

**AGENDA**  
**Board of Directors Meeting**  
**December 6, 2023**

**\*\*\*\*\*Start Time: 9:45 a.m. (CLOSED SESSION)\*\*\*\*\***  
**1170 W. 3rd Street, San Bernardino, CA 92410, 2<sup>nd</sup> 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**

Dawn Rowe, Supervisor  
*County of San Bernardino*

**Vice-President**

Ray Marquez, Council Member  
*City of Chino Hills*

Daniel Ramos, Mayor Pro Tem  
*City of Adelanto*

Art Bishop, Council Member  
*Town of Apple Valley*

Carmen Hernandez, Council Member  
*City of Barstow*

Rick Herrick, Council Member  
*City of Big Bear Lake*

Eunice Ulloa, Mayor  
*City of Chino*

Frank Navarro, Mayor  
*City of Colton*

Acquanetta Warren, Mayor  
*City of Fontana*

Sylvia Rodriguez-Robles, Council Member  
*City of Grand Terrace*

Rebekah Swanson, Council Member  
*City of Hesperia*

Larry McCallon, Mayor  
*City of Highland*

Bhavin Jindal, Council Member  
*City of Loma Linda*

John Dutrey, Mayor  
*City of Montclair*

Janet Jernigan, Mayor  
*City of Needles*

Alan Wapner, Council Member  
*City of Ontario*

L. Dennis Michael, Mayor  
*City of Rancho Cucamonga*

Paul Barich, Mayor Pro Tem  
*City of Redlands*

Deborah Robertson, Mayor  
*City of Rialto*

Helen Tran, Mayor  
*City of San Bernardino*

Joel Klink, 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  
December 6, 2023**

**\*\*\*9:45 a.m. (CLOSED SESSION)\*\*\*  
1170 W. 3rd St., 2<sup>nd</sup> Fl. (The Super Chief)  
San Bernardino, CA**

**CLOSED SESSION**

**1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**

Pursuant to Government Code Section 54956.9(d)(1) -- 8 cases

- a. SBCTA--*In re: Lumbermen's Mutual Casualty Company, In Liquidation*  
Office of Special Deputy Receiver, Docket No. 12 CH 24227  
Circuit Court of Cook County, Illinois
- b. SBCTA--*Pulice Construction, Inc. v. SBCTA, et al.*  
San Bernardino Superior Court Case No. CIVDS 2020473
- c. SBCTA--*SBCTA v. The Lane-Security Paving Joint Venture*  
San Bernardino Superior Court Case No. CIVSB 2305070
- d. SBCTA--*John Enright v. Metrolink, SBCTA, et al.*  
San Bernardino Superior Court Case No. CIVSB 2223699
- e. SBCTA--*SBCTA v. Kuzina Development, LLC*  
San Bernardino Superior Court Case No. CIVDS 1829991
- f. SBCTA--*Southwest Jet Fuel Co. v. California Department of Tax and Fee Administration*  
Fresno Superior Court Case No. 22CECG01224
- g. SBCTA--*George Nersisian v. Paul Alvaranza, SBCTA, et al.*  
San Bernardino Superior Court Case No. CIVSB 2305744
- h. SBCTA--*James Heggs v. Omnitrans, SBCTA, et al.*  
San Bernardino Superior Court Case No. CIVSB 2313941

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

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

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



## **CALL TO ORDER**

(Meeting Chaired by Dawn Rowe)

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

Pg. 18

### **Public Comment**

**Opportunity for members of the public to speak on any subject within the Board's jurisdiction.**

### **Possible Conflict of Interest Issues**

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

#### **1. Information Relative to Possible Conflict of Interest**

Pg. 19

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

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

## **INFORMATIONAL ITEMS**

Items listed are receive and file items and are expected to be routine and non-controversial. Unlike the Consent Calendar, items listed as Informational Items do not require a vote.

#### **2. Measure I Revenue**

Pg. 22

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

**Presenter: Hilda Flores**

**This item was received by the General Policy Committee on November 8, 2023.**

#### **3. Budget to Actual Report for first Quarter Ending September 30, 2023**

Pg. 24

Receive and file Budget to Actual Report for the first quarter ending September 30, 2023.

**Presenter: Hilda Flores**

**This item was received by the General Policy Committee on November 8, 2023.**

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

Pg. 35

Receive and file Change Order Report.

**Presenter: Victor Lopez**

**This item was received by the Transit Committee on November 9, 2023.**

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

Pg. 37

Receive and file Change Order Report.

**Presenter: Kristi Harris**

**This item was received by the Board of Directors Metro Valley Study Session on November 9, 2023.**

## **CONSENT CALENDAR**

The Consent Calendar will be acted upon as a single motion. Items listed on the Consent Calendar are expected to be routine and non-controversial. These items have been discussed at Policy Committee meetings and made available for public review as noted in the agenda. No public comment will be allowed on the Consent Calendar, unless the item was not previously reviewed at a policy committee. Items on the Consent Calendar may be removed for discussion by Board Member Request. Items pulled from the consent calendar will be brought up immediately following the vote on the Consent Calendar.

### **Consent - Administrative Matters**

- 6. September and October 2023 Procurement Report** Pg. 43

Receive the September and October 2023 Procurement Report.  
**Presenter: Shaneka Morris**

**This item was received by the General Policy Committee on November 8, 2023.**
- 7. Revisions to Policy No. 20000 - Financial Policies** Pg. 51

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

Revise Policy No. 20000, Financial Policies, Section VI, Budget Amendment Policy, to allow substitution of Funds for prior year expenditures where the Funds are included in the adopted budget without Board action.  
**Presenter: Hilda Flores**

**This item was reviewed and unanimously recommended for approval by the General Policy Committee on November 8, 2023. SBCTA General Counsel has reviewed this item and the draft policy.**
- 8. Revisions to Policy No. 10006 - Authority to Act Upon Certain Claims** Pg. 61

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

Approve modifications to Risk Management Policy No. 10006, Authority to Act Upon Certain Claims, to remove references to the Special Projects and Strategic Initiatives Department and Director.  
**Presenter: Steven Keller**

**This item was reviewed and unanimously recommended for approval by the General Policy Committee on November 8, 2023. SBCTA General Counsel and Risk Manager have reviewed this item and the proposed policy revisions.**
- 9. Award Contract No. 23-1002957 with Alliant Insurance Services** Pg. 66

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

Approve the award of Contract No. 23-1002957 to Alliant Insurance Services for Risk Management and Broker Services for a five-year period ending February 28, 2029, in the amount of \$210,000.00, with two one-year options to extend, for a total not-to-exceed amount of \$296,500.00.  
**Presenter: Steven Keller**

**This item was reviewed and unanimously recommended for approval by the General Policy Committee on November 8, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft contract.**

**10. Amendment No. 1 to Contract No. 24-1003036 with BCA Watson Rice - Western Region, LLP** Pg. 199

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

A. Approve Amendment No. 1 to Contract No. 24-1003036, Measure I and Transportation Development Act Audit Services, to increase the contract amount by \$16,445 for a new not-to-exceed amount of \$85,405 to provide State Controller Report and Single audit services.

B. Approve an increase in budget for Fiscal Year 2023/2024 for task 0400 – Financial Management of \$600,000 to be funded by **Measure I and Local Transportation Fund Administration** to account for the higher cost of the Measure I and Transportation Development Act auditing services.

**Presenter: Hilda Flores**

**This item was reviewed and unanimously recommended for approval by the General Policy Committee on November 8, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.**

**11. 2023 Title VI Program Update, including Public Participation Plan and Language Assistance Plan** Pg. 204

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

Approve the 2023 Title VI Program Report, including the Public Participation Plan and Language Assistance Plan, in compliance with Federal Transit Administration requirements.

**Presenter: Colleen Franco**

**This item was reviewed and unanimously recommended for approval by the General Policy Committee on November 8, 2023. SBCTA General Counsel has reviewed this item and the draft program report.**

**12. 2024 Board of Directors and Policy Committee Meeting Calendar** Pg. 274

Approve the 2024 Board of Directors and Policy Committee meeting calendar.

**Presenter: Marleana Roman**

**The individual policy committee schedules were reviewed by the respective policy committees during the months of October and November.**

**Consent - Air Quality/Traveler Services**

**13. Award Freeway Service Patrol Contract No. 23-1002947 for Freeway Service Patrol Beat No. 23** Pg. 289

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

A. Award Contract No. 23-1002947 to Royal Coaches Auto Body & Towing for Freeway Service Patrol (FSP) services along Beat No. 23, from August 1, 2024 through July 31, 2029, for a not-to-exceed amount of \$5,032,510 for FSP services and construction support for the Interstate 15 construction project.

B. Approve a contract contingency for a not-to-exceed amount of \$685,430 for Contract No. 23-1002947 for construction support and authorize the Executive Director, or his designee, to release contingency as necessary.

**Presenter: Rana Semaan**

**This item was reviewed and recommended for approval (8-0-1; Abstained: Baca) by the General Policy Committee on November 8, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft contract.**

## **Consent - Project Delivery**

- 14. Interstate 215 Bi-County and Segment-5 Landscape Project - Amendment No. 3 to Contract No. 19-1002005 with EXP U.S. Services** Pg. 343

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

A. Approve Amendment No. 3 to Contract No. 19-1002005 with EXP U.S. Services, Inc., for preparation of the Plans, Specifications and Estimates and Construction Support Services for the Interstate 215 Bi-County and Segment-5 Landscape Project to extend the period of performance for an additional three years to January 31, 2027.

B. Approve an exception to Contracting and Procurement Policy No. 11000, Contract Term, Section IV.B(4), to extend Contract No. 19-1002005 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 November 9, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.**

- 15. Interstate 10 Slover Mountain Underpass Project Update** Pg. 349

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

Approve termination of Contract No. 22-1002762 with TranSystems Corporation to stop work on the Interstate 10 Slover Mountain Underpass Project.

**Presenter: Juan Lizarde**

**This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on November 9, 2023.**

- 16. California Department of Transportation Interstate 15 Pavement Rehabilitation Project** Pg. 353

Receive a presentation from California Department of Transportation, District 8, for project information related to the Interstate 15 Pavement Rehabilitation Project.

**Presenter: Kristi Harris**

**This item was received by the Mountain/Desert Policy Committee on November 17, 2023.**

## **Consent - Toll Operations**

- 17. Interstate 10 Corridor Freight and Express Lanes Project - Contract 1 Construction Zone Enhanced Enforcement Program 2024** Pg. 360

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

Authorize the Executive Director, or his designee, to execute Agreement No. 24-1003070 for Construction Zone Enhanced Enforcement Program services with the California Highway Patrol for the Interstate 10 Corridor Freight and Express Lanes Project – Contract 1 in an amount not-to-exceed \$3,000,000, with a contract term through December 31, 2028, subject to approval as to form by SBCTA General Counsel.

**Presenter: Philip Chu**

**This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session (MVSS) on November 9, 2023. After the item was approved at MVSS, corrections were added to the background in bold to provide further clarification. SBCTA General Counsel and Risk Manager have reviewed this item and the draft agreement.**

## **Consent - Regional/Subregional Planning**

### **18. State Route 247/62 Emergency Bypass Study**

Pg. 377

Receive an update on the State Route 247/62 Emergency Bypass Study.

**Presenter: Ginger Koblasz**

**This item was received by the Transportation Technical Advisory Committee on October 30, 2023 and the Mountain/Desert Policy Committee on November 17, 2023.**

## **Consent - Transit**

### **19. Regional Rideshare and Vanpool Software Contracts**

Pg. 386

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

A. Approve Amendment No. 5 to Contract No. 19-1002203 with Trapeze Software Group, Inc., for Regional Rideshare Software, to add five additional one-year option terms and exercising the first of the five option terms for a revised contract expiration date of June 30, 2025, and increasing the contract value by \$716,328 for a total not-to-exceed amount of \$1,983,370 and, including all optional terms, an overall contract not-to-exceed amount of \$3,622,867.

B. Approve an exception to Contracting and Procurement Policy No. 11000 by authorizing Amendment No. 6 to Contract No. 17-1001683 with Trapeze Software Group, Inc. for Vanpool Program Software, to add five additional one-year option terms up to June 30, 2029, two years beyond the 10-year limit, and exercising the first of the five option terms for a revised contract expiration date of June 30, 2025, and increasing the contract value by \$66,676 for a total not-to-exceed amount of \$499,595 and, including all optional terms, an overall contract not-to-exceed amount of \$633,070.

C. Authorize the Executive Director, or his designee, to finalize negotiations of and, upon General Counsel's approval as to form, execute Agreement No. 24-1003066\* between SBCTA (commitment of \$316,473), Los Angeles County Metropolitan Transportation Authority (receivable of \$1,123,986), Orange County Transportation Authority (receivable of \$369,037), Riverside County Transportation Commission (receivable of \$436,694) and Ventura County Transportation Commission (receivable of \$109,636), for SBCTA's provision of Regional Rideshare Software.

**Presenter: Nicole Soto**

**This item was reviewed and unanimously recommended for approval by the Transit Committee on November 9, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item, the draft amendments and the draft agreement.**

### **20. Release of Request for Proposals for the Electric Vehicle Charging Station**

Pg. 463

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

Authorize the Executive Director, or his designee, to release a Request for Proposals to assign the management and ownership of Electric Vehicle Charging Station Program currently managed and owned by SBCTA.

**Presenter: Ryan Aschenbrenner**

**This item was reviewed and unanimously recommended for approval by the Transit Committee on November 9, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item.**

**21. Amendment(s) to Contract No. 20-1002310 with Stadler US, Inc., for Capital Spare Parts and Training** Pg. 465

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

A. Authorize the Executive Director, or his designee, to negotiate and execute one or more amendments, as needed, to Contract No. 20-1002310 with Stadler US, Inc., upon approval as to form by General Counsel, in an amount not-to-exceed \$2,000,000, for capital spare parts for the Zero Emission Multiple Unit (ZEMU) vehicle, development of training manuals and provision of ZEMU operations training.

B. Approve a contingency amount, not-to-exceed \$200,000, for Contract No. 20-1002310 and authorize the Executive Director, or his designee, to release contingency as necessary.

C. Approve an amendment to the Fiscal Year 2023/2024 Budget for Task No. 0315 – Transit Capital to increase Local Transportation Funds (LTF) Rail in the amount of \$2,200,000.

**Presenter: Joy Buenaflor**

**This item was reviewed and unanimously recommended for approval by the Transit Committee on November 9, 2023. SBCTA General Counsel, Risk Manager and Procurement Manager have reviewed this item and the draft amendment.**

**22. Preliminary Budget Request for Fiscal Year 2023/2024 Continuation of Arrow Operations** Pg. 470

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

Approve a third continuing appropriations funding allocation to the Southern California Regional Rail Authority for Fiscal Year 2023/2024 in the amount of \$4,682,034 for Arrow Service Operations, to be funded with Congestion Mitigation and Air Quality funds.

**Presenter: Rebekah Soto**

**This item was reviewed and unanimously recommended for approval by the Transit Committee on November 9, 2023.**

**Consent - Transportation Programming and Fund Administration**

**23. Senate Bill 125 Transit Funding** Pg. 472

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

~~A. Approve the apportionment of anticipated Senate Bill (SB) 125 Transit Funding to the Valley and the Mountain/Desert area operators as shown in Table 1.~~

B. Approve the allocation of \$2,591,912 in SB 125 funds, which is one percent of the total funding available and to be taken off the top before the apportionment in Recommendation A, for SBCTA administration of the funds and required reporting.

C. Approve the allocation of SB 125 Transit and Intercity Rail Capital Program (TIRCP) – Valley Share funds to the following projects with known funding shortfalls:

- i. Metrolink Active Transportation Program Phase II Project – SBCTA: \$3,170,910
- ii. Diesel Multiple Unit to Zero Emission Multiple Unit Vehicle Conversion – SBCTA: \$4,453,000
- iii. Metrolink Double Track Lilac to Sycamore – SBCTA: \$16,510,000

~~D. Provide direction to staff on priorities for allocation of the remaining \$56.2 million TIRCP – Valley Share funds.~~

E. Authorize the Executive Director, or his designee, to submit the Initial Allocation Package to the California State Transportation Agency on behalf of SBCTA by the December 31, 2023 deadline. **Presenter: Andrea Zureick**

**This item was reviewed and Recommendations B, C and E were unanimously recommended for approval by the Transit Committee on November 9, 2023.**

**24. Amendment No. 2 to the Capital Project Needs Analysis Project List for Valley Major Street Program/Arterial Sub-Program for Fiscal Year 2023/2024** Pg. 479

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

Approve the Amended Project List for the Measure I Valley Major Street Program/Arterial Sub-Program for Fiscal Year 2023/2024, as referenced in Attachment A.

**Presenter: Marc Lucius**

**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 November 9, 2023.**

**25. Amendment No. 1 to Funding Agreement No. 19-1002202 with the County of San Bernardino for the Rock Springs Bridge over Mojave River Project** Pg. 484

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

A. Allocate an additional \$2,522,805 in Measure I Victor Valley Subarea Major Local Highway Projects (MLHP) Program funds to the County of San Bernardino for the Rock Springs Bridge over Mojave River Project.

B. Approve Amendment No. 1 to Funding Agreement No. 19-1002202 with the County of San Bernardino, for the Rock Springs Bridge over Mojave River Project, to add \$2,522,805 in MLHP funds and to extend the contract termination date through December 31, 2028.

**Presenter: Marc Lucius**

**This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on November 17, 2023. SBCTA General Counsel and Risk Management have reviewed this item and the draft amendment.**

**Consent - Legislative/Public Outreach**

**26. State Legislative Update** Pg. 492

Receive and file the November 2023 State Legislative Update.

**Presenter: Otis Greer**

**This item was received by the Legislative Policy Committee on November 8, 2023.**

**27. Federal Legislative Update** Pg. 525

Receive and file the November 2023 Federal Legislative Update.

**Presenter: Otis Greer**

**This item was received by the Legislative Policy Committee on November 8, 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 - Administrative Matters**

#### **28. Board Member Appointments, Vacancies and Extension of the Housing Trust Ad Hoc Committee** Pg. 527

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

A. Approve the re-appointment of Mayor John Dutrey, City of Montclair, to the Gold Line Phase II Joint Powers Authority to serve as the primary member for an additional two-year term expiring December 31, 2025.

B. Approve the re-appointment of Council Member Alan Wapner, City of Ontario, to serve as a member of the Southern California Association of Governments (SCAG) Regional Council representing SBCTA for an additional two-year term expiring December 31, 2025.

C. Approve an extension of the Housing Trust Ad Hoc Committee for an additional 6 months, with a term through June 30, 2024.

D. Note the Presidential re-appointment of Mayor Frank Navarro, City of Colton; Mayor Acquanetta Warren, City of Fontana; and Mayor L. Dennis Michael, City of Rancho Cucamonga, to the SBCTA Transit Committee for additional two-year terms expiring December 31, 2025.

E. Note the Presidential re-appointment of Mayor Acquanetta Warren, City of Fontana, and Mayor Helen Tran, City of San Bernardino, to the SCAG Community, Economic and Human Development Policy Committee for additional two-year terms expiring December 31, 2025.

F. Note the Presidential re-appointment of Mayor Pro Tem Daniel Ramos, City of Adelanto, and Council Member Art Bishop, Town of Apple Valley, to the SCAG Energy and Environment Policy Committee for additional two-year terms expiring December 31, 2025.

G. Note the Presidential re-appointment of Mayor John Dutrey, City of Montclair, to the SCAG Transportation Policy Committee for an additional two-year term expiring December 31, 2025.

H. Note the vacancy for one member to serve on the SCAG Energy and Environment Policy Committee, and one member to serve on the SCAG Community, Economic and Human Development Policy Committee for two-year terms expiring December 31, 2025; and note one vacancy to serve on the SBCTA Housing Trust Ad Hoc Committee.

**Presenter: Marleana Roman**

**This item has not received prior policy committee or technical advisory committee review. This item is being brought straight to Board so that the full Board is apprised of the appointments, vacancies and ad hoc committee extension.**

#### **29. Amendment to the San Bernardino County Transportation Authority Administrative Code - Ordinance No. 24-002** Pg. 530

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

A. Consider proposed Ordinance 24-002 relating to the amendment of the SBCTA Administrative Code to incorporate Express Lanes Operations and administrative clarifications regarding references and applicability to the San Bernardino Associated Governments for consistency.



Agenda Item 29 (cont.)

B. Make alterations, if necessary, to the proposed ordinance.

C. Approve introduction of the proposed ordinance titled:

AN ORDINANCE AMENDING THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY ADMINISTRATIVE CODE BY ADDING SECTION 1-01-035 TO TITLE 1; AMENDING SECTIONS 2-01-040, 2-10-040, 2-15-020, AND 2-20-040; AND ADDING TITLE 8 REGARDING EXPRESS LANES OPERATIONS.

D. Schedule the proposed ordinance for final adoption at the next regularly scheduled SBCTA Board of Directors meeting.

**Presenter: Timothy Byrne**

**This item was reviewed and unanimously recommended for approval by the I-10 and I-15 Joint Sub-Committee on November 9, 2023. SBCTA General Counsel has reviewed this item and the draft amendment to the Administrative Code.**

**Discussion - Project Delivery**

**30. Award Contract No. 23-1002869 for Interstate 10 Eastbound Truck Climbing Lane Project** Pg. 552

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

A. Approve the award of Contract No. 23-1002869 to SEMA Construction, Inc. for construction of the Interstate 10 Eastbound Truck Climbing Lane Project and authorize the Executive Director, or his designee, to execute, subject to supplemental allocation of Trade Corridor Enhancement Program (TCEP) funds by the California Transportation Commission (CTC), and approval as to form by SBCTA General Counsel, or her designee, based on the competitive low bid process in an amount not-to-exceed \$24,926,687.23.

B. Authorize the Executive Director, or his designee, to approve a Contingency amount not-to-exceed \$3,731,253, subject to supplemental allocation of TCEP funds by the CTC, for supplemental costs and contingency.

**Presenter: Paul Melocoton**

**This item has not received prior policy committee or technical advisory committee review. This item is being presented directly to the Board of Directors at its December 6, 2023 meeting pursuant to Contracting and Procurement Policy No. 11000, Section V.B.2.d, as this is a construction contract award to the lowest responsive responsible bidder. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft contract.**

**Discussion - Regional/Subregional Planning**

**31. San Bernardino County Superintendent of Schools Informational Presentation and Update** Pg. 687

Receive a presentation and update by Ted Alejandre, San Bernardino County Superintendent of Schools.

**Presenter: Stacey Morales**

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

## **Discussion - Transit**

### **32. Contract No. 23-1002958 with Enterprise Rent-a-Car Company of Los Angeles for Vanpool Vehicle Provider Services** Pg. 692

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

A. Authorize the Executive Director, or his designee, to finalize negotiations of and, upon General Counsel's approval as to form, execute Contract No. 23-1002958 with Enterprise Rent-a-Car Company of Los Angeles, LLC dba Commute with Enterprise, in the amount of \$3,000,000 for a three-year term effective January 1, 2024 through December 31, 2026, with three one-year options for Vanpool Vehicle Provider Services.

**B. Approve an exception to Contracting and Procurement Policy 11000, to authorize the Executive Director to approve a self-insured retention of \$5,000,000 for Contract No. 23-1002958 with Enterprise Rent-a-Car Company of Los Angeles, LLC dba Commute with Enterprise.**

**Presenter: Nicole Soto**

**This item was reviewed and unanimously recommended for approval by the Transit Committee on November 9, 2023. Recommendation B, in bold font, was added after approval by the Transit Committee. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft agreement.**

### **33. Award Contract No. 24-1003026 for AMF Hydrogen Fuel Upgrade Project: Hydrogen Fuel System** Pg. 742

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

A. Authorize the Executive Director, or his designee, to finalize negotiations of and, upon General Counsel's approval as to form, execute Contract No. 24-1003026 for the Arrow Maintenance Facility Hydrogen Fuel Upgrade Project: Hydrogen Fuel System, to Air Liquide Hydrogen Energy U.S., LLC. (H2E), which includes design, construction, and installation, and possibly a lease-to-own arrangement, as well as three years of maintenance and fuel delivery, for a total not-to-exceed amount of \$9,000,000, as well as two one-year option terms for maintenance and fuel delivery, with a total potential not-to-exceed amount of \$10,975,000.

B. Approve a contingency of 10% of the capital portion of the contract in the amount not-to-exceed \$630,000 for Contract No. 24-1003026 and authorize the Executive Director, or his designee, to release contingency as necessary for the delivery of the hydrogen fueling system.

C. Approve an increase of \$1,014,900 to the previous appropriation of \$3,660,100 in Valley Local Transportation Funds for Contract No. 24-1003026 for the maintenance and fuel delivery, for a total amount of \$4,675,000.

**Presenter: Joy Buenaflor**

**This item has not received prior policy committee or technical advisory committee review. This item is being brought directly to the SBCTA Board of Directors without prior Committee approval to ensure no further delay to the project and have hydrogen fuel available in time for the ZEMU arrival in spring of 2024. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft contract.**

## **Discussion - Council of Governments**

### **34. San Bernardino Council of Governments Assessment & Joint Powers Authority Agreement Pg. 931**

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

Direct staff to develop proposed language to update the assessments method in the San Bernardino Associated Governments' Joint Powers Agreement, for the Board's review and consideration at its January 3, 2024 meeting.

**Presenter: Monique Reza-Arellano**

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

## **Discussion - Regional/Subregional Planning**

### **35. Update to the Climate Pollution Reduction Grants Program Pg. 934**

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

A. Receive a presentation on the Environmental Protection Agency's Climate Pollution Reduction Grants Program.

B. Provide staff with direction on potential San Bernardino County Transportation Authority/San Bernardino Council of Governments partnerships and grant application strategies.

**Presenter: Josh Lee**

**This item has not received prior policy or technical advisory committee review. However, presentations and/or communications are planned with the City/County Manager Technical Advisory Committee and the Planning and Development Technical Forum, representing the planning directors from local jurisdictions in San Bernardino County.**

## **Comments from Board Members**

**Brief Comments from Board Members**

## **Executive Director's Comments**

**Brief Comments from the Executive Director**

## **ADJOURNMENT**

## **Additional Information**

Attendance Pg. 966

Acronym List Pg. 968

## **Agency Reports**

Mobile Source Air Pollution Reduction Review Committee Agency Report Pg. 971

## **Committee Membership**

Representatives on SCAG Committees Pg. 974

Appointments to External Agencies Pg. 975

Committee Membership Pg. 977

## **Mission Statement**

Mission Statement Pg. 983

## **Meeting Procedures and Rules of Conduct**

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

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

**Accesibilidad y asistencia en otros idiomas** - Las instalaciones para las reuniones son accesibles para las personas con discapacidades. Si se necesitan dispositivos de escucha asistida, otras ayudas auxiliares o servicios de asistencia en otros idiomas para participar en la reunión pública, las solicitudes deben ser presentados a la Secretaria de la Junta al no menos de tres (3) días de apertura antes de la reunión de la Junta. La Secretaria esta disponible por teléfono al (909) 884-8276 o por correo electrónico a [clerkoftheboard@gosbcta.com](mailto:clerkoftheboard@gosbcta.com) y la oficina se encuentra en 1170 W. 3<sup>rd</sup> Street, 2nd Floor, San Bernardino, CA.

**Agendas** – All agendas are posted at [www.gosbcta.com/board/meetings-agendas/](http://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. 3<sup>rd</sup> Street, 1st Floor, San Bernardino at least 72 hours in advance of the meeting.

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

**Closed Session Agenda Items** – Consideration of closed session items excludes members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the President of the Board or Committee Chair (“President”) will announce the subject matter of the closed session. If reportable action is taken in closed session, the President shall report the action to the public at the conclusion of the closed session.

**Public Testimony on an Item** – Members of the public are afforded an opportunity to speak on any listed item, except Board agenda items that were previously considered at a Policy Committee meeting where there was an opportunity for public comment. Individuals in attendance at SBCTA who desire to speak on an item may complete and turn in a "Request to Speak" form, specifying each item an individual wishes to speak on. Individuals may also indicate their desire to speak on an agenda item when the President asks for public comment. When recognized by the President, speakers should be prepared to step forward and announce their name for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The President or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations. Any individual who wishes to share written information with the Board may provide copies to the Clerk of the Board for distribution. Information provided as public testimony is not read into

the record by the Clerk. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda. Any consent item that is pulled for discussion shall be treated as a discussion item, allowing further public comment on those items.

**Public Comment** –An opportunity is also provided for members of the public to speak on any subject within the Board’s jurisdiction. Matters raised under “Public Comment” will not be acted upon at that meeting. See, “Public Testimony on an Item,” above.

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

Your cooperation is appreciated!

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

**Attendance.**

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

**Basic Agenda Item Discussion.**

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

**The Vote as specified in the SBCTA Administrative Code and SANBAG Bylaws.**

- Each Member of the Board of Directors shall have one vote. In the absence of the official representative, the Alternate shall be entitled to vote. (Note that Alternates may vote only at meetings of the Board of Directors, Metro Valley Study Session and Mountain/Desert Policy Committee.)

**Amendment or Substitute Motion.**

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

**Call for the Question.**

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

**The Chair.**

- At all times, meetings are conducted in accordance with the Chair’s direction.
- These general practices provide guidelines for orderly conduct.
- From time to time, circumstances may require deviation from general practice (but not from the Brown Act or agency policy).
- Deviation from general practice is at the discretion of the Chair.

**Courtesy and Decorum.**

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

*Adopted By SANBAG Board of Directors January 2008*

*Revised March 2014*

*Revised May 4, 2016*

*Revised June 7, 2023*



# Important Dates to Remember...

## December 2023

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

### SBCTA Meetings – Scheduled:

|  |           |                             |                           |
|--|-----------|-----------------------------|---------------------------|
| General Policy Committee               | Dec 13    | 9:00 am                     | SBCTA Lobby,<br>1st Floor |
| Legislative Policy Committee           | Dec 13    | 9:30 am                     | SBCTA Lobby,<br>1st Floor |
| Transit Committee                      | Dec 14    | 9:00 am                     | SBCTA Lobby,<br>1st Floor |
| Metro Valley Study Session             | Dec 14    | Immediately<br>following TC | SBCTA Lobby,<br>1st Floor |
| I-10/I-15 Corridor Joint Sub-Committee | CANCELLED | ---                         | SBCTA Lobby,<br>1st Floor |
| Mountain/Desert Committee              | Dec 15    | 9:30 am                     | Mojave Desert<br>AQMD     |

### Other Meetings/Events:

|      |  |  |  |
|------|--|--|--|
| None |  |  |  |
|------|--|--|--|

### SBCTA Offices will be CLOSED:

- **December 25, 2023 – January 2, 2024, for the Holidays**

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



## ***Minute Action***

### AGENDA ITEM: 1

***Date:*** December 6, 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:

| <b>Item No.</b> | <b>Contract No.</b> | <b>Principals &amp; Agents</b>  | <b>Subcontractors</b>   |
|-----------------|---------------------|---|---|
| 9               | 23-1002957          | Alliant Insurance Services<br><i>Courtney Ramirez, Senior Vice President</i>        | Kroll, LLC  |
| 10              | 24-1003036-01       | BCA Watson Rice – Western Region, LLP<br><i>Michael de Castro, Managing Partner</i> | None  |
| 13              | 23-1002947          | Royal Coaches Auto Body & Towing<br><i>William Salazar</i>                          | None  |
| 14              | 19-1002005-03       | EXP U.S. Services, Inc.<br><i>Khalil Saba</i>                                       | Converse Consultants<br>David Evans and Associates, Inc.<br>Environmental Science Associates<br>Epic Land Solutions, Inc.<br>Hout Construction Services DBA<br>Hout Engineering<br>Lin Consulting, Inc. |
| 15              | 22-1002762          | TranSystems Corporation<br><i>Ayman Salama</i>                                      | Advanced Civil Technologies<br>Group Delta Consultants, Inc.<br>ICF Jones & Stokes<br>Psomas  |

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

## Board of Directors Agenda Item

December 6, 2023

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| Item No. | Contract No.  | Principals & Agents  | Subcontractors  |
|----------|---------------|--|---|
| 17       | 24-1003070    | California Highway Patrol  | None  |
| 19       | 19-1002203-05 | Trapeze Software Group, Inc.<br><i>Mark Miller</i>   | None  |
|          | 17-1001683-06 | Trapeze Software Group, Inc.<br><i>Mark Miller</i>   | None  |
|          | 24-1003066    | Los Angeles County Metropolitan<br>Transportation Authority  | None  |
|          | 24-1003066    | Orange County Transportation Authority   | None  |
|          | 24-1003066    | Riverside County Transportation<br>Commission  | None  |
|          | 24-1003066    | Ventura County Transportation<br>Commission  | None  |
| 21       | 20-1002310    | Stadler US, Inc.<br><i>Martin Ritter</i>   | None  |
| 22       | Allocation    | Southern California Regional Rail Authority  | None  |
| 24       | N/A           | City of Fontana  | None  |
| 25       | 19-1002202-01 | County of San Bernardino   | None  |
| 30       | 23-1002869    | SEMA Construction, Inc.<br><i>Eric Stepien Sr.</i>   | DC Hubbs Construction<br>Foundation Pile, Inc.<br>Integrity Rebar Placers<br>Full Traffic Maintenance,<br>Inc.<br>Calmex Engineering, Inc.<br>Cooper Engineering, Inc.<br>Cal Stripe, Inc.<br>Chrisp Company<br>All Americal Ashphalt<br>Alcorn Fence Company<br>Stroer & Graff, Inc. |
| 32       | 23-1002958    | Enterprise Rent-a-Car Company of Los<br>Angeles, LLC<br>dba Commute with Enterprise<br><i>Chrissy Taylor</i>       | None  |
| 33       | 24-1003026    | Air Liquide Hydrogen Energy U.S., LLC.<br><i>Mary Kathryn Ellet, President</i><br><i>Cary Cook, Vice President</i> | None  |

Board of Directors Agenda Item  
December 6, 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:***

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Approved  
Board of Directors  
Date: December 6, 2023

Witnessed By:

San Bernardino Council of Governments  
San Bernardino County Transportation Authority

## ***Minute Action***

### AGENDA ITEM: 2

***Date:*** December 6, 2023

***Subject:***

Measure I Revenue

***Recommendation:***

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

***Background:***

Sales tax revenue collections for Measure I 2010 through 2040 began on April 1, 2010. Cumulative total receipts as of September 30, 2023, were \$2,319,923,330.

Included is a summary of the current Measure I receipts by quarter and cumulative total since its inception. The quarterly receipts represent sales tax collection from the previous quarter taxable sales. For example, receipts for July through September represent sales tax collections from April through June.

Measure I revenue for the 2023/2024 Fiscal Year Budget was estimated to be \$257,000,000. Actual Measure I receipts for Fiscal Year 2023/2024 July through September are \$64,368,274, in comparison to \$64,538,748 received during the quarter ending September 2022/2023, with a decrease of 0.26%.

***Financial Impact:***

Measure I revenues for the first quarter of Fiscal Year 2023/2024 were less than prior years' collections.

***Reviewed By:***

This item was received by the General Policy Committee on November 8, 2023.

***Responsible Staff:***

Hilda Flores, Chief Financial Officer

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Approved  
Board of Directors  
Date: December 6, 2023

Witnessed By:

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*Entity: San Bernardino County Transportation Authority*

## Summary of SANBAG Measure I Receipts 2010-2040

| Fiscal Year                         | July-<br>September | October-<br>December | January-<br>March | April- June | Fiscal Year<br>Total | Cumulative Total<br>To Date |
|-------------------------------------|--------------------|----------------------|-------------------|-------------|----------------------|-----------------------------|
| <b>Receipts Prior to FY 2010/11</b> |                    |                      |                   |             |                      | <b>\$7,158,800</b>          |
| <b>Fiscal Year 2010/11</b>          | 28,188,907         | 29,207,950           | 28,808,766        | 29,397,456  | 115,603,079          | <b>\$122,761,879</b>        |
| <b>Fiscal Year 2011/12</b>          | 31,027,319         | 33,547,956           | 32,757,419        | 33,476,051  | 130,808,745          | <b>\$253,570,624</b>        |
| <b>Fiscal Year 2012/13</b>          | 34,279,449         | 35,076,980           | 34,336,570        | 34,309,171  | 138,002,171          | <b>\$391,572,794</b>        |
| <b>Fiscal Year 2013/14</b>          | 35,430,012         | 35,403,641           | 36,843,452        | 35,789,045  | 143,466,150          | <b>\$535,038,944</b>        |
| <b>Fiscal Year 2014/15</b>          | 37,253,007         | 38,007,716           | 38,225,122        | 37,132,591  | 150,618,437          | <b>\$685,657,380</b>        |
| <b>Fiscal Year 2015/16</b>          | 39,298,056         | 40,309,825           | 40,950,261        | 38,929,588  | 159,487,730          | <b>\$845,145,110</b>        |
| <b>Fiscal Year 2016/17</b>          | 41,123,141         | 40,742,242           | 41,465,217        | 39,801,939  | 163,132,539          | <b>\$1,008,277,649</b>      |
| <b>Fiscal Year 2017/18</b>          | 43,117,814         | 42,305,693           | 44,007,900        | 39,149,611  | 168,581,018          | <b>\$1,176,858,666</b>      |
| <b>Fiscal Year 2018/19</b>          | 41,560,927         | 49,358,825           | 46,035,191        | 43,531,556  | 180,486,500          | <b>\$1,357,345,167</b>      |
| <b>Fiscal Year 2019/20</b>          | 46,250,572         | 46,514,574           | 49,729,997        | 35,959,684  | 178,454,827          | <b>\$1,535,799,994</b>      |
| <b>Fiscal Year 2020/21</b>          | 48,366,423         | 51,588,776           | 52,728,566        | 56,391,035  | 209,074,800          | <b>\$1,744,874,794</b>      |
| <b>Fiscal Year 2021/22</b>          | 64,058,781         | 61,231,465           | 64,329,895        | 63,172,838  | 252,792,978          | <b>\$1,997,667,772</b>      |
| <b>Fiscal Year 2022/23</b>          | 64,538,748         | 66,271,275           | 66,140,449        | 60,936,812  | 257,887,284          | <b>\$2,255,555,056</b>      |
| <b>Fiscal Year 2023/24</b>          | 64,368,274         | 0                    | 0                 | 0           | 64,368,274           | <b>\$2,319,923,330</b>      |
| % Increase Over 22/23               | -0.26%             |                      |                   |             |                      |                             |

Attachment: MSI Receipts (10092 : Measure I Revenue - 1st Qtr 2023/2024)

## ***Minute Action***

### AGENDA ITEM: 3

***Date:*** *December 6, 2023*

***Subject:***

Budget to Actual Report for first Quarter Ending September 30, 2023

***Recommendation:***

Receive and file Budget to Actual Report for the first quarter ending September 30, 2023.

***Background:***

The Fiscal Year 2023/2024 Budget for new activity was adopted by the Board of Directors (Board) on June 1, 2023. Budgetary information includes the original and revised budgets and expenditures as of September 30, 2023.

The report is broken down by Fund group and provides a percentage of the budget received or expended through September 30, 2023.

The following is an explanation for significant percentage changes by Fund type:

General Fund

A. Revenues:

1. Measure I Sales Tax revenue is low since July and August receipts pertain to the prior fiscal year.
2. Interest is distributed to the appropriate funds at year-end based on ending cash balances. The positive balance is partially due to a reversal of prior year negative accruals related to fair value adjustment.

B. Expenditures:

1. Expenditures to date are low mainly due to the timing of capital expenditures or program activities.

C. Other Financing Sources:

1. Operating transfers in represent cash transfers to reimburse expenditures funded by the Local Transportation Fund, State Transit Assistance Fund, and State of Good Repair Fund.
2. Operating transfers out are not yet posted for the cash transfers within the General Fund to fund the Indirect Cost Fund.

Federal Highway Fund

A. Revenues:

1. The timing for collection of revenue fluctuates as all federal grants are on a reimbursement basis.

B. Expenditures:

1. Expenditures to date are low mainly due to the timing of capital expenditures, which can take several years.

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

2. Transit is negative due to the prior year accrual reversals being higher than actual expenditures thus far this year.

#### Federal Transit Administration Fund

##### A. Revenues:

1. The timing for collection of revenue fluctuates as all federal grants are on a reimbursement basis.

##### B. Expenditures:

1. Expenditures to date are low mainly due to the timing of capital expenditures, which can take several years.

#### State Highway Fund

##### A. Revenues:

1. The timing for collection of revenue fluctuates as most state grants are on a reimbursement basis.

##### B. Expenditures:

1. Expenditures to date are low mainly due to the timing of capital expenditures, which can take several years.

#### Proposition 1B Fund

##### A. Revenues:

1. The revenue recognition for most Proposition 1B funds is when expenditures are incurred since the funds are received in advance.

##### B. Expenditures:

1. Expenditures to date are low mainly due to the timing of capital expenditures, which can take several years.

#### Local Transportation Fund (LTF)

##### A. Revenues:

1. LTF revenue is low since July and August receipts pertain to the prior fiscal year.
2. The positive investment earnings balance is due to a reversal of prior year negative accruals related to fair value adjustment.

##### B. Expenditures:

1. Expenditures to date represent claims received and paid.

##### C. Other Financing Sources:

1. Operating transfers out are negative due to a reversal of prior year accrual that represent cash transfers to the General Fund to fund administrative, planning and transit activities, and transit projects. These transfers are based on a reimbursement basis.

### State Transit Assistance Fund (STAF)

#### A. Revenues:

1. The timing for recording of revenues fluctuates based on the period of performance upon distribution from the state.
2. The positive investment earnings balance is due to a reversal of prior year negative accruals related to fair value adjustment.

#### B. Expenditures:

1. Expenditures to date are negative due to the prior year accrual reversals being higher than actual claims thus far this year.

#### C. Other Financing Sources:

1. Operating transfers out are negative due to a reversal of prior year accruals that represent cash transfers to the General Fund to fund transit activities, which are based on a reimbursement basis. The amount is negative due to accrual reversals being higher than actual reimbursements thus far.

### Senate Bill 1

#### A. Revenues:

1. The timing for collection of revenue fluctuates as most state grants are on a reimbursement basis.

#### B. Expenditures:

1. Expenditures to date are low mainly due to the timing of capital expenditures, which can take several years.

### Measure I 1990-2010 Fund

#### A. Revenues:

1. Measure I 1990-2010 ended on March 31, 2010, and only interest earnings are accrued based on cash balances.
2. The positive investment earnings balance is due to a reversal of prior year negative accruals related to fair value adjustment.

#### B. Expenditures:

1. Expenditures to date are low mainly due to the timing of capital expenditures, which can take several years.

### Measure I 2010-2040 Fund

#### A. Revenues:

1. Measure I Sales Tax revenue is low since July and August receipts pertain to the prior fiscal year.
2. The positive investment earnings balance is due to a reversal of prior year negative accruals related to fair value adjustment.



**B. Expenditures:**

1. Expenditures to date are low mainly due to the timing of capital expenditures, which can take several years.
2. Expenditures for Commuter and Motorist Assistance are negative due to the prior year accrual reversals being higher than actual claims thus far this year.
3. Funds for the Transit, Project Delivery and Fund Administration programs are encumbered to ensure they are available to pay for the allocations approved by the Board.

**C. Other Financing Sources:**

1. Operating transfers in represent cash transfers from the Enterprise fund for draws on the Transportation Infrastructure Finance Innovation Act (TIFIA) loan.
2. Operating transfers out represent cash transfers to the General Fund to fund the Debt Service Fund to cover debt service expenditures.

**Debt Service Fund****A. Revenues:**

1. Investment earnings fluctuate with the amount of cash held by the trustee due to the timing of debt service payments.

**B. Expenditures:**

1. Expenditures to date are low mainly due to the timing of debt service payments.

**C. Other Financing Sources:**

1. Transfers in represent cash transfers from the Measure I funds to cover debt service expenditures.

**Capital Projects Fund****A. Revenues:**

1. The timing for collection of revenue fluctuates as most projects are funded on a reimbursement basis.
2. The positive investment earnings balance is due to a reversal of prior year negative accruals related to fair value adjustment.

**B. Expenditures:**

1. Expenditures to date are low mainly due to the timing of capital expenditures, which can take several years.
2. Funds for the Transit and Project Delivery programs are encumbered to ensure they are available to pay for the allocations approved by the Board.

**C. Other Financing Sources:**

1. Operating transfers in represent cash transfers resulting from transfers within the West Valley Connector project to reflect the proper funding allocation.
2. Operating transfers out represent cash transfers to close out the Redlands Passenger Rail project.

Nonmajor Governmental Funds – Excluding Council of Governments

## A. Revenues:

1. The timing for collection of revenue fluctuates as most of the state grants are on a reimbursement basis.
2. The positive investment earnings balance is due to a reversal of prior year negative accruals related to fair value adjustment.

## B. Expenditures:

1. Expenditures to date are low mainly due to the timing of capital expenditures, which can take several years.

## C. Other Financing Sources:

1. Operating transfers out are not yet posted for the cash transfers to fund the Indirect Cost Fund.

Council of Governments Fund

## A. Revenues:

1. The timing for collection of revenue fluctuates as this program is mostly funded on a reimbursement basis.
2. The positive investment earnings and miscellaneous balance is due to a reversal of prior year negative accruals related to fair value adjustment.

## B. Expenditures:

1. Expenditures to date are low mainly due to the timing of program activities.
2. Regional & Subregional Planning is negative due to the prior year accrual reversals being higher than actual expenditures thus far this year.

## C. Other Financing Sources:

1. Operating transfers in represent cash transfers to adjust funding allocations to optimize funding.
2. Operating transfers out are not yet posted for the cash transfers to fund the Indirect Cost Fund. The small amount posted is to adjust funding allocations to optimize funding.

Enterprise Fund

## A. Revenues:

1. Express Lanes Operations expected to commence by April 1, 2024.

## B. Expenditures:

1. Express Lanes Operations is negative due to the prior year accrual reversals being higher than actual expenditures thus far this year.

## C. Other Financing Sources:

1. Operating transfers out represent cash transfers to the Measure I-Freeway Fund for draws on the Transportation Infrastructure Finance Innovation Act (TIFIA) loan.

***Financial Impact:***

This item reports the status of expenditures against budget and imposes no financial impact on the Fiscal Year 2023/2024 Budget.

Board of Directors Agenda Item  
December 6, 2023  
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***Reviewed By:***

This item was received by the General Policy Committee on November 8, 2023.

***Responsible Staff:***

Hilda Flores, Chief Financial Officer

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Approved  
Board of Directors  
Date: December 6, 2023

Witnessed By:

San Bernardino Council of Governments  
San Bernardino County Transportation Authority

**Fiscal Year 2023-2024  
First Quarter Budget to Actual Report  
September 30, 2023**

|  | 2023-2024<br>Original<br>Budget | Amendments  | 2023-2024<br>Revised<br>Budget | Actual Revenues<br>& Expenditures<br>to Date | Encumbrances | Balance     | % of Budget<br>Remaining for<br>Expenditures |
|--|---------------------------------|-------------|--------------------------------|--|--------------|-------------|--|
| <b>GENERAL FUND</b>  |                                 |             |                                |  |              |             |  |
| <b>Revenues</b>  |                                 |             |                                |  |              |             |  |
| Sales Tax-MSI  | 2,570,000                       | -           | 2,570,000                      | 200,530                                      | -            | 2,369,470   |  |
| Charges for Services   | 263,000                         | -           | 263,000                        | 147,206                                      | -            | 115,794     |  |
| Investment Earnings  | 367,000                         | -           | 367,000                        | 4,289,523                                    | -            | (3,922,523) |  |
| Miscellaneous  | -                               | -           | -                              | 169  | -            | (169)       |  |
| Total Revenues   | 3,200,000                       | -           | 3,200,000                      | 4,637,428                                    | -            | (1,437,428) |  |
| <b>Expenditures</b>  |                                 |             |                                |  |              |             |  |
| General Government   | 13,412,249                      | -           | 13,412,249                     | 2,319,623                                    | 911,450      | 10,181,176  | 75.91%                                       |
| Regional & Subregional Planning  | 1,496,648                       | -           | 1,496,648                      | 94,056                                       | -            | 1,402,592   | 93.72%                                       |
| Transit  | 85,815,590                      | 5,999,808   | 91,815,398                     | 15,428,491                                   | 531,157      | 75,855,750  | 82.62%                                       |
| Project Delivery   | 441,697                         | -           | 441,697                        | 216  | -            | 441,481     | 99.95%                                       |
| Fund Administration  | 692,162                         | -           | 692,162                        | 76,669                                       | -            | 615,493     | 88.92%                                       |
| Total Expenditures   | 101,858,346                     | 5,999,808   | 107,858,154                    | 17,919,055                                   | 1,442,607    | 88,496,492  | 82.05%                                       |
| <b>Other Financing Sources</b>   |                                 |             |                                |  |              |             |  |
| Transfers in   | 99,002,219                      | -           | 99,002,219                     | 5,154,925                                    | -            | 93,847,294  | 94.79%                                       |
| Transfers out  | (431,940)                       | -           | (431,940)                      | -  | -            | (431,940)   | 100.00%                                      |
| Total Other Financing Sources  | 98,570,279                      | -           | 98,570,279                     | 5,154,925                                    | -            | 93,415,354  | 94.77%                                       |
| Revenues Over (Under) Expenditures   | (88,067)                        | (5,999,808) | (6,087,875)                    | (8,126,702)                                  | -            | 3,481,434   |  |
| Note: Transfers in are from LTF, STA, and SGR revenue for budget purposes. The comprehensive annual financial report accounts for the activity in the individual funds of LTF, STA, and SGR, not the general fund. |                                 |             |                                |  |              |             |  |
| <b>FEDERAL HIGHWAY FUND</b>  |                                 |             |                                |  |              |             |  |
| <b>Revenues</b>  |                                 |             |                                |  |              |             |  |
| Intergovernmental  | 178,943,595                     | 1,000,000   | 179,943,595                    | 5,900,000                                    | -            | 174,043,595 |  |
| Investment Earnings  | 2,546,000                       | -           | 2,546,000                      | -  | -            | 2,546,000   |  |
| Total Revenues   | 181,489,595                     | 1,000,000   | 182,489,595                    | 5,900,000                                    | -            | 176,589,595 |  |
| <b>Expenditures</b>  |                                 |             |                                |  |              |             |  |
| Regional & Subregional Planning  | -                               | 1,000,000   | 1,000,000                      | -  | -            | 1,000,000   | 0.00%  |
| Transit  | 1,686,932                       | -           | 1,686,932                      | (849,860)                                    | -            | 2,536,792   | 150.38%                                      |
| Project Delivery   | 179,802,663                     | -           | 179,802,663                    | 1,293,603                                    | -            | 178,509,060 | 99.28%                                       |
| Total Expenditures   | 181,489,595                     | 1,000,000   | 182,489,595                    | 443,743                                      | -            | 182,045,852 | 99.76%                                       |
| Revenues Over (Under) Expenditures   | -                               | -           | -                              | 5,456,257                                    | -            | (5,456,257) |  |
| <b>FEDERAL TRANSIT ADMINISTRATION FUND</b>   |                                 |             |                                |  |              |             |  |
| <b>Revenues</b>  |                                 |             |                                |  |              |             |  |
| Intergovernmental  | 32,625,062                      | -           | 32,625,062                     | -  | -            | 32,625,062  |  |
| Total Revenues   | 32,625,062                      | -           | 32,625,062                     | -  | -            | 32,625,062  |  |
| <b>Expenditures</b>  |                                 |             |                                |  |              |             |  |
| Transit  | 32,625,062                      | -           | 32,625,062                     | 536,205                                      | -            | 32,088,857  | 98.36%                                       |
| Total Expenditures   | 32,625,062                      | -           | 32,625,062                     | 536,205                                      | -            | 32,088,857  | 98.36%                                       |
| Revenues Over (Under) Expenditures   | -                               | -           | -                              | (536,205)                                    | -            | 536,205     |  |

Attachment: Budget to Actual 1st Qtr 2024 (10093 : Budget to Actual Report - 1st Qtr. 2023/2024)

**Fiscal Year 2023-2024**  
**First Quarter Budget to Actual Report**  
**September 30, 2023**

|                                      | 2023-2024<br>Original<br>Budget | Amendments | 2023-2024<br>Revised<br>Budget | Actual Revenues<br>& Expenditures<br>to Date | Encumbrances | Balance      | % of Budget<br>Remaining for<br>Expenditures |
|--------------------------------------|---------------------------------|------------|--------------------------------|--|--------------|--------------|--|
| <b>STATE HIGHWAY FUND</b>            |                                 |            |                                |  |              |              |  |
| <b>Revenues</b>                      |                                 |            |                                |  |              |              |  |
| Intergovernmental                    | 83,359,106                      | -          | 83,359,106                     | -  | -            | 83,359,106   |  |
| Total Revenues                       | 83,359,106                      | -          | 83,359,106                     | -  | -            | 83,359,106   |  |
| <b>Expenditures</b>                  |                                 |            |                                |  |              |              |  |
| General Government                   | 10,132                          | -          | 10,132                         | -  | -            | 10,132       | 100.00%                                      |
| Regional & Subregional Planning      | 270,774                         | -          | 270,774                        | 44,633                                       | -            | 226,141      | 83.52%                                       |
| Transit                              | 9,507,353                       | -          | 9,507,353                      | (12,600)                                     | -            | 9,519,953    | 100.13%                                      |
| Project Delivery                     | 72,783,753                      | -          | 72,783,753                     | 3,827,604                                    | -            | 68,956,149   | 94.74%                                       |
| Fund Administration                  | 787,094                         | -          | 787,094                        | 134,367                                      | -            | 652,727      | 82.93%                                       |
| Total Expenditures                   | 83,359,106                      | -          | 83,359,106                     | 3,994,004                                    | -            | 79,365,102   | 95.21%                                       |
| Revenues Over (Under) Expenditures   | -                               | -          | -                              | (3,994,004)                                  | -            | 3,994,004    |  |
| <b>PROPOSITION 1B FUND</b>           |                                 |            |                                |  |              |              |  |
| <b>Revenues</b>                      |                                 |            |                                |  |              |              |  |
| Intergovernmental                    | 4,677,540                       | -          | 4,677,540                      | -  | -            | 4,677,540    |  |
| Total Revenues                       | 4,677,540                       | -          | 4,677,540                      | -  | -            | 4,677,540    |  |
| <b>Expenditures</b>                  |                                 |            |                                |  |              |              |  |
| Project Delivery                     | 4,677,540                       | -          | 4,677,540                      | 457,923                                      | -            | 4,219,617    | 90.21%                                       |
| Total Expenditures                   | 4,677,540                       | -          | 4,677,540                      | 457,923                                      | -            | 4,219,617    | 90.21%                                       |
| Revenues Over (Under) Expenditures   | -                               | -          | -                              | (457,923)                                    | -            | 457,923      |  |
| <b>LOCAL TRANSPORTATION FUND</b>     |                                 |            |                                |  |              |              |  |
| <b>Revenues</b>                      |                                 |            |                                |  |              |              |  |
| Sales Tax-LTF                        | 150,157,833                     | -          | 150,157,833                    | 11,801,108                                   | -            | 138,356,725  |  |
| Investment Earnings                  | 6,000,000                       | -          | 6,000,000                      | 6,268,541                                    | -            | (268,541)    |  |
| Total Revenues                       | 156,157,833                     | -          | 156,157,833                    | 18,069,649                                   | -            | 138,088,184  |  |
| <b>Expenditures</b>                  |                                 |            |                                |  |              |              |  |
| Transit                              | 139,640,000                     | -          | 139,640,000                    | 31,107,706                                   | 108,885      | 108,423,409  | 77.64%                                       |
| Total Expenditures                   | 139,640,000                     | -          | 139,640,000                    | 31,107,706                                   | 108,885      | 108,423,409  | 77.64%                                       |
| <b>Other Financing Sources</b>       |                                 |            |                                |  |              |              |  |
| Transfers out                        | (34,151,952)                    | -          | (34,151,952)                   | 777,235                                      | -            | (34,929,187) | 102.28%                                      |
| Total Other Financing Sources        | (34,151,952)                    | -          | (34,151,952)                   | 777,235                                      | -            | (34,929,187) | 102.28%                                      |
| Revenues Over (Under) Expenditures   | (17,634,119)                    | -          | (17,634,119)                   | (12,260,822)                                 | (108,885)    | (5,264,412)  |  |
| <b>STATE TRANSIT ASSISTANCE FUND</b> |                                 |            |                                |  |              |              |  |
| <b>Revenues</b>                      |                                 |            |                                |  |              |              |  |
| Intergovernmental                    | 34,688,509                      | -          | 34,688,509                     | 9,739,833                                    | -            | 24,948,676   |  |
| Investment Earnings                  | 2,513,000                       | -          | 2,513,000                      | 2,324,693                                    | -            | 188,307      |  |
| Total Revenues                       | 37,201,509                      | -          | 37,201,509                     | 12,064,526                                   | -            | 25,136,983   |  |
| <b>Expenditures</b>                  |                                 |            |                                |  |              |              |  |
| Transit                              | 27,324,081                      | -          | 27,324,081                     | (6,896,984)                                  | -            | 34,221,065   | 125.24%                                      |
| Total Expenditures                   | 27,324,081                      | -          | 27,324,081                     | (6,896,984)                                  | -            | 34,221,065   | 125.24%                                      |
| <b>Other Financing Sources</b>       |                                 |            |                                |  |              |              |  |
| Transfers out                        | (56,892,617)                    | -          | (56,892,617)                   | 2,038,960                                    | -            | (58,931,577) | 103.58%                                      |
| Total Other Financing Sources        | (56,892,617)                    | -          | (56,892,617)                   | 2,038,960                                    | -            | (58,931,577) | 103.58%                                      |
| Revenues Over (Under) Expenditures   | (47,015,189)                    | -          | (47,015,189)                   | 21,000,470                                   | -            | (68,015,659) |  |

Note: Intergovernmental revenue (from State Transit Assistance) is net of the amount allocated to SBCTA and accounted for in the General Fund.

Attachment: Budget to Actual 1st Qtr 2024 (10093 : Budget to Actual Report - 1st Qtr. 2023/2024)

**Fiscal Year 2023-2024**  
**First Quarter Budget to Actual Report**  
**September 30, 2023**

|   | 2023-2024<br>Original<br>Budget | Amendments | 2023-2024<br>Revised<br>Budget | Actual Revenues<br>& Expenditures<br>to Date | Encumbrances | Balance       | % of Budget<br>Remaining for<br>Expenditures |
|---|---------------------------------|------------|--------------------------------|--|--------------|---------------|--|
| <b>SENATE BILL 1 Fund</b>               |                                 |            |                                |  |              |               |  |
| <b>Revenues</b>                         |                                 |            |                                |  |              |               |  |
| Intergovernmental                       | 98,341,150                      | -          | 98,341,150                     | -  | -            | 98,341,150    |  |
| Total Revenues                          | 98,341,150                      | -          | 98,341,150                     | -  | -            | 98,341,150    |  |
| <b>Expenditures</b>                     |                                 |            |                                |  |              |               |  |
| Commuter and Motorist Assistance        | 2,576,431                       | -          | 2,576,431                      | 352,843                                      | -            | 2,223,588     | 13.70%                                       |
| Regional & Subregional Planning Program | 550,000                         | -          | 550,000                        | -  | -            | 550,000       | 0.00%  |
| Transit                                 | 47,979,494                      | -          | 47,979,494                     | -  | -            | 47,979,494    | 100.00%                                      |
| Major Project Delivery                  | 47,235,225                      | -          | 47,235,225                     | 5,021,240                                    | -            | 42,213,985    | 10.63%                                       |
| Total Expenditures                      | 98,341,150                      | -          | 98,341,150                     | 5,374,083                                    | -            | 92,967,067    | 94.54%                                       |
| Revenues Over (Under) Expenditures      | -                               | -          | -                              | (5,374,083)                                  | -            | 5,374,083     |  |
| <b>MEASURE I 1990-2010 FUND</b>         |                                 |            |                                |  |              |               |  |
| <b>Revenues</b>                         |                                 |            |                                |  |              |               |  |
| Investment Earnings                     | 121,000                         | -          | 121,000                        | 33,495                                       | -            | 87,505        |  |
| Total Revenues                          | 121,000                         | -          | 121,000                        | 33,495                                       | -            | 87,505        |  |
| <b>Expenditures</b>                     |                                 |            |                                |  |              |               |  |
| Project Delivery                        | 1,156,040                       | -          | 1,156,040                      | 88,799                                       | -            | 1,067,241     | 92.32%                                       |
| Total Expenditures                      | 1,156,040                       | -          | 1,156,040                      | 88,799                                       | -            | 1,067,241     | 92.32%                                       |
| Revenues Over (Under) Expenditures      | (1,035,040)                     | -          | (1,035,040)                    | (55,304)                                     | -            | (979,736)     |  |
| <b>MEASURE I 2010-2040 FUND</b>         |                                 |            |                                |  |              |               |  |
| <b>Revenues</b>                         |                                 |            |                                |  |              |               |  |
| Sales Tax-MSI                           | 254,430,000                     | -          | 254,430,000                    | 19,852,500                                   | -            | 234,577,500   |  |
| Investment Earnings                     | 9,149,000                       | -          | 9,149,000                      | 4,074,926                                    | -            | 5,074,074     |  |
| Total Revenues                          | 263,579,000                     | -          | 263,579,000                    | 23,927,426                                   | -            | 239,651,574   |  |
| <b>Expenditures</b>                     |                                 |            |                                |  |              |               |  |
| General Government                      | 1,264,812                       | -          | 1,242,680                      | 179,512                                      | -            | 1,063,168     | 85.55%                                       |
| Environment and Energy Conservation     | 270,051                         | -          | 270,051                        | 5,399  | -            | 264,652       | 98.00%                                       |
| Commuter and Motorist Assistance        | 904,784                         | -          | 904,784                        | (2,638)                                      | -            | 907,422       | 100.29%                                      |
| Regional & Subregional Planning         | 1,354,868                       | -          | 1,354,868                      | 87,402                                       | -            | 1,267,466     | 93.55%                                       |
| Transit                                 | 59,640,893                      | -          | 59,640,893                     | 7,466,946                                    | 53,030       | 52,120,917    | 87.39%                                       |
| Project Delivery                        | 204,210,510                     | -          | 204,210,510                    | 1,940,654                                    | 406,324      | 201,863,532   | 98.85%                                       |
| Fund Administration                     | 159,288,275                     | -          | 159,288,275                    | 5,293,448                                    | 749,000      | 153,245,827   | 96.21%                                       |
| Total Expenditures                      | 426,934,193                     | -          | 426,912,061                    | 14,970,723                                   | 1,208,354    | 410,732,984   | 96.21%                                       |
| <b>Other Financing Sources</b>          |                                 |            |                                |  |              |               |  |
| Transfers in                            | 62,662,439                      | -          | 62,662,439                     | 27,769,587                                   | -            | 34,892,852    | 55.68%                                       |
| Transfers out                           | (19,835,366)                    | -          | (19,835,366)                   | (2,207,819)                                  | -            | (17,627,547)  | 88.87%                                       |
| Total Other Financing Sources           | 42,827,073                      | -          | 42,827,073                     | 25,561,768                                   | -            | 17,265,305    | 40.31%                                       |
| Revenues Over (Under) Expenditures      | (120,528,120)                   | -          | (120,505,988)                  | 34,518,471                                   | (1,208,354)  | (153,816,105) |  |

Note: Sales tax - MSI is net of the 1% for Measure I Administration and accounted for in the General Fund.

Attachment: Budget to Actual 1st Qtr 2024 (10093 : Budget to Actual Report - 1st Qtr. 2023/2024)

**Fiscal Year 2023-2024**  
**First Quarter Budget to Actual Report**  
**September 30, 2023**

|  | 2023-2024<br>Original<br>Budget | Amendments | 2023-2024<br>Revised<br>Budget | Actual Revenues<br>& Expenditures<br>to Date | Encumbrances | Balance     | % of Budget<br>Remaining for<br>Expenditures |
|--|---------------------------------|------------|--------------------------------|--|--------------|-------------|--|
| <b>DEBT SERVICE FUND</b>   |                                 |            |                                |  |              |             |  |
| <b>Revenues</b>  |                                 |            |                                |  |              |             |  |
| Investment Earnings  | 303,000                         | -          | 303,000                        | 33,125                                       | -            | 269,875     |  |
| Total Revenues   | 303,000                         | -          | 303,000                        | 33,125                                       | -            | 269,875     |  |
| <b>Expenditures</b>  |                                 |            |                                |  |              |             |  |
| Debt Service   | 13,418,420                      | -          | 13,418,420                     | 6,050  | -            | 13,412,370  | 99.95%                                       |
| Total Expenditures   | 13,418,420                      | -          | 13,418,420                     | 6,050  | -            | 13,412,370  | 99.95%                                       |
| <b>Other Financing Sources</b>   |                                 |            |                                |  |              |             |  |
| Operating Transfers In   | 13,418,420                      | -          | 13,418,420                     | 2,207,819                                    | -            | 11,210,601  | 83.55%                                       |
| Total Other Financing Sources  | 13,418,420                      | -          | 13,418,420                     | 2,207,819                                    | -            | 11,210,601  | 83.55%                                       |
| Revenues Over (Under) Expenditures   | 303,000                         | -          | 303,000                        | 2,234,894                                    | -            | (1,931,894) |  |
| <b>CAPITAL PROJECTS FUND</b>   |                                 |            |                                |  |              |             |  |
| <b>Revenues</b>  |                                 |            |                                |  |              |             |  |
| Intergovernmental  | 31,346,757                      | -          | 31,346,757                     | -  | -            | 31,346,757  |  |
| Investment Earnings  | 609,000                         | -          | 609,000                        | 257,612                                      | -            | 351,388     |  |
| Miscellaneous  | 2,695,900                       | -          | 2,695,900                      | -  | -            | 2,695,900   |  |
| Total Revenues   | 34,651,657                      | -          | 34,651,657                     | 257,612                                      | -            | 34,394,045  |  |
| <b>Expenditures</b>  |                                 |            |                                |  |              |             |  |
| Environment and Energy Conservation  | 657,500                         | -          | 657,500                        | -  | -            | 657,500     | 100.00%                                      |
| Commuter and Motorist Assistance   | 1,079,349                       | -          | 1,079,349                      | 21,742                                       | -            | 1,057,607   | 97.99%                                       |
| Regional & Subregional Planning  | 301,255                         | -          | 301,255                        | -  | -            | 301,255     | 100.00%                                      |
| Transit  | 2,367,760                       | (1,943)    | 2,365,817                      | 634,232                                      | 47,232       | 1,684,354   | 71.20%                                       |
| Project Delivery   | 27,353,151                      | -          | 27,353,151                     | 1,227,045                                    | 148,980      | 25,977,126  | 94.97%                                       |
| Fund Administration  | 1,627,298                       | -          | 1,627,298                      | -  | -            | 1,627,298   | 100.00%                                      |
| Total Expenditures   | 33,386,313                      | (1,943)    | 33,384,370                     | 1,883,019                                    | 196,212      | 31,305,139  | 93.77%                                       |
| <b>Other Financing Sources</b>   |                                 |            |                                |  |              |             |  |
| Operating Transfers in   | -                               | -          | -                              | 135  | -            | (135)       | 0.00%  |
| Operating Transfers out  | -                               | (25,000)   | (25,000)                       | (6,943)                                      | -            | (18,057)    | 0.00%  |
| Total Other Financing Sources  | -                               | (25,000)   | (25,000)                       | -  | -            | (18,192)    | 0.00%  |
| Revenues Over (Under) Expenditures   | 1,265,344                       | (23,057)   | 1,242,287                      | (1,625,407)                                  | (196,212)    | 3,070,714   |  |
| <b>NONMAJOR GOVERNMENTAL FUNDS - EXCLUDING COUNCIL OF GOVERNMENTS FUND</b> |                                 |            |                                |  |              |             |  |
| <b>Revenues</b>  |                                 |            |                                |  |              |             |  |
| Intergovernmental  | 8,342,792                       | -          | 8,342,792                      | -  | -            | 8,342,792   |  |
| Charges for Services   | 7,500                           | -          | 7,500                          | -  | -            | 7,500       |  |
| Investment Earnings  | 118,000                         | -          | 118,000                        | 36,734                                       | -            | 81,266      |  |
| Miscellaneous  | 45,720                          | -          | 45,720                         | -  | -            | 45,720      |  |
| Total Revenues   | 8,514,012                       | -          | 8,514,012                      | 36,734                                       | -            | 8,477,278   |  |
| <b>Expenditures</b>  |                                 |            |                                |  |              |             |  |
| General Government   | 342,600                         | -          | 364,730                        | 8,607  | 1,000        | 355,123     | 97.37%                                       |
| Commuter and Motorist Assistance   | 3,315,015                       | -          | 3,315,015                      | 306,884                                      | 28,628       | 2,979,503   | 89.88%                                       |
| Regional & Subregional Planning  | 941,565                         | -          | 941,565                        | -  | -            | 941,565     | 100.00%                                      |
| Transit  | 2,012,700                       | -          | 2,012,700                      | 743  | -            | 2,011,957   | 99.96%                                       |
| Total Expenditures   | 6,611,880                       | -          | 6,634,010                      | 316,234                                      | 29,628       | 6,288,148   | 94.79%                                       |
| <b>Other Financing Sources</b>   |                                 |            |                                |  |              |             |  |
| Transfers out  | (440,205)                       | -          | (440,205)                      | -  | -            | (440,205)   | 100.00%                                      |
| Total Other Financing Sources  | (440,205)                       | -          | (440,205)                      | -  | -            | (440,205)   | 100.00%                                      |
| Revenues Over (Under) Expenditures   | 1,461,927                       | -          | 1,439,797                      | (279,500)                                    | (29,628)     | 1,748,925   |  |

Attachment: Budget to Actual 1st Qtr 2024 (10093 : Budget to Actual Report - 1st Qtr. 2023/2024)

**Fiscal Year 2023-2024**  
**First Quarter Budget to Actual Report**  
**September 30, 2023**

|                                    | 2023-2024<br>Original<br>Budget | Amendments | 2023-2024<br>Revised<br>Budget | Actual Revenues<br>& Expenditures<br>to Date | Encumbrances | Balance      | % of Budget<br>Remaining for<br>Expenditures |
|------------------------------------|---------------------------------|------------|--------------------------------|--|--------------|--------------|--|
| <b>COUNCIL OF GOVERNMENTS FUND</b> |                                 |            |                                |  |              |              |  |
| <b>Revenues</b>                    |                                 |            |                                |  |              |              |  |
| Intergovernmental                  | 1,196,811                       | -          | 1,426,811                      | -  | -            | 1,426,811    |  |
| Special Assessments                | 404,291                         | -          | 404,291                        | -  | -            | 404,291      |  |
| Investment Earnings                | 25,000                          | -          | 25,000                         | 10,884                                       | -            | 14,116       |  |
| Miscellaneous                      | -                               | -          | -                              | 24,176                                       | -            | (24,176)     |  |
| Total Revenues                     | 1,626,102                       | -          | 1,856,102                      | 35,060                                       | -            | 1,821,042    |  |
| <b>Expenditures</b>                |                                 |            |                                |  |              |              |  |
| General Government                 | -                               | -          | -                              | 133  | -            | (133)        | 0.00%  |
| Regional & Subregional Planning    | -                               | -          | -                              | (1,800)                                      | -            | 1,800        | 0.00%  |
| Council of Governments             | 1,461,533                       | -          | 1,691,533                      | 123,004                                      | -            | 1,568,529    | 92.73%                                       |
| Total Expenditures                 | 1,461,533                       | -          | 1,691,533                      | 121,337                                      | -            | 1,570,196    | 92.83%                                       |
| <b>Other Financing Sources</b>     |                                 |            |                                |  |              |              |  |
| Transfers in                       | -                               | -          | -                              | 64   | -            | (64)         | 0.00%  |
| Transfers out                      | (476,216)                       | -          | (476,216)                      | (244)  | -            | (475,972)    | 99.95%                                       |
| Total Other Financing Sources      | (476,216)                       | -          | (476,216)                      | (180)  | -            | (476,036)    | 99.96%                                       |
| Revenues Over (Under) Expenditures | (311,647)                       | -          | (311,647)                      | (86,457)                                     | -            | (225,190)    |  |
| <b>ENTERPRISE FUND</b>             |                                 |            |                                |  |              |              |  |
| <b>Revenues</b>                    |                                 |            |                                |  |              |              |  |
| Toll Revenues                      | 6,914,000                       | -          | 6,914,000                      | -  | -            | 6,914,000    |  |
| Total Revenues                     | 6,914,000                       | -          | 6,914,000                      | -  | -            | 6,914,000    |  |
| <b>Expenditures</b>                |                                 |            |                                |  |              |              |  |
| Express Lanes Operation            | 7,633,045                       | -          | 7,633,045                      | (60,000)                                     | -            | 7,693,045    | -0.79%                                       |
| Total Expenditures                 | 7,633,045                       | -          | 7,633,045                      | (60,000)                                     | -            | 7,693,045    | 0.00%  |
| <b>Other Financing Sources</b>     |                                 |            |                                |  |              |              |  |
| Transfers out                      | (62,854,782)                    | -          | (62,854,782)                   | (27,762,778)                                 | -            | (35,092,004) | -  |
| Total Other Financing Sources      | (62,854,782)                    | -          | (62,854,782)                   | (27,762,778)                                 | -            | (35,092,004) | 0.00%  |
| Revenues Over (Under) Expenditures | (70,487,827)                    | -          | (70,487,827)                   | (27,702,778)                                 | -            | (42,785,049) |  |

Attachment: Budget to Actual 1st Qtr 2024 (10093 : Budget to Actual Report - 1st Qtr. 2023/2024)



## ***Minute Action***

### AGENDA ITEM: 4

***Date:*** December 6, 2023

***Subject:***

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

***Recommendation:***

Receive and file Change Order Report.

***Background:***

San Bernardino County Transportation Authority has two ongoing construction contracts and two vehicle procurement contracts related to Transit and Rail Programs.

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. for the RPRP Mainline Contract has had no CCOs executed since the last report.

C. Contract No. 19-1002070 with Granite Construction Company for the RPRP 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 2023/2024 Budget.

***Reviewed By:***

This item was received by the Transit Committee on November 9, 2023.

***Responsible Staff:***

Victor Lopez, Director of Transit & Rail Programs

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Approved  
Board of Directors  
Date: December 6, 2023

Witnessed By:

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*Entity: San Bernardino County Transportation Authority*

| <b>Transit and Rail Programs Contracts<br/>Executed Change Orders</b>                    |                       |                 |
|--|-----------------------|-----------------|
| <b>Number</b>  | <b>Description</b>    | <b>Amount</b>   |
| <b>RPRP - Vehicle Procurement Stadler (16-1001531)</b>                                   |                       |                 |
|  | CCO Total             | \$1,232,746.83  |
|  | Approved Contingency  | \$2,070,508.00  |
|  | Remaining Contingency | \$837,761.17    |
|  |                       |                 |
| <b>RPRP- Mainline Construction Flatiron West, Inc (17-1001705)</b>                       |                       |                 |
|  | CCO Total             | \$24,580,968.81 |
|  | Approved Contingency  | \$24,634,814.59 |
|  | Remaining Contingency | \$53,845.78     |
|  |                       |                 |
| <b>RPRP - Arrow Maintenance Facility (AMF) Granite Construction Company (19-1002070)</b> |                       |                 |
|  |                       |                 |
|  | CCO Total             | \$6,090,256.39  |
|  | Approved Contingency  | \$8,363,400.00  |
|  | Remaining Contingency | \$2,273,143.61  |
|  |                       |                 |
| <b>ZEMU- Vehicle Procurement Stadler (20-1002310)</b>                                    |                       |                 |
|  | CCO Total             | \$48,942.00     |
|  | Approved Contingency  | \$500,000.00    |
|  | Remaining Contingency | \$451,058.00    |

## ***Minute Action***

### AGENDA ITEM: 5

***Date:*** December 6, 2023

***Subject:***

Project Delivery Contract Change Orders to On-Going Contracts

***Recommendation:***

Receive and file Change Order Report.

***Background:***

San Bernardino County Transportation Authority (SBCTA) Department of Project Delivery has 15 on-going construction contracts, of which four have had Construction Change Orders (CCO) approved since the last reporting to the Board of Directors Metro Valley Study Session on October 12, 2023. The CCOs are listed below:

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

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

- 1) CCO 16.3: Removal of buried man-made objects, additional funds. (\$80,000)
- 2) CCO 61.2: Revised concrete stamp. (-\$135)
- 3) CCO 96.1: Repair bridge expansion joint spalls. (\$37,826.07)
- 4) CCO 97.1: Additional cold mill and overlay of existing median shoulder. (\$3,654.64)
- 5) CCO 99: Additional work based on California Department of Transportation (Caltrans) safety review. (\$60,000)

C. Contract No. 19-1002196 with Security Paving Company, Inc., for Central Avenue Improvements Project at SR 60:

- 1) CCO 5.1: Maintain traffic per supplemental funds provided. (\$40,000)
- 2) CCO 5.2: Maintain traffic per supplemental funds provided. (\$40,000)
- 3) CCO 8.1: Establish dispute review board. (\$12,000)
- 4) CCO 9: Removal of buried man-made objects. (\$9,000)
- 5) CCO 15.1: Traffic handling plan revision. (\$15,000)
- 6) CCO 19.1: Soil nail wall design change. (\$10,000)
- 7) CCO 24: Modified traffic controllers. (\$4,234)

*Entity: San Bernardino County Transportation Authority*

8) CCO 26: Modify the northwest corner of U-Grill Korean BBQ and Denny's driveway. (\$40,000)

9) CCO 37: Place polyester concrete instead of jointed plain concrete pavement. (\$30,000)

10) CCO 39: Modify asphalt paving limits. (\$26,849)

11) CCO 41: Regrade track and compact slope behind retaining walls. (\$50,000)

12) CCO 42: Remove and replace existing bridge chain link fence per standard specifications. (\$159,340)

13) CCO 43: Fabricate, furnish and install bridge fence. (\$27,000)

D. Contract No. 17-1001678 with Griffith Company, for Interstate 215 (I-215) Segments 1 and 3 Landscape Replacement Project: There are no newly executed CCOs since last report.

E. Contract No. 17-1001614 with Diversified Landscape Company, for I-215 Segment 2 Landscape Replacement Project: There are no newly executed CCOs since last report.

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

G. Contract No. 17-1001599 with Lane-Security Paving Joint Venture, for Interstate 10 (I-10) Corridor Contract 1 Design Build Contract: There are no newly executed CCOs since last report.

H. Contract 18-1001967 with C.A. Rasmussen, Inc., for US 395 Phase I Widening Project: There are no newly executed CCOs since last report.

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

J. Contract No. 18-1001966 with Traylor-Granite Joint Venture, for Mount Vernon Avenue Viaduct Project Design Build: There are no newly executed CCOs since last report.

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

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

M. Contract No. 22-1002784 with Security Paving Company, Inc., for I-10 Cedar Avenue Improvement Project:

1) CCO 23: Unsheltered encampment and illegal dumping cleanup. (\$50,000)

2) CCO 24: Temporary water diversion system. (\$30,000)

3) CCO 27: Removal of existing wall using prescribed method. (\$27,500)

## Board of Directors Agenda Item

December 6, 2023

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N. Contract 19-1002073 with Mariposa Landscapes, Inc., for SR 210 Pepper Avenue Establish Existing Planting Project: There are no newly executed CCOs since last report.

O. Contract No. 22-1002780 with Skanska USA Civil West California District Inc., for North 1<sup>st</sup> Avenue Bridge Over BNSF Project:

- 1) CCO 12: Install additional duct ties. (\$19,949.61)
- 2) CCO 13: Cast In Drilled Hole drilling operation. (\$27,735.65)
- 3) CCO 14: Drainage system modification. (\$34,700)

***Financial Impact:***

This item imposes no financial impact, as all CCOs are within previously approved contingency amounts under: Task No. 0830 Interchange Projects and Task No. 0820 Freeway Projects, Sub-Task No. 0887 SR 210 Lane Addition, Sub-Task No. 0897 I-10 Cedar Avenue Improvement Project, Sub-Task 0811 North 1st Avenue Over BNSF, and Sub-Task No. 0893 SR 60 Central Avenue Interchange.

***Reviewed By:***

This item was received by the Board of Directors Metro Valley Study Session on November 9, 2023.

***Responsible Staff:***

Kristi Harris, Director of Project Delivery

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Approved  
Board of Directors  
Date: December 6, 2023

Witnessed By:

| Project Delivery Contracts<br>Executed Change Orders                                 |   |                 |
|--|---|-----------------|
| Number   | Description   | Amount          |
| Archibald Avenue Improvements Project at SR 60 (19-1002181)                          |   |                 |
|  | CCO Total   | \$1,723,232.91  |
|  | Approved Contingency  | \$2,122,333.00  |
|  | Remaining Contingency   | \$399,100.09    |
| SR 210 Lane Addition, Base Line Interchange and Pavement Rehabilitation (19-1002078) |   |                 |
| Number   | Description   | Amount          |
| 16.3   | Removal of buried man-made objects, additional funds                            | \$80,000.00     |
| 61.2   | Revised concrete stamp  | (\$135.00)      |
| 96.1   | Repair bridge expansion joint spalls  | \$37,826.07     |
| 97.1   | Additional cold mill and overlay of existing median shoulder                    | \$3,654.64      |
| 99   | Additional work based on Caltrans safety review                                 | \$60,000.00     |
|  | CCO Total   | \$27,332,623.10 |
|  | Approved Contingency  | \$34,927,790.07 |
|  | Remaining Contingency   | \$7,595,166.97  |
| Central Avenue Improvements Project at SR 60 (19-1002196)                            |   |                 |
| Number   | Description   | Amount          |
| 5.1  | Maintain traffic per supplemental funds provided                                | \$40,000.00     |
| 5.2  | Maintain traffic per supplemental funds provided                                | \$40,000.00     |
| 8.1  | Establish dispute review board  | \$12,000.00     |
| 9  | Removal of buried man-made objects  | \$9,000.00      |
| 15.1   | Traffic handling plan revision  | \$15,000.00     |
| 19.1   | Soil nail wall design change  | \$10,000.00     |
| 24   | Modified traffic controllers  | \$4,234.00      |
| 26   | Modify the northwest corner of U-Grill Korean BBQ and Denny's driveway          | \$40,000.00     |
| 37   | Place polyester concrete instead of jointed plain concrete pavement             | \$30,000.00     |
| 39   | Modify asphalt paving limits  | \$26,849.00     |
| 41   | Regrade track and compact slope behind retaining walls                          | \$50,000.00     |
| 42   | Remove and replace existing bridge chain link fence per standard specifications | \$159,340.00    |
| 43   | Fabricate, furnish and install bridge fence                                     | \$27,000.00     |
|  | CCO Total   | \$1,407,424.91  |
|  | Approved Contingency  | \$2,912,039.00  |
|  | Remaining Contingency   | \$1,504,614.09  |
| I-215 Segments 1 & 3 Landscape Replacement Project (17-1001678)                      |   |                 |
| Number   | Description   | Amount          |
|  | CCO Total   | \$422,073.52    |
|  | Approved Contingency  | \$812,748.38    |
|  | Remaining Contingency   | \$390,674.86    |

Attachment: MVSS CCO Log Project Delivery Projects (10103 : Project Delivery Contract Change Orders to On-Going Contracts)

| Project Delivery Contracts<br>Executed Change Orders                 |                       |                 |
|--|-----------------------|-----------------|
| Number   | Description           | Amount          |
| I-215 Segment 2 Landscape Replacement Project (17-1001614)           |                       |                 |
| Number   | Description           | Amount          |
|  | CCO Total             | \$362,649.23    |
|  | Approved Contingency  | \$502,203.56    |
|  | Remaining Contingency | \$139,554.33    |
| I-215 Segments 1, 2 & 3 Establish Existing Planting (19-1002026)     |                       |                 |
| Number   | Description           | Amount          |
|  | CCO Total             | \$20,000.00     |
|  | Approved Contingency  | \$1,451,300.00  |
|  | Remaining Contingency | \$1,431,300.00  |
| I-10 Corridor Contract 1 (17-1001599)                                |                       |                 |
| Number   | Description           | Amount          |
|  | CCO Total             | \$24,554,653.08 |
|  | Approved Contingency  | \$51,369,000.00 |
|  | Remaining Contingency | \$26,814,346.92 |
| US 395 Phase 1 Widening Project (18-1001967)                         |                       |                 |
| Number   | Description           | Amount          |
|  | CCO Total             | \$2,194,906.95  |
|  | Approved Contingency  | \$8,741,611.75  |
|  | Remaining Contingency | \$6,546,704.80  |
| Monte Vista Avenue Grade Separation (16-1001461)                     |                       |                 |
| Number   | Description           | Amount          |
|  | CCO Total             | \$869,302.95    |
|  | Approved Contingency  | \$2,498,958.60  |
|  | Remaining Contingency | \$1,629,655.65  |
| Mount Vernon Avenue Viaduct (18-1001966)                             |                       |                 |
| Number   | Description           | Amount          |
|  | CCO Total             | \$5,011,396.71  |
|  | Approved Contingency  | \$17,230,000.00 |
|  | Remaining Contingency | \$12,218,603.29 |
| I-10 University Street Interchange Improvements Project (20-1002290) |                       |                 |
| Number   | Description           | Amount          |
|  | CCO Total             | \$1,287,988.96  |
|  | Approved Contingency  | \$1,500,590.00  |
|  | Remaining Contingency | \$212,601.04    |

Attachment: MVSS CCO Log Project Delivery Projects (10103 : Project Delivery Contract Change Orders to On-Going Contracts)

| Project Delivery Contracts<br>Executed Change Orders          |  |                |
|---|--|----------------|
| Number  | Description  | Amount         |
| I-10 Alabama Street Improvement Project (21-1002620)          |  |                |
| Number  | Description  | Amount         |
|   | CCO Total  | \$654,201.61   |
|   | Approved Contingency                               | \$1,338,886.33 |
|   | Remaining Contingency                              | \$684,684.72   |
| I-10 Cedar Avenue Improvement Project (22-1002784)            |  |                |
| Number  | Description  | Amount         |
| 23  | Unsheltered encampment and illegal dumping cleanup | \$50,000.00    |
| 24  | Temporary water diversion system                   | \$30,000.00    |
| 27  | Removal of existing wall using prescribed method   | \$27,500.00    |
|   | CCO Total  | \$1,031,313.18 |
|   | Approved Contingency                               | \$8,098,400.00 |
|   | Remaining Contingency                              | \$7,067,086.82 |
| SR 210 Pepper Avenue Establish Existing Planting (19-1002073) |  |                |
| Number  | Description  | Amount         |
|   | CCO Total  | \$15,086.00    |
|   | Approved Contingency                               | \$31,244.80    |
|   | Remaining Contingency                              | \$16,158.80    |
| North 1st Avenue Bridge Over BNSF Project (22-1002780)        |  |                |
| Number  | Description  | Amount         |
| 12  | Install additional duct ties                       | \$19,949.61    |
| 13  | Cast In Drilled Hole (CIDH) drilling operation     | \$27,735.65    |
| 14  | Drainage system modification                       | \$34,700.00    |
|   | CCO Total  | \$597,313.88   |
|   | Approved Contingency                               | \$3,561,922.00 |
|   | Remaining Contingency                              | \$2,964,608.12 |



## ***Minute Action***

### AGENDA ITEM: 6

***Date:*** December 6, 2023

***Subject:***

September and October 2023 Procurement Report

***Recommendation:***

Receive the September and October 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:

- Five new contracts were executed.
- Three contract amendments were executed.
- Three CTOs were executed.
- Two CTO amendments were executed.
- One contingency amendment was executed.
- Two purchase orders were executed.
- No purchase order amendments were executed.
- One IFB and one RFP was released.

Below is a summary of the actions taken by CityCom:

- No new contracts were executed.
- One new purchase order was executed.

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

## Board of Directors Agenda Item

December 6, 2023

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A list of all Contracts and Purchase Orders that were executed by the Executive Director, Department Director, and/or General Counsel during the months of September and October 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 2023/2024 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 November 8, 2023.

***Responsible Staff:***

Shaneka Morris, Procurement Manager

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Approved  
Board of Directors  
Date: December 6, 2023

Witnessed By:

San Bernardino Council of Governments  
San Bernardino County Transportation Authority

## Attachment A

## September and October 2023 Contract/Amendment/Contract Task Order (CTO) Actions

| Type               | Contract Number | Amendment/ CTO | Vendor Name                             | Contract Description   | Original Amount | Prior Amendments | Current Amendment | Total Amount    | Total On-call Contract Amount*          |
|--------------------|-----------------|----------------|---|--|-----------------|------------------|-------------------|-----------------|---|
| New agreement      | 23-1002966      |                | Planeteria Media, LLC                   | Website Support Services   | \$ 28,800.00    | \$ -             | \$ -              | \$ 28,800.00    | N/A                                     |
| New agreement      | 24-1003029      |                | The Pun Group, LLP                      | Measure I Transportation Development Act Audit Services  | \$ 95,000.00    | \$ -             | \$ -              | \$ 95,000.00    | N/A                                     |
| New agreement      | 24-1003030      |                | Brown Armstrong Accountancy Corporation | Measure I Transportation Development Act Audit Services for Victor Valley Transit Authority and Needles Transit Fund   | \$ 74,000.00    | \$ -             | \$ -              | \$ 74,000.00    | N/A                                     |
| New agreement      | 24-1003036      |                | BCA Watson Rice, LLP                    | Measure I Transportation Development Act Audit Services for Basin Transit & Mountain Transit   | \$ 68,960.00    | \$ -             | \$ -              | \$ 68,960.00    | N/A                                     |
| New agreement      | 24-1003063      |                | Theodora Oringher, P.C.                 | On-Call Legal Services related to SBCTA Procurement Issues   | \$ 50,000.00    | \$ -             | \$ -              | \$ 50,000.00    | N/A                                     |
| Contract Amendment | 23-1002381      | 1              | Best, Best & Krieger, LLP               | To update Exhibit B, Billing Rate Schedule to include a table of updated approved rates for the Property Assessed Clean Energy Program   | \$ 100,000.00   | \$ -             | \$ -              | \$ 100,000.00   | N/A                                     |
| Contract Amendment | 21-1002472      | 1              | Carl Warren & Company, LLC              | To exercise the first of two option years to extend the contract term to December 31, 2024 for Third Party Administrator and Incident Management Services  | \$ 100,000.00   | \$ -             | \$ -              | \$ 100,000.00   | N/A                                     |
| Contract Amendment | 21-1002658      | 1              | CPM Partners, Inc.                      | To exercise the first one-year option extending the expiration term to June 30, 2025 and to replace billing rate Exhibit B with revised fee schedule for Construction Management Services for Arrow Maintenance Facility Hydrogen Fuel Upgrade Project | \$ 1,041,815.21 | \$ -             | \$ -              | \$ 1,041,815.21 | N/A                                     |
| CTO                | 20-1002378      | CTO No. 10     | Conrad, LLP                             | Audit of Jurisdictions on Measure I Pass-Through and Transportation Development Funds  | \$ 115,000.00   | \$ -             | \$ -              | \$ 115,000.00   | \$600,000.00 (available \$327,523.75)   |
| CTO                | 20-1002320      | CTO No. 11     | Crowe, LLP                              | Audit of Jurisdictions on Measure I Pass-Through and Transportation Development Funds  | \$ 327,523.00   | \$ -             | \$ -              | \$ 327,523.00   | \$600,000.00 (available \$327,523.75)   |
| CTO                | 19-1002186      | CTO No. 23     | Fehr & Peers                            | On-Call Inland Empire Regional Greenhouse Gas Reduction Plan   | \$ 919,901.00   | \$ -             | \$ -              | \$ 919,901.00   | \$6,460,390.00 (available \$21,926.43)  |
| CTO Amendment      | 19-1002009      | CTO No. 3.3    | Paragon Partners Consultants, Inc.      | To increase not-to-exceed amount to ensure ongoing services for the West Valley Connector Project Segment 3 Right-of-Way Services  | \$ 1,080,067.55 | \$ 1,025,395.00  | \$ 1,356,506.00   | \$ 3,461,968.55 | \$7,500,000.00 (available \$818,826.53) |

\*Total amount authorized for the associated on-call services bench which is typically shared with multiple vendors and controlled via contract task orders (CTO).

## Attachment A

## September and October 2023 Contract/Amendment/Contract Task Order (CTO) Actions

| Type          | Contract Number | Amendment/ CTO | Vendor Name | Contract Description  | Original Amount | Prior Amendments | Current Amendment | Total Amount  | Total On-call Contract Amount*                  |
|---------------|-----------------|----------------|-------------|---|-----------------|------------------|-------------------|---------------|---|
| CTO Amendment | 20-1002378      | CTO No. 10.1   | Conrad, LLP | To include the full not-to-exceed amount and update the Scope of Work for Audit of Jurisdictions on Measure I Pass-Through and Transportation Development Funds | \$ 115,000.00   | \$ -             | \$ 277,000.00     | \$ 392,000.00 | \$1,800,000.00<br>(available<br>\$1,166,323.75) |

\*Total amount authorized for the associated on-call services bench which is typically shared with multiple vendors and controlled via contract task orders (CTO).

**Attachment A**  
**September and October 2023 Contingency Released Actions**

| Contract No. & Contingency No. | Reason for Contingency Amendment (Include a Description of the Contingency Amendment) | Vendor Name                 | Original Contract Amount | Prior Amendments | Prior Contingencies | Current Contingencies | Amended Contract Amount |
|--------------------------------|---|-----------------------------|--------------------------|------------------|---------------------|-----------------------|-------------------------|
| 20-1002266 1E                  | Final Design Services for the I-15 EL Contract 1 PS&E                                 | Michael Baker International | \$ 21,319,091.00         | \$ 1,503,227.18  | \$ 893,628.93       | \$ 193,044.47         | \$ 23,908,991.58        |

## Attachment A

## September and October 2023 Purchase Order and Purchase Order Amendment Actions

| Type   | PO No.  | PO Posting Date | Vendor Name               | Description of Services | Original Purchase Order Amount | Prior Amendments | Current Amendment | Total Purchase Order Amount |
|--------|---------|-----------------|---------------------------|-------------------------|--------------------------------|------------------|-------------------|-----------------------------|
| New PO | 4002408 | 9/22/23         | Envoy, Inc.               | Envoy Renewal           | \$ 7,476.60                    | \$ -             | \$ -              | \$ 7,476.60                 |
| New PO | 4002416 | 10/18/23        | Faust Media Services, LLC | FSP Brochures           | \$ 10,029.37                   | \$ -             | \$ -              | \$ 10,029.37                |

**Attachment B**  
**September and October 2023 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              |
|--------------|-----------------|---------------------------|------------------------|--|
| 09/06/2023   | IFB 23-1002922  | \$ 6,880,000.00           | 11/01/2023             | Arrow Maintenance Facility Hydrogen Fuel Upgrade: AMF Retrofit |
| 10/12/2023   | RFP 24-1003033  | \$ 200,000.00             | 02/01/2024             | SBCTA/SBCOG Equity Framework                                   |

## Attachment C

## September and October 2023 CityCom's Issued Purchase Orders/Contracts

| PO/Contract No. | Vendor Name      | Description of Services  | Total Amount |
|-----------------|------------------|--|--------------|
| SB Depot 49020  | IE Alarm Systems | Add additional panic alarm and strobes inside unit 110, 140 and 2nd floor. The new system added must be tied into the existing system and should be maintained and monitored accordingly. All battery replacement costs are included under the regular maintenance contract. | \$7,506.00   |



## ***Minute Action***

### AGENDA ITEM: 7

***Date:*** December 6, 2023

***Subject:***

Revisions to Policy No. 20000 - Financial Policies

***Recommendation:***

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

Revise Policy No. 20000, Financial Policies, Section VI, Budget Amendment Policy, to allow substitution of Funds for prior year expenditures where the Funds are included in the adopted budget without Board action.

***Background:***

Policy No. 20000, Financial Policies, sets the framework for the fiscal management of the San Bernardino County Transportation Authority (SBCTA) and the San Bernardino Associated Governments (SBCOG). Policy No. 20000 provides guidance on how to operate with fiscal responsibility independent of changing circumstances and conditions. It states the importance of fiscal management and delineates management's responsibility to establish internal controls to safeguard SBCTA's and SBCOG's assets.

Staff recommends revising Policy No. 20000 to update Section VI, Budget Amendment Policy, to allow staff to substitute one Fund for another Fund for prior year expenditures within the same subtask where both Funds and Programs are included in the adopted budget. This amendment shall require the approval of the Task Manager and Chief Financial Officer. SBCTA uses "operating transfers", which is an accounting treatment per Generally Accepted Accounting Principles, to record corrections to fund sources for prior year expenditures. Some examples of cases where operating transfers may be advantageous or necessary are when grant funds are received that must be used for prior year expenditures to be able to maximize the use of the funds or when projects are complete and adjustments to prior year expenditures are necessary to achieve required funding ratios. This modification to the policy, which should have been incorporated in the previous revision to the policy, will allow these operating transfers to be processed as an administrative budget amendment as long as both Funds involved are included in the adopted budget.

***Financial Impact:***

This item is consistent with the Fiscal Year 2023/2024 Budget.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the General Policy Committee on November 8, 2023. SBCTA General Counsel has reviewed this item and the draft policy.

***Responsible Staff:***

Hilda Flores, Chief Financial Officer

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

Board of Directors Agenda Item  
December 6, 2023  
Page 2

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Approved  
Board of Directors  
Date: December 6, 2023

Witnessed By:

San Bernardino Council of Governments  
San Bernardino County Transportation Authority

|  |                   |            |
|--|-------------------|------------|
| San Bernardino County Transportation Authority   | <b>Policy No.</b> | 20000      |
| Adopted by the Board of Directors August 7, 1991 | Revised           | 012/064/23 |
| <b>Financial Policies</b>                        | Revision No.      | 89         |

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

## Table of Contents

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## I. PURPOSE

The purpose of this policy is to set the basic framework for the overall fiscal management of the San Bernardino County Transportation Authority (SBCTA) and the San Bernardino Associated Governments doing business as San Bernardino Council of Governments (SBCOG).

## II. References

[Procedure 20000-10](#) Capital Asset Procedure

2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

[Investment Policy](#), Policy No. 20100

[Debt Management Policy](#), Policy No. 20300- SBCTA

[Debt Management Policy](#), Policy No. 20400-SBCOG

## III. DEFINITIONS

Encumbrance is a commitment for goods and services that reduces the budget available for the fiscal year.

Budget is a plan of financial operation of proposed expenditure for a given period, such as fiscal year, and the proposed means of financing the expenditure. The means of funding is from reserves, new revenue expected for the period covered, or issuance of short-term debt such as commercial paper or loans, or long-term debt such as sales tax revenue bonds.

Expense or Revenue Map is a document ~~used for~~~~issued within~~ the annual budget that shows the complete strings for expenditure and revenue. The string format is as follows:

Expense string format: XXXX.XX.XXXX.XXXX.XXXXXX.XXXXXXXXXX = Fund.Program.Task.Sub-Task.Object Code.Revenue Code

Revenue string format: XXXX.XX.XXXX.XXXX.XXXXXXXXXX = Fund.Program.Task.Sub-Task.Revenue Code

Fund is the first segment of an expenditure or revenue string that represents a specific fund received that is segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions or limitations.

Program is the second segment of expenditure or revenue string that identifies organizational units directed to attaining specific purposes or objectives.

Task Manager is the person responsible for developing the detailed line item budget for the various tasks that are included in the Budget.

#### IV. POLICY

Operating independently of changing circumstances and conditions, the following financial policies shall assist in the decision-making process and fiscal management of SBCTA and SBCOG.

#### V. OPERATING BUDGET POLICIES

Annually, the Boards of Directors of SBCTA and SBCOG adopt a fiscal year budget that includes SBCOG as a separate program of the SBCTA budget. The following principles shall apply to the SBCTA and SBCOG operating budget:

- A. SBCTA and SBCOG shall utilize a decentralized operating budget process, whereby all task managers participate.
- B. The budget shall be balanced with total anticipated revenues plus beginning undesignated/unreserved fund balances and funds available from proceeds of long or short-term debt.
- C. Encumbrance accounting shall be available to commit goods and services purchased with a purchase order as an element of control in the formal budgetary integration process.
- D. Costs of administration for Measure I will be budgeted at whatever is reasonable and necessary, but no more than one percent of Measure I transactions and use tax revenues will be used for salary and benefit expenditures for administration, as prescribed in the Measure I Strategic Plan.
- E. Contracts will be budgeted by fiscal year for multi-year projects based on best estimates with the understanding that to the extent actual expenditures vary from estimates, and the project is ongoing, adjustments will be made during the year.

#### VI. BUDGET AMENDMENT POLICY

A Board-approved budget amendment shall be necessary except in the following circumstances:

1. Transfers from one task, subtask, object code, or revenue code to another task, subtask, object code, or revenue code within the same Fund and Program. This amendment shall require the approval of the Task Manager.
- 1-2. Substitution of one Fund for another Fund for prior year expenditures within the same subtask where both Funds and Programs are included in the adopted budget. ~~fund operating transfers program 90).~~ This amendment shall require the approval of the Task Manager and Chief Financial Officer.
- 2-3. Reallocation of budgeted salary and benefits costs, and associated revenues, from one Fund or Program to another Fund or Program when both Funds and Programs are included in the adopted budget. This amendment shall require the approval of the Chief Financial Officer.
- 3-4. Substitution of one Fund for another Fund where both Funds are included in the adopted budget within the same Program, not to exceed \$1 million. This amendment shall require the approval of the Executive Director or their designee.

#### VII. REVENUE POLICIES

The following principles shall apply to sources of revenue:

- A. Aggressively seek additional federal, state, and local funding/grants.
- B. Review and monitor changes in Measure I Sales Tax receipts.
- C. Monitor sales tax projections to ensure use of current and relevant data and adjust amounts annually to reflect the most current economic trends.

#### VIII. CASH MANAGEMENT POLICIES

- A. All funds received shall be deposited in a timely manner at least once per week.
- B. Measure I funds shall be electronically transferred to SBCTA's accounts to reduce any delays in depositing the funds. When possible, additional sources of revenue shall also be electronically transferred.
- C. Revenues shall be collected in accordance with contractual requirements. For federal reimbursable agreements, reimbursement requests shall be submitted to granting agency only after expenditures have been both obligated and liquidated. For federal agreements under which cash is advanced prior to expenditures being incurred, the advance funds must comply with federal guidelines established in 2 C.F.R. Part 200, including, but not limited to, 2 C.F.R. 200.305.
- D. Cash disbursements to local jurisdictions and vendors/consultants will be done in an expeditious and timely manner.
- E. Idle funds shall be invested in accordance with the [Investment Policy, Policy No. 20100](#) emphasizing, in order of priority, safety, liquidity, diversification, and a reasonable market rate of return.
- F. Wire transfers are infrequent, but when processing wires the initiator and approver must not be performed by the same person. Confirmation receipt must be obtained within minutes of processing wire. Wire information must be sent via secured method; such as encrypted e-mail or drop box.

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## IX. DEBT POLICIES

- A. SBCTA shall judiciously incur debt for capital improvements after careful study and analysis of revenue and expenditure projections and accumulated debt burden, in accordance with the [Debt Management Policy, Policy No. 20300](#).
- B. All incurred debt shall be in accordance with the Strategic Plan and 10-Year Delivery Plan approved by the Board of Directors.
- C. SBCTA shall meet all disclosure requirements in accordance with Generally Accepted Accounting Principles (GAAP).
- D. SBCTA will maintain, at a minimum, a 2.0 debt coverage ratio on all senior lien debt.
- E. SBCOG will only issue debt in accordance with the Debt Management [Policy No. 20400](#).

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## X. CAPITAL OUTLAY

- A. SBCTA's capital assets, which include land, buildings, building improvements, call box network, communications, computer network, electric vehicle charging stations, equipment, furniture, vehicles, infrastructure, rail stations, rail tracks, and train cars are recorded at historical cost or estimated historical cost when purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.
  - 1. Depreciation will be recorded based on life of assets, as provided in [Procedure 20000-10](#).
  - 2. Inventory of capital assets and inventoriable items will be conducted biennially.
- B. Costs for construction or improvements on SBCTA-owned assets will be capitalized as construction in progress (CIP). CIP will be capitalized upon completion of the construction or improvements. CIP additions, deletions, and transfers to land, building, building improvements, and other capital assets categories will be reviewed annually.
- C. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the life of the asset are not capitalized.

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## XI. INVESTMENT POLICIES

- A. SBCTA shall instruct financial institutions to make investments in accordance with the original indenture and investment policy. ([Investment Policy, Policy No 20100](#))

- B. SBCTA shall engage the services of an investment advisor who shall provide on-going advice on portfolio performances, current investment strategies, cash management and cash flow projections.
- C. SBCTA shall provide a monthly and quarterly investment status report to the Board of Directors.
- D. SBCTA shall perform the above functions on behalf of SBCOG.

## XII. AUDITING POLICIES

Laws applicable to SBCTA and bylaws applicable to SBCOG direct that an independent audit, by a recognized Certified Public Accountant (CPA) firm, be conducted annually. In addition, the following principles shall apply:

- A. SBCTA shall produce annual financial statements in accordance with GAAP as outlined by the Governmental Accounting Standards Board.
- B. The financial statements are the responsibility of SBCTA's Chief Financial Officer.
- C. Completeness and reliability of the information contained in the financial statements is based upon a comprehensive framework of internal controls that is established for this purpose.
- D. SBCTA shall establish internal controls to provide reasonable, rather than absolute, assurances that: the financial statements are free of any material misstatements; operations are effective and efficient; and the agency has maintained compliance with applicable laws and regulations.
- E. An annual internal control assessment will be conducted to analyze the controls throughout the organization and determine if changes are required. The Executive Director or designee shall review and approve the assessment, recommendations, and final corrective action plan, if any.
- F. The costs of internal controls should not exceed the anticipated benefits.

## XIII. REVISION HISTORY

| Revision No. | Revisions   | Adopted            |
|--------------|---|--------------------|
| 0            | Adopted.  | 08/07/91           |
| 1            | Modified Section 20000.5.1 – adopted April 1, 1998)   | 04/01/98           |
| 2            | Revised Par. X: AUDITING POLICIES to clarify the SANBAG internal control standards  | 08/06/08           |
| 3            | Revised Section VIII (A), See Debt Management Policy, Policy No. 20300 (Agenda Item 5, 9/3/14)  | 09/03/14           |
| 4            | Revised to reflect name change from SANBAG to SBCTA and SBCOG, include reference to Debt Management Policy, Policy No. 20400, incorporate Cash Management language to meet federal requirements, and add the Capital Outlay section.  | 06/07/17           |
| 5            | Revised to incorporate reference to Procedure 20000-10 Capital Assets, update Section X Capital Outlay, and indicate that an annual internal control assessment will take place to analyze internal controls.   | 06/06/18           |
| 6            | Revised Sections V and VI to modify wording for clarification and Section X to reflect inventory will be performed biennially. (Agenda Item 5, 12/4/19)   | 12/04/19           |
| 7            | Revised Section VII to include delegation of authority to Executive Director or Designee to approve SBCTA grant/revenue contracts and amendments that do not increase additional cost that is not budgeted. SBCOG revenue agreements to be approved by SBCOG Board. Updates to Section VI to match with budget document.  | 11/03/21           |
| 8            | Updated Section III definitions and section V to reflect current practices, revised Section VII to remove delegation of authority to Executive Director or Designee to approve grant/revenue agreements, and clarify when budget adjustments are allowed under the Executive Director, Chief Financial Officer, or Task Manager and minor change to the donated capital assets to be in conformance with GAAP. Approved by the Board on January 4, 2023. Agenda Item 3. | 01/04/23           |
| 9            | <del>Update Section VII Budget Amendment Policy to allow budget adjustments between operating transfers from the operating transfer programs and to other budgeted programs, fund due to reclassifying expenditures incurred in prior years.</del>  | <del>12/6/23</del> |

|  |                   |          |
|--|-------------------|----------|
| San Bernardino County Transportation Authority   | <b>Policy No.</b> | 20000    |
| Adopted by the Board of Directors August 7, 1991 | Revised           | 12/06/23 |
| <b>Financial Policies</b>                        | Revision No.      | 9        |

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- E. Idle funds shall be invested in accordance with the [Investment Policy, Policy No. 20100](#) emphasizing, in order of priority, safety, liquidity, diversification, and a reasonable market rate of return.
- F. Wire transfers are infrequent, but when processing wires the initiator and approver must not be performed by the same person. Confirmation receipt must be obtained within minutes of processing wire. Wire information must be sent via secured method; such as encrypted e-mail or drop box.

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- C. SBCTA shall meet all disclosure requirements in accordance with Generally Accepted Accounting Principles (GAAP).
- D. SBCTA will maintain, at a minimum, a 2.0 debt coverage ratio on all senior lien debt.
- E. SBCOG will only issue debt in accordance with the Debt Management [Policy No. 20400](#).

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  - 2. Inventory of capital assets and inventoriable items will be conducted biennially.
- B. Costs for construction or improvements on SBCTA-owned assets will be capitalized as construction in progress (CIP). CIP will be capitalized upon completion of the construction or improvements. CIP additions, deletions, and transfers to land, building, building improvements, and other capital assets categories will be reviewed annually.
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- A. SBCTA shall instruct financial institutions to make investments in accordance with the original indenture and investment policy. ([Investment Policy, Policy No 20100](#))

- B. SBCTA shall engage the services of an investment advisor who shall provide on-going advice on portfolio performances, current investment strategies, cash management and cash flow projections.
- C. SBCTA shall provide a monthly and quarterly investment status report to the Board of Directors.
- D. SBCTA shall perform the above functions on behalf of SBCOG.

## XII. AUDITING POLICIES

Laws applicable to SBCTA and bylaws applicable to SBCOG direct that an independent audit, by a recognized Certified Public Accountant (CPA) firm, be conducted annually. In addition, the following principles shall apply:

- A. SBCTA shall produce annual financial statements in accordance with GAAP as outlined by the Governmental Accounting Standards Board.
- B. The financial statements are the responsibility of SBCTA's Chief Financial Officer.
- C. Completeness and reliability of the information contained in the financial statements is based upon a comprehensive framework of internal controls that is established for this purpose.
- D. SBCTA shall establish internal controls to provide reasonable, rather than absolute, assurances that: the financial statements are free of any material misstatements; operations are effective and efficient; and the agency has maintained compliance with applicable laws and regulations.
- E. An annual internal control assessment will be conducted to analyze the controls throughout the organization and determine if changes are required. The Executive Director or designee shall review and approve the assessment, recommendations, and final corrective action plan, if any.
- F. The costs of internal controls should not exceed the anticipated benefits.

## XIII. REVISION HISTORY

| Revision No. | Revisions   | Adopted  |
|--------------|---|----------|
| 0            | Adopted.  | 08/07/91 |
| 1            | Modified Section 20000.5.1 – adopted April 1, 1998)   | 04/01/98 |
| 2            | Revised Par. X: AUDITING POLICIES to clarify the SANBAG internal control standards  | 08/06/08 |
| 3            | Revised Section VIII (A), See Debt Management Policy, Policy No. 20300 (Agenda Item 5, 9/3/14)  | 09/03/14 |
| 4            | Revised to reflect name change from SANBAG to SBCTA and SBCOG, include reference to Debt Management Policy, Policy No. 20400, incorporate Cash Management language to meet federal requirements, and add the Capital Outlay section.  | 06/07/17 |
| 5            | Revised to incorporate reference to Procedure 20000-10 Capital Assets, update Section X Capital Outlay, and indicate that an annual internal control assessment will take place to analyze internal controls.   | 06/06/18 |
| 6            | Revised Sections V and VI to modify wording for clarification and Section X to reflect inventory will be performed biennially. (Agenda Item 5, 12/4/19)   | 12/04/19 |
| 7            | Revised Section VII to include delegation of authority to Executive Director or Designee to approve SBCTA grant/revenue contracts and amendments that do not increase additional cost that is not budgeted. SBCOG revenue agreements to be approved by SBCOG Board. Updates to Section VI to match with budget document.  | 11/03/21 |
| 8            | Updated Section III definitions and section V to reflect current practices, revised Section VII to remove delegation of authority to Executive Director or Designee to approve grant/revenue agreements, and clarify when budget adjustments are allowed under the Executive Director, Chief Financial Officer, or Task Manager and minor change to the donated capital assets to be in conformance with GAAP. Approved by the Board on January 4, 2023. Agenda Item 3. | 01/04/23 |
| 9            | Update Section VI Budget Amendment Policy to allow budget transfers from the operating transfer programs to other budgeted programs.  | 12/6/23  |

## ***Minute Action***

AGENDA ITEM: 8

***Date:*** December 6, 2023

***Subject:***

Revisions to Policy No. 10006 - Authority to Act Upon Certain Claims

***Recommendation:***

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

Approve modifications to Risk Management Policy No. 10006, Authority to Act Upon Certain Claims, to remove references to the Special Projects and Strategic Initiatives Department and Director.

***Background:***

Staff is recommending modifications to the Risk Management Policy No. 10006, Authority to Act Upon Certain Claims, which was adopted in June 2009 and last modified by the San Bernardino County Transportation Authority (SBCTA) and San Bernardino Associated Governments (SBCOG) Board of Directors on March 4, 2020. The modifications consist of removing references to the Special Projects and Strategic Initiatives Department and Director.

This change is necessary to reflect the elimination of the Special Projects and Strategic Initiatives Department and will make the policy align with the current organizational structure.

***Financial Impact:***

This item is consistent with the Fiscal Year 2023/2024 Budget.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the General Policy Committee on November 8, 2023. SBCTA General Counsel and Risk Manager have reviewed this item and the proposed policy revisions.

***Responsible Staff:***

Steven Keller, Risk Manager

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Approved  
Board of Directors  
Date: December 6, 2023

Witnessed By:

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

|  |               |                             |
|--|---------------|-----------------------------|
| San Bernardino County Transportation Authority and San Bernardino Associated Governments | <b>Policy</b> | <b>10006</b>                |
| Adopted by the Board of Directors June 3, 2009   | Revised       | <del>10/06/21</del> 12/6/23 |
| <b>Authority to Act Upon Certain Claims</b>  | Revision No.  | <u>32</u>                   |

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## I. PURPOSE

The purpose of this policy is to authorize the Risk Manager, ~~Director of Special Projects and Strategic Initiatives~~, and Executive Director to act upon certain claims presented to San Bernardino County Transportation Authority (SBCTA) and/or San Bernardino Associated Governments (SANBAG or SBCOG) pursuant to the Government Claims Act (Government Code sections 900 et seq.) and to authorize the Risk Manager, ~~Director of Special Projects and Strategic Initiatives~~, and Executive Director to approve settlement agreements related to subrogation claims, whether made by SBCTA/SANBAG or against SBCTA/SANBAG.

## II. DEFINITIONS

Subrogation - the process that allows a party to collect money from a responsible party or their insurer for expenses paid after a loss.

## III. POLICY

All claims presented to SBCTA and/or SANBAG pursuant to the Government Claims Act and subrogation claims/settlements shall be handled according to this Policy, unless otherwise authorized by the Board.

## IV. DELEGATION OF AUTHORITY

### A. SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA)

1. ~~Risk Manager and Director of Special Projects and Strategic Initiatives~~. The Risk Manager ~~and the Director of Special Projects and Strategic Initiatives is are~~ authorized to:
  - a. Reject claims.
  - b. Accept, compromise and/or settle any claim not exceeding \$10,000.
  - c. Issue written order to the Chief Financial Officer to cause payment to be made in the amount for which a claim has been accepted, compromised and/or settled.
  - d. Accept, compromise and/or settle subrogation claims up to \$10,000.
2. Executive Director. The Executive Director is authorized to:
  - a. Reject claims.

- b. Accept, compromise and/or settle any claim not exceeding the agency's Self-Insured Retention or \$50,000, whichever is less.
- c. Issue written order to the Chief Financial Officer to cause payment to be made in the amount for which a claim has been accepted, compromised, and/or settled.
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B. SAN BERNARDINO ASSOCIATED GOVERNMENTS (SANBAG or ~~SBCOG~~)

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#### V. REVISION HISTORY

| Revision No. | Revisions   | Adopted         |
|--------------|---|-----------------|
| 0            | Adopted by the Board of Directors.  | 06/03/09        |
| 1            | Updated agency name to SBCTA. Authorized the Risk Manager, -Director of Special Projects and Strategic Initiatives and the Executive Director to reject claims, and added dollar value limits for accepting, compromising, and settling claims. (Agenda Item 6) | 03/04/20        |
| 2            | Grant authority to Risk Manager, Director of Special Projects and Strategic Initiatives and the Executive Director to accept or settle subrogation claims. Approved by the BOD 10/6/21. Agenda Item 3.  | 10/06/21        |
| <u>3</u>     | <u>Removed Director of Special Projects and Strategic Initiatives</u> <del>Initiatives</del> from the policy.   | <u>12/06/23</u> |

|  |               |              |
|--|---------------|--------------|
| San Bernardino County Transportation Authority and San Bernardino Associated Governments | <b>Policy</b> | <b>10006</b> |
| Adopted by the Board of Directors June 3, 2009   | Revised       | 12/6/23      |
| <b>Authority to Act Upon Certain Claims</b>  | Revision No.  | 3            |

**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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| 3            | Removed Director of Special Projects and Strategic Initiatives from the policy.  | 12/06/23 |

## ***Minute Action***

### AGENDA ITEM: 9

***Date:*** December 6, 2023

***Subject:***

Award Contract No. 23-1002957 with Alliant Insurance Services

***Recommendation:***

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

Approve the award of Contract No. 23-1002957 to Alliant Insurance Services for Risk Management and Broker Services for a five-year period ending February 28, 2029, in the amount of \$210,000.00, with two one-year options to extend, for a total not-to-exceed amount of \$296,500.00.

***Background:***

San Bernardino County Transportation Authority (SBCTA) sought out a Risk Management and Broker Services firm under Request for Proposals (RFP) No. 23-1002957 in order to assist in risk transfer, controlling costs, analyzing the factors that are driving the cost of risk, developing and presenting cost-effective strategies for dealing with risk, providing creative solutions, fully exploring alternatives to traditional insurance products before recommending the purchase of insurance, and providing a clear and concise explanation of what SBCTA is buying, what it costs, and why.

The firm shall represent SBCTA's interests in the marketplace when the purchase of insurance is necessary, function as SBCTA's broker/consultant, and negotiate with the insurance underwriters, on policy language, terms, conditions and pricing on SBCTA's behalf. The consultant will provide risk management controls, arrange for an insurance replacement value property appraisal every three years, assist the risk manager with review of contract insurance language on large contracts, ensure insurance compliance, and claims reporting when needed.

RFP No. 23-1002957 was released on July 31, 2023, and was sent electronically to approximately 23 consultants registered on the PlanetBids website, as well as 300 vendors outside of the PlanetBids vendors list. Twelve firms downloaded the RFP. The solicitation was issued in accordance with Contracting and Procurement Policy No. 11000.

A Pre-Proposal meeting was held on August 7, 2023, and was attended by two firms.

On September 9, 2023, SBCTA received two proposals by the proposal due date and time specified in the RFP. A responsiveness review was conducted by the Procurement Analyst and both firms were found to be in compliance with RFP specifications and requirements. The two firms were (in alphabetical order): Alliant Insurance Services and Willis Towers Watson (WTW). The following is a summary of the events that transpired in the evaluation and selection process.

**Summary of Evaluation Process:**

On September 12, 2023, copies of the proposals and references were disseminated to all Evaluation Committee members with a copy of the Evaluation instructions, Score Sheets, and the Declaration of Impartiality and Confidentiality form. The Evaluation Committee was comprised of SBCTA staff.

*Entity: San Bernardino County Transportation Authority*



Evaluators concluded their individual reviews, scored the proposals, and convened on September 21, 2023, to discuss each proposal according to the evaluation criteria, and the proposals' strengths and weaknesses. The committee members individually scored the proposals based on the following evaluation criteria: Qualifications, Related Experience and References of the firm – 45 points; Proposed Staffing and Project Management – 25 points; Work Plan – 20 points; and Pricing – 10 points.

On September 26, 2023, interviews were conducted with both firms that submitted proposals for this procurement. Interviews were 45 minutes in length, which consisted of a 10-minute set up, staff introductions and brief presentation by each of the firms, followed by 30 minutes of questions and answers, and ending with a 5-minute closing statement. At the completion of the interviews, the Evaluation Committee separately scored the interviews. The overall scores were allocated between technical 49% and interviews 51%.

The Evaluation Committee considered both proposers qualified to perform the work specified in the RFP. The highest ranked firm, Alliant Insurance Services (Alliant) was selected for demonstrating a clear understanding of SBCTA's current operations and presenting a unique strategy to address concerns with innovative solutions that would save the agency money and provide better liability coverage. Alliant showed their extensive knowledge of the insurance industry and shared their ability to use market resources beneficial to SBCTA. Alliant provided information and examples of their past experience in their proposal, and gave clear and direct responses to questions asked in the interview.

As a result of the highest ranking score based on the technical and interview evaluations conducted by the Evaluation Committee for this procurement, the Evaluation Committee recommends that the contract for RFP No. 23-1002957 be awarded to Alliant to provide Risk Management and Broker Services to SBCTA starting Fiscal Year 2023/2024 on February 29, 2024. Evaluation forms, System of Award Management (SAM) reports, and reference checks are located in the Contract Audit File.

***Financial Impact:***

This item is consistent with the Fiscal Year 2023/2024 Budget.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the General Policy Committee on November 8, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft contract.

***Responsible Staff:***

Steven Keller, Risk Manager

Approved  
Board of Directors  
Date: December 6, 2023

Witnessed By:

Contract No.: 23-1002957 Amendment No.: \_\_\_\_\_

Contract Class: Payable Department: Risk Management

Vendor No.: 03463 Vendor Name: Alliant Insurance Services

Description: Risk Management and Broker Services

List Any Related Contract Nos.: \_\_\_\_\_

| Dollar Amount                |   |    |            |                                |  |    |            |
|------------------------------|---|----|------------|--------------------------------|--|----|------------|
| Original Contract            |   | \$ | 210,000.00 | Original Contingency           |  | \$ | -          |
| Prior Amendments             |   | \$ | -          | Prior Amendments               |  | \$ | -          |
| Prior Contingency Released   |   | \$ | -          | Prior Contingency Released (-) |  | \$ | -          |
| Current Amendment            |   | \$ | -          | Current Amendment              |  | \$ | -          |
| Total/Revised Contract Value |   | \$ | 210,000.00 | Total Contingency Value        |  | \$ | -          |
|                              | Total Dollar Authority (Contract Value and Contingency) |    |            |                                |  | \$ | 210,000.00 |

|  |                  |       |              |
|--|------------------|-------|--------------|
| Board of Directors                           | Date: 12/06/2023 | Board | Item # 10119 |
| Contract Management (Internal Purposes Only) |                  |       |              |

|                 |              |    |     |
|-----------------|--------------|----|-----|
| Other Contracts | Sole Source? | No | N/A |
| Local           | Services     |    | N/A |

[illegible]

Steven Keller

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Additional Notes: Board action authorizes contract value up to \$296,500 and seven years. Initial contract is five years with two one-year optional extensions. The original CSS value of \$210,000 is for the initial five year term.

**CONTRACT NO. 23-1002957****BY AND BETWEEN****SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY****AND****ALLIANT INSURANCE SERVICES****FOR****RISK MANAGEMENT AND BROKER SERVICES**

This contract ("Contract") is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA"), whose address is 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715, and Alliant Insurance Services ("CONSULTANT"), whose address is 18100 Von Karman Ave., 10<sup>th</sup> Floor, Irvine, CA 92612. 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 Steven Keller, or such other designee as shall be designated in written notice to CONSULTANT from time to time by the SBCTA Deputy Executive Director 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, and demanding performance and accepting work performed, but is not authorized to receive or issue payments or execute amendments to the Contract itself.

## **ARTICLE 2. CONTRACT TERM**

The Contract term shall commence on **February 29, 2024** and shall continue in full force and effect through **February 28, 2029**, or until otherwise terminated or extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any Work performed or costs incurred prior to issuance of the NTP.

SBCTA at its sole discretion may extend the original term of the Contract for two (2) one year option terms. The maximum term of this Contract, including the Option Terms, if exercised, will not exceed **February 28, 2031**.

## **ARTICLE 3. COMPENSATION**

- 3.1 The total Contract Not-To-Exceed Amount is Two Hundred Ten Thousand Dollars (**\$210,000**). The method of payment for this Contract will be based on a lump sum. The total lump sum price paid CONSULTANT will include compensation for all Work and deliverables, including any approved travel and equipment described in the Scope of Work. No additional compensation will be paid to CONSULTANT, unless there is a change in the Scope of Work. In the instance of a change in the Scope of Work, adjustment to the total lump sum compensation will be negotiated between the Parties. Adjustment in the total lump sum will not be effective until a written contract amendment has been approved and executed by SBCTA.
- 3.2 Progress payments may be made monthly in arrears based on the percentage of Work completed by CONSULTANT.
- 3.3 CONSULTANT shall not start any Work until this Contract has been approved by SBCTA and a NTP has been issued by SBCTA. No payment will be made prior to approval of any Work, or for any Work performed prior to approval of this Contract.

## **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 10<sup>th</sup>. Invoices shall include request for payment for Work (including additional services authorized by SBCTA) completed by CONSULTANT during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT's sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCTA has received and approved all Work and deliverables. Invoices should be e-mailed to SBCTA at the following address:

[ap@gosbcta.com](mailto:ap@gosbcta.com)

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

- 4.3 CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCTA, that CONSULTANT has fully performed the Work invoiced pursuant to the Contract for the period covered, that all information included with the invoice is true and correct, and that all payments to and claims of CONSULTANT and its subconsultants for Work during the period will be satisfied upon making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.
- 4.4 INTENTIONALLY OMITTED.
- 4.5 No payment will be made prior to approval of any Work, nor for any Work performed prior to the NTP or the issuance of an applicable CTO, nor for any Work under any amendment to the Contract until SBCTA's Awarding Authority takes action.
- 4.6 CONSULTANT agrees to promptly pay each subconsultant for the satisfactory completion of all Work performed under this Contract no later than ten (10) calendar days from the receipt of payment from SBCTA. CONSULTANT also agrees to return any retainage payments to each subconsultant within ten (10) calendar days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval by SBCTA. SBCTA reserves the right to request documentation from CONSULTANT showing payment has been made to its subconsultants. SBCTA also reserves the right, at its own sole discretion, to issue joint checks to CONSULTANT and any subconsultant(s), which shall constitute payment to CONSULTANT in compliance with the terms of this Contract. This clause applies to both DBE and non-DBE subconsultants.
- 4.7 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31 are subject to repayment by CONSULTANT to SBCTA.

## **ARTICLE 5. TAXES, DUTIES AND FEES**

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

## **ARTICLE 6. AVAILABILITY OF FUNDS**

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

## **ARTICLE 7. PERMITS AND LICENSES**

CONSULTANT shall, without additional compensation, keep current all governmental permits, certificates and licenses (including professional licenses) 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/CIVIL RIGHTS**

- 13.1 During the term of this Contract, CONSULTANT shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military or veteran status. CONSULTANT agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
- 13.2 The CONSULTANT and all subconsultants shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, CONSULTANT and all subconsultants will ensure their services are consistent with and comply with obligations and procedures outlined in SBCTA's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.

## **ARTICLE 14. CONFLICT OF INTEREST**

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

## **ARTICLE 15. KEY PERSONNEL**

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

| <b>Name</b>      | <b>Job Classification/Function</b>              |
|------------------|---|
| Courtney Ramirez | Senior Vice President/Project Manager           |
| Robert Lowe      | Senior Vice President/Marketing Oversight       |
| Alison Peltier   | Account Manager/Support Staff                   |
| Tim Leech        | Director/ Risk Control & Safety Services        |
| Robert Frey      | Senior Vice President/Claims Advocate-Property  |
| Rachel Wrightson | Senior Vice President/Claims Advocate-Liability |
| Jack Chen        | Vice President/Claims Advocate-Workers Comp     |
| Kevin Habash     | Senior Vice President/ Analytics Specialist     |

## **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. 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.
- 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 Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine and shall be confidential.
- 17.7 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 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 \$5,000,000 per claim
- An annual aggregate limit of not less than \$10,000,000
- Coverage shall be appropriate for the CONSULTANT'S profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT'S professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the

CONSULTANT may be legally liable.

- If Coverage is on a claims made basis:
  - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.
  - CONSULTANT shall secure and maintain “tail” coverage for a minimum of five (5) years after Contract completion.

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 and products and completed operations.
  - \$7,000,000 per occurrence limit for property damage or bodily injury
  - \$2,000,000 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.

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 **\$3,000,000** each accident. This total limits of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
- Combined Bodily Injury and Property Damage Liability insurance. The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

21.1.6 Pollution Liability. Intentionally Omitted

21.1.7 Cyber Liability Insurance. Appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving 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.

21.1.8 Railroad Protective Liability. Intentionally Omitted

21.2. General Provisions

21.2.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VIII or better and if policies are

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

- 21.2.2 Additional Insured Coverage. All policies, except those for Cyber Liability, Workers' Compensation and Professional Liability insurance, shall 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.
- 21.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA's Risk Manager 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; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate.
- 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 express 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 exceptions of Professional Liability, Cyber 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, with the exception of Professional and Cyber Liability, 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, except Professional Liability and Cyber Liability 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, with the exception of Professional Liability and Cyber Liability Policies.
- 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 INTENTIONALLY OMITTED.**

22.2 For all Work and obligations under this Contract, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA and its authorized officers, employees and agents ("Indemnitees"), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from any act or omissions of Consultant, incurred by SBCTA, except where caused by the sole negligence or willful misconduct of one or more Indemnitees. "Sole negligence" and "willful misconduct" shall have the meanings set forth in 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: these Contract Articles, Exhibit A “Scope of Work”, and Exhibit B “Price Proposal”, SBCTA’s Request for Proposal and CONSULTANT’s proposal, all of which are incorporated into this Contract by this reference.
- 31.2 The following order of precedence shall apply: first, the Contract Articles; second, Exhibits A and B; third, SBCTA’s Request for Proposal; and last, CONSULTANT’s proposal. In the event of a conflict between the Contract Articles and the Scope of Work, the Contract Articles will prevail.
- 31.3 In the event of an express conflict between the documents listed in this Article, or between any other documents which are a part of the Contract, CONSULTANT shall notify SBCTA in writing within three (3) business days of its discovery of the conflict and shall comply with SBCTA's resolution of the conflict.

## **ARTICLE 32. COMMUNICATIONS AND NOTICES**

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

| <b>To CONSULTANT</b>                                | <b>To SBCTA</b>  |
|---|--|
| <b>18100 Von Karman Ave., 10<sup>th</sup> Floor</b> | <b>1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor</b> |
| <b>Irvine, CA 92612</b>                             | <b>San Bernardino, CA 92410-1715</b>                       |
| <b>Attn: Courtney Ramirez</b>                       | <b>Attn: Steven Keller</b>                                 |
| <b>Email: cramirez@alliant.com</b>                  | <b>Email: skeller@gosbcta.com</b>                          |
| <b>Phone: (949) 660-8133</b>                        | <b>Phone: (909) 884-8276</b>                               |
|   | <b>Copy: Procurement Manager</b>                           |
|   | <b>Email: procurement@gosbcta.com</b>                      |

### **ARTICLE 33. DISPUTES**

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

### **ARTICLE 34. GRATUITIES**

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

### **ARTICLE 35. REVIEW AND ACCEPTANCE**

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

### **ARTICLE 36. CONFIDENTIALITY**

See Article 17.

### **ARTICLE 37. EVALUATION OF CONSULTANT**

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

### **ARTICLE 38. SAFETY**

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



### **ARTICLE 39. DRUG FREE WORKPLACE**

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

### **ARTICLE 40. ASSIGNMENT**

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

### **ARTICLE 41. AMENDMENTS**

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

### **ARTICLE 42. PREVAILING WAGES**

INTENTIONALLY OMITTED.

### **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.

**ALLIANT INSURANCE SERVICES**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Courtney Ramirez  
Senior Vice President

By: \_\_\_\_\_  
Dawn M. Rowe  
President, Board of Directors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Ilene Anders  
Chief Financial Officer

By: \_\_\_\_\_  
Julianna K. Tillquist  
General Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CONCURRENCE**

By: \_\_\_\_\_  
Shaneka M. Morris  
Procurement Manager

Date: \_\_\_\_\_

Attachment: 23-1002957- PDF (10119 : Award Contract No. 23-1002957 with Alliant Insurance Services)



**EXHIBIT “A”**  
**“SCOPE OF WORK”**

DRAFT

## A. PURPOSE

The San Bernardino County Transportation Authority (SBCTA) Risk Management Department is responsible for working to eliminate or reduce all exposures to loss for SBCTA. We do this by transferring risk, pursuing recovery of our losses due to the actions of others, investigating accidents, effectively handling Workers' Compensation and Liability claims made against SBCTA, and make every effort to keep litigation to a minimum. Further, the Risk Management Department is responsible for ensuring that all real property assets are valued at insurance replacement cost appropriately. In an effort to meet our responsibilities, SBCTA is seeking Insurance Brokerage Services to assist with the operations insurance program.

SBCTA has the following insurance coverages:

- Commercial property,
- General liability, endorsed to include Professional Liability and Elected Officials - Director & Officers Liability coverage,
- Automotive liability,
- Excess liability,
- Crime,
- Cyber,
- Workers' Compensation and Employers' Liability.

## B. PROPERTY AND CASUALTY BROKER SERVICES

A description of SBCTA's current insurance program is included at the end this document. Workers' Compensation is currently with Cypress Insurance Co. (A Berkshire Hathaway Homestate Company.) An insurance brokerage responding to this request should demonstrate substantial, high-level knowledge, expertise, and aptitude to perform in the following areas:

1. Evaluation of the existing SBCTA's property and casualty insurance program and suggest recommendations for additions or changes to coverage and limits of insurance.
2. Develop a complete understanding of SBCTA's operations and objectives, both short and long term and work with SBCTA to manage risks and control costs by:
  - a. Analyzing factors affecting SBCTA's cost of risk
  - b. Exploring alternative approaches to risk
  - c. Developing, recommending, negotiating, and implementing cost-effective insurance and other risk financing programs

- d. Prepare a comprehensive insurance market submission for each line of coverage, which accurately conveys SBCTA's requirements and priorities procure a real property appraisal to accurately determine insurance replacement cost for each real property asset. A property schedule is included at the end of this document.
3. Arrange and procure a real property appraisal to accurately determine insurance replacement cost for each real property asset. A property schedule is included at the end of this document.
4. Act as an insurance broker for SBCTA by negotiating on their behalf with insurance companies for:
  - a. Coverage terms
  - b. Service
  - c. Premiums
  - d. Placement of coverage with insurers
  - e. If necessary, negotiate manuscript policy language
5. Purchase such insurance coverage as specified by SBCTA, or their designee, in accordance with designated requirements and procedures. Ensure that SBCTA has no less than 30 days to pay all required premiums from receipt of premium invoices.
6. Develop an annual service plan for each line of coverage, including options of programs and products that meet the needs of SBCTA.
7. Develop and maintain exposure data. Provide feedback on issues, appropriate coverage, and limits to effectively treat those exposures.
8. Identify insurers and reinsurers (as needed) which have demonstrated a proven ability and capability to meet solvency, service, and loss control requirements.
9. Follow up with insurers for timely issuance of policies, endorsements, audits and other requirements.

### **C. SCOPE OF SERVICES, PERIOD OF PERFORMANCE, AND BUDGET**

There are three (3) primary tasks specified in the scope of work for this project as follows:

#### **TASK 1.0 - SCOPE OF SERVICES**

The CONSULTANT will market, evaluate, negotiate, and place the operations insurance program.

- 1.1. The CONSULTANT will evaluate the current insurance programs to ensure adequate insurance protection at optimum costs. Develop specifications, underwriting information and marketing strategy for various insurance programs, including the recommended coverage, deductible and self-retention levels.

- 1.2. The services performed by the CONSULTANT shall include, but not be limited to, identifying the most qualified insurers and programs. At a minimum, the criteria for insurance placement shall be based on financial stability, ability to pay claims, the cost of insurance, and coverage.
- 1.3. Where advantageous, the CONSULTANT shall author a manuscript form to meet the specific needs of the San Bernardino County Transportation Authority (SBCTA) as opposed to trying to conform those needs to standard policy forms. The CONSULTANT shall design all insurance programs and policies to provide required coverage at optimum cost. The CONSULTANT shall obtain acceptance for the manuscript form in the market or utilize standard policies where requirements are not unique and there are benefits in doing so. As a reference, SBCTA's current Insurance Policy Coverage is attached hereunder as "Attachment 1". Please note, no employee benefit insurance is being requested for this RFP.
- 1.4. As mutually agreed, the CONSULTANT shall initiate marketing of renewal lines of coverage at least four months in advance of expiration, identifying markets of choice and anticipated results.
- 1.5. The CONSULTANT shall also negotiate with underwriters and intermediaries to obtain the most favorable insurance placement terms and conditions at the most economical price and present recommendations to Risk Management, Executive Staff, and to the SBCTA Board of Directors (Board). For each recommendation, the benefits and disadvantages shall be clearly identified.
- 1.6. For existing coverages as part of this base contract, the CONSULTANT will be paid on a firm fixed price and all insurance will be marketed and placed on a net of commission basis. Any other remuneration received by the selected broker indirectly as a result of any SBCTA placement must be fully disclosed. If an owned or affiliated broker is used for part or the entire placement, the CONSULTANT shall disclose income received and be prepared to verify incomes earned.
- 1.7. If appropriate, recommend self-insurance, and develop detailed implementation process.
- 1.8. Assist SBCTA's Risk Manager and/or designee in implementing the self-insurance programs, including any claims processing and subrogation assistance as necessary.

## **TASK 2.0 - PERIOD OF PERFORMANCE**

The CONSULTANT will market, evaluate, negotiate, and place the operations insurance program.

### ***On-going account and support services***

The CONSULTANT shall serve as a strong advocate of SBCTA in all of its dealings with insurers in the placement and administration of insurance programs. SBCTA will rely upon the CONSULTANT to advise on various matters, such as exposure reduction, changes in laws or regulations, fluctuations in markets, and the cost of risk. The CONSULTANT shall provide to the Risk Manager a written recap of strategies discussed with the risk management staff following any renewal strategy meetings, to be used as supporting documentation in staff reports submitted to the Board. The CONSULTANT shall have sufficient resources to address the following requirements:

- 2.1 Attend all Board and General Policy Committee meetings if requested by SBCTA, Risk Manager, when any insurance items/awards are on the agenda.
- 2.2 Provide information to assist SBCTA in benchmarking its programs compared to other public transit properties.
- 2.3 Designate and name, in writing, a service team which will be available at any time upon reasonable notice on any and all matters relating to the enumerated tasks. Any replacement of the team leader would be subject to SBCTA review and approval. The CONSULTANT should notify SBCTA promptly of any service account team member changes.
- 2.4 Arrange and schedule an annual Loss Control inspection of facilities and equipment to assess risk and provide input into the development of the recommended future insurance programs. Assist the SBCTA Risk Manager and/or designee in identifying and evaluating property exposure to loss, including reviewing previous analysis and evaluations. Recommend insurance programs and policies that provide required coverage at optimum costs.
- 2.5 Arrange and procure (1) real property appraisal to accurately determine the insurance replacement cost for each real property asset.
- 2.6 Investigate and provide analyses and recommendations regarding the rights of the insured agencies under their various insurance policies to enable these agencies to protect and enforce any and all rights that they may have thereunder, including rights of indemnity and defense.

### **TASK 3.0 - BUDGET - ANNUAL REPORTS**

#### ***Production and Submittal of Reports***

The CONSULTANT shall provide an annual insurance renewal report to assist the Risk Manager in an annual review of insurance coverage to the General Policy Committee in May of each year that may address the following:

- 3.1. An analysis of the program status areas requiring budget or other action; underwriting concerns and issues, developments in the marketplace or legislatively, and objectives for the coming year. Copies of studies completed and accepted during the year shall be incorporated into any report.
- 3.2. A summary of all insurance placed by line of coverage, carrier, their participating layer of coverage, scope of coverage, commissions, deductibles, and premium, and provide a forecast each April for the following fiscal year (July 1 to June 30), including projected cost of insurance premiums, and any additional service costs. Provide notice of forecast changes on an ongoing basis during the year as a result of market developments or other events that may have potential impacts on SBCTA's program.
- 3.3. An annual timeline of renewals, complete with dates of all activities, strategy meetings, renewal specifics to market, staff reports, deadlines, market, General Policy Committee, and Board meeting dates.

- 3.4. Information on premiums paid, claims paid, outstanding reserves, and the total incurred for all claims (on each insurance program placed). The information should reconcile with both insurance company and SBCTA data.

#### **D. CONTINUING EDUCATION AND TRAINING SEMINARS**

The CONSULTANT may be called upon to advise or assist Risk Management in the education of Board members, executive staff, contract administrators or other interested SBCTA departments on insurance related programs. The CONSULTANT may also be called upon to advise any new administrative staff in the maintenance of certificates of insurance, policy endorsements, and binders.

#### **E. DELIVERABLES**

##### **Reports:**

1. The CONSULTANT shall provide an update on insurance market trends and any legislative changes impacting the Risk Management Program (e.g., FEMA changes in handling disasters and insurance coverage, etc.).
2. The CONSULTANT shall establish and update annually, via broker-provided assessment services, a computerized list of SBCTA's current insurable values for property, I-10 Express Lanes property, and all other properties on a replacement cost basis. The CONSULTANT shall identify those structures or operations sites, which would be replaced by alternate methods of construction in the event of major loss or damage.

##### **Timelines:**

1. Once appointed as SBCTA's Broker of Record, the CONSULTANT will begin a smooth transition of the work-flow from SBCTA's current broker(s) to the Consultant. Given the absolute importance of a successful transition for each new CONSULTANT client, the CONSULTANT will employ the following steps during the implementation of the program to make the transition as seamless as possible for SBCTA:

##### **Step 1: Identify Appropriate Personnel/Discuss the Defined Service and Marketing Process**

- Identify individuals who will be involved in the transition from the CONSULTANT and SBCTA.
- Discuss Defined Service and Marketing Process and tailor it to SBCTA's unique needs.
- Facilitate dialogue between key personnel at the CONSULTANT and SBCTA, including claims, loss prevention, accounting, board members, etc.

##### **Step 2: Notify Carriers**

- The CONSULTANT will prepare Broker of Record Letters (BORs) for SBCTA and then file it with the appropriate carriers.
- Confirm acceptance of all BORs filed.

### Step 3: Information Gathering/Data Acquisition

- Financial statements
- Audits
- Actuarial studies
- Bylaws
- Claims data
- Corporate information
- Exposure data
- Draft submissions
- Exposure data
- Historical Policy Digest
- Policies/Summaries
- Schedules or other data elements

### Step 4: Administrative

- Create Open Items Report.
- Further develop annual work plan to include all key stewardship tasks/dates/milestones.
- Develop protocol for execution of all key deliverables.
- Identify and plan for any other key administrative tasks as defined by SBCTA.
- Provide laminated team charts/contact cards.
- Execute service agreement

### Step 5: Risk Identification

- Review all data accumulated from the information gathering/data acquisition process.
- Discuss with key operational personnel (operations, finance, legal, quality, risk, claims).
- Strategic discussions regarding mission, key SBCTA initiatives, financial goals, short- and long- term operational and financial goals, unique financial issues, risk philosophy.
- Discuss unique claims or risk issues as defined by SBCTA.

### Step 6: Documentation and Implementation

- Prepare a summary report detailing the process, observations, and key findings.
- Review summary document and confirm findings.
- Develop renewal timeline in conjunction with the Annual Work Plan.

The CONSULTANT service team will coordinate these activities. The CONSULTANT shall become intimately familiar with SBCTA's overall insurance program and unique loss exposures, utilizing information from SBCTA's website, financial statements, and loss runs; an analysis of its policy language and coverage to determine the exact coverage being provided; personal discussions; and on-site visits. The CONSULTANT will use its unique five-part Risk Identification Model to identify and analyze your unique loss exposures.

The CONSULTANT will develop a Risk Profile unique to SBCTA. This Risk Profile will be compared to SBCTA's current insurance coverage to: determine any serious or unanticipated gaps that exist; review the retentions and insurance limits; and provide SBCTA with a written report outlining our observations and recommendations.

Further, the CONSULTANT will develop a complete understanding of SBCTA's operations and objectives, both short and long term to manage risks and control costs.



No less than 100 days prior to a major policy renewal date, the CONSULTANT will:

Develop specifications, underwriting information and marketing strategy and coordinate a renewal strategy meeting to review the current insurance market, results achieved for similar clients, analysis of viable underwriter alternatives, their capacity, and deductible preferences; obtain SBCTA's input on the desirability of any particular market; provide pricing ranges; and suggest a renewal timeline and renewal option.

*a) Due Date: March 18, 2024*

No less than 75 days prior to a major policy renewal date, the CONSULTANT will:

Coordinate all underwriter meetings benefiting SBCTA and the agreed upon renewal strategy. The CONSULTANT will provide assistance to SBCTA in structuring the presentation material and provide input and guidance on the graphic representations of SBCTA's unique results, risks, and operations, thereby distinguishing SBCTA from others in similar industry. Whenever possible, these meetings shall take place at the SBCTA offices.

The underwriting submission and the underwriter presentation shall be available to the market at least 75 days prior to SBCTA's renewal

*a) Due Date: April 11, 2024*

In order for SBCTA to make the best informed and educated renewal decision, the CONSULTANT will prepare a renewal proposal analysis including an Executive Summary and a detailed Coverage Analysis section. The CONSULTANT will ensure that SBCTA's report identifies the most qualified insurers and programs which at a minimum will be based on financial stability, ability to pay claims, cost of insurance, and coverage. Through the Consultant's marketing effort, all viable markets will be engaged and options will be presented to SBCTA that represent the most favorable insurance placement terms and conditions at the most economical price. The CONSULTANT will accompany its proposal with recommendations on benefits and disadvantages of each proposed option to key individuals within SBCTA.

2. Provide Insurance Binder with proposed policy renewals and costs. Meet and review information with SBCTA Risk Manager and/or designee.

*a) Due Date: As determined in the Renewal Strategy Meeting described above*

3. Upon approval of insurance policy renewals, bind insurance coverage.

*a) Due Date: As determined in the Renewal Strategy Meeting described above*

Deliver insurance policy renewal documents/endorsements and invoices to Risk Manager. The CONSULTANT will create a Desk Reference that will include insurance summaries of the coverage's bound, claims reporting instructions and contact information for SBCTA's dedicated service team.

*b) Due Date: As determined in the Renewal Strategy Meeting described above*

Additionally, the CONSULTANT is committed to performing the following on-going services:

- Develop an annual service plan for each line of coverage, including options of programs and products that meet the needs of SBCTA;



- Continued advocacy on behalf of SBCTA to respective insurer in the placement and administration of the various insurance programs. The CONSULTANT will advise SBCTA on various matters such as additional areas of exposure reduction, changes in laws or regulation, market conditions, and changes thereto and risk financing/cost of risk solutions.
- Develop and maintain exposure data, provide feedback on issues, appropriate coverage and limits to effectively treat those exposures;
- Identify insurers and reinsurers (as needed) which have demonstrated a proven ability and capability to meet solvency, service and loss control requirements;
- Follow up with insurers for timely issuance of policies, endorsements, audits and other requirements;
- Provide reports as needed by SBCTA;
- Attend all Board and General Policy Committee meetings as requested by SBCTA;
- Provide information to SBCTA which shall assist to benchmark its program against other public transit authorities, relative to retentions, limits, and coverage considerations.
- Provide market and legislation updates;
- Monitor excess carriers' liability claims handling and attend meetings related to claims, as requested;
- Assist SBCTA in updating manuals and other internal documents, upon request;
- Advise SBCTA with respect to safety, loss prevention, loss control and claims services;
- Provide training to address various needs within SBCTA, not to be limited to Insurance Requirements in Contracts, education related to SBCTA insurance programs, market conditions, changes to standard ISO forms and other emerging trends, etc.;
- Maintenance of a computerized statement of values.

**SBCTA 2022-2023 CURRENT INSURANCE PROGRAM**

| Nature of Insurance                       |               |                  | Limits        | Policy Term             | SBCTA<br>Premium<br>(Approx) | Insurance Carrier                       |
|---|---------------|------------------|---------------|-------------------------|------------------------------|---|
| <u>Public</u>                             | <u>Entity</u> | <u>Liability</u> | \$5,000,000   | 09/29/2022 – 09/29/2023 | \$194,079                    | SLIP – Great American Insurance Company |
| <u>Coverage</u>                           |               |                  | Primary layer |                         |                              |   |
| Breach of Contract Claims                 |               |                  | \$50,000      |                         |                              |   |
| Injunctive/Non-Monetary Claims            |               |                  | \$100,000     |                         |                              |   |
| Public Official Errors & Omissions        |               |                  | Included      |                         |                              |   |
| Uninsured/Underinsured Motor vehicle      |               |                  | \$1,000,000   |                         |                              |   |
| Auto Liability - Owned/non-owned          |               |                  | \$2,000,000   |                         |                              |   |
| Professional Liability for licensed Staff |               |                  | \$5,000,000   |                         |                              |   |
| Self-Insured Retention                    |               |                  | \$50,000      |                         |                              |   |

| Nature of Insurance                     | Limits                  | Policy Term               | SBCTA<br>Premium<br>(Approx) | Insurance<br>Carrier                        |
|---|-------------------------|---------------------------|------------------------------|---|
| Excess Liability                        | 10,000,000<br>5,000,000 | 09/29/2022-<br>09/29/2023 | \$ 86,487                    |   |
| Follow Form/Drop down                   |                         |                           |                              |   |
| <u>Property Coverage</u>                | \$126,328,40<br>(TIV)   | 07/2022<br>07/2023        | \$184,890                    | Great<br>American<br>Insurance<br>Company   |
| Personal Property                       | \$100,000               |                           |                              |   |
| Extra Expense                           | \$250,000               |                           |                              |   |
| Business Income                         | \$100,000               |                           |                              |   |
| Terrorism                               | Included                |                           |                              |   |
| Deductible                              | \$50,000                |                           |                              |   |
| <u>Workers' Compensation</u>            | Statutory               | 07/2022<br>07/2023        | \$48,437                     | Berkshire<br>Hathaway                       |
| Employer's Liability –<br>Each Accident | \$1,000,000             |                           |                              |   |
| Disease, Policy Limit                   | \$1,000,000             |                           |                              |   |
| Disease, Per Employee                   | \$1,000,000             |                           |                              |   |
| *Estimated Payroll                      | \$6,048,306             |                           |                              |   |
| <u>Cyber Coverage</u>                   | \$16,000,000            | 07/2022<br>07/2023        | \$15,997                     | PRISM -<br>Beazley Breach<br>Response       |
| Privacy Liability                       | \$5,000,000             |                           |                              |   |
| Data Breach Fund                        | \$5,000,000             |                           |                              |   |
| Network Security Liability              | \$16,000,000            |                           |                              |   |
| Retention                               | \$5,000                 |                           |                              |   |
| <u>Crime</u>                            |                         | 07/2022<br>07/2023        | \$9,946                      | National Union<br>Fire Insurance<br>Company |
| Employee Theft                          | \$10,000,000            |                           |                              |   |
| Forgery                                 | \$1,000,000             |                           |                              |   |

Attachment: 23-1002957- PDF (10119 : Award Contract No. 23-1002957 with Alliant Insurance Services)

|  |             |       |
|--|-------------|-------|
| Inside the Premises – Theft<br>of Money & Securities | \$1,000,000 |       |
| Computer Fraud                                       | \$1,000,000 | 9,946 |
| Funds Transfer Fraud                                 | \$1,000,000 |       |
| Money Orders & Counterfeit<br>Money                  | \$50,000    |       |
| Deductible   | \$2,500     |       |

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## Property Schedule

San Bernardino County Transportation Authority

San Bernardino, California

| Building     | Building Name   | Insp. Date                                     | Year Built | Entry Alarm | Manual Fire Alarm | Auto Fire Alarm | Sprinkler | Avg Story Height | Floors | Total Floor Area | Building CRN |
|--------------|---|--|------------|-------------|-------------------|-----------------|-----------|------------------|--------|------------------|--------------|
| Member:      | 001   | SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY |            |             |                   |                 |           |                  |        |                  |              |
| Site:        | 1   | TRAIN DEPOT                                    |            |             |                   |                 |           |                  |        |                  |              |
| 1<br>ID: 4   | <b>TRAIN DEPOT</b><br>FIRE RESISTIVE (80%); JOISTED MASONRY (20%)<br>1170 WEST 3RD STREET<br>SAN BERNARDINO, CA 92410<br>Latitude: 34.10416582 Flood Zone:<br>Longitude: -117.30921999 Flood Certificate: | 05/04/2022                                     | 1918       | Yes         | 100               | 100             | 100       | 20               | 2      | 55,000           | 33,741,000   |
| 2<br>ID: 5   | <b>OVERPASS</b><br>MODIFIED FIRE RESISTIVE (100%)<br>1170 WEST 3RD STREET<br>SAN BERNARDINO, CA 92410<br>Latitude: 34.10434942 Flood Zone:<br>Longitude: -117.31063423 Flood Certificate:                 | 05/04/2022                                     | 2017       | No          | 100               | 100             | 100       | 22               | 2      | 2,880            | 6,886,000    |
| 2<br>ID: 112 | <b>METROLINK PLATFORM #2B</b><br>FIRE RESISTIVE (100%)<br>3330 EAST FRANCIS STREET<br>ONTARIO, CA 91761<br>Latitude: 34.04006228 Flood Zone:<br>Longitude: -117.57998548 Flood Certificate:               | 05/03/2022                                     | 2000       | No          |                   |                 |           | 9                | 1      | 5,300            | 2,253,000    |
| 3A<br>ID: 64 | <b>CANOPY G3</b><br>NON-COMBUSTIBLE (100%)<br>1170 WEST 3RD STREET<br>SAN BERNARDINO, CA 92410<br>Latitude: 34.10434942 Flood Zone:<br>Longitude: -117.31063423 Flood Certificate:                        | 05/05/2022                                     | 2010       | No          |                   |                 |           | 9                | 1      | 260              | 91,000       |

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San Bernardino County Transportation Authority

San Bernardino, California

| Building               | Building Name   | Insp. Date                                     | Year Built | Entry Alarm | Manual Fire Alarm | Auto Fire Alarm | Sprinkler | Avg Story Height | Floors | Total Floor Area | Building CRN      |
|------------------------|---|--|------------|-------------|-------------------|-----------------|-----------|------------------|--------|------------------|-------------------|
| Member:                | 001   | SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY |            |             |                   |                 |           |                  |        |                  |                   |
| Site:                  | 1   | TRAIN DEPOT                                    |            |             |                   |                 |           |                  |        |                  |                   |
| 3B<br>ID: 67           | <b>CANOPY G1</b><br>MASONRY NON-COMBUSTIBLE (100%)<br>1170 WEST 3RD STREET<br>SAN BERNARDINO, CA 92410<br><b>Latitude:</b> 34.10434942<br><b>Longitude:</b> -117.31063423   | 05/05/2022                                     | 2010       | No          |                   |                 |           | 9                | 1      | 260              | 91,000            |
| 3C<br>ID: 65           | <b>CANOPY G2</b><br>NON-COMBUSTIBLE (100%)<br>1170 WEST 3RD STREET<br>SAN BERNARDINO, CA 92410<br><b>Latitude:</b> 34.10434942<br><b>Longitude:</b> -117.31063423           | 05/05/2022                                     | 2010       | No          |                   |                 |           | 9                | 1      | 260              | 91,000            |
| 3D<br>ID: 63           | <b>CANOPY G4</b><br>NON-COMBUSTIBLE (100%)<br>1170 WEST 3RD STREET<br>SAN BERNARDINO, CA 92410<br><b>Latitude:</b> 34.10434942<br><b>Longitude:</b> -117.31063423           | 05/05/2022                                     | 2010       | No          |                   |                 |           | 9                | 1      | 260              | 91,000            |
| 3E<br>ID: 66           | <b>CANOPY G5 - TICKETS</b><br>NON-COMBUSTIBLE (100%)<br>1170 WEST 3RD STREET<br>SAN BERNARDINO, CA 92410<br><b>Latitude:</b> 34.10434942<br><b>Longitude:</b> -117.31063423 | 05/05/2022                                     | 2010       | No          |                   |                 |           | 9                | 1      | 32               | 13,000            |
| <b>Total for Site:</b> | <b>1</b>  | <b>TRAIN DEPOT</b>                             |            |             |                   |                 |           |                  |        | <b>64,252</b>    | <b>43,257,000</b> |

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| Building        | Building Name   | Insp. Date                                     | Year Built             | Entry Alarm | Manual Fire Alarm | Auto Fire Alarm | Sprinkler | Avg Story Height | Floors | Total Floor Area | Building CRN |
|-----------------|---|--|------------------------|-------------|-------------------|-----------------|-----------|------------------|--------|------------------|--------------|
| Member:         | 001   | SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY |                        |             |                   |                 |           |                  |        |                  |              |
| Site:           | 10  | METROLINK PLATFORM #11                         |                        |             |                   |                 |           |                  |        |                  |              |
| 1               | <b>METROLINK PLATFORM #2F SOUTHERN PLATFORM</b>   | 05/04/2022                                     | 2000                   | No          |                   |                 |           | 10               | 1      | 14,000           | 5,950,000    |
| ID: 2           | FIRE RESISTIVE (100%)<br>124 SOUTH E STREET<br>SAN BERNARDINO, CA 92410<br>Latitude: 34.09960020 Flood Zone:<br>Longitude: -117.29506416 Flood Certificate: |  |                        |             |                   |                 |           |                  |        |                  |              |
| 2               | <b>METROLINK PLATFORM #3F LARGER CENTER</b>   | 05/04/2022                                     | 2000                   | No          |                   |                 |           | 10               | 1      | 21,000           | 8,925,000    |
| ID: 3           | FIRE RESISTIVE (100%)<br>124 SOUTH E STREET<br>SAN BERNARDINO, CA 92410<br>Latitude: 34.09970999 Flood Zone:<br>Longitude: -117.29483526 Flood Certificate: |  |                        |             |                   |                 |           |                  |        |                  |              |
| Total for Site: |   | 10   | METROLINK PLATFORM #11 |             |                   |                 |           |                  |        | 35,000           | 14,875,000   |

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| Building     | Building Name  | Insp. Date                                     | Year Built | Entry Alarm | Manual Fire Alarm | Auto Fire Alarm | Sprinkler | Avg Story Height | Floors | Total Floor Area | Building CRN |
|--------------|--|--|------------|-------------|-------------------|-----------------|-----------|------------------|--------|------------------|--------------|
| Member:      | 001  | SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY |            |             |                   |                 |           |                  |        |                  |              |
| Site:        | 12   | METROLINK PLATFORM #7                          |            |             |                   |                 |           |                  |        |                  |              |
| 1<br>ID: 6   | <b>BUILDING- STAFF BREAKROOMS</b><br>JOISTED MASONRY (100%)<br>124 SOUTH E STREET<br>SAN BERNARDINO, CA 92410<br><b>Latitude:</b> 34.09940708<br><b>Longitude:</b> -117.29651754 | 05/04/2022                                     | 2010       | No          | 100               | 100             | 0         | 18               | 1      | 4,800            | 1,812,000    |
| 2A<br>ID: 1  | <b>CANOPY E1</b><br>NON-COMBUSTIBLE (100%)<br>124 SOUTH E STREET<br>SAN BERNARDINO, CA 92410<br><b>Latitude:</b> 34.09962679<br><b>Longitude:</b> -117.29599868                  | 05/04/2022                                     | 2000       | No          |                   |                 |           | 10               | 1      | 400              | 140,000      |
| 2A<br>ID: 62 | <b>CANOPY E2</b><br>NON-COMBUSTIBLE (100%)<br>124 SOUTH E STREET<br>SAN BERNARDINO, CA 92410<br><b>Latitude:</b> 34.09962679<br><b>Longitude:</b> -117.29599868                  | 05/05/2022                                     | 2010       | No          |                   |                 |           | 9                | 1      | 360              | 126,000      |
| 3A<br>ID: 61 | <b>CANOPY E3</b><br>NON-COMBUSTIBLE (100%)<br>124 SOUTH E STREET<br>SAN BERNARDINO, CA 92410<br><b>Latitude:</b> 34.09962679<br><b>Longitude:</b> -117.29599868                  | 05/05/2022                                     | 2010       | No          |                   |                 |           | 9                | 1      | 360              | 126,000      |

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| Building     | Building Name   | Insp. Date                                     | Year Built | Entry Alarm | Manual Fire Alarm | Auto Fire Alarm | Sprinkler | Avg Story Height | Floors | Total Floor Area | Building CRN |
|--------------|---|--|------------|-------------|-------------------|-----------------|-----------|------------------|--------|------------------|--------------|
| Member:      | 001   | SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY |            |             |                   |                 |           |                  |        |                  |              |
| Site:        | 12  | METROLINK PLATFORM #7                          |            |             |                   |                 |           |                  |        |                  |              |
| 4A<br>ID: 60 | <b>CANOPY E4</b><br>NON-COMBUSTIBLE (100%)<br>124 SOUTH E STREET<br>SAN BERNARDINO, CA 92410<br><b>Latitude:</b> 34.09962679<br><b>Longitude:</b> -117.29599868 | 05/05/2022                                     | 2010       | No          |                   |                 |           | 9                | 1      | 360              | 126,000      |
| 5A<br>ID: 59 | <b>CANOPY E5</b><br>NON-COMBUSTIBLE (100%)<br>124 SOUTH E STREET<br>SAN BERNARDINO, CA 92410<br><b>Latitude:</b> 34.09962679<br><b>Longitude:</b> -117.29599868 | 05/05/2022                                     | 2010       | No          |                   |                 |           | 9                | 1      | 360              | 126,000      |
| 6A<br>ID: 58 | <b>CANOPY E6</b><br>NON-COMBUSTIBLE (100%)<br>124 SOUTH E STREET<br>SAN BERNARDINO, CA 92410<br><b>Latitude:</b> 34.09962679<br><b>Longitude:</b> -117.29599868 | 05/05/2022                                     | 2010       | No          |                   |                 |           | 9                | 1      | 360              | 126,000      |
| 7A<br>ID: 57 | <b>CANOPY E7</b><br>NON-COMBUSTIBLE (100%)<br>124 SOUTH E STREET<br>SAN BERNARDINO, CA 92410<br><b>Latitude:</b> 34.09962679<br><b>Longitude:</b> -117.29599868 | 05/05/2022                                     | 2010       | No          |                   |                 |           | 9                | 1      | 360              | 126,000      |

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| Building               | Building Name   | Insp. Date                                     | Year Built            | Entry Alarm | Manual Fire Alarm | Auto Fire Alarm | Sprinkler | Avg Story Height | Floors | Total Floor Area | Building CRN |
|------------------------|---|--|-----------------------|-------------|-------------------|-----------------|-----------|------------------|--------|------------------|--------------|
| Member:                | 001   | SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY |                       |             |                   |                 |           |                  |        |                  |              |
| Site:                  | 12  | METROLINK PLATFORM #7                          |                       |             |                   |                 |           |                  |        |                  |              |
| 8A<br>ID: 56           | <b>CANOPY E8</b><br>NON-COMBUSTIBLE (100%)<br>124 SOUTH E STREET<br>SAN BERNARDINO, CA 92410<br><b>Latitude:</b> 34.09962679<br><b>Longitude:</b> -117.29599868 | 05/05/2022                                     | 2010                  | No          |                   |                 |           | 9                | 1      | 360              | 126,000      |
| 9A<br>ID: 55           | <b>CANOPY E9</b><br>NON-COMBUSTIBLE (100%)<br>124 SOUTH E STREET<br>SAN BERNARDINO, CA 92410<br><b>Latitude:</b> 34.09962679<br><b>Longitude:</b> -117.29599868 | 05/05/2022                                     | 2010                  | No          |                   |                 |           | 9                | 1      | 360              | 126,000      |
| <b>Total for Site:</b> |   | 12   | METROLINK PLATFORM #7 |             |                   |                 |           |                  |        | 8,080            | 2,960,000    |

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| Building               | Building Name  | Insp. Date                                     | Year Built | Entry Alarm           | Manual Fire Alarm | Auto Fire Alarm | Sprinkler | Avg Story Height | Floors | Total Floor Area | Building CRN |
|------------------------|--|--|------------|-----------------------|-------------------|-----------------|-----------|------------------|--------|------------------|--------------|
| Member:                | 001  | SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY |            |                       |                   |                 |           |                  |        |                  |              |
| Site:                  | 16   | METROLINK PLATFORM #9                          |            |                       |                   |                 |           |                  |        |                  |              |
| 1<br>ID: 116           | <b>METROLINK PLATFORM #1D</b><br>FIRE RESISTIVE (100%)<br>261 SOUTH PALM AVENUE<br>RIALTO, CA 92376<br>Latitude: 34.09680247<br>Longitude: -117.37212579 | 05/03/2022                                     | 2010       | No                    |                   |                 |           | 10               | 1      | 9,800            | 4,165,000    |
| <b>Total for Site:</b> |  |  | 16         | METROLINK PLATFORM #9 |                   |                 |           |                  |        | 9,800            | 4,165,000    |

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| Building     | Building Name   | Insp. Date                                     | Year Built | Entry Alarm | Manual Fire Alarm | Auto Fire Alarm | Sprinkler | Avg Story Height | Floors | Total Floor Area | Building CRN |
|--------------|---|--|------------|-------------|-------------------|-----------------|-----------|------------------|--------|------------------|--------------|
| Member:      | 001   | SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY |            |             |                   |                 |           |                  |        |                  |              |
| Site:        | 17  | METROLINK PLATFORM #2                          |            |             |                   |                 |           |                  |        |                  |              |
| 1<br>ID: 115 | <b>METROLINK PLATFORM #1A</b><br>FIRE RESISTIVE (100%)<br>5091 RICHTON STREET<br>MONTCLAIR, CA 91763<br><b>Latitude:</b> 34.09392516<br><b>Longitude:</b> -117.69629971 | 05/03/2022                                     | 2010       | No          |                   |                 |           | 10               | 1      | 16,200           | 6,885,000    |
| 2<br>ID: 113 | <b>METROLINK PLATFORM #2A</b><br>FIRE RESISTIVE (100%)<br>5091 RICHTON STREET<br>MONTCLAIR, CA 91763<br><b>Latitude:</b> 34.09391082<br><b>Longitude:</b> -117.69628459 | 05/03/2022                                     | 2010       | No          |                   |                 |           | 10               | 1      | 11,475           | 4,877,000    |
| 2<br>ID: 101 | <b>CANOPY #2</b><br>MASONRY NON-COMBUSTIBLE (100%)<br>RICHTON STREET<br>MONTCLAIR, CA 91763<br><b>Latitude:</b> 34.09449758<br><b>Longitude:</b> -117.69624744          | 05/05/2022                                     | 2010       | No          |                   |                 |           | 9                | 1      | 640              | 192,000      |
| 3<br>ID: 120 | <b>PEDESTRIAN UNDERPASS 1</b><br>FIRE RESISTIVE (100%)<br>5091 RICHTON STREET<br>MONTCLAIR, CA 91763<br><b>Latitude:</b> 34.09449758<br><b>Longitude:</b> -117.69624744 | 05/03/2022                                     | 2000       | No          |                   |                 |           | 12               | 1      | 4,716            | 6,500,000    |

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| Building     | Building Name  | Insp. Date                                     | Year Built | Entry Alarm | Manual Fire Alarm | Auto Fire Alarm | Sprinkler | Avg Story Height | Floors | Total Floor Area | Building CRN |
|--------------|--|--|------------|-------------|-------------------|-----------------|-----------|------------------|--------|------------------|--------------|
| Member:      | 001  | SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY |            |             |                   |                 |           |                  |        |                  |              |
| Site:        | 17   | METROLINK PLATFORM #2                          |            |             |                   |                 |           |                  |        |                  |              |
| 3<br>ID: 100 | <b>CANOPY #3</b><br>MASONRY NON-COMBUSTIBLE (100%)<br>RICHTON STREET<br>MONTCLAIR, CA 91763<br><b>Latitude:</b> 34.09449758<br><b>Longitude:</b> -117.69624744 | 05/05/2022                                     | 2010       | No          |                   |                 |           | 14               | 1      | 640              | 192,000      |
| 4<br>ID: 99  | <b>CANOPY #4</b><br>MASONRY NON-COMBUSTIBLE (100%)<br>RICHTON STREET<br>MONTCLAIR, CA 91763<br><b>Latitude:</b> 34.09449758<br><b>Longitude:</b> -117.69624744 | 05/05/2022                                     | 2010       | No          |                   |                 |           | 9                | 1      | 640              | 192,000      |
| 5<br>ID: 98  | <b>CANOPY #5</b><br>MASONRY NON-COMBUSTIBLE (100%)<br>RICHTON STREET<br>MONTCLAIR, CA 91763<br><b>Latitude:</b> 34.09449758<br><b>Longitude:</b> -117.69624744 | 05/05/2022                                     | 2010       | No          |                   |                 |           | 14               | 1      | 640              | 192,000      |
| 6<br>ID: 97  | <b>CANOPY #6</b><br>MASONRY NON-COMBUSTIBLE (100%)<br>RICHTON STREET<br>MONTCLAIR, CA 91763<br><b>Latitude:</b> 34.09449758<br><b>Longitude:</b> -117.69624744 | 05/05/2022                                     | 2010       | No          |                   |                 |           | 9                | 1      | 250              | 75,000       |

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| Building               | Building Name   | Insp. Date                                     | Year Built            | Entry Alarm | Manual Fire Alarm | Auto Fire Alarm | Sprinkler | Avg Story Height | Floors | Total Floor Area | Building CRN |
|------------------------|---|--|-----------------------|-------------|-------------------|-----------------|-----------|------------------|--------|------------------|--------------|
| Member:                | 001   | SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY |                       |             |                   |                 |           |                  |        |                  |              |
| Site:                  | 17  | METROLINK PLATFORM #2                          |                       |             |                   |                 |           |                  |        |                  |              |
| 7<br>ID: 96            | <b>CANOPY #7</b><br>MASONRY NON-COMBUSTIBLE (100%)<br>5091 RICHTON STREET<br>MONTCLAIR, CA 91763<br><b>Latitude:</b> 34.09449758<br><b>Longitude:</b> -117.69624744 | 05/05/2022                                     | 2010                  | No          |                   |                 |           | 9                | 1      | 250              | 75,000       |
| 8<br>ID: 102           | <b>CANOPY #1</b><br>MASONRY NON-COMBUSTIBLE (100%)<br>5091 RICHTON STREET<br>MONTCLAIR, CA 91763<br><b>Latitude:</b> 34.09449758<br><b>Longitude:</b> -117.69624744 | 05/05/2022                                     | 2010                  | No          |                   |                 |           | 9                | 1      | 640              | 192,000      |
| <b>Total for Site:</b> |   | 17   | METROLINK PLATFORM #2 |             |                   |                 |           |                  |        | 36,091           | 19,372,000   |

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| Building               | Building Name   | Insp. Date                                     | Year Built | Entry Alarm | Manual Fire Alarm | Auto Fire Alarm | Sprinkler | Avg Story Height | Floors | Total Floor Area | Building CRN      |
|------------------------|---|--|------------|-------------|-------------------|-----------------|-----------|------------------|--------|------------------|-------------------|
| Member:                | 001   | SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY |            |             |                   |                 |           |                  |        |                  |                   |
| Site:                  | 2   | METROLINK PLATFORM #6                          |            |             |                   |                 |           |                  |        |                  |                   |
| 1<br>ID: 128           | <b>METROLINK PLATFORM #1E</b><br>FIRE RESISTIVE (100%)<br>1204 WEST 3RD STREET<br>SAN BERNARDINO, CA 92410<br><b>Latitude:</b> 34.23938842<br><b>Longitude:</b> -118.63907365 | 05/03/2022                                     | 2010       | No          |                   |                 |           | 10               | 1      | 8,000            | 3,400,000         |
| 2<br>ID: 127           | <b>METROLINK PLATFORM #2E</b><br>FIRE RESISTIVE (100%)<br>1204 WEST 3RD STREET<br>SAN BERNARDINO, CA 92410<br><b>Latitude:</b> 34.23944920<br><b>Longitude:</b> -118.63922615 | 05/03/2022                                     | 2010       | No          |                   |                 |           | 10               | 1      | 13,656           | 5,804,000         |
| 3<br>ID: 126           | <b>METROLINK PLATFORM #3E</b><br>FIRE RESISTIVE (100%)<br>1204 WEST 3RD STREET<br>SAN BERNARDINO, CA 92410<br><b>Latitude:</b> 34.23946707<br><b>Longitude:</b> -118.63917473 | 05/03/2022                                     | 2010       | No          |                   |                 |           | 10               | 1      | 6,960            | 2,958,000         |
| 4<br>ID: 125           | <b>METROLINK PLATFORM #4E</b><br>FIRE RESISTIVE (100%)<br>1204 WEST 3RD STREET<br>SAN BERNARDINO, CA 92410<br><b>Latitude:</b> 34.23947365<br><b>Longitude:</b> -118.63923131 | 05/03/2022                                     | 2010       | No          |                   |                 |           | 10               | 1      | 5,800            | 2,465,000         |
| <b>Total for Site:</b> | <b>2</b>  | <b>METROLINK PLATFORM #6</b>                   |            |             |                   |                 |           |                  |        | <b>34,416</b>    | <b>14,627,000</b> |

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| Building     | Building Name  | Insp. Date                                     | Year Built | Entry Alarm | Manual Fire Alarm | Auto Fire Alarm | Sprinkler | Avg Story Height | Floors | Total Floor Area | Building CRN |
|--------------|--|--|------------|-------------|-------------------|-----------------|-----------|------------------|--------|------------------|--------------|
| Member:      | 001  | SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY |            |             |                   |                 |           |                  |        |                  |              |
| Site:        | 3  | METROLINK PLATFORM #4                          |            |             |                   |                 |           |                  |        |                  |              |
| 1<br>ID: 104 | <b>METROLINK PLATFORM #1C</b><br>FIRE RESISTIVE (100%)<br>11208 AZUSA COURT<br>RANCHO CUCAMONGA, CA 91730<br><b>Latitude:</b> 34.09200506<br><b>Longitude:</b> -117.55964483 | 05/03/2022                                     | 2000       | No          |                   |                 |           | 9                | 1      | 20,400           | 8,670,000    |
| 2<br>ID: 110 | <b>METROLINK PLATFORM #2C</b><br>FIRE RESISTIVE (100%)<br>11208 AZUSA COURT<br>RANCHO CUCAMONGA, CA 91730<br><b>Latitude:</b> 34.09160485<br><b>Longitude:</b> -117.56044957 | 05/03/2022                                     | 2011       | No          |                   |                 |           | 9                | 1      | 7,280            | 3,094,000    |
| 3<br>ID: 103 | <b>PEDESTRIAN UNDERPASS 2</b><br>FIRE RESISTIVE (100%)<br>11208 AZUSA COURT<br>RANCHO CUCAMONGA, CA 91730<br><b>Latitude:</b> 34.09182477<br><b>Longitude:</b> -117.55973548 | 05/03/2022                                     | 2011       | No          |                   |                 |           | 9                | 1      | 4,730            | 6,500,000    |
| 4A<br>ID: 79 | <b>CANOPY C1</b><br>MASONRY NON-COMBUSTIBLE (100%)<br>11208 AZUSA COURT<br>RANCHO CUCAMONGA, CA 91730<br><b>Latitude:</b> 34.09177601<br><b>Longitude:</b> -117.55975232     | 05/05/2022                                     | 2010       | No          |                   |                 |           | 9                | 1      | 150              | 64,000       |

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| Building     | Building Name  | Insp. Date                                     | Year Built | Entry Alarm | Manual Fire Alarm | Auto Fire Alarm | Sprinkler | Avg Story Height | Floors | Total Floor Area | Building CRN |
|--------------|--|--|------------|-------------|-------------------|-----------------|-----------|------------------|--------|------------------|--------------|
| Member:      | 001  | SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY |            |             |                   |                 |           |                  |        |                  |              |
| Site:        | 3  | METROLINK PLATFORM #4                          |            |             |                   |                 |           |                  |        |                  |              |
| 4B<br>ID: 80 | <b>CANOPY C2</b><br>MASONRY NON-COMBUSTIBLE (100%)<br>11208 AZUSA COURT<br>RANCHO CUCAMONGA, CA 91730<br><b>Latitude:</b> 34.09177601<br><b>Longitude:</b> -117.55975232 | 05/05/2022                                     | 2010       | No          |                   |                 |           | 9                | 1      | 150              | 64,000       |
| 4C<br>ID: 81 | <b>CANOPY C3</b><br>MASONRY NON-COMBUSTIBLE (100%)<br>11208 AZUSA COURT<br>RANCHO CUCAMONGA, CA 91730<br><b>Latitude:</b> 34.09177601<br><b>Longitude:</b> -117.55975232 | 05/05/2022                                     | 2010       | No          |                   |                 |           | 9                | 1      | 150              | 64,000       |
| 4D<br>ID: 82 | <b>CANOPY C4</b><br>MASONRY NON-COMBUSTIBLE (100%)<br>11208 AZUSA COURT<br>RANCHO CUCAMONGA, CA 91730<br><b>Latitude:</b> 34.09177601<br><b>Longitude:</b> -117.55975232 | 05/05/2022                                     | 2010       | No          |                   |                 |           | 9                | 1      | 150              | 64,000       |
| 4E<br>ID: 84 | <b>CANOPY C5</b><br>MASONRY NON-COMBUSTIBLE (100%)<br>11208 AZUSA COURT<br>RANCHO CUCAMONGA, CA 91730<br><b>Latitude:</b> 34.09177601<br><b>Longitude:</b> -117.55975232 | 05/05/2022                                     | 2010       | No          |                   |                 |           | 9                | 1      | 150              | 64,000       |



San Bernardino County Transportation Authority  
San Bernardino, California

| Building               | Building Name  | Insp. Date                                     | Year Built            | Entry Alarm | Manual Fire Alarm | Auto Fire Alarm | Sprinkler | Avg Story Height | Floors | Total Floor Area | Building CRN |
|------------------------|--|--|-----------------------|-------------|-------------------|-----------------|-----------|------------------|--------|------------------|--------------|
| Member:                | 001  | SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY |                       |             |                   |                 |           |                  |        |                  |              |
| Site:                  | 3  | METROLINK PLATFORM #4                          |                       |             |                   |                 |           |                  |        |                  |              |
| 4F<br>ID: 86           | <b>CANOPY C6</b><br>MASONRY NON-COMBUSTIBLE (100%)<br>11208 AZUSA COURT<br>RANCHO CUCAMONGA, CA 91730<br><b>Latitude:</b> 34.09177601<br><b>Longitude:</b> -117.55975232 | 05/05/2022                                     | 2010                  | No          |                   |                 |           | 9                | 1      | 150              | 64,000       |
| 4G<br>ID: 85           | <b>CANOPY C7</b><br>MASONRY NON-COMBUSTIBLE (100%)<br>11208 AZUSA COURT<br>RANCHO CUCAMONGA, CA 91730<br><b>Latitude:</b> 34.09177601<br><b>Longitude:</b> -117.55975232 | 05/05/2022                                     | 2010                  | No          |                   |                 |           | 9                | 1      | 1,150            | 489,000      |
| 4H<br>ID: 87           | <b>CANOPY C8</b><br>MASONRY NON-COMBUSTIBLE (100%)<br>11208 AZUSA COURT<br>RANCHO CUCAMONGA, CA 91730<br><b>Latitude:</b> 34.09177601<br><b>Longitude:</b> -117.55975232 | 05/05/2022                                     | 2010                  | No          |                   |                 |           | 9                | 1      | 150              | 64,000       |
| <b>Total for Site:</b> |  | 3  | METROLINK PLATFORM #4 |             |                   |                 |           |                  |        | 34,610           | 19,201,000   |

San Bernardino County Transportation Authority

San Bernardino, California

| Building       | Building Name   | Insp. Date                                     | Year Built | Entry Alarm | Manual Fire Alarm | Auto Fire Alarm | Sprinkler | Avg Story Height | Floors | Total Floor Area | Building CRN |
|----------------|---|--|------------|-------------|-------------------|-----------------|-----------|------------------|--------|------------------|--------------|
| Member:        | 001   | SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY |            |             |                   |                 |           |                  |        |                  |              |
| Site:          | 4   | METROLINK PLATFORM #1                          |            |             |                   |                 |           |                  |        |                  |              |
| 1<br>ID: 106   | <b>METROLINK PLATFORM #1</b><br>FIRE RESISTIVE (100%)<br>16777 ORANGE WAY<br>FONTANA, CA 92335<br><b>Latitude:</b> 34.09513905<br><b>Longitude:</b> -117.43877626 | 05/03/2022                                     | 2010       | No          |                   |                 |           | 9                | 1      | 9,800            | 4,165,000    |
| 2<br>ID: 78    | <b>CANOPY B</b><br>MASONRY NON-COMBUSTIBLE (100%)<br>16777 ORANGE WAY<br>FONTANA, CA 92335<br><b>Latitude:</b> 34.09521089<br><b>Longitude:</b> -117.43869191     | 05/05/2022                                     | 2010       | No          |                   |                 |           | 9                | 1      | 192              | 77,000       |
| 2A<br>ID: 77   | <b>CANOPY A</b><br>MASONRY NON-COMBUSTIBLE (100%)<br>16777 ORANGE WAY<br>FONTANA, CA 92335<br><b>Latitude:</b> 34.09521089<br><b>Longitude:</b> -117.43869191     | 05/05/2022                                     | 2010       | No          |                   |                 |           | 9                | 1      | 192              | 77,000       |
| 2AA<br>ID: 105 | <b>CANOPY G</b><br>MASONRY NON-COMBUSTIBLE (100%)<br>16777 ORANGE WAY<br>FONTANA, CA 92335<br><b>Latitude:</b> 34.09521089<br><b>Longitude:</b> -117.43869191     | 05/03/2022                                     | 2000       | No          |                   |                 |           | 9                | 1      | 192              | 77,000       |

Attachment: 23-1002957 - PDF (10119 : Award Contract No. 23-1002957 with Alliant Insurance Services)

San Bernardino County Transportation Authority

San Bernardino, California

| Building               | Building Name   | Insp. Date                                     | Year Built                   | Entry Alarm | Manual Fire Alarm | Auto Fire Alarm | Sprinkler | Avg Story Height | Floors | Total Floor Area | Building CRN     |
|------------------------|---|--|------------------------------|-------------|-------------------|-----------------|-----------|------------------|--------|------------------|------------------|
| Member:                | 001   | SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY |                              |             |                   |                 |           |                  |        |                  |                  |
| Site:                  | 4   | METROLINK PLATFORM #1                          |                              |             |                   |                 |           |                  |        |                  |                  |
| 3A<br>ID: 76           | <b>CANOPY E</b><br>MASONRY NON-COMBUSTIBLE (100%)<br>16777 ORANGE WAY<br>FONTANA, CA 92335<br><b>Latitude:</b> 34.09521089<br><b>Longitude:</b> -117.43869191 | 05/05/2022                                     | 2010                         | No          |                   |                 |           | 9                | 1      | 192              | 77,000           |
| 4A<br>ID: 75           | <b>CANOPY C</b><br>MASONRY NON-COMBUSTIBLE (100%)<br>16777 ORANGE WAY<br>FONTANA, CA 92335<br><b>Latitude:</b> 34.09521089<br><b>Longitude:</b> -117.43869191 | 05/05/2022                                     | 2010                         | No          |                   |                 |           | 9                | 1      | 192              | 77,000           |
| 5A<br>ID: 74           | <b>CANOPY F</b><br>MASONRY NON-COMBUSTIBLE (100%)<br>16777 ORANGE WAY<br>FONTANA, CA 92335<br><b>Latitude:</b> 34.09521089<br><b>Longitude:</b> -117.43869191 | 05/05/2022                                     | 2010                         | No          |                   |                 |           | 9                | 1      | 192              | 77,000           |
| 6A<br>ID: 73           | <b>CANOPY D</b><br>MASONRY NON-COMBUSTIBLE (100%)<br>16777 ORANGE WAY<br>FONTANA, CA 92335<br><b>Latitude:</b> 34.09521089<br><b>Longitude:</b> -117.43869191 | 05/05/2022                                     | 2010                         | No          |                   |                 |           | 9                | 1      | 192              | 77,000           |
| <b>Total for Site:</b> |   | <b>4</b>                                       | <b>METROLINK PLATFORM #1</b> |             |                   |                 |           |                  |        | <b>11,144</b>    | <b>4,704,000</b> |

Attachment: 23-1002957 - PDF (10119 : Award Contract No. 23-1002957 with Alliant Insurance Services)

San Bernardino County Transportation Authority

San Bernardino, California

| Building      | Building Name  | Insp. Date                                     | Year Built | Entry Alarm | Manual Fire Alarm | Auto Fire Alarm | Sprinkler | Avg Story Height | Floors | Total Floor Area | Building CRN |
|---------------|--|--|------------|-------------|-------------------|-----------------|-----------|------------------|--------|------------------|--------------|
| Member:       | 001  | SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY |            |             |                   |                 |           |                  |        |                  |              |
| Site:         | 6  | METROLINK PLATFORM #3                          |            |             |                   |                 |           |                  |        |                  |              |
| 1<br>ID: 109  | <b>METROLINK PLATFORM #1B</b><br>FIRE RESISTIVE (100%)<br>3330 EAST FRANCIS STREET<br>ONTARIO, CA 91761<br><br>Latitude: 34.04020214<br>Longitude: -117.58015973 | 05/03/2022                                     | 2000       | No          |                   |                 |           | 9                | 1      | 9,800            | 4,165,000    |
| 3A<br>ID: 92  | <b>CANOPY A</b><br>NON-COMBUSTIBLE (100%)<br>3330 EAST FRANCIS STREET<br>ONTARIO, CA 91761<br><br>Latitude: 34.04007860<br>Longitude: -117.57982409              | 05/05/2022                                     | 2010       | No          |                   |                 |           | 9                | 1      | 276              | 97,000       |
| 3B<br>ID: 91  | <b>CANOPY B</b><br>NON-COMBUSTIBLE (100%)<br>3330 EAST FRANCIS STREET<br>ONTARIO, CA 91761<br><br>Latitude: 34.04007860<br>Longitude: -117.57982409              | 05/05/2022                                     | 2010       | No          |                   |                 |           | 9                | 1      | 276              | 97,000       |
| 3C<br>ID: 118 | <b>CANOPY C</b><br>NON-COMBUSTIBLE (100%)<br>3330 EAST FRANCIS STREET<br>ONTARIO, CA 91761<br><br>Latitude: 34.04007860<br>Longitude: -117.57982409              | 05/03/2022                                     | 2000       | No          |                   |                 |           | 9                | 1      | 276              | 97,000       |

Attachment: 23-1002957 - PDF (10119 : Award Contract No. 23-1002957 with Alliant Insurance Services)

San Bernardino County Transportation Authority

San Bernardino, California

| Building               | Building Name   | Insp. Date                                     | Year Built            | Entry Alarm | Manual Fire Alarm | Auto Fire Alarm | Sprinkler | Avg Story Height | Floors | Total Floor Area | Building CRN |
|------------------------|---|--|-----------------------|-------------|-------------------|-----------------|-----------|------------------|--------|------------------|--------------|
| Member:                | 001   | SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY |                       |             |                   |                 |           |                  |        |                  |              |
| Site:                  | 6   | METROLINK PLATFORM #3                          |                       |             |                   |                 |           |                  |        |                  |              |
| 3D<br>ID: 90           | <b>CANOPY D</b><br>NON-COMBUSTIBLE (100%)<br>3330 EAST FRANCIS STREET<br>ONTARIO, CA 91761<br><b>Latitude:</b> 34.04007860<br><b>Longitude:</b> -117.57982409 | 05/05/2022                                     | 2010                  | No          |                   |                 |           | 9                | 1      | 276              | 97,000       |
| 3E<br>ID: 89           | <b>CANOPY E</b><br>NON-COMBUSTIBLE (100%)<br>3330 EAST FRANCIS STREET<br>ONTARIO, CA 91761<br><b>Latitude:</b> 34.04007860<br><b>Longitude:</b> -117.57982409 | 05/05/2022                                     | 2010                  | No          |                   |                 |           | 9                | 1      | 276              | 97,000       |
| 3F<br>ID: 88           | <b>CANOPY F</b><br>NON-COMBUSTIBLE (100%)<br>3330 EAST FRANCIS STREET<br>ONTARIO, CA 91761<br><b>Latitude:</b> 34.04007860<br><b>Longitude:</b> -117.57982409 | 05/05/2022                                     | 2010                  | No          |                   |                 |           | 9                | 1      | 276              | 97,000       |
| <b>Total for Site:</b> |   | 6  | METROLINK PLATFORM #3 |             |                   |                 |           |                  |        | 11,456           | 4,747,000    |

Attachment: 23-1002957 - PDF (10119 : Award Contract No. 23-1002957 with Alliant Insurance Services)

San Bernardino County Transportation Authority

San Bernardino, California

| Building      | Building Name   | Insp. Date                                     | Year Built | Entry Alarm | Manual Fire Alarm | Auto Fire Alarm | Sprinkler | Avg Story Height | Floors | Total Floor Area | Building CRN |
|---------------|---|--|------------|-------------|-------------------|-----------------|-----------|------------------|--------|------------------|--------------|
| Member:       | 001   | SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY |            |             |                   |                 |           |                  |        |                  |              |
| Site:         | 7   | METROLINK PLATFORM #5                          |            |             |                   |                 |           |                  |        |                  |              |
| 2A<br>ID: 119 | <b>CANOPY A</b><br>FRAME (100%)<br>261 SOUTH PALM AVENUE<br>RIALTO, CA 92376<br><b>Latitude:</b> 34.09682998<br><b>Longitude:</b> -117.37143489 | 05/03/2022                                     | 2010       | No          |                   |                 |           | 10               | 1      | 392              | 137,000      |
| 2B<br>ID: 72  | <b>CANOPY B</b><br>FRAME (100%)<br>261 SOUTH PALM AVENUE<br>RIALTO, CA 92376<br><b>Latitude:</b> 34.09682998<br><b>Longitude:</b> -117.37143489 | 05/05/2022                                     | 2010       | No          |                   |                 |           | 9                | 1      | 392              | 137,000      |
| 2C<br>ID: 71  | <b>CANOPY C</b><br>FRAME (100%)<br>261 SOUTH PALM AVENUE<br>RIALTO, CA 92376<br><b>Latitude:</b> 34.09682998<br><b>Longitude:</b> -117.37143489 | 05/05/2022                                     | 2010       | No          |                   |                 |           | 9                | 1      | 392              | 137,000      |
| 2D<br>ID: 70  | <b>CANOPY D</b><br>FRAME (100%)<br>261 SOUTH PALM AVENUE<br>RIALTO, CA 92376<br><b>Latitude:</b> 34.09682998<br><b>Longitude:</b> -117.37143489 | 05/05/2022                                     | 2010       | No          |                   |                 |           | 9                | 1      | 392              | 137,000      |

Attachment: 23-1002957 - PDF (10119 : Award Contract No. 23-1002957 with Alliant Insurance Services)

San Bernardino County Transportation Authority

San Bernardino, California

| Building               | Building Name   | Insp. Date                                     | Year Built            | Entry Alarm | Manual Fire Alarm | Auto Fire Alarm | Sprinkler | Avg Story Height | Floors | Total Floor Area | Building CRN |
|------------------------|---|--|-----------------------|-------------|-------------------|-----------------|-----------|------------------|--------|------------------|--------------|
| Member:                | 001   | SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY |                       |             |                   |                 |           |                  |        |                  |              |
| Site:                  | 7   | METROLINK PLATFORM #5                          |                       |             |                   |                 |           |                  |        |                  |              |
| 2E<br>ID: 69           | <b>CANOPY E</b><br>FRAME (100%)<br>261 SOUTH PALM AVENUE<br>RIALTO, CA 92376<br><b>Latitude:</b> 34.09682998<br><b>Longitude:</b> -117.37143489 | 05/05/2022                                     | 2010                  | No          |                   |                 |           | 9                | 1      | 392              | 137,000      |
| 2F<br>ID: 68           | <b>CANOPY F</b><br>FRAME (100%)<br>261 SOUTH PALM AVENUE<br>RIALTO, CA 92376<br><b>Latitude:</b> 34.09682998<br><b>Longitude:</b> -117.37143489 | 05/05/2022                                     | 2010                  | No          |                   |                 |           | 9                | 1      | 392              | 137,000      |
| <b>Total for Site:</b> |   | 7  | METROLINK PLATFORM #5 |             |                   |                 |           |                  |        | 2,352            | 822,000      |

San Bernardino County Transportation Authority

San Bernardino, California

| Building      | Building Name   | Insp. Date                                     | Year Built | Entry Alarm | Manual Fire Alarm | Auto Fire Alarm | Sprinkler | Avg Story Height | Floors | Total Floor Area | Building CRN |
|---------------|---|--|------------|-------------|-------------------|-----------------|-----------|------------------|--------|------------------|--------------|
| Member:       | 001   | SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY |            |             |                   |                 |           |                  |        |                  |              |
| Site:         | 9   | METROLINK PLATFORM #8                          |            |             |                   |                 |           |                  |        |                  |              |
| 1<br>ID: 117  | <b>METROLINK PLATFORM #1G</b><br>FIRE RESISTIVE (100%)<br>220 A STREET<br>UPLAND, CA 91786<br><b>Latitude:</b> 34.09457589<br><b>Longitude:</b> -117.64672801 | 05/03/2022                                     | 2010       | No          |                   |                 |           | 10               | 1      | 9,800            | 4,165,000    |
| 2A<br>ID: 111 | <b>CANOPY 1</b><br>MASONRY NON-COMBUSTIBLE (100%)<br>220 A STREET<br>UPLAND, CA 91786<br><b>Latitude:</b> 34.09452832<br><b>Longitude:</b> -117.64669203      | 05/03/2022                                     | 2000       | No          |                   |                 |           | 9                | 1      | 390              | 127,000      |
| 2B<br>ID: 114 | <b>CANOPY 2</b><br>MASONRY NON-COMBUSTIBLE (100%)<br>220 A STREET<br>UPLAND, CA 91786<br><b>Latitude:</b> 34.09452832<br><b>Longitude:</b> -117.64669203      | 05/03/2022                                     | 2000       | No          |                   |                 |           | 9                | 1      | 390              | 127,000      |
| 2C<br>ID: 95  | <b>CANOPY 3</b><br>MASONRY NON-COMBUSTIBLE (100%)<br>220 A STREET<br>UPLAND, CA 91786<br><b>Latitude:</b> 34.09452832<br><b>Longitude:</b> -117.64669203      | 05/05/2022                                     | 2010       | No          |                   |                 |           | 9                | 1      | 390              | 146,000      |

