing RCTC I-15 Express Lanes, identifies issues for action in a timely manner to avoid cost and schedule impacts to either party, and provides adequate time for RCTC and its consultants to review, provide comment, and resolve issues in manner for to avoid cost or schedule impacts for those issues requiring RCTC action.

- 5.1.7 RCTC acknowledges that timely review of (i) any changes requiring RCTC comment, (ii) any post-Construction Contract-award changes requiring RCTC comment, and (iii) any environmental mitigation measures specific to Cantu-Galleano Ranch Road Interchange Improvements to be implemented in the I-15 right-of-way requiring RCTC comment is critical to the Project and requires timely review and comment by RCTC.
- 5.1.8 Following award of the Construction Contract, any significant change to the Final Design Plans for the roadway portion of the Riverside County Improvements shall be subject to RCTC's review and comment, which shall not be unreasonably withheld and shall be provided in a timely manner. The standard of RCTC's review and comment, except for the Cantu-Galleano Ranch Road Interchange Improvements, will generally be limited to issues that involve, express lane access/signage/traffic monitoring, and/or potential adverse impact to the operations, maintenance, and revenues of the RCTC 15 Express Lanes. If there are disputes on solution to the construction change or issue, then the dispute resolution process described in Article 7.5 will be followed. Should RCTC fail to provide comments on such change in accordance with the timelines specified in Section 4.2.2, SBCTA shall proceed as the change was deemed approved. The timelines under Section 4.2.2 may be revised for an individual change as per mutual agreement
- 5.1.9 RCTC shall provide any comments to SBCTA staff and consultants and not directly to the Construction Contractor. RCTC shall not have the right or power to direct the work of SBCTA's consultants or the Construction Contractor.
- 5.1.10 SBCTA shall be responsible for the timely replacement and repair of any RCTC Toll System and Operation damaged by SBCTA within the project limits during the project construction. If SBCTA requests that RCTC perform repair work required to be completed by SBCTA, RCTC will be reimbursed by SBCTA for all costs, other than direct staff costs. Should any damage cause loss of revenue, SBCTA will be responsible for reimbursement of lost revenue and all costs related to repair of the damage within thirty (30) days of notification from RCTC. Should SBCTA not respond in a timely manner, RCTC reserves the right to perform the repairs and recover all its repairs costs from SBCTA.
- 5.1.11 RCTC shall also be responsible for the continued performance monitoring of the existing RCTC Toll System and Operation during construction and shall report in a timely manner to SBCTA any performance anomalies it believes are caused by construction activities for discussion and resolution.

5.2 Closures of RCTC 15 Express Lanes During Construction

- 5.2.1 SBCTA agrees not to close or reduce the length of the existing RCTC 15 Express Lanes, nor alter the configuration of the ingress/egress zones of the RCTC 15 Express Lanes in a manner that, in RCTC's sole determination, impacts revenue to RCTC, other than as described in this Section 5.2.
- 5.2.2 The Parties agree that certain Closures of the RCTC 15 Express Lanes are required for construction of the Project and that SBCTA shall be responsible to RCTC for payment of the resultant lost revenue. RCTC will allow SBCTA Closures of the RCTC I-15 Express Lanes during certain hours, designated as "Permitted I-15 RCTC EL Closures" as shown on Exhibit I. SBCTA will reimburse to RCTC the projected lost toll revenue as indicated on Exhibit I. The Parties agree these shall be RCTC's sole remedy for any revenue impacts to RCTC related to or arising out of the Permitted I-15 RCTC EL Closures.
- 5.2.3 If for whatever reason SBCTA closes the RCTC I-15 Express Lanes, reduces its length, or modifies the ingress/egress such that revenues are impacted outside the permitted Closure timeframes, such Closures shall be deemed an "Unpermitted I-15 RCTC EL Closures" and SBCTA shall reimburse RCTC the applicable values listed within Exhibit I. Such reimbursement shall be RCTC's sole remedy for any revenue and ancillary impacts to RCTC related to or arising out of the Unpermitted I-15 RCTC EL Closures.
- 5.2.4 SBCTA may request Closures outside the Permitted I-15 RCTC EL Closures time frames; however, the approval of such request shall be at the sole discretion of RCTC. If an Unpermitted I-15 RCTC EL Closures is approved by RCTC the revenue loss reimbursement shall be computed solely by RCTC based on the previous 6 weeks of revenue for the same weekday and time period, excluding any anomalies that may occur. SBCTA shall also reimburse RCTC for any additional reasonable expenses incurred by RCTC, less any direct staff time, to implement and oversee the Unpermitted Closure.
- 5.2.5 If during the final construction stage of the Project SBCTA implements the final configuration of the express lanes in any form that results in closing, shortens the existing tolled lanes-miles, or restricts access impacting RCTC revenue in advance of the Opening Date, SBCTA will reimburse RCTC for projected revenue loss in accordance with Section 3.4.1.b. This clause is intended to address what is expected to be a period of time in which the final configuration of the express lanes within the Assigned portion of the RCTC 15 Express Lanes is required for SBCTA Toll System Testing prior to the Opening Date. SBCTA shall perform all required toll system testing within the Permitted time frames other than that required and as mutually agreed between Parties for the final

configuration. The required period of time for the final SBCTA Toll System testing shall not be considered an Unpermitted Closure.

- 5.2.6 SBCTA shall record the number of permitted and unpermitted closures per month or contractor pay period, reconcile it with RCTC, and payment for that period of Closures shall be made to RCTC within 30 days of the final day of the month or contractor pay period in which the Closure occurred.
- 5.2.7 SBCTA shall provide, or cause its Contractor to provide, RCTC with at least seven (7) days advance written notice of any anticipated Closures ("Notice of Closure"), in a manner and format to be mutually agreed prior to construction. Once notice is provided as required in the foregoing sentence, RCTC shall take all required actions to ensure that the Closure(s) can be made at the times and on the dates as specified in the Notice of Closures. After receipt of the Notice of Closure RCTC shall provide a 48-hour notice in the event the Closure request cannot be accommodated and approved.
- 5.2.8 If a Notice of Closure has been provided for a particular Closure, RCTC shall be entitled to compensation in accordance with the Exhibit I for the entire period set forth in the Notice of Closure, regardless of whether a Closure actually occurs for the entire length of such period, unless SBCTA or its Contractor provides RCTC at least seventy-two (72) hours advance written notice (in the same manner required for a Notice of Closure) of withdrawal or amendment of the Notice of Closure.
- 5.2.9 SBCTA and RCTC shall make every effort to coordinate Closures needed for the maintenance of the RCTC 15 Express Lanes with the Closures required for construction.
- 5.2.10 The Construction Manager shall maintain inspection diaries validating the duration of any Closures and shall, upon request of RCTC, provide copies of such inspection diaries to RCTC for review. In the case of any dispute between RCTC and SBCTA regarding the duration of a Closure, or the payment due to RCTC for any Closure, SBCTA may pay RCTC the disputed amount under protest, and the Parties agree to submit the dispute to the Dispute Resolution Process set forth in Section 6.5 of this Cooperative Agreement. During the pendency of any dispute RCTC shall continue to allow Closures pursuant to the terms of this Cooperative Agreement.

5.3 Relocation of RCTC Equipment during Project Construction

- 5.3.1 The Parties acknowledge and agree that certain RCTC equipment and facilities, such as RCTC's toll-related variable message signs, may require temporary or permanent relocation during Project construction.
- 5.3.2 SBCTA shall be responsible for procuring, installing, and testing any temporary equipment or improvements needed to successfully relocate RCTC equipment without interruption to the operation of the RCTC 15 Express Lanes. SBCTA shall allow for sufficient time for testing and acceptance of relocated equipment by RCTC prior to decommissioning or otherwise impacting the operation of existing equipment.
- 5.3.3 SBCTA shall provide sufficient advance notice to RCTC and shall obtain RCTC's prior approval, which shall not be unreasonably withheld, of any plans for relocation, or any actual relocation, of RCTC equipment and/or facilities, including the installation and maintenance of temporary signage when deemed necessary by RCTC.
- 5.3.4 Costs associated with any modification, relocation, or any implemented temporary measures of RCTC Toll System and Operation during construction of the Project shall be included in the Riverside County Improvements Costs.
- 5.3.5 SBCTA shall obtain RCTC concurrence that the Construction Contractor has satisfactorily completed all civil and tolling infrastructure obligations related to the RCTC Toll System and Operation

5.4 Claims and Lawsuits during Construction

During the construction phase SBCTA will be responsible for claims made for incidents within the RCTC 15 Express Lanes which arise from or are caused by construction activity. RCTC will forward such claims to SBCTA for processing.

5.5 Modifications After Revenue Commencement

The Parties acknowledge that during the period between Revenue Service Commencement and Construction Contract Acceptance of the Cross County Toll Segment by SBCTA, certain modifications may be needed or requested by either Party to the Cross County Segment or the I-15 Express Lanes. Such modifications may be needed or requested to address traffic safety, operational, or toll related issues. Prior to implementation, such changes and cost responsibility shall be mutually agreed to between Parties with all related costs considered part of the Project.

ARTICLE 6 – OPERATING GUIDELINES

6.1 Objectives Regarding Operation of the 15 Express Lanes

- 6.1.1 Upon the Partial Assignment and Assumption Effective Date, SBCTA shall be responsible for maintenance of the Assigned Portion per the terms of the Partial Assignment and Assumption. Following Revenue Service Commencement, SBCTA shall be responsible for operating and maintaining the SBCTA 15 Express Lanes including the Assigned Portion. SBCTA shall be solely responsible for its debt service obligations, ongoing routine and capital maintenance and for future capital improvement projects related to the SBCTA 15 Express Lanes including any equipment that is used for the SBCTA 15 Express Lanes that is physically located within the RCTC 15 Express Lanes.
- 6.1.2 Upon the Partial Assignment and Assumption Effective Date, RCTC shall be responsible for operating and maintaining the RCTC 15 Express Lanes excluding the Assigned Portion. RCTC shall be solely responsible for its debt service obligations, ongoing routine and capital maintenance and for future capital improvement projects related to the RCTC 15 Express Lanes including any equipment that is used for the RCTC 15 Express Lanes that is physically located within the SBCTA 15 Express Lanes, other than for any obligations assigned to SBCTA under the Partial Assignment and Assumption.
- 6.1.3 It is the intent of the Parties to operate the 15 Express Lanes so that customers will experience a seamless transition between the two facilities.
- 6.1.4 It is the intent of the Parties to coordinate maintenance and operational services where a benefit to the Parties and motorists will be achieved.

6.2 Mutual Aid in Case of 15 Express Lanes Related Emergency

The Parties agree to share resources in cases of emergencies, and to provide mutual aid as needed. The Parties agree to coordinate the suspension of tolling when the safety of the motoring public is at risk and the Parties respective policies allow for such suspension.

6.3 Customer Service and Customer Accounts

The Parties agree to provide a high level of customer service to users of the 15 Express Lanes. RCTC has an established customer service center and customer accounts operating as Riverside Express. SBCTA agrees it is responsible for establishing its own customer service center or for providing for a customer service center through a contract with another operator. RCTC is under no obligation to share its existing customer accounts with SBCTA or to provide customer service for users of the SBCTA 15 Express Lanes.

6.4 Toll Rate Setting

The Parties shall each be responsible for adopting and implementing its own Toll Pricing Policies on the RCTC 15 Express Lanes and SBCTA 15 Express Lanes, respectively. For consistency with the RCTC 15 Express Lanes financing, SBCTA shall modify its toll setting policy for the Cross-County Toll Segment as needed to maintain consistency with the RCTC toll setting policy. The Parties shall each be responsible for coordinating appropriate timing and messaging of business rules/toll policies to their respective Customers.

6.5 Transaction Processing

The Parties are responsible for processing the toll transactions for their respective express lanes and collecting the associated revenue. The price for the RCTC 15 Express Lane and the SBCTA 15 Express Lanes will not be combined on the pricing signs and the transaction data will be processed independently for each express lane. The use of one or more segments on the RCTC 15 Express Lanes will be combined to form a single trip transaction processed by RCTC and the use of one or more segments on the SBCTA 15 Express Lanes will be combined into a single trip transaction processed by SBCTA. A Customer who uses a portion or all of each express lanes will get separate toll charges from each agency posted to his/her account or two violation notices should the Customer not have a valid FasTrak account.

Prior to the Partial Assignment and Assumption Effective Date, the Parties shall take the following actions:

- 6.5.1 RCTC shall amend its RCTC 15 Express Lanes toll policy resolution to exclude the Assigned Portion.
- 6.5.2 SBCTA shall adopt or amend an SBCTA 15 Express Lanes toll policy resolution that includes the Assigned Portion.

Prior to the Partial Assignment and Assumption Effective Date, SBCTA shall take any and all additional legal actions required to effectuate its right to process toll transactions and collect associated revenue for the portion of the Cross-County Segment located in Riverside County. SBCTA shall conduct such processing and collections activities in accordance with all applicable laws. SBCTA shall indemnify and defend RCTC, pursuant to Section 7.1.1(a), for any claims arising out of or related to SBCTA's or its consultants' processing of toll transactions and collection of tolls and penalties in Riverside County.

6.6 Operating Rules

The Parties agree that it is in the best interest of Customers for RCTC and SBCTA to maintain and implement consistent operating rules. Operating rules which are deemed necessary for a seamless customer experience are as follows:

- 6.6.1 **Customer Discounts.** The Parties agree, subject to any additional action or approval of their respective legislative bodies, to adopt the same discount policies to avoid customer confusion. Current discount policies to be coordinated include HOV 3+, registered clean air vehicles, disabled veterans, motorcycles, buses, and approved emergency vehicles. Future legislation may mandate additions or changes to the current discounts provided. The Parties agree to work together to implement future changes to discount policies.
- 6.6.2 **Method of Payment.** The Parties agree to require a FasTrak transponder for use of the express lanes and a switchable FasTrak Flex transponder to obtain the HOV3+ discount.
- 6.6.3 **Toll Violations.** The Parties agree that a customer who uses the express lanes without a valid transponder will be processed as a toll violator. SBCTA will process violations for the SBCTA 15 Express Lanes in accordance with a toll violation ordinance adopted by SBCTA. Such ordinance shall include language which clearly states that SBCTA will be processing toll violations for toll transactions which occur in both Riverside and San Bernardino County. RCTC is relinquishing any right to process a toll violation for the Cross County Toll Segment to SBCTA. SBCTA will retain any toll and penalty monies collected for toll transactions in the Cross County Toll Segment. Prior to the Partial Assignment and Assumption Effective Date, the Parties shall take the following actions:
 - a) RCTC shall amend its toll administration and enforcement ordinance to exclude the Assigned Portion.
 - b) SBCTA shall amend its toll administration and enforcement ordinance to include the Assigned Portion

6.7 Customer Messaging

The Parties agree to coordinate on-road and marketing messages to ensure clear and consistent messaging to motorists.

- 6.7.1 **Signage.** SBCTA shall provide on-road signage that includes information consistent with that on the RCTC 15 Express Lanes. SBCTA shall provide signage that clearly demarcates the separation of the RCTC 15 Express Lanes and the

SBCTA 15 Express Lanes toll facilities and the toll price for the SBCTA 15 Express Lane only.

- 6.7.2 **Customer Website.** SBCTA shall provide information on its customer website which clearly defines the portion of the 15 Express Lanes which it operates and contact information for resolving any matters related to the SBCTA 15 Express Lanes.
- 6.7.3 **Marketing.** SBCTA shall be responsible for the marketing and public education in advance of the Opening Date of the SBCTA 15 Express Lanes and will coordinate marketing content and the marketing plan with RCTC. SBCTA shall provide RCTC with 60 days advance notice of any marketing efforts so that RCTC can prepare its customer service staff to address any inquiries related to the marketing and public education campaign. RCTC shall be responsible for delivering any materials or messages provided by SBCTA to its customers according to the marketing plan. The Parties agree to coordinate marketing beyond the Opening Date and to evaluate the use of joint marketing for on-going marketing.

6.8 Roadway Maintenance

- 6.8.1 The Parties agree that they are responsible for maintaining the roadway for each of their respective toll facilities and to coordinate such maintenance activity to minimize the impact to the travelling public and toll revenue.
- 6.8.2 SBCTA shall maintain the Cross-County Toll Segment in a manner consistent with the maintenance terms of the RCTC I-15 Toll Facility Agreement throughout the term of the Partial Assignment and Assumption. In addition, SBCTA agrees to maintain and operate the Cross-County Toll Segment in compliance with the maintenance and operations covenants contained in the RCTC I-15 TIFIA Loan Agreement.
- 6.8.3 SBCTA shall be responsible for the long-term maintenance requirements of the Cross-County Toll Segment as defined in the RCTC I-15 Toll Facility Agreement throughout the term of the Partial Assignment and Assumption.
- 6.8.4 SBCTA and RCTC agree that any damage to toll infrastructure, toll equipment or fiber caused by either SBCTA or RCTC or its respective contractors will be the responsibility of the respective Party causing the damage or responsible for the contractor causing the damage.

6.9 Closure of RCTC or SBCTA 15 Express Lanes after Construction

The Parties agree to develop a post-construction closure plan for use in managing the Express Lanes operations. The post-construction closure plan shall be included in the

Toll Operations agreement and shall include: the physical closure plan, the inter-agency communication and approval for closures, the method for establishing closure criteria that requires reimbursement of toll revenue and a commitment to coordinate maintenance closures to minimize the impact to the travelling public.

6.10 Toll Infrastructure Maintenance and Repair

SBCTA will provide maintenance of toll infrastructure installed for the SBCTA Toll Collection System or as part of RCTC Toll System and Operation Modifications during the construction of the Project. SBCTA shall provide a 2-year warranty and perform associated toll equipment maintenance for SBCTA provided toll infrastructure and equipment utilized by RCTC. After the warranty period, RCTC will be responsible for maintenance of the toll infrastructure owned by RCTC. SBCTA will be responsible for maintenance of toll infrastructure owned by SBCTA.

6.11 Tolling Fiber Optic Cable Maintenance

SBCTA will be responsible for maintenance of the tolling fiber optic installed during construction of the Project as part of the RCTC Toll System and Operation Modifications for the duration of its warranty provisions under the Construction Contract. RCTC will be responsible for the maintenance of the tolling fiber optic cable supporting the RCTC 15 Express Lanes after expiration of the Construction Contract warranty period. SBCTA will be responsible for the maintenance of the tolling fiber optic cable supporting the SBCTA 15 Express Lanes.

6.12 Toll Equipment Maintenance

Each Party will be responsible for the maintenance of its respective toll equipment. RCTC owned toll equipment that is relocated or modified as part of the RCTC Toll System and Operation Modifications will be the responsibility of SBCTA until RCTC signs off on acceptance of such equipment.

6.13 Claims and Lawsuits during Operations

The Parties will be solely responsible for handling claims or lawsuits regarding motorists claims, toll violations and/or collection prosecutions arising from their respective toll facilities and nothing contained in this Cooperative Agreement shall create any liability on the part of SBCTA for matters related to the RCTC toll facilities or on the part of RCTC for matters related to the SBCTA toll facilities.

6.14 Future Operations Coordination

The Parties agree to periodically evaluate opportunities for improved efficiency in operating services for the SBCTA 15 Express Lanes and RCTC 15 Express Lanes through economies of scale or elimination of redundancy. The Parties also agree to periodically evaluate enhancements to 15 Express Lanes operations, enabled by improvements in

technology and through experience gained in their application. Such services will be further evaluated and described in the future Toll Operations Agreement.

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ARTICLE 7 – GENERAL MATTERS

7.1 Indemnification

7.1.1 SBCTA shall indemnify, defend, and hold RCTC, its directors, officials, officers, employees, agents, consultants, and contractors free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to any breach of contract, negligent acts, omissions or breach of law, or willful misconduct of SBCTA, its officials, officers, employees, agents, consultants, or contractors arising out of performance under this Cooperative Agreement, including the payment of all reasonable attorney's fees.

- a) In addition to the above, SBCTA shall indemnify, defend, and hold RCTC, its directors, officials, officers, employees, agents, consultants, and contractors free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising within the Construction Zone or incident to its construction activities, or related to its operation and maintenance of the Cross-County Toll Segment, whether by SBCTA or its officials, officers, employees, agents, consultants, or contractors.

As used above, Construction Zone shall mean any portion of the Project state highway right of way in which Project construction equipment or material is present or temporary traffic control devices, for the purpose of construction, are in place.

7.1.2 RCTC shall indemnify, defend, and hold SBCTA, its directors, officials, officers, employees, agents, consultants, and contractors free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to any breach of contract, negligent acts, omissions or breach of law, or willful misconduct of RCTC, its officials, officers, employees, agents, consultants, or contractors arising out of performance under this Cooperative Agreement, including the payment of all reasonable attorney's fees.

7.1.3 Neither Party shall be liable to the other Party for any consequential, special, incidental, or indirect damages.

7.2 Recovery of Damages under Joint Agreements

In the case of recovery of damages from any consultant or contractor under any joint agreement of the Parties related to the 15 Express Lanes, such recovery shall be proportionately allocated between the Parties based on the percentage of damage or loss incurred by each Party, taking into account any contributory negligence of either Party.

7.3 Insurance

- 7.3.1 By or prior to the Partial Assignment and Assumption Effective Date, SBCTA shall maintain or cause to be maintained insurance for the Assigned Portion with responsible insurers and as is customarily maintained in the United States of America with respect to works and properties of like character, against accident to, loss of or damage to such works or properties, which shall include liability coverage and pollution and other environmental liability and remediation related coverage, and any other coverage applicable to the Assigned Portion identified in the RCTC I-15 TIFIA Loan Agreement. In addition, SBCTA shall comply with the insurance requirements of Section 18 of the RCTC I-15 Toll Facility Agreement. SBCTA shall include the United States Department of Transportation as an additional insured on all such policies.
- 7.3.2 Each Party shall name the other Party as an additional insured under all of its insurance policies related to the use and operation of the 15 Express Lanes, unless provision for additional insureds is not generally available for a policy covered under this Cooperative Agreement.
- 7.3.3 SBCTA shall, within thirty (30) days after the Assignment and Assumption Effective Date, provide certificates of insurance with respect to any policies related to the operating period of the Assigned Portion.

7.4 Termination

The Parties may terminate this Cooperative Agreement in whole or in part as follows:

- 7.4.1 Project Cancellation or Failure to Obtain TIFIA Consent
 - a) SBCTA shall have the right to terminate this Cooperative Agreement for convenience at any time prior to the Partial Assignment and Assumption Effective Date should SBCTA cancel or redesign the Project in a manner not to require tolling by SBCTA in Riverside County. In addition, if TIFIA Consent is not obtained, this Cooperative Agreement may be terminated by either Party for failure of a condition precedent to the effectiveness of the Partial Assignment and Assumption Agreement.

- b) In either case, SBCTA shall complete, at its sole cost and expense, any required changes including lane striping, gantry locations and signage, roadway toll equipment and tolling system modifications, and all other such changes required to restore the RCTC 15 Express Lanes to its configuration and toll operational condition as existed prior to any change or modification made by SBCTA. Should SBCTA fail to timely complete such work, to RCTC's satisfaction, RCTC shall have the right to complete the work and collect all of its reasonable costs from SBCTA. SBCTA shall reimburse RCTC for any modeled revenue loss between the period when the express lane modifications begin and the complete restoration of RCTC 15 Express Lanes to the operational condition that existed prior to work being performed, including such impacts as express lane closure fees and stage construction impacts in accordance with Section 3.4 of this Cooperative Agreement.
- c) SBCTA shall reimburse RCTC all of its agreed-upon consultant support costs and reimburse or payback to RCTC all costs paid by RCTC to SBCTA in conjunction with the costs to implement the Cantu-Galleano Ranch Road Interchange Improvements, as further detailed in Section 3.2.1(b) and Section 3.2.1 (c), respectively, through the date of Project cancellation.
- d) This Cooperative Agreement shall terminate 30 calendar days after the payment of all costs by SBCTA to RCTC, and acceptance by RCTC of any restoration, if required, of the RCTC 15 Express Lanes to its condition prior to any changes or modifications by SBCTA. Upon such termination, the parties will coordinate with Caltrans to take the appropriate steps to terminate the Partial Assignment and Assumption.

7.4.2 Termination for Cause.

- a) Default. Subject to the extensions of time set forth in Section 7.7 of this Cooperative Agreement and/or any extensions agreed upon by the Parties, the following shall constitute a default under this Cooperative Agreement:
 - i. Commencement of a voluntary or involuntary action by or against a Party under federal or state bankruptcy law; or
 - ii. Failure or delay by either Party to perform any material term or provision of this Cooperative Agreement.
- b) Notice of Default. The non-defaulting Party shall give written notice of default to the Party in default, specifying the default complained of by the non-defaulting Party. Except as otherwise expressly provided in this

Cooperative Agreement, any failures or delays by either Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by either Party in asserting any of its rights and remedies shall not deprive either Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

- c) Failure to Cure. In the event that the defaulting Party fails to commence to cure, correct, or remedy a default within thirty (30) calendar days following receipt of written notice, or thereafter fails to diligently complete such cure, correction or remedy, a default of this Cooperative Agreement shall be deemed to have occurred, and the defaulting Party shall be liable to the non-defaulting Party for any damages caused by such default. In the event of a default, the non-defaulting Party may exercise all rights and remedies available at law or in equity, including the right to seek damages, seek specific performance or other injunctive or equitable relief. If the default materially impacts the non-defaulting Party, and exercise of alternate remedies does not sufficiently address such impacts, the non-defaulting party may terminate this Cooperative Agreement through a written notice of termination, the effective date of which shall be no less than ninety (90) days from the date of the notice. Disputes regarding the existence of a default that may give rise to termination under this section shall be subject to the dispute resolution provisions provided below, but the right to exercise rights and remedies for such reason shall not be subject to review. The exercise of a Party's rights and remedies shall be cumulative with the exercise of other rights and remedies. Notwithstanding anything contained in this paragraph, neither Party shall have the right to terminate this Cooperative Agreement while the subject of such termination is in the process of review pursuant to the dispute resolution procedures contained in this Cooperative Agreement.

- 7.4.3 Cooperation Prior to Termination. Prior to the effective date of a termination for cause, the Parties shall cooperate in good faith to facilitate the transfer of services, agreements, materials, software, equipment, and information as necessary for modification to the Cross-County Toll Segment as needed to enable independent operation of the RCTC 15 Express Lanes and SBCTA 15 Express Lanes. If desired by the non-defaulting Party and approved by Caltrans, the defaulting Party shall complete, at its sole cost and expense, all changes including but not limited to lane striping, gantry locations and signage,

and all other such changes, required in order to return the Assigned Portion to a condition to enable independent operation of the RCTC 15 Express Lanes and SBCTA Express Lanes. Should the defaulting Party fail to timely complete such work, to the non-defaulting Party's reasonable satisfaction, the non-defaulting Party shall have the right to complete the work and collect all of its reasonable costs from the defaulting Party.

7.5 Dispute Resolution

Unless otherwise specified herein, the Parties shall comply with the following procedures in the case of a dispute, claim, or controversy arising under or in relation to this Cooperative Agreement. If one of the procedures below has already been completed pursuant to another section of this Cooperative Agreement, the matter shall immediately be submitted to the subsequent procedure.

- 7.5.1 Submission to Executive Directors. The dispute shall be referred for negotiation to the Executive Director of each Party. The Executive Directors agree to undertake good faith attempts to resolve said dispute, claim, or controversy within ten (10) calendar days after receipt of written notice from the Party alleging that a dispute, claim, or controversy exists. The Parties additionally agree to cooperate with the other Party in scheduling negotiation sessions.
- 7.5.2 Submission to Ad Hoc Committee. If said matter is not resolved by the Executive Directors within thirty (30) calendar days after conducting the first negotiating session, either Party may then request that the matter be submitted to an ad hoc committee comprised of two (2) members from the governing board of SBCTA and two (2) members from the governing board of RCTC.
- 7.5.3 Further Dispute Resolution. If a matter is not timely resolved after submission to a dispute resolution ad hoc committee as described above, the Parties may refer the matter to further dispute resolution procedures, as may be agreed upon by the Parties.
- 7.5.4 Legal Action. If a matter is not resolved within thirty (30) calendar days after the first negotiating session of the dispute resolution ad hoc committee, unless otherwise agreed upon in writing by the Parties, either Party may proceed with any other remedy available in law or in equity.

7.6 Term

This Cooperative Agreement shall remain in full force and effect, unless otherwise terminated as provided herein through the duration of the RCTC Toll Facility Agreement lease term with Caltrans expiring in April 2071.

7.7 Force Majeure

The failure of performance by either Party (except for payment obligations) hereunder shall not be deemed to be a default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics or pandemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor, railroad, or suppliers; acts of the other Party; acts or failure to act of any other public or governmental agency or entity (other than the acts or failure to act of the Parties); or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform or relief from default. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the cause. Times of performance under this Cooperative Agreement may also be extended in writing by mutual agreement between the Parties.

7.8 Amendments

This Cooperative Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing; however, no amendments or other modifications of this Cooperative Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors or assigns.

7.9 Assignment of Agreement

Neither Party may assign or transfer its respective rights or obligations under this Cooperative Agreement without the express written consent of the other Party. Any purported assignment or transfer by one Party without the express written consent of the other Party shall be null and void and of no force or effect.

7.10 Waiver

No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of either Party shall be deemed to waive or render unnecessary such Party's consent to or approval of any subsequent act of the other Party. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Cooperative Agreement.

7.11 General Interpretation

As used in this Cooperative Agreement, unless otherwise specified, the term “including” shall mean including, but not limited to, or without limitation.