Attachment: 23-1002957 - PDF (10119 : Award Contract No. 23-1002957 with Alliant Insurance Services)



San Bernardino County Transportation Authority

San Bernardino, California

| Building                 | Building Name  | Insp. Date  | Year Built | Entry Alarm | Manual Fire Alarm | Auto Fire Alarm | Sprinkler | Avg Story Height | Floors | Total Floor Area | Building CRN       |
|--------------------------|--|---|------------|-------------|-------------------|-----------------|-----------|------------------|--------|------------------|--------------------|
| Member:                  | 001  | SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY        |            |             |                   |                 |           |                  |        |                  |                    |
| Site:                    | 9  | METROLINK PLATFORM #8                                 |            |             |                   |                 |           |                  |        |                  |                    |
| 2D<br>ID: 94             | <b>CANOPY 4</b><br>MASONRY NON-COMBUSTIBLE (100%)<br>220 A STREET<br>UPLAND, CA 91786<br><b>Latitude:</b> 34.09452832<br><b>Longitude:</b> -117.64669203 | 05/05/2022  | 2010       | No          |                   |                 |           | 9                | 1      | 390              | 146,000            |
|                          | <b>Flood Zone:</b><br><b>Flood Certificate:</b>  |   |            |             |                   |                 |           |                  |        |                  |                    |
| 2E<br>ID: 93             | <b>CANOPY 5</b><br>MASONRY NON-COMBUSTIBLE (100%)<br>220 A STREET<br>UPLAND, CA 91786<br><b>Latitude:</b> 34.09452832<br><b>Longitude:</b> -117.64669203 | 05/05/2022  | 2010       | No          |                   |                 |           | 9                | 1      | 390              | 146,000            |
|                          | <b>Flood Zone:</b><br><b>Flood Certificate:</b>  |   |            |             |                   |                 |           |                  |        |                  |                    |
| <b>Total for Site:</b>   | <b>9</b>   | <b>METROLINK PLATFORM #8</b>                          |            |             |                   |                 |           |                  |        | <b>11,750</b>    | <b>4,857,000</b>   |
| <b>Total for Member:</b> | <b>001</b>   | <b>SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY</b> |            |             |                   |                 |           |                  |        | <b>258,951</b>   | <b>133,587,000</b> |
| <b>Total:</b>            |  |   |            |             |                   |                 |           |                  |        | <b>258,951</b>   | <b>133,587,000</b> |

## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 1 TRAIN DEPOT

1170 WEST 3RD STREET

Building: 1 TRAIN DEPOT

SAN BERNARDINO, CA 92410 US



## Valuation Summary

Date of Inspection: 5/4/2022

## Building Cost Of Reproduction New

\$ 33,741,000

(\$613.47 per SF)

## Construction Components

ID: 4

ISO Class: FIRE RESISTIVE (80%); JOISTED MASONRY (20%)  
 Exterior Wall Type: STONE, SOLID 24" THICK (80%); STUCCO ON MASONRY (20%)  
 Heating: FORCED WARM AIR (100%)  
 Cooling: FORCED COOL AIR (100%)  
 Roof Material: TILE, CLAY (100%)  
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (95%); FLAT (5%)  
 Elevators: Passenger: 1 Freight: 0

## Description

Year Built: 1918  
 Number of Stories: 2  
 Average Story Height: 20  
 Square Footage: Super Structure: 55,000  
 Sub Structure: 0  
 Total: 55,000

## Exposure

Latitude: 34.104166  
 Longitude: -117.309220

## Protection

Manual Fire Alarm: 100  
 Automatic Fire Alarm: 100  
 Sprinklers: 100  
 Entry Alarm: Yes

## Flood Information

Zone:  
 Certificate:

## Miscellaneous Additional Features

COFFERED CEILINGS ; DECORTIVE COLUMN CAPITALS ; DOMED TOWERS; HANDCRAFTED HIGH BEAMS; National Register of Historic Places

## Additional Information

Record Key:

## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 1 TRAIN DEPOT

Building: 2 OVERPASS

1170 WEST 3RD STREET

SAN BERNARDINO, CA 92410 US

**Valuation Summary**

Date of Inspection: 5/4/2022

**Building Cost of Reproduction New****\$ 6,886,000 (\$2,390.97 per SF)****Construction Components****ID: 5**

**ISO Class:** MODIFIED FIRE RESISTIVE (100%)  
**Exterior Wall Type:** STUCCO ON MASONRY (100%)  
**Heating:** VENTILATION ONLY (100%)  
**Cooling:** NONE (100%)  
**Roof Material:** STEEL (60%); TILE, CLAY (40%)  
**Roof Pitch:** MEDIUM (8:12 TO 12:12 PITCH) (100%)  
**Elevators:** Passenger: 2 Freight: 0

**Description**

**Year Built:** 2017  
**Number of Stories:** 2  
**Average Story Height:** 22  
**Square Footage:** Super Structure: 2,880  
 Sub Structure: 0  
**Total:** 2,880

**Exposure**

**Latitude:** 34.104349  
**Longitude:** -117.310634

**Protection**

**Manual Fire Alarm:** 100  
**Automatic Fire Alarm:** 100  
**Sprinklers:** 100  
**Entry Alarm:** No

**Flood Information**

**Zone:**  
**Certificate:**

**Miscellaneous Additional Features**

Pedestrian Bridge

**Additional Information**

Record Key:

## San Bernardino County Transportation Authority

San Bernardino, California

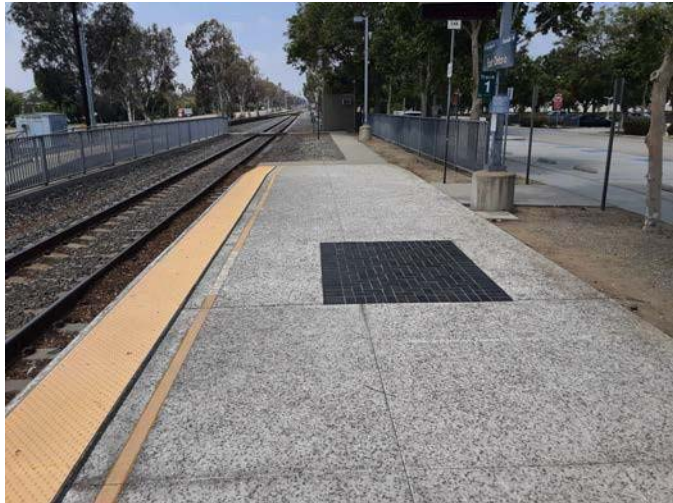
Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 1 TRAIN DEPOT

Building: 2 METROLINK PLATFORM #2B

3330 EAST FRANCIS STREET

ONTARIO, CA 91761 US

**Valuation Summary**

Date of Inspection: 5/3/2022

**Building Cost Of Reproduction New****\$ 2,253,000****(\$425.09 per SF)****Construction Components****ID: 112****ISO Class:** FIRE RESISTIVE (100%)**Exterior Wall Type:** NONE (100%)**Heating:** NONE (100%)**Cooling:** NONE (100%)**Roof Material:** NONE (100%)**Roof Pitch:** FLAT (100%)**Elevators:** Passenger: 0 Freight: 0**Description****Year Built:** 2000**Number of Stories:** 1**Average Story Height:** 9**Square Footage:** Super Structure: 5,300

Sub Structure: 0

**Total:** 5,300**Exposure****Latitude:** 34.040062**Longitude:** -117.579985**Protection****Manual Fire Alarm:****Automatic Fire Alarm:****Sprinklers:****Entry Alarm:** No**Flood Information****Zone:****Certificate:****Miscellaneous Additional Features****Additional Information****Record Key:**



## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 1 TRAIN DEPOT

Building: 3A CANOPY G3

1170 WEST 3RD STREET

SAN BERNARDINO, CA 92410 US



## Valuation Summary

Date of Inspection: 5/5/2022

Building Cost of Reproduction New

\$ 91,000

(\$350.00 per SF)

## Construction Components

ID: 64

ISO Class: NON-COMBUSTIBLE (100%)  
 Exterior Wall Type: NONE (100%)  
 Heating: NONE (100%)  
 Cooling: NONE (100%)  
 Roof Material: STEEL (100%)  
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)  
 Elevators: Passenger: 0 Freight: 0

## Description

Year Built: 2010  
 Number of Stories: 1  
 Average Story Height: 9  
 Square Footage:

Super Structure: 260

Sub Structure: 0

Total: 260

## Exposure

Latitude: 34.104349

Longitude: -117.310634

## Protection

Manual Fire Alarm:  
 Automatic Fire Alarm:  
 Sprinklers:  
 Entry Alarm: No

## Flood Information

Zone:  
 Certificate:

## Miscellaneous Additional Features

## Additional Information

Record Key:

## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 1 TRAIN DEPOT

Building: 3B CANOPY G1

1170 WEST 3RD STREET

SAN BERNARDINO, CA 92410 US

**Valuation Summary**

Date of Inspection: 5/5/2022

**Building Cost Of Reproduction New****\$ 91,000 (\$350.00 per SF)****Construction Components****ID: 67**

ISO Class: MASONRY NON-COMBUSTIBLE (100%)  
 Exterior Wall Type: NONE (100%)  
 Heating: NONE (100%)  
 Cooling: NONE (100%)  
 Roof Material: STEEL (100%)  
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)  
 Elevators: Passenger: 0 Freight: 0

**Description**

Year Built: 2010  
 Number of Stories: 1  
 Average Story Height: 9  
 Square Footage:

Super Structure: 260

Sub Structure: 0

**Total: 260****Exposure**

Latitude: 34.104349  
 Longitude: -117.310634

**Protection**

Manual Fire Alarm:  
 Automatic Fire Alarm:  
 Sprinklers:  
 Entry Alarm: No

**Flood Information**

Zone:  
 Certificate:

**Miscellaneous Additional Features****Additional Information**

Record Key:

## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 1 TRAIN DEPOT

Building: 3C CANOPY G2

1170 WEST 3RD STREET

SAN BERNARDINO, CA 92410 US

**Valuation Summary**

Date of Inspection: 5/5/2022

**Building Cost of Reproduction New****\$ 91,000****(\$350.00 per SF)****Construction Components****ID: 65**

**ISO Class:** NON-COMBUSTIBLE (100%)  
**Exterior Wall Type:** NONE (100%)  
**Heating:** NONE (100%)  
**Cooling:** NONE (100%)  
**Roof Material:** STEEL (100%)  
**Roof Pitch:** MEDIUM (8:12 TO 12:12 PITCH) (100%)  
**Elevators:** Passenger: 0 Freight: 0

**Description**

**Year Built:** 2010  
**Number of Stories:** 1  
**Average Story Height:** 9  
**Square Footage:**

|                         |            |
|-------------------------|------------|
| <i>Super Structure:</i> | 260        |
| <i>Sub Structure:</i>   | 0          |
| <b>Total:</b>           | <b>260</b> |

**Exposure**

**Latitude:** 34.104349  
**Longitude:** -117.310634

**Protection**

**Manual Fire Alarm:**  
**Automatic Fire Alarm:**  
**Sprinklers:**  
**Entry Alarm:** No

**Flood Information**

**Zone:**  
**Certificate:**

**Miscellaneous Additional Features****Additional Information****Record Key:**



## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 1 TRAIN DEPOT

Building: 3D CANOPY G4

1170 WEST 3RD STREET

SAN BERNARDINO, CA 92410 US

**Valuation Summary**

Date of Inspection: 5/5/2022

**Building Cost of Reproduction New****\$ 91,000****(\$350.00 per SF)****Construction Components****ID: 63**

**ISO Class:** NON-COMBUSTIBLE (100%)  
**Exterior Wall Type:** NONE (100%)  
**Heating:** NONE (100%)  
**Cooling:** NONE (100%)  
**Roof Material:** STEEL (100%)  
**Roof Pitch:** MEDIUM (8:12 TO 12:12 PITCH) (100%)  
**Elevators:** **Passenger:** 0 **Freight:** 0

**Description**

**Year Built:** 2010  
**Number of Stories:** 1  
**Average Story Height:** 9  
**Square Footage:** *Super Structure:* 260  
*Sub Structure:* 0  
**Total:** 260

**Exposure**

**Latitude:** 34.104349  
**Longitude:** -117.310634

**Protection**

**Manual Fire Alarm:**  
**Automatic Fire Alarm:**  
**Sprinklers:**  
**Entry Alarm:** No

**Flood Information**

**Zone:**  
**Certificate:**

**Miscellaneous Additional Features****Additional Information****Record Key:**



## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 1 TRAIN DEPOT

1170 WEST 3RD STREET

Building: 3E CANOPY G5 - TICKETS

SAN BERNARDINO, CA 92410 US



## Valuation Summary

Date of Inspection: 5/5/2022

Building Cost of Reproduction New

\$ 13,000

(\$406.25 per SF)

## Construction Components

ID: 66

ISO Class: NON-COMBUSTIBLE (100%)  
 Exterior Wall Type: NONE (100%)  
 Heating: NONE (100%)  
 Cooling: NONE (100%)  
 Roof Material: STEEL (100%)  
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)  
 Elevators: Passenger: 0 Freight: 0

## Description

Year Built: 2010  
 Number of Stories: 1  
 Average Story Height: 9  
 Square Footage:

Super Structure: 32  
 Sub Structure: 0  
 Total: 32

## Exposure

Latitude: 34.104349  
 Longitude: -117.310634

## Protection

Manual Fire Alarm:  
 Automatic Fire Alarm:  
 Sprinklers:  
 Entry Alarm: No

## Flood Information

Zone:  
 Certificate:

## Miscellaneous Additional Features

## Additional Information

Record Key:

## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 10 METROLINK PLATFORM #11

124 SOUTH E STREET

Building: 1 METROLINK PLATFORM #2F SOUTHERN PLATFORM

SAN BERNARDINO, CA 92410 US

**Valuation Summary**

Date of Inspection: 5/4/2022

**Building Cost Of Reproduction New****\$ 5,950,000****(\$425.00 per SF)****Construction Components****ID: 2****ISO Class:** FIRE RESISTIVE (100%)**Exterior Wall Type:** NONE (100%)**Heating:** NONE (100%)**Cooling:** NONE (100%)**Roof Material:** NONE (100%)**Roof Pitch:** FLAT (100%)**Elevators:** Passenger: 0 Freight: 0**Description****Exposure****Year Built:** 2000**Latitude:** 34.099600**Number of Stories:** 1**Longitude:** -117.295064**Average Story Height:** 10**Square Footage:** Super Structure: 14,000

Sub Structure: 0

**Total:** 14,000**Protection****Flood Information****Manual Fire Alarm:****Zone:****Automatic Fire Alarm:****Certificate:****Sprinklers:****Entry Alarm:** No**Miscellaneous Additional Features****Additional Information****Record Key:**

## San Bernardino County Transportation Authority

San Bernardino, California

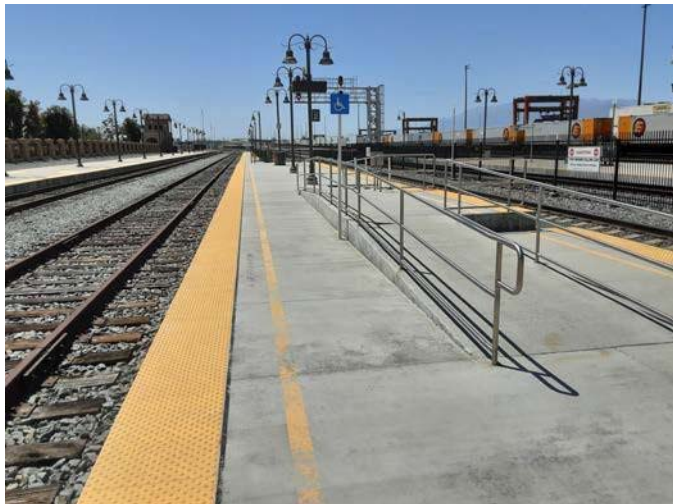
Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 10 METROLINK PLATFORM #11

124 SOUTH E STREET

Building: 2 METROLINK PLATFORM #3F LARGER CENTER

SAN BERNARDINO, CA 92410 US

**Valuation Summary**

Date of Inspection: 5/4/2022

**Building Cost Of Reproduction New****\$ 8,925,000****(\$425.00 per SF)****Construction Components****ID: 3****ISO Class:** FIRE RESISTIVE (100%)**Exterior Wall Type:** NONE (100%)**Heating:** NONE (100%)**Cooling:** NONE (100%)**Roof Material:** NONE (100%)**Roof Pitch:** FLAT (100%)**Elevators:** Passenger: 0 Freight: 0**Description****Year Built:** 2000**Number of Stories:** 1**Average Story Height:** 10**Square Footage:** Super Structure: 21,000

Sub Structure: 0

**Total:** 21,000**Exposure****Latitude:** 34.099710**Longitude:** -117.294835**Protection****Manual Fire Alarm:****Automatic Fire Alarm:****Sprinklers:****Entry Alarm:** No**Flood Information****Zone:****Certificate:****Miscellaneous Additional Features****Additional Information****Record Key:**



## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 12 METROLINK PLATFORM #7

Building: 1 BUILDING- STAFF BREAKROOMS

124 SOUTH E STREET

SAN BERNARDINO, CA 92410 US

**Valuation Summary**

Date of Inspection: 5/4/2022

**Building Cost Of Reproduction New****\$ 1,812,000****(\$377.50 per SF)****Construction Components****ID: 6**

**ISO Class:** JOISTED MASONRY (100%)  
**Exterior Wall Type:** BRICK ON MASONRY (100%)  
**Heating:** FORCED WARM AIR (100%)  
**Cooling:** FORCED COOL AIR (100%)  
**Roof Material:** BUILT-UP, SMOOTH (100%)  
**Roof Pitch:** FLAT (100%)  
**Elevators:** Passenger: 0 Freight: 0

**Description**

**Year Built:** 2010  
**Number of Stories:** 1  
**Average Story Height:** 18  
**Square Footage:**

|                  |              |
|------------------|--------------|
| Super Structure: | 4,800        |
| Sub Structure:   | 0            |
| <b>Total:</b>    | <b>4,800</b> |

**Exposure**

**Latitude:** 34.099407  
**Longitude:** -117.296518

**Protection**

**Manual Fire Alarm:** 100  
**Automatic Fire Alarm:** 100  
**Sprinklers:** 0  
**Entry Alarm:** No

**Flood Information**

**Zone:**  
**Certificate:**

**Miscellaneous Additional Features****Additional Information****Record Key:**

## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 12 METROLINK PLATFORM #7

Building: 2A CANOPY E1

124 SOUTH E STREET

SAN BERNARDINO, CA 92410 US

**Valuation Summary**

Date of Inspection: 5/4/2022

**Building Cost of Reproduction New****\$ 140,000****(\$350.00 per SF)****Construction Components****ID: 1**

**ISO Class:** NON-COMBUSTIBLE (100%)  
**Exterior Wall Type:** NONE (100%)  
**Heating:** NONE (100%)  
**Cooling:** NONE (100%)  
**Roof Material:** STEEL (100%)  
**Roof Pitch:** HIGH (12:12 TO 24:12 PITCH) (100%)  
**Elevators:** Passenger: 0 Freight: 0

**Description**

**Year Built:** 2000  
**Number of Stories:** 1  
**Average Story Height:** 10  
**Square Footage:**

|                         |            |
|-------------------------|------------|
| <i>Super Structure:</i> | 400        |
| <i>Sub Structure:</i>   | 0          |
| <b>Total:</b>           | <b>400</b> |

**Exposure**

**Latitude:** 34.099627  
**Longitude:** -117.295999

**Protection**

**Manual Fire Alarm:**  
**Automatic Fire Alarm:**  
**Sprinklers:**  
**Entry Alarm:** No

**Flood Information**

**Zone:**  
**Certificate:**

**Miscellaneous Additional Features****Additional Information****Record Key:**

## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 12 METROLINK PLATFORM #7

Building: 2A CANOPY E2

124 SOUTH E STREET

SAN BERNARDINO, CA 92410 US

**Valuation Summary**

Date of Inspection: 5/5/2022

**Building Cost of Reproduction New****\$ 126,000****(\$350.00 per SF)****Construction Components****ID: 62**

**ISO Class:** NON-COMBUSTIBLE (100%)  
**Exterior Wall Type:** NONE (100%)  
**Heating:** NONE (100%)  
**Cooling:** NONE (100%)  
**Roof Material:** STEEL (100%)  
**Roof Pitch:** MEDIUM (8:12 TO 12:12 PITCH) (100%)  
**Elevators:** Passenger: 0 Freight: 0

**Description**

**Year Built:** 2010  
**Number of Stories:** 1  
**Average Story Height:** 9  
**Square Footage:**

|                         |            |
|-------------------------|------------|
| <i>Super Structure:</i> | 360        |
| <i>Sub Structure:</i>   | 0          |
| <b>Total:</b>           | <b>360</b> |

**Exposure**

**Latitude:** 34.099627  
**Longitude:** -117.295999

**Protection**

**Manual Fire Alarm:**  
**Automatic Fire Alarm:**  
**Sprinklers:**  
**Entry Alarm:** No

**Flood Information**

**Zone:**  
**Certificate:**

**Miscellaneous Additional Features****Additional Information****Record Key:**

## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 12 METROLINK PLATFORM #7

Building: 3A CANOPY E3

124 SOUTH E STREET

SAN BERNARDINO, CA 92410 US

**Valuation Summary**

Date of Inspection: 5/5/2022

**Building Cost of Reproduction New****\$ 126,000****(\$350.00 per SF)****Construction Components****ID: 61**

**ISO Class:** NON-COMBUSTIBLE (100%)  
**Exterior Wall Type:** NONE (100%)  
**Heating:** NONE (100%)  
**Cooling:** NONE (100%)  
**Roof Material:** STEEL (100%)  
**Roof Pitch:** MEDIUM (8:12 TO 12:12 PITCH) (100%)  
**Elevators:** Passenger: 0 Freight: 0

**Description**

**Year Built:** 2010  
**Number of Stories:** 1  
**Average Story Height:** 9  
**Square Footage:**

Super Structure: 360

Sub Structure: 0

**Total: 360****Exposure****Latitude:** 34.099627**Longitude:** -117.295999**Protection**

**Manual Fire Alarm:**  
**Automatic Fire Alarm:**  
**Sprinklers:**  
**Entry Alarm:** No

**Flood Information****Zone:****Certificate:****Miscellaneous Additional Features****Additional Information****Record Key:**



## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 12 METROLINK PLATFORM #7

Building: 4A CANOPY E4

124 SOUTH E STREET

SAN BERNARDINO, CA 92410 US

**Valuation Summary**

Date of Inspection: 5/5/2022

**Building Cost of Reproduction New****\$ 126,000****(\$350.00 per SF)****Construction Components****ID: 60**

**ISO Class:** NON-COMBUSTIBLE (100%)  
**Exterior Wall Type:** NONE (100%)  
**Heating:** NONE (100%)  
**Cooling:** NONE (100%)  
**Roof Material:** STEEL (100%)  
**Roof Pitch:** MEDIUM (8:12 TO 12:12 PITCH) (100%)  
**Elevators:** Passenger: 0 Freight: 0

**Description**

**Year Built:** 2010  
**Number of Stories:** 1  
**Average Story Height:** 9  
**Square Footage:**

|                         |            |
|-------------------------|------------|
| <i>Super Structure:</i> | 360        |
| <i>Sub Structure:</i>   | 0          |
| <b>Total:</b>           | <b>360</b> |

**Exposure**

**Latitude:** 34.099627  
**Longitude:** -117.295999

**Protection**

**Manual Fire Alarm:**  
**Automatic Fire Alarm:**  
**Sprinklers:**  
**Entry Alarm:** No

**Flood Information**

**Zone:**  
**Certificate:**

**Miscellaneous Additional Features****Additional Information****Record Key:**



## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 12 METROLINK PLATFORM #7

Building: 5A CANOPY E5

124 SOUTH E STREET

SAN BERNARDINO, CA 92410 US

**Valuation Summary**

Date of Inspection: 5/5/2022

**Building Cost of Reproduction New****\$ 126,000****(\$350.00 per SF)****Construction Components****ID: 59**

**ISO Class:** NON-COMBUSTIBLE (100%)  
**Exterior Wall Type:** NONE (100%)  
**Heating:** NONE (100%)  
**Cooling:** NONE (100%)  
**Roof Material:** STEEL (100%)  
**Roof Pitch:** MEDIUM (8:12 TO 12:12 PITCH) (100%)  
**Elevators:** **Passenger:** 0 **Freight:** 0

**Description**

**Year Built:** 2010  
**Number of Stories:** 1  
**Average Story Height:** 9  
**Square Footage:**

*Super Structure:* 360*Sub Structure:* 0**Total:** 360**Exposure**

**Latitude:** 34.099627  
**Longitude:** -117.295999

**Protection**

**Manual Fire Alarm:**  
**Automatic Fire Alarm:**  
**Sprinklers:**  
**Entry Alarm:** No

**Flood Information**

**Zone:**  
**Certificate:**

**Miscellaneous Additional Features****Additional Information****Record Key:**

## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 12 METROLINK PLATFORM #7

Building: 6A CANOPY E6

124 SOUTH E STREET

SAN BERNARDINO, CA 92410 US

**Valuation Summary**

Date of Inspection: 5/5/2022

**Building Cost of Reproduction New****\$ 126,000****(\$350.00 per SF)****Construction Components****ID: 58**

**ISO Class:** NON-COMBUSTIBLE (100%)  
**Exterior Wall Type:** NONE (100%)  
**Heating:** NONE (100%)  
**Cooling:** NONE (100%)  
**Roof Material:** STEEL (100%)  
**Roof Pitch:** MEDIUM (8:12 TO 12:12 PITCH) (100%)  
**Elevators:** Passenger: 0 Freight: 0

**Description**

**Year Built:** 2010  
**Number of Stories:** 1  
**Average Story Height:** 9  
**Square Footage:** Super Structure: 360  
 Sub Structure: 0  
**Total:** 360

**Exposure**

**Latitude:** 34.099627  
**Longitude:** -117.295999

**Protection**

**Manual Fire Alarm:**  
**Automatic Fire Alarm:**  
**Sprinklers:**  
**Entry Alarm:** No

**Flood Information**

**Zone:**  
**Certificate:**

**Miscellaneous Additional Features****Additional Information****Record Key:**

## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 12 METROLINK PLATFORM #7

Building: 7A CANOPY E7

124 SOUTH E STREET

SAN BERNARDINO, CA 92410 US

**Valuation Summary**

Date of Inspection: 5/5/2022

**Building Cost of Reproduction New****\$ 126,000****(\$350.00 per SF)****Construction Components****ID: 57**

ISO Class: NON-COMBUSTIBLE (100%)  
 Exterior Wall Type: NONE (100%)  
 Heating: NONE (100%)  
 Cooling: NONE (100%)  
 Roof Material: STEEL (100%)  
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)  
 Elevators: Passenger: 0 Freight: 0

**Description**

Year Built: 2010  
 Number of Stories: 1  
 Average Story Height: 9  
 Square Footage: Super Structure: 360  
 Sub Structure: 0  
**Total: 360**

**Exposure**

Latitude: 34.099627  
 Longitude: -117.295999

**Protection**

Manual Fire Alarm:  
 Automatic Fire Alarm:  
 Sprinklers:  
 Entry Alarm: No

**Flood Information**

Zone:  
 Certificate:

**Miscellaneous Additional Features****Additional Information**

Record Key:



## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 12 METROLINK PLATFORM #7

Building: 8A CANOPY E8

124 SOUTH E STREET

SAN BERNARDINO, CA 92410 US

**Valuation Summary**

Date of Inspection: 5/5/2022

**Building Cost of Reproduction New****\$ 126,000****(\$350.00 per SF)****Construction Components****ID: 56**

**ISO Class:** NON-COMBUSTIBLE (100%)  
**Exterior Wall Type:** NONE (100%)  
**Heating:** NONE (100%)  
**Cooling:** NONE (100%)  
**Roof Material:** STEEL (100%)  
**Roof Pitch:** MEDIUM (8:12 TO 12:12 PITCH) (100%)  
**Elevators:** **Passenger:** 0 **Freight:** 0

**Description**

**Year Built:** 2010  
**Number of Stories:** 1  
**Average Story Height:** 9  
**Square Footage:**

*Super Structure:* 360*Sub Structure:* 0**Total:** 360**Exposure**

**Latitude:** 34.099627  
**Longitude:** -117.295999

**Protection**

**Manual Fire Alarm:**  
**Automatic Fire Alarm:**  
**Sprinklers:**  
**Entry Alarm:** No

**Flood Information**

**Zone:**  
**Certificate:**

**Miscellaneous Additional Features****Additional Information****Record Key:**

## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 12 METROLINK PLATFORM #7

Building: 9A CANOPY E9

124 SOUTH E STREET

SAN BERNARDINO, CA 92410 US

**Valuation Summary**

Date of Inspection: 5/5/2022

**Building Cost of Reproduction New****\$ 126,000****(\$350.00 per SF)****Construction Components****ID: 55**

**ISO Class:** NON-COMBUSTIBLE (100%)  
**Exterior Wall Type:** NONE (100%)  
**Heating:** NONE (100%)  
**Cooling:** NONE (100%)  
**Roof Material:** STEEL (100%)  
**Roof Pitch:** MEDIUM (8:12 TO 12:12 PITCH) (100%)  
**Elevators:** **Passenger:** 0 **Freight:** 0

**Description**

**Year Built:** 2010  
**Number of Stories:** 1  
**Average Story Height:** 9  
**Square Footage:** *Super Structure:* 360  
*Sub Structure:* 0  
**Total:** 360

**Exposure**

**Latitude:** 34.099627  
**Longitude:** -117.295999

**Protection**

**Manual Fire Alarm:**  
**Automatic Fire Alarm:**  
**Sprinklers:**  
**Entry Alarm:** No

**Flood Information**

**Zone:**  
**Certificate:**

**Miscellaneous Additional Features****Additional Information****Record Key:**

## San Bernardino County Transportation Authority

## San Bernardino, California

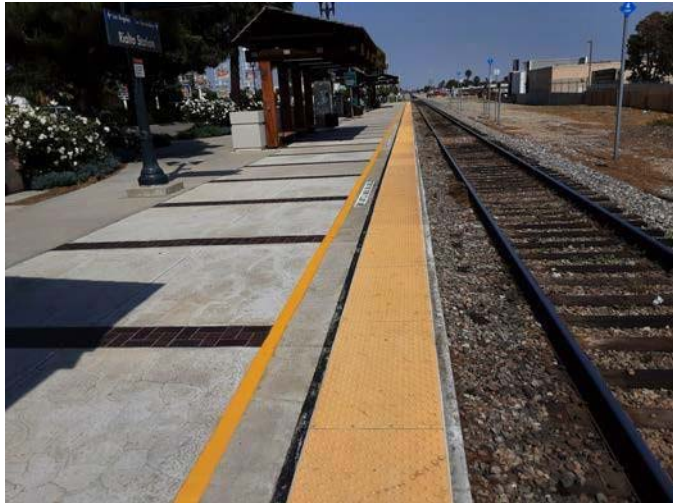
Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 16 METROLINK PLATFORM #9

261 SOUTH PALM AVENUE

Building: 1 METROLINK PLATFORM #1D

RIALTO, CA 92376 US

**Valuation Summary**

Date of Inspection: 5/3/2022

**Building Cost Of Reproduction New****\$ 4,165,000****(\$425.00 per SF)****Construction Components****ID: 116****ISO Class:** FIRE RESISTIVE (100%)**Exterior Wall Type:** NONE (100%)**Heating:** NONE (100%)**Cooling:** NONE (100%)**Roof Material:** NONE (100%)**Roof Pitch:** FLAT (100%)**Elevators:** Passenger: 0 Freight: 0**Description****Year Built:** 2010**Number of Stories:** 1**Average Story Height:** 10**Square Footage:** Super Structure: 9,800

Sub Structure: 0

**Total:** 9,800**Exposure****Latitude:** 34.096802**Longitude:** -117.372126**Protection****Manual Fire Alarm:****Automatic Fire Alarm:****Sprinklers:****Entry Alarm:** No**Flood Information****Zone:****Certificate:****Miscellaneous Additional Features****Additional Information****Record Key:**



## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 17 METROLINK PLATFORM #2

Building: 1 METROLINK PLATFORM #1A

5091 RICHTON STREET

MONTCLAIR, CA 91763 US

**Valuation Summary**

Date of Inspection: 5/3/2022

**Building Cost Of Reproduction New****\$ 6,885,000****(\$425.00 per SF)****Construction Components****ID: 115****ISO Class:** FIRE RESISTIVE (100%)**Exterior Wall Type:** NONE (100%)**Heating:** NONE (100%)**Cooling:** NONE (100%)**Roof Material:** NONE (100%)**Roof Pitch:** FLAT (100%)**Elevators:** Passenger: 0 Freight: 0**Description****Year Built:** 2010**Number of Stories:** 1**Average Story Height:** 10**Square Footage:** Super Structure: 16,200

Sub Structure: 0

**Total:** 16,200**Exposure****Latitude:** 34.093925**Longitude:** -117.696300**Protection****Manual Fire Alarm:****Automatic Fire Alarm:****Sprinklers:****Entry Alarm:** No**Flood Information****Zone:****Certificate:****Miscellaneous Additional Features****Additional Information****Record Key:**

## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 17 METROLINK PLATFORM #2

5091 RICHTON STREET

Building: 2 METROLINK PLATFORM #2A

MONTCLAIR, CA 91763 US

**Valuation Summary**

Date of Inspection: 5/3/2022

**Building Cost Of Reproduction New****\$ 4,877,000****(\$425.01 per SF)****Construction Components****ID: 113****ISO Class:** FIRE RESISTIVE (100%)**Exterior Wall Type:** NONE (100%)**Heating:** NONE (100%)**Cooling:** NONE (100%)**Roof Material:** NONE (100%)**Roof Pitch:** FLAT (100%)**Elevators:** Passenger: 0 Freight: 0**Description****Year Built:** 2010**Number of Stories:** 1**Average Story Height:** 10**Square Footage:** Super Structure: 11,475

Sub Structure: 0

**Total:** 11,475**Exposure****Latitude:** 34.093911**Longitude:** -117.696285**Protection****Manual Fire Alarm:****Automatic Fire Alarm:****Sprinklers:****Entry Alarm:** No**Flood Information****Zone:****Certificate:****Miscellaneous Additional Features****Additional Information****Record Key:**



## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 17 METROLINK PLATFORM #2

Building: 2 CANOPY #2

RICHTON STREET

MONTCLAIR, CA 91763 US

**Valuation Summary**

Date of Inspection: 5/5/2022

**Building Cost of Reproduction New****\$ 192,000****(\$300.00 per SF)****Construction Components****ID: 101**

ISO Class: MASONRY NON-COMBUSTIBLE (100%)  
 Exterior Wall Type: NONE (100%)  
 Heating: NONE (100%)  
 Cooling: NONE (100%)  
 Roof Material: STEEL (100%)  
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)  
 Elevators: Passenger: 0 Freight: 0

**Description**

Year Built: 2010  
 Number of Stories: 1  
 Average Story Height: 9  
 Square Footage:

Super Structure: 640

Sub Structure: 0

**Total: 640****Exposure**

Latitude: 34.094498  
 Longitude: -117.696247

**Protection**

Manual Fire Alarm:  
 Automatic Fire Alarm:  
 Sprinklers:  
 Entry Alarm: No

**Flood Information**

Zone:  
 Certificate:

**Miscellaneous Additional Features****Additional Information**

Record Key:

## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 17 METROLINK PLATFORM #2

Building: 3 PEDESTRIAN UNDERPASS 1

5091 RICHTON STREET

MONTCLAIR, CA 91763 US

**Valuation Summary**

Date of Inspection: 5/3/2022

**Building Cost Of Reproduction New****\$ 6,500,000 (\$1,378.29 per SF)****Construction Components****ID: 120**

ISO Class: FIRE RESISTIVE (100%)  
 Exterior Wall Type: NONE (100%)  
 Heating: NONE (100%)  
 Cooling: NONE (100%)  
 Roof Material: NONE (100%)  
 Roof Pitch: FLAT (100%)  
 Elevators: Passenger: 0 Freight: 0

**Description**

Year Built: 2000  
 Number of Stories: 1  
 Average Story Height: 12  
 Square Footage: Super Structure: 4,716  
 Sub Structure: 0  
**Total: 4,716**

**Exposure**

Latitude: 34.094498  
 Longitude: -117.696247

**Protection**

Manual Fire Alarm:  
 Automatic Fire Alarm:  
 Sprinklers:  
 Entry Alarm: No

**Flood Information**

Zone:  
 Certificate:

**Miscellaneous Additional Features**

RAILINGS; STAIRCASES

**Additional Information**

Record Key:

## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 17 METROLINK PLATFORM #2

Building: 3 CANOPY #3

RICHTON STREET

MONTCLAIR, CA 91763 US

**Valuation Summary**

Date of Inspection: 5/5/2022

**Building Cost of Reproduction New****\$ 192,000****(\$300.00 per SF)****Construction Components****ID: 100**

ISO Class: MASONRY NON-COMBUSTIBLE (100%)  
 Exterior Wall Type: NONE (100%)  
 Heating: NONE (100%)  
 Cooling: NONE (100%)  
 Roof Material: STEEL (100%)  
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)  
 Elevators: Passenger: 0 Freight: 0

**Description**

Year Built: 2010  
 Number of Stories: 1  
 Average Story Height: 14  
 Square Footage:

Super Structure: 640

Sub Structure: 0

**Total: 640****Exposure**

Latitude: 34.094498

Longitude: -117.696247

**Protection**

Manual Fire Alarm:  
 Automatic Fire Alarm:  
 Sprinklers:  
 Entry Alarm: No

**Flood Information**

Zone:

Certificate:

**Miscellaneous Additional Features****Additional Information**

Record Key:

## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 17 METROLINK PLATFORM #2

Building: 4 CANOPY #4

RICHTON STREET

MONTCLAIR, CA 91763 US



## Valuation Summary

Date of Inspection: 5/5/2022

Building Cost Of Reproduction New

\$ 192,000

(\$300.00 per SF)

## Construction Components

ID: 99

ISO Class: MASONRY NON-COMBUSTIBLE (100%)  
 Exterior Wall Type: NONE (100%)  
 Heating: NONE (100%)  
 Cooling: NONE (100%)  
 Roof Material: STEEL (100%)  
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)  
 Elevators: Passenger: 0 Freight: 0

## Description

Year Built: 2010  
 Number of Stories: 1  
 Average Story Height: 9  
 Square Footage:

Super Structure: 640

Sub Structure: 0

Total: 640

## Exposure

Latitude: 34.094498  
 Longitude: -117.696247

## Protection

Manual Fire Alarm:  
 Automatic Fire Alarm:  
 Sprinklers:  
 Entry Alarm: No

## Flood Information

Zone:  
 Certificate:

## Miscellaneous Additional Features

## Additional Information

Record Key:



## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 17 METROLINK PLATFORM #2

Building: 5 CANOPY #5

RICHTON STREET

MONTCLAIR, CA 91763 US



## Valuation Summary

Date of Inspection: 5/5/2022

Building Cost Of Reproduction New

\$ 192,000

(\$300.00 per SF)

## Construction Components

ID: 98

ISO Class: MASONRY NON-COMBUSTIBLE (100%)  
 Exterior Wall Type: NONE (100%)  
 Heating: NONE (100%)  
 Cooling: NONE (100%)  
 Roof Material: STEEL (100%)  
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)  
 Elevators: Passenger: 0 Freight: 0

## Description

Year Built: 2010  
 Number of Stories: 1  
 Average Story Height: 14  
 Square Footage:

Super Structure: 640

Sub Structure: 0

Total: 640

## Exposure

Latitude: 34.094498

Longitude: -117.696247

## Protection

Manual Fire Alarm:  
 Automatic Fire Alarm:  
 Sprinklers:  
 Entry Alarm: No

## Flood Information

Zone:  
 Certificate:

## Miscellaneous Additional Features

## Additional Information

Record Key:

## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 17 METROLINK PLATFORM #2

Building: 6 CANOPY #6

RICHTON STREET

MONTCLAIR, CA 91763 US



## Valuation Summary

Date of Inspection: 5/5/2022

Building Cost Of Reproduction New

\$ 75,000

(\$300.00 per SF)

## Construction Components

ID: 97

ISO Class: MASONRY NON-COMBUSTIBLE (100%)  
 Exterior Wall Type: NONE (100%)  
 Heating: NONE (100%)  
 Cooling: NONE (100%)  
 Roof Material: STEEL (100%)  
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)  
 Elevators: Passenger: 0 Freight: 0

## Description

Year Built: 2010  
 Number of Stories: 1  
 Average Story Height: 9  
 Square Footage: Super Structure: 250  
 Sub Structure: 0  
 Total: 250

## Exposure

Latitude: 34.094498  
 Longitude: -117.696247

## Protection

Manual Fire Alarm:  
 Automatic Fire Alarm:  
 Sprinklers:  
 Entry Alarm: No

## Flood Information

Zone:  
 Certificate:

## Miscellaneous Additional Features

## Additional Information

Record Key:

## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 17 METROLINK PLATFORM #2

Building: 7 CANOPY #7

5091 RICHTON STREET

MONTCLAIR, CA 91763 US



## Valuation Summary

Date of Inspection: 5/5/2022

Building Cost Of Reproduction New

\$ 75,000

(\$300.00 per SF)

## Construction Components

ID: 96

ISO Class: MASONRY NON-COMBUSTIBLE (100%)  
 Exterior Wall Type: NONE (100%)  
 Heating: NONE (100%)  
 Cooling: NONE (100%)  
 Roof Material: STEEL (100%)  
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)  
 Elevators: Passenger: 0 Freight: 0

## Description

Year Built: 2010  
 Number of Stories: 1  
 Average Story Height: 9  
 Square Footage:

Super Structure: 250

Sub Structure: 0

Total: 250

## Exposure

Latitude: 34.094498

Longitude: -117.696247

## Protection

Manual Fire Alarm:  
 Automatic Fire Alarm:  
 Sprinklers:  
 Entry Alarm: No

## Flood Information

Zone:  
 Certificate:

## Miscellaneous Additional Features

## Additional Information

Record Key:

## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 17 METROLINK PLATFORM #2

Building: 8 CANOPY #1

5091 RICHTON STREET

MONTCLAIR, CA 91763 US

**Valuation Summary**

Date of Inspection: 5/5/2022

**Building Cost of Reproduction New****\$ 192,000****(\$300.00 per SF)****Construction Components****ID: 102**

ISO Class: MASONRY NON-COMBUSTIBLE (100%)  
 Exterior Wall Type: NONE (100%)  
 Heating: NONE (100%)  
 Cooling: NONE (100%)  
 Roof Material: STEEL (100%)  
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)  
 Elevators: Passenger: 0 Freight: 0

**Description**

Year Built: 2010  
 Number of Stories: 1  
 Average Story Height: 9  
 Square Footage:

Super Structure: 640

Sub Structure: 0

**Total: 640****Exposure**

Latitude: 34.094498

Longitude: -117.696247

**Protection**

Manual Fire Alarm:  
 Automatic Fire Alarm:  
 Sprinklers:  
 Entry Alarm: No

**Flood Information**

Zone:  
 Certificate:

**Miscellaneous Additional Features****Additional Information**

Record Key:



## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 2 METROLINK PLATFORM #6

Building: 1 METROLINK PLATFORM #1E

1204 WEST 3RD STREET

SAN BERNARDINO, CA 92410 US

**Valuation Summary**

Date of Inspection: 5/3/2022

**Building Cost Of Reproduction New****\$ 3,400,000****(\$425.00 per SF)****Construction Components****ID: 128****ISO Class:** FIRE RESISTIVE (100%)**Exterior Wall Type:** NONE (100%)**Heating:** NONE (100%)**Cooling:** NONE (100%)**Roof Material:** NONE (100%)**Roof Pitch:** FLAT (100%)**Elevators:** Passenger: 0 Freight: 0**Description****Year Built:** 2010**Number of Stories:** 1**Average Story Height:** 10**Square Footage:** Super Structure: 8,000

Sub Structure: 0

**Total:** 8,000**Exposure****Latitude:** 34.239388**Longitude:** -118.639074**Protection****Manual Fire Alarm:****Automatic Fire Alarm:****Sprinklers:****Entry Alarm:** No**Flood Information****Zone:****Certificate:****Miscellaneous Additional Features****Additional Information****Record Key:**

## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 2 METROLINK PLATFORM #6

1204 WEST 3RD STREET

Building: 2 METROLINK PLATFORM #2E

SAN BERNARDINO, CA 92410 US



## Valuation Summary

Date of Inspection: 5/3/2022

Building Cost Of Reproduction New

\$ 5,804,000

(\$425.01 per SF)

## Construction Components

ID: 127

ISO Class: FIRE RESISTIVE (100%)

Exterior Wall Type: NONE (100%)

Heating: NONE (100%)

Cooling: NONE (100%)

Roof Material: NONE (100%)

Roof Pitch: FLAT (100%)

Elevators: Passenger: 0 Freight: 0

## Description

Year Built: 2010

Number of Stories: 1

Average Story Height: 10

Square Footage: Super Structure: 13,656

Sub Structure: 0

Total: 13,656

## Exposure

Latitude: 34.239449

Longitude: -118.639226

## Protection

Manual Fire Alarm:

Automatic Fire Alarm:

Sprinklers:

Entry Alarm: No

## Flood Information

Zone:

Certificate:

## Miscellaneous Additional Features

## Additional Information

Record Key:

## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 2 METROLINK PLATFORM #6

1204 WEST 3RD STREET

Building: 3 METROLINK PLATFORM #3E

SAN BERNARDINO, CA 92410 US

**Valuation Summary**

Date of Inspection: 5/3/2022

**Building Cost Of Reproduction New****\$ 2,958,000****(\$425.00 per SF)****Construction Components****ID: 126****ISO Class:** FIRE RESISTIVE (100%)**Exterior Wall Type:** NONE (100%)**Heating:** NONE (100%)**Cooling:** NONE (100%)**Roof Material:** NONE (100%)**Roof Pitch:** FLAT (100%)**Elevators:** Passenger: 0 Freight: 0**Description****Year Built:** 2010**Number of Stories:** 1**Average Story Height:** 10**Square Footage:** Super Structure: 6,960

Sub Structure: 0

**Total:** 6,960**Exposure****Latitude:** 34.239467**Longitude:** -118.639175**Protection****Manual Fire Alarm:****Automatic Fire Alarm:****Sprinklers:****Entry Alarm:** No**Flood Information****Zone:****Certificate:****Miscellaneous Additional Features****Additional Information****Record Key:**



## San Bernardino County Transportation Authority

San Bernardino, California

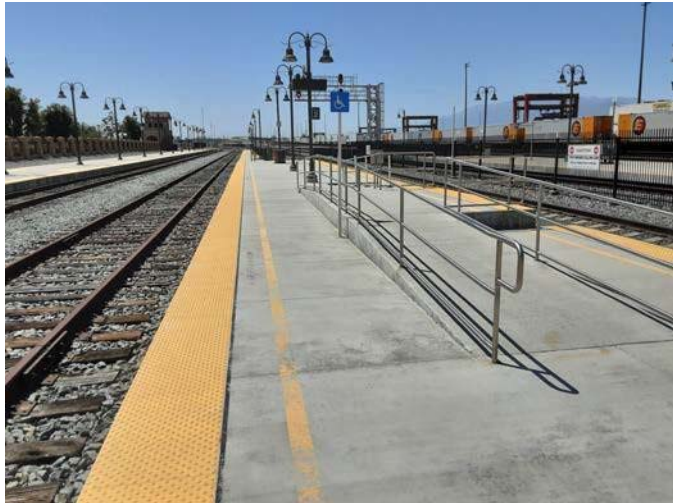
Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 2 METROLINK PLATFORM #6

1204 WEST 3RD STREET

Building: 4 METROLINK PLATFORM #4E

SAN BERNARDINO, CA 92410 US

**Valuation Summary**

Date of Inspection: 5/3/2022

**Building Cost Of Reproduction New****\$ 2,465,000****(\$425.00 per SF)****Construction Components****ID: 125****ISO Class:** FIRE RESISTIVE (100%)**Exterior Wall Type:** NONE (100%)**Heating:** NONE (100%)**Cooling:** NONE (100%)**Roof Material:** NONE (100%)**Roof Pitch:** FLAT (100%)**Elevators:** Passenger: 0 Freight: 0**Description****Year Built:** 2010**Number of Stories:** 1**Average Story Height:** 10**Square Footage:** Super Structure: 5,800

Sub Structure: 0

**Total:** 5,800**Exposure****Latitude:** 34.239474**Longitude:** -118.639231**Protection****Manual Fire Alarm:****Automatic Fire Alarm:****Sprinklers:****Entry Alarm:** No**Flood Information****Zone:****Certificate:****Miscellaneous Additional Features****Additional Information****Record Key:**

## San Bernardino County Transportation Authority

San Bernardino, California

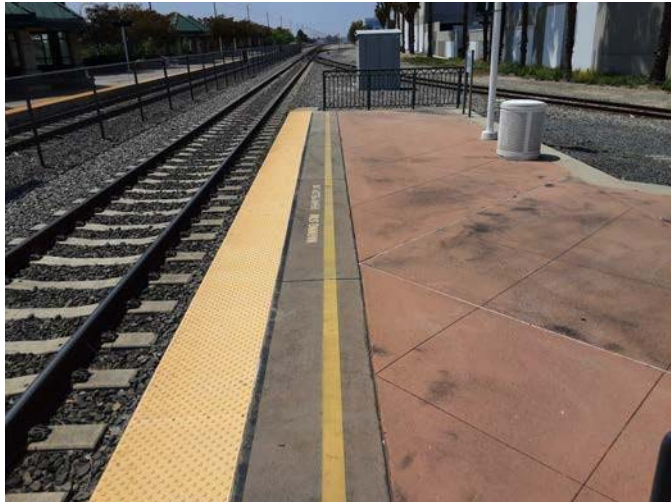
Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 3 METROLINK PLATFORM #4

Building: 1 METROLINK PLATFORM #1C

11208 AZUSA COURT

RANCHO CUCAMONGA, CA 91730 US

**Valuation Summary**

Date of Inspection: 5/3/2022

**Building Cost Of Reproduction New****\$ 8,670,000****(\$425.00 per SF)****Construction Components****ID: 104****ISO Class:** FIRE RESISTIVE (100%)**Exterior Wall Type:** NONE (100%)**Heating:** NONE (100%)**Cooling:** NONE (100%)**Roof Material:** NONE (100%)**Roof Pitch:** FLAT (100%)**Elevators:** Passenger: 0 Freight: 0**Description****Exposure****Year Built:** 2000**Latitude:** 34.092005**Number of Stories:** 1**Longitude:** -117.559645**Average Story Height:** 9**Square Footage:** Super Structure: 20,400

Sub Structure: 0

**Total:** 20,400**Protection****Flood Information****Manual Fire Alarm:****Zone:****Automatic Fire Alarm:****Certificate:****Sprinklers:****Entry Alarm:** No**Miscellaneous Additional Features****Additional Information****Record Key:**

## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 3 METROLINK PLATFORM #4

Building: 2 METROLINK PLATFORM #2C

11208 AZUSA COURT

RANCHO CUCAMONGA, CA 91730 US



## Valuation Summary

Date of Inspection: 5/3/2022

Building Cost Of Reproduction New

\$ 3,094,000

(\$425.00 per SF)

## Construction Components

ID: 110

ISO Class: FIRE RESISTIVE (100%)

Exterior Wall Type: NONE (100%)

Heating: NONE (100%)

Cooling: NONE (100%)

Roof Material: NONE (100%)

Roof Pitch: FLAT (100%)

Elevators: Passenger: 0 Freight: 0

## Description

Year Built: 2011

Number of Stories: 1

Average Story Height: 9

Square Footage: Super Structure: 7,280

Sub Structure: 0

Total: 7,280

## Exposure

Latitude: 34.091605

Longitude: -117.560450

## Protection

Manual Fire Alarm:

Automatic Fire Alarm:

Sprinklers:

Entry Alarm: No

## Flood Information

Zone:

Certificate:

## Miscellaneous Additional Features

## Additional Information

Record Key:



## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 3 METROLINK PLATFORM #4

Building: 3 PEDESTRIAN UNDERPASS 2

11208 AZUSA COURT

RANCHO CUCAMONGA, CA 91730 US

**Valuation Summary**

Date of Inspection: 5/3/2022

**Building Cost of Reproduction New****\$ 6,500,000 (\$1,374.21 per SF)****Construction Components****ID: 103**

ISO Class: FIRE RESISTIVE (100%)  
 Exterior Wall Type: CONCRETE, POURED-IN-PLACE, 7" TO 10" (100%)  
 Heating: NONE (100%)  
 Cooling: NONE (100%)  
 Roof Material: NONE (100%)  
 Roof Pitch: FLAT (100%)  
 Elevators: Passenger: 0 Freight: 0

**Description**

Year Built: 2011  
 Number of Stories: 1  
 Average Story Height: 9  
 Square Footage: Super Structure: 4,730  
 Sub Structure: 0  
**Total: 4,730**

**Exposure**

Latitude: 34.091825  
 Longitude: -117.559735

**Protection**

Manual Fire Alarm:  
 Automatic Fire Alarm:  
 Sprinklers:  
 Entry Alarm: No

**Flood Information**

Zone:  
 Certificate:

**Miscellaneous Additional Features****Additional Information**

Record Key:



## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 3 METROLINK PLATFORM #4

Building: 4A CANOPY C1

11208 AZUSA COURT

RANCHO CUCAMONGA, CA 91730 US

**Valuation Summary**

Date of Inspection: 5/5/2022

**Building Cost Of Reproduction New****\$ 64,000****(\$426.67 per SF)****Construction Components****ID: 79**

ISO Class: MASONRY NON-COMBUSTIBLE (100%)  
 Exterior Wall Type: NONE (100%)  
 Heating: NONE (100%)  
 Cooling: NONE (100%)  
 Roof Material: STEEL (100%)  
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)  
 Elevators: Passenger: 0 Freight: 0

**Description**

Year Built: 2010  
 Number of Stories: 1  
 Average Story Height: 9  
 Square Footage:

Super Structure: 150

Sub Structure: 0

**Total: 150****Exposure**

Latitude: 34.091776

Longitude: -117.559752

**Protection**

Manual Fire Alarm:  
 Automatic Fire Alarm:  
 Sprinklers:  
 Entry Alarm: No

**Flood Information**

Zone:  
 Certificate:

**Miscellaneous Additional Features****Additional Information**

Record Key:

## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 3 METROLINK PLATFORM #4

Building: 4B CANOPY C2

11208 AZUSA COURT

RANCHO CUCAMONGA, CA 91730 US



## Valuation Summary

Date of Inspection: 5/5/2022

Building Cost Of Reproduction New

\$ 64,000

(\$426.67 per SF)

## Construction Components

ID: 80

ISO Class: MASONRY NON-COMBUSTIBLE (100%)  
 Exterior Wall Type: NONE (100%)  
 Heating: NONE (100%)  
 Cooling: NONE (100%)  
 Roof Material: STEEL (100%)  
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)  
 Elevators: Passenger: 0 Freight: 0

## Description

Year Built: 2010  
 Number of Stories: 1  
 Average Story Height: 9  
 Square Footage:

Super Structure: 150

Sub Structure: 0

Total: 150

## Exposure

Latitude: 34.091776  
 Longitude: -117.559752

## Protection

Manual Fire Alarm:  
 Automatic Fire Alarm:  
 Sprinklers:  
 Entry Alarm: No

## Flood Information

Zone:  
 Certificate:

## Miscellaneous Additional Features

## Additional Information

Record Key:

## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 3 METROLINK PLATFORM #4

Building: 4C CANOPY C3

11208 AZUSA COURT

RANCHO CUCAMONGA, CA 91730 US



## Valuation Summary

Date of Inspection: 5/5/2022

Building Cost Of Reproduction New

\$ 64,000

(\$426.67 per SF)

## Construction Components

ID: 81

ISO Class: MASONRY NON-COMBUSTIBLE (100%)  
 Exterior Wall Type: NONE (100%)  
 Heating: NONE (100%)  
 Cooling: NONE (100%)  
 Roof Material: STEEL (100%)  
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)  
 Elevators: Passenger: 0 Freight: 0

## Description

Year Built: 2010  
 Number of Stories: 1  
 Average Story Height: 9  
 Square Footage:

Super Structure: 150

Sub Structure: 0

Total: 150

## Exposure

Latitude: 34.091776  
 Longitude: -117.559752

## Protection

Manual Fire Alarm:  
 Automatic Fire Alarm:  
 Sprinklers:  
 Entry Alarm: No

## Flood Information

Zone:  
 Certificate:

## Miscellaneous Additional Features

## Additional Information

Record Key:



## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 3 METROLINK PLATFORM #4

Building: 4D CANOPY C4

11208 AZUSA COURT

RANCHO CUCAMONGA, CA 91730 US



## Valuation Summary

Date of Inspection: 5/5/2022

Building Cost Of Reproduction New

\$ 64,000

(\$426.67 per SF)

## Construction Components

ID: 82

ISO Class: MASONRY NON-COMBUSTIBLE (100%)  
 Exterior Wall Type: NONE (100%)  
 Heating: NONE (100%)  
 Cooling: NONE (100%)  
 Roof Material: STEEL (100%)  
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)  
 Elevators: Passenger: 0 Freight: 0

## Description

Year Built: 2010  
 Number of Stories: 1  
 Average Story Height: 9  
 Square Footage:

Super Structure: 150

Sub Structure: 0

Total: 150

## Exposure

Latitude: 34.091776  
 Longitude: -117.559752

## Protection

Manual Fire Alarm:  
 Automatic Fire Alarm:  
 Sprinklers:  
 Entry Alarm: No

## Flood Information

Zone:  
 Certificate:

## Miscellaneous Additional Features

## Additional Information

Record Key:

## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 3 METROLINK PLATFORM #4

Building: 4E CANOPY C5

11208 AZUSA COURT

RANCHO CUCAMONGA, CA 91730 US



## Valuation Summary

Date of Inspection: 5/5/2022

Building Cost Of Reproduction New

\$ 64,000

(\$426.67 per SF)

## Construction Components

ID: 84

ISO Class: MASONRY NON-COMBUSTIBLE (100%)  
 Exterior Wall Type: NONE (100%)  
 Heating: NONE (100%)  
 Cooling: NONE (100%)  
 Roof Material: STEEL (100%)  
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)  
 Elevators: Passenger: 0 Freight: 0

## Description

Year Built: 2010  
 Number of Stories: 1  
 Average Story Height: 9  
 Square Footage:

Super Structure: 150

Sub Structure: 0

Total: 150

## Exposure

Latitude: 34.091776  
 Longitude: -117.559752

## Protection

Manual Fire Alarm:  
 Automatic Fire Alarm:  
 Sprinklers:  
 Entry Alarm: No

## Flood Information

Zone:  
 Certificate:

## Miscellaneous Additional Features

## Additional Information

Record Key:

## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 3 METROLINK PLATFORM #4

Building: 4F CANOPY C6

11208 AZUSA COURT

RANCHO CUCAMONGA, CA 91730 US



## Valuation Summary

Date of Inspection: 5/5/2022

Building Cost Of Reproduction New

\$ 64,000

(\$426.67 per SF)

## Construction Components

ID: 86

ISO Class: MASONRY NON-COMBUSTIBLE (100%)  
 Exterior Wall Type: NONE (100%)  
 Heating: NONE (100%)  
 Cooling: NONE (100%)  
 Roof Material: STEEL (100%)  
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)  
 Elevators: Passenger: 0 Freight: 0

## Description

Year Built: 2010  
 Number of Stories: 1  
 Average Story Height: 9  
 Square Footage:

Super Structure: 150

Sub Structure: 0

Total: 150

## Exposure

Latitude: 34.091776

Longitude: -117.559752

## Protection

Manual Fire Alarm:  
 Automatic Fire Alarm:  
 Sprinklers:  
 Entry Alarm: No

## Flood Information

Zone:  
 Certificate:

## Miscellaneous Additional Features

## Additional Information

Record Key:



## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 3 METROLINK PLATFORM #4

Building: 4G CANOPY C7

11208 AZUSA COURT

RANCHO CUCAMONGA, CA 91730 US



## Valuation Summary

Date of Inspection: 5/5/2022

Building Cost Of Reproduction New

\$ 489,000

(\$425.22 per SF)

## Construction Components

ID: 85

ISO Class: MASONRY NON-COMBUSTIBLE (100%)  
 Exterior Wall Type: NONE (100%)  
 Heating: NONE (100%)  
 Cooling: NONE (100%)  
 Roof Material: STEEL (100%)  
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)  
 Elevators: Passenger: 0 Freight: 0

## Description

Year Built: 2010  
 Number of Stories: 1  
 Average Story Height: 9  
 Square Footage:

Super Structure: 1,150

Sub Structure: 0

Total: 1,150

## Exposure

Latitude: 34.091776  
 Longitude: -117.559752

## Protection

Manual Fire Alarm:  
 Automatic Fire Alarm:  
 Sprinklers:  
 Entry Alarm: No

## Flood Information

Zone:  
 Certificate:

## Miscellaneous Additional Features

## Additional Information

Record Key:



## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 3 METROLINK PLATFORM #4

Building: 4H CANOPY C8

11208 AZUSA COURT

RANCHO CUCAMONGA, CA 91730 US



## Valuation Summary

Date of Inspection: 5/5/2022

Building Cost Of Reproduction New

\$ 64,000

(\$426.67 per SF)

## Construction Components

ID: 87

ISO Class: MASONRY NON-COMBUSTIBLE (100%)  
 Exterior Wall Type: NONE (100%)  
 Heating: NONE (100%)  
 Cooling: NONE (100%)  
 Roof Material: STEEL (100%)  
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)  
 Elevators: Passenger: 0 Freight: 0

## Description

Year Built: 2010  
 Number of Stories: 1  
 Average Story Height: 9  
 Square Footage:

Super Structure: 150

Sub Structure: 0

Total: 150

## Exposure

Latitude: 34.091776  
 Longitude: -117.559752

## Protection

Manual Fire Alarm:  
 Automatic Fire Alarm:  
 Sprinklers:  
 Entry Alarm: No

## Flood Information

Zone:  
 Certificate:

## Miscellaneous Additional Features

## Additional Information

Record Key:

## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 4 METROLINK PLATFORM #1

Building: 1 METROLINK PLATFORM #1

16777 ORANGE WAY

FONTANA, CA 92335 US

**Valuation Summary**

Date of Inspection: 5/3/2022

**Building Cost Of Reproduction New****\$ 4,165,000****(\$425.00 per SF)****Construction Components****ID: 106****ISO Class:** FIRE RESISTIVE (100%)**Exterior Wall Type:** NONE (100%)**Heating:** NONE (100%)**Cooling:** NONE (100%)**Roof Material:** NONE (100%)**Roof Pitch:** FLAT (100%)**Elevators:** Passenger: 0 Freight: 0**Description****Year Built:** 2010**Number of Stories:** 1**Average Story Height:** 9**Square Footage:** Super Structure: 9,800

Sub Structure: 0

**Total:** 9,800**Exposure****Latitude:** 34.095139**Longitude:** -117.438776**Protection****Manual Fire Alarm:****Automatic Fire Alarm:****Sprinklers:****Entry Alarm:** No**Flood Information****Zone:****Certificate:****Miscellaneous Additional Features****Additional Information****Record Key:**

## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 4 METROLINK PLATFORM #1

Building: 2 CANOPY B

16777 ORANGE WAY

FONTANA, CA 92335 US



## Valuation Summary

Date of Inspection: 5/5/2022

Building Cost Of Reproduction New

\$ 77,000

(\$401.04 per SF)

## Construction Components

ID: 78

ISO Class: MASONRY NON-COMBUSTIBLE (100%)  
 Exterior Wall Type: NONE (100%)  
 Heating: NONE (100%)  
 Cooling: NONE (100%)  
 Roof Material: TILE, CONCRETE (100%)  
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)  
 Elevators: Passenger: 0 Freight: 0

## Description

Year Built: 2010  
 Number of Stories: 1  
 Average Story Height: 9  
 Square Footage:

Super Structure: 192

Sub Structure: 0

Total: 192

## Exposure

Latitude: 34.095211  
 Longitude: -117.438692

## Protection

Manual Fire Alarm:  
 Automatic Fire Alarm:  
 Sprinklers:  
 Entry Alarm: No

## Flood Information

Zone:  
 Certificate:

## Miscellaneous Additional Features

## Additional Information

Record Key:



## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 4 METROLINK PLATFORM #1

Building: 2A CANOPY A

16777 ORANGE WAY

FONTANA, CA 92335 US



## Valuation Summary

Date of Inspection: 5/5/2022

Building Cost Of Reproduction New

\$ 77,000

(\$401.04 per SF)

## Construction Components

ID: 77

ISO Class: MASONRY NON-COMBUSTIBLE (100%)  
 Exterior Wall Type: NONE (100%)  
 Heating: NONE (100%)  
 Cooling: NONE (100%)  
 Roof Material: TILE, CONCRETE (100%)  
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)  
 Elevators: Passenger: 0 Freight: 0

## Description

Year Built: 2010  
 Number of Stories: 1  
 Average Story Height: 9  
 Square Footage: Super Structure: 192  
 Sub Structure: 0  
 Total: 192

## Exposure

Latitude: 34.095211  
 Longitude: -117.438692

## Protection

Manual Fire Alarm:  
 Automatic Fire Alarm:  
 Sprinklers:  
 Entry Alarm: No

## Flood Information

Zone:  
 Certificate:

## Miscellaneous Additional Features

## Additional Information

Record Key:

## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 4 METROLINK PLATFORM #1

Building: 2AA CANOPY G

16777 ORANGE WAY

FONTANA, CA 92335 US



## Valuation Summary

Date of Inspection: 5/3/2022

Building Cost of Reproduction New

\$ 77,000

(\$401.04 per SF)

## Construction Components

ID: 105

ISO Class: MASONRY NON-COMBUSTIBLE (100%)  
 Exterior Wall Type: NONE (100%)  
 Heating: NONE (100%)  
 Cooling: NONE (100%)  
 Roof Material: TILE, CONCRETE (100%)  
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)  
 Elevators: Passenger: 0 Freight: 0

## Description

Year Built: 2000  
 Number of Stories: 1  
 Average Story Height: 9  
 Square Footage:

Super Structure: 192

Sub Structure: 0

Total: 192

## Exposure

Latitude: 34.095211  
 Longitude: -117.438692

## Protection

Manual Fire Alarm:  
 Automatic Fire Alarm:  
 Sprinklers:  
 Entry Alarm: No

## Flood Information

Zone:  
 Certificate:

## Miscellaneous Additional Features

## Additional Information

Record Key:

## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 4 METROLINK PLATFORM #1

Building: 3A CANOPY E

16777 ORANGE WAY

FONTANA, CA 92335 US



## Valuation Summary

Date of Inspection: 5/5/2022

Building Cost Of Reproduction New

\$ 77,000

(\$401.04 per SF)

## Construction Components

ID: 76

ISO Class: MASONRY NON-COMBUSTIBLE (100%)  
 Exterior Wall Type: NONE (100%)  
 Heating: NONE (100%)  
 Cooling: NONE (100%)  
 Roof Material: TILE, CONCRETE (100%)  
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)  
 Elevators: Passenger: 0 Freight: 0

## Description

Year Built: 2010  
 Number of Stories: 1  
 Average Story Height: 9  
 Square Footage: Super Structure: 192  
 Sub Structure: 0  
 Total: 192

## Exposure

Latitude: 34.095211  
 Longitude: -117.438692

## Protection

Manual Fire Alarm:  
 Automatic Fire Alarm:  
 Sprinklers:  
 Entry Alarm: No

## Flood Information

Zone:  
 Certificate:

## Miscellaneous Additional Features

## Additional Information

Record Key:



## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 4 METROLINK PLATFORM #1

Building: 4A CANOPY C

16777 ORANGE WAY

FONTANA, CA 92335 US



## Valuation Summary

Date of Inspection: 5/5/2022

Building Cost Of Reproduction New

\$ 77,000

(\$401.04 per SF)

## Construction Components

ID: 75

ISO Class: MASONRY NON-COMBUSTIBLE (100%)  
 Exterior Wall Type: NONE (100%)  
 Heating: NONE (100%)  
 Cooling: NONE (100%)  
 Roof Material: TILE, CONCRETE (100%)  
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)  
 Elevators: Passenger: 0 Freight: 0

## Description

Year Built: 2010  
 Number of Stories: 1  
 Average Story Height: 9  
 Square Footage:

Super Structure: 192

Sub Structure: 0

Total: 192

## Exposure

Latitude: 34.095211  
 Longitude: -117.438692

## Protection

Manual Fire Alarm:  
 Automatic Fire Alarm:  
 Sprinklers:  
 Entry Alarm: No

## Flood Information

Zone:  
 Certificate:

## Miscellaneous Additional Features

## Additional Information

Record Key:



## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 4 METROLINK PLATFORM #1

Building: 5A CANOPY F

16777 ORANGE WAY

FONTANA, CA 92335 US

**Valuation Summary**

Date of Inspection: 5/5/2022

**Building Cost Of Reproduction New****\$ 77,000****(\$401.04 per SF)****Construction Components****ID: 74**

ISO Class: MASONRY NON-COMBUSTIBLE (100%)  
 Exterior Wall Type: NONE (100%)  
 Heating: NONE (100%)  
 Cooling: NONE (100%)  
 Roof Material: TILE, CONCRETE (100%)  
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)  
 Elevators: Passenger: 0 Freight: 0

**Description**

Year Built: 2010  
 Number of Stories: 1  
 Average Story Height: 9  
 Square Footage:

Super Structure: 192

Sub Structure: 0

**Total: 192****Exposure**

Latitude: 34.095211  
 Longitude: -117.438692

**Protection**

Manual Fire Alarm:  
 Automatic Fire Alarm:  
 Sprinklers:  
 Entry Alarm: No

**Flood Information**

Zone:  
 Certificate:

**Miscellaneous Additional Features****Additional Information**

Record Key:

## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 4 METROLINK PLATFORM #1

Building: 6A CANOPY D

16777 ORANGE WAY

FONTANA, CA 92335 US



## Valuation Summary

Date of Inspection: 5/5/2022

Building Cost Of Reproduction New

\$ 77,000

(\$401.04 per SF)

## Construction Components

ID: 73

ISO Class: MASONRY NON-COMBUSTIBLE (100%)  
 Exterior Wall Type: NONE (100%)  
 Heating: NONE (100%)  
 Cooling: NONE (100%)  
 Roof Material: TILE, CONCRETE (100%)  
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)  
 Elevators: Passenger: 0 Freight: 0

## Description

Year Built: 2010  
 Number of Stories: 1  
 Average Story Height: 9  
 Square Footage:

Super Structure: 192

Sub Structure: 0

Total: 192

## Exposure

Latitude: 34.095211  
 Longitude: -117.438692

## Protection

Manual Fire Alarm:  
 Automatic Fire Alarm:  
 Sprinklers:  
 Entry Alarm: No

## Flood Information

Zone:  
 Certificate:

## Miscellaneous Additional Features

## Additional Information

Record Key:

## San Bernardino County Transportation Authority

San Bernardino, California

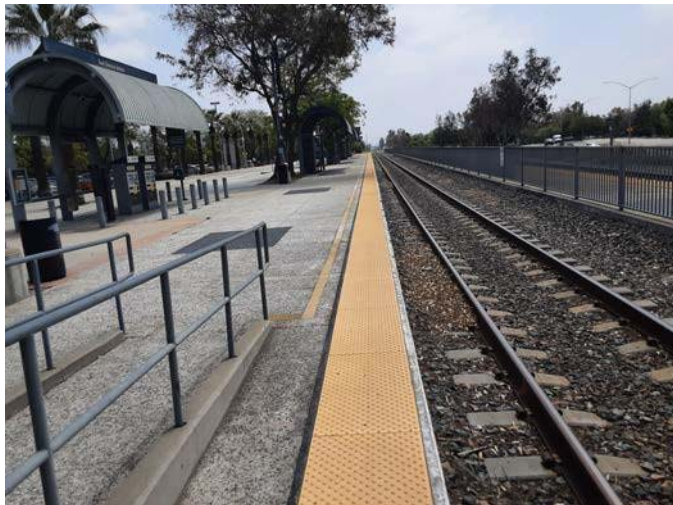
Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 6 METROLINK PLATFORM #3

Building: 1 METROLINK PLATFORM #1B

3330 EAST FRANCIS STREET

ONTARIO, CA 91761 US

**Valuation Summary**

Date of Inspection: 5/3/2022

**Building Cost Of Reproduction New****\$ 4,165,000****(\$425.00 per SF)****Construction Components****ID: 109****ISO Class:** FIRE RESISTIVE (100%)**Exterior Wall Type:** NONE (100%)**Heating:** NONE (100%)**Cooling:** NONE (100%)**Roof Material:** NONE (100%)**Roof Pitch:** FLAT (100%)**Elevators:** Passenger: 0 Freight: 0**Description****Year Built:** 2000**Number of Stories:** 1**Average Story Height:** 9**Square Footage:** Super Structure: 9,800

Sub Structure: 0

**Total:** 9,800**Exposure****Latitude:** 34.040202**Longitude:** -117.580160**Protection****Manual Fire Alarm:****Automatic Fire Alarm:****Sprinklers:****Entry Alarm:** No**Flood Information****Zone:****Certificate:****Miscellaneous Additional Features****Additional Information****Record Key:**



## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 6 METROLINK PLATFORM #3

Building: 3A CANOPY A

3330 EAST FRANCIS STREET

ONTARIO, CA 91761 US



## Valuation Summary

Date of Inspection: 5/5/2022

Building Cost of Reproduction New

\$ 97,000

(\$351.45 per SF)

## Construction Components

ID: 92

ISO Class: NON-COMBUSTIBLE (100%)  
 Exterior Wall Type: NONE (100%)  
 Heating: NONE (100%)  
 Cooling: NONE (100%)  
 Roof Material: STEEL (100%)  
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)  
 Elevators: Passenger: 0 Freight: 0

## Description

Year Built: 2010  
 Number of Stories: 1  
 Average Story Height: 9  
 Square Footage: Super Structure: 276  
 Sub Structure: 0  
 Total: 276

## Exposure

Latitude: 34.040079  
 Longitude: -117.579824

## Protection

Manual Fire Alarm:  
 Automatic Fire Alarm:  
 Sprinklers:  
 Entry Alarm: No

## Flood Information

Zone:  
 Certificate:

## Miscellaneous Additional Features

## Additional Information

Record Key:

## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 6 METROLINK PLATFORM #3

Building: 3B CANOPY B

3330 EAST FRANCIS STREET

ONTARIO, CA 91761 US

**Valuation Summary**

Date of Inspection: 5/5/2022

**Building Cost of Reproduction New****\$ 97,000****(\$351.45 per SF)****Construction Components****ID: 91**

**ISO Class:** NON-COMBUSTIBLE (100%)  
**Exterior Wall Type:** NONE (100%)  
**Heating:** NONE (100%)  
**Cooling:** NONE (100%)  
**Roof Material:** STEEL (100%)  
**Roof Pitch:** MEDIUM (8:12 TO 12:12 PITCH) (100%)  
**Elevators:** **Passenger:** 0 **Freight:** 0

**Description**

**Year Built:** 2010  
**Number of Stories:** 1  
**Average Story Height:** 9  
**Square Footage:** *Super Structure:* 276  
*Sub Structure:* 0  
**Total:** 276

**Exposure**

**Latitude:** 34.040079  
**Longitude:** -117.579824

**Protection**

**Manual Fire Alarm:**  
**Automatic Fire Alarm:**  
**Sprinklers:**  
**Entry Alarm:** No

**Flood Information**

**Zone:**  
**Certificate:**

**Miscellaneous Additional Features****Additional Information****Record Key:**

## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 6 METROLINK PLATFORM #3

Building: 3C CANOPY C

3330 EAST FRANCIS STREET

ONTARIO, CA 91761 US

**Valuation Summary**

Date of Inspection: 5/3/2022

**Building Cost of Reproduction New****\$ 97,000****(\$351.45 per SF)****Construction Components****ID: 118**

ISO Class: NON-COMBUSTIBLE (100%)  
 Exterior Wall Type: NONE (100%)  
 Heating: NONE (100%)  
 Cooling: NONE (100%)  
 Roof Material: STEEL (100%)  
 Roof Pitch: HIGH (12:12 TO 24:12 PITCH) (100%)  
 Elevators: Passenger: 0 Freight: 0

**Description**

Year Built: 2000  
 Number of Stories: 1  
 Average Story Height: 9  
 Square Footage: Super Structure: 276  
 Sub Structure: 0  
**Total: 276**

**Exposure**

Latitude: 34.040079  
 Longitude: -117.579824

**Protection**

Manual Fire Alarm:  
 Automatic Fire Alarm:  
 Sprinklers:  
 Entry Alarm: No

**Flood Information**

Zone:  
 Certificate:

**Miscellaneous Additional Features****Additional Information**

Record Key:



## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 6 METROLINK PLATFORM #3

Building: 3D CANOPY D

3330 EAST FRANCIS STREET

ONTARIO, CA 91761 US

**Valuation Summary**

Date of Inspection: 5/5/2022

**Building Cost of Reproduction New****\$ 97,000****(\$351.45 per SF)****Construction Components****ID: 90**

ISO Class: NON-COMBUSTIBLE (100%)  
 Exterior Wall Type: NONE (100%)  
 Heating: NONE (100%)  
 Cooling: NONE (100%)  
 Roof Material: STEEL (100%)  
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)  
 Elevators: Passenger: 0 Freight: 0

**Description**

Year Built: 2010  
 Number of Stories: 1  
 Average Story Height: 9  
 Square Footage: Super Structure: 276  
 Sub Structure: 0  
**Total: 276**

**Exposure**

Latitude: 34.040079  
 Longitude: -117.579824

**Protection**

Manual Fire Alarm:  
 Automatic Fire Alarm:  
 Sprinklers:  
 Entry Alarm: No

**Flood Information**

Zone:  
 Certificate:

**Miscellaneous Additional Features****Additional Information**

Record Key:

## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 6 METROLINK PLATFORM #3

Building: 3E CANOPY E

3330 EAST FRANCIS STREET

ONTARIO, CA 91761 US

**Valuation Summary**

Date of Inspection: 5/5/2022

**Building Cost of Reproduction New****\$ 97,000****(\$351.45 per SF)****Construction Components****ID: 89**

ISO Class: NON-COMBUSTIBLE (100%)  
 Exterior Wall Type: NONE (100%)  
 Heating: NONE (100%)  
 Cooling: NONE (100%)  
 Roof Material: STEEL (100%)  
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)  
 Elevators: Passenger: 0 Freight: 0

**Description**

Year Built: 2010  
 Number of Stories: 1  
 Average Story Height: 9  
 Square Footage: Super Structure: 276  
 Sub Structure: 0  
**Total: 276**

**Exposure**

Latitude: 34.040079  
 Longitude: -117.579824

**Protection**

Manual Fire Alarm:  
 Automatic Fire Alarm:  
 Sprinklers:  
 Entry Alarm: No

**Flood Information**

Zone:  
 Certificate:

**Miscellaneous Additional Features****Additional Information**

Record Key:

## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 6 METROLINK PLATFORM #3

Building: 3F CANOPY F

3330 EAST FRANCIS STREET

ONTARIO, CA 91761 US

**Valuation Summary**

Date of Inspection: 5/5/2022

**Building Cost of Reproduction New****\$ 97,000****(\$351.45 per SF)****Construction Components****ID: 88**

**ISO Class:** NON-COMBUSTIBLE (100%)  
**Exterior Wall Type:** NONE (100%)  
**Heating:** NONE (100%)  
**Cooling:** NONE (100%)  
**Roof Material:** STEEL (100%)  
**Roof Pitch:** MEDIUM (8:12 TO 12:12 PITCH) (100%)  
**Elevators:** **Passenger:** 0 **Freight:** 0

**Description**

**Year Built:** 2010  
**Number of Stories:** 1  
**Average Story Height:** 9  
**Square Footage:**

|                         |            |
|-------------------------|------------|
| <i>Super Structure:</i> | 276        |
| <i>Sub Structure:</i>   | 0          |
| <b>Total:</b>           | <b>276</b> |

**Exposure**

**Latitude:** 34.040079  
**Longitude:** -117.579824

**Protection**

**Manual Fire Alarm:**  
**Automatic Fire Alarm:**  
**Sprinklers:**  
**Entry Alarm:** No

**Flood Information**

**Zone:**  
**Certificate:**

**Miscellaneous Additional Features****Additional Information****Record Key:**



## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 7 METROLINK PLATFORM #5

Building: 2A CANOPY A

261 SOUTH PALM AVENUE

RIALTO, CA 92376 US



## Valuation Summary

Date of Inspection: 5/3/2022

Building Cost of Reproduction New

\$ 137,000

(\$349.49 per SF)

## Construction Components

ID: 119

ISO Class: FRAME (100%)  
 Exterior Wall Type: NONE (100%)  
 Heating: NONE (100%)  
 Cooling: NONE (100%)  
 Roof Material: STEEL (100%)  
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)  
 Elevators: Passenger: 0 Freight: 0

## Description

Year Built: 2010  
 Number of Stories: 1  
 Average Story Height: 10  
 Square Footage:

Super Structure: 392

Sub Structure: 0

Total: 392

## Exposure

Latitude: 34.096830

Longitude: -117.371435

## Protection

Manual Fire Alarm:  
 Automatic Fire Alarm:  
 Sprinklers:  
 Entry Alarm: No

## Flood Information

Zone:

Certificate:

## Miscellaneous Additional Features

## Additional Information

Record Key:

## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 7 METROLINK PLATFORM #5

Building: 2B CANOPY B

261 SOUTH PALM AVENUE

RIALTO, CA 92376 US



## Valuation Summary

Date of Inspection: 5/5/2022

Building Cost of Reproduction New

\$ 137,000

(\$349.49 per SF)

## Construction Components

ID: 72

ISO Class: FRAME (100%)  
 Exterior Wall Type: NONE (100%)  
 Heating: NONE (100%)  
 Cooling: NONE (100%)  
 Roof Material: TILE, CONCRETE (100%)  
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)  
 Elevators: Passenger: 0 Freight: 0

## Description

Year Built: 2010  
 Number of Stories: 1  
 Average Story Height: 9  
 Square Footage: Super Structure: 392  
 Sub Structure: 0  
 Total: 392

## Exposure

Latitude: 34.096830  
 Longitude: -117.371435

## Protection

Manual Fire Alarm:  
 Automatic Fire Alarm:  
 Sprinklers:  
 Entry Alarm: No

## Flood Information

Zone:  
 Certificate:

## Miscellaneous Additional Features

## Additional Information

Record Key:

## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 7 METROLINK PLATFORM #5

Building: 2C CANOPY C

261 SOUTH PALM AVENUE

RIALTO, CA 92376 US



## Valuation Summary

Date of Inspection: 5/5/2022

Building Cost of Reproduction New

\$ 137,000

(\$349.49 per SF)

## Construction Components

ID: 71

ISO Class: FRAME (100%)  
 Exterior Wall Type: NONE (100%)  
 Heating: NONE (100%)  
 Cooling: NONE (100%)  
 Roof Material: TILE, CONCRETE (100%)  
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)  
 Elevators: Passenger: 0 Freight: 0

## Description

Year Built: 2010  
 Number of Stories: 1  
 Average Story Height: 9  
 Square Footage: Super Structure: 392  
 Sub Structure: 0  
 Total: 392

## Exposure

Latitude: 34.096830  
 Longitude: -117.371435

## Protection

Manual Fire Alarm:  
 Automatic Fire Alarm:  
 Sprinklers:  
 Entry Alarm: No

## Flood Information

Zone:  
 Certificate:

## Miscellaneous Additional Features

## Additional Information

Record Key:



## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 7 METROLINK PLATFORM #5

Building: 2D CANOPY D

261 SOUTH PALM AVENUE

RIALTO, CA 92376 US

**Valuation Summary**

Date of Inspection: 5/5/2022

**Building Cost of Reproduction New****\$ 137,000****(\$349.49 per SF)****Construction Components****ID: 70**

**ISO Class:** FRAME (100%)  
**Exterior Wall Type:** NONE (100%)  
**Heating:** NONE (100%)  
**Cooling:** NONE (100%)  
**Roof Material:** TILE, CONCRETE (100%)  
**Roof Pitch:** MEDIUM (8:12 TO 12:12 PITCH) (100%)  
**Elevators:** Passenger: 0 Freight: 0

**Description**

**Year Built:** 2010  
**Number of Stories:** 1  
**Average Story Height:** 9  
**Square Footage:**

|                         |            |
|-------------------------|------------|
| <i>Super Structure:</i> | 392        |
| <i>Sub Structure:</i>   | 0          |
| <b>Total:</b>           | <b>392</b> |

**Exposure**

**Latitude:** 34.096830  
**Longitude:** -117.371435

**Protection**

**Manual Fire Alarm:**  
**Automatic Fire Alarm:**  
**Sprinklers:**  
**Entry Alarm:** No

**Flood Information**

**Zone:**  
**Certificate:**

**Miscellaneous Additional Features****Additional Information****Record Key:**

## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 7 METROLINK PLATFORM #5

Building: 2E CANOPY E

261 SOUTH PALM AVENUE

RIALTO, CA 92376 US



## Valuation Summary

Date of Inspection: 5/5/2022

Building Cost of Reproduction New

\$ 137,000

(\$349.49 per SF)

## Construction Components

ID: 69

ISO Class: FRAME (100%)  
 Exterior Wall Type: NONE (100%)  
 Heating: NONE (100%)  
 Cooling: NONE (100%)  
 Roof Material: TILE, CONCRETE (100%)  
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)  
 Elevators: Passenger: 0 Freight: 0

## Description

Year Built: 2010  
 Number of Stories: 1  
 Average Story Height: 9  
 Square Footage: Super Structure: 392  
 Sub Structure: 0  
 Total: 392

## Exposure

Latitude: 34.096830  
 Longitude: -117.371435

## Protection

Manual Fire Alarm:  
 Automatic Fire Alarm:  
 Sprinklers:  
 Entry Alarm: No

## Flood Information

Zone:  
 Certificate:

## Miscellaneous Additional Features

## Additional Information

Record Key:

## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 7 METROLINK PLATFORM #5

Building: 2F CANOPY F

261 SOUTH PALM AVENUE

RIALTO, CA 92376 US



## Valuation Summary

Date of Inspection: 5/5/2022

Building Cost of Reproduction New

\$ 137,000

(\$349.49 per SF

## Construction Components

ID: 68

ISO Class: FRAME (100%)  
 Exterior Wall Type: NONE (100%)  
 Heating: NONE (100%)  
 Cooling: NONE (100%)  
 Roof Material: TILE, CONCRETE (100%)  
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)  
 Elevators: Passenger: 0 Freight: 0

## Description

Year Built: 2010  
 Number of Stories: 1  
 Average Story Height: 9  
 Square Footage: Super Structure: 392  
 Sub Structure: 0  
 Total: 392

## Exposure

Latitude: 34.096830  
 Longitude: -117.371435

## Protection

Manual Fire Alarm:  
 Automatic Fire Alarm:  
 Sprinklers:  
 Entry Alarm: No

## Flood Information

Zone:  
 Certificate:

## Miscellaneous Additional Features

## Additional Information

Record Key:



## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 9 METROLINK PLATFORM #8

Building: 1 METROLINK PLATFORM #1G

220 A STREET

UPLAND, CA 91786 US

**Valuation Summary**

Date of Inspection: 5/3/2022

**Building Cost Of Reproduction New****\$ 4,165,000****(\$425.00 per SF)****Construction Components****ID: 117****ISO Class:** FIRE RESISTIVE (100%)**Exterior Wall Type:** NONE (100%)**Heating:** NONE (100%)**Cooling:** NONE (100%)**Roof Material:** NONE (100%)**Roof Pitch:** FLAT (100%)**Elevators:** Passenger: 0 Freight: 0**Description****Year Built:** 2010**Number of Stories:** 1**Average Story Height:** 10**Square Footage:** Super Structure: 9,800

Sub Structure: 0

**Total:** 9,800**Exposure****Latitude:** 34.094576**Longitude:** -117.646728**Protection****Manual Fire Alarm:****Automatic Fire Alarm:****Sprinklers:****Entry Alarm:** No**Flood Information****Zone:****Certificate:****Miscellaneous Additional Features****Additional Information****Record Key:**

## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 9 METROLINK PLATFORM #8

Building: 2A CANOPY 1

220 A STREET

UPLAND, CA 91786 US

**Valuation Summary**

Date of Inspection: 5/3/2022

**Building Cost of Reproduction New****\$ 127,000****(\$325.64 per SF)****Construction Components****ID: 111**

ISO Class: MASONRY NON-COMBUSTIBLE (100%)  
 Exterior Wall Type: NONE (100%)  
 Heating: NONE (100%)  
 Cooling: NONE (100%)  
 Roof Material: TILE, CONCRETE (100%)  
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)  
 Elevators: Passenger: 0 Freight: 0

**Description**

Year Built: 2000  
 Number of Stories: 1  
 Average Story Height: 9  
 Square Footage:

Super Structure: 390

Sub Structure: 0

**Total: 390****Exposure**

Latitude: 34.094528

Longitude: -117.646692

**Protection**

Manual Fire Alarm:  
 Automatic Fire Alarm:  
 Sprinklers:  
 Entry Alarm: No

**Flood Information**

Zone:

Certificate:

**Miscellaneous Additional Features****Additional Information**

Record Key:

## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 9 METROLINK PLATFORM #8

Building: 2B CANOPY 2

220 A STREET

UPLAND, CA 91786 US

**Valuation Summary**

Date of Inspection: 5/3/2022

**Building Cost of Reproduction New****\$ 127,000****(\$325.64 per SF)****Construction Components****ID: 114**

ISO Class: MASONRY NON-COMBUSTIBLE (100%)  
 Exterior Wall Type: NONE (100%)  
 Heating: NONE (100%)  
 Cooling: NONE (100%)  
 Roof Material: TILE, CONCRETE (100%)  
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)  
 Elevators: Passenger: 0 Freight: 0

**Description**

Year Built: 2000  
 Number of Stories: 1  
 Average Story Height: 9  
 Square Footage: Super Structure: 390  
 Sub Structure: 0  
**Total: 390**

**Exposure**

Latitude: 34.094528  
 Longitude: -117.646692

**Protection**

Manual Fire Alarm:  
 Automatic Fire Alarm:  
 Sprinklers:  
 Entry Alarm: No

**Flood Information**

Zone:  
 Certificate:

**Miscellaneous Additional Features****Additional Information**

Record Key:



## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 9 METROLINK PLATFORM #8

Building: 2C CANOPY 3

220 A STREET

UPLAND, CA 91786 US



## Valuation Summary

Date of Inspection: 5/5/2022

Building Cost Of Reproduction New

\$ 146,000

(\$374.36 per SF)

## Construction Components

ID: 95

ISO Class: MASONRY NON-COMBUSTIBLE (100%)  
 Exterior Wall Type: NONE (100%)  
 Heating: NONE (100%)  
 Cooling: NONE (100%)  
 Roof Material: TILE, CONCRETE (100%)  
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)  
 Elevators: Passenger: 0 Freight: 0

## Description

Year Built: 2010  
 Number of Stories: 1  
 Average Story Height: 9  
 Square Footage:

Super Structure: 390

Sub Structure: 0

Total: 390

## Exposure

Latitude: 34.094528  
 Longitude: -117.646692

## Protection

Manual Fire Alarm:  
 Automatic Fire Alarm:  
 Sprinklers:  
 Entry Alarm: No

## Flood Information

Zone:  
 Certificate:

## Miscellaneous Additional Features

## Additional Information

Record Key:

## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 9 METROLINK PLATFORM #8

Building: 2D CANOPY 4

220 A STREET

UPLAND, CA 91786 US



## Valuation Summary

Date of Inspection: 5/5/2022

Building Cost Of Reproduction New

\$ 146,000

(\$374.36 per SF)

## Construction Components

ID: 94

ISO Class: MASONRY NON-COMBUSTIBLE (100%)  
 Exterior Wall Type: NONE (100%)  
 Heating: NONE (100%)  
 Cooling: NONE (100%)  
 Roof Material: TILE, CONCRETE (100%)  
 Roof Pitch: MEDIUM (8:12 TO 12:12 PITCH) (100%)  
 Elevators: Passenger: 0 Freight: 0

## Description

Year Built: 2010  
 Number of Stories: 1  
 Average Story Height: 9  
 Square Footage:

Super Structure: 390

Sub Structure: 0

Total: 390

## Exposure

Latitude: 34.094528

Longitude: -117.646692

## Protection

Manual Fire Alarm:  
 Automatic Fire Alarm:  
 Sprinklers:  
 Entry Alarm: No

## Flood Information

Zone:  
 Certificate:

## Miscellaneous Additional Features

## Additional Information

Record Key:

## San Bernardino County Transportation Authority

San Bernardino, California

Member: 001 SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Site: 9 METROLINK PLATFORM #8

Building: 2E CANOPY 5

220 A STREET

UPLAND, CA 91786 US

**Valuation Summary**

Date of Inspection: 5/5/2022

**Building Cost Of Reproduction New****\$ 146,000****(\$374.36 per SF)****Construction Components****ID: 93**

**ISO Class:** MASONRY NON-COMBUSTIBLE (100%)  
**Exterior Wall Type:** STUCCO ON FRAME (100%)  
**Heating:** NONE (100%)  
**Cooling:** NONE (100%)  
**Roof Material:** TILE, CONCRETE (100%)  
**Roof Pitch:** MEDIUM (8:12 TO 12:12 PITCH) (100%)  
**Elevators:** Passenger: 0 Freight: 0

**Description**

**Year Built:** 2010  
**Number of Stories:** 1  
**Average Story Height:** 9  
**Square Footage:**

Super Structure: 390

Sub Structure: 0

**Total: 390****Exposure****Latitude:** 34.094528**Longitude:** -117.646692**Protection**

**Manual Fire Alarm:**  
**Automatic Fire Alarm:**  
**Sprinklers:**  
**Entry Alarm:** No

**Flood Information**

**Zone:**  
**Certificate:**

**Miscellaneous Additional Features****Additional Information****Record Key:**

**EXHIBIT “B”  
“PRICE PROPOSAL”**

DRAFT

Attachment: 23-1002957- PDF (10119 : Award Contract No. 23-1002957 with Alliant Insurance Services)



**Exhibit B -- Price Proposal for:  
Fixed Price**

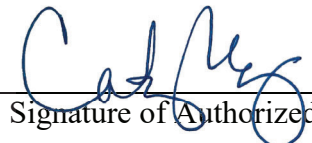
**23 - 1002957**

| <b>ANNUAL FIXED FEE BROKER SERVICES</b>  | <b>Task Description</b>   | <b>Lump Sum</b>   |
|--|---|-------------------|
| Year 1                                   | Brokerage and consulting services   | \$35,000          |
| Year 2                                   | Brokerage and consulting services   | \$36,500          |
| Year 3                                   | Brokerage and consulting services   | \$38,000          |
| Year 4                                   | Brokerage and consulting services   | \$39,500          |
| Year 5                                   | Brokerage and consulting services   | \$41,000          |
| <b>Total for Years 1 - 5</b>             |   | <b>\$ 190,000</b> |
| Year 6 Optional Year 1                   | Brokerage and consulting services   | \$42,500          |
| Year 7 Optional Year 1                   | Brokerage and consulting services   | \$44,000          |
| <b>TOTAL FOR ALL OPTIONAL YEARS</b>      |   | <b>\$ 276,500</b> |
|  |   |                   |
|  |   |                   |
|  |   |                   |
| <b>Optional Services</b>                 | <b>Task Description</b>   | <b>Lump Sum</b>   |
| Property Appraisal 1 Performed in Year 2 | Property Appraisal  | \$10,000          |
| Property Appraisal 2 Performed in Year 5 | Property Appraisal  | \$10,000          |
|  |   |                   |
| <b>LOSS CONTROL SERVICES</b>             | No more than 40 hours of loss control service are required over the entire life of this contract. | Included          |
|  |   |                   |
|  |   |                   |
|  |   |                   |
| <b>TOTAL FIXED PRICE AMOUNT:</b>         |   | <b>\$296,500</b>  |

I hereby acknowledge that I have included all labor hours, fees, taxes, materials and equipment in this price.

Alliant Insurance Services

Proposer

  
Signature of Authorized Person

8/30/2023  
Date

Attachment: 23-1002957- PDF (10119 : Award Contract No. 23-1002957 with Alliant Insurance Services)

## *Minute Action*

AGENDA ITEM: 10

**Date:** *December 6, 2023*

**Subject:**

Amendment No. 1 to Contract No. 24-1003036 with BCA Watson Rice - Western Region, LLP

**Recommendation:**

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

A. Approve Amendment No. 1 to Contract No. 24-1003036, Measure I and Transportation Development Act Audit Services, to increase the contract amount by \$16,445 for a new not-to-exceed amount of \$85,405 to provide State Controller Report and Single audit services.

B. Approve an increase in budget for Fiscal Year 2023/2024 for task 0400 – Financial Management of \$600,000 to be funded by **Measure I and Local Transportation Fund Administration** to account for the higher cost of the Measure I and Transportation Development Act auditing services.

**Background:**

On September 21, 2023, San Bernardino County Transportation Authority executed Contract No. 24-1003036 with BCA Watson Rice—Western Regional, LLP to perform Measure I and Transportation Development Act Audit Services for Mountain Area Regional Transit and Basin Transit **for a not-to-exceed amount of \$68,960**. The original estimate did not include an estimate for the Single Audit report for Mountain Area Regional Transit and the State Controller report for both agencies.

This item is to request approval for Amendment No. 1 to Agreement No. 24-1003036 with BCA Watson Rice - Western Region, LLP to provide the additional services of the Single Audit and State Controller reports for Basin Transit and Mountain Area Regional Transit for Fiscal Year 2022/2023 **for a not-to-exceed amount of \$85,405**.

**Financial Impact:**

This item is not consistent with the Fiscal Year 2023/2024 Budget. Recommendation B is requesting a budget adjustment to account for the additional cost of audit services.

**Reviewed By:**

This item was reviewed and unanimously recommended for approval by the General Policy Committee on November 8, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.

**Responsible Staff:**

Hilda Flores, Chief Financial Officer

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Approved  
Board of Directors  
Date: December 6, 2023

Witnessed By:

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*Entity: San Bernardino County Transportation Authority*



|                                 |  |                |                             |
|---------------------------------|--|----------------|-----------------------------|
| Contract No:                    | <u>24-1003036</u>  | Amendment No.: | <u>1</u>                    |
| Contract Class:                 | <u>Payable</u>   | Department:    | <u>Finance</u>              |
| Vendor No.:                     | <u>03934</u>   | Vendor Name:   | <u>BCA Watson Rice, LLP</u> |
| Description:                    | <u>Audit Services for Basin Transit and Mountain Transit</u> |                |                             |
| List Any Related Contract Nos.: | <u>24-1003030</u>  |                |                             |

| Dollar Amount                |   |    |           |                                |  |    |           |
|------------------------------|---|----|-----------|--------------------------------|--|----|-----------|
| Original Contract            |   | \$ | 68,960.00 | Original Contingency           |  | \$ | -         |
| Prior Amendments             |   | \$ | -         | Prior Amendments               |  | \$ | -         |
| Prior Contingency Released   |   | \$ | -         | Prior Contingency Released (-) |  | \$ | -         |
| Current Amendment            |   | \$ | 16,445.00 | Current Amendment              |  | \$ | -         |
| Total/Revised Contract Value |   | \$ | 85,405.00 | Total Contingency Value        |  | \$ | -         |
|                              | Total Dollar Authority (Contract Value and Contingency) |    |           |                                |  | \$ | 85,405.00 |

|                    |                  |       |              |
|--------------------|------------------|-------|--------------|
| Board of Directors | Date: 12/06/2023 | Board | Item # 10114 |
|--------------------|------------------|-------|--------------|

|                 |                                 |              |    |                      |
|-----------------|---------------------------------|--------------|----|----------------------|
| Other Contracts |                                 | Sole Source? | No | No Budget Adjustment |
| Local           | Professional Services (Non-A&E) |              |    | N/A                  |

[illegible]

Hilda Flores

Task Manager (Print Name)

Additional Notes:

**AMENDMENT NO. 1 TO CONTRACT NO. 24-1003036****FOR****MEASURE I TRANSPORTATION DEVELOPMENT ACT AUDIT SERVICES****(BCA WATSON RICE – WESTERN REGION, LLP)**

This AMENDMENT No. 1 to Contract No. 24-1003036 (“Amendment”) is made by and between BCA Watson Rice – Western Region, LLP (“CONSULTANT”) and the San Bernardino County Transportation Authority (“SBCTA”). SBCTA and CONSULTANT are each a “Party” and collectively “Parties” herein.

**RECITALS:**

- A. SBCTA, under Contract No. 24-1003036, engaged CONSULTANT to provide Measure I and Transportation Development Act audit services (“Contract”); and
- B. The Parties desire to increase contract amount by \$16,445 to allow for the completion of the State Controllers Report (due prior to January 31st) for both Morongo Basin Transit Authority and Mountain Area Regional Transit Authority, and the Independent Auditor's Single Audit Report for Mountain Area Regional Transit Authority.

**NOW THEREFORE**, the Parties mutually agree to amend Contract No. 24-1003036 as follows:

1. Article 3.2, "COMPENSATION," is deleted in its entirety and replaced with the following:  
  
 “The total Contract Not-To-Exceed Amount is Eighty-Five Thousand, Four Hundred Five Dollars (\$85,405). 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 List 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.”
2. Except as amended by this Amendment No. 1, all other provisions of Contract No. 24-1003036, shall remain in full force and effect.
3. The Recitals set forth above are incorporated herein by this reference.
4. This Amendment No. 1 shall be effective upon execution by both Parties.

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

**IN WITNESS WHEREOF**, the Parties have duly executed this Amendment No. 1 below.

**BCA WATSON RICE - WESTERN  
REGION, LLP**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Michael de Castro  
Managing Partner

By: \_\_\_\_\_  
Dawn M. Rowe  
Board President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Julianna K. Tillquist  
General Counsel

Date: \_\_\_\_\_

**CONCURRENCE:**

By: \_\_\_\_\_  
Shaneka M. Morris  
Procurement Manager

Date: \_\_\_\_\_



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

**Key Personnel**

| Name           | Classification/Title | Task No. | Estimated Hours | Hourly Rate | Total     |
|----------------|----------------------|----------|-----------------|-------------|-----------|
| H. Chu         | Engagement Partner   |          | 62              | \$ 200      | \$ 12,400 |
| R. Cabilin     | Audit Manager        |          | 185             | \$ 150      | 27,750    |
| I. Fakhreddine | Senior Auditor       |          | 190             | \$ 105      | 19,950    |
| L. Reason      | Senior Auditor       |          | 190             | \$ 105      | 19,950    |
| TBD            | Staff Auditor        |          | 128             | \$ 90       | 11,520    |
|                |                      |          |                 | \$          |           |
|                |                      |          |                 | \$          |           |
|                |                      |          |                 | \$          |           |
|                |                      |          |                 | \$          |           |
|                |                      |          |                 | \$          |           |
|                |                      |          |                 | \$          |           |
|                |                      |          |                 | \$          |           |
|                |                      |          |                 | \$          |           |
|                |                      |          |                 | \$          |           |
|                |                      |          |                 | \$          | \$ 91,570 |

**Other Direct Cost Schedule (ODC)**

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

| Type of ODC | Unit Cost | Estimated Budget Amount |
|-------------|-----------|-------------------------|
|             | \$        | \$                      |
|             | \$        | \$                      |
|             | \$        | \$                      |
|             | \$        | \$                      |
|             | \$        | \$                      |

| Grand Total |
|-------------|
| \$91,570    |

BCA Watson Rice LLP  
Proposer

Signature of Authorized Person

August 4, 2023  
Date

## ***Minute Action***

### AGENDA ITEM: 11

***Date:*** December 6, 2023

***Subject:***

2023 Title VI Program Update, including Public Participation Plan and Language Assistance Plan

***Recommendation:***

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

Approve the 2023 Title VI Program Report, including the Public Participation Plan and Language Assistance Plan, in compliance with Federal Transit Administration requirements.

***Background:***

Title VI of the Civil Rights Act of 1964, as amended, protects persons in the United States from being excluded from participation in, denied benefits of, or subjected to discrimination on the basis of race, color, or national origin in any program or activity receiving federal financial assistance.

The San Bernardino County Transportation Authority's (SBCTA) commitment to ensuring that its services are delivered and implemented in accordance with Title VI is described in the Non-Discrimination notice and procedure that were adopted by the Board of Directors on February 3, 2016 and updated on May 6, 2020. The existing practices conform to Caltrans' requirements for implementing Title VI and the Americans with Disabilities Act (ADA) regulations. However, as a recipient of Federal Transit Administration (FTA) funds, requirements for implementing Title VI are more extensive and include the adoption of a Title VI Program under the guidelines set forth in FTA Circular 4702.1B, *Title VI Requirements and Guidelines for Federal Transit Administration Recipients*.

SBCTA is unique in that it is a recipient of FTA funds (through the Transit and Rail Program); however, it is not a transit operator, direct recipient, or a Metropolitan Planning Organization (MPO). Nevertheless, since FTA funds were utilized for the development of various SBCTA projects, the FTA Title VI requirements and guidelines apply. The institution-wide application of Title VI has been emphasized at recent FTA workshops since the Circular was revised in 2016 with the assertion that Title VI covers all of the operations of covered entities without regard to whether specific portions of the covered program or activity are federally funded. *"Recipients are responsible for ensuring that all of their activities are in compliance with Title VI. In other words, a recipient may engage in activities not described in the Circular, such as a ridesharing program, roadway incident response program or other programs not funded by FTA, and those programs must also be administered in a nondiscriminatory manner."* (Circ. 4702.1B, Ch. II-1)

The Circular has general requirements and guidelines for all recipients and additional requirements for fixed route transit providers, states, and MPOs. As the regional transportation planning agency and county transportation commission, only the general requirements and guidelines, as listed below, are applicable to SBCTA.

*Entity: San Bernardino County Transportation Authority*

1. **Title VI Notice to the Public** – A notice shall be posted in public locations and website including language that the recipient complies with Title VI and instructions on how to file a Title VI complaint to the Commission and directly to the FTA.
2. **Title VI Complaint Procedures and Complaint Form** – Procedures on filing a complaint shall be developed for investigating and tracking Title VI complaints. A complaint form must also include the necessary information and questions to conduct an investigation.
3. **List of transit-related Title VI investigations, complaints, or lawsuits** – FTA requires that files of investigations, complaints, or lawsuits that pertain to allegations of discrimination on the basis of race, color, or national origin in transit-related activities and programs be maintained for three years and a list of cases be held for five years.
4. **Public Participation Plan** – An established process or plan shall promote inclusive public participation and describe the proactive strategies, procedures, and desired outcomes of a recipient's public participation activities.
5. **Language Assistance Plan** – Recipients are required to take reasonable steps to ensure meaningful access to benefits, services, information, and other important portions of its programs or activities for persons who are limited-English proficient.
6. **A table depicting the membership on non-elected committees and councils, broken down by race** – This pertains to the transit-related, non-elected planning boards, advisory councils or committees.
7. **Monitoring procedures for sub recipients** – Primary recipients are responsible for establishing monitoring procedures for its sub recipients who are extended federal funds, unless the sub recipient is also a direct recipient of FTA funds.
8. **Title VI equity analysis for the site and location of facilities** – “Facilities” included in this provision include, but are not limited to, storage facilities, maintenance facilities, operations centers, etc. Recipients are required to complete an equity analysis, including the impacts of various siting alternatives, during the planning stage with regard to where a project is located or sited to ensure that the location is selected without regard to race, color, or national origin.
9. **Documentation that the governing board has reviewed and approved the Title VI Program** – A copy of meeting minutes or a resolution must be submitted with the Title VI Program Report.

SBCTA's Title VI Program was last updated in 2020 and is required to be updated every three years, or as necessary, when guidelines are revised or as compliance reviews require. The 2023 Title VI Program Report is attached for your reference.

***Financial Impact:***

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

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the General Policy Committee on November 8, 2023. SBCTA General Counsel has reviewed this item and the draft program report.

***Responsible Staff:***

Colleen Franco, Director of Management Services



Board of Directors Agenda Item  
December 6, 2023  
Page 3

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Approved  
Board of Directors  
Date: December 6, 2023  
Witnessed By:

San Bernardino County Transportation Authority

# San Bernardino County Transportation Authority Title VI Program

Prepared for the Federal Transit Administration  
In accordance with FTA Circular 4702.1B



1170 West 3rd Street, 2nd Floor  
San Bernardino, CA 92410-1715

This document was prepared by AMMA Transit Planning on behalf of San Bernardino County Transportation Authority (SBCTA). This Title VI Program complies with Title VI of the Civil Rights Act of 1964, including new provisions detailed in the U.S. Department of Transportation's FTA Circular 4702.1B, *Title VI Requirements and Guidelines for Federal Transit Administration Recipients*.

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## Attachments

Attachment A: Title VI Vital Documents  
Attachment B: Spanish Title VI Vital Documents  
Attachment C: SBCTA Public Participation Plan  
Attachment D: SBCTA Language Assistance Plan

This page intentionally left blank.

## Introduction and Purpose

Title VI of the Civil Rights Act of 1964 protects persons in the United States from being excluded from participation in, denied the benefits of or subjected to discrimination on the basis of race, color or national origin in any program or activity receiving federal financial assistance. The Federal Transit Administration (FTA), under the Federal Department of Transportation (DOT), requires recipients to adopt a Title VI Program pursuant to FTA Circular 4702.1B, *Title VI Requirements and Guidelines for Federal Transit Administration Recipients*.

A recipient of FTA funds, San Bernardino County Transportation Authority (SBCTA) is committed to ensuring that its services are delivered and implemented in accordance with Title VI and other non-discriminatory regulations. SBCTA also complies with non-discriminatory regulations at the state level and ensures that its programs and services comply with Title VI, whether federally funded or not.

The Circular has general requirements for all recipients and additional guidelines for Fixed-Route Transit Providers, States and Metropolitan Planning Organizations (MPOs). As the Regional Transportation Planning Agency (RTPA), County Transportation Commission (CTC) and Council of Governments (COG) for San Bernardino County, only the general requirements and guidelines are applicable to SBCTA, and they are as follows:

- 1) Title VI Notice to the Public
- 2) Title VI Complaint Procedures
- 3) Title VI Complaint Form
- 4) List of transit-related Title VI investigations, complaints or lawsuits
- 5) Public Participation Plan
- 6) Language Assistance Plan
- 7) A table depicting the membership on nonelected committees broken down by race
- 8) Monitoring procedures for subrecipients
- 9) Title VI equity analysis for the site and location of facilities
- 10) Documentation that the governing board has reviewed and approved the Title VI Program

The following sections of this report document how SBCTA is in compliance with each requirement.

## Background of SBCTA

San Bernardino Associated Governments (SANBAG) is a cooperative association of governments formed in 1973 pursuant to a Joint Exercise of Powers Agreement (JPA). Prior to Jan. 1, 2017, SANBAG operated in various capacities: congestion management agency, local transportation authority, service authority for freeway emergencies and County Transportation Commission (collectively, the "San Bernardino County Consolidated Agencies"). The San Bernardino County Transportation Authority Consolidation Act of 2017 consolidated those agencies into one entity, the San Bernardino County Transportation Authority (SBCTA), effective Jan. 1, 2018 (Public Utilities Code §§ 130800 et seq.). SANBAG continues to exist as a JPA, functioning as a council of governments, but no longer has any transportation-related function.



Serving nearly 2.2 million residents of San Bernardino County, the SBCTA is responsible for cooperative regional planning and furthering an efficient multi-modal transportation system countywide. The SBCTA administers Measure I, the half-cent transportation sales tax first approved by County voters in 1989, and supports freeway construction projects, regional and local road improvements, train and bus transportation, railroad crossings, call boxes, ridesharing, congestion management efforts, and long-term planning studies.

## Title VI Notice to the Public

Recipients must notify beneficiaries of protections under Title VI by posting a notice in public locations that confirms that the recipient complies with Title VI and provides instructions on how to file a Title VI complaint to SBCTA and directly to the FTA.

The following Notice to the Public is available at:

- SBCTA's website: <https://www.gosbcta.com/about-us/about-sbcta/>
- The front desk of SBCTA's offices at 1170 West 3rd Street, San Bernardino, CA 92410.

The notice is considered a vital document and is available in Spanish, consistent with DOT limited-English proficient (LEP) guidance and SBCTA's Language Assistance Plan (LAP). The Spanish translation is also available on the website and at SBCTA's front desk. The translated Notice is provided in Attachment B.

## SBCTA Title VI Notice



San Bernardino County Transportation Commission

### TITLE VI NOTICE

In accordance with the requirements of Title VI of the Civil Rights Act of 1964 San Bernardino County Transportation Authority (SBCTA) will not discriminate or exclude individuals on the basis of race, color or national origin in admission to its programs, services, or activities, in access to them, in treatment of, or in any aspect of operations.

SBCTA will not tolerate discrimination by a SBCTA employee or recipients of Federal funds such as cities, counties, contractors, consultants, suppliers, planning agencies and any other recipients of federal-aid highway funds.

Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with SBCTA. For more information on SBCTA's Title VI program, and the procedures to file a complaint, contact:

San Bernardino County Transportation Authority  
Legislative and Public Affairs  
1170 W. 3rd Street, Second Floor  
San Bernardino, CA 92410-1715  
Phone: (909) 884-8276  
California Relay Service 7-1-1 (for TTY users)

Or visit SBCTA's website: [www.gosbcta.com](http://www.gosbcta.com)

A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor – TCR, 1200 New Jersey Avenue., SE, Washington, DC 20590.

Anyone who requires an auxiliary aid or translating service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of SBCTA, should contact SBCTA at (909) 884-8276. Requests must be received no later than 72 hours before the schedule event. SBCTA will take reasonable steps to ensure that all individuals have meaningful access to programs, services, and information free of charge.

SBCTA – Title VI Notice 2/23

## Title VI Complaint Procedures and Complaint Form

Recipients are required to develop procedures for investigating and tracking Title VI complaints filed against them and make their procedures for filing a complaint available to members of the public. Recipients also must develop a Title VI complaint form and make this form available.

SBCTA's Complaint Procedures and Complaint Form are provided in Attachment A.

These documents are available on SBCTA's website and at the front desk of SBCTA's offices at 1170 West 3rd Street, San Bernardino, CA 92410. In addition to the Public Notice, the Complaint Procedures and Complaint Form are considered vital documents and are, therefore, available in Spanish, consistent with the DOT LEP Guidance and SBCTA's LAP. The Spanish version of these forms is provided in Attachment B.

## List of Transit-Related Title VI Investigations, Complaints or Lawsuits

FTA requires that files of investigations, complaints or lawsuits that pertain to allegations of discrimination on the basis of race, color or national origin in transit-related activities and programs be maintained for three years and a list of cases be held for five years. That list should be reported in the Title VI Program.

SBCTA received one Title VI complaint in 2021. The complaint was investigated following SBCTA's policies and was determined not to be a Title VI issue.

### *SBCTA Title VI Complaint Log*

| <i>Complaint No.</i> | <i>From</i>   | <i>Date Received</i> | <i>Date Responded</i>               |
|----------------------|---|----------------------|-------------------------------------|
| 002                  | Stephen Wayne Rogers<br>820 Church Street<br>Redlands, CA 92374<br>(909) 556-1988 | 2/11/21              | 2/22/21 - email from<br>Tim Watkins |

## Public Participation Plan

Recipients are required to promote inclusive public participation and seek out and consider the needs and input of the general public, including interested parties and those traditionally underserved by existing transportation systems, such as minority and LEP persons.

The Public Participation Plan is the established process or plan that describes the proactive strategies, procedures and desired outcomes of a recipient's public participation activities. Consistent with federal guidelines, SBCTA developed its Public Participation Plan by undertaking a demographic analysis of the population(s) affected, the type of plan, program and/or service under consideration, and the resources available to the Commission.

The Public Participation Plan is provided in Attachment C.

## Language Assistance Plan

Recipients are required to take reasonable steps to ensure meaningful access to benefits, services, information and other important portions of its programs or activities for limited English proficient (LEP) populations. FTA Circular 4702.1B details the components of the Language Assistance Plan (LAP), including the Four Factor Analysis, which provides a careful analysis of LEP persons that the recipient may encounter to determine the specific language services that are appropriate to provide.

SBCTA undertook the Four Factor Analysis and developed appropriate language assistance planning and services based on the results. The resultant LAP will assist SBCTA in effectively implementing the requirements and communicating with LEP individuals.

The Language Assistance Plan is provided in Attachment D.

## Membership of Nonelected Committees and Councils

Recipients that have transit-related, nonelected planning boards, advisory councils or committees, or similar bodies, in which the membership is selected by the recipient, must provide a table depicting the racial breakdown of the membership of those committees, and a description of efforts made to encourage the participation of minorities on such committees or councils. SBCTA has one transit-related committee that is applicable to this requirement: PASTACC, the Public and Specialized Transportation Advisory Coordination Council.

PASTACC functions as San Bernardino County's *Social Services Transportation Advisory Council* and was formed in response to the 1979 Social Services Transportation Improvement Act (AB 120), codified as the requirements of the Social Services Transportation Advisory Council mandated by TDA

Article 3 §99238. PASTACC's statutory purposes include participation in the annual Unmet Needs Hearing Process, including reviewing and approving recommended actions. Beyond that, PASTACC participates in various federal grant processes.

The TDA stipulates the membership of this body:

- 1) One representative of a potential transit user 60 years of age and older;
- 2) One representative of a potential transit user who is disabled;
- 3) Two representatives of the social service providers for seniors;
- 4) Two representatives of the social service providers for the disabled, including one representative of a social service transportation provider, if one exists;
- 5) One representative of a social service provider for persons of limited means; and
- 6) Two representatives of a Consolidated Transportation Service Agency(s), designated as such pursuant to subdivision (a) of Section 15975 of the Government Code, including one representative from an operator, if one exists.

### **PASTACC Membership**

PASTACC's membership structure is comprised of two tiers of members:

- 1) Appointed members with voting authority
- 2) Invited, voluntary non-voting participants

This form of membership ensures PASTACC has authority to support its recommendations while maintaining its commitment to open dialogue, coordination and exchange of information.

#### Appointed Members

PASTACC appointments will be consistent with requirements mandated for social service transportation advisory committees, as detailed in TDA Article 3 §99238. PASTACC's appointed members will include two categories:

- 1) Five Standing Members (Transit Agencies)
  - Basin Transit
  - Mountain Transit (Mountain Area Regional Transit Authority)
  - Needles Transit Services, City of Needles
  - Omnitrans
  - Victor Valley Transit Authority

The public transit providers are organizational representatives — the general manager or a designee — expected to be standing and continuing representatives.

2) Five At-Large Members voted on by existing PASTACC membership and approved by the SBCTA Commuter Rail and Transit Committee.

- At-Large Members will include human and social service agencies serving the target population.
- It is recommended that two to three At-Large Members have a county-wide focus to their mission, with the remaining appointees having a local, community-level focus.

- There may be instances where an individual, who is not affiliated with an organization but has a longstanding advocacy or knowledge-based role in PASTACC, will be appointed an At-Large membership.

Racial diversity, as well as diversity of clientele, and areas of the County are considered when considering At-Large Membership appointments.

#### Non-Voting Participants

Non-Voting Members, or invited participants, represent a voluntary, participatory "sustaining" body that will support the Appointed Members. This form of membership is open to all other public, private and nonprofit transit providers; transportation agencies; public, private and nonprofit social services agencies; county and municipalities; and other organizations serving individuals with disabilities, with limited means and/or seniors. Such interested agencies will retain membership through a mailing list and will be invited to regularly scheduled meetings to attend at their convenience and availability.

#### **Racial Breakdown**

The racial breakdown for the PASTACC Appointed Membership is as follows:

| Committee / Body | African American | Asian American | Caucasian | Latino | Native American | Other |
|------------------|------------------|----------------|-----------|--------|-----------------|-------|
| PASTACC          | 9%               | 0%             | 45%       | 45%    | 0%              | 0%    |

## **Subrecipient Compliance**

If a recipient is a primary recipient, which means any FTA recipient that extends federal financial assistance to a subrecipient, then it is required to ensure that sub recipients are complying with Title VI, including the submittal of a subrecipient's Title VI documents.

As SBCTA does not have any subrecipients, this requirement is not applicable.



## Title VI Equity Analysis for Determining the Site or Location of Facilities

This requirement stipulates that recipients should complete a Title VI equity analysis during the planning stage with regard to where a project is located or sited to ensure the location is selected without regard to race, color or national origin. The equity analysis must include:

- Outreach to persons potentially impacted by the siting of facilities.
- Comparison of the equity impacts of various siting alternatives, and the analysis must occur before the selection of the preferred site.

The purpose of completing a Title VI analysis during the project development stage is to determine if a project will have disparate impacts on the basis of race, color or national origin. If such impacts exist, then the project may move forward with the proposed location if there is substantial legitimate justification for locating the project there, and there are no alternative locations that would have a less adverse impact on members of a group protected under Title VI.

For purposes of this requirement, the Circular states that “facilities” do not include bus shelters, as they are transit amenities and are covered under the additional requirements for fixed-route transit operators, nor does it include transit stations, power substations, etc., as those are evaluated during project development and the National Environmental Policy Act (NEPA) process. Facilities included in this provision include, but are not limited to, storage facilities, maintenance facilities, operations centers, etc.

Since the last Title VI Update in 2020, no new construction has begun or facilities sited; therefore, no equity analyses were required.

## Approval of the Title VI Program

All recipients are required to provide documentation, such as meeting minutes, resolutions or other appropriate documentation showing that the governing body reviewed and approved the Title VI Program prior to submission to FTA.

SBCTA's Title VI Program was reviewed and approved by the Board of Directors on approval pending.

## Attachments

**Attachment A: Title VI Vital Documents**

**Attachment B: Spanish Title VI Vital Documents**

**Attachment C: SBCTA Public Participation Plan**

**Attachment D: SBCTA Language Assistance Plan**



## San Bernardino County Transportation Commission

**TITLE VI NOTICE**

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San Bernardino County Transportation Authority  
Legislative and Public Affairs  
1170 W. 3rd Street, Second Floor  
San Bernardino, CA 92410-1715  
Phone: (909) 884-8276  
California Relay Service 7-1-1 (for TTY users)

Or visit SBCTA's website: [www.gosbcta.com](http://www.gosbcta.com)

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The Notice to the Public is available at:

- SBCTA's website: <https://www.gosbcta.com/about-us/about-sbcta/>
- The front desk of SBCTA's offices at 1170 West 3rd Street, San Bernardino, CA 92410.



## Title VI Complaint Form

**When completed, submit the original signed form or letter in person or by mail to:**

San Bernardino County Transportation Authority  
Legislative and Public Affairs  
1170 W. 3<sup>rd</sup> Street, Second Floor  
San Bernardino, CA 92410-1715

### Questions?

Phone: (909) 884-8276

California Relay Service 7-1-1 (for TTY users)

### Accessible Formats Required?

Large Print \_\_\_\_\_

TDD \_\_\_\_\_

Audio Tape \_\_\_\_\_

Other? \_\_\_\_\_

### 1. Contact Information

Complainant's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, and Zip Code: \_\_\_\_\_

Home /Cell phone: \_\_\_\_\_

Work Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**What are the most convenient days and times for us to contact you about this complaint?**

**2. Are you filing this complaint on your own behalf?** ☐ No ☐ Yes If "yes," go to Number 3.

**If you answered "no," provide the following information:**

|   |  |
|---|--|
| The name and relationship of the person for whom you are complaining:   |  |
| Please explain why you have filed for a third party:  |  |
| Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party: | <input type="checkbox"/> No <input type="checkbox"/> Yes |

### 3. Basis of Discriminatory Action(s):

Check all categories below that apply to the act(s) of discrimination.

|   |                          |  |
|---|--------------------------|--|
| a | <input type="checkbox"/> | Race   |
| b | <input type="checkbox"/> | Color  |
| c | <input type="checkbox"/> | National Origin (Please indicate your national origin.): |

### 4. Date and place of alleged discriminatory action(s).

Include the earliest date of discrimination and the most recent date of discrimination:

Date: \_\_\_\_\_ Location: \_\_\_\_\_  
Date: \_\_\_\_\_ Location: \_\_\_\_\_



## Title VI Complaint Form

### 5. How were you discriminated against?

Describe the nature of the action, decision, or conditions of the alleged discrimination. Explain as clearly as possible what happened and why you believe your protected status (basis) was a factor in the discrimination. Include how other persons were treated differently from you. (Attach additional page(s), if necessary).

### 6. Names of individuals responsible for the discriminatory action(s):

### 7. Names of individuals (witnesses, fellow employees, supervisors, or others) whom we may contact for additional information to support or clarify your complaint.

(Attach additional page(s), if necessary).

| Name | Address | Phone Number |
|------|---------|--------------|
| 1.   |         |              |
| 2.   |         |              |

### 8. Have you previously filed a Title VI complaint with this agency? ☐ No ☐ Yes

### 9. Has this complaint been filed with any other Federal, State, or local investigative agency?

☐ No ☐ Yes If "yes," please provide the following information:

|                   |  |
|-------------------|--|
| Agency:           |  |
| Contact Person:   |  |
| Address:          |  |
| Telephone Number: |  |
| Date Filed:       |  |



## Title VI Complaint Form

**10. Please provide any additional information that you believe would assist in the investigation:**

**Please sign and date this form. ▼**

**Signature of Complainant**

**Date**





## San Bernardino County Transportation Authority

### TITLE VI COMPLAINT PROCEDURE

This Complaint Procedure is established to meet the requirements of Title VI of the Civil Rights Act of 1964. It may be used by any individual, group of individuals or entity that believes they have been subjected to discrimination on the basis of race, color, national origin in the provision of services, activities, programs, or benefits by the San Bernardino County Transportation Authority (SBCTA). SBCTA strongly prohibits retaliation on the basis of any grievance filed under this policy.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. A form is available on SBCTA's website, [www.gosbcta.com](http://www.gosbcta.com), or at the SBCTA offices at 1170 W. 3<sup>rd</sup> Street, Second Floor, San Bernardino, CA 92410. Alternative means of filing complaints, such as personal interviews, computer disk, audiotape or in Braille will be made available for persons with disabilities upon request.

The complaint should be submitted as soon as possible but no later than 180 calendar days after the alleged violation to:

San Bernardino County Transportation Authority  
Legislative and Public Affairs  
1170 W. 3<sup>rd</sup> Street, Second Floor  
San Bernardino, CA 92410-1715  
Phone: (909) 884-8276  
California Relay Service 7-1-1 (for TTY users)

Once the complaint is received, SBCTA will review it to determine if our office has jurisdiction. The complainant will receive an acknowledgement letter, in a format accessible to the complainant, informing them whether the complaint will be investigated by SBCTA within 15 business days of receipt of the complaint.

If the complaint falls under SBCTA's jurisdiction, it will be investigated by SBCTA's Chief of Legislative and Public Affairs or designee. They have 30 business days to investigate the complaint. If more information is needed to resolve the case, the investigator may contact the complainant. The complainant has 15 business days from the date of the letter to send requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within 15 business days, the investigator can administratively close the case. A case can also be administratively closed if the complainant no longer wishes to pursue their case.

After the investigator reviews the complaint, they will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. An LOF summarizes the

allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member, or other action will occur.

If the complainant wishes to appeal the decision, they have 15 business days after the date of the letter or the LOF to appeal to the Executive Director or designee. Within 15 calendar days after receipt of the appeal, the Executive Director or designee will discuss with the complainant the complaint and possible resolutions. Within 15 calendar days after the meeting, the Executive Director or designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by the Chief of Legislative and Public Affairs or designee, appeals to the Executive Director or designee, and responses from these two offices will be retained by the Department of Management Services for at least three years.

A person may also file a complaint directly with the Federal Transit Administration, at FTA Office of Civil Rights, 1200 New Jersey Avenue SE, Washington, DC 20590.



Autoridad de Transporte del condado de San Bernardino

## AVISO SOBRE EL TÍTULO VI

Conforme a los requisitos del Título VI de la Ley de Derechos Civiles de 1964 el Autoridad de Transporte del condado de San Bernardino (SBCTA) no discriminarán ni excluirán a los individuos sobre la base de raza, color u origen nacional en la admisión a sus programas, servicios o actividades, en el acceso a éstos, en el tratamiento de los individuos ni en cualquier aspecto de sus operaciones.

SBCTA no tolerará la discriminación de parte de un empleado de SBCTA o de recipientes de los Fondos Federales tales como ciudades, condados, contratistas, consejeros, proveedores, agencias de planificación y cualquier otros destinatario de los fondos de ayuda federal para autopistas.

Cualquier persona que cree que él o ella ha sido agraviado (a) por cualquier práctica discriminatoria ilegal bajo el Título VI puede presentar una queja con SBCTA. Para más información sobre el programa de Título VI de SBCTA y acerca de los procedimientos para presentar una queja, comuníquese con:

Autoridad de Transporte del condado de San Bernardino  
Legislative and Public Affairs  
1170 w. 3rd Street, segundo piso  
San Bernardino, CA 92410-1715  
Teléfono: (909) 884-8276  
Servicio de Transmisión de California 7-1-1 (para los usuarios de TTY)

O visite el sitio web de SBCTA: [www.gosbcta.com](http://www.gosbcta.com).

El demandante puede presentar una queja directamente ante la Administración Federal de Tránsito por medio de la presentación de la queja con la Oficina de Derechos Civiles, atención: Coordinador del programa de Título VI , edificio este, 5to piso – TCR, 1200 New Jersey Avenue., SE, Washington, DC 20590.

Cualquier persona que necesite una ayuda auxiliar o servicio de traducción para la comunicación efectiva, o una modificación de las políticas o procedimientos para participar en un programa, servicio o actividad de SBCTA, debe de comunicarse con SBCTA al (909) 884-8276. Las solicitudes deben ser recibidas no más tarde de 72 horas antes del evento programado. SBCTA tomará las medidas razonables para asegurar que todos los individuos tengan un acceso significativo a los programas, servicios e información de forma gratuita.



## Formulario de queja en virtud del Título VI

Una vez completado, presente el formulario o carta original firmada en persona o por correo a:

San Bernardino County Transportation Authority  
Legislative and Public Affairs  
1170 W. 3<sup>rd</sup> Street, Second Floor  
San Bernardino, CA 92410-1715

### ¿Preguntas?

Teléfono: (909) 884-8276  
Servicio de Retransmisión de California 7-1-1  
(para usuarios de TTY)

### ¿Se requieren formatos accesibles?

Letra grande \_\_\_\_\_  
TDD \_\_\_\_\_  
Cinta de audio \_\_\_\_\_  
¿Otro? \_\_\_\_\_

### 1. Información de contacto

Nombre de la persona que presenta la queja: \_\_\_\_\_

Dirección: \_\_\_\_\_

Ciudad, estado y código postal: \_\_\_\_\_

Teléfono fijo/celular: \_\_\_\_\_

Teléfono del trabajo: \_\_\_\_\_

Correo electrónico: \_\_\_\_\_

¿Cuáles son los días y horarios más convenientes para que lo contactemos en relación con esta queja?

2. ¿Presenta esta queja en su propio nombre? ☐ No ☐ Sí Si la respuesta es “sí,” vaya al Número 3.

Si respondió “no,” proporcione la siguiente información:

|   |   |
|---|---|
| El nombre y la relación de la persona para la cual usted está presentando la queja:   |   |
| Por favor, explique por qué ha presentado una queja en nombre de un tercero:  |   |
| Por favor, confirme que ha obtenido el permiso de la parte agraviada si usted está presentando una queja en nombre de un tercero. | <input type="checkbox"/> No <input type="checkbox"/> Sí |

### 3. Base de la(s) acción(es) discriminatoria(s):

Marque todas las categorías a continuación que correspondan al acto o los actos de discriminación.

|   |                          |   |
|---|--------------------------|---|
| a | <input type="checkbox"/> | Raza  |
| b | <input type="checkbox"/> | Color   |
| c | <input type="checkbox"/> | Origen nacional (Por favor, indique su origen nacional.): |



## Formulario de queja en virtud del Título VI

### 4. Fecha y lugar de la(s) presunta(s) acción(es) discriminatoria(s).

Incluya la fecha más temprana de discriminación y la fecha más reciente de discriminación.

Fecha: \_\_\_\_\_ Lugar: \_\_\_\_\_

Fecha: \_\_\_\_\_ Lugar: \_\_\_\_\_

### 5. ¿Cómo fue discriminado?

Describa la naturaleza de la acción, decisión o condiciones de la presunta discriminación. Explique de la manera más clara posible qué ocurrió y por qué usted considera que su estatus de protección (base) fue un factor en la discriminación. Incluya cómo otras personas fueron tratadas de manera distinta a usted. (Adjunte página(s) adicionales si es necesario).

### 6. Nombres de las personas responsables de la(s) acción(es) discriminatoria(s):

### 7. Nombres de las personas (testigos, compañeros de empleo, supervisores u otros) a quienes podemos contactar para obtener información adicional para respaldar o clarificar su queja.

(Adjunte página(s) adicionales si es necesario).

| Nombre   | Dirección | Número de teléfono |
|----------|-----------|--------------------|
| 1. _____ | _____     | _____              |
| 2. _____ | _____     | _____              |

### 8. ¿Ha presentado anteriormente una queja en virtud del Título VI ante este organismo?

☐ No ☐ Sí



## Formulario de queja en virtud del Título VI

**9. ¿Esta queja ha sido presentada con algún otro organismo de investigación federal, estatal o local?**

☐ No ☐ Sí Si la respuesta es “sí,” por favor brinde la siguiente información:

Organismo: \_\_\_\_\_  
 Persona de contacto: \_\_\_\_\_  
 Dirección: \_\_\_\_\_  
 Número de teléfono: \_\_\_\_\_  
 Fecha de presentación: \_\_\_\_\_

**10. Proporcione cualquier información adicional que considere que ayudaría en la investigación.**

**Firme y feche este formulario. ▼**

**Firma de la persona que presenta la queja**

**Fecha**





San Bernardino County Transportation Authority  
(Autoridad de Transporte del Condado de San Bernardino)  
**PROCEDIMIENTO DE PRESENTACIÓN DE  
QUEJAS EN VIRTUD DEL TITULO VI**

Este Procedimiento de Presentación de Quejas se establece para cumplir con los requisitos del Título VI de la Ley de Derechos Civiles de 1964. Puede ser utilizado por cualquier persona, grupo de personas o entidad que considere que ha sido sometida a discriminación por motivos de raza, color u origen nacional en la provisión de servicios, actividades, programas o beneficios por parte de la Autoridad de Transporte del Condado de San Bernardino (*San Bernardino County Transportation Authority*, SBCTA). La SBCTA prohíbe enérgicamente las represalias a causa de cualquier queja presentada en virtud de esta política.

La queja debe presentarse por escrito y debe contener información sobre la presunta discriminación, como el nombre, la dirección, el número telefónico de la persona que presenta la queja y el lugar, la fecha y la descripción del problema. Hay disponible un formulario en el sitio web de la SBCTA, [www.gosbcta.com](http://www.gosbcta.com), o en las oficinas de la SBCTA en 1170 W. 3<sup>rd</sup> Street, Second Floor, San Bernardino, CA 92410. Se pondrán a disposición medios alternativos de presentación de quejas, como entrevistas personales, disco de computadora, cinta de audio o en Braille para personas con discapacidades previa solicitud.

La queja debe presentarse lo antes posible, a más tardar 180 días calendario después de la presunta violación a:

San Bernardino County Transportation Authority  
Legislative and Public Affairs  
1170 W. 3<sup>rd</sup> Street, Second Floor  
San Bernardino, CA 92410-1715  
Teléfono: (909) 884-8276  
Servicio de Retransmisión de California 7-1-1 (para usuarios de TTY)

Una vez recibida la queja, la SBCTA la revisará para determinar si nuestra oficina tiene jurisdicción. La queja recibirá una carta de reconocimiento, en un formato accesible para la persona que presenta la queja, en la que se le informará si la queja será investigada por la SBCTA dentro del plazo de 15 días laborables a partir de la recepción de la queja.

Si la queja corresponde a la jurisdicción de la SBCTA, será investigada por el Jefe de Asuntos Legislativos y Públicos o persona designada. Tienen 30 días laborables para investigar la queja. Si se necesita más información para resolver el caso, el investigador podrá contactar a la persona que presentó la queja. La persona que presentó la queja tiene 15 días a partir de la fecha de la carta para enviar la información solicitada al investigador asignado al caso. Si la persona que presenta la queja no se pone en contacto con el investigador o no le hace llegar la información adicional dentro del plazo de 15 días laborables, el investigador puede cerrar el caso administrativamente. Un caso también puede ser cerrado administrativamente si la persona que presenta la queja ya no desea llevar adelante su caso.

Después de que el investigador revisa la queja, emitirá una de dos cartas a la persona que presentó la queja: una carta de cierre o una carta de determinación (LOF, por sus siglas en inglés). Una carta de cierre resume las acusaciones y en ella se establece que no existió una violación en virtud del Título VI y que el caso será cerrado. Una LOF resume las acusaciones y las entrevistas en relación con el presunto incidente y explica si se tomarán medidas disciplinarias, si el miembro el personal recibirá capacitación adicional o si se tomará otra medida.

Si la persona que presentó la queja desea apelar la decisión, tiene 15 días laborables a partir de la carta o la LOF para apelar ante el Director Ejecutivo o persona designada. Dentro del plazo de 15 días calendario a partir de la recepción de la apelación, el Director Ejecutivo o persona designada discutirá la queja y las posibles resoluciones con la persona que la presentó. Dentro del plazo de 15 días calendario a partir de la reunión, el Director Ejecutivo o persona designada responderá por escrito y, cuando corresponda, en un formato accesible para la persona que presentó la queja, con una resolución final de la queja.

Todas las quejas escritas recibidas por el Jefe de Asuntos Legislativos y Públicos o persona designada, las apelaciones al Director Ejecutivo o persona designada y las respuestas de estas dos oficinas serán retenidas por el Departamento de Servicios de Gestión durante por lo menos tres años.

Una persona también puede presentar una queja directamente ante la Administración Federal de Transporte (Federal Transit Administration), en la Oficina de Derechos Civiles de la FTA, 1200 New Jersey Avenue SE, Washington, DC 20590.

## Attachment C

# San Bernardino County Transportation Authority Public Participation Plan

Prepared for the Federal Transit Administration (FTA)  
in accordance with FTA Circular 4702.1B



1170 West 3rd Street, 2nd Floor  
San Bernardino, CA 92410-1715

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# I. Introduction

## Purposes of This Plan

This Public Participation Plan is intended to satisfy Title VI requirements as expressed in the Federal Transit Administration (FTA) Circular 4702.1B. Recipients are required to promote inclusive public participation and seek out and consider the needs and input of the general public, including interested parties and those traditionally underserved by existing transportation systems, such as minority and Limited English Proficient (LEP) persons.

The Public Participation Plan is the established process or plan that describes the proactive strategies, procedures and desired outcomes of a recipient's public participation activities. This Plan will provide direction for the Commission's public processes, allowing public input for the planning process and for San Bernardino County Transportation Authority's (SBCTA) programs, projects and activities to all members of San Bernardino County, including citizens, organizations and public agencies. Finally, it will develop specific strategies inclusive of low-income, minority, LEP and underrepresented individuals. This Plan will augment and enrich existing outreach documents, such as the General Outreach Plan and the Short Range Transit Plan (S RTP) Public Participation Plan. These plans can be found on the SBCTA website under "Title VI Compliance" at <https://www.gosbcta.com/about-us/about-sbcta/>.

SBCTA developed its Public Participation Plan by considering the demographic analysis of the population(s) affected; the type of plan, program and/or service under consideration; and the resources available to the Commission.

## Desired Outcomes

This Plan details SBCTA's public participation goals, as well as strategies that will be implemented to assist in meeting these goals. From these efforts, SBCTA anticipates the following outcomes:

- Delivery of quality transportation projects and trustworthy, accurate and timely public information.
- Implementation of proactive strategies to bring enhanced awareness and increased access for minority individuals, LEP individuals, low-income individuals and additional underrepresented and underserved individuals.
- Participation and representation from a diverse range of perspectives in the transportation planning process.

## Federal and State Requirements

### Title VI and Federal Authority

Title VI of the Civil Rights Act of 1964 protects persons in the United States from discrimination on the basis of race, color and national origin in programs and activities receiving federal financial assistance. Under the Department of Transportation (DOT), the FTA requirements for implementing Title VI include the adoption of a Title VI Program report pursuant to FTA Circular 4702.1B, *Title VI Requirements and Guidelines for Federal Transit Administration Recipients*. As a recipient of FTA funds under the federal DOT, SBCTA has developed its own Public Participation Plan in compliance with FTA Circular 4702.1B.

### Public Participation Background

SBCTA undertakes public outreach for its capital projects.

For capital projects, general outreach efforts are undertaken by the Office of Legislative and Public Affairs with assistance by assigned subcontractors for each project. A General Outreach Plan was developed by the Office of Legislative and Public Affairs to outline outreach needs to be provided by all Construction Management — Public Relations subcontractors. It is available at <https://www.gosbcta.com/about-us/about-sbcta/>.

Using the General Outreach Plan as a baseline, a specialized Public Participation Plan is designed for each project by the assigned subcontractor and/or SBCTA's Office of Legislative and Public Affairs. This Public Participation Plan provides strategies and techniques to supplement the General Outreach Plan, specifically techniques to engage low-income, minority, LEP and underrepresented individuals.

Current SBCTA projects the public may recognize include:

- SR 60 Central Avenue Widening
- SR 210 Lane Addition/Base Line Interchange
- I-10 Corridor Project
- I-10 Truck Climbing Lane
- I-10 Express Lanes
- I-15 Express Lanes
- I-10 Cedar Avenue Widening and Improvements
- I-10 Mount Vernon Improvement
- Mt. Vernon Bridge Rebuild
- North First Avenue Bridge Replacement
- West Valley Connector (BRT)
- Metrolink San Bernardino Line Double Track Project (Lilac to Rancho)
- Zero-Emission Multiple Unit (ZEMU) Vehicles and Facilities
- 1-215 University Parkway
- Tunnel to Ontario International Airport Project
- US 395 Freight Mobility and Safety Project



Like capital projects, outreach for non-capital transit projects traditionally is undertaken by or in conjunction with a subcontractor, often a firm specializing in transit-related public participation. Transit-related projects that involve public participation may include the:

- Coordination Plan Process
- Public and Specialized Transit Advisory Coordination Council (PASTACC)
- Annual Countywide Unmet Transit Needs Hearing
- Short Range Transit Plan (S RTP)

As the County Transportation Commission (CTC), SBCTA develops the regional S RTP to guide the development of transit services, evaluate existing services and identify proposed new services by SBCTA and the County's transit operators over a five-year period. A specific S RTP Public Participation Plan was developed in 2014 to guide the outreach needed to fulfill S RTP requirements. This document will enhance that Plan, ensuring that minority, LEP and other traditionally underserved populations are included in the planning process.

## II. San Bernardino County Demographics

San Bernardino County is the largest county in the contiguous United States, covering more than 20,000 square miles of land, with 24 cities in the County and multiple unincorporated areas. The County is diverse in both geography and populations. It is the fifth most populous county in California with 2,194,710 individuals, according to the 2021 American Community Survey (ACS) 5-Year Estimates. This section reports on demographics of particular interest to SBCTA's Title VI and public participation requirements: minority and LEP populations.

### Minority Individuals

San Bernardino County is racially and ethnically diverse. Table 1 presents the racial and ethnic makeup of the County. While 51% of the population identifies as White alone, according to the 2021 ACS 5-Year Estimates, over half of individuals (55%, or 1.2 million) are Hispanic or Latino (may be of any race). The next largest proportions of residents are Black or African-American individuals, at 8% of the County population, and Asian individuals at 7% of the County population.

**Table 1, San Bernardino County Racial and Ethnic Makeup**

| San Bernardino County, CA                        |                  |                  |
|--|------------------|------------------|
| Race and Ethnicity                               | Estimate         | Percent of Total |
| <i>Total</i>                                     | <i>2,171,071</i> | <i>100%</i>      |
| White alone                                      | 1,101,227        | 51%              |
| Black or African American alone                  | 174,169          | 8%               |
| American Indian and Alaska Native alone          | 23,371           | 1%               |
| Asian alone                                      | 162,796          | 7%               |
| Native Hawaiian and Other Pacific Islander alone | 7,021            | 0%               |
| Some other race alone                            | 433,046          | 20%              |
| Two or more races                                | 269,441          | 12%              |
| Hispanic or Latino                               | 1,184,955        | 55%              |

Sources: U.S. Census Bureau, 2017-2021 American Community Survey 5-Year Estimates, Tables B02001 and B03003

SBCTA reviewed the minority populations for each region in San Bernardino County to understand where these communities are located throughout the County. This analysis was done at the Census Tract and Block Group levels using ACS 2020 5-Yr Estimates, the most reliable and current Census source providing minority information at the Census Tract and Block Group levels. Minority population count tabulations were developed for each County Census Tract. These were derived by subtracting the Caucasian population from each tract to arrive at the non-white, minority population counts. FTA Title VI guidance defines minority person as an individual of any of the following groups: American Indian and Alaska Native, Asian, Black or African American, Hispanic or Latino, or Native Hawaiian or Other Pacific Islanders.

These demographic maps are provided in Appendix A. A summary of findings is provided here:

- In the Barstow area, the highest concentrations (86%) of minority populations are located in North Barstow area, north of I-15 and east to Highway 58. The next highest concentrations of minority individuals make up 55% to 64% of the populations and are found south of I-15 within the City of Barstow and in the north east portion of the Barstow Area Transit service area.
- The High Desert area of San Bernardino is home to many minority populations, with the largest concentrations located in Adelanto, Hesperia and Victorville. The minority populations there make up 55% to 86% of the respective populations.
- In the Morongo Basin, there are pockets of minority populations throughout the region, particularly outside of City limits. The largest concentrations of minority populations, making up about 46% of the population, are found in the city of Twentynine Palms.
- In the Mountain Area, there are minority populations throughout the region, making up 55% to 86% of the respective populations.
- In the Needles area, populations outside of City limits are predominantly minority, making up 46% of the area's population. Within City limits, non-white individuals make up about 34% of the population.
- There are many minority populations within the Valley region of San Bernardino County. As demonstrated by the map in Appendix A, each city within the Valley has pockets of minority populations comprising at least 34% up to 86% of the population.

## Limited English Proficient (LEP) Individuals

As documented in SBCTA's Language Assistance Plan, there are several LEP groups in San Bernardino County that meet the Department of Justice's Safe Harbor Provision. The Safe Harbor Provision stipulates that written translation of vital documents for each eligible LEP language group that constitutes 5%, or 1,000 persons, whichever is less, of the total population of persons eligible to be served or likely to be affected or encountered, then such action will be considered strong evidence of compliance with the recipient's written translation obligation. SBCTA's Language Assistance Plan details how SBCTA will provide language assistance to these populations. This information is included here to further detail the diverse populations that comprise San Bernardino County.

A thorough analysis of LEP populations in the County was conducted to develop SBCTA's Language Assistance Plan, consistent with FTA Title VI requirements. This analysis found that Spanish-speaking LEP individuals are the LEP population most frequently contacting SBCTA and accessing SBCTA's programs and services.

Table 2 provides information from the 2020 American Community Survey 5-Year Estimates demonstrating the 12 LEP groups in San Bernardino County. Fifteen percent of the total population —

or 294,960 individuals — are limited English proficient. The largest group of LEP individuals is Spanish speakers, who comprise 12% of the County's population and number 232,270 individuals. Although no other LEP group reaches 5% of the population, eight additional LEP groups number more than 1,000 persons. Each of these groups comprises 1% or less of the County's total population.

**Table 2, San Bernardino County LEP Populations**

| <b>San Bernardino County, CA</b>                    |                                  |                         |
|---|----------------------------------|-------------------------|
| <b>Speaks English Less than "Very Well"</b>         | <b>Estimate over 5 years old</b> | <b>Percent of Total</b> |
| <i>Total Population</i>                             | <i>2,009,812</i>                 | <i>100%</i>             |
| Spanish   | 232,270                          | 12%                     |
| Chinese (incl. Mandarin, Cantonese)                 | 20,772                           | 1%                      |
| Tagalog (incl. Filipino)                            | 8,058                            | 0%                      |
| Other Asian and Pacific Island languages            | 7,915                            | 0%                      |
| Vietnamese  | 6,236                            | 0%                      |
| Korean  | 5,843                            | 0%                      |
| Other Indo-European languages                       | 5,841                            | 0%                      |
| Arabic  | 4,975                            | 0%                      |
| Other and unspecified languages                     | 1,512                            | 0%                      |
| Russian, Polish, or other Slavic languages          | 880                              | 0%                      |
| German or other West Germanic languages             | 363                              | 0%                      |
| French, Haitian, or Cajun                           | 295                              | 0%                      |
| <b>Total Limited English Proficient Individuals</b> | <b>294,960</b>                   | <b>15%</b>              |

Source: U.S. Census Bureau, 2016-2020 American Community Survey 5-Year Estimates, Table C16001

Finally, SBCTA analyzed the LEP population for each City that is a member of the SBCTA Board. A detailed list of all the LEP populations is provided in Appendix B. A summary is provided in Table 3. The majority (88%) of these 24 cities have LEP populations over 5%. The City of San Bernardino has the largest LEP population with 52.2% of the City's population comprised of LEP individuals. Table 3 also demonstrates the percentage change in the LEP population for each City from the last Title VI Program Update. Notably, 14 of the 24 cities show a reduction in LEP populations from the 2015 ACS population counts.

**Table 3, LEP Population of Each SBCTA Board Member City**

| City (SBCTA Board Members) | Limited English Proficient (LEP) Speakers All Languages |                                |                |
|----------------------------|---|--------------------------------|----------------|
|                            | 2011-2015 ACS 5-Year Estimates                          | 2017-2021 ACS 5-Year Estimates | Percent Change |
| Adelanto                   | 17.8%   | 14.6%                          | -18.0%         |
| Apple Valley               | 4.5%  | 7.6%                           | 69.3%          |
| Barstow                    | 8.5%  | 6.4%                           | -24.3%         |
| Big Bear Lake              | 7.5%  | 4.5%                           | -39.6%         |
| Chino                      | 13.5%   | 16.1%                          | 19.7%          |
| Chino Hills                | 13.2%   | 17.3%                          | 31.4%          |
| Colton                     | 20.2%   | 19.3%                          | -4.4%          |
| Fontana                    | 23.1%   | 17.5%                          | -24.3%         |
| Grand Terrace              | 8.6%  | 7.7%                           | -10.2%         |
| Hesperia                   | 10.9%   | 12.1%                          | 10.8%          |
| Highland                   | 0.3%  | 14.4%                          | 5233.3%        |
| Loma Linda                 | 15.2%   | 11.9%                          | -21.8%         |
| Montclair                  | 26.3%   | 24.4%                          | -7.0%          |
| Needles                    | 2.7%  | 2.0%                           | -25.4%         |
| Ontario                    | 24.2%   | 22.5%                          | -7.1%          |
| Rancho Cucamonga           | 11.9%   | 11.5%                          | -3.3%          |
| Redlands                   | 6.2%  | 8.1%                           | 31.7%          |
| Rialto                     | 22.3%   | 19.6%                          | -12.2%         |
| San Bernardino             | 21.1%   | 52.2%                          | 147.2%         |
| Twentynine Palms           | 2.6%  | 14.2%                          | 437.9%         |
| Upland                     | 12.5%   | 10.4%                          | -16.7%         |
| Victorville                | 13.7%   | 14.1%                          | 3.0%           |
| Yucaipa                    | 6.4%  | 6.0%                           | -5.5%          |
| Yucca Valley               | 3.4%  | 4.2%                           | 23.9%          |

Sources: U.S. Census Bureau, 2017-2021 American Community Survey 5-Year Estimates, Table S1601;  
2011-2015 American Community Survey 5-Year Estimates, Table S1601

### III. Public Participation Strategies and Tools

#### Public Participation Goals and Strategies

This section details SBCTA's public participation goals and strategies for achieving each goal. Selected strategies may be used according to specific project needs.

#### **Goal 1: Provide all interested parties and stakeholders early and multiple opportunities for involvement in the transportation planning process.**

##### Strategies

- Provide adequate public notice of public participation opportunities and activities, and time for public review of regionally significant plans and documents.
- Utilize all channels of outreach for promoting public participation opportunities, including, but not limited to, the SBCTA website and social media, PASTACC, Southern California Associated Governments (SCAG), and County transit providers' promotional channels.
- Evaluate plans, programs and projects to determine the most appropriate and effective tools and strategies for public and agency involvement and outreach.
- Provide opportunities to comment on draft planning documents to affected agencies and parties.
- Make transportation planning documents available for viewing on the SBCTA website and at key locations throughout the County, as appropriate.
- During the transportation planning process, SBCTA shall conduct open public meetings in accordance with the Brown Act (CGC Sec. 54950 et seq.).

#### **Goal 2: Ensure access to the transportation planning process and transit information for all members of the community; ensure that a wide range of perspectives will be heard so that planning outcomes reflect the needs of the region's diverse communities.**

##### Strategies

- Develop information materials that are easily understood and translated for appropriate audiences and make them accessible at meetings and on the SBCTA website.
- Make notices and announcements that are attractive and eye-catching.
- Plan workshops and/or public hearings at convenient venues and times across the region; ensure venues are accessible to the public.
- When appropriate, provide information on regionally significant plans and projects to the local media for distribution and promotion.
- Maintain the SBCTA website with current transportation planning activities, including reports, plans, agendas and minutes for PASTACC meetings.

- When appropriate, present information about specific plans and projects at public forums, such as City Council and Board of Supervisors meetings for increased public and governmental awareness.
- When identifying locations for community outreach activities, prioritize locations that are accessible by public transit.
- Make every effort to accommodate requests for accessibility opportunities, including physical accessibility to public meetings as well as accessibility to information in LEP languages and alternative formats.
- Encourage early involvement in the transportation planning process by providing timely notification and access to information.
- Utilize citizen and/or agency advisory groups as a means of providing input to the transportation planning process.
- Identify key individuals, organizations and community organizations that may be interested in or affected by a plan or program; include this list in any mail or email distribution.
- Collaborate with San Bernardino County transit providers to facilitate and promote public participation opportunities.
- Maintain the Transportation Network, a list of key stakeholders updated on an annual basis, through a mail survey and e-survey. The agencies and organizations on the Network include nonprofits, human and social services, private transportation companies, public agencies and specialized transit providers.

**Goal 3: Engage with and increase opportunities for participation for those traditionally underrepresented and/or underserved, including low-income, minority, persons with disabilities and LEP populations.**

**Strategies**

- Make commenting on plans convenient and accessible to the public and stakeholders; enable comments to be made at public meetings and workshops, via email or online commenting forms, or by telephone.
- Offer vital information, such as notices and announcements, in alternative languages, as appropriate and feasible. When considering translation and interpretation needs, the SBCTA Language Assistance Plan will be consulted for strategies and procedures. Translated information shall be made available on the SBCTA or project-specific website(s), at public meetings and workshops, and at key locations across the County, as appropriate and feasible.
- Translated notices, announcements and other vital information should be posted on San Bernardino County transit operators' buses and at transfer centers, as appropriate and feasible.
- When appropriate, utilize alternative media outlets that may target minority, LEP or underserved segments of the community.
- Continue expanding the contact list with agencies, organizations and stakeholders that work with LEP communities.



## Updating the Public Participation Plan

SBCTA's public participation goals and strategies will be reviewed as necessary and results will be considered in preparation of the three-year Title VI Plan adoption. Based on the effectiveness of strategies and the potential changes to San Bernardino County's demographics and outreach resources, strategies may be modified and new strategies may be added to enhance the public participation process.

The following indicators may be used in reviewing and determining the effectiveness of these goals and strategies:

- Number of newspaper ads and public notices;
- Number of press releases, public service announcements and news articles;
- Number of public meetings and workshops;
- Number and demographics of participants at public meetings and workshops;
- Number of hits to the SBCTA website and project-specific websites;
- Number of comments received during the public comment period for projects and programs;
- Number of requests for translated materials;
- Number and content of materials' translation;
- Revisions to plans or projects based on public and agency input; how comments influenced the planning process.

## IV. Summary of Public Participation Activities

FTA Title VI guidance requires a summary of outreach efforts made since the last Title VI Program submission. The following list provides a summary of capital project- and transit-related public outreach undertaken since SBCTA's 2020 submittal.

### Capital Projects Public Participation

#### Project-specific outreach efforts

- Groundbreaking/ribbon-cutting events — These events are open-to-the-public and feature outreach materials about the project, presentations by elected officials and media interviews.
  - I-10/Cedar Avenue Interchange Project Groundbreaking, January 2023
  - North First Avenue Bridge Project Groundbreaking, January 2023
  - Arrow Ribbon Cutting Ceremony, October 2022
  - I-10 Express Lanes Groundbreaking in 2020. This effort was recognized by the Public Relations Society of America – Inland Empire Chapter for how SBCTA modified its in-person event to a virtual groundbreaking enabling thousands the opportunity to attend.
  - Redlands Passenger Rail Project Updates

- Project-related public meetings— These events may be virtual webinars or workshops, or open house-style meetings with project personnel providing information about the expected construction activities (e.g., display material, handouts, one-on-one dialogue)
  - I-10/Cedar Avenue Interchange Project Webinars
  - SR 210 Lane Addition and Base Line Interchange Project Webinar series
  - Virtual public meeting for the Tunnel to Ontario International Airport Project in July, 2022
  - Interstate 10 Express Lanes Project Webinar Series
  - I-10/Mt. Vernon Virtual Open House, July 2021
- Project-specific public notices
  - Traffic information for all active projects
  - Community impact mitigation notices
  - Project information on SBCTA's website

## Community Events and Other Public Outreach

- goSBCTA Newsletter
- West Valley Connector related activities
- On-the-Go Commuter Newsletter
- Redlands Passenger Rail Project (Arrow) won the Innovative Transportation Solutions Award at the Women's Transportation Seminar-Inland Empire Annual Dinner
- SBCTA received two awards for the I-10 Express Lanes Project from the California Association of Public Information Officials (CAPIO)
- Hosted Business 2 Business Expo on September 29, 2022
- Christmas Toy Drive in December hosted with Time for Change Foundation and Valley College
- Community BBQ with Time for Change Foundation and Valley College
- Mt. Vernon Business Outreach Program: "shop local" messaging includes bilingual (English and Spanish) brochure highlighting local businesses north and south of the former bridge. The brochure was recently distributed door-to-door to 7,000 residents and businesses in the local community and included a directory of more than 50 local businesses. Launched February 2022; will continue throughout duration of bridge project, late 2024)
- September 2021 online survey about mobility improvements
- San Bernardino County operators Health and Safety Pledge campaign

## Transit-Related Public Participation

### San Bernardino County Transportation Network

The Transportation Network is a list of key stakeholders concerned with public transit and other mobility needs of older adults, persons with disabilities, persons of limited means and veterans. These entities are nonprofits, human and social services, private transportation companies, public agencies and specialized transit providers that work with a diverse range of clients throughout San Bernardino County. The Network is updated regularly, usually through an e-survey. Transit-related information, notices and announcements — particularly public participation opportunities — are sent to this Network via emails and physical mail, when those addresses exist.

### Public and Specialized Transportation Advisory and Coordination Council

The Public and Specialized Transportation Advisory and Coordination Council, or PASTACC, serves as SBCTA's Social Services Transportation Advisory Council (SSTAC), assisting SBCTA in complying with Transportation Development Act (TDA) Section 99238. The TDA provides direction for administering both the Local Transportation Fund and State Transit Assistance funds for bus and commuter rail services. This funding promotes transportation service improvements and enhancements that support the mobility of older adults, persons with disabilities and persons of limited means. In accordance with TDA regulations, PASTACC members represent older adults, persons with disabilities, persons of low income, transit providers and social service transit providers. Additionally, non-voting members include nearly 30 San Bernardino County nonprofits and human and social services agencies that have an interest in the County's mobility.

One role of members is to establish an effective communication exchange among San Bernardino's County's public transit operators, its specialized transportation providers and representatives of its transit-dependent population regarding matters of mutual concern. At the bi-monthly PASTACC meetings, transit information, news and updates are regularly shared between members. Members then take this information back to their constituents and clients.

### Annual Public Hearing on Transit Needs in San Bernardino County

As required by Section 99238.5 of the California Public Utilities Code, SBCTA holds annual public hearings to solicit the input of transit-dependent and transit-disadvantaged persons. Written and oral comments provided at the hearing are used by SBCTA and the County's transit operators to identify transit needs for preparation of transportation plans and programs, including the Regional Transportation Plan (RTP) and Short Range Transit Plan (SRTP). The comments are also shared with transit and paratransit operators as they relate to operating issues and needs. Additionally, comments are shared with other agencies that provide transportation services to transit-dependent populations.

Public Hearings were held in 2020, 2021 and 2022 for the Victor Valley Transit Authority (VVTA) service area. The VVTA Board of Directors served as the hearing boards. The Unmet Needs Hearings were advertised by SBCTA, VVTA, PASTACC and through the Transportation Network.

## Coordination Plan 2021-2025 Outreach

To develop the Public Transit — Human Services Transportation Coordination Plan for San Bernardino County, 2021-2025, SBCTA conducted virtual outreach July 2020, December 2020 – January 2021 and March 2021. Activities included more than 20 stakeholder interviews, involving almost 50 persons, a countywide e-survey with 226 general public respondents and 60 agency respondents and a March virtual workshop. Outreach invited input across San Bernardino County about mobility needs of older adults, persons with disabilities and persons of low income. These activities included public and stakeholder workshops, opportunity for comments and interviews.

## SBCTA Website and Social Media

The SBCTA website is kept up-to-date with current information and notices for all projects and activities. Website information is provided on all printed materials.

SBCTA also maintains Twitter, Facebook, YouTube and Instagram accounts to enhance public outreach. These accounts share information regarding road closures, project updates and public participation activities, among other notices.

Additionally, SBCTA promotes updates, fare promotions, activities, and new services for public transit operators and other community partners through its website and social media channels.

## V. Contact Information

SBCTA will post the Public Participation Plan on its website at [www.gosbcta.com](http://www.gosbcta.com). Copies of the Public Participation Plan will be provided to any person or agency requesting a copy. LEP persons may obtain copies/translations of the Public Participation Plan upon request.

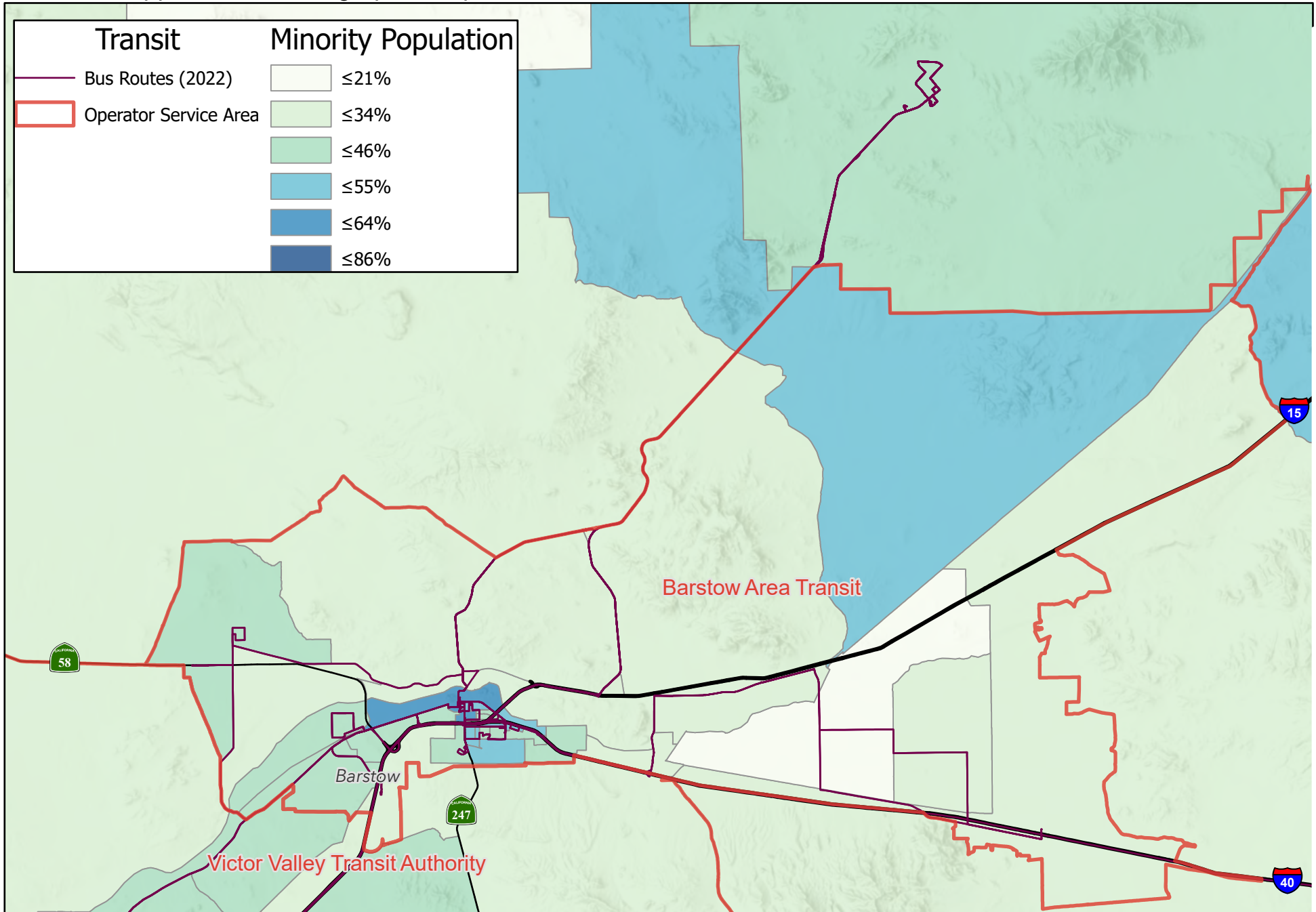
Any questions or comments regarding this Plan should be directed to:

San Bernardino County Transportation Authority  
Legislative and Public Affairs  
1170 West 3rd Street, 2nd Floor  
San Bernardino, CA 92410  
(909) 884-8276

## VI. Appendices

**Appendix A: Demographic Maps of San Bernardino County's Regions**

**Appendix B: LEP Populations for SBCTA Member Cities**



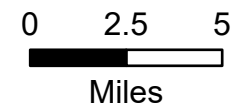
# Minority Population

Barstow Area

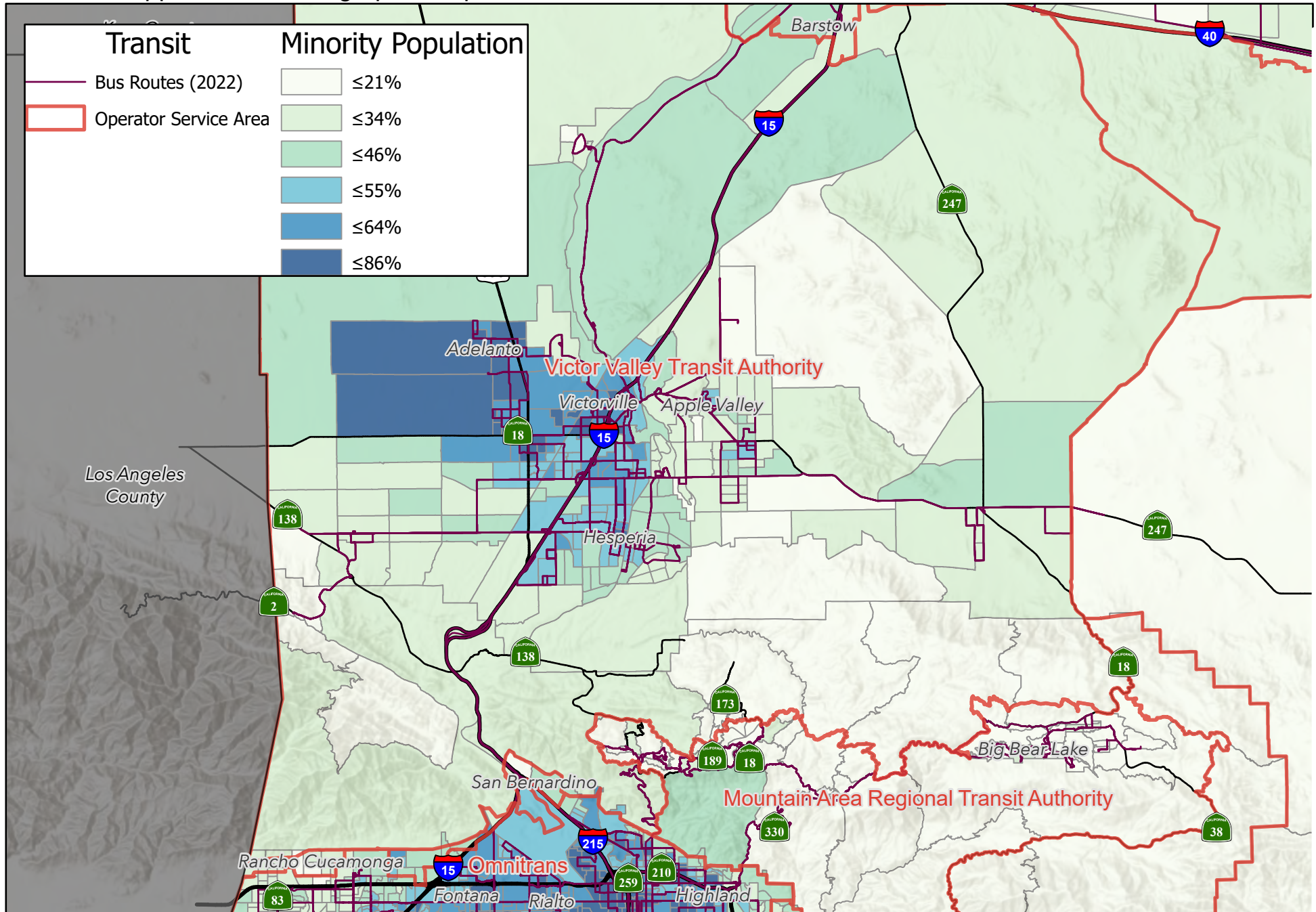
Total Population, per 2020 US Census Block Groups

Source: ACS 2020 5-Yr Estimates, #C16002

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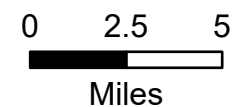
# Minority Population

High Desert Area

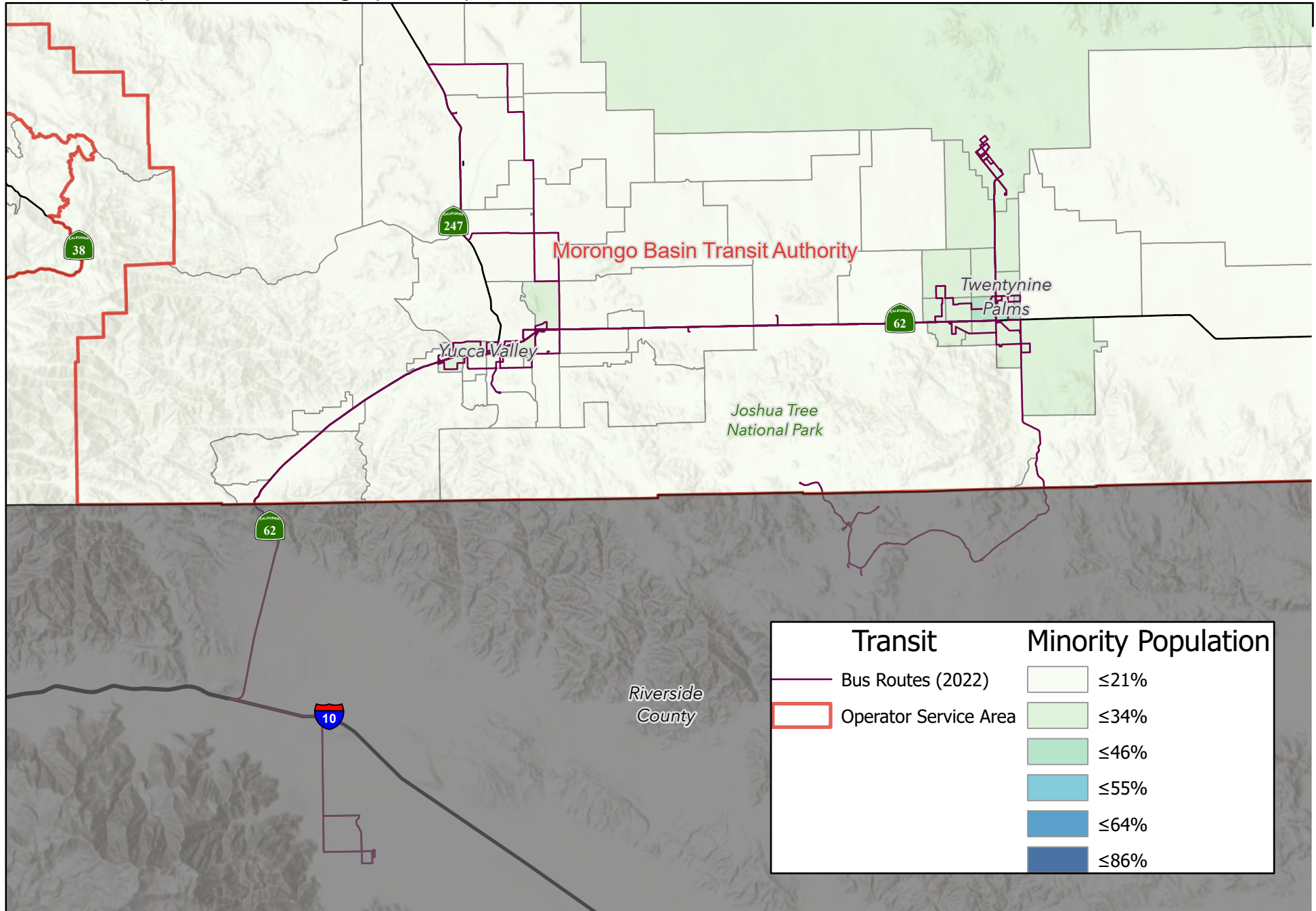
Total Population, per 2020 US Census Block Groups

Source: ACS 2020 5-Yr Estimates, #C16002

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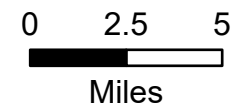
# Minority Population

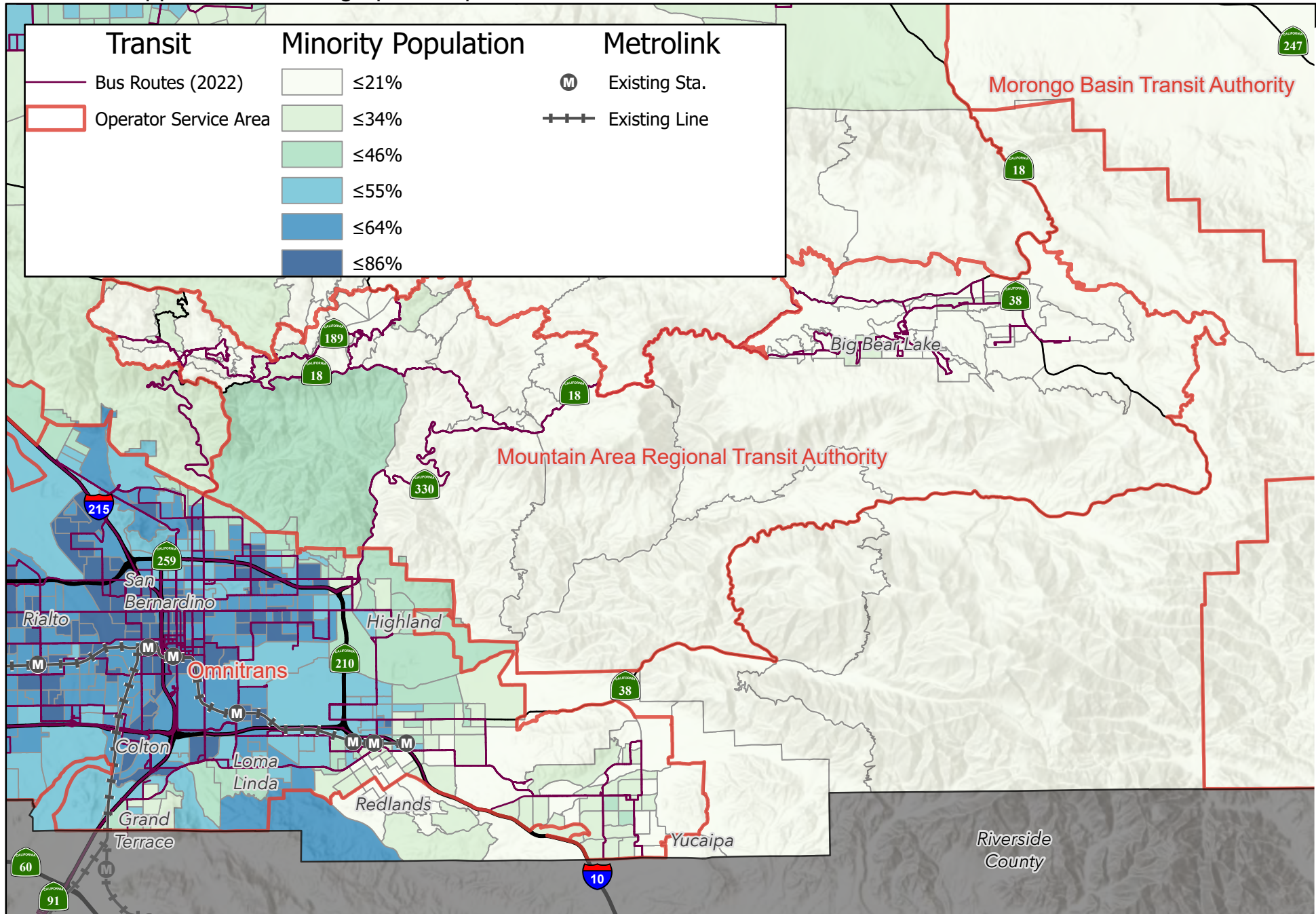
Morongo Basin Area

Total Population, per 2020 US Census Block Groups

Source: ACS 2020 5-Yr Estimates, #C16002

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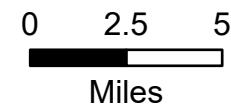
# Minority Population

Mountain Area

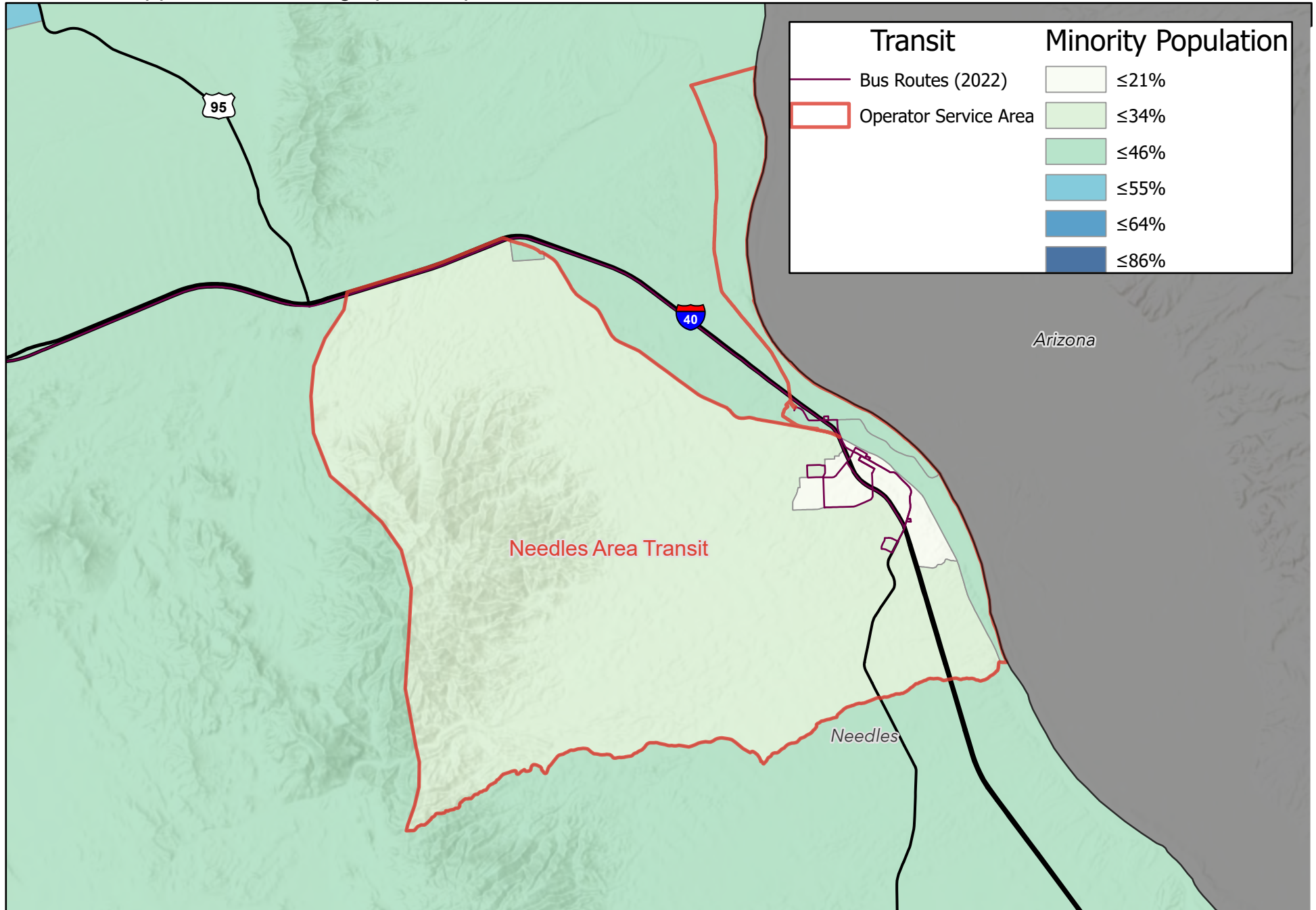
Total Population, per 2020 US Census Block Groups

Source: ACS 2020 5-Yr Estimates, #C16002

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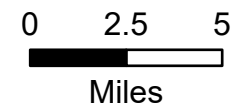
# Minority Population

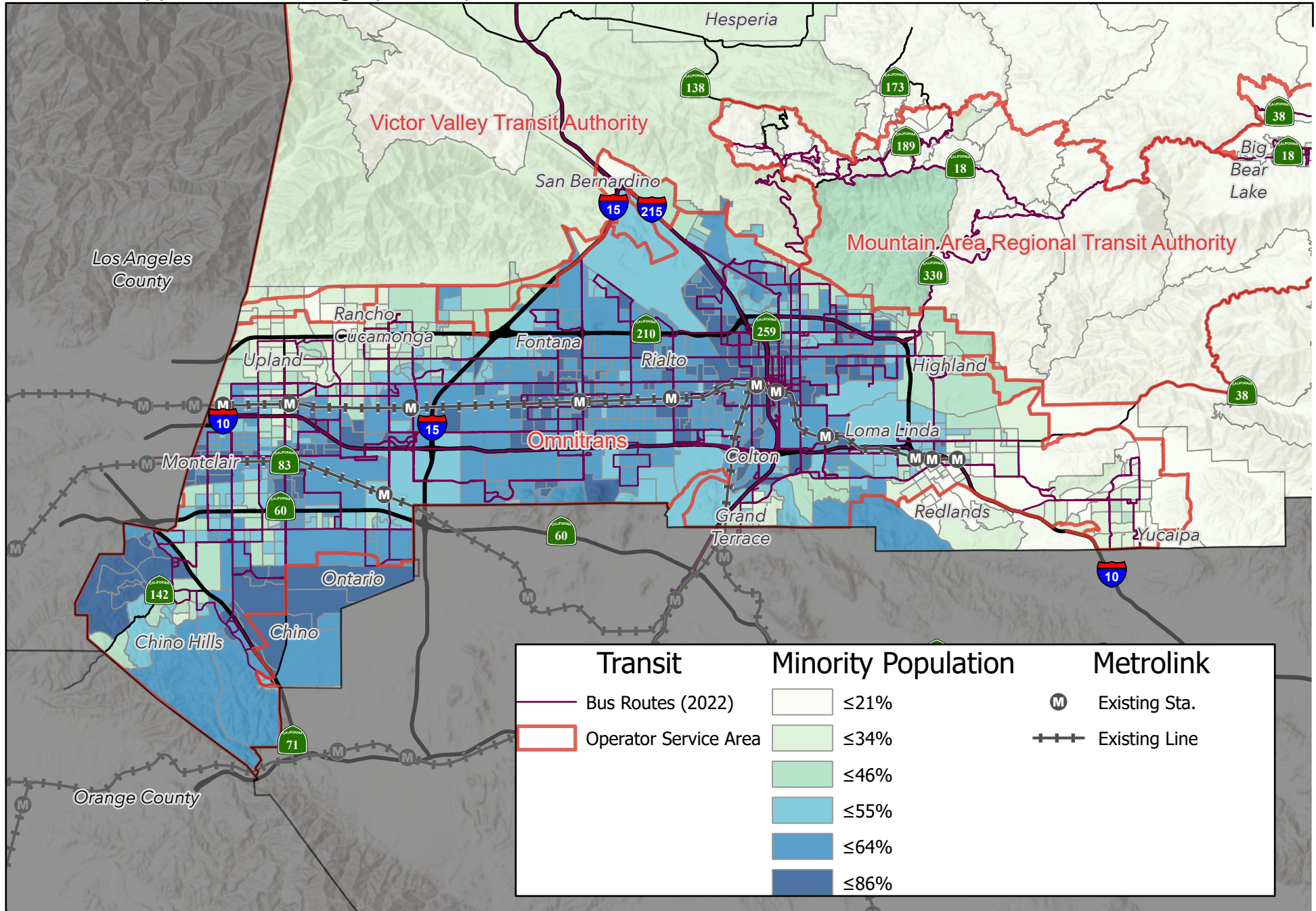
## Needles Area

Total Population, per 2020 US Census Block Groups

Source: ACS 2020 5-Yr Estimates, #C16002

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# Minority Population

San Bernardino Valley Area

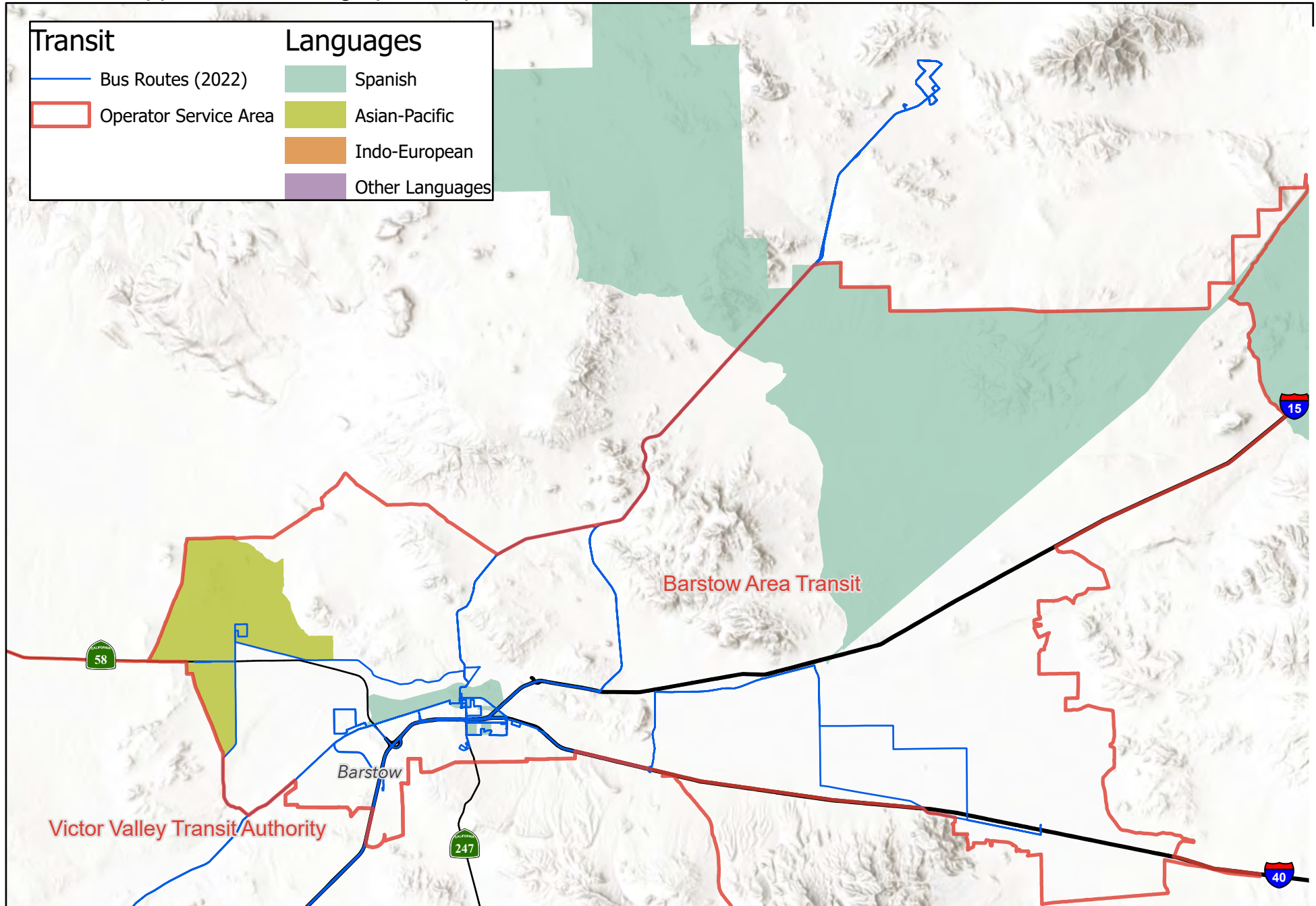
Total Population, per 2020 US Census Block Groups

Source: ACS 2020 5-Yr Estimates, #C16002

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0 2.5 5  
Miles





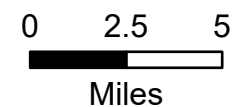
# Non-English Primary Languages

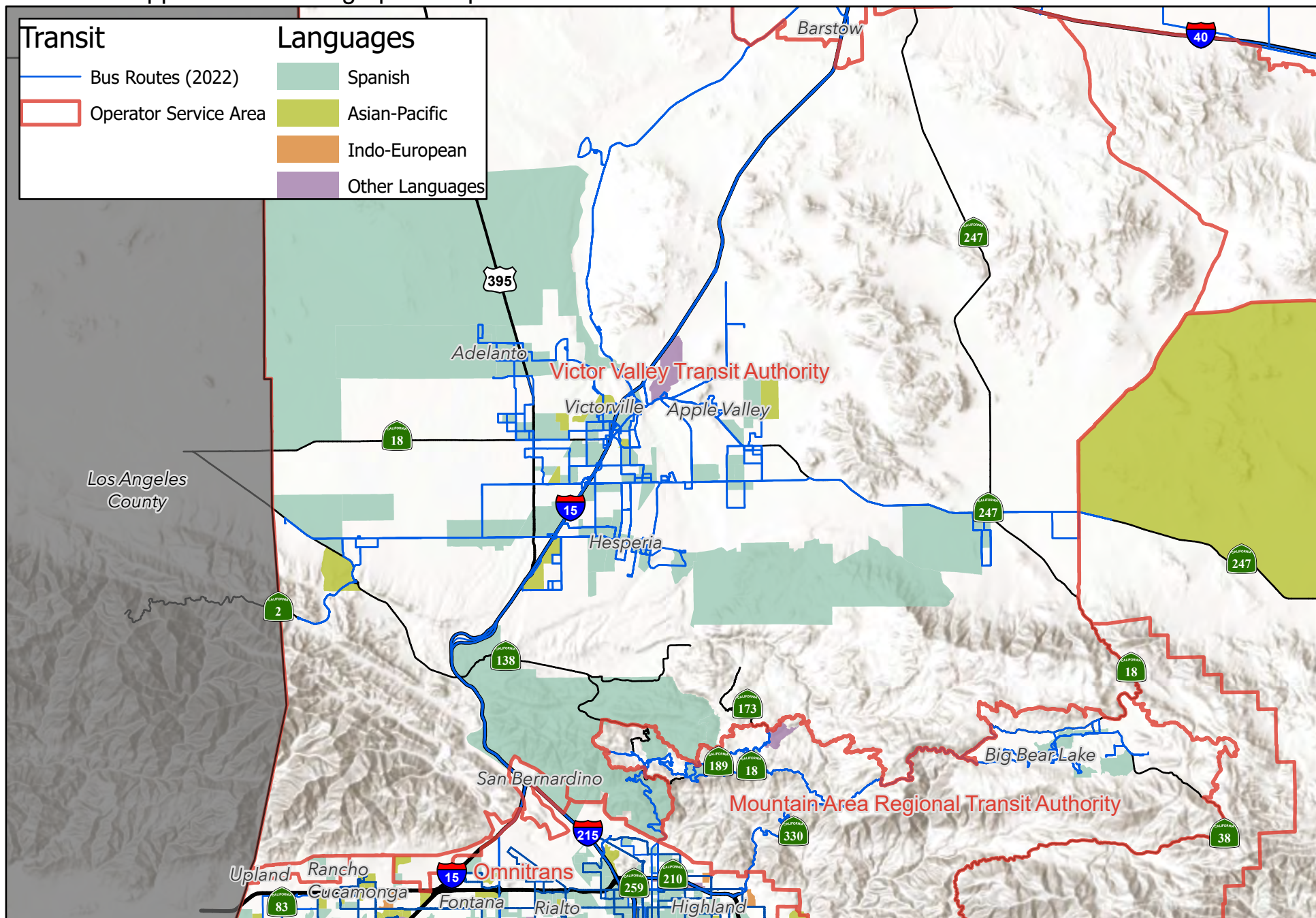
## Barstow Area

At 5% and Above per Household, for 2020 US Census Block Groups

Source: ACS 2020 5-Yr Estimates, #C16002

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# Non-English Primary Languages