As used in this Cooperative Agreement, unless otherwise specified, the terms “shall” and “will” shall have the same meaning.

7.12 Entire Agreement

This Cooperative Agreement, including the attached exhibits, constitutes the entire agreement between the Parties with respect to the subject matter contained herein, and supersedes any prior term sheet and/or agreement, whether written or verbal, with respect to the subject matter herein including that certain “Draft Term Sheet: Principles of Agreement between RCTC and SBCTA to Advance SBCTA-led Project – I-15 Corridor Freight Improvement Project: Auxiliary Lanes to Complement Express Lanes” dated June 3, 2020 and “15 Terms of Agreement – SBCTA Build and Operate Cross-County Toll Segment from Jurupa Street to Cantu-Galleano Ranch Road” dated June 15, 2022.

7.13 Severability

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Cooperative Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Cooperative Agreement, which shall be interpreted to carry out the intent of the Parties hereunder.

7.14 Counterpart Originals; Facsimile Transmission; Electronic Signatures

This Agreement may be signed in counterparts, each of which shall constitute an original.

A manually signed copy of this Agreement which is transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

SBCTA AGREEMENT No. 22-1002721

RCTC AGREEMENT No. 23-31-028-00

**SIGNATURE PAGE TO
COOPERATIVE AGREEMENT
FOR I-15 CORRIDOR FREIGHT AND EXPRESS LANES PROJECT
BETWEEN SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____

By: _____

Its: _____

Its: _____

APPROVED AS TO FORM:
BEST & KRIEGER LLP

APPROVED AS TO FORM:

By: _____
Counsel to Riverside County
Transportation Commission

By: _____
General Counsel to San Bernardino
County Transportation Authority

Attachment: 22-1002721 I-15 Coop RCTC (9564 : I-15 Express Lanes - Contract 1 Cooperative & Operating Agreements)

EXHIBITS

- A. Project Description
- B. Riverside County Improvements Description
- C. Schedule
- D. Riverside County Improvements Task/Cost Responsibility Matrix
- E. SBCTA Assigned Portion of RCTC 15 Express Lanes
- F. Cantu-Galleano Ranch Road Interchange Improvements
- G. Toll Revenue Transfer Table (2021 Dollars) and Sample Calculation
- H. CMAQ Apportionment Transfer Letter Agreement
- I. Closure Charges
- J. RCTC Toll System and Operation Modifications Responsibility Matrix

EXHIBIT A – PROJECT DESCRIPTION**Interstate 15 Corridor Freight and Express Lanes Project – Contract 1**

The Interstate 15 (I-15) Corridor Freight and Express Lanes Project – Contract 1 (Figure 1) will improve freight efficiency, traffic operations, and safety between Cantu-Galleano Ranch Road in Riverside County and Foothill Boulevard in San Bernardino County. The Project will connect to the RCTC 15 Express Lanes at Cantu-Galleano Ranch Road, providing two continuous express lanes in each direction to Arrow Route and one express lane from Arrow Route to just north of Foothill Boulevard in each direction. Key project elements include the following:

- a) New Cross-County Toll Segment (SBCTA 15 Express Lanes Segment 1) from Cantu-Galleano Ranch Road in Riverside County to Jurupa Street in San Bernardino County (approximately 3 miles)
 - i. Southbound and northbound ingress/egress at Cantu-Galleano Ranch Road with southbound directional weave lanes and northbound combined ingress/egress weave zone (as coordinated with RCTC and included in Cantu-Galleano Ranch Road Interchange Improvements)
 - ii. Southbound and northbound combined ingress/egress with weave lane at Jurupa Street
- b) Cantu-Galleano Ranch Road Improvements (as further described in Exhibit F)
- c) New SBCTA toll segment (SBCTA 15 Express Lanes Segment 2) in San Bernardino County from Jurupa Street to just north of Foothill Boulevard (approximately 5 miles)
 - i. Southbound ingress and northbound egress just north of Foothill Boulevard
 - ii. Southbound ingress and northbound egress at Arrow Route
 - iii. Southbound and northbound combined ingress/egress with weave lane at Jurupa Street
- d) New auxiliary lanes at three locations:
 - i. Southbound from I-10 on-ramp to County Line connecting to State Route (SR) 60 off-ramp extension
 - ii. Northbound from County Line to north of Jurupa connecting to SR-60 on-ramp extension
 - iii. Northbound from 4th Street on-ramp to Foothill Boulevard off-ramp
- e) New SBCTA Toll Collection System to provide for the tolling operation of SBCTA 15 Express Lanes Segments 1 and 2

- i. Four tolling gantries
- ii. Six TRDMS signs
- iii. Roadside tolling equipment
- iv. Associated tolling communications and equipment

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Figure 1: Project Overview

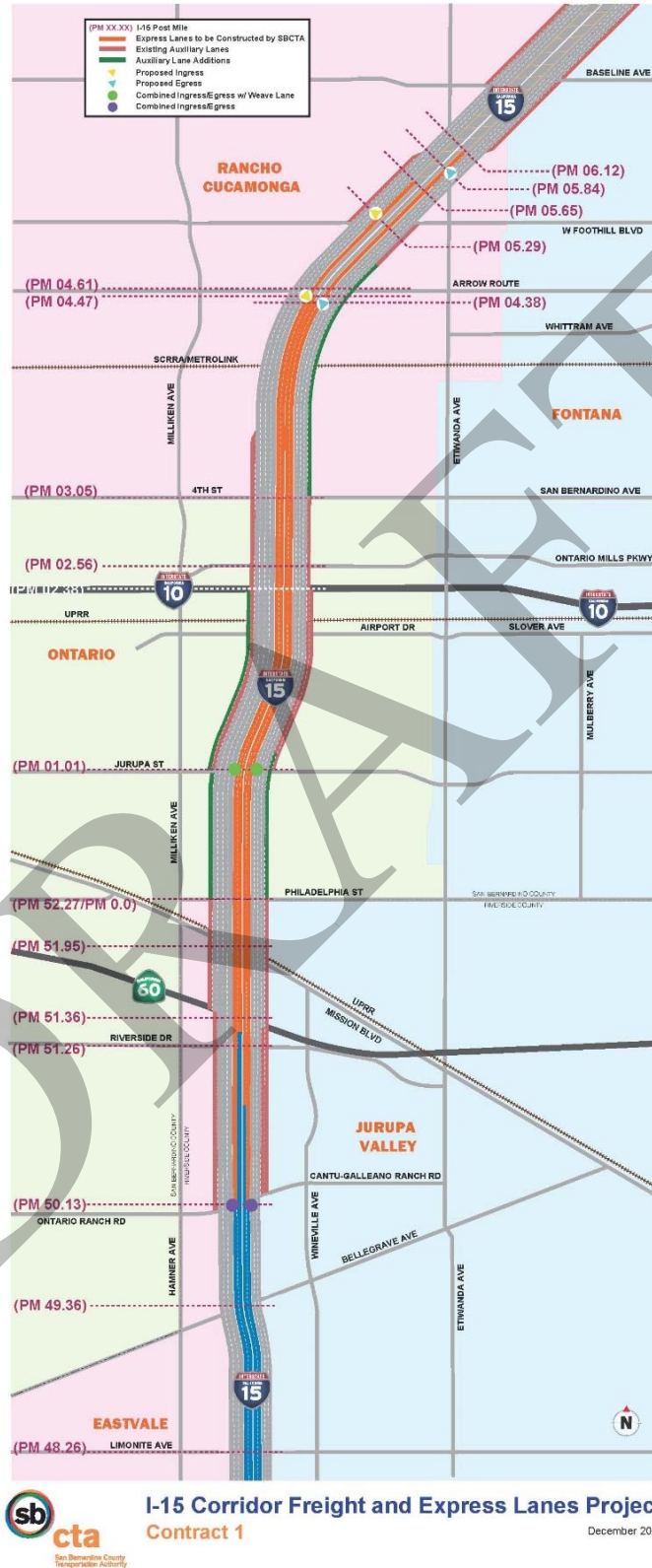


EXHIBIT B –RIVERSIDE COUNTY IMPROVEMENTS

Construction of the Cross-County Toll Segment as part of the Project will include improvements within Riverside County. The work includes civil work, tolling infrastructure, and modifications to the RCTC Toll Systems and Operation. RCTC consultant support for the coordination and implementation of Riverside County Improvements are eligible Project costs further described in Exhibit D and subject to the funding and reimbursement terms of Article 3. The work elements include, but are not limited to, the following:

1. Project Improvements in Riverside County
 - a) Construction of median barrier and median widening from Cantu-Galleano Ranch Road to the Riverside/San Bernardino County Line
 - b) Construction of outside widening as required
 - c) Overhead sign structures
 - d) Permanent striping and installation of channelizers
 - e) Riverside Avenue bridge structure widening (gap closure)
 - f) State Route (SR) 60/I-15 Separation bridge structure widening
 - g) Mission Boulevard Overhead bridge structure widening (gap closure)
 - h) Railroad spur track at Mission Overhead
 - i) Civil infrastructure within Riverside County as needed to support Cross-County Toll Segment
 - j) Power and communications infrastructure within Riverside County as needed to support Cross-County Toll Segment
 - k) Median drainage improvements as needed
2. RCTC Toll System and Operation Modifications
 - a) Modifications to the RCTC 15 Express Lanes tolling equipment and infrastructure as needed to accommodate the Cross-County Toll Segment
 - b) Modifications to the RCTC back office and operations center as needed to support revision to RCTC 15 Express Lanes Segment 4 to accommodate the Cross-County Toll Segment

Additionally, a portion of the SBCTA Toll Collection System will be installed within Riverside County as needed for the SBCTA operation of the Cross-County Toll Segment but is excluded from the scope of the Riverside County Improvements.

EXHIBIT C – SCHEDULE

I-15 Corridor Freight and Express Lanes Project - Contract 1	
Project Delivery Schedule	
3/10/2023	
<u>Activity</u>	<u>Milestone Date</u>
<i>SBCTA/RCTC Begin development of Initial SBCTA/RCTC Cooperative Agreement (based on Board direction)</i>	7/2/2020
<i>Board award PS&E contract</i>	9/2/2020
<i>Issue NTP#1 - Limited Notice to Proceed - PS&E</i>	9/3/2020
<i>Notification of TCEP Grant Status</i>	12/2/2020
<i>Issue NTP#2 - Begin Final Design in Riverside and San Bernardino County</i>	12/3/2020
<i>SBCTA/RCTC Meet to Confirm Project Approach and Schedule (following Grant Notification)</i>	12/7/2020
<i>SBCTA/Caltrans: Meet to Confirm Project Approach and Schedule</i>	12/17/2020
<i>SBCTA/RCTC: General coordination and scoping only with RCTC</i>	2/3/2021
<i>Begin R/W work</i>	8/1/2021
<i>65% PSE</i>	4/12/2022
<i>RCTC: Term Sheet/Committee Approval</i>	6/27/2022
<i>SBCTA: Term Sheet/Committee Approval</i>	8/11/2022
<i>RCTC: Develop and Execute CCO #1 for Kapsch Design Review Support</i>	8/31/2022
<i>95% PSE</i>	9/7/2022
<i>95% Cost Estimate</i>	9/16/2022
<i>SBCTA: Execute Option to TransCore for (a) Final Design Support and (b) Segment 1 & 2 Operation</i>	10/5/2022
<i>SBCTA: Present Final Terms Overview to Joint Sub-Committee</i>	11/10/2022
<i>100% PS&E Package to Caltrans/RCTC</i>	2/6/2023
SBCTA/RCTC Finalize SBCTA/RCTC Cooperative Agreement	3/10/2023
RCTC: SBCTA/RCTC Cooperative Agreement - Committee Approval	3/27/2023
RCTC: Approve SBCTA/RCTC Cooperative Agreement	4/12/2023
SBCTA: SBCTA/RCTC Cooperative Agreement - Committee Approval	4/13/2023
SBCTA: Approve SBCTA/RCTC Cooperative Agreement	5/3/2023
Caltrans/RCTC/SBCTA Execute Partial Assignment and Assumption Agreement	5/4/2023
R/W Certification	5/5/2023
Environmental Certification	5/5/2023
FHWA Certification	5/5/2023
Caltrans Approve Final PS&E Package	5/5/2023
Ready to List (RTL)	5/15/2023
SBCTA: Develop and Execute Sole Source Contract with Kapsch for RCTC Toll System Modifications	6/7/2023
CTC Board	6/28/2023
RCTC: Develop and Execute CCO #2 for Kapsch D&D and Construction Support	7/15/2023
E-76 Issued	8/14/2023
Board: Release IFB	10/4/2023
Bids due	11/2/2023
Board award construction contract	12/6/2023
Construction NTP	1/15/2024
SBCTA/RCTC Begin development of Toll Operations Agreement	1/2/2024
SBCTA/RCTC/Caltrans Begin development of Maintenance and other Operational Agreements (CHP, FSP)	7/1/2024
SBCTA/RCTC Execute Toll Operations Agreement	7/1/2025
SBCTA/RCTC/Caltrans Execute Maintenance and other Operational Agreements (CHP, FSP)	7/1/2025
Express Lanes Open to Traffic	7/1/2026
<i>Note: Grey italicized activities reflect actual dates</i>	

EXHIBIT D – RIVERSIDE COUNTY IMPROVEMENTS TASK/COST RESPONSIBILITY MATRIX

Table 1 provides a summary of Project costs within Riverside County, which are further defined as Riverside County Improvements Costs and Cantu-Galleano Ranch Road Improvements Costs. The cost summary table will be updated periodically during development of the PS&E process through Construction Contract Award for tracking and budgeting purposes. Following Construction Contract Award, Cantu-Galleano Ranch Road Improvements Costs shall be fixed to reflect Construction Contract pricing, whereas Riverside County Improvements costs will be finalized based on actual cost unless noted otherwise.

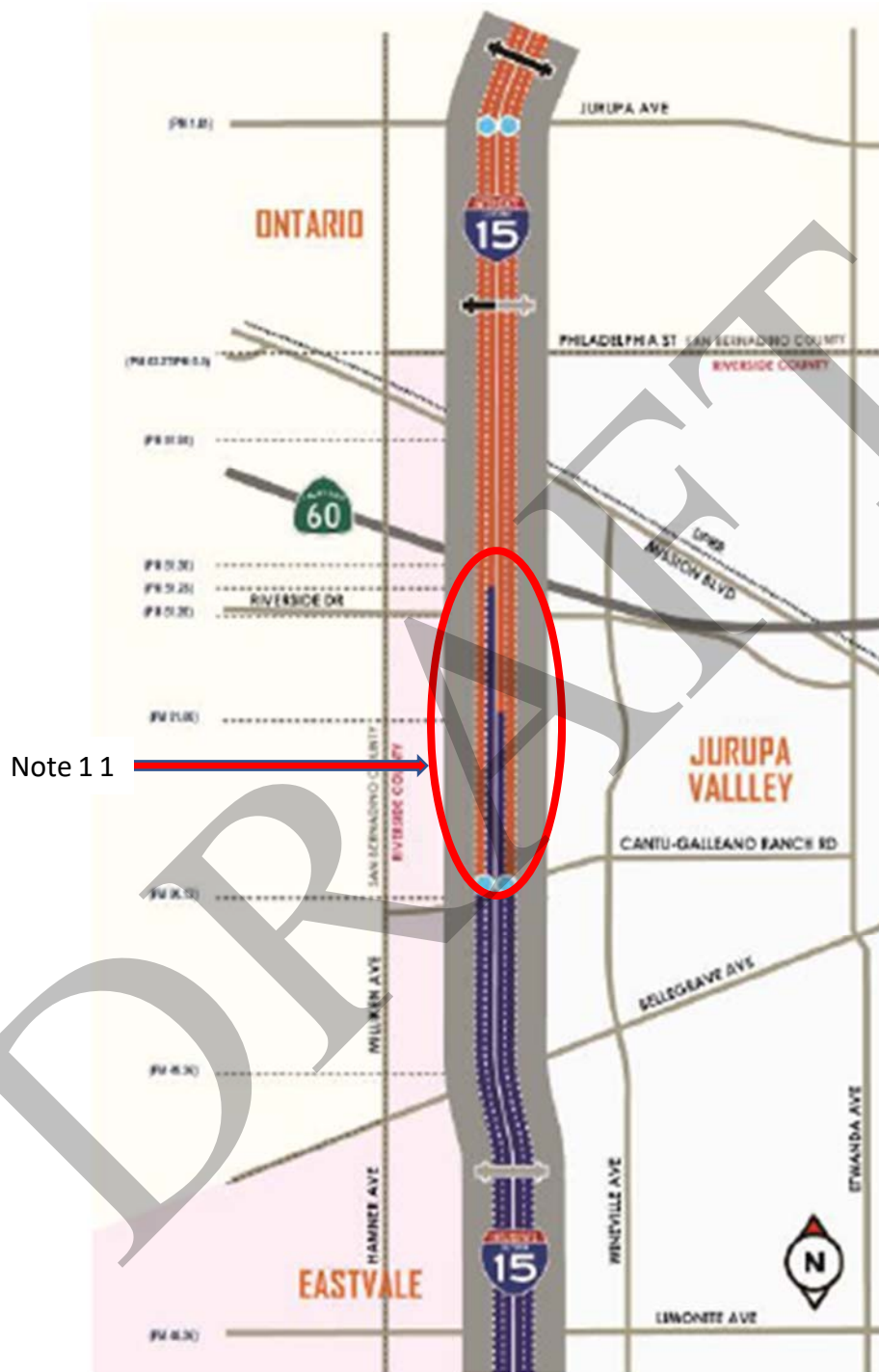
Table 1: Riverside County Cost Summary Table – 100% Cost Estimate (3/10/2023)

Description	Party Managing the Contract		Agreed to Costs ^{1,3}		Funding Plan			
	SBCTA	RCTC ²	Funding Responsibility		TCEP	FUND SWAP ⁴	MSI LOAN ⁵	RCTC ⁷
			SBCTA	RCTC				
<u>Riverside County Improvements Costs</u>								
Final Design (PS&E) - MBI	X		3,596,000				3,596,000	
Construction Costs	X		48,347,100		48,347,100			
Contingency			4,834,710		3,018,900		1,815,810	
SBCTA Development and Support Costs								
Construction Management	X		5,750,000				5,750,000	
Caltrans Enhanced Support	X		1,150,000			1,150,000		
Construction Stage Impact - Stages 3 and 4	X		441,000				441,000	
Toll Revenue Transfer (Capital)	X		250,000				250,000	
RCTC 15 Toll Service Provider Costs								
Final Design Support		X	50,000				50,000	
Toll Collection System Modifications	X		400,000				400,000	
Regional Operations Center Modifications		X	50,000				50,000	
Pre-Opening Customer Costs (TSP Pass-Through)		X	25,000				25,000	
RCTC Development and Support Costs								
Financial Advisor Support		X	400,000				400,000	
Traffic and Revenue Studies Support		X	100,000				100,000	
Toll Project/Construction Management		X	1,100,000				1,100,000	
Legal Support		X	500,000				500,000	
Project Management/Coordination Support		X	300,000				300,000	
USDOT/TIFIA Costs (RCTC Pass-Through)		X	250,000				250,000	
<u>Cantu-Galleano Ranch Road Improvements Costs</u>								
Final Design, Construction, Development and Support	X			13,706,220		13,706,220		
Construction Contingency (RCTC-Managed)	X			1,000,000		1,000,000		
Construction Stage Impact - Stages 1 through 2		X		310,000				310,000
Total			67,543,810	15,016,220	51,366,000	15,856,220	15,027,810	310,000

Notes:

- (1) Final Design, Project Development and Support, and RCTC 15 ELP Toll Service Provider costs shall be based on actuals. Construction Costs and Cantu-Galleano Ranch Road Improvements Costs shall be updated following receipt of successful bid to reflect the actual contract bid pricing.
- (2) Following execution of the Cooperative Agreement, Project costs under RCTC contract shall be reimbursed by SBCTA as RCTC incurs the expenses.
- (3) SBCTA toll collection system and equipment cost provided by the TransCore for the operation of the Cross-County Toll Segment is excluded from the cost of Riverside County Improvements.
- (4) To facilitate the efficient use of federal funds in the Project, all federal funds will be focused on the construction contract. Therefore, federal funds that are available for Riverside County Improvement Costs in excess of the construction contract value in Riverside County will be used for construction contract costs in San Bernardino County and swapped for a like amount of Measure I Freeway Program funds, except in the case of Caltrans enhanced support, which must be paid with federal Surface Transportation Block Grant funds.
- (5) Riverside County Improvement costs in excess of the TCEP funds allocated to the construction phase costs and the contribution funds provided for betterment costs will be funded through a Measure I loan.
- (6) Contingency included in each line item unless noted separately.
- (7) RCTC to provide separate funding for its share of construction stage impact cost.

EXHIBIT E – SBCTA ASSIGNED PORTION OF RCTC 15 EXPRESS LANES



Note 1: Lanes assigned from RCTC to SBCTA are the Blue Lanes north of Cantu-Galleano Ranch Road.

EXHIBIT F – CANTU-GALLEANO RANCH ROAD IMPROVEMENTS

Scope Overview: The Cantu-Galleano Ranch Road Improvements refer to improvements along I-15 (northbound and southbound) to facilitate improved express lane access/weaving as well as improved circulation to local Cantu-Galleano Ranch Road interchange ramps. These improvements were not part of the approved PA/ED design and have since been coordinated to be part of the final design based on formal discussions involving RCTC, SBCTA, and Caltrans. The scope items of the improvements include:

- Widening the mainline in the southbound direction between SR-60 and Cantu-Galleano Ranch Road off-ramp to provide for a combined ingress/egress weave lane. Work includes ramp work for the loop on-ramp as it enters the freeway to increase storage.
- Modification to the northbound loop on-ramp to facilitate a safer potential weave from the gore to the immediate weave zone opening
- Drainage impacts associated with extended southbound on-ramp
- Type 1 Retaining Wall (approximately 2500') to accommodate southbound widening
- Additional roadway, grading, drainage, ramp metering, intelligent transportation system (ITS), electrical, maintenance of traffic (MOT), and overhead signage details to accommodate southbound and northbound improvements, including a new toll price sign along the westbound SR-60 to southbound I-15 connector ramp.
- Landscaping improvements to match existing
- Supplemental survey and geotechnical exploration as required

Table 1 provides an engineer's estimate for the Cantu-Galleano Ranch Road Improvements Costs based on the 100% design plans. The construction costs will be updated to reflect the actual bids costs upon award of the Construction Contract.

Table 1: Cantu-Galleano Ranch Road Improvements Costs Estimate

Construction Costs (100% Design Estimate as of March 1, 2023)		
Time Related Overhead (TRO)	\$	326,300
Temporary Construction	\$	10,210
Excavation	\$	282,140
Drainage	\$	443,610
BMP's	\$	50,540
Roadway	\$	3,138,930
Landscape	\$	134,660
Barrier	\$	1,058,120
Maintenance of Traffic (MOT)	\$	438,430
Retaining Wall	\$	748,660
Lighting and Electrical	\$	711,890
Sound Wall	\$	-
Structure	\$	-
Utility	\$	-
Supplemental Work	\$	147,060
State Furnished Materials	\$	133,350
Mobilization	\$	815,900
Design Contingency	\$	815,900
Construction Costs - Sub-Total	\$	9,255,700
Pricing Escalation Factor	\$	925,570
Construction Costs	\$	10,181,270
Construction Contingency (SBCTA-Managed)	\$	1,018,127
Construction Management	\$	1,100,968
Caltrans Construction Support	\$	220,194
PS&E Team - Design	\$	350,000
PS&E Team - Construction Support	\$	25,662
RCTC Toll System and Operation Modifications		
RCTC TSP Costs (SBCTA Contract)	\$	610,000
RCTC TSP Costs (RCTC Contract)	\$	120,000
Tolling Support (SBCTA Contract)	\$	80,000
Sub-Total Cost (CMAQ - SBCTA-Managed)	\$	13,706,220
Construction Contingency (RCTC-Managed)	\$	1,000,000
Sub-Total Cost (Total CMAQ)	\$	14,706,220
Construction Stage Impact	\$	310,000
Total CGR Improvements Costs	\$	15,016,220

Notes:

- 1) An amendment to this agreement will be executed to reflect an updated Table 1 incorporating the construction bid costs at award of the Construction Contract.
- 2) RCTC Toll System and Operation Modifications costs associated with the Cantu-Galleano Ranch Road Improvements, including the additional pricing sign at the SR-60 connector ramp, shall be based on pricing received from RCTC Toll Service Provider.
- 3) Pricing escalation Costs are included for the 100% design-based estimate to forecast the actual funding needs and will be updated to “zero” dollars when updated to reflect the actual awarded bid costs.
- 4) The apportionment of CMAQ funds from RCTC to SBCTA, updated to reflect the actual construction award values, will be fixed for the duration of the Project and shall not be adjusted to reflect any changes in the final Project costs. Refer to Section 3.3.2.
- 5) The Construction Contingency (SBCTA-Managed) is a fixed percentage applied to the construction costs updated to reflect the actual bids costs upon award of the Construction Contract. This value shall be part of the RCTC’s CMAQ apportionment to SBCTA to be included in Exhibit H.
- 6) The Construction Contingency (RCTC-Managed) is a fixed budgetary value set by RCTC. This budgetary value will be part of the RCTC’s CMAQ apportionment to SBCTA as shown on Exhibit H, and shall be managed at the sole discretion of RCTC and cannot be expended by SBCTA without direct written approval of RCTC. Upon the final accounting of the project construction costs, RCTC and SBCTA shall mutually agree to the final reconciliation of the \$1M RCTC-managed Construction Contingency and the mechanisms to either refund any remaining funds or reimburse any agreed upon overages.

EXHIBIT G – TOLL REVENUE TRANSFER TABLE (2021 \$) AND SAMPLE CALCULATION

TOLL REVENUE TRANSFER TABLES April 15, 2022		
Fiscal Year	TABLE 1 - T&R Modelled approach - (2021\$)	TABLE 2 - Lane/Mile Approach- (2021\$)
2026	\$954,986	\$931,321
2027	\$993,275	\$1,041,500
2028	\$1,036,069	\$1,174,821
2029	\$1,046,205	\$1,268,775
2030	\$993,275	\$1,261,051
2031	\$935,841	\$1,252,376
2032	\$926,832	\$1,334,715
2033	\$908,813	\$1,422,472
2034	\$884,037	\$1,516,022
2035	\$917,822	\$1,301,918
2036	\$976,383	\$1,049,166
2037	\$994,401	\$1,068,706
2038	\$1,012,420	\$1,088,592
2039	\$1,031,565	\$1,108,852
2040	\$1,050,710	\$1,129,459
2041	\$1,069,854	\$1,150,497
2042	\$1,090,125	\$1,171,882
2043	\$1,110,396	\$1,193,670
2044	\$1,130,667	\$1,215,948
2045	\$1,150,938	\$1,238,514
2046	\$1,172,335	\$1,261,599
2047	\$1,193,732	\$1,285,058
2048	\$1,215,129	\$1,308,979
2049	\$1,238,779	\$1,333,332
2050	\$1,261,302	\$1,358,117
2051	\$1,279,321	\$1,377,455
2052	\$1,292,834	\$1,391,318
2053	\$1,305,222	\$1,405,267
2054	\$1,317,610	\$1,419,331
2055	\$1,331,124	\$1,433,568
2056	\$1,344,638	\$1,447,920
2057	\$1,358,152	\$1,462,446
2058	\$1,371,666	\$1,477,144
2059	\$1,385,180	\$1,491,929
2060	\$1,399,820	\$1,506,886
2061	\$1,413,334	\$1,522,017
2062	\$1,426,848	\$1,537,263
2063	\$1,442,614	\$1,552,652
2064	\$1,456,128	\$1,568,215
2065	\$1,470,768	\$1,583,980
2066	\$1,485,408	\$1,599,831
2067	\$1,500,048	\$1,615,855
2068	\$1,514,688	\$1,632,109
2069	\$1,530,455	\$1,648,450
2070	\$1,547,347	\$1,664,964

Example Revenue Transfer Calculation w/ CPI Adjustment			
FY	CPI	CPI YOY Multiplier	Revenue Transfer (YOY\$)
2021	3.50%	1.00	\$ -
2022	4.20%	1.04	\$ -
2023	4.50%	1.09	\$ -
2024	4.00%	1.13	\$ -
2025	3.80%	1.18	\$ -
2026	3.50%	1.22	\$ 1,161,855
2027	3.20%	1.26	\$ 1,247,109
2028	3.00%	1.29	\$ 1,339,864
2029	2.70%	1.33	\$ 1,389,502
2030	2.50%	1.36	\$ 1,352,184
2031	3.00%	1.40	\$ 1,756,056
2032	3.30%	1.45	\$ 1,933,270
2033	3.40%	1.50	\$ 2,130,434
2034	3.50%	1.55	\$ 2,350,013
2035	3.20%	1.60	\$ 2,082,706

Note 1: Fiscal year is defined from July 1 through June 30. For example, FY 2027 is defined as July 1, 2026, through June 30, 2027.

Note 2: Parties agree to provide annual confirmation of applicable CPI rate per Section 3.5.

Note 3: Table 1 values equivalent to forecasted RCTC I-15 TIFIA Loan Agreement system revenue reduction.

Note 4: Table 2 values equivalent to forecasted toll revenue corresponding to the transferred tolling distance (Assigned Portion).