High Desert Area

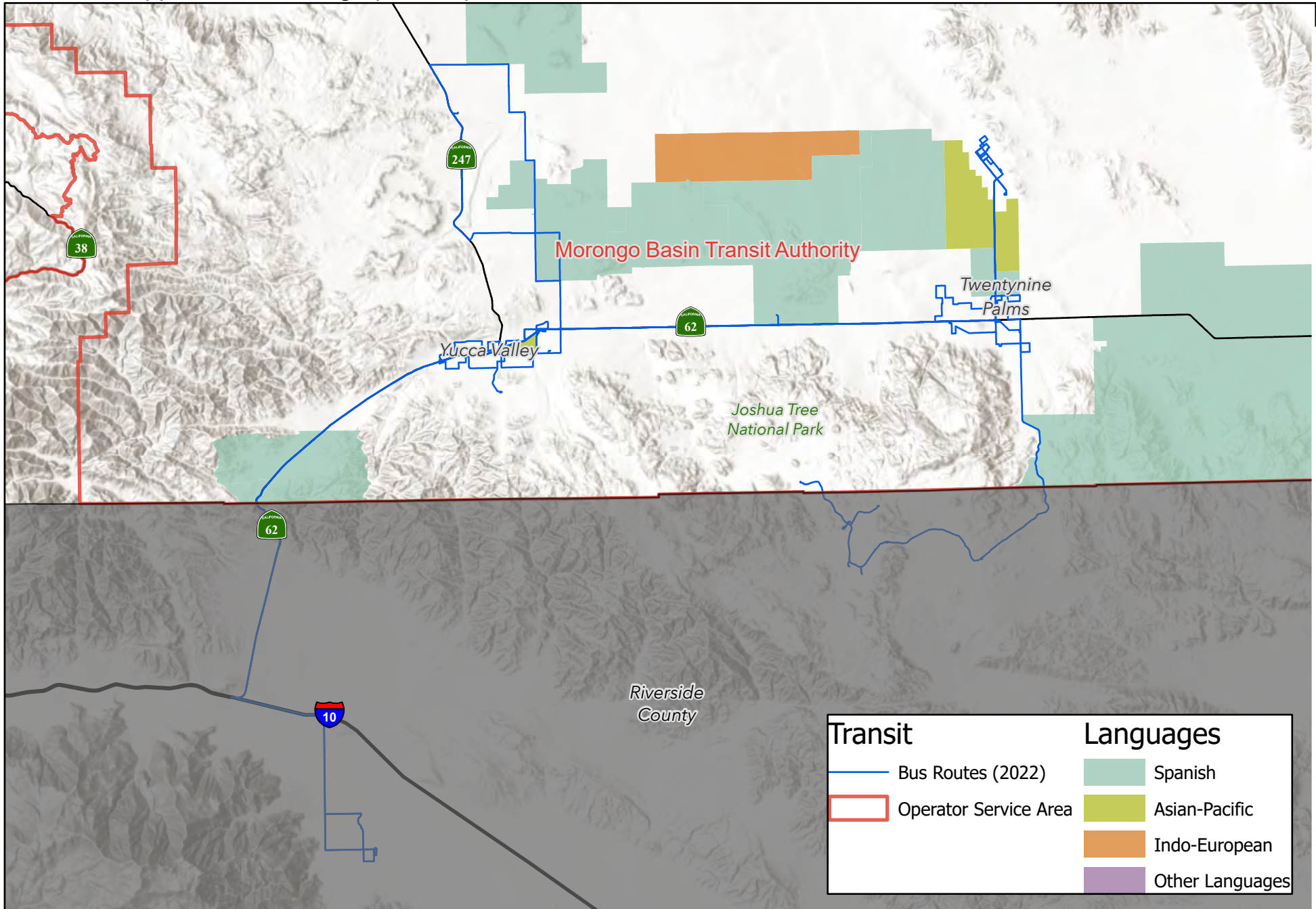
At 5% and Above per Household, for 2020 US Census Block Groups

Source: ACS 2020 5-Yr Estimates, #C16002

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Miles





# Non-English Primary Languages

Morongo Basin Area

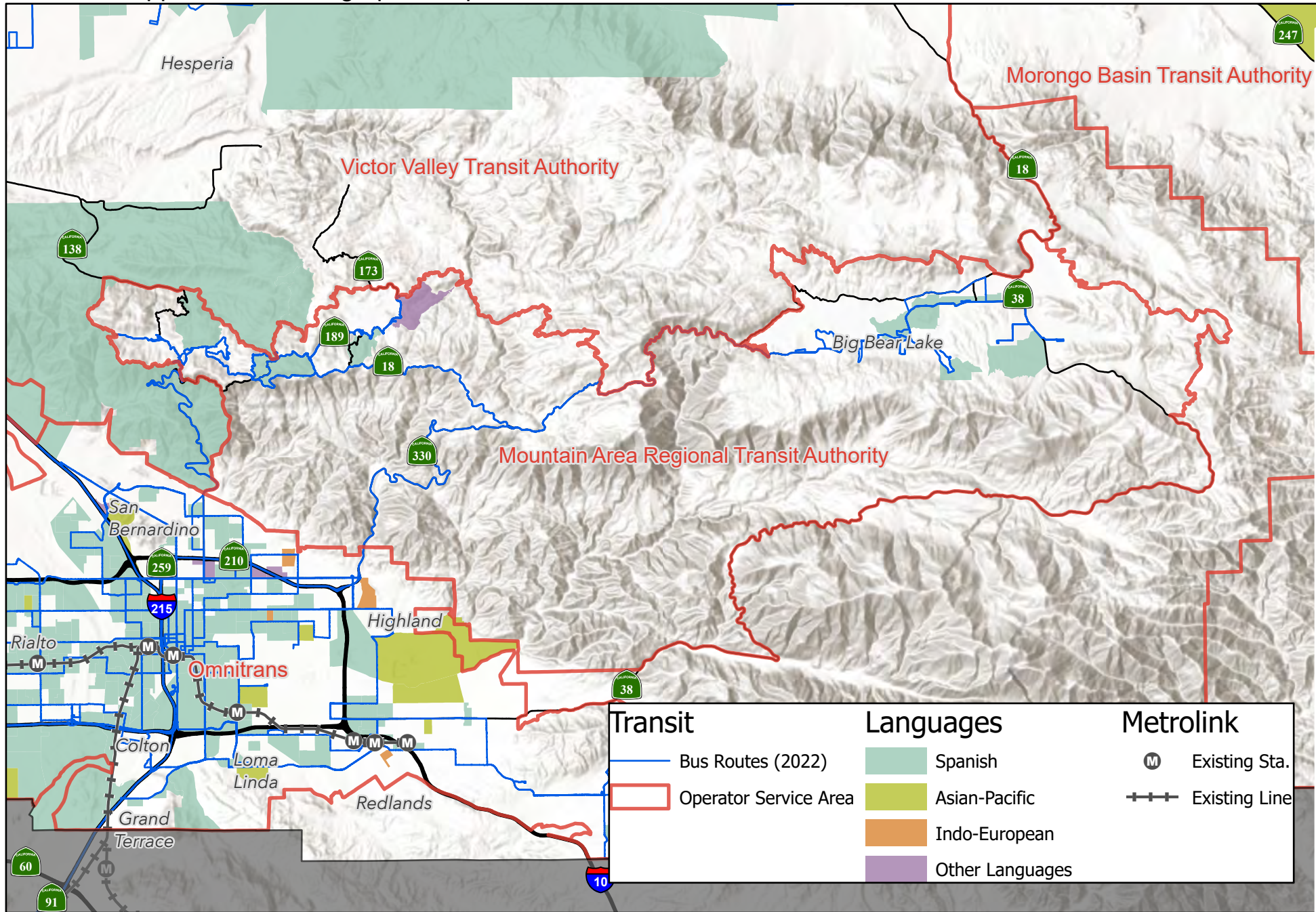
At 5% and Above per Household, for 2020 US Census Block Groups

Source: ACS 2020 5-Yr Estimates, #C16002

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0 2.5 5  
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# Non-English Primary Languages

## Mountain Area

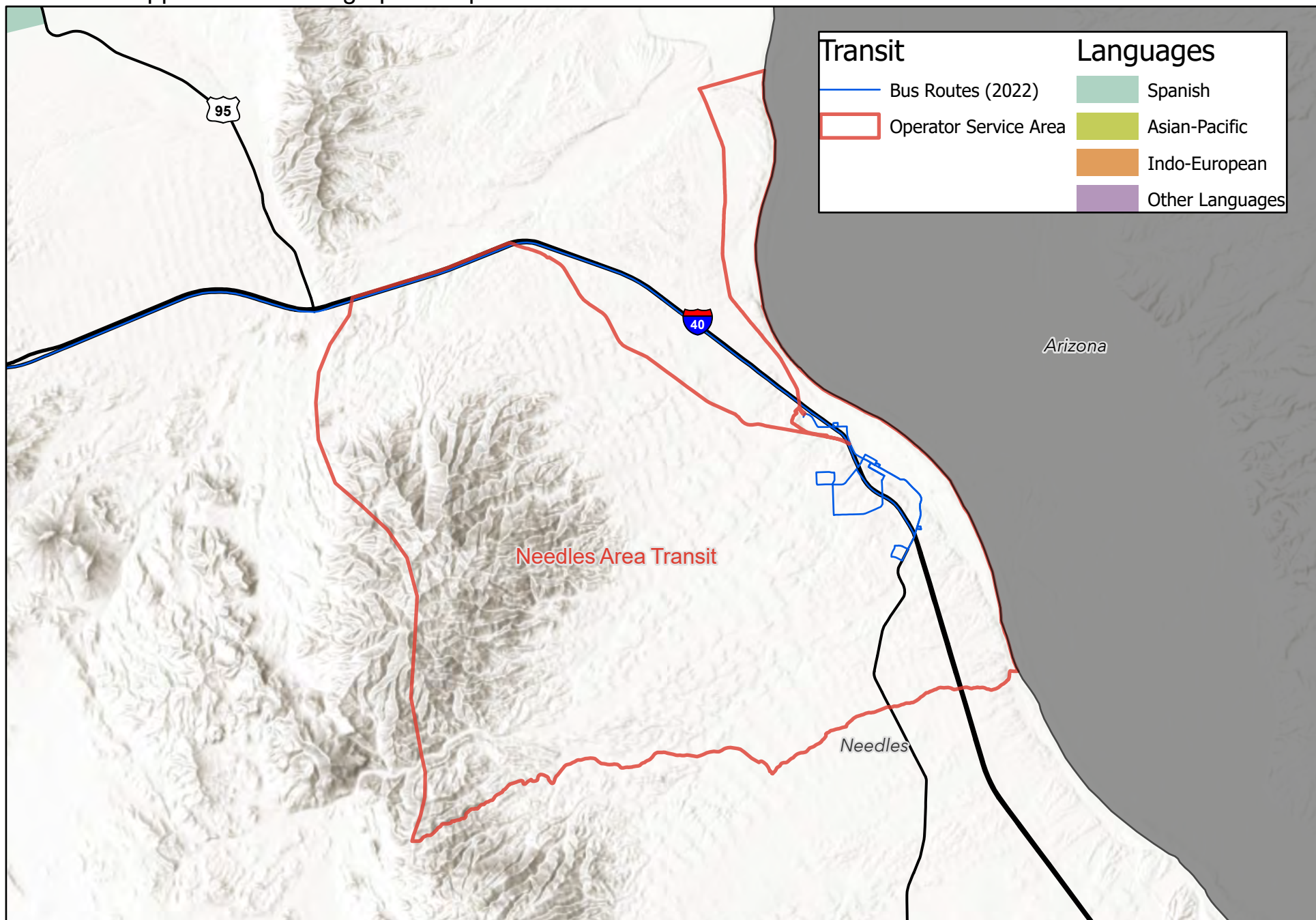
At 5% and Above per Household, for 2020 US Census Block Groups

Source: ACS 2020 5-Yr Estimates, #C16002

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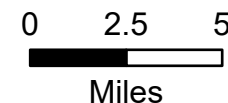
# Non-English Primary Languages

## Needles Area

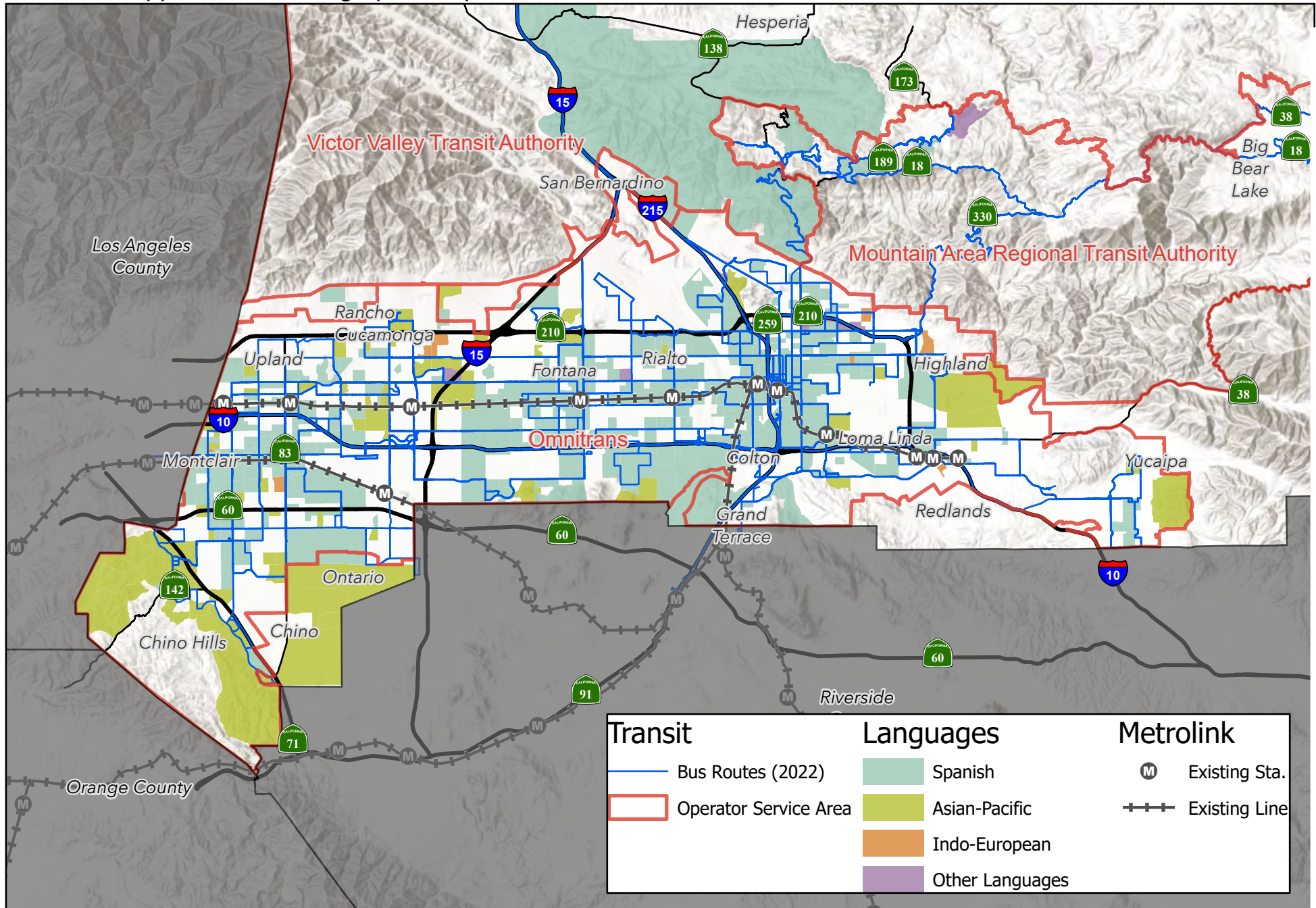
At 5% and Above per Household, for 2020 US Census Block Groups

Source: ACS 2020 5-Yr Estimates, #C16002

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# Non-English Primary Languages

San Bernardino Valley Area

At 5% and Above per Household, for 2020 US Census Block Groups

Source: ACS 2020 5-Yr Estimates, #C16002

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## Attachment C

## PPP Appendix B: LEP Populations for SBCTA Member Cities

| City<br>(SBCTA<br>Board<br>Members) | Limited English Proficient (LEP) Speakers |  |                                 |                                   |
|-------------------------------------|---|--|---------------------------------|-----------------------------------|
|                                     | Total<br>Population                       | LEP Population                           | 2021 ACS<br>5-Year<br>Estimates | Percent of<br>Total<br>Population |
| <b>Adelanto</b>                     | 34,128                                    | Spanish                                  | 4,889                           | 14.3%                             |
|                                     |   | Other Indo-European languages            | 15                              | 0.0%                              |
|                                     |   | Asian and Other Pacific Island languages | 59                              | 0.2%                              |
|                                     |   | Other languages                          | 19                              | 0.1%                              |
|                                     |   | <b>Total LEP Speakers</b>                | <b>4,982</b>                    | <b>14.6%</b>                      |
| <b>Apple Valley</b>                 | 66,092                                    | Spanish                                  | 4,148                           | 6.3%                              |
|                                     |   | Other Indo-European languages            | 158                             | 0.2%                              |
|                                     |   | Other Asian and Pacific Island languages | 616                             | 0.9%                              |
|                                     |   | Other languages                          | 70                              | 0.1%                              |
|                                     |   | <b>Total LEP Speakers</b>                | <b>4,992</b>                    | <b>7.6%</b>                       |
| <b>Barstow</b>                      | 22,833                                    | Spanish                                  | 1,219                           | 5.3%                              |
|                                     |   | Other Indo-European languages            | 76                              | 0.3%                              |
|                                     |   | Asian and Pacific Island languages       | 176                             | 0.8%                              |
|                                     |   | Other languages                          | 1                               | 0.0%                              |
|                                     |   | <b>Total LEP Speakers</b>                | <b>1,472</b>                    | <b>6.4%</b>                       |
| <b>Big Bear Lake</b>                | 4,832                                     | Spanish                                  | 161                             | 3.3%                              |
|                                     |   | Other Indo-European languages            | 11                              | 0.2%                              |
|                                     |   | Asian and Pacific Island languages       | 34                              | 0.7%                              |
|                                     |   | Other languages                          | 12                              | 0.2%                              |
|                                     |   | <b>Total LEP Speakers</b>                | <b>218</b>                      | <b>4.5%</b>                       |
| <b>Chino</b>                        | 84,952                                    | Spanish                                  | 8,301                           | 9.8%                              |
|                                     |   | Other Indo-European languages            | 413                             | 0.5%                              |
|                                     |   | Asian and Pacific Island languages       | 4,882                           | 5.7%                              |
|                                     |   | Other languages                          | 118                             | 0.1%                              |
|                                     |   | <b>Total LEP Speakers</b>                | <b>13,714</b>                   | <b>16.1%</b>                      |
| <b>Chino Hills</b>                  | 73,209                                    | Spanish                                  | 1,947                           | 2.66%                             |
|                                     |   | Other Indo-European languages            | 465                             | 0.64%                             |
|                                     |   | Asian and Pacific Island languages       | 9,614                           | 13.13%                            |
|                                     |   | Other languages                          | 644                             | 0.88%                             |
|                                     |   | <b>Total LEP Speakers</b>                | <b>12,670</b>                   | <b>17.31%</b>                     |

## Attachment C

| City<br>(SBCTA<br>Board<br>Members) | Limited English Proficient (LEP) Speakers |                                    |                                 |                                   |
|-------------------------------------|---|------------------------------------|---------------------------------|-----------------------------------|
|                                     | Total<br>Population                       | LEP Population                     | 2021 ACS<br>5-Year<br>Estimates | Percent of<br>Total<br>Population |
| <b>Colton</b>                       | 50,067                                    | Spanish                            | 8,871                           | 17.7%                             |
|                                     |   | Other Indo-European languages      | 185                             | 0.4%                              |
|                                     |   | Asian and Pacific Island languages | 412                             | 0.8%                              |
|                                     |   | Other languages                    | 181                             | 0.4%                              |
|                                     |   | <b>Total LEP Speakers</b>          | <b>9,649</b>                    | <b>19.3%</b>                      |
| <b>Fontana</b>                      | 194,461                                   | Spanish                            | 29,363                          | 15.1%                             |
|                                     |   | Other Indo-European languages      | 436                             | 0.2%                              |
|                                     |   | Asian and Pacific Island languages | 3,595                           | 1.8%                              |
|                                     |   | Other languages                    | 639                             | 0.3%                              |
|                                     |   | <b>Total LEP Speakers</b>          | <b>34,033</b>                   | <b>17.5%</b>                      |
| <b>Grand<br/>Terrace</b>            | 12,191                                    | Spanish                            | 709                             | 5.8%                              |
|                                     |   | Other Indo-European languages      | 69                              | 0.6%                              |
|                                     |   | Asian and Pacific Island languages | 114                             | 0.9%                              |
|                                     |   | Other languages                    | 51                              | 0.4%                              |
|                                     |   | <b>Total LEP Speakers</b>          | <b>943</b>                      | <b>7.7%</b>                       |
| <b>Hesperia</b>                     | 91,861                                    | Spanish                            | 10,351                          | 11.3%                             |
|                                     |   | Other Indo-European languages      | 145                             | 0.2%                              |
|                                     |   | Asian and Pacific Island languages | 618                             | 0.7%                              |
|                                     |   | Other languages                    | 40                              | 0.0%                              |
|                                     |   | <b>Total LEP Speakers</b>          | <b>11,154</b>                   | <b>12.1%</b>                      |
| <b>Highland</b>                     | 52,653                                    | Spanish                            | 6,067                           | 11.5%                             |
|                                     |   | Other Indo-European languages      | 360                             | 0.7%                              |
|                                     |   | Asian and Pacific Island languages | 1,056                           | 2.0%                              |
|                                     |   | Other languages                    | 80                              | 0.15%                             |
|                                     |   | <b>Total LEP Speakers</b>          | <b>7,563</b>                    | <b>14.4%</b>                      |
| <b>Loma<br/>Linda</b>               | 23,759                                    | Spanish                            | 1,167                           | 4.9%                              |
|                                     |   | Other Indo-European languages      | 153                             | 0.6%                              |
|                                     |   | Asian and Pacific Island languages | 1,343                           | 5.7%                              |
|                                     |   | Other languages                    | 176                             | 0.7%                              |
|                                     |   | <b>Total LEP Speakers</b>          | <b>2,839</b>                    | <b>11.9%</b>                      |



## Attachment C

| City (SBCTA Board Members) | Limited English Proficient (LEP) Speakers |                                    |                           |                             |
|----------------------------|---|------------------------------------|---------------------------|-----------------------------|
|                            | Total Population                          | LEP Population                     | 2021 ACS 5-Year Estimates | Percent of Total Population |
| <b>Montclair</b>           | 35,678                                    | Spanish                            | 6,834                     | 19.2%                       |
|                            |   | Other Indo-European languages      | 89                        | 0.2%                        |
|                            |   | Asian and Pacific Island languages | 1,680                     | 4.7%                        |
|                            |   | Other languages                    | 101                       | 0.3%                        |
|                            |   | <b>Total LEP Speakers</b>          | <b>8,704</b>              | <b>24.4%</b>                |
| <b>Needles</b>             | 4,724                                     | Spanish                            | 67                        | 1.4%                        |
|                            |   | Other Indo-European languages      | 0                         | 0.0%                        |
|                            |   | Asian and Pacific Island languages | 26                        | 0.6%                        |
|                            |   | Other languages                    | 2                         | 0.0%                        |
|                            |   | <b>Total LEP Speakers</b>          | <b>95</b>                 | <b>2.0%</b>                 |
| <b>Ontario</b>             | 163,285                                   | Spanish                            | 31,892                    | 19.5%                       |
|                            |   | Other Indo-European languages      | 506                       | 0.3%                        |
|                            |   | Asian and Pacific Island languages | 3,968                     | 2.4%                        |
|                            |   | Other languages                    | 429                       | 0.3%                        |
|                            |   | <b>Total LEP Speakers</b>          | <b>36,795</b>             | <b>22.5%</b>                |
| <b>Rancho Cucamonga</b>    | 161,509                                   | Spanish                            | 8,279                     | 5.1%                        |
|                            |   | Other Indo-European languages      | 1,437                     | 0.9%                        |
|                            |   | Asian and Pacific Island languages | 7,680                     | 4.8%                        |
|                            |   | Other languages                    | 1,189                     | 0.7%                        |
|                            |   | <b>Total LEP Speakers</b>          | <b>18,585</b>             | <b>11.5%</b>                |
| <b>Redlands</b>            | 68,391                                    | Spanish                            | 3,574                     | 5.2%                        |
|                            |   | Other Indo-European languages      | 398                       | 0.6%                        |
|                            |   | Asian and Pacific Island languages | 1,379                     | 2.0%                        |
|                            |   | Other languages                    | 186                       | 0.3%                        |
|                            |   | <b>Total LEP Speakers</b>          | <b>5,537</b>              | <b>8.1%</b>                 |
| <b>Rialto</b>              | 96,863                                    | Spanish                            | 17,567                    | 18.1%                       |
|                            |   | Other Indo-European languages      | 189                       | 0.2%                        |
|                            |   | Asian and Pacific Island languages | 745                       | 0.8%                        |
|                            |   | Other languages                    | 517                       | 0.5%                        |
|                            |   | <b>Total LEP Speakers</b>          | <b>19,018</b>             | <b>19.6%</b>                |

## Attachment C

| City<br>(SBCTA<br>Board<br>Members) | Limited English Proficient (LEP) Speakers |                                    |                                |                                   |
|-------------------------------------|---|------------------------------------|--------------------------------|-----------------------------------|
|                                     | Total<br>Population                       | LEP Population                     | 2021ACS<br>5-Year<br>Estimates | Percent of<br>Total<br>Population |
| <b>San Bernardino</b>               | 205,662                                   | Spanish                            | 98,066                         | 47.7%                             |
|                                     |   | Other Indo-European languages      | 1,328                          | 0.6%                              |
|                                     |   | Asian and Pacific Island languages | 6,461                          | 3.1%                              |
|                                     |   | Other languages                    | 1,456                          | 0.7%                              |
|                                     |   | <b>Total LEP Speakers</b>          | <b>107,311</b>                 | <b>52.2%</b>                      |
| <b>Upland</b>                       | 73,965                                    | Spanish                            | 4,471                          | 6.0%                              |
|                                     |   | Other Indo-European languages      | 609                            | 0.8%                              |
|                                     |   | Asian and Pacific Island languages | 2,246                          | 3.0%                              |
|                                     |   | Other languages                    | 400                            | 0.5%                              |
|                                     |   | <b>Total LEP Speakers</b>          | <b>7,726</b>                   | <b>10.4%</b>                      |
| <b>Victorville</b>                  | 122,562                                   | Spanish                            | 14,758                         | 12.0%                             |
|                                     |   | Other Indo-European languages      | 150                            | 0.1%                              |
|                                     |   | Asian and Pacific Island languages | 2,047                          | 1.7%                              |
|                                     |   | Other languages                    | 267                            | 0.2%                              |
|                                     |   | <b>Total LEP Speakers</b>          | <b>17,222</b>                  | <b>14.1%</b>                      |
| <b>Yucaipa</b>                      | 50,535                                    | Spanish                            | 2,595                          | 5.1%                              |
|                                     |   | Other Indo-European languages      | 78                             | 0.2%                              |
|                                     |   | Asian and Pacific Island languages | 379                            | 0.7%                              |
|                                     |   | Other languages                    | 0                              | 0.0%                              |
|                                     |   | <b>Total LEP Speakers</b>          | <b>3,052</b>                   | <b>6.0%</b>                       |
| <b>Yucca Valley</b>                 | 20,679                                    | Spanish                            | 664                            | 3.2%                              |
|                                     |   | Other Indo-European languages      | 202                            | 1.0%                              |
|                                     |   | Asian and Pacific Island languages | 0                              | 0.0%                              |
|                                     |   | Other languages                    | 0                              | 0.0%                              |
|                                     |   | <b>Total LEP Speakers</b>          | <b>866</b>                     | <b>4.2%</b>                       |

## Attachment D

# San Bernardino County Transportation Authority Language Assistance Plan

Prepared for the Federal Transit Administration  
In accordance with Circular 4702.1B



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

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# I. Introduction

## Purposes of This Plan

San Bernardino County Transportation Authority (SBCTA) is committed to ensuring that its projects and services are delivered and implemented in a non-discriminatory manner and has taken a number of steps to assist limited English proficient (LEP) individuals to access its programs and services. This Language Assistance Plan details the process by which SBCTA will provide access to LEP individuals and the larger community.

FTA Circular 4702.1B states that “recipients shall take reasonable steps to ensure meaningful access to benefits, services, information, and other important portions of their programs and activities for individuals who are limited English proficient (LEP).” LEP refers to persons for whom English is not their primary language and who have a limited ability to read, write, speak or understand English. It includes people who reported to the U.S. Census that they speak English less than very well, not well or not at all.

This Language Assistance Plan will guide SBCTA staff’s interaction with LEP and other individuals, provide guidance in training staff to provide meaningful access to LEP individuals and ensure SBCTA continues to provide meaningful access to its services and programs.

SBCTA developed this Language Assistance Plan in compliance with FTA Circular 4702.1B and through consultation with the Federal Transit Administration’s (FTA) Office of Civil Rights’ LEP Guidance Handbook: *The FTA’s Office of Civil Rights’ Implementing the Department of Transportation’s Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficient (LEP) Persons: A Handbook for Public Transportation Providers* (April 13, 2007).

## Title VI and Federal Authority

Title VI of the Civil Rights Act of 1964 protects persons in the United States from discrimination on the basis of race, color and national origin in programs and activities receiving federal financial assistance. Under the Department of Transportation (DOT), the FTA requirements for implementing Title VI include the adoption of a Title VI Program report pursuant to FTA Circular 4702.1B, *Title VI Requirements and Guidelines for Federal Transit Administration Recipients*. As a recipient of FTA Funds, SBCTA complies with Title VI and all applicable state and federal regulations.

# II. Four Factor Analysis

Recipients are required to take reasonable steps to ensure meaningful access to benefits, services, information and other important portions of its programs or activities for persons who are limited-English proficient (LEP). FTA Circular 4702.1B details the components of the Language Assistance Plan, including the Four Factor Analysis, which provides a careful analysis of LEPs that SBCTA may encounter to determine the specific language services that are appropriate to provide.

SBCTA Language Assistance Plan

Updated: September 2023

The Four Factor Analysis balances the following factors:

- Factor One: The Number and proportions of LEP persons in the jurisdiction.
- Factor Two: How often LEPs come into contact with SBCTA services.
- Factor Three: How important SBCTA's services are to LEPs' lives.
- Factor Four: The resources available to SBCTA for LEP outreach that can reasonably be provided.

The results of the Four Factor Analysis are used to determine the target LEP populations and the best methods of engaging with the public. SBCTA undertook the Four Factor Analysis in order to develop an appropriate and effective Language Assistance Plan.

### **Factor One: The number or proportion of LEP persons eligible to be served or likely to be encountered**

SBCTA's service area includes all of San Bernardino County, which has a total population of 2,009,812 individuals over five years old (those included in spoken language counts), according to American Community Survey (ACS) 2020 5-Year Estimates. The 2016-2020 ACS 5-Year Estimates were used for this analysis as it provides the most detailed information, as well as reliable, about LEP individuals and the languages they speak.

#### **Safe Harbor Provision**

The Department of Justice's Safe Harbor Provision, which was accepted by the FTA, stipulates that written translation of vital documents for each eligible LEP language group that constitutes 5%, or 1,000 persons, whichever is less, of the total population of persons eligible to be served or likely to be affected or encountered, will be considered strong evidence of compliance with the recipient's written translation obligation. This LEP analysis was conducted in accordance with this Safe Harbor Provision, and as such, identifies LEP populations that number 1,000 persons and constitute 5% of the population.

Table 1 provides information from the 2020 American Community Survey 5-Year Estimates demonstrating the 12 LEP groups in San Bernardino County. Fifteen percent of the total population — or 294,960 individuals — are limited English proficient. The largest group of LEP individuals is Spanish speakers, who comprise 12% of the County's population and number 232,270 individuals. Although no other LEP group reaches 5% of the population, eight additional LEP groups number more than 1,000 persons. Each of these groups comprises 1% or less of the County's total population.



Table 1, San Bernardino County Limited English Proficient Populations

| San Bernardino County, CA                           |                |                  |
|---|----------------|------------------|
| Speaks English Less than "Very Well"                | Estimate       | Percent of Total |
| <i>Total population over 5 years old</i>            | 2,009,812      | 100%             |
| <b>Spanish</b>                                      | <b>232,270</b> | <b>12%</b>       |
| <b>Chinese (incl. Mandarin, Cantonese)</b>          | <b>20,772</b>  | <b>1%</b>        |
| <b>Tagalog (incl. Filipino)</b>                     | <b>8,058</b>   | <b>0%</b>        |
| <b>Other Asian and Pacific Island languages</b>     | <b>7,915</b>   | <b>0%</b>        |
| <b>Vietnamese</b>                                   | <b>6,236</b>   | <b>0%</b>        |
| <b>Korean</b>                                       | <b>5,843</b>   | <b>0%</b>        |
| <b>Other Indo-European languages</b>                | <b>5,841</b>   | <b>0%</b>        |
| <b>Arabic</b>                                       | <b>4,975</b>   | <b>0%</b>        |
| <b>Other and unspecified languages</b>              | <b>1,512</b>   | <b>0%</b>        |
| Russian, Polish, or other Slavic languages          | 880            | 0%               |
| German or other West Germanic languages             | 363            | 0%               |
| French, Haitian, or Cajun                           | 295            | 0%               |
| <b>Total Limited-English Proficient Individuals</b> | <b>294,960</b> | <b>15%</b>       |

Source: U.S. Census Bureau, 2016-2020 American Community Survey 5-Year Estimates, Table C16001

## Factor Two: The frequency with which LEP persons come into contact with the program

SBCTA used two methods to identify and analyze the frequency with which LEPs come into contact with these programs: a staff survey and a review of requests for translation at the Call Boxes it operates. Findings from those efforts are reported in this section.

### Staff Survey

SBCTA distributed a survey to all staff. The survey asked employees about their past experience with LEP individuals, including how frequently they interacted with LEPs, what languages the LEP individuals spoke, how successfully they communicated and what information LEPs were seeking. Results of the staff survey are provided below.

### Interaction with LEPs

A total of 44 SBCTA employees and 4 consultants/contractors completed the survey and reported limited to no interaction with LEPs (Table 2). Thirteen (27%) respondents reported having infrequent interaction with LEP speakers and 26 (54%) respondents reported having no previous interaction with LEP individuals. One individual reported daily interaction with LEP individuals.

**Table 2, Interaction with Limited English Proficient Individuals**

| <b>Interactions with LEPs</b> | <b>Percent</b> | <b>Respondents</b> |
|-------------------------------|----------------|--------------------|
| Daily                         | 2%             | 1                  |
| Weekly                        | 6%             | 3                  |
| At least once per month       | 8%             | 4                  |
| Infrequently                  | 27%            | 13                 |
| Never                         | 54%            | 26                 |

### **Languages Spoken**

Some staff members were able to identify the languages spoken by LEP individuals. Table 3 details the languages (or language groups) that were reported. Spanish was reported most frequently, consistent with Census information.

**Table 3, Languages Staff Encountered**

| <b>Language</b> | <b>Number of Times Reported</b> |
|-----------------|---------------------------------|
| Spanish         | 17                              |
| Chinese         | 4                               |
| Korean          | 2                               |

### **Information Requested by LEPs**

SBCTA staff reported that LEPs requested information about the various topics presented in Table 4. This question is used to ensure SBCTA's information is available to LEP individuals. Eighteen employees reported on topics of interest to LEPs.

**Table 4, Information Requested by LEPs**

| <b>Topic</b>  | <b>Number of Times Reported</b> |
|---|---------------------------------|
| Train schedules (Metrolink and Amtrak) and other rail-related information | 7                               |
| Directions to bathrooms, parking, etc.                                    | 3                               |
| Bus schedules   | 2                               |
| Purchasing ticket   | 2                               |
| CCTV footage  | 1                               |
| PACE program  | 1                               |
| Right of way property questions   | 1                               |
| Construction related information  | 1                               |
| Program information   | 1                               |

### **Communication with LEPs**

Table 5 reports on the methods utilized by staff to communicate with LEPs. This question is used to gauge if SBCTA's language assistance measures are working and if SBCTA is aware of them and able to readily utilize them.

**Table 5, How Staff Communicates with LEPs**

| Method   | Number of Times Reported |
|--|--------------------------|
| I speak Spanish or another staff member speaks Spanish | 10                       |
| I speak Korean   | 1                        |
| I speak the language                                   | 2                        |
| Some gesturing   | 2                        |

## Call Box Data

As the County Service Authority for Freeway Emergencies (SAFE), SBCTA operates a number of Call Boxes on freeways throughout the County. SBCTA contracts an answering center to answer and respond to calls from motorists. The answering center subcontracts a translation service to provide simultaneous translation, as needed.

SBCTA reviewed translation requests during this reporting period to better understand the LEP groups accessing SBCTA's services (Table 6). Of note, bilingual call takers may handle Spanish-language calls without using the translation services. As these calls are often not counted as translations, the number of Spanish language assistance provided is likely higher than represented below.

Table 6 demonstrates that during 2020 to 2022, less than one percent of calls required language assistance. During the first six months of 2023 an estimated 2% of calls required Spanish language assistance. This assistance was provided in-house by bilingual call takers. During January 2020 and June of 2023, only 0.35% of calls required language assistance. The second next most commonly requested language was Chinese, with 5 translated calls provided during this 3.5 year period.

**Table 6, Translated Calls at SBCTA Operated Call Boxes, January 2020 – June 2023**

| Language Assistance Provided through SBCTA Call Boxes |                      |                     |                  |                   |
|---|----------------------|---------------------|------------------|-------------------|
|   | 2020 (Jan - Dec)     | 2021 (Jan - Dec)    | 2022 (Jan - Dec) | 2023 (Jan - June) |
| <b>Total Calls</b>                                    | 3,713                | 3,665               | 3,306            | 1,439             |
| <b>Calls w/ Interpretation</b>                        | 10                   | 4                   | 1                | 28                |
| <b>% w/ Interpretation</b>                            | 0.27%                | 0.11%               | 0.03%            | 1.95%             |
| <b>Language spoken</b>                                | Spanish* - 3         | Somali              | Spanish* - 2     | Spanish* - all    |
|   | Chinese Mandarin - 4 | Chinese             |                  |                   |
|   | Punjabi              | Portuguese (Brazil) |                  |                   |
|   | Urdu                 | Korean              |                  |                   |
|   | Vietnamese           |                     |                  |                   |

\* The actual number of Spanish-language translations may be higher than presented. The call center provides Spanish translation support with internal staff when possible and does not track Spanish language calls that are not sent to the translation consultant.

In conclusion, Factor Two identified that SBCTA does not frequently come into contact with LEP individuals. LEP individuals that do access SBCTA services and programs are most likely to speak

Spanish. As demonstrated in Table 4, the primary information requested by LEP individuals related to train information — likely due to SBCTA's office location at the Santa Fe Depot.

To ensure LEP individuals have full access to SBCTA's project information, oral interpretation is provided at public meetings as appropriate and project information is translated into languages appropriate for specific project locations. More details about SBCTA's language service provision is provided in the following Section III: Implementation Plan and in SBCTA's Public Participation Plan.

### Factor Three: The nature and importance of the program, activity or service to people's lives

The County of San Bernardino has the largest land area of any county in the contiguous 48 states and SBCTA serves the nearly 2.2 million residents of San Bernardino County. SBCTA's involvement in public transportation is multifaceted and includes transit planning; providing technical assistance and guiding funding to public transit operators; administering the voter-approved half-cent transportation sales tax; and implementing plans related to air quality and congestion. These functions are critical to all San Bernardino County residents and visitors as they travel to work, school and other activities throughout the County.

Additionally, commuters — individuals who travel daily — provide one way to gauge the impact of SBCTA's services on residents' lives. Table 7 details how workers 16 years and over travel to their jobs. While the majority (77%) drive alone, there is a significant share carpooling (11%) and a small share using public transit (1%) and other modes. SBCTA's functions directly impact these 926,022 individuals who commute using the roads throughout the County and traveling on the multimodal network.

**Table 7, Commuting Characteristics of Workers in San Bernardino County**

| <b>San Bernardino County: Means of Transportation to Work for Workers 16 Years and Over</b> |                 |                         |
|---|-----------------|-------------------------|
|   | <b>Estimate</b> | <b>Percent of Total</b> |
| <i>Total</i>  | <i>926,022</i>  | <i>100%</i>             |
| Drove alone   | 716,383         | 77%                     |
| Carpooled   | 99,848          | 11%                     |
| Public transportation   | 10,268          | 1%                      |
| Walked  | 14,113          | 2%                      |
| Taxicab, motorcycle, bicycle, or other means  | 12,989          | 1%                      |
| Worked from home  | 72,421          | 8%                      |

Source: U.S. Census Bureau, 2017-2021 American Community Survey 5-Year Estimates, Table B08101

## Factor Four: The resources available to the recipient for LEP outreach

SBCTA has numerous resources available to ensure it provides meaningful access to LEP individuals. These include existing community partners and utilization of its own resources. These resources are detailed below:

- SBCTA contracts with Language Line Personal Interpreter Service to provide simultaneous interpretation and translation for LEP individuals.
- “I Speak” language identification cards are used at the front desk and at public meetings.
- Language assistance information is provided on agendas and meeting notices.
- Public notices are translated into LEP languages and distributed by social media, SBCTA’s website, transit operators social media, and other project-specific channels.
- SBCTA contracts with various public outreach firms that can provide language assistance, as needed.
- Public Transit Network: This database ensures agencies and organizations that work with LEP individuals are provided information and notices to distribute to their clients.
- PASTACC: Many members of the PASTACC (Public and Specialized Transit Network) represent underrepresented and minority groups and are a useful resource for outreach to LEP individuals.
- San Bernardino County Transit Operators: SBCTA often partners with transit operators to post vital information on buses and at transfer locations and on their websites and social media.
- Southern California Association of Government’s (SCAG) LEP Plan, Public Participation Plan and existing translated resources can provide materials for LEP outreach and communication.
- SBCTA translates Title VI vital documents and project-specific vital information into Spanish.

## Discussion of Results

Census data analyzed in Factor One were consistent with the experience of SBCTA staff members analyzed in Factor Two: Spanish-speaking LEPs are the largest and most frequent LEP group that accesses SBCTA’s services and programs. As these individuals comprise 15% of San Bernardino County’s population, it will be important for SBCTA to continue providing vital documents in Spanish.

Additional LEP groups are very small populations (1% or less of the population), not yet identified (Other Indo-European languages or Other and Unspecified Languages, for example), and do not frequently access SBCTA’s services or programs. Therefore, documents will be translated as requested or as is appropriate for a specific project. Details of SBCTA’s language assistance services are provided in the following Implementation Plan.

### III. Implementation Plan

#### Language Service Provision

SBCTA will provide the following language assistance measures to ensure LEP individuals have full access to SBCTA's services, programs and activities:

##### Callers and Visitors

- SBCTA contracts with Language Line Personal Interpreter Service, a language service provider to provide simultaneous interpretation, as needed.

##### Translation of Vital Documents

FTA C 4702.1B defines vital documents as “documents that provide access to essential services.” The SBCTA will use this definition when assessing what documents should be translated.

**Title VI Documents:** These are vital documents. The complaint form and procedures and Title VI notices are available in English and Spanish, the LEP population that SBCTA is most likely to encounter (spoken by 15% of San Bernardino County's LEP population). Vital documents are available on SBCTA's website and at the front desk. Information about the availability of free language assistance is available on posted notices and agendas in Spanish.

**Spanish-Language Translation:** SBCTA already provides project notices and announcements in Spanish and will continue to do so, as the Spanish-speaking LEP population represents a significant portion of San Bernardino County's population. Documents that will be translated include: notices and announcements about public meetings and forums and public participation opportunities, key information distributed at project meetings, and any vital project-specific meetings for most projects. Title VI vital documents are translated into Spanish and are available on SBCTA's website or at the SBCTA offices.

**Other LEP Languages Translation:** The additional LEP languages represent very small communities and vital information will be translated as requested and as is appropriate, with decisions made on a project-by-project basis. For example, if a project takes place in a community with a large LEP population, key information for that project will be translated into that LEP language.

**Oral interpretation:** Oral interpretation will be provided at public meetings as requested and appropriate. Decisions will be made on a project-by-project basis. Notices of public meetings and forums include information about how to request special accommodations.

**Outreach/Notice of Availability of Language Assistance:** SBCTA's Title VI Notice to the Public publicizes its language assistance services. Additionally, all notices that include information about language assistance in the target LEP languages are providing notice of the availability of language assistance. This information is also available on SBCTA's website with its Title VI Program information.



## Staff Training

All SBCTA employees are trained on Title VI and language assistance:

- Title VI responsibilities are included in new employee on-boarding.
- All employees attend Title VI training once every three years, with refreshers provided as necessary.
- Title VI training is tailored to specific departments' functions. For example, training for front-line staff focuses on language assistance and public participation, while training for project delivery staff focuses on the site equity analysis.

Title VI and LEP training includes:

- SBCTA's Title VI requirements and Title VI Program.
- A summary of SBCTA's language assistance requirements.
- A summary of SBCTA's language assistance plan, including interacting with LEPs.
- A summary of San Bernardino County demographics, including LEP individuals living in the County, and the frequency of contact between LEP populations and the SBCTA.
- The Title VI Complaint Form and Procedures for investigating complaints.

## IV. Monitoring, Evaluating and Updating the LAP

A thorough review of this Language Assistance Plan (LAP) will be undertaken every three years, or as necessary. At that time, the LEP population will be reassessed to ensure all significant LEP languages are included in SBCTA's language assistance efforts. The following reoccurring reporting and evaluation measures will be used to update the LAP:

1. SBCTA will regularly assess the effectiveness of how it communicates with LEP individuals by working with community stakeholders, such as the PASTACC, the Public and Specialized Transit Network, County transit operators and nonprofit agencies among others.
2. SBCTA staff will track its language assistance efforts, which may include:
  - Tracking front desk staff interaction with LEPs
  - Internal surveys of staff who are likely to engage with the public.
  - Number of downloaded documents in other languages.
  - Reports and updates from the language service provider.

Requests for translation and interpretation.

## V. Contact information

SBCTA posted the Language Assistance Plan on its website at [www.gosbcta.com](http://www.gosbcta.com). Copies of the LAP will be provided to any person or agency requesting a copy. LEP persons may obtain copies/translations of the LAP upon request.

Any questions or comments regarding this Plan should be directed to:

San Bernardino County Transportation Authority  
Legislative and Public Affairs  
1170 West 3rd Street, 2nd Floor  
San Bernardino, CA 92410  
(909) 884-8276

## *Minute Action*

### AGENDA ITEM: 12

**Date:** *December 6, 2023*

**Subject:**

2024 Board of Directors and Policy Committee Meeting Calendar

**Recommendation:**

Approve the 2024 Board of Directors and Policy Committee meeting calendar.

**Background:**

The San Bernardino County Transportation Authority's (SBCTA) proposed 2024 Master Meeting Calendar is presented to the Board for approval to develop meeting dates and times that work with the Board of Directors and Policy Committee members' schedules and where possible, avoid potential conflicts with other meetings, allowing for better member participation.

- **Board of Directors** - The regular meeting of the Board of Directors is held the first (1<sup>st</sup>) Wednesday of each month at 10:00 AM.
- **General Policy Committee** - The regular meeting date is Wednesday of the week following the SBCTA Board meeting, which is usually the 2<sup>nd</sup> Wednesday of each month at 9:00 AM.
- **Legislative Policy Committee** - The regular meeting date is Wednesday of the week following the SBCTA Board meeting, which is usually the 2<sup>nd</sup> Wednesday of each month, with the typical start time being between 9:30 AM and 10:00 AM, dependent on the length of the General Policy Committee.
- **Transit Committee** - The regular meeting date is Thursday of the week following the SBCTA Board meeting, which is usually the 2<sup>nd</sup> Thursday of each month at 9:00 AM.
- **Metro Valley Study Session** - The regular meeting date is Thursday of the week following the SBCTA Board meeting, which is usually the 2<sup>nd</sup> Thursday of each month, with the typical start time being between 9:30 AM and 10:00 AM, dependent on the length of the Transit Committee.
- **I-10/I-15 Joint Sub-Committee** – The regular meeting date is Thursday of the week following the SBCTA Board meeting, which is usually the 2<sup>nd</sup> Thursday of each month, with the typical start time being between 9:45 AM and 10:15 AM, dependent on the length of the Metro Valley Study Session.
- **Mountain/Desert Committee** – The regular meeting date is the 3<sup>rd</sup> Friday of each month at 9:30 AM in Victorville.

The proposed calendar conforms to the regular meeting schedule of the Board of Directors and Policy Committees with the exceptions noted below:

- **Mountain/Desert Committee** –Due to the City/County Conference, the May meeting will be cancelled or held in Lake Arrowhead, if necessary. Due to a conflict with the US Conference of Mayors, it is recommended the June meeting date be moved to the 2<sup>nd</sup> Friday, June 14, 2024, at 9:30 AM. Due to a conflict with the Mobility 21 Summit, it is recommended the September meeting date be moved to the 2<sup>nd</sup> Friday, September 13, 2024, at 9:30 AM. Due to a conflict with the League of CA Cities Annual Conference, it is recommended the October

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

## Board of Directors Agenda Item

December 6, 2023

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meeting date be moved to the 2<sup>nd</sup> Friday, October 11, 2024, at 9:30 AM. Lastly, due to the holidays, it is recommended the December meeting date be moved to the 2<sup>nd</sup> Friday, December 13, 2024, at 9:30 AM.

Although a monthly schedule is adopted, it is acknowledged that when there are not sufficient business items to require a meeting, the meeting will be cancelled. It has also been the practice to modify the meeting date and time when the SBCTA Board meeting has been rescheduled due to conflicts with other meetings or holiday schedules. SBCTA staff, however, has been directed to make every effort to minimize deviation from the regular schedule to insure continuity of meetings and participation.

The Board of Directors Metro Valley Study Session and all Policy Committees are dark in July. As a result, the Board of Directors meeting is dark in August. Committee members and staff are urged to calendar these meetings for the coming year. Advance confirmation of meetings or cancellation notices are part of SBCTA's standard procedures for meeting preparation. The 2024 proposed meeting calendar is attached to this item.

The proposed 2024 Board of Directors dates are as follows:

**Board of Directors**

|                  |                                |                   |
|------------------|--------------------------------|-------------------|
| January 3, 2024  | May 1, 2024                    | September 4, 2024 |
| February 7, 2024 | June 5, 2024                   | October 2, 2024   |
| March 6, 2024    | July 3, 2024                   | November 6, 2024  |
| April 3, 2024    | August 7, 2024 ( <b>DARK</b> ) | December 4, 2024  |

The proposed 2024 Policy Committee dates are as follows:

**General Policy Committee**

|                   |                               |                    |
|-------------------|-------------------------------|--------------------|
| January 10, 2024  | May 8, 2024                   | September 11, 2024 |
| February 14, 2024 | June 12, 2024                 | October 9, 2024    |
| March 13, 2024    | July 10, 2024 ( <b>DARK</b> ) | November 13, 2024  |
| April 10, 2024    | August 14, 2024               | December 11, 2024  |

**Legislative Policy Committee**

|                   |                               |                    |
|-------------------|-------------------------------|--------------------|
| January 10, 2024  | May 8, 2024                   | September 11, 2024 |
| February 14, 2024 | June 12, 2024                 | October 9, 2024    |
| March 13, 2024    | July 10, 2024 ( <b>DARK</b> ) | November 13, 2024  |
| April 10, 2024    | August 14, 2024               | December 11, 2024  |

**Transit Committee**

|                    |                               |                    |
|--------------------|-------------------------------|--------------------|
| January 11, 2024   | May 9, 2024                   | September 12, 2024 |
| February 15, 2024* | June 13, 2024                 | October 10, 2024   |
| March 14, 2024     | July 11, 2024 ( <b>DARK</b> ) | November 14, 2024  |
| April 11, 2024     | August 15, 2024*              | December 12, 2024  |

*\*This date falls on the 3<sup>rd</sup> Thursday of the month.*

### **Metro Valley Study Session**

|                    |                               |                    |
|--------------------|-------------------------------|--------------------|
| January 11, 2024   | May 9, 2024                   | September 12, 2024 |
| February 15, 2024* | June 13, 2024                 | October 10, 2024   |
| March 14, 2024     | July 11, 2024 ( <b>DARK</b> ) | November 14, 2024  |
| April 11, 2024     | August 15, 2024*              | December 12, 2024  |

*\*This date falls on the 3<sup>rd</sup> Thursday of the month.*

### **Mountain/Desert Policy Committee**

|                   |                               |                      |
|-------------------|-------------------------------|----------------------|
| January 19, 2024  | May 17, 2024*                 | September 13, 2024** |
| February 16, 2024 | June 14, 2024**               | October 11, 2024**   |
| March 15, 2024    | July 19, 2024 ( <b>Dark</b> ) | November 15, 2024    |
| April 19, 2024    | August 16, 2024               | December 13, 2024**  |

*\*This meeting will be cancelled or moved to Lake Arrowhead if needed.*

*\*\*This meeting will be held on the second Friday due to a conflict outlined in the attachment.*

### ***Financial Impact:***

Approval of the regular meeting schedule has no impact upon the SBCTA Budget.

### ***Reviewed By:***

The individual policy committee schedules were reviewed by the respective policy committees during the months of October and November.

### ***Responsible Staff:***

Marleana Roman, Clerk of the Board

Approved  
Board of Directors  
Date: December 6, 2023

Witnessed By:

# SBCTA / SBCOG 2024 Master Calendar

| ~ January 2024 ~               |   |   |   |   |   |           |
|--------------------------------|---|---|---|---|---|-----------|
| Sun                            | Mon   | Tue                                       | Wed   | Thu   | Fri   | Sat       |
|                                | <b>1</b><br>New Year's Holiday              | <b>2</b><br>New Year's Holiday (Observed) | <b>3</b><br>Board   | <b>4</b><br>City/County Manager's TAC<br>SCAG Regional Council                                | <b>5</b>  | <b>6</b>  |
| <b>7</b><br>Orthodox Christmas | <b>8</b>                                    | <b>9</b>                                  | <b>10</b><br>General Policy Committee<br>Legislative Policy Committee | <b>11</b><br>Transit Committee<br>Metro Valley Study Session<br>I-10/I-15 Joint Sub-Committee | <b>12</b>   | <b>13</b> |
| <b>14</b><br>Orthodox New Year | <b>15</b><br>Martin Luther King Day Holiday | <b>16</b>                                 | <b>17</b><br>LAFCO Hearing  | <b>18</b>   | <b>19</b><br>Mt/Desert Policy Committee                               | <b>20</b> |
| <b>21</b>                      | <b>22</b>                                   | <b>23</b>                                 | <b>24</b><br>League of CA Cities New Mayors & Council Members Academy | <b>25</b><br>League of CA Cities New Mayors & Council Members Academy                         | <b>26</b><br>League of CA Cities New Mayors & Council Members Academy | <b>27</b> |
| <b>28</b>                      | <b>29</b>                                   | <b>30</b>                                 | <b>31</b>   |   |   |           |

Attachment: 2024 Master Meeting Calendar (9853 : 2024 Meeting Calendar)

Board of Directors meetings start at 10:00 a.m.  
General Policy Committee starts at 9:00 a.m.  
Legislative Policy Committee starts at 9:30 a.m.

Transit Committee starts at 9:00 a.m.  
Metro Valley Study Session starts at 9:30 a.m.  
I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

Mountain/Desert Committee starts at 9:30 a.m.



# SBCTA / SBCOG 2024 Master Calendar

~ February 2024 ~

| Sun   | Mon                                   | Tue                                   | Wed  | Thu   | Fri                              | Sat                                   |
|---|---------------------------------------|---------------------------------------|--|---|----------------------------------|---------------------------------------|
| NOTES:<br>*This date falls on the 3 <sup>rd</sup> Thursday of the month |                                       |                                       |  | 1<br><br>SCAG Regional Council  | 2                                | 3                                     |
| 4   | 5                                     | 6                                     | 7<br>Board   | 8   | 9                                | 10<br><br>NACo Legislative Conference |
| 11<br><br>NACo Legislative Conference                                   | 12<br><br>NACo Legislative Conference | 13<br><br>NACo Legislative Conference | 14<br>General Policy Committee<br>Legislative Policy Committee | 15<br>*Transit Committee<br>*Metro Valley Study Session<br>*I-10/I-15 Joint Sub-Committee | 16<br>Mt/Desert Policy Committee | 17                                    |
| 18  | 19<br><br>Presidents' Day Holiday     | 20                                    | 21<br><br>LAFCO Hearing  | 22  | 23                               | 24                                    |
| 25  | 26                                    | 27                                    | 28   | 29  |                                  |                                       |

Attachment: 2024 Master Meeting Calendar (9853 : 2024 Meeting Calendar)

Board of Directors meetings start at 10:00 a.m.  
 General Policy Committee starts at 9:00 a.m.  
 Legislative Policy Committee starts at 9:30 a.m.

Transit Committee starts at 9:00 a.m.  
 Metro Valley Study Session starts at 9:30 a.m.  
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

Mountain/Desert Committee starts at 9:30 a.m.

# SBCTA / SBCOG 2024 Master Calendar

| ~ March 2024 ~                                |               |               |   |   |   |               |
|---|---------------|---------------|---|---|---|---------------|
| Sun   | Mon           | Tue           | Wed   | Thu   | Fri   | Sat           |
|   |               |               |   |   | 1   | 2             |
| 3   | 4             | 5             | 6<br>Board  | 7<br>City/County Manager's TAC<br>SCAG Regional Council   | 8   | 9             |
| 10<br>Daylight Savings Time Begins<br>Ramadan | 11<br>Ramadan | 12<br>Ramadan | 13<br>General Policy Committee<br>Legislative Policy Committee<br>Ramadan | 14<br>Transit Committee<br>Metro Valley Study Session<br>I-10/I-15 Joint Sub-Committee<br>Ramadan | 15<br>Mt/Desert Policy Committee<br>Ramadan | 16<br>Ramadan |
| 17<br>Ramadan                                 | 18<br>Ramadan | 19<br>Ramadan | 20<br>LAFCO Hearing<br>Ramadan  | 21<br>Ramadan   | 22<br>Ramadan                               | 23<br>Ramadan |
| 24<br>Ramadan                                 | 25<br>Ramadan | 26<br>Ramadan | 27<br>Ramadan   | 28<br>Ramadan   | 29<br>Good Friday<br>Ramadan                | 30<br>Ramadan |
| 31<br>Easter<br>Cesar Chavez Day<br>Ramadan   |               |               |   |   |   |               |

Attachment: 2024 Master Meeting Calendar (9853 : 2024 Meeting Calendar)

Board of Directors meetings start at 10:00 a.m.  
General Policy Committee starts at 9:00 a.m.  
Legislative Policy Committee starts at 9:30 a.m.

Transit Committee starts at 9:00 a.m.  
Metro Valley Study Session starts at 9:30 a.m.  
I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

Mountain/Desert Committee starts at 9:30 a.m.

# SBCTA / SBCOG 2024 Master Calendar

| ~ April 2024 ~ |                |                |  |  |                                  |                                |
|----------------|----------------|----------------|--|--|----------------------------------|--------------------------------|
| Sun            | Mon            | Tue            | Wed  | Thu  | Fri                              | Sat                            |
|                | 1<br>Ramadan   | 2<br>Ramadan   | 3<br>Board<br>Ramadan  | 4<br>SCAG Regional Council<br>Ramadan  | 5<br>Ramadan                     | 6<br>Laylat al-Qadr<br>Ramadan |
| 7<br>Ramadan   | 8<br>Ramadan   | 9              | 10<br>General Policy Committee<br>Legislative Policy Committee | 11<br>Transit Committee<br>Metro Valley Study Session<br>I-10/I-15 Joint Sub-Committee | 12                               | 13                             |
| 14             | 15             | 16             | 17<br>LAFCO Hearing  | 18   | 19<br>Mt/Desert Policy Committee | 20                             |
| 21             | 22<br>Passover | 23<br>Passover | 24<br>Passover   | 25<br>Passover   | 26<br>Passover                   | 27<br>Passover                 |
| 28<br>Passover | 29<br>Passover | 30<br>Passover |  |  |                                  |                                |

Attachment: 2024 Master Meeting Calendar (9853 : 2024 Meeting Calendar)

Board of Directors meetings start at 10:00 a.m.  
General Policy Committee starts at 9:00 a.m.  
Legislative Policy Committee starts at 9:30 a.m.

Transit Committee starts at 9:00 a.m.  
Metro Valley Study Session starts at 9:30 a.m.  
I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

Mountain/Desert Committee starts at 9:30 a.m.

# SBCTA / SBCOG 2024 Master Calendar

~ May 2024 ~

| Sun  | Mon                               | Tue       | Wed  | Thu  | Fri   | Sat       |
|--|-----------------------------------|-----------|--|--|---|-----------|
| NOTES:<br>*City/County Manager's TAC cancelled due to conflict with SCAG General Assembly<br><br>**Mountain/Desert Policy Committee will be cancelled or held at City/County Conference location if needed |                                   |           | <b>1</b><br>Board  | <b>2</b><br>*City/County Manager's TAC (CANCELLED)<br><br>SCAG Regional Council<br><br>SCAG General Assembly | <b>3</b><br>SCAG General Assembly                                       | <b>4</b>  |
| <b>5</b>   | <b>6</b>                          | <b>7</b>  | <b>8</b><br>General Policy Committee<br><br>Legislative Policy Committee | <b>9</b><br>Transit Committee<br><br>Metro Valley Study Session<br><br>I-10/I-15 Joint Sub-Committee         | <b>10</b>   | <b>11</b> |
| <b>12</b>  | <b>13</b>                         | <b>14</b> | <b>15</b><br>LAFCO Hearing   | <b>16</b><br>City/County Conference  | <b>17</b><br>**Mt/Desert Policy Committee<br><br>City/County Conference | <b>18</b> |
| <b>19</b>  | <b>20</b>                         | <b>21</b> | <b>22</b>  | <b>23</b>  | <b>24</b>   | <b>25</b> |
| <b>26</b>  | <b>27</b><br>Memorial Day Holiday | <b>28</b> | <b>29</b>  | <b>30</b>  | <b>31</b>   |           |

Attachment: 2024 Master Meeting Calendar (9853 : 2024 Meeting Calendar)

Board of Directors meetings start at 10:00 a.m.  
 General Policy Committee starts at 9:00 a.m.  
 Legislative Policy Committee starts at 9:30 a.m.

Transit Committee starts at 9:00 a.m.  
 Metro Valley Study Session starts at 9:30 a.m.  
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

Mountain/Desert Committee starts at 9:30 a.m.

# SBCTA / SBCOG 2024 Master Calendar

| ~ June 2024 ~   |                   |                               |   |  |                                   |                               |
|---|-------------------|-------------------------------|---|--|-----------------------------------|-------------------------------|
| Sun   | Mon               | Tue                           | Wed   | Thu  | Fri                               | Sat                           |
| NOTES:<br>*The Mountain/Desert Policy Committee will be held on the 2 <sup>nd</sup> Friday due to conflict with the US Conference of Mayors |                   |                               |   |  |                                   | 1                             |
| 2   | 3                 | 4                             | 5<br>Board  | 6<br>SCAG Regional Council   | 7                                 | 8                             |
| 9   | 10                | 11<br>Shavuot (begins sunset) | 12<br>General Policy Committee<br>Legislative Policy Committee<br>Shavuot | 13<br>Transit Committee<br>Metro Valley Study Session<br>I-10/I-15 Joint Sub-Committee<br>Shavuot (ends nightfall) | 14<br>*Mt/Desert Policy Committee | 15                            |
| 16<br>Eid al-Adha   | 17<br>Eid al-Adha | 18                            | 19<br>LAFCO Hearing<br>Juneteenth Holiday                                 | 20<br>US Conference of Mayors  | 21<br>US Conference of Mayors     | 22<br>US Conference of Mayors |
| 23<br>US Conference of Mayors   | 24                | 25                            | 26  | 27   | 28                                | 29                            |
| 30  |                   |                               |   |  |                                   |                               |

Attachment: 2024 Master Meeting Calendar (9853 : 2024 Meeting Calendar)

Board of Directors meetings start at 10:00 a.m.  
 General Policy Committee starts at 9:00 a.m.  
 Legislative Policy Committee starts at 9:30 a.m.

Transit Committee starts at 9:00 a.m.  
 Metro Valley Study Session starts at 9:30 a.m.  
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

Mountain/Desert Committee starts at 9:30 a.m.

# SBCTA / SBCOG 2024 Master Calendar

| ~ July 2024 ~                 |                               |     |  |  |  |                               |
|-------------------------------|-------------------------------|-----|--|--|--|-------------------------------|
| Sun                           | Mon                           | Tue | Wed  | Thu  | Fri  | Sat                           |
|                               | 1                             | 2   | 3<br>Board   | 4<br>*City/County Manager's TAC (DARK)<br><br>SCAG Regional Council (cancelled)<br><br>Independence Day Holiday        | 5  | 6<br><br>Muharram             |
| 7                             | 8                             | 9   | 10<br>*General Policy Committee (DARK)<br><br>*Legislative Policy Committee (DARK) | 11<br>*Transit Committee (DARK)<br><br>*Metro Valley Study Session (DARK)<br><br>*I-10/I-15 Joint Sub-Committee (DARK) | 12<br><br>NACo Annual Meeting                | 13<br><br>NACo Annual Meeting |
| 14<br><br>NACo Annual Meeting | 15<br><br>NACo Annual Meeting | 16  | 17<br><br>LAFCO Hearing  | 18   | 19<br><br>*Mt/Desert Policy Committee (DARK) | 20                            |
| 21                            | 22                            | 23  | 24   | 25   | 26   | 27                            |
| 28                            | 29                            | 30  | 31   | NOTES:<br>*No policy committee meetings  |  |                               |

Attachment: 2024 Master Meeting Calendar (9853 : 2024 Meeting Calendar)

Board of Directors meetings start at 10:00 a.m.  
General Policy Committee starts at 9:00 a.m.  
Legislative Policy Committee starts at 9:30 a.m.

Transit Committee starts at 9:00 a.m.  
Metro Valley Study Session starts at 9:30 a.m.  
I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

Mountain/Desert Committee starts at 9:30 a.m.



# SBCTA / SBCOG 2024 Master Calendar

| ~ August 2024 ~   |                   |     |  |  |                                  |     |
|---|-------------------|-----|--|--|----------------------------------|-----|
| Sun   | Mon               | Tue | Wed  | Thu  | Fri                              | Sat |
| NOTES:<br>*No Board Meeting<br>**This date falls on the 3 <sup>rd</sup> Thursday of the month |                   |     |  | 1<br><br>SCAG Regional Council (dark)  | 2                                | 3   |
| 4   | 5                 | 6   | 7<br>*Board (DARK)   | 8  | 9                                | 10  |
| 11  | 12                | 13  | 14<br>General Policy Committee<br>Legislative Policy Committee | 15<br>**Transit Committee<br>**Metro Valley Study Session<br>**I-10/I-15 Joint Sub-Committee | 16<br>Mt/Desert Policy Committee | 17  |
| 18  | 19                | 20  | 21<br>LAFCO Hearing  | 22   | 23                               | 24  |
| 25  | 26<br>Janmashtami | 27  | 28   | 29   | 30                               | 31  |

Attachment: 2024 Master Meeting Calendar (9853 : 2024 Meeting Calendar)

Board of Directors meetings start at 10:00 a.m.  
 General Policy Committee starts at 9:00 a.m.  
 Legislative Policy Committee starts at 9:30 a.m.

Transit Committee starts at 9:00 a.m.  
 Metro Valley Study Session starts at 9:30 a.m.  
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

Mountain/Desert Committee starts at 9:30 a.m.

# SBCTA / SBCOG 2024 Master Calendar

| ~ September 2024 ~ |                                   |  |  |  |                                   |     |
|--------------------|-----------------------------------|--|--|--|-----------------------------------|-----|
| Sun                | Mon                               | Tue  | Wed  | Thu  | Fri                               | Sat |
| 1                  | 2<br>Labor Day Holiday            | 3  | 4<br>Board   | 5<br>City/County Manager's TAC<br>SCAG Regional Council                                | 6                                 | 7   |
| 8                  | 9                                 | 10   | 11<br>General Policy Committee<br>Legislative Policy Committee | 12<br>Transit Committee<br>Metro Valley Study Session<br>I-10/I-15 Joint Sub-Committee | 13<br>*Mt/Desert Policy Committee | 14  |
| 15                 | 16<br>Prophet Muhammad's Birthday | 17   | 18<br>LAFCO Hearing  | 19   | 20<br>Mobility 21 Summit          | 21  |
| 22                 | 23                                | 24   | 25   | 26   | 27                                | 28  |
| 29                 | 30                                | NOTES:<br>*The Mountain/Desert Policy Committee will be held on the 2 <sup>nd</sup> Friday due to conflict with the Mobility 21 Summit |  |  |                                   |     |

Attachment: 2024 Master Meeting Calendar (9853 : 2024 Meeting Calendar)

Board of Directors meetings start at 10:00 a.m.  
 General Policy Committee starts at 9:00 a.m.  
 Legislative Policy Committee starts at 9:30 a.m.

Transit Committee starts at 9:00 a.m.  
 Metro Valley Study Session starts at 9:30 a.m.  
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

Mountain/Desert Committee starts at 9:30 a.m.

# SBCTA / SBCOG 2024 Master Calendar

| ~ October 2024 ~   |                                   |                     |   |   |  |                         |
|--|-----------------------------------|---------------------|---|---|--|-------------------------|
| Sun  | Mon                               | Tue                 | Wed   | Thu   | Fri  | Sat                     |
| <b>NOTES:</b><br>*The Mountain/Desert Policy Committee will be held on the 2 <sup>nd</sup> Friday due to conflict with the League of CA Cities Annual Conference |                                   | <b>1</b>            | <b>2</b><br>Board   | <b>3</b><br>SCAG Regional Council<br>Navratri<br>Rosh Hashanah (begins sunset)                | <b>4</b><br>Rosh Hashanah                                    | <b>5</b>                |
|  |                                   |                     |   |   |  |                         |
| <b>6</b>   | <b>7</b>                          | <b>8</b>            | <b>9</b><br>General Policy Committee<br>Legislative Policy Committee          | <b>10</b><br>Transit Committee<br>Metro Valley Study Session<br>I-10/I-15 Joint Sub-Committee | <b>11</b><br>*Mt/Desert Policy Committee<br>Yom Kippur       | <b>12</b><br>Yom Kippur |
| <b>13</b>  | <b>14</b><br>Columbus Day Holiday | <b>15</b>           | <b>16</b><br>LAFCO Hearing<br>League of CA Cities Annual Conference<br>Sukkot | <b>17</b><br>League of CA Cities Annual Conference<br>Sukkot                                  | <b>18</b><br>League of CA Cities Annual Conference<br>Sukkot | <b>19</b><br>Sukkot     |
| <b>20</b><br>Sukkot  | <b>21</b><br>Sukkot               | <b>22</b><br>Sukkot | <b>23</b><br>Shemini Atzeret<br>Sukkot  | <b>24</b><br>Shemini Atzeret<br>Simchat Torah   | <b>25</b><br>Simchat Torah                                   | <b>26</b>               |
| <b>27</b>  | <b>28</b>                         | <b>29</b>           | <b>30</b>   | <b>31</b><br>Halloween  |  |                         |

Attachment: 2024 Master Meeting Calendar (9853 : 2024 Meeting Calendar)

Board of Directors meetings start at 10:00 a.m.  
 General Policy Committee starts at 9:00 a.m.  
 Legislative Policy Committee starts at 9:30 a.m.

Transit Committee starts at 9:00 a.m.  
 Metro Valley Study Session starts at 9:30 a.m.  
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

Mountain/Desert Committee starts at 9:30 a.m.

# SBCTA / SBCOG 2024 Master Calendar

| ~ November 2024 ~               |                             |                           |  |  |                                  |     |
|---------------------------------|-----------------------------|---------------------------|--|--|----------------------------------|-----|
| Sun                             | Mon                         | Tue                       | Wed  | Thu  | Fri                              | Sat |
|                                 |                             |                           |  |  | 1<br>Diwali                      | 2   |
|                                 |                             |                           |  |  |                                  |     |
| 3<br>Daylight Savings Time Ends | 4                           | 5                         | 6<br>Board   | 7<br>City/County Manager's TAC<br>SCAG Regional Council                                | 8                                | 9   |
| 10                              | 11<br>Veteran's Day Holiday | 12                        | 13<br>General Policy Committee<br>Legislative Policy Committee | 14<br>Transit Committee<br>Metro Valley Study Session<br>I-10/I-15 Joint Sub-Committee | 15<br>Mt/Desert Policy Committee | 16  |
| 17                              | 18<br>CSAC Annual Meeting   | 19<br>CSAC Annual Meeting | 20<br>LAFCO Hearing<br>CSAC Annual Meeting                     | 21<br>CSAC Annual Meeting  | 22<br>CSAC Annual Meeting        | 23  |
| 24                              | 25                          | 26                        | 27   | 28<br>Thanksgiving Day Holiday   | 29<br>Thanksgiving Day After     | 30  |

Attachment: 2024 Master Meeting Calendar (9853 : 2024 Meeting Calendar)

Board of Directors meetings start at 10:00 a.m.  
General Policy Committee starts at 9:00 a.m.  
Legislative Policy Committee starts at 9:30 a.m.

Transit Committee starts at 9:00 a.m.  
Metro Valley Study Session starts at 9:30 a.m.  
I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

Mountain/Desert Committee starts at 9:30 a.m.

# SBCTA / SBCOG 2024 Master Calendar

| ~ December 2024 ~         |                           |  |  |  |                                   |                           |
|---------------------------|---------------------------|--|--|--|-----------------------------------|---------------------------|
| Sun                       | Mon                       | Tue  | Wed  | Thu  | Fri                               | Sat                       |
| 1                         | 2                         | 3  | 4<br>Board   | 5<br>SCAG Regional Council   | 6                                 | 7                         |
| 8                         | 9                         | 10   | 11<br>General Policy Committee<br>Legislative Policy Committee   | 12<br>Transit Committee<br>Metro Valley Study Session<br>I-10/I-15 Joint Sub-Committee | 13<br>*Mt/Desert Policy Committee | 14                        |
| 15                        | 16                        | 17   | 18<br>LAFCO Hearing  | 19   | 20                                | 21                        |
| 22                        | 23                        | 24<br>Christmas Eve Holiday<br>Hanukkah            | 25<br>Christmas Day Holiday<br>Hanukkah  | 26<br>Hanukkah<br>Kwanzaa  | 27<br>Hanukka<br>Kwanzaa h        | 28<br>Hanukkah<br>Kwanzaa |
| 29<br>Hanukkah<br>Kwanzaa | 30<br>Hanukkah<br>Kwanzaa | 31<br>New Years Eve Holiday<br>Hanukkah<br>Kwanzaa | NOTES:<br>*The Mountain/Desert Policy Committee will be held on the 2 <sup>nd</sup> Friday due to Holidays |  |                                   |                           |

Board of Directors meetings start at 10:00 a.m.  
 General Policy Committee starts at 9:00 a.m.  
 Legislative Policy Committee starts at 9:30 a.m.

Transit Committee starts at 9:00 a.m.  
 Metro Valley Study Session starts at 9:30 a.m.  
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

Mountain/Desert Committee starts at 9:30 a.m.

## ***Minute Action***

### AGENDA ITEM: 13

***Date:*** December 6, 2023

***Subject:***

Award Freeway Service Patrol Contract No. 23-1002947 for Freeway Service Patrol Beat No. 23

***Recommendation:***

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

A. Award Contract No. 23-1002947 to Royal Coaches Auto Body & Towing for Freeway Service Patrol (FSP) services along Beat No. 23, from August 1, 2024 through July 31, 2029, for a not-to-exceed amount of \$5,032,510 for FSP services and construction support for the Interstate 15 construction project.

B. Approve a contract contingency for a not-to-exceed amount of \$685,430 for Contract No. 23-1002947 for construction support and authorize the Executive Director, or his designee, to release contingency as necessary.

***Background:***

The Freeway Service Patrol (FSP) Program consists of a fleet of tow trucks patrolling urban freeways for the purpose of assisting motorists with their disabled vehicles during peak periods of congestion. The stretch of highway that the fleet patrols up and down is referred to as a “Beat”. The FSP Program is extremely beneficial to the motoring public by reducing the amount of time a motorist is in an unsafe condition in traffic lanes, reducing traffic delays, as well as decreasing fuel consumption, vehicular emissions, and secondary incidents. San Bernardino County Transportation Authority (SBCTA) began its program in January 2006 and has nine separate Beats in operation assisting more than 5,200 motorists each month. The current contract for FSP Beat No. 23 is set to expire on July 31, 2024.

Prior to the release of a Request for Proposals (RFP), staff performed outreach that consisted of various components with the goal of increasing the participation of tow operators in the SBCTA FSP Program.

**Outreach included:**

1. Telephone Outreach: Called more than 20 tow operators in the Inland Empire region that could qualify for the minimum requirements.
2. PlanetBids: The RFP was electronically distributed to approximately 50 bidders registered on PlanetBids.

These efforts helped in bringing knowledge and awareness about the FSP Program to various companies in the area. Although they may not have proposed this time around, they are now aware and can better prepare for future opportunities.

On July 12, 2023, RFP No. 23-1002947 for Beat No. 23 was released to cover the following areas:

- Beat No. 23: Interstate 15 (I-15) from Jurupa Street (Riverside County Line) to Sierra Avenue.

*Entity: San Bernardino County Transportation Authority*



## Board of Directors Agenda Item

December 6, 2023

Page 2

The RFP was posted on SBCTA's website and notifications of the RFP were sent out to 50 vendors registered on PlanetBids and downloaded by six firms. Public Notice ads were placed in the local newspaper. A non-mandatory Pre-Proposal meeting took place on July 19, 2023, and was attended by two companies. Addendum No. 1 was issued on July 18, 2023, to modify part of the insurance requirements of the contract. Addendum No. 2 was issued on July 20, 2023, to change the tow truck wheel lift requirements following a discussion with the California Highway Patrol (CHP).

One proposal was received before the bid due date. For this, SBCTA Policy No. 11000 V.D.2 (V.C.2.e) was followed, and the project manager and procurement reviewed the proposal to write a Single Bid Memo for Executive Director approval. Based on this review, it was determined Royal Coaches Auto Body & Towing is best suited to perform the services for Beat No. 23 for a variety of reasons. The proposer clearly demonstrated a thorough understanding of the scope of work (SOW) and proposed an overall solid team and has demonstrated exceptional experience. Royal Coaches Auto Body & Towing has extensive experience with law enforcement tow programs. CHP has also stated that all three tow yards (primary and two back-up locations) meet the minimum requirements for this contract. Royal Coaches Auto Body & Towing emphasized the importance of maintaining high standards and providing great customer service. Royal Coaches Auto Body & Towing also received excellent references. The hourly rate for the contract is as follows: years one through three are \$143 per hour, and the hourly rate for year's four through five is \$153 per hour. The single bid memo was delivered to the Executive Director, who then approved moving forward with the award process and accepting the proposal from Royal Coaches Auto Body & Towing.

Staff recommends the approval of Contract No. 23-1002947 with Royal Coaches Auto Body & Towing for regular FSP tow truck services for Beat No. 23 for a not-to-exceed amount of \$4,532,010. This portion will be funded from State sources that are regularly committed for FSP operations. Staff is also recommending the approval for a not-to-exceed amount of \$500,500 for SBCTA led Construction Freeway Service Patrol (CFSP) support along the I-15 Express Lanes construction project scheduled to start in the Spring/Summer of 2024. This portion will be funded by Measure I Valley Freeway Program funding, and SBCTA staff will determine when and how many hours of CFSP support will be provided.

Staff is also recommending that the Board approve and authorize the Executive Director, or his designee, to release contingency funds for Contract No. 23-1002947, in a not-to-exceed amount of \$685,430.

The SOW is attached and incorporated into the contract as Exhibit A. The pricing information is attached and incorporated into the contract as Exhibit B. Upon Board approval, the contract will be executed, and mobilization will begin in December of 2023, with full FSP service for Beat No. 23 starting on August 1, 2024. The approval of this contract will ensure no disruption of service to the motoring public. The long lead time is needed so that the FSP service provider can procure tow trucks to be used on Beat No. 23 well in advance of the start of operations.

***Financial Impact:***

This item is consistent with the Fiscal Year 2023/2024 Budget.

Board of Directors Agenda Item  
December 6, 2023  
Page 3

***Reviewed By:***

This item was reviewed and recommended for approval (8-0-1; Abstained: Baca) by the General Policy Committee on November 8, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft contract.

***Responsible Staff:***

Rana Semaan, Management Analyst II

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Approved  
Board of Directors  
Date: December 6, 2023  
Witnessed By:

## General Contract Information

Contract No: 23-1002947 Amendment No.: \_\_\_\_\_

Contract Class: Payable Department: Air Quality and Mobility

Vendor No.: 03251 Vendor Name: Royal Coaches Auto Body & Towing

Description: FREEWAY SERVICE PATROL BEAT 23

List Any Related Contract Nos.: \_\_\_\_\_

| Dollar Amount                |   |    |              |                                |  |    |              |
|------------------------------|---|----|--------------|--------------------------------|--|----|--------------|
| Original Contract            |   | \$ | 5,032,510.00 | Original Contingency           |  | \$ | 685,430.00   |
| Prior Amendments             |   | \$ | -            | Prior Amendments               |  | \$ | -            |
| Prior Contingency Released   |   | \$ | -            | Prior Contingency Released (-) |  | \$ | -            |
| Current Amendment            |   | \$ | -            | Current Amendment              |  | \$ | -            |
| Total/Revised Contract Value |   | \$ | 5,032,510.00 | Total Contingency Value        |  | \$ | 685,430.00   |
|                              | Total Dollar Authority (Contract Value and Contingency) |    |              |                                |  | \$ | 5,717,940.00 |

## Contract Authorization

Board of Directors Date: 12/06/2023 Board Item # 10110

## Contract Management (Internal Purposes Only)

Other Contracts \_\_\_\_\_ Sole Source? N/A No Budget Adjustment \_\_\_\_\_

State/Local \_\_\_\_\_ Professional Services (Non-A&E) \_\_\_\_\_ N/A \_\_\_\_\_

## Accounts Payable

|                       |  |            |  |                  |  |            |  |                          |  |                    |  |
|-----------------------|--|------------|--|------------------|--|------------|--|--------------------------|--|--------------------|--|
| Estimated Start Date: |  | 08/01/2024 |  | Expiration Date: |  | 07/31/2029 |  | Revised Expiration Date: |  |                    |  |
| NHS:                  |  | N/A        |  | QMP/QAP:         |  | N/A        |  | Prevailing Wage:         |  | N/A                |  |
|                       |  |            |  |                  |  |            |  | Total Contract Funding:  |  | Total Contingency: |  |
| Fund                  |  | Prog       |  | Task             |  | Sub-Task   |  | Object                   |  | Revenue            |  |
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Rana Semaan

Project Manager (Print Name)

Steven Smith

Task Manager (Print Name)

Additional Notes: MSI Freeway totals (Contract & Contingency) are not part of the 20% DMV Safe Funds as they are SBCTA Led Construction Freeway Service Patrol (CFSP) services. CFSP service hour amounts are not guaranteed and subject to SBCTA approval prior to service execution.

Attachment: CSS - 23-1002947 (10110 : Award Freeway Service Patrol Contract No. 23-1002947 for Freeway Service Patrol Beat No. 23)

**CONTRACT NO. 23-1002947****BY AND BETWEEN****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND****ROYAL COACHES AUTO BODY & TOWING****FOR****FREEWAY SERVICE PATROL BEAT 23**

This contract (referred to as "Contract"), is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA"), whose address is: 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715; and Royal Coaches Auto Body & Towing, a California corporation ("CONTRACTOR"), whose address is: 14827 Ramona Blvd, Baldwin Park, CA 91706. SBCTA and CONTRACTOR are each a "Party" and collectively the "Parties".

**RECITALS:**

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

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

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

**NOW, THEREFORE**, the Parties agree as follows:

**ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK**

- 1.1 CONTRACTOR agrees to perform the work and services set forth in Exhibit A "Scope of Work" ("Work"), in accordance with all applicable professional standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined herein. The word "Work" includes without limitation, the performance, fulfillment and discharge by CONTRACTOR of all obligations, duties, tasks, and services imposed upon or assumed by CONTRACTOR hereunder; and the Work performed hereunder shall be completed to the satisfaction of SBCTA, with SBCTA's satisfaction being based on prevailing applicable professional standards.

- 1.2 CONTRACTOR warrants that all employees shall have sufficient skill and experience to perform the Work assigned to them. CONTRACTOR further represents and warrants to SBCTA that its employees have all licenses, permits, qualifications (including medical certification) and approvals of whatever nature that are required to perform the Work, and that such licenses and approvals shall be maintained throughout the term of this Contract. CONTRACTOR shall perform, at its own cost and expense and without compensation from SBCTA, any Work necessary to correct errors or omissions which are caused by the CONTRACTOR's failure to comply with the standard of care provided for herein, and shall be fully responsible to SBCTA for all damages and other liabilities provided for in the indemnification provisions of this Contract arising from the CONTRACTOR's errors and omissions. Any employee of CONTRACTOR who is determined by SBCTA to be a threat to the safety of persons or property shall be promptly removed by the CONTRACTOR from the duties under the Freeway Services Patrol ("FSP") Program as defined in Exhibit "A" and shall not be re-employed to perform any of the Work on the FSP Program.
- 1.3 The Project Manager for this Contract is Kelly Lynn or such other designee as shall be designated in written notice to CONTRACTOR from time to time by the Executive Director of SBCTA or his or her designee. The Project Manager shall have authority to act on behalf of SBCTA in administering this Contract, including giving notices (including without limitation, notices of default and/or termination), technical directions and approvals; demanding performance and accepting work performed, but is not authorized to receive or issue payments or execute amendments to the Contract itself.

## **ARTICLE 2. CONTRACT TERM**

The Contract term shall commence upon issuance of the first of the following two written Notice To Proceed (NTP) issued by SBCTA's Procurement Analyst: NTP No. 1 for mobilization and NTP No. 2 for the start of service. The Contract shall continue in full force and effect through July 31, 2029 or until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONTRACTOR shall not be compensated for any Work performed or costs incurred prior to issuance of the applicable NTP.

## **ARTICLE 3. COMPENSATION**

- 3.1 Total compensation to CONTRACTOR for full and complete performance of the Scope of Work, identified herein and, in compliance with all the terms and conditions of this Contract, shall be on a FSP Time & Materials basis for all obligations incurred in, or application to, CONTRACTOR's performance of Work, and for which CONTRACTOR shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by SBCTA) shall not exceed the amount set forth in section 3.2 below.
- 3.2 The total Contract Not-To-Exceed Amount is Five Million, Thirty Two Thousand, Five Hundred Ten Dollars (\$5,032,510). All Work provided under this Contract is to be performed as set forth in Exhibit A "Scope of Work". The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and include CONTRACTOR's

direct labor costs, indirect costs, and profit. SBCTA will not compensate CONTRACTOR for any expenses not shown in Exhibit B or agreed to and approved by SBCTA as required under this Contract.

- 3.3 The hourly rates under this contract are identified in Exhibit "B". Identified below are the amounts authorized to be compensated for the following:
  - 3.3.1 Extra Time: Will be compensated in one-minute increments when a truck goes beyond the end of its normal shift.
  - 3.3.2 Non-Penalized Down Time: Assessed in one-minute increments when a truck is "out of service" without violation, as set forth in Exhibit "C".
  - 3.3.3 Penalized Down Time: Assessed at five (5) times the hourly rate, broken down into one minute increments, when a truck is "out of service" in violation of the Contract, as set forth in Exhibit "C".
  - 3.3.4 Final extra time and penalty times shall be assessed at the sole discretion of SBCTA.
- 3.4 Intentionally Omitted
- 3.5 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Contract, shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.
  - 3.5.1 CONTRACTOR agrees to comply with Federal requirements in accordance with 2 CFR, Parts 200 and 1201, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
  - 3.5.2 Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31, or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be repaid by CONTRACTOR to SBCTA.
- 3.6 Any Work provided by CONTRACTOR not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be CONTRACTOR's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.
- 3.7 All subcontracts in excess of \$25,000 shall contain the above provisions.



## ARTICLE 4. INVOICING

- 4.1 Payment to CONTRACTOR as provided herein shall be payable in monthly billing period payments, forty-five (45) calendar days after receipt of an acceptable invoice by SBCTA prepared in accordance with instructions below. Payment shall not be construed to be an acceptance of Work.
- 4.2 CONTRACTOR shall prepare invoices in a form satisfactory to and approved by SBCTA, and it shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a monthly billing period and will be marked with SBCTA'S contract number, description and task order number, if applicable. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice, except for the month of June, for which the invoice must be submitted by July 10<sup>th</sup>. Invoices shall include request for payment for Work (including additional services authorized by SBCTA) completed by CONTRACTOR during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONTRACTOR. Any costs incurred by CONTRACTOR in connection with the resubmission of a proper invoice shall be at CONTRACTOR'S sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCTA has received and approved all Work and deliverables. Invoices should be e-mailed to SBCTA at the following address:  
[ap@gosbcta.com](mailto:ap@gosbcta.com)
- 4.3 CONTRACTOR shall include a statement and release with each invoice, satisfactory to SBCTA, that CONTRACTOR has fully performed the Work invoiced pursuant to the Contract for the period covered, that all information included with the invoice is true and correct, and that all payments to and claims of CONTRACTOR for its Work during the period will be satisfied upon making of such payment. SBCTA shall not be obligated to make payments to CONTRACTOR until CONTRACTOR furnishes such statement and release.
- 4.4 INTENTIONALLY OMITTED
- 4.5 No payment will be made prior to approval of any Work, nor for any Work performed prior to issuance of the applicable NTP or an applicable CTO, nor for any Work under any amendment to the Contract until SBCTA's Awarding Authority takes action.
- 4.6 INTENTIONALLY OMITTED
- 4.7 INTENTIONALLY OMITTED
- 4.8 CONTRACTOR agrees that throughout the term of this Contract, it shall not enter into any other FSP service contracts with any other public entities within the Southern California region, pursuant to which CONTRACTOR agrees to charge "FSP" service fees less than those charged under this Contract for substantially the same level of "FSP" services contemplated by this Contract. Should SBCTA establish that CONTRACTOR has agreed to charge such lower fees to another government agency, CONTRACTOR agrees to reduce its fees under the Contract to the lower fees charged to the other governmental agency and

to refund SBCTA an amount equal to the difference between the fees provided in this Contract and the lower fees charged to the other government agency.

#### 4.9 **EXTRA WORK:**

At any time during the term of this Contract, SBCTA may request CONTRACTOR to perform Extra Work. "Extra Work" shall mean any work which is determined by SBCTA to be necessary for proper completion of the Work, but which the parties did not reasonably anticipate would be necessary at the time of the execution of this Contract. Such work includes Construction FSP services, Weekend FSP services, and coverage of other Beats for which Contractors are selected in SBCTA's sole determination based on their Beat proximity and performance. "Extra Work" shall be compensated at the hourly rate as identified in Exhibit "B". CONTRACTOR shall not perform, nor be compensated for, Extra Work except as specifically authorized by SBCTA in writing prior to performance. Authorization for Extra Work up to \$25,000.00 will be subject to prior verification of then-existing contract authority and must be pursuant to SBCTA program manager's prior written approval, which may be provided via email. Authorization for "Extra Work" above \$25,000.00 must be issued by a written contingency amendment or contract amendment as applicable. All terms and conditions of this Contract shall apply to any "Extra Work" performed.

#### 4.10 **COVERAGE OF OTHER BEATS**

At times, other FSP Contractors will not be able to cover their shifts or complete their contractual obligations. A CONTRACTOR assigned to provide coverage on another contract/Beat is considered Extra Work and required to follow all FSP operational rules, policies and procedures for that Beat. CONTRACTOR's hourly rate for coverage shall be contracted FSP service hourly rate in this agreement.

In order for a CONTRACTOR to be considered for coverage of other Beats, the following criteria must be followed:

- CONTRACTOR is willing to provide coverage;
- CONTRACTOR is in good standing with CHP and SBCTA;
- There are funds available to cover the cost of the providing the coverage;
- CONTRACTORS should consider distance to the location of additional coverage and Log Book requirements before accepting service under this section;

#### 4.11 **CONSTRUCTION FSP:** Construction FSP (CFSP) services are FSP services that are provided along a segment of highway that falls within a construction zone. This work is paid for with funds from specific projects and not the FSP State Highway Account/FSP SB1 funds. This is considered to be Extra Work as described in Section 4.9, and will all require the authorization of SBCTA's Program Manager in writing as well as a written contingency amendment or contract amendment as appropriate. There are three types of CFSP services that can occur:

1. Caltrans requested CFSP: Caltrans led projects that are part of a Caltrans/SBCTA CFSP Cooperative agreement. These projects will require a

cooperative agreement with Caltrans and the issuance of a Caltrans Task Order (CTO).

2. SBCTA requested CFSP: SBCTA led projects that will be funded by SBCTA.
3. City requested CFSP: City led projects that will be funded by the City.

Construction FSP services will typically be performed during non-regular SBCTA FSP hours. Should there be any cancellation of work, the following schedule will be followed for compensation of cancelled work:

- If the CONTRACTOR is scheduled to patrol the construction site, and is notified of a cancellation with less than a 24-hour notice, the CONTRACTOR will be compensated for three (3) hours of the agreed upon hourly truck rate.
- If the CONTRACTOR is notified during a CFSP beat that CFSP has been cancelled, the FSP operator will be paid for the entire shift period up to a maximum of eight (8) hours.

For purposes of CFSP, a shift period is defined as: the actual time of the CFSP shift assigned or a maximum of eight (8) contract truck hours, whichever is less.

The supervising FSP CHP Officer for the CFSP beat will make the final determination as to whether the CONTRACTOR will continue the CFSP beat or will return to its office.

#### **ARTICLE 5. MOBILIZATION COSTS PAYMENT**

The mobilization costs advance payment was made to CONTRACTOR to help offset pre-start date costs. CONTRACTOR shall pay back the Zero (\$0) advance payment made at the time that the NTP No. 1 was provided. CONTRACTOR shall pay back this payment in twelve (12) equal monthly installments to be deducted from their monthly invoice by the Project Manager.

Failure to pay back the entirety of the Mobilization costs will result in withholding remaining balance from the final payment in the event of early termination.

#### **ARTICLE 6. TAXES, DUTIES AND FEES**

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

#### **ARTICLE 7. AVAILABILITY OF FUNDS**

The award and performance of this Contract is contingent on the availability of funds. If funds are not appropriated and/or allocated and available to SBCTA for the continuance of Work performed by CONTRACTOR, Work directly or indirectly involved may be suspended or terminated by SBCTA at the end of the period for which funds are available. When SBCTA becomes aware that any portion of Work will or may be affected by a shortage of funds, it will promptly notify CONTRACTOR. Nothing herein shall relieve SBCTA from its obligation to compensate

CONTRACTOR for work already performed pursuant to this Contract. No penalty shall accrue to SBCTA in the event this provision is exercised.

## **ARTICLE 8. PERMITS AND LICENSES**

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

## **ARTICLE 9. DOCUMENTATION AND RIGHT TO AUDIT**

- 9.1 CONTRACTOR shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer. CONTRACTOR shall provide SBCTA, the California State Auditor, or other authorized representatives of SBCTA, access to CONTRACTOR's records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONTRACTOR further agrees to maintain separate records for costs of Work performed by amendment. CONTRACTOR shall allow SBCTA, its representatives and agents to reproduce any materials as reasonably necessary.
- 9.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA and/or any state or federal agency funding this Project at any time. After CONTRACTOR receives any audit recommendations, the cost or price proposal shall be adjusted by CONTRACTOR and approved by SBCTA's Project Manager to conform to the audit recommendations. CONTRACTOR agrees that individual items of cost identified in the audit report may be incorporated into the Contract at SBCTA's sole discretion. Refusal by CONTRACTOR to incorporate the audit or post award recommendations will be considered a breach of the Contract and cause for termination of the Contract. Any dispute concerning the audit findings of this Contract shall be reviewed by SBCTA's Chief Financial Officer. CONTRACTOR may request a review by submitting the request in writing to SBCTA within thirty (30) calendar days after issuance of the audit report

## **ARTICLE 10. RESPONSIBILITY OF CONTRACTOR**

- 10.1 CONTRACTOR shall be responsible for the professional quality, technical accuracy, and assurance of compliance with all applicable federal, State and local laws and regulations and other Work furnished by CONTRACTOR under the Contract. The Contract includes reference to the appropriate standards for Work performance stipulated in the Contract.
- 10.2 Damage Complaints – CONTRACTOR shall notify CHP of a damage complaint from a motorist assisted by CONTRACTOR within eight (8) hours of CONTRACTOR's receipt of the complaint. CONTRACTOR's notice to CHP shall include the nature of the damage alleged. CONTRACTOR shall call the complainant within 24 hours of receipt of the complaint. If necessary, within 48 hours of receipt of the complaint, CONTRACTOR shall send an authorized representative and/or a representative of CONTRACTOR's insurer to inspect the vehicle and complete an incident report. If the investigation shows that CONTRACTOR caused the damage to the vehicle, CONTRACTOR shall negotiate in a

good faith effort to resolve the claim, and shall report to the CHP the result of the negotiations. All complaints shall be resolved within a reasonable period of time after original notice.

- 10.3 Damage Complaint Review Committee –The committee is comprised of CHP and SBCTA representatives. The committee will investigate damage complaints if necessary and make recommendations to the CONTRACTOR.
- 10.4 In addition to any other requirements of this Contract or duties and obligations imposed on CONTRACTOR by law, CONTRACTOR shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the Project and the Work performed by CONTRACTOR within the areas of CONTRACTOR's expertise. At any time during performance of the Scope of Work, should CONTRACTOR observe, encounter, or identify any unusual circumstances or uncertainties which could pose potential risk to SBCTA or the Project, CONTRACTOR shall immediately document such matters and notify SBCTA in writing. CONTRACTOR shall also similarly notify SBCTA in regard to the possibility of any natural catastrophe, or potential failure, or any situation that exceeds assumptions and could precipitate a failure of any part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

## **ARTICLE 11. REPORTING**

All reports shall be submitted in accordance with Exhibit A "Scope of Work". At a minimum, CONTRACTOR shall submit quarterly asset inventory reports. The report shall be sufficiently detailed for SBCTA to sufficiently address any difficulties or problems encountered with SBCTA owned property, so remedies can be developed.

## **ARTICLE 12. TECHNICAL DIRECTION**

- 12.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager who is identified in Section 1.2, above. The term "Technical Direction" is defined to include, without limitation:
- 12.1.1 Directions to CONTRACTOR, which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the Scope of Work.
  - 12.1.2 Provision of written information to CONTRACTOR, which assists in the interpretation of reports, or technical portions of the Scope of Work described herein.
  - 12.1.3 Review and, where required by the Contract, approval of technical reports, and technical information to be delivered by CONTRACTOR to SBCTA under the Contract.
  - 12.1.4 SBCTA's Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications



are limited to: substitutions of personnel identified in the Contract, including Key Personnel; modifications to classifications, hourly rates and names of personnel; and modifications of the address of the CONTRACTOR. All such modifications will be documented in writing between the Parties.

- 12.2 Technical Direction must be within the Scope of Work under this Contract. Except as provided with regard to Extra Work in Section 4.9, SBCTA's Project Manager does not have the authority to, and may not, issue any Technical Direction which:

12.2.1 Increases or decreases the Scope of Work;

12.2.2 Directs CONTRACTOR to perform Work outside the original intent of the Scope of Work;

12.2.3 Constitutes a change as defined in the "CHANGES" Article of the Contract;

12.2.4 In any manner causes an increase or decrease in the Contract price as identified in the "COMPENSATION" Article or the time required for Contract performance;

12.2.5 Changes any of the expressed terms, conditions or specifications of the Contract; unless identified herein;

12.2.6 Interferes with CONTRACTOR's right to perform the terms and conditions of the Contract unless identified herein; or

12.2.7 Approves any demand or claims for additional payment.

- 12.3 Failure of CONTRACTOR and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the provisions of "DISPUTES" Article herein.

- 12.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.

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

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

12.5.2. Advise CONTRACTOR within a reasonable time whether SBCTA will or will not issue a written amendment.



## **ARTICLE 13. CHANGES**

- 13.1 The Work shall be subject to changes by additions, deletions, or revisions made by SBCTA. CONTRACTOR will be advised of any such changes by written notification from SBCTA describing the change. Except as provided in Section 4.9, this notification will not be binding on SBCTA until SBCTA's Awarding Authority has approved an amendment to this Contract.
- 13.2 Promptly after such written notification of change is given to CONTRACTOR by SBCTA, the Parties will attempt to negotiate a mutually agreeable adjustment to compensation or time of performance, and amend the Contract accordingly, except as provided in Section 4.9.

## **ARTICLE 14. EQUAL EMPLOYMENT OPPORTUNITY**

- 14.1 During the term of this Contract, CONTRACTOR shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military and veteran status. CONTRACTOR agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
- 14.2 The CONTRACTOR shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, CONTRACTOR will ensure their services are consistent with and comply with obligations and procedures outlined in SBCTA's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.

## **ARTICLE 15. CONFLICT OF INTEREST**

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

## **ARTICLE 16. KEY PERSONNEL**

The personnel specified below are considered to be essential to the Work being performed under this Contract. Prior to diverting any of the specified individuals to other projects, or reallocation of any tasks or hours of Work that are the responsibility of key personnel to other personnel, CONTRACTOR shall notify SBCTA in writing in advance and shall submit justifications (including proposed substitutions, resumes and payroll information to support any changes to the

labor rates) in sufficient detail to permit evaluation of the impact on the Project. Diversion or reallocation of key personnel shall not be made without prior written consent of SBCTA's Project Manager. CONTRACTOR shall not substitute any key personnel without the prior written consent of SBCTA. In the event that the Parties cannot agree as to the substitution of key personnel, SBCTA may terminate this Contract. Key Personnel are:

| <b>Name</b>            | <b>Job Classification/Function</b>  |
|------------------------|---|
| Bill Salazar           | President & CEO   |
| Juan (Johnny) Perez    | FSP Program Manager   |
| Mike Perez             | FSP Asst. Prog. Mgr. Resource & Scheduling Lead, Proposed SBCTA Beat 23 Beat Manager          |
| David Acevedo          | FSP Asst. Prog. Mgr. Quality Assurance  |
| German (Danny) Fajardo | FSP Asst. Prog. Mgr. Certificates & License Compliance, RCTC Express Lanes 91/15 Beat Manager |
| Miguel Coronado        | FSP Asst. Prog. Mgr. CFSP, Beats 9, 31 & 10   |
| Timothy Chilikoff      | Asst. Prog. Mgr. Beats 29, 14 & 18/19   |
| Arion Martinez         | Asst. Prog. Mgr. Beats 1, 2 & 25  |
| Adrain Cotton          | Asst. Prog. Mgr. Beats 20 & 35  |
| Carlos Solorzano       | Maintenance   |
| Laura Cordova          | Office/Accounting Manager   |

## **ARTICLE 17. REPRESENTATIONS**

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

## **ARTICLE 18. PROPRIETARY RIGHTS/CONFIDENTIALITY**

- 18.1 If, as a part of this Contract, CONTRACTOR is required to produce materials, documents data, or information ("Products"), then CONTRACTOR, if requested by SBCTA, shall deliver to SBCTA the original of all such Products which shall become the sole property of SBCTA.
- 18.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONTRACTOR in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONTRACTOR without the express written consent of SBCTA.
- 18.3 Except as reasonably necessary for the performance of the Work, CONTRACTOR agrees that it, its employees and agents will hold in confidence and not divulge to third parties without prior written consent of SBCTA, any information obtained by CONTRACTOR from or through SBCTA unless (a) the information was known to CONTRACTOR prior to obtaining same from SBCTA pursuant to a prior contract; or (b) the information was at

the time of disclosure to CONTRACTOR, or thereafter becomes, part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONTRACTOR or its employees and agents, or (c) the information was obtained by CONTRACTOR from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONTRACTOR's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article, which are produced by CONTRACTOR, until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act, or other law, or otherwise become public information through no fault of CONTRACTOR, or its employees or agents.

- 18.4 CONTRACTOR shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 18.5 All press releases, or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by both Parties.

## **ARTICLE 19. TERMINATION**

- 19.1 Termination for Convenience - SBCTA shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONTRACTOR specifying the date of termination. On the date of such termination stated in said notice, CONTRACTOR shall promptly discontinue performance of Work.
  - 19.1.1 If CONTRACTOR has fully and completely performed all obligations under this Contract up to the date of termination, CONTRACTOR shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
  - 19.1.2 CONTRACTOR shall be entitled to receive the actual costs incurred by CONTRACTOR to return CONTRACTOR's tools and equipment, if any, to it or its suppliers' premises in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.
- 19.2 Termination for Cause - In the event CONTRACTOR shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONTRACTOR or a receiver shall be appointed on account of its insolvency, or if CONTRACTOR shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further

payments to CONTRACTOR; (b) stop any Work of CONTRACTOR related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONTRACTOR specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of SBCTA owned tools and equipment by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONTRACTOR shall not be considered to be a waiver of any subsequent default of CONTRACTOR, of the same or any other provision, nor be deemed to waive, amend, or modify any term of this Contract.

19.2.1 CONTRACTOR shall deliver to SBCTA all SBCTA owned tools and equipment under this Contract prepared by CONTRACTOR or furnished to CONTRACTOR by SBCTA within ten (10) working days of said notice.

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

## **ARTICLE 20. STOP WORK ORDER**

Upon failure of CONTRACTOR to comply with any of the requirements of this Contract, SBCTA shall have the right to stop any or all Work affected by such failure until such failure is remedied or to terminate this Contract in accordance with section "Termination For Cause" above.

## **ARTICLE 21. CLAIMS**

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

## **ARTICLE 22. INSURANCE**

22.1 Prior to commencing the Work, at all times during the performance of the Work and for such additional periods as required herein, CONTRACTOR shall, at CONTRACTOR's sole expense, procure and maintain road form insurance coverage at least as broad as the following minimum requirements specified below:

22.1.1 Worker's Compensation/Employer's Liability Insurance – The policies must include the following:

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

Such policies shall contain a waiver of subrogation in favor of the parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable workers' compensation laws in effect during performance of the Work by CONTRACTOR

or any subcontractor of any tier. All subconsultants of any tier performing any portion of the Work for CONTRACTOR shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONTRACTOR and all parties named as Indemnitees below. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

22.1.2 Garage Liability/Commercial General Liability. The policy must include the following:

- CONTRACTOR shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$5,000,000 each occurrence**.
- The policy shall be appropriate for the CONTRACTORS business and at a minimum shall include, coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in the CONTRACT), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy (ies), and products and completed operations.
  - \$5,000,000 per occurrence for property damage or bodily injury
  - \$1,000,000 per occurrence limit for personal injury and advertising injury
  - \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage.
  - If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 25 04).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

All sub-contractors of any tier performing any portion of the WORK for CONTRACTOR shall also obtain and maintain the CGL insurance coverage with limits equal to or above the limits required of the CONTRACTOR.

22.1.3 Umbrella/Excess CGL Insurance:

If the CONTRACTOR elects to include an umbrella policy to cover any of the excess limits required beyond the commercial general liability policy and/or the commercial tow truck automobile liability policy, then the policy must include the following:

- The umbrella or excess policy shall follow form over the CONTRACTOR's primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
- The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.



- The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
- There shall be no statement limiting the coverage provided to the parties listed as additionally insured or as indemnitees below.

22.1.4 Commercial Tow Truck Auto Insurance. The policy must include the following and may be combined with the excess liability policy to provide limits of coverage not less than:

- Auto Liability limits of not less than \$5,000,000 each accident. Combined Bodily Injury and Property Damage Liability insurance
- Coverage must include scheduled autos, hired or non-owned autos
- Garage Keepers liability shall be provided under this policy or the Commercial General liability policy as a result of an endorsement or in a stand-alone Garage Keepers Coverage policy. Garage Keepers liability limits shall be equal to the estimated value of all vehicles that could be located at a single location or \$300,000, whichever is greater.
- On-Hook/Tow & Hitch Coverage -The policy must include, or a stand alone policy be issued, that includes the following:
  - \$100,000 Limit
  - Coverages for physical damages from accidents or damages to property occurring while a vehicle is in tow with limits of no less than the replacement cost coverage with no coinsurance penalty provisions, or depreciation costs.
  - Cargo coverage shall be provided under this policy as a result of an endorsement or in a stand-alone Cargo Coverage policy.

The commercial tow truck automobile liability insurance shall be written on the most recent edition of ISO form or equivalent acceptable to SBCTA and shall include, without limitation, contractual liability coverage and additional insured status for the Additional Insureds named below. CONTRACTOR waives all rights of subrogation against the Additional Insureds named below, for recovery of loss, injury and/or damages to the extent such loss, injury and/or damages are covered by the commercial tow truck automobile liability insurance required herein.

22.1.5 Pollution Liability. The policy must include the:

- \$1,000,000 per claim or occurrence limits/\$2,000,000 in the aggregate.
- Coverage shall be written on an ISO form appropriate for the CONTRACTOR's business and work under this contract.

## 22.2 General Provisions

22.2.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VII or better and if policies are written by insurance carriers that are non-admitted but authorized to conduct



business in the state of California, then they must meet the current A.M. Best rating of A-: X or better, unless otherwise approved in writing by SBCTA's Risk Manager.

- 22.2.2 Additional Insured Coverage. All policies, except those for Workers' Compensation insurance and pollution liability insurance shall be endorsed by ISO Form CG 20 12 11 85, or if not available, then ISO Form CG 20 26, to name San Bernardino County Transportation Authority and California Highway Patrol (CHP) and California Department of Transportation (Caltrans) their officers, directors, members, employees, and agents, as additional insureds ("Additional Insureds"). With respect to all liability, claims or losses arising out of or connected with work or operations performed by or on behalf of the CONTRACTOR permitted under this CONTRACT, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for any additional insured to vicarious liability, but shall allow coverage for SBCTA to the full extent provided by the policy.
- 22.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including certificates of insurance and the required endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP No. 2 or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONTRACTOR shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.
- 22.2.4 Deductibles. Regardless of the allowance of exclusions or deductibles by SBCTA, CONTRACTOR shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONTRACTOR will pay, and shall require its sub-CONTRACTORS to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. Without SBCTA's Risk Manager's expressed written approval no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONTRACTOR shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONTRACTOR shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion deems necessary to

approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONTRACTOR. The Contractor's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any Contractor's deductible or SIR.

- 22.2.5 CONTRACTOR's and Sub-contractor's Insurance will be Primary. All policies required to be maintained by the CONTRACTOR or any subconsultant with the exception of Professional Liability and Worker's Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONTRACTOR's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 22.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONTRACTOR hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONTRACTOR shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONTRACTOR shall require all of the policies and coverages required in Article 22 of this CONTRACT to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONTRACTOR from waiving the right of subrogation prior to a loss or claim.
- 22.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONTRACTOR will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONTRACTOR will provide SBCTA ten (10) days prior written notice. In any event, CONTRACTOR will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONTRACTOR receives within one business day after CONTRACTOR receives it by submitting it to SBCTA at [procurement@SBCTA.ca.gov](mailto:procurement@SBCTA.ca.gov) to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.
- 22.2.8 Enforcement. SBCTA may take any steps as are necessary to assure CONTRACTOR's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONTRACTOR fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONTRACTOR or withhold

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

- 22.2.9 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 22.2.10 Higher limits. If CONTRACTOR maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.
- 22.2.11 Special Risks or Circumstances. SBCTA 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.
- 22.2.12 Project Specific Insurance - All insurance coverage required to be provided by CONTRACTOR, with the exception of automobile liability, pollution 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 23. INDEMNITY

### 23.1 INTENTIONALLY OMITTED.

23.2 For all Work and obligations under this Contract, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, California Highway Patrol (CHP) and California Department of Transportation (Caltrans) and their respective 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 an indemnified party 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 an indemnified party's "active" as well as "passive"

negligence, but does not apply to an indemnified party's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

#### **ARTICLE 24. ERRORS AND OMISSIONS**

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

#### **ARTICLE 25. OWNERSHIP OF DOCUMENTS**

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

#### **ARTICLE 26. SUBCONTRACTS**

CONTRACTOR shall not subcontract performance of all or any portion of work/employees under this contract.

#### **ARTICLE 27. RECORD INSPECTION AND AUDITING**

SBCTA, or any of its designees, representatives or agents shall at all times have access during normal business hours to CONTRACTOR's operations and products wherever they are in preparation or progress, and CONTRACTOR shall provide sufficient, safe, and proper facilities for such access and inspection thereof. Inspection or lack of inspection by SBCTA shall not be deemed to be a waiver of any of their rights to require CONTRACTOR to comply with the Contract or to subsequently reject unsatisfactory Work or products.

#### **ARTICLE 28. INDEPENDENT CONTRACTOR**

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

#### **ARTICLE 29. ATTORNEY'S FEES**

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

### **ARTICLE 30. GOVERNING LAW AND VENUE**

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

### **ARTICLE 31. FEDERAL, STATE AND LOCAL LAWS**

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

### **ARTICLE 32. PRECEDENCE**

- 31.1 The Contract consists of this Contract's Articles, Exhibit A "Scope of Work", and Exhibit B "Price Form for Time and Materials", Exhibit "C" Summary of FSP Violations and Penalties, the Standard Operating Procedures Manual, issued by the California Highway Patrol, SBCTA's Request for Proposal and CONTRACTOR's proposal, all of which are incorporated into this Contract by this reference.
- 31.2 The following order of precedence shall apply: first, the Contract Articles; second the Standard Operating Procedures (SOP) manual; third, Exhibits A and B and C (equal precedence); fourth, SBCTA's Request for Proposal; and last, CONTRACTOR's proposal. In the event of a conflict between the Contract Articles and the Scope of Work, the Contract Articles will prevail.
- 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, CONTRACTOR shall notify SBCTA in writing within three (3) business days of its discovery of the conflict and shall comply with SBCTA's resolution of the conflict.

### **ARTICLE 33. COMMUNICATIONS AND NOTICES**

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



|                                     |  |
|-------------------------------------|--|
| <b>To CONTRACTOR</b>                | <b>To SBCTA</b>  |
| <b>14827 Ramona Blvd</b>            | <b>1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor</b> |
| <b>Baldwin Park, CA 91706</b>       | <b>San Bernardino, CA 92410-1715</b>                       |
| <b>Attn: William Salazar</b>        | <b>Attn: Kelly Lynn/klynn@gosbcta.com</b>                  |
|                                     | <b>cc: Procurement Manager</b>                             |
| <b>Phone: (626) 960-1824</b>        | <b>Phone: (909) 884-8276</b>                               |
| <b>Email: bill@royalcoaches.com</b> | <b>Email: procurement@gosbcta.com</b>                      |

#### **ARTICLE 34. 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, costs, expenses, Work to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA's Procurement Manager within thirty (30) calendar days after notice thereof in writing which shall include a particular statement of the grounds of the dispute. If CONTRACTOR does not agree with the decision, then CONTRACTOR shall have ten (10) calendar days after receipt of the decision in which to file a written appeal thereto with SBCTA's Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONTRACTOR, then such dispute is reviewable by a court of competent jurisdiction.
- 33.2 During resolution of the dispute, CONTRACTOR shall proceed with performance of this Contract with due diligence.

#### **ARTICLE 35. GRATUITIES**

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

#### **ARTICLE 36. REVIEW AND ACCEPTANCE**

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

#### **ARTICLE 37. CONFIDENTIALITY**

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



**ARTICLE 38. EVALUATION OF CONTRACTOR**

CONTRACTOR's performance may be evaluated by SBCTA periodically throughout the Contract performance period. A copy of the evaluation will be given to CONTRACTOR for its information. The evaluation information shall be retained as part of the Contract file and may be used to evaluate CONTRACTOR if it submits a proposal on a future RFP issued by SBCTA.

**ARTICLE 39. DRIVING RECORD AND CRIMINAL HISTORY CHECK**

Pursuant to California Vehicle Code Sections 2430 *et seq.*, CONTRACTOR and its employees performing Work under this Contract are required to have a current, valid California driver's license and must undergo a Criminal History Check and driver's license check. Only after a completed CHP 234F and CHP 234 supplemental is received and accepted by CHP will a check of driver's license and criminal history be performed. Criminal history checks will be completed by CHP upon the acceptance of a CHP 234F. Any employee of the CONTRACTOR not meeting the requirements identified herein will be automatically excluded from performing Work under this Contract. In addition, SBCTA and/or CHP may, in their sole discretion, require CONTRACTOR to replace any employee or potential employee who is determined to be unsuitable to represent the FSP Program based on the Criminal History Check.

**ARTICLE 40. SAFETY**

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

**ARTICLE 41. DRUG FREE WORKPLACE**

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

**ARTICLE 42. ASSIGNMENT**

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

**ARTICLE 43. AMENDMENTS**

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

**ARTICLE 44. PREVAILING WAGES**

INTENTIONALLY OMITTED

## **ARTICLE 45. CONTINGENT FEE**

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

## **ARTICLE 46. FORCE MAJEURE**

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

## **ARTICLE 47. WARRANTY**

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

## **ARTICLE 48. ENTIRE DOCUMENT**

- 48.1 This Contract constitutes the sole and only agreement governing the Work and supersedes any prior understandings, written or oral, between the Parties respecting the Project. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been expressly incorporated into this Contract.
- 48.2 No agent, official, employee or representative of SBCTA has any authority to bind SBCTA to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONTRACTOR hereby stipulates that it has not relied, and will not rely, on same.
- 48.3 Both Parties have been represented or had the full opportunity to be represented by legal counsel of their own choosing in the negotiation and preparation of this Contract.

Therefore, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either Party.

**ARTICLE 49. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT**

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

**ARTICLE 50. MOST FAVORED NATIONS CLAUSE**

CONTRACTOR agrees that, throughout the term of this Contract, it shall not enter into any FSP services agreement with any other government agency pursuant to which CONTRACTOR agrees to charge FSP service fees less than those provided for by this Contract for substantially the same level of FSP service. Should SBCTA establish that CONTRACTOR has agreed to provide substantially similar FSP services to one or more other government agencies at lower fees, CONTRACTOR agrees to reduce the fees charged to SBCTA to the lower amount charged to the other government agency.

**ARTICLE 51. EFFECTIVE DATE**

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

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

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

**ROYAL COACHES AUTO BODY & TOWING**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
William Salazar  
President

Date: \_\_\_\_\_

By: \_\_\_\_\_  
William Salazar  
Secretary

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Dawn M. Rowe  
President, Board of Directors

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Juanda L. Daniel  
Assistant General Counsel

**CONCURRENCE**

By: \_\_\_\_\_  
Shaneka M. Morris  
Procurement Manager

**EXHIBIT A “SCOPE OF WORK”**

DRAFT

**EXHIBIT A  
SCOPE OF WORK  
RFP NO. 23-1002947  
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY  
(SBCTA)  
FREEWAY SERVICE PATROL (FSP)  
BEAT NO. 23- INTERSTATE 15 (I-15) FROM JURUPA STREET  
(RIVERSIDE COUNTY LINE) TO SIERRA AVENUE**

**1.0 SUMMARY SCOPE OF WORK**

**FSP PROGRAM PURPOSE SUMMARY**

The purpose of the SBCTA FSP Program is offered in partnership by SBCTA, California Highway Patrol (CHP), and the California Department of Transportation (Caltrans). The goal of this partnership and of the SBCTA FSP Program is to keep the freeways moving and reduce the chance of secondary accidents. FSP is a team of tow trucks that travel on select San Bernardino County freeways during peak commute hours to assist motorists with car trouble. FSP Tow Truck Drivers will assist the motorists by providing services ranging from changing a flat tire to providing minor mechanical assistance, at no cost to the motorist.

**NOTICE TO PROCEED (NTP) NO. 1 (DECEMBER, 2023):**

The deliverables associated with NTP No. 1 of this CONTRACT include the project ramp-up/preparation, the purchase of the required number of FSP certified tow trucks, and equipment installations in accordance with section 4.0 "Equipment Requirements". Moreover driver trainings, and inspections in accordance with section 5.0 "Drivers."

**NTP NO. 2 (ESTIMATED JULY 1, 2024):**

The deliverables associated with NTP No. 2 is the start of FSP program operations.

CONTRACTOR's FSP Certified Tow Truck Drivers ("Driver or Drivers") shall assist motorists involved in minor accidents and those with disabled vehicles. When and where conditions warrant, service may take place on the freeway shoulders. Where conditions **DO NOT** warrant, Drivers will move the vehicles from the freeway to provide services pursuant to the Standard Operating Procedures (SOP) Manual. The Drivers shall continuously patrol their assigned Beat, respond to California Highway Patrol (CHP) dispatched calls for service, and use the designated turnaround locations and designated drop points assigned by CHP.

The CONTRACTOR's FSP trucks shall be exclusively dedicated to providing FSP services during the designated hours of operation. All FSP tow truck maintenance activities for the primary and back-up tow trucks shall be conducted during non-designated service hours.

The Drivers may be required to change flat tires, provide "jump" starts, provide one gallon of gasoline or diesel fuel, temporarily tape cooling system hoses, and refill radiators. These services are not all-inclusive. Where conditions permit, safe removal of small debris may also be required. The Drivers are to spend a maximum of ten (10) minutes per disablement in attempting to mobilize a vehicle.



If a disabled vehicle cannot be mobilized within the ten-minute (10) time limit, it shall be offered to be towed to a designated drop point identified by the CHP. The motorist can request the FSP Driver to contact the CHP Communications Center to request a CHP Rotation Tow or other services. A Driver shall not be allowed to tow as an independent CONTRACTOR from an incident that occurred during the FSP shift. This is only allowed after the shift is over and the CONTRACTOR is called as a Rotation Tow by CHP. If called as a Rotation Tow Operator after an FSP shift, the Driver must remove all FSP markings such as vests, uniforms and any sort of FSP signage.

All FSP services shall be provided at no cost to the motorist. The Drivers shall not accept any gratuities, gifts or money to perform any other services, recommend secondary tows, or recommend repair/body shop businesses. The CONTRACTOR shall follow the SOP Manual. The CHP is responsible for the day-to-day field supervision of the FSP Program; therefore, policies and procedures are outlined in the SOP Manual. To promote a safe work environment and to maintain a high level of professionalism, the CONTRACTOR and their Drivers must follow the SOP Manual as this document and all updates will be incorporated into the CONTRACTOR's agreement. Please note that the SOP Manual is updated as needed, and that the CONTRACTOR is responsible to operate and adhere to the most recent version of the SOP Manual at all times.

There may be some instances where the Driver may be requested to provide assistance to CHP Officers in the field. When a CHP Officer in the field directs a Driver to complete a task, the Driver shall follow those directions provided, given the task does not endanger the Driver or the public and is within the Driver's skills and training. The Driver shall only advise the officer of the possible dangers. If the task is not within the FSP policy, an FSP CHP Officer should be notified of the incident. Drivers should not tell the CHP Officer they will not perform the task requested UNLESS they believe they are unable to perform the task safely. Afterwards, FSP CHP Officers will take the necessary steps to avoid future misunderstandings between the Officer and FSP.

CONTRACTOR shall provide the rapid removal of disabled vehicles and those involved in minor accidents from the freeway. The required number of FSP certified Trucks for Beat No. 23 is two (2) primary certified FSP Trucks and one (1) certified back-up FSP Tow Truck.

At times, SBCTA, a city, and/or the California Department of Transportation (Caltrans) will have construction projects on the highways that may require Construction FSP. Typically this will take place along a highway segment that is a construction zone with no inside or outside shoulder areas, or the shoulders available are not wide enough to accommodate vehicles. This work is paid for with funds from specific projects and not the FSP State Highway Account/FSP SB1 funds. This is considered to be Extra Work as described in Section 4.9 of the contract, and will all require the authorization of SBCTA's FSP Program Manager in writing as well as a written contingency amendment or contract amendment as appropriate. There are three types of CFSP services that can occur:

1. Caltrans requested CFSP: Caltrans led projects that are part of the Caltrans/SBCTA CFSP Cooperative agreement. These projects will also require the issuance of a Caltrans task order.
2. SBCTA requested CFSP: SBCTA led projects that will be funded by SBCTA.
3. City requested CFSP: City led projects that will be funded by the City.

## **FSP HOURS OF OPERATION**

FSP standard hours of operation are:

- Monday through Friday morning shift hours are scheduled from 5:30 am to 8:30 am;
- Monday through Thursday afternoon shift hours are slated from 2:00 pm to 6:30 pm;
- Friday afternoon shift is scheduled from 12:00 pm to 6:30 pm;
- Saturday and Sunday shifts (If applicable to the primary FSP Beat) are scheduled from 10:00 am to 6:00 pm.

**SBCTA reserves the right to change Beat hours and operational requirements during the course of the Contract. Written notice from SBCTA shall be required for commencement and termination of “Extra Work”.**

## **FSP TECHNICAL ADVISORY COMMITTEE (TAC) MEETING**

CONTRACTOR or its designated management-level representative shall attend the required FSP Technical Advisory Committee (TAC) meetings scheduled every other month. The FSP TAC will encompass focused and informal/formal discussions concerning but not limited to: scope, services, schedule, safety and current progress of services, relevant cost issues, and future project objectives. CONTRACTOR shall be responsible for having a representative attend all FSP TAC meetings who have the ability to make management-level decisions on the behalf of the CONTRACTOR while at the meeting. If the CONTRACTOR cannot have a management-level representative at a FSP TAC meeting, CONTRACTOR shall notify SBCTA and FSP CHP at least two (2) business days prior to the meeting. Management-level attendance at these meetings shall be considered part of the CONTRACTOR’s contractual responsibility. Meetings are scheduled for the entire calendar year; FSP CHP provides the schedule via email.

Please refer to Contract Exhibit “C” for further details on violations and penalties.

## **2.0 CONTRACT REPRESENTATIVES**

SBCTA, Caltrans, and the CHP will jointly oversee the FSP services (referred to, singularly or jointly, as “FSP Management”). CHP is responsible for dispatch services to incident locations within the tow truck's patrol limits, otherwise referred to as “Beats”. The dispatching will be done in accordance with the contract for the service. An SOP Manual will be provided to the successful CONTRACTOR explaining the types of incidents to which a Driver may be dispatched. Please note that this SOP Manual is updated as needed and that the CONTRACTOR is responsible to adhere to the most current version of the SOP Manual at all times. Also note that SBCTA’s contract with the successful Proposer(s) will incorporate the SOP Manual and any updates; thus, adhering to the SOP Manual is a contractual requirement.

## **3.0 SERVICE LOCATION**

SBCTA FSP operates on selected freeway segments referred to as “Beats”. Each Beat has specific turnaround locations and designated drop points identified by the CHP. The Beat limits for FSP Beat No. 23 is at Interstate 15 (I-15) from Jurupa Street (Riverside County Line) to Sierra Avenue. Additional information regarding the beat limit service location is identified in section 8.0 Beat Description and section 9.0 Beat Map of the SOW.

SBCTA reserves the right, at any time during the contract's term, to adjust Beat specifications (length of the Beat for example) and Beat hours to better accommodate demand for the service. These changes can occur during the course of the contract through written notification (e.g., email). The CONTRACTOR may be requested by CHP to go beyond the limits of its assigned Beat area to assist a motorist in an adjacent Beat area. Drivers may be permitted to do this only upon CHP

request. SBCTA reserves the right to add or delete holidays to the work schedule. Travel time to and from the Beat will be at the expense of the CONTRACTOR.

#### **4.0 TOW YARD LOCATION AND SECURITY**

The CONTRACTOR shall be responsible for the security of vehicles and property at their facility. At a minimum, must have a secure area to store FSP tow vehicles at their facility, including CONTRACTOR controlled access, fencing or physical barrier separating public access from tow yard, security system, sufficient lighting, and security cameras to where vehicles are stored such as a fenced or enclosed area. The CONTRACTOR is responsible for the reasonable care, custody, and control of any property contained in its facility.

The CONTRACTOR will be responsible for assuring that all SBCTA FSP related equipment is contained in a secure environment and protected from theft or damage. The CONTRACTOR will be responsible for any replacement or repair cost for SBCTA provided equipment that is not considered normal wear and tear.

#### **5.0 EQUIPMENT REQUIREMENTS**

##### **A. Tow Truck Requirements.**

Primary FSP Tow Trucks will be exclusively dedicated to FSP services during the hours of FSP operations. They are not required to be exclusive during non-FSP hours.

All trucks proposed for use in the FSP program should be less than a year old with a maximum of 50,000 miles on the chassis and working parts of the truck at the onset of the contract. Extenuating circumstances dictating departure from this specification should be at the consensus of the local FSP partners. The age limit for a FSP truck shall be no longer than 5 years for cab, chassis, and bed components. Trucks are required to be fully equipped according to contract requirements prior to the beginning of each shift. Refer to Attachment B: TOW TRUCK INSPECTION GUIDE FOR FREEWAY SERVICE PATROL CONTRACT OPERATION 818-FSP-TIG, contained in the FSP SOP.

The CHP, in conjunction with SBCTA, will verify the original purchase dates to ensure compliance. All FSP Tow Trucks must be Department of Transportation (DOT) compliant, as well as California Air Resources Board (CARB) compliant. This includes an engine that has been certified by CARB, as required by law in the State of California. Any tow truck that is utilized for the FSP Program must comply with emission standards set forth by DOT and CARB, as well as all Local, State and Federal laws applicable to that truck, and as outlined in the RFP.

Prior to commencement of service, the CHP will inspect each tow truck designated for the FSP Program in San Bernardino County to ensure that it meets the tow truck specifications and to ensure that it meets or exceeds safety requirements. These inspections will occur prior to the start of service. Succeeding inspections will occur periodically as determined by the FSP CHP officers. Documentation of the vehicle identification number and successful completion of the inspection will be kept on file at the CHP office and CONTRACTOR's local office. Any unsafe, poorly maintained FSP Certified Tow Truck(s) or improperly equipped FSP Certified Tow Truck(s) shall not be allowed into service, and if discovered during the shift, shall be removed from service or repaired as directed by the CHP. The CONTRACTOR shall be fined three (3) times the hourly contract rate in one (1) minute increments for ALL service time lost. The CONTRACTOR will be

required to have a FSP Certified Back-Up Tow Truck available for service during their FSP Beat(s) shift(s).

Please note that FSP Certified Back-Up Tow Trucks for existing FSP tow operator contracts with other FSP agencies (i.e., not with SBCTA) do not qualify as meeting the certified SBCTA FSP back-up truck requirement(s). Only the FSP Beat No. 23 FSP Certified Back-Up Tow Truck should be utilized.

FSP tow trucks bearing the service patrol title, the FSP logo, and the vehicle identification number shall be painted all white (includes the hood, fenders, doors, boom and bed area). No trim will be allowed. Lettering shall be in block lettering and shall be no less than two inches by two inches and no greater than four inches in height. Lettering can **ONLY** be black in color and will be bold style parallel to the ground. Letters shall be placed on the lower body of the truck toward the cab. Names, phone numbers, advertising of any kind or any other lettering on the boom shall be prohibited during FSP operational hours. The overall look of the truck must be approved by CHP prior to service implementation; therefore, any questions regarding this policy is highly recommended to be discussed with the FSP CHP officers prior to implementing, as truck compliance with current State FSP standards is required. No other accessory equipment or signage (bumper stickers, mud flaps, employment advertisement, and so forth) shall be mounted or installed without prior FSP CHP officer approval. This includes but is not limited to brass, chrome wheel covers, window tint, etc.

Please refer to Contract Exhibit "C" for further details on violations and penalties.

SBCTA follows and relies on the policies and procedures set forth in the SOP Manual developed by the County of San Bernardino FSP CHP Program. Please note that the SBCTA FSP equipment list is subject to change at any time, and may be different from FSP Program equipment lists found in other counties. For the most updated SBCTA FSP equipment list, please refer to the latest SOP Manual.

Each FSP tow truck shall be equipped in accordance with the SOP Manual and shall include the following equipment on the following equipment list. Please note that if a company decides to add on any of the OPTIONAL equipment, and is something CHP would test for proficiency, they will do so for every driver that is tested from that company.

### **SBCTA CERTIFIED FSP TOW TRUCK EQUIPMENT LIST**

**Each FSP tow truck shall be equipped in accordance with the SOP Manual and shall include the following equipment on the following equipment list. Please note that if a company decides to add on any of the OPTIONAL equipment, and is something CHP would test for proficiency, they will do so for every driver that is tested from that company.**

|  |  |
|--|--|
| Current Registration/ Insurance                          | Fire Extinguisher: 4BC Rating, new or exp:   |
| Age limit: 5 years for cab, chassis, and bed components  | Broom: 24 inches wide, coarse bristle  |
| Minimum seating capacity for 5 adults                    | Shovel: Square point   |
| Paint: White Only, 4" max black lettering                | Large Pry Bar: Minimum 36-inch length  |
| Rubber faced push bumper(s)                              | Wood Crossbeams: 1 ea., 4"x4"x48" and 4"x4"x60"  |
| Vehicle numbers on both sides                            | Hydraulic Floor Jack: 2-Ton capacity   |
| 2 FSP signs or 3 FSP signs for flatbeds                  | Portable air tank: 80 psi. min, or compressor w/ 50' min hose  |
| Headlights   | Bolt Cutters   |
| Turn Signals   | Trailer Hitch Balls: 1 7/8" and 2", with mount   |
| Reflectors, Front and Side                               | One 4 -Ton snatch block  |
| Clearance Lamps (>80" Wide)                              | Flares: Total burn time of 360 minutes minimum   |
| Amber Warning Lights:                                    | Metric and Standard 4-way Lug Wrenches   |
| Front/rear selectable, rear directional, in-cab controls |  |
| License Plate Lamp                                       | Sledgehammer: 4 pounds   |
| Tail Lamps   | Utility/ Motorcycle Straps   |
| Stop Lamps   | Steering Wheel Securement Device   |
| Backup Lamps   | Funnel with flexible spout   |
| Rear work lights   | Water Container: Plastic, 5 gallons  |
| Reflectors, Rear   | Fuel in Approved Plastic Containers: Gas/Diesel, 5 gal. each   |
| Extension Tail/ Stop Lamps                               | Absorbent Can with lid: 5 gal. of clean absorbent  |
| Fenders / Mudguards                                      | Trash Can with lid: 5 gal., empty  |
| Windshield   | Cones: 6 ea., 18-inch height, reflectorized w/ tape  |
| Windshield Wipers  | Booster cables: 3 ga. Cu., 25 ft., H-D clamps, fit truck   |
| Spotlight: Body mounted, front to rear coverage          | Flashlight   |
| Service Brakes   | Spare batteries/ Charger for rechargeable  |
| Parking Brake  | First Aid kit: 5"x9"   |
| Mirrors  | Lockout Tool Set   |
| Horn   | Warning Devices (Reflectors)   |
| Beam Indicator   | Jack stand: 2-Ton capacity   |
| Cab interior lighting suitable for reading and writing   |  |
| Truck to Shop Communications System                      |  |
| FSP Two-Way Radios / Terminals                           |  |
| Scanner: Operating and properly programmed               | Each FSP Certified Tow Truck will be required to have a toolbox with the following minimum number of tools/supplies. A tool kit for small equipment items is required. The TOOLBOX list may be supplemented at the CONTRACTOR's option and expense |
| Public Address System                                    | <b>Tool Kit</b>  |
| Booster Cable Connectors: mounted front and rear         | Screwdrivers: 1/8", 3/16", 1/4", 5/16" Flat; #1, #2 Philips  |
| Battery Rating: 60 Amp-hour or greater                   | Adjustable Wrenches: 8" and 12"  |
| Tire Tread   | Pliers: Needle nose and adjustable rib joint, 2-inch capacity  |
| Wheels   | Duct tape, Electrical tape, mechanics wire: 1 roll each  |
| Suspension   | Rubber Mallet  |
| Steering   | Tire Pressure Gauge  |
| Frame  | Safety glasses   |
| Exhaust System   | Wheel chock  |
| Fuel Cap(s)  |  |



**WRECKER - GENERAL**

|   |  |
|---|--|
| Manufacturer Rating Plates                | Throttle Control                                       |
| Wrecker Controls on both sides of vehicle | Hydraulic Rams, Hoses, Valves                          |
| Control Labels                            | Winch: Type:   |
| Body and Towing Equipment Mounting Bolts  | Winch: Rated 8,000 pounds on first cable layer         |
| Cable Sheaves                             | Safety chain D-ring or eyelet mounted on rear of truck |
|   |  |

**WHEEL LIFT**

|  |  |
|--|--|
| Minimum GVWR: 14,000 lbs.                            | "L" Arms   |
| Wheel Lift Assembly; Rated 4,000 Pounds-Extended     | Cradle / Straps/ Chains  |
| Pivot Pin  | Claw   |
| (2) Wheel Tie Down Safety Straps with ratchets       | 100' 3/8" 6x19 Wire rope or OEM Specifications                             |
| 4-Ton Boom Assembly (if equipped)                    | (2) Tow Chains 5/16" Grade 70 with J/T Hooks                               |
| Sling Assembly; Rating: 4,000 Pounds (if equipped)   | Tow Dolly (with wheel tie down straps)                                     |
| One pair of spacer blocks or 2 wood blocks 4"x6"x12" | (2) Safety Chains: 5/16" Alloy or OEM Specifications<br>5-foot min. length |

The Driver shall be required to complete a pre-operation shift inspection log of the vehicle as well as inventory of the required equipment prior to the start of each and every shift. An Inspection form, which is in the tablet FSP data collection software, shall be completed by the Driver prior to the start of each shift and be available for inspection by the CHP and/or SBCTA. Any equipment that is malfunctioning or missing must be replaced prior to the start of the shift. All equipment on the truck shall be secured.

**Installation of FSP related equipment:**

Upon execution of the contract, SBCTA will designate and cover the cost of the selected installer for the SBCTA FSP digital radio equipment and SBCTA's Automatic Vehicle Locator (AVL) equipment. SBCTA covers the initial cost of the FSP digital radio and the AVL equipment as well. Please note that SBCTA, along with the installer, must be able to access the required primary and back up FSP Tow Trucks no later than ten (10) business days prior to the start date of the Beat(s). No exceptions. If SBCTA is not able to access the required primary and back up FSP tow trucks by the tenth (10<sup>th</sup>) business day deadline, the CONTRACTOR shall be assessed a fine as detailed in Exhibit "C" of the contract.

At times, equipment such as an "outside speaker", or a handheld "mic," and/or "FSP Tablet" for example, may need to be replaced due to normal wear and tear. If SBCTA-provided equipment needs to be replaced due to normal wear and tear, SBCTA will provide the CONTRACTOR with replacement equipment at no charge. However, please note that if FSP-related equipment needs to be replaced due to negligence by the CONTRACTOR or any of its staff, including Drivers, the cost of the equipment and the installation expense will be deducted from the CONTRACTOR'S invoice/payment that same month or the following month (depending on when the incident occurred). CONTRACTORS, Supervisors and Drivers are required to contact SBCTA and one of the FSP CHP officers immediately when any SBCTA FSP equipment is damaged, failing or has failed, and the CONTRACTOR will be provided with a replacement part by SBCTA or by one of the FSP CHP officers. If a replacement part is not immediately available, then the CONTRACTOR will be asked to have their "FSP Certified Back-Up Tow Truck" on the Beat to cover the shift.



With the written permission of SBCTA (email is allowed), the CONTRACTOR may install some replacement equipment (e.g., an “outside speaker” or a “mic”) as long as the CONTRACTOR installs the equipment per SBCTA and SBCTA FSP standards. If a CONTRACTOR is given the authorization to install FSP-related equipment, and has any questions regarding “installation standards”, the CONTRACTOR is to contact SBCTA or one of the FSP CHP officers for further instructions/information. If provided the authorization by SBCTA or FSP CHP Officer, the CONTRACTOR must install equipment in the safest possible manner, and the installation of the equipment must comply with all FSP equipment guidelines and San Bernardino FSP installation standards for safety reasons.

Please note that equipment requirements are subject to change at any time. For the most updated equipment list, please refer to the latest SOP Manual.

### **B. FSP Certified Back-Up Tow Truck**

The CONTRACTOR shall be required to have one FSP Certified Back-Up Tow Truck available for each Beat during FSP service hours that is in full compliance with this Contract, unless otherwise authorized by SBCTA in writing. The FSP Certified Back-Up Tow Truck should be used when a primary FSP Certified Tow Truck is unavailable. The FSP Certified Back-Up Tow Truck shall meet the same requirements for equipment, set-up and color as a primary Certified FSP Tow Truck. It shall meet all the vehicle equipment specifications. Please refer to Exhibit “C” of the contract for further details on violations and penalties. FSP Certified Tow Trucks are subject to inspections during FSP services hours and non-FSP service hours by CHP.

As noted above, Primary FSP Tow Trucks will be exclusively dedicated to SBCTA FSP services during the hours of FSP operations. However, FSP Certified Back-Up Tow Trucks are not required to be exclusive to the SBCTA FSP Program during FSP service hours and non-FSP service hours. If a FSP Certified Back-Up Tow Truck is needed to replace one of the primary FSP Certified Tow Trucks on Beat, the CONTRACTOR shall meet all Contract obligations as outlined, which includes the vehicle’s availability to work the Beat area within the 45 (forty-five) minute time period (after which point penalties begin to accrue).

### **C. Vehicle Breakdown and Other Missed Service**

A FSP Certified Back-Up Tow Truck must be in service on the Beat within 45 (forty-five) minutes of the time when a primary FSP Tow Truck is taken out of service for any reason. The CONTRACTOR shall not be paid for the time period that the contractually required trucks are not in service. If a vehicle is not made available within the 45 (forty-five) minute time period, the CONTRACTOR shall be fined three (3) times the hourly contract rate in one (1) minute increments until a FSP Certified Back-Up Tow Truck is provided. This 45 (forty-five) minute period prior to the imposition of fines shall not apply to trucks removed from service for failure to meet specifications or safety requirements as set forth in accordance with section 4.0 “Equipment Requirements” paragraph A “Tow Truck Requirements”, in which case fines shall begin immediately. If a FSP Certified Tow Truck is not ready due to a breakdown at the start of a shift, the fine time will be calculated from the start of the shift. If the entire shift is missed, the CONTRACTOR shall be fined for the entire shift at three (3) times the hourly rate. FSP Tow Truck maintenance shall be performed during non-FSP service hours.

In the event that a FSP Certified Back-Up Tow Truck is required to continue the shift, the Driver must complete a new inspection worksheet and mileage log prior to the commencement of driving the tow truck and notify one of the FSP CHP Officers/Supervisors immediately. In addition, the

Driver must indicate in the “notes” section of the FSP Tablet (per section 4.0 “Equipment Requirements” paragraph E “Communications Equipment”) that the CONTRACTOR has switched to an FSP Certified Back-Up Tow Truck.

In addition, failure to have a FSP Certified Back-Up Tow Truck Driver available is not an allowable excuse for failing to have a FSP Certified Back-Up Tow Truck on the Beat within the 45 (forty-five) minute time period.

Please refer to Contract Exhibit “C” for further details on violations and penalties.

Please note: Existing FSP tow operator contracts with the Riverside County Transportation Commission (RCTC) or any other FSP service do not qualify as meeting the back-up tow truck requirement noted above.

#### **D. Vehicle Identification.**

It shall be the Driver’s sole responsibility to place detachable FSP markings on each vehicle during the service hours and to remove or cover the FSP markings immediately upon completion of each shift. SBCTA will supply each CONTRACTOR with the appropriate number of detachable markings for each Beat(s). If a marking is lost or damaged, the CONTRACTOR shall be responsible for the cost of the replacement markings. All FSP markings shall be returned immediately at the termination of the contract. The cost of any item or equipment supplied by SBCTA, Caltrans or CHP that is not returned shall be deducted from the CONTRACTOR's final payment.

FSP markings as well as vehicle numbers shall be required on both sides of all FSP tow trucks. The detachable markings (magnetic or other forms of FSP signage) provided by SBCTA must be placed on the center of both doors (front driver and passenger doors) of the vehicle. The Driver shall be required to keep the title and logos clean, straight and in readable condition throughout the service patrol's operation. The CONTRACTOR is also required to keep all FSP-related signage completely flat, clean, out of direct sunlight and out of public view when being stored.

#### **E. Communications Equipment**

Each FSP vehicle shall be equipped with various communication devices that will enable the Driver to communicate with the CHP Communications Center and FSP CHP Officers. All vehicles shall be equipped with an AVL system, radios, and handheld Tablet Computers for data collection. The AVL system, radio system, and handheld Tablet Computers shall be purchased, owned, supplied, and installed by SBCTA only. SBCTA shall select the equipment installation vendor.

The CONTRACTOR shall be responsible for maintaining the security of the SBCTA-owned vehicle communication equipment. The CONTRACTOR shall be liable for any damage other than normal wear and tear to the communication equipment. The CONTRACTOR shall also be liable for the full replacement value of the communication equipment installed in the trucks while in the care, custody and control of the equipment. SBCTA shall pay for repair of normal wear and tear to equipment. However, SBCTA will deduct from CONTRACTOR’s monthly invoice, any repair fees and/or the full replacement cost of any SBCTA equipment damaged or altered due to CONTRACTOR’s improper use or negligence. SBCTA-supplied vehicle equipment shall be returned immediately (within one to three business days – pursuant to direction by SBCTA FSP staff) upon contract termination. The cost of any equipment not returned shall be deducted from the CONTRACTOR's final payment.

Programmable scanners capable of scanning between the 39 and 48 MHz used by CHP shall be supplied by the CONTRACTOR and shall be installed and securely mounted in all FSP Certified Tow Trucks by the CONTRACTOR.

The CONTRACTOR is also required to use Push to Talk Plus for Verizon Wireless (or equivalent direct connect device that will pair with Verizon Push to Talk Plus CHP devices). ***Special Note: If you are considering purchasing something else other than a Verizon Push to Talk Plus device, please confirm with SBCTA and/or CHP as to whether or not the device will be compatible with existing CHP equipment. Equipment purchased for the FSP Program must be compatible with FSP CHP officer devices which are currently Verizon Push to Talk Plus devices*** in order to facilitate proper communication with the CHP Communications Center and FSP CHP field supervisors. Verizon phones shall be purchased, owned, maintained, and paid for by the CONTRACTOR. The CONTRACTOR will also be responsible for all operating costs of the Verizon cell phones. In addition, Drivers are not permitted to take pictures or video, or to capture any other images while performing FSP duties during FSP operational hours, or capture any FSP-related images during non-FSP service hours. These actions will not be tolerated and a Driver that is found doing this will not be permitted to work in the FSP Program. Drivers are not permitted to download or share any data or images related to the FSP Program. If any FSP-related data or images are found on any social media outlet or networks not authorized by SBCTA, the driver or drivers associated with the incident will be removed from the program.

Data input to the Tablet Computer shall not be allowed while the vehicle is being operated/driven. Use of other devices, such as cellphones, while driving/operating a vehicle is subject to California State Law.

The FSP vehicles shall be equipped with a public address system. The public address system shall have the capability to audibly transmit instructions from the cab of the FSP vehicle to the motorist of the disabled vehicle when the FSP vehicle is directly to the rear of the disabled vehicle.

The CONTRACTOR shall purchase and maintain a computer workstation (not a laptop) with high speed internet access and email to communicate with SBCTA, staff, and FSP CHP officers. Please note email is the primary means by which FSP Management (SBCTA, CHP, and Caltrans) communicate various operations messages. It is essential that a representative of the CONTRACTOR check the email daily.

It is the CONTRACTOR's responsibility to ensure that all Tablet Computers are operational at all times. The exterior protective case of the Tablet Computer shall be cleaned regularly, and the screen protector shall be inspected for functionality and serviceability. **Damaged/Worn items shall be reported to SBCTA within three (3) hours of identification of a problem.** All Tablet Computers must be kept in a secure location. Tablet Computers shall not be left in any tow truck or during non-FSP operational hours. During FSP operational hours, Tablet Computers must be with the Driver in their FSP Tow Truck; at all other times, Tablet Computers must be connected to a battery charger in the designated secure workstation of the CONTRACTOR'S facility. Any other location is not permitted.

CONTRACTOR shall immediately report any issues with the Tablet Computers to SBCTA or the FSP CHP Officers. CONTRACTOR is responsible for ensuring its Tablet Computers are operating at all times.

The CONTRACTOR shall provide SBCTA, FSP CHP Officers, and their designees, access to the Tablet Computers at any time during the course of the contract. If upon inspection SBCTA determines that the Tablet Computers are not being properly charged/stored, the CONTRACTOR will be subject to fines as outlined in Exhibit "C" of the Contract.

The CONTRACTOR shall provide a quarterly inspection report to SBCTA indicating the status of all equipment. SBCTA will provide the quarterly report submittal form to the CONTRACTOR. Accurate completion and timely return of this form is a contract requirement.

#### **F. Equipment Tampering**

Tampering with FSP communication/tracking equipment so that it does not function properly to SBCTA's specifications, and/or is disconnected, or is moved (without FSP Management authorization) from its original installed location is strictly prohibited. This includes, but is not limited to: breaking evidence tape/connection sealer on equipment connections, cutting wires or cable, moving mounted equipment (speakers, microphones, antennas, etc.), rerouting any wiring, not putting radio equipment back in its original installed location, disconnecting any connectors, etc. Interfering with the operations of the equipment is strictly prohibited.

If modification and/or interference is suspected, SBCTA shall conduct an inspection of the equipment on/near the Beat area or the vehicle may be sent to a designated location determined by SBCTA. CONTRACTOR shall not access the AVL equipment in any way until SBCTA has arranged an inspection.

- 1) If any alterations are found with AVL-related equipment owned by SBCTA, the CONTRACTOR shall be fined, at a minimum, two complete FSP shifts (7 - 9 hours) at three (3) times the hourly penalty rate. The final penalty shall be determined and assessed by FSP Management.
- 2) SBCTA shall designate the AVL installer and technician that will review and repair the AVL systems.
- 3) In the event of alterations, CONTRACTOR is responsible for any expenses, including but not limited to transportation, labor, repair, and replacement, incurred to repair the AVL equipment/system for the SBCTA FSP tow operations. Costs incurred to repair and document the equipment will be deducted from payment of the CONTRACTORS monthly invoice. Please refer to Contract Exhibit "C" for further details on violations and penalties.

#### **6.0 DRIVERS**

All Drivers shall be required to have a safe driving record and valid California Class C driver's license. All Drivers shall be at least 18 years of age at the time of background check. All Drivers shall be subject to driving record and criminal background checks through the CHP.

#### **FSP Driver Certification Requirements**

The following are required to be completed before the issuing of a California Tow Truck FSP driver Certificate DL64:



1. CHP 234F Form (Tow FSP Driver/FSP Driver Information) submitted to CHP.
2. Successfully pass a driving record and criminal history check.
3. Pay all processing fees.
4. Submit to fingerprinting.
5. Successfully pass a CHP-administered Proficiency Test.
6. Complete a SHRP 2 /TIMS training course and provide a certificate of completion.
7. Attend and pass a FSP driver certification class.
8. Obtain a Medical Examiner's Certificate (MEC) MCSA-5875.
9. Issued a FSP Driver Identification Card.
10. Successfully complete ten (10) shifts of ride-a-longs with an approved FSP driver trainer.
11. As required by California Vehicle Code Sections 2430.5 and 2431, all applicants and owners are required to have a valid California driver's license and criminal history check. After CHP receives and accepts a completed CHP 234F, CHP will perform a California driver's license and criminal history check. CHP will perform background checks ONLY upon acceptance of a CHP 234F.
12. The California driver's license check will consist of confirming that the applicant has a valid driver's license and the applicant's point count is within standards set forth in the SOP.
13. The criminal history check will consist of a livescan background check to determine whether the applicant meets the criteria for a Driver Certificate, as outlined in California Vehicle Code Section 13377 and the FSP contract. **The cost of the livescan and DL will be at the CONTRACTOR's expense.**
14. If the applicant passes the preliminary check, then the applicant shall submit to fingerprinting to complete the background check at the CONTRACTOR's expense.
15. In addition, SBCTA and/or CHP may, in their sole discretion, require a CONTRACTOR to replace any Driver or potential Driver who is determined not to be a suitable representative of the FSP Program to the public based on the background check or any other reason.

Drivers shall be sufficiently experienced in the tasks of tow truck operations and proficient with all required FSP equipment to provide safe and proper service. Drivers from other FSP service areas will be evaluated by the CHP FSP Officer on a case-by-case basis. All Drivers must be capable of demonstrating their tow operating abilities prior to formal CHP training. Additionally, the Drivers will be required to exercise good, sound judgment in carrying out their duties.

The CONTRACTOR's Drivers shall be required to inform the CHP Communications Center at any time they leave the assigned Beat, whether to replenish expendable items such as gasoline or radiator water, to take breaks, etc. The Driver shall be required to immediately notify the CHP Communications Center upon a tow truck breakdown.

Each Driver shall be responsible for accurately entering the following into their Tablet Computer:

- Pre-shift inspection worksheet prior to the commencement of driving the tow truck. This must be completed at the tow yard, prior to leaving the yard and driving to the Beat.
- Log of mileage prior to commencement of driving the tow truck on the Beat and at the end of the shift This must be completed in a safe location at or near the Beat location, prior to beginning the shift and at the end of the shift.

The Driver shall also be required to complete an assist record, on the Tablet Computer, for each incident.

Driver will be required to utilize a Tablet Computer to input the mileage log, inspection worksheet, and each assist, which will include location, vehicle make, model, license number, type of assistance provided, etc. Driver will be trained to use the Tablet Computers to enter accurate data using SBCTA data collection software.

Other important forms Driver must complete and turn in when assisting motorists are the FSP Tow Truck Release Forms and the Damage Release Forms. It is critical these forms are completed in a clear and accurate manner and returned to the FSP CHP Officers by the 10<sup>th</sup> day of the preceding month as quickly as possible as and no longer than a maximum of thirty (30) business days from the date of the assist. Any CONTRACTOR who fails to complete and turn in these required forms may be subject to penalties as outlined in Exhibit "C" of the contract.

The CONTRACTOR is required to participate in the California Department of Motor Vehicles (DMV) Pull Notice Program.

If a Driver is convicted of a crime listed in California Public Resources Code Section 5164 or California Vehicle Code 13377, the CONTRACTOR may be required to remove that Driver from the FSP program. If a Driver is charged with any such crimes, the CONTRACTOR may be required to suspend that Driver from duties under this Contract pending the outcome of the criminal case. If the Driver is not convicted, or is ultimately convicted of a lesser crime not described above, CHP may direct SBCTA to have the CONTRACTOR remove that Driver from the duties under the FSP program.

Mandatory CHP refresher training classes/meetings shall be scheduled during non-FSP hours. A minimum of four (4) hours refresher training per year is required. The SBCTA FSP Program conducts a one hour refresher training class/meeting each quarter, for a total of four hours of on-going training each year. CONTRACTOR shall pay all Drivers and Back-Up Drivers for attendance at the required training.

### **Driver Equipment**

CONTRACTOR is responsible for providing Drivers with specified uniforms, black protective toe boots, nameplates, and other equipment. The equipment includes navy blue jump suits or shirts and pants. If coveralls are worn, they shall have a collar with a zipper. Optionally, drivers may wear a standard navy blue (long-sleeve only) uniform shirt, with a fluorescent orange (must be only 2.5" wide) trim, with a ½" silver reflective tape down the middle. This allowed reflective tape must be on both sleeves as indicated in the updated contractor exhibit. The only approved trim color is fluorescent orange with a ½" silver reflective tape in the middle. The fluorescent tape cannot be wider than the allowed 2.5" wide. All uniforms shall be clean, properly maintained, and replaced whenever excessively worn.

A detachable brass or gold in color nameplate shall be worn with the first initial of the first name and full last name of the Driver. Letters shall not exceed ½" tall; nameplate must be approved by an FSP CHP officer. The nameplate shall be worn above the right chest pocket on the vest.

A safety vest with reflective stripes shall be worn; SBCTA will supply vests. A small FSP logo shall be sewn/silkscreened on the front of the safety vest over the left front pocket of the uniform, and a small FSP logo shall be sewn/silkscreened on the left sleeve of the vest. A large FSP logo shall be sewn/silkscreened across the middle portion of the back of each safety vest. SBCTA will supply vests to the CONTRACTOR with the FSP logos already sewn/silkscreened on per CHP's



required FSP logo placement locations. The brass or gold nameplate with the Driver's first initial of first name and full last name shall be displayed on the front of the safety vest over the right front pocket. **The CONTRACTOR is responsible for obtaining FSP CHP officer approval of the Driver nameplates, and the CONTRACTOR is responsible for the purchase and placement of the Driver nameplate.** An FSP logo is not required to be sewn/applied on the navy blue Driver uniform.

All Drivers shall wear black work boots with protective (steel or composite) toe.

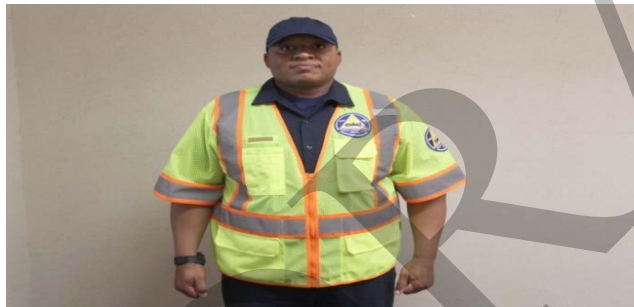
During cold weather, a navy blue jacket may also be worn at the Driver's option, if it meets all the uniform specifications. The CONTRACTOR and/or the Driver may contact CHP for any uniform questions or clarifications.

Rain gear shall be waterproofed material, navy blue or yellow in color.

Hats, if worn, shall be baseball type cap, navy blue in color. An "FSP" logo may be sewn/silkscreened on the hat above the brim. No other logos/names shall be accepted. A beanie may also be worn which must be navy blue in color and worn only with a jacket or long sleeve shirt under the vest. A picture of the uniform is provided toward the end of this scope of work.

CONTRACTOR should refer to the most current SOP Manual in making sure it is following the most recent Driver equipment requirements.

#### FSP UNIFORM PHOTO EXAMPLES





## FSP UNIFORM STRIPE EXAMPLES



## 7.0 LOCAL OFFICE

The CONTRACTOR shall provide a local office for contract administration purposes. This office shall be staffed by either the CONTRACTOR or its representative, who is authorized to conduct business and make decisions on behalf of the CONTRACTOR. The office shall have business hours coinciding with CONTRACTOR's Beat(s) hours of operation. The office shall be established within close proximity to the CONTRACTOR's Beat(s) and shall be located in Riverside, San Bernardino, Los Angeles or Orange counties. An FSP Certified Back-Up Tow Truck and an FSP Certified Back-Up Tow Truck Driver must be available within a 45 minute request regardless of the CONTRACTOR's office location.

The CONTRACTOR shall also provide telephone, scanner and email through which they, or a responsible representative authorized to conduct business and make decisions on behalf of the CONTRACTOR, can be reached during the non-service hours of operation for the length of the contract. During non-business hours, an answering machine, provided at the CONTRACTOR'S expense, shall be available to log calls, take complaints, etc. An email address that is monitored throughout each day shall be provided for "noticing" purposes during operational and non-service hours. The CONTRACTOR will be responsible for having a company representative monitor and review messages/notices on a daily basis and respond in a timely manner. Please see Exhibit "C" of this contract for penalties associated with failure to respond to communications from CHP and/or SBCTA.

## 8.0 BEAT DESCRIPTIONS

| Beat No. | Beat Description   | One-Way Length in Miles | No. of Primary FSP Trucks in both AM and PM | No. of FSP certified Back-Up Tow Trucks |
|----------|--|-------------------------|---|---|
| 23       | I-15 FROM JURUPA STREET (RIVERSIDE COUNTY LINE) TO SIERRA AVENUE | 8.6                     | 2   | 1                                       |

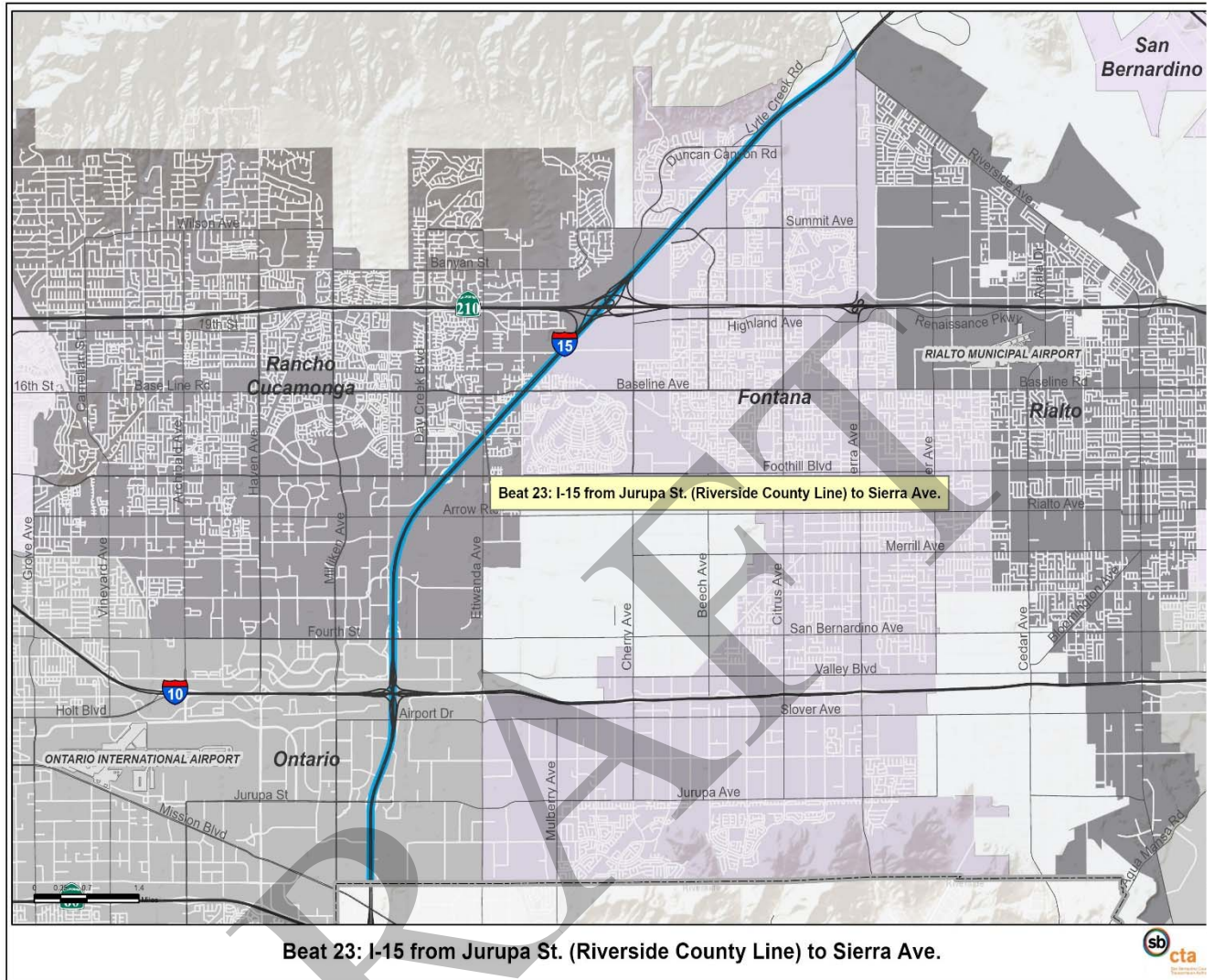
Please refer to Attached Map of Beat No. 23 area

Beat 23 is scheduled to operate from **5:30 a.m. to 8:30 a.m.** and from **2:00 p.m. to 6:30 pm (Monday through Thursdays)**. On Fridays, the PM shift begins at **12:00 p.m. to 6:30 p.m.**

FSP Beat No. 23 requires two (2) Primary FSP Certified Tow Trucks and one (1) Primary FSP Certified Back up Tow Truck available during all FSP operational service hours.



## 9.0 BEAT MAP



## 10.0 FSP SERVICE HOURS AND EXTRA WORK HOURS

Approximate total service hours per primary vehicle per year is estimated to be as follows:

- Approximate Service Hours (Monday-Friday) per primary vehicle per year: 2,116 hours.
- Approximate “Extra Work” Contingency weekend hours (Saturday- Sunday) per primary vehicle per year: 765 hours.
- Approximate “Extra Work” Contingency for SBCTA led Construction FSP per either one (1) or two (2) primary vehicle(s) per year for a total of 3,500 hours. Construction FSP would be approximately 24 months. **Construction FSP may also take place on the weekend and late evening hours, and are not guaranteed and based upon construction need.**

**SBCTA reserves the right to change Beat operating times and operational requirements (i.e., length of Beat and hours of operation) during the course of the Contract.**

All Beats may be asked to participate in possible SBCTA’s “FSP Extra Work weekend contingency services”, on an as needed basis. Possible hours of operation may include Saturdays and Sundays from 10:00 a.m. to 6:00 p.m. Extra work is not guaranteed. The actual amount of weekend hours or number of weekend trucks are not guaranteed. Written notice from SBCTA shall be required for commencement and termination of “FSP Extra Work weekend contingency services”.

“Extra Work” for emergency coverage may be assigned for any of the nine (9) SBCTA FSP service areas:

1. Beat 5: SR-60 from Milliken Avenue to Reservoir Street (Los Angeles County line)
2. Beat 9: I-10 from Indian Hill Boulevard (Los Angeles County line) to Haven Avenue
3. Beat 10: I-10 from Haven Avenue to Sierra Avenue
4. Beat 11: I-10 from Sierra Avenue to Waterman Avenue
5. Beat 14: I-215 Center Street from the Riverside County line to Devore Road
6. Beat 23: I-15 from the Riverside County line to Sierra Avenue
7. Beat 27: I-15 from Sierra Avenue to Oak Hill Road
8. Beat 29: I-10 from Waterman Avenue to County Line Road (Riverside County line)
9. Beat 31: SR-210 from the Los Angeles County line to Citrus Avenue

FSP Beat No. 23 is the priority Beat for this RFP, which means that should a primary truck go down; the “Extra Work” Beat truck shall be deployed back to the primary Beat. SBCTA shall evaluate all travel times made from the “Extra Work” Beat to the primary Beat in a penalty time situation on a monthly basis. Final penalty determination shall be made by CHP and SBCTA.

The contractor shall hold to all required standards addressing truck image and maintenance for the FSP Certified Back-Up Tow Truck being used during “Extra Work”, as CHP shall retain all rights to inspect and put the trucks out of service for non-compliance. Penalties shall still apply. In the event that the “Extra Work” Beat truck must be sent to cover the primary Beat, no penalty time shall be assessed for not having that back-up truck on the “Extra Work” Beat.

Each SBCTA tow operator agreement contains a clause regarding the Construction Freeway Service Patrol (CFSP). The goal of CFSP is to assist in construction zones outside of regular FSP hours or locations. The work is provided as “Extra Work” due to the uncertainty of the hours or changes in construction related to CFSP “Extra Work” projects.

SBCTA reserves the right to change Beat hours, the length of a Beat and operational requirements during the course of the Contract. Written notice from SBCTA shall be required for commencement and termination of “Extra Work”.

## 11.0 FSP HOLIDAYS

### PRELIMINARY LIST OF FSP HOLIDAYS

Services are to be provided on the days and hours designated in the Contract with the exception of the following holidays:

1. Martin Luther King, Jr. Day (Monday)
2. Presidents’ Day (Monday)
3. Memorial Day (Monday)
4. Independence Day (July 4 - varies)
5. Labor Day (Monday)
6. Veterans Day (varies)
7. Thanksgiving Day (Thursday)
8. Day after Thanksgiving (Friday)
9. Christmas Day (December 25 - varies)
10. New Year’s Day (January 1 – varies)

In addition to the above service hours, at the discretion of SBCTA and the FSP CHP Officers, additional service may be requested on certain “high traffic days” prior to or following certain holidays (e.g., July 4th, Labor Day, Sunday following Thanksgiving Day, Memorial Day).



**EXHIBIT B “PRICE FORM FOR TIME AND MATERIALS”**

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**Exhibit B**

Contract: 23-1002947

Compensation and Payment

Overview Contract No. 23-1002947 with Royal Coaches Auto Body &amp; Towing for Beat 23

Beat 23 Term

NTP I: December 2023-July 31, 2024

NTP II: August 1, 2024-July 31, 2029

Two Primary FSP Tow Trucks plus one certified FSP Back Up Tow Truck is required

Beat 23 Term I-15 Express Lanes Construction Support estimated August 1, 2024 - July 31, 2029

**NTP I**

December 2023- July 31, 2024

| PERIOD OF PERFORMANCE/<br>NTP I DELIVERABLES<br>FSP Tow Truck Purchase, Mobilization, AVL and Radio<br>installation, FSP Driver Training, Project ramp-up, and<br>Tow Vehicle inspections | ESTIMATED<br>BASELINE<br>HOURS | ESTIMATED<br>WEEKEND HOURS<br>SUBJECT TO SBTA<br>APPROVAL | 7% MORE HOURS | ESTIMATED<br>TOTAL HOURS | HOURLY<br>RATE | NOT-TO EXCEED<br>AMOUNT |
|---|--------------------------------|---|---------------|--------------------------|----------------|-------------------------|
| December 2023- July 31, 2024  | N/A                            | N/A   | N/A           | N/A                      | \$0.00         | \$0                     |

**BEAT23- FSP SUPPORT I-15 EXPRESS LANES CONSTRUCTION SUPPORT COMPENSATION AND  
PAYMENT PROVISIONS**

August 1, 2024 through July 31, 2027 (ESTIMATED SCHEDULE)

TWO TRUCKS FOR CFSP SUPPORT

**NOT GUARANTEED AND SUBJECT TO SBCTA APPROVAL**

| PERIOD OF PERFORMANCE/<br>NTP II DELIVERABLES<br>FSP SUPPORT SERVICES  | ESTIMATED<br>TOTAL<br>HOURS | HOURLY RATE | ESTIMATED NOT TO EXCEED<br>AMOUNT FOR CFSP<br>SUPPORT SERVICES 2 Trucks |
|--|-----------------------------|-------------|---|
| YEAR 1-2 : I-15 EXPRESS LANES CONSTRUCTION<br>SUPPORT / 2 PRIMARY TRUCKS<br>(8/1/24-7/31/27) ESTIMATED SCHEDULE<br>* EXPRESS LANES CONSTRUCTION SUPPORT<br>HOURS ARE NOT GUARANTEED AND SUBJECT TO<br>PROJECT AVAILABILITY AND SBCTA APPROVAL* | 3,500                       | \$143.00    | \$500,500   |
| <b>WEEKEND HOURS, EXTRA WORK HOURS, CFSP SUPPORT HOURS AND CFSP SBCTA SUPPORT HOURS<br/>ARE NOT GUARANTEED AND SUBJECT TO SBCTA APPROVAL</b>   |                             |             |   |

**BEAT 23- FSP SERVICES  
FSP Tow Services COMPENSATION AND PAYMENT PROVISIONS  
NTP II**

August 1, 2024-July 31, 2029

Two Primary FSP Tow Trucks plus one certified FSP Back Up Tow Truck is required

| PERIOD OF PERFORMANCE/<br>NTP II DELIVERABLES<br>FSP SUPPORT SERVICES   | ESTIMATED<br>BASELINE<br>HOURS | ESTIMATED<br>WEEKEND HOURS<br>*Subject to SBCTA<br>Approval* | 7% MORE HOURS | ESTIMATED<br>TOTAL HOURS<br>(1 Truck) | HOURLY<br>RATE | NOT-TO-EXCEED AMOUNT<br>(TOTAL HOURS X HOURLY RATE) X 2<br>TRUCKS) |
|---|--------------------------------|--|---------------|---------------------------------------|----------------|--|
| YEAR 1: FY 24/25-FY 25/26<br>(8/1/24-7/31/25)   | 2,116                          | 765  | 202           | 3,083                                 | \$143.00       | \$881,738  |
| YEAR 2: FY 25/26-FY 26/27<br>(8/1/25-7/31/26)   | 2,116                          | 765  | 202           | 3,083                                 | \$143.00       | \$881,738  |
| YEAR 3: FY 26/27-FY 27/28<br>(8/1/26-7/31/27)   | 2,116                          | 765  | 202           | 3,083                                 | \$143.00       | \$881,738  |
| YEAR 4: FY 27/28-FY 28/29<br>(8/1/27-7/31/28)   | 2,116                          | 765  | 202           | 3,083                                 | \$153.00       | \$943,398  |
| YEAR 5: FY 28/29-FY 29/30<br>(8/1/28-7/31/29)   | 2,116                          | 765  | 202           | 3,083                                 | \$153.00       | \$943,398  |
| Regular FSP Tow Services (10,580 hours is one truck) for<br>Beat 23. The estimated hours for two Primary trucks is<br>10,580 x 2 =21,160.       | 10,580                         | 3,825  | 1008          | 15,413                                |                | \$4,532,010  |
| <b>TOTAL CONTRACT 23-1002947 BEAT 23<br/>NTP II (August 1, 2024- July 31, 2029)<br/>(I-15 EXPRESS LANES FSP SUPPORT + REGULAR FSP SERVICES)</b> |                                |  |               |                                       |                | <b>\$5,032,510</b>   |

**NTP II YEAR I-3  
EXTRA TIME, NON PENALIZED DOWN TIME AND  
PENALIZED DOWN TIME PER MINUTE RATES**  
Extra Time: \$(2.38) per minute  
Non-Penalized Down Time: \$(2.38) per minute  
Penalized Down Time: \$(7.14) Per Minute

**NTP II YEAR 4-5  
EXTRA TIME, NON PENALIZED DOWN TIME AND  
PENALIZED DOWN TIME PER MINUTE RATES**  
Extra Time: \$(2.55) per minute  
Non-Penalized Down Time: \$(2.55) per minute  
Penalized Down Time: \$(7.65) Per Minute

**WEEKEND HOURS, EXTRA WORK HOURS,  
CFSP CALTRANS SUPPORT HOURS  
AND CFSP I-15 EXPRESS LANES SUPPORT HOURS  
ARE NOT GUARANTEED AND SUBJECT TO SBCTA  
APPROVAL**

## EXHIBIT C – PENALTIES

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### EXHIBIT C SUMMARY OF FSP VIOLATIONS AND PENALTIES

Below is a list of penalties that can be assessed to a Contractor if not in compliance with the policies and procedures of the Freeway Service Patrol Program. All final penalties shall be assessed by the determination of SBCTA.

| Relevant section | Description of violation  | Penalty  |
|------------------|---|--|
| 12.0             | Contractor does not have two (2) primary and one (1) back-up (wheel lift) tow trucks "FSP" ready for SBCTA to install equipment and for CHP to inspect ten (10) business days prior to the start of a Beat.   | Flat \$1,000 fine. In addition, should the trucks not be ready by the start of shift, the Contractor shall be fined three times the hourly rate in one minute increments for every minute compliance is not met.   |
| 5.0              | Not meeting tow truck requirements outlined in the contract.  | Three (3) times the hourly contract rate in one (1) minute increments until requirement is met.<br><br>If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.   |
| 5.0 B            | Not having a certified FSP "back-up" tow truck and/or Driver  | Three (3) times the hourly contract rate in one (1) minute increments until requirement is met.<br><br>If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.   |
| 5.0 C            | Wheel lift Tow truck not made available <u>within 45 minutes</u> due to equipment/truck breakdown.  | The CONTRACTOR has 45 minutes to correct the problem if the breakdown occurs during the shift, the penalty for the forty five (45) minute period will be calculated in one (1) minute increments on a straight hourly rate.<br><br>Time beyond 45 minutes will be calculated as penalized time (Three (3) times the hourly contract rate in one (1) minute increments). Exact penalized down time rate is detailed in the Contract.<br><br>If a truck is not ready due to a breakdown at the beginning of a shift, penalty will begin at the beginning of the shift at the penalized rate.<br><br>If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate |
| 12.0             | Contractor fines 9.B.4<br>Contractor fines are assessed for violations of the FSP contract or the SOP that are not directly related to FSP truck operations. This includes but not limited to: Failing to turn required paperwork in on time (Surveys, inspection sheets, etc.), damage to FSP Program equipment, or not supplying Driver the proper equipment as required in the FSP Contract. | The fine amount shall not exceed \$50.00 for each individual occurrence or violation, with the exception of replacement costs.   |
| 5.0 E            | Tablet Computers not being charged in designated location during non-FSP operational hours.   | \$50.00 per tablet   |
| 5.0 E            | Email correspondence from CHP/SBCTA not being acknowledged.<br><br>It is critical that the email address that the CONTRACTOR provides is working at all times. CONTRACTOR is required to report problems with email system immediately to SBCTA.  | \$100.00 per day of no response  |
| 5.0 E            | Lost/damaged equipment  | Full cost if lost or damaged beyond normal wear and tear. If equipment is repairable, the cost of the repair shall be deducted from contractors invoice.   |

|       |  |  |
|-------|--|--|
| SOP   | Contractor did not follow proper tip procedure per the SOP on Page 40, Section 6.B.  | \$50.00 per occurrence   |
| 5.0 F | Tampering with FSP AVL equipment   | 2 FSP shifts (7 hours) at the CONTRACTOR'S penalty rate (3 times the normal hourly rate) plus AVL Technician's transportation, labor, repair and/or replacement costs. |
| 5.0 G | Damage Release/Release of liability forms not completed, not filled out properly, or not submitted within thirty (30) calendar days from the date on the form. | \$5.00-50.00 per incident at the discretion of Commission.   |
| 5.0 G | Duplicate customer unique digit survey number >10%   | \$50 and up. Case by case basis as determined by FSP Management.   |

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## ***Minute Action***

### AGENDA ITEM: 14

***Date:*** December 6, 2023

***Subject:***

Interstate 215 Bi-County and Segment-5 Landscape Project - Amendment No. 3 to Contract No. 19-1002005 with EXP U.S. Services

***Recommendation:***

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

A. Approve Amendment No. 3 to Contract No. 19-1002005 with EXP U.S. Services, Inc., for preparation of the Plans, Specifications and Estimates and Construction Support Services for the Interstate 215 Bi-County and Segment-5 Landscape Project to extend the period of performance for an additional three years to January 31, 2027.

B. Approve an exception to Contracting and Procurement Policy No. 11000, Contract Term, Section IV.B(4), to extend Contract No. 19-1002005 beyond the five-year term.

***Background:***

The intent of this agenda item is to extend the EXP U.S. Services, Inc. (EXP) Design Contract No. 19-1002005 for the Interstate 215 (I-215) Bi-County and Segment-5 Landscape Project (Project).

The Project will provide drought tolerant, low maintenance highway planting, addition of irrigation infrastructure with smart technology, and construction of hardscape. The Bi-County segment begins at the Orange Show Road Interchange in the City of San Bernardino and ends at the San Bernardino/Riverside County line; Segment-5 begins just south of Massachusetts Avenue and ends at the I-215/State Route 210 junction in the City of San Bernardino. The estimated landscaping construction capital cost is \$9.7 million.

In January 2019, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) awarded Contract No. 19-1002005 to EXP, for preparation of the Plans, Specifications, and Estimates and construction support services in an amount not-to-exceed \$1,155,065.42. The Board also approved a contingency amount for Contract No. 19-1002005 of \$115,507.00.

In ~~April~~ May 2020, SBCTA and EXP executed Amendment No. 1 to Contract No. 19-1002005 to add right-of-way acquisition services and increase the contract amount by \$11,497.42. In April 2022, the Board approved Amendment No. 2 to Contract No. 19-1002005 to add Segment-5 design services and increase the contract amount by \$885,686.65. Due to the added scope and expanding schedule, a time extension is required for the design contract.

***Recommendation A:***

Staff requests approval of Amendment No. 3 to Contract No. 19-1002005 with EXP to extend the period of performance for an additional three years to January 31, 2027. This time extension will allow EXP to finalize the design and provide construction support during construction and closeout activities. The contract amendment is recommended on the basis that EXP is found to be preeminently positioned to perform the work due to their specific qualifications, unique knowledge and requirements of the project, in compliance with Contracting and Procurement Policy No. 11000, V.C.3.c and V.C.3.d.iii.

*Entity: San Bernardino County Transportation Authority*



**Recommendation B:**

Staff requests an exception to Contracting and Procurement Policy No. 11000, Contract Term, Section IV.B(4), which limits contract terms to five years. Since the contract with EXP includes multiple phases extending beyond the five years, it is necessary to encompass the overall project schedule.

***Financial Impact:***

This item is consistent with the Fiscal Year 2023/2024 Budget under Task No. 0820 Freeway Projects, Sub-Task No. 0839 I-215 Bi-County Landscape Project, and Sub-Task No. 0838 I-215 Segment-5 Landscape 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 November 9, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.

***Responsible Staff:***

Juan Lizarde, Project Manager

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Approved  
Board of Directors  
Date: December 6, 2023

Witnessed By:

## Contract Summary Sheet

14.a

## General Contract Information

Contract No: 19-1002005 Amendment No.: 3

Contract Class: Payable Department: Project Delivery

Vendor No.: 03441 Vendor Name: EXP U.S. Services, Inc.

Description: I-215 Bi-County Landscape Project /Segment-5 Landscape Project  
Environmental, Design and Right of Way Services

List Any Related Contract Nos.: 18-1001820 (Caltrans Cooperative Agreement)

| Dollar Amount                |   |    |              |                                |  |    |             |
|------------------------------|---|----|--------------|--------------------------------|--|----|-------------|
| Original Contract            |   | \$ | 1,155,065.42 | Original Contingency           |  | \$ | 115,507.0   |
| Prior Amendments             |   | \$ | 897,184.07   | Prior Amendments               |  | \$ | (11,497.4   |
| Prior Contingency Released   |   | \$ | 38,674.03    | Prior Contingency Released (-) |  | \$ | (38,674.0   |
| Current Amendment            |   | \$ | -            | Current Amendment              |  | \$ | -           |
| Total/Revised Contract Value |   | \$ | 2,090,923.52 | Total Contingency Value        |  | \$ | 65,335.5    |
|                              | Total Dollar Authority (Contract Value and Contingency) |    |              |                                |  | \$ | 2,156,259.0 |

## Contract Authorization

Board of Directors Date: 12/06/2023 Board Item # 10098

## Contract Management (Internal Purposes Only)

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

Design

## Accounts Payable

Estimated Start Date: 01/09/2019 Expiration Date: 01/31/2024 Revised Expiration Date: 01/31/2027

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

|      |      |      |          |        |         |          | Total Contract Funding: |                     | Total Contingency: |           |
|------|------|------|----------|--------|---------|----------|-------------------------|---------------------|--------------------|-----------|
| Fund | Prog | Task | Sub-Task | Object | Revenue | PA Level | Revenue Code Name       | \$                  |                    | \$        |
| GL   | 4110 | 40   | 0820     | 0839   | 52005   | 41100000 | 640                     | MSI Freeway Program | 2,090,923.52       | 65,335.55 |
| GL   |      |      |          |        |         |          |                         | -                   | -                  | -         |
| GL   |      |      |          |        |         |          |                         | -                   | -                  | -         |
| GL   |      |      |          |        |         |          |                         | -                   | -                  | -         |
| GL   |      |      |          |        |         |          |                         | -                   | -                  | -         |
| GL   |      |      |          |        |         |          |                         | -                   | -                  | -         |
| GL   |      |      |          |        |         |          |                         | -                   | -                  | -         |
| GL   |      |      |          |        |         |          |                         | -                   | -                  | -         |
| GL   |      |      |          |        |         |          |                         | -                   | -                  | -         |
| GL   |      |      |          |        |         |          |                         | -                   | -                  | -         |
| GL   |      |      |          |        |         |          |                         | -                   | -                  | -         |

Juan Lizarde

Project Manager (Print Name)

Kristi Harris

Task Manager (Print Name)

Additional Notes: Design cost of \$885,686.65 for I-215 Segment-5 (EA 08-0071L) will be offset with Federal STP Funds in construction for I-215 County (EA 08-0M94L) resulting in zero increase of new measure for Bi-County.

Attachment: 19-1002005-03\_CSS (10098 : I-215 Bi-County/Segment-5 Amendment No. 3 to Contract No. 19-1002005 with EXP)

**AMENDMENT NO. 3 TO CONTRACT NO. 19-1002005**  
**FOR**  
**INTERSTATE 215 BI-COUNTY LANDSCAPE PROJECT**  
**(EXP U.S. SERVICES, INC.)**

This Amendment No. 3 to Contract No. 19-1002005 is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”), whose address is 1170 W. 3<sup>rd</sup> Street, 2nd Floor, San Bernardino, California 92410-1715; and EXP U.S. SERVICES, INC. (“CONSULTANT”) whose address is 330 North Brand Boulevard, Glendale, CA 91203. SBCTA and CONSULTANT are each a “Party” and collectively the “Parties”.

**RECITALS:**

- A. On January 9, 2019, SBCTA and CONSULTANT entered into a contract for the Interstate 215 (I-215) Bi-County Landscape Project (PROJECT) environmental, design, and right of way services (Contract).
- B. On May 4, 2020, SBCTA executed Amendment No. 1 to include right of way services and increased the contract amount by \$11,497.42.
- C. On December 15, 2021, SBCTA approved Contingency Amendment No. 1A for additional scope to revise the landscape design to meet SBCTA Landscape Policy 34502 and released \$38,674.03 in contingency.
- D. On April 27, 2022, SBCTA Board of Directors executed Amendment No. 2 to add design services for the I-215 Landscape Segment-5 (EA 08-0071L) and increase the Contract amount by \$885,686.65 for a total Contract amount of \$2,090,923.52.
- E. PARTIES now seek to amend this Contract to extend the period of performance to January 31, 2027.

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

1. ARTICLE 4. PERFORMANCE PERIOD, Subarticle 4.1 is revised and replaced in its entirety to read as follows:

“This Contract shall go into effect on January 2, 2019, contingency 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 **January 31, 2027**, unless extended by written amendment.”

2. Except as amended by this Amendment No. 3, all other terms and conditions of the Contract, including all previous amendments, shall remain in full force and effect.
3. This Amendment No. 3 is deemed to be included and made part of the Contract.
4. This Amendment No. 3 will be effective upon execution by SBCTA.

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

DRAFT

IN WITNESS WHEREOF, the Parties have duly executed this Amendment No. 3 below.

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**EXP U.S. SERVICES, INC.**

By: \_\_\_\_\_  
Dawn M. Rowe  
Board President

By: \_\_\_\_\_  
Khalil Saba  
Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Juanda L. Daniel  
Assistant General Counsel

By: \_\_\_\_\_  
Deborah Walters  
Chief Financial Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CONCURRENCE:**

By: \_\_\_\_\_  
Shaneka M. Morris  
Procurement Manager

Date: \_\_\_\_\_

## *Minute Action*

### AGENDA ITEM: 15

**Date:** December 6, 2023

**Subject:**

Interstate 10 Slover Mountain Underpass Project Update

**Recommendation:**

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

Approve termination of Contract No. 22-1002762 with TranSystems Corporation to stop work on the Interstate 10 Slover Mountain Underpass Project.

**Background:**

In September 2022, the San Bernardino County Transportation Authority (SBCTA) awarded Contract No. 22-1002762 to TranSystems Corporation for Plans, Specifications and Estimates Design Services for the Interstate 10 (I-10) Slover Mountain Underpass Project (Project).

The Project proposes to replace the existing Union Pacific Railroad (UPRR) Slover Mountain underpass to accommodate up to two new express lanes in the median in each direction, which falls within the limits of the I-10 Corridor Contract 3. Since the span length of the existing structure is too short to accommodate two express lanes in each direction the Project was advanced to allow for future construction of the ultimate facility at this location.

In conjunction with the design contract, a Preliminary Agreement with UPRR, Contract No. 23-1002888, was also executed in January 2023. This allowed coordination with UPRR to study alternatives to meet their needs and the future I-10 widening. Over a span of six months, eight alternatives were studied. However, the alternatives identified by UPRR, Alternative 2 and Alternative 8, resulted in cost increases of \$35 million and \$38 million, respectively. SBCTA's current budget is \$34.2 million.

| Item                                | Alternative Cost (Escalated to mid-2026) |   |                     |
|-------------------------------------|--|---|---------------------|
|                                     | 1  | 2   | 8                   |
|                                     | Permanent<br>Shoofly<br>SBCTA-PA/ED      | Temp.<br>Shoofly<br>UPRR SELECTED<br>ALTERNATIVES | Double Track        |
| Roadway (Track/Signal/Civil)        | \$12,000,000                             | \$12,800,000                                      | \$15,600,000        |
| Structures                          | \$20,900,000                             | \$41,600,000                                      | \$40,900,000        |
| Subtotal Construction               | <b>\$32,900,000</b>                      | <b>\$54,400,000</b>                               | <b>\$56,500,000</b> |
| Right of Way                        | \$230,000                                | \$230,000   | \$230,000           |
| Total Capital Outlay Cost           | <b>\$33,130,000</b>                      | <b>\$54,630,000</b>                               | <b>\$56,730,000</b> |
| Total Capital Outlay Support Cost   | \$7,500,000                              | \$15,100,000                                      | \$15,700,000        |
| <b>Total Project Cost (roundup)</b> | <b>\$40,700,000</b>                      | <b>\$69,800,000</b>                               | <b>\$72,500,000</b> |
| <b>DELTA INCREASE</b>               | <b>\$6,425,000</b>                       | <b>\$35,525,000</b>                               | <b>\$38,225,000</b> |

**SBCTA BUDGET = \$34,275,000**

The existing structure at Slover Mountain, without modification, can accommodate one express lane in each direction. The current project in design, I-10 Corridor Freight and Express Lanes

*Entity: San Bernardino County Transportation Authority*



## Board of Directors Agenda Item

December 6, 2023

Page 2

Project - Contract 2, ends just west of Slover Mountain and is implementing one express lane in each direction. Therefore, the only purpose of the Project is to provide capacity for a second express lane at some future time. Due to the cost increase of the Project, as well as only one express lane being implemented through Contract 2 and likely extending east in Contract 3, staff recommends terminating the design Contract No. 22-1002762, by issuing a 30-Day termination notice to stop work on the Project, per Section 6.1 of the contract, and defer the Project to a future phase, I-10 Corridor Freight and Express Lanes Project - Contract 3A or 3B.

Per Section 6.1 of the contract, the Executive Director, or his designee, has the right to issue the 30-day termination notice.

***Financial Impact:***

This item is inconsistent with the Fiscal Year 2023/2024 Budget for Task No. 0820 Freeway Projects, Sub-Task No. 0847 Slover Mtn UPRR Overhead, as we would not be progressing with planned expenditures. However, a budget amendment is not required.