EXHIBIT H – CMAQ APPORTIONMENT TRANSFER LETTER AGREEMENT



Date

_____, Division Chief
 Division of Local Assistance
 California Department of Transportation
 1120 N Street, MS 1
 Sacramento, CA 95814

RE: Fiscal Year 202X-2X Congestion Mitigation and Air Quality Program Apportionment Transfer – Letter Agreement between the Riverside County Transportation Commission and the San Bernardino County Transportation Authority (SBCTA Ref. 2X-100XXXX)

Dear _____:

This letter agreement (“Letter Agreement”) constitutes the agreement between the Riverside County Transportation Commission (“RCTC”) and the San Bernardino County Transportation Authority (“SBCTA”) (RCTC and SBCTA are each a Party or Parties) for a transfer of Congestion Mitigation and Air Quality Program (“CMAQ”) apportionment. By signing below, RCTC agrees to provide \$X,XXX,XXX of CMAQ current apportionment balance (“Apportionment Transfer”) to SBCTA, and by signing below, SBCTA agrees to accept the Apportionment Transfer. The Apportionment Transfer will include a like amount in Obligation Authority (OA).

RCTC hereby authorizes and directs the California Department of Transportation (Caltrans) to transfer \$X,XXX,XXX of RCTC’s CMAQ apportionment to SBCTA. This is a project contribution, and there shall be no future repayment from SBCTA to RCTC. The Parties shall amend the Federal Transportation Improvement Program (FTIP) to reprogram the FFY 202X/2X CMAQ Apportionment to be transferred hereunder from RCTC to SBCTA. Caltrans shall adjust SBCTA’s and RCTC’s Apportionment targets to reflect the Apportionment Transfer.

Neither Party nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the other Party under or in connection with the Apportionment Loan. Each Party shall fully indemnify, defend and hold the other Party and their officers, agents and employees harmless from and against any

liability and expenses, including without limitation, attorneys' fees and costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Apportionment Transfer, including without limitation: (i) use of the Apportionment Transfer by SBCTA, or its officers, agents, employees, contractors or subcontractors; (ii) breach of a Party's obligations under this Letter Agreement; or (iii) any act or omission of a Party, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services funded with the Apportionment Transfer.

In the event that there is any legal action between the Parties to enforce or interpret this Agreement, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees. The Parties agree that proper venue for any such action shall be a court of competent jurisdiction in the County of San Bernardino, California.

All notices given and communications regarding this Letter Agreement shall be effected by delivery of such notices or communications in person or by deposit in the U.S. mail, return receipt requested, and addressed as follows:

To RCTC:
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
Attn: Executive Director
Tel: 951.787.7141
Email: _____@rctc.org

To SBCTA:
1170 W. 3rd Street
San Bernardino, CA 92410
Attn: Executive Director
Tel: 909.884.8276
Email: _____@gosbcta.com

This Letter Agreement sets forth SBCTA's and RCTC's entire understanding and agreement for the CMAQ Apportionment Transfer and requests that Caltrans adjust each agency's apportionment as appropriate.

Please provide RCTC and SBCTA with written confirmation that this transfer of apportionment is allowed and will be supported by Caltrans.

The persons signing below each represent that they have been duly authorized to execute this Letter Agreement and bind their respective organizations.

Please contact _____, RCTC Programming Director, at 951.787.7141, or _____, SBCTA Director of Fund Administration, at 909.884.8276, if you have any questions.

Sincerely,

XX
Executive Director
RCTC

XX
Executive Director
SBCTA

cc:

Caltrans Division of Local Assistance District 8

Caltrans Division of Local Assistance

Caltrans office of Federal Programming and Data Management

Southern California Association of Governments

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EXHIBIT I – CLOSURE CHARGES

CHART I-1
15 EL Closure Charges for Permitted I-15 RCTC EL Closures
Segment 3 NB, Segment 4 NB, Segment 3 SB, Segment 4 SB

Time Frame	Segment 4 NB (Sixth Street Ingress/Egress to SR-60)	Partial Segment 4 NB (Cantu-Galleano Ranch Road Egress to SR-60)	Segment 1 SB (SR-60 to Sixth Street Ingress/Egress)	Partial Segment 1 SB (SR-60 to Cantu-Galleano Ranch Road Ingress)
Sunday 9:00 p.m. to Monday 5:00 a.m. (Except for certain Sundays impacting special events or holidays)	\$1,500/ night	\$1,500/ night	\$1,500/ night	\$1,500/ night
Monday 9:00 p.m. to Tuesday 5:00 a.m.	\$1,500/ night	\$1,500/ night	\$1,500/ night	\$1,500/ night
Tuesday 9:00 p.m. to Wednesday 5:00 a.m.	\$1,500/ night	\$1,500/ night	\$1,500/ night	\$1,500/ night
Wednesday 9:00 p.m. to Thursday 5:00 a.m.	\$1,500/ night	\$1,500/ night	\$1,500/ night	\$1,500/ night
Thursday 9:00 p.m. to Friday 5:00 a.m.	\$1,500/ night	\$1,500/ night	\$1,500/ night	\$1,500/ night
Friday 10:00 p.m. to Saturday 7:00 a.m.	\$1,500/ night	\$1,500/ night	\$1,500/ night	\$1,500/ night
Saturday 10:00 p.m. to Sunday 8:00 a.m.	\$1,500/ night	\$1,500/ night	\$1,500/ night	\$1,500/ night

CHART I-2
15 EL Closure Charges for Unpermitted I-15 RCTC EL Closures
Segment 3 NB, Segment 4 NB, Segment 1 SB, Segment 2 SB

Segment	Time Frame	15 EL Closure Charge
Segment 3 NB, Segment 4 NB, Segment 1 SB, Segment 2 SB	Weekday Period:	
	Monday 5:00 a.m. to 9:00 p.m.	The sum of loss of revenue for the affected Segment plus \$3,000.00 per affected Segment for every partial or full 10 minute increment
	Tuesday 5:00 a.m. to 9:00 p.m.	
	Wednesday 5:00 a.m. to 9:00 p.m.	
	Thursday 5:00 a.m. to 9:00 p.m.	
	Friday 5:00 a.m. to 10:00 p.m.	
	Weekend Period:	
	Saturday 7:00 a.m. to 10:00 p.m.	The sum of loss of revenue for the affected Segment plus \$3,000.00 per affected Segment for every partial or full 10 minute increment
	Sunday 8:00 a.m. to 9:00 p.m.	

A closure will include any work that requires a closure of any portion of the RCTC 15 Express Lanes or otherwise impacts the flow of traffic into our out of the RCTC 15 Express Lanes. Determination of such impact will be made at the sole discretion of RCTC. Single lane closures outside the above segment descriptions are not permitted, including shoulder closure. Loss revenue shall be computed by RCTC and based on the six weeks of historical revenue for the same week day and time period, excluding any anomalies.

Closure requests outside the hours of permitted closures will be reviewed by RCTC. Approval of unpermitted closures are at RCTC's discretion. If approved, closure reimbursement will be based on six weeks of historical revenue for the same week day and time period, excluding any anomalies.

EXHIBIT J – RCTC TOLL SYSTEM AND OPERATION MODIFICATIONS RESPONSIBILITY MATRIX

Tolling Element	Installation	Element Testing	ELP KPI System Monitoring During Construction	Back-Office Software Updates (if required)
Civil Construction (i.e., conduit, foundations, poles)	SBCTA	SBCTA	RCTC	n/a
Static Roadway Signs	SBCTA	SBCTA	n/a	n/a
VTMS	SBCTA	SBCTA	RCTC	RCTC
CMS	SBCTA	SBCTA	RCTC	RCTC
TTMS	SBCTA	SBCTA	RCTC	RCTC
Fiber Optic Cable	SBCTA	SBCTA	RCTC	RCTC
Roadside Tolling Equipment	SBCTA	SBCTA	RCTC	RCTC

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General Contract Information

Contract No: 22-1002665 Amendment No.: _____

Contract Class: Payable Department: Toll Operations

Vendor No.: 00450 Vendor Name: Caltrans

Description: Toll Facility Agreement I-15 Corridor Freight and Express Lanes Contract 1

List Any Related Contract Nos.: 23-1002925 (I-15 PAA)

Dollar Amount

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

Contract Authorization

Board of Directors Date: 05/03/2023 Board Item # 9564

Contract Management (Internal Purposes Only)

Zero Dollar Contracts Sole Source? N/A N/A

State MOU/COOP/JPA (zero dollar contract) N/A

Accounts Payable

Estimated Start Date: 05/03/2023 Expiration Date: 07/01/2076 Revised Expiration Date: _____

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

								Total Contract Funding:	Total Contingency:
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$
GL								-	-
GL								-	-
GL								-	-
GL								-	-
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Philip Chu

Project Manager (Print Name)

Tim Byrne

Task Manager (Print Name)

Toll facility agreement with Caltrans. Zero dollar contract

Attachment: CSS 22-1002665-I15-TFA (9564 : I-15 Express Lanes - Contract 1 Cooperative & Operating Agreements)

**TOLL FACILITY AGREEMENT (INCLUDING REAL PROPERTY LEASE)
WITH SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
INTERSTATE 15 TOLL FACILITY IN COUNTY OF SAN BERNARDINO AND COUNTY OF
RIVERSIDE**

1. PARTIES AND DATE

This Toll Facility Agreement ("Agreement") entered into effective on _____, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "Caltrans," and the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, referred to herein as "SBCTA." Caltrans and SBCTA are sometimes referred to herein, individually, as "Party" and, collectively, as the "Parties".

2. RECITALS

- 2.1 WHEREAS, SBCTA is a transportation planning agency/county transportation commission responsible for planning and implementing transportation improvements within and adjacent to the County of San Bernardino.
- 2.2 WHEREAS, Caltrans is the State agency vested with the ownership of, and which is responsible for the design, construction, maintenance, and operation of the California State Highway System.
- 2.3 WHEREAS, pursuant to its rights granted under Section 149.11 of the Streets and Highways Code, SBCTA, desires to develop and operate a Toll Facility on Interstate 15.
- 2.4 WHEREAS, Caltrans is the owner of the State Highway System including the right of way over and on which the Toll Facility may be constructed. Pursuant to its rights granted under Section 30800 et. Seq. of the Streets and Highways Code, Caltrans grants a lease to SBCTA for use of the identified portions of the State Highway right of way for the operation and maintenance of the Toll Facility.

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- 2.5 WHEREAS, the Parties have, prior to or concurrent with this Agreement, negotiated and entered into Cooperative Agreements for the design and construction of the Toll Facility.
- 2.6 WHEREAS, the purpose of this Agreement is to set forth the roles and responsibilities of Caltrans and SBCTA as relates to the potential use, maintenance, reconstruction, operation and condition on return to Caltrans of the Toll Facility.
- 2.7 WHEREAS, the Parties acknowledge that full compliance with the California Environmental Quality Act ("CEQA"), the National Environmental Policy Act ("NEPA") and other laws are a precondition to any approval or construction of the Toll Facility.
- 2.8 WHEREAS, the Parties acknowledge and agree that nothing in this Agreement commits SBCTA or Caltrans to approving or constructing the Toll Facility, or any portion thereof.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually understood and agreed by SBCTA and Caltrans as follows:

3. DEFINITIONS

- 3.1 **Caltrans.** The term "Caltrans" shall be defined as the California Department of Transportation.
- 3.2 **Caltrans Parties.** The term "Caltrans Parties" shall mean all or any of Caltrans, the designated Caltrans Representative, and any officials, agents and employees of Caltrans.
- 3.3 **CHP.** The term "CHP" shall refer to the California Highway Patrol or any successor agency charged with law enforcement on the State Highway System.
- 3.4 **Claims.** The term "Claim" or "Claims" shall mean any costs, claims, damages, demands, losses, expenses, suits or actions brought or liability

imposed by law on account of death, personal injury or damage to real or personal property.

- 3.5 **CMS.** The term "CMS" shall mean a changeable message sign.
- 3.6 **Construction Cooperative Agreement.** The term "Construction Cooperative Agreement" shall be defined as that certain separate agreement entered into by and between SBCTA and Caltrans relating to the parties' respective obligations for the construction of the Toll Facility and any non-toll facilities, as the same may be amended from time to time.
- 3.7 **Critical Safety Standard.** The term "Critical Safety Standard" shall mean a (i) standard adopted and published by the FHWA or Caltrans; (ii) applied to all similarly situated existing State transportation facilities; and (iii) necessary to correct an anticipated or actual imminent and substantial endangerment to life or safety.
- 3.8 **Days.** The term "Days" shall be defined as calendar days.
- 3.9 **Design Cooperative Agreement.** The term "Design Cooperative Agreement" shall be defined as that certain separate agreement entered into by and between SBCTA and Caltrans relating to the parties' respective obligations for the design of the Toll Facility and any non-toll facilities, as the same may be amended from time to time.
- 3.10 **Effective Date.** The date first set forth in Section 1 above.
- 3.11 **ETC.** The term "ETC" shall refer to electronic toll collection
- 3.12 **ETC Data.** The term "ETC Data" shall mean all data generated by or accumulated in connection with the operation of the ETC System, including but not limited to traffic volumes, occupancy data and violation data.
- 3.13 **ETC Equipment.** The term "ETC Equipment" shall refer to automated vehicle identification systems, video or other surveillance equipment

and enforcement equipment, communications equipment and all other hardware necessary for ETC.

- 3.14 **ETC Facilities.** The term “ETC Facilities” shall mean the signs, gantries and utility connections related to the ETC System.
- 3.15 **ETC System.** The term “ETC System” shall mean the ETC Equipment and software, which monitors, controls or executes the ETC Equipment.
- 3.16 **Excess Toll Revenue.** The term “Excess Toll Revenue” shall refer to excess Toll Revenues beyond the expenditure needs for the Toll Facility for the purposes of (i) debt issued to construct, repair, rehabilitate, or reconstruct any portion of the Toll Facility, payment of debt service, and satisfaction of other covenants and obligations related to indebtedness of the Toll Facility; (ii) the development, maintenance, repair, rehabilitation, improvement, reconstruction, administration, and operation of the Toll Facility, including insurance, toll collection and enforcement; and (iii) reserves for the purposes specified in subparagraphs (i) and (ii).
- 3.17 **Expenditure Plan.** The term “Expenditure Plan” shall refer to the plan to be developed by SBCTA in partnership with Caltrans and approved by SBCTA’s Board of Directors, for transportation improvements for the Interstate 15 corridor, which plan shall include projected amount of Excess Toll Revenue available, a proposed completion schedule, estimated project/service/program costs, and delivery schedules.
- 3.18 **FHWA.** The term “FHWA” shall refer to the Federal Highway Administration or to any delegatee or successor, as the case may be.
- 3.19 **Freeway Maintenance Agreement.** The term “Freeway Maintenance Agreement” shall be defined as that certain agreement for maintenance of the Toll Facility to be entered into by and between SBCTA and Caltrans to perform required maintenance of the Toll Facility as further described in this Agreement.
- 3.20 **General Purpose Lanes.** The term “General Purpose Lanes” shall be defined as those non-tolled, traditional highway improvements,

including but not limited to freeway lanes, ramps, shoulders, structures, embankments, cut slopes, drainage facilities, utilities, safety devices, traffic control devices, or signage owned and operated by Caltrans.

- 3.21 **High Occupancy Vehicle.** The term “High Occupancy Vehicle” shall be defined as provided for in section 21655.5 of the California Vehicle Code or any subsequent amendment.
- 3.22 **Index.** The term “Index” shall be defined as the Consumer Price Index, All Items for Urban Wage Earners and Clerical Workers in the Los Angeles-San Bernardino County, California Area, 1982-84=100, published by the United States Department of Labor, Bureau of Labor Statistics.
- 3.23 **Maintenance Standards.** The term “Maintenance Standards” shall be defined as the then applicable published Caltrans maintenance schedules and standards, the Caltrans Maintenance Manual, or any applicable Caltrans guidance of statewide application, which is in effect at that time, to the same extent and manner that Caltrans is applying the same manual or guidance to the maintenance of its own existing facilities of substantially equivalent size, location and character, including the General Purpose Lanes.
- 3.24 **Major Modifications.** The term “Major Modifications” shall be defined as material changes, alterations, modifications, improvements or additions to the Toll Facility.
- 3.25 **Minor Modifications.** The term “Minor Modifications” shall be defined as the installation of any new, and not replacement, signs, gantries, and other tolling equipment, traffic control devices and video surveillance and enforcement equipment, and other similar equipment necessary for the safe and efficient operation of the Toll Facility.
- 3.26 **Project.** The term “Project” shall be defined as the proposed construction of the Toll Facility, and any additional non-toll improvements to the Interstate 15 corridor in San Bernardino County and Riverside County constructed by SBCTA concurrently with construction of the Toll Facility.

- 3.27 **SBCTA.** The term "SBCTA" shall be defined as the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY.
- 3.28 **SBCTA Parties.** The term "SBCTA Parties" shall mean all or any of SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, the designated SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY Representative, and any officials, agents and employees of SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY.
- 3.29 **SHOPP.** The term "SHOPP" shall mean the State Highway Operations and Protection Program.
- 3.30 **State.** The term "State" shall mean the State of California.
- 3.31 **Toll Facility.** The term "Toll Facility" shall be defined as the elements required for tolled operation, which are proposed to be constructed in San Bernardino and Riverside Counties, as generally depicted on Exhibit "A". This definition does not include non-tolled portions of any of the contemplated improvements.
- 3.32 **Third Party Claim.** The term "Third Party Claim" shall mean a Claim asserted by a person or entity against Caltrans or SBCTA other than a Caltrans Party or a SBCTA Party.
- 3.33 **Traffic Operations Plan.** The term "Traffic Operations Plan" shall have the meaning set forth in Section 5.1 of this Agreement.
- 3.34 **Toll Revenue.** The term "Toll Revenue" shall mean all rates, rents, fees, charges, fines, or other income derived by or allocated to SBCTA, directly or indirectly, from or related to vehicular usage of the Toll Facility, including, but not limited to, fees paid for the vehicular usage of the facilities, fines and penalties collected by SBCTA with respect to usage of the Toll Facility, and fees for the use of transponders or other devices for the electronic payment of tolls.

4. USE OF CALTRANS' RIGHT OF WAY

4.1 Grant of Lease

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- A. For the period set forth in Section 4.2(a) below, Caltrans hereby grants to SBCTA a lease and such other rights, real property interest or authority for SBCTA to utilize Caltrans' right of way for the Toll Facility (the "Lease"), assuming said facility is built. The Caltrans right of way subject to the Lease is preliminarily described in Exhibit "A" ("Leased Property").

Prior to commencing toll operations on any segment of the Toll Facility, SBCTA shall prepare a draft legal description of that segment of the Toll Facility. Upon review and approval of the draft legal description by Caltrans, the approved legal description(s) shall collectively amend and supersede the preliminary description of the Leased Property, as set forth in the attached Exhibit "B", and shall reflect the legal description of the real property interests being leased by SBCTA.

The Lease shall include any improvements now or hereafter located on the Leased Property. Such rights shall be provided at a cost of \$1.00 per year. From and after the Effective Date of this Agreement, Caltrans shall not sell, convey, transfer, lease or otherwise diminish or encumber its right, title or interest in the real property required for the Toll Facility so as to inhibit its ability to lease said property to SBCTA upon the terms and conditions set forth herein.

- B. The Parties recognize the rights conveyed by this Agreement including, without limitation, the Lease, may be over, under or on existing State right of way, which crosses several local jurisdictions and which, is improved with, among other things, an existing State Highway and other improvements such as local roads and utilities. While SBCTA is granted exclusive use and possession of the surface of the Leased Property for operation of the Toll Facility, it is understood that this Agreement is subject to all existing rights conveyed to others, including, but not limited to, local entities and utilities, and Caltrans is not obligated to clear, remove, relocate or otherwise extinguish the rights of third parties as a condition of this Agreement. Further, the grant of exclusive use and possession of the Leased Property as described in the foregoing sentence is not

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intended to, and shall not prevent Caltrans from entering the Toll Facility to perform its own surveillance, monitoring, inspections and similar activities, provided that the same do not materially interfere with operation of the Toll Facility. Similarly, this Agreement does not preclude Caltrans from issuing new encroachment permits to third parties nor does it preclude Caltrans from amending or extending the term of existing encroachment permits, provided that SBCTA is first provided notice of any new encroachment permits proposed or amendments to existing encroachment permits, is afforded an opportunity to review and comment on to the issuance/amendment of such permits and provided that such permits do not materially impact SBCTA's use and operation of the Toll Facility. Moreover, this Agreement does not preclude Caltrans from requesting that existing utilities be relocated or preclude Caltrans from causing utilities to be relocated, provided that SBCTA is first provided notice and an opportunity to review and consent to such relocation, and provided that such relocation does not impact SBCTA's use and operation of the Toll Facility.

- C. Care and Protection of State Highways. This Agreement is specifically subject to the terms and provisions of Division 1, Chapter 3 of the Streets and Highways Code (Streets and Highways Code section 660 et seq.) and any subsequent amendment thereto, as may be applicable.

- 4.2 Term of Use Rights. The term of this Agreement and the Lease rights described above in Section 4.1(A) shall be for fifty (50) years commencing as of the first day on which the Toll Facility opens for public use and toll operations. If toll revenues are found to be insufficient to fund those expenses authorized and required by Streets and Highways Code section 149.7 subdivision (e)(4) and the refinancing of the debt is required, this Agreement, including the Lease term, may be renegotiated and extended to provide for an extended financing term.

5. OPERATIONS

The Parties have collaborated and agreed on various goals and policies associated with the operation of Toll Facility. Notwithstanding any other provisions of this Agreement, the Parties agree as follows:

5.1 Operation of Toll Facility.

- A. SBCTA shall be responsible for the operation of the Toll Facility including, but not limited to, performing, or causing to be performed, the administrative, toll collection, and traffic management activities associated with the operation of the Toll Facility for use by the general public.
- B. SBCTA shall develop a Traffic Operations Plan to which sets forth policies and procedures for the operation of the Toll Facility, and will operate the Toll Facility in accordance with the Traffic Operations Plan. The Traffic Operations Plan must be approved by Caltrans in writing (which writing must confirm that the document being approved is the Operations Manual under this Agreement) prior to the commencement of operation of the Project or any portion of the Project.
- C. Operations of the Toll Facility may be interrupted as SBCTA may deem necessary or advisable for reasons of, among other things, construction, repair, maintenance, improvement, modification, security, emergency and public safety. SBCTA shall notify Caltrans five (5) days in advance of any planned closure of the Toll Facility. Notification of planned closures shall be made to the Caltrans District 8 Traffic Management Center.
- D. Motorists shall be notified of any closures of the Toll Facility through SBCTA owned CMS or similar means. The Caltrans District 8 Traffic Management Center shall be notified of closures of the Toll Facility in accordance with the Traffic Operations Plan so that Caltrans can broadcast such closure through its Traveler Information System and ITS field elements.

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- E. In the case of any major incidents on or blockages of the Toll Facility caused by accidents or debris, SBCTA shall, consistent with available resources and constraints, promptly take reasonable action to assist CHP in performing its duties, consistent with the policies and practices of SBCTA and the CHP, and SBCTA shall be responsible for its own costs related thereto.
- F. The Parties agree that SBCTA is authorized to establish and implement additional safety policies, as SBCTA deems necessary, for the Toll Facility in addition to those required by law and this Agreement. Such additional safety policies shall be consistent with applicable law. Oversize, overweight and over-length restrictions shall be set by SBCTA for the Toll Facility and shall be included in the Traffic Operations Plan. Oversize, overweight and/or over-length permits shall not be issued by the Parties for vehicles using the State Highway System.
- G. As part of the Toll Facility construction, SBCTA will extend Caltrans' existing General-Purpose lane loop detection system into the Toll Facility for Caltrans's sole use. At turnover of the project's non-toll facilities, SBCTA will have verified all loops systems are in the same working order as at the start of the project and Caltrans will accept the ongoing operations and maintenance of the lane loop detection system, including the loops extended into the Toll Facility.
- H. Subject to California Streets and Highway Codes Section 31490 and SBCTA's Express Lanes Privacy Policy, SBCTA shall provide Caltrans upon request with operational data related to the Toll Facility, including, but not limited to, traffic volumes, occupancy data including average vehicle occupancy, video surveillance feeds, and changeable message board data for use in statewide reports and engineering studies.
- I. Because operations of the Toll Facility and the General Purpose Lanes can impact each other, the Parties shall mutually review corridor mobility and operations eighteen months after the

opening of the Toll Facility, again at thirty-six months after the opening of the Toll Facility and every three years thereafter.

- 5.2 Emergency Use of Toll Facility. Except as otherwise specified herein, Caltrans shall not be entitled to close the Toll Facility or to allow the general public to utilize the Toll Facility without cost except in the case of an emergency, declared or otherwise. Any such action shall be in accordance with the Traffic Operations Plan. As used in this section, an "emergency" shall mean a circumstance that poses an immediate and grave threat to life or safety, or a serious environmental hazard that cannot be abated except by closure of the Toll Facility. Closures of or traffic on the General Purpose Lanes that cause an inconvenience to the public shall not be considered, on their own, an emergency, as used herein. Closures due to emergencies shall be limited to the shortest reasonable time to address the emergency situation and each Party shall act with all due diligence to address such emergency. Unless infeasible due to the nature of the emergency, Caltrans shall notify SBCTA in advance of any intended closure of the Toll Facility due to an emergency (and if not feasible, Caltrans shall notify SBCTA as soon as reasonably practicable). The prohibitions of this paragraph shall not apply to closures initiated or implemented by Caltrans staff at the request or order of the CHP or other authorized law enforcement agency. In no event shall SBCTA or SBCTA Parties be entitled to compensation for the adverse effects on toll revenue due to an emergency closure of the Toll Facility.
- 5.3 Closures Necessitated by Construction or Maintenance Activities. Should a closure of all or a portion of the Toll Facility be required to accommodate Caltrans' construction or maintenance activities on the General Purpose lanes adjacent to the Toll Facility, Caltrans shall submit a closure plan and closure criteria to SBCTA for approval no less than ten (10) days prior to any such proposed closure. No closure of the Toll Facility shall be permitted for the purposes specified in this Section unless and until SBCTA has approved the closure plan and closure criteria. Caltrans shall make its best efforts to conduct construction and maintenance activities in such a manner as to minimize any required closures of the Toll Facility.

- 5.4 Non-Emergency Use of Toll Facility. Caltrans vehicles shall be allowed to access and use the Toll Facility to allow Caltrans staff to perform their official duties.
- 5.5 Operation of General Purpose Lanes
- A. Caltrans shall be responsible for operation and maintenance of the General Purpose Lanes.
 - B. In the case of any major incidents on or blockages of the General Purpose Lanes caused by accidents or debris, Caltrans shall, consistent with available resources and constraints, promptly take reasonable action to assist CHP in performing its duties, consistent with the policies and practices of Caltrans and CHP, and Caltrans shall be responsible for its own costs related thereto.
 - C. SBCTA may enter onto the General Purpose Lanes without an encroachment permit to remove debris or to perform other activities related to the clean-up of an incident which is not confined to the Toll Facility, provided SBCTA shall conduct any such activities on the General Purpose Lanes consistent with applicable Caltrans standards, including, but not limited to, the policies or standards relating to lane closures.
 - D. Caltrans shall provide SBCTA with ten (10) days prior written notification of any proposed major maintenance, improvement or other modifications to the General Purpose Lanes and shall coordinate the same with SBCTA in order to minimize any disruptions to operation of the Toll Facility and to minimize potential impacts of such activities on the Toll Facility. Caltrans shall provide SBCTA with annual and quarterly maintenance and capital improvement plans and schedules for any work to be performed on the State Highway System in the vicinity of the Toll Facility. SBCTA and Caltrans maintenance and operations staff shall meet at such frequency as determined necessary by the Parties, but no less than quarterly, to discuss maintenance and capital improvement plans, and coordination issues.

5.6 Tolls

- A. SBCTA shall have authority to impose and collect tolls, fees and charges for use of the Toll Facility and entrance onto the Leased Property pursuant to applicable State and federal law. Caltrans shall have no direct right, title, or interest in and to the toll revenues except as may be provided for in this Agreement, the Expenditure Plan or Maintenance Plan.
- B. All toll revenues received from use of the Toll Facility will be used for direct expenses related to the following:
- i. Debt issued to construct, repair, rehabilitate, or reconstruct any portion of the Toll Facility, payment of debt service, and satisfaction of other covenants and obligations related to indebtedness of the Toll Facility.
 - ii. The development, maintenance, repair, rehabilitation, improvement, reconstruction, administration, and operation of the Toll Facility, including insurance, toll collection and enforcement.
 - iii. Reserves for the purposes specified in subparagraphs (i) and (ii).
- C. SBCTA shall have authority to establish and adjust toll pricing without approval from Caltrans and to collect tolls using ETC tolling technology or other technology chosen by SBCTA, provided that any such actions shall be in compliance with applicable State and federal laws and standards.
- D. All ETC Equipment utilized for the Toll Facility shall be compatible with Title 21 of the California Code of Regulations or future equivalent standard.
- E. It is the intent of the Parties that tolls shall be determined using a Congestion Pricing model in order satisfy the Project's financial

obligations while balancing the objectives of traffic management and throughput.,

- F. A vehicle that meets the state's super ultra-low emission vehicle (SULEV) standard for exhaust emissions and the federal inherently low-emission vehicle (ILEV) evaporative emission standard, as defined in Part 88 (commencing with Section 88.101-94) of Title 40 of the Code of Federal Regulations, or a vehicle that meets the state's enhanced advanced technology partial zero-emission vehicle (enhanced AT PZEV) standard or transitional zero-emission vehicle (TZEV) standard, shall be permitted to use the Toll Facility without imposition of a toll or at a discounted toll during all hours. Existing state law related to these vehicles traveling in high occupancy vehicle or high occupancy toll lanes expires September 30, 2025.
- G. In accordance with section 166(d) of Title 23 of the United States Code, SBCTA will, in cooperation and coordination with Caltrans, establish, manage, support and operate a performance monitoring, evaluation and reporting program for the Toll Facility that provides continuous monitoring, assessment, and reporting of the impacts that tolled vehicles may have on the operation of the Toll Facility. SBCTA will limit or restrict the use of the Toll Facility by tolled vehicles if such use degrades the operation of the Toll Facility per the standards established under section 166(d) of Title 23 of the United States Code.
- H. Except as provided for above, SBCTA shall have the sole right to establish policies and rules governing use of the Toll Facility, including vehicle occupancy rules, vehicle classifications, tolling policies, business rules, toll rates and evasion/enforcement policies, provided that any such policies and rules shall be in compliance with State and federal laws. SBCTA shall advise Caltrans no less than 120 days before establishing or changing the policies and rules governing use of the Toll Facility. Caltrans shall review the policies and rules or changes to policies and rules and provide a written response within 60 days.