***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 November 9, 2023.

***Responsible Staff:***

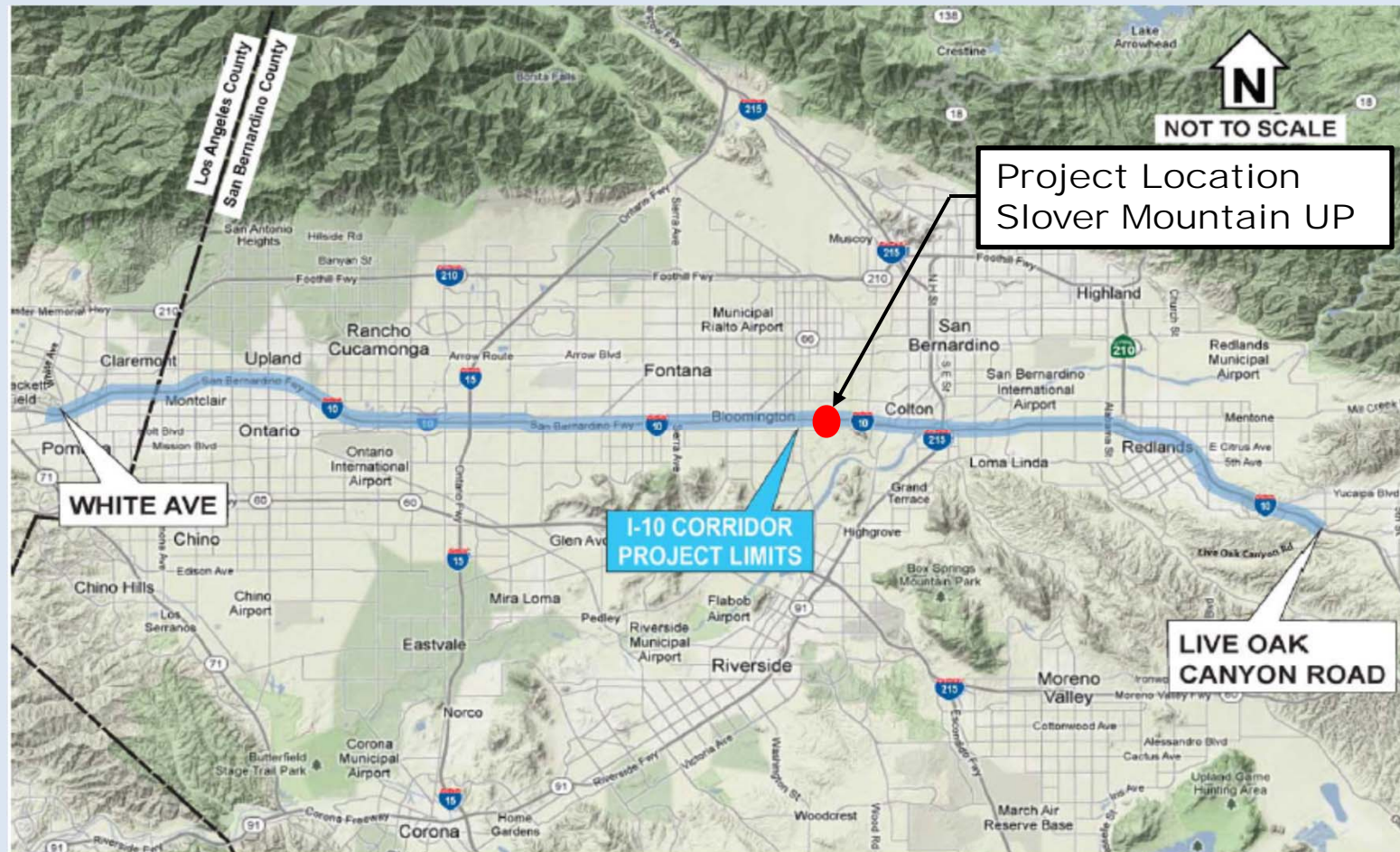
Juan Lizarde, Project Manager

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Approved  
Board of Directors  
Date: December 6, 2023

Witnessed By:

# I-10 Corridor Freight and Express Lane Project Advanced Structure – Slover Mountain Underpass Bridge No. 54-0835



Project Vicinity





Packet Pg. 352

## ***Minute Action***

AGENDA ITEM: 16

***Date:*** December 6, 2023

***Subject:***

California Department of Transportation Interstate 15 Pavement Rehabilitation Project

***Recommendation:***

Receive a presentation from California Department of Transportation, District 8, for project information related to the Interstate 15 Pavement Rehabilitation Project.

***Background:***

In late 2021, the California Department of Transportation (Caltrans), District 8, began construction on the Interstate 15 Pavement Rehabilitation Project (Project) from Oak Hill Road in the City of Hesperia, to Bear Valley Road in the City of Victorville, a length of approximately nine miles.

The Project involves replacement of the existing asphalt concrete pavement, with concrete pavement in the southbound and northbound lanes.

In September 2021, Caltrans awarded the construction contract in the amount of \$133,912,000 to Sully-Miller Contracting Company. The duration of the Project construction will be approximately three years and is anticipated to be completed by spring 2025.

***Financial Impact:***

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

***Reviewed By:***

This item was received by the Mountain/Desert Policy Committee on November 17, 2023.

***Responsible Staff:***

Kristi Harris, Director of Project Delivery

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Approved  
Board of Directors  
Date: December 6, 2023

Witnessed By:

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*Entity: San Bernardino County Transportation Authority*

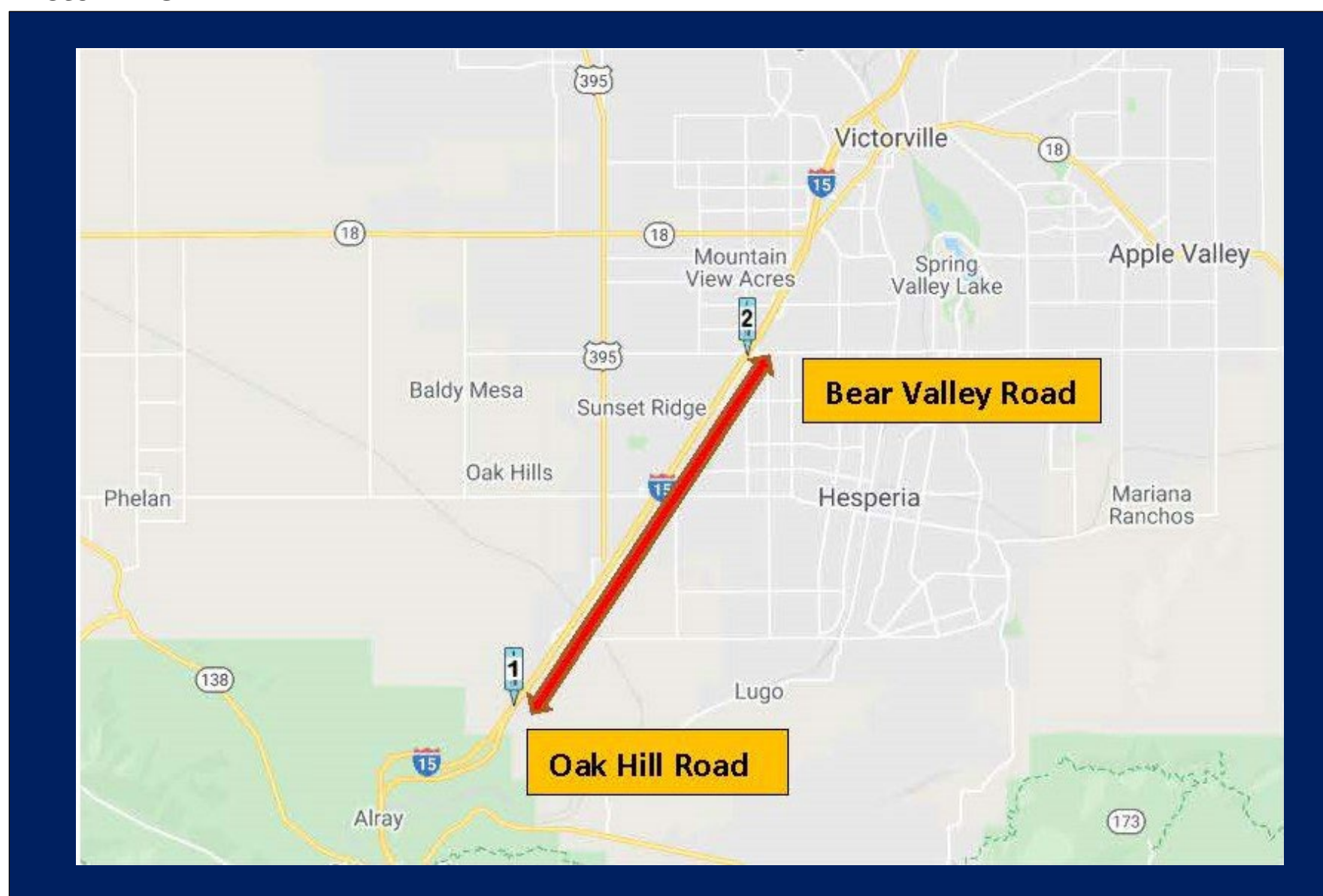
# Interstate 15 Pavement Rehabilitation Hesperia to Victorville



## Fact Sheet

### PROJECT DESCRIPTION

The project will rehabilitate and repave 59 lane miles and ramps and upgrade drainage systems on Interstate 15 (I-15) in San Bernardino County. The project spans from Oak Hill Road in Hesperia to just south of Bear Valley Road in Victorville.



### PROJECT NEED

The purpose of this project is to improve the safety performance and smoother roadway on Interstate 15 from Oak Hill Road to just south of Bear Valley Road in Victorville. Asphalt being replaced with concrete. Drainage systems will be upgraded for better water flow. All work is anticipated to be complete by Summer 2025, weather dependent. Caltrans, District 8 is advising the traveling public to anticipate potential lane and ramp closures for the duration of the project.

### TRAFFIC IMPACT

There will be lane and ramp closures, northbound and southbound, throughout the construction zone for the duration of the project. Connector closures may occur at the I-15 to US 395. Depending on the scope of work these lane and ramp closures will change accordingly with the possibility of reducing lanes to one available in each direction. Delays throughout the project area are anticipated. Inside lanes may close during inclement weather due to potential flooding during construction.

### PROJECT SCHEDULE

Construction hours will vary depending on direction.

#### Monday thru Friday

Opening Saturday mornings.

(Possible Saturday hours TBD)

**Southbound**  
6:00 p.m. to 6:00 a.m.

**Northbound**  
9:00 p.m. to 9:00 a.m.

Schedules can change due to inclement weather.

All work is anticipated to be complete by Summer 2025.

#### Project Contact

**Kimberly Cherry**  
Public Information Officer  
(909) 383-6290  
[Kimberly.Cherry@dot.ca.gov](mailto:Kimberly.Cherry@dot.ca.gov)





# Interstate 15 Pavement Rehabilitation Hesperia to Victorville



## Frequently Asked Questions

### Why is this project needed?

The purpose of this project is to improve the safety performance and smoother roadway on Interstate 15 from Oak Hill Road to just south of Bear Valley Road in Victorville. Drainage systems will be upgraded for better water flow.

### How much is this costing? How long will it last?

The project is approximately \$144 million and is anticipated to be complete in Summer of 2025.

### When will work occur?

Construction hours will vary depending on direction. Going southbound, the hours will be 6 p.m. to 6 a.m., and northbound will be 9 p.m. to 9 a.m., Monday through Saturday (morning). Daytime work will take place behind k-rail to perform electrical, saw cutting and various work operations in the project zone.

### How is traffic being controlled?

Lane and ramp closures in both directions during construction hours, possibly reduced to one lane. Inside lanes will close during inclement weather due to possible flooding. Potential I5/395. connector closures.

### Do I have access of the road during closures?

Yes, but at times the lanes may be reduced to one lane in each direction.

**What happens during an emergency?** If you are having a life-threatening emergency, call 911. An emergency responder plan is in place and continuously updated. Depending on the emergency, emergency personnel are given access to the needed area.

### How can I receive project information?

You can find project information on our Twitter and Facebook feeds. We update our social media accordingly.

You can contact the Public Information Officer: Kimberly Cherry (909) 383-6290.





Caltrans  
District 8

Mountain  
Desert Policy  
Committee


November  
17, 2023



Kimberly  
Cherry

[Kimberly.cherry@dot.ca.gov](mailto:Kimberly.cherry@dot.ca.gov)



## Caltrans District 8



- 🏠

4.8

Million Residents of Riverside and San Bernardino County
- 🚩

49

Incorporated Cities
- 📏

28,650

Square Miles (Largest of the 12 Districts)
- 📍

32

State Routes

4

Interstate Routes
- 📍

7,200

Lane Miles
- 👥

1,700

Plus

Employees

Caltrans District 8



**Monday - Saturday**  
**Northbound**  
 9pm to 9am  
**Southbound**  
 6pm to 6am

Timeline  
 Fall 2021 – Summer 2025

Purpose  
 To improve the safety performance, extend the life of the highway, and make a smoother roadway in a high-traffic corridor.

- Crews are currently performing drainage, striping, electrical and pothole repairs.
- Replacing asphalt with concrete.
- Night work is ongoing both north-bound and south-bound to allow for operations. Daytime operations continue behind k-rail.
- Expected in May: South-bound traffic will shift into the new paved median near Ranchero Rd.
- Intermittent ramps and I-15/SR-395 connector closures may occur to perform work.

## Construction Progress



## Upcoming Projects

I-15 SB Cajon Weigh Station  
Relocation

I-15 Cleghorn Bridge  
Upgrades

# To Receive Updates

Subscribe to our newsletter!

Stay current on all Caltrans District 8 news and events by visiting us on social media and our website:



State of California • Department of Transportation  
**Commuter Alert**  
 Date: April 7, 2023  
 Alert #: 23-102  
 District: 8 (San Bernardino, Riverside)  
 Project ID: I-15-08-0K122  
 Contact: [PublicAffairs@dot.ca.gov](mailto:PublicAffairs@dot.ca.gov)  
 Phone: (909) 383-6290 / (909) 665-3050  
 FOR IMMEDIATE RELEASE

**I-15 Pavement Rehabilitation from Hesperia to Victorville**  
 April 10-15, 2023

**SAN BERNARDINO** - The California Department of Transportation (Caltrans) continues work to

rehabilitate 50 miles of new, broken, and damaged pavement on Interstate 15 (I-15) in San

Bernardino County. The project spans from Oak Hill Road in Hesperia to just south of Bear Valley

Road in Victorville. Crews continue excavation and paving operations north and southbound.

**In the event of significant rain**, I-15 and I-215 lanes #7 and #8 will close due to potential flooding.

**Weather-Related Schedule:** I-15 Southbound, I-215 Northbound will be subject to change.

**Southbound:** I-15 from Oak Hill Rd to Bear Valley Rd, 7:00 p.m. to 9:00 a.m.

• All on/off ramps are subject to intermittent closures for crew safety and related work.

**Northbound:** I-15 from Bear Valley Rd to Oak Hill Rd, 6:00 p.m. to 8:00 a.m.

• All on/off ramps are subject to intermittent closures for crew safety and related work.

• All on/off ramps are subject to intermittent closures for crew safety and related work.

**Low reconfiguration in place:** Lanes 1 and 2, NB, will move

from the heavy construction center median, splitting from the 3

adjacent lanes, with a total of both lanes for approximately 1 mile.

**All NB traffic will be shifted into the general median lane** beginning

during this week. Traffic, NB & SB, may use newly constructed lanes

temporarily until construction is complete.

**POSSIBLE CONNECTION CLOSURES AT THE NB15-18 TO**

**NB15 ON 94th STREET OVERPASS.**

**Big rigs, trucks and trailers, or large loads SHOULD NOT use**

**lanes 1 & 2 SB, about 1/2 mile south of the overpass, and exiting from**

**center median. To avoid delays, use SB-15 to SB-12 at Phoenix**

**highway, 1/2 mile south of the overpass. Use caution and reduce your speed when**

**approaching and driving through the construction zones.**

The project is expected to be complete in early 2025.

Follow us for the latest information on [RebuildingCA](https://www.rebuildingca.gov) and [Caltrans](https://www.caltrans.ca.gov). You can plan your commute and view

live traffic conditions using [Quickmap](https://www.quickmap.dot.ca.gov) and [Quickmap](https://www.quickmap.dot.ca.gov).

For those with sensory disabilities requiring alternate formats (i.e., Braille, large print, sign

language interpreter, etc.) and those needing information in a language other than English, please

contact Public Affairs at 909-383-4031 or TTY 711.



@Caltrans8

@Caltrans8



Caltrans8.info

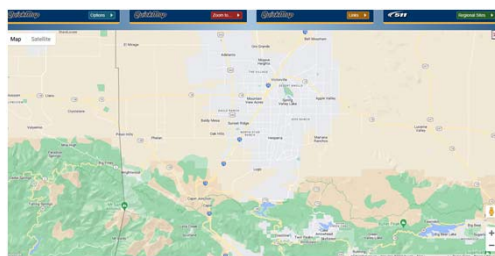
Public Information Officer

Kimberly Cherry

909-383-6290

[Kimberly.cherry@dot.ca.gov](mailto:Kimberly.cherry@dot.ca.gov)

## Caltrans District 8 – Stay Connected



For live traffic information please download our Quickmap app or visit [Quickmap.dot.ca.gov](https://www.quickmap.dot.ca.gov):



Visit [Rebuildingca.ca.gov](https://www.rebuildingca.gov) for Current SB 1 Information

Caltrans District 8 looks forward to working with you to provide a safe and reliable transportation network for the residents of San Bernardino and Riverside Counties.



## *Minute Action*

### AGENDA ITEM: 17

***Date:*** December 6, 2023

***Subject:***

Interstate 10 Corridor Freight and Express Lanes Project - Contract 1 Construction Zone Enhanced Enforcement Program 2024

***Recommendation:***

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

Authorize the Executive Director, or his designee, to execute Agreement No. 24-1003070 for Construction Zone Enhanced Enforcement Program services with the California Highway Patrol for the Interstate 10 Corridor Freight and Express Lanes Project – Contract 1 in an amount not-to-exceed \$3,000,000, with a contract term through December 31, 2028, subject to approval as to form by SBCTA General Counsel.

***Background:***

This is a new contract which will provide for California Highway Patrol (CHP) Construction Zone Enhanced Enforcement Program (COZEEP) services needs solely on the Interstate 10 (I-10) Corridor Freight and Express Lanes Project - Contract 1 (Project) for a period of five years.

On September 5, 2018, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved Agreement No. 18-1001972 for COZEEP services with the CHP for the Project. **In accordance with the California Department of Transportation (Caltrans) Construction Manual, on every project that requires the contractor to close traffic lanes, the need for COZEEP service shall be assessed as part of the project's safety review. On the Project, COZEEP is provided** ~~required~~ for full freeway closures and when two or more freeway lanes are closed ~~according to the California Department of Transportation (Caltrans) Construction Manual~~. The agreement also enables SBCTA to utilize CHP officers and vehicles to patrol Project construction zones to reduce potential accidents and assist with traffic breaks as needed for construction activities. CHP presence typically reduces traffic speed throughout the construction zone, increasing overall corridor safety for the traveling public and construction workers.

Subsequently, an amendment to Agreement No. 18-1001972 was approved by the Board on July 5, 2023. The amendment increased the total not-to-exceed amount by \$750,000 for an amount of \$3,250,000 through December 2023. As reported to the Board at the January 2023 meeting, the current Project substantial completion date reflects a delay from summer 2023 to April 2024. Staff expects the need for COZEEP services to complete the construction and landscape phases of the Project through December 2028.

Based on the requirements included in the Project Design-Build contract, SBCTA will be credited by the contractor for all COZEEP service costs required for the Project. Establishing this separate agreement with CHP will allow all parties to track costs separately from other CHP COZEEP services provided on other SBCTA projects.

Staff is recommending authorization for the Executive Director, or his designee, to execute Agreement No. 24-1003070 for COZEEP services with the CHP for the Project for a not-to-exceed amount of \$3,000,000, with a contract term from January 1, 2024 to December 31, 2028.

*Entity: San Bernardino County Transportation Authority*

## Board of Directors Agenda Item

December 6, 2023

Page 2

***Financial Impact:***

This item is consistent with the Fiscal Year 2023/2024 Budget under Task No. 0820 Freeway Projects, Sub-Task No. 0823 I-10 Corridor Phase 1.

***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 (MVSS) on November 9, 2023. **After the item was approved at MVSS, corrections were added to the background in bold to provide further clarification.** SBCTA General Counsel and Risk Manager have reviewed this item and the draft agreement.

***Responsible Staff:***

Philip Chu, Chief of Toll Operations

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Approved  
Board of Directors  
Date: December 6, 2023

Witnessed By:

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San Bernardino County Transportation Authority





STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

23R855001

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTOR NAME

San Bernardino County Transportation Authority

2. The term of this Agreement is:

START DATE

01/01/2024

THROUGH END DATE

12/31/2028

3. The maximum amount of this Agreement is:

\$3,000,000.00 (Three Million Dollars and Zero Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| Exhibits         | Title                                 | Page |
|------------------|---------------------------------------|------|
| Exhibit A        | Scope of Work                         | 2    |
| Exhibit B        | Budget Detail and Payment Provisions  | 1    |
| Exhibit C *      | General Terms and Conditions (4/2017) | *    |
| +<br>- Exhibit D | Special Terms and Conditions          | 1    |

*Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

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

San Bernardino County Transportation Authority

CONTRACTOR BUSINESS ADDRESS

1170 West 3rd Street, 2nd Floor

CITY

San Bernardino

STATE

CA

ZIP

9241

PRINTED NAME OF PERSON SIGNING

Raymond W. Wolfe

TITLE

Executive Director, SBCTA

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTING AGENCY ADDRESS

601 N. 7th Street

CITY

Sacramento

STATE

CA

ZIP

9581

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

APPROVED AS TO FORM:

Juanda Daniel, SBCTA Assistant General Counsel

Packet Pg. 363

Attachment: 24-1003070 (23R855001) (10104 : I-10 Corridor Freight &amp; Express Lanes Project - Contract 1 COZEPP 2024)

CCC 04/2017

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

|  |  |  |
|--|--|--|
| <i>Contractor/Bidder Firm Name (Printed)</i><br>San Bernardino County Transportation Authority (SBCTA) |  | <i>Federal ID Number</i><br>33-0478781 |
| <i>By (Authorized Signature)</i><br><br>   |  |  |
| <i>Printed Name and Title of Person Signing</i><br>Raymond W. Wolfe, Executive Director                |  |  |
| <i>Date Executed</i><br><br>   | <i>Executed in the County of</i><br>San Bernardino |  |

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) any available counseling, rehabilitation and employee assistance programs; and,
  - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - 1) receive a copy of the company's drug-free workplace policy statement; and,
  - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full-time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,



or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.



## EXHIBIT A (Standard Agreement)

### SCOPE OF WORK

1. San Bernardino County Transportation Authority agrees to reimburse the Department of California Highway Patrol (CHP) for costs associated with traffic enforcement related services, provided by the CHP Rancho Cucamonga Area office . These Construction Zone Enhancement Enforcement Program (COZEEP) traffic control service shall be provided during the I-10 Corridor Contract 1 project and all other project within Rancho Cucamonga CHP Jurisdiction., provided by the CHP Rancho Cucamonga Area office to provide increased traffic patrol and enforcement related services.
2. Service Area: For construction of two Express Lanes in each direction from the Los Angeles/San Bernardino County line (Mills Avenue) to the I-10/I-15 Interchange and all other related work within Rancho Cucamonga CHP jurisdiction.
3. The services shall be provided during:

The hours of duty performed by CHP officer(s) under this Agreement are those mutually agreed upon by the Project Representatives listed below, or designees. Any changes to the proposed plan such as additional hours, dates, and sites for traffic control can be requested and/or on an "as needed" basis and must be mutually agreed upon by the local CHP command and San Bernardino County Transportation Authority.

4. The project representatives during the term of this agreement will be:

|   |  |   |  |
|---|--|---|--|
| STATE AGENCY  |  | CONTRACTEE  |  |
| Department of California Highway Patrol   |  | San Bernardino County Transportation Authority                                    |  |
| NAME AND E-MAIL ADDRESS   |  | NAME  |  |
| Sergeant Leon Lopez<br><a href="mailto:lelopez@chp.ca.gov">lelopez@chp.ca.gov</a> |  | Philip Chu, Chief of Toll Operations  |  |
| TELEPHONE NUMBER  |  | TELEPHONE NUMBER  |  |
| (760) 241-1186  |  | (909) 884-8276  |  |
| Direct all inquiries to:  |  |   |  |
| STATE AGENCY  |  | CONTRACTEE  |  |
| Department of California Highway Patrol   |  | San Bernardino County Transportation Authority                                    |  |
| SECTION/UNIT  |  | E-MAIL ADDRESS  |  |
| Contract Services Unit  |  | <a href="mailto:pchu@gosbcta.com">pchu@gosbcta.com</a>                            |  |
| ATTENTION   |  | ATTENTION   |  |
| Joshua Wickland, Contract Analyst   |  | Philip Chu, Chief of Toll Operations  |  |
| ADDRESS   |  | ADDRESS   |  |
| 601 N. 7 <sup>th</sup> Street<br>Sacramento, CA 95811                             |  | 1170 W. 3 <sup>rd</sup> Street, 2 <sup>nd</sup> Floor<br>San Bernardino, CA 92410 |  |
| TELEPHONE NUMBER  | EMAIL  | TELEPHONE NUMBER  |  |
| (916) 843-3612  | <a href="mailto:Joshua.wickland@chp.ca.gov">Joshua.wickland@chp.ca.gov</a> | (909) 884-8276  |  |

**EXHIBIT A  
(Standard Agreement)**

**SCOPE OF WORK** (Continued)

5. Detailed description of work to be performed:

- A. CHP Rancho Cucamonga Area office shall provide CHP officer(s) with vehicles and coordinate all traffic patrol and enforcement for San Bernardino County Transportation Authority. Should the CHP Rancho Cucamonga Area office be unable to fill the necessary staffing for each event, out-of-Area uniformed personnel will be used to make up for the shortage of CHP Officers.
- B. The traffic control services to be performed by CHP officer(s) under this Agreement, including the standards of performance, discipline and control thereof, shall be the responsibility of CHP.
- C. It is understood by the San Bernardino County Transportation Authority that billing of CHP officer(s) time shall be from portal to portal (CHP Area office to the service location and return to CHP Area office) except as specified in Item D.
- D. If the CHP officer(s) has reported to the assigned location and has worked less than four (4) hours, San Bernardino County Transportation Authority agrees to pay every assigned CHP officer(s) a minimum of four (4) hours overtime. Exception: This does not apply to those cases when the hours worked is part of an extended shift.

If the CHP officer(s) report(s) to the assigned service location and if for any reason CHP reassigns the officer(s) away from the service location, San Bernardino County Transportation Authority will be billed only for the officer(s) actual time incurred from the CHP Area office to the service location and for the time spent at the assigned service location covered under this Agreement.

E. Cancellation of Services:

San Bernardino County Transportation Authority shall not be charged for service cancellations made more than twenty-four (24) hours prior to the scheduled assignment.

1. San Bernardino County Transportation Authority agrees that if service cancellation is made within twenty-four (24) hours prior to the scheduled assignment and the assigned CHP officer(s) cannot be notified of such service cancellation, a minimum of four (4) hours overtime shall be charged for each assigned CHP officer.
2. San Bernardino County Transportation Authority agrees that if service cancellation is made within twenty-four (24) hours prior to the scheduled assignment and CHP officer(s) is notified of such service cancellation, San Bernardino County Transportation Authority shall only be charged a short notice service cancellation fee of \$50.00 per assigned CHP officer(s).
3. All service cancellation notices to CHP must be made during normal CHP business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding state holidays.
4. The CHP agrees to make reasonable efforts to notify the assigned CHP officer(s) of the service cancellation.

**EXHIBIT B**  
**(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. The CHP shall provide San Bernardino County Transportation Authority with an itemized invoice which details all CHP costs for traffic control services under this Agreement.

Monthly itemized invoices will be submitted in duplicate to:

San Bernardino County Transportation Authority  
Attn: Philip Chu, Chief of Toll Road Operations  
1170 W, 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 92410

San Bernardino County agrees to pay CHP within thirty (30) days after the date of the invoice(s).

- B. In consideration for the traffic control services contained here, the San Bernardino County agrees to reimburse the CHP upon receipt of an itemized invoice, for both the actual hours worked by CHP officers (at the overtime rate described below), and at the time services are provided. The rates indicated in this Agreement are for *estimate* purposes only. It is understood by both parties that rate increases in salary and benefits are governed by collective bargaining agreements and/or statute and that no advance written notification is necessary prior to implementing the increased rates. In the event the CHP is granted a rate increase, the San Bernardino County shall pay the increased rate. The following information is the CHP's officer and sergeant overtime and mileage rates effective Fiscal Year 22/23, until superseded:

| <u>CLASSIFICATION</u> | <u>OVERTIME RATE</u> |
|-----------------------|----------------------|
| CHP Officer           | \$ 113.58 per hour   |
| CHP Sergeant          | \$ 138.18 per hour   |
| CHP Automobile        | \$ 1.51 per mile     |

## EXHIBIT C

## General Terms and Conditions (GTC 04/2017)

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.



8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors 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 and veteran status, nor shall they discriminate unlawfully 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 and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)  
  
Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
  - a. The Government Code Chapter on Antitrust claims contains the following definitions:
    - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
    - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
  - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
  - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
  - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.



16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
  - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
  - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**EXHIBIT D**  
**(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

1. The CHP and San Bernardino County Transportation Authority agree this Agreement may be canceled by either party with thirty (30) days advance written notice.
2. In the event of an emergency, this Agreement may be canceled by either party without prior notice.
3. The CHP and San Bernardino County Transportation Authority, agree that this Agreement may be amended by written mutual consent of the parties hereto.
4. Unforeseen events may require CHP officer(s) to expend hours in excess of the original estimate. Any costs in excess of the original estimated amount will be processed by appropriate amendment to the Agreement, to reflect the actual costs incurred.
5. Additional charges may be assessed for CHP supplies, additional equipment utilized, damage to property repaired or replaced at state expense, which are directly related to the services provided herein, but only to the extent such supplies or additional equipment are specifically requested in writing by San Bernardino County Transportation Authority or such need for repair or replacement of property arises directly from San Bernardino County Transportation Authority gross misconduct or willful negligence with respect to the property.
6. Gifts, donations, or gratuities may not be accepted by CHP employees in their own behalf or in behalf of the Department, informal squad club, or other local funds.
7. San Bernardino County Transportation Authority agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy and records and supporting documentation pertaining to the performance of this Agreement. San Bernardino County Transportation Authority agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. San Bernardino County Transportation Authority agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, San Bernardino County Transportation Authority agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et CCR Title 2, Section 1896).
8. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed within a reasonable period of time (ten days) by the parties normally responsible for the administration of this contract shall be brought to the attention of the Administrative Services Officer (or designated representative) of each organization for joint resolution.
9. The San Bernardino County Transportation Authority agrees to provide CHP with a resolution, motion, order or ordinance of the governing body, which authorizes execution of this Agreement, and indicates the individual who is authorized to sign the Agreement on behalf of San Bernardino County Transportation Authority.

## ***Minute Action***

### AGENDA ITEM: 18

***Date:*** December 6, 2023

***Subject:***

State Route 247/62 Emergency Bypass Study

***Recommendation:***

Receive an update on the State Route 247/62 Emergency Bypass Study.

***Background:***

On September 8, 2022, the Governor signed Assembly Bill (AB) 179, which amended the Budget Act of 2022 to reflect changes necessary to implement the budget agreement for the State of California. AB 179 also appropriated funding for Priority Legislative Budget Projects (PLBP), otherwise known as state earmarks. The PLBP program includes earmarks for a variety of projects including transportation-related projects. In April 2022, the San Bernardino County Transportation Authority (SBCTA) had submitted a request for an earmark in the amount of \$1,000,000 to conduct the State Route (SR) 247/62 Emergency Bypass Lane Study (Project). On December 12, 2022, SBCTA was notified that the request was approved and included in AB 179. The California Department of Transportation (Caltrans) is the authorizing agency for the proper distribution of the funding provided by this legislation.

The Project will determine how best to increase the usefulness of SR 247 and SR 62 as a more viable alternative to Interstate 15 (I-15) through the Cajon Pass in the event of an emergency, such as earthquake, wild fire, major incident, or other disaster. The Project will explore potential countermeasures in order to determine how to limit the negative impacts an extended closure of I-15 would cause and explore geometric improvements as well as operational strategies to maintain traffic flow for freight, person-travel, and emergency services. Outreach to a broad cross-section of agencies, to include California Highway Patrol (CHP), Caltrans, local fire and law enforcement agencies and state/federal resource agencies, will be integral to the study.

The Project will be conducted in the context of emergency bypass needs throughout the Victor Valley and Morongo Basin and take into account existing traffic management plans that have been developed by law enforcement, transportation, and emergency service agencies to deal with I-15 closures and major incidents. Additionally, the Project will be conducted in a way that identifies specific potential improvements on SR 247 and SR 62 between Barstow, the Town of Yucca Valley, and Interstate 10 (I-10) near Palm Springs. Any improvements identified may be recommended for next steps in project programming and funding documents that can be used as the basis for funding requests, including state and federal capital grants.

A Request for Proposals for consultant services has been authorized by the Executive Director for release by approximately late November 2023. The Scope of Work has been included as Attachment A to this agenda item and it is estimated that consultant services will be in the range of \$700,000. Additional funds from the earmark are being set aside for staff management and coordination with Caltrans and emergency service agencies.

Two components of the Emergency Bypass Study are included in the Scope of Work. Part 1 is the preparation of an area-wide Emergency Bypass Strategy that can build on any existing

*Entity: San Bernardino County Transportation Authority*

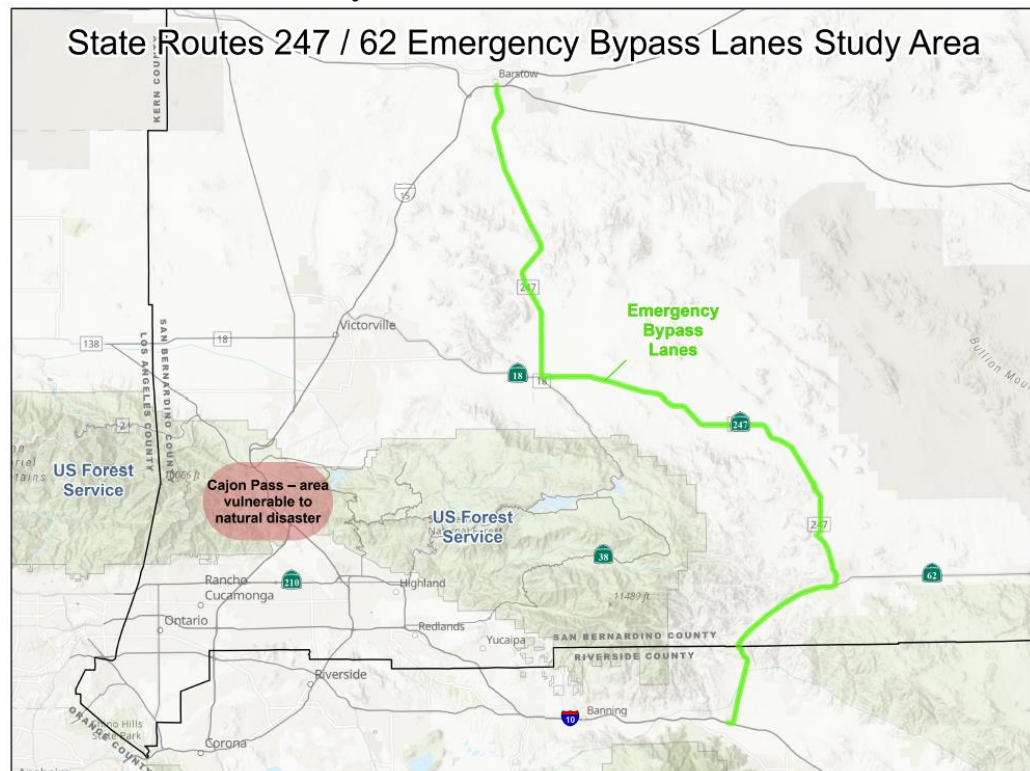


response plans previously developed by the CHP, Caltrans, and other emergency service agencies as a basis for managing traffic for periods when I-15 through the Cajon Pass is closed. The strategy should also incorporate plans for when the I-15 carrying-capacity is significantly limited for a period of time long enough to warrant diversion of traffic to other routes.

Part 2 involves the preparation of a feasibility study for potential geometric and operational improvements on the portions of SR 247 from Barstow to Yucca Valley, on SR 62 from Yucca Valley to I-10 in Palm Springs, in the Cajon Pass, and on other state and local roadways that feed the Cajon Pass from either direction. This will become the basis for recommending next steps in the project development process that will allow for strategic improvements to SR 247 and SR 62 and other routes that will better prepare agencies for dealing with traffic during emergencies. For example, specific locations for geometric/operational improvement, or installation of dynamic message signs and other warning/information systems may be identified by the project steering committee that are suitable for inclusion in state and local project development and funding plans.

One of the likely outgrowths of the SR 247/62 Emergency Bypass Study is a recommendation to prepare Caltrans Project Initiation Documents (PIDs) for specific sections of that route or for strategic locations elsewhere in the Victor Valley or Cajon Pass. The PIDs will be the next step in the project programming/funding process. Projects under \$1 million in estimated cost may qualify to go through the encroachment permit process. Chapter 9 of the Caltrans Project Development Procedures Manual (PDPM) explains how the PID development process works. See: [PID Program Guidance and Policy | Caltrans](#) for an overview.

**Figure 1. Overview of SR 247/62 Study Area**



## Board of Directors Agenda Item

December 6, 2023

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It is not the intent of this study to identify projects for general widening of these routes. However, the Emergency Bypass Strategy needs to be developed enough to support the recommendations for roadway geometric and operational improvements to better serve emergency service needs.

The primary deliverables from this study will include:

- Part 1: I-15 Emergency Bypass Strategy, developed in collaboration across state and local emergency service agencies. Recommendations may include geometric/operational improvements on strategic roadways in the Victor Valley and improvements to the ways in which emergency response information is delivered to travelers approaching the Cajon Pass in either direction.
- Part 2: SR 247/62 Emergency Bypass Feasibility Study. The project purpose will be focused on operational improvements and targeted improvements at key bottlenecks so as to accommodate the additional traffic flows experienced during extended shutdowns of I-15 in the Cajon Pass. The SBCTA Board of Directors would be involved in setting priorities.

***Financial Impact:***

This item is consistent with the Fiscal Year 2023/2024 Budget.

***Reviewed By:***

This item was received by the Transportation Technical Advisory Committee on October 30, 2023 and the Mountain/Desert Policy Committee on November 17, 2023.

***Responsible Staff:***

Ginger Koblasz, Senior Planner

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Approved  
Board of Directors  
Date: December 6, 2023

Witnessed By:



## Attachment A

### Scope of Work for the SR-247/62 Emergency Bypass Study San Bernardino County Transportation Authority

#### Study Background and Objectives

On September 8, 2022, the Governor signed Assembly Bill (AB) 179, which amended the Budget Act of 2022 to reflect changes necessary to implement the budget agreement for the State of California. AB 179 also appropriated funding for the Priority Legislative Budget Projects (PLBP) Program, otherwise known as state earmarks. The PLBP Program includes earmarks for a variety of projects including transportation-related projects. In April 2022, the San Bernardino County Transportation Authority (SBCTA) submitted a request for an earmark in the amount of \$1,000,000 to conduct the State Route (SR) 247/62 Emergency Bypass Lane Study (Project). On December 12, 2022, SBCTA was notified that the request was approved and included in AB 179. The California Department of Transportation (Caltrans) is the authorizing agency for the proper distribution of the funding provided by this legislation.

The Project will be conducted in the context of emergency bypass needs throughout the Victor Valley and Morongo Basin and take into account existing traffic management plans that have been developed by law enforcement, transportation, and emergency service agencies to deal with I-15 closures and major incidents. Additionally, the Project will be conducted in a way that identifies specific potential improvements on SR-247 and SR-62 between Barstow, the Town of Yucca Valley, and Interstate 10 near Palm Springs. Any improvements identified may be recommended for next steps in project programming and funding documents that can be used as the basis for funding requests, including state and federal capital grants.

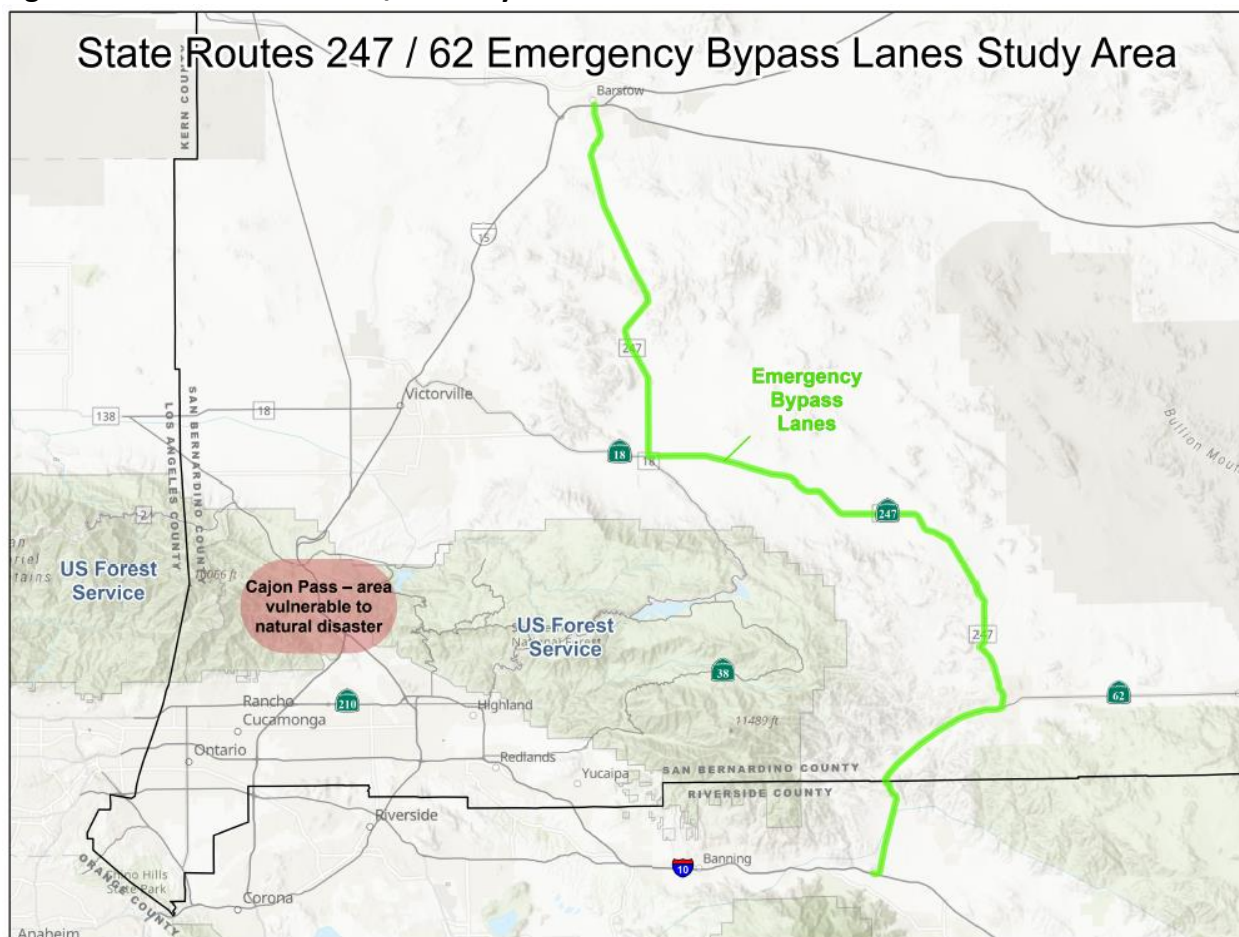
Two components of the Emergency Bypass Study are included in the Scope of Work. Part 1 is the preparation of an area-wide Emergency Bypass Strategy that can build on any existing response plans previously developed by the California Highway Patrol (CHP), Caltrans, and other emergency service agencies as a basis for managing traffic for periods when Interstate 15 through the Cajon Pass is closed. The strategy should also incorporate plans for when the I-15 carrying-capacity is significantly limited for a period of time long enough to warrant diversion of traffic to other routes.

Part 2 involves the preparation of a Feasibility Study for potential geometric and operational improvements on the portions of SR-247 from Barstow to Yucca Valley, on SR-62 from Yucca Valley to Interstate 10 in Palm Springs, in the Cajon Pass, and on other state and local roadways that feed the Cajon Pass from either direction. This will become the basis for recommending next steps in the project development process that will allow for strategic improvements to SR-247 and SR-62 and other routes that will better prepare agencies for dealing with traffic during emergencies. For example, specific locations for geometric/operational improvement, or installation of dynamic message signs and other warning/information systems may be identified

by the project steering committee that are suitable for inclusion in state and local project development and funding plans.

One of the likely outgrowths of the SR-247/62 Emergency Bypass Study is a recommendation to prepare Caltrans Project Initiation Documents (PIDs) for specific sections of that route or for strategic locations elsewhere in the Victor Valley or Cajon Pass. The PIDs will be the next step in the project programming/funding process. Projects under \$1 million in estimated cost may qualify to go through the encroachment permit process. Chapter 9 of the Caltrans Project Development Procedures Manual (PDPM) explains how the PID development process works. See: [PID Program Guidance and Policy | Caltrans](#) for an overview.

**Figure 1. Overview of SR-247/62 Study Area**



It is not the intent of this study to identify projects for general widening of these routes. However, the Emergency Bypass Strategy needs to be developed enough to support the recommendations for roadway geometric and operational improvements to better serve emergency service needs.

The primary deliverables from this study will include:

- Part 1: I-15 Emergency Bypass Strategy, developed in collaboration across state and local emergency service agencies. Recommendations may include geometric/operational

improvements on strategic roadways in the Victor Valley and improvements to the ways in which emergency response information is delivered to travelers approaching the Cajon Pass in either direction.

- Part 2: SR-247/62 Emergency Bypass Feasibility Study. The project purpose will be focused on operational improvements and targeted improvements at key bottlenecks so as to accommodate the additional traffic flows experienced during extended shutdowns of I-15 in the Cajon Pass. The SBCTA Board, Caltrans, and local jurisdictions would be involved in setting funding priorities.

A portion of the earmark is being reserved for staff management of the project and for coordination with Caltrans and/or other emergency service agencies. It is anticipated that approximately one third of consultant project resources would be devoted to development of the Emergency Bypass Strategy in Part 1 and 2/3 devoted to the Feasibility Study in Part 2, but the Emergency Bypass Strategy will be critical for defining the overall role of SR-247/62 and the role of other roadways at the north and south ends of the Cajon Pass. The strategy at the south end of the pass is expected to be simpler than at the north end, by virtue of the ramps available between the I-15 and I-215 freeways that converge at the south end. The north end is much more complex and constrained, but the south end is no less important.

### **Scope of Work**

#### **Part 1 – Emergency Bypass Strategy for I-15/Cajon Pass Closures**

##### **Task 1.1 – Obtain and Analyze Existing Response Plans, As Available**

Some very basic information is available on current response plans in the event of an I-15 Cajon Pass closure or serious incident. Additional coordination will be required to confirm current plans and obtain input from CHP, Caltrans, and emergency response agencies regarding lessons learned from prior responses and how the plans might be improved. SBCTA will take the lead in organizing these entities into a Cajon Pass Working Group that can be used by the consulting team to both obtain information and identify ways in which the response plans could be made more effective. The consultant will be responsible for preparing agendas, developing materials, managing meetings, and documenting progress in development of an overall strategy. Major closure events in the Cajon Pass will need to be documented over at least the last 10 years. Initial meetings of the Working Group should focus on describing current response plans and identifying the key routes that should be included for consideration in the development of the Emergency Bypass Strategy and the Feasibility Study.

##### **Task 1.2. Obtain and review existing reports, data, studies, mapping or other information**

Assemble the studies, data, and mapping necessary for analysis of the segments identified in Task 1.1 to assist in determining what improvements may be appropriate and feasible at each location. The consultant should access archived “big data” to analyze traffic flows for at least three major Cajon Pass incidents in which significant amounts traffic were diverted. SBCTA has maintained

the ClearGuide system of archived data for San Bernardino County roadways the last 8 years, and access can be provided to the consultant. Other archived data platforms may also be used along with after-action reports, incident debriefs, etc. to reconstruct what occurred at some of the major incidents involving the Cajon Pass. A technical memorandum shall be prepared documenting the key location and extent of bottlenecks along alternate routes, how the routes were utilized by the traveling public, and problems that may have occurred with heavy duty truck traffic (bridge weight limits, height of overhead structures, turn radii at key intersections, routing of hazardous materials, etc.). The findings shall be documented in a technical memorandum.

**Task 1.3 – Collaborate with the Cajon Pass Working Group to identify targeted operational, geometric, and traveler information improvements.**

The consultant will translate the discussions on emergency response strategy into specific strategic improvements that could be further developed to make the emergency bypass operations more effective and efficient. It is anticipated that specific bottleneck locations that have been experienced on alternate routes in prior I-15 closures will be given special attention. These bottlenecks need to be documented, and specific improvement and/or operational procedures conceived that can increase throughput. This needs to be thought of as a system, not just as isolated bottlenecks, the relief of which could just move the bottleneck further downstream. In addition, the strategy will likely need to be tied to the northern and southern limits of the I-15 closure. For example, a closure north of SR-138 may allow for a different emergency bypass plan than if the closure is south of SR-138. The findings shall be documented in a technical memorandum.

**Task 1.4 – Prepare Draft and Final Emergency Bypass Strategy**

The Consultant will develop a draft Emergency Bypass Strategy that puts all of the pieces of the strategy together in a manner that is useful and practical for use by those responsible for its implementation: CHP, Caltrans, and local/state emergency response agencies. Those responsible for its implementation must have confidence in its usefulness and practicality in emergency situations. They will also be in the best position to critique the draft. Additionally, the response strategy will serve as a guide for the type of improvements that should be considered specifically for the SR-247/SR-62 corridor. Following a comment period, the Consultant will prepare the Final Emergency Bypass Strategy. The means for making the strategy available and for keeping it updated will need to be incorporated into the document.

## **Part 2 – Feasibility Study for SR-247/62 and Other Routes**

Part 2 of the Scope of Work will be developed in the context of the role of this corridor in the overall Emergency Bypass Strategy. While SR-247/62 is a primary focus route for the Feasibility Study, the project purpose will be focused on operational improvements and targeted improvements at key bottlenecks within the overall corridor so as to accommodate the additional traffic flows experienced during extended shutdowns of I-15 in the Cajon Pass. The emergency driver information needs identified in Part 1 of the study may also suggest specific locations or

systems that can get information out to those who need it at the point where it is most useful to make route decisions. Routing apps on mobile phones have become an important part of dynamic route planning and adjustment, and all of this needs to be taken into account when designing an information system that helps limit the impact of a major shut-down of I-15. In that light, the tasks below identify the general process for carrying out the study.

Task 2.1. Identify the roadway segments and geographic areas for which to develop improvements

This task will be an outgrowth of the Emergency Bypass Strategy developed in Part 1. But it will require the specification of the limits of each segment to be evaluated. Just the SR-247/62 alternate route from Barstow to Palm Springs is almost 100 miles. A methodology needs to be devised to identify key bottlenecks and segments along this and other routes, the improvement of which could become part of a more effective emergency response routing system. The result of this task would be mapping of these segments or locations, definition of approximate project limits, and why each segment needs to receive further analysis and development. Some segments will be longer than others, and some may simply be key intersections. It is expected that most of these will be state highways, but there could also be segments that are the responsibility of the County or cities. A technical memorandum shall be prepared to document these locations, the objective of any proposed improvements, and the potential benefit that could be derived. Groupings of improvements should be used to distinguish those that should receive the most attention or priority and those that are not as critical, such as high/medium/low priority groupings. This will be the basis for prioritizing work for the remainder of the tasks.

Task 2.2. Develop conceptual designs for improvement to routes and segments that could make them more useful as emergency bypass routes

Based on the work conducted in prior tasks, prepare conceptual designs for improvements along SR-247/62 as well as the other identified routes. The design concepts should be prepared with the expectation that they will be the starting point for improvements to be programmed under the Caltrans encroachment permit process or the Project Initiation Document (PID) process. Caltrans will be involved in the review. The submittals may be staged in packages by area or route, to facilitate the review process, but they will ultimately all be documented in the Feasibility Study at the end of the project.

Task 2.3. Develop cost, schedule, and improvement “bundles.”

As indicated above, the expectation is that the geometric, operational, and traveler information improvements will be positioned for funding through either the encroachment permit or PID process for state highways, or through the capital improvement budgeting process if locally controlled. Cost estimates shall be developed, and the optimum paths for funding and implementation shall be identified in collaboration with Caltrans and local agencies. Because the improvements are likely to be spread across different areas and routes (SR-247/62 and others) the improvements will likely need to be grouped into PID “bundles,” to be pursued and

environmentally cleared as prioritized through funding availability. This will be a collaborative effort between Caltrans, CHP, SBCTA, and the local jurisdictions SBCTA serves.

#### Task 2.4. Prepare Draft and Final Feasibility Study

A draft Emergency Bypass Study shall be prepared incorporating all the information developed to date. The conceptual designs and cost estimates would be most appropriate as an appendix. The next steps for implementation shall be clearly identified, including projects that could potentially be programmed through the Caltrans SHOPP funding (State Highway Operation and Protection Program), Minor Projects Program, or a Caltrans or locally sponsored PID process. The draft report shall be reviewed and revised based on SBCTA and Caltrans comments and a final study report prepared.

#### Project Schedule

It is expected that the study schedule will be in the range of 18 months, but consultants should recommend a schedule appropriate and feasible for their proposed scope of work.



## ***Minute Action***

### AGENDA ITEM: 19

***Date:*** December 6, 2023

***Subject:***

Regional Rideshare and Vanpool Software Contracts

***Recommendation:***

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

A. Approve Amendment No. 5 to Contract No. 19-1002203 with Trapeze Software Group, Inc., for Regional Rideshare Software, to add five additional one-year option terms and exercising the first of the five option terms for a revised contract expiration date of June 30, 2025, and increasing the contract value by \$716,328 for a total not-to-exceed amount of \$1,983,370 and, including all optional terms, an overall contract not-to-exceed amount of \$3,622,867.

B. Approve an exception to Contracting and Procurement Policy No. 11000 by authorizing Amendment No. 6 to Contract No. 17-1001683 with Trapeze Software Group, Inc. for Vanpool Program Software, to add five additional one-year option terms up to June 30, 2029, two years beyond the 10-year limit, and exercising the first of the five option terms for a revised contract expiration date of June 30, 2025, and increasing the contract value by \$66,676 for a total not-to-exceed amount of \$499,595 and, including all optional terms, an overall contract not-to-exceed amount of \$633,070.

C. Authorize the Executive Director, or his designee, to finalize negotiations of and, upon General Counsel's approval as to form, execute Agreement No. 24-1003066\* between SBCTA (commitment of \$316,473), Los Angeles County Metropolitan Transportation Authority (receivable of \$1,123,986), Orange County Transportation Authority (receivable of \$369,037), Riverside County Transportation Commission (receivable of \$436,694) and Ventura County Transportation Commission (receivable of \$109,636), for SBCTA's provision of Regional Rideshare Software.

***Background:***

The San Bernardino County Transportation Authority (SBCTA), Los Angeles County Metropolitan Transportation Authority (LACMTA), Orange County Transportation Authority (OCTA), Riverside County Transportation Commission (RCTC) and Ventura County Transportation Commission (VCTC), also referred to as ("regional rideshare agencies"), regularly coordinate on regional rideshare and vanpool activities including South Coast Air Quality Management District Rule 2202 On-Road Motor Vehicle Mitigation Options, regional database and ride-matching, marketing and outreach, and Federal Transit Administration vanpool subsidy programs. On July 7, 2021, SBCTA's Board of Directors (Board) approved an amendment to Contract No. 19-1002203 with Trapeze Software Group, Inc., to incorporate the regional rideshare agencies into SBCTA's contract for rideshare software ("regional rideshare software"). The regional rideshare software supports the regional programs mentioned above, and also merged the five agencies' rideshare and vanpool databases ("consolidated database"), which now provides an expanded network to match commuters for carpool and vanpool formations, or for those wanting to buddy up to take transit, bike or walk to their worksites. SBCTA's provision also provides a financial benefit for the agencies with an overall reduction of costs for ongoing licensing of the software, as well as for as-needed modifications, which costs can be shared. Agreement No. 24-1003066 between the regional rideshare agencies outlines

*Entity: San Bernardino County Transportation Authority*

SBCTA's provision of the regional rideshare software. SBCTA utilizes the same software for its vanpool subsidy program, for which it has a separate contract, Contract No. 17-1001683 with Trapeze Software Group, Inc., as is the case with the majority of the regional rideshare agencies. This is mainly due to contract timing issues, grant funding restrictions and/or different project manager oversight at each agency.

Both of SBCTA's contracts with Trapeze Software Group, Inc., for rideshare and vanpool software maintenance and services are set to expire on June 30, 2024. The regional rideshare and vanpool software support the consolidated database, commuter ride-matching, trip planning, Average Vehicle Ridership (AVR) survey and reporting, commute tracking logs, ability to offer incentives, gamification features, employer microsites, expanded reporting including National Transit Database reporting, vanpool subsidy application, mobile apps, commuter and trend dashboards, customer facing interfaces, administrator portal, and customer support and maintenance.

It is important to SBCTA to have both the regional rideshare and SBCTA vanpool software contracts on the same contract terms to maintain a regional consolidated database for cross-county ride matching and commuter management, as well as the efficiency for staff to administer both programs. The regional rideshare agencies have recently invested in, or are in progress of, customizations to the regional rideshare software necessary for continued AVR and Rule 2202 support, and implementation of new grant funded programs such as the Low Carbon Transit Operations Program, Free Rail Pass Program, and therefore support extension of the regional rideshare software contract. Costs for the regional rideshare software are shared between the agencies based on county population share for all shared modules and services. When custom modules or modifications to the regional rideshare software is requested by a regional rideshare agency, the split is determined by the participating regional rideshare agency.

As permitted in SBCTA Contracting and Procurement Policy No. 11000 Section IV.B.4, staff requests approval of Amendment No. 5 to Contract No. 19-1002203 with Trapeze Software Group, Inc., extending the regional rideshare software contract for five additional one-year option terms, not to extend past June 30, 2029, which results in a 10-year software maintenance and services contract. Approval of Amendment No. 5 to Contract No. 19-1002203 would also exercise the first of the five additional option terms for a revised contract expiration date of June 30, 2025 and increase the contract not-to-exceed amount by \$716,328 for a total not-to-exceed amount of \$1,983,370 and, including optional terms, contract not-to-exceed amount of \$3,622,867. This amount includes contingency for each agency to collectively, or as required individually, request custom software programming. As noted above, this amount is shared between the regional rideshare agencies based on county population share.

Staff is also requesting approval of Amendment No. 6 to Contract No 17-1001683 with Trapeze Software Group, Inc., and an exception to Contracting and Procurement Policy No. 11000, to extend the contract by five additional one-year option terms through June 30, 2029, resulting in a 12-year contract. Approval of Amendment No. 6 to Contract No. 17-1001683 would also exercise the first of the five additional option terms for a revised contract expiration date of June 30, 2025 and increase the contract not-to-exceed amount by \$66,676 for a revised, including optional terms, contract not-to-exceed amount of \$633,070. This amount is funded solely by SBCTA utilizing Federal Transit Administration grant funds.

Concurrent with approval of Amendment No. 5 to Contract No. 19-1002203 with Trapeze Software Group, Inc., staff requests that the Board authorize the Executive Director, or his San Bernardino County Transportation Authority

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December 6, 2023

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designee, to finalize negotiations of and, upon General Counsel's approval as to form, execute Agreement No. 24-1003066\* for SBCTA's continued provision of the regional rideshare software. Agreement No. 24-1003066 is for a new term of five years from July 1, 2024 to June 30, 2029. The cost share of the regional rideshare software is determined by software modules utilized by each agency and split by population share for each county, applying 2020 Census data. (\*Due to financial system limitations, administrative accounts receivable contracts have been assigned to this Contract No. 24-1003066 – LACMTA (\$1,123,986), 24-1003067 – OCTA (\$369,037), 24-1003065 – RCTC (\$436,694) and 24-1003068 – VCTC (\$109,636)).

***Financial Impact:***

This item is consistent with the Fiscal Year 2023/2024 Budget.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the Transit Committee on November 9, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item, the draft amendments and the draft agreement.

***Responsible Staff:***

Nicole Soto, Multimodal Mobility Programs Administrator

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Approved  
Board of Directors  
Date: December 6, 2023

Witnessed By:

## Contract Summary Sheet

19.a

## General Contract Information

Contract No: 19-1002203 Amendment No.: 5

Contract Class: Payable Department: Transit

Vendor No.: 03325 Vendor Name: Trapeze Software Group, Inc.

Description: Regional Rideshare and Vanpool Program Online System

List Any Related Contract Nos.: 21-1002572, 24-1003065, 24-1003066, 24-1003067, 24-1003068

## Dollar Amount

|  |           |                     |                                |           |                     |
|--|-----------|---------------------|--------------------------------|-----------|---------------------|
| Original Contract  | \$        | 350,000.00          | Original Contingency           | \$        | -                   |
| Prior Amendments   | \$        | 917,042.00          | Prior Amendments               |           |                     |
| Prior Contingency Released                                     | \$        | -                   | Prior Contingency Released (-) |           |                     |
| Current Amendment  | \$        | 716,328.00          | Current Amendment              |           |                     |
| <b>Total/Revised Contract Value</b>                            | <b>\$</b> | <b>1,983,370.00</b> | <b>Total Contingency Value</b> | <b>\$</b> | <b>-</b>            |
| <b>Total Dollar Authority (Contract Value and Contingency)</b> |           |                     |                                | <b>\$</b> | <b>1,983,370.00</b> |

## Contract Authorization

Board of Directors Date: 12/06/2023 Board Item # 10101

## Contract Management (Internal Purposes Only)

Other Contracts

Sole Source? No

No Budget Adjustment

Local

Professional Services (Non-A&amp;E)

N/A

## Accounts Payable

Estimated Start Date: 07/31/2019 Expiration Date: 06/30/2024 Revised Expiration Date: 06/30/2025

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

|      |      |      |          |        |         |          |                       | Total Contract Funding: | Total Contingency: |
|------|------|------|----------|--------|---------|----------|-----------------------|-------------------------|--------------------|
|      |      |      |          |        |         |          |                       | \$                      | \$                 |
| Fund | Prog | Task | Sub-Task | Object | Revenue | PA Level | Revenue Code Name     |                         |                    |
| GL   | 4180 | 30   | 0314     | 0320   | 52001   |          | MSI Valley TMS        | 285,499.99              |                    |
| GL   | 4280 | 30   | 0314     | 0320   | 52001   |          | MSI Victor Valley TMS | 87,055.11               |                    |
| GL   | 6010 | 30   | 0314     | 0320   | 52001   |          | RCTC                  | 48,086.97               | -                  |
| GL   | 6010 | 30   | 0314     | 0320   | 52001   |          | RCTC                  | 64,610.00               | -                  |
| GL   | 6010 | 30   | 0314     | 0320   | 52001   |          | RCTC                  | 232,943.08              |                    |
| GL   | 6010 | 30   | 0314     | 0320   | 52001   |          | RCTC                  | 146,012.00              |                    |
| GL   | 6010 | 30   | 0314     | 0320   | 52001   |          | LACMTA                | 497,104.46              |                    |
| GL   | 6010 | 30   | 0314     | 0320   | 52001   |          | LACMTA                | 271,713.00              |                    |
| GL   | 6010 | 30   | 0314     | 0320   | 52001   |          | OCTA                  | 137,466.38              |                    |
| GL   | 6010 | 30   | 0314     | 0320   | 52001   |          | OCTA                  | 133,899.00              |                    |
| GL   | 6010 | 30   | 0314     | 0320   | 52001   |          | VCTC                  | 38,495.01               |                    |
| GL   | 6010 | 30   | 0314     | 0320   | 52001   |          | VCTC                  | 40,485.00               |                    |
| GL   |      |      |          |        |         |          |                       | -                       | -                  |
| GL   |      |      |          |        |         |          |                       | -                       | -                  |

Nicole Soto

Victor Lopez

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes: Increase Amount = FY25 Contract Amount minus Amendment No. 4 SBCTA Contract Amount  
 \$1,983,369.62 - \$1,267,042.00 = \$716,327.62 (Round up to \$716,328)

Attachment: CSS - 19-1002203 - Amendment No. 5 (10101 : Regional Rideshare and Vanpool Software Contracts)

**AMENDMENT NO. 5 TO CONTRACT NO. 19-1002203**

**FOR**

**REGIONAL RIDESHARE AND VANPOOL PROGRAM ONLINE SYSTEM**

**(TRAPEZE SOFTWARE GROUP, INC. DBA TRIPSPARK TECHNOLOGIES)**

This Amendment No. 5 to Contract No. 19-1002203 is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA" or "Licensee"), whose address is 1170 W. 3rd Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715, and Trapeze Software Group, Inc., dba TripSpark Technologies ("CONSULTANT" or "TripSpark"), whose address is 5265 Rockwell Drive NE, Cedar Rapids, Iowa 52402. SBCTA and CONSULTANT are each a "Party" and collectively the "Parties".

**RECITALS**

- A. On September 5, 2019, SBCTA and CONSULTANT entered into Contract No. 19-1002203 ("Contract"), setting forth the terms and conditions for Regional Rideshare and Vanpool Program Online System; and
- B. On August 16, 2021, SBCTA and CONSULTANT amended the Contract to add additional agencies into the Regional Rideshare Online System; and
- C. On January 18, 2022, SBCTA and CONSULTANT amended the Contract to correct an error in Exhibit B.1, "Cost Proposal Form", to Attachment 1 to the Contract; and
- D. On March 28, 2022, SBCTA and CONSULTANT amended the Contract to modify insurance requirements and to exercise the first option term; and
- E. On June 29, 2023, SBCTA and CONSULTANT amended the Contract to exercise the second option term and increase the contract not-to-exceed amount; and
- F. SBCTA and CONSULTANT desire to add five additional optional terms, extending the contract Term up to June 30, 2029 and increasing the contract not-to-exceed amount; and
- G. SBCTA and CONSULTANT desire to exercise the third option term, extending the contract date through June 30, 2025 and increasing the contract amount by \$716,328.

**NOW, THEREFORE**, in consideration of the above recitals, and the terms and conditions contained herein, SBCTA and CONSULTANT agree as follows:

1. ARTICLE 2. Contract Term, is deleted in its entirety and replaced with the following:

“2.1 The contract term shall commence upon issuance of a written Notice to Proceed (NTP) issued by SBCTA’s Procurement Analyst and shall continue in effect through June 30, 2025, or until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity 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.

2.2 SBCTA at its sole discretion may extend the original term of the Contract for seven one-year option(s). The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed June 30, 2029.”

2. Article 3. Compensation, Section 3.2 is deleted in its entirety and replaced with the following:

“The total Contract Not-To-Exceed Amount through Fiscal Year 2024/2025, which includes the first three Option Terms is One Million, Nine Hundred Eighty-Three Thousand, Three Hundred Seventy Dollars (\$1,983,370). All Work provided under this Contract is to be performed as set forth in Exhibit C, “Scope of Work,” to Attachment 1 and shall be reimbursed pursuant to Exhibit B.4, “Price Form,” to Attachment 1. The rates identified in Exhibit B.4 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.4. Any travel expenses must be pre-approved by SBCTA and shall be reimbursed for per diem expenses at a rate not to exceed the current authorized rates for state employees under the California Department of Human Resources rules located at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. SBCTA will not reimburse CONSULTANT for any expenses not shown in Exhibit B.4 or agreed to and approved by SBCTA as required under this Contract.”

3. Exhibit B.4, “Cost Proposal Form,” attached hereto and incorporated herein, is added to Exhibit B.3, “Cost Proposal Form”, and added to Exhibit B to Attachment 1.
4. The Recitals set forth above are incorporated herein by this reference.
5. Except as amended by this Amendment No. 5, all other provisions of the Contract and Amendments thereto shall remain in full force and effect and are incorporated herein by this reference.
6. This Amendment No. 5 is effective upon execution by SBCTA.

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



**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment No. 5 below.

**TRAPEZE SOFTWARE GROUP, INC.**

By: \_\_\_\_\_  
William Delaney  
President

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Geoff Allan  
Chief Financial Officer

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Dawn M. Rowe  
President, Board of Directors

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Julianna K. Tillquist  
General Counsel

**CONCURRENCE**

By: \_\_\_\_\_  
Shaneka Morris  
Procurement Manager

Attachment: 19-1002203-5 (10101 : Regional Rideshare and Vanpool Software Contracts)

# Exhibit B.4 - Cost Proposal Form

19.c

## Annual Maintenance & Hosting (July 1, 2024 - June 30, 2029)

| Fiscal Year       | County | RidePro Licenses | RidePro Maintenance | RidePro Incentives Maintenance | RidePro Hosting | RidePro Incentives Hosting | SiSense Reporting Services | Email Services | Vanpool   | Technical Programming | Total Costs  |
|-------------------|--------|------------------|---------------------|--------------------------------|-----------------|----------------------------|----------------------------|----------------|-----------|-----------------------|--------------|
| FY 25             | LACMTA | \$ -             | \$ 103,318          | \$ 20,698                      | \$ 21,579       | \$ 5,624                   | \$ 19,769                  | \$ 925         | \$ -      | \$ 18,550             | \$ 190,463   |
| FY 25             | OCTA   | \$ -             | \$ 33,140           | \$ -                           | \$ 6,921        | \$ -                       | \$ 6,341                   | \$ 297         | \$ -      | \$ 5,950              | \$ 52,649    |
| FY 25             | RCTC   | \$ -             | \$ 25,342           | \$ 5,175                       | \$ 5,293        | \$ 1,406                   | \$ 4,849                   | \$ 227         | \$ 17,920 | \$ 4,550              | \$ 64,762    |
| FY 25             | SBCTA  | \$ -             | \$ 23,393           | \$ 4,566                       | \$ 4,886        | \$ 1,240                   | \$ 4,476                   | \$ 209         | \$ -      | \$ 4,200              | \$ 42,970    |
| FY 25             | VCTC   | \$ -             | \$ 9,747            | \$ -                           | \$ 2,036        | \$ -                       | \$ 1,865                   | \$ 87          | \$ -      | \$ 1,750              | \$ 15,485    |
| FY 25 Totals      |        | \$ -             | \$ 194,940          | \$ 30,439                      | \$ 40,715       | \$ 8,270                   | \$ 37,300                  | \$ 1,745       | \$ 17,920 | \$ 35,000             | \$ 366,329   |
| FY 26             | LACMTA | \$ -             | \$ 108,483          | \$ 21,736                      | \$ 22,657       | \$ 5,906                   | \$ 20,758                  | \$ 973         | \$ -      | \$ 18,550             | \$ 199,063   |
| FY 26             | OCTA   | \$ -             | \$ 34,797           | \$ -                           | \$ 7,267        | \$ -                       | \$ 6,658                   | \$ 312         | \$ -      | \$ 5,950              | \$ 54,984    |
| FY 26             | RCTC   | \$ -             | \$ 26,609           | \$ 5,434                       | \$ 5,558        | \$ 1,476                   | \$ 5,092                   | \$ 239         | \$ 18,815 | \$ 4,550              | \$ 67,773    |
| FY 26             | SBCTA  | \$ -             | \$ 24,562           | \$ 4,795                       | \$ 5,130        | \$ 1,303                   | \$ 4,700                   | \$ 220         | \$ -      | \$ 4,200              | \$ 44,910    |
| FY 26             | VCTC   | \$ -             | \$ 10,234           | \$ -                           | \$ 2,138        | \$ -                       | \$ 1,958                   | \$ 92          | \$ -      | \$ 1,750              | \$ 16,172    |
| FY 26 Totals      |        | \$ -             | \$ 204,685          | \$ 31,965                      | \$ 42,750       | \$ 8,685                   | \$ 39,166                  | \$ 1,836       | \$ 18,815 | \$ 35,000             | \$ 382,902   |
| FY 27             | LACMTA | \$ -             | \$ 113,908          | \$ 22,823                      | \$ 23,789       | \$ 6,202                   | \$ 21,796                  | \$ 1,020       | \$ -      | \$ 18,550             | \$ 208,088   |
| FY 27             | OCTA   | \$ -             | \$ 36,536           | \$ -                           | \$ 7,631        | \$ -                       | \$ 6,991                   | \$ 327         | \$ -      | \$ 5,950              | \$ 57,435    |
| FY 27             | RCTC   | \$ -             | \$ 27,940           | \$ 5,706                       | \$ 5,835        | \$ 1,550                   | \$ 5,346                   | \$ 251         | \$ 19,755 | \$ 4,550              | \$ 70,933    |
| FY 27             | SBCTA  | \$ -             | \$ 25,790           | \$ 5,035                       | \$ 5,386        | \$ 1,368                   | \$ 4,935                   | \$ 231         | \$ -      | \$ 4,200              | \$ 46,945    |
| FY 27             | VCTC   | \$ -             | \$ 10,746           | \$ -                           | \$ 2,244        | \$ -                       | \$ 2,057                   | \$ 96          | \$ -      | \$ 1,750              | \$ 16,893    |
| FY 27 Totals      |        | \$ -             | \$ 214,920          | \$ 33,564                      | \$ 44,885       | \$ 9,120                   | \$ 41,125                  | \$ 1,925       | \$ 19,755 | \$ 35,000             | \$ 400,294   |
| FY 28             | LACMTA | \$ -             | \$ 119,603          | \$ 23,966                      | \$ 24,979       | \$ 6,511                   | \$ 22,886                  | \$ 1,070       | \$ -      | \$ 18,550             | \$ 217,565   |
| FY 28             | OCTA   | \$ -             | \$ 38,363           | \$ -                           | \$ 8,012        | \$ -                       | \$ 7,341                   | \$ 343         | \$ -      | \$ 5,950              | \$ 60,009    |
| FY 28             | RCTC   | \$ -             | \$ 29,336           | \$ 5,992                       | \$ 6,127        | \$ 1,628                   | \$ 5,613                   | \$ 263         | \$ 20,745 | \$ 4,550              | \$ 74,254    |
| FY 28             | SBCTA  | \$ -             | \$ 27,080           | \$ 5,287                       | \$ 5,656        | \$ 1,436                   | \$ 5,182                   | \$ 242         | \$ -      | \$ 4,200              | \$ 49,083    |
| FY 28             | VCTC   | \$ -             | \$ 11,283           | \$ -                           | \$ 2,357        | \$ -                       | \$ 2,159                   | \$ 101         | \$ -      | \$ 1,750              | \$ 17,650    |
| FY 28 Totals      |        | \$ -             | \$ 225,665          | \$ 35,245                      | \$ 47,131       | \$ 9,575                   | \$ 43,181                  | \$ 2,019       | \$ 20,745 | \$ 35,000             | \$ 418,561   |
| FY 29             | LACMTA | \$ -             | \$ 125,584          | \$ 25,163                      | \$ 26,229       | \$ 6,837                   | \$ 24,030                  | \$ 1,164       | \$ -      | \$ 18,550             | \$ 227,557   |
| FY 29             | OCTA   | \$ -             | \$ 40,282           | \$ -                           | \$ 8,413        | \$ -                       | \$ 7,708                   | \$ 357         | \$ -      | \$ 5,950              | \$ 62,710    |
| FY 29             | RCTC   | \$ -             | \$ 30,804           | \$ 6,291                       | \$ 6,434        | \$ 1,709                   | \$ 5,894                   | \$ 260         | \$ 21,780 | \$ 4,550              | \$ 77,722    |
| FY 29             | SBCTA  | \$ -             | \$ 28,434           | \$ 5,551                       | \$ 5,939        | \$ 1,509                   | \$ 5,441                   | \$ 241         | \$ -      | \$ 4,200              | \$ 51,315    |
| FY 29             | VCTC   | \$ -             | \$ 11,847           | \$ -                           | \$ 2,474        | \$ -                       | \$ 2,267                   | \$ 98          | \$ -      | \$ 1,750              | \$ 18,436    |
| FY 29 Totals      |        | \$ -             | \$ 236,951          | \$ 37,005                      | \$ 49,489       | \$ 10,055                  | \$ 45,340                  | \$ 2,120       | \$ 21,780 | \$ 35,000             | \$ 437,740   |
| 5-year Subtotals: |        | \$ -             | \$ 1,077,161        | \$ 168,218                     | \$ 224,970      | \$ 45,705                  | \$ 206,112                 | \$ 9,645       | \$ 99,015 | \$ 175,000            | \$ 2,005,826 |

## Summary - FOR SBCTA USE

| County Split: | Implementation + FY21 Maintenance + ODC's | FY22-FY24 Maintenance | FY22-24 Contingency | FY25 Annual Costs | FY26 Annual Costs | FY27 Annual Costs | FY28 Annual Costs | FY29 Annual Costs | FY 25-29 Contingency | Not to Exceed Amount |
|---------------|---|-----------------------|---------------------|-------------------|-------------------|-------------------|-------------------|-------------------|----------------------|----------------------|
| LACMTA        | \$ -                                      | \$ 471,104.46         | \$ 26,000.00        | \$ 190,463.00     | \$ 199,063.00     | \$ 208,088.00     | \$ 217,565.00     | \$ 227,557.00     | \$ 81,250.00         | \$ 1,621,090.46      |
| OCTA          | \$ -                                      | \$ 122,466.38         | \$ 15,000.00        | \$ 52,649.00      | \$ 54,984.00      | \$ 57,435.00      | \$ 60,009.00      | \$ 62,710.00      | \$ 81,250.00         | \$ 506,503.38        |
| RCTC          | \$ 128,626.65                             | \$ 152,513.40         | \$ 64,500.00        | \$ 64,762.00      | \$ 67,773.00      | \$ 70,933.00      | \$ 74,254.00      | \$ 77,722.00      | \$ 81,250.00         | \$ 782,334.05        |
| SBCTA         | \$ 86,182.98                              | \$ 97,651.75          | \$ 64,500.00        | \$ 42,970.00      | \$ 44,910.00      | \$ 46,945.00      | \$ 49,083.00      | \$ 51,315.00      | \$ 81,250.00         | \$ 564,807.73        |
| VCTC          | \$ -                                      | \$ 33,495.01          | \$ 5,000.00         | \$ 15,485.00      | \$ 16,172.00      | \$ 16,893.00      | \$ 17,650.00      | \$ 18,436.00      | \$ 25,000.00         | \$ 148,131.01        |
| Totals:       | \$ 214,809.63                             | \$ 877,231.00         | \$ 175,000.00       | \$ 366,329.00     | \$ 382,902.00     | \$ 400,294.00     | \$ 418,561.00     | \$ 437,740.00     | \$ 350,000.00        | \$ 3,622,866.63      |
| Check         |   | \$1,267,040.63        |                     |                   |                   | \$2,005,826.00    |                   |                   | \$350,000.00         | \$3,622,866.63       |

The pricing under this Exhibit corresponds to the annual periods listed hereunder only. Upon expiry of Year 2029 annual term, the provision of ongoing Software maintenance support and Hosting Services by CONSULTANT shall be subject to program availability and CONSULTANT's then current annual pricing.

## General Contract Information

List Any Related Contract Nos.:

## Contract Authorization

|                    |       |            |       |        |       |
|--------------------|-------|------------|-------|--------|-------|
| Board of Directors | Date: | 12/06/2023 | Board | Item # | 10101 |
|--------------------|-------|------------|-------|--------|-------|

## Contract Management (Internal Purposes Only)

|                 |              |    |                      |
|-----------------|--------------|----|----------------------|
| Other Contracts | Sole Source? | No | No Budget Adjustment |
|-----------------|--------------|----|----------------------|

|                  |
|------------------|
| Accounts Payable |
|------------------|

|                       |            |                  |            |                          |            |
|-----------------------|------------|------------------|------------|--------------------------|------------|
| Estimated Start Date: | 07/36/2017 | Expiration Date: | 06/30/2024 | Revised Expiration Date: | 06/30/2025 |
|-----------------------|------------|------------------|------------|--------------------------|------------|

Victor Lopez

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Task Manager (Print Name)

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**AMENDMENT NO. 6 TO CONTRACT NO. 17-1001683**

**FOR**

**VANPOOL PROGRAM ONLINE SYSTEM**

**(TRAPEZE SOFTWARE GROUP, INC. DBA TRIPSPARK TECHNOLOGIES)**

This Amendment No. 6 to Contract. No. 17-1001683 (“Contract”), is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”), whose address is 1170 W. 3rd Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715, and Trapeze Software Group, Inc., dba TripSpark Technologies (“CONSULTANT”) whose address is 5265 Rockwell Drive NE, Cedar Rapids, Iowa 52402. SBCTA and CONSULTANT are each a “Party” and collectively the “Parties”.

**RECITALS**

- A. On July 26, 2017, SBCTA and CONSULTANT entered into Contract No. 17-1001683 for Vanpool Program Online System; and
- B. On April 9, 2020, SBCTA and CONSULTANT exercised the first option year, extending the Contract Term through June 30, 2021; and
- C. On June 24, 2021, SBCTA and CONSULTANT exercised the second option year, extending the Contract Term through June 30, 2022; and
- D. On September 28, 2021, SBCTA and CONSULTANT amended the contract to add two additional one-year Option Terms and update insurance requirements; and
- E. On March 30, 2022, SBCTA and CONSULTANT amended the contract to exercise the third option year, extending the Contract Term through June 30, 2023 and increasing the contract not-to-exceed amount; and
- F. On June 28, 2023, SBCTA and CONSULTANT amended the contract to exercise the fourth option year, extending the Contract Term through June 30, 2024; and
- G. SBCTA and CONSULTANT desire to add five additional option years, extending the Contract Term through June 30, 2029 and increase the contract not-to-exceed amount by \$66,676; and
- H. SBCTA and CONSULTANT desire to exercise the fifth option term, extending the contract date through June 30, 2025.

**NOW, THEREFORE**, in consideration of the above recitals, and the terms and conditions contained herein, SBCTA and CONSULTANT agree as follows:

1. ARTICLE 2 is deleted in its entirety and replaced with the following:

“2.1 The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA's Procurement Analyst and shall continue in effect through June 30, 2025, or until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity 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.

2.2 SBCTA at its sole discretion may extend the original term of the Contract for nine one-year option(s). The maximum term of this Contract, including the Option Term(s), if exercised, will not extend beyond June 30, 2029.”

2. ARTICLE 3 COMPENSATION, Section 3.2 is deleted in its entirety and replaced with the following:

“The total Contract Not-To-Exceed Amount, through Fiscal Year 2024/2025 which includes the first five Option Terms is Four Hundred Ninety-Nine Thousand, Five Hundred Ninety-Five Dollars (\$499,595). All Work provided under this Contract is to be performed as set forth in Exhibit C of Attachment 1 "Scope of Work," and shall be reimbursed pursuant to Exhibit B of Attachment 1 "Price Form." The 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 of Attachment 1 "Price Form". Any travel expenses must be pre-approved by SBCTA and shall be reimbursed for per diem expenses at a rate not to exceed the current authorized rates for state employees under the State Department of Human Resources rules located at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. SBCTA will not reimburse CONSULTANT for any expenses not shown in Exhibit B of Attachment 1 "Price Form" or agreed to and approved by SBCTA as required under this Contract.”

3. Exhibit B.2, “Cost Proposal Form” attached hereto and incorporated herein, is added to Exhibits B and B.1 to Attachment 1.
4. The Recitals set forth above are incorporated herein by this reference.
5. Except as amended by this Amendment No. 6, all other provisions of the Contract, as previously amended, shall remain in full force and effect and are incorporated herein by this reference.
6. This Amendment No. 6 is effective upon execution by SBCTA.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment 6 below.

**TRAPEZE SOFTWARE GROUP, INC.**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
William R. Delaney  
President

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Geoff Allan  
Chief Financial Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Dawn M. Rowe  
President, Board of Directors

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Julianna K. Tillquist  
General Counsel

**CONCURRENCE**

By: \_\_\_\_\_  
Shaneka M. Morris  
Procurement Manager

Attachment: 17-1001683-6 (10101 : Regional Rideshare and Vanpool Software Contracts)



## Contract 17-1001683, Exhibit B.2 “Cost Proposal Form”

## 2.0 Long-Term Support

| Item | Description                          | RidePro Administration | RidePro Web (Vanpool Subset) | RidePro Pool Management (NTD Reporting) | RidePro Maintenance Monitoring | RidePro Business Intelligence | Total    |
|------|--------------------------------------|------------------------|------------------------------|---|--------------------------------|-------------------------------|----------|
| 6    | Software Maintenance (Option Year 5) | \$8,965                | \$3,210                      | \$5,015                                 | \$2,295                        | n/a                           | \$19,485 |
| 1    | Software Maintenance (Option Year 6) | \$9,413                | \$3,371                      | \$5,266                                 | \$2,410                        | n/a                           | \$20,460 |
| 1    | Software Maintenance (Option Year 7) | \$9,884                | \$3,540                      | \$5,529                                 | \$2,531                        | n/a                           | \$21,484 |
| 1    | Software Maintenance (Option Year 8) | \$10,378               | \$3,717                      | \$5,805                                 | \$2,658                        | n/a                           | \$22,558 |
| 1    | Software Maintenance (Option Year 9) | \$10,897               | \$3,903                      | \$6,095                                 | \$2,791                        | n/a                           | \$23,686 |

| Item  | Description   | RidePro Administration | RidePro Web (Vanpool Subset) | RidePro Pool Management (NTD Reporting) | RidePro Maintenance Monitoring | RidePro Business Intelligence | Total     |
|-------|---|------------------------|------------------------------|---|--------------------------------|-------------------------------|-----------|
| 7     | Software Hosting (Option Year 5)  | \$3,760                | \$890                        | \$315                                   | \$315                          | \$4,640                       | \$9,920   |
| 7.a   | 3 year security certificate for client provided domain name and associated DNS services | \$368                  |                              |   |                                |                               | \$368     |
| 2     | Software Hosting (Option Year 6)  | \$3,948                | \$935                        | \$331                                   | \$331                          | \$4,872                       | \$10,417  |
| 2     | Software Hosting (Option Year 7)  | \$4,145                | \$982                        | \$348                                   | \$348                          | \$5,116                       | \$10,939  |
| 2     | Software Hosting (Option Year 8)  | \$4,352                | \$1,031                      | \$365                                   | \$365                          | \$5,372                       | \$11,485  |
| 2.a   | 3 year security certificate for client provided domain name and associated DNS services | \$386                  |                              |   |                                |                               | \$386     |
| 2     | Software Hosting (Option Year 9)  | \$4,570                | \$1,083                      | \$383                                   | \$383                          | \$5,641                       | \$12,060  |
| Total |   |                        |                              |   |                                |                               | \$163,248 |

The pricing under this Exhibit corresponds to the annual periods listed hereunder only. Upon expiry of Year 2029 annual term, the provision of ongoing Software maintenance support and Hosting Services by CONSULTANT shall be subject to program availability and CONSULTANT’s then current annual pricing.

## General Contract Information

Contract No: 24-1003066 Amendment No.: \_\_\_\_\_  
 Contract Class: Receivable Department: Transit  
 Customer ID: LACMTA Customer Name: Los Angeles County Metropolitan Transportation Authority  
 Description: Provision of Regional Rideshare Software

List Any Accounts Payable Related Contract Nos.: 19-1002203, 24-1003067, 24-1003065, 24-1003068

| Dollar Amount                |  |   |              |                                |  |    |              |
|------------------------------|--|---|--------------|--------------------------------|--|----|--------------|
| Original Contract            |  | \$  | 1,123,986.00 | Original Contingency           |  | \$ | -            |
| Prior Amendments             |  | \$  | -            | Prior Amendments               |  | \$ | -            |
| Prior Contingency Released   |  | \$  | -            | Prior Contingency Released (-) |  | \$ | -            |
| Current Amendment            |  | \$  | -            | Current Amendment              |  | \$ | -            |
| Total/Revised Contract Value |  | \$  | 1,123,986.00 | Total Contingency Value        |  | \$ | -            |
|                              |  | Total Dollar Authority (Contract Value and Contingency) |              |                                |  | \$ | 1,123,986.00 |

## Contract Authorization

Board of Directors                      Date: 12/06/2023 Board                      Item # 10101

## Contract Management (Internal Purposes Only)

Local                      Services                      N/A                     

## Accounts Receivable

Total Contract Funding: \$ 1,123,986.00 Funding Agreement No: 24-1003066  
 Beginning POP Date: 07/01/2024 Ending POP Date: 06/30/2029 Final Billing Date: 12/31/2029  
 Expiration Date: 06/30/2029 Fund Admin: Yes  
 Parent Contract 24-1003066 PM Description Rideshare Software LA Metro Funds  
 Z-Related Contracts 24-1003066

| Sub-     |      |      |      |          |                         | Sub- |      |      |      |         |                         |
|----------|------|------|------|----------|-------------------------|------|------|------|------|---------|-------------------------|
| Fund     | Prog | Task | Task | Revenue  | Total Contract Funding: | Fund | Prog | Task | Task | Revenue | Total Contract Funding: |
| GL: 6010 | 30   | 0314 | 0320 | 42904006 | 1,123,986.00            | GL:  |      |      |      |         | -                       |
| GL:      |      |      |      |          | -                       | GL:  |      |      |      |         | -                       |
| GL:      |      |      |      |          | -                       | GL:  |      |      |      |         | -                       |
| GL:      |      |      |      |          | -                       | GL:  |      |      |      |         | -                       |
| GL:      |      |      |      |          | -                       | GL:  |      |      |      |         | -                       |
| GL:      |      |      |      |          | -                       | GL:  |      |      |      |         | -                       |
| GL:      |      |      |      |          | -                       | GL:  |      |      |      |         | -                       |
| GL:      |      |      |      |          | -                       | GL:  |      |      |      |         | -                       |
| GL:      |      |      |      |          | -                       | GL:  |      |      |      |         | -                       |

Nicole Soto

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes:

Attachment: CSS - 24-1003066 - LACMTA (10101 : Regional Rideshare and Vanpool Software Contracts)

## General Contract Information

Contract No: 24-1003067 Amendment No.: \_\_\_\_\_  
 Contract Class: Receivable Department: Transit  
 Customer ID: OCTA Customer Name: Orange County Transportation Authority  
 Description: Provision of Regional Rideshare Software

List Any Accounts Payable Related Contract Nos.: 19-1002203, 24-1003066, 24-1003065, 124-1003068

| Dollar Amount                |   |    |            |                                |  |    |            |
|------------------------------|---|----|------------|--------------------------------|--|----|------------|
| Original Contract            |   | \$ | 369,037.00 | Original Contingency           |  | \$ | -          |
| Prior Amendments             |   | \$ | -          | Prior Amendments               |  | \$ | -          |
| Prior Contingency Released   |   | \$ | -          | Prior Contingency Released (-) |  | \$ | -          |
| Current Amendment            |   | \$ | -          | Current Amendment              |  |    |            |
| Total/Revised Contract Value |   | \$ | 369,037.00 | Total Contingency Value        |  | \$ | -          |
|                              | Total Dollar Authority (Contract Value and Contingency) |    |            |                                |  | \$ | 369,037.00 |

## Contract Authorization

Board of Directors Date: 12/06/2023 Board Item # 10101

## Contract Management (Internal Purposes Only)

Local

Services

N/A

## Accounts Receivable

Total Contract Funding: \$ 369,037.00 Funding Agreement No: 24-1003066  
 Beginning POP Date: 07/01/2024 Ending POP Date: 06/30/2029 Final Billing Date: 12/31/2029  
 Expiration Date: 06/30/2029 Fund Admin: Yes  
 Parent Contract 24-1003066 PM Description Rideshare Software OCTA Funds

Z-Related Contracts 24-1003067

| Sub-     |      |      |      |          |                         | Sub- |      |      |      |         |                         |
|----------|------|------|------|----------|-------------------------|------|------|------|------|---------|-------------------------|
| Fund     | Prog | Task | Task | Revenue  | Total Contract Funding: | Fund | Prog | Task | Task | Revenue | Total Contract Funding: |
| GL: 6010 | 30   | 0314 | 0320 | 42901005 | 369,037.00              | GL:  |      |      |      |         | -                       |
| GL:      |      |      |      |          | -                       | GL:  |      |      |      |         | -                       |
| GL:      |      |      |      |          | -                       | GL:  |      |      |      |         | -                       |
| GL:      |      |      |      |          | -                       | GL:  |      |      |      |         | -                       |
| GL:      |      |      |      |          | -                       | GL:  |      |      |      |         | -                       |
| GL:      |      |      |      |          | -                       | GL:  |      |      |      |         | -                       |
| GL:      |      |      |      |          | -                       | GL:  |      |      |      |         | -                       |
| GL:      |      |      |      |          | -                       | GL:  |      |      |      |         | -                       |
| GL:      |      |      |      |          | -                       | GL:  |      |      |      |         | -                       |

Nicole Soto

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes:

Attachment: CSS - 24-1003067- OCTA (10101 : Regional Rideshare and Vanpool Software Contracts)

## General Contract Information

Contract No: 24-1003065 Amendment No.: \_\_\_\_\_  
 Contract Class: Receivable Department: Transit  
 Customer ID: RCTC Customer Name: Riverside County Transportation Commission  
 Description: Provision of Regional Rideshare Software

List Any Accounts Payable Related Contract Nos.: 19-1002203, 24-1003067, 24-1003066, 24-1003068

| Dollar Amount                |  |   |            |                                |  |    |            |
|------------------------------|--|---|------------|--------------------------------|--|----|------------|
| Original Contract            |  | \$  | 436,694.00 | Original Contingency           |  | \$ | -          |
| Prior Amendments             |  | \$  | -          | Prior Amendments               |  | \$ | -          |
| Prior Contingency Released   |  | \$  | -          | Prior Contingency Released (-) |  | \$ | -          |
| Current Amendment            |  | \$  | -          | Current Amendment              |  | \$ | -          |
| Total/Revised Contract Value |  | \$  | 436,694.00 | Total Contingency Value        |  | \$ | -          |
|                              |  | Total Dollar Authority (Contract Value and Contingency) |            |                                |  | \$ | 436,694.00 |

## Contract Authorization

Board of Directors Date: 12/06/2023 Board Item # 10101

## Contract Management (Internal Purposes Only)

Local

Services

N/A

## Accounts Receivable

Total Contract Funding: \$ 436,694.00 Funding Agreement No: 24-1003066  
 Beginning POP Date: 07/01/2024 Ending POP Date: 06/30/2029 Final Billing Date: 12/31/2029  
 Expiration Date: 06/30/2029 Fund Admin: Yes  
 Parent Contract 24-1003066 PM Description Rideshare Software RCTC Funds

| Z-Related Contracts |      |      |      |          |                         | 24-1003065 |      |      |      |         |                         |
|---------------------|------|------|------|----------|-------------------------|------------|------|------|------|---------|-------------------------|
| Sub-                |      |      |      |          |                         | Sub-       |      |      |      |         |                         |
| Fund                | Prog | Task | Task | Revenue  | Total Contract Funding: | Fund       | Prog | Task | Task | Revenue | Total Contract Funding: |
| GL: 6010            | 30   | 0314 | 0320 | 42902013 | 436,694.00              | GL:        |      |      |      |         | -                       |
| GL:                 |      |      |      |          | -                       | GL:        |      |      |      |         | -                       |
| GL:                 |      |      |      |          | -                       | GL:        |      |      |      |         | -                       |
| GL:                 |      |      |      |          | -                       | GL:        |      |      |      |         | -                       |
| GL:                 |      |      |      |          | -                       | GL:        |      |      |      |         | -                       |
| GL:                 |      |      |      |          | -                       | GL:        |      |      |      |         | -                       |
| GL:                 |      |      |      |          | -                       | GL:        |      |      |      |         | -                       |
| GL:                 |      |      |      |          | -                       | GL:        |      |      |      |         | -                       |
| GL:                 |      |      |      |          | -                       | GL:        |      |      |      |         | -                       |
| GL:                 |      |      |      |          | -                       | GL:        |      |      |      |         | -                       |

Nicole Soto

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes:

Attachment: CSS - 24-1003065 - RCTC (10101 : Regional Rideshare and Vanpool Software Contracts)

## General Contract Information

Contract No: 24-1003068 Amendment No.: \_\_\_\_\_  
 Contract Class: Receivable Department: Transit  
 Customer ID: VCTC Customer Name: Ventura County Transportation Commission  
 Description: Provision of Regional Rideshare Software

List Any Accounts Payable Related Contract Nos.: 19-1002203, 24-1003066, 24-1003067, 24-1003065

| Dollar Amount                |  |   |            |                                |  |    |            |
|------------------------------|--|---|------------|--------------------------------|--|----|------------|
| Original Contract            |  | \$  | 109,636.00 | Original Contingency           |  | \$ | -          |
| Prior Amendments             |  | \$  | -          | Prior Amendments               |  | \$ | -          |
| Prior Contingency Released   |  | \$  | -          | Prior Contingency Released (-) |  | \$ | -          |
| Current Amendment            |  | \$  | -          | Current Amendment              |  | \$ | -          |
| Total/Revised Contract Value |  | \$  | 109,636.00 | Total Contingency Value        |  | \$ | -          |
|                              |  | Total Dollar Authority (Contract Value and Contingency) |            |                                |  | \$ | 109,636.00 |

## Contract Authorization

Board of Directors Date: 12/06/2023 Board Item # 10101

## Contract Management (Internal Purposes Only)

Local

Services

N/A

## Accounts Receivable

Total Contract Funding: \$ 109,636.00 Funding Agreement No: 24-1003066  
 Beginning POP Date: 07/01/2024 Ending POP Date: 06/30/2029 Final Billing Date: 12/31/2029  
 Expiration Date: 06/30/2029 Fund Admin: Yes  
 Parent Contract 24-1003066 PM Description Rideshare Software VCTC Funds

Z-Related Contracts 24-1003068

| Sub-     |      |      |      |          |                         | Sub- |      |      |      |         |                         |
|----------|------|------|------|----------|-------------------------|------|------|------|------|---------|-------------------------|
| Fund     | Prog | Task | Task | Revenue  | Total Contract Funding: | Fund | Prog | Task | Task | Revenue | Total Contract Funding: |
| GL: 6010 | 30   | 0314 | 0320 | 42909024 | 109,636.00              | GL:  |      |      |      |         | -                       |
| GL:      |      |      |      |          | -                       | GL:  |      |      |      |         | -                       |
| GL:      |      |      |      |          | -                       | GL:  |      |      |      |         | -                       |
| GL:      |      |      |      |          | -                       | GL:  |      |      |      |         | -                       |
| GL:      |      |      |      |          | -                       | GL:  |      |      |      |         | -                       |
| GL:      |      |      |      |          | -                       | GL:  |      |      |      |         | -                       |
| GL:      |      |      |      |          | -                       | GL:  |      |      |      |         | -                       |
| GL:      |      |      |      |          | -                       | GL:  |      |      |      |         | -                       |
| GL:      |      |      |      |          | -                       | GL:  |      |      |      |         | -                       |

Nicole Soto

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes:

Attachment: CSS - 24-1003068 - VCTC (10101 : Regional Rideshare and Vanpool Software Contracts)

**AGREEMENT NO. 24-1003066****REGIONAL RIDESHARE SOFTWARE AGREEMENT**

This Agreement for Services (“AGREEMENT”) is entered into between the Los Angeles County Metropolitan Transportation Authority (“LACMTA”), Orange County Transportation Authority (“OCTA”), Riverside County Transportation Commission (“RCTC”), San Bernardino County Transportation Authority (“SBCTA”) and the Ventura County Transportation Commission (“VCTC”) (each individually a “Party” and collectively the “Parties”) for the Provision of the Regional Rideshare Software (the “Project”).

1. **WHEREAS**, SBCTA has entered into Contract No. 19-1002203 with Trapeze Software Group, Inc. (“Trapeze”), whereby Trapeze provides services and licenses software to support a regional rideshare database (“Regional Rideshare Software”); and
2. **WHEREAS**, the Parties desire to enter into this AGREEMENT for SBCTA’s provision of the Regional Rideshare Software as part of the effort to continue coordination of regional rideshare services; and
3. **WHEREAS**, the goal of the Project is to maintain and enhance the Regional Rideshare Software, which is necessary to encourage commuters to carpool, vanpool, take bus and rail, telecommute, bike and walk to Southern California worksites; and
4. **WHEREAS**, the Parties under a separate Memorandum of Understanding have consolidated their rideshare databases into a single, 5-county regional rideshare database (“Consolidated Database”) to better serve the traveling population of the region; and
5. **WHEREAS**, SBCTA has agreed to perform services necessary to implement the Project on the terms and conditions contained herein;

NOW, THEREFORE, the Parties to this AGREEMENT agree to the following terms and conditions:

**1. SCOPE OF SERVICES**

- A. The Parties understand and agree that LACMTA, OCTA, RCTC and VCTC are intended third-party beneficiaries of the Regional Rideshare and Vanpool Program Online System Agreement dated September 5, 2019 (Contract No. 19-1002203), as amended, between SBCTA and Trapeze Software Group, Inc. (“Trapeze”). The foregoing referenced Agreement, attached as Attachment A, is referred to herein as the ‘Software Agreement.’ The Parties agree to comply with Attachment 1, Software License and Maintenance Agreement, to the Software Agreement. SBCTA and its subcontractors shall furnish all technical and professional services necessary to fully and adequately perform the tasks set forth in Exhibit C of the Software Agreement (the “Services”).
- B. SBCTA shall perform the Services in accordance with the Budget attached as Attachment



B to this AGREEMENT. A Party(s) may request a modification to the Regional Rideshare Software as further outlined in Section 10 and SBCTA may release contingency funds as allocated in the budget, provided the Party requesting the modification provides written approval of such release of contingency, and further provided the total budget amount is not exceeded.

- C. SBCTA understands that some Party(s) may utilize Congestion Mitigation & Air Quality (“CMAQ”) Funding for this Project and will administer the Project in accordance with CMAQ Guidelines, as adopted or amended.

## **2. TERM**

- A. This AGREEMENT shall commence upon execution by SBCTA, and terminate on June 30, 2029, or until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity obligations hereunder shall survive termination of this AGREEMENT.
- B. All eligible Project expenses as outlined in this AGREEMENT shall be reimbursed in accordance with the terms and conditions of this AGREEMENT unless otherwise agreed to by the Parties in writing.
- C. Should a Party(s) determine there are insufficient Funds available for the Project or wish to terminate this AGREEMENT for convenience, the terminating Party(s) may terminate their participation in the AGREEMENT by giving written notice to each Party by April 1<sup>st</sup> of each year. The termination date will be effective as of July 1<sup>st</sup> of the same year the written notice was provided. If a Party terminates its participation in the AGREEMENT pursuant to this section, the terminating Party(s) will not reimburse SBCTA any costs incurred after the termination date, except Trapeze Work Orders approved by the terminating Party(s) prior to the termination notice, for which work has commenced by Trapeze. The terminating Party(s) share of these costs will be consistent with the established funding percentages outlined in the AGREEMENT.

## **3. PAYMENT OF COMPENSATION**

LACMTA, OCTA, RCTC and VCTC shall reimburse SBCTA for the amounts set forth below (the “Funds”) and as further identified in Attachment B, for the Project:

- A. LACMTA shall reimburse SBCTA an amount not to exceed ONE MILLION, ONE HUNDRED TWENTY-THREE THOUSAND, NINE HUNDRED EIGHTY-SIX DOLLARS (\$1,123,986) for the actual costs of the Services provided under this AGREEMENT, subject to the terms and conditions contained herein.
- B. OCTA shall reimburse SBCTA an amount not to exceed THREE HUNDRED SIXTY-NINE THOUSAND, THIRTY-SEVEN DOLLARS (\$369,037) for the actual costs of the Services provided under this AGREEMENT, subject to the terms and conditions contained herein.

- C. RCTC shall reimburse SBCTA FOUR HUNDRED THIRTY-SIX THOUSAND, SIX HUNDRED NINETY-FOUR DOLLARS (\$436,694) for the actual costs of the Services provided under this AGREEMENT, subject to the terms and conditions contained herein.
- D. SBCTA shall be responsible for an amount not to exceed THREE HUNDRED SIXTEEN THOUSAND, FOUR HUNDRED SEVENTY-THREE DOLLARS (\$316,473) for the actual costs of the Services provided under this AGREEMENT, subject to the terms and conditions contained herein.
- E. VCTC shall reimburse SBCTA an amount not to exceed ONE HUNDRED NINE THOUSAND, SIX HUNDRED THIRTY-SIX DOLLARS (\$109,636) for the actual costs of the Services provided under this AGREEMENT, subject to the terms and conditions contained herein.
- F. All costs, if any, associated with the initial implementation of the Consolidated Database will be at no cost to LACMTA, OCTA and VCTC. RCTC and SBCTA will share the initial costs associated with the Consolidated Database as outlined in this AGREEMENT.
- G. The Parties shall jointly fund the Project and contribute their share of the Project as outlined in Attachment B.
- H. All disbursements of Funds shall be on a reimbursement basis only. Such disbursements of Funds shall be considered an estimate subject to adjustment based on any Party's audit results.
- I. Under no circumstances will the total amount of money paid to SBCTA for the Services exceed the Funds, unless otherwise agreed to by the Party(s) in writing.

#### 4. **INVOICING**

- A. All invoices will be provided to LACMTA, OCTA, RCTC and VCTC on a quarterly basis for only those quarters in which Services have been rendered. The quarterly invoice shall include all appropriate documentation (such as contractor invoices, receipts, etc.). All supporting documents must include a clear justification and explanation of their relevance to the Project.
- B. LACMTA, OCTA, RCTC and VCTC shall make payment to SBCTA within forty-five (45) calendar days after receipt of SBCTA's invoice prepared in accordance with instructions above.

*Invoices shall be addressed to:*

**LACMTA**

Accounts Payable  
P.O. Box 512296  
Los Angeles, CA 90051-0296  
[AccountsPayable@metro.net](mailto:AccountsPayable@metro.net)  
Re: AGREEMENT 24-1003066

**OCTA**

Accounts Payable  
P.O. Box 14184  
Orange, CA 92863-1584  
[vendorinvoices@octa.net](mailto:vendorinvoices@octa.net)  
Re: AGREEMENT 24-1003066

**RCTC**

Accounts Payable  
PO BOX 12008  
Riverside, CA 92502-2208  
[ap@rctc.org](mailto:ap@rctc.org)  
Re: AGREEMENT 24-1003066

**VCTC**

Commuter Services  
751 E. Daily Drive #420  
Camarillo 93010  
[cgrasty@goventura.org](mailto:cgrasty@goventura.org)  
Re: AGREEMENT 24-1003066

*Payments shall be addressed to:*

**SBCTA**

1170 W. 3rd Street, 2nd Floor  
San Bernardino, CA 92410

**5. AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS**

- A. LACMTA, OCTA, RCTC and VCTC, and/or their designee(s), shall have the right to conduct audits of the Project, as deemed appropriate. LACMTA, OCTA, RCTC and VCTC may commence a final audit within six months of receipt of acceptable final invoice. SBCTA agrees to establish and maintain proper accounting and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). SBCTA shall reimburse LACMTA, OCTA, RCTC and VCTC for any expenditure not in compliance with the Scope of Services and/or not in compliance with other terms and conditions as defined by this AGREEMENT. SBCTA's expenditures submitted to LACMTA, OCTA, RCTC and VCTC for this project shall be in compliance with 2 CFR Subtitle A, Chapter II Part 225 Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A87).
- B. SBCTA's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements) and invoices (all collectively referred to as "Records"), which Records shall be open to inspection and subject to audit and reproduction by LACMTA, OCTA, RCTC and VCTC auditors or authorized representatives to the extent deemed necessary by LACMTA, OCTA, RCTC and VCTC to adequately permit evaluation of expended costs. These records must be retained by SBCTA for three years following final payment under this AGREEMENT.

## 6. DEFAULT

A Default under this AGREEMENT is defined as failure of a Party(s) to comply with the terms and conditions contained herein including but not limited to: (i) A Party(s) fails to comply with Attachment 1 to the Software Agreement; (ii) A Party(s) authorizes a Trapeze Work Order as noted in Section 10 without SBCTA participation; (iii) SBCTA authorizes a Trapeze Work Order as noted in Section 10 prior to obtaining written approval from the Party(s).

A waiver by a Party(s) of one default of another Party(s) shall not be considered to be a waiver of any subsequent default of the other Party(s), or of any other Party(s), of the same or any other provision, nor be deemed to waive, amend, or modify this AGREEMENT.

## 7. REMEDIES

- A. In the event of a Default by a Party(s), the non-Defaulting Party(s) shall provide written notice of such Default to the Defaulting Party(s) identifying the Default and providing a 30-day period in which to cure the Default. In the event the Defaulting Party(s) fails to cure the Default or commit to cure the Default and commence the same within such 30-day period to the satisfaction of the non-Defaulting Party(s), the following shall apply:
1. If SBCTA is the Defaulting Party: (i) The non-Defaulting Party(s) may terminate their participation in this AGREEMENT; (ii) the non-Defaulting Party(s) may cease making disbursements of Funds to SBCTA, except that the non-Defaulting Party(s) shall reimburse SBCTA for Services provided prior to the event constituting the Default; and/or (iii) the non-Defaulting Party(s) may recover damages and/or expenses from SBCTA's default to the extent allowed by law or in equity.
  2. If LACMTA, OCTA, RCTC or VCTC is the Defaulting Party: (i) SBCTA may cease the provision of the Services to the Defaulting Party(s); and /or (ii) SBCTA may recover damages and/or expenses resulting from the Defaulting Party(s) to the extent allowed by law or in equity.
- B. The remedies described herein are non-exclusive. The Party(s) shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

## 8. COMMUNICATIONS

- A. The Parties shall ensure that all Communication Materials (as defined in 8.B.) contain recognition of the Parties' contribution to the Project. The Parties shall ensure that at a minimum, all Communications Materials shall include (i) the phrase "This project was partially funded by LACMTA, OCTA, RCTC, SBCTA and VCTC" or alternative acceptable minimum language as approved in writing by the Parties; and (ii) the Parties' logos, with the exception of press releases, which do not require the Parties' logos. Prior to use in Communications Materials, each Party shall verify and approve, in writing, the correct logo.

- B. For purposes of this AGREEMENT, “Communications Materials” include, but are not limited to, literature, newsletters, publications, websites, advertisements, brochures, maps, information materials, video, radio and public service announcements, press releases, press event advisories, and all other related materials.
- C. The Parties shall ensure that any subcontractor, including, without limitation, public relations, public affairs, and/or marketing firms hired by a Party(s) to produce Communications Materials related to this Project will comply with the requirements contained in this Section.

## **9. OWNERSHIP OF MATERIALS/EQUIPMENT/CONFIDENTIALITY/USE OF DATA**

- A. Ownership and Use Rights. Ownership and the right to use all documents, Data, Software or Successor Software (as defined in Section 10), and materials shall be in accordance with the Software Agreement. This AGREEMENT does not confer upon any Party any right or interest in any other Party’s collected or owned technical data.
- B. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials, either created by or provided to a Party in connection with the performance of this AGREEMENT, shall be held confidential by that Party. No other Party shall use such materials for any purposes, other than the performance of the Services, without the prior written consent of the Party from which the materials were obtained. Nor shall such materials be disclosed to any person or entity for any purpose other than the performance of the Services. Nothing furnished to a Party which is otherwise known to another Party or is generally known, or has become known, to the related industry shall be deemed confidential. Except as required by Section 8 of this AGREEMENT, the Parties shall not use any other Party’s name or insignia, photographs of the project, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of that Party.

## **10. SOFTWARE LICENSING AGREEMENT AND PROVISIONS FOR USE**

- A. Software Licensing for the Regional Rideshare Software and products required under this AGREEMENT shall be in accordance with the Software Agreement; in the event of a conflict between the provisions of this AGREEMENT and the Software Agreement, the provisions of the Software Agreement shall control. For the purposes of this AGREEMENT, the below terms are defined as follows:
  - 1. Software: The software programs and products or, if the Regional Rideshare Software is replaced, the successor software programs and products, provided such successor software at a minimum performs the same functions as the Regional Rideshare Software, that are licensed to the Parties or to be developed per the Software or Successor Software Module Enhancements noted in the paragraph below and delivered by SBCTA or its subcontractors to the Parties under the AGREEMENT.
  - 2. Software or Successor Software Enhancements: Enhancements or modifications

including but not limited to adding features or modules that are not provided under the Software Agreement and that are made to Software or the Successor Software modules by SBCTA or its subcontractors that are funded by a Party(s) or collectively the Parties hereunder for the Project.

3. Data: The information, whether in hard copy, database, keypunch or other formats, which is used as input to the Software or Successor Software or which is or has been generated, collected, analyzed, created, prepared or developed by SBCTA, or its respective subcontractors for the performance of the Project which is funded hereunder.

- B. A Party(s) may request that SBCTA's subcontractors generate Software or Successor Software Enhancements using contingency funds identified in the Budget, Attachment B. The requesting Party(s) may work directly with SBCTA's subcontractors to develop a Work Order for the requested modification(s), but the Work Order provided by SBCTA's subcontractors shall be approved and signed by SBCTA to ensure there is sufficient budget for the enhancement(s). The cost share of the Work Order will be determined based on the number of participating Party(s). If there is only one participating Party, the cost will be the sole responsibility of that Party. If multiple Party(s) participate, the cost will be shared by population share of the participating Party(s) or as otherwise agreed by the participating Party(s). The cost share for each Work Order will be outlined and attached to the Work Order, along with the written approval of all participating Parties, including SBCTA.

The following shall apply for the Software or Successor Software and when any Enhancements (Software or Successor Software) developed for the Project:

1. SBCTA's subcontractors shall deliver the Software or Successor Software and Software or Successor Software Enhancements electronically to the Party(s)' online websites. The Party(s) shall hold the Software or Successor Software and Software or Successor Software Enhancements, and other written or electronic materials provided by SBCTA's subcontractors, in confidence, shall use and disclose them only as expressly authorized herein and only to its employees, consultants, agents or sublicensees to whom disclosure is necessary for the performance and exercise of its rights hereunder, or as otherwise required by law, and shall take reasonable steps to ensure that unauthorized persons will have no access to them.

2. The Party(s) shall not sell, license or otherwise transfer any interest in the Data, Software or Successor Software, Software or Successor Software Enhancements, or other materials developed for utilization in the Project, without the prior written permission of each of the Party(s).

## **11. SUBCONTRACTORS**

SBCTA shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of the Parties. The Parties understand and agree that Trapeze will be a subcontractor for services under this AGREEMENT, unless the Software is at some time replaced with Successor Software. If SBCTA desires to extend or enter



a new agreement with Trapeze beyond the terms identified in Section 2 of this AGREEMENT, written approval of the Parties is required.

## **12. INDEMNIFICATION**

- A. No Party, nor any officers, directors, employees or agents thereof, is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by any other Party under or in connection with any work, authority or jurisdiction delegated to any other Party under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, each Party shall fully defend, indemnify and save harmless all other Parties, and their officers, directors, employees and agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by the indemnifying Party under or in connection with any work, authority or jurisdiction delegated to the indemnifying Party under this AGREEMENT. This provision shall survive termination of this contract.

## **13. INSURANCE**

- A. Without in any way affecting the indemnity provisions identified in this AGREEMENT, the Parties shall, at their own sole expense, and prior to the commencement of any work, procure and maintain in full force, insurance through the entire term of this AGREEMENT and shall be in coverage types and no less than amounts identified below in this section. Any Party that is a self-insured public entity for purposes of the liabilities identified in this section warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.

SBCTA agrees to require Trapeze to add LACMTA, OCTA, RCTC, SBCTA and VCTC as additional insureds to all insurance coverages required under SBCTA Contract No. 19-1002203, to the extent not prohibited by the California Insurance Code or any other law. Should SBCTA enter a new contract for Successor Software, said contract shall contain, at the minimum, the same insurance requirements.

1. *Commercial General Liability* - To include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, Broad-Form Property Damage and Independent Contractors' Liability, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and \$2,000,000 in the aggregate written on an occurrence form. For products and completed operations a \$2,000,000 aggregate shall be provided.
2. *Network and Privacy Insurance* – Each of the Parties shall carry Network and Privacy (Errors and Omissions) insurance in an amount of not less than \$1,000,000 per claim and \$1,000,000 in the annual aggregate, protecting itself and each Party from the following exposures related to this Agreement:

- (i) the theft, dissemination and/or unauthorized disclosure or use of confidential information and personally identifiable information (not to be limited to bank information, social security numbers, health information, credit card account information, and confidential corporate information). Such insurance shall also include coverage for credit monitoring, notification expenses and other related costs associated with mitigating a data security or privacy breach; and
  - (ii) the introduction of a computer virus into, or otherwise causing damage to, a computer, computer system, network or similar computer-related property and the data, software, and programs used herein.
  - (iii) If such insurance is maintained on an occurrence basis, the Parties shall maintain such insurance for an additional period of one year following the end of the applicable Term. If such insurance is maintained on a claims-made basis, the Parties shall maintain such insurance for an additional period of three years following the end of the applicable Term.
- B. Proof of Coverage – SBCTA shall furnish certificates of insurance or letters of self-insurance to the other Parties, and the other Parties shall furnish certificates of insurance or letters of self-insurance to SBCTA evidencing the insurance coverage, or acknowledging self-insurance, as required above prior to the commencement of performance of service hereunder, and such certificates shall include the other Party as an additional insured on all insurances. The Parties agree that any self-insurance shall provide the same levels of coverage as a commercial insurance policy. The self insured Party is agreeing to step in and act as the insurer. The certificates of insurance must be executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth in this Article. Any letter of self-insurance must be signed by an executive level employee who possesses the appropriate authority to make such representation. If the insurance company elects to cancel or non-renew coverage for any reason, the responsible Party will provide 30 days' notice of such cancellation or nonrenewal to the other Party. If a Party's policy is cancelled for nonpayment of premium, the applicable Party shall provide the other Party ten (10) days' notice. All certificates of insurance are to include the contract number and Program Manager's name.

#### 14. KEY PERSONNEL AND NOTICES

- A. The Parties have designated the following as key personnel for the Project and will provide written email notice of any key Project staffing changes or other notifications required in this AGREEMENT.

|   |   |
|---|---|
| <b>LACMTA:</b><br>Martin Buford<br>Sr. Manager, Transportation Planning<br>Shared Mobility & Implementation<br><a href="mailto:BufordM@metro.net">BufordM@metro.net</a> | <b>OCTA:</b><br>Kristopher Hewkin<br>Marketing Specialist – Vanpool<br><a href="mailto:khewkin@octa.net">khewkin@octa.net</a> |
|---|---|

|   |   |
|---|---|
| <b>RCTC:</b><br>Brian Cunanan<br>Program Manager,<br>Commuter & Motorist Assistance<br><a href="mailto:bcunanan@rctc.org">bcunanan@rctc.org</a>                       | <b>SBCTA:</b><br>Nicole Soto<br>Multimodal Mobility Programs<br>Administrator, Transit & Rail<br><a href="mailto:nsoto@gosbcta.com">nsoto@gosbcta.com</a> |
| <b>VCTC:</b><br>Claire Grasty<br>Director of Transit,<br>Regional Planning, Rail and TDA Programs<br><a href="mailto:cgrasty@goventura.org">cgrasty@goventura.org</a> |   |

- B. 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 email during regular business hours, or (b) the first business day following delivery by email when not made during regular business hours. Each such notice shall be sent to the respective Party(s) at the email address indicated above or to any other email address as the respective Party(s) may designate from time to time by a notice given in accordance with this Section. A Party shall notify all other Parties of any contact information changes within five (5) business days of the change.

## 15. OTHER TERMS AND CONDITIONS

- A. This AGREEMENT shall not be amended, nor any provisions or breach hereof waived, except by written Amendment signed by the Parties.
- B. In the event that there is any court (e.g., Superior Court of the State of California or U.S. District Court for the Central District of California) proceeding between the Parties to enforce or interpret this AGREEMENT or 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.
- C. No Party(s) hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, pandemics, and government acts beyond the control and without fault or negligence of the affected Party. Each Party hereto shall give notice promptly to the other Parties of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this AGREEMENT.
- D. SBCTA shall comply with and ensure that work performed under this AGREEMENT is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR).

- E. No Party shall assign this AGREEMENT, or any part hereof, without prior written approval of all other Parties, and any assignment without said consent shall be void and unenforceable.
- F. This AGREEMENT shall be governed by California law. If any provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- G. The covenants and agreements of this AGREEMENT shall inure to the benefit of, and shall be binding upon, each of the Parties and their respective successors and assigns.
- H. In the performance of the work described in this AGREEMENT, SBCTA is not a contractor nor an agent or employee of LACMTA, OCTA, RCTC or VCTC. SBCTA attests to no organizational or personal conflicts of interest and agrees to notify LACMTA, OCTA, RCTC and VCTC immediately in the event that a conflict, or the appearance thereof, arises. SBCTA shall not represent itself as an agent or employee of LACMTA, OCTA, RCTC or VCTC and shall have no powers to bind LACMTA, OCTA, RCTC or VCTC in contract or otherwise.
- I. This AGREEMENT may be executed 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 so long as the signature complies with Government Code § 16.5 and the Uniform Electronic Transactions Act, Civil Code §§ 1633.1 et seq.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized representatives as of the dates indicated below:

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
 Stephanie Wiggins Date  
 Chief Executive Officer

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
 Dawyn R. Harrison Date  
 County Counsel

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized representatives as of the dates indicated below:

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
 Georgia Martinez Date  
 Department Manager,  
 Contracts and Procurement

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
 James M. Donich Date  
 General Counsel



IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized representatives as of the dates indicated below:

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

By: \_\_\_\_\_  
 Anne Mayer Date  
 Executive Director

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
 Best Best & Krieger, LLP Date

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized representatives as of the dates indicated below:

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
 Raymond W. Wolfe Date  
 Executive Director

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
 Julianna K. Tillquist Date  
 General Counsel

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized representatives as of the dates indicated below:

**VENTURA COUNTY TRANSPORTATION COMMISSION**

By: \_\_\_\_\_  
 Martin Erickson Date  
 Executive Director

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
 Steven T. Mattas Date  
 Legal Counsel

**ATTACHMENT A – SOFTWARE AGREEMENT**

DRAFT

Attachment: 24-1003066 Agreement Regional Software MOU (10101 : Regional Rideshare and Vanpool Software Contracts)

**CONTRACT NO. 19-1002203****BY AND BETWEEN****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND****TRAPEZE SOFTWARE GROUP, INC. DBA TRIPSPARK TECHNOLOGIES****FOR****REGIONAL RIDESHARE AND VANPOOL PROGRAM ONLINE SYSTEM**

This contract (referred to as "Contract"), is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA" or "Licensee"), whose address is 1170 W 3rd Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715, and Trapeze Software Group, Inc dba TripSpark Technologies ("CONSULTANT" or "TripSpark") whose address is 5265 Rockwell Drive NE, Cedar Rapids, Iowa 52402 SBCTA and CONSULTANT are each a "Party" and collectively the "Parties"

**RECITALS:**

**WHEREAS**, SBCTA requires Work as described in Exhibit C of Attachment 1 to 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, and

**WHEREAS** CONSULTANT permits SBCTA the right to sublicense the Software, identified in Exhibit A of Attachment 1, to Riverside County Transportation Commission (RCTC), located at 4080 Lemon Street, 3<sup>rd</sup> Floor, Riverside, California 92501 (hereinafter referred to as "Sublicensee") .Access and use of the Software identified in Exhibit A of Attachment 1, by Sublicensee, shall be strictly in accordance with the terms of the Agreement.

**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 C of Attachment 1 "Scope of Work", ("Work"), in accordance with all applicable professional standards which are generally accepted in the State of California, and in accordance with the terms and conditions expressed herein.
- 1.2 SBCTA's Project Manager for this Contract is Nicole Soto, or such other designee as shall be designated in written notice to CONSULTANT from time to time by the Executive Director of SBCTA or his or her designee The Project Manager shall have authority to act on behalf of SBCTA

in administering this Contract, including giving notices (including without limitation, notices of default and/or termination), technical directions and approvals, demanding performance and accepting work performed, but is not authorized to receive or issue payments or execute amendments to the Contract itself

## ARTICLE 2. CONTRACT TERM

- 2.1 The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA's Procurement Analyst and shall continue in effect through June 30, 2022, or until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity 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
- 2.2 SBCTA at its sole discretion may extend the original term of the Contract for two one-year option(s). The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed June 30, 2024

## 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 Firm Fixed Fee 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 Three Hundred Fifty Thousand Dollars (\$350,000), excluding option years as identified under Exhibit B, Attachment 1 of Software License and Maintenance Agreement. All Work provided under this Contract is to be performed as set forth in Exhibit C of Attachment 1 "Scope of Work," and shall be reimbursed pursuant to Exhibit B of Attachment 1 "Price Form." The 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 of Attachment 1 "Price Form." Any travel expenses must be pre-approved by SBCTA and shall be reimbursed for per diem expenses at a rate not to exceed the current authorized rates for state employees under the State Department of Human Resources rules located at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. SBCTA will not reimburse CONSULTANT for any expenses not shown in Exhibit B of Attachment 1 "Price Form" or agreed to and approved by SBCTA as required under this Contract.
- 3.3 *Intentionally 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 monthly or annual billing period payments, forty-five (45) calendar days after receipt of an accurate 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 All invoices shall be accompanied by documentation supporting each milestone measurement and/or associated cost as identified under Exhibit B, of Attachment 1, Software License and Maintenance Agreement. Each invoice will be for a monthly or annual billing period and will be marked with SBCTA's contract number, and description if applicable. Invoices shall be submitted within thirty (30) calendar days for the period covered by the invoice. Invoices are a request for payment for Work completed by CONSULTANT during each billing period and CONSULTANT shall provide back-up information reasonably sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Article 4 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. Invoices should be e-mailed to SBCTA at the following address  
[ap@gosbcta.com](mailto:ap@gosbcta.com)
- 4 3 *Intentionally Omitted*
- 4 4 *Intentionally Omitted*
- 4.5 No payment will be made for any Work performed prior to the NTP, nor for any Work under any amendment to the Contract until such amendment is approved by SBCTA's Executive Director or Board of Directors, pursuant to SBCTA policy.
- 4 6 *Intentionally omitted.*
- 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, as determined by a court of competent jurisdiction.

#### **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 copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer. CONSULTANT shall provide SBCTA, Federal Transit Administration, the California State Auditor, or other authorized representatives of SBCTA access to CONSULTANT's records which are directly related to this Contract for the purpose of inspection and auditing 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 Project at any time. After CONSULTANT receives any audit recommendations, both parties will make commercially reasonable efforts to come to a mutual agreement with respect to any changes. 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 the provisions in this Article.

## **ARTICLE 9. RESPONSIBILITY OF CONSULTANT**

- 9.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and the compliance with all applicable federal, State, and local laws and regulations as it directly relates to the 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.
- 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 Consultant's standard 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 Work, CONSULTANT shall immediately document such matters and notify SBCTA in writing. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

9 3 *Intentionally Omitted.*

9 4 *Intentionally Omitted.*

9.5 CONSULTANT shall document the results of the Work to the reasonable satisfaction of SBCTA and if applicable, the reasonable satisfaction of the Federal Transit Administration (FTA)

9 6 *Intentionally Omitted.*

9 7 *Intentionally Omitted.*

## **ARTICLE 10. REPORTING AND DELIVERABLES**

All reports and deliverables shall be submitted in accordance with Exhibit C of Attachment 1, "Scope of Work." At a minimum, CONSULTANT shall make commercially reasonable efforts to submit monthly progress reports with their monthly invoices. The progress reports shall be reasonably detailed for SBCTA to determine the completion of CONSULTANT Services pursuant to Exhibit C of Attachment 1, "Scope of Work", and to address any difficulties or problems encountered, so that SBCTA and Consultant can work towards a remedy.

## **ARTICLE 11. TECHNICAL DIRECTION**

11 1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager. The term "Technical Direction" is defined to include:

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 contractual Scope of Work.

11 1.2 Provision of written information as required by CONSULTANT which assists in the interpretation of drawings, 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, drawings, specifications and technical information to be delivered by CONSULTANT to SBCTA under the Contract in accordance with Exhibit C of Attachment 1, "Scope of Work."

11 1.4 SBCTA's Project Manager may modify this Contract for certain administrative modifications in its reasonable discretion and subject to mutual agreement by the Parties. Administrative modifications as defined herein are limited to substitutions of personnel identified in this Contract, including Key Personnel and subconsultants, modifications to hourly rates and classifications of personnel, and modifications of the address of the CONSULTANT. All administrative modifications shall 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 Article 3, herein, 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 the CONSULTANT's right to perform the terms and conditions of the Contract; or
  - 11.2.7 Approves any demand or claim 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, 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 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 the CONSULTANT, SBCTA shall.
- 11.5 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.
- 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 any 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.

## ARTICLE 13. 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'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.

#### **ARTICLE 14 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 support documentation for the change in 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, for which such consent shall not be unreasonably withheld or delayed. CONSULTANT shall not substitute any key personnel without the prior written consent of SBCTA, for which such consent by SBCTA shall not be unreasonably withheld or delayed. In the event that the Parties cannot agree as to the substitution of key personnel, SBCTA may terminate the Contract. Key Personnel are

| <b>Name</b>     | <b>Job Classification/Function</b> |
|-----------------|------------------------------------|
| Daniel Bower    | Product Manager, Rideshare         |
| David Noal      | Customer Care Manager              |
| Brian Krasneski | Software Developer                 |
| Jamila Owens    | Solutions Consultant               |

#### **ARTICLE 15 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 principles and standards that are generally accepted in the profession in the State of California.

#### **ARTICLE 16. PROPRIETARY RIGHTS/CONFIDENTIALITY**

- 16.1 CONSULTANT will make no claim of ownership of data contained within the Software database that was entered, supplied, developed for or originated by SBCTA or third parties on behalf of SBCTA not acting as SUBCONSULTANTS to CONSULTANT
- 16.2 All materials, documents, data, information or owned media furnished by SBCTA or Sublicensee to CONSULTANT in the performance of this Contract will at all times remain the property of SBCTA or the Sublicensee. 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 who will be responsible for obtaining if needed, Sublicensee's consent.
- 16.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, subcontractors 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 pursuant to a prior contract; or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of the fault of 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

- 16.4 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, for which such consent shall not be unreasonably withheld or delayed.
- 16.5 All press releases or press inquiries identifying TripSpark, including graphic display information to be published in newspapers, magazines, and other publications are to be made only by SBCTA, subject to CONSULTANT'S written approval, which shall not be unreasonably withheld.

## ARTICLE 17. CONSTRUCTION CLAIMS.

*Intentionally Omitted.*

## ARTICLE 18. TERMINATION

- 18.1 Termination for Convenience – SBCTA's Executive Director shall have the right at any time to terminate further performance of Work by giving sixty (60) 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 will preserve data contained in the Software database, pending SBCTA's instruction, and will turn over all data contained within the Software database that was entered, supplied, developed for SBCTA or Sublicensee, or originated by SBCTA or third parties on behalf of SBCTA not acting as SUBCONSULTANTS to CONSULTANT in the form of a Microsoft SQL database backup file, or other format mutually agreed upon between SBCTA and CONSULTANT at the time of termination.
- 18.1.1 CONSULTANT will deliver to SBCTA all data contained within the Software database that was entered, supplied, developed for or originated by SBCTA or third parties on behalf of SBCTA not acting as SUBCONSULTANTS to CONSULTANT. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.
- 18.1.2 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 executed to the date of termination.
- 18.1.3 CONSULTANT shall be entitled to receive the fees due for the Work completed and accepted pursuant to Section 4 of Attachment 1-"Software Acceptance", up until and including the effective date of termination.
- 18.1.4 CONSULTANT may terminate for convenience and may do so within nine (9) months by using commercially reasonable efforts to meet such time frame
- 18.2 Termination for Cause - In the event either Party 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 either Party or a receiver shall be appointed on account of its insolvency, or if either Party 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 thirty (30) calendar days following written notice, the non-defaulting Party may, without prejudice to any other rights or remedies it 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 the non-defaulting Party specifying the date of termination.

18.2 1 A waiver by either Party of one default of the other Party shall not be considered to be a waiver of any subsequent default of the other Party, of the same or any other provision, nor be deemed to waive, amend, or modify this Contract.

18 3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, reasonably satisfactory in form and content to SBCTA and verified by SBCTA that CONSULTANT has completed its Work pursuant to Exhibit C to "Attachment 1" In no event shall CONSULTANT be entitled to any payment for prospective profits on unperformed services or any damages because of such termination. All subcontracts in excess of \$25,000 shall contain the above provisions of this Article

## ARTICLE 19 STOP WORK ORDER

*Intentionally Omitted*

## 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, unless otherwise agreed to in writing by SBCTA.

## ARTICLE 21. INSURANCE

21 1 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 subconsultants (but only to the extent required and as applicable to fulfill its specific portion of the Work as subconsultant) of every tier performing any of the Work to procure and maintain such insurance as it is specified below

21 1 1 Professional Liability – The policies must consist of the following:

- \$1,000,000 per claim limits
- \$3,000,000 in the aggregate for all claims
- If Coverage is on a claims made basis
  - Policy shall contain a retroactive date for coverage of prior acts, this date will be prior to the date the CONSULTANT begins to perform Work under this Contract.
  - CONSULTANT shall either renew policy annually for three years following contract completion or if cancelled shall secure and maintain "tail" coverage for a minimum of (3) years after Contract completion.

21 1 2 Worker's Compensation/Employer's Liability Insurance – The policies must consist of 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. 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.

21.1.3 Commercial General Liability Insurance – The policy must include the following:

- \$2,000,000 per occurrence limit/\$5,000,000 in the aggregate for property damage or bodily injury
- \$1,000,000 per occurrence limit/\$2,000,000 in the aggregate for personal injury and advertising injury
- \$2,000,000 per occurrence limit for products/completed operations coverage. Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- The project name must be indicated under "Description of Operations/Locations."
- The policy shall be endorsed to provide "This insurance will be primary and noncontributory with any other insurance of the additional insureds."

All commercial general liability insurance policies shall also include premises-operations (including explosion, collapse and underground coverage) and products-completed operations coverage, severability of interests (full separation of insureds), contractual liability coverage (including coverage to the maximum extent possible for the indemnifications contained in this Contract), broad form property damage coverage (including completed operations), and a duty to defend within the limits of the policy(ies).

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

- \$5,000,000 umbrella or excess liability for any project with a Contract value of \$25,000,000 or less
- Combined total for Commercial General Liability and Excess Liability limits of \$25,000,000 will be required for projects with a Contract value in excess of \$25,000,000
- 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.

21.1.5 Commercial Auto Insurance – 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 reasonably acceptable to SBCTA and shall consist of 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.

#### 21.1.6 Pollution Liability

##### *Intentionally Omitted*

21.1.7 Network and Privacy Insurance. CONSULTANT shall procure and maintain Network and Privacy (Errors and Omissions) insurance in an amount of not less than \$1,000,000 per claim and \$1,000,000 in the annual aggregate, following third party exposures relating to performance negligence or willful misconduct under this Agreement:

- (i) the theft, dissemination and/or unauthorized disclosure or use of confidential information and personally identifiable information (not to be limited to bank information, social security numbers, health information, credit card account information, driver license, and confidential corporate information) Such insurance shall also include coverage for credit monitoring, notification expenses and other related costs associated with mitigating a data security or privacy breach, and
- (ii) the introduction of a computer virus into, or otherwise causing damage to, a computer, computer system, network or similar computer-related property and the data, software, and programs used herein.

If such insurance is maintained on an occurrence basis, CONSULTANT shall maintain such insurance for an additional period of one year following the end of the applicable Term. If such insurance is maintained on a claims-made basis, Consultant shall maintain such insurance for an additional period of three years following the end of the applicable Term.

#### 21.2 General Provisions

21.2.1 Qualifications of Insurance Carriers. All policies written by insurance carriers shall be authorized and admitted to do business in the state of California with a current A.M. Best rating of A-VII or better

21.2.2 Additional Insurance Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall name San Bernardino County Transportation Authority, and its officers, directors, members, employees, and volunteers, as additional insureds ("Additional Insureds") 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 reasonably 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, which shall be provided pursuant to subsection 21.2.3.1

21.2.3.1 CONSULTANT shall provide SBCTA redacted copies of insurance policies not later than ten (10) business days after SBCTA gives CONSULTANT written notice of the occurrence of any of the following: (i) the insurance carrier issuing the policy failed to, unconditionally and without reservation of rights, accept SBCTA's tender of a claim or defend a claim, against SBCTA or an additional insured, within fifteen (15) calendar days of SBCTA's notice to the policy insurance carrier of such claim, (ii) CONSULTANT fails to provide SBCTA throughout the term of the Contract the required evidence of insurance under an insurance policy; (iii) CONSULTANT fails to cure a material breach under Article 21 relating to an insurance policy; or (iv) a subpoena or court order requires production of such copy

21.2.3.2 "Redacted copy" under subsection 21.2.3.1 above means a full and complete copy with the following information removed. Premiums, rating data, data or information specifically related to services provided by CONSULTANT to other customers, other projects, or under other contracts

21.2.4 Deductibles. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible 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 subconsultants to pay, all deductibles, self-insured retentions, co-pay obligations, premiums and any other sums due under the insurance required in this Article. CONSULTANT will advise SBCTA in writing as to the amounts of any deductible or self-insured retention, or as to any increase in any insurance deductible or self-insured retention under any insurance required above. There will be no deductibles in excess of \$500,000 per occurrence, loss or claim under the insurance required of CONSULTANT or any subconsultants. There will be no self-insured retentions. SBCTA will have the right, but not the obligation, to pay any deductible or self-insured retention 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 CONSULTANT. The policies shall not provide that any deductible, self-insured retention or other payment required under the policy can be paid only by the named insured, and not by an additional insured.

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 to be primary coverage, and any coverage carried by any of the Additional Insureds named herein shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants', 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. 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) working 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 (1) business day after CONSULTANT receives it by submitting it to SBCTA at [procurement@gosbcta.com](mailto: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.
- 21.2.8 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract including but not limited to its 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.
- 21.2.9 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 21.2.10 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all sub-consultants to cover their services performed under this Contract. CONSULTANT may reduce the types and 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 subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.
- 21.2.11 Higher limits. *Intentionally Omitted*
- 21.2.12 Special Risks or Circumstances. SBCTA reserves the right to request a modification to 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 *Intentionally omitted.*

- 22.2 CONSULTANT agrees to indemnify and defend (with legal counsel reasonably approved by SBCTA) and hold harmless San Bernardino County Transportation Authority, its officers, directors, members, employees and volunteers (collectively, the "Indemnitees"), from any and all third party claims, actions, losses, damages and/or liability ("Claims") resulting from Consultant or any of its officers, employees, and subconsultants' negligence or willful misconduct which causes loss of life,

or bodily injury to persons or direct damage to tangible property CONSULTANT's obligations under this Article 22 are subject to the following limitations

1. The Parties do not rely on and will have no remedy arising from any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether Party to this Agreement or not) other than as expressly set out in this Agreement. SBCTA's only remedy for breach of warranty is for breach of contract under the terms of this Agreement. This clause does not, however, preclude a claim for fraud.
- ii. CONSULTANT does not guarantee the privacy, security, authenticity or non-corruption of any information transmitted through the Internet or any information stored in any system connected to the Internet. CONSULTANT shall not be responsible for any Claims arising out of or in any way related to SBCTA's connection to or use of the Internet.
- iii. CONSULTANT will not be liable to SBCTA or any third party for any Claims arising out of or in any way related to (a) SBCTA's use of map or geographical data, owned by SBCTA or any third party, in conjunction with the Software or otherwise, or (b) SBCTA's use of the Software insofar as it may be used to store, transmit, display, disclose or otherwise use data or information which is considered private, confidential, proprietary or otherwise exempt from public disclosure under applicable law
- iv. CONSULTANT's liability for any Claims arising either jointly or solely from or in connection with this Agreement or the use of the Software (whether or not in the manner permitted by this Agreement), other than Claims for bodily injury, death or damage to tangible property, or for Claims arising from the gross negligence, fraudulent misrepresentation, or other willful misconduct, is limited to the amount of the Software license fees paid for the Software product that is the subject of the Claim.
- v. Neither Party will be liable to the other for any incidental, consequential or special damages, nor for loss of profits, anticipated savings, business opportunity, goodwill or loss of information.

## **ARTICLE 23. ERRORS AND OMISSIONS**

*Intentionally Omitted*

## **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 the CONSULTANT when prepared, whether delivered to SBCTA or not pursuant to this Contract. However, CONSULTANT will make no claim of ownership of data contained within the Software database that was entered, supplied, developed for or originated by SBCTA or third parties on behalf of SBCTA not acting as SUBCONSULTANTS to CONSULTANT

## **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 the CONSULTANT's proposal, without first notifying SBCTA in writing of the intended subcontracting and obtaining SBCTA's written approval of the subcontracting and the subconsultant, for which approval shall not be unreasonably withheld



or delayed. 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 the sole responsibility for managing of their subconsultants, including resolution of any disputes between CONSULTANT and its subconsultants.

## **ARTICLE 26. INSPECTION OF OPERATIONS**

*Intentionally Omitted*

## **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 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 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 as they apply to the Work.

### ARTICLE 31. PRECEDENCE

- 31.1 The Contract consists of the Contract Articles, Attachment 1-“Software License and Maintenance Agreement” and the following exhibits to Attachment 1 Exhibit A of Attachment 1 - Licensed Software, Exhibit B - Cost Proposal, Exhibit C - Scope of Work, Exhibit D - Hosting Services, and Exhibit E-Third Party Licensed Services Terms, all of which are incorporated in this Contract by this reference.
- 31.2 In the event of conflict between the Contract Articles and Attachment 1 and its Exhibits, the following order of precedence shall apply: first, the Contract Articles, second, Attachment 1- Software License and Maintenance Agreement; third, Exhibit A of Attachment 1- “Licensed Software”, fourth, Exhibit C of Attachment 1-“Scope of Work”, fifth, Exhibit B of Attachment 1- “Cost Proposal”, and last, Exhibit D of Attachment 1-“Hosting Services”
- 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 both parties shall make good faith efforts to reach an amicable 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 email to [nsoto@gosbcta.com](mailto:nsoto@gosbcta.com) and [procurement@gosbcta.com](mailto:procurement@gosbcta.com) during regular business hours, (b) the first business day following delivery by email when made not during regular business hours, or (c) the fourth business day following deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. CONSULTANT shall notify SBCTA of any contact information changes within ten (10) business days of the change.

| To TRIPSPARK TECHNOLOGIES | To SBCTA   |
|---------------------------|--|
| 5265 Rockwell Drive NE    | 1170 W 3 <sup>rd</sup> Street, 2 <sup>nd</sup> Floor |
| Cedar Rapids, Iowa 52402  | San Bernardino, CA 92410-1715                        |
| Attn: Mary Pavela         | Attn: Nicole Soto, Project Manager                   |
|                           | cc: Procurement Manager                              |
| Phone: (905) 629-5456     | Phone: (909) 884-8276                                |

### 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 shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have ten (10) calendar days after receipt of the decision in which to file a written appeal with SBCTA's Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT within 30 days of filing of the appeal, 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 the Contract with due diligence, subject to CONSULTANT's reasonable discretion.

#### **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 by SBCTA at any and all places where such performance may be carried on. All Work performed by CONSULTANT shall be subject to review and acceptance by SBCTA upon completion of all Work, pursuant to Section 4 of Attachment 1-"Software Acceptance"

#### **ARTICLE 36. CONFIDENTIALITY**

Any SBCTA communications or materials to which CONSULTANT or its subconsultants or agents have access 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 Exhibit A and/or at the completion of the Contract. A copy of the evaluation will be given to CONSULTANT for their information. The evaluation information shall be retained as part of the Contract file and may be used to evaluate CONSULTANT if they submit a proposal on a future RFP issued by SBCTA.

#### **ARTICLE 38. SAFETY**

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

#### **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**

Neither Party shall assign this Contract in whole or in part, voluntarily, by operation of law, or otherwise, without first obtaining the written consent of the other Party, for which such consent shall not be unreasonably withheld or delayed. Notwithstanding the aforementioned requirement for consent, in the event of an assignment or novation of this Contract to a CONSULTANT affiliate pursuant to a corporate reorganization, CONSULTANT shall not require SBCTA's consent but shall provide written notification of said assignment or novation. 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. DEBARMENT AND SUSPENSION CERTIFICATION**

- 41 1 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 (non-procurement)," as supplemented by 2 CFR Part 1200, 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 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 SBCTA.
- 41.2 Exception 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.
- 41 3 Exceptions to the System for Award Management Exclusions (SAM Exclusions) maintained by the General Services Administration are to be determined by the Federal Transportation Administration.

## **ARTICLE 42. PREVAILING WAGE RATES**

*Intentionally Omitted*

## **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 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 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 for the Work to be performed under this Contract.

## **ARTICLE 45. WARRANTY**

*Intentionally Omitted*

## **ARTICLE 46. CIVIL RIGHTS**

- 46 1 Nondiscrimination. During the term of this Contract, CONSULTANT shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information,



gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military and veteran status. CONSULTANT agrees to comply with the provisions of Title VI of the Civil Rights Act, as amended, 42 U.S.C. sec 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. sec 6102, section 202 of the Americans With Disabilities Act of 1990, 42 U.S.C. sec 12132, and Federal transit law at 49 U.S.C. sec 5332, Government Code sec 12900 and Title 2 California Code of Regulations (CCR) sec 11102, and other applicable Federal, State and local laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. In addition, CONSULTANT agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

**46.2 Equal Employment Opportunity** The following equal employment opportunity requirements apply to the underlying Contract.

**46.2.1 Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. sec 2000e et seq, and Federal transit laws at 49 U.S.C. sec 5332, CONSULTANT agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect work done for the Project. CONSULTANT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. In addition, CONSULTANT agrees to comply with any implementing requirement FTA may issue.

**46.2.2 Age.** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. sec 623, and Federal transit law at 49 U.S.C. sec 5332, CONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, CONSULTANT agrees to comply with any implementing requirements FTA may issue.

**46.2.3 Disabilities.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. sec 12112, CONSULTANT agrees that it will comply with the requirement of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, CONSULTANT agrees to comply with any implementing requirements FTA may issue.

**46.3** CONSULTANT shall include the requirements of this Article in each of its subcontracts.

**ARTICLE 47 NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code sec 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 48. CONFLICT OF INTEREST**

- 48 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 project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Contract, or any ensuing SBCTA project, which will follow
- 48.2 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 the Work under this Contract.
- 48 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
- 48 4 *Intentionally Omitted.*
- 48.5 *Intentionally Omitted.*
- 48 6 *Intentionally Omitted.*

#### **ARTICLE 49. 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 50. PROHIBITION OF EXPENDING SBCTA, STATE OR FEDERAL FUNDS FOR LOBBYING**

50 1 CONSULTANT certifies, to the best of his or her knowledge and belief, that:

- 50 1 1 No state, federal or local agency appropriated funds have been paid, or will be paid, by or on behalf of CONSULTANT, to any person for influencing or attempting to influence an officer or employee of an agency, Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract, the making of any state or federal grant, the making of any state or federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, or loan, or cooperative agreement.
- 50 1 2 If any funds other than federal appropriated funds have been paid, or will be paid to any person for making lobbying contacts to, influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 50.2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. sec 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



503 CONSULTANT shall require that the language of this Article be included in all lower-tier subcontracts which exceed \$100,000, and that all such subconsultants shall certify and disclose accordingly

## **ARTICLE 51. INCORPORATION OF FTA TERMS**

All contractual provisions required by Department of Transportation (DOT) as set forth in Federal Transit Administration (FTA) Circular 4220 1F, as amended, whether or not expressly set forth in this Contract, are hereby incorporated by reference into this Contract. All FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. CONSULTANT shall make commercially reasonable efforts to not perform any act, fail to perform any act, or refuse to comply with any SBCTA requests, which would cause the designated recipient, subrecipient or SBCTA to be in violation of the FTA terms and conditions. If SBCTA determines that a Contract amendment expressly setting forth FTA required terms is convenient or necessary for SBCTA's receipt or use of FTA funding for this Contract or the Project, CONSULTANT agrees to promptly execute such an amendment to this Contract. CONSULTANT's failure to execute such amendment within ten business days after SBCTA provides CONSULTANT with such amendment shall be a material breach of this Contract.

Anything to the contrary herein notwithstanding, CONSULTANT will be subject to FTA requirements as they apply only to CONSULTANT's performance under this Contract; and any Software licensed under this Contract is commercial "off the shelf" software, and such FTA requirements shall

- (i) be in effect only to the extent that such clauses are applicable to the subject matter hereunder;
- (ii) not transfer ownership of any intellectual property
- (iii) not include any liquidated damages under this Contract;

Further, should FTA requirements cause the scope, schedule, or deliverable to change, then the Parties agree CONSULTANT shall be allowed an equitable adjustment. Finally, CONSULTANT makes no representation that CONSULTANT's Software or its subconsultants' software and related documentation contain features and functionality that is SBCTA-compliant or meets any specific requirements pursuant to any FTA requirements.

## **ARTICLE 52. FEDERAL CHANGES**

Subject to the provisions of Article 51 above, CONSULTANT shall at all times comply with all applicable FTA regulations, policies, procedures and directives, as they may be amended or promulgated from time to time during the term of this Contract. CONSULTANT's failure to comply shall constitute a material breach of this contract.

## **ARTICLE 53. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

SBCTA and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to SBCTA, CONSULTANT, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from the underlying Contract. CONSULTANT agrees to include these requirements in all of its subcontracts.

## **ARTICLE 54. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

- 54 1 CONSULTANT acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U S C §§3801 *et seq* , and U S DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Accordingly, by signing this Contract CONSULTANT certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, CONSULTANT acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose penalties of the Program Fraud Civil Remedies Act of 1986 on CONSULTANT to the extent the Federal Government deems appropriate
- 54.2 CONSULTANT also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under this Contract connected with a project that is financed in whole or part with Federal assistance originally awarded by FTA under the authority of 49 U S C §5307 *et seq* , the Government reserves the right to impose the penalties of 18 U S C. §1001 on CONSULTANT, to the extent the Federal Government deems appropriate
- 54 3 CONSULTANT shall include the requirements of this Article in all of its subcontracts.

## **ARTICLE 55. RECYCLED PRODUCTS**

CONSULTANT shall comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended, (42 U S C sec 6962), including but not limited to the regulatory provisions of 40 CFR Part 247 as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247 CONSULTANT agrees to include this requirement in all of its subcontracts

## **ARTICLE 56. ENERGY CONSERVATION REQUIREMENTS**

CONSULTANT shall comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

## **ARTICLE 57 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* CONSULTANT shall report each violation to SBCTA, who will in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office CONSULTANT agrees to include this requirement in all of its subcontracts which exceed \$100,000

## **ARTICLE 58. CLEAN WATER REQUIREMENTS**

CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U S C sec 1251 *et seq* CONSULTANT shall report each violation to SBCTA and understands and agrees that SBCTA will, in turn, report each violation as required to assure notification to FTA and appropriate EPA Regional Office CONSULTANT agrees to include this requirement in all of its subcontracts which exceed \$100,000

## **ARTICLE 59 FLY AMERICA REQUIREMENTS**

CONSULTANT agrees to comply with 49 U S C sec 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U S Flag air carriers for the U S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. CONSULTANT shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U S flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. CONSULTANT agrees to include the requirements of this Article in all subcontracts that may involve international air transportation.

## **ARTICLE 60. SEISMIC SAFETY REQUIREMENTS**

*Intentionally Omitted*

## **ARTICLE 61. DISADVANTAGED BUSINESS ENTERPRISE**

SBCTA, as the sub-recipient of federal funds, is required to comply with any requirements established by the main recipient (Omnitrans) to involve Disadvantaged Business Enterprises (DBEs) to the maximum extent commercially feasible to CONSULTANT in all phases of its procurement practices. The CONSULTANT must certify that it has complied with the requirements of 49 CFR Part 26. The CONSULTANT shall have on file with the FTA an approved or non-disapproved annual DBE subcontracting participation goal program.

The CONSULTANT agrees to ensure that DBEs as defined in 49 CFR Part 26 have the opportunity to participate in the performance of Subcontracts financed in whole or in part with Federal funds provided under the Contract. In this regard, the CONSULTANT shall take all reasonable steps in accordance with 49 CFR Part 26 so that DBEs have the opportunity to compete for and perform the Work. The CONSULTANT shall not discriminate on the basis of race, color, religion, sex, age or national origin, in the award and performance of DOT-assisted contracts.

The CONSULTANT shall supply sufficient information in its payment applications and supporting documentation to enable SBCTA and the FTA to assess whether CONSULTANT is complying with its DBE goals. The CONSULTANT shall comply with its FTA approved or non-disapproved DBE goal program.

## **ARTICLE 62. ENTIRE DOCUMENT**

- 62.1 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 or subsequent terms and conditions contained or referred to in any correspondence or elsewhere or implied by trade, custom, practice or course of dealing and any purported provisions to the contrary are hereby extinguished or excluded, except as provided in Articles 11, 12 and 14 of this Contract. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been expressly incorporated into this Contract.
- 62.2 No agent, official, employee or representative of either Party has any authority to bind the other party to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and the Parties hereby stipulate that they have not relied, and will not rely, on same.
- 62.3 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 63. CONTRACT**

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.

**ARTICLE 64. 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*-----

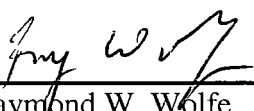
IN WITNESS WHEREOF, the Parties hereto have executed this Contract below

**TRAPEZE SOFTWARE GROUP, INC.**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**


By:   
Title DIRECTOR OF FINANCE

Date 8/29/19

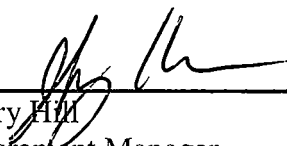
By:   
Raymond W. Wolfe  
Executive Director

Date 9/5/19

**APPROVED AS TO FORM**

By:  9/3/19  
Julianna K. Tillquist  
General Counsel

**CONCURRENCE**

By:   
Jeffery Hill  
Procurement Manager

Attachment: 24-1003066 Agreement Regional Software MOU (10101 : Regional Rideshare and Vanpool Software Contracts)

## Attachment 1 – Software License and Maintenance Agreement

### ***SOFTWARE LICENSE AND MAINTENANCE AGREEMENT***

- 1     **Definitions**     In this Agreement the capitalized words set out below will have the following meanings
- “Agreement”                     this Software License and Maintenance Agreement effectively and the attached exhibits, all of which form an integral part of this Agreement;
- “Confidential Information”     all information obtained by the parties from each other under this Agreement, but does not include any information which at the time of disclosure is generally known by the public,
- “Documentation”                the user documentation and training materials pertaining to the Software as supplied by TripSpark;
- “Hosting Services”             the specifications for the hosting services to be provided by TripSpark, attached hereto as Exhibit D;
- “Software”                     the certain software as identified in Exhibit A of this Agreement;
- “Scope of Work”               the specifications for the Software and Services to be provided by TripSpark and the Licensee, attached hereto as Exhibit C or Work Order;
- “Third Party Sisense Terms”     third party license terms applicable to Licensee’s use of third party SiSense Business Intelligence software, attached hereto as Exhibit
- “Trade Secrets”                the Software, Documentation, and other related information (including all modifications of the Software developed for Licensee) disclosed to Licensee under this Agreement, including trade secrets and other confidential and proprietary information of TripSpark;
- “Upgrades”                     generic enhancements to the Software that TripSpark generally makes available as part of its long term software support program.
- “Work Order”                    any work order document that identifies TripSpark Software related services pricing, including but not limited to Software implementation services, which shall be subject to this Agreement.
2.     **Software License**     In consideration of payments to be made by Licensee to TripSpark as set out below TripSpark agrees as follows:
- (a)     TripSpark hereby grants to Licensee a personal, non-transferable, non-exclusive license to use a production copy of the object code version of the Software in the form supplied by TripSpark and on hardware approved by TripSpark as of the License Date referred to in Exhibit A, restricted to the places of business of the Licensee, for the Licensee’s own operations, in accordance with the operational characteristics described in Exhibit A.
- (b)     TripSpark hereby grants to Licensee the right to sublicense the TripSpark Software identified under Exhibit A of this Agreement to Sublicensee. Sublicensee’s rights of use shall be governed by the terms and conditions of the Agreement. Any breach of the terms and conditions of the Agreement by Sublicensee shall be deemed a breach of the Agreement by Licensee, and Licensee shall be liable to Trapeze for any such breach.



- (c) TripSpark hereby grants to Licensee a personal, non-transferable, non-exclusive license to use the Documentation, but only as required to exercise the license granted herein.
- (d) Licensee may make one back-up copy of the Software. Licensee may use the production copy of the Software solely to process Licensee's own data, and the software may not be used on a service bureau or similar basis to process data of others.
- (e) The license to use the TripSpark Transit Database is granted to Licensee solely for the development of internal reports by Licensee and for the integrated operation of TripSpark software components. Unless expressly included herein, all other access rights to the TripSpark Transit Database are excluded from this Agreement, and the Licensee shall not develop or use, or authorize the development or use of, any other interfaces to or from the TripSpark Transit Database.
- (f) Other than the rights of use expressly conferred upon Licensee by this paragraph, Licensee shall have no further rights to use the Software or the Documentation, and shall not copy, reproduce, modify, adapt, reverse engineer, disassemble or translate them, without the express written authority of TripSpark.
- (g) Customer acknowledges and agrees that the Software may record and transmit to TripSpark statistical and other information about Customer's use of the Software ("Usage Data"), provided the Usage Data is collected in a form that does not contain any Customer Confidential Information.

3 Software Services In accordance with the terms of Exhibit B, Exhibit C, Exhibit D or Work Order TripSpark will perform services related to Licensee's use of the Software (the "Services") Such services may include installation, modification, testing, training and additional services.

4 Software Acceptance Upon completing the delivery, installation, and testing of the individual TripSpark Software in TripSpark's hosting environment, TripSpark will notify Licensee in writing. Licensee will then have thirty (30) calendar days in which to conduct acceptance tests in order to ensure that the Software operates in all material respects as specified in the Documentation. At the end of this period, Licensee will be deemed to accept the Software unless TripSpark receives prior written notice outlining the nature of the perceived defects in the Software. Notwithstanding the above, Licensee will be deemed to accept the Software when the Licensee puts the Software into operational and functional use. The Software will be deemed to be in operational and functional use when the Licensee first uses the Software to support its then current operations in any capacity. Upon the deemed acceptance of the Software in accordance with this paragraph, Licensee will provide TripSpark with a written acknowledgement to confirm such acceptance.

5 Software Warranty TripSpark warrants the individual Software components to operate in all material respects as specified in the Documentation for a period of ninety (90) days from the date upon which the individual Trapeze Software components are installed in the hosting environment. For any breach of this warranty, Licensee's sole and exclusive remedy and Trapeze's entire obligation hereunder shall be to either repair or replace the defective Software. This warranty does not apply to any Software damaged as a result of any accident, negligence, use in any application for which it was not designed or intended, or modification without the prior written consent of Trapeze.

TripSpark warrants that it holds title to all Software licensed and delivered pursuant to this Agreement. TripSpark further warrants that it has full power and authority to grant to the Licensee the rights set forth in this Agreement. No warranty is provided by TripSpark with respect to any third party hardware or licensed products. Separate warranties may be available from the developer, distributor, provider or publisher of the third party licensed products or hardware.

**The foregoing warranty is in lieu of all other warranties or conditions express or implied, including but not limited to any implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose and any other warranties arising by statute or otherwise in law or from the course of dealing or usage of trade. TripSpark does not represent or warrant that this Software will meet all of Licensee's particular requirements, or that the operation of the Software will operate 100% error-free or uninterrupted, or that all program errors in the Software can be found in order to be corrected.**

6 Software Maintenance During any warranty period and for any annual support period for which maintenance fees have been paid in full by Licensee

- (a) TripSpark will maintain the Software so that it operates in conformity in all material respects with the descriptions and specifications for the Software set forth in the Documentation, and
- (b) in the event that Licensee detects any errors or defects in the Software, TripSpark will provide reasonable support services through a telephone software support line from Monday to Friday, 8 am to 5 pm PST (except North American holidays) and access to an twenty four hours emergency phone line. Upon registration by Licensee, TripSpark will also provide Licensee with access to its software support website, and
- (c) TripSpark will post notices of available Upgrades of the Software on its website and copies of the release notes for download. TripSpark will provide Licensee with Upgrades of the Software, upon written email notification from Licensee's Project Manager or alternatively, Licensee's Chief of Air Quality and Mobility Programs, at no additional license fee charge.

**7 Payment** Upon execution of this Agreement or pursuant to an amendment to this Agreement, TripSpark will invoice Licensee, for the Software license fees, Service fees, maintenance fees, Hosting Services fees, and expenses, as set out in Exhibit B, attached hereto TripSpark will invoice Licensee for the Software license fees and services fees as set out in and according to Exhibit B TripSpark will invoice Licensee monthly for the Services provided, in accordance with Exhibit B The total amounts due for all service fees and modifications fees are firm fixed amounts and will be invoiced on that basis.

Commencing upon completion of the warranty period for each Software application, if applicable, Licensee shall pay annual maintenance fees to TripSpark as provided in Exhibit B (the "Maintenance Fee"), attached hereto This fee shall be subject to change as set out in Exhibit B

Licensee shall pay invoices within forty-five (45) days of receipt. In the event of an invoice dispute, Licensee shall have ten (10) business days from date of receipt of invoice to advise TripSpark of the reasons for disputing the invoice in question. If TripSpark has not received such notification within such time frame, the invoice in question shall be deemed accepted by Licensee. Overdue undisputed payments will bear interest at the annual rate of ten percent (10%) on the amount outstanding from the date when payment is due until the date payment in full is received by TripSpark. Licensee will also be responsible for payment of all applicable taxes and other levies, including sales and use taxes, and this obligation will survive termination of this Agreement. If Licensee has a tax exemption certificate, a copy of the certificate must be provided to TripSpark upon signing of this Agreement to avoid payment of the applicable tax to TripSpark.

**8 Trade Secrets and Confidential Information** Licensee acknowledges that any Trade Secrets or Confidential Information disclosed to Licensee pursuant to this Agreement are owned by TripSpark and include trade secrets and other confidential and proprietary information of TripSpark. Licensee shall maintain in confidence and not disclose the same, directly or indirectly, to any third party without TripSpark's prior written consent. Licensee further acknowledges that a breach of this Section would cause irreparable harm to TripSpark for which money damages would be inadequate and would entitle TripSpark to injunctive relief and to such other remedies as may be provided by law

**9 Media and Publication** Licensee shall not communicate with representatives of the general or technical press, radio, television or other communications media regarding the work under this Agreement without prior written consent of TripSpark, which such consent shall not be unreasonably withheld. Neither Licensee nor any of its personnel shall publish or reproduce or arrange press releases regarding TripSpark without the prior written consent of TripSpark upon such terms as may be agreeable to TripSpark. TripSpark may publish the results of the work done under this Agreement with Licensee's prior written consent, which consent shall not be unreasonably withheld.

**10. Force Majeure** Neither party to this Agreement shall be liable to the other party hereto for loss or damage arising out of any delay or failure by such party in performing its obligations hereunder, except the making of payments due hereunder, if such delay or failure was the unavoidable consequence of a natural disaster, exercise of governmental power, strike or other labor disturbance, war, revolution, embargo, insurrection, operation of military forces, or other event or condition beyond the control of such party, provided that such party notifies the other party of its inability to perform and the reasons therefor with reasonable promptness, and performs its obligations hereunder as soon as circumstances permit.

**11 Remote Access** Licensee shall provide TripSpark with the right to establish a remote connection to Licensee's computer(s) on which the Software is installed, so as to enable TripSpark to monitor the operation of the Software.

**12. Intellectual Property Indemnification** In the event of an intellectual property infringement claim by a third party, TripSpark will defend Licensee in respect of any such claims based on the claim that the Software infringes the intellectual property rights of that third party TripSpark will pay any award rendered against Licensee by a court of competent jurisdiction in such action,

provided that Licensee gives TripSpark prompt notice of the claim and TripSpark is permitted to have full and exclusive control of any defense. If all or any part of the Software becomes, or in TripSpark's opinion is likely to become, the subject of such a claim, TripSpark may either modify the Software to make it non-infringing or terminate this Agreement as it relates to the infringing portion of the Software. This is TripSpark's entire liability concerning intellectual property infringement. TripSpark will not be liable for any infringement or claim based upon any modification of the Software developed by Licensee or any other third party, or use of the Software in combination with software or other technology not supplied or approved in advance by TripSpark, or use of the Software contrary to this Agreement or the Documentation.

### 13 Limitation of Liability

(a) The Parties do not rely on and will have no remedy arising from any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether Party to this Agreement or not) other than as expressly set out in this Agreement. Licensee's only remedy for breach of warranty is for breach of contract under the terms of this Agreement. This clause does not, however, preclude a claim for fraud.

(b) TripSpark does not guarantee the privacy, security, authenticity or non-corruption of any information transmitted through the Internet or any information stored in any system connected to the Internet. TripSpark shall not be responsible for any Claims arising out of or in any way related to Licensee's connection to or use of the Internet.

(c) TripSpark will not be liable to Licensee or any third party for any Claims arising out of or in any way related to (a) Licensee's use of map or geographical data, owned by Licensee or any third party in conjunction with the Software or otherwise, or (b) Licensee's use of the Software insofar as it may be sued to store, transmit, display, disclose or otherwise use data or information which is considered private, confidential, proprietary or otherwise exempt from public disclosure under applicable law

(d) TripSpark's liability for any Claims arising either jointly or solely from or in connection with this Agreement or the use of the Software (whether or not in the manner permitted by this Agreement), other than Claims for bodily injury, death or damage to tangible property, or for Claims arising from the gross negligence, fraudulent misrepresentation, or other willful misconduct, is limited to the amount of the Software license fees paid for the Software product that is the subject of the Claim.

(e) Neither Party will be liable to the other for any incidental, consequential or special damages, nor for loss of profits, anticipated savings, business opportunity, goodwill or loss of information.

### 14 Termination The license granted by this Agreement is effective until terminated.

(a) Either party may terminate this Agreement if the other party is in material breach of any term or condition of this Agreement, and fails to cure such default within thirty (30) days after receipt of written notice of such default. Without limitation, the following are deemed material breaches under this Agreement: (i) Licensee fails to pay any amount when due hereunder; (ii) Licensee becomes insolvent or any proceedings will be commenced by or against Licensee under any bankruptcy, insolvency or similar laws.

(b) If Licensee develops software that is competitive with the Software, or Licensee is acquired by or acquires an interest in a competitor of TripSpark, TripSpark shall have the right to terminate this Agreement immediately. However, TripSpark understands that Licensee partners with other public agencies for other mobility programs that do not impact this agreement. In the event Licensee terminates this Agreement for any reason, Licensee shall pay TripSpark for all license fees and service fees then due, and all costs incurred up to and including the date of termination.

(c) If this Agreement is terminated, Licensee will immediately return to TripSpark all copies of the Software, the Documentation and other materials provided to Licensee pursuant to this Agreement and will certify in writing to TripSpark that all copies or partial copies of the Software, the Documentation and such other materials have been returned to TripSpark or destroyed.

### 15 Assignment This Agreement, or any of the rights or obligations of TripSpark created herein, may be assigned by TripSpark, but this Agreement is for the sole benefit of Licensee and may not be assigned by Licensee without the express written consent of TripSpark.

### 16 Applicable Law This Agreement shall be governed by and construed in accordance with the laws of the State of California.

### 17 Survival The parties hereto agree that any provisions of this Agreement requiring performance or fulfillment by either

party after the termination of this Agreement shall survive such termination.

18 Severability If any provision of this Agreement is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is illegal, unenforceable or void and does not relate to the payments to be made to TripSpark. If the remainder of this Agreement, as the case may be, shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law

19 Notices All notices hereunder shall be in writing and shall be duly given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective addresses of the parties appearing on page one of this Agreement. Any notice given shall be deemed to have been received on the date on which it is delivered if delivered personally, or, if mailed, on the fifth business day next following the mailing thereof. Either party may change its address for notices by giving notice of such change as required in this section.

20 Audits TripSpark may perform audit(s) on the use of the Software and Documentation. Licensee agrees to make the necessary operational records, databases, equipment, employees and facilities available to TripSpark for the audit(s) The purpose of the audit will be to verify compliance with the terms and conditions of this Agreement.

## EXHIBIT A “License”

| Item | License Product                                   | *Configuration<br>(license metrics)      | License Date                   |
|------|---|--|--------------------------------|
| 1    | TripSpark RidePro Admin                           | Up to 75,000 Active Registered Commuters | EFFECTIVE DATE OF THE CONTRACT |
| 2.   | TripSpark RidePro WEB Site                        | Up to 75,000 Active Registered Commuters | EFFECTIVE DATE OF THE CONTRACT |
| 3    | TripSpark RidePro Pool Management (NTD Reporting) | Up to 75,000 Active Registered Commuters | EFFECTIVE DATE OF THE CONTRACT |
| 4    | TripSpark Maintenance Monitoring                  | Up to 75,000 Active Registered Commuters | EFFECTIVE DATE OF THE CONTRACT |
| 5    | TripSpark RidePro AVR                             | Up to 80,000 Active Registered Commuters | EFFECTIVE DATE OF THE CONTRACT |
| 6    | TripSpark RidePro Trip                            | Up to 80,000 Active Registered Commuters | EFFECTIVE DATE OF THE CONTRACT |
| 7    | TripSpark RidePro Incentives                      | Up to 80,000 Active Registered Commuters | EFFECTIVE DATE OF THE CONTRACT |
| 8    | Transit Database                                  | Included                                 |                                |

**Notes•**

- 1 \*License is provided for software utilization by SBCTA and Sublicensee, to provide vanpool services to persons living and/or working in the SBCTA and Riverside service areas.
2. Third party licenses, if required, to operate the software, are not included.
- 3 Third party data, hardware and operating system software are not included within the license granted under this agreement and are not included in the license fees.



## EXHIBIT B “COST PROPOSAL FORM”

### 1. License and Implementation

| Item                              | Description             | Project Administration | RidePro Admin (license expansion) | RidePro Web (license expansion, add general ride matching) | RidePro Pool Management (license expansion) | RidePro Maintenance Monitoring (license expansion) | RidePro AVR (new module) | RidePro Trip (new module) | RidePro Sisense (1 additional developer) | RidePro Incentives (new module) | Additional Email Services | Total               |
|-----------------------------------|-------------------------|------------------------|-----------------------------------|--|---|--|--------------------------|---------------------------|--|---------------------------------|---------------------------|---------------------|
| 1                                 | License / Hardware Fees | n/a                    | \$62,225.10                       | \$79,059.23  | \$29,524.95                                 | \$12,673.50  | \$50,935.50              | \$58,705.50               | n/a                                      | \$58,705.50                     |                           | \$351,829.28        |
| 2                                 | Discount                | n/a                    | -\$62,225.10                      | -\$79,059.23   | -\$29,524.95                                | -\$12,673.50                                       | -\$50,935.50             | -\$58,705.50              | n/a                                      | -\$58,705.50                    |                           | -\$351,829.28       |
| 2                                 | Custom Features         | n/a                    | n/a                               | n/a  | n/a   | n/a  | n/a                      | n/a                       | n/a                                      | n/a                             |                           | \$0.00              |
| 3                                 | Implementation Service  | \$22,000.00            | \$6,875.00                        | \$37,187.50  | \$7,500.00                                  | \$0.00   | \$5,625.00               | \$937.50                  | \$2,500.00                               | \$13,125.00                     |                           | \$95,750.00         |
| 4                                 | Expense                 | \$1,700.00             | n/a                               | \$4,500.00   | n/a   | n/a  | n/a                      | n/a                       | n/a                                      | n/a                             |                           | \$6,200.00          |
| <b>Subtotal</b>                   |                         | <b>\$23,700.00</b>     | <b>\$6,875.00</b>                 | <b>\$41,687.50</b>   | <b>\$7,500.00</b>                           | <b>\$0.00</b>                                      | <b>\$5,625.00</b>        | <b>\$937.50</b>           | <b>\$2,500.00</b>                        | <b>\$13,125.00</b>              |                           | <b>\$101,950.00</b> |
| <b>Implementation Contingency</b> |                         |                        |                                   |  |   |  |                          |                           |  |                                 |                           | <b>\$30,000.00</b>  |
| <b>Total</b>                      |                         |                        |                                   |  |   |  |                          |                           |  |                                 |                           | <b>\$131,950.00</b> |

### 2.0 Long-Term Support

| Item | Description                        | Project Administration | RidePro Admin | RidePro Web | RidePro Pool Management | RidePro Maintenance Monitoring | RidePro AVR | RidePro Trip | RidePro Sisense | RidePro Incentives | Additional Email Services | Total        |
|------|------------------------------------|------------------------|---------------|-------------|-------------------------|--------------------------------|-------------|--------------|-----------------|--------------------|---------------------------|--------------|
| 1    | Maintenance, with Hosting (Year 1) | n/a                    | \$23,472.00   | \$22,664.18 | \$10,364.54             | \$4,688.19                     | \$14,082.01 | \$11,819.00  | \$14,500.00     | \$12,520.08        | \$200.00                  | \$114,310.01 |
| 2    | Maintenance with Hosting (Year 2)  | n/a                    | \$24,645.60   | \$23,797.39 | \$10,882.77             | \$4,922.60                     | \$14,786.11 | \$12,409.95  | \$15,225.00     | \$13,146.09        | \$210.00                  | \$120,025.51 |
| 3    | Maintenance with Hosting (Year 3)  | n/a                    | \$25,877.88   | \$24,987.26 | \$11,426.91             | \$5,168.73                     | \$15,525.42 | \$13,030.45  | \$15,986.25     | \$13,803.39        | \$220.50                  | \$126,026.79 |

## GENERAL ASSUMPTIONS

### IMPLEMENTATION CONTINGENCY FEES.

- \$30,000.00 Implementation contingency can only be used to pay for project work upon express written authorization by SBCTA pursuant to a mutually agreed upon work order

### ASSUMPTIONS:

- Taxes, if applicable, are not included.
- RidePro Sisense is a third party licensed service.
- RidePro Software to be configured to recognize service areas of vanpool services of SBCTA, Sublicensee and other neighboring vanpool subsidy programs. Prequalification and subsidy application processes will recognize geographic boundaries of other programs, and refer applicants to the other programs when geographically qualifying for them.
- Generic Software modules provided in base price. No additional software customizations are known to be required at this time. Software customizations can incur additional fees, which would be funded via implementation contingency upon SBCTA authorization.
- Existing web site branding of www.RideTheLoop.com will be retained, with existing functionality
- Two additional web sites as https://www.recommuter.org and https://www.vanclub.net will be configured, with color palette, images, logos and text provided by client, to be applied to the standard RidePro public web site appearance.
- Project Introduction/Operational review would be conducted via webinar
- Software license would be limited to use by the public within client's service region.
- Software and Database installation will be on TripSpark provided servers.
- 4 days of administrative training provided onsite, 1 day provided by webinar
- Services do include configuration of mobile apps for iPhone or Android, for each of www.ridetheloop.com, vanclub.net, recommuter.org.
- Implementation Contingency can only be used to pay for project work upon express written authorization by SBCTA.
- Long term support fees will cover both SBCTA and Sublicensee.
- Services presume that Sublicensee will utilize same operating procedures as SBCTA. TripSpark will provide standard Services. Should Services beyond those enumerated in Exhibit C “Statement of Work” be requested by Licensee, Services will be billed at the current daily 2019 rate of \$1.250 US per day. All future yearly rates are subject to TripSpark's the prevailing pricing.



EXHIBIT B “COST PROPOSAL FORM”**PAYMENT SCHEDULE:**

- 50% of License and Implementation Fee due upon Contract Signing
- 25% of License and Implementation Fee due upon Test Software Installation
- 25% of License and Implementation Fee due upon Production Software Acceptance
- 100% of License Maintenance and Hosting Fee (year 1) due upon Production Software Installation
- 100% of License Maintenance and Hosting Fee (subsequent years) due on anniversary of Production Software installation

## EXHIBIT C “SCOPE OF WORK”

### Statement of Work: RidePro Module Addition and License Expansion

The following information defines the implementation services to be provided by TripSpark to add one or more additional RidePro modules to an existing implementation and to expand the licensing for existing modules and add a Sublicensee. It also describes the effort that will be required from the Licensee staff and resources.

Unless otherwise indicated, TripSpark will provide ‘standard’ implementation services (project management, operational review, testing, installation, training, etc.) as defined by TripSpark. Any special requirements will be considered a change request and processed through our standard change request system.

The following additional RidePro Software modules will be provided.

### Expanded Modules

**RidePro Web (license expansion and additional modules)** – RidePro Web consists of a mobile application, installed via the device’s app store, and a fully-responsive, customer-facing website that operates on all devices (phones, tablets, laptops, and other devices) equipped with a modern web browser. Users may register, track their trips, manage their accounts, participate in incentives and surveys, and look for ridesharing matches. The mobile app comes with standard push notifications.

Whether used as a mobile app or a responsive website, RidePro Web has a consistent appearance and functionality, simplifying the user experience.

SBCTA will move to the full version of RidePro Web with a license expansion to handle up to 75,000 active registered commuters. Two additional implementations of a public website/RidePro Web will be added, one for iecommute.org and another for vanclub.net.

**RidePro Administration (license expansion)** – The RidePro administrative website provides administrators, TMA staff users, and employer transportation coordinators complete management of data in the system. Permissions and roles are customizable.

Branding for both the administrative and commuter website modules are also customizable, including by area and organization.

In this instance, the RidePro Administration license will be expanded to handle up to 75,000 commuters.

**RidePro Business Intelligence (expansion)** – Interactive dashboarding and reporting of your RidePro data includes mapping integrations and the ability to time and share reports and dashboards. Standard design assistance and webinar training are provided as services. Business Intelligence makes opportunities and pitfalls in your TDM program easily visible by providing multiple ways and options for presenting complicated program data in easy to digest formats. RidePro Business Intelligence is powered by Sisense.

One additional developer license will be added.

**RidePro Pool Management** – A suite of enhanced vanpool management tools includes NTD reporting features and allows for Google Maps integrated route and roster management for better data collection. Standard software configuration is provided as an associated service.

This license will be expanded to handle up to 75,000 commuters.

**RidePro Maintenance Monitoring** – Those managing fleets can use this module to monitor recurring scheduled vehicle maintenance tasks, with notification to vanpool group leaders as maintenance tasks are coming due. Standard software configuration and training are provided as associated services.

This license will be expanded to handle up to 75,000 commuters.

### Additional Modules- General.

**RidePro Trip** – RidePro Trip provides website-based event and one-time trip matching increasing rideshare options for an organization or community. Users are able to submit events for pooling and to offer and request rides directly. Features include the ability to communicate ride pricing, rate drivers and click to dial or email potential rides.

**RidePro Incentives** – Advanced incentive management and reward distribution tools provide comprehensive communications and program management for TDM incentive programs. Extensive standard software configuration is provided as an associated service for administration of incentive programs.

### OVERVIEW

This implementation involves the following high level tasks.

- Project Introduction / Operational Review
- Configuration & Programming
- Review – Test Environment
- Approval – Test Environment
- Installation – Production Environment
- Review - Production Environment
- Final Acceptance

The remainder of this SOW provides details concerning the tasks and effort required to support the services described above. In addition, it is assumed this Software will take advantage of existing infrastructure, data sources and Software unless otherwise stated.

## **Time Frame**

This implementation can be completed within approximately six (6) months from execution of software license and maintenance agreement.

## **TripSpark Implementation Services**

The implementation services below will be provided by TripSpark. All implementation services, materials and training will be provided in English, unless otherwise stated.

### **PROJECT INTRODUCTION / OPERATIONAL REVIEW**

This task will consist of a webinar to review the RidePro feature set as it would apply to Licensee business practices, establish a project schedule, identify inputs necessary from Licensee (such as web site branding and data to be imported), review installation access requirements, and review required Licensee personnel resources to support the implementation.

Licensee's staff will be required to participate in the Operational Review. In advance of the conference calls, Licensee's staff may be required to collect information at the request of the TripSpark project manager.

The TripSpark Project Manager will deliver a memorandum by email documenting the elements of the operational review.

The Licensee project manager will return comments on this document, if any, within five days of delivery by TripSpark.

In the event that only one or the other of the services/implementations within this SOW are selected, irrelevant/unnecessary tasks will be omitted. The steps below are all tasks for both implementations. A task list and a schedule will be finalized during the Project Introduction/Operational Review step.

### **CONFIGURATION AND PROGRAMMING**

TripSpark will configure two implementations of the RidePro responsive website for Licensee using Licensee provided branding and text content. Two instances of the RidePro web site will be configured, one for iecommute.org and another for vanclub.net with artwork and style elements provided by licensee, to be applied to the standard responsive RidePro public web site appearance.

### **DATA IMPORT AND MERGE**

During this task TripSpark will develop a process to merge LICENSEE and SUBLICENSEE databases and import additional data to support new modules, features, and regions. TripSpark will accept a copy of SUBLICENSEE data to be imported. The results of this process will be reviewed in a test database by TripSpark and Licensee staff. Necessary corrections will be made to the process.

### **REVIEW – TEST ENVIRONMENT**

Licensee staff may review and test the software for up to ten days as installed on TripSpark test servers.

### **APPROVAL – TEST ENVIRONMENT**

Upon conclusion of Licensee staff review, the Licensee project manager will notify the TripSpark project manager that RidePro is ready for production deployment.

### **INSTALLATION– PRODUCTION ENVIRONMENT**

The production installation task will consist of installing the updated RidePro modules into production. This task would be done by TripSpark, for TripSpark hosted implementations, or TripSpark and Licensee staff working together for Licensee installed implementations. TripSpark will perform a final LICENSEE – SUBLICENSEE data merge/import at this step.

### **REVIEW / TESTING – PRODUCTION ENVIRONMENT**

Upon completion of the installation, the customization will receive immediate review by TripSpark and Licensee to be certain it is working as expected. Any deficiency discovered will be corrected.

### **ACCEPTANCE TESTING**

The final phase of the implementation will be acceptance testing. This involves Licensee utilizing the Software in the production environment to ensure the Software responds accurately to users input and the features and functions of the Software work as specified.

We estimate the duration of user acceptance for this implementation to be approximately one (1) week.

### **DATA MERGE – REGIONAL DATABASE**

Once SBCTA and Sublicensee databases are merged in production, a subsequent task will be scheduled to merge the resulting RidePro database with the RidePro database utilized by Los Angeles County MTA, Orange County TA, and Ventura County TC. This merge will be first accomplished in a test environment and inspected by representatives of all five rideshare organizations. Once approved, the merger will be repeated in production. A period of scheduled downtime is anticipated while the data merge is processed. Once complete, all existing RidePro web sites will be continue to function while referencing a single merged database.

### **DELIVERABLES**

TripSpark will provide 1 functional implementation of RidePro, connected to the RidePro database containing client data, along with relevant documentation. A test implementation of RidePro will also be provided, connected to a test RidePro database.

### **Licensee's Resource Requirements**

TripSpark expects Licensee staff that can presently connect to the TripSpark hosted implementation of RidePro will continue to be able to do so without additional effort being dedicated by Licensee staff. TripSpark recommends recently updated browsers and operating systems fully supported by their vendors be used for accessing the RidePro suite and recently updated operating systems (iOS and Android) for mobile phones. Licensee IT staff is responsible for the maintenance of Licensee network and systems.

### **THE TABLE BELOW IDENTIFIES THE RESOURCE REQUIREMENTS FOR THE LICENSEE.**

| <b>IV</b> | <b><u>Resource</u></b> | <b>V</b> | <b><u>Description</u></b>   | <b>VI.</b> | <b><u>Time</u><br/><u>Dedicatio</u><br/><u>n</u></b>   | <b>VII</b> | <b><u>Tasks</u></b>   |
|-----------|------------------------|----------|---|------------|--|------------|---|
|           | Project Manager        |          | The project manager coordinates all efforts between Licensee and TripSpark.   |            | 10% of time for duration of project.   |            | <p>Coordinate the scheduling of all of the Licensee's resources.</p> <p>Coordination of conference calls and meetings, as required.</p> <p>Prepare training facilities.</p> <p>Coordinate design assistance sessions.</p> <p>Coordinate completion of user acceptance testing.</p> <p>Payment of TripSpark invoices in a timely fashion (30 days from milestone completion)</p> |
|           | Subject Matter Expert  |          | Someone with intimate knowledge of the operator processes and procedures      |            | 25% of time for duration of project.   |            | <p>Participation in the completion of the Operational Review</p> <p>Participation in design assistance sessions.</p> <p>Assist PM with completion of user acceptance testing and data development.</p> <p>Assistance with access to app store and developer accounts for Android and iOS</p>  |
|           | Network Administrator  |          | IT staff person with administrative level login Licensee systems and networks |            | <p>100% of their time during network configuration</p> <p>30% of time during production installation</p> <p>10% of time during testing of the implementation</p> |            | <p>Assist in configuring networking, production installation, and testing access to TripSpark hosting and WebEx. Provide network, desktop support to Licensee staff as needed.</p>  |
|           | Testers                |          | Responsible for user acceptance testing                                       |            | 50% of their time during the testing   |            | Execute user acceptance testing.  |

| IV. <u>Resource</u> | V <u>Description</u> | VI. <u>Time Dedication</u>   | VII <u>Tasks</u>                           |
|---------------------|----------------------|--|--|
|                     |                      | phase of the project.  |  |
| End Users           |                      | 50% of their time during the training and transition phase of the project. | Participate in design assistance sessions. |

## EXHIBIT D “HOSTING SERVICES”

### Hosting Services

#### 1. OVERVIEW

This Exhibit D describes the hosting services for the Software licensed under Exhibit A of this Agreement (“Hosting Services”) to be provided by TripSpark, the respective responsibilities of the parties, the service level objectives (“SLOs”), and the problem management process.

#### 2. HOSTING SERVICES

The general scope of services addressed by this Agreement includes the operation, maintenance, and support of the.

- Database software for the Software hosted under this Agreement
- Database security
- Data Center server operation

The scope of services specifically excludes operation and maintenance of the following:

- Licensee hardware, including Licensee’s servers, printers, network hardware (including routers and switches) and other Licensee site computing equipment;
- Licensee application software
- Licensee Local Area Networks (“LAN”)
- Licensee network infrastructure for connecting to the Internet and to the TripSpark Data Center

All Hosting Services will be provided by TripSpark to and for the Licensee’s benefit in a manner that will meet the objectives outlined in the Service Level Objectives below

##### **Support Software**

Support Software includes the operating system, utilities, database software, and all necessary licenses required to operate the Software as provided by TripSpark as part of the Hosting Services.

##### **Hardware**

Licensee shall provide the telecommunications equipment, communication lines, and associated internet services for connection from Licensee’s site to the Data Center

##### **Database Instances**

TripSpark will maintain a single production database instance up to 50GB. This production database will provide the daily, real-time transaction data to the Software users.

##### **Internet Bandwidth**

TripSpark will provide up to 1Mbps pursuant this Agreement. Additional bandwidth is charged at the then current rate

##### **Backups**

Full database backups and incremental database backups are taken on a regular basis. Backup data is retained for 14 days.

##### **Hours of System Operations**

The Software will be accessible and available to the Licensee and capable of any and all normal operating functions 24 hours a day, seven days a week except for periods of scheduled maintenance and previously approved outages. TripSpark will not be held responsible for inaccessibility arising from communications problems occurring anywhere beyond the TripSpark side of the router resident at the Data Center, nor will these hours of unavailability be counted as unavailable.

##### **Data Center Maintenance**

TripSpark will complete routine maintenance on the Software systems quarterly. TripSpark will provide at least seven (7) business days’ notice to these planned outages. Routine maintenance services are normally performed outside of the business hours of 8:00 AM to 5:00 PM Pacific Time, Monday through Friday



If TripSpark is required to perform additional maintenance outside of the scheduled maintenance window, it will notify the Licensee via email of its request. The Licensee and TripSpark will mutually agree on the downtime (with the exception of maintenance required for emergency security updates), which will then be considered a period of scheduled maintenance.

### **Travel Expense**

In addition to the fees set forth above, if TripSpark is required by Licensee to attend and perform Services on-site, Licensee shall reimburse TripSpark for air fare, meals, ground transportation, and other reasonable travel and living expenses incurred by TripSpark in support of this Agreement during provision of support services at the Licensee site.

## **3. SERVICE LEVEL OBJECTIVES**

These Service Level Objectives are intended to provide an understanding of the level of service to be delivered by the TripSpark for the Hosting Services specified in this Exhibit D. The service levels set forth below apply to the Hosting Services provided by TripSpark under this Agreement.

### **AVAILABILITY**

TripSpark will use commercially reasonable efforts to provide Hosting Services with an average of 95% Availability (as such term is hereinafter defined) for each quarter during the Term. For purposes of the Agreement, "Availability" during any quarter refers to an Authorized User's ability to log into the Software during such quarter, and will be calculated in accordance with the following formula.

$$x = (y - z) / y * 100$$

Where,

- "x" is the Availability of the Software during the quarter
- "y" is the total number of hours in such quarter minus the number of hours during such quarter that the Licensee is unable to log into the Software because of (a) regularly scheduled maintenance windows for the Software and for times in which Licensee has been notified in writing (including e-mail) by TripSpark in advance thereof; (b) a Force Majeure Event; (c) non-performance of hardware, software, ISP connections, and other equipment that is not provided by TripSpark or certified by TripSpark for use in conjunction with the Hosting Services (except as such non-performance is directly or indirectly caused by TripSpark)
- "z" is the number of hours in such month during which the Licensee is unable to log into the Software (other than for reasons set forth in the definition of "y" above), provided that TripSpark has been notified or is otherwise aware (or reasonably should be aware) of Licensee's inability to utilize the Software.

## **4. LICENSEE RESPONSIBILITIES**

The Licensee is responsible for

- Assigning a primary and alternate Licensee representative to coordinate all communications and activities related to TripSpark services.
- Providing contact information for a primary and an alternate contact to TripSpark that will be added to the notification lists upon execution of this Agreement.
- Providing user identification data and determining the appropriate security profile for each user. Licensee will control security at the Software level.
- All printing. No print job will print at the Data Center and all physical printing requirements will be handled by the Licensee.
- The purchase and installation of printers at Licensee's sites for the Software being utilized.
- Installation, operation and maintenance of all workstation software and Licensee's LAN, existing data communications configuration, hardware, or software required at the Licensee's site. TripSpark network and network responsibility extends from the TripSpark routers at TripSpark's sites to all connected equipment at TripSpark's sites.

- Testing updates and fixes applied by TripSpark to Software used by Licensee. With the exception of emergency fixes, Licensee will test updates and fixes prior to their introduction to the production environment within a mutually agreed upon time frame
- Testing upgrades. Upgrades will be moved to production by the TripSpark at the end of the Licensee testing period unless specific problems are documented in writing to TripSpark.
- Diligent analysis of suspected problems to determine their specific nature and possible causes before calling the TripSpark for assistance. Notwithstanding this diligence requirement, Licensee is responsible for informing TripSpark of any problems encountered in a timely manner

##### **5. OWNERSHIP OF SOFTWARE AND DATA**

Licensee shall not obtain any ownership rights, title or interest in the Software, hardware or systems developed or employed by TripSpark in providing any Services under the Agreement. TripSpark shall not obtain any ownership rights, title or interest to Licensee's data contained within the Software database. Upon expiration or termination of the Agreement for any reason, TripSpark agrees to, upon a written request by Licensee, either provide Licensee with a copy of or destroy the Licensee's data, as it exists at the date of expiration or termination. If the Licensee desires that TripSpark provide a copy of all of the Licensee's data at any period other than expiration or termination of the Agreement, TripSpark will provide a quote detailing the scope and cost for such services for Licensee's approval

## EXHIBIT E

### “Third Party Sisense Licensed Services Terms”

Licensee agrees the following terms and conditions shall govern Licensee's use of the Third Party Sisense licensed services.