5.7 Safety Investigations and Safety Related Improvements.

- A. Caltrans may, at its sole cost, perform safety investigations and analysis relating to the Toll Facility. Caltrans and SBCTA shall cooperatively review the recommendations of the investigations, if any, and jointly determine corrective action necessary, if any, to remedy any identified deficiency or any potential enhancement. SBCTA shall fund and implement the jointly identified corrective action or enhancement to the Toll Facility as provided below subsection (D) below.
- B. After consultation with SBCTA, including the collaboration described in paragraph (C) below, Caltrans may, if the identified safety issue has a safety index that qualifies the proposed improvement project for funding under the SHOPP 201.010 Program, as detailed in Section 4 of the most recent version of the California Highway Safety Improvement Program (HSIP) Guidelines, or any successor guidance published by Caltrans and adopted pursuant to section 152 of Title 23 of the United States Code, issue an order to make a modification to the Toll Facility for safety reasons (a "Safety Improvement Order" or "SIO").
- C. Caltrans and SBCTA shall work collaboratively on the scope, design and schedule for implementation of Safety Improvement Orders. Caltrans shall take into consideration all relevant factors including, but not limited to, the extent of the risk, which the modification purports to address and all concerns of SBCTA as the Party responsible for the Toll Facility during the term of this Agreement. SBCTA shall take into consideration all relevant factors including, but not limited to, the extent of the risk which the modification purports to address, and all concerns of Caltrans as the Party generally responsible for the safety of the State Highway System.
- D. Caltrans may, but is not obligated to, participate in the cost of the SIO. If Caltrans agrees to participate in the cost of implementing the SIO, the cost for the modifications shall be negotiated and

allocated between Caltrans and SBCTA and the allocation shall be documented in the SIO.

- E. The modifications agreed upon shall be implemented by SBCTA in accordance with (i) Caltrans' normal time frames for safety enhancements of similar scope; or (ii) the Safety Improvement Order. If SBCTA is unable or unwilling to implement an SIO, Caltrans may unilaterally implement such SIO, and such right shall not be subject to enjoinder per Section 18.6 of this Agreement. Unless otherwise determined pursuant to Section 18.6, SBCTA shall reimburse Caltrans for its actual and reasonable costs associated with the implementation of such SIO, as determined pursuant to paragraph (D) above. Caltrans shall assume all costs and liability for any SIO unilaterally implemented by Caltrans, unless the dispute resolution process set forth in Section 18.6 ultimately results in the determination that the SIO was warranted or appropriate, in which case the costs shall be determined in accordance with paragraph (D) above and the SIO will be considered part of the Toll Facility.

5.8 Changes in Standards

- A. Caltrans, after coordination and consultation with SBCTA, may issue an order for SBCTA to make a modification to the Toll Facility based on adoption of new standards by FHWA or Caltrans ("Standards Modification Order"), provided that any required modification is to the same extent being imposed by Caltrans on existing State-operated, leased or funded transportation facilities of substantially equivalent size, location and character.
- B. The timing, scope, design and schedule for implementation of modifications to the Toll Facility under a Standards Modification Order will be proposed by Caltrans and will be subject to SBCTA's reasonable comment and approval. The modifications agreed upon shall be paid for by SBCTA and implemented in consideration of (i) the time in which Caltrans' applies such improvements to existing facilities it owns and operates or leases of a substantially equivalent size, location and character; (ii) the

time period for implementation set forth in the revised standard, if any; and (iii) the timing for implementation of a pending or scheduled Major Modification, repair or rehabilitation affecting the affected area or structure that is not part of the Standards Modification Order, where implementation of such Standards Modification Order would reasonably be included within the scope of work of the modification.

- C. Caltrans shall consider any request by SBCTA for alteration or deferral of a Standards Modification Order, taking into consideration the anticipated availability of SBCTA funds, the remaining term of this Agreement in light of SBCTA's obligations to its bond-holders and other lenders, the schedule for upcoming repair and rehabilitation of the Toll Facility, the extent of inconvenience and delay necessitated by the modification and the extent of the risk or public benefit which the modification purports to address.
- D. In the case of a Standards Modification Order to address a Critical Safety Standard, after the aforementioned coordination and consultation has occurred, if SBCTA fails to implement a mutually approved Standards Modification Order by the deadline contained in the Standards Modification Order, Caltrans reserves the right and authority, but not the obligation, to enter onto the Toll Facility, and to implement the modifications called for in such Standards Modification Order and, unless otherwise determined pursuant to Section 18.6, to invoice SBCTA for the actual and reasonable cost of implementation. Caltrans shall assume all liability for such Standards Modification Order unilaterally implemented by Caltrans.

5.9 Coordination Related to Installation of New Equipment

- A. Unless otherwise agreed upon by the Parties, any equipment installed by SBCTA following the Effective Date shall not unreasonably interfere with or adversely affect the operation of any Caltrans' equipment existing at the time SBCTA installs its equipment.

- B. Unless otherwise agreed upon by the Parties, any equipment installed by Caltrans shall not unreasonably interfere with or adversely affect the operation of any SBCTA equipment existing at the time Caltrans installs its equipment.

- 5.10 Adverse Effects Due to Other Facilities. Notwithstanding any provision of this Agreement to the contrary, but subject to Section 5.3, Caltrans is authorized to maintain, construct, improve and operate facilities within the Interstate 15 corridor that compete with the Toll Facility, and in no event shall SBCTA or SBCTA Parties be entitled to compensation for the adverse effects on toll revenue due to those facilities, including short term construction impacts.

6. COMPLETION OF TOLL FACILITY

The Parties intend that the Toll Facility and other non-toll improvements will be completed pursuant to the terms of the separate Design and Construction Cooperative Agreements; provided that nothing in this Agreement is intended to obligate SBCTA to complete the Toll Facility.

7. MODIFICATION OF TOLL FACILITY

7.1 Major Modification of Toll Facility.

- A. SBCTA shall submit any proposed Major Modification to Caltrans for approval pursuant to the Caltrans' encroachment permit process, as set forth in Streets & Highways Code Section 670, et. seq., as may be amended and as further established in the relevant Caltrans' procedures manual in effect at the time. Caltrans shall timely review the application for an encroachment permit for a Major Modification and shall timely issue such encroachment permit on reasonable conditions so long as the Major Modification is consistent with the terms of this Agreement and with State and federal standards. Should Caltrans fail to timely issue an encroachment permit for a Major Modification that is in compliance with the terms set forth in the foregoing

sentence, such failure shall be submitted to the dispute resolution process contained in this Agreement.

- B. If SBCTA requires any modification that is not within the Toll Facility, a Caltrans encroachment permit shall be required per Caltrans' standard requirements for SBCTA, and, as applicable, for its contractors, which permit shall be timely granted by Caltrans upon approval of the modifications. The parties acknowledge that Major Modifications not within the Toll Facility may require a separate agreement pursuant to the procedures set forth in the Caltrans Project Development Procedures Manual.
- C. Major Modifications shall be completed in accordance with all applicable laws and environmental regulations and to applicable Caltrans/FHWA standards and policies to the extent that Caltrans is applying the same standards to its own existing transportation facilities of equivalent size, location and character.
- D. Upon completion of the Major Modifications, SBCTA shall, within 180 Days, provide revised "as-built" plans to Caltrans which address the Major Modifications including, as applicable, all contract records, survey documents, records of surveys, and structure as-built documents according to Caltrans requirements. Should SBCTA fail to provide the "as-built" plans within the timeframe specified herein, Caltrans shall provide notice of such failure to SBCTA. The notice shall state that if SBCTA does not submit the "as-built" plans within thirty (30) days of receipt of the notice, Caltrans may prepare the plans. If Caltrans prepares the plans, SBCTA shall pay the actual costs thereof within thirty (30) days following receipt of an invoice from Caltrans.
- E. SBCTA shall procure, on its own behalf or through a contract requirement with any contractor, and as a condition precedent to any modification to the Toll Facility, a policy or policies of insurance naming the Caltrans Parties as an additional insured with coverage provided to Caltrans to the same degree as provided to SBCTA. Such insurance shall be primary and non-contributory with any insurance maintained by Caltrans. Such

policy or policies shall be consistent with the insurance coverage requirement published by Caltrans in its Standard Specifications or Standard Special Provisions in effect at the time of commencement of construction of the Major Modifications.

7.2 Minor Modification of Toll Facility

- A. SBCTA shall have the right to erect and maintain ETC Facilities and ETC Equipment and to install and utilize traffic control devices necessary for the safe and efficient operation of the Toll Facility. All signs utilized by SBCTA for the Toll Facility located within or adjacent to Caltrans' right of way shall comply with the California Manual on Uniform Traffic Control Devices ("MUTCD") or the applicable State and federal standards operative at the time of purchase of such signs. Signs, gantries, or other tolling equipment shall not be installed in a manner which negatively impacts the General Purpose Lanes or in a manner which would cause the General Purpose Lanes to no longer conform to their original design or to applicable State or federal standards in effect at the time of installation. No signage identifying an entity, business or brand other than SBCTA, Caltrans, tolling interoperability logos or other logos directly related to operation of the Toll Facility or identifying the Toll Facility shall be displayed at any location where it is visible from the a State Highway or otherwise in conflict with the Outdoor Advertising Act. Notwithstanding the foregoing, if mutually agreed upon by the Parties, SBCTA may display signage related to other transportation opportunities including, but not limited to, signage advertising express bus or other transportation modes providing transportation for the Interstate 15 corridor.
- B. Any installation of new ETC Facilities or ETC equipment necessary for the safe and efficient operation of the Toll Facility which were not included or accepted as part of the Toll Facility shall be considered "Minor Modifications" if they are installed within the Toll Facility. SBCTA shall be responsible for the installation and maintenance of said Minor Modifications. To effectuate the purposes of this section, and to maintain an accurate history of all

improvements placed in the State right-of-way, SBCTA agrees to submit to Caltrans a completed encroachment permit application including SBCTA-approved engineering plans, prior to performing any Minor Modifications. This paragraph shall not apply to replacement of equipment accepted as part of the Toll Facility with substantially similar equipment.

- 7.3 Caltrans Implementation of Modifications. If SBCTA requests that Caltrans implement, on behalf of SBCTA, modifications to the Toll Facility, SBCTA shall reimburse Caltrans for staff time and shall pay for costs associated with such modifications. Any such work performed by Caltrans shall be pursuant to a separate agreement to be negotiated between the Parties.

8. MAINTENANCE OF TOLL FACILITY

- 8.1 SBCTA Responsibility for Toll Facility Maintenance. SBCTA shall be responsible for regular inspection and maintenance of the Toll Facility, including ETC equipment as well as for the regular inspection and maintenance of all components of those structures as set forth herein.
- 8.2 Shared Costs for Joint Maintenance. The Parties agree to share the costs related to joint maintenance for storm water which may drain from the Toll Facility to existing Caltrans facilities. The costs for such maintenance shall be based on the ratio of non-permeable surface area attributable to each Parties' facilities, which shall be determined in accordance with the Caltrans' Storm Water Quality Handbook, SWPPP/WPCP Preparation Manual. Unless otherwise agreed upon by the Parties, Caltrans shall be responsible for storm water maintenance activities in accordance with best management practices for storm water and shall invoice SBCTA for its share of actual maintenance costs based on the foregoing formula.
- 8.3 Additional Integrated Maintenance Issues. The Parties shall, address any additional integrated maintenance, permit and maintenance liability issues that may arise following commencement of operations of the Toll Facility, and shall, subject to a separate written agreement or an amendment hereto, determine a cost split and shared responsibility for such integrated maintenance issues, if any.

8.4 Maintenance Plan to be Prepared and Implemented by SBCTA.

- A. Prior to substantial completion of the Toll Facility, SBCTA shall submit to Caltrans for its approval a maintenance plan for the Toll Facility.
- B. SBCTA shall be responsible for the maintenance of the Toll Facility in accordance with the Maintenance Standards.
- C. Caltrans shall furnish the Maintenance Standards to SBCTA on a timely basis. Receipt of the Maintenance Standards by SBCTA shall constitute notice as to the contents therein. SBCTA shall not be held responsible for implementing any changes to the Maintenance Standards unless and until actual notice thereof is given to SBCTA by Caltrans.
- D. SBCTA shall coordinate its schedule to consider potential impacts of SBCTA's maintenance activities on the Toll Facility on the operation of the General Purpose Lanes.

8.5 Option to Enter Freeway Maintenance Agreement with Caltrans. The Parties may enter into a Freeway Maintenance Agreement pursuant to which inspection and maintenance services may be provided by Caltrans in accordance with the maintenance plan approved by Caltrans. Such agreement shall provide for reimbursement of Caltrans for inspection and maintenance services. Irrespective of whether the Parties enter into a Freeway Maintenance Agreement, SBCTA shall be responsible for the regular inspection and maintenance of all components of those structures which directly connect the Toll Facility to other facilities; ETC System and ETC Facilities; and shall also be responsible for the cost of electrical power and communications for the ETC System and ETC Facilities.

8.6 Responsibilities If a Party Other than Caltrans is Providing Maintenance of the Toll Facility.

- A. The scope of Caltrans oversight responsibilities if a party other than Caltrans is providing maintenance of the Toll Facility shall be as follows:
- i. Caltrans shall be authorized to, but is not obligated to, inspect the maintenance of the Toll Facility and its related structures; provided that such inspection does not interfere with SBCTA's operation or maintenance of the Toll Facility.
 - ii. If upon inspection it is Caltrans' opinion that appropriate maintenance of the Toll Facility has not been performed in accordance with the applicable Maintenance Standards, Caltrans shall provide SBCTA with a written notification of the specific items requiring maintenance.
- B. Upon such written notification and SBCTA's agreement therewith, SBCTA shall provide Caltrans with a plan to promptly initiate steps to cure maintenance deficiencies identified in the written notice.
- 8.7 Right of Entry onto General Purpose Lanes for Maintenance. Caltrans hereby grants to SBCTA, and its contractors, a right of entry onto the General Purpose Lanes, as required for SBCTA to conduct maintenance activities with its own or its contractors' forces, or by contract. SBCTA contractors shall, prior to entry onto the General Purpose Lanes, obtain from Caltrans an encroachment permit for such entry pursuant to Caltrans' standard practices and shall provide to Caltrans evidence of insurance reasonably sufficient for the work to be conducted by the SBCTA contractor, as determined by SBCTA, under which Caltrans shall be added as an additional insured.
- 8.8 Coordination of Maintenance Schedule. The Parties shall coordinate maintenance schedules with each other in order to minimize impacts of maintenance activities on the General Purpose Lanes or the Toll Facility. Each Party shall notify the other Party five (5) days in advance of any planned closure that may reasonably impact the facility operated by the other Party.

- 8.9 Coordination of Major Repairs, Modifications and Rehabilitation. The Parties shall cooperate and coordinate, as may be appropriate, in connection with major pavement and structures repair, modification and rehabilitation of the General Purpose Lanes or the Toll Facility.

9. RESERVE FUNDS

SBCTA shall establish and maintain adequate reserve funds for maintenance and capital improvements of the Toll Facility, as well as to meet the Handback Requirements identified in Exhibit "C" and which may be required by law or as may be required by SBCTA's financing. Such reserve funds shall be sufficient to adequately provide for the repair, rehabilitation, reconstruction and the maintenance of the Toll Facility in accordance with Maintenance Standards.

10. EXCESS TOLL REVENUE

- 10.1 Expenditure Plan. Beginning at least five (5) years prior to the time that it is anticipated Excess Toll Revenues will be available, SBCTA in partnership with Caltrans shall develop, and annually update, an Expenditure Plan. The Expenditure Plan shall cover a period of either ten years or the remaining term of any project financing used to construct or maintain any portion of the Toll Facility, whichever period is longer. After working in partnership with Caltrans on a draft Expenditure Plan, SBCTA shall provide Caltrans another opportunity to review and comment on the draft Expenditure Plan, and each annual update, at least thirty (30) days prior to submitting the Expenditure Plan to the SBCTA Board of Directors for their consideration and approval. The Expenditure Plan, and each annual update, shall be made available for public review and comment no less than thirty (30) days prior to its adoption by SBCTA. The Expenditure Plan shall provide for the use of Excess Toll Revenue for any of the purposes permitted by California Vehicle Code 149.11, state or federal law.
- 10.2 Implementation of Non-Tolled Project on the State Highway System. Caltrans will be responsible for implementation of non-toll related

projects on the State Highway System that are funded from Excess Toll Revenues.

11. Responsibility for Costs.

11.1 Costs for Maintenance, Operation and Rehabilitation of Toll Facility. Except as otherwise set forth herein, SBCTA shall bear all costs of inspection, maintenance, operation, rehabilitation and reconstruction of the Toll Facility, including ETC Equipment, ETC Facilities and the ETC System for the duration of the Agreement and any extension hereof.

11.2 Costs for Caltrans Services Requested by SBCTA. Other than expressly set forth herein or except as otherwise agreed upon by the Parties, SBCTA shall be responsible for the costs of any services of Caltrans requested by SBCTA including, but not limited to, those services that state law mandates Caltrans to perform, oversight for capital projects and the cost of Pavement Management System testing if SBCTA requests Caltrans perform such tests for the Toll Facility.

12. Public Safety/Policing.

12.1 California Highway Patrol (CHP) police services.

A. SBCTA shall enter into an agreement with CHP to engage police services from CHP for the Toll Facility.

B. At SBCTA's request, Caltrans shall assist SBCTA in negotiation of the police services contract with CHP.

12.2 Level of Police Services. The Parties agree that the agreement with CHP shall provide that police services for the Toll Facility shall be at least equivalent to that provided on comparable Caltrans-operated routes.

12.3 Toll violation enforcement. SBCTA shall have the right to:

A. Engage services of CHP to apprehend and/or cite toll violators in accordance with State law.

- B. Initiate civil and administrative actions and other toll enforcement and collection actions against toll violators consistent with applicable law.
 - C. Enforce all private rights against toll violators.
 - D. Engage private security to identify toll violators
 - E. Take other legally permissible actions to collect, enforce and protect toll revenues.
- 12.4 No Right to Toll Facility Customer Information. This Agreement shall not provide Caltrans with any independent right to any Toll Facility customer information other than general statistical information about customers who use the Toll Facility, such as the ZIP codes of ETC account holders, for the purposes of tracking Toll Facility usage patterns and levels.
- 12.5 Compliance with Laws. SBCTA shall follow all applicable traffic enforcement laws and regulations and both Parties shall comply with all applicable privacy laws with respect to customer information.
- 13. FINANCING**
- 13.1 Responsibility for Project Financing. SBCTA shall be responsible for project financing, unless otherwise agreed upon by the Parties
- 13.2 Caltrans Assistance with Information Requirements.
- A. Caltrans shall provide reasonable assistance with any reporting, documentation and other reasonably necessary informational requirements of SBCTA's lenders/bond holders. Any expenditures incurred by Caltrans associated with these efforts shall be reimbursed by SBCTA.
 - B. Caltrans may be requested to execute certificates associated with lender requirements and agrees to do so as appropriate. Caltrans may also be required to provide periodic estoppel certificates to bondholders or lenders regarding SBCTA's

compliance under this Agreement (and any other agreement between the Parties relating to the Project, including any Maintenance Agreement between Caltrans and SBCTA).

- C. The State of California is not to be advertised as backing any financial instrument or offering associated with the Project. Any prospectus or other public statement or offering shall include an express statement that "neither the full faith and credit, nor the taxing authority of the State of California is pledged to the payment of principal of, or the interest on, this instrument."
- D. Caltrans will not certify that the financing meets Securities and Exchange Commission criteria and will not give any warranties related thereto.

14. REPRESENTATIONS AND WARRANTIES

14.1 Representations and Warranties of Caltrans. In addition to the other representations and warranties of Caltrans contained herein, Caltrans hereby represents and warrants as follows:

- A. Caltrans is a department of the executive branch of the State of California, duly organized and existing under the laws and Constitution of the State of California, is authorized to execute and deliver this Agreement and to perform its obligations hereunder and by proper action has duly authorized the execution, delivery and performance of this Agreement.
- B. The execution and delivery by Caltrans of this Agreement and the consummation of the transactions contemplated hereby, is not in conflict with, or a breach of or a default under any law or regulation applicable to Caltrans, and to the best of Caltrans' knowledge after due inquiry, there is no restriction or prohibition which would impair or render unenforceable or illegal, as to Caltrans, any provision of this Agreement including, without limitation, the Lease, or any other related agreement to which it is a party.

- C. Caltrans has determined that SBCTA will incur substantial cost and expense to design, develop, acquire, construct, install and operate the Toll Facility, and that it is necessary, appropriate and reasonable to provide the assurances, protections, rights and warranties contained herein.
 - D. No litigation is pending or, to the best knowledge of Caltrans, threatened challenging the authority of Caltrans to enter into this Agreement other than that which Caltrans has notified SBCTA of by separate letter prior to the Effective Date, and Caltrans is in compliance with all applicable laws and regulations.
 - E. Caltrans owns and controls the State Highway System, subject to those existing rights granted to third parties.
 - F. The representations and warranties of Caltrans contained herein are, as of the date of execution hereof and thereof, accurate and complete.
- 14.2 Representations and Warranties of SBCTA. In addition to the other representations and warranties of SBCTA contained herein, SBCTA hereby represents and warrants as follows:
- A. SBCTA has the authority to execute, deliver and perform this Agreement, and the terms and conditions hereof are valid and binding obligations of SBCTA.
 - B. The execution and delivery by SBCTA of this Agreement and the consummation of the transactions contemplated hereby is not in conflict with, or a breach of or a default under any law or regulation applicable to SBCTA, and to the best of SBCTA's knowledge after due inquiry, there is no restriction or prohibition which would impair or render unenforceable or illegal, as to SBCTA, any provision of this Agreement, or any other related agreement to which it is a party.
 - C. To SBCTA's best knowledge, there is no litigation in effect challenging SBCTA's authority to enter into this Agreement, other

than that which SBCTA has notified Caltrans by separate letter prior to the Effective Date, and SBCTA is in compliance with all applicable laws and regulations.

- D. The representations and warranties of SBCTA contained herein are, as of the date of execution hereof and thereof accurate and complete.

15. ALLOCATION OF LIABILITY; RESPONSIBILITY

- 15.1 SBCTA Obligations Related to Toll Facility. As between Caltrans and SBCTA, SBCTA shall be responsible for inspecting, operating, maintaining, policing, administering the Toll Facility and for collecting tolls for the use of the Toll Facility, subject to and in accordance with the terms of this Agreement, except to the extent SBCTA engages Caltrans to perform maintenance as provided in Section 8, or any other services, and CHP to perform police services as provided in Section 12.
- 15.2 SBCTA Indemnification of Caltrans Parties. SBCTA shall indemnify, hold harmless and defend the Caltrans Parties from any Third-Party Claim to the extent such Third- Party Claim is asserted against the Caltrans Parties and arises out of or is attributable to any negligent or willful act or omission of the SBCTA Parties in the performance of the activities described in Section 15.1 above, except to the extent that such Third-Party Claim is attributable to or arises out of any of the matters described in Section 15.3 below.
- 15.3 Caltrans Indemnification of SBCTA Parties. Caltrans shall indemnify, hold harmless and defend the SBCTA Parties from any Third-Party Claims to the extent such Third- Party Claim is asserted against the SBCTA Parties and arises out of or is attributable to any negligent or willful act or omission or of the Caltrans Parties in performance of the obligations attributable to Caltrans, except to the extent such Third-Party Claim is attributable to or arises out of the matters described in Section 15.2 above.
- 15.4 Waiver of Other Indemnity Rights. Except as provided in Sections 15.2 and 15.3, SBCTA and Caltrans each waive any and all rights to defense

and indemnity of any kind (whether equitable, comparative, express or implied) from each other with respect to Third-Party Claims.

- 15.5 Resolution of Claims When Caltrans and SBCTA are Named Joint Defendants. If Caltrans and SBCTA are named joint defendants pursuant to a Third Party Claim arising under this Agreement, the legal issues between the plaintiff(s) bringing forth such claim and Caltrans and SBCTA, as joint defendants, shall be resolved first without consideration as to the allocation or apportionment of liability or damages between Caltrans and SBCTA, if any liability or damages can be allocated or apportioned between them. A determination regarding allocation or apportionment of liability or damages between Caltrans and SBCTA shall be made following final resolution of the Third Party Claim, either in a separate or second phase of trial or by some other mechanism the Parties may agree upon.
- 15.6 Resolution of Inverse Condemnation Claims. If either Caltrans or SBCTA is named as a defendant pursuant to a Third Party Claim for inverse condemnation arising out of or related to the Toll Facility ("Inverse Claim"), the defendant agency shall immediately notify the other party of the existence of the Inverse Claim. If an Inverse Claim is litigated, the legal issues between the plaintiff(s) bringing forth the Inverse Claim and either Caltrans or SBCTA, as applicable, shall be resolved first without consideration as to the allocation or apportionment of liability or damages between Caltrans and SBCTA, if any liability or damages can be allocated or apportioned between them. The Party that is not a named defendant shall have the right, at its sole cost and expense, to intervene in the action and to participate in the defense and resolution of the Inverse Claim. Within ninety (90) days of the final resolution of the Inverse Claim, either Caltrans or SBCTA may refer to the dispute resolution process set forth in Section 18.6 of this Agreement the apportionment of liability or damages for the Inverse Claim between Caltrans and SBCTA. Liability or damages will be apportioned based on the extent to which the Claim is found to have arisen out of SBCTA's construction or operation of the Toll Facility.

16. RECORDS.

The Parties shall hold all administrative draft and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for operation and/or maintenance of the Toll Facility in confidence to the extent permitted by law. Where applicable, the provisions of California Government Code section 7920.000 et seq. shall govern the disclosure of such documents in the event that the Parties share said documents with each other. The Parties shall not distribute, release, or share said documents with anyone other than employees, agents, and consultants of the Parties who require access to such documents for a purpose related to operation and maintenance of the Toll Facility without the written consent of the Party authorized to release them, unless required or authorized to do so by law.

17. INSURANCE

17.1 Commercial General Liability Insurance.

- A. SBCTA shall procure and maintain throughout the term of this Agreement comprehensive general liability insurance protecting SBCTA from risks arising from SBCTA's activities covered under this Agreement. Such liability insurance policy shall include coverage for bodily injury and property damage. If SBCTA uses existing coverage to comply with the requirements contained in this Section 17 and that coverage does not meet these requirements, SBCTA agrees to amend, supplement, or endorse the existing coverage to meet the requirements herein.
- B. Caltrans shall be included as an additional first party insured under the insurance policy(ies) described in this Section 16. As respects Caltrans, for claims arising out of the activities contemplated in this Agreement, such insurance shall be primary and non- contributory with any insurance maintained by Caltrans.
- C. The insurance coverage required shall be in amount not less than \$25 million general aggregate per year.

17.2 Evidence of Coverage.

- A. Evidence of insurance in compliance with the requirements of this Section 16 shall be furnished to Caltrans by providing complete copies of the underlying policy(ies) of insurance as well as an endorsement naming Caltrans and all addenda and exclusions as well as by standard certificates of insurance. Neither the insurance policies nor the additional insured endorsements shall contain provisions or exclusions inconsistent with this Agreement. Such policies or endorsements shall include a notice of cancellation, of not less than 30 days (10 days for non-payment of premiums), to Caltrans.
- B. Such insurance shall be issued by a company or companies authorized to transact business in the State.

17.3 Denial of Coverage. If the insurance carriers for the policies of insurance described in this Section 17 deny coverage to SBCTA or Caltrans with respect to any Claims reported to such carriers, Caltrans and SBCTA shall cooperate to establish whether, to what extent, and how to fund the cost of contesting the denial of coverage.

18. **Default/Remedies.**

- 18.1 Default. Subject to the extensions of time set forth in this Agreement and/or any extensions agreed upon by the Parties, failure or delay by either Party to perform any material term or provision of this Agreement constitutes a default under this Agreement.
- 18.2 Notice of Default. The non-defaulting Party shall give written notice of such default to the Party in default, specifying the alleged default. The defaulting Party shall commence to cure, correct and/or remedy the default as soon as reasonably practicable. The Party shall complete the cure of the default within 30 days or such longer time as the non-defaulting Party agrees in the event the default cannot be cured within that time. Except as otherwise expressly provided in this Agreement, any failures or delays by either Party in asserting any of its rights or remedies with respect to a default shall not operate as a waiver of any default or

of any such rights or remedies. Delays by either Party in asserting any of its rights and remedies shall not deprive either Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

- 18.3 Failure to Cure. In the event that the defaulting Party fails to complete the cure or remedy of a default within thirty (30) calendar days following receipt of written notice, or within such time as the non-defaulting Party otherwise agrees, a breach of this Agreement shall be deemed to have occurred, and the defaulting Party shall be liable to the non-defaulting Party for any damages caused by such breach.
- 18.4 Rights and Remedies. In the event of a breach, the non-defaulting Party may exercise the right to seek damages, specific performance or other injunctive or equitable relief. The exercise of a Party's rights and remedies shall be cumulative with the exercise of other rights and remedies. Caltrans also acknowledges that it shall not have the right to collect or retain toll revenues on account of or as an offset against damages or otherwise during the period that toll revenues are pledged to repayment of indebtedness incurred to finance or refinance the Project.
- 18.5 Lenders rights and remedies
- A. Leasehold Mortgages. The holder of any mortgage, pledge or other encumbrance or collateral assignment of this Agreement, including the Lease, and any other agreements between the Parties related to the Toll Facility, and the beneficiary of any such deed of trust or assignment shall be referred to in this Agreement as a "Leasehold Mortgagee"; and the mortgage, pledge, hypothecation, deed of trust, assignment, or other security instrument shall be referred to in this Agreement as a "Leasehold Mortgage". Leasehold Mortgages shall be subject to the following:
- i. The provisions set forth in Section 20.2(C) of this Agreement.

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- ii. SBCTA shall provide to Caltrans a fully executed copy of the original note or other evidence of indebtedness secured by any Leasehold Mortgage, together with written notice of the address of the Leasehold Mortgagee (or the address of a trustee, fiscal agent or other person or entity acting on behalf of a number of Leasehold Mortgagees) to which notices may be sent. In the event of an assignment of such Leasehold Mortgage, a copy thereof, together with written notice of the address of the assignee thereof (or the address of a trustee, fiscal agent or other person or entity acting on behalf of a number of assignees) to which notices may be sent, shall be delivered to Caltrans.
- iii. All rights acquired by Leasehold Mortgagees under any Leasehold Mortgage shall be subject to each and all of the provisions of this Agreement, and to all rights of Caltrans hereunder, none of which provisions or rights is or shall be waived by Caltrans by reason of the giving of such Leasehold Mortgage; but nothing herein shall limit or restrict the rights of Leasehold Mortgagees as set forth in this section. Caltrans and SBCTA agree that while any Leasehold Mortgage is in existence, there shall be no agreement between Caltrans and SBCTA for any modification or amendment of this Agreement that may have a material adverse impact on the rights of the Leasehold Mortgagee without the consent of the Leasehold Mortgagee, provided that such consent shall not be unreasonably withheld or delayed. The Leasehold Mortgagee shall use its reasonable best efforts to respond to any request for a modification or amendment within a reasonable period of time.
- iv. Notwithstanding any foreclosure of any such Leasehold Mortgage, SBCTA shall remain liable to Caltrans for the payment of all sums owed to Caltrans hereunder and the performance of all of the provisions of this

Agreement which are to be carried out and performed by SBCTA.

- B. Rights and Obligations of Leasehold Mortgagees. As long as any Leasehold Mortgage created in accordance with this section shall remain unsatisfied and Caltrans has received the information specified in Section 18.5(a)(ii) above, the following provisions shall apply:
- i. In the event Caltrans shall have issued a notice of default under Section 18.2 hereof, a copy of which Caltrans shall deliver to the Leasehold Mortgagee, and SBCTA shall have failed to commence cure of the default within the specified cure period, Caltrans shall provide notice to the Leasehold Mortgagee of SBCTA's failure to cure ("Failure to Cure Notice"). Upon receipt of the Failure to Cure Notice, the Leasehold Mortgagee shall have the right (but not the obligation) to remedy such default or cause the same to be remedied by its qualified and competent designee to effect such cure (a "Substituted Entity"); and Caltrans shall accept such performance by or at the instigation of such Leasehold Mortgagee or Substituted Entity as if the same had been done by SBCTA. The Leasehold Mortgagee shall have thirty (30) days following receipt from Caltrans of the Failure to Cure Notice to commence cure of the default, provided that prior to commencing any cure of an SBCTA default, the Leasehold Mortgagee shall first provide notice to Caltrans of its intent to commence cure as permitted hereunder. Notwithstanding anything herein to the contrary, if and to the extent that the Leasehold Mortgagee is prevented from commencing cure by order of or action by a governmental entity, including a court order, the period for commencing cure shall be extended during the period such prohibition is in place.

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- ii. SBCTA hereby constitutes and appoints the Leasehold Mortgagee as its authorized SBCTA representative and attorney-in-fact with full power, in SBCTA's name, place and stead, and at SBCTA's sole cost and expense, to enter upon the Toll Facility and to perform all acts required or permitted to be performed herein, but only in the event that SBCTA is in default hereunder, and fails to timely commence cure of such default, as evidenced by Caltrans' issuance of the Failure to Cure Notice.
- iii. In the event that the default of SBCTA is such that the Leasehold Mortgagee, in order to cure the default, shall be required to assume all of SBCTA's rights and obligations hereunder, the Leasehold Mortgagee shall execute all documents reasonably requested by Caltrans effecting such assumption.
- iv. Any payment to be made or action to be taken by a Leasehold Mortgagee hereunder shall be deemed properly to have been made or taken by the Leasehold Mortgagee if such payment is made or action is taken by a nominee, agent, or assignee of the right of such Leasehold Mortgagee.
- v. The Parties hereto shall give the Leasehold Mortgagee notice of any proceedings for condemnation of all or part of the Toll Facility or this Agreement. The Leasehold Mortgagee shall have the right to intervene and be made a party to any such condemnation proceedings, and Caltrans and SBCTA do hereby consent that the Leasehold Mortgagee may be made such a party or an intervener.
- vi. No Leasehold Mortgagee, nor any owner of the leasehold estate whose interest shall have been acquired by, though, or under any Leasehold Mortgage or whose interest shall have been derived immediately from any holder thereof, shall become personally liable

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under the provisions of this Agreement unless and until such time as the Leasehold Mortgagee or such owner elects to assume any rights of SBCTA hereunder. Upon any permitted assignment of this Agreement, including the Lease, by a Leasehold Mortgagee or any party whose interest shall have been derived immediately therefrom, the assignor shall be relieved of any further liability which may accrue hereunder from and after the date of such assignment, provided that the assignee shall execute and deliver to Caltrans a recordable instrument of assumption wherein such assignee shall assume the rights and obligations of SBCTA and agree to perform and observe all provisions of this Agreement as applicable to SBCTA.

vii. If the holders of more than one such Leasehold Mortgage shall provide written notice to Caltrans of Leasehold Mortgagee's intent to cure a default of SBCTA, Caltrans shall accept such notice and cure from the holder whose Leasehold Mortgage was the earliest to be recorded.

viii. The rights granted herein to Leasehold Mortgagees shall be enforceable by such Leasehold Mortgagees. In the event any action or proceeding is brought to enforce or interpret the provisions hereof or to seek damages arising under this Agreement or performance hereunder, or to declare the rights of the Parties hereto or of such Leasehold Mortgagees, the prevailing party (including such Leasehold Mortgagees, if prevailing) shall be entitled to costs and expenses actually and reasonably incurred (including reasonable attorneys' fees).

C. Cooperation. Caltrans and SBCTA shall cooperate by including in this Agreement, by suitable amendment from time to time, any provision which may reasonably be requested by any proposed lender for the purpose of implementing the lender and Leasehold Mortgagee protection provisions contained in this Agreement

and allowing such lender reasonable means to protect and preserve its lien (including the lien of the Leasehold Mortgage) on the occurrence of a default under the terms of this Agreement. Caltrans and SBCTA each agree to execute and deliver (and to acknowledge, if necessary, for recording purposes) any agreement necessary to effect any such amendment; provided, however, that any such amendment shall not in any way affect the term or any payments due under this Agreement nor otherwise in any other material respect adversely affect any rights of Caltrans or SBCTA under this Agreement.

18.6 Dispute Resolution

- A. SBCTA and Caltrans shall attempt to resolve all disputes. In the case of a dispute and prior to the exercise of any judicial remedies for a breach of this Agreement, the following procedure shall govern:
- i. Representatives of Caltrans and SBCTA shall attempt to resolve the dispute within fifteen (15) Days, or such longer period as agreed on by the Parties.
 - ii. If the representatives of Caltrans and SBCTA are unable to resolve the dispute, the matter shall be referred to the District Director of Caltrans and to the SBCTA Executive Director. The foregoing officers of the Parties shall attempt to resolve the dispute within fifteen (15) Days, or such longer period as agreed on by the Parties.
 - iii. If the District Director of Caltrans and the SBCTA Executive Director are unable to resolve the dispute, and if the disputed amount claimed by a Party does not exceed \$500,000 and, in the aggregate, unresolved disputes do not exceed \$5,000,000, either Party may demand that the dispute be submitted to binding arbitration. The amounts specified in the foregoing sentence shall be subject to annual adjustment, commencing as of the first day on which the Toll Facility is placed into toll operations, in an

amount equal to the percentage increase in the Index as of the effective date hereof.

- iv. If the dispute remains unresolved and does not meet the specifications subsection (iii) of this paragraph above, the Parties may agree to submit the dispute to arbitration or other form of alternative dispute resolution, or either Party may seek any other legal remedies available.

- B. Available remedies to the Parties shall include, without limitation, (i) injunctive relief and other equitable remedies, (ii) specific performance, (iii) termination, in whole or in part, of any obligation on the part of the prevailing Party to reimburse the losing Party for the disputed work at issue conducted by the losing Party, (iv) the right of the prevailing Party to recover monies paid to the losing Party as reimbursement for the disputed work at issue, or portions thereof, conducted by the losing Party, and (v) the right of the prevailing Party to reimbursement for costs incurred in conducting or completing work ordered by the losing Party.

19. TRANSFER BACK TO STATE

- 19.1 Transfer of Property to Caltrans at End of Term. At the end of the term of this Agreement, including any extension thereof, all property granted via the lease provisions above, as well as all personal property owned by SBCTA and which is related to the Toll Facility, ETC Facilities, ETC Equipment, ETC System, including the signs, gantries, other tolling equipment, traffic control devices and video surveillance and enforcement equipment, and other similar equipment utilized for the operation of the Toll Facility, excluding any computer software or hardware for which a license may be required, shall automatically become the property of Caltrans. Caltrans may, but is not obligated to, assume the rights and obligations of SBCTA with respect to personal property, ETC Equipment and ETC Systems which are not owned by SBCTA, but which are subject to a lease or other financing arrangement with a third party. SBCTA shall take all reasonable steps to allow for the substitution of Caltrans for SBCTA with respect to any such lease or arrangement.

- 19.2 Condition of Toll Facility at End of Term. The Toll Facility shall be returned to Caltrans in a condition that meets the Handback Requirements identified in Exhibit "C" attached hereto and incorporated herein by reference.
- 19.3 Transfer of Obligations for Toll Facility to Caltrans. At the end of the term of this Agreement, including any extension terms, and to the extent the Handback Requirements identified in Exhibit "C" have been met, all maintenance and other obligations of SBCTA shall become the responsibility of Caltrans, other than, unless otherwise agreed upon by the Parties, any then-existing financing obligations of SBCTA to third parties that relate to the Toll Facility.
- 19.4 Vendor Contracts. Caltrans may, but is not obligated to, assume the role of SBCTA with respect to any third party vendor contracts relating to the maintenance or operation of the Toll Facility. SBCTA agrees to take all reasonable steps to allow for the substitution of Caltrans for SBCTA with respect to any third party vendor contracts.
- 19.5 Punch List. The Parties agree that a punch list, to include all outstanding maintenance and repair obligations of SBCTA related to the Toll Facility, shall be developed by the Parties one (1) year prior to transfer of the Toll Facility to Caltrans. SBCTA shall complete all agreed upon items on the punch list prior to the end of the term of this Agreement.
- 19.6 Transfer of Records at End of Term. At the end of the term of this Agreement, SBCTA shall transfer to Caltrans all records pertaining to material maintenance, operations, unresolved complaints, safety and modifications of the Toll Facility generated within five (5) years prior to termination of this Agreement and maintained by SBCTA.

20. OTHER MISCELLANEOUS STANDARD PROVISIONS

20.1 Approvals.

- A. Caltrans' Approvals. Whenever Caltrans' comment, approval or consent is required under this Agreement, such comment,

approval or consent shall not be unreasonably withheld or delayed and, unless otherwise expressly provided herein, Caltrans' consent or approval shall be deemed given if Caltrans has not responded to SBCTA's request therefor within twenty- one (21) Days (or such other time period specified in this Agreement) after such request is received, or for Major Modifications, within a reasonable period of time, not to exceed the timeframe set forth by law for the encroachment permit process.

- B. SBCTA Approvals. Whenever SBCTA's comment, approval or consent is required under this Agreement, such comment, approval or consent shall not be unreasonably withheld or delayed and, unless otherwise expressly provided herein, SBCTA's consent or approval shall be deemed given if SBCTA has not responded to Caltrans's request therefor within twenty- one (21) Days (or such other time period specified in this Agreement) after such request is received, provided that such time may be extended by mutual agreement.

20.2 Assignment of Agreement.

- A. Except as provided in clause (C) below, any proposed assignment of this Agreement to any other entity shall require Caltrans' approval, in its sole discretion as well as the potential approval of the California Transportation Commission. Any proposed assignment shall require that notice shall be given to Caltrans three (3) months prior to the effective date of said assignment. Any potential assignee shall immediately upon request provide information reasonably required by Caltrans to determine whether said potential assignee can meet the obligations of this Agreement. SBCTA may assign its right, title and interest in and to toll revenues without Caltrans' approval. This paragraph is not intended to and shall not limit the rights of any Leasehold Mortgagee as set forth in Section 18.5 of this Agreement.
- B. Any proposed assignment of this Agreement to a public entity shall require that notice shall be given to Caltrans three (3) months

prior to the effective date of said assignment. Such notice shall include provision to Caltrans of evidence that the proposed assignee has the demonstrated financial ability to meet its obligations under this Agreement. Caltrans shall approve such assignment within fifteen business (15) days of receiving notice from SBCTA, unless it reasonably determines that the proposed assignee cannot meet the obligations of this Agreement. This paragraph is not intended to and shall not limit the rights of any Leasehold Mortgagee as set forth in Section 18.5 of this Agreement. Any potential assignee shall immediately upon request provide information reasonably required by Caltrans to determine whether said potential assignee can meet the obligations of this Agreement.

C. SBCTA may, without the consent of Caltrans, assign, pledge, mortgage or otherwise encumber its respective interests in this Agreement including, without limitation, the Lease and any other related agreements, and/or any rights emanating therefrom, in order to secure financing or refinancing for the Toll Facility provided that SBCTA retains responsibility for fulfilling the material obligations herein. Any amendment to the terms of this Agreement required as a result of a proposed refinancing, including, but not limited to, defeasance of existing bonds and issuance of new bonds, shall be subject to Caltrans' approval which shall not be unreasonably withheld or delayed.

D. Following any permitted assignment of this Agreement, SBCTA shall be relieved of any further liability which may accrue hereunder from and after the date of such assignment, provided that the assignee shall execute and deliver to Caltrans a recordable instrument of assumption wherein such assignee shall assume the rights and obligations of SBCTA and agree to perform and observe all provisions of this Agreement.

21. **Subcontracting.** SBCTA may, in its sole discretion and in compliance with all applicable legal requirements, enter into subcontracts with third party contractors or consultants for performance of any of its obligations hereunder. Such rights of SBCTA include the right of SBCTA to

subcontract for operation and/or maintenance of Toll Facility and, except as expressly set forth herein, for performance of any other obligations of SBCTA under this Agreement.

22. **Covenant to Cooperate.** The Parties agree to take all reasonable steps within the confines of existing laws, regulations or policy, for the effective implementation, operation and maintenance of the Toll Facility. While understanding the Parties cannot control the actions of the public or the ultimate users of the State Highway System nor can they control nature or acts of God, the Parties expressly agree to take all reasonable and necessary steps to avoid or minimize the effect of operational conflicts between the Toll Facility and the General Purpose Lanes. Such reasonable and necessary steps shall include, but not be limited to, maintenance by Caltrans, in good condition and repair, of that portion of the General Purpose Lanes providing ingress to and egress from the Toll Facility.
23. **Designation of Representatives.** Caltrans shall designate a Caltrans representative to represent Caltrans and SBCTA shall designate an SBCTA representative to represent SBCTA on matters related to this Agreement. All communications between the two agencies shall be channeled through the designated representatives.
24. **Notice.** Any notice provided pursuant to or required by this Agreement shall be in writing and shall be deemed sufficiently provided when sent by certified mail, return receipt requested, to the Parties at the following addresses:

Draft 3/13/2023

08-Riv-10 48.13/0.0

08-SBd-10 0.0/8.12

EA0R801

SBCTA Agreement 22-1002665

SBCTA

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY
1170 West 3rd Street, 2nd Floor
San Bernardino, CA 92410
Attn: Executive Director

Caltrans

California Department of
Transportation
District 8
464 W 4th Street
San Bernardino, CA 92401
Attn: District Director

With a copy to:
California Department of
Transportation
Legal Division
464 W 4th Street
San Bernardino, CA 92401
Attn: Deputy Chief Counsel

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail, first class postage prepaid, addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

25. **Force Majeure.** The failure of performance by either Party (except for payment obligations) hereunder shall not be deemed to be a default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor, railroad, or suppliers; acts of the other Party; acts or failure to act of any other public or governmental agency or entity (other than that acts or failure to act of the Parties); or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform or relief from default. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by mutual agreement between the Parties.

26. **Bankruptcy; Estate of the Debtor.** Upon the filing, petition or application for relief of the Bankruptcy Court, SBCTA agrees and stipulates that the Toll Facility, excluding any toll plazas, gantries and equipment cabinets; conduit, fiber, cameras, readers, signage and supporting or related computerized communications systems; and other toll related toll operations equipment and systems, are integrated elements of the State Highway System. SBCTA further acknowledges that its interest in the Toll Facility, other than the excluded equipment and systems referenced in the foregoing sentence, are possessory rights derived from this Agreement including, without limitation, the Lease. SBCTA agrees and acknowledges that the integrated elements of the State Highway System as noted above are also an integral element of the national federal aid highway system whose continued and efficient operation strongly implies the public's interest in travelling safety and the inter-regional transportation of goods and services.
27. **Access for Maintenance or Operations Purposes.** Access to any portion of the Toll Facility by Caltrans and to the General Purpose Lanes by SBCTA for maintenance and/or operations purposes of either Party shall be through notice and coordination with the other Party.
28. **Compliance with Section 129.** Beginning on the first anniversary of the Toll Facility opening to traffic, and on each anniversary thereafter, SBCTA shall prepare a certification concerning the adequate maintenance of the Toll Facility, and prepare an audit of the Authority's records of the Toll Facility. Caltrans will review and approve the certification and audit, and if appropriate, submit them to the FHWA. SBCTA may use an independent auditor to prepare the audit.
29. **Airspace Reserved.** Airspace over or under any portion of the Toll Facility is hereby expressly reserved to the Caltrans, with the exception of toll collection equipment, gantries and toll enforcement equipment.
30. **Liens.** SBCTA agrees that under no circumstance shall SBCTA allow any lien to attach to any portion of the General Purpose Lanes or to any portion of the Toll Facility arising out of or related to the actions of SBCTA and/or any of its contractors, whether constructed, completed or

accepted. To the extent any lien is recorded or asserted in violation of the foregoing, SBCTA agrees to promptly act to remove or satisfy said lien. Satisfaction or removal may be by payment, procurement of bond or otherwise.

31. **Amendment, Repeal or Supersession.** References to statutes shall be deemed to incorporate any future amendment or supersession of said statutes. If said statute has been repealed and if no amendment or supersession has been promulgated or effected, or if the effect of amendment or supersession is materially different from the predecessor statute then the Parties agree to meet and confer and amend the Agreement as warranted. The Parties agree to meet and confer with respect to any applicable amendment or modification of any Caltrans manual or policy upon notice to SBCTA from Caltrans of such amendment or modification.
32. **Agreement is Contractual in Nature and Not Mere Implementation of Statute.** The Parties agree this Agreement and its terms are contractual in nature and not the mere implementation of otherwise applicable statutes or authorities.
33. **No Partnership or Joint Venture.** In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties.
34. **Amendments.** This Agreement may be amended at any time by the mutual consent of the Parties; however, no amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors or assigns.
35. **Waiver.** No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of either Party shall be deemed to waive or render unnecessary such Party's consent to or approval of any subsequent act of the other Party. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

36. **Captions.** The captions included in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement or any provision hereof, or in any way affect the interpretation of this Agreement.
37. **Interpretation.** The Parties acknowledge that this Agreement is the product of mutual arms-length negotiation and drafting and that each Party has been represented by legal counsel in the negotiation and drafting of this Agreement. Accordingly, the rule of construction which provides that ambiguities in a document shall be construed against the drafter of that document shall have no application to the interpretation and enforcement of this Agreement.
38. **Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the Parties hereunder.
39. **Governing Law.** This Agreement shall be governed by the laws of the State of California. Venue shall be in the California Superior Court for Sacramento County or a county other than San Bernardino County.
40. **Third Party Beneficiaries.** There are no third party beneficiaries of this Agreement, and this Agreement is not intended, and shall not be construed, to be for the benefit of, or be enforceable by, any other person or entity whatsoever.
41. **Entire Agreement.** This Agreement, the attached exhibits and any other documents specifically referenced and incorporated herein constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior verbal or written agreements and understandings between the Parties with respect to the matters addressed in this Agreement.

Draft 3/13/2023

08-Riv-10 48.13/0.0

08-SBd-10 0.0/8.12

EA0R801

SBCTA Agreement 22-1002665

42. **Memorandum of Agreement / Further Assurances.** SBCTA and Caltrans agree to execute and record a memorandum of this Agreement, in the form attached hereto as Exhibit "D", against the Leased Property. The Parties further agree to execute any additional instruments as may be reasonably necessary to carry out the purposes and intent of this Agreement and to fulfill their respective obligations hereunder.
43. **Time of the Essence.** Time is of the essence in the performance of this Agreement.

Signatures on following page

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Draft 3/13/2023

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08-SBd-10 0.0/8.12

EA0R801

SBCTA Agreement 22-1002665

IN WITNESS WHEREOF, the PARTIES hereto have set their hands the day and year first above written.

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Executive Director

By: _____
District Director
District _____

Approved as to Form and Procedure:

Approved as to Form and Procedure:

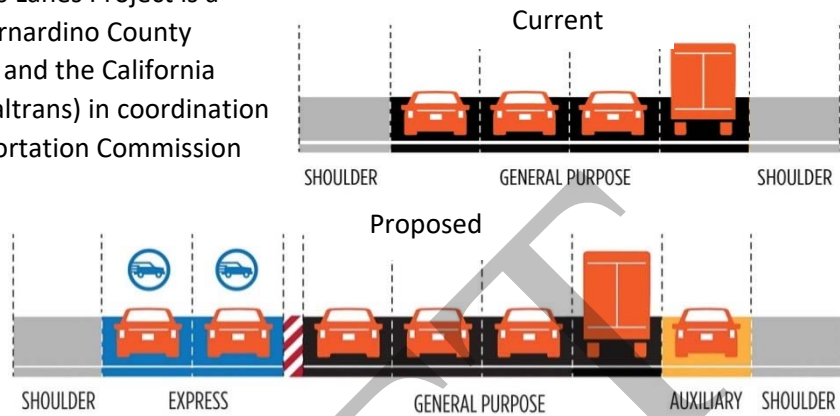
By: _____
General Counsel

By: _____
Attorney
Department of Transportation

DRAFT

Exhibit A General Description of I-15 Express Lanes Toll Facility

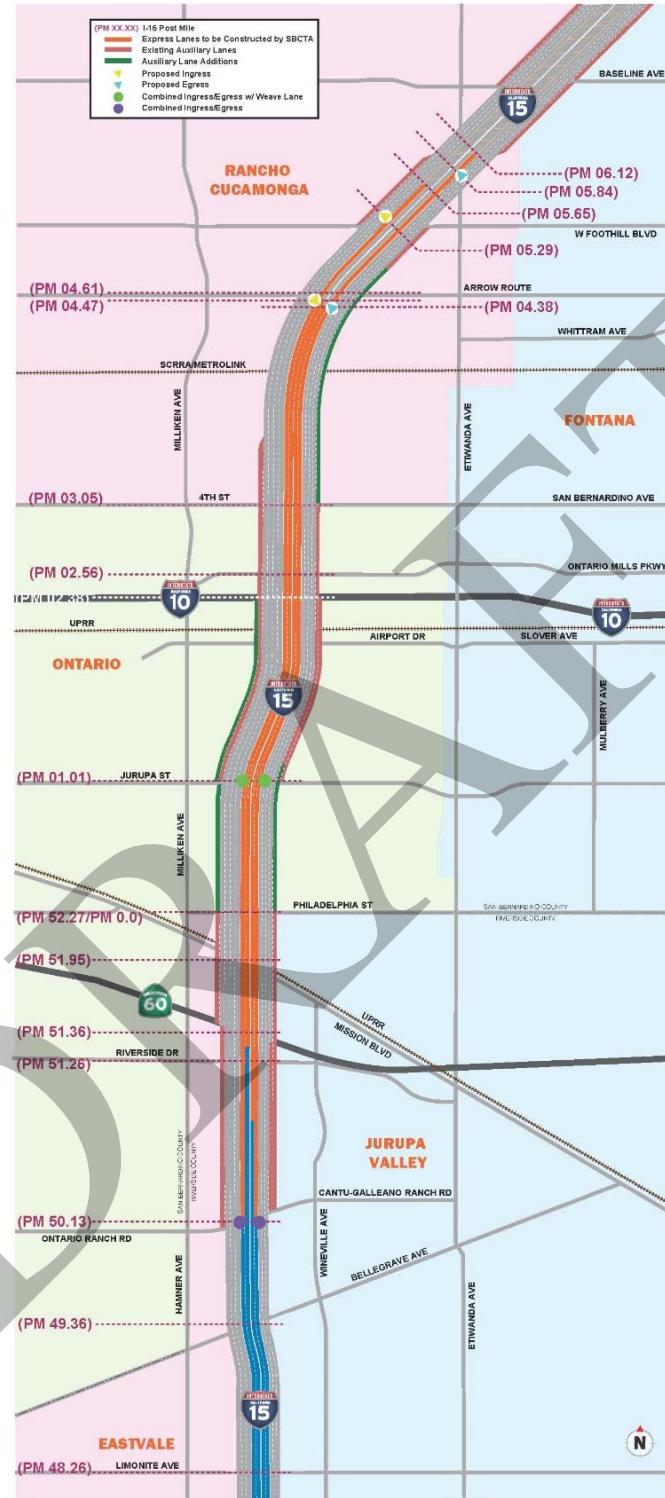
The SB Express Lanes: I-15 Express Lanes Project is a collaborative effort by the San Bernardino County Transportation Authority (SBCTA) and the California Department of Transportation (Caltrans) in coordination with the Riverside County Transportation Commission (RCTC). The 8-mile project from Cantu-Galleano Ranch Road in Riverside County to just north of Foothill Boulevard in San Bernardino County will add express lanes in the median of the I-15 to join the existing express lanes in Riverside County and add auxiliary lanes to improve traffic operations and safety in the vicinity of the I-15/SR 60 and I-15/I-10 interchanges.



Considered one of the most congested bottlenecks in the U.S., the I-10/I-15 interchange in San Bernardino County serves 50 percent of the inter-state truck traffic to and from Southern California. When completed, this project will add:

- One mile of one express lane in each direction between Cantu-Galleano Ranch Road and SR-60
- Six miles of two express lanes in each direction between SR-60 and Arrow Route
- One mile of one express lane in each direction between Arrow Route and Etiwanda Avenue
- One auxiliary lane in each direction between SR-60 and I-10
- One auxiliary lane in the northbound direction between Fourth Street and Foothill Boulevard

Figure 1: Project Overview



I-15 Corridor Freight and Express Lanes Project
Contract 1

December 2021

Exhibit B
Legal Description of Leased Property – Toll Facility

(To be completed prior to facility opening)

[To be added at a later date]

DRAFT

Exhibit "C"

Handback Requirements

1. Residual Life Methodology

The SBCTA shall prepare and submit to Caltrans a Residual Life Methodology (RLM), no later than 60 months before the end of Term. The inspection requirements and Residual Life Methodology requirements identified in the Handback Residual Life Requirements, Table 1-1 are minimum requirements. This submittal shall contain the evaluation and calculation criteria to be adopted for the calculation of the Residual Life at the Hand back of all Elements of the Project. The scope of any Residual Life inspection or testing shall be included, together with a list of independent, professional, licensed, and Caltrans certified organization to be used by SBCTA for pavement Residual Life testing. Inspections shall provide a continuous or near-continuous record of Residual Life in each lane. Where the inspection method does not provide a continuous record of Residual Life, the number of valid measurements in each Performance Section shall be sufficient to give a statistically valid result.

Inspections shall be repeatable to an agreed level of accuracy and inspection contracts shall include an agreed proportion of inspections to verify accuracy. Inspections shall include ride quality, skid resistance <-value not listed in table, faulting, and cracking. RLM shall be capable of calculation of Residual Life for each 0.1 mile Performance Section.

For a nominal 10 year Residual Life at Handback, 85% of Performance Sections shall have a Residual Life exceeding 10 years, and no Performance Section shall have a calculated Residual Life of less than 5 years.