- (i) Licensee is granted a non-exclusive, non-sublicensable, non-transferable limited license to use the SiSense Services embedded software, in machine-readable, object code form only for Licensee's internal use only by the permitted number of authorized users and authorizer servers.
- (ii) No ownership of, or title to the intellectual property in, the SiSense Services embedded software is transferred to Licensee. Third party licensor (“SiSense”) of the SiSense Services embedded software owns and shall retain all rights, including intellectual property rights, in and to the SiSense Services embedded software.
- (iii) Licensee must not reverse compile, reverse engineer, or disassemble any portion of the Software.
- (iv) Licensee must not derive, or attempt to derive, the source code of the SiSense Services embedded software.
- (v) Licensee must not modify or create derivative works of the SiSense Services embedded software.
- (vi) Licensee must not remove, alter or obscure any proprietary notice of identification, including copyright or trademark notices, contained in or on the SiSense Services embedded software
- (vii) Licensee use of the SiSense Services is entirely at Licensee's own risk and that SiSense Services are provided "As Is" and "As Available" SiSense does not make any express or implied warranties, endorsements or representations whatsoever as to the operation of the SiSense Services. This shall include, but not be limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement, and warranties that access to or use of the SiSense Services will be uninterrupted or error-free or that defects in the SiSense Services will be corrected.
- (viii) Licensee understand and agree that the SiSense Services and any of its subsidiaries or affiliates shall in no event be liable for any direct, indirect, incidental, consequential, or exemplary damages. This shall include, but not be limited to damages for loss of profits, business interruption, business reputation or goodwill, loss of programs or information or other intangible loss arising out of the use of or the inability to use the SiSense Services, or information, or any permanent or temporary cessation of such service or access to information, or the deletion or corruption of any content or information, or the failure to store any content or information. The above limitation shall apply whether or not Licensee has been advised of or should have been aware of the possibility of such damages.
- (ix) The SiSense Services embedded software contains open source software components. Such open source components are licensed under the terms of this license and accordingly the restrictions contained in this Exhibit E shall apply to such open source code components as if they were SiSense's and the software respectively. The open source software components provided by SiSense are listed at:  
<http://www.sisense.com/documentation/3rd-party-open-source/>
- (x) For termination under the Agreement of TripSpark Software or SiSense Services for any reason, Licensee shall discontinue use and destroy the SiSense Services embedded software, related documentation and all archival or other copies of the SiSense Services embedded software.
- (xi) SiSense Privacy Policy is referenced herein.  
<http://www.sisense.com/legal-notice>

**ATTACHMENT B - BUDGET**

DRAFT

Attachment: 24-1003066 Agreement Regional Software MOU (10101 : Regional Rideshare and Vanpool Software Contracts)

**Attachment B - Regional Rideshare Software Budget FY25 to FY29**  
**(July 1, 2024 - June 30, 2029)**

| Fiscal Year       | County | RidePro Licenses <sup>1</sup> | RidePro Maintenance <sup>1</sup> | RidePro Incentives Maintenance <sup>2</sup> | RidePro Hosting <sup>1</sup> | RidePro Incentives Hosting <sup>2</sup> | SiSense Reporting Services <sup>1</sup> | Email Services <sup>1</sup> | Vanpool <sup>4</sup> | Technical Programming <sup>1</sup> | Total Costs  |
|-------------------|--------|-------------------------------|----------------------------------|---|------------------------------|---|---|-----------------------------|----------------------|------------------------------------|--------------|
| FY 25             | LACMTA | \$ -                          | \$ 103,318                       | \$ 20,698                                   | \$ 21,579                    | \$ 5,624                                | \$ 19,769                               | \$ 925                      | \$ -                 | \$ 18,550                          | \$ 190,463   |
| FY 25             | OCTA   | \$ -                          | \$ 33,140                        | \$ -  | \$ 6,921                     | \$ -                                    | \$ 6,341                                | \$ 297                      | \$ -                 | \$ 5,950                           | \$ 52,649    |
| FY 25             | RCTC   | \$ -                          | \$ 25,342                        | \$ 5,175                                    | \$ 5,293                     | \$ 1,406                                | \$ 4,849                                | \$ 227                      | \$ 17,920            | \$ 4,550                           | \$ 64,762    |
| FY 25             | SBCTA  | \$ -                          | \$ 23,393                        | \$ 4,566                                    | \$ 4,886                     | \$ 1,240                                | \$ 4,476                                | \$ 209                      | \$ -                 | \$ 4,200                           | \$ 42,970    |
| FY 25             | VCTC   | \$ -                          | \$ 9,747                         | \$ -  | \$ 2,036                     | \$ -                                    | \$ 1,865                                | \$ 87                       | \$ -                 | \$ 1,750                           | \$ 15,485    |
| FY 25 Totals      |        | \$ -                          | \$ 194,940                       | \$ 30,439                                   | \$ 40,715                    | \$ 8,270                                | \$ 37,300                               | \$ 1,745                    | \$ 17,920            | \$ 35,000                          | \$ 366,329   |
| FY 26             | LACMTA | \$ -                          | \$ 108,483                       | \$ 21,736                                   | \$ 22,657                    | \$ 5,906                                | \$ 20,758                               | \$ 973                      | \$ -                 | \$ 18,550                          | \$ 199,063   |
| FY 26             | OCTA   | \$ -                          | \$ 34,797                        | \$ -  | \$ 7,267                     | \$ -                                    | \$ 6,658                                | \$ 312                      | \$ -                 | \$ 5,950                           | \$ 54,984    |
| FY 26             | RCTC   | \$ -                          | \$ 26,609                        | \$ 5,434                                    | \$ 5,558                     | \$ 1,476                                | \$ 5,092                                | \$ 239                      | \$ 18,815            | \$ 4,550                           | \$ 67,773    |
| FY 26             | SBCTA  | \$ -                          | \$ 24,562                        | \$ 4,795                                    | \$ 5,130                     | \$ 1,303                                | \$ 4,700                                | \$ 220                      | \$ -                 | \$ 4,200                           | \$ 44,910    |
| FY 26             | VCTC   | \$ -                          | \$ 10,234                        | \$ -  | \$ 2,138                     | \$ -                                    | \$ 1,958                                | \$ 92                       | \$ -                 | \$ 1,750                           | \$ 16,172    |
| FY 26 Totals      |        | \$ -                          | \$ 204,685                       | \$ 31,965                                   | \$ 42,750                    | \$ 8,685                                | \$ 39,166                               | \$ 1,836                    | \$ 18,815            | \$ 35,000                          | \$ 382,902   |
| FY 27             | LACMTA | \$ -                          | \$ 113,908                       | \$ 22,823                                   | \$ 23,789                    | \$ 6,202                                | \$ 21,796                               | \$ 1,020                    | \$ -                 | \$ 18,550                          | \$ 208,088   |
| FY 27             | OCTA   | \$ -                          | \$ 36,536                        | \$ -  | \$ 7,631                     | \$ -                                    | \$ 6,991                                | \$ 327                      | \$ -                 | \$ 5,950                           | \$ 57,435    |
| FY 27             | RCTC   | \$ -                          | \$ 27,940                        | \$ 5,706                                    | \$ 5,835                     | \$ 1,550                                | \$ 5,346                                | \$ 251                      | \$ 19,755            | \$ 4,550                           | \$ 70,933    |
| FY 27             | SBCTA  | \$ -                          | \$ 25,790                        | \$ 5,035                                    | \$ 5,386                     | \$ 1,368                                | \$ 4,935                                | \$ 231                      | \$ -                 | \$ 4,200                           | \$ 46,945    |
| FY 27             | VCTC   | \$ -                          | \$ 10,746                        | \$ -  | \$ 2,244                     | \$ -                                    | \$ 2,057                                | \$ 96                       | \$ -                 | \$ 1,750                           | \$ 16,893    |
| FY 27 Totals      |        | \$ -                          | \$ 214,920                       | \$ 33,564                                   | \$ 44,885                    | \$ 9,120                                | \$ 41,125                               | \$ 1,925                    | \$ 19,755            | \$ 35,000                          | \$ 400,294   |
| FY 28             | LACMTA | \$ -                          | \$ 119,603                       | \$ 23,966                                   | \$ 24,979                    | \$ 6,511                                | \$ 22,886                               | \$ 1,070                    | \$ -                 | \$ 18,550                          | \$ 217,565   |
| FY 28             | OCTA   | \$ -                          | \$ 38,363                        | \$ -  | \$ 8,012                     | \$ -                                    | \$ 7,341                                | \$ 343                      | \$ -                 | \$ 5,950                           | \$ 60,009    |
| FY 28             | RCTC   | \$ -                          | \$ 29,336                        | \$ 5,992                                    | \$ 6,127                     | \$ 1,628                                | \$ 5,613                                | \$ 263                      | \$ 20,745            | \$ 4,550                           | \$ 74,254    |
| FY 28             | SBCTA  | \$ -                          | \$ 27,080                        | \$ 5,287                                    | \$ 5,656                     | \$ 1,436                                | \$ 5,182                                | \$ 242                      | \$ -                 | \$ 4,200                           | \$ 49,083    |
| FY 28             | VCTC   | \$ -                          | \$ 11,283                        | \$ -  | \$ 2,357                     | \$ -                                    | \$ 2,159                                | \$ 101                      | \$ -                 | \$ 1,750                           | \$ 17,650    |
| FY 28 Totals      |        | \$ -                          | \$ 225,665                       | \$ 35,245                                   | \$ 47,131                    | \$ 9,575                                | \$ 43,181                               | \$ 2,019                    | \$ 20,745            | \$ 35,000                          | \$ 418,561   |
| FY 29             | LACMTA | \$ -                          | \$ 125,584                       | \$ 25,163                                   | \$ 26,229                    | \$ 6,837                                | \$ 24,030                               | \$ 1,164                    | \$ -                 | \$ 18,550                          | \$ 227,557   |
| FY 29             | OCTA   | \$ -                          | \$ 40,282                        | \$ -  | \$ 8,413                     | \$ -                                    | \$ 7,708                                | \$ 357                      | \$ -                 | \$ 5,950                           | \$ 62,710    |
| FY 29             | RCTC   | \$ -                          | \$ 30,804                        | \$ 6,291                                    | \$ 6,434                     | \$ 1,709                                | \$ 5,894                                | \$ 260                      | \$ 21,780            | \$ 4,550                           | \$ 77,722    |
| FY 29             | SBCTA  | \$ -                          | \$ 28,434                        | \$ 5,551                                    | \$ 5,939                     | \$ 1,509                                | \$ 5,441                                | \$ 241                      | \$ -                 | \$ 4,200                           | \$ 51,315    |
| FY 29             | VCTC   | \$ -                          | \$ 11,847                        | \$ -  | \$ 2,474                     | \$ -                                    | \$ 2,267                                | \$ 98                       | \$ -                 | \$ 1,750                           | \$ 18,436    |
| FY 29 Totals      |        | \$ -                          | \$ 236,951                       | \$ 37,005                                   | \$ 49,489                    | \$ 10,055                               | \$ 45,340                               | \$ 2,120                    | \$ 21,780            | \$ 35,000                          | \$ 437,740   |
| 5-year Subtotals: |        | \$ -                          | \$ 1,077,161                     | \$ 168,218                                  | \$ 224,970                   | \$ 45,705                               | \$ 206,112                              | \$ 9,645                    | \$ 99,015            | \$ 175,000                         | \$ 2,005,826 |

\$366,329

\$382,902

\$400,294

\$418,561

\$437,740

\$2,005,826

| County Split: | FY25 Annual Costs | FY25 Estimated Contingency | FY26 Annual Costs | FY26 Estimated Contingency | FY27 Annual Costs | FY27 Estimated Contingency | FY28 Annual Costs | FY28 Estimated Contingency | FY29 Annual Costs | FY29 Estimated Contingency | Total Annual FY25-FY29 | Total Contingency FY22-FY29 | Total Contract Not-to-Exceed |
|---------------|-------------------|----------------------------|-------------------|----------------------------|-------------------|----------------------------|-------------------|----------------------------|-------------------|----------------------------|------------------------|-----------------------------|------------------------------|
| LACMTA        | \$ 190,463.00     | \$ 16,250.00               | \$ 199,063.00     | \$ 16,250.00               | \$ 208,088.00     | \$ 16,250.00               | \$ 217,565.00     | \$ 16,250.00               | \$ 227,557.00     | \$ 16,250.00               | \$ 1,042,736.00        | \$ 81,250.00                | \$ 1,123,986.00              |
| OCTA          | \$ 52,649.00      | \$ 16,250.00               | \$ 54,984.00      | \$ 16,250.00               | \$ 57,435.00      | \$ 16,250.00               | \$ 60,009.00      | \$ 16,250.00               | \$ 62,710.00      | \$ 16,250.00               | \$ 287,787.00          | \$ 81,250.00                | \$ 369,037.00                |
| RCTC          | \$ 64,762.00      | \$ 16,250.00               | \$ 67,773.00      | \$ 16,250.00               | \$ 70,933.00      | \$ 16,250.00               | \$ 74,254.00      | \$ 16,250.00               | \$ 77,722.00      | \$ 16,250.00               | \$ 355,444.00          | \$ 81,250.00                | \$ 436,694.00                |
| SBCTA         | \$ 42,970.00      | \$ 16,250.00               | \$ 44,910.00      | \$ 16,250.00               | \$ 46,945.00      | \$ 16,250.00               | \$ 49,083.00      | \$ 16,250.00               | \$ 51,315.00      | \$ 16,250.00               | \$ 235,223.00          | \$ 81,250.00                | \$ 316,473.00                |
| VCTC          | \$ 15,485.00      | \$ 5,000.00                | \$ 16,172.00      | \$ 5,000.00                | \$ 16,893.00      | \$ 5,000.00                | \$ 17,650.00      | \$ 5,000.00                | \$ 18,436.00      | \$ 5,000.00                | \$ 84,636.00           | \$ 25,000.00                | \$ 109,636.00                |
| Totals:       | \$ 366,329.00     | \$ 70,000.00               | \$ 382,902.00     | \$ 70,000.00               | \$ 400,294.00     | \$ 70,000.00               | \$ 418,561.00     | \$ 70,000.00               | \$ 437,740.00     | \$ 70,000.00               | \$ 2,005,826.00        | \$ 350,000.00               | \$ 2,355,826.00              |
| check:        | \$ 366,329.00     | \$ 436,329.00              | \$ 382,902.00     | \$ 452,902.00              | \$ 400,294.00     | \$ 470,294.00              | \$ 418,561.00     | \$ 488,561.00              | \$ 437,740.00     | \$ 507,740.00              |                        |                             | \$ 2,355,826.00              |

| County Split: | 2020 Census Population | 5-Way Split All Parties <sup>1</sup> | 3-Way Split LACMTA, RCTC and SBCTA <sup>2</sup> | 2-Way Split RCTC and SBCTA <sup>3</sup> | RCTC - 100% <sup>4</sup> |
|---------------|------------------------|--------------------------------------|---|---|--------------------------|
| LACMTA        | 10,014,009             | 53.71%                               | 68.52%  | 0.00%                                   | 0.00%                    |
| OCTA          | 3,186,989              | 17.09%                               | 0.00%   | 0.00%                                   | 0.00%                    |
| RCTC          | 2,418,185              | 12.97%                               | 16.55%  | 50.00%                                  | 100.00%                  |
| SBCTA         | 2,181,654              | 11.70%                               | 14.93%  | 50.00%                                  | 0.00%                    |
| VCTC          | 843,843                | 4.53%                                | 0.00%   | 0.00%                                   | 0.00%                    |
| Totals:       | 18,644,680             | 100.00%                              | 100.00%   | 100.00%                                 | 100.00%                  |

<sup>1</sup> Modules funded by all Parties, refer to the 5-Way Split in the above chart.

<sup>2</sup> Modules funded by LACMTA, RCTC and SBCTA, refer to the 3-Way Split in the above chart.

<sup>3</sup> Regional Consolidated Database is funded by RCTC and SBCTA equally 50%/50%, refer to the 2-Way Split in the above chart.

<sup>4</sup> Vanpool is funded by RCTC 100%.

**CONTINGENCY FUNDS**

Contingency funds are available to the Parties under the Software Agreement for modifications or enhancements to any portion of the Regional Rideshare Software. Additional funds have been added to each Party's not-to-exceed amount as identified in the table above and in Section 3 of the AGREEMENT to allow for contingency release as requested by any Party(s). As outlined in the AGREEMENT Section 10, the requesting Party(s) may work directly with SBCTA's subcontractors to develop a Work Order for the requested modification(s), but the Work Order provided by SBCTA's subcontractors shall be approved and signed by SBCTA to ensure there is sufficient budget for the enhancement(s). The cost share of the Work Order will be determined based on the number of participating Party(s). If there is only one participating Party, the cost will be the sole responsibility of that Party. If multiple Party(s) participate, the cost will be shared as agreed by the participating Party(s). The cost share for each Work Order will be outlined and attached to the Work Order, along with the written approval of all participating Parties, including SBCTA. For budgeting purposes, Contingency has been estimated for each Fiscal Year, although the amounts may be adjusted across the Fiscal Years upon a Party's request as long as the Total Contingency and Contract amounts are not exceeded.

## ***Minute Action***

AGENDA ITEM: 20

***Date:*** December 6, 2023

***Subject:***

Release of Request for Proposals for the Electric Vehicle Charging Station

***Recommendation:***

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

Authorize the Executive Director, or his designee, to release a Request for Proposals to assign the management and ownership of Electric Vehicle Charging Station Program currently managed and owned by SBCTA.

***Background:***

Staff requests authority to release a Request for Proposals (RFP) to solicit proposals from third party vendors to own and operate the electric vehicle charging stations at locations currently owned and operated by San Bernardino County Transportation Authority (SBCTA). Staff began investigating the cost effectiveness of the SBCTA-managed Electric Vehicle (EV) Charging Station Program in light of the Electric Vehicle DC Fast Charging (DCFC) Stations located in the SBCTA east parking lot being out of service and the ultimate impairment of the DCFC assets. Staff investigated multiple options to get the charging stations back online, or replaced, including the procurement of new fixtures and equipment.

Pursuant to SBCTA Resolution No. 22-007, adopted January 5, 2022, SBCTA collects a fee of 25 cents per kWh (kilowatt-hour) dispensed from the Level 2 electric vehicle charging stations, which dispense energy at a peak rate around 6 kW (kilowatt) per hour, with a \$2 per hour parking fee which starts 2 hours after the car has stopped charging. Per Resolution No. 22-007, SBCTA would collect 30 cents per kWh dispensed from the Level 3 DCFC stations, which, when functioning, can dispense energy at a peak rate around 50 kWh per hour, with a \$10 per hour parking fee which starts 1 hour after the car has stopped charging. SBCTA currently manages the current SBCTA chargers:

- SBCTA East Parking Lot:
  - Four (4) Level 2 chargers
  - Two (2) Level 3 DCFC chargers
- San Bernardino Depot Metrolink Station:
  - Three (3) Level 2 chargers
- San Bernardino Transit Center:
  - Five (5) Level 2 chargers

The approved charging rates were established using a partial recovery rate of approximately 39 percent to further support the implementation of zero-emission vehicles. The partial cost recovery was estimated to recover the full cost of electricity in addition to other indirect costs.

Staff recently evaluated the period from November 2017 through to June 2023, and determined that the EV Charging Station Program collected \$19,300 in revenue. Based upon the time of use  
*Entity: San Bernardino County Transportation Authority*



## Board of Directors Agenda Item

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of when the energy was dispensed and the peak 15 minute energy demand from the charging stations, it is estimated that the energy costs alone during the evaluated time period totaled \$22,000, which is less than the partial cost recovery previously estimated. Overhead costs such as staff time, software services, warranty services, maintenance, and replacement parts are estimated to cost an additional \$2,300 per month. The total initial capital cost of \$663,300 is not included in the cost recovery since it was paid in part using South Coast Air Quality Management District Mobile Source Review Committee grant funding. Furthermore, staff reached out to various vendors to determine current cost to replace the DCFC chargers that are out of service at the SBCTA east parking lot and determined the current cost to replace them is \$126,000.

In the course of reaching out to potential vendors, some expressed interest in installing and managing the EV equipment at the various SBCTA-managed locations, which include the SBCTA east parking lot, San Bernardino Depot Metrolink Station, and the San Bernardino Transit Center.

Based on the recent cost recovery evaluation and interest from other third parties, staff is seeking Board approval to release an RFP to solicit proposals from third party vendors to own and operate the electric vehicle charging stations at locations currently owned and operated by SBCTA, so that staff can engage said vendors in negotiations of contract terms that align with SBCTA's goals for providing electric vehicle charging options at the Downtown San Bernardino Transit Center and the San Bernardino Depot. Staff would then return to Transit Committee and the Board for final approval of any contract.

***Financial Impact:***

This item is not consistent with the Fiscal Year 2023/2024 Budget. A budget amendment will be recommended when awarding the contract.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the Transit Committee on November 9, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item.

***Responsible Staff:***

Ryan Aschenbrenner, Right of Way Manager

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Approved  
Board of Directors  
Date: December 6, 2023

Witnessed By:

## ***Minute Action***

### AGENDA ITEM: 21

***Date:*** December 6, 2023

***Subject:***

Amendment(s) to Contract No. 20-1002310 with Stadler US, Inc., for Capital Spare Parts and Training

***Recommendation:***

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

A. Authorize the Executive Director, or his designee, to negotiate and execute one or more amendments, as needed, to Contract No. 20-1002310 with Stadler US, Inc., upon approval as to form by General Counsel, in an amount not-to-exceed \$2,000,000, for capital spare parts for the Zero Emission Multiple Unit (ZEMU) vehicle, development of training manuals and provision of ZEMU operations training.

B. Approve a contingency amount, not-to-exceed \$200,000, for Contract No. 20-1002310 and authorize the Executive Director, or his designee, to release contingency as necessary.

C. Approve an amendment to the Fiscal Year 2023/2024 Budget for Task No. 0315 – Transit Capital to increase Local Transportation Funds (LTF) Rail in the amount of \$2,200,000.

***Background:***

In November 2019, Contract No. 20-1002310 with Stadler US, Inc. (Stadler) for the production of the Zero Emission Multiple Unit (ZEMU) was executed using the Arrow Diesel Multiple Unit (DMU) as the basis for negotiations and development of the technical specifications for the hybrid hydrogen-fuel cell battery ZEMU. Design of the vehicle commenced shortly after the contract's execution and Stadler began manufacturing the vehicle in the summer of 2021 with components similar to the DMUs while further refining the hydrogen propulsion technology. The ZEMU vehicle assembly was completed in mid-2022 and unveiled at InnoTrans, an international trade and visitor fair for transport technology. Dynamic testing in Switzerland began in December 2022 and wrapped in May 2023. Subsequently, the ZEMU was prepared for shipment and the vehicle arrived in the United States on August 14, 2023.

The original contract scope did not include capital spare parts and training, which were deferred to the maintenance agreement contemplated in Contract No. 20-1002310, as the hydrogen train was still to be researched and developed. However, with the current market environment, staff determined it is necessary to add this scope to the purchase contract to ensure long lead items are procured in time, training manuals are developed, and operators are trained prior to the arrival of the ZEMU to San Bernardino. Staff is requesting approval of an amendment to Contract No. 20-1002310 to increase the contract value by no more than \$2,000,000 to account for the purchase of capital spare parts and for training. This increase will be paid for with Local Transportation Funds (LTF) Rail.

The three amendments previously executed by San Bernardino County Transportation Authority (SBCTA) include:

- Amendment No. 1, in an amount not-to-exceed \$117,216.50, was executed to lengthen the power pack and increase fuel storage capacity. SBCTA and Stadler agreed to equally share the \$234,433 estimated cost. This change brought the total not-to-exceed contract amount to \$23,617,216.50.

*Entity: San Bernardino County Transportation Authority*

## Board of Directors Agenda Item

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- Amendment No. 2, with a not-to-exceed amount of \$41,000, was executed to support modifications to the master controller so that the operator can brake in the most energy efficient mode whenever possible, resulting in an overall reduced fuel consumption. This change brought the total not-to-exceed contract amount to \$23,658,216.50.
- Amendment No. 3, in a not-to-exceed amount of \$27,000, to account for the additional side impact load case test, bringing the total not-to-exceed cost to \$23,685,216.50.

Additionally, \$48,942 of the original contingency amount has been released, and in October 2023, the Board approved a contingency increase of \$2,543,227.12 for vehicle qualification testing at the Transportation Technology Center in Pueblo, Colorado.

A draft amendment is included with this item. Upon determination of the total amount, the new total contract amount will be inserted in the amendment and updated. An amendment for spare parts will be initiated immediately upon Board approval; negotiation of the manuals and training may take longer, and if those are not finalized at the same time as the spare parts order, they will be the subject of a separate amendment.

With the scope change, staff is requesting the Board also approve increasing the contingency amount by \$200,000 and authorize the Executive Director, or his designee, to release contingency as necessary and approve an amendment to the Fiscal Year 2023/2024 Budget for Task No. 0315 – Transit Capital to increase LTF Rail in the amount of \$2,200,000.

***Financial Impact:***

This item is not consistent with the Fiscal Year 2023/2024 Budget. Approval of this item will authorize a budget increase of \$2,200,000 in Local Transportation Funds (1040) to Task 0315 - Transit Capital.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the Transit Committee on November 9, 2023. SBCTA General Counsel, Risk Manager and Procurement Manager have reviewed this item and the draft amendment.

***Responsible Staff:***

Joy Buenaflor, Deputy Director of Transit & Rail Programs

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Approved  
Board of Directors  
Date: December 6, 2023

Witnessed By:

## Contract Summary Sheet

## General Contract Information

Contract No: 20-1002310 Amendment No.: 4 Capital Spare Parts and TrainingContract Class: Payable Department: TransitVendor No.: 03334 Vendor Name: Stadler US, Inc.Description: Procurement of Zero-Emission Multiple Unit Rail Vehicle

List Any Related Contract Nos.: \_\_\_\_\_

## Dollar Amount

|  |           |                      |                                |           |                      |
|--|-----------|----------------------|--------------------------------|-----------|----------------------|
| Original Contract  | \$        | 23,500,000.00        | Original Contingency           | \$        | 500,000.00           |
| Prior Amendments   | \$        | 185,216.50           | Prior Amendments               | \$        | 2,543,227.12         |
| Prior Contingency Released                                     | \$        | 48,942.00            | Prior Contingency Released (-) | \$        | (48,942.00)          |
| Current Amendment  | \$        | 2,000,000.00         | Current Amendment              | \$        | 200,000.00           |
| <b>Total/Revised Contract Value</b>                            | <b>\$</b> | <b>25,734,158.50</b> | <b>Total Contingency Value</b> | <b>\$</b> | <b>3,194,285.12</b>  |
| <b>Total Dollar Authority (Contract Value and Contingency)</b> |           |                      |                                | <b>\$</b> | <b>28,928,443.62</b> |

## Contract Authorization

Board of Directors Date: 12/06/2023 Board Item # 10106

## Contract Management (Internal Purposes Only)

Capital Project Contracts Sole Source? Yes Board Approved Budget Adjustment

State/Local Construction N/A

## Accounts Payable

Estimated Start Date: 12/04/2019 Expiration Date: 06/01/2024 Revised Expiration Date: \_\_\_\_\_NHS: N/A QMP/QAP: N/A Prevailing Wage: No

|    |      |    |      |      |       |          | Total Contract Funding: |               | Total Contingency: |              |
|----|------|----|------|------|-------|----------|-------------------------|---------------|--------------------|--------------|
|    |      |    |      |      |       |          | \$                      | 25,734,158.50 | \$                 | 3,194,285.12 |
| GL | 2565 | 30 | 0315 | 0336 | 56550 | 42206504 |                         | 23,734,158.50 |                    | 1,287,841.50 |
| GL | 1050 | 30 | 0315 | 0336 | 56550 | 42218001 |                         | -             |                    | 1,706,443.62 |
| GL | 1040 | 30 | 0315 | 0371 | 56550 | 41200000 |                         | 2,000,000.00  |                    | 200,000.00   |
| GL |      |    |      |      |       |          |                         | -             |                    | -            |
| GL |      |    |      |      |       |          |                         | -             |                    | -            |
| GL |      |    |      |      |       |          |                         | -             |                    | -            |
| GL |      |    |      |      |       |          |                         | -             |                    | -            |
| GL |      |    |      |      |       |          |                         | -             |                    | -            |
| GL |      |    |      |      |       |          |                         | -             |                    | -            |
| GL |      |    |      |      |       |          |                         | -             |                    | -            |

Joy M. Buenaflor

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes:

Attachment: 20-1002310 CSS (10106 : Amendment No. 4 to Contract No. 20-1002310 with Stadler)

**AMENDMENT NO. 4 TO CONTRACT NO. 20-1002310**  
**BY AND BETWEEN**  
**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**  
**AND**  
**STADLER US, INC.**  
**FOR**  
**PROCUREMENT OF ZERO**  
**EMISSION MULTIPLE UNIT (ZEMU) RAIL VEHICLES**

This Amendment No. 4 to Contract No. 20-1002310 (“Amendment No. 4”) is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”), whose address is 1170 W. 3rd Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715, and Stadler US, Inc. (“Contractor”), whose address is 5880 West 150 South, Salt Lake City, UT 84104. SBCTA and Contractor are each a “Party” and collectively the “Parties”.

**RECITALS**

- A. On November 13, 2019, SBCTA and Contractor entered into an agreement to develop a ZEMU rail vehicle that will operate on the Redlands Passenger Rail corridor.
- B. On September 10, 2020, SBCTA and Contractor entered into an Amendment No. 1 to extend the length of the power pack and split the cost, for a total increase to the Contract’s not-to-exceed amount of \$117,216.50.
- C. On June 18, 2020, SBCTA and Contractor entered into an Amendment No. 2 to introduce a master controller modification, for a total increase to the Contract’s not-to-exceed amount of \$41,000.00.
- D. On April 06, 2022, SBCTA and Contractor entered into an Amendment No. 3 to perform additional side impact load test, for a total increase to the Contract’s not-to-exceed amount of \$27,000.00.
- E. The Parties desire to further amend the contract to include capital spare parts for the Zero Emission Multiple Unit (ZEMU) vehicle, the development of training manuals, and provision of ZEMU operations training.

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

1. The first sentence of SP 4.6 Manuals and Test Equipment – “(Spare parts and special tools shall be decided upon as part of the Maintenance Contract.)” shall be removed in its entirety.
2. SBCTA hereby exercises its option under SP 6.5 Options for Spare Parts, Tools, Materials, and Optional Vehicle Equipment, for delivery by Contractor of spare parts as identified in Exhibit B, attached hereto, and for Contractor’s provision of training manuals and training to Metrolink, the ZEMU operator.
3. Exhibit B – Pricing Schedule Table shall be amended to insert 6.5 Spare Parts, Training and Training Materials, for a total of \$XXXX, bringing the total contract amount to XXXX.

4. The Recitals above are true and correct and are incorporated herein.
5. Except as amended by this Amendment No. 4, all provisions of Contract No. 20-1002310, as previously amended, shall remain in full force and effect and are incorporated herein.
6. This Amendment No. 4 is effective the date it is executed by SBCTA.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment No. 4 below.

**STADLER US, INC.**

By: \_\_\_\_\_  
Martin Ritter  
Chief Executive Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lucy K. Andre  
Secretary

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Lucy K. Andre  
General Counsel

**SAN BERNARDINO COUNTY  
TRANSPORTATION  
AUTHORITY**

By: \_\_\_\_\_  
Raymond W. Wolfe  
Executive Director

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Julianna K. Tillquist  
General Counsel

**CONCURRENCE**

By: \_\_\_\_\_  
Shaneka Morris  
Procurement Manager

Attachment: 20-1002310-04 (10106 : Amendment No. 4 to Contract No. 20-1002310 with Stadler)



## ***Minute Action***

### AGENDA ITEM: 22

***Date:*** December 6, 2023

***Subject:***

Preliminary Budget Request for Fiscal Year 2023/2024 Continuation of Arrow Operations

***Recommendation:***

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

Approve a third continuing appropriations funding allocation to the Southern California Regional Rail Authority for Fiscal Year 2023/2024 in the amount of \$4,682,034 for Arrow Service Operations, to be funded with Congestion Mitigation and Air Quality funds.

***Background:***

On June 7, 2023, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved the Southern California Regional Rail Authority (SCRRA) Preliminary Budget Request for the first quarter of Fiscal Year (FY) 2023/2024 for Arrow service operations, in the amount of \$6,239,915. This one-quarter allocation was provided in lieu of an allocation for the full fiscal year to allow for additional time for SBCTA and SCRRA staff to review actual operating expenditures for FY 2022/2023 and estimated costs moving forward. Subsequently, on October 4, 2023, the Board approved a second continuing appropriations in the amount of \$4,078,051 to avoid delays in the operation of Arrow service while discussions between SBCTA and SCRRA staff were still ongoing and costs for the remainder of FY 2023/2024 continued to be finalized.

On August 15, 2023, SCRRA provided SBCTA with a cost estimate for the full FY 2023/2024 based on unaudited actual expenditures in FY 2022/2023. This was followed by a question and answer period where SBCTA staff was given the opportunity to ask clarifying questions and request more information from SCRRA. On August 23, 2023, SCRRA provided SBCTA staff with operating expenditure details by category and line item for further evaluation. After a second period of questions and answers, SCRRA provided SBCTA with a revised operating cost estimate for the remainder of FY 2023/2024. However, at this time, staff is still awaiting the completion of the SCRRA financial audit to confirm actual expenditures for FY 2022/2023 before proceeding with the use of those costs as a baseline for FY 2023/2024 and moving forward. The estimated monthly operating cost using prior FY expenditures is approximately \$1.25 million, which is approximately \$15 million per year. Furthermore, the current expenditures, June to September 30, are trending lower at \$3.22 million for the first quarter, or \$1.1 million per month. However, the previously requested FY 2023/2024 budget is \$17.9 million, or approximately \$1.49 million per month, which is higher than current FY expenditures per month and higher than the monthly operating cost estimate derived using FY 22/23 unaudited actual expenditures. The financial audit is estimated to be completed and available by December 2023, which should help with establishing a good forecast using prior year expenditures. Until such time, both SBCTA and SCRRA are continuing to work through the FY 2023/2024 budget details by line item and gathering support documentation for current and future costs for Arrow service.

At this time, staff is recommending that the Board approve a third continuing appropriations to SCRRA in the amount of \$4,682,034, to be paid for with Congestion Mitigation and Air Quality  
*Entity: San Bernardino County Transportation Authority*

## Board of Directors Agenda Item

December 6, 2023

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funds to operate the Arrow service, which is consistent with the 2021 10-Year Delivery Plan, bringing the total allocation to \$15 million. Staff will bring an item to the Board at a future date to allocate funds for the remainder of FY 2023/2024 and establish a baseline of costs to operate Arrow service moving forward.

***Financial Impact:***

This item is consistent with the Fiscal Year 2023/2024 Budget.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the Transit Committee on November 9, 2023.

***Responsible Staff:***

Rebekah Soto, Multimodal Mobility Programs Administrator

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Approved  
Board of Directors  
Date: December 6, 2023

Witnessed By:

## ***Minute Action***

AGENDA ITEM: 23

***Date:*** December 6, 2023

***Subject:***

Senate Bill 125 Transit Funding

***Recommendation:***

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

~~A. Approve the apportionment of anticipated Senate Bill (SB) 125 Transit Funding to the Valley and the Mountain/Desert area operators as shown in Table 1.~~

B. Approve the allocation of \$2,591,912 in SB 125 funds, which is one percent of the total funding available and to be taken off the top before the apportionment in Recommendation A, for SBCTA administration of the funds and required reporting.

C. Approve the allocation of SB 125 Transit and Intercity Rail Capital Program (TIRCP) – Valley Share funds to the following projects with known funding shortfalls:

- i. Metrolink Active Transportation Program Phase II Project – SBCTA: \$3,170,910
- ii. Diesel Multiple Unit to Zero Emission Multiple Unit Vehicle Conversion – SBCTA: \$4,453,000
- iii. Metrolink Double Track Lilac to Sycamore – SBCTA: \$16,510,000

~~D. Provide direction to staff on priorities for allocation of the remaining \$56.2 million TIRCP – Valley Share funds.~~

E. Authorize the Executive Director, or his designee, to submit the Initial Allocation Package to the California State Transportation Agency on behalf of SBCTA by the December 31, 2023 deadline.

***Background:***

The Transit and Intercity Rail Capital Program (TIRCP) was created by Senate Bill (SB) 862 (Chapter 36, Statutes of 2014) and modified by SB 9 (Chapter 710, Statutes of 2015), to provide grants from the Greenhouse Gas Reduction Fund (GGRF) to fund transformative capital improvements that will modernize California’s intercity, commuter, and urban rail systems and bus and ferry transit systems, to significantly reduce emissions of greenhouse gases, vehicle miles traveled, and congestion. Assembly Bill (AB) 398 (Chapter 135, Statutes of 2017) extended the Cap-and-Trade Program that supports the TIRCP from 2020 through 2030. SB 1 (Chapter 5, Statutes of 2017) continues to provide a historic funding increase for transportation with funds directed to the TIRCP from the Public Transportation Account (PTA).

AB 102 (Chapter 38, Statutes of 2023) and SB 125 (Chapter 54, Statutes of 2023) amended the Budget Act of 2023 to appropriate \$4 million of General Fund to the TIRCP over the next two fiscal years as well as \$910 million of GGRF funding and \$190 million of PTA funding over the next four fiscal years to establish the Zero-Emission Transit Capital Program (ZETCP). These funds are formula funds that are to be administered by San Bernardino County Transportation Authority (SBCTA). The TIRCP portion is distributed to SBCTA based on a population formula and the ZETCP is distributed to SBCTA based on the State Transportation Assistance (STA) formula, which is 50% based on population and 50% based on transit operator revenues. The total amount to be received by SBCTA through Fiscal Year (FY) 2026/2027 is

*Entity: San Bernardino County Transportation Authority*

estimated at \$259,191,238. The guidelines for the management of these funds were approved on September 29, 2023.

As outlined in SB 125, it is the intent of the Legislature to:

1. provide one-time multiyear bridge funding for transit operators to address operational costs until long-term transit sustainability solutions are identified
2. assist transit operators in preventing service cuts and increasing ridership
3. prioritize the availability of transit for riders who are transit dependent
4. prioritize transit agencies representing a significant percentage of the region's ridership

The TIRCP portion is appropriated over two fiscal years. The bill authorizes the funds to be used for high-priority transit capital projects consistent with the uses allowed in Cycle 6 of the TIRCP, which includes existing projects seeking to maintain or obtain federal or local funding commitments, project development for major projects that are seeking to enter or have already entered project development with federal partners, or for new TIRCP projects. As in Cycle 6, all capital projects must both increase ridership and reduce greenhouse gas emissions, in common with traditional TIRCP project requirements. The funding may also be used to fund transit operating expenses that prevent service cuts and increase ridership, subject to compliance with requirements.

The ZETCP portion is appropriated over four fiscal years. The bill authorizes the funds to be used for zero-emission transit equipment, including, but not limited to, zero-emission vehicles and refueling infrastructure and, subject to compliance with requirements, to use those moneys to fund transit operating expenditures that prevent service reduction or elimination in order to maintain or increase ridership.

These funds are transferred to SBCTA after the California State Transportation Agency (CalSTA) approves an Allocation Package submitted by SBCTA. The Initial Allocation Package is due to CalSTA by December 31, 2023, and updated Allocation Packages can be submitted on a rolling basis to incorporate changes to projects and costs. The funds must be transferred to SBCTA within four years of appropriation in the State Budget, and there is no expenditure deadline. Because the funds are received by SBCTA prior to expenditure, and can only be received by SBCTA, it may be necessary to develop funding agreements with any transit operators that are allocated funds from these programs.

There is an allowance for up to 1% to be used for administrative purposes such as preparation of annual reports, processing agreements and invoices, preparing Allocation Packages, and developing the required financial plans. However, it is necessary for any funds planned to be used for administration be identified by December 31, 2023, as only PTA funds are eligible for this purpose and they are only available in the FY 2023/2024 ZETCP apportionment. Staff recommends the maximum eligible amount totaling \$2,591,912 be reserved for this purpose before the funds are apportioned; if the administration funds are not fully used, they can be reallocated for projects in the future.

As far as how to distribute these funds to projects within San Bernardino County, staff recommends apportioning the funds to the Valley and to the Mountain/Desert operators in the same manner as they are received by SBCTA. Table 1 is the resulting recommended

apportionment with the TIRCP funds being apportioned based on population and ZETCP funds being apportioned in the same manner as the STA funds with 50% based on population and 50% based on transit operator revenue, consistent with the FY 2023/2024 STA operator apportionments. Staff recommends that the SBCTA Board of Directors (Board) only apportion the first year of TIRCP at this time and defer the apportionment of the second year until more information is known about the specific transit needs throughout the region, particularly given the rare opportunity of the amount of funding available and the limited eligibility of the funding program. The second year of TIRCP funding is estimated at \$111 million.

**Table 1 – TIRCP (First Year) / ZETCP (Four Years) Formula Apportionments**

|  |                   |                   |   | TIRCP                      | ZETCP                      | TOTAL                      |
|--|-------------------|-------------------|---|----------------------------|----------------------------|----------------------------|
| <b>Estimated Fiscal Year 2023/2024 - 2026/2027 Apportionment</b> |                   |                   |   | <b>\$ 110,856,746</b>      | <b>\$ 37,198,604</b>       | <b>\$ 148,055,350</b>      |
| <b>Less SBCTA Administration</b>                                 |                   |                   |   |                            | <b>\$ 2,591,912</b>        | <b>\$ 2,591,912</b>        |
| <b>Total Estimated Funds Available</b>                           |                   |                   |   | <b>\$ 110,856,746</b>      | <b>\$ 34,606,692</b>       | <b>\$ 145,463,438</b>      |
| <b>Apportionment Area</b>  | <b>Population</b> | <b>Percentage</b> | <b>Revenue Basis Percentage (PUC Section 99314)</b> | <b>TIRCP Apportionment</b> | <b>ZETCP Apportionment</b> | <b>Total Apportionment</b> |
| Valley   | 1,584,480         | 72.43%            | 90.81%  | \$ 80,291,222              | \$ 28,245,456              | \$ 108,536,678             |
| Mountain/Desert  | 603,185           | 27.57%            | 9.19%   | \$ 30,565,524              | \$ 6,361,236               | \$ 36,926,760              |
| <i>MBTA</i>  | 71,822            | 11.91%            | 1.53%   | \$ 3,639,476               | \$ 757,440                 | \$ 4,396,916               |
| <i>Mountain Transit</i>  | 50,897            | 8.44%             | 0.84%   | \$ 2,579,132               | \$ 536,764                 | \$ 3,115,895               |
| <i>VVTA</i>  | 475,590           | 78.85%            | 6.74%   | \$ 24,099,833              | \$ 5,015,609               | \$ 29,115,442              |
| <i>City of Needles</i>   | 4,876             | 0.81%             | 0.09%   | \$ 247,084                 | \$ 51,423                  | \$ 298,507                 |
| <b>TOTAL</b>   | <b>2,187,665</b>  | <b>100.00%</b>    | <b>100.00%</b>                                      | <b>\$ 110,856,746</b>      | <b>\$ 34,606,692</b>       | <b>\$ 145,463,438</b>      |

The Initial Allocation Package must include the following:

1. An explanation of what funding and service actions are being taken within the region that use resources other than SB 125 funding.
2. A description and justification of SBCTA's strategy to use SB 125 funding to construct capital projects and fund operating expenses that lead to improved outcomes in our region.
3. A detailed breakdown and justification for how the funding is proposed to be distributed between transit operators and among projects, consistent with the legislative intent described in SB 125, which was to:
  - address operational costs until long-term transit sustainability solutions are identified
  - assist transit operators in preventing service cuts and increasing ridership
  - prioritize the availability of transit for riders who are transit dependent
  - prioritize transit agencies representing a significant percentage of the region's ridership
4. Detailed project descriptions and maps of the projects included in the Allocation Package including quantification of greenhouse gas emission, job co-benefit modeling, expected ridership benefits, and benefits to disadvantaged communities.

5. Regionally representative transit operator data including:

- Existing fleet and asset management plans by transit operators
- Revenue collection methods and annual costs involved in collecting revenue for each transit operator and regional transportation planning agency involved, by payment instrument
- A statement of existing service plan and planned service changes through the end of 2023-24, and schedule data in General Transit Feed Specification (GTFS) format
- Expenditures on security and safety measures
- Opportunities for service restructuring, eliminating service redundancies, and improving coordination amongst transit operators, including, but not limited to, consolidation of agencies or reevaluation of network management and governance structure

Unrelated to the Allocation Package submissions, agencies are required to submit and receive approval of a one-time, long-term financial plan by June 30, 2026, that addresses the approach to sustain the region's transit operations absent additional discretionary or nonformula state funding to maintain eligibility for future TIRCP funding in FY 2026/2027 and beyond. Each long-term financial plan shall include, but is not limited to:

- Demonstration of the implementation of ridership retention and recovery strategies, including, but not limited to, policies that prioritize safety and cleanliness and streamlined coordination between transit operators, such as schedule coordination, reduced boarding times, operational management, and site sharing, to improve rider experience.
- A five-year forecast of operating funding requirements with detail on all sources of funding proposed for operations, including any new local and regional funding sources being pursued and the progress and improvements implemented since the last submitted regional short-term financial plan.

Because the information required in the Initial Allocation Package is significant, and because the operators are not prepared to provide this information for their projects on such a short timeframe, staff recommends that the Initial Allocation Package be limited to known funding shortfalls for SBCTA to allow time for SBCTA and the operators to review their Short Range Transit Plans and plan for the best use of these funds. As plans are finalized, they would be brought to the SBCTA Transit Committee and Board for approval before being submitted to CalSTA as all Allocation Packages must be submitted by SBCTA.

The specific allocation recommendations at this time are as follows:

**Recommendation B**

Allocate the maximum amount allowed for administration of the SB 125 funds, which is \$2,591,912. FY 2023/2024 is a one-time opportunity for the allocation of these funds to support the management and reporting requirements of this program. Staff recommends the allocation of the maximum amount as the funds can be reallocated to other projects in the future if they are not needed for this purpose.

**Recommendation C**

Staff recommends the allocation of TIRCP funds to the following active projects with known funding shortfalls:

San Bernardino County Transportation Authority



- Metrolink Active Transportation Program (ATP) Phase II Project: SBCTA has recently received bids for this ATP project and could have a funding gap of as much as \$3,170,910 to be able to award the project. The project is funded by ATP funds that are awarded by the California Transportation Commission (CTC) and local funds, and these funds are not able to absorb cost increases. Staff recommends allocation of TIRCP funds to cover the funding gap as this is the only source of funds that SBCTA has allocation authority over for this purpose. In the interim, staff has recommended a backstop allocation of carryover Federal Surface Transportation Block Grant (STP) funds through policy exception in the case this project is deemed ineligible for TIRCP funds, although staff believes that to be improbable.

- DMU to ZEMU Vehicle Conversion: SBCTA has seen recent increases in the project cost of this TIRCP project of \$4.453 million as a result of higher bids than estimated for the maintenance facility retrofit and proposed grant funds not materializing. Staff recommends funding this net project cost increase with TIRCP funds as this project is currently funded with TIRCP funds.

- Metrolink Double Track Lilac to Rancho: SBCTA is proposing construction funding for this project in the 2024 State Transportation Improvement Program in FY 2025/2026 in the amount of \$56.348 million based on the anticipated programming capacity for SBCTA in that fiscal year. This leaves a funding shortfall for construction of \$16.51 million based on current cost estimates. Staff recommends funding this shortfall with TIRCP funds as this would be an eligible TIRCP project cost.

#### **Recommendation D**

In the Valley area, SBCTA plans for transit operational costs through 2040 based on a combination of escalated status quo and short range transit plan projections. SBCTA and Omnitrans have developed a constrained short range transit plan for operations and capital improvements. Planning for Metrolink costs is more complicated as commitments from SBCTA require like commitments from Los Angeles County or Riverside County since they share the Metrolink lines that operate in San Bernardino County. However, staff conservatively plans for future capital and operations costs. Additionally, SBCTA has maintained an \$80 million commitment to the Gold Line extension to Montclair, which according to the Gold Line Construction Authority is sufficient to build the 3,000 linear feet of improvements in San Bernardino County. In addition, SBCTA plans for the operational cost of that segment.

At this time, staff requests Board direction on the appropriateness of using SB 125 funds to address competing priorities for transit funding in the Valley region where implementation is limited because of funding shortfalls.

#### **Enhanced Security on the Metrolink Arrow Service & Metrolink Legacy Service**

SBCTA always begins the planning for transit expansion with an evaluation of the cost to sustain operations. Currently that operations “test” extends through 2040 as that aligns with the expiration of Measure I, which presents a major turning point in transit funding if not renewed. As such, the amount of Measure I invested in the capital component of the Redlands Passenger Rail Project was controlled by the projected Arrow operations cost through 2040. However, after implementation of Arrow service, SBCTA elected to provide enhanced security

on the Arrow service, which is estimated to cost an additional \$65 million through 2040. Because this was not planned for in developing the Measure I funding available for construction costs, this net increase must be supported by other fund sources. Currently the only fund source that is not constrained is the Local Transportation Fund (LTF); however, the projections for this fund source show that current allocations rely on fund balance and costs begin to outpace anticipated revenue growth by 2033. The Board could consider using this one time infusion of operations-eligible funding to provide some relief to this critical source of funds for transit operations. Additionally, at the request of the Board of Directors, SBCTA has been working with Metrolink to determine the cost to provide enhanced security on all the lines in San Bernardino County. This cost would be in addition to the \$65 million through 2040 identified for Arrow Service.

### **Tunnel to Ontario International Airport (ONT)**

The current estimated cost of the Tunnel to ONT (Project) is around \$540 million. While much higher than originally anticipated when development of the Project commenced, based on the unsolicited proposal previously received, it is still substantially lower than the estimated cost of a traditional surface rail connection and allows for the inclusion of autonomous vehicle technology, which will have lower operations costs than a rail connection. As discretionary Federal funding is anticipated, the updated estimate includes a 30% contingency on the design-build contract, utilities, and right-of-way cost components. This is in accordance with Federal Transit Administration guidelines.

With approval of the 2021 Update to the 10-Year Delivery Plan, funding totaling \$72 million was identified for the Project, which is more than sufficient to complete the environmental clearance. As the anticipated construction cost has increased, staff has identified an additional \$130 million in local, State, and Federal discretionary funds available for the Project. Final approval to use the \$130 million is contingent upon future Board approval. With a funding gap of this magnitude, grant funding will be critical to the completion of funding for the Project, but applications to date have been unsuccessful as the Project has not yet achieved environmental clearance. Although this source of funds is not sufficient to close the funding gap, the Board could consider allocating funds to the Project to continue to reduce the amount needed through future grant opportunities.

While decisions on funding levels for these two projects do not have to be made at this point, staff requests direction from the Board on the relative priorities of the projects for consideration when evaluating overall funding strategies for Valley transit needs.

### ***Financial Impact:***

This item has no impact on the Fiscal Year 2023/2024 Budget. Future Budget amendment actions will be presented to the Board for approval to establish appropriate financial accounts and incorporate approved funding.

### ***Reviewed By:***

**This item was reviewed and Recommendations B, C and E were unanimously recommended for approval by the Transit Committee on November 9, 2023.**

### ***Responsible Staff:***

Andrea Zureick, Director of Fund Administration

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Approved  
Board of Directors  
Date: December 6, 2023  
Witnessed By:

## ***Minute Action***

AGENDA ITEM: 24

***Date:*** December 6, 2023

***Subject:***

Amendment No. 2 to the Capital Project Needs Analysis Project List for Valley Major Street Program/Arterial Sub-Program for Fiscal Year 2023/2024

***Recommendation:***

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

Approve the Amended Project List for the Measure I Valley Major Street Program/Arterial Sub-Program for Fiscal Year 2023/2024, as referenced in Attachment A.

***Background:***

The City of Fontana has requested an amendment to their Capital Project Needs Analysis (CPNA) Project List for Fiscal Years 2023/2024 through 2027/2028, as they expect to request reimbursement in the current fiscal year for the **Citrus Avenue Widening at State Route 210**, Cherry Avenue Widening between Baseline Avenue and Highland Avenue, Walnut Avenue Widening between Interstate 15 and San Sevaine Road, Intersection Widening at Santa Avenue and Juniper Avenue, and Foothill Boulevard Widening from Citrus Avenue to Maple Avenue projects.

As background, per Measure I Policy No. 40006, the Valley jurisdictions must prepare, adopt, and annually submit to San Bernardino County Transportation Authority (SBCTA) by September 30th their CPNA, a list of projects for which they plan to request reimbursement of the public share in the next five years (Attachment A). Projects listed in the first two years and any unreimbursed expenditures from prior years are eligible for reimbursement in Fiscal Year (FY) 2023/2024. Besides identifying the need for Measure I funds by project phase, the complete submittal also lists other anticipated funding sources, including the required development mitigation fair share funds.

The Arterial Sub-Program current year funding allocations were presented to the SBCTA Board of Directors on April 5, 2023, as part of the FY 2023/2024 budget planning process. The original project list was approved on July 5, 2023, and later amended on September 6, 2023.

***Financial Impact:***

This item is consistent with the Fiscal Year 2023/2024 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 November 9, 2023.

***Responsible Staff:***

Marc Lucius, Management Analyst II

*Entity: San Bernardino County Transportation Authority*

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Approved  
Board of Directors  
Date: December 6, 2023  
Witnessed By:

San Bernardino County Transportation Authority

ATTACHMENT A

**CAPITAL PROJECT NEEDS ANALYSIS**  
**VALLEY ARTERIAL SUB-PROGRAM - FY2023/2024 to FY2027/2028**

| Jurisdiction   | Project  | DEV<br>LOAN? | 5-YR<br>Advance | Nexus Project<br>Cost | Current Cost<br>Estimate | MI<br>Prior | MI<br>FY 23/24       | MI<br>FY 24/25 | MI<br>FY 25/26 | MI<br>FY 26/27 | MI<br>FY 27/28 | MI<br>Future | MI<br>Total           |
|----------------|--|--------------|-----------------|-----------------------|--------------------------|-------------|----------------------|----------------|----------------|----------------|----------------|--------------|-----------------------|
| Chino          | Widen Edison Ave from Central Ave to Euclid Ave from 4 to 6 lanes  |              |                 | 8,546,000             | 12,407,140               | 0           | 0                    | 2,000,000      | 0              | 0              | 0              | 0            | 2,000,000             |
|                | Widen Pine Ave from El Prado Rd to SR-71 from 2 to 4 lanes   |              | Yes             | 27,948,000            | 54,973,000               | 0           | 12,028,292           | 12,028,291     | 0              | 0              | 863,744        | 0            | 24,920,327            |
|                |  |              |                 |                       |                          | 0           | 12,028,292           | 14,028,291     | 0              | 0              | 863,744        | 0            | 26,920,327            |
| Chino Hills    | Widen Pine Ave from SR-71 to Chino Creek (north side only)   |              |                 | 4,201,000             | 4,201,000                | 0           | 0                    | 2,789,884      | 0              | 0              | 0              | 0            | 2,789,884             |
|                | Soqual Canyon Pkwy/Peyton Dr Connection - construct 2 lanes from Soqual Cyn Pkwy to Peyton Dr at Woodview Rd |              |                 | 16,000,000            | 16,000,000               | 0           | 0                    | 0              | 253,834        | 0              | 0              | 0            | 253,834               |
|                |  |              |                 |                       |                          | 0           | 0                    | 2,789,884      | 253,834        | 0              | 0              | 0            | 3,043,718             |
| Colton         | Improvement of La Cadena Dr from Rancho Ave to Litton Ave including bridge replacement at Santa Ana River    |              |                 | 4,866,000             | 26,173,958               | 627,240     | 785,486              | 291,087        | 0              | 0              | 0              | 0            | 1,703,813             |
|                | Widen Reche Cyn Rd from S. Crystal Ridge to Riverside County Line from 2 to 4 lanes                          |              |                 | 5,652,000             | 5,669,970                | 50,754      | 112,800              | 225,600        | 1,353,600      | 1,353,600      | 0              | 0            | 3,096,354             |
|                | Widen Mount Vernon Ave grade separation on the Alhambra Line   |              |                 | 4,000,000             | 17,662,602               | 372,304     | 279,123              | 279,123        | 279,123        | 0              | 0              | 0            | 1,209,673             |
|                |  |              |                 |                       |                          | 1,050,298   | 1,177,409            | 795,810        | 1,632,723      | 1,353,600      | 0              | 0            | 6,009,840             |
| Fontana        | Widen Sierra Ave from Summit Av to I-15  |              |                 | 10,759,000            |                          | 99,139      | 0                    | 0              | 0              | 0              | 0              | 0            | 99,139                |
|                | Widen from 2 to 6 lanes  |              |                 |                       |                          |             |                      |                |                |                |                |              |                       |
|                | Widen Foothill Blvd from Hemlock to Almeria from 4 to 6 lanes  |              |                 | 13,826,000            |                          | 1,251,814   | 0                    | 0              | 0              | 0              | 0              | 0            | 1,251,814             |
|                | Widen Sierra Ave from Foothill Blvd to Baseline Ave from 4 to 6 lanes  |              |                 | 12,031,000            | 15,122,464               | 10,777,403  | 1,018,500            | 0              | 0              | 0              | 0              | 0            | 11,795,903            |
|                | Widen Slover Ave from Etiwanda Ave to 800' e/o Etiwanda from 2 to 4 lanes                                    |              |                 | 8,069,000             | 11,329,298               | 5,563,638   | 0                    | 0              | 0              | 0              | 0              | 0            | 5,563,638             |
|                | Widen Citrus Ave from Highland Ave to SR-210 from 4 to 6 lanes   |              |                 | 1,000,000             | 620,000                  | 420,980     | 0                    | 0              | 0              | 0              | 0              | 0            | 420,980               |
|                | Widen Cherry Ave from Baseline Ave. to Highland Ave. from 4 to 6 lanes                                       |              |                 | 4,707,000             | 3,900,000                | 1,302,865   | 0                    | 0              | 0              | 0              | 0              | 0            | 1,302,865             |
|                | Widen Walnut Ave from I-15 to San Servaine from 2 to 4 lanes   |              |                 | 4,859,000             | 3,900,000                | 1,345,235   | 0                    | 0              | 0              | 0              | 0              | 0            | 1,345,235             |
|                | Install traffic signal at Santa Ana Ave and Juniper Ave  |              |                 | 10,759,000            | 870,000                  | 590,730     | 0                    | 0              | 0              | 0              | 0              | 0            | 590,730               |
|                | Widen Foothill Blvd from Citrus Ave to Maple Ave from 4 to 6 lanes   |              |                 | 9,708,000             | 16,495,336               | 0           | 230,860              | 0              | 0              | 0              | 0              | 0            | 230,860               |
|                |  |              |                 |                       |                          | 21,351,804  | <del>1,018,500</del> | 0              | 0              | 0              | 0              | 0            | <del>22,370,304</del> |
|                |  |              |                 |                       |                          |             | 1,249,360            |                |                |                |                |              | 22,601,164            |
| Fontana Sphere | Widen Cherry Ave Bridge from Merrill Ave to Whittram from 4 to 6 lanes                                       |              |                 | 10,200,000            | 10,957,067               | 584,205     | 0                    | 0              | 0              | 0              | 0              | 5,803,765    | 6,387,970             |
|                | Ph1: Widen San Bernardino Ave from Cherry Ave to Fontana City Limits from 2 to 4 lanes                       |              |                 | 2,031,000             | 15,599,600               | 83,204      | 1,605,663            | 391,018        | 6,820,517      | 0              | 0              | 0            | 8,900,402             |
|                |  |              |                 |                       |                          | 667,409     | 1,605,663            | 391,018        | 6,820,517      | 0              | 0              | 5,803,765    | 15,288,372            |
| Grand Terrace  | Extend Commerce Wy from 900' n/o DeBerry Rd to Main St from 0 to 4 lanes                                     |              |                 | 5,500,000             |                          | 236,552     | 624,000              | 907,077        | 205,500        | 0              | 0              | 0            | 1,973,129             |
|                |  |              |                 |                       |                          | 236,552     | 624,000              | 907,077        | 205,500        | 0              | 0              | 0            | 1,973,129             |
| Highland       | SR-210 / Baseline Interchange - term loan; cash flow estimated by SBCTA                                      | Yes          |                 | 13,260,000            | 31,730,814               | 0           | 3,499,301            | 0              | 0              | 0              | 0              | 0            | 3,499,301             |
|                | Victoria Avenue Improvements Project   | Yes          |                 | 4,975,000             | 11,265,000               | 0           | 0                    | 268,000        | 268,000        | 0              | 0              | 0            | 536,000               |
|                |  |              |                 |                       |                          | 0           | 3,499,301            | 268,000        | 268,000        | 0              | 0              | 0            | 4,035,301             |
| Loma Linda     | Intersection Improvements at Mound St and Anderson St  |              |                 | 1,000,000             |                          | 0           | 0                    | 318,240        | 612,000        | 0              | 0              | 0            | 930,240               |
|                | Widen California St from Barton Rd to Redlands Blvd from 2 to 6 lanes  |              |                 | 4,100,000             |                          | 109,355     | 391,680              | 1,037,781      | 1,522,078      | 0              | 0              | 0            | 3,060,894             |
|                | Install traffic signal at Barton Rd & Benton St  |              |                 | 235,632               |                          | 0           | 0                    | 146,432        | 0              | 0              | 0              | 0            | 146,432               |
|                |  |              |                 |                       |                          | 109,355     | 391,680              | 1,502,453      | 2,134,078      | 0              | 0              | 0            | 4,137,566             |
| Montclair      | I-10 / Monte Vista Ave interchange - term loan; cash flow estimated by SBCTA                                 | Yes          | Yes             | 5,850,000             | 32,256,960               | 0           | 1,990,241            | 0              | 0              | 0              | 0              | 0            | 1,990,241             |
|                |  |              |                 |                       |                          | 0           | 1,990,241            | 0              | 0              | 0              | 0              | 0            | 1,990,241             |



ATTACHMENT A

**CAPITAL PROJECT NEEDS ANALYSIS**  
**VALLEY ARTERIAL SUB-PROGRAM - FY2023/2024 to FY2027/2028**

| Jurisdiction     | Project   | DEV<br>LOAN? | 5-YR<br>Advance | Nexus Project<br>Cost | Current Cost<br>Estimate | MI<br>Prior      | MI<br>FY 23/24   | MI<br>FY 24/25   | MI<br>FY 25/26   | MI<br>FY 26/27   | MI<br>FY 27/28 | MI<br>Future | MI<br>Total       |
|------------------|---|--------------|-----------------|-----------------------|--------------------------|------------------|------------------|------------------|------------------|------------------|----------------|--------------|-------------------|
| Ontario          | Spot Widen Airport Dr from Kettering to Etiwanda Ave from 2 to 4 lanes, including intersection at Etiwanda/Slover                 |              |                 | 5,270,000             |                          | 1,634,972        | 225,625          | 0                | 0                | 0                | 0              | 0            | 1,860,596         |
|                  | Widen Holt Blvd from Benson Ave to Vineyard Ave from 4 to 6 lanes   |              |                 | 48,817,215            | 2,400,000                | 251,601          | 295,375          | 729,750          | 0                | 0                | 0              | 0            | 1,276,726         |
|                  | Replace 4th St structure between I-10 westbound ramps and I-10 eastbound ramps and widen to 5 lanes - cashflow estimated by SBCTA | Yes          | Yes             | 21,567,000            | 21,566,769               | 692,644          | 2,364,522        | 0                | 0                | 0                | 0              | 0            | 3,057,166         |
|                  | Replace 4th St structure between I-10 westbound ramps and I-10 eastbound ramps and widen to 5 lanes - term loan fully drawn       | Yes          | Yes             |                       |                          | 0                | 0                | 0                | 0                | 0                | 0              | 0            | 0                 |
|                  | Widen Grove Ave from I-10 to Holt Blvd from 4 to 6 lanes, Including W. Cuc.   |              |                 | 32,200,000            | 4,100,000                | 257,190          | 295,375          | 729,750          | 0                | 0                | 0              | 0            | 1,282,315         |
|                  | Creek Bridge  |              |                 |                       |                          |                  |                  |                  |                  |                  |                |              |                   |
|                  | Widen Holt Blvd from Benson Ave to Vineyard Ave from 4 to 6 lanes   |              |                 | 48,817,215            | 5,130,636                | 2,653,019        | 199,616          | 0                | 0                | 0                | 0              | 0            | 2,852,634         |
|                  | Widen Mountain Ave from Sixth Street to s/o Holt Blvd   |              |                 | 7,467,000             | 5,130,636                | 2,653,019        | 199,616          | 0                | 0                | 0                | 0              | 0            | 2,852,634         |
|                  |   |              |                 |                       |                          | <b>8,142,444</b> | <b>3,580,128</b> | <b>1,459,500</b> | <b>0</b>         | <b>0</b>         | <b>0</b>       | <b>0</b>     | <b>13,182,071</b> |
| Rancho Cucamonga | Widen Wilson Ave from East Ave to Wardman/Bulloch from 0 to 4 lanes   |              |                 | 7,572,000             | 7,434,218                | 3,199,098        | 0                | 0                | 0                | 0                | 0              | 0            | 3,199,098         |
|                  | Construct a Traffic Signal at the Intersection of Milliken and 5th  |              |                 | 442,000               | 738,737                  | 526,720          | 0                | 0                | 0                | 0                | 0              | 0            | 526,720           |
|                  | Construct a Traffic Signal at the Intersection of Rochester and Jersey  |              |                 | 442,000               | 738,737                  | 526,720          | 0                | 0                | 0                | 0                | 0              | 0            | 526,720           |
|                  | Widen Victoria Ave from EHS to I-15   |              |                 | 369,000               | 412,341                  | 293,999          | 0                | 0                | 0                | 0                | 0              | 0            | 293,999           |
|                  | Intersection of East and Miller   |              |                 | 442,000               | 738,737                  | 526,720          | 0                | 0                | 0                | 0                | 0              | 0            | 526,720           |
|                  | Construct a Traffic Signal at the Intersection of 6th and Rochester   |              |                 | 442,000               | 738,737                  | 526,720          | 0                | 0                | 0                | 0                | 0              | 0            | 526,720           |
|                  | Construct a Traffic Signal at the Intersection of Camelian and Banyan   |              |                 | 442,000               | 600,297                  | 428,012          | 0                | 0                | 0                | 0                | 0              | 0            | 428,012           |
|                  | Construct a Traffic Signal at the Intersection of 6th and Hellman   |              |                 | 442,000               | 1,081,710                | 771,973          | 0                | 0                | 0                | 0                | 0              | 0            | 771,973           |
|                  | Construct a Traffic Signal at the Intersection of 6th and Utica   |              |                 | 442,000               | 595,946                  | 424,910          | 0                | 0                | 0                | 0                | 0              | 0            | 424,910           |
|                  |   |              |                 |                       |                          | <b>7,224,872</b> | <b>0</b>         | <b>0</b>         | <b>0</b>         | <b>0</b>         | <b>0</b>       | <b>0</b>     | <b>7,224,872</b>  |
| Redlands         | Construct a Traffic Signal at the Intersection of Ford St and I-10 WB   |              |                 | 464,000               | 812,000                  | 0                | 0                | 163,028          | 461,400          | 0                | 0              | 0            | 624,428           |
|                  | Construct a Traffic Signal at the Intersection of Ford St and I-10  |              |                 | 464,000               | 812,000                  | 0                | 0                | 163,028          | 461,400          | 0                | 0              | 0            | 624,428           |
|                  | Intersection Improvements at University and Colton  |              |                 | 500,000               | 750,000                  | 0                | 115,350          | 461,400          | 0                | 0                | 0              | 0            | 576,750           |
|                  | Construct a Traffic Signal at the Intersection of Wabash Ave and Citrus Ave   |              |                 | 464,000               | 750,000                  | 0                | 0                | 0                | 0                | 576,750          | 0              | 0            | 576,750           |
|                  | Construct a Traffic Signal at the Intersection of Dearborn St and Citrus Ave  |              |                 | 464,000               | 750,000                  | 0                | 0                | 0                | 576,750          | 0                | 0              | 0            | 576,750           |
|                  | Widen San Bernardino Ave from Church St to Wabash Ave from 2 to 4 lanes   |              |                 | 3,743,000             | 641,700                  | 0                | 0                | 0                | 0                | 493,467          | 0              | 0            | 493,467           |
|                  | Widening Pioneer Ave from Furlow Dr to Texas St from 2 to 4 lanes (to be added)   |              |                 | 1,500,000             | 1,500,000                | 0                | 0                | 0                | 0                | 403,725          | 749,775        | 0            | 1,153,500         |
|                  |   |              |                 |                       |                          | <b>0</b>         | <b>115,350</b>   | <b>787,456</b>   | <b>1,499,550</b> | <b>1,473,942</b> | <b>749,775</b> | <b>0</b>     | <b>4,626,073</b>  |
|                  |   |              |                 |                       |                          |                  |                  |                  |                  |                  |                |              |                   |
| Rialto           | Construct Pepper Ave from N. Terminus to Highland Ave to 4 lanes  |              |                 | 14,882,000            | 15,022,010               | 8,878,008        | 0                | 0                | 0                | 0                | 0              | 0            | 8,878,008         |
|                  | Widen Riverside Ave from Gateway Plaza to San Bernardino Ave from 4 to 6 lanes  |              |                 | 1,233,000             | 4,780,875                | 2,825,497        | 0                | 0                | 0                | 0                | 0              | 0            | 2,825,497         |
|                  | Construct a Traffic Signal at the Intersection of Riverside and Linden with intersection improvements                             |              |                 | 649,000               | 888,254                  | 524,958          | 0                | 0                | 0                | 0                | 0              | 0            | 524,958           |

**CAPITAL PROJECT NEEDS ANALYSIS**  
**VALLEY ARTERIAL SUB-PROGRAM - FY2023/2024 to FY2027/2028**

| Jurisdiction                   | Project  | DEV LOAN? | 5-YR Advance | Nexus Project Cost | Current Cost Estimate | MI Prior             | MI FY 23/24          | MI FY 24/25          | MI FY 25/26          | MI FY 26/27         | MI FY 27/28         | MI Future           | MI Total              |
|--------------------------------|--|-----------|--------------|--------------------|-----------------------|----------------------|----------------------|----------------------|----------------------|---------------------|---------------------|---------------------|-----------------------|
|                                | Widen Alder Ave from Baseline Rd to Renaissance Pkwy from 2 to 4 lanes     |           |              | 4,600,000          | 8,272,659             | 4,889,141            | 0                    | 0                    | 0                    | 0                   | 0                   | 0                   | 4,889,141             |
|                                | Widen Ayala Dr from Baseline Rd to Renaissance Pkwy from 2 to 4 lanes      |           |              | 3,200,000          | 6,928,766             | 4,087,120            | 0                    | 0                    | 0                    | 0                   | 0                   | 0                   | 4,087,120             |
|                                | Widen Cactus Av from Valley Bl to Foothill Bl from 3 to 4 lanes            |           |              | 1,775,733          | 481,229               | 284,406              | 0                    | 0                    | 0                    | 0                   | 0                   | 0                   | 284,406               |
|                                | Widen Randall Ave from West City Limits to Riverside Ave from 2 to 4 lanes |           |              | 4,413,000          | 4,284,491             | 2,532,134            | 0                    | 0                    | 0                    | 0                   | 0                   | 0                   | 2,532,134             |
|                                |  |           |              |                    |                       | <b>24,021,264</b>    | <b>0</b>             | <b>0</b>             | <b>0</b>             | <b>0</b>            | <b>0</b>            | <b>0</b>            | <b>24,021,264</b>     |
| <b>San Bernardino, City of</b> | Reconstruct Mt Vernon Bridge to 4 lanes (local match)                      |           | Yes          | 17,664,000         |                       | 2,637,391            | 614,138              | 1,453,735            | 1,832,118            | 0                   | 0                   | 0                   | 6,537,382             |
|                                | Widen "H" St from Kendall Dr to 40th St from 2 to 4 lanes                  |           | Yes          | 2,145,000          |                       | 1,025,980            | 797,680              | 2,704,000            | 0                    | 0                   | 0                   | 0                   | 4,527,660             |
|                                | Widen State Street from 16th St to Baseline St from 0 to 4 lanes           |           | Yes          |                    |                       | 6,038,062            | 0                    | 0                    | 0                    | 0                   | 0                   | 0                   | 6,038,062             |
|                                | Widen 5th St from Sterling to Victoria from 2 to 6 lanes                   |           | Yes          | 967,000            |                       | 0                    | 0                    | 0                    | 0                    | 0                   | 0                   | 0                   | 0                     |
|                                | Widen 40th St from Acre Ln to Electric Ave from 2 to 4 lanes               |           | Yes          | 5,421,000          |                       | 1,795,675            | 716,560              | 3,380,000            | 0                    | 0                   | 0                   | 0                   | 5,892,235             |
|                                |  |           |              |                    |                       | <b>11,497,108</b>    | <b>2,128,378</b>     | <b>7,537,735</b>     | <b>1,832,118</b>     | <b>0</b>            | <b>0</b>            | <b>0</b>            | <b>22,995,339</b>     |
| <b>San Bernardino Sphere</b>   | Widen State Street from Highland Ave. to Cajon Blvd. from 2 to 4 lanes     |           |              |                    | 4,000,000             | 3,845                | 361,584              | 1,071,448            | 1,639,123            | 0                   | 0                   | 0                   | 3,076,000             |
|                                |  |           |              |                    |                       | <b>3,845</b>         | <b>361,584</b>       | <b>1,071,448</b>     | <b>1,639,123</b>     | <b>0</b>            | <b>0</b>            | <b>0</b>            | <b>3,076,000</b>      |
| <b>Upland</b>                  | Widen Arrow Hwy from County Line to Central Ave from 2 to 4 lanes          |           |              | 2,874,000          | 1,870,000             | 0                    | 0                    | 0                    | 0                    | 0                   | 0                   | 913,220             | 913,220               |
|                                | Widen Foothill Blvd from County Line to Central Ave from 2 to 6 lanes      |           |              | 5,900,000          | 5,900,000             | 432,543              | 0                    | 0                    | 0                    | 0                   | 0                   | 0                   | 432,543               |
|                                | I-10 & Monte Vista Ave - term loan fully drawn                             | Yes       | Yes          | 2,107,992          | 33,144,900            | 0                    | 0                    | 0                    | 0                    | 0                   | 0                   | 0                   | 0                     |
|                                | I-10 & Euclid Ave - term loan fully drawn                                  | Yes       |              | 8,974,000          | 936,885               | 0                    | 0                    | 0                    | 0                    | 0                   | 0                   | 0                   | 0                     |
|                                |  |           |              |                    |                       | <b>432,543</b>       | <b>0</b>             | <b>0</b>             | <b>0</b>             | <b>0</b>            | <b>0</b>            | <b>913,220</b>      | <b>1,345,763</b>      |
| <b>Yucaipa</b>                 | Widen 5th St from Yucaipa Bl to County Line Rd from 2 to 4 lanes           |           | Yes          | 7,032,000          | 1,637,000             | 1,109,000            | 0                    | 0                    | 0                    | 0                   | 0                   | 0                   | 1,109,000             |
|                                | Widen Ave E from 14th St to Bryant St from 2 lanes to 4 lanes              |           | Yes          | 23,532,000         | 9,603,000             | 3,799,000            | 1,529,000            | 909,000              | 0                    | 0                   | 0                   | 0                   | 6,237,000             |
|                                | Widen Calimesa Bl from Oak Glen Rd to County Line Rd from 2 to 4 lanes     |           | Yes          | 4,192,000          | 8,010,500             | 1,740,000            | 0                    | 750,000              | 1,743,000            | 1,758,000           | 1,783,000           | 0                   | 7,774,000             |
|                                | Widen County Line Rd from I-10 to Calimesa Blvd from 2 to 4 lanes          |           | Yes          | 610,000            | 8,646,000             | 5,305,000            | 200,000              | 70,000               | 0                    | 0                   | 0                   | 0                   | 5,575,000             |
|                                | Widen Yucaipa Bl from I-10 to 15th St from 4 to 6 lanes                    |           | Yes          | 17,668,000         | 12,802,000            | 8,447,000            | 0                    | 0                    | 0                    | 0                   | 0                   | 0                   | 8,447,000             |
|                                |  |           |              |                    |                       | <b>20,400,000</b>    | <b>1,729,000</b>     | <b>1,729,000</b>     | <b>1,743,000</b>     | <b>1,758,000</b>    | <b>1,783,000</b>    | <b>0</b>            | <b>29,142,000</b>     |
| <b>Total</b>                   |  |           |              |                    |                       | <b>\$ 95,137,494</b> | <b>\$ 30,249,526</b> | <b>\$ 33,267,672</b> | <b>\$ 18,028,443</b> | <b>\$ 4,585,542</b> | <b>\$ 3,396,519</b> | <b>\$ 6,716,985</b> | <b>\$ 191,382,180</b> |

30,480,386

## ***Minute Action***

AGENDA ITEM: 25

***Date:*** December 6, 2023

***Subject:***

Amendment No. 1 to Funding Agreement No. 19-1002202 with the County of San Bernardino for the Rock Springs Bridge over Mojave River Project

***Recommendation:***

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

A. Allocate an additional \$2,522,805 in Measure I Victor Valley Subarea Major Local Highway Projects (MLHP) Program funds to the County of San Bernardino for the Rock Springs Bridge over Mojave River Project.

B. Approve Amendment No. 1 to Funding Agreement No. 19-1002202 with the County of San Bernardino, for the Rock Springs Bridge over Mojave River Project, to add \$2,522,805 in MLHP funds and to extend the contract termination date through December 31, 2028.

***Background:***

The Right-of-Way Phase for the Rock Springs Bridge over Mojave River Project (Project), managed by the County of San Bernardino (County), is scheduled to be completed in October 2024, with construction anticipated to begin in March 2025. The project has been identified by the County as an important priority for funding, and was listed in the San Bernardino County Transportation Authority's (SBCTA) 2021 update to the 10-Year Delivery Plan as an approved project eligible for Measure I Victor Valley Subarea Major Local Highway Projects (MLHP) Program funding by members of the Subarea. The Project will replace the existing Rock Springs Road low-water crossing across the Mojave River with a new bridge along with realigning the road immediately east and west of the new bridge.

The original allocation of \$1,456,938 in MLHP funds was approved on July 10, 2019, to fund the Public Share of Project costs. The County is requesting an additional allocation of \$2,522,805 in MLHP funds in order to fully fund the Project through the Construction Phase, as well as an extension of the Funding Agreement to December 31, 2028, to accommodate the duration of the Project. Total project costs are estimated to be \$27,263,404, of which \$23,283,661 is funded through a combination of County and Federal Highway Bridge Program funds. Staff recommends approval of the allocation as sufficient funding capacity exists in the MLHP to support the requested Public Share amount without affecting other committed projects in the Subarea.

***Financial Impact:***

This item is consistent with the Fiscal Year 2023/2024 Budget.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on November 17, 2023. SBCTA General Counsel and Risk Management have reviewed this item and the draft amendment.

*Entity: San Bernardino County Transportation Authority*

Board of Directors Agenda Item  
December 6, 2023  
Page 2

***Responsible Staff:***

Marc Lucius, Management Analyst II

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Approved  
Board of Directors  
Date: December 6, 2023  
Witnessed By:

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San Bernardino County Transportation Authority

|                 |   |                |                                 |
|-----------------|---|----------------|---------------------------------|
| Contract No:    | <u>19-1002202</u>                                       | Amendment No.: | <u>1</u>                        |
| Contract Class: | <u>Payable</u>  | Department:    | <u>Fund Administration</u>      |
| Vendor No.:     | <u>01908</u>  | Vendor Name:   | <u>County of San Bernardino</u> |
| Description:    | Rock Springs Bridge over Mojave River Funding Agreement |                |                                 |

| Dollar Amount                |   |              |                                |    |              |
|------------------------------|---|--------------|--------------------------------|----|--------------|
| Original Contract            | \$  | 1,456,938.00 | Original Contingency           | \$ | -            |
| Prior Amendments             | \$  | -            | Prior Amendments               | \$ | -            |
| Prior Contingency Released   | \$  | -            | Prior Contingency Released (-) | \$ | -            |
| Current Amendment            | \$  | 2,522,805.00 | Current Amendment              | \$ | -            |
| Total/Revised Contract Value | \$  | 3,979,743.00 | Total Contingency Value        | \$ | -            |
|                              | Total Dollar Authority (Contract Value and Contingency) |              |                                | \$ | 3,979,743.00 |

|                    |       |            |       |        |       |
|--------------------|-------|------------|-------|--------|-------|
| Board of Directors | Date: | 12/06/2023 | Board | Item # | 10129 |
|--------------------|-------|------------|-------|--------|-------|

|                 |                    |              |     |                      |  |
|-----------------|--------------------|--------------|-----|----------------------|--|
| Other Contracts |                    | Sole Source? | N/A | No Budget Adjustment |  |
| Local           | Funding Allocation |              |     |                      |  |

|                       |            |                  |            |                          |            |
|-----------------------|------------|------------------|------------|--------------------------|------------|
| Estimated Start Date: | 11/30/2023 | Expiration Date: | 12/31/2024 | Revised Expiration Date: | 12/31/2028 |
|-----------------------|------------|------------------|------------|--------------------------|------------|

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

[illegible]

|                           |                      |
|---------------------------|----------------------|
| Parent Contract _____     | PM Description _____ |
| Z-Related Contracts _____ |                      |

Marc Lucius

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Project Manager (Print Name)

Andrea Zureick

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Task Manager (Print Name)

Additional Notes: Project Acctg Code: 0516.025.236.54840.

**AMENDMENT NO. 1 TO PROJECT FUNDING AGREEMENT NO. 19-1002202**

**FOR**

**ROCK SPRINGS BRIDGE OVER MOJAVE RIVER PROJECT**

**(COUNTY OF SAN BERNARDINO)**

THIS Amendment No. 1 to Project Funding Agreement 19-1002202 ("Agreement") is made and entered into by and between the San Bernardino County ("COUNTY") and the San Bernardino County Transportation Authority ("SBCTA"). SBCTA and COUNTY are each a "Party" and collectively "Parties."

**RECITALS**

- A. The Measure I 2010-2040 Expenditure Plan and the Victor Valley Subarea transportation planning partners have identified projects eligible for funding from Measure I 2010-2040 Victor Valley Subarea Major Local Highway Projects Program ("MLHP") funds; and
- B. The Rock Springs Bridge over Mojave River Project ("PROJECT") is one of the projects identified as eligible for such funding and is described more fully in Attachment A; and
- C. The Parties entered into Project Funding Agreement No. 19-1002202 on or about August 12, 2019, to allocate \$1,456,938 in Measure I MLHP funds to fund the Public Share of the Plans, Specifications, and Estimate ("PS&E"), Right-of-Way ("ROW"), and Construction Phases of the PROJECT; and
- D. COUNTY has requested an increase in funding, by an additional \$2,522,805, for the Public Share of PROJECT costs, for a total of \$3,979,743 inclusive of prior allocations; and
- E. COUNTY has requested updates to Attachment A: Description of Project and Milestones and Attachment B: Summary of Estimated Costs; and
- F. COUNTY has requested an extension of the Agreement termination date to December 31, 2028.

NOW, THEREFORE, the Parties agree to the following:

- 1. Paragraph 1 of Section I is deleted in its entirety and replaced with the following:
  - "1. To allocate up to a maximum of \$3,979,743 in Public Share funds for the actual cost of the PROJECT, which includes the 42.8% public share of the revised design phase and up to 42.8% of the required 11.47% local match to the Federal Highway Bridge Program funds and other right-of-way and construction costs that are not eligible for federal reimbursement, whichever is less. An estimate of costs for the PROJECT and Public Share fund sources is provided in Attachment B. SBCTA shall have no further responsibilities to provide any funding for the PROJECT exceeding this amount unless a written amendment to this Agreement is signed by both Parties."



2. Paragraph 2 of Section II is deleted in its entirety and replaced with the following:
  - “2. To be responsible for expending that portion of allocated Public Share funds on eligible PROJECT expenses in an amount not to exceed \$3,979,743, which includes the 42.8% public share of the revised design phase and up to 42.8% of the required 11.47% local match to the Federal Highway Bridge Program funds and other right-of-way and construction costs that are not eligible for federal reimbursement, whichever is less, unless this Agreement is amended and approved increasing PROJECT costs. Reimbursement by SBCTA shall be in accordance with Section I, Paragraph 2. Additionally, expenses relative to time spent on the PROJECT by COUNTY staff are considered eligible PROJECT expenses and may be charged to the PROJECT, subject to SBCTA, State, and Federal guidelines.
3. Paragraph 5 of Section II is deleted in its entirety and replaced with the following:
  - “5. In the case that Measure I funds are allocated to the PROJECT, to prepare and submit to SBCTA an electronic copy of signed invoices for reimbursement of eligible PROJECT expenses. Invoices may be submitted to SBCTA as frequently as monthly.”
4. Paragraph 8 of Section III is deleted in its entirety and replaced with the following:
  - “8. This Agreement will be considered terminated upon reimbursement of eligible costs by SBCTA or December 31, 2028, whichever is sooner, provided that the provisions of Paragraphs 7, 8, 9, 10, and 11 of Section II, and Paragraphs 5, and 6 of Section III, shall survive the termination of this Agreement. The Agreement may also be terminated by SBCTA, in its sole discretion, in the event the PROJECT described in Attachment A has not been initiated by COUNTY within twelve (12) months of the Effective Date of this Agreement.”
5. Attachment A to the Agreement is replaced with the Revised Description of Project and Milestones attached to this Amendment.
6. Attachment B to the Agreement is replaced with the Revised Summary of Estimated Costs attached to this Amendment.
7. Except as amended by this Amendment No. 1, all other terms and conditions of the Agreement shall remain in full force and effect and are incorporated herein by this reference.
8. The Recitals set forth above are incorporated herein by this reference.
9. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original, and may be signed and transmitted with electronic signatures which shall be binding on the Party.
10. This Amendment No. 1 shall be effective on the date executed by SBCTA.

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

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 by their authorized signatories below.

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**COUNTY OF SAN BERNARDINO**

By: \_\_\_\_\_  
Dawn M. Rowe, President  
Board of Directors

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Julianna K. Tillquist  
SBCTA General Counsel

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Dawn M. Rowe  
Chair

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Aaron Gest  
Deputy County Counsel

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Lynna Monell  
Clerk of the Board

Date: \_\_\_\_\_

Attachment: 19-1002202-01 (10129 : Amendment No. 1 to Rock Springs Bridge over Mojave River Funding Agreement)

## ATTACHMENT A

### ROCK SPRINGS BRIDGE OVER MOJAVE RIVER PROJECT

#### Revised Description of Project and Milestones

| Project Title   |            |
|---|------------|
| Rock Springs Road Bridge over Mojave River Project  |            |
| Location, Project Limits, Description, Scope of Work, Legislative Description   |            |
| The project proposes to replace the existing Rock Springs Road low-water crossing across the Mojave River with a new bridge and realign the road from approximately 0.2 miles east of Glendale Ave to 0.15 miles west of Deep Creek Road. The proposed bridge would be approximately 950 feet long, 45 feet wide to include two 12-foot lanes, two 4-foot shoulders, one 4-foot median and a 6-foot sidewalk on the south side. |            |
| Project Milestone   | Proposed   |
| Project Study Report Approved   | 7/13/2012  |
| Begin Environmental (PA&ED) Phase   | 1/14/2013  |
| Circulate Draft Environmental Document  | 12/1/2014  |
| Draft Project Report  | 11/27/2012 |
| End Environmental Phase (PA&ED Milestone)   | 4/14/2015  |
| Begin Design (PS&E) Phase   | 4/14/2015  |
| End Design Phase (Ready to List for Advertisement Milestone)  | 12/10/2024 |
| Begin Right of Way Phase  | 9/19/2019  |
| End Right of Way Phase (Right of Way Certification Milestone)   | 10/14/2024 |
| Begin Construction Phase (Contract Award Milestone)   | 3/3/2025   |
| End Construction Phase (Construction Contract Acceptance Milestone)   | 11/23/2026 |
| Begin Closeout Phase  | 11/24/2026 |
| End Closeout Phase (Closeout Report)  | 6/24/2027  |

## ATTACHMENT B

### ROCK SPRINGS BRIDGE OVER MOJAVE RIVER PROJECT

#### Revised Summary of Estimated Costs

| Phase        | Total Cost          | Federal Highway Bridge Program (HBP) Funds | SBCTA Funds (1)    | COUNTY Funds       |
|--------------|---------------------|--|--------------------|--------------------|
| PA/ED        | \$1,654,404         | \$0  | \$0                | \$1,654,404        |
| PS&E         | \$950,000           | \$0  | \$406,600          | \$543,400          |
| ROW          | \$1,600,000         | \$690,534                                  | \$389,251          | \$520,215          |
| Construction | \$23,059,000        | \$15,620,000                               | \$3,183,892        | \$4,255,108        |
| <b>TOTAL</b> | <b>\$27,263,404</b> | <b>\$16,310,534</b>                        | <b>\$3,979,743</b> | <b>\$6,973,127</b> |

#### **Additional Notes:**

1. SBCTA's Share can be from sources under control of SBCTA including but not limited to Measure I Major Local Highways Program (MLHP), State Transportation Improvement Program (STIP), Surface Transportation Program (STP), or other funds without necessitating an amendment of this Agreement. SBCTA shall provide COUNTY written notice of any change in source of funds.
2. SBCTA and COUNTY contributions include PROJECT costs not eligible for federal reimbursement under the HBP program. Non-participating costs include construction of a median strip and road approaches to the bridge beyond 200 feet.

## ***Minute Action***

AGENDA ITEM: 26

***Date:*** December 6, 2023

***Subject:***

State Legislative Update

***Recommendation:***

Receive and file the November 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 November 8, 2023, on the conclusion of the 2023 State legislative session, results of legislation of interest to SBCTA/SBCOG and the most recent revenue projections for the 2023/2024 fiscal year.

**End of Legislative Session**

The Legislature concluded the first of the current two-year session on Thursday, September 14th. The Legislature sent a total of 1,326 bills to Governor Newsom (Governor) for consideration. The Governor had until October 14, 2023, to sign or veto all the pending legislation on his desk. He issued his final legislative update on Friday, October 13, 2023, a day ahead of the deadline. Ultimately, the Governor vetoed 156 bills and signed 1170 bills.

The Legislature will reconvene the regular session on January 3, 2024. At which point, legislators will immediately begin to work on bills that stalled this year. These two-year measures must clear their house of origin by January 31, 2024. Given this deadline, policy hearings are anticipated in early January 2024, and staff is currently busy working on this legislation.

According to the October 2023 Department of Finance's monthly bulletin, the state collected \$796 million, or 5.7 percent, above the forecast of \$13.974 billion in September largely due to Pass-Through Entity Elective Tax (PTET) payments exceeding the forecast by \$918 million for the month. Receipts for the first three months of the 2023-24 fiscal year were \$879 million, or 2.4 percent, above the forecast of \$35.881 billion. General Fund agency cash receipts for the entire 2022-23 fiscal year were \$980 million above the 2023-24 Budget Act forecast of \$167.627 billion.

Attachment A contains a list of legislative bills that the San Bernardino County Transportation Authority (SBCTA)/San Bernardino Associated Governments (SBCOG) have taken a position on. Attachment B reflects bills of interest to SBCTA and SBCOG.

***Financial Impact:***

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

***Reviewed By:***

This item was received by the Legislative Policy Committee on November 8, 2023.

***Responsible Staff:***

Otis Greer, Director of Legislative and Public Affairs

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

Board of Directors Agenda Item  
December 6, 2023  
Page 2

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Approved  
Board of Directors  
Date: December 6, 2023

Witnessed By:

San Bernardino Council of Governments  
San Bernardino County Transportation Authority



**SAN BERNARDINO COUNTY**  
**TRANSPORTATION AUTHORITY (SBCTA) / COUNCIL OF GOVERNMENTS (SBCOG)**  
**LEGISLATIVE BILL POSITIONS - November 2023**

**ATTACHMENT A**

| Legislation / Author | Description  | Bill Status  | Position | Date Position Adopted |
|----------------------|--|--|----------|-----------------------|
| AB 400 (Rubio)       | Would remove the sunset date on the use of the design-build procurement process by local agencies on specified infrastructure projects.  | Signed by the Governor. (9/22/23)                          | Support  | 4/12/2023             |
| SB 617 (Newman)      | Would allow transportation agencies the use of the progressive design-build procurement process on capital projects.   | Signed by the Governor. (10/4/23)                          | Support  | 4/12/2023             |
| SB 706 (Caballero)   | Would allow local agencies, such as cities, counties and special districts, the use of the progressive design-build procurement process on non-water related public works projects in excess of \$5 million.   | Signed by the Governor. (10/8/23)                          | Support  | 4/12/2023             |
| AB 6 (Friedman)      | Would require the California Air Resources Board to establish additional greenhouse gas emissions targets for 2035 and 2045, as well as imposing new requirements on Metropolitan Planning Organizations, such as the Southern California Association of Governments, regarding technical methodology in developing their Regional Transportation Plan and Sustainable Community Strategy. | Failed Policy Committee deadline, two-year bill. (7/14/23) | Oppose   | 6/14/2023             |

Attachment: Bill position matrix 11-23 (10115 : State Legislative Update)

**SAN BERNARDINO COUNTY**  
**TRANSPORTATION AUTHORITY (SBCTA) / COUNCIL OF GOVERNMENTS (SBCOG)**  
**LEGISLATIVE BILL POSITIONS - November 2023**

| Legislation / Author | Description  | Bill Status  | Position | Date Position Adopted |
|----------------------|--|--|----------|-----------------------|
| AB 7 (Friedman)      | Would require the project selection process for transportation infrastructure projects funded by certain state transportation accounts to incorporate federal principles that promote accessibility, climate change, the environment, resilience, safety, timeliness, among other principles | Filed to be voted upon on Senate Floor, two-year bill. (9/14/23) | Oppose   | 6/14/2023             |

## Status Report

Thursday, October 26, 2023

## ATTACHMENT B

**AB 6 Friedman D ( Dist. 44) Transportation planning: regional transportation plans: Solutions for Congested Corridors Program: reduction of greenhouse gas emissions.****Location:** SENATE 2 YEAR

| 2Year<br>Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf.<br>Conc. | Enrolled | Vetoed | Chaptered |
|---------------|-----------|--------|--------|-------|-----------|--------|--------|-------|----------------|----------|--------|-----------|
|               | 1st House |        |        |       | 2nd House |        |        |       |                |          |        |           |

Current law requires that each regional transportation plan also include a sustainable communities strategy prepared by each metropolitan planning organization in order to, among other things, achieve certain targets established by the State Air Resources Board for the reduction of greenhouse gas emissions from automobiles and light trucks in the region for 2020 and 2035, respectively. This bill would require the state board, after January 1, 2024, and not later than September 30, 2026, to establish additional targets for 2035 and 2045, respectively, as specified.

**Position:** Oppose**AB 7 Friedman D ( Dist. 44) Transportation: planning: project selection processes.****Location:** SENATE 2 YEAR

| 2Year<br>Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf.<br>Conc. | Enrolled | Vetoed | Chaptered |
|---------------|-----------|--------|--------|-------|-----------|--------|--------|-------|----------------|----------|--------|-----------|
|               | 1st House |        |        |       | 2nd House |        |        |       |                |          |        |           |

The Transportation Agency is under the supervision of the Secretary of Transportation, who has the power of general supervision over each department within the agency. The secretary, among other duties, is charged with developing and reporting to the Governor on legislative, budgetary, and administrative programs to accomplish coordinated planning and policy formulation in matters of public interest, including transportation projects. On and after January 1, 2025, and to the extent applicable, feasible, and cost effective, this bill would require the agency, the Department of Transportation, and the California Transportation Commission to incorporate specified goals into program funding guidelines and processes.

**Position:** Oppose**AB 9 Muratsuchi D ( Dist. 66) Greenhouse gases: market-based compliance mechanism.****Location:** ASSEMBLY 2 YEAR

| 2Year<br>Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf.<br>Conc. | Enrolled | Vetoed | Chaptered |
|---------------|-----------|--------|--------|-------|-----------|--------|--------|-------|----------------|----------|--------|-----------|
|               | 1st House |        |        |       | 2nd House |        |        |       |                |          |        |           |

The California Global Warming Solutions Act of 2006 authorizes the State Air Resources Board to include the use of market-based compliance mechanisms in regulating greenhouse gas emissions. The act requires the state board to prepare and approve a scoping plan for achieving the maximum technologically feasible and cost-effective reductions in greenhouse gas emissions and to update the scoping plan at least once every 5 years. This bill would require the state board to initiate a regulatory process to evaluate potential updates to the market-based compliance mechanism, and would require regulatory changes to take effect no later than January 1, 2025. The bill would require the evaluation to focus on specified items, including whether the supply of emission allowances and carbon offsets are consistent with a linear trajectory toward the statewide greenhouse gas emissions reduction goal established in the state board's most recent scoping plan, rules for banking allowances to use for future compliance and recommendations made by the Independent Emissions Market Advisory Committee and the state board's environmental justice advisory committee. The bill would require the state board, beginning January 1, 2028, and subsequently on a triennial basis, as specified, and in consultation with the Independent Emissions Market Advisory Committee and the environmental justice advisory committee, to conduct an evaluation of the market-based compliance mechanism, as provided.

**Position:** Watch**AB 11 Jackson D ( Dist. 60) Milton Marks "Little Hoover" Commission on California State Government**

**Location:** ASSEMBLY 2 YEAR

|            |           |        |        |       |           |        |        |       |             |          |        |           |
|------------|-----------|--------|--------|-------|-----------|--------|--------|-------|-------------|----------|--------|-----------|
| 2Year Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
|            | 1st House |        |        |       | 2nd House |        |        |       |             |          |        |           |

Current law 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 making the 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 TRANS.

|            |           |        |        |       |           |        |        |       |             |          |        |           |
|------------|-----------|--------|--------|-------|-----------|--------|--------|-------|-------------|----------|--------|-----------|
| 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 used 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 2 YEAR

|            |           |        |        |       |           |        |        |       |             |          |        |           |
|------------|-----------|--------|--------|-------|-----------|--------|--------|-------|-------------|----------|--------|-----------|
| 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 2 YEAR

|            |           |        |        |       |           |        |        |       |             |          |        |   |      |
|------------|-----------|--------|--------|-------|-----------|--------|--------|-------|-------------|----------|--------|---|------|
| 2Year Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | C | 26.b |
|            | 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 TRANS.

|            |           |        |        |       |           |        |        |       |             |          |        |           |
|------------|-----------|--------|--------|-------|-----------|--------|--------|-------|-------------|----------|--------|-----------|
| 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.

**AB 68 Ward D ( Dist. 78) Land use: streamlined housing approvals: density, subdivision, and utility approvals.**

**Location:** ASSEMBLY 2 YEAR

| 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 2 YEAR

| 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 r  
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 CHAPTERED

| 2Year Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
|------------|-----------|--------|--------|-------|-----------|--------|--------|-------|-------------|----------|--------|-----------|
|            | 1st House |        |        |       | 2nd House |        |        |       |             |          |        |           |

Would require a public transit employer, at least 10 months before beginning a procurement process to acquire or deploy any autonomous transit vehicle technology for public transit services that would eliminate job functions or jobs of a workforce, to provide written notice to the exclusive employee representative of the workforce affected by the autonomous transit vehicle technology of its determination to begin that procurement process. The bill would require the public transit employer and exclusive employee representative, upon written request by the exclusive employee representative, to commence collective bargaining within a specified time period on certain subjects, including creating plans to train and prepare the affected workforce to fill new positions created by the autonomous transit vehicle technology. The bill would vest the Public Employment Relations Board (PERB) with jurisdiction to process unfair practice charges alleging violations of these provisions, but only as to transit district employers where PERB has jurisdiction to process unfair practice charges. Should an employee organization file an unfair practice charge with PERB, the bill would require PERB's powers and duties to apply, as appropriate, and would require PERB's regulations to apply. The bill would authorize PERB to make additional emergency regulations, as specified.

**AB 241 Reyes D ( Dist. 50) Vehicular air pollution: Clean Transportation Program: vehicle registration and identification plate service fees: smog abatement fee: extension.**

**Location:** ASSEMBLY INACTIVE FILE

| 2Year Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
|------------|-----------|--------|--------|-------|-----------|--------|--------|-------|-------------|----------|--------|-----------|
|            | 1st House |        |        |       | 2nd House |        |        |       |             |          |        |           |

Current law, until January 1, 2024, increases the smog abatement fee on certain vehicles by a specified amount and requires the revenues generated by the increase to be deposited in the Air Quality Improvement Fund and the Alternative and Renewable Fuel and Vehicle Technology Fund. Current law, until January 1, 2024, increases vehicle registration fees and certain service fees for identification plates by specified amounts. Current law requires the revenue generated by the increase in those fees to be deposited in the Alternative and Renewable Fuel and Vehicle Technology Fund and either the Air Quality Improvement Fund or the Enhanced Fleet Modernization Subaccount, as provided. This bill would extend the increases in those charges to July 1, 2035.

**AB 250 Rodriguez D ( Dist. 53) State highways: State Route 83: reduction.**

**Location:** ASSEMBLY CHAPTERED

| 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 2 YEAR



|            |           |        |        |       |           |        |        |       |             |          |        |           |      |
|------------|-----------|--------|--------|-------|-----------|--------|--------|-------|-------------|----------|--------|-----------|------|
| 2Year Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered | 26.b |
|            | 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:** SENATE 2 YEAR

| 2Year Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
|------------|-----------|--------|--------|-------|-----------|--------|--------|-------|-------------|----------|--------|-----------|
|            | 1st House |        |        |       | 2nd House |        |        |       |             |          |        |           |

Would require the Department of Transportation to expedite roadside maintenance for specified projects related to roadside maintenance and the removal and clearing of material, as provided. The bill would also authorize local governmental entities, fire protection districts, fire safe councils, and tribal entities to notify the department of those projects related to roadside maintenance and the removal and clearing of material that have not been completed in an efficient and timely manner if the continued failure to complete these projects poses a clear and imminent danger, as provided. The bill would require the Division of Maintenance to begin the maintenance project within 90 days of being notified.

**AB 316 Aguiar-Curry D ( Dist. 4) Vehicles: autonomous vehicles.**

**Location:** ASSEMBLY VETOED

| 2Year Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
|------------|-----------|--------|--------|-------|-----------|--------|--------|-------|-------------|----------|--------|-----------|
|            | 1st House |        |        |       | 2nd House |        |        |       |             |          |        |           |

Would require a manufacturer of an autonomous vehicle to report to the Department of Motor Vehicles a collision on a public road that involved one of its autonomous vehicles with a gross vehicle weight of 10,001 pounds or more that is operating under a testing permit that resulted in damage of property, bodily injury, or death within 10 days of the collision.

**AB 340 Fong, Vince R ( Dist. 32) California Environmental Quality Act: grounds for noncompliance.**

**Location:** ASSEMBLY 2 YEAR

| 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) Sacramento Regional Transit District: board of directors: membership.**

**Location:** ASSEMBLY CHAPTERED

|            |      |        |        |       |           |        |        |       |             |          |        |           |      |
|------------|------|--------|--------|-------|-----------|--------|--------|-------|-------------|----------|--------|-----------|------|
| 2Year Dead | Desk | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered | 26.b |
| 1st House  |      |        |        |       | 2nd House |        |        |       |             |          |        |           |      |

Current law authorizes the formation of the Sacramento Regional Transit District with various powers and duties with respect to transportation planning, programming, construction, and operations. Current law vests the government of the district in a board of directors and prescribes procedures for increasing the number of members of the board of directors, including authorizing each member entity to make one appointment to the board, as specified. This bill would authorize the City of Elk Grove to instead appoint 2 members to the board, as specified.

**AB 382 Cervantes D ( Dist. 58) High-occupancy vehicle lanes: County of Riverside.**

**Location:** SENATE 2 YEAR

|            |      |        |        |       |           |        |        |       |             |          |        |           |
|------------|------|--------|--------|-------|-----------|--------|--------|-------|-------------|----------|--------|-----------|
| 2Year Dead | Desk | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
| 1st House  |      |        |        |       | 2nd House |        |        |       |             |          |        |           |

Current law authorizes a regional transportation agency, in cooperation with the Department of Transportation, to apply to the California Transportation Commission to develop and operate high-occupancy toll (HOT) lanes, including administration and operation of a value pricing program and exclusive or preferential lane facilities for public transit. Current law authorizes a value pricing and transit program involving HOT lanes to be developed and 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 CHAPTERED

|            |      |        |        |       |           |        |        |       |             |          |        |           |
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| 2Year Dead | Desk | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
| 1st House  |      |        |        |       | 2nd House |        |        |       |             |          |        |           |

Current law authorizes a local agency, as defined, with approval of its governing body, to procure design-build contracts for public works projects in excess of \$1,000,000, awarding the contract either to the lowest bid or the best value. "Local agency" is defined, in part, for this purpose to include specified local and regional agencies responsible for the construction of transit projects, including any joint powers authority formed to provide transit service. 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 delete from the definition of "local agency" any joint powers authority formed to provide transit services, and would instead expand that definition to include any joint powers authority responsible for the construction of transit projects, thereby authorizing additional joint powers authorities to use the above-described design-build procurement process. The bill would extend the repeal date to January 1, 2031.

**Position:** Support

**AB 411 Bennett D ( Dist. 38) California Recreational Trails and Greenways Act.**

**Location:** ASSEMBLY 2 YEAR

|            |      |        |        |       |           |        |        |       |             |          |        |           |
|------------|------|--------|--------|-------|-----------|--------|--------|-------|-------------|----------|--------|-----------|
| 2Year Dead | Desk | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
| 1st House  |      |        |        |       | 2nd House |        |        |       |             |          |        |           |

Would require the Department of 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 CHAPTERED

| 2Year Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
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|            | 1st House |        |        |       | 2nd House |        |        |       |             |          |        |           |

Would prohibit the stopping, standing, or parking of a vehicle within 20 feet of the vehicle approach side of any unmarked or marked crosswalk or 15 feet of any crosswalk where a curb extension is present, as specified. The bill would, prior to January 1, 2025, authorize jurisdictions to only issue a warning for a violation, and would prohibit them from issuing a citation for a violation, unless the violation occurs in an area marked using paint or a sign.

**AB 463 Hart D ( Dist. 37) Electricity: prioritization of service: public transit vehicles.**

**Location:** ASSEMBLY 2 YEAR

| 2Year Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
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|            | 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 CHAPTERED

| 2Year Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
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|            | 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. Under current law, if the local agency receives a notice of interest, the local agency is required to engage in good faith negotiations with the entity desiring to purchase or lease the surplus land. This bill would define the term “dispose” to mean the sale of the surplus property or a lease of any surplus property entered into on or after January 1, 2024, for a term longer than 15

years, including renewal options, as specified. The bill would provide that “dispose” does not include enter lease for surplus land on which no development or demolition will occur, regardless of the term of the lease.

**AB 557 Hart D ( Dist. 37) Open meetings: local agencies: teleconferences.**

**Location:** ASSEMBLY CHAPTERED

| 2Year Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
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|            | 1st House |        |        |       | 2nd House |        |        |       |             |          |        |           |

The Ralph M. Brown Act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency’s jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. Current law, until January 1, 2024, authorizes the legislative body of a local agency to use teleconferencing without complying with those specified teleconferencing requirements in specified circumstances when a declared state of emergency is in effect. Those circumstances are that (1) state or local officials have imposed or recommended measures to promote social distancing, (2) the legislative body is meeting for the purpose of determining whether, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees, or (3) the legislative body has previously made that determination. 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. This bill would revise the authority of a legislative body to hold a teleconference meeting under those abbreviated teleconferencing procedures when a declared state of emergency is in effect.

**AB 591 Gabriel D ( Dist. 46) Electric vehicle service equipment: connectors and public accessibility.**

**Location:** SENATE 2 YEAR

| 2Year Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
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|            | 1st House |        |        |       | 2nd House |        |        |       |             |          |        |           |

Would require that any electric vehicle service equipment that is capable of charging a light-duty electric vehicle and is installed or substantially retrofitted, as defined, except for private use at a single-family residence or multifamily residence, include a universal connector, as defined, and be publicly accessible. The bill would require an owner or operator of CHAdeMO electric vehicle service equipment, as defined, that is in operation on January 1, 2024, except where it is located at a single-family residence or multifamily residence and is only for private use, to maintain the CHAdeMO electric vehicle service equipment in good working condition until at least January 1, 2029.

**AB 610 Holden D ( Dist. 41) Youth Transit Pass Pilot Program: free youth transit passes.**

**Location:** SENATE 2 YEAR

| 2Year Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
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|            | 1st House |        |        |       | 2nd House |        |        |       |             |          |        |           |

Current law declares that the fostering, continuance, and development of public transportation systems are a matter of state concern. Current law authorizes the Department of Transportation to administer various programs and allocates moneys for various public transportation purposes. Upon the appropriation of moneys by the Legislature, this bill would create the Youth Transit Pass Pilot Program, administered by the department, for purposes of awarding grants to transit agencies for the costs of creating, designing, developing, advertising, distributing, and implementing free youth transit passes to persons attending certain educational institutions, providing free transit service to holders of those passes, and administering and participating in the program, as specified. The bill would authorize a transit agency to submit a grant application in partnership with one or more educational institutions and

would also authorize grant funds to be used to maintain, subsidize, or expand an existing fare-free program 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.

**AB 627 Jackson D ( Dist. 60) Heavy-duty trucks: grant program: operating requirements.**

**Location:** ASSEMBLY 2 YEAR

| 2Year Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
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|            | 1st House |        |        |       | 2nd House |        |        |       |             |          |        |           |

Would, commencing on January 1, 2035, and except as specifically exempted, prohibit the operation of a heavy-duty diesel-fueled vehicle, as defined, within the city limits of any city identified by the State Air Resources Board as containing a disadvantaged community and meeting specified air pollution criteria with respect to diesel particulate matter, as specified. A violation of this prohibition, as a provision within the Vehicle Code, would be punishable as an infraction. By expanding the scope of an existing crime, the bill would impose a state-mandated local program.

**Position:** Watch

**AB 673 Bennett D ( Dist. 38) Hydrogen-fueling stations: preference.**

**Location:** ASSEMBLY 2 YEAR

| 2Year Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
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|            | 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 CHAPTERED

| 2Year Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
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|            | 1st House |        |        |       | 2nd House |        |        |       |             |          |        |           |

Would require the California Transportation Commission to convene relevant state agencies to assess the procurement and implementation of data, modeling, and analytic software tools to support the state's sustainable transportation, congestion management, affordable housing, efficient land use, air quality, economic, and climate change strategies and goals, as provided. On or before July 1, 2025, the bill would require the commission to develop a proposal to procure data, modeling, and analytic software tools and a process to grant access to the data it procures directly, or provide a process for direct allocation of funding to agencies for data procurement, or both of those, as provided.

**AB 756 Papan D ( Dist. 21) Department of Transportation: contaminated stormwater runoff: salmon and steelhead trout bearing surface waters.**

**Location:** ASSEMBLY 2 YEAR

| 2Year Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
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|            | 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) Local finance: enhanced infrastructure financing districts.**

**Location:** SENATE RLS.

| 2Year Dead | Desk | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
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| 1st House  |      |        |        |       | 2nd House |        |        |       |             |          |        |           |

Current law authorizes the legislative body of a city or a county to designate a proposed enhanced infrastructure financing district by adopting a resolution of intention to establish the proposed district which, among other things, is required to state that an enhanced infrastructure financing district is proposed and describe the boundaries of the proposed district. Current law requires the public financing authority to direct the preparation of and adopt an infrastructure financing plan consistent with the general plan and any relevant specific plan, and consisting of, among other things, a financing section. Current law requires that the financing section include a plan for financing the public facilities, a limit on the total number of dollars of taxes that may be allocated to the district pursuant to the plan, and a date, either not more than 45 years from the date on which the issuance of the bonds is approved for the plan on which the district will cease to exist, by which time all tax allocation to the district will end, or, where the district is divided into project areas, a date on which the infrastructure financing plan will cease to be in effect and all tax allocations to the district will end and a date on which the district's authority to repay indebtedness with incremental tax revenues will end, as specified. This bill, for plans proposed on or after January 1, 2024, would specify that for the purpose of development and construction of passenger rail projects in the County of Los Angeles where at least 75% of the revenue from the district is used for debt service on a federal Transportation Infrastructure Finance and Innovation Act loan, the date on which the district will cease to exist shall not be more than 75 years from the date of the issuance of bonds or approval of a loan, as specified. This bill would make legislative findings and declarations as to the necessity of a special statute for specified districts enacted primarily for the purpose of development and construction of zero-emission mass transit projects.

**Position:** Watch

**AB 776 Holden D ( Dist. 41) Route 210.**

**Location:** ASSEMBLY CHAPTERED

| 2Year Dead | Desk | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
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| 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 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 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 require the department to erect those signs and other appropriate markers at the appropriate locations on Route 210, as part of the department's regularly scheduled replacement, modification, and maintenance of highway signs. 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 2 YEAR

| 2Year Dead | Desk | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
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| 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 2 YEAR

| 2Year<br>Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf.<br>Conc. | Enrolled | Vetoed | Chaptered |
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|               | 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:** SENATE 2 YEAR

| 2Year<br>Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf.<br>Conc. | Enrolled | Vetoed | Chaptered |
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|               | 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 CHAPTERED

| 2Year<br>Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf.<br>Conc. | Enrolled | Vetoed | Chaptered |
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|               | 1st House |        |        |       | 2nd House |        |        |       |                |          |        |           |

Current law requires the owner or operator of a toll facility, upon the request of the local emergency service provider, to enter into an agreement for the use of a toll facility. This bill would clarify that the owner or operator of a toll facility is required to enter into an agreement for the use of a toll facility upon the request of a private or public local emergency service provider.

**AB 930 Friedman D ( Dist. 44) Local government: Reinvestment in Infrastructure for a Sustainable and Equitable California (RISE) districts.**

**Location:** ASSEMBLY 2 YEAR

| 2Year Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
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Current law authorizes certain local agencies to form a community revitalization authority within a community revitalization and investment area, as defined, and authorizes an authority to, among other things, provide for low- and moderate-income housing and issue bonds, as provided. Current law authorizes a community revitalization and investment plan to provide for the division of taxes within the plan area. This bill would authorize the legislative bodies of 2 or more cities or counties to jointly form a Reinvestment in Infrastructure for a Sustainable and Equitable California district (RISE district) in accordance with specified procedures. The bill would authorize a special district to join a RISE district, by resolution, as specified.

**AB 980 Friedman D ( Dist. 44) Active Transportation Program: report.**

**Location:** ASSEMBLY 2 YEAR

| 2Year Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
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|            | 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 2 YEAR

| 2Year Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
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|            | 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) Qualifying logistics use projects.**

**Location:** ASSEMBLY 2 YEAR

| 2Year Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
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|            | 1st House |        |        |       | 2nd House |        |        |       |             |          |        |           |

The Planning and Zoning Law sets forth various requirements relating to the review of development project permit applications and the issuance of development permits for specified classes of development projects. This bill would prohibit a local agency from approving the development or expansion of any qualifying logistics use, as defined, within 1,000 feet of sensitive receptors, as defined, except as provided. The bill would authorize a local agency to approve the development or expansion of a qualifying logistics use greater than 750 feet from a sensitive receptor and within 1,000 feet of a sensitive receptor only if the local agency takes certain actions, including, among other

things, conducting a cumulative analysis of the air quality impacts of the warehouse development project, as specified. The bill would require a local agency, upon receipt of an application for a warehouse development project, to take certain actions, including posting information on its internet website that is easily accessible and easily understandable by the public, as specified. The bill would require the lead agency to conduct at least one scoping meeting at a location within one mile of the project site, except as provided.

**Position:** Watch

**AB 1008 Bauer-Kahan D ( Dist. 16) The Western Joshua Tree Conservation Act.**

**Location:** SENATE 2 YEAR

| 2Year Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
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|            | 1st House |        |        |       | 2nd House |        |        |       |             |          |        |           |

The California Endangered Species Act requires the Fish and Game Commission (commission) to establish a list of endangered species and a list of threatened species and to add or remove species from either list if it finds, upon the receipt of sufficient scientific information, as specified, that the action is warranted. The act prohibits the taking of an endangered or threatened species, except in certain situations. Under the act, the Department of Fish and Wildlife may authorize the taking of listed species pursuant to an incidental take permit if the taking is incidental to an otherwise lawful activity, the impacts are minimized and fully mitigated, and the issuance of the permit would not jeopardize the continued existence of the species. A violation of the provisions of the Fish and Game Code is a crime. This bill, the Western Joshua Tree Conservation Act, would prohibit any person or public agency from importing into the state, exporting out of the state, or taking, possessing, purchasing, or selling within the state, a western Joshua tree or any part or product of the tree, except as provided pursuant to existing law or by paying a specified fee.

**Position:** Watch

**AB 1052 McCarty D ( Dist. 6) Sacramento Regional Transit District: taxes.**

**Location:** ASSEMBLY CHAPTERED

| 2Year Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
|------------|-----------|--------|--------|-------|-----------|--------|--------|-------|-------------|----------|--------|-----------|
|            | 1st House |        |        |       | 2nd House |        |        |       |             |          |        |           |

Current law, 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. 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:** SENATE 2 YEAR

| 2Year<br>Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf.<br>Conc. | Enrolled | Vetoed | Chaptered |
|---------------|-----------|--------|--------|-------|-----------|--------|--------|-------|----------------|----------|--------|-----------|
|               | 1st House |        |        |       | 2nd House |        |        |       |                |          |        |           |

The Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act governs local emergency medical services (EMS) systems and authorizes each county to develop an EMS program and designate a local EMS agency. Current law requires a county to enter into a written agreement with a city or fire district that contracted for or provided prehospital EMS as of June 1, 1980. Current law requires, until that written agreement is reached, prehospital EMS to be continued at not less than the existing level and the administration of prehospital EMS by cities and fire districts contracting for or providing those services as of June 1, 1980, to be

retained by those cities and fire districts. This bill would require a city to be treated as if it had retained its a regarding, and the administration of, prehospital EMS if specified requirements are met.

**AB 1176 Zbur D ( Dist. 51) General plans: Local Electrification Planning Act.**

**Location:** SENATE 2 YEAR

| 2Year Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
|------------|-----------|--------|--------|-------|-----------|--------|--------|-------|-------------|----------|--------|-----------|
|            | 1st House |        |        |       | 2nd House |        |        |       |             |          |        |           |

The Planning and Zoning Law requires a city or county to adopt a comprehensive general plan for the city's or county's physical development that includes various elements, including, among others, a land use element that designates the proposed general distribution and general location and extent of the uses of the land in specified categories, and a circulation element that identifies the location and extent of existing and proposed major thoroughfares, transportation routes, terminals, any military airports and ports, and other local public utilities and facilities, as specified. This bill, the Local Electrification Planning Act, would require a city, county, or city and county to prepare and adopt a specified plan, or otherwise integrate a plan into the general plan, that, among other things, identifies opportunities to expand electric vehicle charging to meet the needs of the city's, county's, or city and county's current and future visitors, residents, and businesses, and includes policies and implementation measures that address the needs of disadvantaged communities, low-income households, and small businesses for investments in zero-emission technologies that directly benefit these groups, as specified.

**Position:** Watch

**AB 1333 Ward D ( Dist. 78) Residential real property: bundled sales.**

**Location:** ASSEMBLY 2 YEAR

| 2Year<br>Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf.<br>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 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:** SENATE 2 YEAR

| 2Year<br>Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf.<br>Conc. | Enrolled | Vetoed | Chaptered |
|---------------|-----------|--------|--------|-------|-----------|--------|--------|-------|----------------|----------|--------|-----------|
|               | 1st House |        |        |       | 2nd House |        |        |       |                |          |        |           |

Current law requires specified designated transportation planning agencies to prepare and adopt a regional transportation plan directed at achieving a coordinated and balanced regional transportation system, as described. Current law requires the plan to include specified information, including a sustainable communities strategy prepared by each metropolitan planning organization, and requires each transportation planning agency to adopt and submit, every 4 years, an updated plan to the California Transportation Commission and the Department of Transportation. Current law requires the sustainable communities strategy to include specified information, including an identification of areas within the region sufficient to house all the population of the region over the course of the planning period of the regional transportation plan, as specified, and an identification of areas within the region sufficient to house an 8-

year projection of the regional housing need for the region, as specified. This bill would additionally require metropolitan planning organization to include in the sustainable communities strategy the total number of new housing units necessary to house all the population of the region over the course of the planning period of the regional transportation plan, as specified, and the total number of new housing units necessary to house the above-described 8-year projection, as specified.

**AB 1348 Grayson D ( Dist. 15) State government: Controller: claims audits.**

**Location:** SENATE 2 YEAR

|               |           |        |        |       |           |        |        |       |                |          |        |           |
|---------------|-----------|--------|--------|-------|-----------|--------|--------|-------|----------------|----------|--------|-----------|
| 2Year<br>Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf.<br>Conc. | Enrolled | Vetoed | Chaptered |
|               | 1st House |        |        |       | 2nd House |        |        |       |                |          |        |           |

Existing law, the Government Claims Act, generally requires the presentation of all claims for money or damages against local public entities and the state. Existing law provides for the presentation of a claim for which appropriations have been made, or for which state funds are available, under that act to the Controller, in the form and manner prescribed by the general rules and regulations adopted by the Department of General Services. Existing law, with specified exceptions, prohibits the Controller from drawing a warrant for any claim until it has been audited in conformity with law and the general rules and regulations adopted by the Department of General Services governing the presentation and audit of claims. This bill would authorize the Controller to conduct, unless prohibited by the provisions of a state ballot proposition passed by the electorate, financial and compliance audits at the Controller's office deems as necessary for purposes of ensuring that any expenditures, regardless of the source or fund from which the warrants for claims are drawn, are expended in a manner consistent with the law and the voters' intent. The bill would also authorize the Controller to conduct any audits necessary to carry out their constitutional and statutory duties and responsibilities under the law. The bill would require, if an audit is conducted as specified, the Controller to provide a report with specified information from these audits to the Legislature by June 30 following the completion of the audit and would require the Controller to allow all auditees in the report a reasonable period of time to review and comment on the section of the report relating to the auditee, as described. The bill would make related legislative findings and declarations.

**AB 1385 Garcia D ( Dist. 36) Riverside County Transportation Commission: transaction and use tax.**

**Location:** ASSEMBLY CHAPTERED

| 2Year<br>Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf.<br>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 projects: priority populations.**

**Location:** ASSEMBLY 2 YEAR

| 2Year<br>Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf.<br>Conc. | Enrolled | Vetoed | Chaptered |
|---------------|-----------|--------|--------|-------|-----------|--------|--------|-------|----------------|----------|--------|-----------|
|               | 1st House |        |        |       | 2nd House |        |        |       |                |          |        |           |

Would require the agency, the Department of Transportation, and the California Transportation Commission, on or before July 1, 2025, to jointly develop and adopt criteria and an evaluation process for purposes of jointly evaluating each agency, Department of Transportation, or California Transportation Commission project, as defined to, among other things, 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, as specified. The bill would require the agency, the Department of Transportation, and the California Transportation Commission



on and after July 1, 2025, to jointly evaluate all new proposed projects by the criteria, and, on or before July 1, 2026, and annually thereafter, to jointly submit a report to the Legislature that evaluates how projects funded during the prior year impacted priority populations, as specified.

**Position: Watch**

**AB 1550 Bennett D ( Dist. 38) Green hydrogen.**

**Location: ASSEMBLY 2 YEAR**

|            |           |        |        |       |           |        |        |       |             |          |        |           |
|------------|-----------|--------|--------|-------|-----------|--------|--------|-------|-------------|----------|--------|-----------|
| 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, 2045, that all hydrogen produced and used in California for the generation of electricity or fueling of vehicles be green hydrogen, as defined, in furtherance of the state's policy to achieve net zero greenhouse gas emissions as soon as possible, but no later than 2045. The bill would require the State Air Resources Board, in consultation with the Public Utilities Commission and the State Energy Resources Conservation and Development Commission, to develop interim targets to ensure the state achieves that requirement. Because a violation of a state board regulation implementing this requirement would be a crime, the bill would impose a state-mandated local program.

**AB 1609 Garcia D ( Dist. 36) Air pollution: motor vehicle registration: pollution 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 requires a registration fee to be paid to the Department of Motor Vehicles for the registration of each vehicle or trailer coach of a type subject to registration under the Vehicle Code, except those vehicles that are expressly exempted from the payment of registration fees. Current law, until January 1, 2024, increases vehicle registration fees by \$3 and requires revenues from those fees to be used, upon appropriation by the Legislature, for programs to reduce air pollution from motor vehicles. This bill 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 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 vehicles.

**Position: Watch**

**AB 1626 McCarty D ( Dist. 6) Transportation electrification: fleet data.**

**Location: ASSEMBLY 2 YEAR**

|            |           |        |        |       |           |        |        |       |             |          |        |           |
|------------|-----------|--------|--------|-------|-----------|--------|--------|-------|-------------|----------|--------|-----------|
| 2Year Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
|            | 1st House |        |        |       | 2nd House |        |        |       |             |          |        |           |

Current law 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. Current 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 information that would allow relevant state agencies to estimate the total anticipated hydrogen fueling at each fleet location.

**AB 1637 Irwin D ( Dist. 42) Local government: internet websites and email addresses.**

**Location:** ASSEMBLY CHAPTERED

| 2Year Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
|------------|-----------|--------|--------|-------|-----------|--------|--------|-------|-------------|----------|--------|-----------|
|            | 1st House |        |        |       | 2nd House |        |        |       |             |          |        |           |

Would, no later than January 1, 2029, 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, 2029, 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 2 YEAR

| 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 2 YEAR

| 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 2 YEAR

| 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 hydrogen-fueling infrastructure to specifically prioritize rural communities and low-income communities. The bill would require the commission and the State Air Resources Board, except as provided, to jointly review and submit a report to the Legislature on the progress toward establishing hydrogen-fueling infrastructure that is equally accessible to all communities, especially rural communities and low-income communities.

**AB 1748 Ramos D ( Dist. 45) Logistics use projects: sensitive receptors.**

**Location:** ASSEMBLY 2 YEAR

| 2Year Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
|------------|-----------|--------|--------|-------|-----------|--------|--------|-------|-------------|----------|--------|-----------|
|            | 1st House |        |        |       | 2nd House |        |        |       |             |          |        |           |

Would prohibit the County of Riverside, the County of San Bernardino, and any of the cities, joint powers authorities, or agencies with land use authority within those counties from approving the development or expansion of any logistics use, as defined, that is adjacent to sensitive receptors, as defined, unless the local agency imposes

certain requirements, as specified, including a minimum setback on the logistics use of 300 feet if the logistics consists of 400,000 or more square feet of building space, including, but not limited to, warehouses. By imposing new requirements on local agencies, the bill would impose a state-mandated local program.

**Position: Watch**

**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.**

**Location: ASSEMBLY CHAPTERED**

|            |           |        |        |       |           |        |        |       |             |          |        |           |
|------------|-----------|--------|--------|-------|-----------|--------|--------|-------|-------------|----------|--------|-----------|
| 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, including downpayment assistance, 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, city and county, or special district, as applicable, and the proposition includes specific accountability requirements. The measure would prohibit a city, county, city and county, or special district from placing a proposition on the ballot pursuant to these provisions if the voters have previously approved a proposition pursuant to these provisions or the below special tax provisions until all funds from the previous proposition are committed to programs and projects listed in the specific local program or ordinance, as described. The measure, subject to certain vote thresholds, would authorize the Legislature to enact laws establishing additional accountability measures and laws for the downpayment assistance programs authorized by the measure, as specified.

**Position: Watch**

**ACA 13 Ward D ( Dist. 78) Voting thresholds.**

**Location: ASSEMBLY ENROLLMENT**

|            |           |        |        |       |           |        |        |       |             |          |        |           |
|------------|-----------|--------|--------|-------|-----------|--------|--------|-------|-------------|----------|--------|-----------|
| 2Year Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
|            | 1st House |        |        |       | 2nd House |        |        |       |             |          |        |           |

Would further provide that an initiative measure that includes one or more provisions that would amend the Constitution to increase the voter approval requirement to adopt any state or local measure would be approved by the voters only if the proportion of votes cast in favor of the initiative measure is equal to or greater than the highest voter approval requirement that the initiative measure would impose. The measure would specify that this voter approval requirement would apply to statewide initiative measures that appear on the ballot on or after January 1, 2024. This bill contains other related provisions and other existing laws.

**Position: Watch**

**SB 4 Wiener D ( Dist. 11) Planning and zoning: housing development: higher education institutions and religious institutions.**

**Location: SENATE CHAPTERED**

|            |           |        |        |       |           |        |        |       |             |          |        |           |      |
|------------|-----------|--------|--------|-------|-----------|--------|--------|-------|-------------|----------|--------|-----------|------|
| 2Year Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered | 26.b |
|            | 1st House |        |        |       | 2nd House |        |        |       |             |          |        |           |      |

Current law, 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 maximum rent that may be charged to a tenant for a project unit constructed using low-income housing tax credits. The bill would define various terms for these purposes. Among other things, the bill would require that 100% of the units, exclusive of manager units, in a housing development project eligible for approval as a use by right under these provisions be affordable to lower income households, except that 20% of the units may be for moderate-income households, and 5% of the units may be for staff of the independent institution of higher education or the religious institution that owns the land, provided that the units affordable to lower income households are offered at affordable rent, as set in an amount consistent with the rent limits established by the California Tax Credit Allocation Committee, or affordable housing cost, as specified. The bill would authorize the development to include ancillary uses on the ground floor of the development, as specified.

**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 \( Dist. 38\)](#) **The Homeless Housing Obligation Act.**

**Location:** SENATE 2 YEAR

|            |           |        |        |       |           |        |        |       |             |          |        |           |
|------------|-----------|--------|--------|-------|-----------|--------|--------|-------|-------------|----------|--------|-----------|
| 2Year Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
|            | 1st House |        |        |       | 2nd House |        |        |       |             |          |        |           |

Would, by January 1, 2030, require each city and county to provide housing opportunities, as defined, for homeless individuals within its jurisdiction, based on their most recent point-in-time count. The bill would require each city and county to develop a housing obligation plan that describes how the city or county plans to increase housing opportunities in its jurisdiction so that it can offer at least one housing opportunity to each homeless individual, as specified. In this regard, the bill would require a housing obligation plan to include, among other things, goals and plans to fulfill the city or county's housing obligation, including specific projects and completion timelines, and the city or county's progress in reducing the number of homeless individuals in its jurisdiction. The bill would require a housing obligation plan to identify steps taken by the city or county to consult with other jurisdictions to ensure that the plan is consistent with regional homelessness planning efforts. The bill would require a city or county to submit its housing obligation plan to the Department of Housing and Community Development for review and post the plan to its internet website by January 1, 2025. The bill would require a city or county to update its housing obligation plan on or before January 1 of each subsequent year.

**SB 12** [Stern D \( Dist. 27\)](#) **California Global Warming Solutions Act of 2006: emissions limit.**

**Location:** SENATE 2 YEAR

|            |           |        |        |       |           |        |        |       |             |          |        |           |
|------------|-----------|--------|--------|-------|-----------|--------|--------|-------|-------------|----------|--------|-----------|
| 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 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 CHAPTERED

| 2Year Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
|------------|-----------|--------|--------|-------|-----------|--------|--------|-------|-------------|----------|--------|-----------|
|            | 1st House |        |        |       | 2nd House |        |        |       |             |          |        |           |

The Joint Exercise of Powers Act specifically authorizes the creation of the Orange County Housing Finance Trust and the San Gabriel Valley Regional Housing Trust, both joint powers authorities, for the purpose of funding housing to assist the homeless population and persons and families of extremely low, very low, and low income within their respective regions, as specified. This bill would authorize 2 or more local agencies, as defined, to create a regional housing trust for the purpose of funding housing to assist the homeless population and persons and families of extremely low, very low, and low income within their jurisdictions by entering into a joint powers agreement pursuant to the Joint Exercise of Powers Act. The bill would also authorize a federally recognized tribal government to enter into the joint powers agreement. 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 5 directors, as specified. The bill would authorize a regional housing trust to fund the planning, construction, and acquisition 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 |
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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) Air quality programs: funding.**

**Location:** SENATE INACTIVE FILE

| 2Year Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
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Current law creates the Enhanced Fleet Modernization Program to provide compensation for the retirement and replacement of passenger vehicles and light-duty and medium-duty trucks that are high polluters. Existing law requires the Bureau of Automotive Repair to administer the program and the State Air Resources Board to adopt the guidelines for the program. Current law requires the guidelines to ensure vehicle replacement or a mobility option be an option for all motor vehicle owners and may be in addition to compensation for vehicles retired. Current law creates the Enhanced Fleet Modernization Subaccount in the High Polluter Repair or Removal Account and makes

available, upon appropriation, all moneys in the account to establish, implement, and administer the program. The bill would require the guidelines to ensure each replacement vehicle in the program be either a plug-in hybrid or zero-emission vehicle unless the state board makes a specified determination in consultation with the State Energy Resources Conservation and Development Commission, as specified.

**Position: Watch**

**SB 229 Umberg D ( Dist. 34) Surplus land: disposal of property: violations: public meeting.**

**Location: SENATE CHAPTERED**

| 2Year Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
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Would require a local agency that is disposing of surplus land and has received a notification of violation from the Department of Housing and Community Development to hold an open and public meeting 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 the time required by specified provisions. The bill would prohibit the local agency's governing body from taking final action to ratify or approve the proposed disposal of surplus land until a public meeting is held as required. The bill would exempt from its provisions a local agency that ceases to dispose of surplus land after receiving the notice of violation. By imposing new duties on local agencies, the bill would impose a state-mandated local program.

**SB 253 Wiener D ( Dist. 11) Climate Corporate Data Accountability Act.**

**Location: SENATE CHAPTERED**

| 2Year Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
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Would require the State Air Resources Board, on or before January 1, 2025, to develop and adopt regulations requiring specified 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 reporting organization, as defined, and obtain an assurance engagement on, starting in 2026 on a date to be determined by the state board, and annually thereafter, their scope 1 and scope 2 greenhouse gas emissions, as defined, and, starting in 2027 and annually thereafter, their scope 3 greenhouse gas emissions, as defined, from the reporting entity's prior fiscal year, as provided. The bill would require the state board to review during 2029, and update as necessary on or before January 1, 2030, these deadlines to evaluate trends in scope 3 emissions reporting and to consider changes to the deadlines, as provided. The bill would require a reporting entity to obtain an assurance engagement, performed by an independent third-party assurance provider, of the entity's public disclosure as provided. 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. The bill would also require the state board to ensure that the assurance process minimizes the need for reporting entities to engage multiple assurance providers and ensures sufficient assurance provider capacity, as well as timely reporting implementation, as required. The bill would further require the state board to contract with an emissions reporting organization to develop a reporting program to receive and make publicly available the required disclosures. The bill would authorize the state board, starting in 2033 and every 5 years thereafter, to assess the global greenhouse gas accounting and reporting standards and to adopt an alternative standard if it determines that using the alternative standard would more effectively further the goals of the bill.

**SB 304 Laird D ( Dist. 17) Monterey-Salinas Transit District: public contracting.**

**Location: SENATE CHAPTERED**

| 2Year Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
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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 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. The bill would also require 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 instead exceeds \$5,000 but does not exceed \$150,000.

**Position:** Watch

**SB 312 Wiener D ( Dist. 11) Land use: City and County of San Francisco.**

**Location:** SENATE RLS.

| 2Year Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
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Would state the intent of the Legislature to enact legislation to support the revitalization of the City and County of San Francisco's downtown.

**SB 405 Cortese D ( Dist. 15) Planning and zoning: housing element: inventory of sites: regional housing need.**

**Location:** SENATE 2 YEAR

| 2Year Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
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The Planning and Zoning Law requires each county and each city to adopt a comprehensive, long-term general plan for the physical development of the county or city, and specified land outside its boundaries, that includes specified mandatory elements, including a housing element. Current law also establishes a planning agency in each city and each county with the powers necessary to carry out the Planning and Zoning Law. Current law requires the housing element to include, among other things, an inventory of land suitable and available for residential development. For a housing element or amendment adopted on or after January 1, 2021, existing law requires the planning agency to submit to the Department of Housing and Community Development an electronic copy of its inventory, as specified. Existing law requires a county or city to submit each revision or amendment of its housing element to the department promptly following adoption of the revision or amendment and requires the department, within 90 days, to review the adopted housing element or amendment and report its findings to the planning agency. This bill would expand the requirement to submit an electronic copy of the above-described inventory to the department to additionally require the planning agency to submit a housing element or amendment prepared on or after January 1, 2021.

**SB 411 Portantino D ( Dist. 25) Open meetings: teleconferences: neighborhood councils.**

**Location:** SENATE CHAPTERED

| 2Year Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
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Would, until January 1, 2026, authorize an eligible legislative body to use alternate teleconferencing provisions related to notice, agenda, and public participation, as prescribed, if the city council has adopted an authorizing resolution and 2/3 of an eligible legislative body votes to use the alternate teleconferencing provisions. The bill would define "eligible legislative body" for this purpose to mean a neighborhood council that is an advisory body with the purpose to promote more citizen participation in government and make government more responsive to local needs that is established pursuant to the charter of a city with a population of more than 3,000,000 people that is subject to the act. The bill would require an eligible legislative body authorized under the bill to provide publicly accessible physical locations for public participation, as prescribed. The bill would also require that at least a quorum of the



members of the neighborhood council participate from locations within the boundaries of the city in which the neighborhood council is established. The bill would require that, at least once per year, at least a quorum of the members of the eligible legislative body participate in person from a singular physical location that is open to the public and within the boundaries of the eligible legislative body.

**Position: Watch**

**SB 493 Min D ( Dist. 37) Air pollution: alternative vehicles and electric and hydrogen infrastructure.**

**Location: SENATE VETOED**

| 2Year Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
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Current law requires the State Energy Resources Conservation and Development Commission (Energy Commission), in consultation with the State Air Resources Board (state board) and the Public Utilities Commission (PUC), to prepare a statewide assessment of fuel cell electric vehicle fueling infrastructure and fuel production needed to support the adoption of zero-emission trucks, buses, and off-road vehicles at levels necessary for the state to meet the goals and requirements of Executive Order No. N-79-20 and any state board regulatory action that requires or allows zero-emission vehicles in the heavy-duty vehicle and off-road sectors. Current law also requires the Energy Commission, working with the state board and the PUC, to prepare a statewide assessment of the electric vehicle charging infrastructure needed to support the levels of electric vehicle adoption required for the state to meet its goals of putting at least 5,000,000 zero-emission vehicles on California roads by 2030, and of reducing emissions of greenhouse gases to 40% below 1990 levels by 2030. This bill would require the assessment of the fuel cell electric vehicle fueling infrastructure and fuel production to additionally include an assessment of storage and transport facilities, and the assessment of the electric vehicle charging infrastructure to additionally include electric system infrastructure and electric generation. The bill would expand the scope of the latter assessment to include the electric vehicle charging infrastructure, electric system infrastructure, and electric generation needed for the state to meet the goals of Executive Order No. N-79-20 and any state board regulatory action that requires or allows zero-emission vehicles in the heavy-duty vehicle and off-road sectors. The bill would require both assessments to identify any barriers to the deployment of hydrogen infrastructure and any barriers to the deployment of electric infrastructure, respectively, for medium- and heavy-duty fleets and recommendations for addressing those barriers. The bill would require the Energy Commission to publish a determination regarding the adequacy of completed or planned charging or fueling sites for the 5 years following the completion of the initial statewide assessment and the findings of the electric vehicle charging infrastructure assessment, as provided.

**SB 517 Gonzalez D ( Dist. 33) Economic development: movement of freight.**

**Location: ASSEMBLY 2 YEAR**

| 2Year Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
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Current law authorizes GO-Biz to undertake various activities relating to economic development, including the provision of prescribed information. Current law requires the Transportation Agency to prepare a state freight plan that provides a comprehensive plan to govern the immediate and long-range planning activities and capital investments of the state with respect to the movement of freight. This bill would authorize GO-Biz to serve as the coordinating entity to steer the growth, competitiveness, and sustainability for freight and the supply chain across the state and to promote and assess the continued economic vitality, economic competitiveness, and sustainability of the freight sector. The bill would also authorize GO-Biz to provide freight and supply chain economic competitiveness information.

**SB 523 Laird D ( Dist. 17) Santa Cruz Metropolitan Transit District.**

**Location: SENATE 2 YEAR**

| 2Year Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
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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: multijurisdictional, cross-county agencies: teleconferences.**

**Location:** ASSEMBLY INACTIVE FILE

| 2Year Dead | Desk | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
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Current law, until January 1, 2024, authorizes the legislative body of a local agency to use alternate teleconferencing provisions during a proclaimed state of emergency or in other situations related to public health that exempt a legislative body from the general requirements (emergency provisions) and impose different requirements for notice agenda, and public participation, as prescribed. The emergency provisions specify that they do not require a legislative body to provide a physical location from which the public may attend or comment. Current law, until January 1, 2026, authorizes the legislative body of a local agency to use alternative teleconferencing in certain circumstances related to the particular member if at least a quorum of its members participate from a singular physical location that is open to the public and situated within the agency's jurisdiction and other requirements are met, including restrictions on remote participation by a member of the legislative body. These circumstances include if a member shows "just cause," including for a childcare or caregiving need of a relative that requires the member to participate remotely. This bill would expand the circumstances of "just cause" to apply to the situation in which an immunocompromised child, parent, grandparent, or other specified relative requires the member to participate remotely. The bill would authorize the legislative body of a multijurisdictional, cross-county agency, as specified, to use alternate teleconferencing provisions if the eligible legislative body has adopted an authorizing resolution, as specified. The bill would also require the legislative body to provide a record of attendance of the members of the legislative body, the number of community members in attendance in the teleconference meeting, and the number of public comments on its internet website within 10 days after a teleconference meeting, as specified. The bill would require at least a quorum of members of the legislative body to participate from one or more physical locations that are open to the public and within the boundaries of the territory over which the local agency exercises jurisdiction.

**SB 538 Portantino D ( Dist. 25) Department of Transportation: Chief Advisor on Bicycling and Active Transportation.**

**Location:** SENATE CHAPTERED

| 2Year Dead | Desk | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
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Current law establishes the Department of Transportation and provides that the Director of Transportation shall perform all duties, exercise all powers and jurisdiction, assume and discharge all responsibilities, and carry out and effect all purposes vested by law in the department, except as otherwise provided by law. This bill would require the director to appoint a Chief Advisor on Bicycling and Active Transportation, to serve as the department's primary advisor on all issues related to bicycle transportation, safety, and infrastructure, as specified.

**SB 563 Archuleta D ( Dist. 30) Air pollution control districts and air quality management districts: dependent and independent special districts: funding.**

**Location:** SENATE 2 YEAR

| 2Year Dead | Desk | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
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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. Current law also defines dependent special districts and independent special districts for purposes of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000. This bill would designate a district as a 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 |
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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: progressive design-build: local and regional agencies: transit.**

**Location:** SENATE CHAPTERED

| 2Year Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
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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 that treats, pumps, stores, or conveys water, wastewater, recycled water, advanced treated water, or supporting facilities. Current 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. Current law requires the selected entity and its general partners or joint venture members to verify specified information under penalty of perjury. Current law requires local agencies to report to the Legislature by January 1, 2028, regarding the use of the progressive design-build process, as specified. This bill, until January 1, 2029, would similarly authorize a transit district, municipal operator, consolidated agency, joint powers authority, regional transportation agency, or local or regional agency, as described, to use the progressive design-build process for up to 10 public works projects in excess of \$5,000,000 for each project.

**Position:** Support

**SB 649 Hurtado D ( Dist. 16) California Endangered Species Act: incidental take permits.**

**Location:** SENATE 2 YEAR

| 2Year Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
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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 2 YEAR

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|               | 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 2 YEAR

| 2Year Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
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Current law designates the State Air Resources Board as the state agency with the primary responsibility for the control of vehicular air pollution and the state agency charged with monitoring and regulating sources of emissions of greenhouse gases. Current law imposes various requirements related to transportation planning, including a requirement that certain transportation planning agencies prepare and adopt regional transportation plans directed at achieving a coordinated and balanced regional transportation system. Current law requires each regional transportation plan to include, among other things, a sustainable communities strategy prepared by each metropolitan planning organization, as specified, which is designed to achieve certain targets for 2020 and 2035 established by the state board for the reduction of greenhouse gas emissions from automobiles and light trucks in the region. This bill 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 light-duty vehicle miles traveled and to develop maps accordingly to display average light-duty 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.

**Position:** Watch

**SB 672 McGuire D ( Dist. 2) Residential property insurance.**

**Location:** ASSEMBLY 2 YEAR

| 2Year Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
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Current law generally regulates classes of insurance, including residential property insurance. Current law prohibits a residential property insurance policy from being issued or renewed in this state unless it complies with certain requirements. This bill would prohibit an admitted insurer that offers residential property insurance from refusing to offer or sell residential property insurance to an applicant whose property meets specified best practices for wildfire building hardening and property-level mitigation.

**SB 677 Blakespear D ( Dist. 38) Intercity rail: LOSSAN Rail Corridor.**

**Location:** SENATE CHAPTERED

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| 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, subject to approval of the Secretary of Transportation, to enter into an interagency transfer agreement under which a joint powers board assumes responsibility for administering the state-funded intercity rail service in a particular corridor, including the LOSSAN Rail Corridor.

Current law provides for the allocation of state funds by the secretary to a joint powers board under an interagency transfer agreement based on an annual business plan for the intercity rail corridor and subsequent appropriation of state funds. Existing law requires the joint powers board to submit the annual business plan to the secretary for review and recommendation by April 1 of each year. Current law requires the business plan to include, among other things, a report on the performance of the corridor service, an overall operating plan, short-term and long-term capital improvement programs, funding requirements for the upcoming fiscal year, and an action plan with specific performance goals and objectives. This bill would require the LOSSAN Rail Corridor Agency, as part of the annual business plan submitted to the secretary, to include a description of the effects of climate change on the LOSSAN corridor, to identify projects planned to increase climate resiliency on the corridor, and to discuss possible funding options for those identified projects, as specified. To the extent the bill would add 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: internet website: state highway system data and information.**

**Location:** SENATE CHAPTERED

| 2Year Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
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Current law establishes the Department of Transportation and vests the department with full possession and control of all state highways and all property and rights in property acquired for state highway purposes. Current law requires the department to improve and maintain state highways. This bill would require the department, beginning January 1, 2026, to annually prepare and make available on its internet website information and data about project on the state highway system from the prior fiscal year, as specified, and to present this information and data to the California Transportation Commission at a regularly scheduled commission meeting on or before April 1 of each year.

**SB 706 Caballero D ( Dist. 14) Public contracts: progressive design-build: local agencies.**

**Location:** SENATE CHAPTERED

| 2Year Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
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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. This bill would, until January 1, 2030, provide additional authority for cities, counties, cities and counties, or special districts to use the progressive design-build process for up to 10 public works in excess of \$5,000,000, not limited to water-related projects, excluding projects on state-owned or state-operated facilities. The bill would require information to be provided under penalty of perjury and would require similar reports due no later than December 31, 2028.

**Position:** Support

**SB 710 Durazo D ( Dist. 26) Sale of excess state highway property: State Highway Route 710 Terminus.**

**Location:** SENATE CHAPTERED

| 2Year Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
|------------|-----------|--------|--------|-------|-----------|--------|--------|-------|-------------|----------|--------|-----------|
|            | 1st House |        |        |       | 2nd House |        |        |       |             |          |        |           |

Current law, if the Department of Transportation determines that real property, or an interest in the property, acquired for highway purposes is no longer necessary for those purposes, authorizes the department to sell or exchange the property or property interest in the manner and upon terms, standards, and conditions established by the California Transportation Commission, as provided. 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 Task Force, as provided, to meet quarterly and complete and submit :



report to the Legislature on the issues of traffic and potential land use related to the State Route 710 Termini adjacent areas, as defined. The bill would repeal these provisions on January 1, 2027.

**SB 747 Caballero D ( Dist. 14) Land use: surplus land.**

**Location:** SENATE CHAPTERED

| 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. Current law defines terms for these purposes. Existing law defines “surplus land” to generally mean land owned in fee simple by a local agency for which the local agency’s governing body takes formal action in a public meeting declaring that the land is surplus and not necessary for the agency’s use. Current law defines “agency’s use” to include land that is being used, is planned to be used pursuant to a written plan adopted by the local agency’s governing board, or is disposed of to support agency work or operations. Current law excludes from “agency’s use” commercial or industrial uses or activities, or property disposed of for the sole purpose of investment or generation of revenue, unless the local agency is a district, except as specified, and the agency’s governing body takes specified actions in a public meeting. Current law excludes from these requirements the disposal of exempt surplus land by an agency of the state or any local government. Current law requires a local agency 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. Under existing law, exempt surplus land includes, among other types of land, property that is used by a district for an “agency’s use” as expressly authorized, land for specified developments, including a mixed-use development, if put out to open, competitive bid by a local agency, as specified, and surplus land that is subject to specified valid legal restrictions. This bill would define the term “dispose” for these purposes to mean the sale of the surplus property or a lease of any surplus property entered into on or after January 1, 2024, for a term longer than 15 years, including renewal options, as specified.

**SB 768 Caballero D ( Dist. 14) California Environmental Quality Act: vehicle miles traveled: statement of overriding consideration.**

**Location:** SENATE 2 YEAR

| 2Year Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
|------------|-----------|--------|--------|-------|-----------|--------|--------|-------|-------------|----------|--------|-----------|
|            | 1st House |        |        |       | 2nd House |        |        |       |             |          |        |           |

The California 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 CHAPTERED

| 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 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 CHAPTERED

| 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.

| 2Year Dead | Desk      | Policy | Fiscal | Floor | Desk      | Policy | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
|------------|-----------|--------|--------|-------|-----------|--------|--------|-------|-------------|----------|--------|-----------|
|            | 1st House |        |        |       | 2nd House |        |        |       |             |          |        |           |

The California Global Warming Solutions Act of 2006 requires the State Air Resources Board to adopt rules and regulations to achieve the maximum technologically feasible and cost-effective greenhouse gas emissions reductions to ensure that the statewide greenhouse gas emissions are reduced to at least 40% below the statewide greenhouse gas emissions limit, as defined, no later than December 31, 2030. Pursuant to the act, the state board has adopted the Low Carbon Fuel Standard regulations. The act authorizes the state board to include in its regulation of those emissions the use of market-based compliance mechanisms. Current law requires all moneys, except for fines and penalties, collected by the state board from the auction or sale of allowances as part of a market-based compliance mechanism to be deposited in the Greenhouse Gas Reduction Fund. This bill would suspend the Low Carbon Fuel Standard regulations for one year. The bill would also exempt suppliers of transportation fuels from regulations for the use of market-based compliance mechanisms for one year.

Total Measures: 96

Total Tracking Forms: 96

## ***Minute Action***

AGENDA ITEM: 27

***Date:*** December 6, 2023

***Subject:***

Federal Legislative Update

***Recommendation:***

Receive and file the November 2023 Federal Legislative Update.

***Background:***

San Bernardino County Transportation Authority Legislative Affairs staff, along with representatives from federal advocates, Potomac Partners D.C., LLC, updated the Legislative Policy Committee on November 8, 2023, regarding the election of a new Speaker of the House, appropriations process for Fiscal Year 2024 and upcoming legislative deadlines.

**House Speaker Election**

On October 3, 2023, Florida Representative Matt Gaetz made a motion to Vacate the Chair and subsequently Speaker Kevin McCarthy was removed as Speaker of the House, the first time in our nation's history.

After three weeks, and four different candidates, on October 25, 2023, Representative Mike Johnson from Louisiana was elected Speaker of the House. Speaker Johnson was elected by a vote of 220-209 along party lines.

**Fiscal Year 2024 Budget**

On September 30, 2023, the last day of Fiscal Year (FY) 2023, Congress passed a Continuing Resolution (CR) to fund the federal government through November 17, 2023, to avoid a government shutdown.

As the House was dealing with a contentious Speaker election, the House was at a standstill which prevented them from acting on any FY 2024 Appropriations bills.

Newly elected Speaker Mike Johnson has indicated that if progress is not made immediately on the 12 Appropriations bills, he would favor a second CR to fund the government through January 15, or possibly April 15, 2024.

A second CR would have additional impacts to funding moving forward. The CR would:

- Delay all FY 2024 earmarks until final appropriations bills (or if a full-year CR such as has happened before, then no earmarks). It will also allow ample time to negotiate with the Senate on adequate funding levels.
- Delay Departments and Agencies issuing Notice of Funding Opportunities (NOFO) for FY 2024 discretionary grants.

Congressman Jay Obernolte submitted a FY 2024 Appropriations request to include \$2 million for San Bernardino County Transportation Authority's US 395 Freight Mobility and Safety Project to widen the 395 through Hesperia and Victorville. The continued inaction on the FY 2024 funding bills places that request in jeopardy.

***Financial Impact:***

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

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

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***Reviewed By:***

This item was received by the Legislative Policy Committee on November 8, 2023.

***Responsible Staff:***

Otis Greer, Director of Legislative and Public Affairs

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Approved  
Board of Directors  
Date: December 6, 2023

Witnessed By:

San Bernardino Council of Governments  
San Bernardino County Transportation Authority

## ***Minute Action***

AGENDA ITEM: 28

***Date:*** December 6, 2023

***Subject:***

Board Member Appointments, Vacancies and Extension of the Housing Trust Ad Hoc Committee

***Recommendation:***

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

- A. Approve the re-appointment of Mayor John Dutrey, City of Montclair, to the Gold Line Phase II Joint Powers Authority to serve as the primary member for an additional two-year term expiring December 31, 2025.
- B. Approve the re-appointment of Council Member Alan Wapner, City of Ontario, to serve as a member of the Southern California Association of Governments (SCAG) Regional Council representing SBCTA for an additional two-year term expiring December 31, 2025.
- C. Approve an extension of the Housing Trust Ad Hoc Committee for an additional 6 months, with a term through June 30, 2024.
- D. Note the Presidential re-appointment of Mayor Frank Navarro, City of Colton; Mayor Acquanetta Warren, City of Fontana; and Mayor L. Dennis Michael, City of Rancho Cucamonga, to the SBCTA Transit Committee for additional two-year terms expiring December 31, 2025.
- E. Note the Presidential re-appointment of Mayor Acquanetta Warren, City of Fontana, and Mayor Helen Tran, City of San Bernardino, to the SCAG Community, Economic and Human Development Policy Committee for additional two-year terms expiring December 31, 2025.
- F. Note the Presidential re-appointment of Mayor Pro Tem Daniel Ramos, City of Adelanto, and Council Member Art Bishop, Town of Apple Valley, to the SCAG Energy and Environment Policy Committee for additional two-year terms expiring December 31, 2025.
- G. Note the Presidential re-appointment of Mayor John Dutrey, City of Montclair, to the SCAG Transportation Policy Committee for an additional two-year term expiring December 31, 2025.
- H. Note the vacancy for one member to serve on the SCAG Energy and Environment Policy Committee, and one member to serve on the SCAG Community, Economic and Human Development Policy Committee for two-year terms expiring December 31, 2025; and note one vacancy to serve on the SBCTA Housing Trust Ad Hoc Committee.

***Background:***

The following recommendations require San Bernardino County Transportation Authority (SBCTA) Board Approval.

**Recommendation A:** This recommendation requests approval to re-appoint Mayor John Dutrey, City of Montclair, to the Gold Line Phase II Joint Powers Authority (JPA) to serve as the primary member for an additional two-year term expiring on December 31, 2025. The Gold Line Phase II JPA is formed by the 14 cities along the Gold Line route and SBCTA.

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

It is the 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 of the Gold Line Phase II JPA receive a stipend of \$100 paid by the Gold Line Phase II JPA.

**Recommendation B:** This recommendation requests approval to re-appoint Council Member Alan Wapner, City of Ontario, to serve as a member of the Southern California Association of Governments (SCAG) Regional Council representing SBCTA for an additional two-year term expiring December 31, 2025. SBCTA, as a dues paying member of SCAG and serving as a County Transportation Commission, has a seat on the SCAG Regional Council. SCAG Regional Council members receive a \$120 stipend for attendance.

**Recommendation C:** The SBCTA Board President has the authority to designate ad hoc committees to study specific projects or matters subject to the concurrence of the Board of Directors. The nature of ad hoc committees is that they are of limited duration and should be eliminated when their purpose is fulfilled. This recommendation requests approval to extend the term of the Housing Trust Ad Hoc Committee from December 31, 2023, to June 30, 2024. This committee was established by the SBCTA Board of Directors on January 5, 2023, and is comprised of Board members appointed by the Board President. The reason for the extension request is the need for additional time to develop and execute the JPA which can only begin after the SCAG Regional Early Action Planning Grant funds have been authorized by the Board through a Memorandum of Understanding (MOU). At this time, the funds have been awarded; however, SBCOG is awaiting an MOU for execution.

The following recommendations are to keep the Board apprised of re-appointments approved under the authority of the Board President. SBCTA Policy No. 10001 authorizes the SBCTA President to make Presidential appointments to SBCTA Policy Committees and SCAG Policy Committees. The policy also states that Presidential appointments will be reported to the Board.

**Recommendation D:** This recommendation is to note the Presidential re-appointments of Mayor Frank Navarro, City of Colton; Mayor Acquanetta Warren, City of Fontana; and Mayor L. Dennis Michael, City of Rancho Cucamonga, to the SBCTA Transit Committee for additional two-year terms expiring December 31, 2025.

**Recommendation E-G:** This recommendation is to note the Presidential re-appointments of Mayor Aquanetta Warren, City of Fontana, and Mayor Helen Tran, City of San Bernardino, to the SCAG Community, Economic and Human Development Policy Committee; Mayor Pro Tem Daniel Ramos, City of Adelanto, and Council Member Art Bishop, Town of Apple Valley, to the SCAG Energy and Environment Policy Committee; and Mayor John Dutrey, City of Montclair, to the SCAG Transportation Policy Committee. Terms of these appointments expire December 31 of odd numbered years. 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.

The last recommendation is to list upcoming vacancies. Any Board Member interested in being appointed should reach out to the Clerk of the Board.

**Recommendation H:** This recommendation notes the vacancies for one member to serve on the SCAG Energy and Environment Committee and one member to serve on the SCAG Community, Economic and Human Development Committee. Terms of these appointments expire

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December 31 of odd numbered years. In addition, there is also a vacancy to serve on the SBCTA Housing Trust Ad Hoc Committee.

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.

***Financial Impact:***

This item does not have a financial impact on the Fiscal Year 2023/2024 Budget.

***Reviewed By:***

This item has not received prior policy committee or technical advisory committee review. This item is being brought straight to Board so that the full Board is apprised of the appointments, vacancies and ad hoc committee extension.

***Responsible Staff:***

Marleana Roman, Clerk of the Board

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Approved  
Board of Directors  
Date: December 6, 2023

Witnessed By:

San Bernardino Council of Governments  
San Bernardino County Transportation Authority



## ***Minute Action***

AGENDA ITEM: 29

***Date:*** December 6, 2023

***Subject:***

Amendment to the San Bernardino County Transportation Authority Administrative Code - Ordinance No. 24-002

***Recommendation:***

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

A. Consider proposed Ordinance 24-002 relating to the amendment of the SBCTA Administrative Code to incorporate Express Lanes Operations and administrative clarifications regarding references and applicability to the San Bernardino Associated Governments for consistency.

B. Make alterations, if necessary, to the proposed ordinance.

C. Approve introduction of the proposed ordinance titled:

AN ORDINANCE AMENDING THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY ADMINISTRATIVE CODE BY ADDING SECTION 1-01-035 TO TITLE 1; AMENDING SECTIONS 2-01-040, 2-10-040, 2-15-020, AND 2-20-040; AND ADDING TITLE 8 REGARDING EXPRESS LANES OPERATIONS.

D. Schedule the proposed ordinance for final adoption at the next regularly scheduled SBCTA Board of Directors meeting.

***Background:***

On June 7, 2017, the Board of Directors adopted Ordinance No. 17-001 establishing the San Bernardino County Transportation Authority (SBCTA) Administrative Code (Code). On September 6, 2023, the Board adopted Ordinance No. 24-001 amending the Code to accurately reflect SBCTA's continuing practice with regard to the Board Secretary and Treasurer. Ordinance No. 24-001 became effective on October 7, 2023.

The Interstate 10 (I-10) Corridor Freight and Express Lanes Project - Contract 1 is constructing two express lanes in each direction of I-10 from the Los Angeles County Line to approximately Interstate 15 (I-15). SBCTA sought legislation to implement value-pricing programs on the I-10 and I-15 corridors in San Bernardino County and Assembly Bill 914 was signed into law on October 9, 2015. Construction of the first phase of the value-pricing program, the I-10 Corridor Freight and Express Lanes Project - Contract 1, began in 2019. Revenue service of the express lanes is anticipated to begin in early 2024.

Prior to revenue service, staff recommends revising the Code to reflect SBCTA's operation of the SBCTA Express Lanes Program. The proposed Code revision, as reflected in proposed Ordinance 24-002, establishes administrative procedures for express lanes operations, including the collection of tolls, penalties for toll evasion, issuance of toll evasion violation notices, and collection of delinquent tolls. Proposed Ordinance 24-002 also revises references in the Code to "SBCOG" to "SANBAG," for consistency throughout the Code.

Since the Code was adopted by ordinance, any amendments to the Code must also be made by ordinance. Pursuant to the requirements of Section 2-050-030 of the SBCTA Administrative Code, proposed Ordinance No. 24-002 may not be adopted by the Board within five days of its Entity: San Bernardino County Transportation Authority

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introduction, and the ordinance shall take effect 30 days after final passage. If proposed Ordinance 24-002 is not revised after its introduction and is adopted at the January 3, 2024 Board Meeting, the ordinance will become effective February 2, 2024, 30 days after adoption.

***Financial Impact:***

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

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the I-10 and I-15 Joint Sub-Committee on November 9, 2023. SBCTA General Counsel has reviewed this item and the draft amendment to the Administrative Code.

***Responsible Staff:***

Timothy Byrne, Director of Toll Operations

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Approved  
Board of Directors  
Date: December 6, 2023

Witnessed By:

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San Bernardino County Transportation Authority

## SBCTA ORDINANCE NO. 24-002

### AN ORDINANCE AMENDING THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY ADMINISTRATIVE CODE BY ADDING SECTION 1-01-035 TO TITLE 1; AMENDING SECTIONS 2-01- 040, 2-10-040, 2-15-020, AND 2-20-040; AND ADDING TITLE 8 REGARDING EXPRESS LANES OPERATIONS

The Board of Directors of the San Bernardino County Transportation Authority does ordain as follows:

**SECTION I.** Section 1-01-035 is added to Chapter 1-01 Establishment of the San Bernardino County Transportation Authority Administrative Code as follows:

“**1-01-035 SANBAG.** Throughout this code wherever reference is made to SANBAG that reference shall mean the same as the San Bernardino Associated Governments.”

**SECTION II.** Section 2-01-040 of the San Bernardino County Transportation Authority Administrative Code is hereby amended to read as follows:

“**2-01-040 Board of Directors Regular Meetings.** The regular meetings of the Board of Directors shall be held at such times as shall be designated by the Board, and as shall be coordinated with the regular meetings of the SANBAG Board. The meeting location shall be determined the preceding month by the Board of Directors.”

**SECTION III.** Section 2-10-040 of the San Bernardino County Transportation Authority Administrative Code is hereby amended to read as follows:

“**2-10-040 SANBAG.** The SBCTA Executive Director may also serve as Executive Director of San Bernardino Associated Governments with no additional compensation.”

**SECTION IV.** Section 2-15-020 of the San Bernardino County Transportation Authority Administrative Code is hereby amended to read as follows:

“**2-15-020 SANBAG.** The SBCTA Board Secretary may also serve as Clerk of the Board of San Bernardino Associated Governments with no additional compensation.”

**SECTION V.** Section 2-20-040 of the San Bernardino County Transportation Authority Administrative Code is hereby amended to read as follows:

“**2-20-040 SANBAG.** The SBCTA General Counsel may also serve as the General Counsel for San Bernardino Associated Governments with no additional compensation.”

**SECTION VI.** Title 8 Express Lanes Operations is added to the San Bernardino County Transportation Authority Code as follows:

#### Title 8 SBCTA Express Lanes Operations

#### Chapter 8-01 General Provisions

**8-01-010 Short Title.** This title may be referred to as the SBCTA Express Lanes Policy.

**8-01-020 Purpose.** The implementation and operation of the SBCTA Express Lanes is intended to reduce congestion and improve travel for the motoring public. The SBCTA Express Lanes Policy defines the guiding principles for operation of express lanes by SBCTA. The SBCTA Express Lanes Policy will define business decisions and operational parameters for the SBCTA Express Lanes with differences between facilities explicitly outlined where appropriate in this SBCTA Express Lanes Policy. A Toll Facility Agreement (TFA) between SBCTA and Caltrans allows SBCTA the ability to plan, finance, construct and operate specifically identified express lanes facilities; governs the use, maintenance, reconstruction, and operation of such facilities; and outlines the conditions for return of such facilities to Caltrans at the end of the designated lease period. Future or extended express lanes facilities will be governed by an independent or updated TFA with Caltrans prior to those facilities becoming operational.

**8-01-030 Tolling Authority.** SBCTA Tolling Authority is governed by Streets and Highways Code Section 149.11. This statute prescribes the powers and duties afforded to SBCTA to conduct, administer, and operate a value-pricing program in the Interstate 10 and Interstate 15 corridors in San Bernardino County and specified extensions and connections into neighboring counties.

**8-01-040 Implementation.** The Executive Director of SBCTA is authorized and directed to develop procedures, forms, documents and directives which may be necessary to implement the terms of this SBCTA Express Lanes Policy and may delegate his/her duties and obligations under this SBCTA Express Lanes Policy to the Deputy Executive Director or Director of Toll Operations.

**8-01-050 Definitions.**

1. **All Electronic Tolling (AET)** is technology that assesses Tolls through radio frequency identification (RFID) transponders and license plate images, thus not requiring vehicles to stop at a toll booth to pay Tolls.
2. **California Toll Operators Committee (CTOC)** is a collaborative organization composed of California's toll facility operators/owners. CTOC is the primary resource for interoperability and coordination among tolling facilities, and education and advocacy regarding tolling in California. CTOC members communicate regularly on issues of interoperability; technology; operating policies; customer service; the legislative, administrative and regulatory framework for tolling; and other issues regarding tolling in California.
3. **Caltrans** is the California Department of Transportation and owns/operates the state highway system throughout California, including San Bernardino County.
4. **Clean Air Vehicle** is a Vehicle registered by the California Department of Motor Vehicles according to California Vehicle Code Sections 5205.5 and 21655.9
5. **Code** is the California Vehicle Code, unless otherwise specified.
6. **Department** is the California Department of Motor Vehicles or other state's department of motor vehicles.
7. **Due Date** is the date specified in the Notice of Toll Evasion Violation or the Notice of Delinquent Toll Evasion Violation, as applicable, by which payment of the Penalty or

- affidavit of non-liability or written explanation of the contest must be received by the Processing Agency, which date is no less than the minimum time required by the relevant Code section for such receipt.
8. **Toll Facility Agreement** is an agreement between SBCTA and Caltrans that allows SBCTA the ability to plan, finance, construct and operate express lanes, as well as governs the use, maintenance, reconstruction, operation and condition on return to Caltrans of express lanes on a state highway facility in the County of San Bernardino for a term of up to 50 years.
  9. **Express lane** is a dedicated lane that requires all vehicles to pay a Toll in order to use the lane, but may provide incentives such as discounted or no tolls for disabled veterans, electric vehicles or vehicles carrying a minimum number of occupants.
  10. **FasTrak®** is the trademarked brand name used in California to identify interoperable toll facilities that accept transponders issued by other California toll agencies.
  11. **High Occupancy Vehicle (HOV)** is a vehicle with three (3) or more persons in the vehicle.
  12. **Interstate 10 (I-10) Express Lanes** is SBCTA's first express lanes facility that will include up to two express lanes in each direction on I-10 from the Los Angeles County line to California Street and one express lane in each direction from California Street to Ford Street.
  13. **I-10 Express Lanes Contract 1** is the initial segment of the I-10 Express Lanes from the Los Angeles County line to approximately I-15.
  14. **Interstate 15 (I-15) Express Lanes** is SBCTA's express lanes facility that will include two express lanes in each direction on I-15 from Cantu-Galleano Ranch Road to Baseline Avenue and a single express lane in each direction from Baseline Avenue to approximately Duncan Canyon Road.
  15. **I-15 Express Lanes Contract 1** is the initial segment of the I-15 Express Lanes from Cantu-Galleano Ranch Road to approximately Foothill Boulevard.
  16. **License Plate Tolling** is the ability to capture a license plate image for purposes of assigning a Toll, thereby enabling a User to access the SBCTA Express Lanes without a valid FasTrak® account and corresponding transponder.
  17. **Motorcycle** is a motor vehicle that has a seat or saddle for the use of the rider and is designed to travel on not more than three wheels in contact with the ground per California Vehicle Code Section 400 (a), and whose motor displaces more than 150 cubic centimeters (150cc).
  18. **Non-Revenue** is a designation indicating a vehicle that is eligible to use the SBCTA Express Lanes without paying a Toll.
  19. **Notice of Delinquent Toll Evasion Violation** is the written notice provided to the Registered Owner of a Vehicle when the payment of the penalty or completion of an affidavit of non-liability or written explanation of contest has not been returned by the due date.
  20. **Notice of Toll Evasion Violation** is the written notice provided to the Registered Owner of a Vehicle which has committed a Violation.
  21. **PayNearMe** is a service which provides the ability to pay tolls and associated fees at physical locations with vendor agreement to accept payments, such as 7-11, CVS, etc.
  22. **Pay Tolls Now** is an online payment option available to Users who do not have a valid FasTrak® account and utilize License Plate Tolling.

23. **Personally Identifiable Information (PII)** is any information that identifies or describes a person, including, but not limited to: name, social security number, home address, telephone number, billing address, e-mail address, credit card number and expiration date, bank account information, state or federal tax returns, employment information, tracking information for checks or money orders, license plate numbers, photographs, and travel pattern data, including the date, time and location of toll transactions, and other personally identifiable information as defined by California or federal law.
24. **Processing Agency** is the party responsible for the processing of the Notice of Toll Evasion and Notice of Delinquent Toll Evasion.
25. **Registered Owner** is the person registered by the Department as the Vehicle owner or a person registered as the owner of the Vehicle by the appropriate agency or authority of another state, the District of Columbia, or territory or possession of the United States.
26. **Repeat Violator** is any Registered Owner for whom more than five violations have been issued pursuant to Code Section 40254 in any calendar month within the preceding 12-month period.
27. **SBCTA Express Lanes** are the express lanes facilities on the I-10 and I-15 corridors operated by SBCTA.
28. **Toll** is the monetary charge established by SBCTA for use of the SBCTA Express Lanes.
29. **Toll Service Provider** is the vendor that will design, install, operate and maintain the toll collection system for the SBCTA Express Lanes.
30. **Transponder** is a Fastrak® electronic device issued by any of the California toll operators that meets the specifications of Chapter 16 of Division 2 of the California Code of Regulations Title 21, and is used to pay Toll(s) electronically.
31. **Transportation Corridor Agencies (TCA)** are two joint powers authorities formed by the California legislature in 1986 to plan, finance, construct and operate Orange County's toll roads. TCA is contracted to provide back office and customer services for the SBCTA Express Lanes.
32. **User(s)** is any person who uses SBCTA Express Lanes.
33. **Vehicle** is any vehicle as defined in California Vehicle Code Section 670.
34. **Violation** is the use of the SBCTA Express Lanes without proper payment of the Vehicle Toll or express permission as described in this SBCTA Express Lanes Policy.

## Chapter 8-02 Express Lane Operations

**8-02-010 Hours of Operation.** The SBCTA Express Lanes operate 24 hours a day/7 days a week, including weekends and holidays.

**8-02-020 Usage Requirements.** Each vehicle travelling on the SBCTA Express Lanes shall have a properly mounted Transponder associated with a valid FasTrak® account, except that Users on the I-10 Express Lanes without a valid FasTrak® account shall have the Pay Tolls Now option to pay the posted Toll after using the facility through License Plate Tolling. License Plate Tolling Users have five (5) calendar days to pay a Toll online. Pursuant to Code Section 23302, proper payment of the Vehicle Toll is required for SBCTA Express Lanes Users, unless otherwise permitted by the SBCTA operating policies.

**8-02-030 Vehicle Eligibility.** Eligible express lanes Vehicles include qualified High Occupancy Vehicle (HOVs), motorcycles, transit buses, and other vehicles subject to payment of



the applicable Vehicle Toll or pursuant to express permission as described in this SBCTA Express Lanes Policy. Vehicles with 3-or-more axles, vehicles towing a trailer and other vehicles identified in Code Section 22406 are prohibited from using the express lanes.

**8-02-040 Toll Collection.** Automated toll collection is performed by utilizing All-Electronic Tolling (AET) technology that assesses tolls through radio frequency identification (RFID) transponders and license plate recognition technology. Toll-paying vehicles may use the I-10 Express Lanes by establishing a valid FasTrak® Transponder account or by use of the License Plate Tolling option that uses license plate recognition technology. The I-15 Express Lanes will not have the License Plate Tolling option.

1. **Transponder.** FasTrak® account holders are provided transponders to be placed in or on eligible vehicles that connect toll authorities with the account holder's payment information. Transponders are often sticker tags that are placed on a vehicle windshield, but also include small hardcase devices that allow Users to declare vehicle occupancy. Express lanes Users with valid FasTrak® transponders pay their toll based on the method of payment associated with their FasTrak® account. SBCTA will not own or manage any FasTrak® accounts. SBCTA will not require Users to create a specific type of FasTrak® account, nor will SBCTA require Users to open a FasTrak® account with an individual agency to utilize the SBCTA Express Lanes. Interoperability rules exist between all of California's toll owners/operators and the California Toll Operators Committee (CTOC) has been set up to, among other functions, ensure account holders pay tolls on all California toll facilities without requiring multiple FasTrak® accounts. SBCTA encourages Users to establish accounts with TCA, SBCTA's operational partner, who is familiar with the SBCTA Express Lanes and programs and is able to assist with questions about the SBCTA Express Lanes more readily.
2. **License Plate Tolling.** The AET system captures images of license plates of all vehicles traveling in the SBCTA Express Lanes. I-10 Express Lanes Users without FasTrak® accounts are required to make payment using SBCTA's Pay Tolls Now option within five (5) days of completing the trip. Users may pay a license plate toll using the Pay Tolls Now website (SBExpressLanes.com), by mail, by telephone, at PayNearMe locations, or in person at The Toll Road Customer Service Center in Irvine and at the SBCTA Express Lanes Customer Service Center in Rancho Cucamonga. Failure to pay a license plate toll within five (5) days will convert the trip to a Violation.

License Plate Tolling will not be available on the I-15 Express Lanes in San Bernardino County to maintain consistency with the Riverside County I-15 Express Lanes that were in operation prior to implementation of SBCTA's I-15 Express Lanes.

#### **8-02-050 Pricing Structure**

1. **Minimum/Maximum Tolls.** The minimum Toll for any trip is \$0.65 per Toll segment. There is no maximum Toll for a trip. Toll Rate Dynamic Message Signs (TRDMS) display toll rates prior to every express lanes access point.

2. **Dynamic Pricing.** Tolls on SBCTA's express lanes are calculated by a dynamic pricing algorithm that is designed to maintain express lanes speeds above 45 miles per hour by adjusting pricing based on real-time traffic conditions in the express lanes and adjacent general purpose lanes. Prices may be updated as frequently as every two (2) minutes and are rounded to the nearest five (5) cents. The dynamic pricing algorithm will vary between corridors to maintain consistency with the existing pricing structure RCTC employs on its 15 Express Lanes across the county line.
3. **Segment-Based Trip Pricing.** Tolls are assigned on a per-segment basis. Based on the location where a User enters the express lanes, Users are charged the full prevailing toll rate for the remaining distance of the segment regardless of the distance they actually travel on the segment. If the User enters the express lanes and then exits the express lanes at the next egress point, they are charged the full toll for the remaining distance of the toll segment. This pricing framework attempts to maintain the operational integrity of the general purpose lanes by limiting weaving between lanes to access the express lanes for very short trips.

Once a User enters the express lanes, a trip across a portion of the segment costs the same as a trip across the entire segment. Prior to accessing the express lanes, motorists are provided with real-time pricing information on toll signage. Toll rate dynamic message signs provide motorists with the current cost to travel to the end of the toll segment as well as the current cost to travel to the end of the facility.

The following pricing segments currently are designated for the I-10 Express Lanes Contract 1:

- One westbound pricing segment between Etiwanda Avenue and the Los Angeles/San Bernardino County Line
- One eastbound pricing segment between the Los Angeles/San Bernardino County Line and Haven Avenue
- One eastbound pricing segment between Haven Avenue and Etiwanda Avenue

The following pricing segments currently are designated for the I-15 Express Lanes Contract 1:

- One northbound pricing segment between Cantu-Galleano Ranch Road and Jurupa Street
- One northbound pricing segment between Jurupa Street and Foothill Boulevard
- One southbound pricing segment between Foothill Boulevard and Jurupa Street
- One southbound pricing segment between Jurupa Street and Cantu-Galleano Ranch Road

4. **License Plate Tolling Pricing (I-10 Express Lanes Users Only).** I-10 Express Lanes Users without a valid FasTrak® account who use the facility are identified through license plate recognition technology and assessed a Toll that reflects the additional cost borne by SBCTA to process license plate transactions and collect revenue from these trips. I-15

Express Lane Users must have a transponder to access the express lanes. In order to maintain consistency with the 15 Express Lanes owned and operated by the Riverside County Transportation Commission (RCTC) on the corridor prior to SBCTA implementing connecting express lanes, SBCTA agreed to maintain consistency with the current operating characteristics of the existing RCTC facility to minimize confusion to Users. As a result, License Plate Tolling will not be available on the I-15 Express Lanes. Users who do not have a valid FasTrak® account will be subject to the violation procedures described in this SBCTA Express Lanes Policy.

5. **FasTrak® Pricing.** I-10 Express Lanes and I-15 Express Lanes Users with a valid FasTrak® account and corresponding transponder in good standing who use the facility are assessed a Toll based on the dynamic pricing algorithm.

**8-02-060 Toll Discounts.** The following Vehicles are permitted to use the SBCTA Express Lanes without payment of the applicable Toll or at a discounted Toll pricing as described below:

1. **Non-Revenue.** Vehicles with Non-Revenue status are eligible for free travel in the express lanes at all times. Vehicles in this class could include maintenance vehicles actively performing highway or toll collection system maintenance, Freeway Service Patrol (FSP) vehicles, California Highway Patrol (CHP) vehicles, emergency vehicles, SBCTA official vehicles, and transit vehicles, among others.
2. **HOV.** HOVs with a valid FasTrak® Flex transponder validly set to the “3+” position are permitted free travel in the I-10 Express Lanes at all times. For HOVs with a valid FasTrak® Flex transponder set to the 3+ position on the I-15 Express Lanes, the Toll is discounted by 50%.
3. **Clean Air Vehicles.** Vehicles registered with the Department as a Clean Air Vehicle (CAV) are permitted discounted travel in the express lanes at all times. Users must have a valid FasTrak® account and update the account by providing proof of CAV designation prior to being eligible to receive an express lane discount. A 10% discount will be applied to all CAV Tolls on the I-10 Express Lanes; a 15% discount will be applied to all CAV Tolls on I-15 Express Lanes (consistent with the RCTC CAV discount policy).
4. **Motorcycles.** Motorcycles are permitted free travel in the express lanes at all times.

**8-02-070 Express Lanes Equity Program.** SBCTA offers benefits for low-income and disabled veteran residents of San Bernardino County through its Express Lanes Equity Program.

1. **Low-Income Resident Benefit Program.** Applicants may qualify for the Low-Income Resident Benefit Program by presenting proof of San Bernardino County residency and annual household income of less than twice, or 200 percent of, the federal poverty level at the time of application. Applicants must present a current tax return or proof of enrollment in a CalFresh (EBT) program. Proof of qualification for the Low-Income Program may only be presented in-person at the SBCTA Express Lanes customer service center. Upon approval, a one-time/one per household \$20 credit will be applied upon opening of a new

FasTrak® account with no charge for sticker tags or a free switchable transponder. The toll credit will immediately be applied to any SBCTA express lanes transactions posted to the account until the credit is depleted. No portion of the toll credit will be refunded to the customer or credited toward any express lanes charge incurred outside of San Bernardino County.

2. **Disabled Veterans Express Lanes Benefit Program.** Applicants may qualify for the Disabled Veterans Express Lanes Benefit Program by presenting all of the following:
  - (1) proof of San Bernardino County residency;
  - (2) a valid Department vehicle registration; and
  - (3) verification of an issued Disabled Veteran License Plate, or verification of an issued Veteran License Plate together with either a current (unexpired) Disabled Person Placard or a Veterans Administration Benefit Letter noting 100% “service-connected disability”.

Proof of qualification for the Disabled Veterans Express Lanes Benefit Program may only be presented in-person at the SBCTA Express Lanes customer service center. Upon approval, customers enrolled in the Disabled Veterans Express Lanes Benefit Program will be permitted to use the SBCTA Express Lanes without payment of the applicable Toll.

### Chapter 8-03 Violations

**8-03-010 Liability for Failure to Pay Toll.** No person shall cause a Vehicle to enter, traverse on, pass through, or attempt to pass through the SBCTA Express Lanes without possession of a transponder or other electronic toll payment device for payment of the proper Vehicle Toll, or, on the I-10 Express Lanes only, valid vehicle license plates properly displayed for assessing and assigning the proper Vehicle Toll for such use. Except as provided herein, the Registered Owner, driver, rentee or lessee of a Vehicle which is the subject of any Violation shall be jointly and severally liable for the penalties imposed under this SBCTA Express Lanes Policy, unless the Registered Owner can show that the Vehicle was used without the express or implied consent of the Registered Owner. Anyone who pays any penalty pursuant to this SBCTA Express Lanes Policy shall have the right to recover the same from the driver, rentee or lessee.

The driver, rentee or lessee of a Vehicle who is not the owner of the Vehicle may contest the Notice of Toll Evasion Violation in accordance with this SBCTA Express Lanes Policy. Any motorist assessed a penalty for a Violation shall be deemed to be charged with a non-criminal, civil violation, pursuant to Code Section 23302.5.

**8-03-020 Violation Penalties and Processing Fees.** The penalties and applicable administrative fees for a Violation of this SBCTA Express Lanes Policy shall be the amounts set forth in the Schedule of Penalties and Administrative Fees, attached hereto as Schedule A and incorporated by reference herein. The Schedule of Penalties and Administrative Fees may be amended by the SBCTA Board of Directors, provided they do not exceed the amounts set forth in Code Section 40258(a). Any increases to the penalties and fees shall be posted on the applicable SBCTA Express Lanes website and the SBCTA website 90 days in advance of enactment. If the SBCTA Board of Directors determines it is in the best interest of SBCTA, penalties in amounts

less than specified above may be implemented for any portion of the SBCTA Express Lanes or categories of Penalties may not be applied, all in accordance with documented SBCTA business rules.

If a Vehicle is found by automated devices, by visual observation, or otherwise, to have evaded Tolls on the SBCTA Express Lanes, SBCTA or the Processing Agency shall, within 21 days of the Violation, deliver by first-class mail a Notice of Toll Evasion Violation to the Registered Owner at the address as shown on the record of the Department. If accurate information concerning the identity and address of the Registered Owner is not available to the Processing Agency within 21 days of the Violation, the Processing Agency shall have an additional 45 calendar days to obtain such information and forward the Notice of Toll Evasion. Where the Registered Owner is a Repeat Violator, the Processing Agency shall forward the Notice of Toll Evasion Violation within 90 calendar days of the Violation.

The Processing Agency shall use its best efforts to obtain accurate information concerning the identity and address of the Registered Owner for the purpose of forwarding a Notice of Toll Evasion. Toll evasion penalties shall be collected as civil penalties.

If payment of a Toll for a License Plate Tolling trip is not made within five (5) calendar days, the trip will be considered a Violation of this SBCTA Express Lanes Policy.

**8-03-030 Notice of Toll Evasion Violation.** The Notice of Toll Evasion Violation shall contain (1) the date, approximate time and location of the alleged Violation, (2) the section of the Code allegedly violated, (3) the Vehicle license plate number, and if practicable, the make and registration expiration date of the Vehicle, (4) the penalty due for the Violation, (5) the procedure to follow for payment of the amount due, including the address of the person authorized to receive payments, (6) a statement in bold that payments may be sent through the mail, (7) the Due Date for payment, contesting the Notice or submission of the affidavit of non-liability, and (8) a clear and concise explanation of the procedures for contesting the Violation and appealing an adverse decision pursuant to Code section 40255 and 40256.

The Notice of Toll Evasion Violation shall contain, or be accompanied with, an affidavit of non-liability and information of what constitutes non-liability, information as to the effect of executing the affidavit, and instructions for returning the affidavit to the issuing agency.

If the affidavit of non-liability is returned to the Processing Agency by the Due Date set forth in the Notice of Toll Evasion Violation together with proof that the driver at the time of the Violation did not possess express or implied consent to drive the Vehicle, evidenced by a stolen vehicle police report, and if the Processing Agency is satisfied that the Registered Owner is not responsible for the Violation, the Processing Agency shall terminate proceedings against the originally served Registered Owner and proceed against the unauthorized driver at the time of the Violation.

If the affidavit of non-liability is returned to the Processing Agency by the Due Date set forth in the Notice of Toll Evasion Violation with proof that the Registered Owner given the Notice of Toll Evasion Violation has made a bona fide sale or transfer of the Vehicle and has delivered possession thereof to the purchaser prior to the date of the alleged Violation and either (1) has complied with



section 5602 of the Code, or (2) the Processing Agency is satisfied with evidence establishing that the transfer of ownership and possession of the Vehicle occurred prior to the date of the alleged Violation, and has obtained verification from the Department of either of the foregoing, then the Processing Agency shall terminate proceedings against the originally served Registered Owner and proceed against the new owner of the Vehicle.

If the affidavit of non-liability is returned to the Processing Agency by the Due Date on the Notice of Toll Evasion Violation together with proof of an executed written rental agreement or lease between a bona fide renting or leasing company and its customer that identifies the rentee or lessee and provides the driver's license number, name and address of the rentee or lessee, the Processing Agency shall serve or mail to the rentee or lessee identified in the affidavit of non-liability a Notice of Toll Evasion Violation.

**8-03-040 Dismissal of Notice of Toll Evasion Violation.** If, after a copy of a Notice of Toll Evasion Violation has been sent to the Motorist, the Processing Agency determines that due to failure of proof of apparent Violation the Notice of Toll Evasion Violation should be dismissed, the Processing Agency shall cancel the Notice of Toll Evasion Violation, and the Motorist shall be notified by first-class mail.

Under no circumstances shall a personal relationship with any law enforcement officer, public official, law enforcement agency, processing agency or toll operations agency or entity be ground for dismissal of the Violation.

If non-liability has been established pursuant to an affidavit of non-liability as detailed above, proceedings against the party found not liable shall terminate, unless otherwise above.

If the description of the Vehicle in the Notice of Toll Evasion Violation does not match the corresponding information on the registration card for that Vehicle, the Processing Agency may, on written request of the Registered Owner, cancel the Notice of Toll Evasion Violation without the necessity of appearance by that Registered Owner.

If the full amount of the Penalty is received by the person authorized to receive it by the Due Date, and there is no contest as to that Violation, proceedings under this SBCTA Express Lanes Policy shall terminate.

**8-03-050 Failure to Pay Penalties, Notice of Delinquent Toll Evasion Violation.** If payment of the Penalty is not received by the Processing Agency by the Due Date on the Notice of Toll Evasion Violation, and proceedings hereunder have not otherwise been terminated, the Processing Agency shall deliver by first-class mail to the Registered Owner a Notice of Delinquent Toll Evasion Violation.

The Processing Agency shall provide to the Registered Owner, upon request, a photostatic copy of the original Notice of Toll Evasion Violation Notice or an electronically produced facsimile of the original Notice of the Toll Evasion Violation within 15 days of a request. SBCTA may charge a fee sufficient to recover the actual cost of providing the copy, not to exceed \$2. Until the



Processing Agency complies with the request for a copy of the original Notice of Toll Evasion Violation, the Processing Agency may not proceed to collection of the penalty due.

The Notice of Delinquent Toll Evasion Violation shall contain information required to be contained in the original Notice of Toll Evasion Violation and additionally, shall contain a notice to the Registered Owner that, unless the Registered Owner pays the penalty, contests the Violation pursuant to the procedure set forth in the Notice of Delinquent Toll Evasion Violation, or completes and returns to the Processing Agency an affidavit of non-liability, as provided with the Notice of Delinquent Toll Evasion Violation, within the Due Date set forth in the Notice of Delinquent Toll Evasion Violation: (1) the Penalty shall be considered a debt due and owing to SBCTA, (2) the renewal of the Vehicle registration shall be contingent upon compliance with the Notice of Delinquent Toll Evasion Violation at SBCTA's election, and (3) SBCTA may seek recovery of the debt in any lawful manner.

The Notice of Delinquent Toll Evasion Violation shall contain, or be accompanied with, an affidavit of non-liability and information of what constitutes non-liability, information as to the effect of executing the affidavit, and instructions for returning the affidavit to the Processing Agency. Non-liability may be established pursuant to an affidavit of non-liability returned to the Processing Agency by the Due Date set forth in the Notice of Delinquent Toll Evasion Violation.

If a rentee or lessee identified by a bona fide renting or leasing company in the affidavit of non-liability is forwarded the Notice of Delinquent Toll Evasion Violation, and the rentee or lessee does not pay the penalty, contest the Violation pursuant to the procedure set forth in the Notice of Delinquent Toll Evasion Violation, or complete and return to the Processing Agency an affidavit of non-liability, as provided with the Notice of Delinquent Toll Evasion Violation, within the Due Date set forth in the Notice of Delinquent Toll Evasion Violation, the Penalty shall be considered a debt due and owing SBCTA and SBCTA may seek recovery in any lawful manner.

**8-03-060 Payment After Notice of Delinquent Toll Evasion Violation.** If a Motorist who was mailed a Notice of Delinquent Toll Evasion Violation, or any other person who presents the Notice of Toll Evasion Violation or Notice of Delinquent Toll Evasion Violation, deposits the Penalty due with a person authorized to receive it, then the Processing Agency shall terminate all proceedings where the amount deposited satisfies the amount due. If the Registered Owner, by appearance or by mail, makes payment to the Processing Agency by the Due Date set forth in the Notice of Delinquent Toll Evasion Violation, the penalty shall consist of the amount of the penalty set forth in the notice, without any additional administrative fees or charges.

If the Notice of Delinquent Toll Evasion Violation has been filed with the Department pursuant to Code Section 40267(a) or a civil judgment has been entered pursuant to Code Section 40267(b) and payment of the Penalty together with the administrative fee of the Department and the administrative service fee of the Processing Agency for costs of service and any applicable assessment is received, the Processing Agency shall immediately transmit the payment information to the Department in the manner prescribed by the Department, and terminate proceeding on the Notice of Delinquent Toll Evasion Violation.

**8-03-070 Contest of Notice of Toll Evasion Violation or Notice of Delinquent Toll Evasion Violation.** A person may contest a Notice of Toll Evasion Violation or Notice of Delinquent Toll Evasion Violation by the Due Date set forth in the applicable notice.

The Processing Agency shall establish and implement a fair and impartial investigation process to investigate the circumstance of the notice with respect to the contestant's written explanation of reasons for contesting a Violation. The Processing Agency shall investigate with its own records and staff the circumstances of the notice with respect to the contestant's written explanation of reasons for contesting the Violation. If based upon the results of that investigation, the Processing Agency is satisfied that the Violation did not occur or that the Registered Owner was not responsible for the Violation, the Processing Agency shall cancel the Notice of Toll Evasion Violation or Notice of Delinquent Toll Evasion Violation and make an adequate record of the reasons for cancelling the notice. The Processing Agency shall mail the results of the investigation to the person who contested the Notice of Toll Evasion Violation or the Notice of Delinquent Toll Evasion Violation.

A person who contests a Notice of Toll Evasion Violation or Notice of Delinquent Toll Evasion Violation and is not satisfied with the results of the investigation may, within 60 days of the mailing of the results of the investigation, deposit the amount of the penalty and request an administrative review. An administrative review shall be held within 90 calendar days following the receipt of the request for an administrative review accompanied by the required deposit amount. The person requesting the administrative review may request one continuance, not to exceed 21 calendar days. The person requesting the administrative review shall indicate to the Processing Agency his or her election for a review by mail or personal conference.

The deposit for requesting an administrative review shall be as follows:

- Except as provided herein, an individual seeking an administrative review shall deposit the full amount of the penalty due at the time of the request.
- For Violations arising out of the same set of operative facts and belonging to the same Registered Owner, the maximum amount of the penalty to be deposited shall be a) \$250 or b) \$250 plus 10 percent of penalty above \$1,000, whichever is greater.
- Individuals unable to pay the required deposit may apply for a hardship exception.

If the person requesting an administrative review is a minor, that person shall be permitted to appear at an administrative review or admit responsibility for a Violation without the necessity of the appointment of a guardian. The Processing Agency may proceed against that person in the same manner as if that person were an adult.

As evidence of the Violation, the Processing Agency shall produce the Notice of Toll Evasion Violation or a copy thereof, information received from the Department identifying the Registered Owner, and a statement under penalty of perjury from the person authorized to issue a notice of Violation that the Tolls or other charges and any applicable fee were not paid in accordance with SBCTA's policies. This documentation in proper form shall be prima facie evidence of the Violation.

**8-03-080 Hearing Officers; Administrative Reviews.** SBCTA's Executive Director shall designate a hearing officer or reviewer to conduct administrative reviews. The hearing officer shall demonstrate the qualifications, training and objectivity necessary to perform fair and impartial reviews. The hearing officer's employment, performance evaluation, compensation and benefits shall not be directly or indirectly linked to the outcome of reviews or the revenue generated by such reviews.

Reviews shall be conducted in accordance with the written procedures established by the Processing Agency, which shall ensure fair and impartial review of contested Toll Evasion Violations. The hearing officer's final decision may be delivered personally or by first-class mail.

If a notice of appeal to the California Superior Court is not filed within the period set forth below, the decision of the hearing officer shall be deemed final.

**8-03-090 Appeal to Superior Court.** A person who requests an administrative review and is not satisfied with the results of the review may, within 20 days after the mailing of the administrative review final decision, seek review by filing an appeal to the California Superior Court. The matter shall be heard de novo, except that the contents of the Processing Agency's file in the case on appeal shall be received in evidence. For the purpose of computing the 20-day period, Section 1013 of the Code of Civil Procedure shall be applicable. The Processing Agency shall admit into evidence as prima facie evidence of the facts stated therein a copy of the Notice of Toll Evasion Violation and/or Delinquent Toll Evasion Violation. A copy of the notice of appeal shall be served in person or by first-class mail upon the Processing Agency by the contestant. The fee for filing the notice of appeal shall be the amount specified in Code Section 40256. If the appellant prevails, this fee, together with any deposit of the penalty made by the contestant, shall be promptly refunded by the Processing Agency in accordance with the judgment of the court.

**8-03-100 Collection of Unpaid Penalties.** If payment is not received within the time periods set forth herein, and no contest has been timely filed, or has been resolved in favor of SBCTA, SBCTA and the Processing Agency are authorized to proceed under one or more of the following options for the collection of unpaid penalties:

- a) Transmit an itemization of unpaid penalties to the Department for collection with the registration of the Vehicle. SBCTA shall pay the fees assessed by the Department associated with the recording of the Notice of Delinquent Toll Evasion Violation and may charge the amount of the fee to the Motorist.
- b) If more than four hundred dollars (\$400) in unpaid penalties have been accrued by any person or Registered Owner, SBCTA may file proof of that fact with the Superior Court with the same effect as a civil judgment. Execution may be levied and other measures may be taken for the collection of the judgment as are authorized for the collection of any unpaid civil judgment entered against a defendant in an action on a debt. The court may assess costs against a judgment debtor to be paid upon satisfaction of the judgment. The Processing Agency shall mail a notice by first-class mail to the person or Registered Owner indicating that a judgment shall be entered for the unpaid penalties, fees and costs, and that after 30 days from the date of the mailing of the notice, the judgment shall have the same effect as an entry of judgment against a judgement debtor.

- The person or Registered Owner shall also be notified at that time that execution may be levied against his or her assets, liens may be placed against his or her property, his or her wages may be garnished, and other steps may be taken to satisfy the judgment amount. The notice shall include all information required by Code section 40267. The filing fee and any costs of the collection shall be added to the judgment amount.
- c) If the Processing Agency has determined that registration of the Vehicle has not been renewed for 60 days beyond the renewal date, and the Penalty has not been collected by the Department pursuant to section 4770 of the Code, file proof of unpaid penalties with the court with the same effect as a civil judgment as provided above, except that if the amount of the unpaid penalty is not more than four hundred dollars (\$400), the filling fee shall be collectible by the court from the debtor.
  - d) Contract with a collection agency to collect the outstanding tolls and penalty amounts.
  - e) Submit a request to the California State Controller for an offset of unpaid penalty amounts owing by a motorist against any amount owing the person or entity by a claim for a refund from the Franchise Tax Board under Personal Income Tax Law or the Bank and Corporation Law or from winnings in the California State Lottery, as authorized by California Government Code section 12419.10. SBCTA shall provide a notice of intent to request an offset by first-class mail to the motorist 30 days prior to the request date, or within such time as required by law.
  - f) Pursue such other remedies and enforcement procedures that are authorized under laws of the State of California.

**8-03-110 Termination of Proceedings.** SBCTA and/or the Processing Agency shall terminate proceedings on the Notice of Delinquent Toll Evasion Violation:

- a) Upon receipt of collected penalties and administrative fees remitted by the Department under Code Section 4772 for that Notice of Delinquent Toll Evasion Violation.
- b) If the Notice of Delinquent Toll Evasion Violation was returned to the Processing Agency pursuant to Code Section 4774 and five years have elapsed since the date of the Violation.
- c) The Processing Agency received information, which it verified, that the penalty has been paid to the Department pursuant to Code Section 4772.
- d) If the Registered Owner of the Vehicle provides proof to the Processing Agency that he or she was not the Registered Owner on the date of the Notice of Toll Evasion Violation.

**8-03-120 Confidentiality.** Any information obtained during the enforcement of Violations shall not be used for any purpose other than to pursue the collection of Violations or process Tolls.

**8-03-130 Other Notices.** Nothing herein shall prohibit SBCTA or the Processing Agency from establishing informal methods of notifying motorists of Violations and from collecting Tolls, fees and penalties for Violations through such means.

## **Chapter 8-04 Privacy Policy**

**8-04-010 Short Title.** The provisions of this Chapter may be referred to as the SBCTA Express Lanes Privacy Policy.

**8-04-020 Purpose.** In accordance with California Streets and Highways Code Section 31490, this Chapter describes the personal data collected by SBCTA and how it is used, retained, and shared. The Express Lanes Privacy Policy has been incorporated fully into this SBCTA Express Lanes Policy with the intention of rescinding SBCTA Policy 50200. The SBCTA Express Lanes Privacy Policy is consistent with SBCTA Policy 10170, Confidentiality.

SBCTA is committed to safeguarding the integrity and confidentiality of the PII of SBCTA Express Lanes facility Users. SBCTA recognizes the need for reasonable control of personal information. SBCTA's collection and use of PII in connection with operation of its express lanes shall conform to the standards and procedures contained below and SBCTA Policy 10170, Confidentiality.

**8-04-030 Collection and Use of PII.** SBCTA collects, uses, and may disclose, as necessary, Users' PII for billing and account settlement purposes, in order to collect payments, and to process and enforce Toll Violations. SBCTA also uses certain User PII, such as travel pattern data, to manage and enhance operations, including the operation of the SBCTA Express Lanes, website, and other toll related services. SBCTA may also use PII to respond to questions from Users. SBCTA may require presentation of PII to facilitate the administration of the Express Lanes Equity Program, which includes the Low Income Program and Disabled Veterans Program. PII may be required to be presented to customer service representatives to determine eligibility for these programs. Information reviewed for the Express Lanes Equity Program by customer service representatives will not be maintained by the agency or its customer service agents.

Upon use of an SBCTA Express Lanes facility, the following information is automatically collected from users:

- Facility used along with the date, time and direction of travel
- Hardcase Transponder and/or sticker Transponder unique identifier, occupancy setting and transponder type
- Vehicle type information (such as motorcycle or clean air vehicle)
- Photographs of vehicle in order to capture license plate images (which may also identify the vehicle's make, model, color, license plate number, and state)
- The name and address of the registered owner of the vehicle, along with the vehicle make, model, and year (when attempting to collect a Toll and/or processing a Violation)

*Information provided directly to SBCTA or its third party vendors directly by Users*

- Identifiers like name, email address(es), mailing address(es), phone number(s)
- Names of individuals authorized to manage, give, and/or receive information regarding account and transactions
- Account numbers
- Hardcase Transponder and/or Sticker Transponder numbers
- Transaction and payment information (including bank information and credit or debit card numbers)



- Information about the vehicle registered to accounts (for example, the vehicle type, license plate number, state of registration, year, make, model, color, and clean air vehicle expiration date)
- Data entered when paying on website
- Correspondence and communication information
- Social Security Number, tax information and income information
- Low income program eligibility (for example, household income, government benefit assistance)

#### *Information collected from other sources*

Outside of direct interactions with Users, SBCTA may collect information, including PII, from other sources to communicate information and to carry out business functions including billing, accounting, enforcement, operation and management of the SBCTA Express Lanes. The sources of this data include but are not limited to service providers, law enforcement, government records or other publicly accessible directories and sources, public record and information service providers, Departments of Motor Vehicles. This information may include:

- Identifiers like name, email address(es), mailing address(es), phone number(s)
- Social security number to enforce unpaid Toll Violations
- Information sent by Users' web browsers (such as IP address, type of operating system)
- SBCTA Express Lanes website browsing activity

#### *Information collected from Other Toll Agencies and Operators*

Where applicable, SBCTA receives information, including PII, from other toll agencies and operators, and any private contractors and/or vendors of those toll agencies and operators. This information may include:

- Transponder type and unique identification number(s)
- Transponder protocol
- Vehicle type (such as motorcycle or clean air vehicle)
- License plate number and state
- FasTrak® Account number
- Toll transaction data
  - Date, time and Toll amount
  - Toll facility name
  - Toll entry and exit point, where applicable
  - Transponder occupancy indicator setting
  - Vehicle type

SBCTA may place a 'cookie', which is a piece of data stored on a computer when browsing the SBCTA Express Lanes website. This cookie data has information about that person's use of the website and helps improve functionality of the site. A cookie file contains information that can identify information such as the IP address of the computer and network that a visitor uses to browse the website and network traffic patterns. Cookies track information related to a person's



use of the website, such as date and time of use, and pages visited. This information may be used to improve the website experience. Most cookies are automatically deleted from the computer at the end of the browsing session. A person may change their browser security settings to accept or reject cookies; however, rejection of cookies may affect website functionality.

**8-04-040      Sharing and Disclosure of PII.** SBCTA may use third party service providers, including the services of another public transportation agency, to facilitate toll services, and may disclose PII to such service providers to the extent necessary for that purpose. PII will also be provided to contractors and subcontractors (of SBCTA or of another public transportation agency facilitating SBCTA services) who process Toll collections, Toll Violation notices and enforce toll requirements. Information disclosed may include name, address, account number, license plate number, phone number, email address, the date, time and location of toll transactions, the amount of unpaid Toll and Toll evasion penalties, and other similar information. To facilitate enforcement of unpaid Tolls and associated penalties, we may disclose information about Users to third parties to confirm an address and/or phone number or to obtain an updated address and/or phone number. SBCTA may also obtain and use a User's social security number during the collection and enforcement process.

SBCTA shares PII with operators of other transportation agencies operating toll facilities and their designated third-party vendors to facilitate the use of a single FasTrak® transponder on multiple toll facilities – referred to as “interoperability.” Those other transportation agencies provide similar information to SBCTA about their FasTrak® account holders. This allows participating transportation agencies to recognize valid FasTrak® accounts. For Users with FasTrak® accounts, basic information will be sent to other transportation agencies about such Users' use of the SBCTA Express Lanes so that those transactions can be included on the Users' account statement. That information may include, but is not limited to, transponder identification number, account number, license plate number, the Toll amounts owed and/or other charges, and the date, time and location of each transaction.

SBCTA may have to disclose PII if required to do so by law, such as to the government or third parties pursuant to a search warrant, court order or other legal process. SBCTA may disclose PII about Users to SBCTA service providers, necessary or appropriate in connection with investigations of activities that could expose SBCTA to liability, including investigation of fraud, intellectual property infringement, piracy, or other similar activities.

SBCTA may aggregate information about Users and their use of SBCTA Express Lanes with information about others, and we may disclose such information in the aggregate to the companies that provide our funding, technology and corporate expertise, or our advertisers, analysts, alliance partners, or service providers. Aggregate information may also be publicly released in reports presented to the SBCTA Board of Directors, State of California, or the United States Department of Transportation (USDOT). Any such aggregate information will not contain information that could be used to contact or identify individual Users.

SBCTA and its third party vendors retain PII for as long as necessary to fulfill the purposes of PII collection, including for the purposes of satisfying any legal, accounting, or reporting

requirements. Note that retention periods may vary (usually between 18 and 54 months) depending on the type of information, how it is used, and relevant legal requirements in accordance with applicable law.

**8-04-050 Changes in the Express Lanes Policy Regarding Privacy.** SBCTA reserves the right to update, modify, or rescind this SBCTA Express Lanes Policy, including the Privacy clauses, from time to time and in a manner consistent with state law. If there is a material change to the Privacy clauses of the SBCTA Express Lanes Policy, the revised policy will be posted on the SBCTA website. In addition, notification of changes to the SBCTA Express Lanes Policy and Privacy clauses will be prominently posted on the SBCTA website. Any person who signs up on the Express Lanes website to receive emails about the SBCTA Express Lanes also will receive an email notification of material changes to the Privacy clauses of the SBCTA Express Lanes Policy.

**8-04-060 How to Contact Us.** For questions about this SBCTA Express Lanes Policy, please write to:

SBCTA Express Lanes  
1170 W. 3rd St. 2nd Floor  
San Bernardino, CA 92410  
ATTN: Chief of Toll Operations

Questions also may be directed to the SBCTA Chief of Toll Operations by phone at (909) 884-8276, or via email at [info@gosbcta.com](mailto:info@gosbcta.com).

**8-04-070 Reviewing or Changing PII.** Any person wishing to review and correct or change any of their PII maintained by SBCTA may request to do so by contacting SBCTA either by mail, phone or email as described above. SBCTA will retain PII only for as long as it is necessary for the purposes identified in this SBCTA Express Lanes Privacy Policy or as authorized by applicable law.

**8-04-080 Effective Date of Express Lanes Privacy Policy.** This original effective date of the Express Lanes Privacy Policy was effective as of July 1, 2020. This SBCTA Express Lanes Privacy Policy is effective as of the effective date of Ordinance 24-002, as noted in Section VII of said ordinance.

### **Chapter 8-05 Severability**

If any term, covenant, or condition of this Title 8 shall be held by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this ordinance shall not be affected and each remaining provisions shall be valid and enforceable to the fullest extent permitted by law unless any of the stated purposes of this ordinance would be defeated.

### **Chapter 8-06 References**

California Streets and Highways Code §§ 149.11, and 31490; California Vehicle Code §§ 670, 4770, 4772, 4774, 5602, 21655, 22406, 23302, and 40250-40273; SBCTA Policy 10170, Confidentiality.

**SECTION VII. SEVERABILITY**

If any term, covenant, or condition of this ordinance shall be held by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this ordinance shall not be affected and each remaining provisions shall be valid and enforceable to the fullest extent permitted by law unless any of the stated purposes of this ordinance would be defeated.

**SECTION VIII. EFFECTIVE DATE.**

This ordinance shall be effective on February 2, 2024.

ADOPTED by the San Bernardino County Transportation Authority Board of Directors at its meeting on January 3, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTION:

By: \_\_\_\_\_

Dawn M. Rowe, Board President

San Bernardino County Transportation Authority

Attested: \_\_\_\_\_

Marleana Roman, Clerk of the Board

San Bernardino County Transportation Authority

## Schedule A

### Schedule of Penalties and Administrative Fees

| Description   | Amount |
|---|--------|
| Notice of Toll Evasion Violation Penalty                          | \$25   |
| Notice of Delinquent Toll Evasion Violation Penalty               | \$25   |
| Department of Motor Vehicles Registration Hold Administrative Fee | \$2    |
| Non-Sufficient Fund Check Administrative Fee                      | \$20   |

## ***Minute Action***

AGENDA ITEM: 30

***Date:*** December 6, 2023

***Subject:***

Award Contract No. 23-1002869 for Interstate 10 Eastbound Truck Climbing Lane Project

***Recommendation:***

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

A. Approve the award of Contract No. 23-1002869 to SEMA Construction, Inc. for construction of the Interstate 10 Eastbound Truck Climbing Lane Project and authorize the Executive Director, or his designee, to execute, subject to supplemental allocation of Trade Corridor Enhancement Program (TCEP) funds by the California Transportation Commission (CTC), and approval as to form by SBCTA General Counsel, or her designee, based on the competitive low bid process in an amount not-to-exceed \$24,926,687.23.

B. Authorize the Executive Director, or his designee, to approve a Contingency amount not-to-exceed \$3,731,253, subject to supplemental allocation of TCEP funds by the CTC, for supplemental costs and contingency.

***Background:***

On November 2, 2022, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) authorized the Executive Director, or his designee, to release Invitation for Bids (IFB) No. 23-1002869, for construction of the Interstate 10 Eastbound Truck Climbing Lane Project. Release of IFB No. 23-1002869 was subject to final approval of the Plans, Specifications, and Estimates by California Department of Transportation (Caltrans) and approval as to form of the IFB by SBCTA General Counsel, or her designee. On November 10, 2022, the plans were approved and on February 23, 2023, the specifications and estimates were approved. Prior to advertisement of the project, staff required approval from Caltrans to proceed due to the project being funded with Senate Bill 1 Trade Corridor Enhancement Program (TCEP) funds. At its January 2023 commission meeting, the California Transportation Commission (CTC) allocated the TCEP funds for the project, and because the TCEP funds were federalized, Caltrans had to seek authorization (E-76) for use of the funds through its Office of Federal Programs. The project received the E-76 on June 27, 2023.

On August 16, 2023, IFB No. 23-1002869, was released and sent electronically to 1,265 contractors, subcontractors, and suppliers registered on PlanetBids. A total of 93 prime contractors, subcontractors, and suppliers downloaded the IFB. The solicitation was issued in accordance with current SBCTA policies and procedures for construction projects.

On August 30, 2023, an online Pre-Bid meeting was held on Zoom and was attended by several individuals representing both prime contractor and subcontractor firms. Four addendums were published during the advertisement period. Below is a summary of four addendums released through PlanetBids:

- Addendum 1 extended the bid due date from September 19, 2023, to September 26, 2023. Under this addendum, several supplemental reports were made available on PlanetBids.

*Entity: San Bernardino County Transportation Authority*

## Board of Directors Agenda Item

December 6, 2023

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- Addendum 2 extended the question submittal deadline from September 13, 2023, to September 18, 2023.
- Addendum 3 extended the bid due date to October 10, 2023.
- Addendum 4 provided responses to questions received prior to the question submittal deadline and published redline markups for changes in the IFB, plan sheets, and specifications.

On October 10, 2023, SBCTA received four bids from contractors whose bids ranged from a low of \$24,926,687.23 to a high of \$34,965,806.30. At the bid opening, SEMA Construction, Inc. (SEMA) was identified as the apparent lowest bidder at \$24,926,687.23, followed by Granite Construction Company at \$26,844,862.00. The complete listing of bid day results for this project is provided in Attachment A.

All bids were reviewed by staff for discrepancies and compliance with the IFB. A separate bid analysis was performed to confirm that all tabulations were accurate and correct, confirming the bid rankings. The IFB required the apparent lowest bidder to produce all required forms outlined in the IFB by the required due date and time to remain the lowest bidder eligible. Since the TCEP funds were federalized, a Disadvantaged Business Enterprise (DBE) goal of 22% was specified in the IFB.

Based on review by staff, SEMA's bid was found to be the lowest responsive and responsible bid and was found to be compliant with all IFB requirements. SEMA has met and exceeded the DBE goal. Caltrans reviewers concurred with SBCTA's determination on the sufficiency of SEMA's bid on November 1, 2023.

The contract award with contingencies and supplemental items was originally programmed to be funded with Measure I Valley Freeway Program funds and \$24,074,000 of TCEP funds, of which, \$14,444,000 was awarded to SBCTA in December 2020 as a regional grant by the CTC and \$9,630,000 was contributed by Caltrans with the split of total costs being 68.18% SBCTA share and 31.82% State share. Award of this contract will exceed the estimated amount in Baseline Agreement No. 21-1002563, which authorized the TCEP funds in December 2020, by \$2,484,000. After verifying that the lowest bid was responsive, staff notified Caltrans of the cost increase; and a supplemental authorization of the State's share of the cost increase, in the amount of \$790,409, is being taken to the December 6, 2023 CTC meeting. The remaining amount of \$1,693,591 for the cost increase will be funded with Measure I Valley Freeway Program funds. The cost increase between the engineer's estimate and the lowest bid is attributed primarily to increased price of concrete and labor. Staff performed a bid analysis and found the bid to be balanced and reasonable taking into consideration current prices of materials.

Therefore, staff is recommending the Board authorize the Executive Director, or his designee, to award Contract No. 23-1002869 for Construction of the Interstate 10 Eastbound Truck Climbing Lane Project to SEMA in an amount not-to-exceed \$24,926,687.23, subject to the supplemental allocation of TCEP funds for the State's share of the cost increase of the contract and approval as to form by SBCTA General Counsel, or her designee.



## Board of Directors Agenda Item

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Staff is also recommending to authorize the Executive Director, or his designee, to approve a Contingency in a not-to-exceed amount of \$3,731,253, consisting of a 10% project contingency of \$2,492,669 and project supplemental items at \$1,238,584 (as shown in Attachment B). In accordance with the SBCTA Contracting and Procurement Policy No. 11000 Section VIII.6., the SBCTA Department Director, or her designee, is delegated authority to release Board approved contingency for the contract. With a December 2023 contract award, staff anticipates work to begin in February/March 2024 and would continue through June of 2025 for completion of beneficial use.

***Financial Impact:***

This item is consistent with the Fiscal Year 2023/2024 Budget under Task No. 0820 Freeway Projects, Sub-Task No. 0854 I-10 Eastbound Truck Climbing Lane.

***Reviewed By:***

This item has not received prior policy committee or technical advisory committee review. This item is being presented directly to the Board of Directors at its December 6, 2023 meeting pursuant to Contracting and Procurement Policy No. 11000, Section V.B.2.d, as this is a construction contract award to the lowest responsive responsible bidder. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft contract.

***Responsible Staff:***

Paul Melocoton, Project Manager

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Approved  
Board of Directors  
Date: December 6, 2023

Witnessed By:



**CONTRACT NO. 23-1002869****BY AND BETWEEN****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND****SEMA CONSTRUCTION, INC.****FOR****CONSTRUCTION OF THE INTERSTATE 10 (I-10) EASTBOUND  
TRUCK CLIMBING LANE**

This contract, (referred to as “Contract”) effective on the Effective Date as defined herein, is by and between San Bernardino County Transportation Authority, (“SBCTA”), whose address is 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715; and SEMA Construction, Inc., (referred to hereafter as “CONTRACTOR”) whose address is; 9810 Scripps Lake Dr. Ste. C., San Diego, CA 92131. SBCTA and CONTRACTOR are each a “Party” and collectively the “Parties” herein.

**RECITALS:**

**WHEREAS**, SBCTA has determined that it requires construction of I-10 Eastbound Truck Climbing Lane; and

**WHEREAS**, the work described herein cannot be performed by the employees of SBCTA; and

**WHEREAS**, CONTRACTOR has certified that they have the requisite personnel, experience, materials, and equipment and is fully capable and qualified to perform all work described herein identified herein; and

**WHEREAS**, CONTRACTOR desires to perform all work identified herein and to do so for the compensation and in accordance with the terms and conditions set forth in this contract.

**NOW, THEREFORE**, the Parties hereto agree as follows:

**ARTICLE 1. CONTRACT DOCUMENTS**

The complete Contract includes all of the following Contract Documents: the Contract Articles; Exhibit A - LAPM Exhibit 12-G (which includes Form FHWA -1273); Invitation For Bids 23 1002869 (IFB) dated **August 16, 2023**; bid dated **September 19, 2023**; California Department of Transportation Standard Plans, dated 2018; the Standard Specifications, dated 2018; 2018 Green Book and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished; Project Plans dated **November 7, 2022**; Addendum No. 1, Addendum No. 2,

Addendum No. 3, and Addendum No. 4; , Notice to Bidders and Special Provisions dated **February 23, 2023**; and Performance and Payment Bonds.

## **ARTICLE 2. BONDS**

CONTRACTOR will furnish a Payment bond, in the form provided by SBCTA in the IFB, in an amount equal to one hundred percent (100%) of the contract price, and a faithful Performance bond in the form provided by SBCTA in the IFB, in an amount equal to one hundred percent (100%) of the contract price, said bonds, to be secured from a surety company satisfactory to SBCTA within ten (10) working days of the date of SBCTA's delivery to CONTRACTOR of the Notice of Award this Contract and prior to the commencement of work under this Contract. Bonds shall remain in full force and effect for a period of one (1) year following the date of filing of the Notice of Completion. Notwithstanding any other provision set forth in this Contract, performance by a Surety or Guarantor of any obligation of CONTRACTOR shall not relieve CONTRACTOR of any of its obligations thereunder.

## **ARTICLE 3. PROMPT PAYMENT/RETENTION**

CONTRACTOR is required to pay all subcontractors for satisfactory performance of their work no later than 7 days from the date CONTRACTOR receives payment from SBCTA. SBCTA shall hold retainage from CONTRACTOR of five percent (5%) from each invoice, and shall make prompt and regular incremental acceptances of portions, as determined by SBCTA, of the contract work and pay retainage to the CONTRACTOR based on these acceptances. The CONTRACTOR or subcontractor(s) shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work. Any delay or postponement of payment may take place only for good cause and with SBCTA's prior written approval. Any violation of these provisions shall subject CONTRACTOR to the penalties, sanctions, and other remedies specified in section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the CONTRACTOR or subcontractor in the event of: a dispute involving late payment or nonpayment by the CONTRACTOR; deficient subcontractor performance; and/or non-compliance by a subcontractor. This Article applies to DBE and non-DBE sub-contractors.

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code concerning prompt payment to subcontractors.

SBCTA has adopted a prompt payment provision on all DOT – assisted contracts, to facilitate timely payment to all subcontractors/subconsultants in accordance with regulatory mandates. This provision requires a Contractor to issue payment to all subcontractors (DBE's and non-DBE's), for satisfactory performance of their contracts, no later than seven (7) days from receipt of each payment made to the Contractor by Department.

Commencing with the Contractors second Pay Application Request/Invoice, the Contractor shall provide SBCTA with evidence in the form of a signed assurance that the Contractor has paid all subcontractors/subconsultants all amounts due for work that the subcontractor/subconsultant has satisfactorily performed. The statement of compliance, signed under penalty of perjury, may be included within the Pay Application document or as an attachment.

Attention is directed to the Prompt Payment Certification Form attached as Appendix C of these special provisions.

The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every DBE subcontractor, DBE vendor of materials and DBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" Form 17-F and certified correct by the Contractor or the Contractor's authorized representative. The form shall be furnished to the engineer within ninety days from the date of contract acceptance. The amount of \$10,000 will be withheld from payment until a satisfactory form is submitted.

Prior to the fifteenth of each month, the Contractor shall submit documentation to the Engineer showing the amount paid to DBE trucking companies. The Contractor shall also obtain and submit documentation to the Engineer showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.

The Contractor shall also obtain and submit documentation to the Engineer showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month. This documentation shall be submitted on "Monthly DBE Trucking Verification" Form CEM-2404(F).

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

#### **ARTICLE 4.           COMPENSATION**

4.1 SBCTA agrees to pay, and CONTRACTOR agrees to accept as full payment for the work outlined in the Contract documents, the sum of **TWENTY FOUR MILLION NINE HUNDRED TWENTY SIX THOUSAND SIX HUNDRED EIGHTY SEVEN DOLLARS**

**AND TWENTY THREE CENTS (\$24,926,687.23)**, including without limitation any compensation due for unit price work which shall be calculated as the actual number of such units performed multiplied by the unit price, subject to additions and deductions, if any, in accordance with said documents. Progress payments shall not be made more often than once each thirty (30) days, nor shall the amount paid be in excess of ninety-five percent (95%) of either the pro-rata amount due for completed work as the progress payment date, or of the full payment amount of the Contract at time of completion. Payment requests shall not be deemed properly completed unless certified payrolls and any other mandatory submittals have been properly completed and submitted for each week worked during the time period covered by said payment request. Final payment will be made after acceptance of the Project. The Bid Schedule presented on the next page is incorporated into this Contract by this reference.

- 4.2 Pursuant to California Public Contract Code section 22300, CONTRACTOR has the option to deposit securities with an Escrow Agent acceptable to SBCTA as a substitute for retention earnings required to be withheld. Alternatively, CONTRACTOR may submit a written request to SBCTA, who shall make payments of the retention amount directly to the Escrow Agent. The market value of the securities deposited at the time of substitution shall be at least equal to the cash amount required to be withheld as retention under this Contract. CONTRACTOR shall be responsible for paying all fees incurred by the Escrow Agent in administering the Escrow Account. Securities eligible for investment under this section shall include those listed in section 16430 of the Government Code.
- 4.3 In addition, on any partial payment made after 95 percent of the work has been completed, SBCTA may reduce the amount withheld from payment pursuant to the requirements of this Article to such lesser amount as SBCTA determines is adequate security for the fulfillment of the balance of the work and other requirements of the contract, but in no event will that amount be reduced to less than 125 percent of the estimated value of the work yet to be completed as determined by the Engineer. A reduction in retention will only be made upon the written request of the Contractor and shall be approved in writing by the surety on the Performance Bond and by the surety on the Payment Bond. The approval of the surety shall be submitted to Director of Project Delivery the signature of the person executing the approval for the surety shall be properly acknowledged and the power of attorney authorizing the person to give that consent must either accompany the document or be on file with SBCTA.



| Item No. | Item Code | Description                                   | Reference | Unit of Measure | Quantity | SEMA Construction, Inc. - Unit Price | SEMA Construction, Inc. - Line Total |
|----------|-----------|---|-----------|-----------------|----------|--------------------------------------|--------------------------------------|
| 1        | 010329    | CONCRETE BARRIER MARKER                       |           | EA              | 60       | \$41.00                              | \$2,460.00                           |
| 2        | 015602    | FUNDING AWARENESS SIGN                        |           | LS              | 2        | \$3,400.00                           | \$6,800.00                           |
| 3        | 066105    | RESIDENT ENGINEERS OFFICE                     |           | LS              | 1        | \$111,700.00                         | \$111,700.00                         |
| 4        | 070030    | LEAD COMPLIANCE PLAN                          |           | LS              | 1        | \$2,700.00                           | \$2,700.00                           |
| 5        | 080060    | LEVEL 2 CRITICAL PATH METHOD SCHEDULE         |           | LS              | 1        | \$37,600.00                          | \$37,600.00                          |
| 6        | 090100    | TIME-RELATED OVERHEAD                         |           | WDAY            | 330      | \$3,601.12                           | \$1,188,369.60                       |
| 7        | 090140    | RENEWABLE DIESEL REPORT                       |           | EA              | 6        | \$500.00                             | \$3,000.00                           |
| 8        | 100100    | DEVELOP WATER SUPPLY                          |           | LS              | 1        | \$361,600.00                         | \$361,600.00                         |
| 9        | 120090    | CONSTRUCTION AREA SIGNS                       |           | LS              | 1        | \$37,300.00                          | \$37,300.00                          |
| 10       | 120100    | TRAFFIC CONTROL SYSTEM                        |           | LS              | 1        | \$301,700.00                         | \$301,700.00                         |
| 11       | 120103    | STATIONARY IMPACT ATTENUATOR VEHICLE          |           | EA              | 20       | \$1,200.00                           | \$24,000.00                          |
| 12       | 120159    | TEMPORARY TRAFFIC STRIPE (PAINT)              |           | LF              | 137900   | \$0.72                               | \$99,288.00                          |
| 13       | 120165    | CHANNELIZER (SURFACE MOUNTED)                 |           | EA              | 190      | \$45.00                              | \$8,550.00                           |
| 14       | 120204    | PORTABLE RADAR SPEED FEEDBACK SIGN SYSTEM DAY |           | EA              | 2        | \$4,500.00                           | \$9,000.00                           |
| 15       | 120300    | TEMPORARY PAVEMENT MARKER                     |           | EA              | 2570     | \$3.10                               | \$7,967.00                           |
| 16       | 120320    | TEMPORARY BARRIER SYSTEM (TYPE K)             |           | LF              | 33320    | \$28.00                              | \$932,960.00                         |
| 17       | 128651    | PORTABLE CHANGEABLE MESSAGE SIGNS             |           | EA              | 4        | \$18,700.00                          | \$74,800.00                          |

Attachment: 23-1002869 (10008 : Award Contract No. 23-1002869 for I-10 EB TCL Project)

|    |         |  |  |    |       |             |              |
|----|---------|--|--|----|-------|-------------|--------------|
| 18 | 128654  | TEMPORARY<br>AUTOMATED END<br>OF QUEUE<br>WARNING SYSTEM<br>(TYPE 1) DAY                             |  | EA | 2     | \$15,200.00 | \$30,400.00  |
| 19 | 128658  | END OF QUEUE<br>MONITORING AND<br>WARNING WITH<br>TRUCK MOUNTED<br>CHANGEABLE<br>MESSAGE SIGN<br>DAY |  | EA | 2     | \$15,200.00 | \$30,400.00  |
| 20 | 129100  | TEMPORARY<br>CRASH CUSHION<br>MODULE   |  | EA | 210   | \$200.00    | \$42,000.00  |
| 21 | 129110A | ALTERNATIVE<br>TEMPORARY<br>CRASH CUSHION  |  | EA | 4     | \$12,000.00 | \$48,000.00  |
| 22 | 129150  | TEMPORARY<br>TRAFFIC SCREEN  |  | LF | 27910 | \$7.50      | \$209,325.00 |
| 23 | 129152  | TEMPORARY<br>RADAR SPEED<br>FEEDBACK SIGN<br>SYSTEM  |  | EA | 2     | \$5,100.00  | \$10,200.00  |
| 24 | 130100  | JOB SITE<br>MANAGEMENT   |  | LS | 1     | \$80,200.00 | \$80,200.00  |
| 25 | 130300  | PREPARE STORM<br>WATER POLLUTION<br>PREVENTION PLAN  |  | LS | 1     | \$1,500.00  | \$1,500.00   |
| 26 | 130310  | RAIN EVENT<br>ACTION PLAN  |  | EA | 48    | \$230.00    | \$11,040.00  |
| 27 | 130320  | STORM WATER<br>SAMPLING AND<br>ANALYSIS DAY  |  | EA | 28    | \$230.00    | \$6,440.00   |
| 28 | 130330  | STORM WATER<br>ANNUAL REPORT   |  | EA | 2     | \$450.00    | \$900.00     |
| 29 | 130610  | TEMPORARY<br>CHECK DAM   |  | LF | 4380  | \$11.00     | \$48,180.00  |
| 30 | 130620  | TEMPORARY<br>DRAINAGE INLET<br>PROTECTION  |  | EA | 90    | \$350.00    | \$31,500.00  |
| 31 | 130650  | TEMPORARY<br>GRAVEL BAG BERM   |  | LF | 330   | \$13.00     | \$4,290.00   |
| 32 | 130710  | TEMPORARY<br>CONSTRUCTION<br>ENTRANCE  |  | EA | 9     | \$7,500.00  | \$67,500.00  |
| 33 | 130730  | STREET SWEEPING  |  | LS | 1     | \$80,400.00 | \$80,400.00  |

Attachment: 23-1002869 (10008 : Award Contract No. 23-1002869 for I-10 EB TCL Project)

|    |        |   |  |      |        |              |                |
|----|--------|---|--|------|--------|--------------|----------------|
| 34 | 130900 | TEMPORARY<br>CONCRETE<br>WASHOUT                    |  | LS   | 1      | \$160,900.00 | \$160,900.00   |
| 35 | 131201 | TEMPORARY CREEK<br>DIVERSION<br>SYSTEMS             |  | LS   | 1      | \$60,000.00  | \$60,000.00    |
| 36 | 140003 | ASBESTOS<br>COMPLIANCE PLAN                         |  | LS   | 1      | \$5,100.00   | \$5,100.00     |
| 37 | 141120 | TREATED<br>WOODWASTE                                |  | LB   | 320600 | \$0.26       | \$83,356.00    |
| 38 | 146002 | CONTRACTOR-<br>SUPPLIED<br>BIOLOGIST                |  | LS   | 1      | \$84,400.00  | \$84,400.00    |
| 39 | 146007 | INVASIVE SPECIES<br>CONTROL                         |  | LS   | 1      | \$13,200.00  | \$13,200.00    |
| 40 | 148005 | NOISE<br>MONITORING                                 |  | LS   | 1      | \$2,300.00   | \$2,300.00     |
| 41 | 153248 | REMOVE<br>CONCRETE<br>(MISCELLANEOUS)               |  | SQFT | 1630   | \$2.30       | \$3,749.00     |
| 42 | 160110 | TEMPORARY HIGH-<br>VISIBILITY FENCE                 |  | LF   | 1260   | \$7.00       | \$8,820.00     |
| 43 | 170103 | CLEARING AND<br>GRUBBING                            |  | LS   | 1      | \$47,800.00  | \$47,800.00    |
| 44 | 190101 | ROADWAY<br>EXCAVATION                               |  | CY   | 38200  | \$30.00      | \$1,146,000.00 |
| 45 | 194001 | DITCH EXCAVATION                                    |  | CY   | 80     | \$63.00      | \$5,040.00     |
| 46 | 200114 | ROCK BLANKET  |  | SQFT | 320    | \$45.00      | \$14,400.00    |
| 47 | 210300 | HYDROMULCH  |  | SQFT | 2710   | \$1.00       | \$2,710.00     |
| 48 | 210430 | HYDROSEED   |  | SQFT | 2710   | \$1.00       | \$2,710.00     |
| 49 | 250201 | CLASS 2<br>AGGREGATE<br>SUBBASE                     |  | CY   | 4870   | \$51.00      | \$248,370.00   |
| 50 | 260203 | CLASS 2<br>AGGREGATE BASE                           |  | CY   | 12200  | \$49.00      | \$597,800.00   |
| 51 | 390100 | PRIME COAT  |  | TON  | 28     | \$1,100.00   | \$30,800.00    |
| 52 | 390132 | HOT MIX ASPHALT<br>(TYPE A)                         |  | TON  | 3460   | \$150.00     | \$519,000.00   |
| 53 | 390137 | RUBBERIZED HOT<br>MIX ASPHALT (GAP<br>GRADED)       |  | TON  | 23     | \$1,500.00   | \$34,500.00    |
| 54 | 394090 | PLACE HOT MIX<br>ASPHALT<br>(MISCELLANEOUS<br>AREA) |  | SQYD | 40     | \$130.00     | \$5,200.00     |
| 55 | 394074 | PLACE HOT MIX<br>ASPHALT DIKE<br>(TYPE C)           |  | LF   | 230    | \$13.00      | \$2,990.00     |

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|    |        |   |                |      |       |             |                |
|----|--------|---|----------------|------|-------|-------------|----------------|
| 56 | 394077 | PLACE HOT MIX ASPHALT DIKE (TYPE F)                                 |                | LF   | 380   | \$13.00     | \$4,940.00     |
| 57 | 397005 | TACK COAT   |                | TON  | 0.1   | \$12,886.10 | \$1,288.61     |
| 58 | 398001 | REMOVE ASPHALT CONCRETE PAVEMENT                                    |                | SQFT | 1160  | \$2.80      | \$3,248.00     |
| 59 | 398100 | REMOVE ASPHALT CONCRETE DIKE  |                | LF   | 420   | \$7.50      | \$3,150.00     |
| 60 | 398200 | COLD PLANE ASPHALT CONCRETE PAVEMENT                                |                | SQYD | 60    | \$160.00    | \$9,600.00     |
| 61 | 400050 | CONTINUOUSLY REINFORCED CONCRETE PAVEMENT                           |                | CY   | 6950  | \$510.00    | \$3,544,500.00 |
| 62 | 401050 | JOINTED PLAIN CONCRETE PAVEMENT                                     |                | CY   | 10920 | \$410.00    | \$4,477,200.00 |
| 63 | 414241 | ISOLATION JOINT SEAL (SILICONE)                                     |                | LF   | 43410 | \$11.00     | \$477,510.00   |
| 64 | 418005 | REMOVE CONCRETE PAVEMENT  |                | SQYD | 110   | \$37.00     | \$4,070.00     |
| 65 | 510094 | STRUCTURAL CONCRETE, DRAINAGE INLET                                 | Final Pay Item | CY   | 80    | \$3,700.00  | \$296,000.00   |
| 66 | 510502 | MINOR CONCRETE (MINOR STRUCTURE)                                    | Final Pay Item | CY   | 12    | \$4,700.00  | \$56,400.00    |
| 67 | 510526 | MINOR CONCRETE (BACKFILL)   | Final Pay Item | CY   | 35    | \$550.00    | \$19,250.00    |
| 68 | 610108 | 18" ALTERNATIVE PIPE CULVERT  |                | LF   | 600   | \$100.00    | \$60,000.00    |
| 69 | 610112 | 24" ALTERNATIVE PIPE CULVERT  |                | LF   | 3440  | \$150.00    | \$516,000.00   |
| 70 | 665717 | 18" SLOTTED CORRUGATED STEEL PIPE (.079" THICK)                     |                | LF   | 10    | \$550.00    | \$5,500.00     |
| 71 | 690212 | 12" BITUMINOUS COATED CORRUGATED STEEL PIPE DOWNDRAIN (.079" THICK) |                | LF   | 100   | \$120.00    | \$12,000.00    |

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|    |         |   |                |      |       |            |              |
|----|---------|---|----------------|------|-------|------------|--------------|
| 72 | 703233A | TRASH CAPTURE DEVICE                                |                | EA   | 1     | \$5,500.00 | \$5,500.00   |
| 73 | 705315  | 24"ALTERNATIVE FLARED END SECTION                   |                | EA   | 1     | \$1,100.00 | \$1,100.00   |
| 74 | 710132  | REMOVE CULVERT                                      |                | LF   | 70    | \$40.00    | \$2,800.00   |
| 75 | 710150  | REMOVE INLET  |                | EA   | 2     | \$2,200.00 | \$4,400.00   |
| 76 | 723060  | ROCK SLOPE PROTECTION (300 LB, CLASS IV, METHOD B)  | Final Pay Item | CY   | 14    | \$170.00   | \$2,380.00   |
| 77 | 723070  | ROCK SLOPE PROTECTION (150 LB, CLASS III, METHOD B) | Final Pay Item | CY   | 1.9   | \$710.00   | \$1,349.00   |
| 78 | 723080  | ROCK SLOPE PROTECTION (60 LB, CLASS II, METHOD B)   | Final Pay Item | CY   | 6     | \$360.00   | \$2,160.00   |
| 79 | 723095  | ROCK SLOPE PROTECTION (20 lb, CLASS I, METHOD B)    | Final Pay Item | CY   | 650   | \$130.00   | \$84,500.00  |
| 80 | 723110  | ROCK SLOPE PROTECTION (1/2 T, CLASS VII, METHOD B)  | Final Pay Item | CY   | 2590  | \$140.00   | \$362,600.00 |
| 81 | 729011  | ROCK SLOPE PROTECTION FABRIC (CLASS 8)              |                | SQYD | 2650  | \$3.30     | \$8,745.00   |
| 82 | 730010A | MINOR CONCRETE DIKE (TYPE E)                        |                | LF   | 70    | \$39.00    | \$2,730.00   |
| 83 | 730010B | MINOR CONCRETE DIKE (TYPE F)                        |                | LF   | 10    | \$230.00   | \$2,300.00   |
| 84 | 731710  | REMOVE CONCRETE CURB (LF)                           |                | LF   | 50    | \$28.00    | \$1,400.00   |
| 85 | 750001  | MISCELLANEOUS IRON AND STEEL                        | Final Pay Item | LB   | 21100 | \$2.80     | \$59,080.00  |
| 86 | 750010  | MANHOLE FRAME AND COVER                             |                | EA   | 2     | \$1,600.00 | \$3,200.00   |
| 87 | 810120  | REMOVE PAVEMENT MARKER                              |                | EA   | 2570  | \$1.00     | \$2,570.00   |
| 88 | 810190  | GUARD RAILING DELINEATOR                            |                | EA   | 6     | \$36.00    | \$216.00     |

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|     |        |   |  |      |       |            |                |
|-----|--------|---|--|------|-------|------------|----------------|
| 89  | 810230 | PAVEMENT<br>MARKER<br>(RETROREFLECTIVE)                       |  | EA   | 2400  | \$4.10     | \$9,840.00     |
| 90  | 820113 | TREATMENT BEST<br>MANAGEMENT<br>PRACTICE MARKER               |  | EA   | 5     | \$100.00   | \$500.00       |
| 91  | 820130 | OBJECT MARKER   |  | EA   | 3     | \$100.00   | \$300.00       |
| 92  | 820134 | OBJECT MARKER<br>(TYPE P)                                     |  | EA   | 40    | \$100.00   | \$4,000.00     |
| 93  | 820250 | REMOVE ROADSIDE<br>SIGN                                       |  | EA   | 4     | \$280.00   | \$1,120.00     |
| 94  | 820370 | REMOVE SIGN<br>OVERLAY  |  | EA   | 1     | \$1,000.00 | \$1,000.00     |
| 95  | 820710 | FURNISH<br>LAMINATED PANEL<br>SIGN (1" - TYPE A)              |  | SQFT | 20    | \$26.00    | \$520.00       |
| 96  | 820760 | FURNISH SINGLE<br>SHEET ALUMINUM<br>SIGN (0.080"<br>UNFRAMED) |  | SQFT | 160   | \$11.00    | \$1,760.00     |
| 97  | 820780 | FURNISH SINGLE<br>SHEET ALUMINUM<br>SIGN (0.063"<br>FRAMED)   |  | SQFT | 80    | \$18.00    | \$1,440.00     |
| 98  | 820840 | ROADSIDE SIGN -<br>ONE POST                                   |  | EA   | 9     | \$410.00   | \$3,690.00     |
| 99  | 820850 | ROADSIDE SIGN -<br>TWO POST                                   |  | EA   | 3     | \$830.00   | \$2,490.00     |
| 100 | 820870 | INSTALL SIGN<br>OVERLAY                                       |  | SQFT | 20    | \$1,000.00 | \$20,000.00    |
| 101 | 832006 | MIDWEST<br>GUARDRAIL<br>SYSTEM (STEEL<br>POST)                |  | LF   | 270   | \$53.00    | \$14,310.00    |
| 102 | 832070 | VEGETATION<br>CONTROL (MINOR<br>CONCRETE)                     |  | SQYD | 310   | \$100.00   | \$31,000.00    |
| 103 | 839543 | TRANSITION<br>RAILING (TYPE WB-<br>31)                        |  | EA   | 3     | \$4,400.00 | \$13,200.00    |
| 104 | 839578 | END CAP (TYPE TC)   |  | EA   | 3     | \$260.00   | \$780.00       |
| 105 | 839584 | ALTERNATIVE IN-<br>LINE TERMINAL<br>SYSTEM                    |  | EA   | 3     | \$4,000.00 | \$12,000.00    |
| 106 | 839647 | CONCRETE<br>BARRIER (TYPE<br>60MGC)                           |  | LF   | 14000 | \$180.00   | \$2,520,000.00 |

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|     |         |  |                |      |        |                |                |
|-----|---------|--|----------------|------|--------|----------------|----------------|
| 107 | 839648  | CONCRETE BARRIER (TYPE 60MGF)                            |                | LF   | 190    | \$630.00       | \$119,700.00   |
| 108 | 839648A | CONCRETE BARRIER (TYPE 60MGF/60G Mod)                    |                | LF   | 280    | \$930.00       | \$260,400.00   |
| 109 | 839745  | CONCRETE BARRIER TRANSITION                              | Final Pay Item | LF   | 5      | \$3,700.00     | \$18,500.00    |
| 110 | 839752  | REMOVE GUARDRAIL   |                | LF   | 29130  | \$5.50         | \$160,215.00   |
| 111 | 839774  | REMOVE CONCRETE BARRIER                                  |                | LF   | 24     | \$240.00       | \$5,760.00     |
| 112 | 840515  | THERMOPLASTIC PAVEMENT MARKING                           |                | SQFT | 1870   | \$4.60         | \$8,602.00     |
| 113 | 846007  | 6" THERMOPLASTIC STRIPE (ENHANCED WET NIGHT VISIBILITY)  |                | LF   | 61040  | \$0.95         | \$57,988.00    |
| 114 | 846013  | 12" THERMOPLASTIC STRIPE (ENHANCED WET NIGHT VISIBILITY) |                | LF   | 2820   | \$1.50         | \$4,230.00     |
| 115 | 846020  | REMOVE PAINTED TRAFFIC STRIPE                            |                | LF   | 137900 | \$0.46         | \$63,434.00    |
| 116 | 847210  | 6" TRAFFIC STRIPE TAPE (WARRANTY)                        |                | LF   | 74520  | \$2.30         | \$171,396.00   |
| 117 | 847216  | 8" TRAFFIC STRIPE TAPE (WARRANTY)                        |                | LF   | 14590  | \$4.10         | \$59,819.00    |
| 118 | 872135  | MODIFYING TRAFFIC MONITORING STATIONS                    |                | LS   | 1      | \$51,700.00    | \$51,700.00    |
| 119 | 999990  | MOBILIZATION   |                | LS   | 1      | \$2,492,668.72 | \$2,492,668.72 |
| 120 | 192003  | STRUCTURE EXCAVATION (BRIDGE)                            | Final Pay Item | CY   | 16     | \$1,400.00     | \$22,400.00    |
| 121 | 192020  | STRUCTURE EXCAVATION (TYPE D)                            | Final Pay Item | CY   | 108    | \$600.00       | \$64,800.00    |
| 122 | 193003  | STRUCTURE BACKFILL (BRIDGE)                              | Final Pay Item | CY   | 15     | \$2,600.00     | \$39,000.00    |
| 123 | 495106  | FURNISH 18" CAST-IN-STEEL SHELL CONCRETE PILING          |                | LF   | 1374   | \$99.00        | \$136,026.00   |

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|     |         |  |                |    |       |             |                 |
|-----|---------|--|----------------|----|-------|-------------|-----------------|
| 124 | 495107  | DRIVE 18" CAST-IN-STEEL SHELL CONCRETE PILE          |                | EA | 24    | \$13,300.00 | \$319,200.00    |
| 125 | 510051  | STRUCTURAL CONCRETE, BRIDGE FOOTING                  | Final Pay Item | CY | 25    | \$860.00    | \$21,500.00     |
| 126 | 510053  | STRUCTURAL CONCRETE, BRIDGE                          | Final Pay Item | CY | 133   | \$3,400.00  | \$452,200.00    |
| 127 | 510054  | STRUCTURAL CONCRETE, BRIDGE (POLYMER FIBER)          | Final Pay Item | CY | 82    | \$2,300.00  | \$188,600.00    |
| 128 | 510081  | AGGREGATE BASE (APPROACH SLAB)                       |                | CY | 5     | \$410.00    | \$2,050.00      |
| 129 | 510087  | STRUCTURAL CONCRETE, APPROACH SLAB (TYPE R)          |                | CY | 46    | \$2,800.00  | \$128,800.00    |
| 130 | 510088  | STRUCTURAL CONCRETE, APPROACH SLAB (TYPE N MODIFIED) | Final Pay Item | CY | 54    | \$1,600.00  | \$86,400.00     |
| 131 | 510800  | PAVING NOTCH EXTENSION                               |                | CF | 29    | \$260.00    | \$7,540.00      |
| 132 | 511106  | DRILL AND BOND DOWEL                                 |                | LF | 209   | \$60.00     | \$12,540.00     |
| 133 | 519088  | JOINT SEAL (MR 1")                                   |                | LF | 75    | \$81.00     | \$6,075.00      |
| 134 | 520102  | BAR REINFORCING STEEL (BRIDGE)                       | Final Pay Item | LB | 36061 | \$1.50      | \$54,091.50     |
| 135 | 520106  | BAR REINFORCING STEEL (EPOXY COATED)                 | Final Pay Item | LB | 40524 | \$2.30      | \$93,205.20     |
| 136 | 520115  | BAR REINFORCING STEEL (GALVANIZED)                   | Final Pay Item | LB | 858   | \$3.70      | \$3,174.60      |
| 137 | 600067  | CORE CONCRETE (5")                                   |                | LF | 30    | \$210.00    | \$6,300.00      |
| 138 | 600114  | BRIDGE REMOVAL (PORTION)                             |                | LS | 1     | \$85,000.00 | \$85,000.00     |
| 139 | 750505  | BRIDGE DECK DRAINAGE SYSTEM                          | Final Pay Item | LB | 387   | \$33.00     | \$12,771.00     |
| 140 | 839654A | CONCRETE BARRIER (TYPE 60MGC Mod)                    |                | LF | 175   | \$250.00    | \$43,750.00     |
|     |         |  |                |    |       | Subtotal    | \$24,926,687.23 |
|     |         |  |                |    |       | Total       | \$24,926,687.23 |

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**ARTICLE 5. TAXES, DUTIES AND FEES**

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

**ARTICLE 6. AVAILABILITY OF FUNDS**

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

**ARTICLE 7. PERMITS AND LICENSES**

CONTRACTOR agrees that he/she is currently the holder of a valid license as a CONTRACTOR in the State of California and that the license is the correct class of license for the work described in the project plans and specifications. CONTRACTOR further agrees to maintain license through the entire duration of Contract without additional compensation from SBCTA. CONTRACTOR also agrees to keep current as required by the "Notice to Bidders and Special Provisions", all current permits required throughout the duration of the Project.

**ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT**

CONTRACTOR shall provide SBCTA, the U.S. Department of Transportation (DOT), including but not limited to the Federal Transit or Federal Highway Administration, and the Comptroller General of the United States, or other authorized representatives or agents of SBCTA, access to CONTRACTOR's records which are directly related to this Contract for the purpose of inspection, auditing or copying. CONTRACTOR shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, except in the event of litigation or settlement of claims arising out of this Contract in which case CONTRACTOR agrees to maintain records through the conclusion of all such litigation, appeals or claims related to this Contract. CONTRACTOR further agrees to maintain separate records for costs of work performed by change order. CONTRACTOR shall allow SBCTA, Caltrans, FHWA or FTA, or its representatives or agents to reproduce any materials as reasonably necessary.

## ARTICLE 9. SCHEDULE

CONTRACTOR agrees to complete the work within the time period as stipulated in the Special Provisions attached herein. CONTRACTOR shall incur no costs (excluding insurance and bonds) and shall not perform or furnish any work, services or equipment under this Contract, unless and until SBCTA has issued a written Notice To Proceed (NTP).

## ARTICLE 10. NONDISCRIMINATION/ EQUAL EMPLOYMENT OPPORTUNITY

10.1 CONTRACTOR agrees to comply with the Equal Employment Opportunity (EEO) regulations for federally assisted programs of the Department of transportation (DOT), Title 49 CFR Part 60-1.4 as they may be amended from time to time, which are herein incorporated by this reference and made part of this Contract. The following minimum specific requirement EEO regulations:

10.1.1 CONTRACTOR will work with SBCTA and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the Contract.

10.1.2 CONTRACTOR will accept as his operating policy the following statement: "It is the policy of this company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

10.2 EEO Officer: CONTRACTOR will designate and submit to SBCTA in writing the EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active CONTRACTOR program of EEO and who must be assigned adequate SBCTA and responsibility to do so.

10.3 Dissemination of Policy: All employees of the CONTRACTOR who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the CONTRACTOR's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

10.3.1 Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the CONTRACTOR's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

- 10.3.2 All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the CONTRACTOR's EEO obligations within thirty days following their reporting for duty with the CONTRACTOR.
- 10.3.3 All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the CONTRACTOR's procedures for locating and hiring minority group employees.
- 10.3.4 Notices and posters setting forth the CONTRACTOR's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- 10.3.5 CONTRACTOR's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- 10.4 Recruitment: When advertising for employees, CONTRACTOR will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
- 10.4.1 CONTRACTOR will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, CONTRACTOR will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to CONTRACTOR for employment consideration.
- 10.4.2 In the event CONTRACTOR has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits CONTRACTOR's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the CONTRACTOR to do the same, such implementation violates Executive Order 11246, as amended.)
- 10.4.3 CONTRACTOR will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
- 10.5 Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- 10.5.1 CONTRACTOR will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

- 10.5.2 CONTRACTOR will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- 10.5.3 CONTRACTOR will periodically review-selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the CONTRACTOR will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- 10.5.4 CONTRACTOR will promptly investigate all complaints of alleged discrimination made to the CONTRACTOR in connection with his obligations under this Contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the CONTRACTOR will inform every complainant of all of his avenues of appeal.
- 10.6 Training and Promotion: CONTRACTOR will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- 10.6.1 Consistent with CONTRACTOR's work force requirements and as permissible under Federal and State regulations, the CONTRACTOR shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
- 10.6.2 CONTRACTOR will advise employees and applicants for employment of available training programs and entrance requirements for each.
- 10.6.3 CONTRACTOR will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
- 10.7 Unions: If CONTRACTOR relies in whole or in part upon unions as a source of employees, CONTRACTOR will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by CONTRACTOR either directly or through a CONTRACTOR's association acting, as agent will include the procedures set forth below:
- 10.7.1 CONTRACTOR will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- 10.7.2 CONTRACTOR will use best efforts to incorporate an EEO clause into each union



agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

10.7.3 CONTRACTOR is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to CONTRACTOR, CONTRACTOR shall so certify to SBCTA and shall set forth what efforts have been made to obtain such information.

10.7.4 In the event the union is unable to provide CONTRACTOR with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, CONTRACTOR will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which CONTRACTOR has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents CONTRACTOR from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such CONTRACTOR shall immediately notify SBCTA.

10.8 CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall notify all potential subcontractors and suppliers of his/her EEO obligations under this Contract. Disadvantaged business enterprises (DBE), as defined in 49 CFR Part 23 shall have equal opportunity to compete for and perform subcontracts, which the CONTRACTOR enters into pursuant to this contract. CONTRACTOR will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. CONTRACTOR shall obtain lists of DBE construction firms from SBCTA. CONTRACTOR will use his best efforts to ensure subcontractor compliance with their EEO obligations.

10.9 Records and Reports: CONTRACTOR shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three (3) years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of SBCTA. The records kept by the CONTRACTOR shall document the following: The number of minority and non-minority group members and women employed in each work classification on the project; the progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; the progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and the progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

10.9.1 CONTRACTOR will submit an annual report to SBCTA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, CONTRACTOR will be required to collect and report training data.

## **ARTICLE 11. AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION**

### **11.1 Definitions. As used in this clause—**

Covered area means the geographical area described in the solicitation for this contract.

Deputy Assistant Secretary means the Deputy Assistant Secretary for the Office of Federal Contract Compliance Programs, U.S. Department of Labor, or a designee.

Employer identification number means the Federal Social Security number used on the employer's quarterly Federal tax return, U.S. Treasury Department Form 941.

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at [www.dol.gov/ofccp/LGBT/LGBTFAQs.html](http://www.dol.gov/ofccp/LGBT/LGBTFAQs.html).

Minority means--

- (1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- (2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);
- (3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and
- (4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at [www.dol.gov/ofccp/LGBT/LGBTFAQs.html](http://www.dol.gov/ofccp/LGBT/LGBTFAQs.html).

11.2 If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$ 10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.

11.3 If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

11.4 The Contractor shall implement the affirmative action procedures in subparagraphs (1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

(4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under paragraph (2) of this clause.

(6) Disseminate the Contractor's equal employment policy by-

- (i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;
- (ii) Including the policy in any policy manual and in collective bargaining agreements;
- (iii) Publicizing the policy in the company newspaper, annual report, etc.;
- (iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and
- (v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

(7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

- (11) Validate all tests and other selection requirements where required under 41 CFR 60-3.
- (12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.
- (13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.
- (14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.
- (15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- (16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations
- 11.5 Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.
- 11.6 In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- 11.7 The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:
- 11.7.1 Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

11.7.2 Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

11.7.3 Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

11.7.4 Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

11.7.5 Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph 11.4(2) of this clause.

11.7.6 Disseminate the Contractor's equal employment policy by –

- (i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;
- (ii) Including the policy in any policy manual and in collective bargaining agreements;
- (iii) Publicizing the policy in the company newspaper, annual report, etc.;
- (iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and
- (v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

11.7.7 Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.



- 11.7.8 Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.
- 11.7.9 Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- 11.7.10 Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.
- 11.7.11 Validate all tests and other selection requirements where required under 41 CFR 60-3.
- 11.7.12 Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.
- 11.7.13 Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.
- 11.7.14 Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.
- 11.7.15 Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- 11.7.16 Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.
- 11.8 The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs 11.4(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs 11.4(1) through (16) of this clause, provided the Contractor –

- 11.8.1 Actively participates in the group;
- 11.8.2 Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;
- 11.8.3 Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;
- 11.8.4 Makes a good-faith effort to meet its individual goals and timetables; and
- 11.8.5 Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- 11.9 A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.
- 11.10 The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 11.11 The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.
- 11.12 The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.
- 11.13 The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph 11.4(1) through (16) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.
- 11.14 The Contractor shall designate a responsible official to –
  - 11.14.1 Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;
  - 11.14.2 Submit reports as may be required by the Government; and

11.14.3 Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

11.15 Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

## **ARTICLE 12. CONFLICT OF INTEREST**

CONTRACTOR agrees that it presently has no interest financial or otherwise and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Work required under this Contract or to be contrary to the interests of SBCTA as to the Project. CONTRACTOR further agrees that in the performance of this Contract, no person having any such interest shall be employed. CONTRACTOR is obligated to fully disclose to SBCTA, in writing, conflict of interest issues as soon as they are known to CONTRACTOR. CONTRACTOR acknowledges that no member or delegate to, the Congress of the U.S. shall have any interest, direct or indirect, in this Contract or the benefits thereof.

## **ARTICLE 13. REPRESENTATIONS**

All work supplied by CONTRACTOR under this Contract shall be supplied by personnel who are qualified, careful, skilled, experienced and competent in their respective trades or professions. CONTRACTOR agrees that the Work performed shall conform to all drawings, plans and specifications herein.

## **ARTICLE 14. PROPRIETARY RIGHTS/CONFIDENTIALITY**

14.1 If, as part of this Contract, CONTRACTOR is required to produce materials, documents data, or information ("Products"), then CONTRACTOR, if requested by SBCTA, shall deliver to SBCTA the original of all such products, which shall become the property of SBCTA.

14.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONTRACTOR in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONTRACTOR without the express written consent of SBCTA.

- 14.3 Except as reasonably necessary for the performance of Work, CONTRACTOR agrees that it, its employees, agents, and subcontractors will hold in confidence and not divulge to third parties without prior written consent of SBCTA, any information obtained by CONTRACTOR from or through SBCTA in connection with CONTRACTOR's performance of this Contract, unless: (a) the information was known to CONTRACTOR prior to obtaining same from SBCTA pursuant to a prior contract; or (b) the information was obtained at the time of disclosure to CONTRACTOR, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONTRACTOR or its employees, agents, or subcontractors; or (c) the information was obtained by CONTRACTOR from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONTRACTOR's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONTRACTOR for SBCTA in the performance and completion of CONTRACTOR's Work under this Contract shall remain confidential until released in writing by SBCTA, except to the extent such materials and information become a part of public domain information through no fault of CONTRACTOR, or its employees or agents.
- 14.4 CONTRACTOR shall not use SBCTA's name or photographs of the Project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 14.5 All press releases relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by the Parties.
- 14.6 Applicable patent rights provisions regarding rights to inventions shall be included in the Contract as appropriate (48 CFR 27, Subpart 27.3, Patent Rights under Government Contracts for federal-aid contracts).
- 14.7 CONTRACTOR, its employees, agents and subconsultants shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information ("PII") and/or Sensitive Security Information ("SSI") will be required to execute a Confidentiality Agreement.

## **ARTICLE 15. TERMINATION**

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

- 15.1.1 CONTRACTOR shall deliver to SBCTA all deliverables prepared by CONTRACTOR or its subcontractors or furnished to CONTRACTOR by SBCTA. Upon such delivery, CONTRACTOR may then invoice SBCTA for payment in accordance with the terms herein.
- 15.1.2 If CONTRACTOR has fully and completely performed all obligations under this Contract up to the date of termination, CONTRACTOR shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the contract cost and a pro rata share of any fixed fee for such Services satisfactorily executed to the date of termination.
- 15.1.3 CONTRACTOR shall be entitled to receive the actual cost incurred by CONTRACTOR to return CONTRACTOR's field tools and equipment, if any, to it or its suppliers' premises, or to turn over work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.
- 15.2 Termination for Cause - In the event CONTRACTOR shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONTRACTOR or a receiver shall be appointed on account of its insolvency, or if CONTRACTOR shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, (a) hold in abeyance further payments to CONTRACTOR; (b) stop any Work of CONTRACTOR or its subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONTRACTOR specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the deliverables and finish Services by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONTRACTOR shall not be considered to be a waiver of any subsequent default of CONTRACTOR, nor be deemed to waive, amend, or modify any term of this Contract.
- 15.2.1 CONTRACTOR shall deliver to SBCTA all finished and unfinished products prepared under this Contract by CONTRACTOR or its subcontractors or furnished to CONTRACTOR by SBCTA within ten (10) working days of said notice.
- 15.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONTRACTOR be entitled to any prospective profits or any damages because of such termination.

## ARTICLE 16. STOP WORK ORDER

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

## ARTICLE 17. CLAIMS

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

Per Public Contract Code (PCC) §9204:

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.



(B) “Public entity” shall not include the following:

- (i) The Department of Water Resources as to any project under the jurisdiction of that department.
- (ii) The Department of Transportation as to any project under the jurisdiction of that department.
- (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
- (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code .
- (v) The Military Department as to any project under the jurisdiction of that department.
- (vi) The Department of General Services as to all other projects.
- (vii) The High-Speed Rail Authority.

(4) “Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) “Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000 ) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

- (2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

- (3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

## **ARTICLE 18. INSURANCE**

18.1 CONTRACTOR shall furnish SBCTA with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and if requested by SBCTA a copy of the Declarations and Endorsement Page(s) of the CGL policy listing all policy endorsements, before work begins. SBCTA reserves the right to require full-certified copies of all Insurance coverages and endorsements. Prior to commencing the Work, at all times during the performance of the Work, and for such additional periods as required herein, CONTRACTOR shall, at CONTRACTOR's sole expense, procure and maintain insurance coverage with the following minimum requirements, and shall require all subcontractors of every tier performing any portion of the Work to procure and maintain such insurance as specified below:

18.2 Commercial General Liability Insurance – The policy must include the following:

- CONTRACTOR shall maintain a commercial general liability policy written on an occurrence form that shall provide coverage at least as broad as the coverage provided by ISO form CG 00 01. The Indemnified Parties shall be named, by specific endorsement, as additional insureds using ISO form CG 20 10 10 01 and ISO form CG 20 37 10 01, or their respective equivalent forms, to include completed operations coverage and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$25,000,000 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.
  - \$25,000,000 per occurrence limit for property damage or bodily injury
  - \$1,000,000 per occurrence limit for personal injury and advertising injury
  - \$25,000,000 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 subcontractors of any tier performing any portion of the Work for CONTRACTOR shall also obtain and maintain the CGL insurance coverage with limits not less than:

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

18.3 Umbrella/Excess CGL Insurance – The policy must include the following:

If the CONTRACTOR elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:

- The umbrella or excess policy shall follow form over the CONTRACTOR'S primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.

- The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
- The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
- The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.

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

18.4 Commercial Auto Insurance – The policy must include the following:

- A total limit of liability of not less than **\$7,000,000** each accident. This total limit of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONTRACTOR services.
- Combined Bodily Injury and Property Damage Liability insurance

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

18.5 Workers' Compensation/Employer's Liability Insurance – The policies must include the following:

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

Such policies shall contain a waiver of subrogation in favor of the parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable workers' compensation laws in effect during performance of the Work by CONTRACTOR or any subcontractor of any tier. All subcontractors of any tier performing any portion of the Work for CONTRACTOR shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONTRACTOR and all parties named as Indemnitees in Article 18 below. SBCTA and CONTRACTOR must be certificate holders and must be provided at least 30 days advance notice of cancellation, unless the cancellation is for non-payment, then at least 10 days advance notice of cancellation shall be provided.

18.6 Professional Liability: Intentionally Omitted

### 18.7 Builder's Risk Insurance –

CONTRACTOR shall purchase and maintain property insurance written on a builder's risk "Special Form Cause of Loss" or equivalent policy form in an amount equal to the not to exceed amount of the Contract, plus the cost of materials supplied or installed by others on a full replacement cost basis. The Builder's Risk policy shall include a soft cost endorsement that covers soft costs equal to twenty percent (20%) of the Contract's full value. Soft costs are defined as certain expenses, in addition to labor and materials, required to complete the Project that has been delayed due to unexpected physical damage and include, but are not limited to, the following: legal/accounting fees, design or other professional fees, financing costs, taxes, general administration, lease expenses, permit fees and insurance premiums. This insurance shall include the interests of the Additional Insureds as named below, CONTRACTOR and the subcontractors of every tier on the Project as insureds. The insurance shall cover without limitation, loss or damage to the Work arising from the perils covered under "Special Form Cause of Loss" form coverage including, without duplication of coverage for theft, fire, lightning, explosion, or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false-work, testing and delay of startup, temporary buildings, property in transit and while stored at a temporary location, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for CONTRACTOR's services and expenses required as a result of such loss. During the Project construction period, CONTRACTOR and its subcontractors shall mutually waive all rights of recovery against each other and against the Additional Insureds identified below for damages caused by fire or other perils covered by the Builders Risk "Special Form Cause of Loss" insurance. All applicable policies of insurance covering the Work or the property of the CONTRACTOR or subcontractor shall be endorsed to provide a waiver of subrogation in favor of the Additional Insureds identified below, CONTRACTOR and all subcontractors of every tier. Further, CONTRACTOR hereby releases, and shall cause its subcontractors to release, the Indemnitees identified in Article 18 from any and all claims, losses and damages caused by fire or other perils covered by the Builders Risk "Special Form Cause of Loss" insurance. There shall be no deductible or self-insured retention exceeding \$100,000.00 per loss, other than earthquake or flood which may have deductible or self-insured retentions not exceeding \$500,000.00. The policy may have sublimits not less than the following:

|            |                |
|------------|----------------|
| Earthquake | \$5,000,000.00 |
| Flood      | \$1,000,000.00 |

### 18.8 Contractor's Pollution Liability Insurance - The policy must include the following:

- \$2,000,000 per claim or occurrence limits/\$4,000,000 in the aggregate
- If the services involve mold identification / remediation, the policy shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.
- If the services involve lead-based paint or asbestos identification/remediation, the policy shall not contain lead-based paint or asbestos exclusions.



18.9 Railroad Protective Liability Insurance: Intentionally Omitted

18.10 General Provisions

- 18.10.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VIII or better and if policies are written by insurance carriers that are non- admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-X or better, unless otherwise approved in writing by SBCTA's Risk Manager.
- 18.10.2 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 and ISO Form CG 20 38, to name San Bernardino County Transportation Authority and the California Department of Transportation and their officers, directors, members, employees, and agents, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONTRACTOR under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability but shall allow coverage for SBCTA to the full extent provided by the policy.
- 18.10.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONTRACTOR shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.
- 18.10.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONTRACTOR shall be responsible for any deductible or self- insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONTRACTOR will pay, and shall require its sub-CONTRACTORS to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. Without SBCTA's Risk Manager's expressed written approval no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$50,000 or one (1) percent of the amount of coverage required under

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

- 18.10.5 CONTRACTOR's and Subcontractors' Insurance Will Be Primary. All policies required to be maintained by the CONTRACTOR or any subcontractor with the exception of Professional Liability and Worker's Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONTRACTOR'S or subcontractors' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 18.10.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONTRACTOR hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other CONTRACTOR, subcontractor or sub-subcontractor performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONTRACTOR shall require similar written express waivers and insurance clauses from each of its subcontractors of every tier. CONTRACTOR shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONTRACTOR from waiving the right of subrogation prior to a loss or claim.
- 18.10.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONTRACTOR will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONTRACTOR will provide SBCTA ten (10) days prior written notice. In any event, CONTRACTOR will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONTRACTOR receives within one business day after CONTRACTOR receives it by submitting it to SBCTA at [insurance@gosbcta.com](mailto: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.

- 18.10.8 Enforcement. SBCTA may take any steps as are necessary to assure CONTRACTOR's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONTRACTOR fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONTRACTOR or withhold such expense from amounts owed CONTRACTOR, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONTRACTOR of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONTRACTOR, or any subcontractor of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.
- 18.10.9 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.
- 18.10.10 Subcontractors' Insurance. Insurance required of the CONTRACTOR shall be also provided by subcontractors or by CONTRACTOR on behalf of all subcontractors to cover their services performed under this Contract. CONTRACTOR may reduce types and the amounts of insurance limits provided by subcontractors to be proportionate to the amount of the subcontractor's contract and the level of liability exposure for the specific type of work performed by the subcontractor. CONTRACTOR shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subcontractor.
- 18.10.11 Higher limits. The Insurance obligations under this agreement shall be the greater of 1- all the Insurance coverage and limits carried by or available to the Vendor; or 2- the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to SBCTA. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Vendor under this agreement.
- 17.8.12 Non-Limitation of Insurance Requirements - The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the Contractor's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the Contractor shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the Contractor is required to comply, including any Third-

Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the Contractor arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Subcontractor. The Contractor acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.

- 18.10.12 Project Specific Insurance. All insurance coverage required to be provided by CONTRACTOR, with the exception of professional liability, automobile liability and worker's compensation, shall apply specifically and exclusively for the Project and extend to all aspects of the Work, with coverage limits dedicated solely to the Project. Use of other insurance programs is acceptable, provided that coverage under such programs provides dedicated Project-specific limits and identified premiums and meets all requirements described in contract.
- 18.10.13 No Representations or Warranties. SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONTRACTOR against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.
- 18.10.14 Review of Coverage. SBCTA may at any time review the coverage, form, and amount of insurance required under this contract, and may require the CONTRACTOR to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk that exists at that time. SBCTA may change the insurance coverages and limits required under this contract by notice to the CONTRACTOR, whereupon the CONTRACTOR will, within sixty (60) days of such notice date, procure the additional and/or modified insurance coverages. Upon such change any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Change Order.
- 18.10.15 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.

## ARTICLE 19. INDEMNITY

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by SBCTA) and hold harmless SBCTA, California Department of Transportation (Caltrans) and their respective officers, directors, members, employees, contractors, agents and volunteers (collectively the "Indemnitees") from any and all claims, actions, losses, damages, and/or liability arising out of this

Contract from any cause whatsoever, including the acts, errors, or omissions of any person and for any costs or expenses incurred by the Indemnitees on account of any claim except where such indemnification is prohibited by law. To the extent permitted by law, CONTRACTOR's duty to defend and indemnification obligations shall apply regardless of the existence or degree of fault of any of the Indemnitees. The duty of CONTRACTOR and its insurers to provide a defense shall be immediate upon receipt of a written tender of defense from any of the Indemnitees, notwithstanding any subsequent allocation of defense costs that may be required by law. CONTRACTOR's indemnification obligation applies to the "passive" negligence of any of the Indemnitees, but does not apply to the "sole" or "active" negligence or "willful misconduct" of any of the Indemnitees within the meaning of Civil Code section 2782.

#### **ARTICLE 20. OWNERSHIP OF DOCUMENTS**

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

#### **ARTICLE 21. RECORD INSPECTION AND AUDITING**

SBCTA, or any of its designees, representatives or agents, including but not limited to the U.S. Department of Transportation, Federal Highway Administration or Federal Transit Administration, shall at all times have access during normal business hours to CONTRACTOR's operations and products, wherever they are in preparation or progress, and CONTRACTOR shall provide sufficient, safe and proper facilities for such access and inspection thereof. Inspection or lack of inspection by SBCTA shall not be deemed to be a waiver of any rights to require CONTRACTOR to comply with the Contract or to subsequently reject and unsatisfactory Work or products.

#### **ARTICLE 22. INDEPENDENT CONTRACTOR**

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

#### **ARTICLE 23. ATTORNEY'S FEES**

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



## **ARTICLE 24. GOVERNING LAW AND VENUE**

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

## **ARTICLE 25. FEDERAL, STATE AND LOCAL LAWS**

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

## **ARTICLE 26. PRECEDENCE**

In case of a discrepancy among the Contract Documents, the order of precedence shall be as noted in the Notice to Bidder and Special Provisions

## **ARTICLE 27. COMMUNICATIONS AND NOTICES**

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

| <b>To SEMA CONSTRUCTION, INC.</b>   | <b>To SBCTA</b>  |
|-------------------------------------|--|
| <b>SEMA Construction, Inc.</b>      | <b>San Bernardino County Transportation Authority</b>      |
| <b>9810 Scripps Lake Dr. Ste. C</b> | <b>1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor</b> |
| <b>San Diego, CA 92131</b>          | <b>San Bernardino, CA 92410-1715</b>                       |
| <b>Attn: Eric Stepien</b>           | <b>Attn: Paul Melocoton</b>                                |
| <b>estimating.ca@sema.inc</b>       | <b>cc:Procurement Manager<br/>procurement@gosbcta.com</b>  |
| <b>Phone: (951)-292-4420</b>        | <b>Phone: (909) 884-8276</b>                               |



## ARTICLE 28. FEDERAL CHANGES

CONTRACTOR shall at all times comply with all applicable Federal Highway Administration regulations, policies, procedures and directives, including without limitation those listed directly or by reference in this Contract, as they may be amended time to time through the term of this Contract. CONTRACTOR's failure to comply shall constitute a material breach of Contract.

## ARTICLE 29. LIQUIDATED DAMAGES

Should CONTRACTOR fail to complete all work within the time specified herein, including any written authorized changes, the actual damages to SBCTA for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, CONTRACTOR shall pay SBCTA the sum of Thirteen Thousand Five Hundred dollars (\$13,500) per each calendar day of delay as identified in the weekly statement of working days issued by SBCTA. SBCTA shall not withhold liquidated damages if the delay is determined by SBCTA to be excusable in accordance with the Force Majeure article of this Contract. SBCTA may extend the period of performance of this Contract when in its sole judgment, sufficient justification to do so.

## ARTICLE 30. ASSIGNMENT

CONTRACTOR agrees not to sell, transfer, or otherwise dispose of any contract part either voluntarily or by operation of law without prior written consent from SBCTA.

## ARTICLE 31. SUBCONTRACTS

31.1 CONTRACTOR shall perform with its own organization contract work amounting to not less **than 30 percent** (or a greater percentage if specified elsewhere in the Contract) of the total original contract price, excluding any specialty items designated by SBCTA. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by CONTRACTOR's own organization (23 CFR § 635.116).

31.1.1 "Its own organization" shall be construed to include only workers employed and paid directly by the prime CONTRACTOR and equipment owned or rented by the prime CONTRACTOR, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime CONTRACTOR.

31.1.2 "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract. The contract amount upon which the requirements set forth in this Contract is computed includes the cost of material and manufactured products, which are to be purchased or produced by the CONTRACTOR under the contract provisions.

- 31.2 CONTRACTOR shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the Contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as SBCTA determines is necessary to assure the performance of the Contract.
- 31.3 No portion of the Contract shall be sublet, assigned or otherwise disposed of except with the prior written consent of SBCTA, or authorized representative, and such consent when given shall not be construed to relieve CONTRACTOR of any responsibility for the fulfillment of the contract. Written consent will be given only after SBCTA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. CONTRACTOR does not have the right to make any substitutions of any subcontractor listed in its Bid, except in accordance with the State of California Public Contract Code, section 4100 et. seq. SBCTA's consent to substitution shall not be deemed to relieve CONTRACTOR of its obligation to fully comply with the requirements of this Contract. CONTRACTOR shall be responsible for all acts and omissions of its employees, subcontractors and their employees. CONTRACTOR is responsible for coordinating all work performed by the subcontractors. SBCTA reserves the right, but not the obligation, to review the subcontractor agreements for this project and to require any modifications so as to conform to the requirements set forth in this Contract.

## **ARTICLE 32. COORDINATION WITH OTHER CONTRACTS**

SBCTA may undertake or award other contracts for work, and CONTRACTOR shall cooperate fully with the other contractors' and SBCTA's employees or agents and carefully fit its own work to such additional work as may be directed by SBCTA. CONTRACTOR shall not commit or permit any act, which will interfere with the performance of work by any other contractor or by SBCTA.

## **ARTICLE 33. PREVAILING WAGE REQUIREMENTS**

- 33.1 All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto as Exhibit B and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics.
- 33.2 Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions.

## **ARTICLE 34. SAFETY**

- 34.1 In the performance of this Contract, CONTRACTOR shall comply with all applicable federal, State, and local laws governing safety, health, and sanitation (23 CFR § 635.108). The CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as SBCTA may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. It is a condition of this Contract, and shall be made a condition of each subcontract, which the CONTRACTOR enters into pursuant to this Contract, that CONTRACTOR and any subcontractor shall not permit any employee, in performance of this Contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3704, 3705).
- 34.2 Pursuant to 29 CFR 1926.3, it is a condition of this Contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3704, 3705).

## **ARTICLE 35. DISADVANTAGED BUSINESS ENTERPRISE**

- 35.1 SBCTA, as a recipient of federal financial assistance, is required to implement a Disadvantaged Business Program in accordance with Federal regulation 49 CFR Part 26, issued by the U.S. Department of Transportation (DOT). SBCTA has set a contract specific goal of 23% for this project. CONTRACTOR must furnish all documentation satisfactory to SBCTA that the work committed to DBEs was actually performed by DBEs. Requests for progress payments must include a summary of payments (Caltrans form Exhibit 9-F) actually made to DBEs during the invoice period, which includes a total of all payments made to all subcontractors under this Contract. DBE participation shall be credited toward the DBE contract goal only when payments are actually made to DBE firms. CONTRACTOR shall submit Exhibit 9-F per the Exhibit 9-F Instructions. Upon completion of the Contract, the CONTRACTOR shall complete Form 317, "Final Report-Utilization of DBE First-Tier Subcontractors" and certify that the information contained in Form 317 is true and correct and submit the form with their final invoice.
- 35.2 Should the termination or substitution of a DBE subcontractor be necessary, CONTRACTOR shall submit a written request to SBCTA prior to any substitution taking place. If a listed DBE subcontractor is terminated, CONTRACTOR shall make Good Faith Efforts to find another certified DBE subcontractor to substitute for the original DBE subcontractor. The substituted DBE must perform at least the same amount of work as the original DBE under the Contract and to the extent needed to meet the DBE goal. The substituted DBE must be certified as a DBE by the CUCP at the time of request is made for the substitution. Substitution requests whether for a DBE or non-DBE subcontractor shall be in accordance with the California Public Contract Code section 4107 et. seq.

- 35.3 Should a certified DBE subcontractor become decertified during the term of the Contract, the decertified DBE subcontractor the CONTRACTOR shall notify SBCTA in writing within 30 calendar days of the change and include the date of decertification. If a subcontractor becomes a certified DBE during the term of the Contract, the CONTRACTOR shall notify SBCTA in writing within 30 calendar days of certification and include a copy of the certification.
- 35.4 CONTRACTOR shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by CONTRACTOR to carry out these requirements is material breach of this Contract, which may result in the termination of this Contract or such other remedy, as SBCTA may deem appropriate.

## **ARTICLE 36. NONSEGREGATED FACILITIES**

- 36.1 Definitions. As used in this clause—  
Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at [www.dol.gov/ofccp/LGBT/LGBTFAQs.html](http://www.dol.gov/ofccp/LGBT/LGBTFAQs.html).

Segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at [www.dol.gov/ofccp/LGBT/LGBTFAQs.html](http://www.dol.gov/ofccp/LGBT/LGBTFAQs.html).

- 36.2 The CONTRACTOR agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this Contract.
- 36.3 The CONTRACTOR shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

## **ARTICLE 37. TITLE VI ASSURANCES**

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- 37.1 Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- 37.2 Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the CONTRACT, shall not be discriminated on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- 37.3 Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 37.4 Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- 37.5 Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this Contract, the California Department of Transportation shall impose such sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
- 37.5.1 withholding of payments to CONTRACTOR under the Contract within a reasonable period of time, not to exceed 90 days; and/or
- 37.5.2 cancellation, termination or suspension of the Contract, in whole or in part.
- 37.6 Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.



CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

## **ARTICLE 38. RECORD OF MATERIALS, SUPPLIES AND LABOR**

Intentionally Omitted.

## **ARTICLE 39. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

CONTRACTOR agrees that in order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, CONTRACTOR's suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR § 635.119) in one or more places where it is readily available to all persons concerned with the project:

### **NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS**

18 U.S.C. § 1020 reads as follows:

*"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or*

*Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or*

*Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;*

*Shall be fined under this title or imprisoned not more than five years or both."*



**ARTICLE 40. CARGO PREFERENCE ACT (CPA)**

CONTRACTOR agrees:

- (1) To utilize privately owned United State-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for Unites States-flag commercial vessels.
- (2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this Article to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

**ARTICLE 41. GRATUITIES**

CONTRACTOR, its employees, agents or representatives shall not offer or give to an officer, official or employee of SBCTA, gifts, entertainment, payments, loans or other gratuities to influence the award of a contract or obtain favorable treatment under a contract.

**ARTICLE 42. CONFIDENTIALITY**

Any SBCTA materials to which the CONTRACTOR or its agents has access to or materials prepared by the CONTRACTOR during the term of this Contract shall be held in confidence by the CONTRACTOR, who shall exercise all reasonable precautions to prevent disclosure of confidential information to anyone except as authorized by SBCTA. CONTRACTOR shall not release any reports, information or promotional materials, or allow for the use of any photos of the project for any purposes without written approval from SBCTA.

**ARTICLE 43. CONVICT LABOR**

In connection with the performance of work under this Contract, CONTRACTOR agrees not to employ any person undergoing sentence of imprisonment at hard labor. This Article does not include convicts who are on parole or probation.

**ARTICLE 44. INSPECTION OF SITE**

CONTRACTOR acknowledges that it has investigated and satisfied itself as to the conditions affecting the work including, but not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electricity and roads, and uncertainties of weather, river stages, tides or similar conditions at the site, the conformation and conditions of the ground, and the character of equipment and facilities needed preliminary to and during prosecution of the work. CONTRACTOR fully acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by SBCTA, as well as from information presented by the drawings and specifications made a part of this Contract. Any failure by CONTRACTOR to acquaint itself with the available information will not relieve it from responsibility for the interpretations made by CONTRACTOR on the basis of the information made available by SBCTA.

**ARTICLE 45. RECYCLED PRODUCTS**

CONTRACTOR shall comply with all the requirements of section 6002 of the Resource Conservation and Recovery Act as amended, (42 USC sec. 6962), including but not limited to the 40 CFR Part 247 and Executive Order 13101, as applicable. CONTRACTOR agrees to include this Article in all of its subcontracts.

**ARTICLE 46. CLEAN WATER REQUIREMENTS**

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq. CONTRACTOR shall report each violation to SBCTA and understands and agrees that SBCTA who will in turn, report each violation as required to assure notification to FHWA and appropriate Environmental Protection Agency (EPA) Regional Office. CONTRACTOR shall include this requirement in each subcontract exceeding \$100,000.

**ARTICLE 47. BUY AMERICA**

CONTRACTOR must comply with the Buy America requirements set forth in Exhibit A – LAPM Exhibit 12-G, attached to this Contract, and must ensure that all subcontracts for Work on this Project contain a provision requiring compliance with such Buy America requirements. CONTRACTOR shall indemnify SBCTA from any loss, liability and expenses arising out of CONTRACTOR's failure to comply with Buy America requirements.

**ARTICLE 48. DRUG FREE WORKPLACE**

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

**ARTICLE 49. LAPM EXHIBIT 12-G – REQUIRED FEDERAL-AID CONTRACT LANGUAGE**

CONTRACTOR expressly acknowledges and agrees that the Required Contract Provisions for Federal-Aid Construction Contracts as set forth in LAPM Exhibit 12-G, attached as Exhibit A (which includes FHWA Form - 1273), are expressly incorporated into this Contract by this reference, and further agrees to comply with such provisions in performance under this Contract. CONTRACTOR further agrees to insert LAPM Exhibit 12-G and Form FHWA – 1273 in each subcontract and to require its inclusion in all lower tier subcontracts awarded in connection with this Contract.

**ARTICLE 50. SEVERABILITY**

The partial or complete invalidity in whole or in part, of any one or more of the provisions of this Contract shall not affect the validity or continuing force and effect of any other provision.

**ARTICLE 51. FORCE MAJEURE**

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

**ARTICLE 52. QUALITY ASSURANCE**

The Quality Assurance will be subject to SBCTA’s review and approval.

**ARTICLE 53. INCORPORATION OF RECITALS**

The Recitals stated above are true and correct and are hereby incorporated into this Contract.

**ARTICLE 54. EFFECTIVE DATE**

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

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

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

**SEMA CONSTRUCTION, INC.**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Steven C. Mills  
Vice President - Contracts

By: \_\_\_\_\_  
Raymond W. Wolfe  
Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Licensed in accordance with an act  
providing for registration of contractors.

**APPROVED AS TO FORM**

\_\_\_\_\_  
License Number

\_\_\_\_\_  
Federal Employer  
Identification Number

By: \_\_\_\_\_  
Juanda L. Daniel  
Assistant General Counsel

**CONCURRENCE**

By: \_\_\_\_\_  
Shaneka M. Morris  
Procurement Manager

Attachment: 23-1002869 (10008 : Award Contract No. 23-1002869 for I-10 EB TCL Project)

**EXHIBIT A**  
**LAPM EXHIBIT 12-G REQUIRED FEDERAL-AID CONTRACT**  
**LANGUAGE**

Attachment: 23-1002869 (10008 : Award Contract No. 23-1002869 for I-10 EB TCL Project)

**EXHIBIT 12-G: REQUIRED FEDERAL-AID CONTRACT LANGUAGE**

(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts.  
The following language, with minor edits, was taken from the Code of Federal Regulations.

**MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION**

|  |           |
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## 1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. *An adequate GFE means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.*

*If the DBE goal is not met, the contractor needs to complete and submit the DBE GFE documentation as described in Local Assistance Procedures Manual (LAPM) Chapter 9, Section 9.8 within 5 (five) days of bid opening.*

It is the prime contractor's responsibility to verify that the DBE firm is certified as a DBE on the date of bid opening by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and Work Code applicable to the type of work the firm will perform on the contract. Additionally, the prime contractor is responsible to document this verification by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at: <https://dot.ca.gov/programs/civil-rights/dbe-search>.

DBE participation will *only* count toward the California Department of Transportation's federally mandated statewide overall DBE goal *if the DBE performs a commercially useful function under 49 CFR 26.55*.

Credit for materials or supplies the prime contractor purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

#### A. Nondiscrimination Statement

The contractor, subrecipient or subcontractor 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, the contractor, subrecipient or subcontractor 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.

#### B. Contract Assurance

Under 49 CFR 26.13(b): The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

#### C. Prompt Progress Payment

In accordance with California Business and Professions Code section 7108.5, the prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor'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 the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent 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 subcontractor, 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 subcontractors.

#### D. Prompt Payment of Withheld Funds to Subcontractors

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

**Method 1:** No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the



contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

**Method 2:** No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

**Method 3:** The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions of Prompt Progress Payment and Prompt Payment of Withheld Funds to Subcontractors shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

#### **E. Termination and Replacement of DBE Subcontractors**

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

##### Termination of DBE Subcontractors

After a contract with a specified DBE goal has been executed, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the Agency:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law, or is not properly registered with the California Department of Industrial Relations as a public works contractor.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to

perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).

5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Agency determines other documented good cause.

To terminate a DBE or to terminate a portion of a DBE's work, the contractor must use the following procedures:

1. Send a written notice to the DBE of Contractor's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the Agency. The written notice to the DBE must request they provide any response within five (5) business days to both the Contractor and the Agency by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within 5 business days, Contractor may move forward with the request as if the DBE had agreed to Contractor's written notice.
3. Submit Contractor's DBE termination request by written letter to the Agency and include:
  - One or more above listed justifiable reasons along with supporting documentation.
  - Contractor's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Contractor's written notice
  - The DBE's response to Contractor's written notice, if received. If a written response was not provided, provide a statement to that effect.

The Agency shall respond in writing to Contractor's DBE termination request within 5 business days.

#### Replacement of DBE Subcontractors

After receiving the Agency's written authorization of DBE termination request, the Contractor must obtain the Agency's written agreement for DBE replacement. The Contractor must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the Agency which must include:
  - a. Description of remaining uncommitted work items made available for replacement DBE solicitation and participation.
  - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
    - Quote for bid item work and description of work to be performed
    - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
    - Revised Subcontracting Request form
    - Revised Exhibit 15-G: Construction Contract DBE Commitment



2. If Contractor has not identified a DBE replacement firm, submit documentation of the Contractor's GFEs to use DBE replacement firms within 7 days of Agency's authorization to terminate the DBE. The Contractor may request the Agency's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:

- Search results of certified DBEs available to perform the original DBE work identified and/or other work the Contractor had intended to self-perform, to the extent needed to meet the DBE commitment
- Solicitations of DBEs for performance of work identified
- Correspondence with interested DBEs that may have included contract details and requirements
- Negotiation efforts with DBEs that reflect why an agreement was not reached
- If a DBE's quote was rejected, provide Contractor's reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
- Copies of each DBE's and non-DBE's price quotes for work identified, as the Agency may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
- Additional documentation that supports the GFE

The Agency shall respond in writing to the Contractor's DBE replacement request within five (5) business days. The Contractor must submit a revised Subcontracting Request form if the replacement plan is authorized by the Agency.

#### F. Commitment and Utilization

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. [LAPM Exhibit 9-I: DBE Confirmation or equivalent form and DBE's quote must be submitted. The written confirmation must be submitted no later than 4pm on the 5th day after bid opening.](#) If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 15-G: Construction Contract DBE Commitment unless they receive [written authorization for a termination or replacement from the Agency](#).

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
  - Name and business address of each 1<sup>st</sup>-tier subcontractor
  - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
  - Date of payment and total amount paid to each DBE (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.



If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.

Upon work completion, the prime contractor shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

### G. Running Tally of Attainments

For projects awarded on or after March 1, 2020, but before September 1, 2023:

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email the Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to [business.support.unit@dot.ca.gov](mailto:business.support.unit@dot.ca.gov) with a copy to local administering agencies.

For projects that are awarded on or after September 1, 2023:

Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the prime contractor must now submit Exhibit 9-P to the Local Agency administering the contract. If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report “no payments were made to subs this month” and write this visibly and legibly on Exhibit 9-P.

### H. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work on the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a CUF. Additionally, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

The Contractor must perform CUF evaluation for each DBE company working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work, and continue to monitor the performance of CUF for the duration of the project.

The Contractor must provide written notification to the AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 (ten) days of a DBE initially performing work or supplying materials on the contract, the Contractor shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment



The Contractor must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. The Contractor must submit to the AGENCY these quarterly evaluations and validations by the 5<sup>th</sup> of the month for the previous three (3) months of work.

The Contractor must notify the AGENCY immediately if the Contractor believes the DBE may not be performing a CUF.

The AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional AGENCY evaluations. The AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The AGENCY will provide written notice to Contractor and DBE at least two (2) business days prior to any evaluation. The Contractor and DBE must participate in the evaluation. Upon completing the evaluation, the AGENCY must share the evaluation results with the Contractor and DBE. An evaluation could include items that must be remedied upon receipt. If the AGENCY determines the DBE is not performing a CUF the Contractor must suspend performance of the noncompliant work.

The Contractor and DBEs must submit any additional CUF related records and documents within five (5) business days of AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If the Contractor and/or the AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, immediately suspend performance of the noncompliant portion of the work. The AGENCY may deny payment for the noncompliant portion of the work. The AGENCY will ask the Contractor to submit a corrective action plan (CAP) to the AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the Contractor will correct the noncompliance findings for the remaining portion of the DBE's work. The AGENCY has five (5) days to review the CAP in conjunction with the prime contractor's review. The Contractor must implement the CAP within five (5) days of the AGENCY's approval. The AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a CUF on the Contract, then the Contractor may have good cause to request termination of the DBE.

#### **I. Use of Joint Checks**

A joint check may be used between the Contractor or lower-tier subcontractor and a DBE subcontractor purchasing materials from a material supplier if the contractor obtains prior approval from the LPA for the proposed use of joint check upon submittal of the LAPM 9-K: DLA Disadvantaged Business Enterprises (DBE) Joint Check Agreement Request form.

To use a joint check, the following conditions must be met:

- All parties, including the Contractor, must agree to the use of a joint check
- Entity issuing the joint check acts solely to guarantee payment
- DBE must release the check to the material supplier
- LPA must authorize the request before implementation
- Any party to the agreement must provide requested documentation within 10 days of the LPA's request for the documentation
- Agreement to use a joint check must be short-term, not to exceed 1 year, allowing sufficient time needed to establish or increase a credit line with the material supplier

A request for a joint check agreement may be initiated by any party.



If a joint check is used, the DBE remains responsible for all elements of 49 CFR 26.55(c)(1).

Failure to comply with the above requirements disqualifies DBE participation and results in no credit and no payment to the Contractor for DBE participation.

A joint check may not be used between the Contractor or subcontractor and a DBE regular dealer, bulk material supplier, manufacturer, wholesaler, broker, trucker, packager, manufacturer's representative, or other persons who arrange or expedite transactions.

2. **BID OPENING** The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.
3. **BID RIGGING** The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.
4. **CONTRACT AWARD** If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.
5. **CONTRACTOR LICENSE** The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code §10164).
6. **CHANGED CONDITIONS**

**A. Differing Site Conditions**

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work.  
[This provision may be omitted by the Local Agency, at their option.]

**B. Suspensions of Work Ordered by the Engineer**

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

### C. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
  - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
  - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

## 7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of \_\_\_\_\_ WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City/County \_\_\_\_\_ the sum of \$ \_\_\_\_\_ per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

## 8. BUY AMERICA

Buy America Requirements apply to steel and iron, manufactured products, and construction materials permanently incorporated into the project.

### Steel and Iron Materials

All steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total contract amount or \$2,500, materials produced outside the United States may be used if authorized.

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.



## Manufactured Products

Iron and steel used in precast concrete manufactured products must meet the requirements of the above section (Steel and Iron Materials) regardless of the amount used. Iron and steel used in other manufactured products must meet the requirements of the above section (Steel and Iron Materials) if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

## Construction Materials

Buy America requirements apply to the following construction materials that are or consist primarily of:

1. Non-ferrous metals
2. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables)
3. Glass (including optic glass)
4. Lumber
5. Drywall

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance.

All manufacturing processes for these materials must occur in the United States.

Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

## Waivers

If Buy America waivers are granted, use the following language to include in the contract:

The following steel and iron products, manufactured products, or construction materials have received an approved Buy America waiver for this contract, and therefore, are not subject to Buy America requirements:

1. \_\_\_\_\_
2. \_\_\_\_\_

## 9. QUALITY ASSURANCE

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

## 10. PROMPT PAYMENT

### A. FROM THE AGENCY TO THE CONTRACTORS

The Local Agency shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor on a construction contract. If the Local Agency fails to pay promptly, the Local Agency shall pay interest to the Contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the Local Agency shall act in accordance with both of the following:

1. The Local Agency shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
2. The Local Agency must return any payment request deemed improper by the Local Agency to the Contractor as soon as feasible, but not later than seven (7) days, after receipt. A request returned

pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

## B. FROM THE AGENCY TO THE CONTRACTORS

For projects awarded on or after September 1, 2023:

The Contractor must submit Exhibit 9-P to the Local Agency administering the contract by the 15th of the month following the month of any payment(s). If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The Local Agency must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfall to the DBE commitment and prompt payment issues until the end of the project. The Local Agency must email a copy of Exhibit 9-P to [DBE.Forms@dot.ca.gov](mailto:DBE.Forms@dot.ca.gov) before the end of the month after receiving the Exhibit 9-P from the Contractor.

## 11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

*[The following 12 pages must be physically inserted into the contract without modification.  
Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN  
DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS]*

FHWA-1273 -- Revised July 5, 2022

**REQUIRED CONTRACT  
PROVISIONS FEDERAL-AID  
CONSTRUCTION CONTRACTS**

DRAFT

Attachment: 23-1002869 (10008 : Award Contract No. 23-1002869 for I-10 EB TCL Project)



- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

## ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

### II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.



**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.



**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.



b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.



(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;



(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees (29 CFR 5.5)

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.



d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility (29 CFR 5.5)**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

\* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.



**VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

**VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

**VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or



Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

**IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT** (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

**1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.



j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

\* \* \* \* \*

## 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).
- (5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

## 3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.



i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

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#### **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

#### **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**12. FEMALE AND MINORITY GOALS**

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization (45 Fed Reg 65984 (10/3/1980)) are as follows:

**MINORITY UTILIZATION GOALS**

|     | Economic Area   | Goal (Percent) |
|-----|---|----------------|
| 174 | Redding CA:<br>Non-SMSA (Standard Metropolitan Statistical Area) Counties:<br>CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama | 6.8            |
| 175 | Eureka, CA<br>Non-SMSA Counties:<br>CA Del Norte; CA Humboldt; CA Trinity   | 6.6            |
| 176 | San Francisco-Oakland-San Jose, CA:<br>SMSA Counties:   | 28.9           |
|     | 7120 Salinas-Seaside-Monterey, CA   | 25.6           |
|     | CA Monterey   |                |
|     | 7360 San Francisco-Oakland  |                |
|     | CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo   |                |
|     | 7400 San Jose, CA   | 19.6           |
|     | CA Santa Clara, CA  |                |
|     | 7485 Santa Cruz, CA   | 14.9           |
|     | CA Santa Cruz   |                |
|     | 7500 Santa Rosa   | 9.1            |
| 177 | CA Sonoma   |                |
|     | 8720 Vallejo-Fairfield-Napa, CA   | 17.1           |
|     | CA Napa; CA Solano  |                |
|     | Non-SMSA Counties:  | 23.2           |
|     | CA Lake; CA Mendocino; CA San Benito  |                |
|     | Sacramento, CA:<br>SMSA Counties:   | 16.1           |
|     | 6920 Sacramento, CA   | 14.3           |
|     | CA Placer; CA Sacramento; CA  |                |
|     | Yolo Non-SMSA Counties  |                |
|     | CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba   |                |
| 178 | Stockton-Modesto, CA:<br>SMSA Counties:   | 12.3           |
|     | 5170 Modesto, CA  |                |
|     | CA Stanislaus   |                |
|     | 8120 Stockton, CA   | 24.3           |
|     | CA San Joaquin  |                |
| 179 | Non-SMSA Counties   | 19.8           |
|     | CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne   |                |
|     | Fresno-Bakersfield, CA<br>SMSA Counties:  | 19.1           |
|     | 0680 Bakersfield, CA  |                |
|     | CA Kern   |                |
|     | 2840 Fresno, CA   | 26.1           |



|     |   |      |
|-----|---|------|
|     | CA Fresno<br>Non-SMSA Counties:<br>CA Kings; CA Madera; CA Tulare             | 23.6 |
| 180 | Los Angeles, CA:<br>SMSA Counties:<br>0360 Anaheim-Santa Ana-Garden Grove, CA | 11.9 |
|     | CA Orange   | 28.3 |
|     | 4480 Los Angeles-Long Beach, CA   |      |
|     | CA Los Angeles  | 21.5 |
|     | 6000 Oxnard-Simi Valley-Ventura, CA   |      |
|     | CA Ventura  | 19.0 |
|     | 6780 Riverside-San Bernardino-Ontario, CA                                     |      |
|     | CA Riverside; CA San Bernardino   | 19.7 |
| 181 | 7480 Santa Barbara-Santa Maria-Lompoc, CA                                     |      |
|     | CA Santa Barbara  | 24.6 |
|     | Non-SMSA Counties   |      |
|     | CA Inyo; CA Mono; CA San Luis Obispo  |      |
|     | San Diego, CA:<br>SMSA Counties   | 16.9 |
|     | 7320 San Diego, CA  |      |
|     | CA San Diego  | 18.2 |
|     | Non-SMSA Counties   |      |
|     | CA Imperial   |      |

For the last full week of July during which work is performed under the contract, the prime contractor and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

### 13. TITLE VI ASSURANCES

The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E. Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.

#### APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONTRACTOR, 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. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be

performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONTRACTOR'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 CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

## APPENDIX B

### CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

**NOW THEREFORE**, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

### (HABENDUM CLAUSE)

**TO HAVE AND TO HOLD** said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant



and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

### APPENDIX C

#### CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

**APPENDIX D****CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

**APPENDIX E**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination 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 on 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).

DRAFT

Attachment: 23-1002869 (10008 : Award Contract No. 23-1002869 for I-10 EB TCL Project)



Federal Trainee Program Special Provisions  
(to be used when applicable)

#### 14. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is \_\_\_\_.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City/County of \_\_\_\_\_:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain the City/County of \_\_\_\_\_ approval for this submitted information before the prime contractor starts work. The City/County of \_\_\_\_\_ credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City/County of \_\_\_\_\_ and FHWA approves a program if one of the following is met:

1. It is calculated to:
  - Meet the equal employment opportunity responsibilities
  - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of \_\_\_\_\_ reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
  - a. Contribute to the cost of the training
  - b. Provide the instruction to the apprentice or trainee
  - c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

The prime contractor shall furnish the apprentice or trainee with a copy of the program that the prime contractor will comply with in providing the training.

## 15. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

The contractors should furnish telecommunications and video surveillance equipment with a certificate of compliance. The certificate must state telecommunications and video surveillance equipment was not procured or obtained from manufacturers identified in the above list.

**EXHIBIT B  
PREVAILING WAGE RATES**

Attachment: 23-1002869 (10008 : Award Contract No. 23-1002869 for I-10 EB TCL Project)

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

30.b

**Craft: Carpenter and Related Trades<sup>#</sup>**

**Determination:**

SC-23-31-2-2023-1

**Issue Date:**

August 22, 2023

**Expiration date of determination:**

June 30, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**Localities:**

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

**Wages and Employer Payments:**

| Classification<br>(Journeyman)   | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension | Vacation<br>and<br>Holiday<br><sup>a</sup> | Training | Other<br><sup>b</sup> | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly<br>Rate<br>(1 ½ X) <sup>c</sup> | Saturday<br>Overtime<br>Hourly<br>Rate<br>(1 ½ X) <sup>d</sup> | Sunday<br>Holiday<br>Overtime<br>Hourly<br>Rate<br>(2 X) |
|--|-------------------------|--------------------------|---------|--|----------|-----------------------|-------|-------------------------|---|--|--|
| Carpenter <sup>e f</sup> , Cabinet<br>Installer, Insulation Installer,<br>Hardwood Floor Worker,<br>Acoustical Installer | \$48.86                 | \$8.25                   | \$5.91  | \$7.39                                     | \$0.72   | \$3.44                | 8.0   | \$74.57                 | \$99.00   | \$99.00  | \$123.4  |
| Pile Driveman <sup>g</sup> , Derrick<br>Bargeman, Rockslinger,<br>Bridge or Dock Carpenter,<br>Cable Splicer             | \$48.99                 | \$8.25                   | \$5.91  | \$7.39                                     | \$0.72   | \$3.49                | 8.0   | \$74.75                 | \$99.245  | \$99.245   | \$123.7  |
| Bridge Carpenter <sup>e</sup>  | \$48.99                 | \$8.25                   | \$5.91  | \$7.39                                     | \$0.72   | \$3.44                | 8.0   | \$74.70                 | \$99.195  | \$99.195   | \$123.6  |
| Shingler <sup>e</sup>  | \$48.99                 | \$8.25                   | \$5.91  | \$7.39                                     | \$0.72   | \$3.44                | 8.0   | \$74.70                 | \$99.195  | \$99.195   | \$123.6  |
| Saw Filer  | \$48.95                 | \$8.25                   | \$5.91  | \$7.39                                     | \$0.72   | \$3.44                | 8.0   | \$74.66                 | \$99.135  | \$99.135   | \$123.6  |
| Table Power Saw Operator   | \$48.96                 | \$8.25                   | \$5.91  | \$7.39                                     | \$0.72   | \$3.44                | 8.0   | \$74.67                 | \$99.15   | \$99.15  | \$123.6  |
| Pneumatic Nailer or Power<br>Stapler   | \$49.11                 | \$8.25                   | \$5.91  | \$7.39                                     | \$0.72   | \$3.44                | 8.0   | \$74.82                 | \$99.375  | \$99.375   | \$123.93   |



| Classification<br>(Journeyman)                  | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension | Vacation<br>and<br>Holiday<br><sup>a</sup> | Training | Other<br><sup>b</sup> | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly<br>Rate<br>(1 ½ X) <sup>c</sup> | Saturday<br>Overtime<br>Hourly<br>Rate<br>(1 ½ X) <sup>d</sup> | Sunday<br>Holiday<br>Overtime<br>Hourly<br>Rate<br>(2 X) |
|---|-------------------------|--------------------------|---------|--|----------|-----------------------|-------|-------------------------|---|--|--|
| Roof Loader of Shingles                         | \$34.20                 | \$8.25                   | \$5.91  | \$7.39                                     | \$0.72   | \$3.44                | 8.0   | \$59.91                 | \$77.01   | \$77.01  | \$94.11  |
| Scaffold Builder                                | \$40.77                 | \$8.25                   | \$5.91  | \$7.43                                     | \$0.72   | \$2.94                | 8.0   | \$66.02                 | \$86.405  | \$86.405   | \$106.79   |
| Millwright <sup>e</sup>                         | \$49.36                 | \$8.25                   | \$5.91  | \$7.39                                     | \$0.72   | \$3.64                | 8.0   | \$75.27                 | \$99.95   | \$99.95  | \$124.68   |
| Head Rockslinger                                | \$49.09                 | \$8.25                   | \$5.91  | \$7.39                                     | \$0.72   | \$3.44                | 8.0   | \$74.80                 | \$99.345  | \$99.345   | \$123.81   |
| Rock Bargeman or<br>Scowman                     | \$48.89                 | \$8.25                   | \$5.91  | \$7.39                                     | \$0.72   | \$3.44                | 8.0   | \$74.60                 | \$99.045  | \$99.045   | \$123.41   |
| Diver, Wet<br>(Up To 50 Ft. Depth) <sup>h</sup> | \$105.98 <sup>i</sup>   | \$8.25                   | \$5.91  | \$7.39                                     | \$0.72   | \$3.44                | 8.0   | \$131.69                | \$184.68  | \$184.68   | \$237.60   |
| Diver, (Stand-By) <sup>h</sup>                  | \$52.99 <sup>i</sup>    | \$8.25                   | \$5.91  | \$7.39                                     | \$0.72   | \$3.44                | 8.0   | \$78.70                 | \$105.195   | \$105.195  | \$131.60   |
| Diver's Tender <sup>h</sup>                     | \$51.99                 | \$8.25                   | \$5.91  | \$7.39                                     | \$0.72   | \$3.44                | 8.0   | \$77.70                 | \$103.695   | \$103.695  | \$129.60   |
| Assistant Tender (Diver's) <sup>h</sup>         | \$48.99                 | \$8.25                   | \$5.91  | \$7.39                                     | \$0.72   | \$3.44                | 8.0   | \$74.70                 | \$99.195  | \$99.195   | \$123.60   |

**Determination:**

SC-31-741-1-2023-1

**Issue Date:**

August 22, 2023

**Expiration date of determination:**

May 31, 2024\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued

**Wages and Employer Payments:**

| Classification<br>(Journeyman) | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension | Vacation<br>and<br>Holiday<br><sup>a</sup> | Training | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly<br>Rate<br>(1 ½ X) | Saturday<br>Overtime<br>Hourly<br>Rate<br>(1 ½ X) <sup>j</sup> | Holiday<br>Overtime<br>Hourly<br>Rate<br>(2 X) |
|--------------------------------|-------------------------|--------------------------|---------|--|----------|-------|-------------------------|--|--|--|
| Terrazzo Installer             | \$44.34                 | \$8.25                   | \$5.91  | \$4.69                                     | \$0.62   | 8.0   | \$63.81                 | \$85.980                                       | 85.980   | 108.150  |
| Terrazzo Finisher              | \$37.84                 | \$8.25                   | \$5.91  | \$4.69                                     | \$0.62   | 8.0   | \$57.31                 | \$76.23  | \$76.23  | \$95.15  |



**Recognized holidays:**

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Travel and/or subsistence payment:**

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

<sup>a</sup> Includes an amount for supplemental dues.

<sup>b</sup> Includes an amount for Annuity.

<sup>c</sup> All overtime worked Mon - Fri shall be paid at 1 1/2 times the straight time rate for the first four (4) hours and double (2x) the straight time for work performed after twelve (12) hours.

<sup>d</sup> First eight (8) hours worked paid at 1 1/2 times the straight time rate, all hours after that paid at double (2x) the straight time rate. Saturdays the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather, major mechanical breakdown or lack of materials beyond the control of the Employer.

<sup>e</sup> When performing welding work requiring certification, classification will receive an additional \$1.00 per hour.

<sup>f</sup> A Carpenter who performs work of forming in the construction of open cut sewers or storm drains shall receive a premium of thirteen cents (\$0.13) per hour in addition to his Carpenter's scale. This premium shall apply only on an operation in which horizontal lagging is used in conjunction with Steel H-Beams driven or placed in pre-drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms, which work is performed by pile drivers.

<sup>g</sup> When performing welding work requiring certification, classification will receive an additional \$1.00 per hour. An additional \$0.50 per hour when handling or working with new pressure-treated creosote piling or timber, or driving of used pressure-treated creosote piling.

<sup>h</sup> Shall receive a minimum of 8 hours pay for any day or part thereof.

<sup>i</sup> For specific rates over 50 ft depth, contact the Office of the Director – Research Unit. Rates for Technicians, Manifold Operators, Pressurized Submersible Operators, Remote Control Vehicle Operators, and Remote Operated Vehicle Operators, as well as rates for Pressurized Bell Diving and Saturation Diving are available upon request.

<sup>j</sup> Saturdays in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather, major mechanical breakdown or lack of materials beyond the control of the Employer. Work on Sunday, if it is the 7th consecutive workday, shall be paid at double (2x) the straight-time rate.

GENERAL PREVAILING WAGE DETERMINATION MADE BY  
THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE  
PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: CRANES, PILE DRIVER AND HOISTING EQUIPMENT (OPERATING ENGINEER) #**

**Determination:**

SC-23-63-2-2023-2B

**Issue Date:**

August 22, 2023

**Expiration date of determination:**

June 30, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**Localities:**

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

**Wages and total hourly rates (including employer payments):**

| Classification <sup>a</sup><br>(Journey person) | Basic<br>Hourly<br>Rate | Hours | Total<br>Hourly<br>Rate | Daily Overtime<br>Hourly Rate <sup>b</sup><br>(1½ x) | Saturday<br>Overtime<br>Hourly<br>Rate <sup>c</sup><br>(1½ x) | Sunday/Holiday<br>Overtime<br>Hourly Rate <sup>d</sup><br>(2 x) |
|---|-------------------------|-------|-------------------------|--|---|---|
| Group 1   | \$57.25                 | 8     | \$90.06                 | \$118.685  | \$118.685   | \$147.310   |
| Group 2   | \$58.03                 | 8     | \$90.84                 | \$119.855  | \$119.855   | \$148.870   |
| Group 3   | \$58.32                 | 8     | \$91.13                 | \$120.290  | \$120.290   | \$149.450   |
| Group 4   | \$58.46                 | 8     | \$91.27                 | \$120.500  | \$120.500   | \$149.730   |
| Group 5   | \$58.68                 | 8     | \$91.49                 | \$120.830  | \$120.830   | \$150.170   |
| Group 6   | \$58.79                 | 8     | \$91.60                 | \$120.995  | \$120.995   | \$150.390   |
| Group 7   | \$58.91                 | 8     | \$91.72                 | \$121.175  | \$121.175   | \$150.630   |
| Group 8   | \$59.08                 | 8     | \$91.89                 | \$121.430  | \$121.430   | \$150.970   |
| Group 9   | \$59.25                 | 8     | \$92.06                 | \$121.685  | \$121.685   | \$151.310   |
| Group 10  | \$60.25                 | 8     | \$93.06                 | \$123.185  | \$123.185   | \$153.310   |
| Group 11  | \$61.25                 | 8     | \$94.06                 | \$124.685  | \$124.685   | \$155.310   |
| Group 12  | \$62.25                 | 8     | \$95.06                 | \$126.185  | \$126.185   | \$157.310   |
| Group 13  | \$63.25                 | 8     | \$96.06                 | \$127.685  | \$127.685   | \$159.310   |

**Employer Payments:**

| Type of Fund                      | Amount per Hour |
|-----------------------------------|-----------------|
| Health and Welfare                | \$12.85         |
| Pension <sup>d</sup>              | \$14.65         |
| Vacation and Holiday <sup>e</sup> | \$3.85          |
| Training                          | \$1.05          |
| Other                             | \$0.41          |

Attachment: 23-1002869 (10008 : Award Contract No. 23-1002869 for I-10 EB TCL Project)

GENERAL PREVAILING WAGE DETERMINATION MADE BY  
THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE  
PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: CRANES, PILE DRIVER AND HOISTING EQUIPMENT  
(OPERATING ENGINEER, SPECIAL SHIFT) #**

**Determination:**

SC-23-63-2-2023-2B

**Issue Date:**

August 22, 2023

**Expiration date of determination:**

June 30, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**Localities:**

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

**Wages and total hourly rates (including employer payments):**

| Classification <sup>a</sup><br>(Journey person) | Basic<br>Hourly<br>Rate | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly Rate <sup>b</sup><br>(1½ x) | Saturday<br>Overtime<br>Hourly Rate <sup>c</sup><br>(1½ x) | Sunday/Holiday<br>Overtime<br>Hourly Rate <sup>d</sup><br>(2 x) |
|---|-------------------------|-------|-------------------------|---|--|---|
| Group 1   | \$58.25                 | 8     | \$91.06                 | \$120.185   | \$120.185  | \$149.310   |
| Group 2   | \$59.03                 | 8     | \$91.84                 | \$121.355   | \$121.355  | \$150.870   |
| Group 3   | \$59.32                 | 8     | \$92.13                 | \$121.790   | \$121.790  | \$151.450   |
| Group 4   | \$59.46                 | 8     | \$92.27                 | \$122.000   | \$122.000  | \$151.730   |
| Group 5   | \$59.68                 | 8     | \$92.49                 | \$122.330   | \$122.330  | \$152.170   |
| Group 6   | \$59.79                 | 8     | \$92.60                 | \$122.495   | \$122.495  | \$152.390   |
| Group 7   | \$59.91                 | 8     | \$92.72                 | \$122.675   | \$122.675  | \$152.630   |
| Group 8   | \$60.08                 | 8     | \$92.89                 | \$122.930   | \$122.930  | \$152.970   |
| Group 9   | \$60.25                 | 8     | \$93.06                 | \$123.185   | \$123.185  | \$153.310   |
| Group 10  | \$61.25                 | 8     | \$94.06                 | \$124.685   | \$124.685  | \$155.310   |
| Group 11  | \$62.25                 | 8     | \$95.06                 | \$126.185   | \$126.185  | \$157.310   |
| Group 12  | \$63.25                 | 8     | \$96.06                 | \$127.685   | \$127.685  | \$159.310   |
| Group 13  | \$64.25                 | 8     | \$97.06                 | \$129.185   | \$129.185  | \$161.310   |

**Employer Payments:**

| Type of Fund                      | Amount per Hour |
|-----------------------------------|-----------------|
| Health and Welfare                | \$12.85         |
| Pension <sup>d</sup>              | \$14.65         |
| Vacation and Holiday <sup>e</sup> | \$3.85          |
| Training                          | \$1.05          |
| Other                             | \$0.41          |

Attachment: 23-1002869 (10008 : Award Contract No. 23-1002869 for I-10 EB TCL Project)

GENERAL PREVAILING WAGE DETERMINATION MADE BY  
THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE  
PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: CRANES, PILE DRIVER AND HOISTING EQUIPMENT  
(OPERATING ENGINEER, MULTI-SHIFT) #**

**Determination:**

SC-23-63-2-2023-2B

**Issue Date:**

August 22, 2023

**Expiration date of determination:**

June 30, 2024\*\*The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**Localities:**

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

**Wages and total hourly rates (including employer payments):**

| Classification <sup>a</sup><br>(Journey person) | Basic<br>Hourly<br>Rate | Hours <sup>f</sup> | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly<br>Rate <sup>b</sup><br>(1½ x) | Saturday<br>Overtime<br>Hourly<br>Rate <sup>c</sup><br>(1½ x) | Sunday/Holiday<br>Overtime<br>Hourly Rate<br>(2 x) |
|---|-------------------------|--------------------|-------------------------|--|---|--|
| Group 1   | \$58.25                 | 8                  | \$91.06                 | \$120.185  | \$120.185   | \$149.310  |
| Group 2   | \$59.03                 | 8                  | \$91.84                 | \$121.355  | \$121.355   | \$150.870  |
| Group 3   | \$59.32                 | 8                  | \$92.13                 | \$121.790  | \$121.790   | \$151.450  |
| Group 4   | \$59.46                 | 8                  | \$92.27                 | \$122.000  | \$122.000   | \$151.730  |
| Group 5   | \$59.68                 | 8                  | \$92.49                 | \$122.330  | \$122.330   | \$152.170  |
| Group 6   | \$59.79                 | 8                  | \$92.60                 | \$122.495  | \$122.495   | \$152.390  |
| Group 7   | \$59.91                 | 8                  | \$92.72                 | \$122.675  | \$122.675   | \$152.630  |
| Group 8   | \$60.08                 | 8                  | \$92.89                 | \$122.930  | \$122.930   | \$152.970  |
| Group 9   | \$60.25                 | 8                  | \$93.06                 | \$123.185  | \$123.185   | \$153.310  |
| Group 10  | \$61.25                 | 8                  | \$94.06                 | \$124.685  | \$124.685   | \$155.310  |
| Group 11  | \$62.25                 | 8                  | \$95.06                 | \$126.185  | \$126.185   | \$157.310  |
| Group 12  | \$63.25                 | 8                  | \$96.06                 | \$127.685  | \$127.685   | \$159.310  |
| Group 13  | \$64.25                 | 8                  | \$97.06                 | \$129.185  | \$129.185   | \$161.310  |

**Employer Payments:**

| Type of Fund                      | Amount per Hour |
|-----------------------------------|-----------------|
| Health and Welfare                | \$12.85         |
| Pension <sup>d</sup>              | \$14.65         |
| Vacation and Holiday <sup>e</sup> | \$3.85          |
| Training                          | \$1.05          |
| Other                             | \$0.41          |

Attachment: 23-1002869 (10008 : Award Contract No. 23-1002869 for I-10 EB TCL Project)

**Recognized holidays:**

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Travel and/or subsistence payment:**

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Classifications:****Group 1**

Engineer Oiler

**Group 2**

Truck Crane Oiler

**Group 3**

A-Frame or Winch Truck Operator  
Ross Carrier Operator (Jobsite)

**Group 4**

Bridge-Type Unloader and Turntable Operator  
Helicopter Hoist Operator  
Ojjo Earth Truss Driver Machine Operator or similar types  
Snobble Unit (pin-n-go or similar type)

**Group 5**

Hydraulic Boom Truck/Knuckleboom  
Stinger Crane (Austin-Western or similar type)  
Tugger Hoist Operator (1 drum)

**Group 6**

Bridge Crane Operator  
Cretor Crane Operator  
Hoist Operator (Chicago Boom and similar type)  
Lift Mobile Operator  
Lift Slab Machine Operator (Vagtborg and similar types)  
Material Hoist and/or Manlift Operator  
Polar Gantry Crane Operator  
Prentice Self-Loader  
Self Climbing Scaffold (or similar type)

Shovel, Dragline, Clamshell Operator (over ¾ yd and up to 5 cu yds, M.R.C.)

Silent Piler

Tugger Hoist Operator (2 drum)

**Group 7**

Pedestal Crane Operator  
Shovel, Dragline, Clamshell Operator (over 5 cu yds, M.R.C.)  
Tower Crane Repairman  
Tugger Hoist Operator (3 drum)

**Group 8**

Crane Operator (up to and including 25 ton capacity)  
Crawler Transporter Operator  
Derrick Barge Operator (up to and including 25 to capacity)  
Hoist Operator, Stiff Legs, Guy Derrick or similar type (up to and including 25 ton capacity)  
Rotational Telehandler Operator  
Self-Propelled Modular Transporter (Schuerle, Goldhofer or similar types)  
Shovel, Dragline, Clamshell Operator (over 7 cu y M.R.C.)

**Group 9**

Crane Operator (over 25 tons, up to and including 50 ton M.R.C.)  
Derrick Barge Operator (over 25 tons, up to and including 50 ton M.R.C.)  
Highline Cableway Operator



Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 25 tons, up to and including 50 ton M.R.C.)

K-Crane

Polar Crane Operator

Self Erecting Tower Crane Operator Maximum Lifting Capacity ten (10) tons

### Group 10

ABI/IFundex Machine

Crane Operator (over 50 tons, up to and including 100 ton M.R.C.)

Derrick Barge Operator (over 50 tons, up to and including 100 ton M.R.C.)

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 50 tons, up to and including 100 ton M.R.C.)

Mobile Tower Crane Operator (over 50 tons, up to and including 100 ton M.R.C.)

Shovel, Dragline, Clamshell Operator (over 10 cu. yds.)

### Group 11

Crane Operator (over 100 tons, up to and including 200 ton M.R.C.)

Derrick Barge Operator (over 100 tons, up to and including 200 ton M.R.C.)

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 100 tons, up to and including 200 to M.R.C.)

Mobile Tower Crane Operator (over 100 tons, up and including 200 ton M.R.C.)

Tower Crane Operator and Tower Gantry

### Group 12

Crane Operator (over 200 tons, up to and including 300 ton M.R.C.)

Derrick Barge Operator (over 200 tons, up to and including 300 ton M.R.C.)

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 200 tons, up to and including 300 to M.R.C.)

Mobile Tower Crane Operator (over 200 tons, up and including 300 ton M.R.C.)

### Group 13

Crane Operator (over 300 tons)

Derrick Barge Operator (over 300 tons)

Helicopter Pilot

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 300 tons)

Hydraulically Controlled Lift Gantry Operator BCF Lift System (over 300 tons)

Mobile Tower Crane Operator (over 300 tons)

## MISCELLANEOUS PROVISIONS:

1. Operators on hoists with three drums shall receive fifty cents (50¢) per hour additional pay to the regular rate of pay. The additional pay shall be added to the regular rate and become the base rate the entire shift.
2. All heavy duty repairman and heavy duty combination shall receive one dollar (\$1.00) per hour tool allowance in addition to their regular rate of pay and this shall become their base rate of pay.
3. Employees required to suit up and work in a hazardous material environment, shall receive two dollars per hour in addition to their regular rate of pay, and that rate shall become the basic hourly rate of pay.

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

<sup>a</sup> For classifications within each group, see Pages 4 and 5.

<sup>b</sup> Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

<sup>c</sup> Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

<sup>d</sup> Includes an amount for Annuity.

<sup>e</sup> Includes an amount withheld for supplemental dues.

<sup>f</sup> The Third Shift shall work 6.5 hours, exclusive of meal period, for which 8 hours straight-time shall be paid at the non-shift rate, Monday through Friday.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

30.b

**CRAFT: BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER<sup>#</sup>**

**Determination:**

SC-23-63-2-2023-2D

**Issue Date:**

August 22, 2023

**Expiration date of determination:**

June 30, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate to be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**Localities:**

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

**Wages and Employer Payments:**

| Classification <sup>a</sup><br>(Journey person) | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension <sup>b</sup> | Vacation<br>and<br>Holiday <sup>c</sup> | Training | Other  | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly<br>Rate <sup>d</sup><br>(1½ x) | Saturday<br>Overtime<br>Hourly<br>Rate <sup>e</sup><br>(1½ x) | Sunday<br>Holiday<br>Overtime<br>Hourly<br>Rate <sup>f</sup><br>(2 x) |
|---|-------------------------|--------------------------|----------------------|---|----------|--------|-------|-------------------------|--|---|---|
| Group 1   | \$56.68                 | \$12.85                  | \$14.65              | \$3.85                                  | \$1.05   | \$0.41 | 8     | \$89.49                 | \$117.830  | \$117.830   | \$146.1   |
| Group 2   | \$58.46                 | \$12.85                  | \$14.65              | \$3.85                                  | \$1.05   | \$0.41 | 8     | \$91.27                 | \$120.500  | \$120.500   | \$149.7   |
| Group 3   | \$60.46                 | \$12.85                  | \$14.65              | \$3.85                                  | \$1.05   | \$0.41 | 8     | \$93.27                 | \$123.500  | \$123.500   | \$153.7   |

Attachment: 23-1002869 (10008 : Award Contract No. 23-1002869 for I-10 EB TCL Project)

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER#  
(SPECIAL SHIFT)

**Determination:**  
SC-23-63-2-2023-2D

**Issue Date:**  
August 22, 2023

**Expiration date of determination:**  
June 30, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**Localities:**  
All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

**Wages and Employer Payments:**

| Classification <sup>a</sup><br>(Journeyman) | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension <sup>b</sup> | Vacation<br>and<br>Holiday <sup>c</sup> | Training | Other  | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly<br>Rate <sup>d</sup><br>(1½ x) | Saturday<br>Overtime<br>Hourly<br>Rate <sup>e</sup><br>(1½ x) | Sunday/<br>Holiday<br>Overtime<br>Hourly<br>Rate<br>(2 x) |
|---|-------------------------|--------------------------|----------------------|---|----------|--------|-------|-------------------------|--|---|---|
| Group 1                                     | \$57.68                 | \$12.85                  | \$14.65              | \$3.85                                  | \$1.05   | \$0.41 | 8     | \$90.49                 | \$119.330  | \$119.330   | \$148.170   |
| Group 2                                     | \$59.46                 | \$12.85                  | \$14.65              | \$3.85                                  | \$1.05   | \$0.41 | 8     | \$92.27                 | \$122.000  | \$122.000   | \$151.730   |
| Group 3                                     | \$61.46                 | \$12.85                  | \$14.65              | \$3.85                                  | \$1.05   | \$0.41 | 8     | \$94.27                 | \$125.000  | \$125.000   | \$155.730   |

Attachment: 23-1002869 (10008 : Award Contract No. 23-1002869 for I-10 EB TCL Project)

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER #  
(MULTI-SHIFT)

Determination:  
SC-23-63-2-2023-2D

Issue Date:  
August 22, 2023

Expiration date of determination:  
June 30, 2024\*\*The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

Localities:  
All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

Wages and Employer Payments:

| Classification <sup>a</sup><br>(Journey person) | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension <sup>b</sup> | Vacation<br>and<br>Holiday <sup>c</sup> | Training | Other  | Hours <sup>f</sup> | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly<br>Rate <sup>d</sup><br>(1½ x) | Saturday<br>Overtime<br>Hourly Rate <sup>e</sup><br>(1½ x) | Sunday<br>Holiday<br>Overtime<br>Hourly<br>Rate<br>(2 x) |
|---|-------------------------|--------------------------|----------------------|---|----------|--------|--------------------|-------------------------|--|--|--|
| Group 1   | \$57.68                 | \$12.85                  | \$14.65              | \$3.85                                  | \$1.05   | \$0.41 | 8                  | \$90.49                 | \$119.330  | \$119.330  | \$148.170  |
| Group 2   | \$59.46                 | \$12.85                  | \$14.65              | \$3.85                                  | \$1.05   | \$0.41 | 8                  | \$92.27                 | \$122.000  | \$122.000  | \$151.730  |
| Group 3   | \$61.46                 | \$12.85                  | \$14.65              | \$3.85                                  | \$1.05   | \$0.41 | 8                  | \$94.27                 | \$125.000  | \$125.000  | \$155.730  |

Recognized holidays:  
Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Travel and/or subsistence payment:**

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Classifications:**

**Group 1**

Field Soils and Materials Tester  
Field Asphaltic Concrete (Soils and Materials Tester)  
Field Earthwork (Grading Excavation and Filling)  
Roof Inspector  
Water Proofer

**Group 2**

AWS-CWI Welding Inspector  
Building/Construction Inspector  
Licensed Grading Inspector  
Reinforcing Steel  
Reinforced Concrete  
Pre-Tension Concrete

Post-Tension Concrete  
Structural Steel and Welding Inspector  
Glue-Lam and truss Joints  
Truss-Type Joint Construction  
Shear Wall and Floor System used as diaphragms  
Concrete batch Plant  
Spray-Applied Fireproofing  
Structural masonry

**Group 3**

Nondestructive Testing (NDT)  
Unmanned Aircraft Systems (UAS Drones) Operator (when used in conjunction with field soils and material testing – building/construction inspection

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

<sup>a</sup> For classifications within each group, see Page 4.

<sup>b</sup> Includes an amount for Annuity.

<sup>c</sup> Includes an amount withheld for supplemental dues.

<sup>d</sup> Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

<sup>e</sup> Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

<sup>f</sup> The Third Shift shall work 6.5 hours, exclusive of meal period, for which 8 hours straight-time shall be paid at the non-shift rate, Monday through Friday.



GENERAL PREVAILING WAGE DETERMINATION MADE BY  
THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE  
PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: OPERATING ENGINEER<sup>#</sup>**

**Determination:**

SC-23-63-2-2023-2

**Issue Date:**

August 22, 2023

**Expiration date of determination:**

June 30, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**Localities:**

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

**Wages and total hourly rates (including employer payments):**

| Classification <sup>a</sup><br>(Journey person) | Basic<br>Hourly<br>Rate | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly Rate <sup>b</sup><br>(1½ x) | Saturday<br>Overtime<br>Hourly Rate <sup>c</sup><br>(1½ x) | Sunday/Holiday<br>Overtime<br>Hourly Rate <sup>c</sup><br>(2 x) |
|---|-------------------------|-------|-------------------------|---|--|---|
| Group 1   | \$55.90                 | 8     | \$88.71                 | \$116.660   | \$116.660  | \$144.610   |
| Group 2   | \$56.68                 | 8     | \$89.49                 | \$117.830   | \$117.830  | \$146.170   |
| Group 3   | \$56.97                 | 8     | \$89.78                 | \$118.265   | \$118.265  | \$146.750   |
| Group 4   | \$58.46                 | 8     | \$91.27                 | \$120.500   | \$120.500  | \$149.730   |
| Group 6   | \$58.68                 | 8     | \$91.49                 | \$120.830   | \$120.830  | \$150.170   |
| Group 8   | \$58.79                 | 8     | \$91.60                 | \$120.995   | \$120.995  | \$150.390   |
| Group 10  | \$58.91                 | 8     | \$91.72                 | \$121.175   | \$121.175  | \$150.630   |
| Group 12  | \$59.08                 | 8     | \$91.89                 | \$121.430   | \$121.430  | \$150.970   |
| Group 13  | \$59.18                 | 8     | \$91.99                 | \$121.580   | \$121.580  | \$151.170   |
| Group 14  | \$59.21                 | 8     | \$92.02                 | \$121.625   | \$121.625  | \$151.230   |
| Group 15  | \$59.29                 | 8     | \$92.10                 | \$121.745   | \$121.745  | \$151.390   |
| Group 16  | \$59.41                 | 8     | \$92.22                 | \$121.925   | \$121.925  | \$151.630   |
| Group 17  | \$59.58                 | 8     | \$92.39                 | \$122.180   | \$122.180  | \$151.970   |
| Group 18  | \$59.68                 | 8     | \$92.49                 | \$122.330   | \$122.330  | \$152.170   |
| Group 19  | \$59.79                 | 8     | \$92.60                 | \$122.495   | \$122.495  | \$152.390   |
| Group 20  | \$59.91                 | 8     | \$92.72                 | \$122.675   | \$122.675  | \$152.630   |
| Group 21  | \$60.08                 | 8     | \$92.89                 | \$122.930   | \$122.930  | \$152.970   |
| Group 22  | \$60.18                 | 8     | \$92.99                 | \$123.080   | \$123.080  | \$153.170   |
| Group 23  | \$60.29                 | 8     | \$93.10                 | \$123.245   | \$123.245  | \$153.390   |
| Group 24  | \$60.41                 | 8     | \$93.22                 | \$123.425   | \$123.425  | \$153.630   |
| Group 25  | \$60.58                 | 8     | \$93.39                 | \$123.680   | \$123.680  | \$153.970   |

Attachment: 23-1002869 (10008 : Award Contract No. 23-1002869 for I-10 EB TCL Project)

**Employer Payments:**

| Type of Fund                      | Amount per Hour |
|-----------------------------------|-----------------|
| Health and Welfare                | \$12.85         |
| Pension <sup>d</sup>              | \$14.65         |
| Vacation and Holiday <sup>e</sup> | \$3.85          |
| Training                          | \$1.05          |
| Other                             | \$0.41          |

**Recognized holidays:**

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Travel and/or subsistence payment:**

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY  
THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE  
PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: OPERATING ENGINEER (SPECIAL SHIFT) #**

**Determination:**

SC-23-63-2-2023-2

**Issue Date:**

August 22, 2023

**Expiration date of determination:**

June 30, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**Localities:**

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

**Wages and total hourly rates (including employer payments):**

| Classification <sup>a</sup><br>(Journey person) | Basic<br>Hourly<br>Rate | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly Rate <sup>b</sup><br>(1½ x) | Saturday<br>Overtime<br>Hourly Rate <sup>c</sup><br>(1½ x) | Sunday/Holiday<br>Overtime<br>Hourly Rate <sup>d</sup><br>(2 x) |
|---|-------------------------|-------|-------------------------|---|--|---|
| Group 1   | \$56.90                 | 8     | \$89.71                 | \$118.160   | \$118.160  | \$146.610   |
| Group 2   | \$57.68                 | 8     | \$90.49                 | \$119.330   | \$119.330  | \$148.170   |
| Group 3   | \$57.97                 | 8     | \$90.78                 | \$119.765   | \$119.765  | \$148.750   |
| Group 4   | \$59.46                 | 8     | \$92.27                 | \$122.000   | \$122.000  | \$151.730   |
| Group 6   | \$59.68                 | 8     | \$92.49                 | \$122.330   | \$122.330  | \$152.170   |
| Group 8   | \$59.79                 | 8     | \$92.60                 | \$122.495   | \$122.495  | \$152.390   |
| Group 10  | \$59.91                 | 8     | \$92.72                 | \$122.675   | \$122.675  | \$152.630   |
| Group 12  | \$60.08                 | 8     | \$92.89                 | \$122.930   | \$122.930  | \$152.970   |
| Group 13  | \$60.18                 | 8     | \$92.99                 | \$123.080   | \$123.080  | \$153.170   |
| Group 14  | \$60.21                 | 8     | \$93.02                 | \$123.125   | \$123.125  | \$153.230   |
| Group 15  | \$60.29                 | 8     | \$93.10                 | \$123.245   | \$123.245  | \$153.390   |
| Group 16  | \$60.41                 | 8     | \$93.22                 | \$123.425   | \$123.425  | \$153.630   |
| Group 17  | \$60.58                 | 8     | \$93.39                 | \$123.680   | \$123.680  | \$153.970   |
| Group 18  | \$60.68                 | 8     | \$93.49                 | \$123.830   | \$123.830  | \$154.170   |
| Group 19  | \$60.79                 | 8     | \$93.60                 | \$123.995   | \$123.995  | \$154.390   |
| Group 20  | \$60.91                 | 8     | \$93.72                 | \$124.175   | \$124.175  | \$154.630   |
| Group 21  | \$61.08                 | 8     | \$93.89                 | \$124.430   | \$124.430  | \$154.970   |
| Group 22  | \$61.18                 | 8     | \$93.99                 | \$124.580   | \$124.580  | \$155.170   |
| Group 23  | \$61.29                 | 8     | \$94.10                 | \$124.745   | \$124.745  | \$155.390   |
| Group 24  | \$61.41                 | 8     | \$94.22                 | \$124.925   | \$124.925  | \$155.630   |
| Group 25  | \$61.58                 | 8     | \$94.39                 | \$125.180   | \$125.180  | \$155.970   |

Attachment: 23-1002869 (10008 : Award Contract No. 23-1002869 for I-10 EB TCL Project)

**Employer Payments:**

| Type of Fund                      | Amount per Hour |
|-----------------------------------|-----------------|
| Health and Welfare                | \$12.85         |
| Pension <sup>d</sup>              | \$14.65         |
| Vacation and Holiday <sup>e</sup> | \$3.85          |
| Training                          | \$1.05          |
| Other                             | \$0.41          |

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**Travel and/or subsistence payment:**

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PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: OPERATING ENGINEER (MULTI-SHIFT)#**

**Determination:**

SC-23-63-2-2023-2

**Issue Date:**

August 22, 2023

**Expiration date of determination:**

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| Classification <sup>a</sup><br>(Journey person) | Basic<br>Hourly<br>Rate | Hours <sup>f</sup> | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly Rate <sup>b</sup><br>(1½ x) | Saturday<br>Overtime<br>Hourly Rate <sup>c</sup><br>(1½ x) | Sunday/Holiday<br>Overtime<br>Hourly Rate <sup>e</sup><br>(2 x) |
|---|-------------------------|--------------------|-------------------------|---|--|---|
| Group 1   | \$56.90                 | 8                  | \$89.71                 | \$118.160   | \$118.160  | \$146.610   |
| Group 2   | \$57.68                 | 8                  | \$90.49                 | \$119.330   | \$119.330  | \$148.170   |
| Group 3   | \$57.97                 | 8                  | \$90.78                 | \$119.765   | \$119.765  | \$148.750   |
| Group 4   | \$59.46                 | 8                  | \$92.27                 | \$122.000   | \$122.000  | \$151.730   |
| Group 5   | \$59.56                 | 8                  | \$92.37                 | \$122.150   | \$122.150  | \$151.930   |
| Group 6   | \$59.68                 | 8                  | \$92.49                 | \$122.330   | \$122.330  | \$152.170   |
| Group 7   | \$59.78                 | 8                  | \$92.59                 | \$122.480   | \$122.480  | \$152.370   |
| Group 8   | \$59.79                 | 8                  | \$92.60                 | \$122.495   | \$122.495  | \$152.390   |
| Group 9   | \$59.89                 | 8                  | \$92.70                 | \$122.645   | \$122.645  | \$152.590   |
| Group 10  | \$59.91                 | 8                  | \$92.72                 | \$122.675   | \$122.675  | \$152.630   |
| Group 11  | \$60.01                 | 8                  | \$92.82                 | \$122.825   | \$122.825  | \$152.830   |
| Group 12  | \$60.08                 | 8                  | \$92.89                 | \$122.930   | \$122.930  | \$152.970   |
| Group 13  | \$60.18                 | 8                  | \$92.99                 | \$123.080   | \$123.080  | \$153.170   |
| Group 14  | \$60.21                 | 8                  | \$93.02                 | \$123.125   | \$123.125  | \$153.230   |
| Group 15  | \$60.29                 | 8                  | \$93.10                 | \$123.245   | \$123.245  | \$153.390   |
| Group 16  | \$60.41                 | 8                  | \$93.22                 | \$123.425   | \$123.425  | \$153.630   |
| Group 17  | \$60.58                 | 8                  | \$93.39                 | \$123.680   | \$123.680  | \$153.970   |
| Group 18  | \$60.68                 | 8                  | \$93.49                 | \$123.830   | \$123.830  | \$154.170   |
| Group 19  | \$60.79                 | 8                  | \$93.60                 | \$123.995   | \$123.995  | \$154.390   |
| Group 20  | \$60.91                 | 8                  | \$93.72                 | \$124.175   | \$124.175  | \$154.630   |
| Group 21  | \$61.08                 | 8                  | \$93.89                 | \$124.430   | \$124.430  | \$154.970   |
| Group 22  | \$61.18                 | 8                  | \$93.99                 | \$124.580   | \$124.580  | \$155.170   |
| Group 23  | \$61.29                 | 8                  | \$94.10                 | \$124.745   | \$124.745  | \$155.200   |
| Group 24  | \$61.41                 | 8                  | \$94.22                 | \$124.925   | \$124.925  | \$155.200   |



| Classification <sup>a</sup><br>(Journey person) | Basic<br>Hourly<br>Rate | Hours <sup>f</sup> | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly Rate <sup>b</sup><br>(1½ x) | Saturday<br>Overtime<br>Hourly Rate <sup>c</sup><br>(1½ x) | Sunday/Holiday<br>Overtime<br>Hourly Rate <sup>e</sup><br>(2 x) |
|---|-------------------------|--------------------|-------------------------|---|--|---|
| Group 25  | \$61.58                 | 8                  | \$94.39                 | \$125.180   | \$125.180  | \$155.970   |

**Employer Payments:**

| Type of Fund                      | Amount per Hour |
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## Classifications:

### Group 1

Bargeman  
Brakeman  
Compressor Operator  
Ditchwitch, with seat or similar type equipment  
Elevator Operator - Inside  
Engineer Oiler  
Forklift Operator (includes loed, lull or similar types – under 5 tons)  
Generator Operator  
Generator, Pump or Compressor Plant Operator  
Heavy Duty Repairman Helper  
Inertial Profiler Operator  
Pump Operator  
Signalman  
Switchman

### Group 2

Asphalt-Rubber Plant Operator (Nurse Tank Operator)  
Coil Tubing Rig Operator  
Concrete Mixer Operator – Skip Type  
Conveyor Operator  
Fireman  
Forklift Operator (includes loed, lull or similar types – over 5 tons)  
Hydrostatic Pump Operator  
Oiler Crusher (Asphalt or Concrete Plant)  
Petromat Laydown Machine  
PJU Side Dump Jack  
Rotary Drill Helper (Oilfield)  
Screening and Conveyor Machine Operator (or similar types)  
Skiploader (Wheel type up to  $\frac{3}{4}$  yd. without attachment)  
Tar Pot Fireman  
Temporary Heating Plant Operator  
Trenching Machine Oiler

### Group 3

Asphalt Rubber Blend Operator  
Bobcat or similar type (Skid Steer, with all attachments)  
Equipment Greaser (rack)  
Ford Ferguson (with dragtype attachments)  
Helicopter Radioman (ground)

Stationary Pipe Wrapping and Cleaning Machine Operator

### Group 4

Asphalt Plant Fireman  
Backhoe Operator (mini-max or similar type)  
Boring Machine Operator  
Boring System Electronic Tracking Locator  
Boxman or Mixerman (asphalt or concrete)  
Chip Spreading Machine Operator  
Concrete Cleaning Decontamination Machine Operator  
Concrete Pump Operator (small portable)  
Drilling Machine Operator, Small Auger types (Texoma Super Economatic, or similar types – Hughes 100 or 200, or similar types – drilling depth of 30 maximum)  
Equipment Greaser (grease truck)  
Excavator Track/Rubber-Tired-with all attachmen (Operating weight under 21,000 lbs)  
Guard Rail Post Driver Operator  
Highline Cableway Signalman  
Hydra-Hammer-Aero Stomper  
Hydraulic Casing Oscillator Operator – drilling de of 30' maximum  
Micro Tunneling Operator (above ground tunnel)  
Power Concrete Curing Machine Operator  
Power Concrete Saw Operator  
Power – Driver Jumbo Form Setter Operator  
Power Sweeper Operator  
Rock Wheel Saw/Trencher  
Roller Operator (compacting)  
Screed Operator (asphalt or concrete)  
Trenching Machine Operator (up to 6 ft.)  
Vacuum or Muck Truck

**Group 5 (for multi-shift rate, see Pages 5 and 6)**  
Equipment Greaser (Grease Truck/Multi-Shift)

### Group 6

Articulating Material Hauler  
Asphalt Plant Engineer  
Batch Plant Operator  
Bit Sharpener  
Concrete Joint Machine Operator (canal and simi type)  
Concrete Placer Operator  
Concrete Planer Operator

Dandy Digger  
 Deck Engine Operator  
 Deck Engineer  
 Derrickman (oilfield type)  
 Drilling Machine Operator, Bucket or Auger types  
 (Calweld 100 bucket or similar types – Watson  
 1000 auger or similar types – Texoma 330, 500 or  
 600 auger or similar types – drilling depth of 45'  
 maximum)  
 Drilling Machine Operator (including water wells)  
 Forced Feed Loader  
 Hydraulic Casing Oscillator Operator – drilling depth  
 of 45' maximum  
 Hydro Seeder Machine Operator (straw, pulp or seed)  
 Jackson Track Maintainer, or similar type  
 Kalamazoo Switch Tamper, or similar type  
 Machine Tool Operator  
 Maginnis Internal Full Slab Vibrator  
 Mechanical Berm, Curb or Gutter (concrete or  
 asphalt)  
 Mechanical Finisher Operator (concrete, Clary-  
 Johnson-Bidwell or similar)  
 Micro Tunnel System Operator (below ground)  
 Pavement Breaker Operator  
 Railcar Mover  
 Road Oil Mixing Machine Operator  
 Roller Operator (asphalt or finish)  
 Rubber-Tired Earthmoving Equipment (single  
 engine, up to and including 25 yds. struck)  
 Self-Propelled Tar Pipelining Machine Operator  
 Skiploader Operator (crawler and wheel type, over  
 $\frac{3}{4}$  yds. and up to and including  $1\frac{1}{2}$  yds.)  
 Slip Form Pump Operator (power driven hydraulic  
 lifting device for concrete forms)  
 Tractor Operator – Bulldozer, Tamper-Scraper  
 (single engine, up to 100 H.P. flywheel and similar  
 types, up to and including D-5 and similar types)  
 Tugger Hoist Operator (1 drum)  
 Ultra High Pressure Waterjet Cutting Tool System  
 Operator  
 Vacuum Blasting Machine Operator  
 Volumetric Mixer Operator  
 Welder - General

#### **Group 7 (for multi-shift rate, see Pages 5 and 6)**

Welder - General (Multi-Shift)

#### **Group 8**

Asphalt or Concrete Spreading Operator (tamping  
 finishing)  
 Asphalt Paving Machine Operator (barber greene  
 similar type, one (1) Screedman)  
 Asphalt-Rubber Distributor Operator  
 Backhoe Operator (up to and including  $\frac{3}{4}$  yds.)  
 small ford, case or similar types  
 Backhoe Operator (over  $\frac{3}{4}$  yd. and up to 5 cu. yd.  
 M.R.C.)  
 Barrier Rail Mover (BTM Series 200 or similar typ  
 Cast in Place Pipe Laying Machine Operator  
 Cold Foamed Asphalt Recycler  
 Combination Mixer and Compressor Operator  
 (gunite work)  
 Compactor Operator – Self Propelled  
 Concrete Mixer Operator – Paving  
 Crushing Plant Operator  
 Drill Doctor  
 Drilling Machine Operator, Bucket or Auger types  
 (Calweld 150 bucket or similar types – Watson  
 1500, 2000, 2500 auger or similar types –  
 Texoma 700, 800 auger or similar types – drillin  
 depth of 60' maximum)  
 Elevating Grader Operator  
 Excavator Track/Rubber-Tired with all attachmen  
 (Operating Weight 21,000 lbs – 100,000 lbs)  
 Global Positioning System/GPS (or Technician)  
 Grade Checker  
 Gradall Operator  
 Grouting Machine Operator  
 Heavy Duty Repairman/Pump Installer  
 Heavy Equipment Robotics Operator  
 Hydraulic Casing Oscillator Operator – drilling de  
 of 60' maximum  
 Hydraulic Operated Grout Plant (excludes hand  
 loading)  
 Kalamazoo Ballast Regulator or similar type  
 Klemm Drill Operator or similar types  
 Kolman Belt Loader and similar type  
 Le Tourneau Blob Compactor or similar type  
 Lo Drill  
 Loader Operator (Athey, Euclid, Sierra and simila  
 types)  
 Master Environmental Maintenance Mechanic  
 Mobark Chipper or similar types  
 Ozzie Padder or similar types  
 P.C. 490 Slot Saw

Pneumatic Concrete Placing Machine Operator  
(Hackley-Presswell or similar type)  
Prentice 721E Hydro-Ax  
Pumpcrete Gun Operator  
Rock Drill or Similar Types (see Miscellaneous  
Provision #4 for additional information regarding  
this classification)  
Rotary Drill Operator (excluding caison type)  
Rubber-Tired Earth Moving Equipment Operator  
(single engine, caterpillar, euclid, atthey wagon,  
and similar types with any and all attachments  
over 25 yds. and up to and including 50 cu yds.  
struck)  
Rubber-Tired Earth Moving Equipment Operator  
(multiple engine – up to and including 25 yds.  
struck)  
Rubber-Tired Scraper Operator (self-loading paddle  
wheel type – John Deere, 1040 and similar single  
unit)  
Self-Propelled Curb and Gutter Machine Operator  
Shuttle Buggy  
Skiploader Operator (crawler and wheel type over 1  
½ yds. up to and including 6 ½ yds.)  
Soil Remediation Plant Operator (CMI, Envirotech or  
Similar)  
Soil Stabilizer and Reclaimer (WR-2400)  
Somero SXP Laser Screed  
Speed Swing Operator  
Surface Heaters and Planer Operator  
Tractor Compressor Drill Combination Operator  
Tractor Operator (any type larger than D-5 – 100  
flyweel H.P. and over, or similar – bulldozer,  
tamper, scraper and push tractor, single engine)  
Tractor Operator (boom attachments)  
Traveling Pipe Wrapping, Cleaning and Bending  
Machine Operator)  
Trenching Machine Operator (over 6 ft. depth  
capacity, manufacturer's rating)  
Trenching Machine with Road Miner Attachment  
(over 6ft. depth capacity, manufacturer's rating –  
Oiler or Journeyman Trainee required)  
Ultra High Pressure Waterjet Cutting Tool System  
Mechanic  
Water Pull (compaction)

**Group 9 (for multi-shift rate, see Pages 5 and 6)**  
Heavy Duty Repairman (Multi-Shift)

### Group 10

Backhoe Operator (over 5 cu. yds. M.R.C.)  
Drilling Machine Operator, Bucket or Auger types  
(Calweld 200 B bucket or similar types – Wats  
3000 or 5000 auger or similar types – Texoma  
900 auger or similar types – drilling depth of 10  
maximum)  
Dual Drum Mixer  
Dynamic Compactor LDC350 or similar types  
Heavy Duty Repairman-Welder combination  
Hydraulic Casing Oscillator Operator – drilling de  
of 105' maximum  
Monorail Locomotive Operator (diesel, gas or  
electric)  
Motor Patrol – Blade Operator (single engine)  
Multiple Engine Tractor Operator (euclid and simi  
type – except quad 9 cat.)  
Pneumatic Pipe Ramming Tool and similar types  
Pre-stressed Wrapping Machine Operator (2  
Operators required)  
Rubber – Tired Earth Moving Equipment Operato  
(single engine, over 50 yds. struck)  
Rubber – Tired Earth Moving Equipment Operato  
(multiple engine, euclid caterpillar and similar –  
over 25 yds. and up to 50 yds. struck)  
Tower Crane Repairman  
Tractor Loader Operator (crawler and wheel-type  
over 6 ½ yds.)  
Unmanned Aircraft Systems (UAS Drones) Oper  
(when used in conjunction with hoisting and  
placing materials)  
Welder – Certified  
Woods Mixer Operator (and similar pugmill  
equipment)

**Group 11 (for multi-shift rate, see Pages 5 and 6)**  
Heavy Duty Repairman – Welder Combination  
(Multi-Shift)  
Welder – Certified (Multi-Shift)

### Group 12

Auto Grader Operator  
Automatic Slip Form Operator  
Backhoe Operator (over 7 cu. yds. M.R.C.)  
Drilling Machine Operator, Bucket or Auger types  
(Calweld, auger 200 CA or similar types –  
Watson, auger 6000 or similar types – hughes  
super duty, auger 200 or similar types – drilling  
depth of 175' maximum)



Excavator Track/Rubber Tired- with all attachments  
(Operating Weight 100,000 lbs. – 200,000 lbs.)  
Hoe Ram or similar with compressor  
Hydraulic Casing Oscillator Operator – drilling depth  
of 175' maximum  
Mass Excavator Operator – less than 750 cu. yds.  
Mechanical Finishing Machine Operator  
Mobile Form Traveler Operator  
Motor Patrol Operator (multi-engine)  
Pipe Mobile Machine Operator  
Rubber-Tired Earth Moving Equipment Operator  
(multiple engine, euclid, caterpillar and similar  
type, over 50 cu. yds. struck)  
Rubber-Tired Self-Loading Scraper Operator  
(paddle-wheel-auger type self-loading – (two (2)  
or more units)

**Group 13**

Rubber-Tired Earth Moving Equipment Operator,  
Operating Equipment with the Push-Pull System  
(single engine, up to and including 25 yds. struck)

**Group 14**

Canal Liner Operator  
Canal Trimmer Operator  
Drilling Machine Operator, Bucket or Auger types  
(Calweld, auger 200 CA or similar types –  
watson, auger 6000 or similar types – hughes  
super duty, auger 200 or similar types – drilling  
depth of 300' maximum)  
Remote Controlled Earth Moving Operator (\$1.00  
per hour additional to base rate)  
Wheel Excavator Operator (over 750 cu. yds. per  
hour)

**Group 15**

Rubber-Tired Earth Moving Equipment Operator,  
Operating Equipment with the Push-Pull System  
(single engine, caterpillar, euclid, atthey wagon,  
and similar types with any and all attachments  
over 25 and up to and including 50 cu. yds.  
struck)  
Rubber-Tired Earth Moving Equipment Operator,  
Operating Equipment with the Push-Pull System  
(multiple engine - up to and including 25 yds.  
struck)

**Group 16**

Excavator Track/Rubber Tired – with all attachments  
(Operating Weight exceeding 200,000 lbs.)

Rubber-Tired Earth Moving Equipment Operator,  
Operating Equipment with the Push-Pull System  
(single engine, over 50 yds. struck)  
Rubber-Tired Earth Moving Equipment Operator,  
Operating Equipment with the Push-Pull System  
(multiple engine, euclid, caterpillar, and similar,  
over 25 yds. and up to 50 yds. struck)

**Group 17**

Rubber-Tired Earth Moving Equipment Operator,  
Operating Equipment with the Push-Pull System  
(multiple engine, euclid, caterpillar, and similar  
type, over 50 cu. yds. struck)  
Tandem Tractor Operator (operating crawler type  
tractors in tandem – Quad 9 and similar type)

**Group 18**

Rubber-Tired Earth Moving Equipment Operator,  
Operating in Tandem (scrapers, belly dumps, and  
similar types in any combination, excluding  
compaction units - single engine, up to and  
including 25 yds. struck)

**Group 19**

Rotex Concrete Belt Operator  
Rubber-Tired Earth Moving Equipment Operator,  
Operating in Tandem (scrapers, belly dumps, and  
similar types in any combination, excluding  
compaction units - single engine, caterpillar,  
euclid, atthey wagon, and similar types with any  
and all attachments over 25 yds. and up to and  
including 50 cu. yds. struck)  
Rubber-Tired Earth Moving Equipment Operator,  
Operating in Tandem (scrapers, belly dumps, and  
similar types in any combination, excluding  
compaction units - multiple engines, up to and  
including 25 yds. struck)

**Group 20**

Rubber-Tired Earth Moving Equipment Operator,  
Operating in Tandem (scrapers, belly dumps, and  
similar types in any combination, excluding  
compaction units - single engine, over 50 yds.  
struck)  
Rubber-Tired Earth Moving Equipment Operator,  
Operating in Tandem (scrapers, belly dumps, and  
similar types in any combination, excluding  
compaction units - multiple engine, euclid,  
caterpillar and similar, over 25 yds. and up to 5  
yds. struck)



**Group 21**

Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, euclid, caterpillar and similar type, over 50 cu. yds. struck)

**Group 22**

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (single engine, up to and including 25 yds. struck)

**Group 23**

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (single engine, caterpillar, euclid, atthey wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-P System (multiple engine, up to and including 25 yds. struck)

**Group 24**

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-P System (single engine, over 50 yds. Struck)  
 Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-P System (multiple engine, euclid, caterpillar and similar, over 25 yds. and up to 50 yds. struck)

**Group 25**

Concrete Pump Operator-Truck Mounted  
 Pedestal Concrete Pump Operator  
 Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-P System (multiple engine, euclid, caterpillar and similar over 50 cu. yds struck)

**MISCELLANEOUS PROVISIONS:**

1. Operators on hoists with three drums shall receive fifty cents (50¢) per hour additional pay to the regular rate of pay. The additional pay shall be added to the regular rate and become the base rate the entire shift.
2. All heavy duty repairman and heavy duty combination shall receive one dollar (\$1.00) per hour tool allowance in addition to their regular rate of pay and this shall become their base rate of pay.
3. Employees required to suit up and work in a hazardous material environment, shall receive Two Dollars (\$2.00) per hour in addition to their regular rate of pay, and that rate shall become the basic hourly rate of pay.
4. A review of rock drilling is currently pending. The minimum acceptable rate of pay for this classification or type of work on public works projects is Laborer and Related Classifications/Group 5 (Driller) as published in the Director's General Prevailing Wage Determinations. However, the published rate for the craft/classification of Operating Engineer/Group 8 (Rock Drill or Similar Types) may be used by contractors to perform rock drilling on public works projects.

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

<sup>a</sup> For classifications within each group, see Pages 7 through 11.

<sup>b</sup> Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

<sup>c</sup> Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

<sup>d</sup> Includes an amount for Annuity.

<sup>e</sup> Includes an amount withheld for supplemental dues.

<sup>f</sup> The Third Shift shall work 6.5 hours, exclusive of meal period, for which 8 hours straight-time shall be paid at the non-shift rate, Monday through Friday.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

30.b

**Craft: Laborer and Related Classifications #**

**Determination:**

SC-23-102-2-2023-1

**Issue Date:**

August 22, 2023

**Expiration date of determination:**

June 30, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**Localities:**

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

**Wages and Employer Payments:**

| Classification <sup>a</sup><br>(Journeyman) | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension | Vacation<br>and<br>Holiday <sup>b</sup> | Training | Other  | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly<br>Rate<br>(1 ½ X) <sup>c</sup> | Saturday<br>Overtime<br>Hourly<br>Rate<br>(1 ½ X) <sup>cd</sup> | Sunday<br>Holiday<br>Overtime<br>Hourly<br>Rate<br>(2 X) |
|---|-------------------------|--------------------------|---------|---|----------|--------|-------|-------------------------|---|---|--|
| Group 1                                     | \$41.38                 | \$8.95                   | \$11.62 | \$5.02                                  | \$0.75   | \$0.67 | 8.0   | \$68.39                 | \$89.080  | \$89.080  | \$109.77   |
| Group 2                                     | \$41.93                 | \$8.95                   | \$11.62 | \$5.02                                  | \$0.75   | \$0.67 | 8.0   | \$68.94                 | \$89.905  | \$89.905  | \$110.87   |
| Group 3                                     | \$42.48                 | \$8.95                   | \$11.62 | \$5.02                                  | \$0.75   | \$0.67 | 8.0   | \$69.49                 | \$90.730  | \$90.730  | \$111.97   |
| Group 4                                     | \$44.03                 | \$8.95                   | \$11.62 | \$5.02                                  | \$0.75   | \$0.67 | 8.0   | \$71.04                 | \$93.055  | \$93.055  | \$115.07   |
| Group 5                                     | \$44.38                 | \$8.95                   | \$11.62 | \$5.02                                  | \$0.75   | \$0.67 | 8.0   | \$71.39                 | \$93.580  | \$93.580  | \$115.77   |

Attachment: 23-1002869 (10008 : Award Contract No. 23-1002869 for I-10 EB TCL Project)

**Group 1**

Boring Machine Helper (Outside)  
 Certified Confined Space Laborer  
 Cleaning and Handling of Panel Forms  
 Concrete Screeding for Rough Strike-Off  
 Concrete, Water Curing  
 Demolition Laborer, the cleaning of brick if performed by an employee performing any other phase of demolition work, and the cleaning of lumber  
 Fiberoptic Installation, Blowing, Splicing, and Testing Technician on public right-of-way only  
 Fire Watcher, Limbers, Brush Loaders, Pilers and Debris Handlers  
 Flagman  
 Gas, Oil and/or Water Pipeline Laborer  
 Laborer, Asphalt-Rubber Material Loader  
 Laborer, General or Construction  
 Laborer, General Cleanup  
 Laborer, Jetting  
 Laborer, Temporary Water and Air Lines  
 Plugging, Filling of Shee-Bolt Holes; Dry Packing of Concrete and Patching  
 Post Hole Digger (Manual)  
 Railroad Maintenance, Repair Trackman and Road Beds; Streetcar and Railroad Construction Track Laborers  
 Rigging and Signaling  
 Scaler  
 Slip Form Raisers  
 Tarman and Mortar Man  
 Tool Crib or Tool House Laborer  
 Traffic Control by any method  
 Water Well Driller Helper  
 Window Cleaner  
 Wire Mesh Pulling - All Concrete Pouring Operations

**Group 2**

Asphalt Shoveler  
 Cement Dumper (on 1 yard or larger mixer and handling bulk cement)  
 Cesspool Digger and Installer  
 Chucktender  
 Chute Man, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks,

floors, foundations, footings, curbs, gutters and sidewalks  
 Concrete Curer-Impervious Membrane and Form Oil  
 Cutting Torch Operator (Demolition)  
 Fine Grader, Highways and Street Paving, Airport, Runways, and similar type heavy construction  
 Gas, Oil and/or Water Pipeline Wrapper-Pot Tender and Form Man  
 Guinea Chaser  
 Headerboard Man-Asphalt  
 Installation of all Asphalt Overlay Fabric and Materials used for Reinforcing Asphalt  
 Laborer, Packing Rod Steel and Pans  
 Membrane Vapor Barrier Installer  
 Power Broom Sweepers (small)  
 Riprap, Stonepaver, placing stone or wet sacked concrete  
 Roto Scraper and Tiller  
 Sandblaster (Pot Tender)  
 Septic Tank Digger and Installer (leadman)  
 Tank Scaler and Cleaner  
 Tree Climber, Faller, Chain Saw Operator, Pittsburgh Chipper and similar type Brush Shredders  
 Underground Laborer, including Caisson Bellow

**Group 3**

Asphalt Installation of all fabrics  
 Buggymobile Man  
 Compactor (all types including Tampers, Barko, Wacker)  
 Concrete Cutting Torch  
 Concrete Pile Cutter  
 Driller, Jackhammer, 2 1/2 ft. drill steel or longer  
 Dri Pak-it Machine  
 Gas, Oil and/or Water Pipeline Wrapper - 6-inch pipe and over by any method, inside and out  
 Impact Wrench, Multi-Plate  
 Kettlemen, Potmen and Men applying asphalt, lay-kold, creosote, lime caustic and similar type materials  
 Laborer, Fence Erector  
 Material Hoseman (Walls, Slabs, Floors and Decks)  
 Operators of Pneumatic, Gas, Electric Tools, Vibrating Machines, Pavement Breakers, Air Blasting, Come-

Alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborers work  
 Pipelayer's backup man, coating, grouting, making o joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services  
 Power Post Hole Digger  
 Rock Slinger  
 Rotary Scarifier or Multiple Head Concrete Chipping Scarifier  
 Steel Headerboard Man and Guideline Setter  
 Trenching Machine, Hand Propelled

**Group 4**

Any Worker Exposed to Raw Sewage  
 Asphalt Raker, Luteman, Ironer, Asphalt Dumpman, Asphalt Spreader Boxes (all types)  
 Concrete Core Cutter (walls, floors or ceilings), Grind or Sander  
 Concrete Saw Man, Cutting Walls or Flat Work, Score old or new concrete  
 Cribber, Shorer, Lagging, Sheeting and Trench Brac  
 Hand-Guided Lagging Hammer  
 Head Rock Slinger  
 High Scaler (including drilling of same)  
 Laborer, Asphalt-Rubber Distributor Bootman  
 Laser Beam in connection with Laborer's work  
 Oversize Concrete Vibrator Operator, 70 pounds and over  
 Pipelayer  
 Prefabricated Manhole Installer  
 Sandblaster (Nozzleman), Water Blasting, Porta Shc Blast  
 Subsurface Imaging Laborer  
 Traffic Lane Closure, certified

**Group 5**

Blasters Powderman  
 Driller  
 Toxic Waste Removal  
 Welding, certified or otherwise in connection with Laborers' work

**Recognized holidays:**

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Travel and/or subsistence payment:**

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

<sup>a</sup> For classification within each group, see next page.

<sup>b</sup> Includes an amount per hour worked for supplemental dues.

<sup>c</sup> Any hours worked over 12 hours in a single workday are double (2) time.

<sup>d</sup> Saturdays in the same work week may be worked at straight-time if job is shut down during work week due to inclement weather or similar / of God, or a situation beyond the employer's control.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

30.b

**Craft: Parking and Highway Improvement (Striping, Slurry and Seal Coat Operations-Laborer)#**

**Determination:**

SC-23-102-6-2023-2

**Issue Date:**

August 22, 2023

**Expiration date of determination:**

June 30, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**Localities:**

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura Counties.

**Wages and Employer Payments:**

| Classification <sup>a</sup><br>(Journey person) | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension | Vacation/<br>Holiday <sup>b</sup> | Training | Other  | Hours <sup>c</sup> | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly<br>Rate<br>(1 ½ X) | 6 <sup>th</sup> & 7 <sup>th</sup> Day<br>Overtime<br>Hourly<br>Rate <sup>d</sup><br>(1½ x) | Holiday<br>Overtime<br>Hourly<br>Rate<br>(2 X) |
|---|-------------------------|--------------------------|---------|-----------------------------------|----------|--------|--------------------|-------------------------|--|--|--|
| Group 1   | \$44.10                 | \$8.95                   | \$8.57  | \$5.26                            | \$1.42   | \$0.56 | 8.0                | \$68.86                 | \$90.910                                       | \$90.910   | \$112.96                                       |
| Group 2   | \$45.40                 | \$8.95                   | \$8.57  | \$5.26                            | \$1.42   | \$0.56 | 8.0                | \$70.16                 | \$92.860                                       | \$92.860   | \$115.56                                       |
| Group 3   | \$47.41                 | \$8.95                   | \$8.57  | \$5.26                            | \$1.42   | \$0.56 | 8.0                | \$72.17                 | \$95.875                                       | \$95.875   | \$119.58                                       |
| Group 4   | \$49.15                 | \$8.95                   | \$8.57  | \$5.26                            | \$1.42   | \$0.56 | 8.0                | \$73.91                 | \$98.485                                       | \$98.485   | \$123.06                                       |

**Recognized holidays:**

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Attachment: 23-1002869 (10008 : Award Contract No. 23-1002869 for I-10 EB TCL Project)



**Travel and/or subsistence payment:**

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**CLASSIFICATION GROUPS:****Group 1**

Protective coating, Pavement sealing (repairs and filling of cracks by any method to parking lots, game courts and playgrounds, and tracks, whether indoor or outdoor)  
Truck Mounted Attenuator  
Automatous Truck Mounted Attenuator  
Installation of carstops  
Traffic Control Person & Serviceman; including work of installing and protecting utility covers, traffic delineating devices, posting of no parking and notifications for public convenience  
Asphalt Repair  
Equipment Repair Technician  
Truncated Dome Assitant  
Decorative Asphalt Surfacing Applicator Assistant

**Group 2**

Traffic Surface Abrasive Blaster  
Pot Tender  
Traffic Control Person/Certified Traffic Control Person  
Repairing and filling of cracks and surface cleaning on streets, highways, and airports by any means, and other work not directly connected with the application of slurry seal  
Slurry Seal Squeegeeman (finisher)  
Bob Cat/Skid Steer  
Seal Roller  
Forklift

**Group 3**

Traffic Delineating Device Applicator  
Traffic Protective System Installer  
Pavement Marking Applicator

Slurry Seal Applicator Operator (Line Drive including self-contained distribution units, aggregate spreader truck)  
Shuttleman (loader/slurry machine operations) operation of all related machinery and equipment; handling of related materials  
Truncated Dome Technician  
Decorative Asphalt Surfacing Applicator

**Group 4**

Traffic Striping Applicator  
Slurry Seal Mixer Operator  
Power Broom Sweeper (operation of all related trucks, machinery and equipment; Handling of related materials)

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

<sup>a</sup> For classifications within each group, see Page 2.

<sup>b</sup> Includes an amount per hour worked for Supplemental Dues.

<sup>c</sup> Straight-time hours: 8 consecutive hours per day. 40 hours over 5 consecutive days, Monday through Sunday shall constitute a week's work at straight time.

<sup>d</sup> The sixth consecutive day in the same work week may be worked at straight-time if job is shut down during work week due to inclement weather.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

30.b

**Craft: Cement Mason<sup>#</sup>**

**Determination:**

SC-23-203-2-2023-1

**Issue Date:**

August 22, 2023

**Expiration date of determination:**

June 30, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**Localities:**

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura Counties.

**Wages and Employer Payments:**

| Classification<br>(Journeyman)   | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension | Vacation<br>and<br>Holiday<br><sup>a</sup> | Training | Other  | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly<br>Rate<br>(1 ½ X) <sup>b</sup> | Saturday<br>Overtime<br>Hourly<br>Rate<br>(1 ½ X) <sup>b</sup><br><sub>c</sub> | Sunday<br>Holiday<br>Overtime<br>Hourly<br>Rate<br>(2 X) |
|--|-------------------------|--------------------------|---------|--|----------|--------|-------|-------------------------|---|--|--|
| Cement Mason, Curb and Gutter Machine Operator; Clary and Similar Type of Screed Operator (Cement only); Grinding Machine Operator (all types); Jackson Vibratory, Texas Screed and Similar Type Screed Operator; Scoring Machine Operator | \$44.00                 | \$8.50                   | \$10.63 | \$7.34                                     | \$0.64   | \$0.24 | 8.0   | \$71.35                 | \$93.35   | \$93.35  | \$115.3  |
| Magnesite, magnesite-terrazzo and mastic composition, Epoxy, Urethanes and exotic coatings, Dex-O-Tex  | \$44.12                 | \$8.50                   | \$10.63 | \$7.34                                     | \$0.64   | \$0.24 | 8.0   | \$71.47                 | \$93.53   | \$93.53  | \$115.5  |

Attachment: 23-1002869 (10008 : Award Contract No. 23-1002869 for I-10 EB TCL Project)

| Classification<br>(Journey person)      | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension | Vacation<br>and<br>Holiday<br><sup>a</sup> | Training | Other  | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly<br>Rate<br>(1 ½ X) <sup>b</sup> | Saturday<br>Overtime<br>Hourly<br>Rate<br>(1 ½ X) <sup>b</sup><br><sub>c</sub> | Sunday<br>Holiday<br>Overtime<br>Hourly<br>Rate<br>(2 X) |
|---|-------------------------|--------------------------|---------|--|----------|--------|-------|-------------------------|---|--|--|
| Floating and Troweling Machine Operator | \$44.25                 | \$8.50                   | \$10.63 | \$7.34                                     | \$0.64   | \$0.24 | 8.0   | \$71.60                 | \$93.725  | \$93.725   | \$115.8  |

**Recognized holidays:**

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Travel and/or subsistence payment:**

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

<sup>a</sup> Includes an amount for supplemental dues.

<sup>b</sup> Rate applies to the first 4 daily overtime hours and the first 12 hours worked on Saturday. All other time is paid at the double time (2X) rate.

<sup>c</sup> Saturday in the same work week may be worked at straight-time rate, up to 8 hours on Saturday or when the employee has worked a total of 40 hours in the work week, if it is not reasonably possible for any individual employee on a particular job site to complete 40 hours of work on an 8 hour day, Monday through Friday, due to inclement weather or similar act of God or a situation beyond the control of the contractor.

GENERAL PREVAILING WAGE DETERMINATION MADE BY  
THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE  
PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: #TEAMSTER (APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)**

**Determination:**

SC-23-261-2-2023-1

**Issue Date:**

August 22, 2023

**Expiration date of determination:**

June 30, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**Localities:**

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

**Wages and total hourly rates (including employer payments):**

| Classification <sup>a</sup><br>(Journey person) | Basic<br>Hourly<br>Rate | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly<br>Rate <sup>b</sup><br>(1½ x) | Saturday<br>Overtime<br>Hourly<br>Rate <sup>b</sup><br>(1½ x) | Sunday/Holiday<br>Overtime<br>Hourly Rate<br>(2 x) |
|---|-------------------------|-------|-------------------------|--|---|--|
| Group I   | \$38.19                 | 8     | \$71.88                 | \$90.975   | \$90.975  | \$110.07   |
| Group II  | \$38.34                 | 8     | \$72.03                 | \$91.20  | \$91.20   | \$110.37   |
| Group III                                       | \$38.47                 | 8     | \$72.16                 | \$91.395   | \$91.395  | \$110.63   |
| Group IV  | \$38.66                 | 8     | \$72.35                 | \$91.68  | \$91.68   | \$111.01   |
| Group V   | \$38.69                 | 8     | \$72.38                 | \$91.725   | \$91.725  | \$111.07   |
| Group VI  | \$38.72                 | 8     | \$72.41                 | \$91.77  | \$91.77   | \$111.13   |
| Group VII                                       | \$38.97                 | 8     | \$72.66                 | \$92.145   | \$92.145  | \$111.63   |
| Group VIII                                      | \$39.22                 | 8     | \$72.91                 | \$92.52  | \$92.52   | \$112.13   |
| Group IX  | \$39.42                 | 8     | \$73.11                 | \$92.82  | \$92.82   | \$112.53   |
| Group X   | \$39.72                 | 8     | \$73.41                 | \$93.27  | \$93.27   | \$113.13   |
| Group XI  | \$40.22                 | 8     | \$73.91                 | \$94.02  | \$94.02   | \$114.13   |

**Employer Payments:**

| Type of Fund                      | Amount per Hour |
|-----------------------------------|-----------------|
| Health and Welfare                | \$20.12         |
| Pension                           | \$8.00          |
| Vacation and Holiday <sup>c</sup> | \$3.15          |
| Training                          | \$1.92          |
| Other                             | \$0.50          |

Attachment: 23-1002869 (10008 : Award Contract No. 23-1002869 for I-10 EB TCL Project)

**Wages and total hourly rates (including employer payments):**

| Classification <sup>d</sup><br>(Subjourneyman) | Basic<br>Hourly<br>Rate | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly<br>Rate <sup>b</sup><br>(1½ x) | Saturday<br>Overtime<br>Hourly<br>Rate <sup>b</sup><br>(1½x) | Sunday/Holiday<br>Overtime<br>Hourly Rate<br>(2 x) |
|--|-------------------------|-------|-------------------------|--|--|--|
| 0-2000 hours                                   | \$24.40                 | 8     | \$56.94                 | \$69.14  | \$69.14  | \$81.34  |
| 2001-4000 hours                                | \$26.40                 | 8     | \$59.19                 | \$72.39  | \$72.39  | \$85.59  |
| 4001-6000 hours                                | \$28.40                 | 8     | \$61.44                 | \$75.64  | \$75.64  | \$89.84  |

Over 6000 hours and thereafter at journeyman rates.

**Employer Payments:**

| Type of Fund                      | Amount per Hour   |
|-----------------------------------|---|
| Health and Welfare                | \$20.12   |
| Pension                           | \$8.00  |
| Vacation and Holiday <sup>c</sup> | \$2.00 (\$2.25 for 2001-4000 hours; \$2.50 for 4001-6000 hours) |
| Training                          | \$1.92  |
| Other                             | \$0.50  |

**Recognized holidays:**

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Travel and/or subsistence payment:**

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.



GENERAL PREVAILING WAGE DETERMINATION MADE BY  
THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE  
PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: #TEAMSTER (SPECIAL SHIFT)  
(APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)**

**Determination:**

SC-23-261-2-2023-1

**Issue Date:**

August 22, 2023

**Expiration date of determination:**

June 30, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**Localities:**

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

**Wages and total hourly rates (including employer payments):**

| Classification <sup>a</sup><br>(Journey person) | Basic<br>Hourly<br>Rate | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly<br>Rate <sup>b</sup><br>(1½ x) | Saturday<br>Overtime<br>Hourly Rate <sup>b</sup><br>(1½ x) | Sunday/Holiday<br>Overtime<br>Hourly Rate<br>(2 x) |
|---|-------------------------|-------|-------------------------|--|--|--|
| Group I   | \$39.19                 | 8     | \$72.88                 | \$92.475   | \$92.475   | \$112.07   |
| Group II  | \$39.34                 | 8     | \$73.03                 | \$92.70  | \$92.70  | \$112.37   |
| Group III                                       | \$39.47                 | 8     | \$73.16                 | \$92.895   | \$92.895   | \$112.63   |
| Group IV  | \$39.66                 | 8     | \$73.35                 | \$93.18  | \$93.18  | \$113.01   |
| Group V   | \$39.69                 | 8     | \$73.38                 | \$93.225   | \$93.225   | \$113.07   |
| Group VI  | \$39.72                 | 8     | \$73.41                 | \$93.27  | \$93.27  | \$113.13   |
| Group VII                                       | \$39.97                 | 8     | \$73.66                 | \$93.645   | \$93.645   | \$113.63   |
| Group VIII                                      | \$40.22                 | 8     | \$73.91                 | \$94.02  | \$94.02  | \$114.13   |
| Group IX  | \$40.42                 | 8     | \$74.11                 | \$94.32  | \$94.32  | \$114.53   |
| Group X   | \$40.72                 | 8     | \$74.41                 | \$94.77  | \$94.77  | \$115.13   |
| Group XI  | \$41.22                 | 8     | \$74.91                 | \$95.52  | \$95.52  | \$116.13   |

**Employer Payments:**

| Type of Fund                      | Amount per Hour |
|-----------------------------------|-----------------|
| Health and Welfare                | \$20.12         |
| Pension                           | \$8.00          |
| Vacation and Holiday <sup>c</sup> | \$3.15          |
| Training                          | \$1.92          |
| Other                             | \$0.50          |

Attachment: 23-1002869 (10008 : Award Contract No. 23-1002869 for I-10 EB TCL Project)

**Wages and total hourly rates (including employer payments):**

| Classification <sup>d</sup><br>(Subjourneyman) | Basic<br>Hourly<br>Rate | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly<br>Rate <sup>b</sup><br>(1½ x) | Saturday<br>Overtime<br>Hourly Rate <sup>b</sup><br>(1½x) | Sunday/Holiday<br>Overtime<br>Hourly Rate<br>(2 x) |
|--|-------------------------|-------|-------------------------|--|---|--|
| 0-2000 hours                                   | \$24.40                 | 8     | \$56.94                 | \$69.14  | \$69.14   | \$81.34  |
| 2001-4000 hours                                | \$26.40                 | 8     | \$59.19                 | \$72.39  | \$72.39   | \$85.59  |
| 4001-6000 hours                                | \$28.40                 | 8     | \$61.44                 | \$75.64  | \$75.64   | \$89.84  |

Over 6000 hours and thereafter at journeyman rates.

**Employer Payments:**

| Type of Fund                      | Amount per Hour   |
|-----------------------------------|---|
| Health and Welfare                | \$20.12   |
| Pension                           | \$8.00  |
| Vacation and Holiday <sup>c</sup> | \$2.00 (\$2.25 for 2001-4000 hours; \$2.50 for 4001-6000 hours) |
| Training                          | \$1.92  |
| Other                             | \$0.50  |

**Recognized holidays:**

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Travel and/or subsistence payment:**

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY  
THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE  
PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: #TEAMSTER (SECOND SHIFT)**  
**(APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)**

**Determination:**

SC-23-261-2-2023-1

**Issue Date:**

August 22, 2023

**Expiration date of determination:**

June 30, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**Localities:**

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

**Wages and total hourly rates (including employer payments):**

| Classification <sup>a</sup><br>(Journey person) | Basic<br>Hourly<br>Rate | Hours <sup>e</sup> | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly<br>Rate <sup>b</sup><br>(1½ x) | Saturday<br>Overtime<br>Hourly Rate <sup>b</sup><br>(1½ x) | Sunday/Holiday<br>Overtime<br>Hourly Rate<br>(2 x) |
|---|-------------------------|--------------------|-------------------------|--|--|--|
| Group I   | \$40.19                 | 8                  | \$73.88                 | \$93.975   | \$93.975   | \$114.07   |
| Group II  | \$40.34                 | 8                  | \$74.03                 | \$94.20  | \$94.20  | \$114.37   |
| Group III                                       | \$40.47                 | 8                  | \$74.16                 | \$94.395   | \$94.395   | \$114.63   |
| Group IV  | \$40.66                 | 8                  | \$74.35                 | \$94.68  | \$94.68  | \$115.01   |
| Group V   | \$40.69                 | 8                  | \$74.38                 | \$94.725   | \$94.725   | \$115.07   |
| Group VI  | \$40.72                 | 8                  | \$74.41                 | \$94.77  | \$94.77  | \$115.13   |
| Group VII                                       | \$40.97                 | 8                  | \$74.66                 | \$95.145   | \$95.145   | \$115.63   |
| Group VIII                                      | \$41.22                 | 8                  | \$74.91                 | \$95.52  | \$95.52  | \$116.13   |
| Group IX  | \$41.42                 | 8                  | \$75.11                 | \$95.82  | \$95.82  | \$116.53   |
| Group X   | \$41.72                 | 8                  | \$75.41                 | \$96.27  | \$96.27  | \$117.13   |
| Group XI  | \$42.22                 | 8                  | \$75.91                 | \$97.02  | \$97.02  | \$118.13   |

**Employer Payments:**

| Type of Fund                      | Amount per Hour |
|-----------------------------------|-----------------|
| Health and Welfare                | \$20.12         |
| Pension                           | \$8.00          |
| Vacation and Holiday <sup>c</sup> | \$3.15          |
| Training                          | \$1.92          |
| Other                             | \$0.50          |

Attachment: 23-1002869 (10008 : Award Contract No. 23-1002869 for I-10 EB TCL Project)

**Wages and total hourly rates (including employer payments):**

| Classification <sup>d</sup><br>(Subjourneyman) | Basic<br>Hourly<br>Rate | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly<br>Rate <sup>b</sup><br>(1½ x) | Saturday<br>Overtime<br>Hourly Rate <sup>b</sup><br>(1½x) | Sunday/Holiday<br>Overtime<br>Hourly Rate<br>(2 x) |
|--|-------------------------|-------|-------------------------|--|---|--|
| 0-2000 hours                                   | \$24.40                 | 8     | \$56.94                 | \$69.14  | \$69.14   | \$81.34  |
| 2001-4000 hours                                | \$26.40                 | 8     | \$59.19                 | \$72.39  | \$72.39   | \$85.59  |
| 4001-6000 hours                                | \$28.40                 | 8     | \$61.44                 | \$75.64  | \$75.64   | \$89.84  |

Over 6000 hours and thereafter at journeyman rates.

**Employer Payments:**

| Type of Fund                      | Amount per Hour   |
|-----------------------------------|---|
| Health and Welfare                | \$20.12   |
| Pension                           | \$8.00  |
| Vacation and Holiday <sup>c</sup> | \$2.00 (\$2.25 for 2001-4000 hours; \$2.50 for 4001-6000 hours) |
| Training                          | \$1.92  |
| Other                             | \$0.50  |

**Recognized holidays:**

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Travel and/or subsistence payment:**

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Classifications:****Group I**

Warehouseman and Teamster

Side Dump Trucks

Flow Boy Dump Trucks

**Group II**

Driver of Vehicle or Combination of Vehicles - 2 axles  
 Traffic Control Pilot Car, excluding moving heavy  
 equipment permit load  
 Truck Mounted Power Broom

**Group VII**

A Frame, Swedish Crane or Similar  
 Forklift Driver  
 Ross Carrier Driver

**Group III**

Driver of Vehicle or Combination of Vehicles - 3 axles  
 Bootman  
 Cement Mason Distribution Truck  
 Fuel Truck Driver  
 Water Truck - 2 axles  
 Dump Truck of less than 16 yards water level  
 Erosion Control Driver

**Group VIII**

Dump Truck of 25 yds to 49 yards water level  
 Truck Repairman  
 Water Pull Single Engine  
 Welder

**Group IX**

Truck Repairman Welder  
 Low Bed Driver, 9 axles or over

**Group IV**

Driver of Transit Mix Truck-Under 3 yds  
 Dumpcrete Truck Less than 6½ yards water level  
 Truck Repairman Helper

**Group X**

Working Truck Driver  
 Truck Greaser and Tireman - \$0.50 additional for  
 Tireman  
 Pipeline and Utility Working Truck Driver, including  
 Winch Truck and Plastic Fusion, limited to Pipelin  
 and Utility Work  
 Dump Truck and Articulating - 50 yards or more wa  
 level  
 Water Pull Single Engine with attachment

**Group V**

Water Truck 3 or more axles  
 Warehouseman Clerk  
 Slurry Truck Driver

**Group VI**

Driver of Transit Mix Truck - 3 yds or more  
 Dumpcrete Truck 6½ yds water level and over  
 Driver of Vehicle or Combination of Vehicles - 4 or  
 more axles  
 Driver of Oil Spreader Truck  
 Dump Truck 16 yds to 25 yds water level

**Group XI**

Water Pull Twin Engine  
 Water Pull Twin Engine with attachments  
 Winch Truck Driver - \$0.25 additional when operati  
 a Winch or similar special attachment

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wa  
Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

<sup>a</sup> For classifications within each group, see Page 7.

<sup>b</sup> Rate applies to the first 4 daily overtime hours on weekdays and the first 12 hours on Saturday. All other overtime is paid at the Sunday/Holiday double-time rate.

<sup>c</sup> Includes an amount for Supplemental Dues.

<sup>d</sup> Subjourneymen may be employed at a ratio of one subjourneyman for every five journeymen.

<sup>e</sup> The third shift shall work 6.5 hours, exclusive of meal period, for which 8-hours straight time shall be paid at the non-shift rate, Monday through Friday.



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

30.b

**Craft: Dredger (Operating Engineer)\***

**Determination:**

SC-63-12-23-2023-2

**Issue Date:**

August 22, 2023

**Expiration date of determination:**

July 31, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate may be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**Localities:**

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura counties.

**Wages and Employer Payments:**

| Classification   | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension<br><sup>a</sup> | Vacation<br>and<br>Holiday<br><sup>b</sup> | Training | Other  | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly<br>Rate<br>(1 ½ X) <sup>c</sup> | Saturday<br>Overtime<br>Hourly<br>Rate<br>(1 ½ X) <sup>c</sup> | Sunday<br>Overtime<br>Hourly<br>Rate<br>(2 X) | Holiday<br>Overtime<br>Hourly<br>Rate<br>(3X) |
|--|-------------------------|--------------------------|-------------------------|--|----------|--------|-------|-------------------------|---|--|---|---|
| Chief Engineer,<br>Deck Captain  | \$61.10                 | \$12.85                  | \$15.15                 | \$7.15                                     | \$1.05   | \$0.15 | 8     | \$97.45                 | \$128.000   | \$128.000  | \$158.55                                      | \$219.6                                       |
| Leverman   | \$64.10                 | \$12.85                  | \$15.15                 | \$7.15                                     | \$1.05   | \$0.15 | 8     | \$100.45                | \$132.500   | \$132.500  | \$164.55                                      | \$228.6                                       |
| Watch Engineer,<br>Deckmate  | \$58.02                 | \$12.85                  | \$15.15                 | \$7.15                                     | \$1.05   | \$0.15 | 8     | \$94.37                 | \$123.380   | \$123.380  | \$152.39                                      | \$210.4                                       |
| Winchman (Stern<br>Winch on<br>Dredge)   | \$57.47                 | \$12.85                  | \$15.15                 | \$7.15                                     | \$1.05   | \$0.15 | 8     | \$93.82                 | \$122.555   | \$122.555  | \$151.29                                      | \$208.7                                       |
| Fireman-Oiler,<br>Leveehand,<br>Deckhand (can<br>operate anchor<br>scow under<br>direction of mate),<br>Bargeman | \$56.93                 | \$12.85                  | \$15.15                 | \$7.15                                     | \$1.05   | \$0.15 | 8     | \$93.28                 | \$121.745   | \$121.745  | \$150.21                                      | \$207.1                                       |

Attachment: 23-1002869 (10008 : Award Contract No. 23-1002869 for I-10 EB TCL Project)

| Classification        | Basic Hourly Rate | Health and Welfare | Pension <sup>a</sup> | Vacation and Holiday <sup>b</sup> | Training | Other  | Hours | Total Hourly Rate | Daily Overtime Hourly Rate (1 ½ X) <sup>c</sup> | Saturday Overtime Hourly Rate (1 ½ X) <sup>c</sup> | Sunday Overtime Hourly Rate (2 X) | Holiday Overtime Hourly Rate (3X) |
|-----------------------|-------------------|--------------------|----------------------|-----------------------------------|----------|--------|-------|-------------------|---|--|-----------------------------------|-----------------------------------|
| Dozer Operator        | \$58.13           | \$12.85            | \$15.15              | \$7.15                            | \$1.05   | \$0.15 | 8     | \$94.48           | \$123.545                                       | \$123.545  | \$152.61                          | \$210.7                           |
| Hydrographic Surveyor | \$59.56           | \$12.85            | \$15.15              | \$7.15                            | \$1.05   | \$0.15 | 8     | \$95.91           | \$125.690                                       | \$125.690  | \$155.47                          | \$215.0                           |
| Barge Mate            | \$57.54           | \$12.85            | \$15.15              | \$7.15                            | \$1.05   | \$0.15 | 8     | \$93.89           | \$122.660                                       | \$122.660  | \$151.43                          | \$208.9                           |
| Welder                | \$59.52           | \$12.85            | \$15.15              | \$7.15                            | \$1.05   | \$0.15 | 8     | \$95.87           | \$125.630                                       | \$125.630  | \$155.39                          | \$214.9                           |

**Recognized holidays:**

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Travel and/or subsistence payment:**

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**MISCELLANEOUS PROVISION:**

Employees required to suit up and work in a hazardous material environment, shall receive Two Dollars (\$2.00) per hour in addition to their regular rate of pay, and that rate shall become the basic hourly rate of pay.

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

<sup>a</sup> Includes an amount for annuity.

<sup>b</sup> Includes an amount for supplemental dues.

<sup>c</sup> Rate applies to the first 4 daily overtime hours and first 12 hours on Saturdays. All other time is paid at the Sunday overtime rate.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

30.b

**Craft: Gunitite Worker (Laborer)**

**Determination:**

SC-102-345-1-2023-1

**Issue Date:**

August 22, 2023

**Expiration date of determination:**

June 30, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**Localities:**

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura counties.

**Wages and Employer Payments:**

| Classification<br>(Journey person)  | Basic<br>Hourly<br>Rate <sup>a</sup> | Health<br>and<br>Welfare | Pension | Vacation<br>and<br>Holiday<br><sup>b</sup> | Other  | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly<br>Rate<br>(1 ½ X) <sup>c</sup> | Daily<br>Overtime<br>Hourly<br>Rate<br>(2 X) | Saturday<br>Overtime<br>Hourly<br>Rate<br>(1 ½ X)<br><sup>d e</sup> | Saturday<br>Overtime<br>Hourly<br>Rate<br>(2 X) <sup>e</sup> | Sunday/<br>Holiday<br>Overtime<br>Hourly<br>Rate<br>(2 X) |
|---|--------------------------------------|--------------------------|---------|--|--------|-------|-------------------------|---|--|---|--|---|
| Ground Wire<br>Man,<br>Nozzleman,<br>Rodman                                 | \$51.10                              | \$8.95                   | \$8.80  | \$6.35                                     | \$0.09 | 8.0   | \$75.29                 | \$100.84  | \$126.39                                     | \$100.84  | \$126.39   | \$126.39  |
| Gunman  | \$50.15                              | \$8.95                   | \$8.80  | \$6.35                                     | \$0.09 | 8.0   | \$74.34                 | \$99.415  | \$124.49                                     | \$99.415  | \$124.49   | \$124.49  |
| Reboundman  | \$46.61                              | \$8.95                   | \$8.80  | \$6.35                                     | \$0.09 | 8.0   | \$70.80                 | \$94.105  | \$117.41                                     | \$94.105  | \$117.41   | \$117.41  |
| Entry-Level<br>Gunitite Worker<br>Step 1 <sup>f</sup> (0-1000<br>hours)     | \$33.46                              | \$5.88                   | \$8.80  | \$6.35                                     | \$0.06 | 8.0   | \$54.55                 | \$71.28   | \$88.01                                      | \$71.28   | \$88.01  | \$88.01   |
| Entry-Level<br>Gunitite Worker<br>Step 2 <sup>f</sup> (1001-<br>2000 hours) | \$35.46                              | \$5.88                   | \$8.80  | \$6.35                                     | \$0.06 | 8.0   | \$56.55                 | \$74.28   | \$92.01                                      | \$74.28   | \$92.01  | \$92.01   |

**Recognized holidays:**

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Travel and/or subsistence payment:**

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

<sup>a</sup> Employees working from a Bos'n's Chair or suspended from a rope or cable shall receive \$0.40/hour above this rate.

<sup>b</sup> Includes an amount per hour worked for Supplemental Dues.

<sup>c</sup> Rate applies to the first 3 overtime hours.

<sup>d</sup> Rate applies to the first 11 overtime hours.

<sup>e</sup> In the event it is not reasonably possible to complete forty (40) hours of work on an eight (8) hour day shift, Monday through Friday, then the balance of the forty (40) hours may be worked on Saturday at the straight time rate.

<sup>f</sup> Ratio is one Entry-Level Gunitite Worker for the 1st 4 Journeymen on the job (although the Entry-Level Gunitite Worker may be the 2nd worker on the job) and 1 Entry-Level Gunitite Worker for every 4 Journeymen thereafter (the Entry-Level Gunitite Worker may not be on the job until all 4 Journeymen are on the job).

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

30.b

**Craft: Asbestos and Lead Abatement (Laborer)**

**Determination:**

SC-102-882-1-2023-1

**Issue Date:**

August 22, 2023

**Expiration date of determination:**

June 30, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**Localities:**

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura Counties.

**Wages and Employer Payments:**

| Classification<br>(Journey person)    | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension | Vacation<br>and<br>Holiday <sup>a</sup> | Training | Other <sup>b</sup> | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly<br>Rate<br>(1 ½ X) | Saturday<br>Overtime<br>Hourly<br>Rate <sup>c</sup><br>(1 ½ X) | Sunday<br>Holiday<br>Overtime<br>Hourly<br>Rate<br>(2 X) |
|---------------------------------------|-------------------------|--------------------------|---------|---|----------|--------------------|-------|-------------------------|--|--|--|
| Asbestos and Lead<br>Abatement Worker | \$41.38                 | \$8.95                   | \$11.62 | \$5.02                                  | \$0.80   | \$0.51             | 8     | \$68.28                 | \$88.97  | \$88.97  | \$109.6  |

**Note:**

Asbestos Abatement must be trained and the work conducted according to the Code of Federal Regulations 29 CFR 1926.58, the California Labor Code 6501.5 and the California Code of Regulations Title 8, Section 5208. Contractors must be certified by the Contractors' State License Board and registered with the Division of Occupational Safety and Health (DOSH). For further information, contact the Asbestos Contractors Abatement Registration Unit, DOSH at (916) 574-2993.