2. Residual Life Inspections

Residual Life Inspections and testing shall be performed with appropriate coverage such that the results are representative of the whole operations and maintenance (O&M) Limits within the Project in accordance with the Handback Residual Life Requirements in Table 1-1. All Residual Life Inspections and testing shall be performed under the oversight of a licensed registered Engineer for respective discipline. The responsible Engineer shall certify each Residual Life Inspection and test results. Caltrans shall be given the opportunity to witness any of the inspections and/or tests and shall be provided with a minimum of 14 calendar days' notice prior to the performance of any such inspections or tests. SBCTA shall deliver to Caltrans, within 30 calendar days after it is created, the

output data arising from any testing and any interpretation thereof made by the testing organization.

If SBCTA fails to undertake inspections within the relevant time periods described below, Caltrans shall be entitled to undertake or arrange the relevant inspections itself, following 30 calendar days written notice to SBCTA.

3. Residual Life Inspection Report

A Residual Life Inspection Report shall be developed for each of the specified Residual Life Inspections. The Residual Life Inspection Report shall provide a record of the asset conditions of all Elements and components of the Project in accordance with Table 1-1. For each Element, it shall provide the following information: Residual Life Inspection Report shall be collated by Residual Life Elements in accordance with Table 1-1.

- A. Report shall provide description and location of Element.
- B. Element location shall be identified by global positioning system (GPS) coordinates. For non-fixed point Elements provide OPS coordinates for beginning and end section limits.
- C. Provide current Element condition and rating in accordance with respective inspection and testing methodology.
- D. Provide an assessment of its current Residual Life.
- E. Provide photographs of each Element, including individual component and specific section being evaluated to support the assessment of current asset condition.
- F. Provide calculation of Residual Life at Hand back for all pavement sections.

4. Initial Residual Life Inspection

SBCTA shall carry out the Initial Residual Life Inspection in accordance with Table 1-1, to identify and establish the asset condition of all pavement components of the Project and verify the extent of the required Rehabilitation Work before the end of Term.

The Initial Residual Life Inspection shall be carried out between 59 and 57 months before the end of the Term. SBCTA shall perform the Initial Residual Life Inspection of all identified Elements as set forth in Table 1-1. The test methods used for the Residual Life Inspections shall be the same methodology as the ones used by Caltrans at the time of the inspection.

5. Remaining Useful Life at Handback

Minor/low severity age-related non -structural weathering of concrete structures consisting of minor scaling and/or non-structural low severity hairline cracks shall not be evaluated and included as part of the Handback Requirements. Table 1-1 contains a list of pavement handback requirements.

Table 1-1. Handback Residual Life Requirements

Description	Residual Life at Handback (Yrs)	Useful Life at Handback (Yrs)	Inspection Requirements	Residual Life Methodology (RLM) Requirement
Pavement (Rigid)	-	10 (.85%)	<p>Inspections shall provide a continuous or near-continuous record of Residual Life in each lane. Where the inspection method does not provide a continuous record of Residual Life, the number of valid measurements in each Pavement Performance Section shall be sufficient to give a statistically valid result.</p> <p>Inspections shall be repeatable to an agreed level of accuracy and inspection contracts shall include an agreed proportion of inspections to verify accuracy. Inspections shall include automated condition distress survey, ride quality, skid resistance, and faulting.</p>	<p>RLM shall be capable of calculation of Residual Life for each 0.1 mile Pavement Performance Section. For a nominal 10 year Residual Life at Handback, 85% of Pavement Performance Sections shall have a Residual Life exceeding 10 years, and no Pavement Performance Section shall have a calculated Residual Life of less than 5 years. The Residual Life Methodology for road pavement shall take into account the thickness and joint load transfer efficiency. At the end of the O&M Period, the structural capacity of each lane of the Mainline roadway shall be such that to carry projected 10 year loading without requiring rehabilitation. The following requirements shall be met at the time of handback:</p> <ul style="list-style-type: none"> • Average IRI/ mile < 120 in/ mile • Transverse unsealed random cracking > 0.25" wide for < 5% of slab • Longitudinal unsealed random cracking > 0.25" wide for < 5% of slabs • Corner breaks with > 0.5" drop off < 5% of slabs • Average joint faulting < 0.1 inch • Average skid number > 30

Exhibit D
Form of Agreement Amendment

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

SAN BERNARDINO COUNTY
 TRANSPORTATION AUTHORITY
 1170 West 3rd Street, 2nd Floor
 San Bernardino, CA 92410

Attn: Clerk of the Board

Exempt from Recording fees per Government Code § 27383 (Space Above For Recorder's Use)

MEMORANDUM OF AGREEMENT (INCLUDING REAL PROPERTY LEASE)
ROUTE 15 TOLL FACILITY IN COUNTY OF SAN BERNARDINO AND RIVERSIDE

THIS MEMORANDUM OF AGREEMENT (INCLUDING REAL PROPERTY LEASE) ROUTE 15 EXPRESS LANES IN SAN BERNARDINO COUNTY AND RIVERSIDE COUNTY ("Memorandum of Agreement") is made and entered into on _____ by and between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "Caltrans", and SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, referred to herein as "SBCTA." Caltrans and SBCTA are sometimes referred to herein individually as "Party", and collectively as the "Parties".

this Memorandum of Agreement is made in reference to that certain Caltrans/ SBCTA Toll Operating Agreement (Including Real Property Lease) Route 15 Toll Facility in San Bernardino County and Riverside County ("TOA") made and entered into by and between the Parties on _____.

Pursuant to the TOA, Caltrans agreed to lease to SBCTA that certain freeway right of way legally described in Exhibit "1", attached hereto and incorporated herein by reference, for a term of fifty years, commencing as of the first day on which the full Toll Facility (as defined in the TOA) opens for public use and toll operations, assuming said facility is built. All of the terms and conditions of the TOA are made part of this Memorandum of Agreement as though fully set forth herein.

The Parties shall record a lease commencement date certification setting forth the actual commencement date of the lease described herein, provided that if no such document is recorded, the lease commencement date shall be deemed to be the actual date the full Toll Facility opens for public use and toll operations.

Signatures on following page

EXHIBIT D-1

**SIGNATURE PAGE TO
MEMORANDUM OF AGREEMENT (INCLUDING REAL PROPERTY LEASE)
ROUTE 15 TOLL FACILITY IN SAN BERNARDINO COUNTY & RIVERSIDE COUNTY**

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
District Director *
District _____

Approved As to Legal Form:

By: _____
Attorney
Department of Transportation

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: _____
Executive Director *

Approved As to Legal Form:

By: _____
General Counsel

* Signatures must be notarized

EXHIBIT "1"
TO MEMORANDUM OF AGREEMENT
(INCLUDING REAL PROPERTY LEASE)
ROUTE 15 TOLL FACILITY IN SAN BERNARDINO COUNTY AND RIVERSIDE COUNTY

Description of Caltrans right of way subject to lease under the Toll Operating Agreement

DRAFT

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

[insert new notary form]

DRAFT

EXHIBIT D-4

General Contract Information

Contract No: 23-1002925 Amendment No.: _____

Contract Class: Payable Department: Toll Operations

Vendor No.: 01768 Vendor Name: Riverside County Transportation Commission and Caltrans

Description: Caltrans/RCTC/SBCTA Partial Assignment and Assumption of Rights and Obligations Under Toll Facility Agreement

List Any Related Contract Nos.: _____ 22-1002721

Dollar Amount

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

Contract Authorization

Board of Directors Date: 05/03/2023 Board Item # 9564

Contract Management (Internal Purposes Only)

Zero Dollar Contracts Sole Source? Yes No Budget Adjustment

Zero Dollar MOU/COOP/JPA N/A

Accounts Payable

Estimated Start Date: 05/03/2023 Expiration Date: 04/30/2071 Revised Expiration Date: _____

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

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

Philip Chu

Tim Byrne

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes: Zero dollar contract between SBCTA/ RCTC and Caltrans on I-15 Riverside Co Segment assumption of rights and obligations under RCTC's TFA agreement. For RCTC payment, refer to agreement 22-1002721

Attachment: 23-1002925 CSS Assumption Agreement (9564 : I-15 Express Lanes - Contract 1 Cooperative & Operating Agreements)

08-RIV-15-34.7/SBD-15-1.3 EA: 0J0800
 08-RIV-15-41.5/43.4; 08-RIV-91-6.6/8.1; 12-ORA-91-18.0 EA 0F543
 Project Number 0800000283 and 0817000239

COMMISSION Agreement 17-31-002-03

**PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS
 UNDER
 TOLL FACILITY AGREEMENT
 (INCLUDING REAL PROPERTY LEASE)
 INTERSTATE 15 EXPRESS LANES IN RIVERSIDE COUNTY
 AGREEMENT NO. 17-31-002-03
 AND CONSENT AND ACCEPTANCE OF CALTRANS**

1. Parties and Date.

This Partial Assignment and Assumption of Rights and Obligations Under Toll Facility Agreement (Including Real Property Lease) Interstate 15 Express Lanes in Riverside County and Consent and Acceptance of Caltrans (“Partial Assignment and Assumption”) entered into on _____, 2022 (“Entered Into Date”), is amongst the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as “Caltrans,”; the RIVERSIDE COUNTY TRANSPORTATION COMMISSION, referred to herein as “RCTC” and the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, referred to herein as “SBCTA”. Caltrans, RCTC and SBCTA are sometimes referred to herein, individually, as “Party” and, collectively, as the “Parties”. This Partial Assignment and Assumption shall not be effective until the Effective Date, as defined below.

2. Recitals.

2.1 WHEREAS, on September 29, 2016, RCTC and Caltrans entered into that certain Toll Facility Agreement (Including Real Property Lease) Interstate 15 Express Lanes in Riverside County Agreement No. 17-31-002-00 (the “Agreement”) setting forth the roles and obligations of the Parties as relates to the transportation improvements and the operation of a toll facility on Interstate 15 constructed by RCTC.

2.2 WHEREAS, on October 10, 2018, RCTC and Caltrans entered into that Amendment No. 1 to the Agreement to include the 15/91 Express Lanes Connector under the terms of the Agreement, and to redefine the term “Toll Facility”, as used in the Agreement, to include the 15/91 Express Lanes Connector, and to make other clarifying changes to the Agreement related to maintenance obligations (“Amendment No. 1”).

2.3 WHEREAS, on July 20, 2022, RCTC and Caltrans entered into that Amendment No. 2 to the Agreement (“Amendment No. 2”) to delineate Caltrans’ responsibility for regular storm water maintenance of the non-permeable surface area and retrofit edge drains identified in said amendment. Prior to execution of Amendment No. 2, RCTC completed the retrofit work related to the pavement edge drain system.

2.4 WHEREAS, the Agreement, as amended by Amendment No. 1 and Amendment No. 2, is referred to herein as the “Toll Facility Agreement”.

2.5 WHEREAS, as part of an effort to expand the existing Interstate 15 Express Lanes, RCTC and SBCTA desire that SBCTA assumes operation and maintenance rights and obligations for that portion of RCTC’s existing 15 Express Lanes Toll Facility from Cantu-Galleano Ranch Road located at post mile [08-RIV- 48.9] northerly to the northern limit of the Toll Facility [08-SBD-15-1.3]. This portion of the Toll Facility is graphically depicted in Exhibit “A” attached to this Partial Assignment and Assumption Agreement, and is referred to herein as the “Assigned Portion”.

2.6 WHEREAS, it is the intent of the Parties that SBCTA shall integrate the operations and maintenance of the Assigned Portion, including toll collection and administration, with a to-be-developed toll facility sponsored by SBCTA which will provide for a northern extension of the 15 Express Lanes in Riverside and San Bernardino Counties (the “SBCTA Project”)

2.7 WHEREAS, RCTC now wishes to partially assign its rights and obligations under the Toll Facility Agreement, and SBCTA wishes to assume the assigned rights and obligations of RCTC under the Toll Facility Agreement as relates to the Assigned Portion, which assignment is not intended to be effective until turnover of the Assigned Portion is required for final construction activities, toll equipment installation and testing (the “Final Package Turnover”). Final Package Turnover is anticipated 60 days prior to revenue service commencement on the SBCTA Project (“Partial Assignment and Assumption Effective Date”).

2.8 WHEREAS, the Parties recognize that notwithstanding the date SBCTA commences Final Package Turnover on the SBCTA Project, any rights of SBCTA related to the Assigned Portion extend only through the term of the Toll Facility Agreement, which ends in April 2071.

2.9 WHEREAS, RCTC does not intend to assign its debt service or other financial obligations related to its Transportation Infrastructure Finance and Innovation Act (“TIFIA”) financing, and nothing in this Assignment and Assumption shall be interpreted as effectuating an assignment of such obligations.

2.10 WHEREAS, paragraph 21.2 (b) of the Toll Facility Agreement authorizes RCTC’s assignment of rights and the acceptance of RCTC’s obligations under the Toll Facility Agreement to a public entity upon three (3) months prior written notice to Caltrans, provided the assignee has demonstrated financial ability to meet the assigned obligations under the Toll Facility Agreement.

2.11 WHEREAS, Caltrans has determined that SBCTA has demonstrated the ability to meet its obligations related to the Assigned Portion, and wishes to consent to RCTC’s assignment of rights and obligations for the Assigned Portion pursuant to this Assignment and Assumption.

2.12 The Parties recognize that pursuant to the terms of RCTC's TIFIA Loan Agreement for the 15 Express Lanes Project between the United States Department of Transportation (U.S. DOT) and the Riverside County Transportation Commission, dated July 20, 2017, any material changes to the RCTC 15 Express Lanes require written consent from the U.S. DOT ("TIFIA Consent"). The effectiveness of this Partial Assignment and Assumption Agreement is contingent on obtaining TIFIA Consent.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually understood and agreed by Caltrans, RCTC and SBCTA as follows.

3. Terms.

3.1 RCTC hereby assigns, effective as of the Partial Assignment and Assumption Effective Date, to SBCTA its rights and obligations to lease, operate and maintain the Assigned Portion. As of the Partial Assignment and Assumption Effective Date, and except as otherwise expressly specified in Section 3.3 below, all rights and obligations of RCTC under the Toll Facility Agreement as relates to the Assigned Portion shall be assigned to SBCTA.

3.2 SBCTA agrees to be bound by the terms of the Toll Facility Agreement and hereby accepts the assignment of all of RCTC's rights and assumes all of RCTC's obligations under the Toll Facility Agreement related to the Assigned Portion, except as otherwise expressly set forth in Section 3.3 below (the "Assumed Obligations"), and agrees to fully and faithfully perform the Assumed Obligations in a manner consistent with and subject to the terms and provisions of the Toll Facility Agreement.

3.3 The Parties agree to the following as relates to the Assigned Portion and the Assumed Obligations under the Toll Facility Agreement: (i) Section 5.8(c) and Section 6 shall not apply; (ii) reference to bond financing and TIFIA financing in Section 9 shall not apply to SBCTA; (iii) Section 14.1 of the shall not apply as relates to any project financing existing prior to the Effective Date.

3.4 As of the Partial Assignment and Assumption Effective Date, as relates to the Assigned Portion, all references in the Toll Facility Agreement to RCTC shall be deemed to refer to SBCTA, and RCTC shall be released from any and all Assumed Obligations. RCTC shall have no liability to SBCTA or Caltrans with respect to the Assumed Obligations or any breach or default thereof.

3.5 SBCTA agrees to indemnify, hold harmless and defend RCTC and Caltrans from and against any and all claims, losses, or expenses that arise from any failure by SBCTA to comply with the terms and provisions of this Partial Assignment and Assumption. These defense and indemnification provisions are in addition to the defense and indemnification provisions set forth in Sections 16.2 – 16.4 of the Toll Facility Agreement as related to the Assigned Portion. These defense and indemnification provisions shall survive for a period not less than three years after the end of the Term provided in Section 4 of the Toll Facility Agreement.

3.6 The Parties agree that RCTC shall have the right to enforce the default and remedy provisions set forth in Section 19 of the Toll Facility Agreement, as such rights apply to Caltrans, in the case of a default or bankruptcy by SBCTA. Should SBCTA declare bankruptcy, or otherwise

materially breach its Assumed Obligations under the Toll Facility Agreement, and fail to cure such breach in accordance with the terms set forth in Section 19, RCTC shall have the right, but not the obligation, to unilaterally rescind the assignment of rights and obligations for the Assigned Portion. In such case, all rights and obligations related to the Assigned Portion shall revert to RCTC as of the effective date of rescission, provided that such rescission shall not relieve SBCTA of any liability incurred prior to the effective date of the rescission, or for compliance with its obligations under the Toll Facility Agreement and this Partial Assignment and Assumption including any applicable defense or indemnification provisions of either. If desired by RCTC and approved by Caltrans, SBCTA shall complete, at its sole cost and expense, all changes including but not limited to lane striping, gantry locations and signage, and all other such changes, required in order to return the Assigned Portion to a condition to enable independent operation of RCTC's 15 Express Lanes. Should SBCTA fail to timely complete such work, to RCTC's reasonable satisfaction, RCTC shall have the right to complete the work and collect all its reasonable costs from SBCTA.

RCTC's rights under this section are in addition to all other rights and remedies Caltrans or RCTC may have in law or equity.

3.7 This Partial Assignment and Assumption does not modify or amend any related agreement relating to the Toll Facility, including but not limited to any maintenance, law enforcement or project financing agreement. Any proposed amendment or modification to any other agreements shall be accomplished separately from this Partial Assignment and Assumption.

3.8 Caltrans concurs SBCTA has demonstrated financial ability to meet the obligations assigned to and assumed by SBCTA for the Assigned Portion and consents to the partial assignment of benefits and obligations as set forth in this Assignment and Assumption, and to all other provisions set forth in this Assignment and Assumption, including RCTC's reversionary rights.

3.9 As relates to notices pertaining to the Assigned Portion only, Paragraph 25 of the Toll Facility Agreement is hereby modified to provide the following contact information for notices to SBCTA:

San Bernardino County Transportation Authority
1170 W. 3rd Street. 2nd Floor
San Bernardino CA 92410
Attn: Director of Toll Operations

3.10 No other amendment or modification of any portion of the Toll Facility Agreement, except as specifically provided for herein is either intended or consented to.

3.11 SBCTA shall provide 30 days advance notice of the intended Final Package Turnover and associated Partial Assignment and Assumption Effective Date. SBCTA shall prepare and upon approval by Caltrans and RCTC, shall subsequently record a Memorandum of Agreement (including real property lease) signed by the Parties hereto which summarizes the terms of this Partial Assignment and Assumption, and includes a legal description of the Assigned Portion. Such agreement shall be in a form approved by the Parties and shall be recorded with the

Riverside County Clerk prior to the Partial Assignment and Assumption Effective Date.

4. **Incorporation of Recitals.** The recitals set forth above are true and correct and are incorporated into this Partial Assignment and Assumption as though fully set forth herein.

5. **Incorporation of Attachments.** This Partial Assignment and Assumption includes Exhibit “A”, which is attached hereto and incorporated herein by reference.

6. **Counterpart Originals.** This Partial Assignment and Assumption may be signed in counterparts, each of which shall constitute an original.

7. **Facsimile Transmitted Signatures; Electronic Signatures.** A manually signed copy of this Partial Assignment and Assumption which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment for all purposes. This Partial Assignment and Assumption may be signed using an electronic signature. Caltrans agrees to accept electronically transmitted or electronically signed copies of this Partial Assignment and Assumption as satisfying the requirement set forth in Section 21(d) of the Toll Facility Agreement of a recordable instrument of assumption.

8. **Effectiveness Contingent on TIFIA Consent.** The effectiveness of this Partial Assignment and Assumption is contingent on obtaining TIFIA Consent. Unless and until TIFIA Consent is obtained, this Partial Assignment and Assumption shall have no force or effect.

[Signatures on following page]

**SIGNATURE PAGE TO
PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS
UNDER TOLL FACILITY AGREEMENT
(INCLUDING REAL PROPERTY LEASE)
INTERSTATE 15 EXPRESS LANES IN RIVERSIDE COUNTY
AGREEMENT NO. 17-31-002-03
AND CONSENT AND ACCEPTANCE OF CALTRANS**

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

By: _____
Catalino A. Pining III
District 8 Director
California Department of Transportation,

By: _____
Anne Mayer, Executive Director

APPROVED AS TO FORM AND
PROCEDURE:

APPROVED AS TO FORM:

By: _____
Jeffrey R. Benowitz
Deputy Chief Counsel

By: _____
Steven C. DeBaun
General Counsel
Best Best & Krieger LLP

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

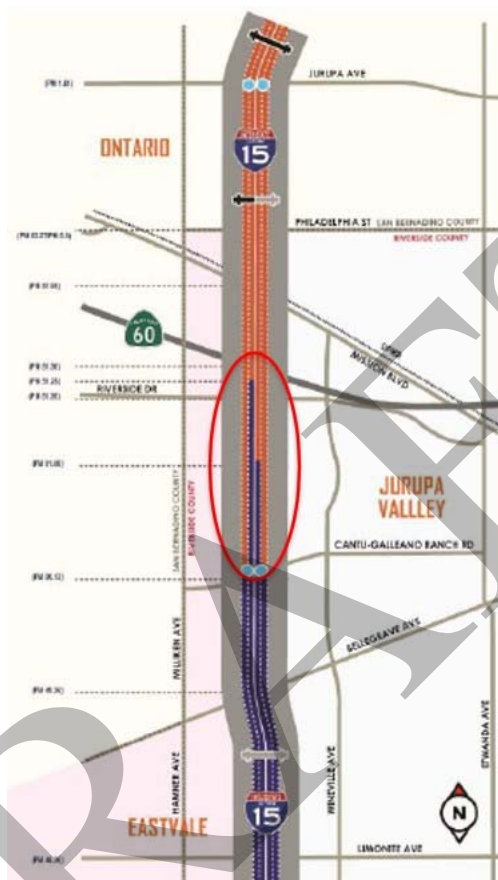
By: _____
Dr. Raymond Wolfe, PhD
Executive Director

APPROVED AS TO FORM:

By: _____
Juanda L. Daniel
Assistant General Counsel

Attachment: 23-1002925 PAA TFA I-15 EL - TIFIA (9564 : I-15 Express Lanes - Contract 1 Cooperative & Operating Agreements)

EXHIBIT "A"



Minute Action

AGENDA ITEM: 27

Date: May 3, 2023

Subject:

Tunnel to Ontario International Airport (ONT) Stipend Agreement and Project Update

Recommendation:

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

Authorize staff to proceed with amending the procurement approach related to pre-construction work of the Design-Build Contractor to include a stipend agreement in the amount of \$3,000,000.

Background:

On April 6, 2022, the San Bernardino County Transportation Authority (SBCTA) Board of Directors awarded Contract No. 22-1002758 to AECOM Technical Services, Inc., to assist with work associated with both the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) clearance of the Tunnel to Ontario International Airport Project (Project). Following this action, on September 7, 2022, the Board received an update on the Project and approved the release of two (2) separate Requests for Qualifications (RFQs) for an Operating System Provider and Design-Build (DB) Contractor, which were released on November 15, 2022, and November 21, 2022, respectively. The DB RFQ is intended to shortlist two DB teams and includes a stipend in the amount of \$900,000 for each of the shortlisted DB Contractors to complete the pre-construction Phase 1. Two (2) DB teams will be retained in order to comply with DB law and maintain effective competition leading to the selection of a single DB team to proceed to Phase 2 of the Project, which consists of final design, construction and start of revenue service.

Since issuing the RFQ for the DB contractor, SBCTA has held several confidential 1:1 meetings with potential bidders. Based on feedback received from the industry related to the stipend amount and level of design anticipated during the pre-construction phase, and after review with the Project Management/Construction Management (PCM) team and legal counsel, staff recommends that the stipend amount be increased to \$3,000,000. By increasing the stipend amount, the two (2) shortlisted DB teams will also be required to further advance the design development of long lead elements, namely, the crossing under the Union Pacific Railroad (UPRR) tracks, as well as the crossing under Caltrans I-10 highway. This approach is anticipated to improve the overall project delivery schedule as well as allow the DB teams to further refine the design, which should translate to a reduction in contingency costs included with the final cost proposal. The stipend would be paid only to the unsuccessful bidder for the scope/work product delivered to SBCTA during the pre-award phase; for the successful bidder, the cost of Phase 1 would be included as part of their overall cost proposal. Provisions of the stipend agreement and selection of a successful bidder will be subject to approval by the Board at a future date.

The two-stage procurement approach allows SBCTA, the PCM, and selected contractors to collaborate as an integrated team during the pre-construction phase. This collaborative approach promotes innovative ideas to benefit the Project cost and schedule. Areas for potential Project innovation include tunnel sizing, Tunnel Boring Machine (TBM) logistics and operations, and

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vehicle technology selection. Any determination by SBCTA to proceed with the Project is contingent upon receipt of all required environmental clearances and incorporation of any required mitigation measures or modifications to the proposed Project scope, as determined during such environmental reviews. The execution of a contract at any stage of the proposed procurement process will not commit SBCTA to a particular course of action beyond preliminary design and project development work, which will remain subject to the outcome of the environmental review processes. Additionally, this will not preclude SBCTA from considering alternatives or determining not to proceed with the Project.

Financial Impact:

This item has no financial impact on the Adopted Fiscal Year 2022/2023 Budget or the Proposed Fiscal Year 2023/2024 Budget.

Reviewed By:

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

Responsible Staff:

Victor Lopez, Director of Transit & Rail Programs

Approved
Board of Directors
Date: May 3, 2023

Witnessed By:

Minute Action

AGENDA ITEM: 28

Date: May 3, 2023

Subject:

Use of Upland Surplus Properties Sale Proceeds

Recommendation:

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

- A. Direct staff to hold the approximately 1.6 million in proceeds from the sale of the Upland Surplus Properties for the City of Upland (City) project for parking improvements at the Upland Metrolink Station for one year.
- B. Direct staff to report back to the Board, after one year, the City's plan for the allocation of the sale proceeds, at which time the Board will re-evaluate the allocation of the sale proceeds.

Background:

On April 6, 2016, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) declared 201-299 East Stowell Street, Assessor's Parcel Number (APN) 1046-605-01, and 120 South Euclid Avenue, APN 1046-605-02 and APN 1046-605-03, known as the Upland Surplus Properties, to be surplus. The Board directed that the revenue generated from the sale be allocated toward additional parking for the Upland Metrolink Station (Station) and for staff to work with the City of Upland (City) on an agreement, which was to be approved prior to the sale of the properties, and that the additional parking will be on City-owned land in the vicinity of the station. At the time of the Board's direction, the anticipated revenue from the sale of the Upland Surplus Properties was projected to be around \$3,290,000, based upon a 2015 appraisal report, and parking demand at the Station was high.

Due to the lack of any offers that approached the appraised value of the properties, the Upland Surplus Properties were not sold in 2016. In 2020, an updated appraisal of the Upland Surplus Properties placed the collective value at \$1,470,000, approximately 45 percent of what it was appraised five (5) years earlier.

At the November 10, 2021 meeting of the Transit Committee, the Committee recommended that the Board approve the purchase and sale agreements for the Upland Surplus Properties as SBCTA Contract No. 22-1002709 and Contract No. 22-1002710. The prior Board action regarding the allocation of the proceeds from the sales towards additional parking for the Station was brought up in discussion and the Committee questioned the need for such additional parking and requested that staff return to the Transit Committee with alternatives.

The Station site has 227 parking stalls. Prior to the paid parking program at the Station, the parking lots were often filled to capacity. The Board approved the City of Upland's request to charge for parking at the Station in March of 2017, resulting in a reduction in demand for parking, which coincided with a 12 percent reduction in the average number of daily boardings at the Station from 521 to 458 average daily boardings. The lockdown of California's economy as a result of COVID-19 further reduced the average daily boardings at the Station by another 82 percent from 458 to just 82 average daily boardings during the lockdown. Since the reopening of California's economy and consistent with the Metrolink system wide recovery from COVID-19, the average number of daily boardings at the Station is trending up and the most recent Southern

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California Regional Rail Authority (SCRRA) data for the month of February 2023, the Station had an average of 231 daily passenger boardings, which is 44 percent of what the average was prior to the implementation of the paid parking program at the Station. The best-case scenario from the latest ridership forecast commissioned by SCRRA assumes a recovery of steady state occupancy rates for office spaces to reach 95 percent by 2027 and forecasts a 92 percent recovery of pre-COVID ridership numbers by 2027. The 12 month moving average number of daily boardings at the Station was 472 just before COVID, so a 92 percent recovery would result in a daily average of 434 boardings in 2027, which is still only 83 percent of the average daily boardings at the Station from 2016. Parking demand is not expected to return to pre-implementation of the paid parking program levels for a couple of years.

The City of Upland has identified a growing need for parking stalls in the downtown area to support development adjacent to the Station; however, as of February 2023, the City of Upland did not have a parking structure on city property programed into the City's capital improvement plan. At the request of the Transit Committee, on April 13, 2023 staff brought an item to the Transit Committee seeking direction on how the \$1,595,305.10 should be used. The Transit Committee, decided to recommend that the Board hold the sale proceeds for a City of Upland project; a parking structure next to the Metrolink Station in the near future. The one year time period will give the City of Upland the opportunity to complete a study the City is in the process of conducting and present a plan to staff for the allocation of the sale proceeds. After one year, the Transit Committee recommended that the item return to the Board for reevaluation of the allocation of funds and if the City of Upland has not presented a plan for the allocation of the funds, the Board may then consider moving the proceeds from the sale of the Upland Surplus Properties to the General Rail Asset Fund which funds railroad property management activities and is where similar proceeds would be allocated.