**Recognized holidays:**

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determination

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Attachment: 23-1002869 (10008 : Award Contract No. 23-1002869 for I-10 EB TCL Project)



[Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Travel and/or subsistence payment:**

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

<sup>a</sup> Includes an amount for supplemental dues.

<sup>b</sup> Includes amounts for Center for Contract Compliance, Contract Administration Fund, Industry Fund, and Laborers' Trust Administrative Trust Fund.

<sup>c</sup> Saturdays in the same work week may be worked at straight-time if the job is shut down during the normal work week due to inclement weather, or reasons beyond the control of the employer.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

30.b

**Craft: Horizontal Directional Drilling (Laborer)<sup>#</sup>**

**Determination:**

SC-102-1184-1-2023-1

**Issue Date:**

August 22, 2023

**Expiration date of determination:**

June 30, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**Localities:**

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura Counties.

**Wages and Employer Payments:**

| Classification<br>(Journey person)                                      | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension | Vacation<br>and<br>Holiday <sup>a</sup> | Training | Other  | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly<br>Rate<br>(1 ½ X) | Saturday<br>Overtime<br>Hourly<br>Rate<br>(1 ½ X) <sup>b</sup> | Sunday<br>Holiday<br>Overtime<br>Hourly<br>Rate<br>(2 X) |
|---|-------------------------|--------------------------|---------|---|----------|--------|-------|-------------------------|--|--|--|
| Group 1 (Drilling Crew Laborer)   | \$42.84                 | \$8.95                   | \$7.97  | \$3.55                                  | \$0.41   | \$1.08 | 8     | \$64.80                 | \$86.22  | \$86.22  | \$107.68   |
| Group 2 (Vehicle Operator/<br>Hauler)                                   | \$43.01                 | \$8.95                   | \$7.97  | \$3.55                                  | \$0.41   | \$1.08 | 8     | \$64.97                 | \$86.475                                       | \$86.475   | \$107.98   |
| Group 3 (Horizontal Directional<br>Drill Operator)                      | \$44.86                 | \$8.95                   | \$7.97  | \$3.55                                  | \$0.41   | \$1.08 | 8     | \$66.82                 | \$89.25  | \$89.25  | \$111.68   |
| Group 4 (Electronic Tracking<br>Locator, Subsurface Imaging<br>Laborer) | \$46.86                 | \$8.95                   | \$7.97  | \$3.55                                  | \$0.41   | \$1.08 | 8     | \$68.82                 | \$92.25  | \$92.25  | \$115.68   |

**Recognized holidays:**

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the

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Attachment: 23-1002869 (10008 : Award Contract No. 23-1002869 for I-10 EB TCL Project)

[Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions and current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Travel and/or subsistence payment:**

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

<sup>a</sup> Includes an amount for Supplemental Dues.

<sup>b</sup> In the event, due to inclement weather, major equipment breakdown, or similar Act of God, it is not reasonably possible to complete forty (40) hours of work Monday through Friday, then the balance of the forty (40) hours may be worked on Saturday at the straight-time rate.

**23-1002869****ATTACHMENT A**

| # | Bidder               | Bid Amount      |
|---|----------------------|-----------------|
| 1 | SEMA Construction    | \$24,926,687.23 |
| 2 | Granite Construction | \$26,844,862.00 |
| 3 | Security Paving      | \$30,202,990.70 |
| 4 | Sully-Miller         | \$34,965,806.30 |

**23-1002869**  
**ATTACHMENT B**

| SUPPLEMENTAL WORK                       |  |                    |
|---|--|--------------------|
| 1                                       | MAINTAIN TRAFFIC   | \$198,000          |
| 2                                       | FEDERAL TRAINEE PROGRAM                                    | \$9,600            |
| 3                                       | JUST-IN-TIME TRAINING                                      | \$23,000           |
| 4                                       | CONCRETE PAVEMENT SMOOTHNESS INCENTIVE                     | \$31,110           |
| 5                                       | WATER POLLUTION CONTROL MAINTENANCE SHARING                | \$49,018           |
| 6                                       | ADDITIONAL WATER POLLUTION CONTROL                         | \$6,000            |
| 7                                       | STORM WATER SAMPLING AND ANALYSIS                          | \$3,000            |
| 8                                       | PARTNERING   | \$50,000           |
| 9                                       | PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS           | \$ 9,800           |
| 10                                      | MAINTAIN EXISTING ELECTRICAL SYSTEM                        | \$10,000           |
| 11                                      | ANNUAL CONSTRUCTION GENERAL PERMIT FEES                    | \$2,656            |
| 12                                      | DISPUTE RESOLUTION BOARD                                   | \$15,000           |
| 13                                      | DISPUTE RESOLUTION ADVISOR                                 | \$5,000            |
| 14                                      | CHANNEL WORK   | \$200,000          |
| 15                                      | COZEEP   | \$626,400          |
|   | <b>SUBTOTAL OF SUPPLEMENTAL WORK</b>                       | <b>\$1,238,584</b> |
| AGENCY FURNISHED MATERIALS AND SERVICES |  |                    |
| 1                                       | COZEEP CONTRACT  | \$82,000           |
|   | <b>SUBTOTAL OF AGENCY FURNISHED MATERIALS AND SERVICES</b> | <b>\$82,000</b>    |
| SUMMARY                                 |  |                    |
|   | SUPPLEMENTAL WORK  | \$622,184          |
|   | CONTINGENCY  | \$2,492,669        |
|   | <b>SUPPLEMENTAL AND CONTINGENCY</b>                        | <b>\$3,731,253</b> |
|   | AGENCY FURNISHED MATERIALS AND SERVICES                    | \$82,000           |
|   | <b>ALLOWANCE AND CONTINGENCIES</b>                         | <b>\$3,813,253</b> |

Attachment: 23-1002869 Attachment B - Summary of Allowances (10008 : Award Contract No. 23-1002869 for I-10 EB TCL Project)



## ***Minute Action***

AGENDA ITEM: 31

***Date:*** December 6, 2023

***Subject:***

San Bernardino County Superintendent of Schools Informational Presentation and Update

***Recommendation:***

Receive a presentation and update by Ted Alejandre, San Bernardino County Superintendent of Schools.

***Background:***

Opportunities to live, work and have access to educational resources are essential components to improving the quality of life for individuals within San Bernardino County (County). Additionally, there are numerous crossover topics between the County's schools and the mission of San Bernardino County Transportation Authority/San Bernardino Council of Governments (SBCTA/SBCOG), such as energy efficiency-related projects, workforce opportunities, and Safe Routes to School. Ted Alejandre, County Superintendent of Schools, will provide an update to the SBCTA/SBCOG Board of Directors regarding the following topics as they relate to the County's educational system:

- Energy Efficiency with the Inland Regional Energy Network (I-REN)
- Equity
- Safe Routes to School
- Teacher Housing and the Potential for Collaboration under the Regional Housing Trust
- Workforce Development

***Financial Impact:***

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

***Reviewed By:***

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

***Responsible Staff:***

Stacey Morales, Management Analyst II

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Approved  
Board of Directors  
Date: December 6, 2023  
Witnessed By:

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*Entity: San Bernardino Council of Governments*

# San Bernardino County Transportation Authority

December 6, 2023

Ted Alejandre  
County Superintendent



## Safe Routes to School (SRTS)

### • **Collective Impact Approach**

- Longstanding partnership between SBCSS, SBCTA and DPH
- SRTS successfully supplements traffic safety measures implemented by school districts

### • **Countywide Vision**

- SRTS is a model partnership program



## Energy Efficiency with I-REN

- **SBCTA and SBCSS I-REN consortium connections and collaborations**
- **SBCSS and RCOE Facility Planner Meeting and Information Sharing:**

- California Energy Codes and Standards Webinar and Education Courses
- SoCalGas Energy Innovations and Incentives Workshop
- California Air Resource Board (CARB) Clean Mobility in Schools and Sustainable Transportation Equity Project Grants



## Housing Solutions for Teachers

- **SBCSS is Inland Center for Sustainable Development (ICSD) Member**

- ICSD serves as network center, honest broker and resource in policy analysis on issues that impact future growth for inland counties
- ICSD activities include Randall Lewis Seminars, policy briefs, podcasts, surveys, and legislative updates



## Workforce Development

- Inland Empire K-16 Education Collaborative
- Inland Empire High Road Transition Collaborative (IE-HRTC)
- Workforce SBCSS Convener for Greater San Bernardino



## Equity and Connectivity

- Federal Affordable Connectivity Program
- Middle Mile Investment Project
- K12HSN and CENIC Partners



## SBCSS Highlights

- Cradle to Career
- Student Advisory Panel
- SkillsUSA Judge Recruitment



*We are social!*



@SBCountySchools





## ***Minute Action***

AGENDA ITEM: 32

***Date:** December 6, 2023*

***Subject:***

Contract No. 23-1002958 with Enterprise Rent-a-Car Company of Los Angeles for Vanpool Vehicle Provider Services

***Recommendation:***

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

A. Authorize the Executive Director, or his designee, to finalize negotiations of and, upon General Counsel's approval as to form, execute Contract No. 23-1002958 with Enterprise Rent-a-Car Company of Los Angeles, LLC dba Commute with Enterprise, in the amount of \$3,000,000 for a three-year term effective January 1, 2024 through December 31, 2026, with three one-year options for Vanpool Vehicle Provider Services.

**B. Approve an exception to Contracting and Procurement Policy 11000, to authorize the Executive Director to approve a self-insured retention of \$5,000,000 for Contract No. 23-1002958 with Enterprise Rent-a-Car Company of Los Angeles, LLC dba Commute with Enterprise.**

***Background:***

The San Bernardino County Transportation Authority (SBCTA) released Request for Proposals (RFP) No. 23-1002958 on June 7, 2023 for Vanpool Vehicle Providers for SBCTA's SB Loop Vanpool Subsidy Program (Program). The Program was identified in SBCTA's Short Range Transit Plan as an opportunity to provide an alternative commute option where transit service was not available or feasible. The Program launched in September 2018 and provides a monthly subsidy towards the cost of a vanpool vehicle and is defined by the following characteristics:

- a. A transit mode comprised of vans or other vehicles with seven to 15 seats; and
- b. Operates at least 12 days during each calendar month for a group of five to 15 individuals; and
- c. Travels at least 30 miles roundtrip directly between a home origin(s) and a regular work or post-secondary school destination(s) with the origin and/or destination being within the SBCTA jurisdictional area (San Bernardino Valley, San Bernardino Mountains, Morongo Basin and Colorado River), excluding the Victor Valley Transit Authority jurisdictional area which has its own vanpool program; and
- d. Maintains a minimum vanpool occupancy at 70 percent or higher at the time the application is submitted to SBCTA for consideration and at 50 percent or higher on a monthly basis.

Vanpool vehicle providers are responsible for providing the vehicles to Program participants, including the required Americans with Disabilities Act (ADA) modifications if requested, vehicle equipment and supplies, vehicle maintenance, emergency and non-emergency towing services, coordinating and providing emergency and non-emergency passenger transportation, maintenance facilities, employees, insurance, and other items necessary for ongoing operation and maintenance of vehicles. Program participants are responsible for additional operating costs such as fuel, express lane/toll fees, parking fees, and premium vehicle features such as onboard Global Positioning System (GPS), satellite radio, or Wi-Fi.

*Entity: San Bernardino County Transportation Authority*

SBCTA provides a subsidy payment directly to the vanpool vehicle providers on a monthly basis, not to the individual vanpools. The program pays 50 percent of the vanpool vehicle cost up to \$600 for petroleum-fueled vehicles and \$700 for zero-emission vehicles (battery electric and hydrogen-fuel cell).

As of August 31, 2023, SBCTA had 79 vanpools operating. The program was launched utilizing Federal Transit Administration (FTA) funds through a sub-recipient agreement with Omnitrans. SBCTA reports vanpool program data, such as passenger and vehicle revenue hours and miles, and out-of-pocket expenses such as fuel, express lane fees, cleaning and parking, into the National Transit Database (NTD), all of which is collected through the program's website. Vanpool program data reported into the NTD generates FTA 5307 Urbanized Area Formula funds. In Fiscal Year (FY) 2020/2021, SBCTA was allocated \$313,135, in FY 2021/2022, \$955,504 and in FY 2022/2023 \$1,024,297 was allocated, resulting in a total of \$2,292,936 of FTA 5307 for data reported into the NTD during FY 2018/2019, FY 2019/2020 and FY 2020/2021. While the majority of the Program is still utilizing funds from the initial \$4 million FTA grant, staff anticipates the program will continue to generate enough revenue to sustain program operations, as well as additional revenue that can be utilized towards other transit projects in areas where the funds were generated. When FTA funds are not used, the Program is supplemented as needed with Measure I funds for miscellaneous costs, including zero-emission vehicles. Currently there are no zero-emission vehicles in the Program.

On August 1, 2023, two proposals were received by the date and time specified in the RFP. The proposing firms were Enterprise Rent-a-Car Company of Los Angeles, LLC dba Commute with Enterprise and Green Commuter, Inc. A responsiveness review was conducted by the procurement professional and found both firms responsive.

The Evaluation Committee was comprised of two SBCTA staff members and one representative from SBCTA's vanpool consulting staff, WSP. The Evaluation Committee independently reviewed and scored the proposals, and convened to discuss the proposals according to the evaluation criteria, including the proposal's strengths and weaknesses. The proposals were scored using the following evaluation criteria: Qualifications, Related Experience and References - 30 points, Proposed Staffing and Project Organization - 15 points, Work Plan - 35 points, Cost - 20 points, for a total of 100 points.

On August 23, 2023, the two firms were invited to virtual interviews, which were individually scored by the Evaluation Committee.

The proposal was weighted 40 percent and the interview 60 percent. As a result of the scoring, Commute with Enterprise was the highest-ranked firm. Commute with Enterprise clearly demonstrated a thorough understanding of the scope of work, had a clear and concise work plan and demonstrated the ability to perform the work necessary for the project. Staff recommends awarding a contract to Enterprise Rent-a-Car Company of Los Angeles, LLC dba Commute with Enterprise in a not-to-exceed amount of \$3,000,000 for a three-year term effective January 1, 2024 through December 31, 2026, with three one-year options. SBCTA is still negotiating the contract with Commute with Enterprise and it is not in final form. Staff is requesting authorization for the Executive Director, or his designee, to finalize negotiations of and, upon General Counsel's approval as to form, execute Contract No. 23-1002958, **including an exception to Contracting and Procurement Policy 11000, to authorize the Executive Director to approve a self-insured retention of \$5,000,000. After discussion and negotiation, Commute with Enterprise provided documentation from their insurance carrier, Travelers, that in its opinion, Enterprise has the financial strength to pay claims, if they arise within this deductible.**

***Financial Impact:***

This item is consistent with the Fiscal Year 2023/2024 Budget.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the Transit Committee on November 9, 2023. **Recommendation B, in bold font, was added after approval by the Transit Committee.** SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft agreement.

***Responsible Staff:***

Nicole Soto, Multimodal Mobility Programs Administrator

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Approved  
Board of Directors  
Date: December 6, 2023  
Witnessed By:

## General Contract Information

Contract No: 23-1002958 Amendment No.: \_\_\_\_\_  
 Contract Class: Payable Department: Transit  
 Vendor No.: 03307 Vendor Name: Enterprise Rent-a-Car Company of Los Angeles, LLC dba Commute with Ente  
 Description: Vanpool Vehicle Provider Services

List Any Related Contract Nos.: \_\_\_\_\_

## Dollar Amount

|  |           |                     |                                |           |                     |
|--|-----------|---------------------|--------------------------------|-----------|---------------------|
| Original Contract  | \$        | 3,000,000.00        | Original Contingency           | \$        | -                   |
| Prior Amendments   | \$        | -                   | Prior Amendments               | \$        | -                   |
| Prior Contingency Released                                     | \$        | -                   | Prior Contingency Released (-) | \$        | -                   |
| Current Amendment  | \$        | -                   | Current Amendment              | \$        | -                   |
| <b>Total/Revised Contract Value</b>                            | <b>\$</b> | <b>3,000,000.00</b> | <b>Total Contingency Value</b> | <b>\$</b> | <b>-</b>            |
| <b>Total Dollar Authority (Contract Value and Contingency)</b> |           |                     |                                | <b>\$</b> | <b>3,000,000.00</b> |

## Contract Authorization

Board of Directors Date: 12/06/2023 Board Item # 10102

## Contract Management (Internal Purposes Only)

Other Contracts \_\_\_\_\_

Sole Source? No

No Budget Adjustment \_\_\_\_\_

Federal/Local \_\_\_\_\_

Professional Services (Non-A&amp;E) \_\_\_\_\_

N/A \_\_\_\_\_

## Accounts Payable

Estimated Start Date: 01/01/2024 Expiration Date: 12/31/2026 Revised Expiration Date: \_\_\_\_\_

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

|    |      |    |      |      |       |          | Total Contract Funding: |              | Total Contingency: |   |
|----|------|----|------|------|-------|----------|-------------------------|--------------|--------------------|---|
|    |      |    |      |      |       |          | \$                      | 3,000,000.00 | \$                 | - |
| GL | 2122 | 30 | 0383 | 0000 | 52001 | 42107020 |                         | 2,975,000.00 |                    | - |
| GL | 4180 | 30 | 0383 | 0000 | 52001 | 41100000 |                         | 25,000.00    |                    | - |
| GL |      |    |      |      |       |          |                         | -            |                    | - |
| GL |      |    |      |      |       |          |                         | -            |                    | - |
| GL |      |    |      |      |       |          |                         | -            |                    | - |
| GL |      |    |      |      |       |          |                         | -            |                    | - |
| GL |      |    |      |      |       |          |                         | -            |                    | - |
| GL |      |    |      |      |       |          |                         | -            |                    | - |
| GL |      |    |      |      |       |          |                         | -            |                    | - |
| GL |      |    |      |      |       |          |                         | -            |                    | - |
| GL |      |    |      |      |       |          |                         | -            |                    | - |
| GL |      |    |      |      |       |          |                         | -            |                    | - |
| GL |      |    |      |      |       |          |                         | -            |                    | - |
| GL |      |    |      |      |       |          |                         | -            |                    | - |
| GL |      |    |      |      |       |          |                         | -            |                    | - |
| GL |      |    |      |      |       |          |                         | -            |                    | - |
| GL |      |    |      |      |       |          |                         | -            |                    | - |
| GL |      |    |      |      |       |          |                         | -            |                    | - |
| GL |      |    |      |      |       |          |                         | -            |                    | - |
| GL |      |    |      |      |       |          |                         | -            |                    | - |

Nicole Soto

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes: \_\_\_\_\_

**CONTRACT No. 23-1002958**

**BY AND BETWEEN**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**AND**

**ENTERPRISE RENT-A-CAR COMPANY OF LOS ANGELES, LLC  
DBA COMMUTE WITH ENTERPRISE**

**FOR**

**VANPOOL VEHICLE PROVIDER SERVICES**

This contract ( "Contract") is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA"), whose address is 1170 W. 3rd Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715, and Enterprise Rent-A-Car Company of Los Angeles, LLC dba Commute With Enterprise ("CONSULTANT"), whose address is: 333 City Boulevard West, Suite 1000, Orange, California 92868. SBCTA and CONSULTANT are each a "Party" and are collectively the "Parties".

**RECITALS:**

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

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

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

**NOW, THEREFORE**, the Parties agree as follows:

**ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK**

1.1 CONSULTANT agrees to perform the work and services set forth in Exhibit A "Scope of



Work” (“Work”), in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined herein. The word “Work”, as used herein, includes without limitation the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and Work imposed upon or assumed by CONSULTANT hereunder; and the Work performed hereunder shall be completed to the satisfaction of SBCTA, with its satisfaction being based on prevailing applicable professional standards.

- 1.2 SBCTA’s Project Manager for this Contract is Nicole Soto, or such other designee as shall be designated in written notice to CONSULTANT from time to time by the SBCTA Director of Transit and Rail Programs or his or her designee. The Project Manager shall have authority to act on behalf of SBCTA in administering this Contract, including giving notices (including, without limitation, notices of default and/or termination), technical directions and approvals, demanding performance and accepting work performed, but is not authorized to receive or issue payments or execute amendments to the Contract itself.

## **ARTICLE 2. CONTRACT TERM**

- 2.1 The Contract term shall commence on January 1, 2024, upon issuance of a written Notice To Proceed (NTP) issued by SBCTA’s Procurement Analyst and shall continue in effect through December 31, 2026, or until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any work performed or costs incurred prior to issuance of the NTP.
- 2.2 SBCTA at its sole discretion may extend the original term of the Contract for three one-year option(s). The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed December 31, 2029.

## **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 as a fixed subsidy for approved vanpools per month, which includes all obligations incurred in, or applied 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 Three Million Dollars (\$3,000,000). All Work provided under this Contract is to be performed as set forth in Exhibit A “Scope of Work”, and shall be reimbursed based on 50% of allowable vehicle rental rates, not to exceed \$600 per month per qualified petroleum-based vehicle and \$700 per month per qualified zero emission vehicles, pursuant to Exhibit B “Vehicle Cost Matrix Form”. SBCTA will not compensate the CONSULTANT for any subsidies for vehicles not shown in Exhibit B or agreed to and approved by SBCTA as required under this Contract.
- 3.3 To the extent applicable, 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.

3.3.1 CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 2 CFR, Part 1201, Uniform Administrative Requirements, Cost Principles, and Audit Requirements to State and Local Governments.

3.3.2 To the extent applicable, 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 1201, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall be returned by CONSULTANT to SBCTA.

3.4 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.

3.5 SBCTA reserves the right to conduct a physical inspection and audit of vehicles for safety equipment upon 10-business days' notice to CONSULTANT. Inspections should not occur more than once per year and for no more than five vehicles or five percent of SBCTA's vehicles, whichever is greater. Should SBCTA find that CONSULTANT is not compliant with contractual requirements, CONSULTANT shall bring any non-compliant item(s) into compliance within three (3) business days or temporarily/permanently, as appropriate, replace the non-compliant vehicle with a compliant vehicle.

If CONSULTANT fails to remedy or replace a non-compliant vehicle pursuant to the contractual terms, SBCTA may withhold the monthly subsidy amount for each non-compliant vehicle, which will be at the expense of the CONSULTANT.

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

3.7 Payment to CONSULTANT as provided herein shall be payable on a monthly basis, forty-five (45) calendar days after SBCTA's receipt of an acceptable invoice prepared in accordance with the instructions below. Payment shall not be construed to be an acceptance of Work.

3.8 CONSULTANT shall submit invoices to the SBCTA Vanpool Program online system (actual system and online URL to be determined) by the seventh (7th) of each month for the vanpools subsidized in the prior calendar month period. Invoices shall be in a Microsoft Excel format and include information as identified in the Sample Invoice in the Scope of Work. 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.

3.9 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. 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 return by CONSULTANT to SBCTA.

#### **ARTICLE 4. TAXES, DUTIES AND FEES**

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

#### **ARTICLE 5. AVAILABILITY OF FUNDS**

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

#### **ARTICLE 6. PERMITS AND LICENSES**

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

#### **ARTICLE 7. DOCUMENTATION AND RIGHT TO AUDIT**

- 7.1 CONSULTANT shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer. CONSULTANT shall provide SBCTA, Federal Transit Administration, the California State Auditor, or other authorized representatives of SBCTA, access to CONSULTANT's records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONSULTANT further agrees to maintain separate records for costs of Work performed by amendment. CONSULTANT shall allow SBCTA and its representatives or agents to reproduce any materials as reasonably necessary.
- 7.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA and/or any state or federal agency funding this Project at any time. After CONSULTANT receives any audit recommendations, the cost proposal shall be adjusted by CONSULTANT and approved

by SBCTA's Project Manager to conform to the audit recommendations. CONSULTANT agrees that individual items of cost identified in the audit report may be incorporated into the Contract at SBCTA's sole discretion. Refusal by CONSULTANT to incorporate the audit or post award recommendations will be considered a breach of the Contract and cause for termination of the Contract. Any dispute concerning the audit findings of this Contract shall be reviewed by SBCTA's Chief Financial Officer. CONSULTANT may request a review by submitting the request in writing to SBCTA within thirty (30) calendar days after issuance of the audit report.

7.3 Subcontracts in excess of \$25,000 shall contain the provisions in this Article.

## **ARTICLE 8. RESPONSIBILITY OF CONSULTANT**

8.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and the assurance of compliance with all applicable federal, State, and local laws and regulations, and other Work furnished by the CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for Work performance stipulated in the Contract.

8.2 INTENTIONALLY OMITTED.

8.3 INTENTIONALLY OMITTED.

8.4 SBCTA shall advise CONSULTANT of their responsibility and collect the amount due, including but not limited to, withholding of payments, if the recoverable cost will exceed the administrative cost involved or is otherwise in SBCTA's best interest. SBCTA shall include in the Contract Audit File a written statement of the reasons for the decision to recover or not recover the costs from CONSULTANT.

8.5 CONSULTANT shall document the results of the Work to the satisfaction of SBCTA and if applicable, Federal Transit Administration (FTA). This may include preparation of reports for reporting into the National Transit Database, progress and final reports, plans, specifications and estimates, or similar evidence of attainment of SBCTA's objectives as applicable to the Scope of Work.

8.6 INTENTIONALLY OMITTED.

CONSULTANT shall comply with any applicable FTA requirements in performing the services under this contract.

## **ARTICLE 9. REPORTING AND DELIVERABLES**

All reports and deliverables shall be submitted in accordance with Exhibit A, "Scope of Work".

## **ARTICLE 10. TECHNICAL DIRECTION**

10.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager. The term "Technical Direction" is defined to include, without limitation:

10.1.1 Directions to CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details

or otherwise serve to accomplish the contractual Scope of Work.

- 10.1.4 SBCTA's Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications as defined herein are limited to: substitutions of personnel identified in this Contract, including Key Personnel and subconsultants; modifications to SBCTA's program characteristics in Section A of Exhibit A; types and rates of vehicles in Exhibit B; and modifications of the address of the CONSULTANT. All administrative modifications shall be documented and agreed to in writing between the Parties.
- 10.2 Technical Direction must be within the Scope of Work under this Contract. SBCTA's Project Manager does not have the authority to, and may not, issue any Technical Direction which:
  - 10.2.1 Increases or decreases the Scope of Work;
  - 10.2.2 Directs CONSULTANT to perform Work outside the original Scope of Work;
  - 10.2.3 Constitutes a change as defined in the "CHANGES" Article of the Contract;
  - 10.2.4 In any manner causes an increase or decrease in the Contract price as identified in Article 3, herein, or the time required for Contract performance;
  - 10.2.5 Changes any of the expressed terms, conditions or specifications of the Contract; unless identified herein;
  - 10.2.6 Interferes with the CONSULTANT's right to perform the terms and conditions of the Contract; or
  - 10.2.7 Approves any demand or claim for additional payment.
- 10.3 Failure of CONSULTANT and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or failure to agree upon the Contract action to be taken, shall be subject to the provisions of the "DISPUTES" Article herein.
- 10.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.
- 10.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager, in the manner prescribed by this Article and within its authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in 10.2.1 through 10.2.7 above, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from the CONSULTANT, SBCTA shall:
  - 10.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of the CONSULTANT's letter that the Technical Direction either is or is not Technical Direction, as defined in 10.1 above, and within the Scope of Work.
  - 10.5.2 Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.



## ARTICLE 11. CHANGES

- 11.1 The Work shall be subject to changes by additions, deletions, or revisions made by SBCTA. CONSULTANT will be advised of any such changes by written notification from SBCTA describing the change. This notification will not be binding on SBCTA until SBCTA's Awarding Authority has approved any amendment to this Contract.
- 11.2 Promptly after such written notification of change is given to CONSULTANT by SBCTA, the Parties will attempt to negotiate a mutually agreeable adjustment to compensation or time of performance, and amend the Contract accordingly.

## ARTICLE 12. CONFLICT OF INTEREST

CONSULTANT shall disclose any financial, business, or other relationship with SBCTA that may have an impact upon the outcome of this Contract. CONSULTANT is obligated to fully disclose to SBCTA, in writing, any conflict of interest issues as soon as they are known to CONSULTANT. 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 CONSULTANT and its staff shall comply with SBCTA's Conflict of Interest Policy, No. 10102

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 13. KEY PERSONNEL

The personnel specified below are considered the primary points of contact for the Work being performed under this Contract. Should there be changes to the key personnel, CONSULTANT shall notify SBCTA in writing within seven (7) days of the change. Key Personnel are:

| Name        | Job Classification/Function |
|-------------|-----------------------------|
| Eric Curtis | Group Commute Manager       |

## ARTICLE 14. REPRESENTATIONS

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

## ARTICLE 15. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 15.1 CONSULTANT shall remain owner of all documents, materials and products provided for SBCTA under this Contract. CONSULTANT shall also retain all right, title and interest in any pre-existing intellectual property secured, developed, written, or produced by CONSULTANT prior to the execution of this Contract or developed concurrently with this Contract but not specifically for this Contract. CONSULTANT will provide to SBCTA

reports and data specific to this Contract as necessary for SBCTA to comply with applicable law and in connection with federal, state and local transit funding efforts, upon request of SBCTA and within the time period set forth in Exhibit A (“Scope of Work”). SBCTA and CONSULTANT will be joint-owners of reports and data generated and provided to SBCTA as a result of this Contract (“Reports”) and each party may use the Reports in the future without any need to confer with the other party. All reports and data will be provided at no additional charge to SBCTA and in a mutually agreeable electronic format.

- 15.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of SBCTA.
- 15.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties without prior written consent of SBCTA, any information obtained by CONSULTANT from or through SBCTA unless (a) the information was known to CONSULTANT prior to obtaining same from SBCTA pursuant to a prior contract; or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of the fault of or an unauthorized disclosure by CONSULTANT or its employees, agents, or subconsultants; or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONSULTANT shall not be publicly disclosed until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act or other law, or otherwise become public information through no fault of CONSULTANT, or its employees or agents.
- 15.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium if unrelated to regular marketing and advertising of the work and services identified in this Contract, without first receiving the express written consent of SBCTA.  
  
SBCTA shall not use CONSULTANT's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium if unrelated to regular marketing and advertising of the work and services identified in this Contract, without first receiving the express written consent of CONSULTANT.
- 15.5 All press releases or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only upon agreement in writing by the Parties.
- 15.6 CONSULTANT, its employees, agents and subconsultants shall be committed to protecting the privacy of SBCTA's Vanpool Program participants personal information, including but not limited to their credit card numbers, driver's license numbers, Social Security numbers, national identification numbers, personal account numbers and contact information. CONSULTANT, its employees, agents and subconsultants whose job responsibilities include

accessing, receiving or using customers' or employee's personal information are expected to protect the confidentiality of such information. Customers' or employees' personal information should only be disclosed as necessary to perform one's job responsibilities. CONSULTANT shall ensure that its employees, agents and subconsultants who fail to protect the confidentiality of customers' or employees' personal information will face disciplinary action, up to and including termination of their employment.

## **ARTICLE 16. CONSTRUCTION CLAIMS.**

INTENTIONALLY OMITTED.

## **ARTICLE 17. TERMINATION**

- 17.1 Termination for Convenience – SBCTA's Executive Director shall have the right at any time, with or without cause, to terminate further performance of Work by giving one hundred twenty (120) calendar days written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of Work and shall preserve Work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.
- 17.1.1 CONSULTANT shall deliver to SBCTA, all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.
- 17.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
- 17.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.
- 17.2 Termination for Cause - Either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party breaches this Agreement, and such breach is incapable of cure, or being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach. If it is determined that the Agency improperly terminated this contract for default, such termination shall be deemed a termination for convenience..
- 17.2.1 A waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, of the same or any other provision, nor be deemed to waive, amend, or modify this Contract.
- 17.2.2 CONSULTANT shall deliver to SBCTA all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA within ten (10) working days of said notice.

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

## **ARTICLE 18. STOP WORK ORDER**

SBCTA shall have the right to stop use of any vehicle that is not fully compliant with all applicable Buy America, safety and insurance requirements until said vehicle is fully compliant with such requirements.

## **ARTICLE 19. CLAIMS**

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

## **ARTICLE 20. INSURANCE**

- 20.1 CONSULTANT shall furnish SBCTA with Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) 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, the following coverages do not apply to vanpool drivers:

### 20.1.1 Professional Liability. Intentionally Omitted

20.1.2 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 blanket 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 All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONSULTANT and all parties named as Indemnitees below. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

- 20.1.3 Commercial General Liability Insurance – A commercial general liability policy written on an occurrence form that shall provide coverage at least as broad as the coverage provided by ISO form CG 00 01. The Indemnified Parties shall be named, by blanket endorsement, as additional insureds where their interest may appear for liabilities arising in whole or in part by the conduct of the CONSULTANT, u.

The commercial general liability policy shall:

- Have a limit for any one occurrence or claim of not less than \$5,000,000 per occurrence and a \$5,000,000 annual general aggregate;
- 
- Have no “CONSULTANT’s limitation” endorsements, as that term is defined, as of the date of this Agreement, in the Glossary of Insurance and Risk Management Terms published by the International Risk Management Institute, that have not been reviewed and approved by the Authority, including endorsements that limit coverage for earth movement or subsidence.
- Have no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under an insured contract;
- 
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.
- All sub-CONSULTANTS of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the CGL insurance coverage with limits not less than:
  - Each occurrence limit: \$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

20.1.4 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 provide a separate aggregate limit for products and completed operations coverage.
  - The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits exhausted.
  - The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.

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

20.1.5 Commercial Auto. 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 Rideshare 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.

#### 20.1.6 Pollution Liability Intentionally Omitted

#### 20.1.7 Cyber Liability or Technology Professional Liability Errors and Omissions Insurance Intentionally Omitted

#### 20.1.8 Railroad Protective Liability - Intentionally Omitted

### 20.2 General Provisions

- 20.2.1 Qualifications of Insurance Carriers - If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VIII or better and if policies are written by insurance carriers that are non- admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best Rate of A-VII" or better, unless otherwise approved in writing by SBCTA's Risk Manager.
- 20.2.2 Additional Insured Coverage - All policies, except those for Workers' Compensation insurance, shall name San Bernardino County Transportation Authority, Omnitrans and their officers, directors, members, employees, agents and volunteers, as additional insureds where their interest may appear for liabilities arising in whole or in part by the conduct of the CONSULTANT (the "Additional Insureds").
- 20.2.3 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; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate.
- 20.2.4 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-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.

- 20.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant with the exception of Professional Liability and Worker's Compensation shall be 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.
- 20.2.6 Non-Limitation of Insurance Requirements - The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the CONSULTANT's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the CONSULTANT shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the CONSULTANT is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the CONSULTANT arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Sub-CONSULTANT. The CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.
- 20.2.7 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.

- 20.2.8 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at [procurement@gosbcta.com](mailto:procurement@gosbcta.com) to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.
- 20.2.9 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.
- 20.2.10 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.
- 20.2.11 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also required by subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits required by subconsultants to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.
- 20.2.12 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.
- 20.2.13 Project Specific Insurance – Intentionally Omitted
- 20.2.14 No Representations or Warranties - SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONSULTANT against its

undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.

- 20.2.15 Review of Coverage – SBCTA may at any time review the coverage, form, and amount of insurance required under this contract ., SBCTA may change the insurance coverages and limits required under this contract in consultation with consultant and mutual agreement, which shall not be unreasonably withheld. , 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.
- 20.2.16 Enforcement – SBCTA may take any steps as are necessary to assure CONSULTANT’s compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or terminate this Contract for cause. The insurance required or provided shall in no way limit or relieve the CONSULTANT of its duties and responsibilities under the Contract, including but not limited to, the obligations to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as is available to it under any other provision of the contract or law. Nothing contained herein shall relieve CONSULTANT, or any sub-CONSULTANT of any tier, of their obligations to exercise due care in the performance of their duties in connection with the Work and to complete the Work in strict compliance with the Contract Documents. For the duration of the Contract, until acceptance of the Project, CONSULTANT shall have full and complete charge and care of, and shall bear all risk of loss of and injury or damage to, the Work or any portion thereof (including SBCTA-furnished supplies, material, equipment or other items to be utilized with or incorporated in the Work by CONSULTANT while at the Project site) to the fullest extent of the law. CONSULTANT shall rebuild, repair, restore and make good losses of, and injuries or damages to, the Work or any portion thereof (including SBCTA-furnished supplies, material, equipment or other items at the Project site to be utilized with or incorporated in the Work by CONSULTANT) before Final Completion of the Work.
- 20.2.18 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.

## **ARTICLE 21. INDEMNITY**

21.1 Intentionally omitted.

21.2 CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless San Bernardino County Transportation Authority, Omnitrans and their officers, directors, members, employees, agents and volunteers (collectively, the “Indemnitees”) from any and all claims, actions, losses, damages and/or liability (“Claims”)



brought by a third party arising out of or related to the acts or omissions 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.

## **ARTICLE 22. ERRORS AND OMISSIONS**

INTENTIONALLY OMITTED.

## **ARTICLE 23. OWNERSHIP OF DOCUMENTS**

INTENTIONALLY OMITTED.

## **ARTICLE 24. SUBCONTRACTS**

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

## **ARTICLE 25. INSPECTION OF OPERATIONS**

SBCTA its designees, representatives and agents shall 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. Audits and inspections are limited to twice per year, after providing 10 days notice to Enterprise.

## **ARTICLE 26. INDEPENDENT CONTRACTOR**

CONSULTANT is and shall be at all times an independent contractor. Accordingly, all Work provided by CONSULTANT shall be done and performed by CONSULTANT under the sole



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

#### **ARTICLE 27. ATTORNEY'S FEES**

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

#### **ARTICLE 28. GOVERNING LAW AND VENUE**

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

#### **ARTICLE 29. FEDERAL, STATE AND LOCAL LAWS**

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

#### **ARTICLE 30. PRECEDENCE**

- 30.1 The Contract consists of the Contract Articles, Exhibit A "Scope of Work" and Exhibit B "Vehicle Cost Matrix Form", SBCTA's "Request For Proposal", and CONSULTANT's proposal, all of which are incorporated in this Contract by this reference.
- 30.2 The following order of precedence shall apply: first, the Contract Articles; second, Exhibits A and B; third SBCTA's Request For Proposal; and last, CONSULTANT's Proposal. In the event of a conflict between the Contract Articles and the Scope of Work, the Contract Articles will prevail.
- 30.3 In the event of an express conflict between the documents listed in this Article, or between any other documents, which are a part of the Contract, CONSULTANT shall notify SBCTA in writing within three (3) business days of its discovery of the conflict.

#### **ARTICLE 31. COMMUNICATIONS AND NOTICES**

Notices sent by mail shall be by United States Mail, postage paid, certified mail (return receipt requested). Any and all notices permitted or required to be given hereunder shall be deemed duly given and received: (a) upon actual delivery, if delivery is personally made or if made by fax or email

during regular business hours; (b) the first business day following delivery by fax or email when made not during regular business hours; or (c) the fourth business day following deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. CONSULTANT shall notify SBCTA of any contact information changes within ten (10) business days of the change.

| <b>To COMMUTE WITH ENTERPRISE</b>              | <b>To SBCTA</b>  |
|--|--|
| <b>333 City Boulevard West, Suite 1000</b>     | <b>1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor</b> |
| <b>Orange, CA 92868</b>                        | <b>San Bernardino, CA 92410-1715</b>                       |
| <b>Attn: Eric Curtis</b>                       | <b>Attn: Nicole Soto</b>                                   |
| <b>Email: eric.curtis@erac.com</b>             | <b>Email: nsoto@gosbcta.com</b>                            |
| <b>Phone: (657) 221-4400</b>                   | <b>Phone: (909) 884-8276</b>                               |
| <b>2<sup>nd</sup> Contact: Thomas Klingler</b> | <b>Copy: Procurement</b>                                   |
| <b>Email: Thomas.a.klingler@ehi.com</b>        | <b>Email: procurement@gosbcta.com</b>                      |

## **ARTICLE 32. DISPUTES**

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

## **ARTICLE 33. GRATUITIES**

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

## **ARTICLE 34. REVIEW AND ACCEPTANCE**

INTENTIONALLY OMITTED.

## **ARTICLE 35. CONFIDENTIALITY**

INTENTIONALLY OMITTED.

## **ARTICLE 36. EVALUATION OF CONSULTANT**

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

## **ARTICLE 37. SAFETY**

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

## **ARTICLE 38. DRUG FREE WORKPLACE**

CONSULTANT agrees to comply with the Drug Free Workplace Act of 1990 per Government Code Section 8350 et seq, the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 8103, et seq.; U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 49 CFR Part 32; and U.S. OMB regulatory guidance, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 2 CFR Part 182, particularly where the U.S. OMB regulatory guidance supersedes comparable provisions of 49 CFR Part 32.

## **ARTICLE 39. ASSIGNMENT**

Neither party may assign this Contract without the prior written consent of the other Party, which shall not be unreasonably withheld. SBCTA will not withhold consent for CONSULTANT to assign the Contract to an affiliate as part of a corporate restructuring.

## **ARTICLE 40. DEBARMENT AND SUSPENSION CERTIFICATION**

40.1 This Contract is a covered transaction for purposes of 2 CFR Part 180, as supplemented by 2 CFR Part 1200. As such, CONSULTANT verifies that neither the CONSULTANT, its principals, as defined at 2 CFR 180.995, nor affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940 and 180.935. CONSULTANT is required to comply with 2 CFR 180, Subpart C, and must include the requirement to comply with the requirements of 2 CFR 180, Subpart C in any lower tier covered transaction it enters into.

40.2 By signing this Contract CONSULTANT certifies as follows:

This certification is a material representation of fact relied upon by SBCTA. If it is later determined that CONSULTANT knowingly rendered an erroneous certification, in addition to remedies available to SBCTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. CONSULTANT agrees to comply with the requirements of 2 CFR 180, Subpart C throughout the term of this Contract and to include a provision requiring such compliance in its lower tier covered transactions.

## **ARTICLE 41. PREVAILING WAGE RATES**

INTENTIONALLY OMITTED.

## **ARTICLE 42. CONTINGENT FEE**

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

to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **ARTICLE 43. FORCE MAJEURE**

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

#### **ARTICLE 44. WARRANTY**

CONSULTANT warrants that all Work performed shall be in accordance with the Contract, and all applicable professional standards. In the event of a breach of this provision, CONSULTANT shall take the necessary actions to correct the breach at CONSULTANT's sole expense.

#### **ARTICLE 45. CIVIL RIGHTS**

45.1 Nondiscrimination. During the term of this Contract, CONSULTANT shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability medical condition, genetic information gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military and veteran status. CONSULTANT agrees to comply with the provisions of Title VI of the Civil Rights Act, as amended, 42 U.S.C. sec. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C sec. 6102, section 202 of the Americans With Disabilities Act of 1990, 42 U.S.C. sec. 12132 and Federal transit law at 49 U.S.C. sec. 5332, and other applicable Federal, State and local laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. In addition, CONSULTANT agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

45.2 Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying Contract.

45.2.1 Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. sec. 2000e et seq., and Federal transit laws at 49 U.S.C. sec. 5332, CONSULTANT agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaking in the course of the Project. CONSULTANT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall

include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, CONSULTANT agrees to comply with any implementing requirement FTA may issue.

45.2.2 Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. sec. 623 and Federal transit law at 49 U.S.C. sec. 5332, CONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, CONSULTANT agrees to comply with any implementing requirements FTA may issue.

45.2.3 Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C, sec. 12112, CONSULTANT agrees that it will comply with the requirement of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, CONSULTANT agrees to comply with any implementing requirements FTA may issue.

45.3 CONSULTANT shall include the requirements of this Article in each of its subcontracts.

#### **ARTICLE 46. NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

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

#### **ARTICLE 47. CONFLICT OF INTEREST**

INTENTIONALLY OMITTED (See Article 12).

#### **ARTICLE 48. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

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

#### **ARTICLE 49. PROHIBITION OF EXPENDING SBCTA, STATE OR FEDERAL FUNDS FOR LOBBYING**

49.1 CONSULTANT certifies, to the best of his or her knowledge and belief, that:

49.1.1 No state, federal or local agency appropriated funds have been paid, or will be paid, by or on behalf of CONSULTANT, to any person for influencing or attempting to influence an officer or employee of an agency, Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any



employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract, the making of any state or federal grant, the making of any state or federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, or loan, or cooperative agreement.

- 49.1.2 If any funds other than federal appropriated funds have been paid, or will be paid to any person for making lobbying contacts to, influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 49.2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. sec. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 49.3 CONSULTANT shall require that the language of this Article be included in all lower-tier subcontracts exceeding \$100,000, and that all such subconsultants shall certify and disclose accordingly.

#### **ARTICLE 50. INCORPORATION OF FTA TERMS**

All contractual provisions required by Department of Transportation (DOT) as set forth in Federal Transit Administration (FTA) Circular 4220.1F, as amended, whether or not expressly set forth in this Contract, are hereby incorporated by reference into this Contract. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. CONSULTANT shall not perform any act, fail to perform any act, or refuse to comply with any SBCTA requests which would cause the designated recipient, subrecipient or SBCTA to be in violation of the FTA terms and conditions. If SBCTA determines that a Contract amendment expressly setting forth FTA-required terms is convenient or necessary for SBCTA's receipt or use of FTA funding for this Contract or the Project, CONSULTANT agrees, to the extent it is reasonably able to comply with said terms, to promptly execute such an amendment to this Contract. If CONSULTANT's cannot reasonably comply with said terms, the PARTIES agree to work together in good faith to find a solution in order to continue uninterrupted.

#### **ARTICLE 51. FEDERAL CHANGES**

CONSULTANT shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the agreement between direct recipient or subrecipient and FTA, as they may be amended or promulgated from time to time during the term of this Contract. CONSULTANT's failure to comply shall constitute a material breach of this contract.

#### **ARTICLE 52. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

SBCTA and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express

written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to SBCTA, CONSULTANT, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from the underlying Contract. CONSULTANT agrees to include these requirements in all of its subcontracts.

**ARTICLE 53. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

- 53.1 CONSULTANT acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Accordingly, by signing this Contract CONSULTANT certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, CONSULTANT acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose penalties of the Program Fraud Civil Remedies Act of 1986 on CONSULTANT to the extent the Federal Government deems appropriate.
- 53.2 CONSULTANT also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under this Contract connected with a project that is financed in whole or part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307 et seq., the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5323(1) (1) et seq. on CONSULTANT, to the extent the Federal Government deems appropriate.
- 53.3 CONSULTANT shall include the requirements of this Article in all of its subcontracts.

**ARTICLE 54. RECYCLED PRODUCTS**

CONSULTANT shall comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. sec. 6962), including but not limited to U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR part 247, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. CONSULTANT agrees to include this requirement in all of its subcontracts.

**ARTICLE 55. ENERGY CONSERVATION REQUIREMENTS**

CONSULTANT shall comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**ARTICLE 56. CLEAN AIR**

CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended. CONSULTANT shall report each violation to SBCTA, who will in turn report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. CONSULTANT agrees to include this requirement in all of its subcontracts which exceed \$100,000.

**ARTICLE 57. CLEAN WATER REQUIREMENTS**

CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* CONSULTANT shall report each violation to SBCTA and understands and agrees that SBCTA who will, in turn, report each violation as required to assure notification to FTA and appropriate EPA Regional Office. CONSULTANT agrees to include this requirement in all of its subcontracts which exceed \$100,000.

**ARTICLE 58. FLY AMERICA REQUIREMENTS**

CONSULTANT agrees to the extent applicable, to comply with 49 U.S.C. § 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for the U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. CONSULTANT shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. CONSULTANT agrees to include the requirements of this Article in all subcontracts that may involve international air transportation.

**ARTICLE 59. SEISMIC SAFETY REQUIREMENTS**

CONSULTANT agrees to the extent applicable, that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. CONSULTANT also agrees to ensure that all work performed under this Contract including work performed by a subconsultant is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

**ARTICLE 60. DISADVANTAGED BUSINESS ENTERPRISE**

SBCTA, as the sub-recipient of federal funds, is required to comply with any requirements established by the main recipient (Omnitrans) to involve Disadvantaged Business Enterprises (DBEs) to the maximum extent feasible in all phases of its procurement practices. The CONSULTANT must certify that it has complied with the requirements of 49 CFR Part 26. The CONSULTANT shall have on file with the FTA an approved or non-disapproved annual DBE subcontracting participation goal program.

The CONSULTANT agrees to ensure that DBEs as defined in 49 CFR Part 26 have the opportunity to participate in the performance of Subcontracts financed in whole or in part with Federal funds provided under the Contract. In this regard, the CONSULTANT shall take all reasonable steps in accordance with 49 CFR Part 26 so that DBEs have the opportunity to compete for and perform the Work. The CONSULTANT shall not discriminate on the basis of race, color, religion, sex, age or national origin, in the award and performance of DOT-assisted contracts.

The CONSULTANT shall supply sufficient information in its payment applications and supporting documentation to enable SBCTA and the FTA to assess whether CONSULTANT is complying with its DBE goals. The CONSULTANT shall comply with its FTA approved or non-disapproved DBE goal program.

## **ARTICLE 61. ENTIRE DOCUMENT**

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

## **ARTICLE 61. CONTRACT**

INTENTIONALLY OMITTED.

## **ARTICLE 62. EFFECTIVE DATE**

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

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

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

**ENTERPRISE RENT-A-CAR  
COMPANY OF LOS ANGELES, LLC  
DBA COMMUTE WITH ENTERPRISE**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Thomas Klingler  
Vice President

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Raymond W. Wolfe  
Executive Director

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Julianna K. Tillquist  
General Counsel

Date: \_\_\_\_\_

**CONCURRENCE**

By: \_\_\_\_\_  
Shaneka M. Morris  
Procurement Manager

Date: \_\_\_\_\_



**EXHIBIT “A”**  
**“SCOPE OF WORK”**

DRAFT

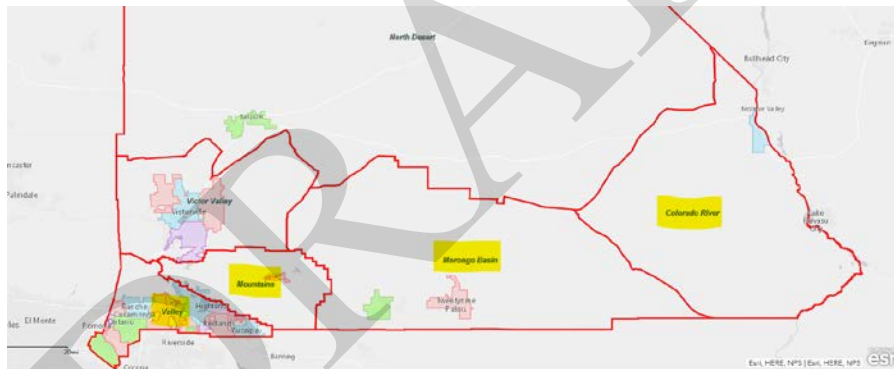
## Exhibit A

### Vanpool Vehicle Provider Scope of Work

**A. Program Description and Requirements.** The San Bernardino County Transportation Authority (SBCTA) vanpool program provides a subsidy towards the cost of vehicles that meet all qualification requirements described herein (Vehicles) to assist with formation of vanpools in order to provide transit opportunities, all as further detailed herein (Program or Vanpool Subsidy Program). The Program is administered by SBCTA in the San Bernardino Valley, San Bernardino Mountain Communities, Colorado River Basin and Morongo Valley portions of San Bernardino County. Figure 1 below depicts SBCTA's Program service area (SBCTA Service Area).

Under the Program, Consultant(s) will issue Vehicles directly to qualified individual Program applicants. An individual qualified to participate in the Program, and who enters into a Vanpool Agreement with a Consultant, is referred to herein as the "Coordinator." The Agencies will provide to Coordinators a list of available Consultant(s), and the individual Program applicant, not the Agencies, will select a Consultant to utilize for use of a Vehicle.

**Figure 1 – SBCTA Vanpool Program Service Area  
(Valley, Mountains, Morongo Basin and Colorado River)**



Vanpool passengers who take a lead role in the vanpool are referred to as "Vanpool Leads". Vanpool Leads must consist of the Coordinator (who is also the applicant to the Vanpool Subsidy Program) and may also include the primary driver (if the Coordinator is not also the primary driver), an alternate vanpool reporter (if so designated by the Coordinator) or an employer who enters a Vanpool Agreement for the Vehicle on behalf of its employees. The Vanpool Leads are volunteer participants (Participants) in the Program. All other individuals that travel to and from a work or post-secondary school location in the vanpool are considered passengers (Vanpool Passengers or Passengers) and are also voluntary participants in the Program.

Consultant(s) shall be required to provide maintenance, insurance, tow services, sales, marketing, customer service, and all other administrative services described further below. Consultant(s) must also assume all Vehicle responsibilities, including all state and federal laws, and ensure that vanpool drivers are qualified to operate the Vehicle.

The Agencies' Programs seek to address transportation and employment concerns of various groups not able to be served efficiently by public transit. Of this unserved market, the groups that are the target market include but not limited to government, warehouse and health services employees and other work forces of employers in SBCTA's Service Area. The home end of the vanpools may originate in any county or area; however, the destination of the vanpool must be in SBCTA's Service Area.

SBCTA's Program is currently defined by the following characteristics that the Consultant(s) and Coordinator must comply with in order to qualify for and receive an ongoing subsidy:

1. A transit mode comprised of vans, small buses, or other vehicles that can transport seven (7) to 15 individuals (including the driver);
2. Is dedicated to and operates as a ridesharing arrangement for the Vehicles' passengers (who are volunteers and not paid to travel in the vanpool) at least 12 days during each calendar month;
3. Travels at least 30 miles roundtrip directly between a home origin(s) and a regular work and/or vocational/post-secondary education destination(s), with the origin (applicable only if a vanpool program doesn't exist in the destination county or special arrangements are agreed upon between the destination county and SBCTA) and/or destination being to or from the SBCTA Service Area; and
4. Has a minimum 70 percent vanpool occupancy or higher at the time the application is submitted to the Agencies for consideration and maintains a vanpool occupancy of 50 percent or higher on a monthly basis.

These characteristics may be subject to change throughout the term of SBCTA's Agreement with Consultant(s). Changes that occur will be electronically communicated with the Consultants as an administrative modification prior to implementation.

The vanpool driver is a volunteer and shall not be paid by SBCTA's Program for driving the Vehicle. Vanpools must also be in compliance with the requirements stipulated in SBCTA's Agreement with Consultant(s), as well as compliance with all public transit rules, including the Federal Transit Administration's (FTA) Americans with Disabilities Act (ADA) provisions, and be open to the public.

SBCTA's online vanpool application, reporting and database system is referred to throughout as the System ("System") and contains back-end access for Consultant(s) and front-end access for Applicants/Coordinators who apply for SBCTA's Vanpool Subsidy Program through <https://www.ridetheloop.com>. There are detailed procedures contained on the website by which the Coordinators apply for, maintain and report on their vanpool. In addition, the Consultant(s) will provide Coordinator information online through the vanpool websites. Consultant(s) shall comply with SBCTA's requirements for uploading information for a vanpool subsidy application and maintain that information during the period the vanpool is subsidized.

The Consultant(s), and not SBCTA, will enter into a Vanpool Agreement with the Coordinator. The Coordinator will be the applicant to the Vanpool Subsidy Program via the System, and SBCTA will review and approve each Coordinator's application prior to that person being

approved to participate in the Vanpool Subsidy Program. Consultant(s) Vanpool Agreement shall be subject to the Agencies' review and approval prior to the Agencies' approval of a Coordinator application.

Prior to Vanpool Subsidy Program approval, the Coordinator must enter into a month-to-month Vanpool Agreement with the Consultant of his/her choice from the list of SBCTA-approved Consultant(s). The Coordinator shall be responsible for coordinating fueling of the Vehicle, arranging for regular maintenance, and collecting monthly fares from passengers. Vanpool Leads and Passengers pay the balance of the monthly vanpool service charges, less the monthly subsidy from SBCTA, and are also responsible for paying for additional operating costs, such as fuel, express lane/toll fees, parking fees, additional vehicle features (such as onboard GPS, satellite radio or Wi-Fi), etc., that are not subsidized by SBCTA.

Consultant(s) shall provide the Vehicles, including required ADA modifications if requested, equipment, supplies and other materials, maintenance, emergency and non-emergency towing services, coordinating and providing emergency and non-emergency passenger transportation, maintenance facilities, employees, insurance, and any other items necessary to provide the services in accordance with SBCTA's Agreement with Consultant(s). Should the Consultant(s) provide Vehicles that require alternative fuel (Battery Electric, Natural Gas, Hydrogen, etc.), Consultant(s) shall ensure that Vehicle fueling and related infrastructure is reasonably available near the vanpool origin AND destination. The Agencies and their agents shall not be responsible for funding, installing, maintaining and/or availability of Vehicle fueling infrastructure, or for fleet administration.

Consultant(s) are encouraged to provide alternative fuel Vehicles where alternative fuel and maintenance are readily available at the home end and the work end, and emergency and non-emergency roadside assistance is available throughout each vanpool's route. In addition, all alternative fuel Vehicles provided shall have the ability to provide a round trip commute to adequately meet the commute distance of a given vanpool group.

SBCTA is the entity reporting into the National Transit Database (NTD) system, and not the Consultant(s). However, the Consultant(s) shall provide SBCTA required and accurate Consultant-related performance data needed for monthly and annual NTD reporting, in a format and timeframe identified by SBCTA. All vehicle and driver updates, as well as vehicle checklists and agreements must be entered into the System by the 7<sup>th</sup> of the following month. Monthly invoices for the prior month period shall be emailed to SBCTA by no later than the 7<sup>th</sup> of the following month. Annual NTD reports (including, but not limited to the A30, F30, F40 and R20 reports) must be provided to SBCTA by no later than the last working day of August of each year, for the prior fiscal year period.

SBCTA shall pay Consultant(s) up to \$600.00 per month for each petroleum-based vehicles and \$700 per month for each zero emission vehicle that is an SBCTA-approved vanpool. The amount may be subject to change throughout the term of SBCTA's Agreement, subject to the terms and conditions identified in SBCTA's Agreement. The Agencies reserve the right to rescind the Vanpool Subsidy Program at any time, for whatever reason, including but not limited to lack of

funding. The balance of the monthly Vehicle cost (as well as other vanpool program expenses) shall be paid by the Participants and Vanpool Passengers.

The subsidy amount shall not exceed 50 percent of the total monthly cost of each van unit. Where the subsidy is found to be in excess of 50 percent of the total monthly cost of an individual Vehicle, the subsidy shall be reduced to an amount that is within the 50 percent threshold. For example, a Vehicle with a total monthly cost of \$1,100.00 would receive a reduced subsidy of \$550.00. SBCTA will review each vanpool application on an individual basis to determine the appropriate subsidy amount per SBCTA's vanpool program guidelines. Averages of fleet-wide Vehicle costs will not be considered.

Based on SBCTA projections, as well as current participation levels, SBCTA anticipates that the Program may subsidize up to 125 vanpools by the end of FY 2023-2024. However, SBCTA does not make any guarantee, representation, or commitment that additional funding will be available to continually grow the number of participants.

**B. Vehicle Offerings and Prices.** The Consultant(s) shall supply the Vehicles, equipment, supplies and other materials, maintenance, emergency and non-emergency towing services, maintenance facilities, insurance, and any other items necessary to provide the services in accordance with SBCTA's Agreement with Consultant(s). Monthly Vehicle rates shall not exceed the pricing identified in the Vehicle Cost Matrix Form, Attachment B of the RFP. During SBCTA's Agreement term, Consultant(s) shall update the Vehicle Cost Matrix Form, Attachment B by June 1st of each year for the period of July 1st through June 30th of the following year (SBCTA's fiscal year period). SBCTA may elect to post the Vehicle rates on their respective websites or other designated website(s) for general information purposes.

**C. Spare Vehicles.** Consultant(s) shall have available, within 60 miles distance from SBCTA's office, available or access to "spare" vehicles to provide should a vanpool require a temporary vehicle to replace an active Vehicle (due to a breakdown, or scheduled maintenance/repairs). Consultant(s) shall have a spare vehicle ratio that is one percent of their active fleet or five percent of their active SBCTA subsidized fleet, whichever is greater. For example, should SBCTA subsidize 100 vanpool Vehicles through Consultant, then Consultant shall have readily access to a minimum of five (5) spare vehicles available to deploy should a vanpool require a replacement vehicle. The number of spares available shall be quantified and added to each invoice submitted to SBCTA, for the prior month period.

**D. Vehicle Capacity, Age and Condition.** Consultant shall make available Vehicles that will seat a minimum of seven (7) passengers to a maximum of 15 passengers, including the driver. Vehicles must at all times contain all seven (7) passenger seats, modification or removal of seats that provide less than seven (7) seats will not be eligible for SBCTA's subsidy. Consultant(s) shall provide Vehicles that meet the following requirements:

1. Vehicles are four (4) model years of age or younger at the inception of the Vanpool Agreement between Consultant and Coordinator and do not exceed an odometer reading of 100,000 miles, during the entire time period the Vehicle is subsidized.



2. If approved by SBCTA, Vehicles six (6) model years of age or younger at the inception of the Vanpool Agreement between Consultant and Coordinator and do not exceed 200,000 miles during the entire time period the Vehicle is subsidized.

Consultant(s) shall replace any Vehicle before that Vehicle exceeds the limits approved by SBCTA above. Should a Coordinator request to continue leasing a Vehicle that does not meet the requirements, a written waiver of the Vehicle age and mileage limit may be issued. Regardless of the requirements and waivers, Consultant(s) shall replace any Vehicle that experiences two (2) or more mechanical failures / breakdowns in a one (1) month period. All Vehicles shall be in compliance with Federal Motor Vehicle Safety Standards (FMVSS), and all other applicable State and Federal laws and regulations at all times. Consultant(s) are responsible for Vehicle inspections, licensing, and registration in accordance with applicable federal, state, and local laws.

**E. Vehicle Features/Safety Equipment.** Consultant(s) shall provide at a minimum the following features/equipment with each Vehicle at the time of delivery to Coordinator:

1. Air Conditioning and Heating; and
2. All safety supplies, including but not limited to a first aid kit and a fire extinguisher to the extent required by any applicable provisions of the California Vehicle Code § 34509.

Should SBCTA's physical inspection and/or audit find that Consultant is not compliant with contractual requirements, Consultant shall bring any non-compliant item into compliance within three (3) business days. If Consultant fails to remedy/replace a non-compliant Vehicle pursuant to SBCTA's Agreement, SBCTA may withhold the monthly subsidy amount for each non-compliant Vehicle.

**F. Accessible Vehicles.** Upon request of a Participant, a passenger, a potential passenger, and/or potential Participant in the Program, the selected Vendor will provide a vehicle that is compliant with the ADA. Consultant(s) shall provide wheelchair accessible vehicles and make other modifications to an existing vehicle to accommodate persons with disabilities. The vehicle shall meet the current Americans with Disabilities Act regulations as per FTA Circular C 4710.1. Within 30 days of such a request from a passenger, the Consultant shall verify the passengers' disability and provide an accessible vehicle. Consultant shall have a procedure approved by SBCTA to verify the passenger's disability. The FTA definition of disabled persons shall apply and is as follows: Persons "who by reason of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including any individual who is a wheelchair user or has semi- ambulatory capabilities), cannot use effectively, without special facilities, planning, or design," public transportation services. Consultant(s) shall charge an identical rate for an ADA-modified vehicle, as they would for a non-ADA modified vehicle.

**G. Personal Use.** The purpose of the Program shall be for home to work and/or vocational/post-secondary education commuter trips. Any use of the Vehicle where the Vehicle travels to locations other than from home to work and/or school and from work/and or school and back to the home end, is defined as Personal Use ("Personal Use") of the Vehicle. Personal Use of the Vehicle may be negotiated between the Coordinator and the Consultant(s), and if included in the Vanpool Agreement, shall not exceed 20 percent of the total van miles driven during a calendar

month period. The subsidy shall in no way be accounted for Personal Use of the Vehicle in excess of 20 percent of the total van miles driven during a calendar month period.

**H. Vanpool Agreement and Term.** Consultant shall charge Coordinators a monthly Vehicle rate not exceeding the Consultant's annual pricing information as provided in the Vehicle Cost Matrix Form, Attachment B and as further stipulated in Section B above. All Coordinator Vanpool Agreements must be on a month-to-month basis unless the Coordinator (at his or her sole discretion) requests and negotiates a longer term. The Agreement shall be available in any language required to meet FTA's Limited English Proficiency (LEP) obligations as per Circular C 4702.1B

**I. Marketing.** Consultant(s) shall seek to grow the Program by actively soliciting new customers and adding more vanpools. Consultant(s) shall endeavor to increase the number of vans participating in the Program, by:

1. Soliciting new customers and adding more vanpools in conjunction with market opportunities; and
2. Attending outreach events/meetings with SBCTA and/or allowing SBCTA participation in Consultant-organized outreach events/meetings; and
3. Reducing the number of vanpool terminations due to loss of riders by actively assisting vanpools to fill empty seats; and
4. Refraining from directly soliciting existing vanpool participants with the intention of increasing market share without contributing to the overall growth of the Program; and
5. Creating promotional materials that clearly describe the Consultant's services, as well as SBCTA's role in the Program. All marketing materials that reference the Vanpool Subsidy Program shall, prior to distribution, be reviewed and approved by SBCTA, and provided in a user-friendly, electronic format; and
6. Affixing on all Program Vehicles a decal that has been designed, produced and provided by SBCTA. The decal will display the program's logo and/or other contact information; and
7. Allowing for placement of SBCTA's or partner materials in the interior of each Vehicle; and
8. Directing all new and potential Program Participants to SBCTA's website/System; and
9. Sharing SBCTA's Program tools, outreach materials, program website and resources, when conducting vanpool formation meetings; and
10. As requested by SBCTA, attending monthly marketing meetings with SBCTA staff.

Consultant(s) are required to submit a monthly written Marketing Report utilizing the template identified in SBCTA Vanpool Marketing Report Template and due by the 10th of each month. The Marketing Report details the marketing and outreach activities conducted by Consultant(s) during the prior month and identifies upcoming activities for the following period.

**J. Customer Service.** Consultant(s) shall provide personnel necessary to offer timely and effective customer service and support to Program Participants. Consultant(s) shall provide contact information during business hours, as well as contact information during other non- business hour timeframes to SBCTA as well as Participants.

**K. Insurance.** Insurance coverage requirements are set out in SBCTA's Agreement, Attachment B.

**L. Maintenance.** Consultant(s) shall:

1. Employ a scheduled maintenance program, as well as an unscheduled repair program, to ensure continued reliability and performance of the Vehicles used in the Program; and
2. Arrange and make available a Vehicle repair service location that is within ten (10) miles of either the Participant's home or work location; and
3. Identify situations where a Participant brings a vehicle to a repair facility vs. repair is done at Participant's home/work end (such as windshield repair), or Consultant(s) brings a Vehicle to the Participant's home/work end while Participant's primary Vehicle is under repair; and
4. Develop and provide to SBCTA a set of procedures that ensure prompt reimbursement to Participants for incidental expenses or emergency repairs incurred; and
5. In the event of a breakdown of a Vehicle or a repair that extends beyond one (1) day, Consultant(s) shall provide a replacement Vehicle, in a timely manner, to minimize the delay of arrival home or to work. This may require providing a replacement Vehicle by shift end, or to provide transportation home from work as applicable at the time of breakdown.

**M. Towing Assistance.** Consultant(s) shall provide emergency and non-emergency towing assistance to Vehicles while in service/operation and will be available at all times. This service shall include, but not be limited to, the repair of flat tires, gas/alternative fuel delivery, battery jumps and lock-out services.

**N. Driver Selection, Training, Orientation and Vanpool Agreement Revocation.** Consultant(s) shall provide SBCTA with their driver selection and orientation procedures for all drivers of the vanpool. Procedures should identify Consultant(s) criteria for revoking or suspending a Vanpool Agreement or driver privileges and procedures/penalties if the Coordinator were to terminate the agreement. Consultant(s) shall conduct an initial orientation with all drivers and back-up drivers to ensure they understand program requirements and the agreement between the Consultant and driver(s). Driver safety training shall be provided by the Contractor to new drivers and back up drivers prior to assuming any driver responsibilities. Training and information for vanpool drivers on the rules and operations of the vans shall be available in any language required to meet FTA's Limited English Proficiency (LEP) obligations as per Circular C 4702.1B. Contractor shall submit rosters of new driver training as occurs to SBCTA.

**O. Complaints/Grievances.** Consultant(s) shall provide SBCTA their procedures for how Participant complaints are handled and addressed and shall specify at what point in time Consultant(s) notifies SBCTA of such complaints or grievances.

**P. Periodic Consultant(s) Meetings.** Consultant(s) shall attend meetings as scheduled by SBCTA. Meetings may occur during Program start-up, System orientation and training, and when new Consultant staff is assigned to the Program. SBCTA may also schedule meetings to coordinate Consultant outreach and marketing efforts. Consultant(s) shall provide the personnel and

marketing resources necessary, and participate in scheduled marketing campaigns, events, and activities in coordination with SBCTA.

**Q. Completeness/Effectiveness.** Consultant(s) shall assist SBCTA in continuously improving Program effectiveness and reducing Program administrative costs by:

1. Providing timely and high-quality updates to applications in the System within five (5) business days of a Vehicle, Vanpool Agreement or Coordinator change; and
2. Providing timely and high-quality invoicing and reporting at month end and at fiscal year-end; and
3. Facilitating the completion of periodic SBCTA-provided surveys of Participants and Vanpool Passengers, which may include post-participation surveys for those that terminate their involvement with the program; and
4. Actively participating in business process reviews and assisting with the implementation of process improvements.

**R. Reporting Support.** Provide personnel and tools necessary to offer timely and accurate monthly and annual reporting as required by SBCTA and/or the NTD. Consultant(s) shall provide, and enter into SBCTA's prescribed format/System, all Consultant-related performance data needed for monthly and annual NTD reporting. The FTA may amend the NTD reporting requirements, and it is the responsibility of the Consultant(s) to be familiar with those requirements, which can be found on the FTA website at: <https://www.transit.dot.gov/ntd>.

**S. Application Process.** Consultant(s) shall direct Coordinators who will be applying to the Program to qualify on SBCTA's website/System. Upon qualification, the Coordinator may only then submit an application through the System. SBCTA will provide to the Coordinator, the Primary Driver (if not the Coordinator), as well as an alternate vanpool reporter, a Participation Agreement that must be executed by all required parties and submitted into SBCTA's System. Consultant(s) are required to submit their information into SBCTA's System, which shall include, but is not limited to, the Coordinator's vehicle make/year/model, vehicle size, vendor unit #, starting odometer, date of vehicle possession, date the change took effect, seating type, vehicle length, miles per gallon, monthly miles the Vanpool Agreement is based on, PDF version of the vehicle checklist, PDF version of the Vanpool Agreement, description of any ADA features, monthly Vehicle amount and start date. All completed applications will be reviewed and approved by SBCTA and may begin on a date other than the first of the following month. SBCTA reserves the right to change application deadlines and subsidy start dates.

To comply with Buy America requirements, Consultant(s) shall certify to SBCTA that it will comply with Federal Buy America requirements including any applicable waivers (which may include, but not be limited to providing proof that final vehicle assembly occurred in the United States). SBCTA uses a different funding source for zero emission vehicles, therefore this requirement does not apply to zero emission vehicles being provided. Consultant shall submit such certification in PDF format by Consultant(s) for each Vehicle that is anticipated to operate in SBCTA's program following Notice to Proceed. During each application processing and approval, SBCTA will verify documentation is on file for each Vehicle. SBCTA will request from Consultant(s) additional documentation that may be missing, and if unable to fulfill the request, it may result in SBCTA rejecting the subsidy application and payment to Consultant(s).

**T. Approved Application Changes.** Consultant(s) shall make the following changes in the System, and provide written notification to SBCTA within five (5) business days of the occurrence:

1. Termination of a vanpool, including the reason for termination; and/or
2. A change in the Coordinator (new Coordinator) of an approved vanpool and the new Vanpool Agreement and new vehicle checklist; and/or
3. Change in date of Vanpool Agreement; and/or
4. Address or phone number change for Participants; and/or
5. Vehicle change, including the new make/model/year, size and new vendor vehicle unit ID #; and/or
6. Change in monthly Vehicle amount; and/or
7. Consultant change of a vanpool.

**U. Consultant Deliverables.** During the course of SBCTA's Agreement term, Consultant(s) shall:

1. Submit in a timely manner and as outlined in this Scope of Work, information required to be supplied by Consultant(s) to SBCTA's System for subsidies to commence on a date as determined by SBCTAs; and
2. Submit into the System, by the 7th of each month, an invoice in a Microsoft Excel format similar to the sample provided in Sample Invoice, that provides the following information in each column, for vanpools subsidized in the prior calendar month period:
  - i. SBCTA Agreement number, addressed to the Vanpool Project Manager;
  - ii. Date invoice was emailed to SBCTA and the period of performance (will always be a calendar month period);
  - iii. The number of spare vehicle units available to the Program during the Period;
  - iv. Sequential count of vanpools subsidized in the month period;
  - v. SBCTA Vanpool ID;
  - vi. Consultant(s) Vehicle Unit number;
  - vii. Consultant(s) Vanpool Agreement number with Coordinator;
  - viii. Coordinator first name;
  - ix. Coordinator last name;
  - x. Vanpool start date;
  - xi. Total monthly Vehicle cost;
  - xii. SBCTA Subsidy amount;
  - xiii. Vanpool Termination date and final subsidy as determined by SBCTA (if terminated); and
  - xiv. All other relevant information, comments and notes regarding the status of each vanpool and the Program (such as if there were a Coordinator and/or a vehicle change during the month).

If an invoice has any discrepancy and is not consistent with the System information/data, SBCTA will return the invoice to Consultant(s) for corrections or updating information within the System, and then Consultant(s) will re-submit the invoice when corrections have been completed. SBCTA will not disperse subsidies for vanpools that were not approved by them during the month period.



SBCTA will not begin processing an invoice for payment until the invoice is correct and matches all data in the System for the reporting month.

Upon SBCTA's request, along with the monthly invoice submittal, Consultant(s) shall provide for the same monthly invoice period a summary of the following reports and activities:

1. Regional sales, marketing and outreach activities (SBCTA Vanpool Marketing Report Template); and
2. If any, ADA vehicles or modifications requested, by Vanpool ID and Consultant(s) Vehicle number, and Consultant(s) response in a format similar to SBCTA ADA, Incident Vehicle Failures Report Template; and
3. Any minor or major incidents, in a format similar to SBCTA ADA, Incident Vehicle Failures Report Template, involving a vanpool Vehicle per the most recent FTA Safety and Security Policy Manual, by Vanpool ID and Consultant's Vehicle number, and Consultant's response; and
4. If any major or other mechanical system failures, in a format similar to SBCTA ADA, Incident Vehicle Failures Report Template, by Vanpool ID and Consultant's Vehicle number, and Consultant's response.

Consultant(s) shall provide Annual NTD reports and forms by no later than the last working day of August each year, based SBCTA's annual fiscal year (July 1st through June 30th). Consultant(s) will submit directly to SBCTA the information, which shall include, but not be limited to:

1. Coordinator Annual Vehicle Cost Report. Per line item the report includes:
  - a. SBCTA Vanpool ID and Consultant's Vehicle unit number; and
  - b. Coordinator's and Primary Driver's first and last name; and
  - c. Vanpool Vehicle cost listed monthly per Coordinator.
2. FTA/NTD A-30 form with information about Program Vehicles during the fiscal year, as outlined and required in the reporting year form provided by the NTD; and
3. FTA/NTD F-30 and F-40 form with details of Consultant's costs incurred, as outlined and required in the reporting year form provided by the NTD; and
4. NTD Revenue Vehicle Failures, which requires details of vehicle failures (as required on the FTA/NTD Form R-20); and
5. Details of vehicle maintenance performed, to include, but not be limited to a log/record of all maintenance, inspections, servicing and repairs performed for each vehicle, including the dates of service, odometer readings, and descriptions of the work performed.

Failure to provide the annual reports within the time requirements stated in this section above will result in the withholding of any subsidy payment until the annual reports are submitted in their entirety to SBCTA.

## **SAMPLE DOCUMENTS FOR REFERENCE**

**SBCTA Vanpool Marketing Report Template**

**Sample Invoice**

**SBCTA ADA, Incident Vehicle Failures Report Template**

DRAFT

## SBCTA Vanpool Marketing Report

### *New Vanpool Activity*

| Vanpool ID | Number of Passengers | Employer | Vanpool Vendor Staff Contact | Delivery Date |
|------------|----------------------|----------|------------------------------|---------------|
|            |                      |          |                              |               |
|            |                      |          |                              |               |
|            |                      |          |                              |               |
|            |                      |          |                              |               |
|            |                      |          |                              |               |

### *Vanpool Terminations*

| Vanpool ID | Number of Passengers | Employer | Vanpool Vendor Staff Contact | Reason for Termination |
|------------|----------------------|----------|------------------------------|------------------------|
|            |                      |          |                              |                        |
|            |                      |          |                              |                        |
|            |                      |          |                              |                        |
|            |                      |          |                              |                        |
|            |                      |          |                              |                        |

**Vanpool Watch List**

Please identify the vanpools that are in jeopardy of termination. Please identify the root cause and the action being taken to address the issue(s):

| Vanpool ID | Employer | Reason | Action Being Taken | Vanpool Vendor Staff Contact |
|------------|----------|--------|--------------------|------------------------------|
|            |          |        |                    |                              |
|            |          |        |                    |                              |
|            |          |        |                    |                              |
|            |          |        |                    |                              |

**Vanpool Forecast**

Please include a forecast of the number of vanpools expected to start during the next period:

| Employer | Number of Vanpools | Number of Passengers | Vanpool Vendor Staff Contact | Notes |
|----------|--------------------|----------------------|------------------------------|-------|
|          |                    |                      |                              |       |
|          |                    |                      |                              |       |
|          |                    |                      |                              |       |
|          |                    |                      |                              |       |
|          |                    |                      |                              |       |

**Meetings and Events During Month**

Please list the vanpool formation meetings and events held throughout the region. Include a list of the contacts made at employer sites, the number of people that attended the meeting or event, and the number of people added to an interest list:

| Type of Meeting/Event | Date | Employer | Vanpool Vendor Staff Contact | Attendance | # Added to Interest List |
|-----------------------|------|----------|------------------------------|------------|--------------------------|
|                       |      |          |                              |            |                          |
|                       |      |          |                              |            |                          |
|                       |      |          |                              |            |                          |
|                       |      |          |                              |            |                          |
|                       |      |          |                              |            |                          |

**Planned Meetings and Events**

Please list any upcoming/planned meetings/events:

| Type of Meeting/Event | Date | Employer | Vanpool Vendor Staff Contact | Anticipated Number of Attendees |
|-----------------------|------|----------|------------------------------|---------------------------------|
|                       |      |          |                              |                                 |
|                       |      |          |                              |                                 |



***Vanpool Opportunities and Leads***

*Please provide a list of current opportunities and leads and their status:*

| Employer | Number of Vanpools | Vanpool Vendor Staff Contact | Notes |
|----------|--------------------|------------------------------|-------|
|          |                    |                              |       |
|          |                    |                              |       |
|          |                    |                              |       |
|          |                    |                              |       |
|          |                    |                              |       |

***Other Promotions***

*Please provide a list/description of other promotions and/or marketing activities that took place or are planned:*

| Type | Notes |
|------|-------|
|      |       |
|      |       |
|      |       |
|      |       |
|      |       |

# Sample Invoice

[illegible]

## SBCTA ADA, Incident and Vehicle Failures Report

### ADA Vehicles Requested

| Agency Vanpool ID | Vendor Vanpool ID | Request Type | Status | Other Notes |
|-------------------|-------------------|--------------|--------|-------------|
|                   |                   |              |        |             |
|                   |                   |              |        |             |
|                   |                   |              |        |             |
|                   |                   |              |        |             |
|                   |                   |              |        |             |

### Vehicle Incidents

| Agency Vanpool ID | Vendor Vanpool ID | Incident Type | Status | Other Notes |
|-------------------|-------------------|---------------|--------|-------------|
|                   |                   |               |        |             |
|                   |                   |               |        |             |
|                   |                   |               |        |             |
|                   |                   |               |        |             |
|                   |                   |               |        |             |

### Vehicle Failures

| Agency Vanpool ID | Vendor Vanpool ID | Failure Type | Major or Minor | Status | Other Notes |
|-------------------|-------------------|--------------|----------------|--------|-------------|
|                   |                   |              |                |        |             |
|                   |                   |              |                |        |             |
|                   |                   |              |                |        |             |

**EXHIBIT “B”**  
**COST PROPOSAL**

DRAFT

**Contract No. 23-1002958**

**Exhibit "B" - Vehicle Cost Matrix Form**

**(Ceiling Rates)**

| Vehicle Make & Model      | Seating Capacity | Model Year  |         |         |         |         |         |      |
|---------------------------|------------------|-------------|---------|---------|---------|---------|---------|------|
|                           |                  |             | 30-50   | 51-100  | 101-150 | 151-200 | 201-250 | 251+ |
| OEM Ford Transit          | 15               | 2019 - 2023 | \$1,838 | \$1,943 | \$2,048 | \$2,258 | \$2,468 | N/A  |
| Converted Ford Transit    | 8 to 14          | 2019 - 2023 | \$1,943 | \$2,048 | \$2,153 | \$2,363 | \$2,573 | N/A  |
| Ultra-Luxury Ford Transit | 8 to 10          | 2019 - 2023 | \$2,100 | \$2,205 | \$2,310 | \$2,415 | \$2,625 | N/A  |
| Minivan                   | 7 or 8           | 2019 - 2023 | \$1,680 | \$1,785 | \$1,890 | \$1,995 | \$2,205 | N/A  |
| Base Crossover            | 7                | 2019 - 2023 | \$1,575 | \$1,680 | \$1,785 | \$1,890 | \$2,100 | N/A  |
| Premium Crossover         | 7                | 2019 - 2023 | \$1,680 | \$1,785 | \$1,890 | \$1,995 | \$2,205 | N/A  |
| Large SUV                 | 7 or 8           | 2019 - 2023 | \$1,785 | \$1,890 | \$1,995 | \$2,100 | \$2,415 | N/A  |
| Luxury SUV                | 7                | 2019 - 2023 | \$2,100 | \$2,205 | \$2,310 | \$2,415 | \$2,625 | N/A  |
| Electric Vehicle          | 7                | 2022-2024   | \$2,600 | \$2,700 | \$2,800 | \$3,000 | \$3,500 | N/A  |

## ***Minute Action***

### AGENDA ITEM: 33

***Date:*** December 6, 2023

***Subject:***

Award Contract No. 24-1003026 for AMF Hydrogen Fuel Upgrade Project: Hydrogen Fuel System

***Recommendation:***

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

A. Authorize the Executive Director, or his designee, to finalize negotiations of and, upon General Counsel's approval as to form, execute Contract No. 24-1003026 for the Arrow Maintenance Facility Hydrogen Fuel Upgrade Project: Hydrogen Fuel System, to Air Liquide Hydrogen Energy U.S., LLC. (H2E), which includes design, construction, and installation, and possibly a lease-to-own arrangement, as well as three years of maintenance and fuel delivery, for a total not-to-exceed amount of \$9,000,000, as well as two one-year option terms for maintenance and fuel delivery, with a total potential not-to-exceed amount of \$10,975,000.

B. Approve a contingency of 10% of the capital portion of the contract in the amount not-to-exceed \$630,000 for Contract No. 24-1003026 and authorize the Executive Director, or his designee, to release contingency as necessary for the delivery of the hydrogen fueling system.

C. Approve an increase of \$1,014,900 to the previous appropriation of \$3,660,100 in Valley Local Transportation Funds for Contract No. 24-1003026 for the maintenance and fuel delivery, for a total amount of \$4,675,000.

***Background:***

The San Bernardino County Transportation Authority (SBCTA) released a Request for Information (RFI) in December 2020 to gather information that would assist SBCTA in the eventual procurement of a contractor to provide hydrogen fuel and associated infrastructure to support storage and fueling of the Zero Emission Multiple Unit (ZEMU) vehicle at the Arrow Maintenance Facility (AMF) site. The goal was to better understand the proposed approach from potential suppliers to meet the daily hydrogen demand, while considering AMF site constraints and technical requirements set out by the vehicle designer and SBCTA. Staff was interested in learning various contracting opportunities, including private partnerships, on fueling facilities. Consideration for future expansion and increase in daily hydrogen demand was also requested, as SBCTA's goal was to expand the ZEMU fleet. Eight firms responded to the RFI and the information was used to develop the scope of work relative to the fueling system and input to corresponding procurement documents.

On May 11, 2022, Request for Proposals (RFP) No. 22-1002700 was released seeking a contractor to design and install the hydrogen storage and transfer system to be used for the fueling of a single ZEMU rail vehicle operated during the testing & commissioning phase as well as during revenue service. On July 21, 2022, SBCTA received one proposal from Linde Engineering North America, LLC (Linde), and as required by procurement policy, a single bid memo was submitted to the Executive Director requesting approval to continue the procurement process with the one proposal. Due to only one proposal being received there was no Evaluation Committee; however, the procurement professional reviewed Linde's proposal for  
*Entity: San Bernardino County Transportation Authority*



responsiveness, and the Project Manager evaluated the proposal to ensure that the technical proposal met SBCTA requirements. Negotiations went on with Linde and at the February 1, 2023 Board meeting, staff recommended to the SBCTA Board to award Contract No. 22-1002700 to Linde Engineering; however, at the time of signing, Linde informed SBCTA staff due to upper management that was not involved in the initial negotiations, they could not accept the contract terms. In March 2023, after further negotiations, the parties were at an impasse and ended negotiations.

Given the single response to the original RFP, the project staff, with legal counsel and Procurement Manager's concurrence, concluded the RFP for the design and installation of a hydrogen fueling system could be a direct solicitation. On September 13, 2023, after reevaluating the project need and talking to multiple hydrogen fueling system providers, an RFP was sent to two firms, namely, Nikola Corporation and Air Liquide.

On October 26, 2023, Air Liquide submitted a response to the RFP; Nikola Corporation did not submit a response. Procurement reviewed Air Liquide's proposal and deemed it responsive.

The scope of this contract includes the design and installation of a mobile hydrogen fueling system that is capable of supplying fuel cell grade hydrogen to operate the ZEMU vehicle. The scope also includes maintenance of the installed system and hydrogen fuel delivery, including the lease of the temporary hydrogen fueling system to support testing and revenue service, while the liquid hydrogen mobile refueler is being designed and manufactured. The possibility of a lease to own approach may be necessary to meet the maintenance requirement for the hydrogen mobile refueler. The amount of delivered hydrogen will vary depending on actual consumption, estimated up to 92,000 kilograms per year.

The not-to-exceed amount of \$6,300,000 for the design, construction, and production of the hydrogen fueling system and a ten percent contingency in an amount not to exceed \$630,000 to cover unforeseen cost increases during construction is what is currently in the budget, which staff is seeking authorization for the Executive Director, or his designee, to negotiate up to.

Additionally, staff seeks authorization to negotiate and execute the maintenance and fuel delivery portion of the contract. The maintenance and fuel delivery period includes an initial term of three years and two one-year option terms. The cost for the maintenance and fuel delivery for the three years is estimated at \$2.70 million and \$1.975 million for the option years, roughly \$935,000 per year. This is an estimated value and may increase or decrease depending on the volume of hydrogen delivered/consumed.

The recommendation to the Board to authorize the Executive Director, or his designee, to negotiate and execute the contract is to allow time for negotiations and meet the Transit and Intercity Rail Capital Improvement Program (TIRCP) funding award deadline of December 31, 2023. The TIRCP funds are part of the original \$30 million allocated to the project. If SBCTA does not execute the contract by this date, the project may temporarily lose access to \$5,268,000 that will have to be reallocated by the California Transportation Commission before the contract can be executed. The December 31, 2023, deadline was a result of staff's previously requested maximum extension for the award deadline. Staff is concurrently

## Board of Directors Agenda Item

December 6, 2023

Page 3

working with the California Transportation Commission staff on options to retain the funds with the project.

***Financial Impact:***

This item is consistent with the Fiscal Year 2023/2024 Budget.

***Reviewed By:***

This item has not received prior policy committee or technical advisory committee review. This item is being brought directly to the SBCTA Board of Directors without prior Committee approval to ensure no further delay to the project and have hydrogen fuel available in time for the ZEMU arrival in spring of 2024. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft contract.

***Responsible Staff:***

Joy Buenaflor, Deputy Director of Transit & Rail Programs

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Approved  
Board of Directors  
Date: December 6, 2023

Witnessed By:

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San Bernardino County Transportation Authority

## Contract Summary Sheet

## General Contract Information

Contract No: 24-1003026 Amendment No.: \_\_\_\_\_  
 Contract Class: Payable Department: Transit  
 Vendor No.: TBD Vendor Name: Air Liquide Hydrogen Energy U.S., LLC. (H2E)  
 Description: Arrow Maintenance Facility Hydrogen Fuel Upgrade Project: Hydrogen Fuel System

List Any Related Contract Nos.: \_\_\_\_\_

## Dollar Amount

|  |           |                     |                                |           |                     |
|--|-----------|---------------------|--------------------------------|-----------|---------------------|
| Original Contract  | \$        | 9,000,000.00        | Original Contingency           | \$        | 630,000.00          |
| Prior Amendments   | \$        | -                   | Prior Amendments               | \$        | -                   |
| Prior Contingency Released                                     | \$        | -                   | Prior Contingency Released (-) |           |                     |
| Current Amendment  | \$        | -                   | Current Amendment              | \$        | -                   |
| <b>Total/Revised Contract Value</b>                            | <b>\$</b> | <b>9,000,000.00</b> | <b>Total Contingency Value</b> | <b>\$</b> | <b>630,000.00</b>   |
| <b>Total Dollar Authority (Contract Value and Contingency)</b> |           |                     |                                | <b>\$</b> | <b>9,630,000.00</b> |

## Contract Authorization

Board of Directors Date: 12/06/2023 Board Item # 9986

## Contract Management (Internal Purposes Only)

Capital Project Contracts

Sole Source? Yes

No Budget Adjustment

State/Local

Construction

N/A

## Accounts Payable

Estimated Start Date: 01/01/2024 Expiration Date: 03/25/2028 Revised Expiration Date: \_\_\_\_\_

NHS: N/AQMP/QAP: N/APrevailing Wage: No

|      |      |      |          |        |         |          |                   | Total Contract Funding: | Total Contingency: |
|------|------|------|----------|--------|---------|----------|-------------------|-------------------------|--------------------|
|      |      |      |          |        |         |          |                   | \$                      | \$                 |
| Fund | Prog | Task | SUD-Task | Object | Revenue | PA Level | Revenue Code Name |                         |                    |
| GL   | 2565 | 30   | 0315     | 0336   | 56550   | 42206506 | TIRCP             | 4,638,000.00            | 630,000.00         |
| GL   | 2830 | 30   | 0315     | 0371   | 56550   | 42214010 | HIPP MSRC         | 1,662,000.00            | -                  |
| GL   | 1040 | 30   | 0315     | 0371   | 53450   | 41200000 | LTF - Rail        | 2,700,000.00            | -                  |
| GL   |      |      |          |        |         |          |                   | -                       | -                  |
| GL   |      |      |          |        |         |          |                   | -                       | -                  |
| GL   |      |      |          |        |         |          |                   | -                       | -                  |
| GL   |      |      |          |        |         |          |                   | -                       | -                  |
| GL   |      |      |          |        |         |          |                   | -                       | -                  |
| GL   |      |      |          |        |         |          |                   | -                       | -                  |
| GL   |      |      |          |        |         |          |                   | -                       | -                  |
| GL   |      |      |          |        |         |          |                   | -                       | -                  |

Joy M. Buenaflor

Victor Lopez

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes: Expiration date is 450 days after NTP plus three years of maintenance and fuel delivery

Attachment: INCLUDE\_CSS 24-1003026 Air Liquide Hydrogen Energy U.S., LLC. (H2E) [Revision 2] (9886 : Award Contract No. 24-1003026 for

CONTRACT (24-1003026)

BY AND BETWEEN

San Bernardino County Transportation Authority

AND

*[Name of Contractor]*

FOR

Arrow Maintenance Facility Hydrogen Fuel Upgrade Project: Hydrogen Fuel System

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EXHIBIT A: SCOPE OF WORK  
EXHIBIT B: SPECIAL PROVISIONS  
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DRAFT

Attachment: Sample Contract (9886 : Award Contract No. 24-1003026 for AMF Hydrogen Fuel System)

This contract ("Contract") is effective on the Effective Date as defined herein, by and between San Bernardino County Transportation Authority ("SBCTA"), whose address is 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715, and [ ] ("CONTRACTOR") whose address is [ ]. SBCTA and CONTRACTOR are each a "Party" and collectively the "Parties" herein.

#### RECITALS:

**WHEREAS**, SBCTA has determined that it requires a hydrogen fueling system that will fuel a zero-emission multiple unit rail vehicle operated for the purposes of testing and commissioning and revenue transit service; and

**WHEREAS**, the Work to be performed by CONTRACTOR pursuant to the Contract (the "Work") cannot be performed by the employees of SBCTA; and

**WHEREAS**, CONTRACTOR has certified that they have the requisite personnel, experience, materials, and equipment and is fully capable and qualified to perform all Work described herein identified herein; and

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

**NOW, THEREFORE**, the Parties hereto agree as follows:

#### ARTICLE 1. INTRODUCTION

- 1.1. The work to be performed under this Contract is described in Attachment A to Exhibit A, entitled "Scope of Work", and the CONTRACTOR's Approved Cost Proposal dated (Insert Date) (Attachment B to Exhibit A). If there is any conflict between the Approved Cost Proposal and the Contract Articles, the Contract Articles take precedence.
- 1.2. CONTRACTOR 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 CONTRACTOR. CONTRACTOR 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 CONTRACTOR.
- 1.3. CONTRACTOR and the agents and employees of CONTRACTOR, 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 CONTRACTOR, 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 CONTRACTOR as provided herein shall be in compensation for all of CONTRACTOR's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
- 1.7. The Project Manager for this Contract is Joy Buenaflor, or such other designee as shall be designated in written notice to CONTRACTOR 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 DOCUMENTS**

21. The complete Contract includes all of the following Contract Documents: (i) this Contract and the Exhibits; (ii) the Request for Proposals ("RFP") dated September 13, 2023; (iii) the CONTRACTOR'S Proposal dated [DATE]; (iv) the Labor Surcharge and Equipment Rental Rates in effect on the date the Work is accomplished; (vi) Addenda Nos. [IF APPLICABLE]; and (vii) Performance and Payment Bonds.
22. This Contract, including all of the Contract Documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the agreement between SBCTA and CONTRACTOR and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Contract shall not affect the validity of other terms or conditions.
23. SBCTA's failure to insist in any one or more instances upon the performance of any terms or conditions of this Contract shall not be construed as a waiver or relinquishment of SBCTA's right to such performance by CONTRACTOR or to future performance of such terms or conditions and CONTRACTOR's obligation in respect thereto shall continue in full force and effect. CONTRACTOR shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the Work, and the general and local conditions, which can affect the Work or the cost thereof. Any failure by CONTRACTOR to do so will not relieve it from responsibility for successfully performing the Work without additional expense to SBCTA.
24. SBCTA assumes no responsibility for any understanding or representations concerning conditions made by any of its officers, employees or agents prior to the execution of this Contract, unless such understanding or representations by SBCTA are expressly stated in this Contract.
25. Time shall be of the essence hereunder; but CONTRACTOR shall perform Work

hereunder only to the minimum extent consistent with requirements herein.

26. Changes to any portion of this Contract shall not be binding upon SBCTA except when specifically confirmed in writing by an authorized representative of SBCTA and issued in accordance with the provisions of this Contract.

### **ARTICLE 3. BONDS**

31. CONTRACTOR will furnish a Payment bond, in the form provided by SBCTA in the RFP, in an amount equal to one hundred percent (100%) of the Contract Price, as well as a bond securing faithful performance of all of CONTRACTOR's obligations under the Contract, in an amount equal to one hundred percent (100%) of the Contract Price; said bonds to be secured from a surety company and in a form satisfactory to SBCTA within ten (10) working days of the date of SBCTA's delivery to CONTRACTOR the Notice of Award this Contract and prior to the commencement of Work under this Contract. Notwithstanding any other provision set forth in this Contract, performance by a Surety or Guarantor of any obligation of CONTRACTOR shall not relieve CONTRACTOR of any of its obligations thereunder.
32. If the Contract Price is increased in connection with a change order, SBCTA may, in its sole discretion, require a corresponding increase in the amount of the performance and payment bonds or new bonds covering the change order.

### **ARTICLE 4. CONTRACTOR'S REPORTS OR MEETINGS**

- 4.1. CONTRACTOR shall submit progress reports at least once a month. The report should be sufficiently detailed for SBCTA to determine if CONTRACTOR 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.
- 4.2. CONTRACTOR's Project Manager shall meet with SBCTA, as needed, to discuss progress on the Contract.

### **ARTICLE 5. PROMPT PAYMENT/RETENTION**

CONTRACTOR is required to pay all subcontractors for satisfactory performance of their Work no later than 7 days from the date CONTRACTOR receives payment from SBCTA. SBCTA shall hold retainage from CONTRACTOR of five percent (5%) from each Milestone payment invoice and shall make prompt acceptances, as determined by SBCTA, of the Work and pay retainage to the CONTRACTOR based on these acceptances. The CONTRACTOR or subcontractor(s) shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for Work satisfactorily completed and accepted including incremental acceptances of portions of the contract Work. Any delay or postponement of payment may take place only for good cause and with SBCTA's prior written approval. Any violation of these provisions shall subject CONTRACTOR to the penalties, sanctions, and other remedies specified in section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit

or impair any contractual, administrative or judicial remedies otherwise available to the CONTRACTOR or subcontractor in the event of: a dispute involving late payment or nonpayment by the CONTRACTOR; deficient subcontractor performance; and/or non-compliance by a subcontractor. This Article applies to DBE and non-DBE sub-contractors.

## **ARTICLE 6. COMPENSATION**

61. SBCTA agrees to pay, and CONTRACTOR agrees to accept as full payment for the Work outlined in the Contract documents, an amount not to exceed the sum of (\$[]) (the "Contract Price"), including without limitation any compensation due for unit price work which shall be calculated as the actual number of such units performed multiplied by the unit price, subject to additions and deductions, in accordance with said documents, including, for certainty, reductions if SBCTA elects not to exercise the optional term extensions provided for during the Maintenance and Fuel Delivery Period.
62. Progress payments shall be made in accordance with the Milestone Payment Schedule, Attachment B to the Special Provision. Milestone payment amounts shall not exceed ninety-five percent (95%) of either the pro-rata amount of Work completed as of the Milestone payment date, or of the full payment amount at time of completion. Payment requests shall not be deemed properly completed unless certified payrolls and any other mandatory submittals have been properly completed and submitted for each week worked during the time period covered by said payment request. Final payment to be made after acceptance of the Project.
63. Pursuant to California Public Contract Code section 22300, CONTRACTOR has the option to deposit securities with an Escrow Agent acceptable to SBCTA as a substitute for retention earnings required to be withheld. Alternatively, CONTRACTOR may submit a written request to SBCTA, who shall make payments of the retention amount directly to the Escrow Agent. The market value of the securities deposited at the time of substitution shall be at least equal to the cash amount required to be withheld as retention under this Contract. CONTRACTOR shall be responsible for paying all fees incurred by the Escrow Agent in administering the Escrow Account. Securities eligible for investment under this section shall include those listed in section 16430 of the Government Code.
64. In addition, on any partial payment made after 95 percent of the Work has been completed, SBCTA may reduce the amount withheld from payment pursuant to the requirements of this Article to such lesser amount as SBCTA determines is adequate security for the fulfillment of the balance of the Work and other requirements of the contract, but in no event will that amount be reduced to less than 125 percent of the estimated value of the Work yet to be completed as determined by the Engineer. A reduction in retention will only be made upon the written request of the Contractor and shall be approved in writing by the surety on

the performance bond and by the surety on the payment bond. The approval of the surety shall be submitted to SBCTA and the signature of the person executing the approval for the surety shall be properly acknowledged and the power of attorney authorizing the person to give that consent must either accompany the document or be on file with SBCTA.

65. Failure by SBCTA to pay amount in dispute shall not alleviate, diminish or modify in any respect the CONTRACTOR's obligation to achieve final acceptance of and all work in accordance with the contract documents, and CONTRACTOR shall not cease or slow down its performance under this Contract on account of any such amount in dispute. CONTRACTOR shall proceed as directed by SBCTA pending resolution of dispute. Upon resolution of dispute, each party shall promptly pay any amount owing.

#### **ARTICLE 7. TAXES, DUTIES AND FEES**

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

#### **ARTICLE 8. AVAILABILITY OF FUNDS**

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

#### **ARTICLE 9. PERMITS AND LICENSES**

CONTRACTOR agrees that he/she is currently the holder of a valid license as a CONTRACTOR in the State of California and that the license is the correct class of license for the Work described in the project plans and specifications. CONTRACTOR further agrees to maintain license through the entire duration of Contract without additional compensation from SBCTA. CONTRACTOR also agrees to keep current all permits required throughout the duration of the Project.

#### **ARTICLE 10. DOCUMENTATION AND RIGHT TO AUDIT**

CONTRACTOR shall provide SBCTA and its authorized representatives or agents access to CONTRACTOR's records which are directly related to this Contract for the purpose of inspection, auditing or copying. CONTRACTOR shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, except in the



event of litigation or settlement of claims arising out of this Contract, in which case CONTRACTOR agrees to maintain records through the conclusion of all such litigation, appeals or claims related to this Contract. CONTRACTOR further agrees to maintain separate records for costs of Work performed by Change Order. CONTRACTOR shall allow SBCTA, its representatives and agents to reproduce any materials as reasonably necessary.

#### **ARTICLE 11. SCHEDULE**

- 11.1. CONTRACTOR agrees to complete the Work, including commissioning and training, within 450 calendar days from written Notice To Proceed (NTP) and as stipulated in the Special Provisions. CONTRACTOR shall incur no costs (excluding insurance and bonds) and shall not perform or furnish any Work, services or equipment under this Contract, unless and until SBCTA has issued a written NTP.
- 11.2. Conditions precedent to SBCTA issuing said NTP are CONTRACTOR furnishing the bonds as set forth in ARTICLE 3 and certificates of insurance as set forth in ARTICLE 22. CONTRACTOR shall furnish said documents within ten (10) calendar days (excluding Saturdays, Sundays and legal holidays) after notification of contract award from SBCTA.
- 11.3. Within ten (10) calendar days after receipt of written NTP, CONTRACTOR shall provide any construction schedules as required by SBCTA.
- 11.4. If at any time the critical path schedule reflects negative 30 or a greater negative number of days of total float, then CONTRACTOR, within five (5) days after CONTRACTOR first becomes aware of such schedule delay, shall prepare and submit to SBCTA for review and approval a Recovery Schedule demonstrating CONTRACTOR's proposed plan to regain lost schedule progress and to achieve the original Milestones in accordance with this Contract. SBCTA shall notify CONTRACTOR within ten (10) days after receipt of each such Recovery Schedule whether the schedule is deemed accepted or rejected. Within three (3) days after SBCTA's rejection of the schedule, CONTRACTOR will resubmit a revised Recovery Schedule incorporating SBCTA's comments. When SBCTA accepts CONTRACTOR's Recovery Schedule, CONTRACTOR shall, within five (5) days after SBCTA's acceptance, incorporate and fully include such schedule into the Project Schedule and deliver it to SBCTA.
- 11.5. All costs incurred by CONTRACTOR in preparing, implementing and achieving the Recovery Schedule shall be borne by CONTRACTOR and shall not result in a change to the Contract Price.
- 11.6. In the event that CONTRACTOR fails to provide an acceptable Recovery Schedule within thirty (30) days of CONTRACTOR's receipt of a notice to do so, CONTRACTOR shall have no right to receive progress payments until CONTRACTOR has prepared and SBCTA has approved such Recovery Schedule.

**ARTICLE 12. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY**

121. CONTRACTOR's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONTRACTOR has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and 2 California Code of Regulations Section 8103. CONTRACTOR agrees to comply with the Equal Employment Opportunity (EEO) provisions of this Article.
122. CONTRACTOR will work with SBCTA in carrying out EEO obligations and in SBCTA's review of CONTRACTOR'S activities under the Contract.
123. CONTRACTOR will accept as its operating policy the following statement:
- "It is the policy of this company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."
124. EEO Officer: CONTRACTOR will designate and submit to SBCTA in writing the EEO Officer who will have the responsibility for, and must be capable of, effectively administering and promoting an active CONTRACTOR program of EEO, and who must be assigned adequate authority and responsibility to do so.
125. Dissemination of Policy: All employees of the CONTRACTOR who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the CONTRACTOR's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- 12.5.1 Periodic meetings of supervisory and personnel office employees will be conducted before the start of Work and then not less often than once every six months, at which time the CONTRACTOR's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- 12.5.2 All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the CONTRACTOR's EEO obligations, within thirty days following their reporting for duty with the CONTRACTOR.
- 12.5.3 All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the CONTRACTOR's procedures for

locating and hiring minority group employees.

- 12.5.4 Notices and posters setting forth the CONTRACTOR's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- 12.5.5 CONTRACTOR's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- 126. Recruitment: When advertising for employees, CONTRACTOR will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
  - 12.6.1 CONTRACTOR will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, CONTRACTOR will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to CONTRACTOR for employment consideration.
  - 12.6.2 In the event CONTRACTOR has a valid bargaining agreement providing for exclusive hiring hall referrals, it is expected to observe the provisions of that agreement to the extent that the system permits CONTRACTOR's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the CONTRACTOR to do the same, such implementation violates Executive Order 11246, as amended.)
  - 12.6.3 CONTRACTOR will encourage its present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
- 127. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
  - 12.7.1 CONTRACTOR will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
  - 12.7.2 CONTRACTOR will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage

practices.

- 12.7.3 CONTRACTOR will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the CONTRACTOR will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- 12.7.4 CONTRACTOR will promptly investigate all complaints of alleged discrimination made to the CONTRACTOR in connection with its obligations under this Contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the CONTRACTOR will inform every complainant of all avenues of appeal.
- 128. Training and Promotion: CONTRACTOR will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
  - 12.8.1 Consistent with CONTRACTOR's work force requirements and as permissible under Federal and State regulations, the CONTRACTOR shall make full use of training programs, i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
  - 12.8.2 CONTRACTOR will advise employees and applicants for employment of available training programs and entrance requirements for each.
  - 12.8.3 CONTRACTOR will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
- 129. Unions: If CONTRACTOR relies in whole or in part upon unions as a source of employees, CONTRACTOR will use its best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by CONTRACTOR either directly or through a CONTRACTOR's association acting as agent will include the procedures set forth below:
  - 12.9.1 CONTRACTOR will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority

group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

- 12.9.2 CONTRACTOR will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- 12.9.3 CONTRACTOR is to obtain information as to the referral practices and policies of the labor union, except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to CONTRACTOR, CONTRACTOR shall so certify to SBCTA and shall set forth what efforts have been made to obtain such information.
- 12.9.4 In the event the union is unable to provide CONTRACTOR with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, CONTRACTOR will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which CONTRACTOR has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents CONTRACTOR from meeting these obligations, such CONTRACTOR shall immediately notify SBCTA.
- 12.10. CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall notify all potential subcontractors and suppliers of the EEO obligations under this Contract. Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, shall have equal opportunity to compete for and perform subcontracts the CONTRACTOR enters into pursuant to this contract. CONTRACTOR will use its best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. CONTRACTOR shall obtain lists of DBE construction firms from SBCTA. CONTRACTOR will use its best efforts to ensure subcontractor compliance with their EEO obligations.
- 12.11. Records and Reports: CONTRACTOR shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three (3) years following completion of the contract Work and shall be available at reasonable times and places for inspection by authorized



representatives of SBCTA. The records kept by the CONTRACTOR shall document the following: The number of minority and non-minority group members and women employed in each work classification on the project; the progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; the progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and the progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

- 12.12. CONTRACTOR will submit an annual report to SBCTA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract Work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, CONTRACTOR will be required to collect and report training data.

#### **ARTICLE 13. CONFLICT OF INTEREST**

CONTRACTOR agrees that it presently has no interest, financial or otherwise, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Work required under this Contract or to be contrary to the interests of SBCTA as to the Project. CONTRACTOR further agrees that in the performance of this Contract, no person having any such interest shall be employed. CONTRACTOR is obligated to fully disclose to SBCTA, in writing, conflict of interest issues as soon as they are known to CONTRACTOR.

#### **ARTICLE 14. REPRESENTATIONS**

All Work supplied by CONTRACTOR under this Contract shall be supplied by personnel who are qualified, careful, skilled, experienced and competent in their respective trades or professions. CONTRACTOR agrees that the Work performed shall conform to all drawings, plans and specifications herein.

#### **ARTICLE 15. CONFIDENTIALITY**

- 15.1. Except as reasonably necessary for the performance of Work, CONTRACTOR agrees that it, its employees, agents, and subcontractors will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONTRACTOR from or through SBCTA in connection with CONTRACTOR's performance of this Contract, unless (a) the information was known to CONTRACTOR prior to obtaining same from SBCTA, or (b) the information was obtained at the time of disclosure to CONTRACTOR, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONTRACTOR or its employees, agents, or subcontractors, or (c) the information was obtained by CONTRACTOR from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONTRACTOR's knowledge and belief, the right to disclose the same. Any



materials and information referred to in this Article which are produced by CONTRACTOR for SBCTA in the performance and completion of CONTRACTOR's Work under this Contract shall be kept confidential until released in writing by SBCTA, except to the extent such materials and information become a part of public domain information through no fault of CONTRACTOR, or its employees or agents.

- 152. CONTRACTOR shall not use SBCTA's name or photographs of the Project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 153. All press releases relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by the Parties.
- 154. CONTRACTOR, its employees, agents and subconsultants shall ensure that all Sensitive Security Information ("SSI") is secured and only accessible to individuals with a true business need for access. Contractor shall destroy all SSI when it is no longer needed. The destruction method shall render the SSI unreadable. Contractor agrees that they will not release SSI to anyone but employees, agents and subcontractors, with a business need to access it, without the express written consent of SBCTA's General Counsel.

## **ARTICLE 16. TERMINATION**

### **16.1. Termination for Convenience**

- 16.1.1 SBCTA shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONTRACTOR specifying the date of termination. On the date of such termination stated in said notice, CONTRACTOR shall promptly discontinue performance of the 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.
- 16.1.2 CONTRACTOR shall deliver to SBCTA all deliverables prepared by CONTRACTOR or its subcontractors or furnished to CONTRACTOR by SBCTA. Upon such delivery, CONTRACTOR may then invoice SBCTA for payment in accordance with the terms herein.
- 16.1.3 If CONTRACTOR has fully and completely performed all obligations under this Contract up to the date of termination, CONTRACTOR shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the contract cost and a pro rata share of any fixed fee, for such [Work]<sup>1</sup> satisfactorily executed to the date of termination.

<sup>1</sup> NTD: Propose defining this through reference to Exhibit C (Scope of Work).

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

16.2. Termination for Cause

1621 In the event CONTRACTOR shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONTRACTOR or a receiver shall be appointed on account of its solvency, or if CONTRACTOR shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) business days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have: (a) hold in abeyance further payments to CONTRACTOR; (b) stop any Work of CONTRACTOR or its subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONTRACTOR specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the deliverables and finish Services by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONTRACTOR shall not be considered to be a waiver of any subsequent default of CONTRACTOR, nor be deemed to waive, amend, or modify any term of this Contract.

1622 CONTRACTOR shall deliver to SBCTA all finished and unfinished products prepared under this Contract by CONTRACTOR or its subcontractors or furnished to CONTRACTOR by SBCTA within ten (10) working days of said notice.

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

**ARTICLE 17. STOP WORK ORDER**

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

**ARTICLE 18. CHANGE IN TERMS**

- 18.1. This Contract may be amended or modified only by mutual written agreement of the Parties.
- 18.2. CONTRACTOR shall only commence Work covered by an amendment after the amendment is executed and the NTP has been provided by SBCTA's Procurement Manager.
- 18.3. There shall be no change in CONTRACTOR'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 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.

## ARTICLE 19. CLAIMS

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

Per Public Contract Code (PCC) §9204:

- (a) *The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.*
- (b) *Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.*
- (c) *For purposes of this section:*
  - (1) *"Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:*
    - (A) *A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.*
    - (B) *Payment by the public entity of money or damages arising from Work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.*
    - (C) *Payment of an amount that is disputed by the public entity.*
  - (2) *"Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions*

*Code who has entered into a direct contract with a public entity for a public works project.*

(3)

*(A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.*

*(B) “Public entity” shall not include the following:*

*(i) The Department of Water Resources as to any project under the jurisdiction of that department.*

*(ii) The Department of Transportation as to any project under the jurisdiction of that department.*

*(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.*

*(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.*

*(v) The Military Department as to any project under the jurisdiction of that department.*

*(vi) The Department of General Services as to all other projects.*

*(vii) The High-Speed Rail Authority.*

*(4) “Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.*

*(5) “Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.*

(d)

(1)

*(A) Upon receipt of a claim pursuant to this section, the public entity to*

*which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.*

*(B) The claimant shall furnish reasonable documentation to support the claim.*

*(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.*

*(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.*

(2)

*(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.*

*(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in*



*writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.*

*(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.*

*(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.*

*(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.*

*(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.*

*(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.*

*(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for Work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor*



*did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.*

*(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.*

*(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.*

*(g) This section applies to contracts entered into on or after January 1, 2017.*

*(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.*

*(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.<sup>5</sup>*

## **ARTICLE 20. DISPUTES**

20.1. In the event any dispute, other than 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 Executive Director within thirty (30) calendar days after notice thereof in writing which shall include a particular statement of the grounds of the dispute. If the CONTRACTOR does not agree with the decision, then CONTRACTOR shall have ten (10) calendar days after receipt of the decision in which to file a written appeal thereto with SBCTA's Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONTRACTOR, then such dispute may be reviewed by a court of competent jurisdiction.

20.2. During resolution of the dispute, CONTRACTOR shall proceed with performance of the Contract with due diligence.

## **ARTICLE 21. AUDIT REVIEW PROCEDURES**

21.1. 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.

21.2. Not later than 30 days after issuance of final audit report, CONTRACTOR may request a review by SBCTA's Chief Financial Officer of unresolved audit issues.

The request for review must be submitted in writing.

- 21.3. Neither the pendency of a dispute nor its consideration by SBCTA will excuse CONTRACTOR from full and timely performance in accordance with the terms of this Contract.

## **ARTICLE 22. INSURANCE**

### **22.1. General Insurance Obligations**

#### **22.1.1 Policies and Coverage**

- a. The CONTRACTOR will purchase and continuously maintain in full force and effect the insurance coverages specified in this ARTICLE 22. Except as otherwise set forth in this ARTICLE 22, coverage will be maintained from and after the Contract Date through the expiration of the statute of limitations periods, or such time as may be specifically by SBCTA in this agreement.
- b. All limits of liability set forth in this ARTICLE 22 in U.S. dollars. 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, which approval will not be unreasonably withheld

#### **22.1.2 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 ARTICLE 22 are adequate to protect the CONTRACTOR against its undertakings under this Contract or its liability to any third party, nor will they preclude the SBCTA from taking any actions as are available to it under this Contract or otherwise at law.

#### **22.1.3 Non-Limitation of Insurance Requirements**

- a. 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.
- b. 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.

- c. With the exception of any railroad protective liability insurance (RRPL) 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.
- d. The CONTRACTOR acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which requires 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.

#### 22.1.4 No Recourse

Except to the extent expressly provided otherwise in the Contract, CONTRACTOR shall have no recourse against the SBCTA for payment of premiums, deductibles, or other amounts with respect to the insurance the CONTRACTOR is required to provide under this Contract.

#### 22.1.5 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 this ARTICLE 22.

#### 22.1.6 Required Endorsements or Policy Provisions

All insurance policies that the CONTRACTOR is required to provide under this Contract will contain provisions or be endorsed to comply with the following requirements:

- a. 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 10 10 01, CG 20 37 10 01 and CG 20 38, to name San Bernardino County Transportation Authority, Southern California Regional Rail Authority, South Coast Air Quality Management District (SCAQMD) (All insurance certificates for SCAQMD shall be mailed to: SCAQMD, 21865 Copley Drive, Diamond Bar, CA 91765-4178, Attention: Cynthia Ravenstein, MSRC Contracts Administrator. **The SCAQMD Agreement Number must be included on the face of the certificate.**), BNSF Railway Company, and their officers, directors, members, employees, agents and volunteers, as additional insureds (“Additional Insureds”). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONTRACTOR under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability but shall allow coverage for SBCTA to the full extent provided by the policy.

- b. For claims and losses covered by the insurance required under this Contract, said insurance coverage shall be endorsed as the primary insurance with respect to the insureds, additional insureds, and their respective members, directors, officers, employees, agents, and consultants. Any insurance or self-insurance beyond that required in this Contract that is maintained by an Indemnified Party, their directors, officers, employees, agents, or consultants will be excess of such insurance and will not contribute with it.
- c. With the exception of professional liability, the insurance will apply separately to each insured and additional insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
- d. Each insurance policy required under this Contract will be endorsed to state that coverage will not be canceled or non-renewed except after providing the SBCTA thirty (30) days’ prior written notice (or ten (10) days’ prior written notice in the case of cancellation for non-payment of premium), so long as such endorsement will not include any limitation of liability of the insurer for failure to provide such notice.
- e. All endorsements that add insureds to required “ policies will provide additional insureds with coverage for ‘completed operations’” or a separate endorsement providing such coverage must be added to the policy, where appropriate based on policy type.

Each policy will provide coverage on an “occurrence” basis and not a

“claims made” basis (with the exception of professional liability and pollution liability), and no policy issued on an occurrence basis will have any sunset clause requiring reporting within a specified period of time, except as specified for the pollution liability policies.

- f. All insurance policies except professional liability policies that are required to insure Persons (whether as named or additional insureds) in addition to the CONTRACTOR will be written or endorsed so that no acts or omissions of an insured will vitiate coverage of the other insureds, including any additional insureds.
- g. Without limiting the foregoing, any failure on the part of a named insured to comply with reporting provisions or other conditions of the insurance policies, any breach of warranty, any action or inaction of a named insured or others, any misrepresentation, act or omission of the named insured, or any change in ownership of all or any portion of the Project will not affect coverage provided to the other named insureds or additional insureds (and their respective members, directors, officers, employees, agents and consultants).
- h. Policies shall not contain any provision or exclusion (including any so-called “insured versus insured” exclusion or “cross-liability” exclusion) the effect of which would be to prevent, bar, or otherwise preclude any additional insured under the policy from making a claim which would otherwise be covered by such policy.
- i. Regardless of the allowance of exclusions or deductibles by SBCTA, CONTRACTOR shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONTRACTOR will pay, and shall require its sub-contractors to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA’s Risk Manager. Without SBCTA’s Risk Manager’s expressed written approval no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONTRACTOR shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONTRACTOR shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, in its sole discretion, deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation,



to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONTRACTOR. The CONTRACTOR's policies will neither obligate nor prohibit SBCTA, or any other Additional Insured, from paying any portion of any CONTRACTOR's deductible or SIR.

#### 22.1.7 Waivers

- a. To the fullest extent permitted by law, CONTRACTOR hereby waives all rights of recovery under subrogation (Waiver of Subrogation) against the Additional Insureds named herein, and any other contractor, subcontractor or sub-subcontractor performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONTRACTOR shall require similar written express waivers and insurance clauses from each of its subcontractors of every tier. CONTRACTOR shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONTRACTOR from waiving the right of subrogation prior to a loss or claim.
- b. The CONTRACTOR agrees to pay for the repair or restoration of the Project caused by "Acts of God" (as defined pursuant to California Public Contract Code Section 7105) and waives the limitation on CONTRACTOR's responsibility of such costs set forth in California Public Contract Code 7105, and hereby agrees to (i) obtain insurance to indemnify the SBCTA for any and all costs of repairing and restoring the Project, up to full contract value, which coverage shall insure against "Acts of God" (as defined pursuant to California Public Contract Code Section 7105); and (ii) furnish evidence of satisfactory insurance coverage to the SBCTA as provided for under this Exhibit. The CONTRACTOR may satisfy the coverages required under this section through the builder's risk coverage required to be provided under this ARTICLE 22.

#### 22.1.8 Verification of Coverage

##### a. CONTRACTOR Policies

Prior to its commencement of the issuance of any Notice to Proceed (NTP) by SBCTA, the CONTRACTOR will:



- i. Provide 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, and these shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONTRACTOR shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.
- ii. cause each Subcontractor to provide certificates of insurance and amendatory endorsements affecting coverage required by this ARTICLE 22 and maintain such evidence until the fifth anniversary of the expiration of the conclusion of this contract, at which time the CONTRACTOR will forward to the SBCTA all collected evidence of insurance relating to the Project, or copies thereof; and
- iii. permit, and cause each Subcontractor to permit, SBCTA to inspect any insurance policies that have not been delivered to SBCTA; except that this requirement will not apply to the corporate or practice professional liability insurance policies of design Subcontractors. SBCTA has no duty to pay or perform under this Contract until such evidence of insurance, in compliance with all requirements of this ARTICLE 22, has been provided.

b. **Renewal Policies**

The CONTRACTOR will promptly deliver to the SBCTA evidence of insurance with respect to each renewal policy as necessary to demonstrate the maintenance of the required insurance coverages for the terms specified in this Contract. Such evidence will be delivered to the SBCTA not less than fifteen (15) days prior to the expiration date of any policy, or such shorter period as approved in

advance by the SBCTA.

#### 22.1.9 Review of Coverage

- a. SBCTA may at any time review the coverage, form, and amount of insurance required under this ARTICLE 22, and may require the CONTRACTOR to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk that exists at that time.
- b. SBCTA may change the insurance coverages and limits required under this ARTICLE 22 by notice to the CONTRACTOR, whereupon the CONTRACTOR will, within sixty (60) days of such notice date, procure the additional and/or modified insurance coverages. Upon such change any additional cost from such change will be paid by the SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Change Order.

#### 22.1.10 Notice of Prosecution of Claims

- a. SBCTA may submit the Indemnified Parties' claims and tenders of defense and indemnity under applicable insurance policies. Unless otherwise directed by the SBCTA by notice with respect to the Indemnified Parties' insurance claims, the CONTRACTOR will report and process all potential claims by the Indemnified Parties or the CONTRACTOR against the insurance policies.
- b. The CONTRACTOR agrees to report timely to the insurer(s) under such policies any and all matters that may give rise to an insurance claim by the CONTRACTOR or the Indemnified Parties, and to promptly and diligently pursue such insurance claims in accordance with the claims procedures specified in such policies, whether for defense or indemnity or both.
- c. The CONTRACTOR will enforce all legal rights against the insurer under the applicable insurance policies and applicable Law in order to collect thereon, including pursuing necessary litigation and enforcement of judgments.
- d. The CONTRACTOR will immediately provide notice to SBCTA, and thereafter keep SBCTA fully informed, of any incident, claim, or other matter of which the CONTRACTOR becomes aware that involves or could conceivably involve an Indemnified Party as a defendant. The CONTRACTOR will cooperate with SBCTA and will require its liability insurers to agree in writing to work with SBCTA to assure compliance with all requirements of the California Government Claims Acts, Government Code Sections 910, 911,

912, 913, 945, and 946, regarding timely response to claims.

- e. SBCTA will promptly provide notice to the CONTRACTOR of SBCTA's incidents or potential claims against SBCTA or any Indemnified Party, of which SBCTA is actually aware, that may give rise to an Indemnified Party insurance claim or to a right of defense and indemnification. Delivery of any such notice will constitute a tender of such Indemnified Party's defense of the claim to the CONTRACTOR and the insurer under any applicable insurance policies.
- f. SBCTA will cooperate with the CONTRACTOR as necessary for the CONTRACTOR to fulfill its duties under this Contract, including providing the CONTRACTOR a copy of all written materials SBCTA receives asserting a claim against SBCTA that is subject to defense by an insurer under an insurance policy or by the CONTRACTOR.
- g. If an insurer providing any of the insurance policies required under this ARTICLE 22 becomes the subject of bankruptcy proceedings, becomes insolvent, or is the subject of an order or directive given by any Governmental Entity, including the State, limiting the insurer's business activities, the CONTRACTOR will promptly secure alternative coverage that complies with the insurance requirements in this ARTICLE 22, so as to avoid any lapse in insurance coverage.

#### 22.1.11 The CONTRACTOR's Failure to Comply

- a. If the CONTRACTOR fails to provide and maintain insurance as required in this Contract, then SBCTA may purchase such insurance or suspend the CONTRACTOR's right to proceed with the Work until proper evidence of insurance is provided, and any such purchase or suspension will not give rise to any CONTRACTOR right to make claims for increases to the Contract Price or extensions of the Contract deadlines.
- b. Any amounts paid by SBCTA (plus an administrative charge equal to ten percent (10%) of the cost) will, at SBCTA's sole option, be deducted from amounts payable to the CONTRACTOR or reimbursed by the CONTRACTOR upon demand.
- c. If on account of the CONTRACTOR's failure to comply with the provisions of this ARTICLE 22, SBCTA is adjudged to be responsible for all or any portion of a judgment, loss, or settlement (through admission or stipulation by the CONTRACTOR or court decision) that would have been covered by insurance but for non-compliance with this ARTICLE 22, then any loss or damage

SBCTA sustains by reason thereof will be borne by the CONTRACTOR, and the CONTRACTOR will immediately pay the same to SBCTA, upon receipt of notice and evidence of such loss or damage.

- d. The CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of SBCTA to inform the CONTRACTOR of non-compliance with any requirement imposes no additional obligations on SBCTA nor does it waive any rights under this Contract.

#### 22.1.12 Subcontractor Insurance Requirements

- a. In circumstances where Subcontractor acts or omissions are not covered by the CONTRACTOR-provided insurance, including automobile liability, the CONTRACTOR will cause each Subcontractor to provide insurance that complies with the requirements for the CONTRACTOR-provided insurance in this ARTICLE 22.
- b. Except as otherwise specified in this ARTICLE 22, the CONTRACTOR has sole responsibility for determining the limits of coverage required to be obtained by Subcontractors, which determination will be made in accordance with reasonable and prudent business practices and appropriate for the work to be done.
- c. The CONTRACTOR will cause each such Subcontractor to include the Indemnified Parties as additional insureds under such Subcontractor's general liability and umbrella liability insurance policies.
- d. If requested by SBCTA, the CONTRACTOR will promptly provide certificates of insurance evidencing coverage for each Subcontractor. SBCTA may directly contact Subcontractors of any tier in order to verify the coverages required to be provided under this section. The CONTRACTOR's determination of such insurance will not be interpreted as relieving the CONTRACTOR or its insurer of any liability otherwise imposed on the CONTRACTOR or its insurers under this Contract.

#### 22.2. Insurance Required During the Design and Construction Period

CONTRACTOR shall obtain and keep in force, or cause to be obtained and kept in force, throughout the Design and Construction Period, the following insurance coverages:

##### 22.2.1 Builder's Risk

- a. A builder's risk (course of construction) insurance policy, is required for any construction activities, covering all real and personal property related to the construction of the Project, including during testing and commissioning, whether on the Site, in transit, or at an off-site location, including all materials, supplies, machinery, fixtures and equipment intended to become a permanent part of the Project or for permanent use in the Project or incidental to the construction; foundations, including pilings, but excluding normal settling, shrinkage, or expansion; all temporary structures at the Sites that are to be used in or incidental to the fabrication, erection, testing, or completion of the Project to the extent the cost thereof is included in the Work, while on or about the Site awaiting or during construction. The policy may be a CONTRACTOR corporate policy or a stand-alone policy as long as the requirements of this ARTICLE 22 are met.
- b. The named insured shall be the CONTRACTOR and the additional insureds shall be all Subcontractors (excluding those solely responsible for design) of any tier, suppliers, SBCTA, and the Indemnified Parties. The status of the insureds under this requirement shall not be limited by the phrase "as their interests may appear" or similar language.
- c. The builder's risk policy shall:
  - i. be written on a replacement cost basis with no coinsurance clauses or penalties, insuring against "all risks" of direct physical loss or damage, including loss or damage by fire, collapse, lightning, windstorm, tornado, flood, earth movement, hail, explosion, riot, vandalism and malicious mischief, civil commotion, aircraft, vehicle impact, terrorism (both domestic and foreign acts of terrorism), smoke, and such other risks as are usual to a similarly situated project, with a minimum limit equal to the construction (including installation of equipment and tanks) activity value, plus 20%;
  - ii. during any period of exposure to loss of property in transit, shall cover transit, including ocean marine (unless insured by the supplier or through a separate marine cargo policy), with sub-limits sufficient to insure the full replacement value of any key

equipment item;

- iii. cover physical damage arising because of faulty workmanship, nonconforming work, or materials;
- iv. cover ensuing loss from design error not otherwise excluded (LEG 3);
- v. cover water damage and flood, with a sublimit of no less than \$500,000.
- vi. cover physical damage resulting from machinery accidents and operational testing but excluding normal and natural wear and tear, corrosion, erosion, inherent vice or latent defect in the machinery;
- vii. cover demolition and debris removal coverage, with a sublimit of no less than twenty-five percent (25%) of the loss insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project;
- viii. cover increased cost for repair, rebuilding or reconstruction of damaged property due to enforcement of any law or ordinance with a sublimit of no less than \$1,000,000, including professional fees with a sublimit of no less than \$100,000;

#### 22.2.2 Commercial General Liability.

- a. 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.
- b. The commercial general liability policy shall:
  - i. have a limit for any one occurrence or claim of not less than \$5,000,000 per occurrence and a \$5,000,000 annual general aggregate and completed operations aggregate, applicable solely to the construction of the Project;
  - ii. by endorsement or otherwise, provide a designated aggregate limit solely for the Project using ISO form CG 25 03 05 09 or equivalent form, unless a project-



- specific insurance policy is purchased.
- iii. have no “contractor’s limitation” endorsements, as that term is defined, as of the date of this Agreement, in the Glossary of Insurance and Risk Management Terms published by the International Risk Management Institute, that have not been reviewed and approved by SBCTA, including endorsements that limit coverage for earth movement or subsidence.
  - iv. have no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under an insured contract;
  - v. have no exclusion for professional services except the latest ISO form CG 22 79 or CG 22 80 or both; and
  - vi. include products and completed operations liability coverage for a period of not less than 10 years following the final payment from SBCTA to the contractor under this contract.
- c. Completed operations coverage shall extend for as long as there is any exposure to liability under a statute of repose or any other applicable statute, either through continuous maintenance of completed operations coverage in the CONTRACTOR’s corporate insurance program or by purchase of extended completed operations for a project-specific policy. If coverage is maintained by continuous renewal, each subsequent general liability insurance policy issued through the statute of repose period, commencing with Final Completion, shall be endorsed with ISO form CG 20 37 10 01, or the equivalent, with the Indemnified Parties scheduled as additional insureds.

#### 22.2.3 Commercial Umbrella/Excess Liability

- a. A policy or policies of commercial umbrella/excess liability insurance covering bodily injury, personal injury, property damage, and advertising injury liability coverage at least as broad as the primary coverages set forth above with limits of not less than \$5,000,000 per occurrence and general aggregate. There shall also be a project-specific products and completed operations aggregate of not less than \$5,000,000. Coverage may be arranged in any combination or structure so that total required limits of liability are met. The CONTRACTOR may use its corporate insurance program

or a combination of corporate insurance and stand-alone policies to meet this requirement provided that the limits available for this Project are not subject to erosion by losses on other projects not related to this Project.

- b. The commercial umbrella/excess liability insurance policy shall:
  - i. follow form to all underlying primary policies, including coverage in the excess liability policies for insureds covered under the primary policies and the provision of completed operations coverage to the additional insured Indemnified Parties;
  - ii. have concurrency of effective dates with primary policies;
  - iii. include “pay on behalf of” wording as opposed to reimbursement;
  - iv. apply as excess over commercial general liability insurance, and may apply as excess over commercial automobile liability insurance and employer’s liability insurance; and
  - v. include a drop down feature requiring the policy to respond in the event that any primary insurance limits are exhausted or for occurrences covered by an umbrella policy but not covered in the underlying insurance.

#### 22.2.4 Commercial Automobile Liability

- a. A commercial automobile liability policy with limits of liability of not less than \$5,000,000 combined single limit for the CONTRACTOR and Subcontractors. Each policy shall cover accidental death, bodily injury, and property damage liability arising from the ownership, maintenance, or use of all owned, non-owned, and hired vehicles connected with performance of the Work, including loading and unloading. The CONTRACTOR’s auto liability policies shall cover “any auto” (“symbol 1”).
- b. For the CONTRACTOR and any Subcontractor of any tier that is or will be involved in any way with the transportation of Hazardous Materials using a covered vehicle(s), pollution liability coverage at least as broad as that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided and the automobile liability insurance policies shall be endorsed to include Motor Carrier Act Endorsement-Hazardous

materials clean up (MCS-90).

- c. The policy shall be scheduled under the umbrella liability policies. Umbrella liability policies shall cover “any auto” (“symbol 1”).

#### 22.2.5 Worker’s Compensation and Employer’s Liability.

Worker’s compensation and employer’s liability insurance for CONTRACTOR and Subcontractors as required by applicable Law, and employer’s liability insurance having coverage limits of \$1,000,000 for each accident, \$1,000,000 for disease (each employee), and \$1,000,000 for disease (policy limit). The CONTRACTOR and/or Subcontractor, whichever is the applicable employer, shall be the named insured on these policies. The workers' compensation policies shall provide a provision extending coverage to all states operations on an “if any” basis.

#### 22.2.6 Professional Liability Insurance

Professional liability errors and omissions insurance, in one or more project-specific policies, at CONTRACTOR’s discretion, which shall:

- a. cover claims for liability for providing professional services by the CONTRACTOR and any Subcontractor;
- b. be in an amount not less than \$2,000,000 per claim and in the aggregate;
- c. cover the performance of design work or other professional services in connection with the Project and shall be fully retroactive to the first date any such design work was performed, with no exclusion for prior acts applying to any pre-award professional services provided by any insured; and
- d. have an extended reporting period, or be renewed to be continuous for a period, of not less than five years after Final Completion.

#### 22.2.7 Pollution Liability

- a. A contractor's pollution liability insurance policy with a total limit of liability of no less than \$3,000,000 per claim, or per occurrence, and \$3,000,000 in the aggregate per policy period. Each of the Indemnified Parties shall be an additional insured.
- b. If the contractor's pollution liability policy is written on a “claims made” basis, the policy shall be continuously renewed for ten years after Final Completion, with a retroactive date on or before the first date of any Work performed under this Contract, or shall have an extended reporting period of no less than 10 years from Final Completion.

- c. The contractor's pollution liability shall:
- i. cover sums that the insured becomes legally obligated to pay to a third party or for the investigation, removal, remediation (including associated monitoring) or disposal of soil, surface water, groundwater or other contamination to the extent required by environmental laws (together "clean-up costs") caused by pollution conditions resulting from covered operations, including bodily injury, property damage (including natural resource damages), clean-up costs, and legal defense costs;
  - ii. cover claims related to pollution conditions to the extent such are caused (A) by the performance of Work, (B) by transportation, including loading and unloading, by owned and non-owned vehicles and/or (C) by other activities performed by or on behalf of CONTRACTOR that occur on the Project;
  - iii. have no exclusions or limitations for loss occurring over water including but not limited to a navigable waterway;
  - iv. apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants; and
  - v. contain a severability provision.

#### 22.2.8 Railroad Protective Liability

- a. The CONTRACTOR shall provide Rail Road Protective Liability and any additional RRPL coverage as may be required pursuant to any Third-Party Agreement or otherwise as a condition of the railroad's consent for entry into railroad facilities or property. The RRPL policy shall be issued in the name of the railroad owners and/or Operator.
- b. Each such policy shall include railroad protective liability insurance naming Southern California Regional Rail Authority (SCRRA) operating as Metrolink as the insured party with limits of not less than \$3,000,000 per occurrence and \$6,000,000 in aggregate or, if higher, such other limits as required by the railroad in connection with the Work and the Project.
- c. Such policy shall be effective during the period any Work is being performed within fifty (50) feet of any railroad right of way. The job location and work to be completed must be specifically defined in the declarations. Any policy exclusion from the railroad protective

liability insurance must be accepted by the relevant railroad and otherwise covered through the CONTRACTOR's commercial general liability policy or in other appropriate policies and/or through other relevant policies.

#### 22.2.9 Cyber Liability

A cyber policy meeting the requirements of Section 22.3.5 from the date on which the CONTRACTOR commences testing and commission of fueling infrastructure.

### 22.3. Insurance Required During the Maintenance and Fuel Delivery Period

CONTRACTOR shall obtain and keep in force, or cause to be obtained and kept in force, throughout the Maintenance and Fuel Delivery Period the following insurance coverage:

#### 22.3.1 Commercial General Liability

- a. A Commercial general liability insurance policy insuring against liability of CONTRACTOR with respect to the Project or arising out of the Work, written on an occurrence basis. Coverage shall be at least as broad as the broadest available version of Insurance Services Office form CG 00 01.
- b. The commercial general liability policy shall:
  - i. apply separately for each insured against whom a claim is made or a lawsuit is brought, subject only to the insurance policy limits of liability; and
  - ii. have coverage for any one occurrence or claim of not less than \$5,000,000, which requirement may be met by any combination of primary and excess coverage so long as the excess coverage is written on a "follow form" basis. Exclusions are prohibited for work within 50 feet of a railroad.

#### 22.3.2 Commercial Umbrella/Excess Liability

If the CONTRACTOR elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:

- a. The umbrella or excess policy shall follow form over the CONTRACTOR'S primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
- b. The umbrella or excess policy shall not contain any restrictions or

exclusions beyond what is contained in the primary policy.

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

#### 22.3.3 Commercial Automobile Liability

- a. A commercial automobile liability policy with limits of liability of not less than \$5,000,000 combined single limit for the CONTRACTOR and Subcontractors. Each policy shall cover accidental death, bodily injury, and property damage liability arising from the ownership, maintenance, or use of all owned, non-owned, and hired vehicles connected with performance of the Work, including loading and unloading. The CONTRACTOR's auto liability policies shall cover "any auto" ("symbol 1").
- b. The policy shall be scheduled under the umbrella liability policies. Umbrella liability policies shall cover "any auto" ("symbol 1").

#### 22.3.4 Worker's Compensation and Employer's Liability.

Worker's compensation and employer's liability insurance as required by applicable Law, and employer's liability insurance having coverage limits of \$1,000,000 for each accident, \$1,000,000 for disease (each employee), and \$1,000,000 for disease (policy limit).

#### 22.3.5 Cyber Liability

A cyber policy, which shall include:

\$2,000,000 limit with first party coverage for direct loss and out of pocket expenses incurred by the CONTRACTOR for business income/extra expense resulting from an interruption or suspension of computer systems due to a network security breach including other system failures; data recovery for costs to restore, recreate, or recollect data and other intangible assets that are corrupted or destroyed; data breach response and crisis management for costs resulting from a network security or privacy breach including forensics, notification, credit monitoring, call center, and public relations; and cyber extortion and ransomware; and

- a. third party coverage for defense and liability incurred due to alleged harm caused to others by the CONTRACTOR and/or



subcontractors, including privacy liability; security liability; privacy regulatory defense, awards, penalties and fines; media liability; and technology products and services errors and omissions, if not otherwise provided in the professional liability policy; and

- b. coverage for acts by foreign sponsored governments, organizations and/or entities.

#### 22.3.6 Railroad Protective Liability

- a. The CONTRACTOR shall provide Rail Road Protective Liability and any additional RRPL coverage as may be required pursuant to any Third-Party Agreement or otherwise as a condition of the railroad's consent for entry into railroad facilities or property.
- b. Each such policy shall include railroad protective liability insurance naming Southern California Regional Rail Authority (SCRRA) operating as Metrolink as the insured party with limits of not less than \$3,000,000 per occurrence and \$6,000,000 in aggregate or, if higher, such other limits as required by the railroad in connection with the Work and the Project.
- c. Such policy shall be effective during the period any Work is being performed within fifty (50) feet of any railroad right of way. The job location and work to be completed must be specifically defined in the declarations. Any policy exclusion from the railroad protective liability insurance must be accepted by the relevant railroad and otherwise covered through the CONTRACTOR 's commercial general liability policy or in other appropriate policies and/or through other relevant policies.

#### 22.3.7 Professional Liability Insurance

Professional liability errors and omissions insurance, in one or more project-specific policies, covering loss resulting from errors and omissions in the rendering of or failure to render professional services which comprise part of the Work performed during the Maintenance and Fuel Delivery Period, in an amount not less than \$5,000,000 per claim and in the aggregate.

#### 22.3.8 Pollution Liability

- a. A contractor's pollution liability insurance policy with a total limit of liability of no less than \$3,000,000 per claim, or per occurrence, and \$3,000,000 in the aggregate per policy period. Each of the Indemnified Parties shall be an additional insured.
- b. If the contractor's pollution liability policy is written on a "claims

made” basis, the policy shall be continuously renewed for ten years after Final Completion, with a retroactive date on or before the first date of any Work performed under this Contract, or shall have an extended reporting period of no less than 10 years from Final Completion.

- c. The contractor's pollution liability shall:
  - i. cover sums that the insured becomes legally obligated to pay to a third party or for the investigation, removal, remediation (including associated monitoring) or disposal of soil, surface water, groundwater or other contamination to the extent required by environmental laws (together “clean-up costs”) caused by pollution conditions resulting from covered operations, including bodily injury, property damage (including natural resource damages), clean-up costs, and legal defense costs;
  - ii. cover claims related to pollution conditions to the extent such are caused (A) by the performance of Work, (B) by transportation, including loading and unloading, by owned and non-owned vehicles and/or (C) by other activities performed by or on behalf of CONTRACTOR that occur on the Project;
  - iii. have no exclusions or limitations for loss occurring over water including but not limited to a navigable waterway;
  - iv. apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants; and
  - v. contain a severability provision.

## ARTICLE 23. INDEMNITY

- 23.1. To the extent, but only to the extent, that CONTRACTOR’s Work falls within the scope of Civil Code Section 2782.8, the following indemnification is applicable:

CONTRACTOR shall indemnify and defend (with legal counsel reasonably approved by SBCTA) San Bernardino County Transportation Authority, Southern California Regional Rail Authority, South Coast Air Quality Management District (SCAQMD) (All insurance certificates for SCAQMD shall be mailed to: SCAQMD, 21865 Copley Drive, Diamond Bar, CA 91765-4178, Attention: Cynthia Ravenstein, MSRC Contracts Administrator. **The SCAQMD Agreement Number must be included on the face of the certificate.**), BNSF Railway Company, and their officers, directors, members, employees, agents and volunteers (collectively, the “Indemnified Parties”) 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. In no event shall the cost to defend charged to CONTRACTOR exceed the CONTRACTOR's proportionate percentage of fault.

- 23.2. CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by SBCTA) and hold harmless the Indemnified Parties from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors, or omissions of any person and for any costs or expenses incurred by the Indemnified Parties on account of any claim except where such indemnification is prohibited by law. To the extent permitted by law, CONTRACTOR's duties to defend and indemnify shall apply regardless of the existence or degree of fault of any of the Indemnified Parties. The duty of CONTRACTOR and its insurers to provide a defense shall be immediate upon receipt of a written tender of defense from any of the Indemnified Parties, notwithstanding any subsequent allocation of defense costs that may be required by law. CONTRACTOR's indemnification obligation applies to the "passive" negligence of any of the Indemnified Parties, but does not apply to the "sole" or "active" negligence or "willful misconduct" of any of the Indemnified Parties within the meaning of Civil Code section 2782.

#### **ARTICLE 24. OWNERSHIP OF DATA, DELIVERABLES AND OTHER DOCUMENTS**

- 24.1. All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by CONTRACTOR under this Contract shall become the property of SBCTA when prepared, whether delivered to SBCTA or not, and shall be furnished with unlimited rights and, as such, shall be free from proprietary restriction except as elsewhere authorized in this Contract. CONTRACTOR further agrees that it shall have no interest or claim to such finished, SBCTA-owned, technical data; furthermore, said data is subject to the provisions of the Public Records Act.
- 24.2. It is expressly understood that any title to preliminary technical data is not passed to SBCTA but is retained by CONTRACTOR. Preliminary data includes roughs, visualizations, software design documents, layouts and comprehensives prepared by CONTRACTOR solely for the purpose of demonstrating an idea or message for SBCTA's acceptance before approval is given for preparation of finished artwork.
- 24.3. The originals of all letters, documents, reports and other products and data produced under this Contract shall be delivered to, and become the property of SBCTA. Copies may be made for CONTRACTOR'S records but shall not be furnished to others without written authorization from SBCTA. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by SBCTA.

#### **ARTICLE 25. RECORD AND INSPECTION AND AUDITING**

- 25.1. SBCTA, or any of its designees, representatives or agents, shall at all times have access during normal business hours to CONTRACTOR's operations and products wherever they are in preparation or progress, as well as CONTRACTOR's books, records, data and documents, and CONTRACTOR shall provide sufficient, safe and proper facilities for such access and inspection thereof. Inspection or lack of inspection by SBCTA shall not be deemed to be a waiver of any of its rights to require CONTRACTOR to comply with the Contract or to subsequently reject any unsatisfactory Work or products.
- 25.2. CONTRACTOR shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during CONTRACTOR's performance hereunder and for a period of four (4) years from the date of final payment by SBCTA, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case CONTRACTOR agrees to maintain same until SBCTA, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. SBCTA's right to audit books and records directly related to this Contract shall also extend to all first-tier subcontractors. CONTRACTOR shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.
- 25.3. CONTRACTOR shall, without charge, replace any material or correct any workmanship found by SBCTA not to conform to the requirements of this Contract, unless in the public interest SBCTA consents to accept such material or workmanship with an appropriate adjustment in the price of this Contract. CONTRACTOR shall promptly segregate and remove rejected material from the premises.
- 25.4. CONTRACTOR shall furnish promptly, without additional charge, all facilities, labor, equipment and material reasonably needed for performing such safe and convenient inspection and test as may be required by SBCTA. All inspections and tests by SBCTA shall be performed in such manner as to not unnecessarily delay the Work. SBCTA reserves the right to charge to CONTRACTOR any additional cost of inspection or test when material or workmanship is not ready at the time specified by CONTRACTOR for inspection or test or when reinspection or retest is necessitated by prior rejection.
- 25.5. If CONTRACTOR does not promptly replace rejected material or correct rejected workmanship, SBCTA (1) may, by agreement or otherwise, replace such material or correct such workmanship and charge the cost thereof to CONTRACTOR, or (2) may terminate CONTRACTOR's right to proceed in accordance with ARTICLE 16.
- 25.6. Should it be considered necessary or advisable by SBCTA at any time before

acceptance of the entire Work to make an examination of Work already completed, by removing or tearing out same, CONTRACTOR shall, on request, promptly furnish all necessary facilities, labor and material. If such Work is found to be defective or nonconforming in any material respect, due to the fault of CONTRACTOR or its subcontractors, CONTRACTOR shall pay all costs of such examination and of satisfactory reconstruction. If, however, such Work is found to meet the requirements of this Contract, an equitable adjustment shall be made in the Contract Price to compensate CONTRACTOR for the additional services involved in such examination and reconstruction and, if completion of the Work has been delayed thereby, it shall in addition, be granted a suitable extension of time.

- 25.7. Unless otherwise provided in this Contract, acceptance by SBCTA shall be made as promptly as practicable after completion and inspection of all Work required by this Contract, or that portion of the Work that SBCTA determines can be accepted separately. Acceptance shall be final and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud or as regards SBCTA's rights under the warranty provisions set forth herein.

#### **ARTICLE 26. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

- 26.1. CONTRACTOR 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.
- 26.2. CONTRACTOR 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.
- 26.3. Any costs for which payment has been made to CONTRACTOR 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 CONTRACTOR to SBCTA.
- 26.4. All subcontracts in excess of \$25,000 shall contain the above provision.

#### **ARTICLE 27. CONTINGENT FEE**

CONTRACTOR warrants by execution of this Contract that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, SBCTA has the right to 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 28. INDEPENDENT CONTRACTOR**



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

#### **ARTICLE 29. ATTORNEY'S FEES**

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

#### **ARTICLE 30. GOVERNING LAW AND VENUE**

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

#### **ARTICLE 31. FEDERAL, STATE AND LOCAL LAWS**

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

#### **ARTICLE 32. PRECEDENCE**

In case of a discrepancy among the Contract Documents, the order of precedence shall be as noted in the Special Provisions.

#### **ARTICLE 33. COMMUNICATIONS AND NOTICES**

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



SBCTA of any changes within ten (10) business days of the change.

|                          |   |
|--------------------------|---|
| To: The CONTRACTOR       | To: SBCTA   |
|                          | 1170 W. 3 <sup>rd</sup> Street, 2 <sup>nd</sup> Floor |
|                          | San Bernardino, CA 92410-1715                         |
| Attn:                    | Attn: Joy M. Buenaflor –<br>jbuenaflor@gosbcta.com    |
| 2 <sup>nd</sup> Contact: | Cc: Shaneka Morris, Procurement Manager               |
| Email:                   | Email: SMorris@gosbcta.com                            |
| Phone:                   | Phone: (909) 884-8276                                 |

#### **ARTICLE 34. LIQUIDATED DAMAGES**

Should CONTRACTOR fail to complete all Work required to achieve each of the Key Milestones (as defined below) by the target date specified in the Milestone Payment Schedule, Attachment B to the Special Provisions, including any written authorized changes, the actual damages to SBCTA for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, CONTRACTOR shall pay SBCTA the sum of **Two Thousand Eight Hundred Dollars (\$2,800.00)** per each calendar day of delay as identified in the weekly statement of working days issued by SBCTA. SBCTA shall not withhold liquidated damages if the delay is determined by SBCTA to be excusable under the force majeure provision of the Contract. SBCTA may extend the period of performance of this Contract when in its sole judgment, sufficient justification to do so. The “Key Milestones” shall include: (a) Completion of Equipment Drawings & Permit Pack (Item B.1.3 in Attachment B to the Special Provisions); (b) Completion of Construction (Item B.1.5 in Attachment B to the Special Provisions); and (c) Completion of Commissioning and Training (Item B.1.6 in Attachment B to the Special Provisions).

#### **ARTICLE 35. ASSIGNMENT**

CONTRACTOR agrees not to sell, transfer, or otherwise dispose of any contract part either voluntarily or by operation of law without prior written consent from SBCTA.

CONTRACTOR understands that SBCTA may assign the Maintenance and Fuel Delivery portion of this contract to SCRRA as the operator and maintainer of the hydrogen vehicle.

#### **ARTICLE 36. SUBCONTRACTS**

36.1. CONTRACTOR shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the Work in accordance with the Contract requirements, and is in charge of all construction operations (regardless of who performs the Work), and (b) such other of its own organizational resources (supervision, management, and engineering services) as SBCTA determines is necessary to assure the performance of the Contract.

36.2. No portion of the Contract shall be sublet, assigned or otherwise disposed of except

with the prior written consent of SBCTA or authorized representative, and such consent when given shall not be construed to relieve CONTRACTOR of any responsibility for the fulfillment of the contract. Written consent will be given only after SBCTA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. CONTRACTOR does not have the right to make any substitutions of any subcontractor listed in its Bid, except in accordance with the State of California Public Contract Code, section 4100 et. seq. SBCTA's consent to substitution shall not be deemed to relieve CONTRACTOR of its obligation to fully comply with the requirements of this Contract. CONTRACTOR shall be responsible for all acts and omissions of its employees, subcontractors and their employees. CONTRACTOR is responsible for coordinating all Work performed by the subcontractors. SBCTA reserves the right, but not the obligation, to review the subcontractor agreements for this project and to require any modifications so as to conform to the requirements set forth in this Contract.

#### **ARTICLE 37. SUBCONTRACTING**

- 37.1. Nothing contained in this Contract or otherwise shall create any contractual relation between SBCTA and any subcontractor(s), and no subcontract shall relieve CONTRACTOR of its responsibilities and obligations hereunder. CONTRACTOR agrees to be fully responsible to SBCTA for the acts and omissions of its subcontractor(s) and of persons directly employed by CONTRACTOR. CONTRACTOR's obligation to pay its subcontractor(s) is independent of SBCTA's obligation to make payments to the CONTRACTOR.
- 37.2. CONTRACTOR 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.
- 37.3. CONTRACTOR shall pay its subcontractor(s) within ten (10) calendar days from receipt of each payment made to CONTRACTOR by SBCTA.
- 37.4. 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 subcontractors.
- 37.5. Any substitution of subconsultants must be approved in writing by SBCTA prior to the start of Work by the subcontractor.

#### **ARTICLE 38. EQUIPMENT PURCHASE**

- 38.1. Prior authorization in writing by SBCTA shall be required before CONTRACTOR enters into any unbudgeted purchase order or subcontract exceeding \$5,000 for supplies, equipment, or contractor services. CONTRACTOR shall provide an evaluation of the necessity or desirability of incurring such costs.
- 38.2. When seeking SBCTA's prior written authorization for purchase of any item,

service or consulting work not covered in CONTRACTOR's Cost Proposal and exceeding \$5,000, CONTRACTOR must submit three competitive quotations with the request, or the absence of bidding must be adequately justified.

383. Any equipment purchased as a result of this Contract is subject to the following: "CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR elects to keep the equipment, fair market value shall be determined at CONTRACTOR'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 CONTRACTOR. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by SBCTA."

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

#### **ARTICLE 39. COORDINATION WITH OTHER CONTRACTS**

SBCTA may undertake or award other contracts for Work, and CONTRACTOR shall cooperate fully with the other CONTRACTOR's and SBCTA's employees or agents and carefully fit its own Work to such additional Work as may be directed by SBCTA. CONTRACTOR shall not commit or permit any act which will interfere with the performance of Work by any other contractor or by SBCTA.

#### **ARTICLE 40. SELF-HELP**

- 40.1. Without limiting any other rights of SBCTA under this Contract, if SBCTA reasonably believes that it needs to take action as a result of: an emergency having occurred, including as a result of a threat to the health or safety of any person, the environment or built improvements, the community or property; a CONTRACTOR default having occurred and not having been cured; the CONTRACTOR having failed to timely comply with its obligations to remedy defects or related to its maintenance and fuel delivery obligations; or any other failure by the CONTRACTOR to comply with a material term of this Contract then, subject to prior notice (to the extent reasonably practicable under the circumstances), SBCTA may but is not required to take any action, including through direct intervention in the work and the Project, as it deems reasonably necessary, and the CONTRACTOR will use reasonable efforts to give all necessary assistance to SBCTA while it is taking such action.
402. If SBCTA takes any such self-help action, other than as a result of an emergency,

any costs and expenses of SBCTA incurred in taking, or as a result of taking, such action will be payable by the CONTRACTOR to SBCTA upon request.

#### **ARTICLE 41. SET-OFF**

- 41.1. SBCTA will have the right to retain, out of any payment due to CONTRACTOR under this Contract, an amount sufficient to satisfy any amount due and owing to SBCTA by the CONTRACTOR on this Contract or any other agreement between the CONTRACTOR and SBCTA. SBCTA may also withhold payment on any invoice in accordance with the liquidated damages provision, if any, or in the amount of its actual damages when the CONTRACTOR is in default under any provision of this Contract, or when SBCTA determines that the schedule cannot be met and an extension of time is not warranted.
- 41.2. SBCTA may also withhold payment when payment from the CONTRACTOR is due in connection with indemnification or any other agreement between the CONTRACTOR and SBCTA. This right to withhold payments will continue until such time as SBCTA has been made whole.

#### **ARTICLE 42. PREVAILING WAGE REQUIREMENTS**

- 42.1. CONTRACTOR shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the Work.
- 42.2. Any subcontract entered into as a result of this Contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

#### **ARTICLE 43. SAFETY**

- 43.1. In the performance of this Contract, CONTRACTOR shall comply with all applicable federal, State, and local laws governing safety, health, and sanitation. CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions, according to established industry standards, or as SBCTA may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the Work covered by the contract. It is a condition of this Contract, and shall be made a condition of each subcontract which the CONTRACTOR enters into pursuant to this Contract, that CONTRACTOR and any subcontractor shall not permit any employee, in performance of this Contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under California Occupational Safety and Health Act of 1973.
- 43.2. It is a condition of this Contract that the Director of Industrial Relations or authorized representative thereof shall have right of entry to any site of Contract

performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under California Occupational Safety and Health Act of 1973.

#### **ARTICLE 44. DISADVANTAGED BUSINESS ENTERPRISE**

Though no DBE goal is set for this Project, SBCTA encourages participation from small and Disadvantaged Business Enterprise (DBE). Firms interested in the DBE program may contact Shaneka Morris, Procurement Manager at (909) 884-8276.

#### **ARTICLE 45. NONSEGREGATED FACILITIES**

- 45.1. CONTRACTOR, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. CONTRACTOR agrees that a breach of this certification is a violation of the EEO provisions of this Contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- 45.2. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time-clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g., disabled parking).
- 45.3. CONTRACTOR agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

#### **ARTICLE 46. GRATUITIES**

CONTRACTOR, its employees, agents or representatives shall not offer or give to an officer, official or employee of SBCTA, gifts, entertainment, payments, loans or other gratuities to influence the award of a contract or obtain favorable treatment under a contract.

#### **ARTICLE 47. CONVICT LABOR**

In connection with the performance of Work under this Contract, CONTRACTOR agrees not to employ any person undergoing sentence of imprisonment at hard labor. This Article does not include convicts who are on parole or probation.

#### **ARTICLE 48. INSPECTION OF SITE**



CONTRACTOR acknowledges that it has investigated and satisfied itself as to the conditions affecting the Work including, but not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electricity and roads, and uncertainties of weather, river stages, tides or similar conditions at the site, the conformation and conditions of the ground, and the character of equipment and facilities needed preliminary to and during prosecution of the Work. CONTRACTOR fully acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by SBCTA, as well as from information presented by the drawings and specifications made a part of this Contract. Any failure by CONTRACTOR to acquaint itself with the available information from SBCTA will not relieve the CONTRACTOR from responsibility.

#### **ARTICLE 49. CLEAN WATER REQUIREMENTS**

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Porter-Cologne Water Quality Control Act (California Water Code §§13000 et seq.) and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et. seq. CONTRACTOR shall report each violation to SBCTA and understands and agrees that SBCTA will in turn report each violation as required to assure notification to the Regional Water Quality Control Board. CONTRACTOR shall include this requirement in every subcontract.

#### **ARTICLE 50. DRUG FREE WORKPLACE**

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

#### **ARTICLE 51. NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code Section 10296, CONTRACTOR 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 CONTRACTOR within the immediately preceding two-year period, because of CONTRACTOR's failure to comply with an order of a federal court that orders CONTRACTOR to comply with an order of the National Labor Relations Board.

#### **ARTICLE 52. EVALUATION OF CONTRACTOR**

CONTRACTOR's performance may be evaluated by SBCTA. A copy of the evaluation will be sent to CONTRACTOR 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 53. RESPONSIBILITY OF CONTRACTOR**

- 53.1. CONTRACTOR 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 CONTRACTOR under the Contract. The Contract includes reference to the appropriate standards for



design or other standards for Work performance stipulated in the Contract.

- 53.2. In addition to any other requirements of this Contract or duties and obligations imposed on CONTRACTOR by law, CONTRACTOR shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the Project and the Work performed by CONTRACTOR within the areas of CONTRACTOR's expertise. 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 CONTRACTOR observe, encounter, or identify any unusual circumstances or uncertainties which could pose potential risk to SBCTA or the Project, CONTRACTOR shall immediately document such matters and notify SBCTA in writing. CONTRACTOR shall also similarly notify SBCTA 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.
- 53.3. When a modification to a construction contract is required because of an error or deficiency in the design Work provided under this Contract, CONTRACTOR shall be responsible for any and all additional costs associated with the construction contract or the construction of the Project.
- 53.4. SBCTA shall advise CONTRACTOR 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 CONTRACTOR.
- 53.5. CONTRACTOR 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.
- 53.6. As applicable, the responsible consultant/engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, certify as-built drawings, and where appropriate, indicate his/her California registration or license number. CONTRACTOR, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. CONTRACTOR agrees that a breach of

this certification is a violation of the EEO provisions of this Contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

#### **ARTICLE 54. TECHNICAL DIRECTION**

- 54.1. Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager, identified in Section 1.7 of this Contract. The term "Technical Direction" is defined to include, without limitation:
  - 54.1.1 Directions to CONTRACTOR which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Work;
  - 54.1.2 Provision of written information to CONTRACTOR which assists in the interpretation of drawings, reports, or technical portions of the Scope of Work described herein.
  - 54.1.3 Review and, where required by the Contract, approval of technical reports, drawings, specifications and technical information to be delivered by CONTRACTOR to SBCTA under the Contract.
  - 54.1.4 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 CONTRACTOR. All administrative modifications shall be documented in writing between the Parties.
- 54.2. 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:
  - 54.2.1 Increases or decreases the Scope of Work; Increases or decreases the Scope of Work;
  - 54.2.2 Directs CONTRACTOR to perform Work outside the original intent of the Scope of Work;
  - 54.2.3 In any manner causes an increase or decrease in the Contract price as identified in this Contract, or the time required for Contract performance unless expressly authorized by SBCTA policy;
  - 54.2.4 Changes any of the expressed terms, conditions or specifications of the Contract, unless identified herein;

54.2.5 Interferes with the CONTRACTOR's right to perform the terms and conditions of the Contract; or;

54.2.6 Approves any demand or claim for additional payment.

54.3. Failure of CONTRACTOR and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken, shall be subject to the provisions of the "DISPUTES" Article herein.

54.4. All Technical Direction shall be issued in writing by SBCTA's Project Manager..

54.5. CONTRACTOR shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONTRACTOR, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in 27.2.1 through 27.2.6, CONTRACTOR shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from the CONTRACTOR, SBCTA shall:

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

54.5.2 Advise CONTRACTOR within a reasonable time whether SBCTA will or will not issue a written amendment.

## **ARTICLE 55. 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, CONTRACTOR shall notify SBCTA in writing in advance and shall submit justifications (including proposed substitutions, resumes and payroll information to support any changes to the labor 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. CONTRACTOR shall not substitute any Key Personnel without the prior written consent of SBCTA. In the event that the Parties cannot agree as to the substitution of Key Personnel, SBCTA may terminate the Contract. Key Personnel are:

| <b>Name</b> | <b>Job Classification/Function</b> |
|-------------|------------------------------------|
|             |                                    |
|             |                                    |
|             |                                    |
|             |                                    |
|             |                                    |

## **ARTICLE 56. REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATION**

CONTRACTOR 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 57. ERRORS AND OMISSIONS**

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

## **ARTICLE 58. WARRANTY**

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

## **ARTICLE 59. SEVERABILITY**

The partial or complete invalidity of any one or more of the provisions of this Contract shall not affect the validity or continuing force and effect of any other provision.

## **ARTICLE 60. FORCE MAJEURE**

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

## **ARTICLE 61. INCORPORATION OF RECITALS**

The Recitals stated above are true and correct and are hereby incorporated into this Contract.

## **ARTICLE 62. ENTIRE DOCUMENT**

- 621. 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.
- 622. No agent, official, employee or representative of SBCTA has any authority to bind SBCTA to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONTRACTOR hereby stipulates that it has not relied, and will not rely, on same.
- 623. 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 63. 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 64. EFFECTIVE DATE**

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

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

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

**Contractor Name**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Name  
Title

By: \_\_\_\_\_  
Raymond W. Wolfe  
Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

\_\_\_\_\_  
License Number

By: \_\_\_\_\_  
Julianna K. Tillquist  
General Counsel

\_\_\_\_\_  
Federal Employer Identification  
Number

Date: \_\_\_\_\_

**CONCURRENCE**

By: \_\_\_\_\_  
Shaneka M. Morris  
Procurement Manager

Date: \_\_\_\_\_



## 1. GENERAL SCOPE OF SERVICES

SBCTA intends to implement a new Hydrogen Refueling System (HFS) to support integration of a Zero Emission Multiple Unit (ZEMU) rail vehicle (while still considering options for future scalability to fuel a larger fleet of ZEMU vehicles) in the southwestern portion of their existing Arrow Maintenance Facility (AMF) site. The HFS will be a mobile refueling and hydrogen storage system for liquid hydrogen and include all necessary equipment to meet refueling requirements for the ZEMU vehicle. The scope of services also includes all required civil and safety improvements to the site to meet all applicable codes and standards, including obtaining permits with local authorities having jurisdiction (AHJ). An award is anticipated for the HFS based on the evaluation of proposals submitted for this Request for Proposal (RFP).

This RFP Scope of Services covers the hydrogen storage and transfer system to fuel a single ZEMU rail vehicle during testing & commissioning, and revenue transit service. The HFS will be located on site in an outdoor location and will be required to meet the technical requirements as defined in this request. This RFP provides for the furnishing of the following for a complete assembled HFS:

- I. Engineering design
- II. Labor
- III. Equipment and materials (mobile unit to be purchased by SBCTA as part of the overall contract. Any temporary refueling equipment needed on a short-term basis can be leased to SBCTA in the interim)
- IV. Construction/Fabrication
- V. Permitting and approvals
- VI. Hydrogen fuel supply and delivery
- VII. Site civil work (bollards, local power connections, pavement markings, grounding of fueling unit, safety upgrades etc. as required for safe operations)
- VIII. Startup, testing and commissioning
- IX. Ongoing facility maintenance and technical support
- X. Training to SCRRA Maintenance and Operations staff on fueling operations and basic maintenance

Contractor shall respond to this RFP by clearly identifying their proposed overall approach and scope of hydrogen supply as well as any exceptions to the requirements that will not be met in their proposal. In addition, the Contractor should also clearly outline any proposed innovations or alternative solutions to meet hydrogen demand of the ZEMU vehicle if applicable. The HFS will need to meet the requirements for one single ZEMU vehicle per the technical specifications set out in this RFP.

Contractor shall provide a narrative in its Proposal of its general approach to management oversight of the Project during the Design & Construction (D&C) and Maintenance and Fuel Delivery Period. In addition, the Contractor shall prepare and submit with its Proposal an anticipated schedule for design phase activities, including design development, drawing submittal, equipment sizing and specifications, and purchase and delivery of all major components and significant bulk materials. Contractor shall also prepare and submit with its proposal a construction/installation schedule, including anticipated manpower loading. Upon award of the Project, the Contractor's schedule will be reviewed and commented upon by SBCTA before approval. Throughout the Project's phases, the Contractor will be expected to provide routine project management and schedule reporting.

## 2. MATERIALS AND SERVICES TO BE FURNISHED BY THE CONTRACTOR

Contractor shall provide all engineering design, labor, supervision, material and equipment necessary to provide an operationally integrated equipment package to meet the performance requirements, and to provide maintenance of the supplied HFS for the duration of the Contract as identified in this RFP. Contractor shall provide delivered hydrogen (liquid) for filling the mobile HFS on the AMF Site. The Contractor shall also design and construct a defueling station as part of the overall scope of work.

As a minimum, the mobile HFS must include a system capable of supplying fuel cell grade hydrogen pursuant to the technical specifications of the ZEMU vehicle outlined in Section 4.4. Contractor must provide a mobile unit which integrates all required equipment including liquid hydrogen storage, buffer storage (if applicable), pumps, vaporizers, chillers, compressors (if applicable), a dispenser and any other equipment necessary to meet operating requirements. Fueling will occur directly from the mobile HFS into the ZEMU vehicle.

The mobile HFS must be operational on-site to fuel the ZEMU by March 31, 2024. Should the liquid mobile HFS delivery timelines impact the Contractor's ability to meet this deadline, temporary mobile refueling for the ZEMU shall be provided as an interim solution. The Contractor should include costs in their Proposal for the temporary mobile refueling system and hydrogen supply from March 31, 2024, until the liquid mobile HFS equipment can become operational.

Contractor will provide liquid (or gas depending on interim fueling needs) hydrogen for the duration of the contract and should also demonstrate a backup hydrogen supply should this be required in the case of a shortage or delay of delivery from the primary hydrogen source. The location for the backup hydrogen must be identified in the proposal also.

SBCTA is responsible for the power supply to the fueling area; however, Contractor will be required to connect the mobile refueling unit to the power supply. The Contractor is responsible in identifying additional connection or run if necessary.

### 2.1 100% Design of Hydrogen Fueling System (HFS)

All information contained within this RFP document shall be considered as conceptual only. The Contractor shall be responsible for the engineering design and supply of the HFS, including all necessary systems and auxiliaries for proper operation of the system as required and defined by this RFP. The Contractor's execution team shall include engineers licensed in the State of California for the appropriate disciplines to seal and certify the engineering design for construction and manufacturing.

### 2.2 Construction, Testing and Commissioning

The Contractor shall be responsible for manufacturing of the new mobile HFS, as well as any site improvements required for the installation of the system (such as bollards, pavement markings or safety improvements). Once the set-up of the mobile system is complete, the Contractor shall be responsible for all testing, commissioning, and signoffs of the system in order to achieve substantial completion, as mutually agreed to at time of contract, prior to turnover to SBCTA.

### 2.3 Hydrogen Delivery

The Contractor shall provide a reliable supply of 33.3% renewable hydrogen to support SBCTA's testing and operational requirements for the ZEMU vehicle per the hydrogen requirements outlined in this RFP.

Failure to meet the hydrogen source requirements during the duration of the Contract will result in penalties, which will be defined during contract negotiations with the successful proposer.

## 2.4 Permitting and Approvals

A permit from the San Bernardino County Fire Department may be required to operate the mobile HFS. The Contractor shall obtain all necessary permits from applicable AHJs to operate the HFS. The Project may require fugitive dust and operating permits through coordination with the SCAQMD. The Contractor will be responsible for air emissions permitting if any is required.

## 2.5 Maintenance and Fuel Delivery Period

An SCRRA-designated contractor will perform fueling operations of the new ZEMU rail vehicle; however, the Contractor shall develop an operations training plan and facilitate the necessary training for HFS operations. The Proposer shall include all associated costs for the training plan and training of operations/maintenance staff in their Proposal.

The Contractor is responsible for ongoing maintenance for the HFS. The Contractor shall include pricing for a three-year maintenance period which includes a three (3) year initial term and two optional one-year extensions. The successful Contractor will provide an Operations & Maintenance (O&M) plan for SBCTA's review, comment and approval prior to initial operation, including maintenance manuals.

Contractor shall hold and maintain adequate spare parts and consumables to maintain specified operational performance of the HFS. The maintenance portion of the work will include replacement of any parts or consumables as they are used in the work such that no delays cause unnecessary downtime of the system. The target availability of the HFS shall be 95% and a monetary penalty shall be assessed on a monthly basis if the availability is below 95%. Availability will be calculated by days in service (e.g., 30 days - day out of service) / (30 days) on a monthly basis. Should the HFS fail to meet the availability criteria on a consistent basis (i.e., two months in a row), temporary mobile fueling shall be available to SCRRA's contractor as an alternative for fueling (while the issues with the primary HFS are resolved) to ensure service is not impacted.

Contractor must be prepared to respond to unanticipated technical support needs within two (2) hours of notification. Notification shall be automated so that on-call personnel are notified as soon as a defective parameter, emergency stop, or unplanned shutdown has been identified that will impair regular fueling operations.

## 2.6 Hazardous Materials Business Plan

A Hazardous Materials Business Plan (HMBP) that includes a detailed hazardous materials inventory shall be provided for the HFS in accordance with Chapter 6.95 of Division 20 of the California Health and Safety Code (HSC) and California Code of Regulations, Title 19, Division 2, Chapter 4. The HMBP shall also satisfy the federal program under the Emergency Planning and Community Right-to-Know Act (EPCRA) 312 Reporting Requirements. Material Safety Data Sheets (MSDSs) for hazardous materials used in the HFS station shall be provided in compliance with the federal and state Occupational Safety and Health Administrations (OSHA and Cal-OSHA) Hazard Communication Standard.

## 2.7 Progress Review Meetings

Contractor will attend and participate in regularly scheduled progress review meetings. During the design and manufacturing phase, meetings will be held virtually on a weekly basis, unless otherwise agreed.

San Bernardino County Transportation Authority

Contract 24-1003026

Arrow Maintenance Facility Hydrogen Fuel Upgrade

Attachment A

Project: Hydrogen Fuel System

September 13, 2023

During the construction, testing and commissioning phases, meetings shall be held weekly on site. During operations, meetings may be required.

### 3. ENVIRONMENTAL CONDITIONS

The HFS equipment will be installed outdoors on the AMF site. Ambient temperatures in the San Bernardino, California area range from 20° F to 120° F with humidity, wind, dust and barometric pressure typical of the Inland Empire region in Southern California. All equipment proposed for the new HFS shall be within the environmental conditions present within the San Bernardino, California area, as listed in Table 1 below.

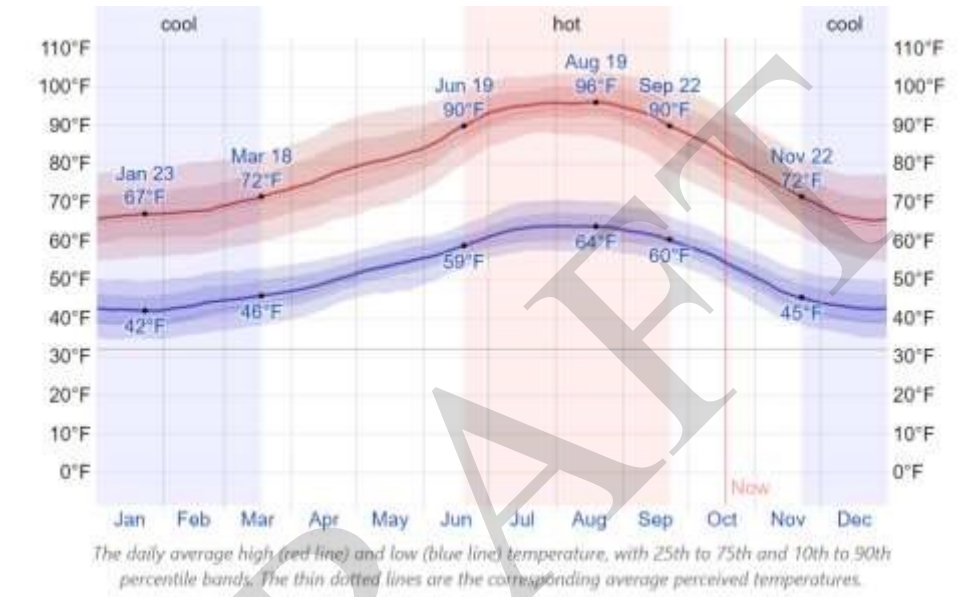
**Table 1: Environmental Conditions in the San Bernardino, California, Area <sup>1</sup>**

| Condition              | Maximum            | Minimum        |
|------------------------|--------------------|----------------|
| Ambient Temperature    | 120° F (49 C)      | 20° F (-15° C) |
| Relative Humidity      | 100%               | 5%             |
| Wind:                  |                    | -              |
| Operating - 1-min wind | 40 mph (64 km/h)   | -              |
| Operating - 3-sec gust | 70 mph (113 km/h)  | -              |
| Storage - 3-sec gust   | 100 mph (161 km/h) | -              |

<sup>1</sup> The information provided in Table 1 (above) is based on environmental conditions present on the San Bernardino County Transportation railroad system within the greater San Bernardino, California area.

As shown in the graph below, the average temperature at the nearby San Bernardino International Airport typically varies from 42° F to 99° F. Further, the rainy period lasts for about 5.4 months, from November 1 to April 13, with a sliding 31-day rainfall of at least 0.5 inches. The month with the most rain is February, with an average rainfall of 2.2 inches<sup>2</sup>. The Proposer shall provide an HFS that can operate within the temperature ranges and relative humidity range, non-condensing, of the Inland Empire region in Southern California. While fueling needs to be possible at any point within the average temperature range for San Bernardino County, the technical fueling requirements (i.e., target refueling time) only need to be met for a limited temperature range as outlined in Section 4.3. This is to reduce overall energy and operating costs. The site is in a Seismic Design Category E area. The design of the HFS should consider all applicable seismic code requirements.

### Average High and Low Temperature at San Bernardino International Airport



Source: Weather Spark

<sup>2</sup> The typical weather in the City of San Bernardino is based on a statistical analysis of historical hourly weather reports and model reconstructions from January 1, 1980 to December 31, 2016: <https://weatherspark.com/y/1969/Average-Weather-in-San-Bernardino-California-United-States-YearRound>

## 4. PROJECT TECHNICAL REQUIREMENTS

The following section of this RFP describes the technical requirements and performance specifications for the HFS, including the hydrogen supply and fueling parameters. The Contractor will be responsible for meeting all technical requirements as outlined in this RFP document. To assist with proposal responses, basic design information for the ZEMU vehicle has been provided below. As elements of the vehicle design are proprietary, detailed technical information related to the vehicle design will be provided to the preferred Proposer upon award for further collaboration during design.

### 4.1 General Requirements

- a) The Contractor will be responsible for providing a mobile hydrogen storage and transfer system for liquid hydrogen which meets the operating conditions outlined in this RFP and can operate onsite at the AMF. This includes other applicable ambient concerns of the site like adjacent infrastructure



(active rail yard and diesel fueling) and designing to meet relevant California earthquake codes and standards.

- b) A mobile defueling station shall also be designed and constructed as part of the overall scope of work. The system shall be located close to the refueling area for efficiency of operations. It should allow for safe and controlled defueling of the rail vehicle into the atmosphere based on the specifications provided from the vehicle provider. The defueling station should be considered in the Contractor's overall HAZOP.

#### **4.2 Daily Demand of Hydrogen for One ZEMU Vehicle**

- a) The Contractor will be responsible for providing mobile liquid hydrogen storage which is integrated with the dispensing equipment at the AMF.
- b) Per the specifications of the ZEMU vehicle and the anticipated duty cycles for the Arrow service, the daily demand of hydrogen is expected to be up to 270 kilograms per day (1890 kilograms per week) of gaseous hydrogen during planned revenue service.
- c) The Contractor shall be responsible for ensuring the supply and onsite storage meet the daily demand of the single ZEMU vehicle which is 270kg daily. In addition to the daily fueling demands of the ZEMU vehicle, the Contractor shall ensure there is an adequate spare capacity to avoid any service interruptions for the vehicle or 270kg hydrogen at all times. Where possible, the Contractor shall seek to maximize onsite storage to reduce the frequency of hydrogen deliveries while considering efficiencies in storage costs and energy usage.
- d) It is anticipated that during testing and commissioning of the ZEMU vehicle, the daily demand of Hydrogen will be less than or equal to 270 kilograms per day. The anticipated period for testing and commissioning is six (6) months from the start of testing.
- e) The hydrogen storage capacity and refueling equipment must be sized accordingly to meet the demand of one ZEMU vehicle while still considering options for future scalability to fuel a maximum of four ZEMU vehicles sequentially. The Contractor should provide information pertaining to the ease of connection to surplus hydrogen storage and capability to fuel four ZEMU vehicles (sequentially). The Contractor can assume an increase in the total daily consumption of hydrogen for the future operations of a full fleet of ZEMU vehicles on the Arrow Service only. If there are significant costs or upgrades associated with increasing the demand, this should be noted in the RFP responses.

#### **4.3 Target Fill Rate and Fueling Protocol**

- a) SBCTA's target fueling time for the ZEMU vehicle using a mobile refueler is 90 minutes. This time is allotted to fill all tanks from the minimum tank pressure of 15 bar to a full fill state considered as 350 bar at 20°C (68°F) tank temperature, under normal operating/ambient conditions. For the purpose of the 90 minute fueling time for this RFP, normal ambient condition will be defined as 95°F. Proposers shall assume that fueling will primarily occur in the evenings after the daily Arrow service is complete, however, it is possible that fueling could occur at any time of day. Proposers shall assume that the target refueling time needs to be achieved for an ambient temperature range between 20°F to 95°F (-15°C to 35°C). For any temporary mobile gas refueling which may be required before the liquid mobile HFS is operational, SBCTA's target refueling time is 120 minutes.



The Contractor should indicate if a 120 minute refueling time is not achievable in their proposal for temporary refueling.

- a) The target fueling rates assume that fueling is occurring via a single dispenser into one of the two receptacles on the vehicle at a time (i.e., one bay of 21 hydrogen tanks is filled followed by the second sequentially, for a total of 42 tanks). If feasible, SBCTA would prefer two dispensers on the mobile HFS to be operated simultaneously to make fueling more efficient. Fueling will occur at Fueling Location A (refer to Section 4.4).
- b) The Contractor will be responsible for selection and sizing of any cryogenic pumps, vaporizing, cooling or compression equipment as needed to meet the target refueling times identified above for a liquid mobile refueler. Similar to the storage capacity, the Contractor shall size the equipment accordingly to meet the demand of one ZEMU vehicle while considering provisions for back-to-back fueling of ZEMU vehicles. The Contractor should provide information pertaining to the ease of future expansion or ability to accommodate subsequent fueling of the additional three ZEMU vehicles. If there are significant costs associated with meeting the demand of more ZEMU vehicles, this should be noted in the RFP response.
- c) Contractor shall describe a high-level recommended approach to fueling protocol, to be further developed after award in collaboration with the vehicle supplier. This protocol will be developed in close collaboration with the vehicle supplier and shall, at a minimum, comply with SAE J2601/2\_201409 'Fueling Protocol for Gaseous Hydrogen Powered Heavy Duty Vehicles' and shall prevent over-pressurization, overheating, density discrepancies, or other damage to the onboard hydrogen storage system components on the vehicle as described in Section 4.
- d) Contractor shall incorporate hydrogen detection and monitoring systems into the HFS system (or as required in the refueling location) to ensure issues such as leaks during fueling or loss of pressure in storage tanks is detected immediately and fueling is halted.

#### 4.4 ZEMU Vehicle Technical Specifications and Interface

The following Section 4.4 has been removed from public version of RFP document as it contains sensitive information on the ZEMU vehicle design which is considered proprietary. This information will be available upon request only. Proposers wishing to obtain this information will be required to sign a nondisclosure agreement.

#### 4.5 Hydrogen Source Requirements

The Contractor shall design the HFS for liquid hydrogen storage. The Contractor should demonstrate availability of a reliable liquid hydrogen supply to support SBCTA's fueling requirements. The hydrogen must be dispensed into the ZEMU vehicle in a gaseous state at the pressures and temperatures specified. The Contractor shall be responsible for supplying any vaporizers, compression, chilling, or other equipment within the mobile HFS to achieve these conditions. A gaseous hydrogen supply is acceptable for any interim fueling condition while the liquid mobile HFS becomes operational.

- a) Hydrogen Purity (SAE Standards): Hydrogen must be fuel cell grade and meet ISO SO14687:2019, grade D (EC) / SAEJ2719\_201511. Contractor shall provide a hydrogen quality assurance plan meeting the requirements of the latest version of ISO 19880-8 for the fueling process.

- b) **Percentage Renewable:** Hydrogen must initially be a minimum of 33.3% renewable in order to comply with California SB662, and increasing thereafter to maintain compliance with SB662. Proposer shall provide options to achieve 100% renewable upon commencing operations, if available from Proposer's supply, should SBCTA choose.
- c) **Delivery Distance and Delivery Method:** It is anticipated that hydrogen will be delivered to the site via West 3rd Street. Refer to the AMF Site Plan included in Part I: Exhibits for additional information on site access and delivery to site. The distance between the AMF site and the hydrogen source(s), as well as the delivery distance, should be minimized wherever possible to reduce travel time and the risk of delays. Information on the hydrogen production site(s)/source(s) and delivery route/source should be provided as part of the Proposal.
- d) **Delivery Vehicle Constraints Per Existing Site:** Initial analyses suggest that a maximum allowable delivery vehicle size will be restricted to a WB40 truck (40 foot truck) in order to avoid driving over rail tracks within the AMF Site. Refer to the conceptual truck turning templates included in Part I: Exhibits for more details on the delivery vehicle routing within the AMF property. Longer vehicles will be considered if the Contractor can demonstrate that this is technically feasible and safe for daily operations and fuel delivery.
- e) **Frequency of Delivery:** Hydrogen storage on site should be maximized as much as technically possible to limit the frequency of fuel deliveries to the AMF site. Hydrogen deliveries will be strictly regulated for safety reasons. The delivery window for hydrogen fuel will be dictated by SCRRA operations within the AMF property. The Contractor or Contractor's fuel delivery provider shall coordinate and schedule all deliveries with SCRRA operations and provide a minimum 1hour notice prior to arrival at the AMF.
- f) **Backup Supply:** The Contractor should have access to a reliable back-up hydrogen source in the event the primary source is not available. Information regarding the back-up source and supply distance should be provided in the Proposal. The back-up supply should adhere to the same hydrogen standards as the primary source as indicated above.

#### **4.6 Site Layout and Logistics**

- a) **Mobile HFS Parking Location**
  - i. One area within the southern portion of the AMF site has been identified as a potential location to park the mobile HFS. The location is identified in Part I: Exhibits and labeled as Hydrogen Storage Location A.
  - ii. Location A has been identified due to ease of accessibility, limited impact to existing infrastructure and operations within the site, large square footage, available connections to electrical power and flexibility with dispensing locations. The Contractor may propose a solution at an alternate location within the AMF site as long as the proposed layout is feasible, meets required codes and standards, does not hinder daily operation, and is safely and easily accessible for regular hydrogen delivery.
- b) **Hydrogen Dispensing/Fueling Location**

- i. Fuel dispensing into the ZEMU vehicle should occur while the vehicle is parked on a track which is near to the mobile HFS under normal fueling operations.
- ii. There are three tracks north of Hydrogen Storage Location A. These tracks are identified in Part I: Exhibits and are labeled as Track 1, 2 and 3. SBCTA's preference is to dispense hydrogen into the vehicle while it is positioned on Track 1 or 2 however SBCTA understand this may not be feasible if the mobile HFS is not able to be positioned in between the tracks due to spatial constraints. SBCTA will not allow fueling hoses to be left running over tracks and therefore will accept fueling on Track 3 if this is the only technically feasible solution. The Contractor will be required to submit site arrangement drawings to SBCTA in electronic format showing the proposed location of the mobile unit and dispensing orientation relative to the vehicle for review, comment, coordination and approval during the detailed design process.
- iii. Contractor will be required to design, furnish and construct any additional site infrastructure upgrades to support safe and functional fueling operations based on existing site conditions. Upgrades may be required based on code compliance of NFPA 2 or based on AHJ requirements for permitting. This may include fencing and/or bollards in the mobile HFS parking location, pavement markings hydrogen delivery or other vehicle positions, safety equipment such as cones during fueling operations, lighting upgrades if applicable based on NFPA2, etc. Refer to Section 13.9 for additional site civil requirements.

#### 4.7 Materials and Equipment

- a) All materials and equipment delivered by the Contractor shall be new and all workmanship, materials and equipment used in all portions of the work shall be of the best quality and shall be free of all defects which would affect the performance or service life of the equipment, or which would cause unsightly or unworkmanlike appearance. Materials are also required to be compatible with hydrogen and not susceptible to hydrogen embrittlement. Contractor shall submit data sheets for all major equipment and drawings of components to SBCTA in electronic format for review, comment, coordination and approval. Materials should meet all applicable hydrogen standards as specified by the National Renewable Energy Laboratory. Applicable codes and standards are also indicated in Section 4.10.
- b) Material delivered or installed that is not in accordance with the drawings and specifications shall be removed and replaced at Contractor's expense. If the progress of the work is such that removal is impractical, SBCTA shall have the right to deduct from the final payment/contract value, the amount of money it considers equivalent to the difference in value received.
- c) The Contractor shall, if requested to do so, furnish satisfactory evidence as to the kind and quality of all materials furnished by it as well as compatibility of materials with hydrogen. This includes evidence of pressure retaining capacity of piping and fittings by mill certifications identifying the heat and lot of the metal and relating the part to any fabrication tests used to document safety at high pressures.
- d) Shop testing of all major components shall be witnessed by the Contractor and an SBCTA representative in the fabrication facility of origin. Shop test plans describing the procedures to be followed, the activities to be witnessed, and the form of documentation of acceptance shall be submitted to SBCTA for approval at least two (2) weeks prior to any witnessed shop tests.
- e) Contractor shall select equipment and components that are code compliant, and meet the following requirements:

- i. **Gas Management Panel:** All onboard electronics in the GMP shall be suitable for installation and use in a Class I Division II Group B environment. Contractor shall clearly state in their proposal if fail-safe solenoid or ball valves are used for hydrogen isolation and/or flow control. A ground lug shall be provided inside the cabinet for connection to the site ground system. This ground shall be permanently tied to the ground connection that also connects to the vehicle as a permissive prior to fueling.
- ii. **Piping and Tubing:** Piping and tubing materials selected shall be compatible with the hydrogen fluid in either the gaseous or liquid state, depending on the stage in the process. All pressurized hydrogen piping shall be designed and installed per B31.12, Hydrogen Piping. Piping shall be designed for a minimum 30-year life. Compression connections shall not be used; cone and threaded connection may be accepted; however, welded connections are preferred wherever possible to minimize potential for leakage. Connection details are subject to approval by SBCTA.
- iii. **Valves:** Process valves shall be ball-type, non-lubricated with materials compatible with hydrogen fluid in either the gaseous or liquid state, as well as other petroleum products. Valves shall be of fire-safe design meeting the requirements of API 607.
- iv. **Pressure Relief and Gauges:** Pressure relief devices and all pressurized hydrogen piping shall be designed and installed per B31.12, Hydrogen Piping. Relief valve vent piping height and separation distance shall comply with the IFC NFPA 2 and CGA G-5.5. All gauges shall comply with ANSI/UL 404 – Gauges indicating Pressure for Compressed Gas Service. Gauges shall be liquid filled, a minimum of 2.5 inches in diameter, and have a blowout back panel.
- v. **Storage Tanks:** Hydrogen storage tanks shall be designed to be ASME code-stamped pressure vessels meeting the requirements of ASME Section VIII Division 1 or 2. All tanks must include relief valves per ASME Section VIII and CGA (for gaseous hydrogen storage). The Contractor is responsible for the ongoing maintenance and inspection requirements for the tanks for the duration of the maintenance and fuel delivery period. The Contractor must also specify the anticipated lifecycle of the storage tanks in their proposal.

#### **4.8 Inspection and Acceptance**

- a) No equipment, supplies, and/or services received shall be deemed accepted until SBCTA has had reasonable opportunity to inspect the equipment, supplies, and/or services.
- b) All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective, or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection), may be rejected.
- c) SBCTA's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the SBCTA may have.

#### **4.9 Site Civil and Electrical Infrastructure**

- a) Contractor will be required to design and construct any mitigations identified as part of the CEQA process and as identified in the Environmental Impact Report.

- b) Protective infrastructure: Contractor shall determine if the HFS positioning requires additional protective infrastructure to be installed (i.e., fencing, bollards and/or pavement markings) based on NFPA, fire marshal, federal, state and other local requirements. Contractor shall take into account the on-site storage volumes and proximity to other equipment, buildings, vehicles or electrical utilities when making this determination.
- c) Site Lighting: The Contractor shall be responsible for any lighting modifications required for the HFS location and dispensing locations. This includes extending cable and conduit runs for any new light fixtures required. All new light fixtures and accessories shall be rated for a Class 1, Division 2 installation. The hydrogen fueling equipment shall be illuminated to a minimum of 5 ft.-candles and 50 lux for the permanent working area for the hydrogen fueling equipment. Any additional lighting requirements at the interface location between the fueling system and the ZEMU vehicle for fueling operations will be the responsibility of others.
- d) Utilities: During the initial design phase of the work, The Contractor is required to notify SBCTA of any utility requirements (besides power) or potential conflicts with the HFS position and dispensing. SBCTA will determine who will perform the work associated with relocating any utilities or the installation of new utilities in accordance with Article 25 of the General Provisions (Exhibit D). Any final connection of utilities to Contractor-supplied equipment shall be made by Contractor.
- e) Water and Sewer: Contractor shall refer to the as-built utility documents for locations of existing sewer system inlet catch basins in the vicinity of the proposed HFS. Any equipment drains that may contain oils shall have secondary containment, either within the equipment or a curbed containment to allow SBCTA operations to visually inspect the drains prior to discharging to the sewer system. Utility water hose stations will be provided by SBCTA in the HFS area. Any utility water required for proper operation of the HFS shall be identified in Contractor's proposal.
- f) Power Requirements: As part of a separate contract to upgrade of the AMF maintenance facility, SBCTA will be upgrading electrical capacity to the Hydrogen Dispensing Location A. The Contractor shall assume a 480 V three-phase power feed with a maximum connected electrical load of 200 kW (222.2 kVA, assuming 0.9 PF), has been allocated for the hydrogen fueling station (HFS) (via a 3" conduit with end of line 400-amp 480V, three phase disconnect switch) and will be available in February 2024. An upgrade to the onsite emergency generator is also planned, however, only normal power will be provided to the HFS, and no HFS loads will be supported by the emergency generator. For any 208 VAC and 120 VAC electrical loads, Contractor shall include a stepdown transformer. The Contractor shall include with the proposal a preliminary electrical load list for all anticipated loads and indicate whether these are continuous or intermittent loads to assist with final design of the electrical upgrades to the AMF site and for coordination with Southern California Edison. AMF site and coordination Southern California Edison.
- g) Grounding: Contractor shall include grounding reels or other means for grounding the mobile HFS and hydrogen delivery trucks while parked in the offloading areas.
- h) Operator Communications: SCRRA's current fueling operations implements FuelForce (Product of Multiforce Systems) as a centralized SCADA to automatically monitor Diesel dispensing



transactions from terminals at two existing maintenance facility locations. The Contractor will be required to pursue installation of FuelForce-compatible terminal at the AMF to allow for integrated data to automatically capture hydrogen fueling. The Contractor shall prepare an I/O list as part of the detailed design of the HFS that includes the recommended signals and alarms to be communicated in real-time to SCRRA's FuelForce SCADA system.