Subsequent to the April 13, 2023 Transit Committee meeting, SBCTA staff visited the Upland Metrolink Station on three different weekdays to take note of the number of cars using the station parking lots and observed that the station parking was approximately 32% to 36% full each day. The parking lot next to the platforms appeared to have the highest use and was generally full to capacity each day, but the easterly most and largest of the station parking lots appeared to be underutilized.

Financial Impact:

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

Reviewed By:

This item was reviewed and recommended for approval (8-3-0; Opposed: Navarro, McCallon and Wapner) by the Transit Committee meeting on April 13, 2023.

Responsible Staff:

Ryan Aschenbrenner, Right of Way Manager

Approved
Board of Directors
Date: May 3, 2023

Witnessed By:

Minute Action

AGENDA ITEM: 29

Date: May 3, 2023

Subject:

Fiscal Year 2023/2024 Proposed SBCTA and SBCOG Budget Workshop and Adoption of SBCOG Budget

Recommendation:

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

- A. Receive the Fiscal Year 2023/2024 Budget Action Plan; and
- B. Receive a presentation of the Proposed Fiscal Year 2023/2024 Budget; and
- C. Conduct a Board of Directors Workshop for SBCTA's Proposed Fiscal Year 2023/2024 Budget.

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

- D. Adopt the SBCOG Fiscal Year 2023/2024 Budget with appropriations of \$1,691,533, transfers out of \$476,216, and estimated revenues of \$1,856,102.

The Proposed Fiscal Year 2023/2024 Annual Budget is being provided as a separate attachment.

Background:

San Bernardino County Transportation Authority's (SBCTA) Fiscal Year 2023/2024 Budget Action Plan establishes the Board of Directors' (Board) priorities for the upcoming fiscal year. The Executive Director uses this as a tool with the Executive Management Team to evaluate SBCTA's progress in achieving the Board's priorities. The SBCTA Fiscal Year 2023/2024 Budget Action Plan is provided as an attachment to this item and is included in the proposed budget document.

The Proposed Fiscal Year 2023/2024 Budget for SBCTA and San Bernardino Associated Governments (SBCOG) is complete. For purposes of preparing an annual budget, SBCOG is a blended component unit of SBCTA. Therefore, SBCOG's estimated revenues and appropriations are included in the SBCTA budget. SBCTA develops a program-based budget which is adopted with funding source detail. The modified accrual basis (where revenues are recognized when received and available to meet current year obligations) is the basis for the Fiscal Year 2023/2024 Budget.

SBCTA's budget process includes a review of the Board's direction as it relates to short-term goals and how it integrates with the agency's long-term goals and objectives. As part of this review, staff analyzes the resources available to help meet the short-term goals as set forth in the fiscal year budget.

The budget process is structured to provide the maximum level of input from Board members. There are four (4) phases of the budget process:

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1. A general overview of major programs was presented at the Board of Directors Metro Valley Study Session and the Mountain/Desert Policy Committee meetings in February 2023. The general overview identified activities for each program in the current fiscal year and goals for the next fiscal year.
2. During the month of April 2023, SBCTA policy committees reviewed the task descriptions and budgets under their purview. This included the General Policy Committee, Transit Committee, Mountain/Desert Policy Committee, and the Board of Directors Metro Valley Study Session. Task information included purpose, accomplishments, work elements, product, contract information, detailed local funding, expenditure detail and funding sources.
3. During the month of May 2023, the SBCTA Proposed Fiscal Year 2023/2024 Budget is presented, in conjunction with a budget workshop to Board members to provide input and direction. The proposed budget document provides an introduction, budget overview, revenue detail, program expenditure detail and supplemental information (including indirect cost detail information).
4. A public hearing will be conducted, followed by consideration of the Fiscal Year 2023/2024 Budget for adoption by the Board, at the June 7, 2023 Board of Directors meeting.

SBCTA is required to publish notice of the time and place of the public hearing for adoption of the annual budget (Public Utilities Code Sec. 130106/Government Code Sec 6061). The budget schedule also sets the date for the public hearing at the June 7, 2023, Board of Directors meeting at 10:00 AM.

A resolution to establish the Appropriations Limitation will be presented with the Budget adoption item since information is unavailable until mid-May, when the State Department of Finance releases price and population information.

The San Bernardino Associated Governments Joint Exercise of Powers Agreement and Bylaws require adoption of the annual SBCOG Budget before May 15th of each fiscal year; therefore, Recommendation D is to adopt the SBCOG Proposed Fiscal Year 2023/2024 Budget.

Changes/Updates to Budget Document

Budget summaries for all governmental funds, changes in fund balances, fund type, and major object expenditures are included in the Budget Overview Section. The Revenue Detail Section provides detailed revenue information for each major fund, non-major funds, and enterprise fund.

The following items are incorporated and updated in the Proposed Fiscal Year 2023/2024 Budget:

1. Indirect costs and revenues are recorded in a general fund. Revenue sources are allocated from various Measure I funds, Enterprise Fund (toll revenue), Local Transportation Funds (LTF) planning, Council of Governments (COG), and Service Authority for Freeway Emergencies (SAFE).
2. Established reserves of \$63,184,469 from Measure I at \$32,017,640 based on the sales tax projection for Fiscal Year 2023/2024, LTF at \$15,015,783, State Transit Assistance

San Bernardino Council of Governments

San Bernardino County Transportation Authority

(STA) Fund at \$3,044,046, Indirect Fund at \$1,107,000 and \$12 million to pay off the net pension liability.

3. Explanations for budgeted transfers include to fund various transit projects; to fund indirect costs and establish reserves for the Depot, information systems, and emergencies; to record loan proceeds from the United States Department of Transportation under the Transportation Infrastructure Finance and Innovation Act program (enterprise to MSI-Freeway); to fund expenditures pending reimbursement from Federal and State agencies; and to fund debt service obligations. Detailed explanations for operating transfers are provided on page 55 of the proposed budget document.
4. Commencement of express lanes operations expected in late 2023 or early 2024. Appropriations and estimated toll revenues are included in the budget.
5. The Board approved creation of a new program and task for Council of Governments activities.
6. Budgeted cash flow borrowing for Fiscal Year 2023/2024 from Cajon Pass program to Measure I interchange for \$22,149,455 to cover appropriations allowed per Measure I 2010-2040 expenditure plan and policy No. 40021.

The proposed regular full-time equivalent positions total 84, an increase of one position from the current fiscal year. The new position, Procurement Analyst III, will provide additional support with the increase in volume and complexity of procurements. The budget includes reclassifications for three positions: Clerk of the Board/Administrative Supervisor upgrading to Clerk of the Board/Administrative Manager, Council of Governments and Equity Programs Manager upgrading to Chief of Council of Governments and Equity Programs, and upgrading range for the Director of Planning position.

The budget includes the following benefit increase impacting salaries and benefits:

- \$657,012 to allow the Executive Director to grant merit increases of up to 5.0%.
- \$647,692 to apply market adjustments to employees in select classifications identified to be below market as a result of a compensation study.
- \$18,848 for a new longevity pay benefit of 2% for employees with at least fifteen consecutive years of service.
- \$1,100/year increase to the medical premium subsidy.

Estimated revenues for Fiscal Year 2023/2024 are \$912,760,566. The following is a summary of major revenue sources:

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<u>Funding Source</u>	<u>SBCTA</u>	<u>SBCOG</u>	<u>Total</u>
Measure I Sales Tax	\$ 257,000,000	\$ -	\$ 257,000,000
Local Transportation Fund	150,157,833	-	150,157,833
Intergovernmental	472,094,511	1,426,811	473,521,322
Charges for Services	270,500	-	270,500
Special Assessments	-	404,291	404,291
Express Lanes Fees and Charges	6,914,000		6,914,000
Investment earnings and Miscellaneous	24,467,620	25,000	24,492,620
Total Revenues	<u>\$ 910,904,464</u>	<u>\$ 1,856,102</u>	<u>\$ 912,760,566</u>

Measure I sales tax revenue is projected to increase by \$7 million or 2.8% from the current year's budget.

The Proposed Fiscal Year 2023/2024 Budget includes the largest appropriations proposed of \$1,159,916,302 and transfers of \$175,083,078. The following is a summary of proposed program expenditures:

<u>Program</u>	<u>SBCTA</u>	<u>SBCOG</u>	<u>Total</u>
General Government	\$ 14,799,791	\$ -	\$ 14,799,791
Environment and Energy Conservation	927,551	-	927,551
Commuter and Motorist Assistance	7,875,579	-	7,875,579
Regional and Subregional Planning	4,919,279	-	4,919,279
Council of Governments	-	1,691,533	1,691,533
Transit	408,599,865	-	408,599,865
Project Delivery	537,656,410	-	537,656,410
Fund Administration	162,394,829	-	162,394,829
Debt Service	13,418,420	-	13,418,420
Express Lanes Operations	7,633,045	-	7,633,045
Total Expenditures	<u>\$ 1,158,224,769</u>	<u>\$ 1,691,533</u>	<u>\$ 1,159,916,302</u>
Other Funding Sources			
Transfers in	\$ 175,083,078	\$ -	\$ 175,083,078
Transfers out	(174,606,862)	(476,216)	(175,083,078)
Total Other Financing Sources	<u>\$ 476,216</u>	<u>\$ (476,216)</u>	<u>\$ -</u>

Project Delivery, Transit, and Fund Administration represent 96% of appropriations. These three programs include a substantial investment in freeway, highway and arterial construction, commuter rail projects, and pass-through funds for local transit and street improvements. The total proposed expenditures have increased by \$93.2 million compared to the previous fiscal year. The increase is mainly attributed to a number of large projects commencing or continuing construction.

SBCTA continues to strive for delivery of projects using innovative technology while optimizing use of Federal, State, and local funds. The proposed budget reflects a balanced budget with new revenues and use of fund balance or carryover balances from prior years covering appropriations.

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This results in a strong cash position with projected ending fund balances of \$401.7 million and reserves of \$63.2 million from various funds.

Financial Impact:

The Proposed Fiscal Year 2023/2024 Budget establishes the financial, staffing and work product authority for activities during the coming fiscal year. Estimated revenues for Fiscal Year 2023/2024 are \$912,760,566, appropriations are \$1,159,916,302, the difference of \$247,155,736 is funded with fund balances and transfers totaling \$175,083,078.

Reviewed By:

The Budget Overview for each program was reviewed during the Metro Valley Study Session on February 9, 2023, and the Mountain/Desert Policy Committee on February 17, 2023. All SBCTA policy committees have reviewed task descriptions and budget for activities under their purview. The Budget Action Plan was received by the General Policy Committee on April 12, 2023.

Responsible Staff:

Hilda Flores, Chief Financial Officer

Approved
Board of Directors
Date: May 3, 2023

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Budget Action Plan FY 2023/2024

Action Plan		Milestones	Responsibility
Initiative #1: Transparent and Accountable Allocation Strategies			
Division Strategy: Complete timely audits of Measure I and Transportation Development Act recipients			
1A	Manage and communicate with Audit firm to plan and complete annual audits.	Manage and complete audits - Q2	Finance
	Monitor progress of audits.	Monitor audit until complete - Q2	
	Inform Committees and Board of status of audits.	Committee and Board - Q3	
	Manage Transportation Development Act (TDA) triennial performance audits of SBCTA and transit operators.	Award consultant contract for preparation of TDA triennial performance audits - Q1	Fund Administration
		Present TDA triennial performance audits to the SBCTA Board - Q4	Fund Administration, Transit
Division Strategy: Use strategic programming to ensure that no funds are lost			
1B	Manage projects closely with California Department of Transportation (Caltrans) to ensure adequate resources are available when projects are ready.	May 1 is Caltrans' deadline for guaranteed access to federal Obligation Authority (OA) – Q4	Fund Administration, Project Delivery, Transit, Planning
		June 30 is California Transportation Commission (CTC) deadline for project allocation or extension requests – Q4	
	Manage projects to ensure funds are not lost.	Request allocation of competitive grant funds awards, Local Partnership Program formula share, and State Transportation Improvement Program (STIP) for I-15 Express Lanes Contract 1 - Q2	Fund Administration
		Request allocation or extension of competitive grant funds (if awarded) for I-10 Contract 2 - Q4	
		Request allocation or extension of competitive grant funds (if awarded) for US-395 Phase 2 - Q4	
		Request allocation of Planning, Programming and Monitoring funds for Fiscal Year 2024/2025 - Q4	
	Work with SBCTA staff, local agencies, transit operators, and Caltrans to prepare project submittals for inclusion in the 2025 Federal Transportation Improvement Program (FTIP) ensuring consistency with the Regional Transportation Plan and financial constraint requirements.	Coordinate to collect and submit necessary information to SCAG for 2025 FTIP development - Q3	
	Monitor approval of 2024 State Transportation Improvement Program (STIP).	Participate in development of the 2024 STIP Guidelines to seek to align STIP programming with the 2023 Update to the 10-Year Delivery Plan and ensure San Bernardino County receives its equitable share in 2024 STIP – Q3	
Division Strategy: Protect San Bernardino County's equitable share of available state and federal funds			
1C	Develop funding strategies that maximize resources available and result in opportunities to seize additional state and federal funds.	Nominate projects to SCAG for programming of federal formula funds in accordance with the 2023 Update to the 10-Year Delivery Plan and the 10-Year Plan for transit operators' implementation of the zero emission bus mandate - Q3	Fund Administration, Project Delivery, Transit
Division Strategy: Develop long-term bonding needs to help leverage other funds and deliver projects			
1D	Establish plan for 2024 sales tax revenue bond program through development of the 2023 Update to the 10-Year Delivery Plan.	Present current status of Measure I Programs and proposed projects for inclusion in 2023 Update to the 10-Year Delivery Plan to Policy Committees - Q1	Fund Administration (Finance, Project Delivery, Transit, Planning)
		Present final 2023 Update to the 10-Year Delivery Plan to the Board for approval - Q2	
		Monitor implementation of the 2023 Update to the 10-Year Delivery Plan and Measure I revenue receipts to identify need for short-term borrowing – Ongoing	
Division Strategy: Manage geographic equity in fund distribution across the county			
1E	Manage long-term strategy for ensuring geographic equity in fund distribution over the life of the Measure.	Monitor results of SCAG project selection for federal formula funds and ensure long-term equity between subareas of San Bernardino County is maintained - Q4	Fund Administration
Division Strategy: Manage SBCTA railroad right of way in an efficient and comprehensive fashion			
1F	Manage SBCTA railroad right of way in an efficient and comprehensive fashion.	Ongoing	Transit
Initiative #2: Engender Public Trust			
Division Strategy: Secure an unmodified opinion of Comprehensive Annual Financial Report (Annual Report)			
2A	Plan meeting at interim field work with Executive Board officers and Certified Public Accountant (CPA) firm.	Meet with Executive Board - Q2	Finance
Division Strategy: Obtain Certificate of Achievement for Excellence in Financial Reporting			
2B	Apply for Government Finance Officers Association (GFOA) award for the Annual Financial Report (Annual Report).	GFOA Award submittal - Q3	Finance
Division Strategy: Complete Measure I Biennial Agreed Upon Procedures			
2C	Complete agreed upon procedures (AUP) for Measure I programs.	AUP to be completed - Q3	Finance
Division Strategy: Obtain Distinguished Budget Presentation Award			
2D	Apply for GFOA award for annual budget.	GFOA Award submittal - Q1	Finance
Division Strategy: Complete internal control self-assessment to identify areas of improvement.			
2E	Complete review of annual internal control self-assessment (AICA).	Review of AICA - Q3	Finance

Budget Action Plan FY 2023/2024

Action Plan		Milestones	Responsibility
Division Strategy: Implement the Records Retention Schedule			
2F	Continue with the implementation of the Records Retention Program, including establishing quarterly meetings with records coordinators, two annual clean up days, a system that will assist tracking which documents have passed retention.	Clean up day - Q1 & Q3	Executive Administration and Support
		Identify the retention period for all remaining boxes located at SBCTA offsite storage - Q4	
		Automate at least four (4) records series in Laserfiche -one per quarter - Q4	
		Finalize File Plans for SharePoint files for four (4) departments - one per quarter - Q4	
Initiative #3: Focus on Creating and Strengthening Collaborative Partnerships with Governmental and Business Entities			
Division Strategy: Work with other governments and business groups to leverage resources for our region's benefit			
3A	Prepare tools to assist local agencies with changes to statewide housing policies and environmental regulations.	Continue to explore a Housing Trust for our region as a way to leverage additional funds for affordable housing. Work with CCMTAC in Q1/Q2 and report to Board on possible actions and funding.	COG
	Partner with local and government agencies to improve opportunities in workforce development.	Work with state, County and cities to expand participation of our Business to Business event as a tool for improving access for smaller businesses - Event scheduled in Q2.	
	Establish Housing Trust JPA, pending Board approval and successful REAP application.	Execute JPA with member agencies - Q3	
		Review draft Administrative Plan - Q4	
	Smart County Master Plan.	Complete draft of Early Action Plan - Q1	Transit
Continue close coordination with Brightline West to support their construction along the San Gabriel Subdivision between I-15 and Cucamonga Station, as well as coordinated development of the Cucamonga Station.	Ongoing		
Division Strategy: Enhance COG role, and leverage synergy of being the CTA and COG			
3B	Plan annual City/County Conference.	In person conference set for Spring 2024.	Legislative/Public Affairs, COG
	Collaborate with member agencies through City/County Manager Technical Advisory Committee (CCMTAC).	Ongoing monthly meeting	
Division Strategy: Enhance SBCOG's and the region's ability to compete for grant funding			
3C	Host grant writing workshop for our members and other local government partners.	Host Workshop - Q3	COG
	Communicate grant opportunities to member agencies.	Provide updates to member agencies on new grant opportunities.	
Division Strategy: Assist local governments with environmental and efficiency initiatives			
3D	Develop a plan to replace the EV chargers where needed at the Depot.	Q2	Management Services, Transit
	Work with local agencies with Zero Emission Vehicle (ZEV) readiness plan and assist in identifying grant opportunities for charging infrastructure.	Include EV charging infrastructure grants when available in monthly grant updates.	Air Quality/Mobility
	Assist local agencies with reducing energy consumption and achieving savings through formation of the Inland Regional Energy Network (I-REN).	Implement energy programs in partnership with local jurisdictions in three focus areas: Public Sector, Workforce Education and Training, and Codes and Standards - Ongoing	
Initiative #4: Accelerate Delivery of Capital Projects			
Division Strategy: Deliver the Redlands Passenger Rail Project & Implement Arrow Service			
4A	Complete project close-out	Q2	Transit
Division Strategy: Support Delivery the West Valley Connector Phase I			
4B	Start construction	Q1	Transit
Division Strategy: Produce Zero Emission Multiple Unit			
4C	Begin ZEMU testing in US	Q2	Transit
	Start construction of hydrogen fuel station	Q2	
	Start construction of maintenance facility retrofit	Q1	
Division Strategy: Deliver the Tunnel to ONT Project			
4D	Environmental Document approval	Q4	Transit
	Award design-build contract	Q4	
Division Strategy: Delivery of Capital Projects			
4E	Plans, Specifications and Estimate (PS&E); Engineering Reports Milestones:		Project Delivery
	I-15 Corridor Freight and Express Lanes Project (Contract 1)	PS&E approval - Q1	
	SR-210 Waterman Avenue	PS&E approval - Q1	
	I-215 Bi-County Landscaping	PS&E approval - Q2	
	I-10 Mount Vernon Avenue	PS&E approval - Q2	
	I-10 Corridor Freight and Express Lanes Project (Contract 2) Segment 2a	PS&E approval - Q4	
	US-395 Widening Project - Phase 2	PS&E approval - Q4	
Division Strategy: Delivery of Capital Projects			
4F	Construction Milestones:		Project Delivery
	I-10 Eastbound Truck Climbing Lane	Start construction - Q1	
	I-215 University Parkway	Start construction - Q2	
	SR-210 Waterman Avenue	Start construction - Q2	
	I-215 Bi-County Landscaping	Start construction - Q3	
	Metrolink ATP - Phase 2	Start construction - Q3	
	I-10 Mount Vernon Avenue	Start construction - Q4	
	SR-210 Waterman Avenue	Complete for Beneficial Use - Q4	

Budget Action Plan FY 2023/2024

Action Plan		Milestones	Responsibility
Division Strategy: Delivery of Express Lanes Project			
4G	I-15 Corridor Freight and Express Lanes Project (Contract 1)	Start construction - Q3	Project Delivery
	I-10 Express Lanes Contract 1 Toll Collections	Revenue Service Commencement Readiness - Q2	Toll Operations
	I-10 Corridor Freight and Express Lanes Project (Contract 1)	Complete for Beneficial Use - Q4	Project Delivery
Initiative #5: Maximize Funding Opportunities and Cost-Effectiveness of Investments			
Division Strategy: Conduct regional forums to discuss issues of importance across our region			
5A	Advocate for policies and funding formulas at the state and federal levels that are favorable for SBCTA to construct and deliver transportation projects.	Support for legislation regarding progressive design build delivery and oppose legislation that would adversely impact transportation funding. Build coalitions in support of state and federal transportation grant applications and budget items as well as additional transit operational funding. Maintain good working relationships and communication with state and federal officials.	Legislative/Public Affairs
Division Strategy: Operate and Maintain SB Express Lanes			
5B	I-10 Express Lanes Contract 1 Operations and Maintenance.	Ongoing starting Q3	Toll Operations
Initiative #6: Awareness of SBCTA Programs, Services, and Transit Options			
Division Strategy: Build awareness of SBCTA programs and services			
6A	Highlight Measure I's contributions to the region's transportation system.	Ongoing: Annual state of transportation event; monthly blog series "Measure I (Impact)".	Legislative/Public Affairs, Fund Administration
	Market SBCTA identity, promote awareness of programs and services.	Ongoing: Employee spotlight blog series.	Legislative/Public Affairs
Division Strategy: Leverage and grow public outreach and communication services			
6B	Continue to enhance traditional and social media presence.	Ongoing: providing project updates, alerts, and information.	Legislative/Public Affairs
	Utilize On-Call Public Outreach Contracts, On-Call Graphic Design Services Contracts, Marketing & Branding Services Contract, and Redlands Passenger Rail Project Outreach Contract to utilize new tools and capitalize on communication opportunities throughout the region.	Ongoing: providing services for Mt. Vernon Viaduct, I-10 Express Lanes, 210 freeway, Redlands Passenger Rail Project.	Legislative/Public Affairs, Transit
	Utilize On-Call Graphic Design Services Contracts & Marketing and Branding Services Contract to support each department in their efforts to communicate internally and externally.	Ongoing: provide assistance with presentations, graphics (i.e. Budget Book), and collateral materials.	Legislative/Public Affairs, Fund Administration
Division Strategy: Highlight transit options in San Bernardino County			
6C	In partnership with transit operators, highlight transit connectivity options in the region.	Ongoing: provide legislative information and updates, advocate at the state and federal levels for transit maintenance and operations funding.	Legislative/Public Affairs, Transit
Division Strategy: SB Express Lanes Customer Support			
6D	Open SB Express Lanes Walk-In Center.	Q2	Toll Operations
	SB Express Lanes Website Live.	Q2	Toll Operations
Initiative #7: Long Range Strategic Planning			
Division Strategy: Analyze long range transportation strategy in a financially constrained framework			
7A	Prepare a Long Range Multimodal Transportation Plan (LRMTP).	Draft Existing Conditions Report - Q2	Planning, Transit, Fund Administration
		Vision Document and Scenario Analysis - Q4	
	Complete San Bernardino County input on growth and projects to the Southern California Association of Governments (SCAG) Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS).	Provide input to the Draft RTP/SCS - Q2	Planning, Fund Administration
		Provide comments and final input to the RTP/SCS - Q3	
Division Strategy: Conduct strategic planning of Measure I projects and update policies to be consistent with practice			
7B	Maintain Measure I Strategic Plan Parts 1 and 2.	Ongoing	Planning, Fund Administration
Division Strategy: Provide current, quality planning data			
7C	Support other departments with data analysis and mapping/Geographic Information System (GIS).	Multiple analysis/mapping efforts conducted for Project Delivery, Transit and Air Quality/Mobility - Ongoing	Planning
	Update SBTAM "Plus" modeling system.	Model Validation Report - Q1	
		VMT/Land Use Model and Scenario Samples - Q2	
		Final Documentation & Presentation - Q4	
7D	Incrementally implement an SBCTA agency-wide data and analytics dashboard.	Ongoing	Planning
Division Strategy: Conduct subarea and modal studies			
7D	State Route 247/62 Emergency Bypass Lane Study.	Initiate study - Q3	Planning
	Conduct SR-18/138 Corridor Study with Metro and Caltrans.	Prepare two PSR-PDS documents (Project Study Report - Project Development Support): One for near-term and one for long-term - Q2	
Initiative #8: Environmental Stewardship, Sustainability, and Grant Applications			
Division Strategy: Monitor and Provide Input to State, Federal, and Regional Plans and Guidelines			
8A	Provide technical comments on draft reports, plans, and guidelines from Caltrans, CTC, OPR, CARB, CalSTA, and other state agencies.	Ongoing	Planning, COG
	Prepare Grant Applications for state (e.g. SB 1, Active Transportation, etc.), federal (e.g. RAISE, INFRA/Mega, etc.) and other funding.	Senate Bill 1 (SB1) Grants Identified - Q2	Planning, Fund Administration
		Other state and federal grants - Ongoing	

Budget Action Plan FY 2023/2024

Action Plan		Milestones	Responsibility
Division Strategy: Assist jurisdictions, developers, and other stakeholders with area-wide sustainability studies			
8B	Begin development of Vehicle Miles Traveled (VMT) mitigation bank and/or approaches to mitigation under SB 743, subject of funding.	Apply for REAP 2.0 VMT Mitigation Bank Funding - Q1	Planning
		Start MOU/RFP Process - Q2/Q3	
	Work with California Department of Fish and Wildlife (CDFW) and other stakeholders to complete the Regional Conservation Investment Strategy (RCIS), subject to Board approval.	Final submittal to CDFW - Q4	
	Assist local agencies with housing initiatives under Regional Early Action Plan (REAP) 2.0.	Apply for REAP 2.0 Planning Funding - Q1	
		Work with SCAG on REAP 2.0 application to California Housing and Community Development - Q2	
Division Strategy: Prepare effective active transportation plans			
8C	Develop Active Transportation Plans for the Safe Routes to School Program (with SBCSS and the County DPH).	Begin outreach to schools - Q1	Planning
	Manage Transit Development Act (TDA) Article 3 bike/ped project invoicing.	Award announcements - Q1	
Division Strategy: Implement components of ATP Metrolink Station Accessibility Grant			
8D	Implementation of Phase 2 of the Bicycle and Pedestrian improvements around the Metrolink Stations on the San Bernardino and Riverside Lines.	Construction Completion - Q4	Planning, Project Delivery
	Create Active Transportation Project Prioritization List based on input from local jurisdictions and assessment of funding opportunities.	Completion - Q2	Planning
Division Strategy: Develop and administer programs to improve the efficient use of our existing freeway network			
8E	Implement a mobile call box program for 511 program.	Award program implementation contract. Needs to occur after call handling contractor has been secured and able to implement systems/program - Q4	Air Quality/Mobility
	Administer Freeway Service Patrol (FSP) and call box system to improve traffic safety, reduce congestion and traffic delays.	Ongoing. Present annual report on programs to Board - Q4	
	Maintain the SB County Call-Box System.	Ongoing	
	Merge the regional rideshare database with OCTA, LA Metro, RCTC, and VCTC enhancing ride matching functionality and customer experience.	Q2	Transit
Division Strategy: Support access to jobs, healthcare, and education while reducing roadway congestion.			
8F	Administer multi-modal programs to reduce congestion and improve quality of life including coordination with transit providers and Consolidated Transportation Service Agencies (CTSA) serving San Bernardino County.	Work with the transit providers and CTSA's, to identify key activities for inclusion in the SBCTA LRMTF, and proposed Fiscal Year 2022/2023 budget based on the approved Public Transit-Human Services Transportation Coordination Plan – Q3	Transit, Fund Administration, Legislative/Public Affairs
Initiative #9 Meet Equity Goals of SBCTA/SBCOG			
Division Strategy: Ensure Equity goals met for internal structure and policies			
9A	Begin Equity Policy Framework to establish equity goals and policies for ensuring structural equity within the business processes and procedures within SBCTA/SBCOG.	Begin project following procurement - Q2	COG
Division Strategy: Ensure Equity goals met for projects and programs implemented in collaboration with SBCOG/SBCTA member agencies.			
9B	Outdoor Equity Program, pending funding agreement from state department of parks.	Begin Program - Q1	COG
	Small Business Training Program	Finish study - Q1	COG



Fiscal Year 2023/2024 Proposed Budget



BOARD WORKSHOP

Recommendations

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

- A. Receive the Fiscal Year 2023/2024 Budget Action Plan
- B. Receive a presentation of the Proposed Fiscal Year 2023/2024 Budget
- C. Conduct a Board of Directors' Workshop for SBCTA's Proposed Fiscal Year 2023/2024 Budget

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

- D. Adopt the SBCOG Fiscal Year 2023/2024 Budget with appropriations of \$1,691,533, transfers out \$476,216, and estimated revenues \$1,856,102.



New Revenues & Use of Carry Over From Prior Years

	SBCTA	SBCOG	Total	Percent of New Revenues
Measure I Sales Tax	\$ 257,000,000	\$ -	\$ 257,000,000	28.16%
Local Transportation Fund	150,157,833	-	150,157,833	16.45%
Intergovernmental	472,094,511	1,426,811	473,521,322	51.88%
Charges for Services	270,500	-	270,500	0.03%
Special Assessments	-	404,291	404,291	0.04%
Express Lanes Fees and Charges	6,914,000	-	6,914,000	0.76%
Investment earnings and Miscellaneous	24,467,620	25,000	24,492,620	2.68%
Total New Revenues	\$ 910,904,464	\$ 1,856,102	\$ 912,760,566	
Balance Carry Over From Prior Years	246,844,089	311,647	247,155,736	
Total New Revenues and Carry Over	\$ 1,157,748,553	\$ 2,167,749	\$ 1,159,916,302	



2

Proposed Appropriations

Program	SBCTA	SBCOG	Total	Percent of total Expenditures
General Government	\$ 14,799,791	\$ -	\$ 14,799,791	1.28%
Environment and Energy Conservation	927,551	-	927,551	0.08%
Commuter and Motorist Assistance	7,875,579	-	7,875,579	0.68%
Regional and Subregional Planning	4,919,279	-	4,919,279	0.42%
Council of Governments	-	1,691,533	1,691,533	0.15%
Transit	408,599,865	-	408,599,865	35.23%
Project Delivery	537,656,410	-	537,656,410	46.35%
Fund Administration	162,394,829	-	162,394,829	14.00%
Debt Service	13,418,420	-	13,418,420	1.16%
Express Lanes Operations	7,633,045	-	7,633,045	0.66%
Total Expenditures	\$ 1,158,224,769	\$ 1,691,533	\$ 1,159,916,302	
Other Funding Sources				
Transfers in	\$ 175,083,078	\$ -	\$ 175,083,078	
Transfers out	(174,606,862)	(476,216)	(175,083,078)	
Total Other Financing Sources (OFS)	476,216	(476,216)	-	
Total Expenditures and OFS	\$ 1,157,748,553	\$ 2,167,749	\$ 1,159,916,302	



3

Major Construction Projects

- Project Delivery
 - SR 210 Freeway Lane Addition – Construction & Landscape
 - Mount Vernon Viaduct & North First Avenue Bridges – Right of Way & Construction
 - Cedar Avenue Interchange – Construction
- Express Lanes Project Development
 - I-10 Corridor Contract 1 – Construction
 - I-10 Corridor Contract 2 – Plans, Specifications & Estimates & Right of Way
 - I-15 Corridor Contract 1 – Plans, Specifications & Estimates & Right of Way
- Transit
 - Fueling Infrastructure and Retrofit of Arrow Maintenance Facility - Construction
 - West Valley Connector – Right of Way & Construction
 - Tunnel to ONT – Right of Way & Environmental Clearance



4

Transfers Out

- Fund various rail projects and support transit administrative activities
- Fund indirect costs including information systems and building improvements and establish reserves
- Record loan proceeds from the USDOT under the Transportation Infrastructure Finance and Innovation Act program
- Fund expenditures pending reimbursement from Federal and State agencies
- Fund debt service obligations



5

Cash Flow Borrowing

- The Measure I 2010-2040 expenditure plan and policy 40021 provide for short-term cash flow borrowing for various programs.
 - Budgeted cash flow borrowing is \$22,149,455 from Cajon Pass program to Measure I interchange program to cover appropriations.
- Cash flow borrowing to payoff Net Pension Liability will be determined upon completion of actuarial study.



5

Indirect Fund

Local Transportation Fund – Planning	\$	416,863
Service Authority for Freeway Emergencies		440,205
Council of Governments - Assessment Dues		193,221
Council of Governments - Regional Energy Network		282,995
Sales Tax MSI – Valley Freeway		3,605,304
Sales Tax MSI – Valley Interchange		2,026,487
Sales Tax MSI – Valley Grade Separation		(15,077)
Sales Tax MSI – Valley Arterial		207,480
Sales Tax MSI – Valley Rail		146,480
Sales Tax MSI – Valley Bus Rapid Transit		76,629
Sales Tax MSI – Victor Valley Major Local Highway		143,334
Sales Tax MSI – North Desert Major Local Highway		115,503
Sales Tax MSI – Colorado River Major Local Highway		23,135
Sales Tax MSI – Morongo Basin Major Local Highway		36,320
Sales Tax MSI – Mountain Major Local Highway		31,957
Sales Tax MSI – Cajon Pass		4,317
Express Lanes		207,420
Total Revenues	\$	<u>7,942,573</u>
Add: Beginning Estimated Fund Balance		3,155,049
Reduce: Expenditures		<u>(9,990,622)</u>
Estimated Ending Fund Balance	\$	<u>1,107,000</u>



6

Staffing Overview

- Increase of 1 position total of 84 and Reclassification of 3 positions
 - New position - Procurement Analyst III
 - Reclassifications:
 - Clerk of the Board/Administrative Supervisor to Clerk of the Board/Administrative Manager
 - COG & Equity Programs Manager to Chief of COG & Equity Programs
 - Salary range upgrade for Director of Planning
- Proposed budget includes the following increases:
 - \$657,012 to allow the Executive Director to grant merit increases of up to 5%
 - \$647,692 to apply market adjustments as a result of a compensation study
 - \$18,848 for a new longevity pay benefit of 2% for employees with at least fifteen consecutive years of service
 - Increase of medical premium subsidy by \$1,100/year to \$7,857/year



7

Reserves for Measure I Funds

Valley:	Per Policy 40021
Freeway	\$ 12,130,880
Interchange	4,601,360
Major Street - Grade Separation	1,422,240
Major Street - Arterials	5,688,960
Metrolink/Rail	3,346,440
Express Bus/Bus Rapid Transit	2,091,540
Traffic Management	836,620
Total Valley	<u>\$ 30,118,040</u>
Mountain/Desert - Major Local Highway:	
Victor Valley	\$ 1,320,000
North Desert	262,400
Colorado River	23,360
Morongo Basin	152,940
Mountain	140,900
Total Mountain/Desert	<u>\$ 1,899,600</u>
Total Reserve for Measure I Funds	<u>\$ 32,017,640</u>



8

Reserves for TDA, Indirect Fund and NPL

Transportation Development Act (TDA) Funds:

Local Transportation Fund	\$ 15,015,783
State Transit Assistance Fund	3,044,046
Total Reserves for TDA	<u>\$ 18,059,829</u>

Indirect Fund:

Emergencies	\$ 500,000
Capital Projects	607,000
Total Reserve for Indirect Fund	<u>\$ 1,107,000</u>

Reserve to payoff Net Pension Liability (NPL)

Various Funds	<u>\$ 12,000,000</u>
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Total Reserves

\$ 63,184,469



ADDITIONAL INFORMATION

BOARD OF DIRECTORS ATTENDANCE RECORD – 2023

X Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
Paul Cook Board of Supervisors	X	X		X								
Jesse Armendarez Board of Supervisors	X	X	X	X								
Dawn Rowe Board of Supervisors	X	X		X								
Curt Hagman Board of Supervisors	X	X	X	X								
Joe Baca, Jr. Board of Supervisors	X	X	X	X								
Daniel Ramos City of Adelanto	X	X	X	X								
Art Bishop Town of Apple Valley	X	X	X	X								
Paul Courtney City of Barstow	X	X		X								
Rick Herrick City of Big Bear Lake	X			X								
Eunice Ulloa City of Chino	X			X								
Ray Marquez City of Chino Hills	X	X	X	X								
Frank Navarro City of Colton		X	X	X								
Acquanetta Warren City of Fontana	X	X	X	X								
Sylvia Robles City of Grand Terrace	X	X	X	X								
Rebekah Swanson City of Hesperia	X	X	X	X								
Larry McCallon City of Highland	X	X	X	X								

X = member attended meeting. * = alternate member attended meeting. Empty box = did not attend meeting. Crossed out box = not a Board Member at the time. Shaded box=no meeting

BOARD OF DIRECTORS ATTENDANCE RECORD – 2023

X Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
Rhodes ‘Dusty’ Rigsby City of Loma Linda	X	X	X									
John Dutrey City of Montclair	X	X	X	X								
Janet Jernigan City of Needles			X	X								
Alan Wapner City of Ontario	X	X	X	X								
L. Dennis Michael City of Rancho Cucamonga	X	X	*	X								
Paul Barich City of Redlands		X		X								
Deborah Robertson City of Rialto	X	X	X	X								
Helen Tran City of San Bernardino	X	X	X	X								
Joel Klink City of Twentynine Palms	X	X		X								
Rudy Zuniga City of Upland		X	X	X								
Debra Jones City of Victorville	X			X								
Bobby Duncan City of Yucaipa	X	X	X	X								
Rick Denison Town of Yucca Valley	X	X	X	X								
Rebecca Guirado Interim Ex-Official Member	X	Bassem Barsom										
Catalino Pining Ex-Official Member			X	X								

Communication: Attendance (Additional Information)

X = member attended meeting. * = alternate member attended meeting. Empty box = did not attend meeting. Crossed out box = not a Board Member at the time. Shaded box=no meeting

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist Board Members and partners as they participate in deliberations at Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. Staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CPUC	California Public Utilities Commission
CSAC	California State Association of Counties
CTA	California Transit Association
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DEMO	Federal Demonstration Funds
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report (California)
EIS	Environmental Impact Statement (Federal)
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds

MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PSE	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 st Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

COMMITTEE MEMBERSHIP

San Bernardino County Transportation Authority (SBCTA)
Representatives on SCAG Committees

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:15 p.m.)	POLICY COMMITTEES (Regional Council Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa) District 7 (San Bernardino, Highland) District 8 (Rialto, Fontana) District 9 (Rancho Cucamonga, Upland, Montclair) District 10 (Chino, Chino Hills, Ontario) District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley) District 65 (Adelanto, Apple Valley, Hesperia, Victorville) San Bernardino County † Community of Concern Appointee	F. Navarro L. McCallon D. Robertson L. Michael R. Marquez R. Putz L. Becerra C. Hagman G. Reyes	G. Reyes	D. Robertson R. Putz	F. Navarro L. McCallon L. Becerra C. Hagman
†† San Bernardino County Transportation Authority Appointee	A. Wapner			A. Wapner
SBCTA Subregional Appointees* *One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SBCTA has a total of seven subregional appointees to the policy committees. Terms of appointment expire December 31 of odd-numbered years.		Acquanetta Warren Sylvia Robles Helen Tran	Cynthia Moran Rick Denison Damon Alexander	John Dutrey

Rules of Appointment

1) SBCTA policy stipulates that all SBCTA appointees be SBCTA Board Members. 2) SCAG President appoints Regional Council members to Standing and Policy Committees.

Terms of Appointment

Terms of appointment are two years, commencing on adjournment of the annual General Assembly in May of each year. Even-numbered District representatives' terms expire in even-numbered years; odd-numbered District representatives expire in odd-numbered years. † Community of Concern appointee, appointed by the County Regional Council representative for a two-year term. †† SBCTA Regional Council Representative serves a two-year term from the date of appointment.

Stipend Summary

SCAG Regional Council members receive a \$120 stipend for attendance and travel to SCAG sponsored meetings. Regional Council members may also receive reimbursement for public transit expenses or a mileage reimbursement. Parking is validated at SCAG's downtown Los Angeles office for RC members. RC members are eligible to receive up to six (6) per diem stipends per month. Both RC members and Subregional Appointees, if eligible, may receive reimbursement (\$150 + taxes) for lodging (please review SCAG rules before making expenditure). Subregional Appointees shall receive a \$120 stipend for up to four Policy or Task Force meetings per month.

Meeting Information

The regular meetings of SCAG Regional Council and Policy Committees are on the 1st Thursday of each month at the SCAG offices located at 900 Wilshire Blvd., Ste. 700, Los Angeles. Generally, the Policy Committee meetings start at 10 AM and Regional Council meetings start at 12:15 PM.

Policy Committees

Community, Economic, and Human Development: Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

Energy and Environment: Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation. Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation.

Transportation: Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

Appointments to External Agencies

The San Bernardino County Transportation Authority (SBCTA) and San Bernardino Council of Governments (SBCOG) work closely with not only the County and cities within the County of San Bernardino, but with a number of regional governments that relate to the multiple counties within the Southern California region. Members of the SBCTA Board of Directors frequently take active roles in representing the interests of San Bernardino County on these regional bodies. This participation provides assurance that the unique needs and characteristics of San Bernardino County are taken into consideration as policies are developed which impact this County and its individual local government units. Active participation in regional organizations further promotes the interests of San Bernardino County and secures its appropriate role in the Southern California region.

The following table lists some of the regional bodies upon which SBCTA and SBCOG representatives serve.

Committee	Appointee	Appointing Authority	Purpose	Term
California Association of Councils of Governments	Alan Wapner, Ontario	President	CALCOG facilitates communication and information sharing among its members. Most members of CALCOG are Councils of Governments (COGs), while some are transportation commissions and others are the large Metropolitan Planning Organizations like SCAG and SANDAG. CALCOG is governed by a Board of Directors comprised of a representative from each member's Board of Directors.	12/31/24
Gold Line Phase II Joint Powers Authority	John Dutrey, Montclair, Primary Ray Marquez, Chino Hills, Alternate	Board of Directors	The Gold Line Phase II Construction Authority is a Joint Powers Authority (JPA) formed by 14 cities along the corridor and SBCTA. The JPA serves as a forum for the review, consideration, study, development and recommendation of policies and plans for the extension of the Gold Line from Pasadena to Montclair. Members receive \$100 payment from Gold Line Authority for participation.	12/31/23 12/31/24
Inland Empire Economic Partnership (IEEP)	Dennis Michael, Rancho Cucamonga	President	The IEEP is a partnership that includes business, government and academic leaders to develop and carry out initiatives to benefit the region.	
Inland Regional Energy Network (I-REN) Program Executive Committee	Curt Hagman, County Supervisor Deborah Robertson, Rialto Art Bishop, Apple Valley	President	The I-REN Executive Committee consists of three representative votes from SANBAG, WRCOG, and CVAG. The committee will meet quarterly and make executive decisions regarding the overall program. Stipends for the Executive Committee are not an allowable expense under the CPUC rules.	12/31/24 12/31/24 12/31/24
Metro Gold Line Foothill Extension Construction Authority	Alan Wapner, Ontario, Primary John Dutrey, Montclair, Alternate	President	The Authority is responsible for the development of a light rail project from the City of Los Angeles into San Bernardino County. The Authority board meets on the second and fourth Wednesday of the month at 12:00 p.m. at the Authority's office in Monrovia. Members receive \$150 for each day spent on Authority business, not to exceed \$600 per month.	12/31/24 12/31/24
Mobile Source Air Pollution Reduction Review Committee	Larry McCallon, Highland, Primary John Dutrey, Montclair, Alternate	Board of Directors	Develops and implements work programs which reduce mobile source emissions, funded by AB2766 (portion of the \$4 motor vehicle registration fee). County Commissions, SCAQMD, and ARB have one appointment with alternates. In April 2005, SBCTA authorized a stipend of \$100 per day. The MSRC meets on the third Thursday of the month at 2:00 p.m. at South Coast Air Quality Management District in Diamond Bar.	12/31/24 12/31/24

Communication: Appointments to External Agencies (Committee Membership)

Appointments to External Agencies

Committee	Appointee	Appointing Authority	Purpose	Term
One Water One Watershed (OWOW) Steering Committee of the Santa Ana Watershed Project Authority	Deborah Robertson, Rialto	Board of Directors	<p>Responsible for developing the integrated Regional Water Management Plan for the Santa Ana River.</p> <p>The term of the appointment is for four years for a city representative from San Bernardino County.</p> <p>Officers leaving elected office after appointment are still eligible to serve. Beginning January 2016, the OWOW meets on the 4th Thursday of every other month at 11:00 a.m. at the Santa Ana Watershed Project Authority (SAWPA). Members of the Steering Committee do not receive a stipend.</p>	12/31/26
SCAG Policy Committees	See associated table.	The Board has authorized the President to make appointments to SCAG Policy Committees.	SBCTA also has authority to appoint up to seven appointees to the three SCAG Policy Committees: i.e., Community Economic and Human Development, Energy and Environment, and Transportation. SCAG pays appointees to policy committees a stipend of \$120 per meeting.	See associated table – Representatives on SCAG Committees
Southern California Regional Rail Authority	Alan Wapner, Ontario, Primary Larry McCallon, Highland, Primary Ray Marquez, Chino Hills, Alternate John Dutrey, Montclair, Alternate	Board of Directors (Recommendation made by the Transit Committee)	<p>SCRRA serves as the governing body for Metrolink, the regional commuter rail system serving the five Southern California Counties.</p> <p>Members receive payment of \$100 per day from SCRRA for participation.</p>	Indefinite
SR 91 Advisory Committee	Ray Marquez, Chino Hills, Ex-Officio Member	Board of Directors	<p>The Committee reviews issues and makes recommendations to OCTA regarding the transportation facilities acquired, including tolls imposed, operations, maintenance, use of toll revenues, and improvements in the area of SR 91 between I-15 and SR 55, including the identification and siting of alternate highways.</p> <p>SBCTA has not authorized payment of stipend for participation.</p>	12/31/24
The Sam and Alfreda L. Maloof Foundation for Arts and Crafts	Deborah Robertson, Rialto	Board of Directors	A non-profit corporation that participates in the preparation of the Conservation Plan and oversees the activities and assets of the Foundation. A payment of stipend for participation has not been authorized.	12/31/24

Communication: Appointments to External Agencies (Committee Membership)

San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
General Policy Committee Membership consists of the following: SBCTA President, Vice President, and Immediate Past President 4 East Valley (3 City, 1 County) 4 West Valley (3 City, 1 County) 4 Mt/Desert (3 City, 1 County) City members shall be SBCTA Board Members elected by caucus of city SBCTA Board Members within the subarea. Policy Committee and Board Study Session Chairs are members of this policy committee. All City members serving as Board officers, Committee chairs, or Board Study Session Chair, are counted toward their subareas City membership. Supervisors collectively select their representatives. The SBCTA Vice President shall serve as Chair of the General Policy Committee.	Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight. Committee has authority to approve contracts in excess of \$25,000 with notification to the Board of Directors. (Brown Act)	<u>West Valley</u> Ray Marquez, Chino Hills (Chair TC) Acquanetta Warren, Fontana Alan Wapner, Ontario Curt Hagman, Supervisor (Past President) <u>East Valley</u> Frank Navarro, Colton Larry McCallon, Highland Rhodes "Dusty" Rigsby, Loma Linda Joe Baca, Jr., Supervisor <u>Mountain/Desert</u> Art Bishop, Apple Valley (Vice Chair/President/MDC Chair) Debra Jones, Victorville Rick Denison, Yucca Valley 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 Indeterminate (6/30/2023) 12/31/2024 (6/30/2023) 12/31/2024 12/31/2023 12/31/2023 12/31/2024 Indeterminate Indeterminate Indeterminate 12/31/2023 12/31/2024 12/31/2024
Transit Committee Membership consists of 12 SBCTA Board Members: 10 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members, and 2 Mountain/Desert Board Members. SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SBCTA Board. Other members are appointed by the SBCTA President for 2-year terms.	Provides policy guidance and recommendations to the SBCTA Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service. * SCRRA Primary Member ** SCRRA Alternate Member (Brown Act)	Ray Marquez, Chino Hills** (Chair) Rick Denison, Yucca Valley (Vice Chair) Eunice Ulloa, Chino Frank Navarro, Colton Acquanetta Warren, Fontana Sylvia Robles, Grand Terrace Larry McCallon, Highland* John Dutrey, Montclair** Alan Wapner, Ontario* L. Dennis Michael, Rancho Cucamonga Dawn Rowe, Supervisor Joe Baca, Jr., Supervisor	Indeterminate (6/30/2023) 12/31/2024 (6/30/2023) 12/31/2024 12/31/2023 12/31/2023 12/31/2024 Indeterminate Indeterminate Indeterminate 12/31/2023 12/31/2024 12/31/2024

Communication : Committee Membership (Committee Membership)

San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Mountain/Desert Committee Membership consists of 11 SBCTA Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, and Third Districts.	Provides ongoing policy level oversight related to the full array of SBCTA responsibilities as they pertain specifically to the Mountain/Desert subregion. The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan. (Brown Act)	Art Bishop, Apple Valley (Chair) Paul Cook, Supervisor (Vice Chair) Daniel Ramos, Adelanto Paul Courtney, Barstow Rick Herrick, Big Bear Lake Rebekah Swanson, Hesperia Janet Jernigan, Needles Joel Klink, Twentynine Palms Debra Jones, Victorville Rick Denison, Yucca Valley Dawn Rowe, Supervisor	Indeterminate (6/30/20 Indeterminate (6/30/20 Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate
Legislative Policy Committee Membership consists of the following: President, Vice-President, Immediate Past President and four Board members appointed by the Board President. - 1 East Valley member - 1 West Valley member - 1 Mountain/Desert member - 1 County member Members shall serve for the duration of the State and Federal two-year legislative session in which they were appointed, with terms expiring December 31 of even-numbered years. The SBCTA Board President shall serve as Chair of the Legislative Policy Committee.	Provide guidance and recommendations to the Board of Directors regarding issues and actions relating to the executive, legislative or judicial branches of the State and Federal government, or any other local governing body. Review and provide input on drafting of State and Federal legislative platform, which will serve as guiding principles to support or oppose State and Federal legislation and regulations. (Brown Act)	Art Bishop, Town of Apple Valley (President) Dawn Rowe, Supervisor (Vice President) Curt Hagman, Supervisor (Past President) Larry McCallon, Highland Alan Wapner, Ontario Rick Denison, Yucca Valley Paul Cook, Supervisor	Indeterminate Indeterminate Indeterminate 12/31/2024 12/31/2024 12/31/2024 12/31/2024

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) Paul Cook, Supervisor (Vice Chair)	6/30/2023 6/30/2023

Meeting Time: Second Thursday, 9:30 a.m., SBCTA Office

I-10 and I-15 Corridor Joint Sub-Committee

Joint Sub-Committee	PURPOSE	MEMBERSHIP	TERMS
I-10 and I-15 Corridor Joint Sub-Committee of the Board of Directors Metro Valley Study Session and the Mountain/Desert Policy Committee Members of the committee will be members of the SBCTA Board of Directors and will be appointed by the SBCTA Board President. The President will appoint the Chair and Vice-Chair of the Sub-Committee. The Sub-Committee will include a minimum of nine and a maximum of fourteen SBCTA Board members. Membership will be composed of a minimum of three representatives from the East Valley; and a minimum of two representatives from the Victor Valley. The Sub-Committee will meet as necessary immediately following the Metro Valley Study Session.	The purpose is to consider and make recommendations to the Board of Directors on the development of express lanes in San Bernardino County, in particular on the I-10 and I-15 Corridors. (Brown Act)	Alan Wapner, Ontario (Chair) Art Bishop, Town of Apple Valley (Vice Chair) Joe Baca Jr., Supervisor Paul Cook, Supervisor Larry McCallon, Highland L. Dennis Michael, Rancho Cucamonga Frank Navarro, Colton Deborah Robertson, Rialto Acquanetta Warren, Fontana	12/31/2024 12/31/2024 12/31/2024 12/31/2024 12/31/2024 12/31/2024 12/31/2024 12/31/2024 12/31/2024

Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Public and Specialized Transportation Advisory and Coordinating Council (PASTACC) Membership consists of 11 members appointed by the SBCTA Executive Director. 5 representing Public Transit Providers 1 representing County Dept. of Public Works 2 representing the Consolidated Transportation Services Agency - Omnitrans and VVTA also represent CTSA for the Valley and High Desert respectively. 5 At Large Members representing Social Service Providers	Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC’s statutory responsibilities; (1) Review and make recommendations on annual Unmet Transit Needs hearing findings (2) Score and make recommendations for Federal Transit Administration Section 5310 Capital Grant Program applications (3) Assist SBCTA in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan (4) Review call for projects for Federal Transit Administration Section 5310 grant applications (5) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit (6) Monitor and disseminate information in reference to State level law and recommendations as they relate to transit and specialized transit (7) Receive annual reports on funded specialized programs funded through FTA Section 5310 and Measure I (8) Identify regional or county level areas of unmet needs (9) Address special grant or funding opportunities (10) Address any special issues of PASTACC voting and non-voting members (Brown Act)	Standing Membership – Morongo Basin Transit Authority Mountain Transit City of Needles Transit Services Omnitrans Victor Valley Transit Authority County of San Bernardino Dept. of Public Works At Large Membership – San Bernardino Dept. of Aging and Adult Services Foothill Aids OPARC Reach Out Morongo Basin Loma Linda University Health	On-going On-going On-going On-going On-going On-going 5/31/2024 9/30/2023 9/30/2023 6/30/2025 5/31/2024

Meeting Dates and Time: Bi monthly, beginning in January, 2nd Tuesday of the month, 10:00 a.m., (Location rotates: SBCTA Office, VVTA, MBTA)

Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan</p> <p>The ITOC shall provide citizen review to ensure that all Measure I funds are spent by the San Bernardino County Transportation Authority (hereby referred to as the Authority) in accordance with provision of the Expenditure Plan and Ordinance No. 04-01. The ordinance specifies that each member of the ITOC have certain credentials or experience as follows:</p> <p>A. One member who is a professional in the field of municipal audit, finance and/or budgeting with a minimum of five years in a relevant and senior decision-making position in the public or private sector.</p> <p>B. One member who is a licensed civil engineer or trained transportation planner with at least five years of demonstrated experience in the fields of transportation and/or urban design in government and/or the private sector. No member shall be a recipient or sub-recipient of Measure “I” funding.</p> <p>C. One member who is a current or retired manager of a major publicly financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements.</p> <p>D. One member who is current or retired manager of a major privately financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements.</p> <p>E. One public member, who possesses the knowledge and skills which will be helpful to the work of the ITOC.</p> <p>In addition to the appointed members, the SBCTA President and Executive Director will serve as ex-officio members.</p>	<p>The ITOC shall review the annual audits of the Authority; report findings based on the audits to the Authority; and recommend any additional audits for consideration which the ITOC believes may improve the financial operation and integrity of program implementation.</p> <p>The Authority shall hold a publicly noticed meeting, which may or may not be included on the agenda of a regularly scheduled Board meeting, with the participation of the ITOC to consider the findings and recommendations of the audits.</p> <p>(Brown Act)</p>	<p>Cole Jackson (A) Gerry Newcombe (B) Vacant (C) Vacant (D) Patrick Morris (E) Art Bishop, Ex-Officio Ray Wolfe, Ex-Officio</p>	<p>10/31/24 12/31/24 3/1/25</p>

SBCTA Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
<p>Emerging Technology Ad Hoc Committee</p> <p>On October 6, 2021, the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President.</p>	<p>To look broadly at Transportation Technology. This ad hoc has a term ending December 31, 2023.</p>	<p>Art Bishop, Apple Valley Frank Navarro, Colton Acquanetta Warren, Fontana John Dutrey, Montclair L. Dennis Michael, Rancho Cucamonga Helen Tran, San Bernardino Curt Hagman, Supervisor</p>

Communication: Committee Membership (Committee Membership)

Housing Trust Ad Hoc Committee On January 4, 2023, the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President.	To take a broad look into the housing trust and how it interacts with the Council of Governments. This ad hoc has a term ending December 31, 2023.	Eunice Ulloa, Chino Deborah Robertson, Rialto Alan Wapner, Ontario L. Dennis Michael, Rancho Cucamonga Debra Jones, Victorville Rick Denison, Yucca Valley Curt Hagman, Supervisor
Transportation Investment Plan Ad Hoc Committee On June 29, 2022 the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President.	To look at future Measure options and make recommendations relating to any future local measure. This ad hoc has a term end date of December 31, 2023.	Art Bishop, Apple Valley Sylvia Robles, Grand Terrace Larry McCallon, Highland Alan Wapner, Ontario L. Dennis Michael, Rancho Cucamonga Joel Klink, Twentynine Palms Debra Jones, Victorville

SBCTA Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
Transportation Technical Advisory Committee (TTAC) Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Administrative Officer.	SBCTA's Transportation Technical Advisory Committee was formed by SBCTA management to provide input to SBCTA staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SBCTA Board of Directors. The TTAC is not a Brown Act committee.	Generally meets on the first Monday of each month at 1:30 PM, at SBCTA.
City/County Manager's Technical Advisory Committee (CCM TAC) The committee is composed of up to two representatives of the County Administrator's Office and the city manager or administrator from each city and town in the County.	SBCTA's City/County Manager's Technical Advisory Committee was established in the Joint Powers Authority that established San Bernardino Associated Governments (SANBAG). The primary role of the committee is to provide a forum for the chief executives of SANBAG's member agencies to become informed about and discuss issues facing SANBAG/SBCTA. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns. The CCM TAC is a Brown Act Committee.	Meets on the first Thursday of each month at 10:00 AM, at SBCTA.
Planning and Development Technical Forum (PDTF) Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Chief Executive Officer.	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).

<p>Project Development Teams</p>	<p>Project Development Teams (PDTs) are assembled for all major project development activities by SBCTA staff.</p> <p>Teams are generally composed of technical representatives from SBCTA, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project.</p> <p>PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions.</p> <p>PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development.</p> <p>The PDTs are not Brown Act Committees.</p>	<p>Varies with the PDT.</p>
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MISSION STATEMENT

Our mission is to improve the quality of life and mobility in San Bernardino County. Safety is the cornerstone of all we do.

We achieve this by:

- Making all transportation modes as efficient, economical, and environmentally responsible as possible.
- Envisioning the future, embracing emerging technology, and innovating to ensure our transportation options are successful and sustainable.
- Promoting collaboration among all levels of government.
- Optimizing our impact in regional, state, and federal policy and funding decisions.
- Using all revenue sources in the most responsible and transparent way.

Approved December 4, 2019