The fuel dispenser shall communicate the following data:

- i. Vehicle ID ii. Grounding confirmation
- iii. Initial pressure at ZEMU fueling interface point iv. Initial temperature of supplied hydrogen gas v. Ambient temperature
- vi. Fill rate (kg/min) or pulse counter
- vii. Real-time data and final pressure of onboard hydrogen gas storage tanks viii. Real-time data and final temperature of supplied hydrogen gas

The dispenser must be capable of processing this data to control and terminate the fill, as well as pass it along to SCRRA's SCADA system along with other dispenser data, including the following:

- i. Date
- ii. Time of day
- iii. Time – start of fueling event and end of fueling event iv. Pressure ramp rate (data sampled every 1/10 seconds) v. Tank temperature (data sampled every 1/10 seconds) vi. Inlet gas temperature (data sampled every 1/10 seconds)

All signals and alarms to be communicated from the HFS as well as the fueling dispenser, shall be brought back to a common control cabinet. Interconnection of this controls cabinet to the SCRRA's SCADA system will be a requirement and coordination with SCRRA will be required to ensure the system is compatible with their existing FuelForce system. The Contractor should expect to engage with the vehicle supplier regarding fueling protocols during detailed design.

#### 4.10 Codes and Standards

Reference Standards – The latest edition of the following listed codes and standards, as applicable, shall govern design, manufacture, and quality assurance of equipment and material to be supplied. All devices shall comply with nationally published applicable codes. In general, this includes, but is not limited to:

- a. Applicable Federal, State and Local laws, ordinances, and codes for the equipment being provided and installed.
  - i. For example – California Building (Part 1 & 2), Electrical (Part 3), Energy (Part 6), and Fire Codes (Part 9) - Title 24
- b. American Society of Mechanical Engineers (ASME) B31.3 and B31.12



- c. American Society for Testing Materials (ASTM)
  - i. ASTM A-53 – Material Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless
  - ii. ASTM 106 – Specification for Seamless Carbon Steel Pipe for High-Temperature Service
  - iii. ASTM A269- Seamless and Welded Austenitic Stainless-Steel Tubing for General Service
  - iv. ASTM A 312 – Seamless and Welded Austenitic Stainless-Steel pipe
- d. American National Standard Institute (ANSI)
  - i. ANSI B16.11 - Forged Steel Fittings, Socket - Welding and Threaded
  - ii. ANSI B16.5 – Pipe Flanges and Flanged Fittings
  - iii. ANSI B16.42 – Ductile Iron Pipe Flanges and Flanged Fittings, Class 150 and 300
  - iv. ANSI NGV 4.1-2018 – Natural Gas Vehicle (or updated equivalent)
  - v. ANSI HGV 4.1-2020 – Hydrogen-Dispensing Systems
- e. Institute of Electrical and Electronics Engineers (IEEE)
- f. Certified Welding Inspectors (CWI)
- g. American Welding Society Standard for Qualification and Certification of Welding Inspectors (AWS – QC1)
- h. National Fire Protection Association (NFPA)
- i. NFPA 2 – Hydrogen Technologies Code
  - ii. NFPA 70 (Chapter 5) – National Electric Code
- i. Society of Automotive Engineers (SAE)
  - i. SAE J2601-1 - Fueling Protocols for Light Duty Gaseous Hydrogen Surface Vehicles
  - ii. SAE J2601-2/3 - Fueling Protocols for Heavy Duty Gaseous Hydrogen Surface Vehicles
  - iii. (Optional) SAE J2799 - Hydrogen Surface Vehicle to Station Communications Hardware and Software
- j. National Renewable Energy Laboratory: Hydrogen Vehicle and Infrastructure Codes and Standards
- k. Occupational Safety and Health Standards (OSHA)
- l. Tubular Exchangers Manufacturing Association (TEMA) Standards
- m. International Standards Organization 14687: 2019 Hydrogen Fuel Quality – Product Specification
- n. International Standards Organization 19880-8: 2019 Gaseous Hydrogen – Fueling Stations – Part 8: Fuel Quality Control
- o. Standard under development for hydrogen rail vehicle fueling
  - i. Technical Committee TC 9/PT 63341-2
  - ii. IEC 63341-2

Contractor shall include specific identification of compliance for individual components or subassemblies when specific design, fabrication or installation standards are applicable. Contractor shall identify working group documents and/or ANSI Hydrogen Vehicle standards that have been met to show knowledge of, and likely conformance with, standards that are yet to be issued final in the U.S. Similarly, the fill rates specified herein will dictate and may result in eliminating some of the requirements of otherwise applicable standards. Please confirm by a narrative in the proposal that the designs will conform to all applicable U.S. and California Codes and Standards. Codes and standards from other jurisdictions are not acceptable.

Failure to mention any governing codes in this Specification does not relieve the Contractor from adhering to all applicable codes and standards which apply to their equipment and services.

In the event of variance between this Specification and the governing code, the stricter requirements shall take precedence unless explicitly stated otherwise herein.

#### 4.11 Health and Safety Requirements

- a) Contractor shall provide an overarching safety plan: Submit two (2) detailed safety plans (Construction Safety Plan and O&M Safety Plan), after award, including a fire and hydrogen leak detection plan, describing the operation of alarms, the evacuation plan, and any training materials that may be necessary. Contractor shall fully describe the operation and capabilities of its response to incidents, including hydrogen alarms, integration with fire alarms, and coordination with the local fire department. The intent of the Safety Plan is also to ensure that necessary safety issues have been considered by all participants across the entirety of the Project (design, construction, operation and maintenance).
- b) Hazard and Operability (HAZOP) Review: Safe practices in the production, storage, distribution, and use of hydrogen are essential to protect people, equipment, and the environment. The Contractor shall prepare and lead a HAZOP review early in the design stage, followed by a final HAZOP once the design has been substantially completed to validate safe practices. This will be a Contractor facilitated meeting in which the design will be analyzed by a qualified board of experts to identify possible failure modes that could result in unacceptable damage to equipment, people or facilities. Following the HAZOP review, a code compliance assessment should be completed by the Contractor in the early or mid-stage of the design phase to ensure all necessary code requirements have been met. This should also include a variety of code checklists to verify NFPA 2 siting requirements, HAZOP safeguard action items, and operational readiness inspections (ORI), among many others. These are used to ensure vulnerabilities have been identified and corrective action items are completed prior to startup. The HAZOP compliance checklists will be owned by the Contractor's Project Engineer who ensures their completion for the HFS. Finally, an Operational and Readiness Inspection is completed prior to startup and owned by the Contractor to verify all checklist items are completed before startup.
- c) Hydrogen Safety Panel (HSP) Coordination: The HSP provides support to SBCTA with a review of the Contractor's proposed approach and fueling protocol. The HSP will participate in some project meetings as a stakeholder to further contribute safety inputs from the hydrogen industry, including HAZOP meetings (as appropriate). The HSP will also participate in the review of the HAZOP. The Contractor should not assume any additional meetings or interface with the HSP for purposes of the bid.
- d) Leak and Flame Detection: Consultant shall implement monitoring of internal HFS piping pressure and flows as a means to achieve leak detection. In addition, the HFS must include provisions for a safe shutdown of hydrogen handling equipment by untrained site personnel in the case of a hydrogen leak. An integrated UV/IR detector or multiband IR detector and hydrogen leak detections shall be provided to fully monitor enclosed spaces where hydrogen may leak, including where transfer operations take place, outside spaces and/or equipment producing or containing hydrogen. The Contractor is allowed to propose a preferred method of leak and flame detection if the system meets code requirements and fueling protocol safety standards. The Contractor will need to coordinate with Stadler on any integrated detection systems and to ensure that monitoring during fueling is coordinated between the infrastructure side and vehicle side.
- e) Contractor will be responsible for ensuring that the HFS and fueling areas meet code requirements for ventilation and clearances. Should overhead canopies be added for weather protection, Contractor will need to consider the potential for pooling of H<sub>2</sub> in these areas.

- f) **Maintenance and Vehicle Access:** The Contractor shall be fully capable of responding to unanticipated equipment problems over the duration of the contract and discuss in their Proposal how emergency hydrogen supplies can be brought online quickly if the system experiences a problem. Notifications of unanticipated maintenance needs shall be automated so that on-call personnel are notified as soon as a defective parameter, Emergency Stop (ESTOP) or unplanned shutdown occurs that impacts regular fueling of the ZEMU. In addition, all notifications of a leak, fire, or other event requiring an emergency response shall be communicated to local workers onsite, including audible and visual notification devices at strategic on-site locations. The Contractor shall discuss emergency response times (two (2) hours or less) and how this will be accomplished with consideration of access and egress of emergency response vehicles at both the HFS and within the AMF site. For additional information about the AMF site, refer to Section 1.2 in this RFP.
- g) In the case of an emergency response/incident, the Contractor shall collect/dispose the large amount of spent fire water per existing environmental discharge requirements.

#### **4.12 Other Site-Specific Requirements**

- a) The Contractor shall be responsible for all health and safety requirements and coordination during equipment installation and construction. The Contractor will be required to submit a site-specific Health and Safety plan to SBCTA for review and approval prior to commencing construction. Coordination on the construction safety requirements with SCRRA will also be required to ensure safe installation and construction of equipment during regular Arrow service operations.
- b) The Contractor should be prepared to install and construct equipment within an active operating rail yard. Specific training will be required for personnel to facilitate installation, construction, operations and maintenance and hydrogen delivery; this should be included as part of the overall proposal.
- c) **Site Access:** The Contractor shall coordinate site access for Contractor personnel and deliveries with SBCTA and/or SCRRA security and maintenance staff. Contractor shall be responsible for maintaining access for Contractor personnel, including providing shuttles for off-site employee parking, if necessary.
- d) **Work Schedule:** Work may be conducted on-site at hours established by SBCTA and coordinated with SCRRA. Currently rail operations are most active at the site before and after service periods. Contractor will be encouraged to work hours that minimize congestion and interference with rail operations at the site during construction and maximize overlap with SCRRA operations during the maintenance and delivery period. Changes in work schedule must be approved by SBCTA in writing at least 48 hours in advance of any change.
- e) **Environmental Protection:** Contractor shall provide protective measures to control pollution during construction and remedial activities. Construction activities must not pollute surface water and groundwater, in accordance with all applicable regulations. Contractor shall drain, collect, transport and properly dispose of any liquids contained in pipelines, conduits or any other components supplied by the Contractor. In addition, Contractor must comply with the mitigation measures outlined in the Arrow Maintenance Facility Hydrogen Fuel Upgrade Project's Final EIR. The Final

EIR is accessible electronically at <https://www.gosbcta.com/wp-content/uploads/2019/09/ArrowMaintenance-Facility-Hydrogen-Fuel-Upgrade-Project-%E2%80%93-Draft-EnvironmentalImpact-Report-05.05.2021.pdf>.

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Attachment: Attachment A-Scope of Work (9886 : Award Contract No. 24-1003026 for AMF Hydrogen Fuel System)

## **ATTACHMENT B: SPECIAL PROVISIONS**

### **ARTICLE 1. SCOPE OF WORK**

The scope of the Work is set out in Exhibit A to the Contract and is incorporated herein by this reference.

CONTRACTOR agrees to perform the work and services set forth in Attachment A to 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 CONTRACTOR of all obligations, duties, tasks, and Work imposed upon or assumed by CONTRACTOR 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 2. AUTHORIZED DESIGNEE**

The Executive Director of SBCTA, or designee, shall have the authority to act for and exercise any of the rights of SBCTA as set forth in this Contract

### **ARTICLE 3. TERM OF CONTRACT**

- 3.1. This Contract shall commence upon the effective date of this Contract, and shall continue in full force and effect through the hydrogen fuel station commissioning to the date of Substantial Completion, unless earlier terminated or extended as provide in the Contract Documents. A three-year initial term for maintenance and hydrogen fuel delivery service shall commence on the date of Substantial Completion and shall continue in full force and effect through to the third anniversary of the date of Substantial Completion (the “Maintenance and Fuel Delivery Period”), unless earlier terminated or extended as provided in the Contract Documents.
- 3.2. SBCTA, at its sole discretion, may elect to extend the initial term of the Maintenance and Fuel Delivery Period up to an additional twelve (12) months, commencing on the completion of the initial Maintenance and Fuel Delivery Period, or the third anniversary of the date of Substantial Completion, and continuing through to the first anniversary of completion of the initial Maintenance and Fuel Delivery Period (the “First Option Term”), and thereupon require CONTRACTOR to continue to provide services, and otherwise perform, in accordance with the Contract Documents.
- 3.3. SBCTA, at its sole discretion, may elect to extend the term of the Maintenance and Fuel Delivery Period up to an additional twelve (12) months, commencing on the

completion of the First Option Term, and continuing through to the first anniversary of the First Option Term (“Second Option Term”), and thereupon require CONTRACTOR to continue to provide services, and otherwise perform, in accordance with the Contract Documents.

- 3.4. SBCTA’s election to extend the Contract beyond the initial term shall not diminish its right to terminate the Contract for SBCTA’s convenience or CONTRACTOR’s default as provided elsewhere in this Contract. The “maximum term” of this Contract for maintenance and hydrogen fuel delivery services shall be the period extending from the date of Substantial Completion through to the fifth anniversary of the date of Substantial Completion.

#### **ARTICLE 4. ORDER OF PRECEDENCE**

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the Contract, excluding its exhibits; (2) Exhibit A to the Contract Articles – these Special Provisions, including Attachments A and B; (3) Exhibit B to the Contract – the General Provisions; (4) Exhibit C to the Contract – the Technical Provisions; (5) the provisions of RFP 24-1003026 issued by SBCTA and dated August 17, 2023; (6) CONTRACTOR’s Proposal dated []; (7) any other documents, cited herein or incorporated by reference.

#### **ARTICLE 5. CONTRACT TIME**

- 5.1. Upon receipt of the NTP, the CONTRACTOR shall proceed promptly with the Work, subject to compliance with all requirements of the Contract Documents. The CONTRACTOR shall prosecute the Work so that it is performed within the times set forth in Section 5.2.
- 5.2. The Milestones under this Contract are set out in Attachment A to these Special Provisions – Payment Schedule, which is incorporated herein by this reference.
- 5.3. SBCTA will determine completion of the Milestones as follows:
- 5.3.1 the CONTRACTOR may submit a notice to SBCTA requesting that SBCTA inspect the Milestone Work to determine whether the Milestone has been completed;
  - 5.3.2 the CONTRACTOR shall only submit such notice when it believes, in good faith, that it has completed the Milestone; and
  - 5.3.3 upon such request, SBCTA shall respond to the CONTRACTOR either by: (i) issuing written acknowledgement of completion; or (ii) providing notice to the CONTRACTOR that the Milestone has not yet been



completed, identifying deficiencies that require resolution. No Milestone shall be considered complete until SBCTA has provided subsequent notice to the CONTRACTOR that all deficiencies have been resolved.

- 5.4. Substantial Completion, to be determined in SBCTA's discretion, shall mean that the Work is sufficiently complete and in accordance with the Contract, that it can be utilized by SBCTA for the purpose for which it was intended. A determination of Substantial Completion does not waive, but may not require, the prior completion of minor items as part of the Punch List work which do not impair SBCTA's ability to safely occupy and utilize the Work for its intended purpose.
- 5.5. The Maintenance and Fuel Delivery Period shall commence upon SBCTA's certification of Substantial Completion.
- 5.6. The project term shall end and this Project shall terminate upon the completion of all services required (i) through Substantial Completion of the Project, (ii) during the initial Maintenance and Fuel Delivery Period and, (iii) subject to SBCTA exercising its right under Section 3.2, the First Option Term and, (iv) subject to SBCTA exercising its right under Section 3.3, the Second Option Term.

## **ARTICLE 6. PAYMENTS**

- 6.1. Payments will be made to CONTRACTOR by SBCTA in accordance with Attachment B to these Special Provisions - Payment Schedule.
- 6.2. On or before the twenty-fifth (25th) day of each month during the performance of the Work, the CONTRACTOR will deliver to SBCTA:
  - 6.2.1 an executed Prompt Payment Certification in a form to be provided by SBCTA from Subcontractors with respect to the prior months progress payment to their subcontractors; and
  - 6.2.2 affidavits of payment, conditional and unconditional waivers of Liens and claims from Subcontractors at any tier, for each payment the Subcontractor receives. Subcontractor payment releases shall be in the form set forth in Civil Code sections 8132 through 8138.
- 6.3. All certifications, affidavits and waivers required pursuant to Section 6.1 be made available for review by SBCTA within ten (10) business days of request.
- 6.4. SBCTA shall pay the CONTRACTOR the amount of any invoice approved for payment within thirty (30) days after SBCTA's approval of such invoice, less any permitted retainage and any amounts that SBCTA is otherwise entitled to withhold or

deduct under this Contract.

## **ARTICLE 7. AVAILABILITY**

- 7.1. Payments made to the CONTRACTOR shall be subject to adjustment by subtraction of the assessed Availability Deduction.
- 7.2. The “Availability Deduction” is:
  - 7.2.1 For months where availability criteria, determined pursuant to Section 7.3, are met on every day fueling is requested, the Availability Deduction is zero dollars (\$0).
  - 7.2.2 For months where the availability criteria are not met on one or more day when fueling is requested, the Availability Deduction is as follows:
    - 2 days unavailable = 1.00% of payment for month
    - 3 days unavailable = 5.00% of payment for month
    - 5 or more days unavailable = 10.00% payment for month
- 7.3. Availability shall be calculated based upon the number of days in each calendar month fueling is requested. The system shall be considered "available" for purposes of a calendar day on which fueling is requested if all of the following conditions are satisfied:
  - 7.3.1 Hydrogen fueling is available immediately upon request in both the full quantity (up to 270 kilograms per day, plus a minimum 100% additional spare usable capacity) and at the quality required to meet daily hydrogen demand of the ZEMU Vehicle;
  - 7.3.2 The fueling system is clean and in good working order, and both hydrogen dispensers are functional allowing for concurrent dual fueling in both ZEMU vehicle receptacles at a delivery pressure of at least 350 bar (5076 psi) within the maximum allotted 90 minute fueling time; and
  - 7.3.3 The fueling system meets all safety requirements, including, but not limited to, having a fully functional leak detection and monitoring system.
- 7.4. In order to ensure rail service is not impacted, in the event the availability criteria are not fully met on any day in three consecutive months, the CONTRACTOR shall make available a temporary alternative source of trackside fueling until such time that the issues leading to failure to consistently meet the availability criteria are solved to

Southern California Regional Rail Authority (SCRRA)'s reasonable satisfaction.

## **ARTICLE 8. CHANGES**

- 8.1. By written notice or order, SBCTA may, from time to time, order Work suspension and/or make any change in the general scope of this Contract, including, but not limited to, changes in the drawings, specifications, schedules (either deceleratory or acceleratory) or any other particular of the specifications or provisions of this Contract. If any such Work suspension or change causes an increase or decrease in the price or time required for performance, CONTRACTOR shall promptly notify SBCTA thereof and assert its claim for adjustment within ten (10) calendar days after the change or Work suspension is ordered, and an equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONTRACTOR from proceeding immediately with the Contract as changed. Changes will be made in accordance with the terms as set forth in Section 6 of the General Provisions by written change order.
- 8.2. No claims by CONTRACTOR for equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.
- 8.3. Any work done beyond the Technical Provisions specified in this Contract, or any extra work done without SBCTA's prior written authorization, will be considered unauthorized work and will not be paid
- 8.4. Upon order of SBCTA, unauthorized work shall be remedied, removed or replaced at CONTRACTOR's expense.
- 8.5. CONTRACTOR, in connection with any proposal it makes for a modification to the Contract, shall furnish a price breakdown, itemized as required by SBCTA. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, subcontract and overhead costs, as well as profit, and shall cover all Work involved in the modification, whether such Work was deleted, added or changed. Any amount claimed for subcontracts shall be supported by a similar price breakdown. In addition, if the proposal includes a time extension, a justification therefore shall also be furnished. The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by SBCTA.

## **ARTICLE 9. LOBBYING**

CONTRACTOR and all subcontractors performing Work under this Contract shall be prohibited from concurrently representing or lobbying for any other party competing for a contract with SBCTA, either as a prime contractor or subcontractor. Failure to refrain from such representation may result in termination of this Contract.

## **ARTICLE 10. PRIVACY ACT**

CONTRACTOR shall comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a. Among other things, CONTRACTOR agrees to obtain the express consent of the Federal Government before CONTRACTOR, or its employees operate a system of records on behalf of the Federal Government. CONTRACTOR understands the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract.

## **ARTICLE 11. MATERIAL AND WORKMANSHIP**

- 11.1. Unless otherwise specifically provided in this Contract, all equipment, material, and articles incorporated in the Work covered by this Contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Contract, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition, and CONTRACTOR may, at its option, use any equipment, material, article or process which, in the judgment of SBCTA, is equal to that named. CONTRACTOR shall furnish to SBCTA for its approval the name of the manufacturer, the model number and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment, which CONTRACTOR contemplates incorporating in the Work. When required by this Contract or when called for by SBCTA, CONTRACTOR shall furnish SBCTA, for approval, full information concerning the material or articles which it contemplates incorporating in the Work. When so directed, samples shall be submitted for approval at CONTRACTOR's expense, with all shipping charges prepaid. Machinery, equipment, material and articles installed or used without required approval shall be at the risk of subsequent rejection.
- 11.2. All Work under this Contract shall be performed in a skillful and workmanlike manner. SBCTA may, in writing, require CONTRACTOR to remove from the Work any employee SBCTA deems incompetent, careless or otherwise objectionable.
- 11.3. All Work requiring performance of a licensed contractor must be performed by a contractor or subcontractor licensed for that trade.

## **ARTICLE 12. WARRANTY**

- 12.1. In addition to any other warranties set forth in this Contract, whether expressed or

- implied, CONTRACTOR warrants that (1) all Work performed and all equipment and material provided under this Contract by CONTRACTOR or any of its subcontractors or suppliers, at any tier, conforms to the requirements herein and is free of any defects; (2) equipment furnished by CONTRACTOR or any of its subcontractors or suppliers, at any tier, shall be of modern design, in good working condition and fit for use of its intended purpose; and (3) all Work shall meet all of the requirements of this Contract.
- 12.2. Under this warranty, CONTRACTOR shall remedy at its own expense any such failure to conform or correct any defect. In addition, CONTRACTOR shall remedy at its own expense any damage to SBCTA or SCRRA owned or controlled real or personal property, when that damage is the result of CONTRACTOR's failure to conform to Contract requirements or any such defect of equipment, material, workmanship or design. CONTRACTOR shall also restore any Work damaged in fulfilling the terms of this clause.
- 12.3. Such warranty shall continue for as follows:
- 12.3.1 New Equipment: As to new equipment, CONTRACTOR's sole warranty is to replace or repair, at its option and free of charge, manufacturing defects in material and workmanship in the Equipment for a period of thirty-six (36) months after Substantial Completion. Warranty applies only to major components and does not include wear parts. CONTRACTOR assumes no obligation, liability, cost or responsibility for any repair or replacement unless performed by CONTRACTOR or its subcontractors or with CONTRACTOR's prior written consent.
  - 12.3.2 Assignment: CONTRACTOR shall assign any and all manufacturer warranties for new equipment to SBCTA, its designated assignee, or SCRRA, at the conclusion of the end of the Contract term.
  - 12.3.3 Parts:
    - A. As to parts purchased separately from the equipment and as to spare parts packages, CONTRACTOR's sole warranty is to replace or repair all defective parts.
    - B. As to the parts that become defective within one year following the end of the Contract term, CONTRACTOR's sole warranty is to replace or repair all defective parts, provided that (1) SBCTA notifies CONTRACTOR in writing prior to the expiration of the applicable warranty period; (2) SBCTA has conducted periodic maintenance and service as specified in any maintenance manuals provided by CONTRACTOR; and (3) SBCTA

has used, operated, installed, and stored the parts properly. SBCTA must return to CONTRACTOR the defective part(s) within thirty (30) days of arrival of the replacement part. This parts warranty includes labor costs for removing defective parts and for installing repaired or replaced parts. The warranty with respect to any repaired or replaced part shall expire at the expiration of the original applicable warranty period of the part.

- 12.4. SBCTA, its designated assignee, or SCRRA, shall notify CONTRACTOR in writing within a reasonable time after the discovery of any failure, defect or damage. CONTRACTOR has seven days from receipt of notice from SBCTA/SCRRA to respond to the notification and indicate how CONTRACTOR will remedy the failure, defect, or damage. If SBCTA/SCRRA is not satisfied with the remedy proposed by CONTRACTOR, CONTRACTOR and SBCTA shall meet and mutually agree when and how CONTRACTOR shall remedy such violation. In the case of an emergency requiring immediate corrective action, CONTRACTOR shall implement such action as it deems necessary and shall notify SBCTA in writing of the urgency of a decision and action taken. CONTRACTOR and SBCTA shall then promptly meet in order to agree on a remedy. If CONTRACTOR and SBCTA fail to agree on the remedy within a five-day period, SBCTA, after notice to CONTRACTOR, shall have the right to perform or have performed by third parties the necessary remedy, and the costs thereof shall be borne by CONTRACTOR.
- 12.5. Should CONTRACTOR fail to remedy any failure, defect or damage above within a reasonable time after receipt of notice thereof, SBCTA shall have the right to replace, repair or otherwise remedy such failure, defect or damage at CONTRACTOR's expense and CONTRACTOR shall be liable for all damages, including, but not limited to, actual or consequential damages and cost of any suit to enforce SBCTA's rights hereunder, including reasonable attorney's fees.
- 12.6. In addition to the other rights and remedies provided by this clause, all subcontractors, manufacturers, and suppliers' warranties, expressed or implied, respecting any Work and materials furnished hereunder, shall, at the direction of SBCTA, be enforced by CONTRACTOR for the benefit of SBCTA. In such case if CONTRACTOR's warranty has expired, any suit directed by SBCTA shall be at the expense of SBCTA. CONTRACTOR shall obtain any warranties which the subcontractors, manufacturers or suppliers would give in normal commercial practice and shall cause all subcontractor or supplier warranties to be extend to SBCTA.
- 12.7. If directed by SBCTA, CONTRACTOR shall require any such warranties to be executed in writing to SBCTA.
- 12.8. Notwithstanding any other provision of this clause, unless such a defect is caused by



the negligence of CONTRACTOR or its subcontractors or suppliers at any tier, CONTRACTOR shall not be liable for the repair of any defects of material or design furnished by SBCTA nor for the repair of any damage which results from any such defect in SBCTA furnished material or design.

- 12.9. The warranty specified herein shall not limit SBCTA's rights under the inspection and acceptance provisions of this Contract with respect to latent defects, gross mistakes or fraud.
- 12.10. Defects in design or manufacture of equipment specified by SBCTA on a "brand name and model" basis shall not be included in this warranty. CONTRACTOR shall require any subcontractors, manufacturers or suppliers thereof to execute their warranties in writing directly to SBCTA.

### **ARTICLE 13. NON-CONFORMING WORK**

- 13.1. Nonconforming Work rejected by SBCTA shall be removed and replaced so as to conform to the requirements of this Contract, at CONTRACTOR's cost and without a time extension; and CONTRACTOR shall promptly take all action necessary to prevent similar deficiencies from occurring in the future. The fact that SBCTA may not have discovered the nonconforming Work shall not constitute an acceptance of such nonconforming Work. If CONTRACTOR fails to correct any nonconforming Work within ten days of receipt of notice from SBCTA requesting correction, or if such nonconforming Work cannot be corrected within ten (10) days, and CONTRACTOR fails to (1) provide to SBCTA a schedule for correcting any such nonconforming Work acceptable to SBCTA within such ten-day period, (2) commence such corrective Work within such ten-day period and (3) thereafter diligently prosecute such correction in accordance with such approved schedule to completion, then SBCTA may cause the nonconforming Work to be remedied or removed and replaced and may deduct the cost of doing so from any moneys due or to become due CONTRACTOR and/or obtain reimbursement from CONTRACTOR for such cost.
- 13.2. If SBCTA agrees to accept any nonconforming Work without requiring it to be fully corrected, SBCTA shall be entitled to reimbursement of a portion of the Contract Price in an amount equal to the greater of the amount deemed appropriate by SBCTA to provide compensation for future maintenance and/or other costs relating to the nonconforming Work, or 100% of CONTRACTOR's cost savings associated with its failure to perform the Work in accordance with Contract requirements. Such reimbursement shall be payable to SBCTA within ten (10) days after CONTRACTOR's receipt of an invoice thereof. CONTRACTOR acknowledges and agrees that SBCTA shall have sole discretion regarding acceptance or rejection of

nonconforming Work and that SBCTA shall have sole discretion with regard to the amount payable in connection therewith.

#### **ARTICLE 14. CONTRACTOR INSPECTION SYSTEMS**

CONTRACTOR shall maintain an adequate inspection system and perform such inspections as will assure that the Work performed under this Contract conforms to the specified requirements, and shall maintain and make available to SBCTA adequate records of such inspections.

#### **ARTICLE 15. OPERATIONS AND STORAGE AREAS**

- 15.1. All operations of CONTRACTOR (including storage of materials and equipment) on the site shall be confined to areas authorized or approved by SBCTA. CONTRACTOR shall hold SBCTA and its officers and agents free and harmless from liability of any nature occasioned by CONTRACTOR's operations.
- 15.2. Temporary buildings (storage sheds, shops, offices, etc.) may be erected by CONTRACTOR with the written consent of SBCTA, and shall be built with labor and materials furnished by CONTRACTOR without expense to SBCTA. Such temporary buildings and utilities shall remain the property of CONTRACTOR and shall be removed by CONTRACTOR at its expense upon the completion of the Work. With the written consent of SBCTA, such buildings and utilities may be abandoned and need not be removed.
- 15.3. CONTRACTOR shall, under regulations prescribed by SBCTA, use only established roadways or construct and use such temporary roadways as may be authorized by SBCTA. Where materials are transported in the prosecution of Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state or local law or regulation. When it is necessary to cross curbing or sidewalks, protection against damage shall be provided by CONTRACTOR and any damaged roads, curbing or sidewalks shall be repaired by, or at the expense of, CONTRACTOR.

#### **ARTICLE 16. PROTECTION OF VEGETATION, UTILITIES AND IMPROVEMENTS**

- 16.1. CONTRACTOR shall preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site of Work which is not to be removed and which does not unreasonably interfere with the construction Work. Care will be taken in removing trees authorized for removal to avoid damage to vegetation to remain in place. Any limbs or branches of trees broken during such operations or by the careless operation of equipment, or by workmen, shall be trimmed with a clean cut and painted with an

approved tree pruning compound as directed by SBCTA.

- 16.2. CONTRACTOR shall protect from damage all existing improvements or utilities at or near the site of the Work, the location of which is made known to it, and will repair or restore any damage to such facilities resulting from failure to comply with the requirements of this Contract or the failure to exercise reasonable care in the performance of the Work. If CONTRACTOR fails or refuses to repair any such damage promptly, SBCTA may have the necessary Work performed and charge the cost to CONTRACTOR.

## **ARTICLE 17. CLEANING UP**

- 17.1. CONTRACTOR shall at all times keep the construction area, including storage areas used by it, free from accumulations of waste material or rubbish, and prior to completion of the Work remove any rubbish from SBCTA owned premises and all tools, scaffolding, equipment and materials not the property of SBCTA. Upon completion of the construction and during all subsequent Work, CONTRACTOR shall leave the Work and premises in a clean, neat and workmanlike condition satisfactory to SBCTA.
- 17.2. After completion of all Work on the project, and before making application for acceptance of the Work, CONTRACTOR shall clean the site, including all areas under the control of SBCTA, that have been used by CONTRACTOR in connection with the Work on the project and remove all debris, surplus material and equipment, and all temporary construction or facilities of whatever nature, unless otherwise approved by SBCTA. Final payment will be withheld by SBCTA until CONTRACTOR has satisfactorily complied with the foregoing requirements for final cleanup of the project site.
- 17.3. Full compensation for conforming to the provisions in this Article, not otherwise provided for, shall be considered as included in price of this Contract and no additional compensation will be allowed therefore.

## **ARTICLE 18. DIFFERING SITE CONDITIONS**

- 18.1. CONTRACTOR shall immediately, and before such conditions are disturbed, notify SBCTA in writing of: (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this Contract, or (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. SBCTA will investigate the conditions within three business days of receipt of notification, and if it finds that such conditions do materially

so differ and cause an increase or decrease in CONTRACTOR's cost of, or the time required for, performance of any part of the Work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the Contract modified in writing accordingly.

- 18.2. No claim of CONTRACTOR under this Article shall be allowed unless CONTRACTOR has given the written notice required above.

## **ARTICLE 19. OWNERSHIP**

- 19.1. With respect to any part of any element that is to be affixed to any area within the project site (or any infrastructure already affixed thereto) as part of the project, ownership of and title to each such part shall automatically vest in SBCTA or in such other name to the extent expressly provided for in this Contract, or in such other name(s) as SBCTA may otherwise determine in its discretion, free from all encumbrances immediately upon such part being affixed thereto.
- 19.2. The Contractor shall not do any act or thing that shall create any encumbrance against any part of the project or area within the project site, and shall remove any encumbrance, unless the encumbrance came into existence as a result of an act of or omission by SBCTA.
- 19.3. Notwithstanding the foregoing:
- 19.3.1 the passage of ownership of and title to any part of any element shall not in itself imply acceptance of the same by SBCTA as to the compliance with this Contract; and
  - 19.3.2 the risk of loss or damage to all elements shall remain with the CONTRACTOR until the earlier of the end of the term or the date on which such element is handed over to SBCTA and is thereafter expressly excluded from the project and the CONTRACTOR'S continuing scope of Work.

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**ATTACHMENT A: SCOPE OF WORK  
(SEE ATTACHMENT A OF THIS RFP)**

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Attachment: Attachment B-Special Provisions (9886 : Award Contract No. 24-1003026 for AMF Hydrogen Fuel System)



## ATTACHMENT B: PAYMENT SCHEDULE

### B1. MILESTONE PAYMENTS

THE MILESTONES SUBJECT TO THIS CONTRACT, AND THE PRICE, ARE AS FOLLOWS:

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Attachment: Attachment B-Special Provisions (9886 : Award Contract No. 24-1003026 for AMF Hydrogen Fuel System)

| <b><u>Item<sup>1</sup></u></b> | <b><u>Milestone Description</u></b>  | <b><u>Deliverables</u></b>   | <b><u>Price</u></b>                  | <b><u>Target Date</u></b> |
|--------------------------------|--|--|--------------------------------------|---------------------------|
| B.1.1                          | Notice to Proceed (NTP)  | N/A  | N/A                                  | -                         |
| B.1.2                          | Site and Mobile Unit Design Plans and Construction Safety Plan and O&M Safety Plan/HAZOP | Basic engineering completed and Safety process and plans. Deliverables: Preliminary P&IDs, basic site drawings, summary of initial safety reviews, construction and O&M safety plans/HAZOP | 15% of initial capital costs         | 60 days following NTP     |
| B.1.3a*                        | Interim Fueling Available  | Interim fueling to fuel the ZEMU vehicle during testing/revenue service as needed prior to delivery/installation of Completed Equipment  | (Payment will be on a monthly basis) | March 31, 2024            |
| B.1.3b*                        | Completed Equipment Drawings & Permit Pack   | Receive Equipment Drawings. Deliverables: Transmittals of drawings from OEM and supplier invoice   | 10% of initial capital costs         | 120 days following NTP    |
| B.1.4                          | Equipment Manufactured   | Equipment has been manufactured. Deliverables: Photographs of completed units showing evidence that equipment has been completed and is ready for shipping.                                | 30% of initial capital costs         | 270 days following NTP    |
| M.1.5*                         | Construction Complete  | HFS equipment has been installed and all power, gas and telecommunications have been completed. Deliverables: Construction completion report.  | 25% of initial capital costs         | 360 days following NTP    |

| <b><u>Item</u><sup>1</sup></b> | <b><u>Milestone Description</u></b>   | <b><u>Deliverables</u></b>  | <b><u>Price</u></b>   | <b><u>Target Date</u></b> |
|--------------------------------|---|---|---|---------------------------|
| B.1.6*                         | Commissioning and Training Complete   | Deliverables: Commissioning completion report; training curriculum, agendas and rosters; HFS acceptance sign-off by SCRRA and AHJ issued permits. | 20% of initial capital costs  | 450 days following NTP    |
| B.1.7                          | <b><i>Subtotal (Initial Capital Costs)</i></b>  |   | <b><i>\$(Sum of items B.1.1.1 to B.1.1.6)</i></b>                                       |                           |
| B.2.1                          | Hydrogen Fuel Charges for Deliveries During the Maintenance and Fuel Delivery Period (Maximum Not to Exceed Price for usage of fuel on a monthly basis, including all other operational costs.) |   | <i>\$(To be inserted from Proposer's final fee proposal) per kg of H2 fuel consumed</i> | Monthly                   |
| B.2.2                          | <b><i>Subtotal (Initial Maintenance and Fuel Delivery Period, Years 1-3)</i></b>  |   | <b><i>\$(Sum of items B.2.1 for three year initial term)</i></b>                        |                           |
| B.2.3                          | Hydrogen Fuel Charges for Deliveries During the First Option Term, Year 4   |   | <i>\$(To be inserted from Proposer's final fee proposal) per kg of H2 fuel consumed</i> |                           |
| B.2.4                          | Hydrogen Fuel Charges for Deliveries During the Second Option Term, Year 5  |   | <i>\$(To be inserted from Proposer's final fee proposal) per kg of H2 fuel consumed</i> |                           |
|                                | <b>TOTAL (CONTRACT PRICE)</b>   |   | <b><i>\$(Sum of items B.1.7, B.2.2, B.2.3, and B.2.4)</i></b>                           |                           |

<sup>1</sup> Items identified with a (\*) denote Key Milestones that are subject to Liquidated Damages for failure to timely complete in accordance with the Contract documents.

|                     |
|---------------------|
| <b>Fuel Charges</b> |
|---------------------|

| FUEL CHARGES -<br>Maximum Not to Exceed<br>Price for Usage |  | INITIAL TERM -<br>BEGINS WITH COMMISSIONING OF<br>STATION |          |            | OPTION<br>TERM ONE | OPTION<br>TERM TWO |
|--|--|---|----------|------------|--------------------|--------------------|
| Fuel Price <sup>1)</sup>                                   |  | YEAR ONE  | YEAR TWO | YEAR THREE | YEAR FOUR          | YEAR FIVE          |
|  | Price/Kg (including taxes<br>and delivery) |   |          |            |                    |                    |
|  | Approximate<br>Hydrogen Dispensed<br>(kg)  |   |          |            |                    |                    |
| Approximate Fuel Cost                                      |  |   |          |            |                    |                    |
|  |  |   |          |            |                    |                    |

|                    |
|--------------------|
| <b>Annual Fees</b> |
|--------------------|

| Annual Fees - Firm Fixed<br>Price |                     | INITIAL TERM |          |            | OPTION TERM |           |
|-----------------------------------|---------------------|--------------|----------|------------|-------------|-----------|
|                                   |                     | YEAR ONE     | YEAR TWO | YEAR THREE | YEAR FOUR   | YEAR FIVE |
| Operation & Maintenance           |                     |              |          |            |             |           |
|                                   | Planned Maintenance |              |          |            |             |           |
| TOTAL Annual Fees                 |                     |              |          |            |             |           |
|                                   |                     |              |          |            |             |           |

<sup>1)</sup> Firm-fixed price/maximum price per Kg dispensed

## ATTACHMENT C: GENERAL PROVISIONS

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## 1. COST BREAKDOWN

Within fifteen (15) calendar days after "Notice to Proceed," the Contractor shall, upon request by SBCTA, submit a cost breakdown of the Milestone payments, listed in Attachment A to the Special Provisions, for all construction work. This cost breakdown will form the basis for Milestone payments in accordance with these Specifications and shall show all of the major categories and subcategories of work and equipment requested by SBCTA. Additionally, all costs shall be segregated between off-site and on-site costs. Mobilization costs shall not exceed ten percent (10%) of total construction costs. Bonds and insurance costs will be identified as a separate line item. Such cost breakdown shall not be required if SBCTA, at its sole discretion, elects to pay the Contractor in lump sum within thirty (30) calendar days of receipt of proper invoice following the Contractor's satisfactory completion and SBCTA's acceptance of all work.

## 2. MILESTONE PAYMENTS

- a. Payments will be made to CONTRACTOR by SBCTA in accordance with Attachment A to the Special Provisions, for all construction work.
- b. SBCTA will pay only ninety-five percent (95%) of amount as determined above, retaining 5% as part security for the fulfillment of this Contract by the Contractor.
- c. The amount retained in accordance with paragraph 2.b., above, from the payment total will be paid in full to the Contractor as part of the payment upon Contractor's achievement of Substantial Completion, except that ½ of 1% of the total Contract Price shall be retained for one (1) year beyond the date of Substantial Completion as partial security for fulfillment of the Punch List obligations by the Contractor and paid in full upon Final Acceptance.
- d. No payments will be made for materials not installed.
- e. Milestone payments made by SBCTA in no way shall be deemed or construed as acceptance by SBCTA of work or waiver by SBCTA of any rights hereunder.
- f. The Contractor shall pay subcontractors, promptly upon receipt of each SBCTA Milestone payment, the respective amounts allowed the Contractor on account of the work performed by subcontractors, to the extent of each such subcontractor's interest therein. Such payments to subcontractors shall be based on estimates made pursuant to this Contract. Any diversion by the Contractor of payments received for prosecution of a contract, or failure to reasonably account for the application or use of such payments, constitutes ground for termination of the Contractor's control

over the work and for taking over the work, in addition to disciplinary action by the Contractor's State License Board. The subcontractor shall notify, in writing, the Contractor's State License Board and SBCTA of any payment less than the amount or percentage approved for the class or item of work as set forth in this Contract.

- g. In addition to other amounts properly withheld under this Contract, SBCTA shall withhold all legally required sums for, but not necessarily limited to, stop notices, labor and tax liens, etc.

### 3. FINAL INSPECTION AND ACCEPTANCE

- a. Substantial Completion is defined herein as, in the opinion of SBCTA, that Work or portion thereof that is sufficiently complete and in accordance with the Contract, that it can be utilized by SBCTA for the purpose for which it was intended. A determination of Substantial Completion does not waive, but may not require, the prior completion of minor items which do not impair SBCTA's ability to safely occupy and utilize the Work for its intended purpose.
- b. Promptly after Substantial Completion has occurred, Contractor shall perform all Punch List Work, if any, which was deferred for purposes of Project Completion, and shall satisfy all of its other contractual obligations under the contract documents.
- c. When the Contractor determines that the work is fully completed, including satisfactory completion of all inspections, tests, and required documentation, Punch List and clean- up items, Contractor shall give SBCTA a written request for Final Acceptance within ten (10) days thereafter, specifying that the work is completed and the date on which it was completed.
- d. Within thirty (30) days after receipt of the request for Final Acceptance from Contractor, SBCTA will make a final inspection of the work and will either:
  - i. Reject the request for Final Acceptance, specifying the defective or uncompleted work; or
  - ii. Issue a written Final Acceptance and record Notice of Completion with County Recorder.
- e. At the expiration of the Term, the Contractor shall hand over the Project in accordance with the requirements set out in Section 60.

### 4. CLAIMS

- a. Contractor is required to submit a written claim within ten (10) days after the event or occurrence first giving rise to the potential claim, or in the event of a denial of a

request for change by SBCTA. All claims shall include a detailed factual statement; including names, dates and specific events that took place. In addition, all claims shall include supporting documents in support of the claim, a detailed analysis of a request for a time extension, if applicable, and a detailed breakdown of a request for additional compensation. A revised construction schedule shall also be included identifying the impact of the delays, including proposals to minimize any of the impacts.

- b. SBCTA shall respond in writing to a claim within forty-five (45) days of receipt of claim. Within thirty (30) days of receipt of claim, SBCTA, if necessary, may request additional documentation in support of said claim. If additional documentation is requested, SBCTA shall respond in writing to the claim within fifteen (15) days after receipt of additional documentation.
- c. Claims filed by the Contractor shall be in sufficient detail to enable SBCTA to ascertain the basis and amount of said claims. SBCTA will consider and determine the Contractor's claims, and it will be the responsibility of the Contractor to furnish within a reasonable time such further information and details as may be required by SBCTA to determine the facts or contentions involved in its claims. Failure to submit such information and details will be sufficient cause for denying the claim.
- d. Claims submitted by the Contractor shall be accompanied by a notarized certificate containing the language listed in Attachment B1 to this Exhibit B. Failure to submit the notarized certificate will be cause for denying the claim.

## 5. FINAL PAYMENT

- a. After the filing of the Notice of Completion, SBCTA will make a proposed final estimate, in writing, of the total amount payable to the Contractor, including therein an itemization of said amount, segregated as to contract item quantities, extra work and any other basis for payment, and shall also show therein all deductions made or to be made for prior payments and amounts to be kept or retained under the provisions of the contract. All prior estimates and payments shall be subject to correction in the proposed final estimate. Within 15 days after proposed final estimate has been submitted, Contractor shall submit to SBCTA written approval of proposed final estimate and/or a written statement of all claims of the contract. No claim will be considered that was not included in written statement of claims, nor will any claim be allowed unless the Contractor has previously complied with the notice and protest requirements.
- b. On the Contractor's approval, or if no claim is filed within the stated period, SBCTA will issue a final written estimate, in accordance with the proposed final

estimate submitted to the Contractor; and 35 days after the date of filing the Notice of Completion, SBCTA will pay the entire sum found to be due. Such final estimate and payment thereon shall be conclusive and binding against the Contractor on all questions relating to the amount of work done and the compensation payable therefore, except as otherwise provided.

- c. If the Contractor within said period of 15 days files claims, SBCTA will issue a semi-final estimate in lieu of the final estimate submitted to the Contractor; and 35 days after the date of filing of the Notice of Completion, SBCTA will pay the sum found to be due. Such semi-final estimate and payment thereon shall be conclusive and binding against the Contractor on all questions relating to the amount of work done and the compensation payable therefore, except insofar as affected by the claims filed within the time and in the manner required hereunder and except as otherwise provided.
- d. Upon final determination of any outstanding claims, SBCTA shall then make and issue a final estimate in writing and within 30 days thereafter, SBCTA will pay the entire sum, if any, found due. Such final estimate shall be conclusive and binding against the Contractor on all questions relating to the amount of work done and the compensation payable therefore, except as otherwise provided.

## 6. EXTRA WORK AND CHANGES

- a. New and unforeseen work, which in the judgment of SBCTA is found necessary or desirable for the satisfactory completion of the work, will be classified as extra work, as well as work specifically designated as such in the plans or specifications. The Contractor shall do such extra work and furnish material and equipment therefore as directed by SBCTA in writing by a change order. No extra work will be paid for or allowed unless the same was done upon written change order and after all legal requirements have been complied with. The Contractor agrees that he will accept as full compensation for extra work, so ordered, an amount to be determined by one of the following methods:
  - i. A price mutually agreed upon in writing by SBCTA and Contractor (hereafter Agreed Price).
  - ii. Force Account as hereafter provided.
- b. It is mutually agreed that on the agreed price, the Contractor and subcontractor(s) shall add not more than a total markup of 20% to be divided between the Contractor and subcontractor(s) as full compensation for all other expenses including

overhead, profit, bond, superintendence, insurance, and small tools.

- c. When extra work is to be paid for on a force account basis, compensation will be determined as follows:
  - i. Materials
    - A. A sum equal to the actual cost to the Contractor of the materials furnished by him, as shown by paid receipts, plus not more than fifteen percent (15%). Only installed materials shall be paid for.
  - ii. Labor
    - A. The actual wages paid, as shown on the certified copies of Contractor's payroll, for all labor directly engaged in the work and including the cost of any compensation insurance paid for by the Contractor, subsistence and travel allowance aid to such workmen as required by collective bargaining agreements plus not more than twenty percent (20%).
    - B. To the actual wages as described in 1 above will be added a labor surcharge of not more than seventeen percent (17%), and shall constitute full compensation for all other payments, including payments imposed by State and Federal laws.
  - iii. Equipment
    - A. Equipment will be paid for as a rental charge whether owned by the Contractor or not, and said rental rates prevailing in the area for comparable equipment will be paid. To the direct costs of "Equipment Rental" will be added a not more than fifteen percent (15%) markup.
    - B. All extra work at Force Account shall be adjusted daily upon report sheets prepared by SBCTA, furnished to the Contractor and signed by both parties. Said daily reports shall thereafter be considered the true record of all extra work done. The decision of SBCTA as to whether extra work has in fact been performed shall be conclusive and binding upon both parties to the contract.
- d. A contract change order approved by SBCTA may be issued to the Contractor at any time. Should the Contractor disagree with any terms or conditions set forth in the contract change order, the Contractor shall submit a written protest to SBCTA within fifteen (15) days after the receipt of the contract change order. The protest shall state the points of disagreement and, if possible, the contract specification



references, quantities and costs involved. If a written protest is not submitted within the above period, payment will be made as set forth in the approved contract change order and such payment shall constitute full compensation for all work included therein or required thereby. Such unprotested approved contract change orders will be considered as executed contract change orders.

- e. Contractor shall promptly notify SBCTA in writing when it receives direction, instruction, interpretation or determination from any source other than SBCTA or its designated representatives that may lead to or cause change in the work. Such written notification shall be given to SBCTA before the Contractor acts on said direction, instruction, interpretation or determination.

## **7. EXTENDED FIELD OFFICE OVERHEAD COSTS**

- a. Within thirty (30) days after receipt of the Notice to Proceed, the Contractor shall submit a written statement to SBCTA detailing its field office overhead costs which are time related. SBCTA will review this cost submittal and reach a written agreement with the Contractor on a daily field office overhead cost rate which shall be issued as an agreed upon change order. The daily rate agreed to in this change order will be applicable throughout the duration of the Contract. No field office costs will be paid until such agreement is reached between SBCTA and the Contractor and the change order concerning this daily rate is executed by both parties.
- b. The individual cost components of the daily field office overhead rate shall represent costs which increase as a direct result of any time extension caused solely and exclusively by an act of SBCTA. This listing may include such cost items as on-site project management, supervision, engineering and clerical salaries; on-site office utilities and rent; on-site company vehicles and their operating expenses; and site maintenance and security expenses. Field office overhead costs which are unaffected by increased time shall not be allowable costs in calculating the daily field office overhead rate. These non-time related costs include, but are not limited to, acquisition and installation of stationary equipment; temporary construction facilities; utilities and office furnishings (unless such items are rented or leased); the preparation of the site including clearing, grubbing, grading and fencing; mobilization and demobilization costs; and the costs of permits, bonds and insurance coverage for the project.
- c. The individual wage cost components used to calculate the daily field office overhead rate shall be supported by actual employee payroll records, not salary ranges or estimates. Hourly rates for management, supervisory, engineering and

clerical employees shall be based upon 2,080 works hours per year and shall not include allowances for holidays, vacation or sick time.

- d. The daily field office overhead rate shall be multiplied by the number of days the Contract is delayed or extended by change order and shall be added to the agreed upon change order cost. The days of delay shall be those caused solely by action of SBCTA and documented by a time impact analysis prepared and submitted by the Contractor. In the event a deductive change order is issued which reduces time under the Contract, the daily field office overhead rate shall be added to the deductive amount. No allowance for overhead costs and no profit allowance shall be added to the extended field office overhead cost.

## 8. ACCELERATION

- a. SBCTA reserves the right to accelerate the work of the Contract at any time during its performance. In the event that SBCTA directs acceleration, such directive will be given to the Contractor in writing. The Contractor shall keep cost and other Project records related to the acceleration directive separately from normal Project cost records and shall provide a written record of acceleration costs to SBCTA on a daily basis.
- b. In the event that the Contractor believes that some action or inaction on the part of SBCTA constitutes an acceleration directive, the Contractor shall immediately notify SBCTA in writing that the Contractor considers the actions or inactions an acceleration directive. This written notification shall detail the circumstances of the acceleration directive. The Contractor shall not accelerate their work efforts until SBCTA responds to the written notification. If acceleration is then directed or required by SBCTA, all cost records referred to above shall be maintained by the Contractor and provided to SBCTA on a daily basis.
- c. In order to recover additional costs due to acceleration, the Contractor must document that additional expenses were incurred and paid by the Contractor. Labor costs recoverable will only be overtime or shift premium costs or the cost of additional laborers brought to the site to accomplish the accelerated work effort. Equipment costs recoverable will only be the cost of added equipment mobilized to the site to accomplish the accelerated work effort.

## 9. VALUE ENGINEERING

- a. SBCTA encourages the Contractor to submit Value Engineering Proposals (VEPs) whenever it identifies areas and/or instances in which improvements can be made, in order to avail SBCTA of potential cost savings. Contractor and SBCTA will

share any savings in the manner described below.

- b. A VEP applies to a Contractor developed and documented VEP that:
  - i. Requires a change to the contract.
  - ii. Reduces the total Contract Price without impairing essential functions or characteristics of the work.
  - iii. Results in an estimated total net savings to SBCTA equal to or greater than \$1,000.
- c. At a minimum, a VEP should include the following information:
  - i. A description of the existing contract requirements that are involved in the proposed change.
  - ii. A description of the proposed change, and all specifications and/or plans necessary for the complete evaluation of the proposed change. Include a discussion of the differences between existing requirements and the proposed change, together with advantages and disadvantages of each changed item. All relevant back up documentation needs to be included to support proposed changes.
  - iii. Cost estimate for existing contract requirements correlated to the Contractor's lump sum breakdown and the proposed changes in those requirements, including costs of development and implementation by the Contractor.
- d. Contractor shall submit the VEP to SBCTA. At its sole discretion, SBCTA may accept, in whole or in part and by change order, any VEP submitted pursuant to this section. Until a change order is issued on a VEP, Contractor shall remain obligated to perform in accordance with the contract. The decision of SBCTA as to the rejection or acceptance of a VEP shall be at the sole discretion of SBCTA.
- e. If SBCTA accepts a VEP submitted by the Contractor pursuant to this section, the total Contract Price shall be adjusted based upon a sharing of the net savings by the Contractor and SBCTA (50% SBCTA, 50% Contractor). Contractor's profit shall not be reduced by application of the VEP.
- f. Net savings are defined as gross savings less the Contractor's costs and less SBCTA's costs.
  - i. Contractor's costs means reasonable costs incurred by the Contractor in preparing the VEP and making the change.
  - ii. SBCTA's costs means reasonable costs incurred by SBCTA for evaluating

and implementing the VEP.

iii. Contractor is not entitled to share in either concurrent, collateral or future contract savings. Collateral savings are those measurable net reductions in SBCTA's costs of operation that result from the VEP. Concurrent savings cover the reductions in the cost of performance of other contracts.

g. Contractor shall include appropriate VEP provisions in all subcontracts greater than \$25,000.

## **10. STOP PAYMENT NOTICES**

The Authority, at its sole discretion, may, at any time, retain out of any amounts due the Contractor, sums sufficient to cover claims filed pursuant to Section 9358 et. seq. of the California Civil Code.

## **11. LABOR PROVISIONS**

### **a. Prevailing Wages**

Contractor shall comply with all applicable requirements of Division 2, Part 7, Chapter 1 of the Labor Code and all applicable federal requirements respecting prevailing wages. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the wage rates determined by the Director of the Department of Industrial Relations (DIR) for similar classifications of labor, the Contractor and subcontractors shall not pay less than the higher wage rate. The DIR will not accept lower state wage rates not specifically included in the Federal minimum wage determination.

### **b. Minimum Wages**

i. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally, and not less often than once a week and without subsequent deduction or rebate on any account, the full amounts due at time of payment computed at wage rates not less than those specified in the General Wage Determinations referenced in this section regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics; and the wage determination decision shall be posted by the Contractor at the site of the work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or cost reasonably anticipated under the Labor Code of the State of California on behalf of laborers or mechanics are considered wages paid by such Laborers or mechanics. Also, for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds or programs, but covering the

particular weekly period, are deemed to be constructively made or incurred during such weekly period.

ii. SBCTA shall require that any class of laborers or mechanics, including apprentices and trainees, which is not listed in the General Wage Determinations and which is to be employed under this Contract, shall be classified conformably to such wage determinations. In the event SBCTA does not concur in the Contractor's proposed classification or reclassification of a particular class of laborers and mechanics (including apprentices and trainees) to be used, the question, accompanied by the recommendation of SBCTA, shall be referred to the State Director of Industrial Relations for determination.

iii. SBCTA shall require, whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage and the Contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon cash equivalent of the fringe benefit, the questions, accompanied by the recommendation of SBCTA, shall be referred to the State Director of Industrial Relations for determination.

iv. All disputes concerning the payment of wages or the classification of workers under this Contract shall be promptly reported to SBCTA.

c. Deductions

SBCTA may deduct from each Milestone payment and the Final Payment the following:

i. Any SBCTA or third party claims or losses for which Contractor is responsible hereunder or any Liquidated Damages which have accrued as of the date of the application for payment;

ii. If a notice to stop payment is filed with SBCTA, due to the Contractor's failure to pay for labor or materials used in the work, money due for such labor or materials, plus the 25% prescribed by law, will be withheld from payment to the Contractor. In accordance with Section 9358 of the Civil Code, SBCTA may accept a bond by a corporate surety in lieu of withholding payment;

iii. Any sums expended by or owing to SBCTA as a result of Contractor's failure to maintain the as-built drawings;

iv. Any sums expended by SBCTA in performing any of the Contractor's obligations under the Contract which Contractor has failed to perform; and

v. Any other sums which SBCTA is entitled to recover from Contractor under

the terms of the Contract.

vi. The failure by SBCTA to deduct any of these sums from a payment shall not constitute a waiver of SBCTA's right to such sums. All amounts owing by Contractor to SBCTA under the Contract shall earn interest from the date on which such amount is owing at the lesser of (i) 10% per annum or (ii) the maximum rate allowable under applicable Governmental Rules.

#### 4. Payrolls and Basic Records

vii. Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work. Such records will contain the name, address and social security number of each such worker, the correct classification, rates of pay, daily and weekly number of hours worked, deductions made and actual wages paid.

viii. Contractor will submit weekly a copy of all payrolls to SBCTA as required in these "Labor Provisions." The copy shall be accompanied by a statement signed by the employer or its agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the State Director of Industrial Relations and that the classifications as set forth for each laborer or mechanic conform to the work performed. A submission of the "Weekly Statement of Compliance," which is required under this Contract, shall satisfy this requirement. The prime Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The Contractor will make the records required under the labor standard clauses of the contract available for the inspection by authorized representatives of SBCTA, and will permit such representatives to interview employees during working hours on the job.

#### d. Apprentices and Trainees

i. Apprentices: Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program as defined in section 1777.5 of the Labor Code of the State of California. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate who is not registered or otherwise employed as stated above, shall be paid the wage rate determined by the State Director of Industrial Relations for the classification of work he actually performed. The Contractor or subcontractor will be required to furnish to SBCTA or the State Director of Industrial Relations written evidence of the registration of his program and apprentices as well as the appropriate ratios and wage rates (expressed in percentages of the journeyman's rate contained in the applicable wage



determination).

ii. Trainees: Except as provided in 29 CFR 5.15, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to or individually registered in a program which has received prior approval, evidenced by formal certification, by the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training. The ratio of trainees to journeymen shall not be greater than that permitted under the plan approved by the Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the approved program for his level of progress. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Contractor or subcontractor will be required to furnish the contracting officer or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the certification of his program, the registration of the trainees, and the ratios and wage rates prescribed in that program. In the event the Bureau of Apprenticeship and Training withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

iii. Equal Employment Opportunity: The utilization of apprentices and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, 29 CFR Part 30, and 41 CFR Part 60.

e. Compliance With Copeland Regulations (29 CFR Part 3)

The Contractor shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c). The Contractor shall also comply with the Copeland Regulations (29 CFR Part 3) of the Secretary of Labor which are herein incorporated by reference.

f. Contract Termination; Debarment

A breach of item 1 through 6 may be grounds for termination of the contract, and for debarment as provided in 29 CFR Section 5.6.

g. Overtime Requirements

No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any work week in which he is employed on such work to work in excess of 8 hours a day or 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half

times the basic rate of pay for all hours worked in excess of 8 hours a day or 40 hours in such work week.

h. Violation; Liability for Unpaid Wages

Pursuant to section 1775 of the Labor Code of the State of California, in the event that any workman employed on this public works project is paid less than the amount specified in the General Prevailing Wage Determinations or less than is required, relative to overtime, the Contractor and any subcontractor responsible therefore shall be liable to the affected workman for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the State of California or SBCTA for liquidated damages. Such liquidated damages shall be computed with respect to each individual workman found to be underpaid and shall be in the amount of \$50 per calendar day that a workman was underpaid.

i. Withholding for Liquidated Damages

SBCTA may withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided under the Contract.

j. Final Labor Summary

The Contractor and each subcontractor shall furnish to SBCTA, upon the completion of the Contract, a summary of all employment, indicating for the completed project, the total hours worked and the total amount earned.

k. Final Certificate

Upon completion of the contract, the Contractor shall submit to SBCTA, with the voucher for a final payment for any work performed under the contract, a certification concerning wages and classifications for laborers and mechanics, including apprentices and trainees employed on the project, in the form provided in Attachment B2.

l. Notice to SBCTA of Labor Dispute

Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to SBCTA.

m. Disputes Clause

i. All disputes concerning the payment of prevailing wage rates or

classifications shall be promptly reported to SBCTA for its referral to DOT for decision or, at the option of SBCTA, DOT referral to the Secretary of Labor. The decision of DOT or the Secretary of Labor, as the case may be, shall be final.

ii. All questions relating to the application or interpretation of the Copeland Act, the Contract Work Hours Standards Act, the Davis-Bacon Act, or Section 13 of the Act shall be sent to the Federal Transit Administration (FTA) for referral to the Secretary of Labor for ruling or interpretation, and such ruling or interpretation shall be final.

n. **Convict Labor**

In connection with the performance of work under this Contract, the Contractor agrees not to employ any person-undergoing sentence of imprisonment at hard labor. This does not include convicts who are on parole or probation.

o. **Insertion in Subcontracts**

The Contractor shall ensure that all of the provisions of this Section will be inserted in all construction subcontracts of any tier, and such other clauses as the Government may by appropriate instructions require.

p. **Certified Payrolls**

i. SBCTA shall obtain from the Contractor and each subcontractor a certified copy of each weekly payroll within seven (7) days after the regular payroll date. Following a review by SBCTA for compliance with State and Federal labor laws, the payroll copy shall be retained at the project site for later review by FTA.

ii. Contractor may use the Department of Labor Form WH-347, "Optional Payroll Form," which provides for all the necessary payroll information and certifications.

iii. If, on or before the 20th of the month, the Contractor has not submitted satisfactory payrolls covering its work and the work of all subcontractors for all payroll periods ending on or before the 6th of that month, such payrolls will be considered to be delinquent. Regardless of the number of delinquent payrolls, an amount equal to 10% (but not less than \$1,000 or more than \$10,000) shall be deducted from the estimate. Deductions will be made separately for each estimate period in which a new delinquency appears and will be continued until payrolls have been submitted.

iv. Contractors employing apprentices or trainees under approved programs shall include a notation on the first weekly certified payrolls submitted to SBCTA that their employment is pursuant to an approved program and shall identify the program.

## **12. TIME EXTENSION/DELAYS**

a. Contractor may be granted an extension of time for any portion of a delay in

completion of the work due to force majeure, as described in Article 41 of the Contract, provided that: (1) the causes were not foreseeable and did not result from an act or omission by the Contractor; (2) Contractor has taken reasonable precautions to prevent further delays owing to such causes; and (3) Contractor notifies SBCTA in writing of the cause(s) for the delay within ten (10) days from the beginning of any such delay. No claims for additional compensation or damages for the foregoing delays shall be allowed to the Contractor, and the extension of time provided for herein shall be the sole remedy of the Contractor on account of any such delays.

- b. An extension of time will not be granted for a delay described in the above paragraph(s) caused by a shortage of materials, except if materials are furnished by SBCTA, unless the Contractor supplies SBCTA with documented proof that every effort to obtain the materials from all known sources has been attempted and such facts could not have been known or anticipated at the time the Notice To Proceed was issued. Contractor shall also submit proof that the inability to obtain such materials when originally planned did, in fact, cause a delay in completion of the work that could not be compensated for by revising the sequence of its operations. Only the physical shortage of material will be considered as a basis for an extension of time.
- c. An extension of time for weather more severe than normal shall be granted only to the extent the work is actually delayed as determined by SBCTA in its discretion. "Normal" is defined as the monthly average of the temperature, wind, and rainfall wherein the work was performed for the prior 20 years before the execution of the contract.
- d. In the event Contractor is actually and necessarily delayed by an act or omission on the part of SBCTA, as determined by SBCTA, the Contractor shall notify SBCTA in writing within five (5) days from the beginning of any such delay. The time for completion of the work may be extended at the sole discretion of SBCTA.
- e. Within 30 days after the last day of delay, Contractor shall provide SBCTA with detailed information concerning the circumstances of the delay, the number of days actually delayed, and the measures taken to minimize or prevent the delay. Failure to submit information shall be sufficient reason to deny the claim. SBCTA shall ascertain the facts and the extent of the delay, and provide the Contractor its written findings, which will be final and conclusive. Except for any additional compensation expressly provided for in these Contract documents or required under Public Contract Code Section 7102, Contractor shall have no claim for damages or

compensation for any delay or hindrance.

- f. No extension of time will be granted for any SBCTA-caused delay or delay as defined in which (a) the performance of work would have been concurrently delayed by Contractor-induced causes, including but not limited to an act or omission of the Contractor, or (b) remedies are included or excluded by any other contract provision. Only the actual delay necessarily resulting from the causes specified in this Article shall be grounds for extension of time. Should the Contractor be delayed at any time for any period by two or more of the causes specified in this article, Contractor shall only be entitled to one time extension for the entire delay.
- g. Any time extension granted to Contractor shall not release the Contractor or surety from its obligations. Work shall continue and be carried on in accordance with the contract provisions, unless formally suspended or terminated by the SBCTA.

### 13. NONDISCRIMINATION

During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to employment; upgrading; demotion; transfer; recruitment or recruitment advertising; layoff; termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post, in conspicuous places available to the employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order 11246 of

September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- e. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- f. The Contractor will include the provisions of this Paragraph ("Nondiscrimination") in every subcontract or purchase order entered into under this Contract unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- g. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because that person has filed any complaints or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to the employer.

#### **14. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

Contractor agrees to comply with and ensure compliance by all subcontractors with all requirements of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000d,



49 U.S.C. §5332 and Department of Transportation Regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act,” 49 CFR Part 21.

## **15. AFFIRMATIVE ACTION**

- a. Contractors and subcontractors holding a value of work of \$10,000 or more must submit a Monthly Employment Utilization Report (Form 257) to SBCTA by the 5th of each month or sanctions shall be applied for late submittal, non-submittal and incomplete forms returned to the Contractor and resubmitted after the due date.
- b. The reporting period shall be for each calendar month.
- c. The report shall include the information requested for each Contractor's aggregate work force (for all workers on all projects within San Bernardino County) and not just for workers on this project.
- d. If the form is not received by the 5th of the month, a deduction of 10% (with a minimum of \$1,000 and a maximum of \$10,000) will be withheld from the monthly estimate at the option of the SBCTA.
- e. The Contractor shall designate an Equal Employment Officer for the project and notify SBCTA in writing whom that person is prior to beginning of work. All workers shall also be informed who the EEO Officer is.

## **16. EQUAL EMPLOYMENT OPPORTUNITY**

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

## **17. CONFLICT OF INTEREST**

The Contractor and all subcontractors shall avoid organizational conflicts of interest which would restrict full and open competition. An organizational conflict of interest means that due to other activities, relationships or contracts, a Contractor is unable, or potentially unable, to render impartial assistance or advice to SBCTA; a Contractor's objectivity in

performing the work identified in the specifications is or might be otherwise impaired; or a Contractor has an unfair competitive advantage. Contractor is obligated to fully disclose to SBCTA in writing any conflict-of-interest issues as soon as they are known.

## **18. GOVERNMENT INSPECTIONS**

SBCTA or federal government representatives shall have access to the construction site and shall have the right to inspect all project works.

## **19. LICENSING, PERMITS AND INSPECTION COSTS**

- a. The Contractor warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, the County of San Bernardino, local jurisdictions, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Contract. Further, Contractor warrants that its employees, agents, and contractors and subcontractors shall conduct themselves in compliance with such laws and licensure requirements including, without limitation, compliance with laws applicable to nondiscrimination, sexual harassment, and ethical behavior throughout the duration of this Contract. Contractor further warrants that it shall not retain or employ an unlicensed subcontractor to perform work on this Project. Contractor shall notify SBCTA immediately and in writing of its employees', agents', contractors', or subcontractors' inability to obtain or maintain, irrespective of the pendency of any appeal, any such licenses, permits, approvals, certificates, waivers, and exemptions. Such inability shall be cause for termination of this Contract.
- b. Contractor shall procure all permits and licenses and pay all charges, assessments, and fees, as may be required by the ordinances and regulations of the public agencies having jurisdiction over the areas in which the work is located, and shall comply with all the terms and conditions thereof and with all lawful orders and regulations of each such public agency relating to construction operations under the jurisdiction of such agency.

## **20. HAZARDOUS SUBSTANCES**

- a. **CAL-OSHA Requirements**  
All flammable, corrosive, toxic, or reactive materials being bid must have a complete CAL-OSHA Material Safety Data Sheet accompanying the submitted bid.
- b. **South Coast Air Quality Management District (SCAQMD)**  
All materials (paints, coatings, inks, solvents, and adhesives) shall comply with the

volatile organic compounds (VOC) content requirements of the applicable SCAQMD rules.

c. Notice of Hazardous Substances

i. Title 8, California Code of Regulations, Section 5194 (e), states that the employer must inform any Contractor employers with employees working in the employer's workplace of the hazardous substances to which their employees may be exposed while performing their work. In compliance with this requirement, SBCTA hereby gives notice to all bidders that the following general categories of hazardous substances are present on SBCTA's premises:

- A. Adhesives, sealant, patching, and coating products
- B. Antifreezes, coolants
- C. Cleaners, detergents
- D. Paints, thinners, solvents
- E. Pesticides, petroleum products (diesel and unleaded fuel, oil products)
- F. Printing, photocopying materials
- G. Propane welding materials/compressed gases (e.g., acetylene, oxygen, nitrogen)

ii. More specific information may be obtained from Material Safety Data Sheets for individual products.

d. Hazardous Waste Labels

i. Containers containing hazardous substances must be labeled with the following information:

- A. Identity of hazardous substance--chemical name, not manufacturer or trade name.
- B. Appropriate health warning relative to health and physical hazard; and
- C. Name and address of manufacturer or other responsible party.

ii. All containers containing hazardous substances may be rejected unless containers are properly labeled. Containers of 55 gallons or larger must have either weather-resistant labels or the information should be painted directly on the containers.

## 21. CHANGES IN LAWS AND REGULATIONS

CONTRACTOR shall always comply with all applicable state and local regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in this Contract. CONTRACTOR's failure to so comply shall constitute a material breach of contract.

## **22. MEDIA AND THE PUBLIC**

Contractor shall immediately refer all inquiries from the news media or other public sources to SBCTA's Project Manager, or designated representative, relating to this project.

## **23. COORDINATION AND ACCESS**

The project site is an active maintenance facility and Contractor is responsible for coordinating its work with SCRRA/Metrolink. SBCTA and SCRRA/Metrolink may undertake or award other contracts for additional work at the project site. Contractor is responsible for coordinating its work with the work of other contractors as appropriate. The Contractor acknowledges that it does not have any exclusive access to the site or other work areas, and that SBCTA and SCRRA/Metrolink may require that certain facilities and areas be used concurrently by the Contractor and others. Contractor shall cooperate fully with others that may be performing work in the construction area.

## **24. UTILITIES RELATED DELAYS**

- a. If, due to interruptions caused by undocumented utilities, Contractor sustains loss that could not have been avoided by the judicious handling of forces, equipment and plant, SBCTA shall pay to the Contractor the fair and reasonable compensation for the part of the Contractor's actual loss that, in the opinion of SBCTA, was unavoidable. Compensation for idle time of equipment will be determined in the same manner as determinations are made for equipment used in the performance of extra work paid for on a force account basis, as provided in these General Provisions with the following exceptions:
  - i. The utility related delay factor for each classification of equipment shown in the Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates will be applied to that equipment rental rate.
  - ii. The time for which the compensation will be paid will be the actual normal working time during which the delay condition exists, but in no case will exceed 8 hours in any one day.
  - iii. The days for which compensation will be paid will be the calendar days, excluding Saturdays, Sundays, and legal holidays, during the existence of the delay, except that when the rented equipment can be returned or used elsewhere on the project, then no

payment will be made for utilities related delays.

- b. “Actual loss” shall be understood to include no items of expense other than idle time of equipment and necessary payments for idle time of workers, and cost of extra moving of equipment. Compensation for idle time of equipment will be determined as provided in this Section and compensation for idle time of workers will be determined as provided in these General Provisions and no markup will be added in either case for overhead and profit. The cost of extra moving of equipment will be paid for as extra work and changes as provided in these General Provisions.
- c. If performance of the Contractor's work is delayed as the result of utility related delays, an extension of time determined pursuant to the provisions in Article 18 of these General Provisions will be granted.

## 25. UTILITIES AND SUBSURFACE STRUCTURES

- a. Contractor shall protect from damage utility and other subsurface structures that are to remain in place, be installed, relocated, or otherwise rearranged (as used herein, rearranged includes installation, relocation, alteration, or removal).
- b. The right is reserved to SBCTA and SCRRA, or their authorized agents, to enter upon the site for the purpose of making those changes that are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. Contractor shall cooperate with forces engaged in this work and shall conduct operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by the other forces. Wherever necessary, the work of Contractor shall be coordinated with the rearrangement of utility or other non-highway facilities, and Contractor shall decide with the owner of those facilities for the coordination of the work.
- c. Attention is directed to the possible existence of underground main or trunk line facilities as indicated in the Arrow Maintenance Facility (AMF) utility drawings and to the possibility that underground main or trunk lines may be in a location different from that which is indicated on the plans. Contractor shall ascertain the exact location of underground main or trunk lines whose presence is indicated on the plans, the location of their service laterals or other appurtenances, and of existing service lateral or appurtenances of any other underground facilities which can be inferred from the presence of visible facilities such as buildings, meters and junction boxes prior to doing work that may damage any of the facilities or interfere with their service.
- d. If Contractor cannot locate an underground facility whose presence is indicated on the plans AMF utility drawings, the Contractor shall so notify SBCTA in writing.

If the facility for which the notice is given is in a substantially different location from that indicated on the AMF utility drawings, the additional cost of locating the facility will be paid for as extra work as provided in Section 6.

- e. If Contractor discovers underground main, trunk lines or other structures and utilities not indicated AMF utility drawings, Contractor shall immediately give SBCTA and the Utility Company written notification of the existence of those facilities. Such facilities shall be located and protected from damage as directed by SBCTA, and the cost of that work will be paid for as extra work as provided in Section 6. Contractor shall, if directed by SBCTA, repair any damage which may occur to the main or trunk lines. The cost of that repair work, not due to the failure of the Contractor to exercise reasonable care, will be paid for as extra work as provided in Section 6. Damage due to Contractor's failure to exercise reasonable care shall be repaired at the Contractor's cost and expense.
- f. Where it is determined by SBCTA that the rearrangement of an underground facility is essential to accommodate the project work and the plans and specifications do not provide that the facility is to be rearranged, SBCTA will provide for the rearrangement of the facility by other forces, or the rearrangement shall be performed by Contractor and will be paid for as extra work as provided in Section 6.
- g. When ordered by SBCTA in writing, Contractor shall rearrange any utility or other subsurface structures necessary to be rearranged as a part of the project work and that work will be paid for as extra work as provided in Section 6.
- h. Should Contractor desire to have any rearrangement made in any utility facility, or other improvement, for the Contractor's convenience in order to facilitate the Contractor's construction operations, which rearrangement is in addition to, or different from, the rearrangements indicated on the AMF utility drawings, the Contractor shall make whatever arrangements are necessary with the owners of the utility or other subsurface structure for the rearrangement and bear all expenses in connection therewith.
- i. Contractor shall immediately notify SBCTA of any delays to the Contractor's operations as a direct result of underground utilities or other structures which were not indicated on the plans or were located in a position substantially different from that indicated on the plans, (other than delays in connection with rearrangements made to facilitate the Contractor's construction operations or delays due to a strike or labor dispute). These delays will be considered utilities related delays within the meaning of Section 23 and compensation for the delay will be determined in conformance with the provisions in Section 24. Contractor shall be entitled to no



other compensation for that delay.

## **26. UNFORESEEN HAZARDOUS OR REGULATED MATERIALS**

- a. All known hazardous or regulated materials are indicated in the contract documents. If material that is not indicated in the contract documents is encountered that may be dangerous to human health upon disturbance during construction operations, stop that portion of work and notify SBCTA immediately. Intent is to identify materials such as PCB, lead paint, mercury, petroleum products, and friable and non-friable asbestos. Within 14 calendar days, SBCTA will determine if the material is hazardous. If the material is not hazardous or poses no danger, SBCTA will direct Contractor to proceed without change. If the material is hazardous and handling of the material is necessary to accomplish the work, SBCTA will contract with a qualified environmental remediation/hazardous materials removal Contractor for such remediation or removal as may be necessary. The remediation or removal will be performed in compliance with applicable State, Federal, and local environmental laws, and regulations.
- b. Contractor shall immediately notify SBCTA of any delays to the Contractor's operations as a direct result of Unforeseen Hazardous and Regulated Materials. These delays will be considered utilities related delays within the meaning of Section 23 and compensation for the delay will be determined in conformance with the provisions in Section 24. Contractor shall be entitled to no other compensation for that delay.

## **27. REFERENCE MATERIAL**

Reference specifications or standards referred to in the plans or specifications shall be the most recent version developed as of Contract award. Where referenced standards refer to the "specifications" or the "special conditions," this shall be understood by Contractor to mean the drawings and specifications of this contract. Contractor is responsible to obtain all reference material at its own expense and to make itself familiar with the requirements therein.

## **28. PROJECT ACCESS AND CONTRACT LIMITS**

- a. Contractor shall submit a transportation plan outlining access to the job site and maintaining the facility operational at all times.
- b. Construction activity and work hours shall be coordinated with Arrow Service Operations to minimize disruption. Construction area shall be cordoned off using temporary barriers and chain link fencing. See project plans for additional

information on phasing and work windows.

## 29. RULES AND HOURS OF OPERATION

Contractor shall at all times:

- a. Comply with the provisions of applicable local, State, and Federal codes, specifications, standards, and recommended practices, and with SCRRA and SBCTA policy, including:
  - i. SSPWC: Public Works Standards, Inc., Standard Specifications for Public Works Construction.
  - ii. Caltrans: California Department of Transportation, Trenching and Shoring Manual, or AREMA requirements for railroad loading
  - iii. Cal/OSHA: California Department of Industrial Relations, Division of Occupational Safety and Health (Cal/OSHA) regulations.
  - iv. OSHA: Federal Occupational Safety and Health Administration regulations.
  - v. SCRRA Form 37 Rules and Requirements on SCRRA Right-of-Way
- b. Cooperate with SBCTA and SCRRA in all matters requiring coordination.
- c. Coordinate execution of the work with SBCTA to eliminate or minimize to the greatest extent possible interference with bus operations.
- d. Keep SBCTA fully informed regarding all work.
- e. Perform work in accordance with the contract and all applicable codes, ordinances, rules, regulations, orders, and other legal requirements of governmental bodies and public agencies having jurisdiction, including SBCTA.
- f. Damage caused by Contractor to third-party property, signal and communications equipment, or other facilities shall be repaired at Contractor's expense to a condition equal or better than the condition prior to Contractor entry and as accepted by SBCTA. At the sole discretion of SBCTA, SBCTA may direct repairs to be performed by other contractors. Charges for those repairs shall be deducted from Contractor's payment due under this Contract.
- g. Portions of the site that are to be protected in place shall be protected in place at no additional cost to SBCTA.

## 30. SITE SPECIFIC WORK PLAN

- a. Perform work within the operating envelope or which affects the operating system

only after submitting a Site Specific Work Plan (SSWP) and receiving written approval of the SSWP from SBCTA and SCRRA.

- b. Furnish all labor, materials, and equipment as required to perform and complete the work within the work windows in accordance with the approved schedule in the SSWP.
- c. SSWPs with potential to impact normal functioning of any part of the operating system shall include a detailed schedule of events indicating the expected hourly progress of each activity that has duration of one hour or longer. The schedule shall include a time at which each activity planned under the SSWP and the requested work window will be completed. The total duration of the construction activities shall be less than the approved work window. Contractor's failure to complete scheduled activities by the planned time or to put in place an approved contingency plan may adversely impact the operations of scheduled trains.
- d. The SSWP shall be prepared by the Contractor and shall include the following information:
  - i. All activities necessary to perform construction activities.
  - ii. Conformance with all other requirements applicable under the Contract Documents.
  - iii. A schedule for the work showing each activity and where and how it affects normal operation. Each activity in the plan shall include all labor, materials, and equipment required to complete the activity within SBCTA allotted time period.
  - iv. List of approved proposed work plans to be performed under the SSWP, with names and phone numbers of Contractor's supervisors in charge of SSWP tasks.
- e. SSWPs must be of sufficient detail, clarity, and organization to permit easy review and approval by SBCTA before the proposed work is performed. SSWPs shall be submitted to SBCTA as follows:
  - i. At least 14 calendar days prior to start of work.
- f. SBCTA may request explanations and changes to the SSWP to conform the SSWP to the requirements of the Contract Documents. If the SSWP is not acceptable, Contractor shall revise the SSWP to make it acceptable. Contractor is responsible for submitting a revised SSWP that can be reviewed and approved by SBCTA at least seven days in advance of any work.
- g. Contractor will be informed if the SSWP is acceptable not less than seven calendar days prior to the scheduled start of work within the operating envelope. Once the

SSWP is accepted, Contractor shall assemble the resources necessary to perform the work represented by the SSWP, so that necessary resources are available one day before the work is to be accomplished. At that time, SBCTA will make a final decision as to whether or not the work is to proceed as planned or will be canceled. The prime consideration will be the stage of readiness of Contractor, which Contractor shall demonstrate to SBCTA.

- h. Contractor shall provide sufficient personnel, equipment, materials, and all other resources necessary to return impacted facilities to full service upon the conclusion of the approved work window.
- i. Contractor shall perform the work expeditiously and continuously with no gaps or breaks in work activities or substantive reductions in the labor force, equipment, and materials necessary to construct, reconstruct, or repair the impacted facility to full service upon conclusion of the approved work window.
- j. In general, open excavation areas shall be protected per OSHA regulations.

### **31. WORK WINDOWS - GENERAL**

- a. Site-specific available work windows shall be as approved by SBCTA and SCRRA under established procedures.. Work shall take place during day shift hours between 6:30 AM and 2:30 PM, Monday through Friday. Work set up activities outside the AMF building prior to 6:30 AM and demobilization activities after 2:30 PM are permissible when approved in advance by SCRRA and SBCTA.

### **32. COORDINATION WITH SBCTA AND LOCAL AGENCIES**

- a. Construction Interfacing and Coordination: Layout, Phasing, and Sequencing of Work shall be solely the Contractor's responsibility. Contractor shall bring together the various parts, components, systems and assemblies as required for the correct interfacing and integration of all elements of Work. Contractor shall coordinate Work to correctly and accurately connect abutting, adjoining, overlapping and related elements, including utilities, for a complete operational system to the satisfaction of SBCTA, agencies, and companies. Provide adequate access for SCRRA vehicles to pass through all areas at all times. Do not block non-construction areas.
- b. Contractor shall notify SBCTA a minimum of two working days before excavation begin. The work shall be construction in phases where indicated on the contract drawings or specifications. A phase shall be completed and operational before

proceeding to the next phase.

- c. Contractor shall cooperate fully with all forces of SBCTA and SCRRA. Contractor should note that additional work is being conducted on site with other construction contracts, as well as live railroad maintenance activities, and work of this contract must be coordinated among the trades and no additional compensation will be allowed for this coordination work.
- d. Unless otherwise directed, Contractor shall provide five (5) days' notice of all utility outages and shutdowns. Duration of outages and shutdowns shall not hinder normal operations and maintenance of the facility. In case of accidental damage to power or utility lines, repair power or utility line immediately. Provide alternate source of power to keep facility operational.

### 33. STORM WATER MANAGEMENT

- a. Contractor is responsible for preventing and/or mitigating potential chemical releases, erosion and sedimentation impacts associated with storm water runoff. Contractor shall comply with the Statewide General Permit for Storm Water Discharges Associated with Industrial Activities (IGP) order number 2014-0057-DWQ or the latest order (See link below). Contractor shall submit a best management practices (BMP) plan for SBCTA's review and acceptance, and shall implement BMP plan and maintain the BMPs for the duration of the project.
- b. Contractor shall use best management practices (BMPs) Contractor proposes in connection with the execution of construction activity at the project site. Use BMPs included in the Construction Site Best Management Practices (BMP) Manual prepared by the California Stormwater Quality Association, [www.cabmphandbooks.com](http://www.cabmphandbooks.com).
- c. Copies of the Contractor's BMP plan shall be provided to subcontractors and copies kept available onsite at the project office. Contractor shall provide amendments to the BMP plan when there is a change in construction or operations, or where storm water runoff conditions may affect the discharge of significant quantities of pollutants to surface waters, groundwater, or separate municipal storm sewer systems. Submit the amended BMP plan to SBCTA for review and acceptance as soon as practicable, and retain the amended plan on site.
- d. Preparation and implementation of an SBCTA-accepted BMP plan does not relieve the Contractor or subcontractors of their responsibilities to comply with state, county, and local governmental requirements, including those for storm water

management and non-point source runoff controls.

#### **34. SAFETY DATA SHEETS (SDS)**

- a. Safety Data Sheets (SDSs) are prepared by manufacturers and suppliers of products that contain hazardous materials. Hazardous material is defined as any substance which is a physical or health hazard, or is included in the Cal/OSHA Director's List of Hazardous Substances, or is listed by the California EPA Office of Environmental Health Hazard Assessment under Title 27 of the California Code of Regulations, Section 27001, Chemicals Known to the State to Cause Cancer or Reproductive Toxicity.
- b. No hazardous materials shall be delivered, stored, or used at any work site or facility unless they are properly labeled, tagged, or marked and a copy of the MSDS has been provided to SBCTA. Provide a copy of any updated SDS to SBCTA immediately.
- c. Contractor shall maintain a file of SDSs at the work site. SDS files are to be kept current; add new or updated SDSs immediately and provide a copy to SBCTA.

#### **35. CONTRACTOR USE OF WORK SITE**

Contractor shall:

- a. Coordinate access, use, and preparation of facilities adjacent to project areas with authorities and agencies.
- b. Limit use of the site for staging and laydown to areas specified by SBCTA. Staging and laydown areas not identified in the Contract Documents shall be requested in writing and approved by SBCTA. SBCTA may or may not grant approval. No equipment may be operated or materials stored or placed for any period of time in unfenced areas. Contractor shall be responsible to provide a fence to enclose each laydown or staging area within the site. Contractor shall furnish SBCTA with photographs of all staging and laydown areas to document their condition prior to start of work.
- c. Submit construction staging plan as a part of SSWP for review and approval by SBCTA. The staging plan must be accepted by SBCTA prior to undertaking work in accordance with the staging plan.
- d. Prior to demobilization, restore to full serviceability fences, walls, signs, and gates affected by Contractor's access to the site.
- e. Confine work site operations to areas permitted by law, ordinances, permits, and



the contract.

- f. Monitor and maintain a secure work area including through use of barriers where necessary and practicable.
- g. Consider the safety of the work, SCRRA employees and agents, and physical property on and adjacent to the work site when determining amount, location, movement, and use of materials and equipment on work site.
- h. Not load work site with excessive amounts of material, equipment, or other items which have the potential to interfere with the work or with bus base operations.
- i. Protect products, equipment, and materials stored on work site.
- j. Coordinate operations and secure, at no cost to SBCTA, additional storage or work areas as needed for proper execution of the work. Adhere to the noise levels and work hours of local ordinances.
- k. Protect the general public from work-related activities, and do not unnecessarily inconvenience those persons by work activities.
- l. Preserve drainage facilities throughout the duration of the work so that there is no ponding or accumulation of water in any work site area and no flow of water is diverted out of normal drainage channels. Maintain culvert inlets and outlets free of debris.
- m. Preserve existing site fences and walls, and replace any fences or walls damaged during the work to the satisfaction of SBCTA and SCRRA.
- n. Give attention to the effect of work operations upon the landscape, and take care to maintain natural surroundings undamaged. Disturbances of land or waters outside the limits of construction shall be rehabilitated by Contractor at its expense, when and as directed by SBCTA.

### **36. ENVIRONMENTAL RESOURCE PROTECTION**

Contractor shall:

- a. Avoid placement of construction equipment and personnel within environmentally sensitive habitat areas used by target species of concern. Activities that cannot be conducted without placement of construction equipment and personnel within sensitive habitats shall be timed to avoid the breeding season of the target species of concern. Coordinate such activities and their timing with SBCTA.
- b. Locate equipment storage, fueling and staging areas to minimize risks of direct drainage or runoff into riparian areas or other environmentally sensitive habitats.

Take every precaution to prevent the release of toxic substances into surface waters. Report immediately all project spills of hazardous materials to SBCTA, US Fish and Wildlife Service (USFWS), California Department of Fish and Wildlife (CDFW), and Regional Water Quality Control Board (RWQCB). Immediately clean up hazardous materials and remove all contaminated soils; dispose of only at approved disposal sites.

- c. Limit stockpiling and staging of materials to disturbed areas without native vegetation, areas to be impacted by the project, or in non-sensitive habitats.
- d. Establish no-fueling zones within a minimum of 33 feet from all drainages and fire-sensitive areas.
- e. Maintain project areas clean of debris to avoid attracting predators of the target species of concern. Enclose all food related trash in sealed containers and regularly remove from site. Pets of construction personnel shall not be allowed on site.
- f. If dead or injured listed species are located, notify the USFWS and the CDFW according to required protocols.
- g. If evidence of an archaeological site or other suspected historical resource as defined by CEQA Guidelines Section 15064.5, including darkened soil representing past human activity, that could conceal material remains (e.g., worked stone, fired clay vessels, faunal bone, hearths, storage pits, or burials) are discovered during any project-related earth-disturbing activities (including projects that would not encounter undisturbed soils), all earth-disturbing activity within 100 feet of the find shall be halted and SBCTA shall be notified.
- h. If paleontological resources (i.e., fossil remains) are identified at a particular site during project construction, the construction foreman shall cease construction within 100 feet of the find until a qualified professional can provide an evaluation.
- i. In the event of the discovery of human remains during construction, procedures outlined in Section 15064.5(e) of the CEQA Guidelines shall be strictly followed. Upon discovery, all excavation at the site or any nearby area reasonably suspected to overlie human remains shall cease immediately. Notify SBCTA immediately. SBCTA will notify County Coroner who will determine if remains are Native American. If the remains are determined to be Native American, the coroner will contact the Native American Heritage Commission (NAHC). The NAHC will identify the Most Likely Descendent (MLD). The MLD will make recommendations for the appropriate treatment and disposition of the remains and any associated artifacts in accordance with Public Resources Code (PRC), Section 5097.98. Do not

commence construction in the area until notified to do so by SBCTA.

- j. In the event that previously unknown or unidentified soil and/or groundwater contamination that could present a threat to human health or the environment is encountered during construction of the proposed project, construction activities in the immediate vicinity of the contamination shall cease immediately. If contamination is encountered, a Risk Management Plan shall be prepared and implemented that (1) identifies the contaminants of concern and the potential risk each contaminant would pose to human health and the environment during construction and post development and (2) describes measures to be taken to protect workers and the public from exposure to potential site hazards. Such measures could include a range of options, including, but not limited to, physical site controls during construction, remediation, long-term monitoring, post development maintenance or access limitations, or some combination thereof. Depending on the nature of contamination, if any, appropriate agencies shall be notified. If needed, a Site Health and Safety Plan that meets Occupational Safety and Health Administration requirements shall be prepared and in place prior to commencement of work in any contaminated area.
- k. Store fuel, hazardous materials, and chemicals of all types in a contained staging area.
- l. Conduct equipment refueling and maintenance in the contained staging area.
- m. Check vehicles daily for leaks.
- n. Provide berms or other secondary containment at fuel/chemical storage areas.
- o. Test storage tanks, valves, etc., for leaks.
- p. Submit a written commitment to provide labor, equipment, and materials to promptly clean up any leakage.
- q. Comply with the stormwater quality plan prepared before issuance of construction permits. The plan will incorporate the state's industrial best management practices and other techniques if more effective.
- r. Runoff from impervious areas is to be detained, treated to industrial standards, and released under control.

### 37. PREVENTION OF TRAFFIC IMPACTS

- a. Contractor shall prepare a Traffic Management Plan in conjunction with local

jurisdictions addressing the following:

- i. Detours.
- ii. Coordination with any other construction projects.
- iii. Length and timing of street closures.
- iv. Coordination with police and fire departments regarding changes in emergency access routes.
- v. Temporary access routes and signage for any affected commercial property.
- vi. Contact information for SBCTA, contractors and their personnel.
- b. Contractor shall conform to all conditions required in the approved Traffic Management Plan. SBCTA shall be notified in advance of any construction activities that could potentially violate the requirements and conditions set forth in the plan.
- c. Construction parking shall be configured to minimize traffic interference during the construction period and, therefore, reduce idling of traffic.
- d. Temporary traffic controls are provided, such as a flag person, during all phases of construction to facilitate smooth traffic flow.
- e. Construction activities that affect traffic flow on the arterial system be scheduled to off-peak hours (10:00 A.M. to 4:00 P.M.).
- f. Dedicated on-site and off-site left-turn lanes on truck hauling routes be utilized for movement of construction trucks and equipment on site and off site to the extent feasible during construction activities.
- g. To ensure adequate access for emergency vehicles when construction activities would result in temporary lane or roadway closures, the contractor shall consult with the City Police and Fire Departments to disclose temporary lane or roadway closures and alternative travel routes. The Contractor shall be required to keep a minimum of one lane in each direction free from encumbrances at all times on perimeter streets accessing the project site. If construction activities require the complete closure of a roadway segment, the Contractor shall coordinate with the City Police and Fire Departments to designate proper detour routes and signage indicating alternative routes.

### **38. PREVENTION OF ROAD DAMAGE**

Contractor shall:

- a. Before and after offsite road and utility construction, videotape the affected roadway and its access roads.
- b. Temporarily repair roadway damage caused during construction.
- c. Permanently restore damaged roadway to its original condition immediately after offsite improvements are completed.
- d. Consult with local jurisdictions to coordinate offsite work with other projects in the vicinity.

### 39. SCAQMD REQUIREMENTS

- a. All diesel-powered equipment used will be retrofitted with after-treatment products (e.g., engine catalysts).
- b. All heavy-duty diesel-powered equipment operating and refueling at the project site use low-NOX diesel fuel to the extent that it is readily available and cost effective (up to 125 percent of the cost of California Air Resources Board diesel) in the South Coast Air Basin (this does not apply to diesel powered trucks traveling to and from the project site).
- c. Construction equipment engines shall be maintained in good condition and in proper tune per manufacturer's specification for the duration of construction.
- d. Construction operations shall rely on the electricity infrastructure surrounding the construction site rather than electrical generators powered by internal combustion engines.
- e. As required by South Coast Air Quality Management District Rule 403—Fugitive Dust, all construction activities that are capable of generating fugitive dust are required to implement dust control measures during each phase of project development to reduce the amount of particulate matter entrained in the ambient air.

These measures include the following:

- i. Application of soil stabilizers to inactive construction areas.
- ii. Quick replacement of ground cover in disturbed areas.
- iii. Watering of exposed surfaces three times daily.
- iv. Watering of all unpaved haul roads three times daily.
- v. Covering all stock piles with tarp.
- vi. Reduction of vehicle speed on unpaved roads.
- vii. Post signs on-site limiting traffic to 15 miles per hour or less.
- viii. Sweep streets adjacent to the project site at the end of the day or hourly if visible soil material is carried over to adjacent roads.
- ix. Cover or have water applied to the exposed surface of all trucks, hauling dirt, sand, soil, or other loose materials prior to leaving the site to prevent dust from impacting the surrounding areas.

#### **40. PREVENTION OF NOISE IMPACTS**

- a. Contractor shall limit noise-producing activities to hours required by the local jurisdictions for construction activities.
- b. Construction-related equipment, including heavy-duty equipment, motor vehicles, and portable equipment, shall be turned off when not in use for more than 30 minutes. Diesel-fueled commercial motor vehicles with gross vehicular weight ratings of greater than 10,000 pounds shall be turned off when not in use for more than 5 minutes.
- c. Contractor shall require by contract specifications that the following construction best management practices (BMPs) be implemented by contractors to reduce construction noise levels:
  - i. As requested by SBCTA's Project Manager and/or specified in Contract Document, two weeks prior to the commencement of construction, the Contractor shall provide notification to surrounding land uses within 300 feet of the project site disclosing the construction schedule, including the various types of activities that would be occurring throughout the duration of the construction period.
  - ii. Ensure that construction equipment is properly muffled according to industry standards and be in good working condition.
  - iii. Place noise-generating construction equipment and locate construction



staging areas away from sensitive uses, where feasible.

iv. Schedule high noise-producing activities between the hours of 8:00 A.M. and 3:30 P.M. to minimize disruption on sensitive uses, Monday through Friday.

v. Implement noise attenuation measures, which may include, but are not limited to, temporary noise barriers or noise blankets around stationary construction noise sources.

vi. Use electric air compressors and similar power tools rather than diesel equipment, where feasible.

vii. Construction-related equipment, including heavy-duty equipment, motor vehicles, and portable equipment, shall be turned off when not in use for more than 10 minutes.

viii. Construction hours, allowable workdays, and the phone number of the job superintendent shall be clearly posted at all construction entrances to allow for surrounding owners and residents to contact the job superintendent. If the City or the job superintendent receives a complaint, the superintendent shall investigate, take appropriate corrective action, and report the action taken to the reporting party.

d. Heavily loaded trucks used during construction would be routed away from residential streets.

#### **41. KEY PERSONNEL**

a. Within 15 days of date of Notice to Proceed, Contractor shall submit a list of key personnel assignments, including superintendent and other personnel in attendance at project site.

b. Contractor shall identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and email addresses, as well as names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to project.

c. Copies of the Key Personnel contact list shall be posted in the project meeting room and in the temporary field office, as applicable, and shall be kept current at all times.

d. A Construction Project Manager shall be provided who will manage and coordinate the overall aspects of the work. The Construction Project Manager's qualifications and experience shall include:

i. At least five years of progressively more responsible experience on public works construction projects that include coordination, scopes, types, and characters of

work directly related to scope of work of this contract.

- ii. Experience in managing construction/installation of hydrogen fueling system
- iii. Demonstrated ability to work safely and supervise individuals in safe work.
- iv. Previous positions and experience supervising and planning work activities of construction superintendents, project engineers, and support personnel foreman and crews.
- v. Civil, structural, mechanical and electrical construction plans and specifications, and SSWPs.
- vi. Ability to develop and work from construction schedules.
- vii. Relevant experience working in an active rail yard.
- viii. Must obtain Roadway Worker Protection (RWP) training.
- e. The Construction Project Manager must be:
  - i. Available at construction site during the normal working hours for the full duration of the project.
  - ii. On the job during the work week to manage and coordinate all aspects of work for the full duration of the project.
  - iii. Able to respond immediately to emergency or problem calls, 24 hours a day, 7 days a week.
- f. The Construction Project Manager shall have the necessary authority to provide instructions and orders to his authorized representatives. The Construction Project Manager shall not be replaced without advance approval by SBCTA; SBCTA will have sole approval of the replacement.
- g. A Project Scheduler shall be available to manage and coordinate scheduling requirements as necessary.
- h. If Contractor fails to comply with requirements of this section, SBCTA reserves the right at its option to engage an independent scheduling consultant to fulfill those requirements and backcharge Contractor for actual costs incurred.
- i. The Site Safety Representative must be headquartered for the duration of the project at Contractor's construction field office. A Site Safety Representative may be required during the maintenance period of this contract.
- j. The Site Safety Representative will be required to train and test Contractor's

employees as described in these General Provisions.

- k. Within five days after Notice to Proceed, submit to SBCTA resumes of personnel listed above in Part 1 above. Each resume shall provide sufficient detail to demonstrate compliance with requirements. Submit a schedule showing, for each employee classification, number of personnel to be assigned to the work and duration of their assignments.
- l. SBCTA will review resumes to determine acceptability of qualifications and experience. SBCTA's decision is final. Do not resubmit resumes of personnel deemed unacceptable by SBCTA.
- m. Substitutions: To replace any personnel identified in Part 1, follow this section's procedures for obtaining approval of the original personnel. This qualification process shall be completed before the vacancy occurs. Provision for substitutions does not relieve Contractor of the responsibility to provide personnel as provided in this section.

#### **42. INITIAL CONSTRUCTION MEETING**

- a. SBCTA will schedule the Initial Construction Meeting (pre-construction meeting) after the Contractor has been provided the written Notice to Proceed.
- b. SBCTA will distribute a notice of this meeting, along with an agenda of the subjects to be addressed, at least one (1) work day prior to the meeting.
- c. Contractor's Construction Project Manager and other Key Personnel shall attend the meeting.
- d. The following is a minimum agenda for the Initial Construction Meeting:
  - i. SBCTA will explain and discuss:
    - A. Insurance, laws, codes, maintenance of traffic, permits, quality control, inspection, and related items.
    - B. Preparation, submittal, and review of Site Specific Work Plans (SSWP).
    - C. Procedures for processing RFIs and Submittals.
    - D. Monthly estimate cutoff dates and procedures for processing

Applications for Payment.

- E. Distribution of the Contract Documents.
  - F. Preparation of record documents.
  - G. Use of the premises.
  - H. Work restrictions and permitted working hours.
  - I. SBCTA's occupancy requirements.
  - J. Responsibility for temporary facilities and controls.
  - K. Procedures for disruptions and shutdowns.
  - L. Construction waste management and recycling.
  - M. Parking availability.
  - N. Areas available for Contractor's Office, work, and storage areas.
  - O. First aid.
  - P. Security.
  - Q. Progress cleaning.
- ii. The Contractor shall introduce, explain, and discuss the following:
- A. Contractor's representatives and personnel, briefly describing each person's responsibilities, and furnishing complete contact information for the Contractor's staff.
  - B. Arrangements for safety, first aid, emergency actions, and security.
  - C. A list of Subcontractors and suppliers.
  - D. Sequence of critical Work, the construction schedule and the submittal schedule.
  - E. Plan for construction sequencing of entire Contract, general worksite layout, temporary facilities, erosion and sedimentation control plans, haul routes, noise, air and water pollution control and

temporary closure plans.

- F. Breakdown of lump sum and Unit Price items.
- G. Status of coordination and notification for utility Work.
- H. Locations and use of office, storage, parking and construction areas.
- I. Method of providing security to the Worksite.
- J. Construction methods and coordination of Work within the provisions of the Contract Documents.
- K. Coordination with the Work of Subcontractors and procedures for sharing access to the Worksite.
- L. Plan for deliveries of major construction equipment and deliveries of long lead-time materials and products needed in the construction of this Contract.

#### 43. **PROGRESS MEETINGS**

- a. Progress meetings will be scheduled on a weekly basis (virtual), and more often or in-person as necessary, by SBCTA. SBCTA will make every effort to accommodate the Contractor's availability in establishing the meeting schedule.
- b. Attendees: In addition to SBCTA and representatives of the Contractor, subcontractors, suppliers and other entities concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with project and authorized to conclude matters relating to the work.
- c. Meetings will focus on the competent and timely execution of the Work under the Contract. SBCTA will chair these meetings. Weekly site meetings will start when Contract Work commences. At the weekly meetings the Contractor shall present a review of the following topics:

- i. Safety and accidents.
- ii. Contractor's Schedule status.
- iii. Progress according to the current approved CPM schedule.
- iv. Presentation of new 28-day schedule.
- v. Critical activities on the 28-day schedule.
- vi. SBCTA's needs and requests.
- vii. Specific late items of Work.
- viii. Overall Project schedule status.
- ix. Contract time.
- x. Public impacts, notifications, and contacts.
- xi. RFI, submittal and change order logs and status.
- xii. Contract Issues including:
  - A. Status of proposal requests.
  - B. Pending changes.
  - C. Status of change orders.
  - D. Pending claims and disputes.
  - E. Documentation of information for payment requests.

#### **44. PRE-INSTALLATION CONFERENCES:**

- a. Contractor shall conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction, as required in individual specification sections.
- b. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise SBCTA of scheduled meeting dates.
- c. Suggested Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements



for the following:

- i. Contract Documents.
  - ii. Options.
  - iii. Related RFIs.
  - iv. Purchases.
  - v. Deliveries.
  - vi. Submittals.
  - vii. Review of any required mockups.
  - viii. Possible conflicts.
  - ix. Compatibility problems.
  - x. Time schedules.
  - xi. Weather limitations.
  - xii. Manufacturer's written recommendations.
  - xiii. Warranty requirements.
  - xiv. Compatibility of materials.
  - xv. Acceptability of substrates.
  - xvi. Installation procedures.
  - xvii. Coordination with other work.
  - xviii. Required performance results.
  - xix. Protection of adjacent work.
- d. Contractor shall record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
  - e. Reporting: Distribute minutes of the meeting to SBCTA, each party present and to other parties requiring information.
  - f. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the work and reconvene the conference at earliest feasible date.

#### **45. PROJECT CLOSEOUT MEETING:**

- a. SBCTA will schedule and conduct a project closeout conference, at a time

convenient to Contractor, but no later than 15 calendar days prior to the scheduled date of Substantial Completion. The conference will review requirements and responsibilities related to project closeout.

- b. Attendees: SBCTA, Contractor's Key Personnel, major subcontractors and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with project and authorized to conclude matters relating to the work.
- c. Agenda: SBCTA will introduce and discuss items of significance that could affect or delay Project closeout, including the following:
  - i. Preparation of record documents.
  - ii. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
  - iii. Submittal of written warranties.
  - iv. Requirements for preparing operations and maintenance data.
  - v. Requirements for demonstration and training.
  - vi. Preparation of Contractor's punch list.
  - vii. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
  - viii. Final Submittal procedures.
  - ix. Coordination of separate contracts.
  - x. SBCTA's partial occupancy requirements.
  - xi. Installation of SBCTA's fixtures and equipment.
  - xii. Responsibility for removing temporary facilities and controls.

#### **46. CONTRACTOR'S CONSTRUCTION SCHEDULE (BASE SCHEDULE)**

- a. Within ten (10) calendar days of the Notice to Proceed, the Contractor shall prepare and submit to SBCTA for approval a detailed schedule of work. This schedule shall indicate the areas in which the Contractor anticipates working and the date during which construction operations will be performed. All submittals by the Contractor shall be listed on the schedule as parts of construction activities. The Contractor shall submit three (3) hard copies and a PDF file of the schedule to SBCTA for approval.
- b. The detailed schedules shall be of the bar chart or critical path method, at the Contractor's option. The critical path method type schedule shall be in the form of

- a network diagram and activity listing. The schedule shall be comprehensive, covering activities at the site of the work, procurement, and construction.
- c. The schedule shall identify work items or Milestones that affect or are affected by SBCTA, other utilities, and other third parties including Subcontractors.
  - d. The work activities making up the schedule shall be of sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that, in the judgment of SBCTA, it provides an appropriate basis for monitoring and evaluating the progress of the Work. A work activity is defined as any activity requiring time and resources (manpower, equipment and/or material) to accomplish. Activity durations will be in workdays. Typical construction activity durations should be between 3 and 14 workdays. Exceptions may be reviewed by SBCTA where sub-schedules will be used to define critical portions of prime schedules, materials delivery, key submittals, etc. Activities shall include but not necessarily be limited to the following:
    - i. Project mobilization.
    - ii. Submittal and review of plans and procedures.
    - iii. Procurement of Materials.
    - iv. Each item of Work.
    - v. Final cleanup.
    - vi. Final inspection.
    - vii. All activities by Contractor, SBCTA, and others, which affect progress or required dates for completion, or both, for each part of the Work.
    - viii. Release of areas to SBCTA according to Milestone Dates.
  - e. Other requirements that shall be incorporated into the Contractor's schedule include:
    - i. Division of Work into major work areas (i.e., Areas 1, 2, etc.).
    - ii. Manpower required to perform the Work in total man-hours by craft for each activity.
    - iii. All activities that require unusual shift work, such as two shifts, 6-day workweek, etc., shall be clearly identified in the schedule.
    - iv. Each activity shall be labeled with an alphanumeric work breakdown

structure/sorting/selection code.

v. The sequence, duration in workdays, and interdependence of activities required for the complete performance of all work shall be shown.

vi. The schedule shall begin with the date of the Notice to Proceed and conclude with the date of Final Completion shown in the Contract.

vii. The schedule shall be comprised of a network diagram and shall include the following:

- A. Time scaled network diagrams based on working days and shall be critical path method (CPM) precedence format showing the sequence/interdependence of activities required for complete accomplishment of all items of work.
- B. Each activity shall be plotted so that the start/finish dates can be determined graphically (by comparison) with the calendar scale.
- C. All network diagrams shall be drawn legibly and accurately on 22" x 34" size media, or other size acceptable to SBCTA.
- D. Each activity shall be labeled with complete description, planned duration in workdays, and total float time.
- E. The schedules shall accurately indicate the sequence and interdependency of all work activities.
- F. A narrative shall be included that explains the basis for Contractor's determination of progress logic and estimated durations and required man-hours. It shall include estimated quantities and production rates; hours per shift; workdays per week; and types, numbers, and capacities of major construction equipment to be used.

#### **47. CONTRACTOR'S PROGRESS SCHEDULE**

- a. The Contractor shall update the Progress Schedule monthly (the "Schedule Update") and submit to SBCTA for review by the 5th of the month following the month for which the progress is reflected on schedule.
- b. Payment to the Contractor will not be made until a schedule conforming to the requirements stated herein is submitted each month to SBCTA. A continued failure to supply such schedule data shall be grounds for declaring Contractor in default of

the Contract.

c. Contractor's progress schedule shall:

- i. Become an integral part of the Contract and will establish interim completion dates for the various activities under the Contract and shall reflect and be consistent with the Milestone Dates established by the Contract.
- ii. Be used to determine if any activity is not completed by the Milestone date.
- iii. Be combined with the Schedule of Values for use in the Contractor's submittal/application for and SBCTA's review and approval of monthly partial payments.

#### 48. PROGRESS REPORTING

- a. Contractor shall provide regular progress reports monthly along with progress schedule submittal to include as described herein.
- b. A statement that the approved Contractor's Progress Schedule has not changed or has been revised. Only the revisions described in this statement shall be made to the progress schedule.
- c. A 28-day schedule covering the past week, current week and two weeks ahead at each scheduled weekly meeting. The schedule shall be a bar chart schedule, divided into 28 calendar days, listing all activities for the four-week period. Scheduled and actual start and finish dates shall be shown. Each activity shall be identified by its approved activity number and a brief description. The bar chart schedule shall have in the heading the Project Title, Contract Number, Contractor's Name, Date, Contract Day Number and Remaining Contract Days.

#### 49. PROGRESS EVALUATION

- a. If at any time during the Project the Contractor fails to complete any activity by its latest scheduled completion date and which late completion of such activity will impact the end date of the work past the Contract Completion Date, Contractor shall, within five (5) working days, submit to SBCTA a written statement as to how and when Contractor will reorganize his work force to return to the current Contractor's construction schedule. Whenever it becomes apparent from progress evaluation and updated construction schedule data that any Milestone Date(s) or the Contract Completion Date will not be met, Contractor, at its sole cost, shall take some or all of the following actions:
  - i. Increase construction manpower in such quantities and crafts as shall substantially eliminate the backlog of work and meet the current Contract Completion

Date.

ii. Increase the number of working hours per shift, the number of shifts per day, the number of work days per week, the amount of construction equipment, or any combination of the foregoing sufficient to substantially eliminate the backlog of work.

iii. Reschedule work items to achieve concurrent accomplishment of work activities. Under no circumstances will the addition of equipment or construction forces, increasing work hours, or any other method, manner, or procedure required to return to the contractually required completion date be considered justification for a change order or treated as an acceleration.

b. The Contractor's Progress Schedule shall begin with the date of issuance of the Notice to Proceed (NTP) and conclude with the date of final completion of the project. Float or slack time within the Progress Schedule is not for the exclusive use or benefit of either SBCTA or the Contractor, but is a jointly owned expiring project resource available to both parties as needed to meet contract Milestones and the Contract completion date.

## 50. SUBMITTAL OF SCHEDULES

- a. The Contractor shall submit to SBCTA for review, two (2) copies of the construction schedule (base schedule) within time frame specified herein. Allow SBCTA a minimum of 2 weeks to review the construction schedule. Contractor shall address SBCTA's comments on schedule and resubmit within five (5) workdays from receipt of SBCTA's comments.
- b. The Contractor shall submit to SBCTA for review two (2) hard copies of the Contractor's Progress Schedule, one (1) copy of all schedule data, along with one electronic copy within the time frames specified herein. Updates of the Contractor's schedule shall be submitted monthly as part of the payment application submittal.
- c. SBCTA will have ten (10) workdays after receipt of the Contractor's Progress Schedule to respond. Upon receipt of SBCTA's comments, the Contractor shall confer with SBCTA on the appraisal and evaluation of the proposed Contractor's Progress Schedule. The Contractor shall make necessary changes resulting from this review, and the Contractor's Progress Schedule shall be resubmitted for review within three (3) workdays after the receipt of comments.
- d. The Contractor's construction schedule (base schedule), when reviewed and recognized by SBCTA, shall stand until updated schedules are submitted to reflect actual completed work, reviewed changes, or recognized delays.
- e. All updated or revised schedules submitted after the base schedule shall be in the



same detail as the base submittal unless modified in writing by SBCTA.

## **51. REVISIONS TO REVIEWED SCHEDULE**

- a. The Contractor shall accomplish the Work in accordance with Contractor's construction schedule recognized by SBCTA. Changes made to Contractor's construction schedule for accomplishing the Work shall in all cases require prior approval by SBCTA.
- b. The Contractor shall reflect processed change orders that affect the schedule, and issuance of emergency change authorizations in the next schedule submittal.
- c. If Contractor desires to make a major change to Contractor's construction schedule, the Contractor shall submit to SBCTA a schedule change request in writing stating the reasons and justification for the change, for SBCTA's review and acceptance. Major changes are defined as follows:
  - i. Those that affect the time estimate for the accomplishment of an activity.
  - ii. Those that affect the sequence when varied from the original schedule to a degree that there is doubt that the agreed Contract Completion Date will be met.
  - iii. Changes to activities having adequate float to absorb the change shall be considered as minor changes, except that an accumulation of minor changes may be considered a major change when the effect of such changes impact the Project Milestones or the Contract Completion date.

## **52. SUBMITTAL PROCEDURES**

- a. Submittals are categorized for convenience as follows:
  - i. Plans and Procedures: Include narrative descriptions, diagrams, equipment, procedures for excavation, demolition, site clearing, maintenance of traffic, etc.
  - ii. Certificates: Include certified material test reports, certification of proper disposal of demolition materials, or tickets demonstrating compliance with materials, tests or specifications indicated.
  - iii. Equipment: Include equipment specifications, manufacturer information and demonstration of suitability of equipment for intended use.
  - iv. Product Data: Standard published information ("catalog cuts") and specially prepared data for the Work of the Contract, including standard illustrations, schedules, brochures, diagrams, performance charts, instructions and other information to illustrate a portion of the Work. Include standard printed information on materials, products and

systems to be furnished by the Contractor for this Contract.

- A. Shop Drawings: Include detailed manufacturing and layout information, drawings, diagrams, schedules, and illustrations, demonstrating the contractor's approach to meeting the intent of the plans and specifications. Shop drawings shall be submitted to SBCTA for review and comment on the conformance of the submitted information to the general intent of the design.
  - B. Samples: Include physical examples of materials either for limited visual inspection or selection, or (where indicated) for confirmation, testing, and analysis by SBCTA.
  - C. Miscellaneous Submittals: Such submittals shall be related directly to the Work, not administration related. Include but do not limit to asphalt concrete mix design, work schedule, phasing plans, warranties, guarantees, maintenance agreements, workmanship bonds, survey data and reports, physical work records, quality testing and certifying reports, copies of industry standards, record drawings, field measurement data, operating and maintenance materials, overrun stock (and similar information), and devices and materials applicable to the Work but not processed as shop drawings, product data or samples. Beside the shop drawings required in the project plans or specifications, SBCTA may require additional shop drawings demonstrating the Contractor's approach to meeting the intent of the plans and specifications as a part of Quality Control/Quality Assurance.
- b. Product data, shop drawings, samples, and any other submittals are not Contract Documents.
  - c. It is the Contractor's responsibility to identify the submittals that will be required in each section of specifications and on the contract drawings and to determine the date on which each submittal will be made. The submittal schedule shall be submitted by the Contractor, at the time of the Initial Construction Meeting, to SBCTA for review and acceptance. Allow SBCTA a minimum of 14 calendar days to review Schedule of Submittal. After review and return by SBCTA, resubmit Schedule of Submittal within 7 calendar days.
  - d. Throughout the duration of the Contract, Contractor shall, at SBCTA's request, submit all product or procedure documentation for any activity in the Contract.
  - e. Administrative Requirements for Submittal: Submittals shall be made in

accordance with requirements specified herein and in Product Sections of the Specifications.

- f. Transmission of Submittals: Transmit all submittals through the Project Engineer, unless otherwise directed. Include all information specified below for identification of submittals and for monitoring of review process.
- g. Make submittal at time required per the Contract Documents and per the Submittal Schedule accepted by SBCTA. Allow three (3) weeks for SBCTA to review and accept submittals.
- h. SBCTA and Contractor shall discuss at the Initial Construction Meeting the exact procedure to be adopted for the processing of submittals. Generally, submittals shall be made at the time indicated in Contractor's approved submittal schedule. SBCTA will process submittals within 21 calendar days after receipt of each submittal including resubmittals from Contractor. After review and return by SBCTA, resubmit the submittals within 7 calendar days.
- i. Contractor shall be responsible for on time delivery and processing of submittals so as not to impede the progress of the Work. Contractor shall provide, unless otherwise indicated, five (5) hard copies of each submittal
- j. Contractor shall coordinate and sequence different categories of submittals for same work, and interface units of work, so that one will not be delayed for coordination with another.
- k. Contractor shall maintain a file of all approved submittal documents on work site.
- l. Where required by California law, or as specified in the Contract Documents, submittals shall be signed and sealed by a Professional Engineer licensed in the State of California, or Land Surveyor licensed in the State of California, as applicable.
- m. Submittals shall be consecutively and uniquely numbered using a document identifier including Contract number and the appropriate suffix, which will include specification section number and submittal number. Submittals under each specification section shall be in a separate package.
- n. Submittals Identification: Identify each submittal by Specification Section number followed by a number indicating sequential submittal for that Section. Re-submittals shall use same number as original submittal, followed by a letter R and a number indicating sequential re-submittal.
  - i. Title each submittal with Project name, SBCTA's Project number, Submittal

number, Sequence number of Submittal, Contractor's Project number and submission date.

ii. Identify each element on submittal by reference to Drawing sheet number, detail, schedule, number, assembly or equipment number, Specifications article and paragraph, and other pertinent information to clearly correlate submittal with Contract Drawings. Identify field dimensions clearly and relationships to adjacent or critical features of Work, any deviations from the Contract Documents and applicable standards, ASTM, ACI, OSHA, etc.

o. Contractor's review of submittals: Prior to submission to SBCTA for review, Contractor shall review each submittal for completeness and conformance to specified requirements. Contractor shall stamp each submittal with a review action stamp and sign each copy certifying that:

i. Field measurements have been determined and verified.

ii. Field construction criteria have been verified.

iii. Catalog numbers and similar data are correct.

iv. Conformance with requirements of Contract Drawings and Specifications is confirmed.

v. All deviations from requirements of Drawings and Specifications have been identified and noted, and product is available.

p. Submittals which are received from sources other than through Contractor's office or which have not undergone Contractor's review, will be returned marked "Without Action."

q. Contractor shall be responsible for timely delivery of submittals in the proper specified format for each submittal category.

r. Except as otherwise indicated in individual work sections, the Contractor shall comply with requirements specified herein for each indicated category of submittal.

s. The Contractor shall include an up-to-date log of submittals in each submittal package.

t. Grouping of Submittals: Unless otherwise specifically permitted by SBCTA, make all submittals in groups containing all associated items. SBCTA may reject partial submittals as incomplete or hold them until related submittals are made. Submittals under a specification section shall be in one submittal package.

u. Unsolicited Submittals: Unsolicited submittals will be returned un-reviewed.

v. Record Submittals: When record submittals are specified, submit three hard copies or sets only. Record submittals will not be reviewed but will be retained for

historical and maintenance purposes.

- w. Shop drawings shall be prepared using AutoCAD. Unless otherwise approved by SBCTA or indicated in specific sections of the project specific specifications, shop drawings shall be scaled sufficiently large to accurately show all pertinent aspects of the item and its relationship to the work. Acceptable shop drawings hard copy sizes are: 22" x 34", 11" x 17" and 8½" x 11". The Contractor shall additionally submit the shop drawing on electronic media in PDF format and in AutoCAD format compatible with AutoCAD version 2012.
- x. Shop drawings shall be original drawings prepared for submittal review, fabrication and execution of Work. Direct copies and modified reproductions of Contract Drawings will not be accepted for review. Provide space for review action stamps. Contractor shall field verify all existing conditions and all measurements on site before preparing and submitting shop drawings.
- y. Detailed work drawings shall be submitted by Contractor for temporary structures and for such other temporary work as may be required for construction, but which does not become an integral part of the completed project. Submittals shall include back-up calculations or any information needed to explain the structure or system or its intended use.
- z. Where a submittal involves engineering computations or original design work is depicted, the submittal shall show the name, the State of California registration number, seal, and signature of the Professional Engineer certifying that such computations or design work are correct and in conformance with standards, codes, and acceptable engineering practice.
- aa. Contractor shall submit 5 hard copies and a PDF file of each shop drawing submittal. Distribution of submitted shop and working drawings by Contractor for SBCTA's use will be performed by SBCTA. Review comments of SBCTA, and other parties as may be required, will be shown on the reproducible set when it is returned to Contractor. Contractor shall make and distribute all copies required for his purposes.
- bb. Contractor shall collect required data into one submittal for each unit of work or system, and mark each copy to show which choices and options are applicable to the Project.
- cc. Contractor shall include the manufacturer's standard printed recommendations for application and use, certification of compliance with standards, notation of field measurements, which have been checked, and special coordination requirements.

A Material Safety Data Sheet (MSDS) shall be submitted for each product.

- dd. Certificates of Compliance shall be submitted by Contractor to SBCTA for those materials and products for which no samples and test results are specified. The certificates shall:
  - i. State that the product complies with the respective contract specification and contract drawing requirements.
  - ii. Be accompanied by a certified copy of test results pertaining to the product. All test equipment used shall be verified to be in calibration at the time of each test and test reports shall so indicate. No test shall be made without such verification. When required by the Contract Documents or by law, certified test results shall be sealed by a Professional Engineer licensed to practice in the State of California.
  - iii. Show product represented and its location in the Contract, producer's name, product trade name and catalog number as applicable, place of product origin, test date, testing organization's name and address, quantity of the product to be furnished, and the related Contract Drawing and specification section numbers.
- ee. Provide samples of each color, texture and pattern identical with final condition of proposed materials or products for the work. Include range of samples (not less than three units) where unavoidable variations may be expected. Submit one item only of actual assembly or product. Full-size and complete samples may be returned or may be incorporated into field mock-up and the Work.
- ff. Submit actual samples. Photographic or printed reproductions will not be accepted. For manufacturer's products, the Contractor shall submit samples from manufacturer, with manufacturer's finish.
- gg. Include information with each sample showing generic description, source or product name, manufacturer and compliance with standards and specifications.
- hh. Samples are submitted for review and confirmation by SBCTA. SBCTA will review and select material for Project only after all samples are received, so that materials may be properly coordinated. SBCTA will not test samples (except as otherwise indicated) for compliance with specifications. Contractor shall have the exclusive responsibility of demonstrating material compliance.
- ii. As required per Contract Documents and/or by SBCTA, Contractor shall submit survey data, signed and sealed by a Land Surveyor licensed to practice in the State of California.
- jj. Contractor shall provide distribution of SBCTA's reviewed submittals (not included in foregoing copy submittal requirements) to subcontractors, suppliers,



- fabricators and installers, governing authorities, and others as necessary for proper performance of the Work.
- kk. Contractor shall include such additional copies of transmittal to SBCTA, where required, to receive status marking before final distribution.
  - ll. Submittals shall be a communication aid between Contractor and SBCTA by which interpretation of Contract Documents requirements may be confirmed in advance of construction. SBCTA will review submittals for general conformance with the design concept only. Such review by SBCTA shall not relieve Contractor or any subcontractor of responsibility for full compliance with contract requirements, for proper design of details, for proper fabrication and construction techniques, for proper coordination with other trades, or for providing all devices required for safe and satisfactory construction and operation.
  - mm. Changes shall only be authorized by separate written change order.
  - nn. Submittals reviewed by SBCTA and returned to Contractor will be marked with one of the following designations:
    - i. Conforms.
    - ii. Conforms with Corrections as Noted.
    - iii. Revise as Noted and Resubmit.
    - iv. Rejected. Resubmit.
    - v. No Action Taken.
  - oo. Contractor shall not proceed with procurement, manufacture or fabrication of items submitted for review until such submittals have been designated by SBCTA as "Conforms" or "Conforms with Corrections as Noted". Until submittal items receive a conforming designation by SBCTA, any costs associated with procurement for these items shall be at the Contractor's risk.
  - pp. Submittals designated as "Conforms" or "Conforms with Corrections as Noted":
    - i. Each copy of the submittal so designated by SBCTA will be identified accordingly by being so stamped and dated.
    - ii. One reproducible copy will be returned to Contractor.
    - iii. When a submittal has been designated as "Conforms" by SBCTA, Contractor shall carry out construction in accordance therewith and no further changes shall be made therein except upon written approval and instructions from SBCTA.
    - iv. Contractor shall take responsibility for and bear all cost of damages which

may result from the ordering of any material or from proceeding with any part of the Work prior to submittal being marked "Conforms" or "Conforms with Corrections as Noted" by SBCTA.

v. Where drawings are stamped "Conforms with Corrections as Noted," SBCTA shall indicate the corrected detail or information as required.

vi. Submittals stamped "Conforms" do not relieve the contractor from the responsibility of performance of Work as intended in the plans and specifications.

qq. Submittals designated as "Revise as Noted and Resubmit" or "Rejected. Resubmit"

i. Each copy of the submittal so designated by SBCTA will be identified accordingly by being so stamped and dated.

ii. One copy will be returned to Contractor.

iii. If corrections to the submittals are required, copies returned to Contractor will be marked "Rejected. Resubmit", or "Revise as Noted and Resubmit", and the required corrections shall be made on the re-submittal copies.

iv. Re-submittals will be handled in the same manner as first submittals. Direct specific attention in writing on re-submittals to revisions other than the corrections requested by SBCTA on previous submittals. Re-submittals shall use the same number as original submittal, but will be modified by R and number of re-submittal in the suffix.

v. Contractor shall notify SBCTA prior to execution of any correction, which constitutes a change of the contract requirements indicated on the submittals.

rr. Submittals designated as "No Action Taken":

i. Each copy of the submittal so designated by SBCTA will be identified accordingly by being so stamped and dated.

ii. One reproducible copy will be returned to Contractor.

iii. Submittals made by the Contractor that are not required by the Contract Documents or were not otherwise requested shall be designated "No Action Taken."

### **53. SAFETY REQUIREMENTS**

a. Comply with the provisions of all local, State and Federal codes, specifications, standards and recommended practices, and SBCTA/SCRRA Policy, in particular:

i. Cal/OSHA: California State Occupational Safety and Health

## Administration

- ii. OSHA: Federal Occupational Safety and Health Administration
- iii. SCRRA Master Specifications Section 01 35 23 - SCRRA Worksite Safety Requirements

## Requirements

- b. Provide a Site Safety Representative who shall coordinate and supervise onsite safety and health, including training and testing Contractor's personnel.
- c. Contractor shall conform to requirements of SCRRA/SBCTA, Cal/OSHA, and to applicable codes and regulations of Federal, State, and local authorities having jurisdiction over jobsite safety.
- d. Testing equipment as applicable to work site safety shall conform to requirements of California Code of Regulations, Title 8, Division of Industrial Safety, unless indicated otherwise.
- e. While performing work at worksite, Contractor personnel of any tier shall be identified with employee's company name or logo affixed to employee's hardhat, identification badge, or other identification acceptable to SCRRA/SBCTA.
- f. Contractor personnel shall wear hard hats, orange safety vests or orange T-shirts with reflective strips, safety glasses, and safety shoes at all times while on the project.

## 54. CODE COMPLIANCE

- a. Construction Industry Standards referenced in the Contract Documents have the same force and effect as if published herein and are made a part of the Contract Documents.
- b. Reference standards (referenced in the Contract Documents or by governing regulations) have precedence over non-referenced standards that are recognized in the industry for applicability to the work.
- c. Building Codes: Performance of the Work shall meet or exceed the minimum requirements of California Code of Regulations (CCR), Title 24, including the following:
  - i. CCR Title 24, Part 2: Uniform Building Code (UBC), latest edition, with State of California amendments; referenced as California Building Code (CBC).
  - ii. CCR Title 24, Part 3: National Fire Protection Association (NFPA) 13 - National Electrical Code (NEC), latest edition, with State of California Amendments, referenced as California Electrical Code (CEC).
  - iii. CCR Title 24, Part 9: Uniform Fire Code (UFC), latest edition, with State

of California Amendments, referenced as California Fire Code (CFC).

iv. CCR Title 24, Part 12: Uniform Building Code Standards (UBC Standards), latest edition, with State of California Amendments; referenced as California Building Standards Code (CBSC).

- d. Performance of the Work shall also comply with applicable requirements of California Code of Regulations (CCR), as follows:
  - i. Title 19 - Public Safety.
  - ii. Title 22 - Social Security.
  - iii. Title 24 - Building Standards, Parts 2 through 7, and Title 25 as applicable.
- e. References on the Drawings or in the Specifications to "code", "Code" or "building code" and similar terms, not otherwise identified, shall mean the codes specified above, together with all additions, amendments, changes, and interpretations adopted by code authorities of the jurisdiction having authority over the Project.
- f. The applicable edition of all codes shall be that adopted at the time of issuance of permits by the jurisdiction having authority and shall include all modifications and additions adopted by that jurisdiction(s).
- g. Recognized industry standards shall be used where no specific standard is referenced in the Contract Documents. Obtain SBCTA's approval before using any non-referenced standards.
- h. Contact authorities having jurisdiction directly for necessary information and decisions having a bearing on performance of the work.
- i. Utility location and protection shall conform to Section 5, Utilities, of the Standard Specifications for Public Works Construction (SSPWC). At each property, the contractor shall utilize an independent underground utility locating service, which uses standard locating techniques other than excavating, to identify the location of underground utilities in the areas of the work prior to excavating. The contractor shall determine the exact location of utilities identified in the work area by potholing using hand tools before using any power operated excavating equipment. Utilities now shown on the plans which are in direct conflict with the work will be dealt with by change orders.
- j. Comply with requirements under the National Pollutant Discharge Elimination System (NPDES).
- k. Work shall be accomplished in conformance with all applicable laws, ordinances, rules and regulations of Federal, State and local governmental agencies and

jurisdictions, San Bernardino County, AQMD, CAL-OSHA and all other agencies having authority over the Project.

- l. Work shall be accomplished in conformance with all rules and regulations of public utilities, utility districts, and public agencies providing utility services.
- m. Where such laws, ordinances, rules and regulations require more care or greater time to accomplish Work, or require better quality, higher standards or greater size of products, Work shall be accomplished in conformance to such requirements with no change to the Contract Price and milestone dates, except where changes in laws, ordinances, rules and regulations occur subsequent to the execution date of the Contract.
- n. Contractor shall pay for and obtain all permits required by all agencies having jurisdiction over the work. Contractor shall be required to pay for all temporary utility connections and use to the respective utility company during construction.
- o. Obtain required permits from regulating agencies. Do not start work in areas requiring permits before issuance of permits from authorities having jurisdiction.
  - i. Coordinate with regulating agencies to obtain required permits.
  - ii. Submit copies of permit applications and permits to SBCTA.
  - iii. Comply with permit requirements and assume responsibility for any violations.
- p. Prepare permit applications and obtain permits as necessary for performance of the work, including but not limited to:
  - i. Maintenance and protection of vehicle traffic.
  - ii. Excavation, dewatering and discharge of surface water and runoff into existing drainage systems or surface waters.
  - iii. Disposal of debris and soils.
  - iv. All other activities with potential to adversely affect the environment.
  - v. Written permission from property owners for right of entry onto private property where necessary.

## 55. QUALITY ASSURANCE

- a. The following terms are used in this Section:
  - i. Quality Assurance Services: Activities, actions, and procedures performed before and during execution of the work to guard against defects and deficiencies and

substantiate that proposed construction will comply with requirements.

ii. Quality Control Services: Tests, inspections, procedures, and related actions during and after execution of the work to evaluate that actual products incorporated into the work and completed construction comply with requirements.

iii. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not samples. Approved mockups establish the standard by which the work will be judged.

iv. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, subcontractor, or sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to trades people of the corresponding generic name.

v. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this project; having a minimum of five years' experience in work similar to that required for this project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

- b. If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to SBCTA for a decision before proceeding.
- c. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to SBCTA for a decision before proceeding.
- d. The following qualifications paragraphs establish the minimum qualification levels required; individual specification sections specify additional requirements.
  - i. Installer Qualifications: A firm or individual experienced (as defined above) in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this project, whose work has resulted in construction with a record of



successful in-service performance.

ii. **Manufacturer Qualifications:** A firm experienced (as defined above) in manufacturing products or systems similar to those indicated for this project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

iii. **Fabricator Qualifications:** A firm experienced (as defined above) in producing products similar to those indicated for this project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

iv. **Professional Contractor Qualifications:** A professional contractor who is legally qualified to practice in jurisdiction where project is located and who is experienced (as defined above) in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product, which are similar to those indicated for this project in material, design, and extent.

v. **Specialists:** Certain sections of the specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated. Requirement for specialists shall not supersede building codes and regulations governing the work.

vi. **Testing Agency Qualifications:** An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented by a recognized agency; and with additional qualifications specified in individual sections; and where required by authorities having jurisdiction, that is acceptable to authorities.

vii. **NRTL:** A nationally recognized testing laboratory according to 29 CFR 1910.7.

viii. **NVLAP:** A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

e. **Factory-Authorized Service Representative Qualifications:** An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this project.

f. **Contractor responsibilities include the following:**

i. Provide test specimens representative of proposed products and

construction.

ii. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the work.

iii. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.

iv. Build site-assembled test assemblies and mockups, where indicated, using installers who will perform same tasks for Project.

v. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed work.

vi. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; do not reuse products on project.

g. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to SBCTA, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

h. Mockups: Before installing portions of the work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed work:

i. Build mockups in location and of size indicated or, if not indicated, as directed by SBCTA.

ii. Notify SBCTA seven days in advance of dates and times when mockups will be constructed.

iii. Demonstrate the proposed range of aesthetic effects and workmanship.

iv. Obtain SBCTA's approval of mockups before starting work, fabrication, or construction.

v. Allow seven days for initial review and each re-review of each mockup.

vi. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed work.

vii. Demolish and remove mockups when directed, unless otherwise indicated

## 56. QUALITY CONTROL

a. SBCTA will determine whether the work is completed in accordance with the

Contract Documents. SBCTA will decide all questions that may arise as to the quality or acceptability of materials furnished and work performed, and interpretations of the Contract Documents.

- b. SBCTA may require the Contractor to finish a section on which work is in progress before work is started on any additional section.
- c. SBCTA may require the Contractor to submit additional shop drawings or documents to demonstrate the Contractor's understanding of the intents of contract plans and specifications as part of quality control.
- d. Regulatory Requirements for Testing and Inspection: Inspections, testing and approvals as required by authorities having jurisdiction, and:
  - i. California Code of Regulations (CCR) - Title 24, State Building Code (Uniform Building Code with State of California Amendments), latest edition, as adopted and interpreted by authorities having jurisdiction.
  - ii. California Code of Regulations (CCR) - Title 22, Sections 94065, 94067 and 94069.
- e. The Contractor shall:
  - i. Ensure that products, services, workmanship and site conditions comply with requirements of the Drawings and Specifications by coordinating, supervising, testing and inspecting the Work and by utilizing only suitably qualified personnel.
  - ii. Perform the work to achieve the level of quality prescribed in the Contract Documents, including by reference, all Codes, laws, rules, regulations and standards. Where no level of quality is prescribed, the quality shall be in accordance with the best accepted practices of the construction industry for the locale of the Project, for projects of this type.
  - iii. Perform the work in the proper sequence in relation to the requirements of SBCTA and other contractors, all as may be directed by SBCTA.
  - iv. Employ and assign knowledgeable and skilled personnel as necessary to perform quality control functions to ensure that the Work is provided as required.
  - v. Be responsible for any damage done by it or its agents to the work performed by SBCTA or another contractor.
  - vi. Give the work the constant attention necessary to facilitate the progress of the work.
  - vii. Be solely responsible for all construction means, methods, techniques, and procedures and for coordinating all portions of the work under the contract. Permission

given by SBCTA to use any particular methods, equipment, or appliances shall not be construed to relieve the Contractor from furnishing other equipment or other appliances or adopting other methods when those in use prove unsatisfactory, or as to bind SBCTA to accept work which does not comply with the contract.

viii. Immediately remove from the work, when so ordered by SBCTA, a subcontractor employee doing unsafe, improper, or defective work; who SBCTA deems to be incompetent or disorderly; or who commits trespassing on public or private property in the vicinity of the work.

ix. Be responsible for securing all work areas by barricade in accordance with local and State requirements as applicable at the end of each day.

- f. Quality of Products: Unless otherwise indicated or specified, all products shall be new, free of defects and fit for the intended use.
- g. Quality of Installation: All Work shall be produced plumb, level, square and true, or true to indicated angle, and with proper alignment and relationship between the various elements. New material shall be installed so that drainage merges with existing flow patterns on the site towards the drains.
- h. Protection of Existing and Completed Work: Take all measures necessary to preserve and protect existing and completed Work free from damage, deterioration, soiling and staining, until Acceptance by SBCTA.
- i. Standards and Code Compliance and Manufacturer's Instructions and Recommendations: Unless more stringent requirements are indicated or specified, comply with manufacturer's instructions and recommendations, reference standards and building code research report requirements in preparing, fabricating, erecting, installing, applying, connecting and finishing Work.
- j. Deviations from Standards and Code Compliance and Manufacturer's Instructions and Recommendations: Document and explain all deviations from reference standards and building code research report requirements and manufacturer's product installation instructions and recommendations, including acknowledgement by the manufacturer that such deviations are acceptable and appropriate for the Project.
- k. Verification of Quality: Work shall be subject to verification of quality by SBCTA or in accordance with provisions of the Conditions of the Contract.
  - i. Contractor shall cooperate by making Work available for inspection by SBCTA or its designated representative.
  - ii. Such verification may include mill, plant, shop, or field inspection as

required. SBCTA designated Inspector shall have access to material inspection.

iii. Provide access to all parts of the Work, including plants where materials or equipment are manufactured or fabricated.

iv. Provide all information and assistance as required, including that by and from subcontractors, fabricators, materials suppliers and manufacturers, for verification of quality by SBCTA

v. Contract modifications, if any, resulting from such verification activities shall be governed by applicable provisions in the Conditions of the Contract

- l. Observations by SBCTA and SBCTA's consultants: Periodic and occasional observations of Work in progress may be made by SBCTA and SBCTA's consultants as deemed necessary to review progress of Work and general conformance with design intent.
- m. Limitations on Inspection, Test and Observations: Neither employment of an Inspector of Record, independent testing and inspection agency, or observations by SBCTA and SBCTA's consultants shall in any way relieve Contractor of obligation to perform Work in full conformance to all requirements of Contract Documents and applicable Building Code and other regulatory requirements.
- n. SBCTA's Acceptance and Rejection of Work: SBCTA reserves the right to reject all Work not in conformance to the requirements of the Drawings and Specifications.
- o. Correction of Non-Conforming Work: Non-conforming Work shall be modified, replaced, repaired or redone by the Contractor at no change in Contract Price or milestone dates.
- p. Acceptance of Non-Conforming Work: Acceptance of non-conforming Work, without specific written acknowledgement and approval of SBCTA, shall not relieve the Contractor of the obligation to correct such Work.
- q. Contract Adjustment for Non-conforming Work: Should SBCTA or its designee determine that it is not feasible or in SBCTA's interest to require non-conforming Work to be repaired or replaced, an equitable reduction in Contract Price shall be made by agreement between SBCTA and Contractor. If equitable amount cannot be agreed upon, a Construction Change Directive will be issued and the amount in dispute resolved in accordance with the Conditions of the Contract.
- r. Non-Responsibility for Non-Conforming Work: SBCTA and SBCTA's consultants disclaim any and all responsibility for Work produced not in conformance with the

#### Drawings and Specifications.

- s. The work is to be completed in accordance with the specifications, the drawings, and such instructions or directions as SBCTA may give to supplement drawings and specifications. Wherever the words "directed," "permitted," "approved," "acceptable," "satisfactory to," or similar words or phrases occur in the Contract Documents, they shall be understood to be functions of SBCTA to be exercised at its discretion.
- t. SBCTA shall not be responsible for and shall not have control or charge over, the acts or omissions of the Contractor, subcontractors, or any of their agents or employees, or any other persons performing any of the work.
- u. Inspections and Tests by Authorities Having Jurisdiction: Contractor shall cause all tests and inspections required by authorities having jurisdiction to be made for Work under this Contract, Public Works Department, Fire Department, Health Department, AQMD, and similar agencies. Except as specifically noted, scheduling, conducting and paying for such inspections shall be solely the Contractor's responsibility.
- v. Inspections and Tests by Serving Utilities: Contractor shall cause all tests and inspections required by serving utilities to be made for Work under this Contract. Scheduling, conducting and paying for such inspections shall be solely the Contractor's responsibility.
- w. Inspections and Tests by Manufacturer's Representatives: Contractor shall cause all tests and inspections specified to be conducted by materials or systems manufacturers to be made. Additionally, all tests and inspections required by materials or systems manufacturers as conditions of warranty or certification of Work shall be made, the cost of which shall be included in the Contract Price.
- x. Inspections by Independent Testing and Inspection Agency or Agencies: The following applies to tests and inspections:
  - i. SBCTA will select and pay for an independent testing and inspection laboratory or agency to conduct tests and inspections as indicated on Drawings or Specifications, and as required by authorities having jurisdiction.
  - ii. Costs for additional tests, inspections and related services, due to the following, shall be reimbursed to SBCTA by the Contractor and no change in Contract Price shall result.
    - A. Failure to properly schedule or notify testing and inspection agency



or authorities having jurisdiction.

- B. Changes in sources, lots or suppliers of products after original tests or inspections.
  - C. Changes in means methods, techniques, sequences and procedures of construction which necessitate additional testing, inspection and related services.
  - D. Changes in material after review and acceptance of submittal.
- iii. Test and Inspection Reports: After each inspection and test, one copy of report shall be promptly submitted to SBCTA, SBCTA's consultant (as applicable), Contractor, City Inspector, and to agency having jurisdiction (if required by Code).
- iv. Reports shall clearly identify the following:
- A. Project name and number.
  - B. Identification of product and Specifications Section in which Work is specified.
  - C. Name of inspector.
  - D. Date and time of sampling or inspection.
  - E. Location in Project where sampling or inspection was conducted.
  - F. Type of inspection or test.
  - G. Date of test.
  - H. Results of tests.
  - I. Comments concerning conformance with Contract Documents and other requirements
- v. Test reports shall indicate specified or required values and shall include statement whether test results indicate satisfactory performance of products.
- vi. Samples taken, but not tested, shall be reported.
- vii. Test reports shall confirm that methods used for sampling and testing conform to specified test procedures.
- y. Contractor shall provide SBCTA, independent testing and inspection agency personnel, inspector of record and SBCTA's consultant with full access to the work and reasonable time for inspection for ascertaining whether or not the work is performed in accordance with the requirements and intent of the contract. No work shall be covered or materials used without making the work or materials available

for inspection by SBCTA. If SBCTA so requests, the Contractor shall, at any time before acceptance of the work, remove or uncover such portions of the finished work as may be directed.

- z. After examination, Contractor shall restore the work to the standard required by the Contract Documents. If the work examined proves acceptable, uncovering, removal, and replacement of the work in question will be paid for by SBCTA by change order to the Contractor; but if the work proves unacceptable, the uncovering or removal and replacement of the work in question shall be at the Contractor's expense. Inspection will not relieve the Contractor from the responsibility for the quality of this work and to perform the work in accordance with the requirements of the Contract Documents.
- aa. All materials and every process of manufacture and construction shall be subject to inspection at all times. SBCTA and its designated representatives shall have free access to all operations. Contractor shall provide necessary materials and SBCTA shall have the right to select suitable samples of materials for testing or examination which the contractor shall supply without charge. In case such samples must be shipped to some other point for inspection or testing, Contractor shall box or crate samples as necessary and shall deliver them at points designated for shipment without charge. Omission of inspection shall not relieve the Contractor of its obligations to produce the work required by the Contract Documents. Materials not in compliance with contract requirements shall be removed promptly from the vicinity of the work, and the Contractor, at its expense, shall promptly remove, reconstruct, replace, and make good any defective work as directed in writing by
- bb. Oversight or error in judgment of inspectors, or previous acceptance of the work, shall not relieve Contractor from the obligation to correct defects whenever discovered.
- cc. If the Contractor does not correct nonconforming work or remove rejected materials within a reasonable time fixed by written notice, SBCTA may direct that removals and corrections be performed by other contractors. Charges for such removals and corrections shall be deducted from the Contractor's payment due under this contract or may be paid for by the Contractor's bonds held for this contract.
- dd. All inspection by SBCTA is for the protection of SBCTA and its interest and shall not relieve the Contractor of responsibility for providing work in accordance with the Contract Documents. After completion of the work, a final inspection will be made and any previous inspection or acceptance will not preclude rejection, at the final inspection, of any item that is not satisfactory to SBCTA or is not in

accordance with the Contract Documents.

- ee. If, within the period of time prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, whichever is longer, any of the work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from SBCTA. This obligation shall survive acceptance of the work or termination of the contract. In the event SBCTA prefers to accept or not require correction of defective or nonconforming work, SBCTA may do so instead of requiring its removal and correction, in which case SBCTA shall determine an appropriate sum to be deducted from the Contract Price or otherwise charged against the Contractor, which determination shall be final and binding upon the parties. Such adjustment shall be effected whether or not final payment has been made.
- ff. All defective work which has been rejected shall be remedied or removed and replaced by the Contractor at its own expense, in a manner acceptable to SBCTA.
- gg. Whenever all of the work provided for in the contract or authorized as force account work has been completed and the final cleaning-up performed, SBCTA will make the final inspection, and, if the work is found to be satisfactory, Contractor will be notified in writing of the acceptance. All portions of the work shall be maintained by the Contractor at the standards required by the Contract Documents until final acceptance.
- hh. At SBCTA's discretion, portions of the work that are determined to be substantially complete may be accepted before all the project work is completed. After acceptance of substantially completed work, Contractor shall not use the finished product for any purpose without permission of SBCTA.
- ii. Give minimum of 48 hour advance notice of each test and inspection to SBCTA when ready for testing, observation and inspection.
- jj. Should any compaction density/strength test or inspection fail to meet specification requirements, necessary corrective work shall be performed by the Contractor. Additional testing shall be required to determine that corrective work provides compaction in the failed area meeting requirements of these Specifications.
- kk. Contractor shall provide a record of testing results including corrective actions taken if necessary, on the approved form to SBCTA.
- ll. Contractor's corrective work to meet requirements and retesting resulting from failing tests shall be at no additional cost to SBCTA.
- mm. Obtain all inspections required by the local regulatory agencies and provide

SBCTA with the final sign-off cards for the project from the local regulatory agencies.

## 57. TEMPORARY FACILITIES AND CONTROLS

- a. Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- b. Common-Use Field Office: not required
- c. Storage and Fabrication Sheds:
  - i. No equipment or tools are allowed to be stored at the jobsite without SBCTA's written permission. Size to storage requirements for products required per specification. Allow for access and orderly provision for maintenance and for inspection of products.
  - ii. Precast concrete planks/beams shall be cast offsite and transported to site.
- d. Telephone Service: Provide mobile telephone service for project superintendent.
- e. Temporary Electricity:
  - i. Connect to existing power service at location as directed. Power consumption shall not disrupt SCRRA's need for continuous service. Exercise measures to conserve energy.
  - ii. Provide power outlets for construction operations, with branch wiring and distribution boxes. Provide flexible power cords as required.
  - iii. Provide main service disconnect and over current protection at convenient location.
  - iv. Comply with NECA, NEMA, and UL standards and regulations for temporary electric service.
  - v. Permanent convenience receptacles may be utilized during construction.
- f. Temporary Fire Protection:
  - i. Maintain temporary fire protection facilities of the types needed until permanent facilities are installed. Fire Extinguishers shall be portable, UL rated, with class and extinguishing agent as required by locations and classes of fire exposures.
  - ii. Comply with NFPA 10 "Standard for Portable Fire Extinguishers" and NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations."
  - iii. Fire safety during construction shall comply with CFC - California Fire

Code (CCR) California Code of Regulations, Title 24, Part 9, Article 87.

- iv. Store combustible materials in containers in fire-safe locations.
- v. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes.
- vi. Provide supervision of welding operations, combustion-type temporary heating units, and similar sources of fire ignition
- g. Barriers, enclosures and fencing:
  - i. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
  - ii. Provide protection for plant life and trees designated to remain and for soft and hardscape areas adjacent to work, replace damaged materials in kind.
  - iii. Protect non-owned vehicular traffic, stored materials, if allowed, site and structures from damage.
- h. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
- i. Pollution Control:
  - i. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.
  - ii. Conform to Best Management Practices for waste management and material controls as defined in Section 4 of the Construction Activity Handbook published by the Storm Water Quality Association.
  - iii. Coordinate construction activities with control procedures established in the Storm Water Pollution Plan (SWPPP).
- j. Security:
  - i. Provide security and facilities to protect Work, from unauthorized entry,

vandalism, or theft.

- ii. Coordinate with SBCTA's security program.
- k. Parking: No Contractor's employees' parking is allowed on site.
- l. Traffic Control:
  - i. Comply with requirements of authorities having jurisdiction.
  - ii. Obtain all permits, provide all materials and maintain controls as required by authorities having jurisdiction.
  - iii. Maintain access for fire-fighting equipment and access to hydrants.
- m. Progress Cleaning:
  - i. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
  - ii. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
  - iii. Provide walk-off mats at each building entry.
- n. Waste Disposal:
  - i. Waste Management: In compliance with local agencies' regulations.
  - ii. Maintain work areas free of waste materials, debris, and rubbish.
  - iii. Remove waste materials, debris, and rubbish from site periodically during a work day and legally dispose of off-site at the end of each work day at 3:30 pm.
  - iv. Maintain site area in a clean and orderly condition.
- o. Locate facilities where they will serve project adequately and result in minimum interference with performance of the work. Relocate and modify facilities as required by progress of the work.
- p. Locate facilities to avoid protected areas as specified in these General Provisions.
- q. Provide and pay for temporary utility services and facilities such as sanitary facilities, telephone service and internet service adequate for construction and related activities.

## **58. TEMPORARY EROSION AND SEDIMENTATION CONTROL**

- a. Conform to all applicable local, state and Federal Regulations and laws pertaining to water pollution control and as specified in SSPWC section 7-8.6.
- b. Accomplish erosion and sediment control through use of berms, dikes, swales,



- dams, fiber mats, plastic sheeting, netting, gravel, storm drain inlet protection, slope drains, sediment fences, and other sediment barriers; gravel construction entrances; and other erosion control devices or methods.
- c. Coordinate temporary pollution control provisions with permanent erosion control features specified elsewhere in the Contract Documents to the extent practicable to assure economical, effective, and continuous erosion control throughout the construction and post-construction period.
  - d. SBCTA may limit surface area of erodible earth material exposed by clearing, grubbing, excavation, borrow, embankment, and fill operations.
    - i. Provide immediate, permanent or temporary pollution control measures to prevent contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment.
    - ii. Work may involve construction of temporary berms, dikes, dams, sediment basins, and slope drains; use of temporary mats; or other control devices or methods as necessary to control erosion.
  - e. Construct facilities required for clearing, grading, and land alteration activities, to ensure that sediment-laden water does not enter drainage systems or violate applicable water standards.
  - f. Permanent Features:
    - i. Incorporate permanent erosion control features at earliest practicable time. Use temporary pollution control measures to correct unforeseen conditions that develop during construction, to provide measures that are needed prior to installation of permanent pollution control features, or to temporarily control erosion that develops during normal construction.
    - ii. Where erosion interferes with clearing and grubbing operations, schedule and perform work so that grading operations and permanent erosion control features can follow immediately; otherwise, provide temporary erosion control measures between successive construction stages.
  - g. Areas of Work:
    - i. Limit the area of clearing, grubbing, excavation, borrow, and embankment operations in progress commensurate with progress. Should seasonal limitations result in unrealistic coordination of operations, take temporary erosion control measures

immediately.

- ii. Flag boundaries of clearing limits prior to construction.
  - A. Do not disturb or permit disturbance of ground beyond flagged boundary.
  - B. Maintain flagging for duration of work.
- iii. Temporary soil erosion and sediment control may include construction work outside right of way where work is necessary as a result of project construction such as borrow pit operations, haul roads, and equipment storage sites
- h. Maintenance:
  - i. Maintain erosion control features installed, including replacement and upgrading of facilities when needed, until work is completed and notice of Final Acceptance issued.
  - ii. Maintain catch basins (inlets with sumps or inverted siphons) so that not more than one foot depth of sediment is allowed to accumulate within a trap (or sump).
    - A. Clean catch basins and storm drains prior to paving and prior to Substantial Completion.
    - B. Remove sediment. Do not flush sediment-laden water into downstream system.
  - iii. Keep paved areas clean for the duration of the project.
  - iv. Measures in addition to those indicated may be required.
  - v. Do not permit more than a one-foot depth of sediment to accumulate behind a silt fence.
  - vi. Remove sediment or regrade it into slopes, and repair and reestablish silt fences as needed.
  - vii. Remove silt fences in entirety when no longer required. Fences are required until uphill area has been permanently stabilized.
  - viii. Remove pipes, end sections, drainage curbs, silt fences, and other materials from temporary erosion control devices; those not incorporated into permanent work become property of Contractor.
  - i. Storm drain inlet protection must prevent sediment from entering storm drain

systems prior to permanent stabilization of disturbed areas.

- j. Use storm drain inlet protection per Caltrans standards plans, 2010 edition:
  - i. Where storm drain inlets are operational before permanent stabilization of disturbed drainage area.
  - ii. Adjacent to and immediately downhill of utility type construction in existing paved areas with catch basin drainage.
  - iii. When cleaning streets.
- k. Use berms when required to direct drainage to flow through filters and prevent bypassing of inlets.
- l. Do not permit more than one-foot depth of sediment to accumulate against storm drain inlet protection.
- m. Remove sediment and restore inlet protection as needed to maintain sediment trapping and filtering capability.

## 59. CLOSEOUT PROCEDURES

- a. As described in Section 5 of the Special Provisions, Substantial Completion will be determined at SBCTA's discretion. In order for SBCTA to make such a determination, the Contractor must comply with the requirements of this Section.
- b. Preliminary punch list review: At Contractor's request, SBCTA will attend a preliminary Contract closeout review, not earlier than 14 days prior to anticipated Substantial Completion review day. SBCTA and Contractor shall conduct a brief walk-through of Project to review scope, adequacy and completeness of the Work. SBCTA will prepare a typewritten list of items to be completed and corrected (preliminary punch list).
- c. Before requesting review/inspection for determining date of Substantial Completion, the Contractor shall complete the following:
  - i. Execute cleaning and clear site of temporary facilities and controls.
  - ii. Prior to Substantial Completion review, complete all testing, inspection, balancing, sterilization and cleaning of the Work. Obtain final City Inspection and City sign-off. Provide original of final sign-off cards to SBCTA.
  - iii. Advise SBCTA of pending insurance changeover requirements.
  - iv. Submit specific warranties, workmanship bonds, maintenance service

agreements, final certifications, and similar documents.

v. Obtain and submit releases permitting SBCTA unrestricted use of the work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.

vi. Prepare and submit project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.

vii. Deliver tools, spare parts, extra materials, and similar items to location designated by SBCTA. Label with manufacturer's name and model number where applicable.

viii. Make final changeover of permanent locks and deliver keys to SBCTA. Advise SBCTA's personnel of changeover in security provisions.

ix. Complete startup testing of systems.

x. Submit test/adjust/balance records.

xi. Terminate and remove temporary facilities from project site, along with mockups, construction tools, and similar elements.

xii. Advise SBCTA of changeover in utilities.

xiii. Submit changeover information related to SBCTA's occupancy, use, operation, and maintenance.

xiv. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

d. Contractor's Certification: The Contractor shall submit to SBCTA written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Substantial Completion review by SBCTA. Provide five working days' notice to SBCTA that Work is substantially complete.

e. Punch List Review: SBCTA, SCRRA, and the responsible design consultants, as may be necessary, will attend a Contract closeout review and conduct a walk-through of Project to review the updated list of items to be completed and corrected (Punch List).

i. Contractor shall prepare a list and record additions, deletions, and revisions as noted by SBCTA for completion or correction.

ii. The Contractor shall complete all items on the punch list and notify SBCTA

of the completed items. SBCTA will update and distribute the revised Punch List after the next walk-through.

iii. Costs of additional visits caused by incomplete scope of work or punch list items after the second visit to the site by SBCTA and the design consultants, to review completion and correction of Work, shall be reimbursed to SBCTA by the Contractor.

- f. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, SBCTA will either proceed with inspection or notify Contractor of unfulfilled requirements. SBCTA will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by SBCTA, that must be completed or corrected before certificate will be issued.
- g. Re-inspection: Request re-inspection when the work identified in previous inspections as incomplete is completed or corrected.
- h. Results of completed inspection will form the basis of requirements for final completion.

## **60. HANDOVER**

- a. The Contractor shall maintain at the site for SBCTA Representative one record copy of Project record documents, including:
  - i. Record drawings.
  - ii. Record specifications.
  - iii. Addenda.
  - iv. Change orders and other modifications to the Contract.
  - v. SBCTA's field orders and written instructions.
  - vi. Reviewed and Accepted Shop Drawings, Product Data and Samples.
  - vii. Field Test Reports.
  - viii. Referenced Documents.
- b. At the expiry of the Term, the Contractor shall deliver Record Documents to SBCTA's representative and comply with the handover requirements set out in this

Section 60.

- c. Accompany submittal with transmittal letter in duplicate, containing:
  - i. Date;
  - ii. Project title and contract number;
  - iii. Contractor's name and address;
  - iv. Title and number of each Record Document; and
  - v. Signature of Contractor or his authorized representative.
- d. Record Drawings: Submit one set of marked-up record prints. Submit also as pdf electronic file on electronic media acceptable to SBCTA.
- e. Record Specifications: Submit one set of contract specifications, including addenda and contract modifications. Submit also as pdf electronic file on electronic media acceptable to SBCTA.
- f. Record Product Data: Submit one marked-up copy of each product data submittal. Submit also as pdf electronic file on electronic media acceptable to SBCTA.
- g. Product data need not be submitted separately if included in operation and maintenance manuals.
- h. Shop Drawings: Submit one hard copy of reviewed and accepted shop drawings. Also submit as PDF files and AutoCAD files on a CD ROM.
- i. Operations and Maintenance Manual:
  - i. Manual content is specified in individual specification sections to be reviewed at the time of section submittals. Submit review manual content formatted and organized as required by the section. Where applicable, clarify and update reviewed manual content to correspond to modifications and field conditions.
  - ii. Submit three paper copies of each Operations and Maintenance Manual. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves.
  - iii. Submit PDF electronic file on digital media acceptable to SBCTA. Assemble each manual into a composite electronically-indexed file.
  - iv. Initial Manual Submittal: Submit draft copy of each manual at least 30 calendar days before commencing demonstration and training. SBCTA will comment on whether general scope and content of manual are acceptable.
  - v. Correct or modify each manual to comply with SBCTA's comments. Submit



copies of corrected manual within 15 calendar days of receipt of comments and prior to commencing demonstration and training.

- j. Final Manual Submittal: Submit each manual in final form before requesting inspection for Substantial Completion and at least 15 calendar days before commencing demonstration and training.
- k. Other Documents: Unless otherwise specified, submit one (1) hard copy and a PDF electronic file of each document required herein.
- l. Final Specifications Submittals: Submit to SBCTA all documents and products required by Specifications to be submitted, including the following:
  - i. Project record drawings and specifications.
  - ii. Operations and Maintenance data.
  - iii. Guarantees, warranties and bonds.
  - iv. Test reports and certificates of compliance.
  - v. Local Regulatory Jurisdiction(s)' final Sign-off, including any and all documents required by governing authorities, utilities and other agencies, building permit cards, inspection cards signed-off as final by the inspectors, and certifications of inspections and tests.
- m. Certificates of Compliance and Test Report Submittals: Submit to SBCTA certificates and reports as specified, as required by manufacturers for warranty and guarantee purposes, and as required by authorities having jurisdiction.
- n. Subcontractor List: Submit to SBCTA five copies of updated Subcontractor and Materials Supplier List.
- o. Warranty Documents: Prepare and submit to SBCTA warranties and bonds as specified in the Contract Documents.
- p. Record Drawings
  - i. Record Prints: Maintain one set of black-line white prints of the contract drawings and shop drawings for the sole purpose of recording all as-built changes to the work.
  - ii. Preparation: Record information continuously as Work progresses. Do not conceal Work permanently until all required information is recorded. Require individual or entity who obtained record data, where individual or entity is installer, subcontractor, or similar entity, to prepare the marked-up record prints. Legibly and to scale, mark a reproducible set of Contract Drawings to record actual construction where installation

varies from that shown on contract drawings, including:

- A. Measured dimensions and cross section of work.
  - B. Measured horizontal and vertical locations of underground utilities, ducts, and vents from specific wall locations, including all new utilities installed and utilities found, abandoned or left in place, referenced to permanent surface improvements and to visible and accessible features of the structure.
  - C. Field changes of dimensions and details.
  - D. Details not on original Contract Drawings and any other changes to the original Contract Drawings (changes of location of utilities, equipment, and other accessories).
  - E. As-Built information shall be shown along with RFIs, Submittals, change orders, or other indicating source of changes. References to written changes such as RFIs or Field Directives should be clouded on the drawings with a copy of the written direction attached to the set of drawings.
  - F. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
  - G. Accurately record information in an understandable drawing technique.
  - H. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
- iii. Mark record sets in red ink. Use other colors as required to distinguish between changes for different categories of the work at same location.
  - iv. Mark important additional information that was either shown schematically, such as conduit runs, or omitted from original drawings.
  - v. Note work change RFI numbers, directive numbers, alternate numbers, change order numbers, and similar identification, where applicable.
- q. Record Specifications
    - i. Preparation: In PART 2 – PRODUCTS in each specification section, legibly mark in red ink and record actual products installed or used:
    - ii. Give particular attention to information on concealed products and

installations that cannot be readily identified and recorded later.

iii. Mark copy with the proprietary name and model number or catalog number of products, materials, and equipment furnished, including substitutions or alternates utilized and product options selected.

iv. Record the name of manufacturer, supplier, installer, and other information necessary to provide a record of selections made.

v. For each principal product, indicate whether record product data has been submitted in operation and maintenance manuals instead of submitted as record product data.

vi. Note related addenda, change orders, record product data, and record drawings, and other instruments modifying the Contract, where applicable.

r. Shop Drawings

i. Maintain as record documents.

ii. Legibly annotate drawings to record changes made after review.

s. Record Shop Drawings:

i. Revise the shop drawings CAD files to reflect annotations made on record copy.

ii. Submit hard copies, PDF files and CAD files compatible with AutoCAD 2012

t. Operations and Maintenance Document Directory

i. Organization: Include a section in the directory for each of the following:

A. List of documents.

B. List of systems.

C. List of equipment.

D. Tables of contents.

ii. List of systems and subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

iii. Tables of Contents: Include a table of contents for each emergency,

operation, and maintenance manual.

iv. Identification: In the document directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, Preparation of Operating and Maintenance Documentation for Building Systems.

u. Requirements for Operations and Maintenance Manuals

i. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:

- A. Title page.
- B. Table of contents.
- C. Manual contents.

ii. Title Page: Include the following information:

- A. Subject matter included in manual.
- B. Name and address of project.
- C. Name and address of SBCTA.
- D. Date of submittal.
- E. Name and contact information for Contractor.
- F. Name and contact information for SBCTA.
- G. Names and contact information for major consultants to SBCTA that designed the systems contained in the manuals.
- H. Cross-reference to related systems described elsewhere in the operation and maintenance manuals.

iii. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to specification section number in project manual.

iv. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

v. Manual Contents: Provide manuals for each piece of equipment including

individual components and subsystems of complete assembly. Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder. Line out non-applicable text and illustration. The section of the manual on operation shall describe the functions and limitations of each component and its relationship to the system of which it is a part. Where several models, options, or styles are described, the manual shall identify the items actually provided.

vi. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual.

- A. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
- B. File Names and Bookmarks: Enable bookmarking of individual documents based upon file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel upon opening file.

vii. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.

- A. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2 by 11 inch paper, with clear plastic sleeve on cover to hold label and cover sheet describing contents and with pockets on inside covers to hold folded oversize sheets.
- B. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
- C. Identify each binder on front and spine, with printed title "Operation and Maintenance Manual," project name, subject matter of contents, and specification section number (on bottom of spine). Indicate

volume number for multiple-volume sets.

- D. Dividers: Heavy paper dividers with plastic covered tabs for each section of manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to specification section number and title of project manual.
  - E. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
  - F. Supplementary Text: Prepared on 8-1/2 by 11 inch white bond paper.
  - G. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
  - H. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
  - I. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.
- viii. Manuals shall contain the following minimum information for each product or system:
- A. List of equipment furnished for project with name, address, and telephone number of each vendor.
  - B. Name, address and telephone number for nearest manufacturer's service representative.
  - C. Catalog, model and serial number for the installed equipment.
  - D. Description of the normal and emergency operations of the equipment.
  - E. Statement of warranty and date warranty begins and ends.
  - F. Standard starting, stopping and operating instructions.
  - G. Emergency and special operating instructions and a list of service organizations (including addresses and telephone numbers) capable



of rendering emergency service to the various parts of the system.

- H. Copy of each wiring and control diagram.
  - I. Routine maintenance procedures.
  - J. Servicing and lubrication schedule.
  - K. Manufacturer's printed operating and maintenance instructions and part lists. Operating and maintenance instructions for each and every item of equipment, setting forth in detail and step-by-step the procedure of starting, stopping, operating, and maintaining the entire system as installed. Include a schedule of recommended maintenance intervals.
  - L. Manufacturer's recommended special maintenance tools.
  - M. Routine maintenance procedures.
  - N. Tabulation of motor nameplate horsepower, nameplate current, field-measured current, overlay relay setting, and catalog number for polyphase motors.
  - O. List of fuses, lamps, seals, and other expendable equipment and devices. Specify size, type, and ordering description. List name, address, email address, fax number, and telephone number of vendor.
  - P. A copy of shop drawings for mechanical, electrical, and instrument equipment in final form.
  - Q. Certified equipment drawings or reviewed shop drawing data clearly marked for equipment furnished.
- ix. Brochures shall be loose leaf with durable plastic or fiberboard covers. Each sheet shall be reinforced to prevent tearing from continued use, and each brochure shall have the following information clearly printed on its cover:
- A. Project name, name of SBCTA, and address.
  - B. Name and address of SBCTA's Representative.
  - C. Name and addresses of contractors and subcontractors and department to contact.
  - D. Telephone number of contractors, including night and emergency

numbers.

E. Major equipment vendors' names and telephone numbers.

x. Equipment Data Sheet: Provide six sets of equipment data sheets, bound in three-ring binders, summarizing the equipment manufacturer's maintenance instructions and recommendations. A blank data sheet and a sample data sheet are attached at the end of this specification section

v. Photographs

i. Prior to performing any work on the site, the Contractor shall take a minimum of twenty (20) photographs of each project site. Each major area of work shall be the subject of at least one photograph.

ii. After construction operations have been started at the site, the Contractor shall periodically take color photographs to show general site condition and progress of work. A minimum of twenty (20) photos shall be taken throughout each month and submitted to SBCTA by the 5th of the following month. Each major area of work shall be the subject of at least one photograph.

iii. The photo submittals shall be a read-only compact disk (CD-ROM) containing high-resolution electronic files of the color photographs. Each photograph will be captioned with date taken, location, and general description. In addition to the electronic file, the Contractor shall submit two (2) (8" X 10") prints of each photograph

## 61. DEMONSTRATION AND TRAINING

- a. Demonstration and Training Video Recordings: Submit two copies on CD within seven days of end of each training module.
- b. Coordinate instruction schedule with SBCTA's operations. Adjust schedule as required to minimize disrupting SBCTA's operations.
- c. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by SBCTA.
- d. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual specification sections.
- e. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as

applicable to the system, equipment, or component:

- i. Basis of System Design, Operational Requirements, and Criteria: Include the following:
  - A. System, subsystem, and equipment descriptions.
  - B. Performance and design criteria if Contractor is delegated design responsibility.
  - C. Operating standards.
  - D. Regulatory requirements.
  - E. Equipment function.
  - F. Operating characteristics.
  - G. Limiting conditions.
  - H. Performance curves.
- ii. Documentation: Review the following items in detail:
  - A. Emergency manuals.
  - B. Operations manuals.
  - C. Maintenance manuals.
  - D. Project record documents.
  - E. Identification systems.
  - F. Warranties and bonds.
  - G. Maintenance service agreements and similar continuing commitments.
- iii. Emergencies: Include the following, as applicable:
  - A. Instructions on meaning of warnings, trouble indications, and error messages.
  - B. Instructions on stopping.
  - C. Shutdown instructions for each type of emergency. Operating instructions for conditions outside of normal operating limits.
  - D. Sequences for electric or electronic systems.
  - E. Special operating instructions and procedures.

- iv. Operations: Include the following, as applicable:
  - A. Startup procedures.
  - B. Equipment or system break-in procedures.
  - C. Routine and normal operating instructions.
  - D. Regulation and control procedures.
  - E. Control sequences.
  - F. Safety procedures.
  - G. Instructions on stopping.
  - H. Normal shutdown instructions.
  - I. Operating procedures for emergencies.
  - J. Operating procedures for system, subsystem, or equipment failure.
  - K. Seasonal and weekend operating instructions.
  - L. Required sequences for electric or electronic systems.
  - M. Special operating instructions and procedures.
- v. Adjustments: Include the following:
  - A. Alignments.
  - B. Checking adjustments.
  - C. Noise and vibration adjustments.
  - D. Economy and efficiency adjustments.
- vi. Troubleshooting: Include the following:
  - A. Diagnostic instructions.
  - B. Test and inspection procedures.
- vii. Maintenance: Include the following:
  - A. Inspection procedures.
  - B. Types of cleaning agents to be used and methods of cleaning.
  - C. List of cleaning agents and methods of cleaning detrimental to product.
  - D. Procedures for routine cleaning.

- E. Procedures for preventive maintenance.
  - F. Procedures for routine maintenance.
  - G. Instruction on use of special tools.
- viii. Repairs: Include the following:
  - A. Diagnosis instructions.
  - B. Repair instructions.
  - C. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  - D. Instructions for identifying parts and components.
  - E. Review of spare parts needed for operation and maintenance.
- f. Assemble educational materials necessary for instruction, including documentation and training module.
- g. Set up instructional equipment at instruction location.
- h. Engage qualified instructors to instruct SCRRA's personnel and its contractors to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
- i. SBCTA will furnish Contractor with names and positions of participants.
- j. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
- k. Schedule training with SBCTA personnel, through SBCTA, with at least seven days' advance notice.
- l. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of a demonstration/performance-based review.
- m. Cleanup: Collect used and leftover educational materials and remove from project site. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.
- n. General: Engage a qualified commercial videographer to record demonstration and training video recordings. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
- o. At beginning of each training module, record each chart containing learning

objective and lesson outline.

- p. Video Recording Format: Provide high-quality color video recordings with menu navigation in format acceptable to SBCTA.
- q. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to show area of demonstration and training. Display continuous running time.
- r. Narration: Describe scenes on video recording by audio narration by microphone while video recording is recorded. Include description of items being viewed.
- s. Transcript: Provide a transcript of the narration. Display images and running time captured from videotape opposite the corresponding narration segment.
- t. Pre-Produced Video Recordings: Provide video recordings used as a component of training modules in same format as recordings of live training.

DRAFT



**ATTACHMENT B1: CLAIMS CERTIFICATE**Certificate

Under the penalty of law for perjury or falsification with specific reference to the California False Claims Act, Government Code Section 12650 et. Seq., the undersigned,

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company)

herby certifies that the claim for the additional compensation and time, if any, made herein for the work on this Contract is a true statement of the actual cost incurred and time sought, and is fully documented and supported under the Contract between the parties

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Subscribed and sworn before this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

## ATTACHMENT B2: WAGES CERTIFICATION

The undersigned, Contractor on

\_\_\_\_\_  
(Contract No.)

hereby certifies that all laborers, mechanics, apprentices and trainees employed by the Contractor or by a subcontractor performing work under the Contract on the Project have been paid wages at rates not less than those required by the Contract, and that the work performed by each such laborer, mechanic, apprentice or trainee conformed to the classifications set forth in the Contract or training program provisions applicable to the wage rate paid.

\_\_\_\_\_  
Signature and Title

DRAFT

## ***Minute Action***

AGENDA ITEM: 34

***Date:*** December 6, 2023

***Subject:***

San Bernardino Council of Governments Assessment & Joint Powers Authority Agreement

***Recommendation:***

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

Direct staff to develop proposed language to update the assessments method in the San Bernardino Associated Governments' Joint Powers Agreement, for the Board's review and consideration at its January 3, 2024 meeting.

***Background:***

On November 1, 2023, staff brought forward a presentation to inform the San Bernardino Associated Governments (SBCOG) Board of Directors (Board) on the activities and recommendation of the SBCOG Ad Hoc Committee which included a recommendation to expand the capacity of the Council of Governments (COG) by increasing member agency dues to provide revenue for a minimum operating budget of \$1,500,000 to support additional staff and consultant resources.

It was discussed that the initial member agency dues are calculated through a method identified in the 1973 Joint Powers Authority (JPA) Agreement, as amended and restated in 1975, which is through a 50% Population/50% Assessed Valuation formula, and that the Board previously approved two additional assessments that were flat fee increases at the same cost to every jurisdiction. One was approved in 2016 and one was approved in 2022, for \$5,337 and \$8,000 respectively. Currently, the three assessments generate \$470,941 annually, resulting in the need for an additional \$1,029,059 to fund a minimum operating budget of \$1,500,000.

The new formula for calculating individual member dues needed to fund the increased capacity that was recommended by the SBCOG Ad Hoc Committee, and shared during the November Board update as well as the November City/County Managers' Technical Advisory Committee (CCMTAC), is 50% Population/ 50% General Fund Base Sales and Property Tax revenues and includes an annual cost increase according to the Consumer Price Index or 2%, whichever is less. Exhibit 1 shows the shares of the \$1.5 million in annual COG dues that would be assessed based on keeping the status quo of the first three assessments and then utilizing the New Assessment 50% Population/50% Revenue method for the increase versus using the 50% Population/50% Assessed Valuation method for the entire \$1.5 million.

The JPA Agreement only contemplates assessing member dues based on a 50% Population/50% Assessed Valuation formula. As such, staff is proposing to update the JPA Agreement's provision regarding assessments. The process to amend the JPA Agreement requires each member agency's governing council or board approve and execute the amendment. This process can be time consuming, but staff anticipates this being completed by April 2024, should the Board approve the amendment language in January 2024. Staff will seek concurrence from the Board on the amendment language and approval of the New Assessment 50% Population/50% Revenue formula at the January 3, 2024 Board meeting, before working with each member

*Entity: San Bernardino Council of Governments*

## Board of Directors Agenda Item

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agency to amend the JPA Agreement. The SBCOG Ad Hoc Committee is scheduled to convene on November 30, 2023 to discuss the amendment.

As discussed during the November Board of Directors' update, staff also considered using the methods of 100% Population or 100% Revenue. Feedback from the CCMTAC on the original method was that the method of calculating annual assessments based on 50% Population/50% Assessed Valuation is outdated due to the variance in assessed value subsequent to Proposition 13. Staff also received feedback from both the SBCOG Ad Hoc Committee and the CCMTAC that it is important to recognize the difference in revenue generation amongst the member agencies as well as population.

***Financial Impact:***

This item has no financial impact in itself, but will inform a forthcoming item that has the potential to have a Financial Impact.

***Reviewed By:***

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

***Responsible Staff:***

Monique Reza-Arellano, Chief of COG and Equity Programs

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Approved  
Board of Directors  
Date: December 6, 2023

Witnessed By:

## SBCOG General Assessment Dues & Potential Increase

| <u>Jurisdiction</u> | <u>Population</u><br><u>2022</u> | <u>Assessed Value</u><br><u>Fiscal Year</u><br><u>2022/2023</u> | <u>Base Sales Tax +</u><br><u>Property Tax</u><br><u>Revenues (1)</u> | <u>Original</u><br><u>Assessment (2)</u> | <u>2016</u><br><u>Assessment (3)</u> | <u>2022</u><br><u>Assessment (4)</u> | <u>Total Current</u><br><u>Assessments</u><br><u>(2)+(3)+(4)</u> | <u>New</u><br><u>Assessment</u><br><u>50% Population/</u><br><u>50% Revenue</u> | <u>Total Current</u><br><u>Assessments +</u><br><u>New Assessment (5)</u> | <u>All \$1.5M by</u><br><u>50% Population/</u><br><u>50% Assessed</u><br><u>Value (6)</u> | <u>Delta</u><br><u>(6) - (5)</u> |
|---------------------|----------------------------------|---|---|--|--------------------------------------|--------------------------------------|--|---|---|---|----------------------------------|
| Adelanto            | 36,357                           | \$3,011,709,510   | 8,290,201   | \$1,856                                  | \$5,337                              | \$8,000                              | \$15,193   | \$10,379  | \$25,572  | \$29,078  | \$3,506                          |
| Apple Valley        | 75,628                           | \$7,557,490,866   | 25,206,081  | \$4,166                                  | \$5,337                              | \$8,000                              | \$17,503   | \$23,345  | \$40,848  | \$48,675  | \$7,827                          |
| Barstow             | 25,202                           | \$1,724,738,920   | 19,590,846  | \$1,200                                  | \$5,337                              | \$8,000                              | \$14,537   | \$10,247  | \$24,784  | \$23,519  | (\$1,265)                        |
| Big Bear Lake       | 5,041                            | \$4,416,276,035   | 18,299,262  | \$1,204                                  | \$5,337                              | \$8,000                              | \$14,541   | \$5,221   | \$19,762  | \$23,548  | \$3,787                          |
| Chino               | 91,998                           | \$17,295,592,739  | 75,528,060  | \$6,985                                  | \$5,337                              | \$8,000                              | \$20,322   | \$38,292  | \$58,614  | \$72,592  | \$13,978                         |
| Chino Hills         | 77,964                           | \$14,639,278,992  | 32,696,782  | \$5,915                                  | \$5,337                              | \$8,000                              | \$19,252   | \$25,546  | \$44,798  | \$63,516  | \$18,718                         |
| Colton              | 53,617                           | \$5,016,940,896   | 31,398,593  | \$2,873                                  | \$5,337                              | \$8,000                              | \$16,210   | \$19,534  | \$35,744  | \$37,706  | \$1,962                          |
| Fontana             | 212,809                          | \$27,019,267,552  | 108,183,439   | \$13,084                                 | \$5,337                              | \$8,000                              | \$26,421   | \$73,906  | \$100,327   | \$124,326   | \$23,999                         |
| Grand Terrace       | 13,042                           | \$1,347,509,349   | 5,765,052   | \$729                                    | \$5,337                              | \$8,000                              | \$14,066   | \$4,339   | \$18,405  | \$19,520  | \$1,115                          |
| Hesperia            | 100,324                          | \$8,075,905,550   | 23,814,083  | \$5,065                                  | \$5,337                              | \$8,000                              | \$18,402   | \$28,847  | \$47,249  | \$56,301  | \$9,052                          |
| Highland            | 56,546                           | \$4,500,367,999   | 21,881,584  | \$2,843                                  | \$5,337                              | \$8,000                              | \$16,180   | \$18,124  | \$34,304  | \$37,450  | \$3,146                          |
| Loma Linda          | 25,349                           | \$2,827,789,573   | 12,255,309  | \$1,466                                  | \$5,337                              | \$8,000                              | \$14,803   | \$8,664   | \$23,467  | \$25,773  | \$2,306                          |
| Montclair           | 37,846                           | \$4,280,071,001   | 31,424,075  | \$2,203                                  | \$5,337                              | \$8,000                              | \$15,540   | \$15,830  | \$31,370  | \$32,022  | \$651                            |
| Needles             | 4,876                            | \$495,248,695   | 8,921,710   | \$270                                    | \$5,337                              | \$8,000                              | \$13,607   | \$3,114   | \$16,721  | \$15,631  | (\$1,090)                        |
| Ontario             | 179,516                          | \$36,223,657,090  | 243,176,826   | \$14,216                                 | \$5,337                              | \$8,000                              | \$27,553   | \$95,842  | \$123,395   | \$133,930   | \$10,534                         |
| Rancho Cucamonga    | 174,476                          | \$32,965,855,079  | 87,561,737  | \$13,287                                 | \$5,337                              | \$8,000                              | \$26,624   | \$60,344  | \$86,968  | \$126,045   | \$39,078                         |
| Redlands            | 72,585                           | \$12,032,086,055  | 66,216,730  | \$5,129                                  | \$5,337                              | \$8,000                              | \$18,466   | \$31,673  | \$50,139  | \$56,848  | \$6,709                          |
| Rialto              | 103,954                          | \$13,115,586,958  | 111,985,260   | \$6,372                                  | \$5,337                              | \$8,000                              | \$19,709   | \$49,142  | \$68,851  | \$67,387  | (\$1,464)                        |
| San Bernardino      | 220,840                          | \$19,097,789,522  | 129,701,848   | \$11,462                                 | \$5,337                              | \$8,000                              | \$24,799   | \$80,540  | \$105,339   | \$110,564   | \$5,224                          |
| Twentynine Palms    | 27,685                           | \$1,137,526,790   | 10,674,796  | \$1,139                                  | \$5,337                              | \$8,000                              | \$14,476   | \$8,865   | \$23,341  | \$23,002  | (\$339)                          |
| Upland              | 79,139                           | \$11,532,952,948  | 41,173,743  | \$5,217                                  | \$5,337                              | \$8,000                              | \$18,554   | \$27,692  | \$46,246  | \$57,593  | \$11,347                         |
| Victorville         | 136,561                          | \$11,444,656,207  | 65,149,801  | \$7,001                                  | \$5,337                              | \$8,000                              | \$20,338   | \$46,484  | \$66,822  | \$72,726  | \$5,904                          |
| Yucaipa             | 54,494                           | \$5,524,015,696   | 19,954,046  | \$3,020                                  | \$5,337                              | \$8,000                              | \$16,357   | \$17,217  | \$33,574  | \$38,957  | \$5,384                          |
| Yucca Valley        | 21,813                           | \$2,270,934,302   | 11,976,891  | \$1,223                                  | \$5,337                              | \$8,000                              | \$14,560   | \$7,771   | \$22,331  | \$23,712  | \$1,381                          |
| County              | 300,003                          | \$42,962,663,648  | 1,122,622,000   | \$19,598                                 | \$5,330                              | \$8,000                              | \$32,928   | \$318,100   | \$351,028   | \$179,578   | (\$171,449)                      |
|                     | <b>2,187,665</b>                 | <b>\$290,515,911,972</b>  | <b>2,333,448,755</b>  | <b>\$137,523</b>                         | <b>\$133,418</b>                     | <b>\$200,000</b>                     | <b>\$470,941</b>   | <b>\$1,029,059</b>  | <b>\$1,500,000</b>  | <b>\$1,500,000</b>  |                                  |

### NOTES:

- (1) Base sales tax (7.75%) and property tax amounts obtained from financial statements for FY 2022, except for Town of Apple Valley FY 2021 and City of Adelanto FY 2020. Additional local tax is deducted for Barstow, Montclair, Redlands, San
- (2) Original assessment based on 50% population and 50% assessed value. Amounts are adjusted every fiscal year.
- (3) In FY2015/2016, the Board of Directors approved an additional \$133,418 every fiscal year for Council of Government (COG) activities.
- (4) In FY2021/2022, the Board of Directors approved additional monetary obligations for COG activities: \$66,675 for FY22-23, \$133,350 for FY23-24, \$200,000 for FY24-25 and escalation every fiscal year thereafter of the lower of CPI factor or 2
- (5) \$1.5M total sum of current assessments plus the net amount of \$1,029,059 distributed based on 50% Population/50% Revenue.
- (6) \$1.5M allocated based on 50% Population/50% Assessed Value, the formula in the existing JPA agreement.

## ***Minute Action***

AGENDA ITEM: 35

***Date:*** December 6, 2023

***Subject:***

Update to the Climate Pollution Reduction Grants Program

***Recommendation:***

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

A. Receive a presentation on the Environmental Protection Agency's Climate Pollution Reduction Grants Program.

B. Provide staff with direction on potential San Bernardino County Transportation Authority/San Bernardino Council of Governments partnerships and grant application strategies.

***Background:***

**Climate Pollution Reduction Grants Program Information**

The Climate Pollution Reduction Grants (CPRG) Planning program is providing grants to states, local governments, tribes, and territories to develop and implement plans for reducing greenhouse gas (GHG) emissions and other harmful air pollution. Section 60114 of the Inflation Reduction Act (IRA) provides an investment of \$5 billion to support efforts by states and municipalities thereof to develop and implement strong, local GHG Reduction strategies. This two-staged grant program provides funding of \$250 million for non-competitive planning grants and \$4.6 billion for competitive implementation grants. Planning grant funds can be used to update existing climate, energy, or sustainability plans.

The Environmental Protection Agency (EPA) is committed to supporting the development of climate action plans and the expeditious implementation of investment-ready policies, programs, and projects to reduce GHG emissions in the near term. Through the CPRG program, the EPA will support the development and deployment of technologies and solutions that will reduce GHGs and harmful air pollution, as well as transition America to a clean energy economy that benefits all Americans.

On July 5, 2023, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) authorized the Executive Director, or his designee, to execute a future Restricted Grant Agreement between SBCTA and the EPA for a not-to-exceed amount of \$1 million for the development of a regional Climate Action Plan (CAP) for the Riverside-San Bernardino-Ontario Metropolitan Statistical Area (MSA). To expeditiously accommodate the new grant funding and begin work on the project with a very tight deadline for phase I, SBCTA prepared a CPRG Work Plan and schedule with the EPA to outline how the \$1 million will be expended.

The proposed project is intended to provide support to all Riverside and San Bernardino County member jurisdictions by offering a menu of options for the jurisdictions to use the previously-developed GHG Reduction Plans in each county and their inventory, reduction

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



measures, and reporting tools to implement projects and programs that reduce GHG emissions and achieve the goals of the CPRG program. The EPA has a legislative deadline of completing the phase I report, Priority Climate Action Plan (PCAP), by March 1, 2024. The San Bernardino Council of Governments (SBCOG) is leading the PCAP in partnership with the Western Riverside Council of Governments (WRCOG), Coachella Valley Association of Governments (CVAG), Mojave Desert Air Quality Management District (MDAQMD), Southern California Association of Governments (SCAG), and South Coast Air Quality Management District (SCAQMD).

### **SBCTA CPRG Timeline**

The timeline of SBCTA/SBCOG involvement thus far has been:

- On July 5, 2023, the Board Authorized the Executive Director to approve grant terms and conditions between SBCTA and the EPA for receipt of an amount not-to-exceed \$1,000,000. It was agreed that SBCTA would serve as the lead agency for the development of the PCAP, collaborating with WRCOG, CVAG, the air districts, and SCAG. CARB was taking the lead at the state level. Consultant procurement through the Contract Task Order (CTO) process was authorized. At the same meeting, the Board adopted the San Bernardino County Regional GHG Reduction Plan, which is SB 32 compliant, and certified its associated California Environmental Quality Act (CEQA) Addendum document. This document serves as the basis for the CPRG CAP development.
- July 20 – The \$1 million planning grant was awarded to SBCTA as lead for the Riverside-San Bernardino-Ontario MSA by EPA. Work is being done under the umbrella of the SBCOG.
- September 20 - EPA Notice of Funding Opportunity (NOFO) on CPRG Implementation grants issued.
- October 6 – Kickoff meeting with the consultant and participating stakeholder agencies, with frequent meetings between the staffs of the three COGs since that time.
- October 25 – Kickoff meeting with the SBCTA/SBCOG jurisdictions at the October Planning and Development Technical Forum.
- November 1 - Email update sent to the SBCOG Inland Regional Energy Network (I-REN) Executive Committee members regarding the special November 21, 2023 I-REN Executive Committee meeting to discuss this item.
- November 21 – CPRG presentation at the I-REN Executive Committee Meeting on the potential for using the current I-REN structure for the CPRG implementation grant (with WRCOG as lead) or to continue with SBCOG as lead on the implementation grant. There was no recommendation for lead agency coming out of the I-REN meeting.
- Discussion of CPRG strategy with the SBCTA/SBCOG Board was agendaized for December 6, 2023 meeting.

### **CPRG PCAP Process and Implementation Grant Application**

Following the submittal of the PCAP by March 1, the Riverside-San Bernardino-Ontario MSA will be eligible to apply for the competitive implementation grants. There is \$4.6 billion available nationally for applicants to implement GHG emissions reduction measures, policies, projects, and programs. Implementation grants are due April 1, 2024. Applications for implementation funding are competitive and the amount awarded to the Riverside-San Bernardino-Ontario MSA will depend on a variety of factors including the amount of funding requested, the GHG emissions reduction benefits to the Disadvantaged Communities (DACs), the GHG reduction benefit/cost ratio, and other factors. Given the size of the Riverside-San Bernardino-Ontario MSA, the region could be eligible for up to \$200 million in implementation assistance. Any award would occur in October 2024 with project completion by 2030.

The CPRG Implementation Program does not encourage individual municipalities to submit grant funding requests directly to the EPA. Rather, the CPRG Program allows and encourages municipalities and other agencies to serve as sub-applicants or partner with regional entities on a grant application. It is anticipated that any grant application to EPA would be structured in this manner, which ensures that money would flow from EPA to the MSA lead agency and then to individual government agencies for project implementation.

One key requirement for the Implementation Grants is that any proposed GHG emissions reduction program, policy, or project that agencies want to fund must be first identified in the PCAP to be eligible for the larger funding amounts. EPA encourages eligible applicants to seek implementation funds for GHG emissions reduction measures that will significantly reduce cumulative GHG emissions by 2030 and beyond and that will accelerate decarbonization across one or more major sectors responsible for GHG emissions. EPA will score grant applications based on multiple evaluation criteria, with an emphasis on the magnitude of near-term GHG emissions reductions that will be achieved by the proposed measures. Additionally, EPA will prioritize applications that demonstrate regional collaboration. Therefore, programs or projects that are multi-jurisdictional or implemented at a larger scale will be scored higher than programs or projects that are limited to one jurisdiction.

When considering potential GHG emissions reduction measures, it is important to also understand the current state of GHG emissions in the Riverside-San Bernardino-Ontario MSA. Reduction measures that provide the highest level of GHG emissions reduction are more likely to receive funding. Based on the most recent CAP completed for the SBCOG subregion, which is also reflective of the emission profile of the larger MSA, the primary sectors contributing to GHG emissions include:

On-Road Transportation (light- and heavy-duty vehicles) - 39%  
Building Energy (electricity and natural gas usage) - 26%

Therefore, 65% of all GHG emissions are associated with vehicles and buildings. The remaining 35% of emissions are related to stationary sources (27%), solid waste (5%), Agriculture (2%), water/wastewater (1%), and other sectors. Although the EPA is encouraging applications to

consider a variety of creative solutions to reduce GHG emissions in a variety of sectors, for our region, the reduction strategies in the top two sectors will be the most competitive ones.

### **Other Grant Requirements**

This grant program could be a way to bring in additional resources for the inland empire territory, including San Bernardino County. Applications that successfully address the specific evaluation criteria of the Grant Program would need to be consistent with the following program objectives:

- Stimulate transformation toward a decarbonized economy and demonstrate approaches that are replicable to unlock opportunities for even greater emissions reductions;
- Result in benefits to low-income and disadvantaged communities;
- Achieve GHG emission reductions that are long-lasting and certain; and
- Incorporate high labor standards, emphasize job quality, and support equitable workforce development.

There are a few other items to be considered for discussion, including how the I-REN structure could or should relate to the implementation phase of this grant. It is critical that the strategy for the implementation grant be discussed early on and for this strategy to be incorporated into the PCAP. As additional background, the EPA awards will be arranged into tiers as follows (cited from the NOFO):

*Table 1: Grants Ranges and Funding by Tier*

| <b>Tier</b> | <b>Grant Ranges</b>           | <b>Funds Targeted for Each Tier</b> | <b>Anticipated Number of Grants to be Awarded</b> |
|-------------|-------------------------------|-------------------------------------|---|
| Tier A      | \$200,000,000 – \$500,000,000 | \$2 billion                         | 4-10  |
| Tier B      | \$100,000,000 – \$199,999,999 | \$1.3 billion                       | 6-13  |
| Tier C      | \$50,000,000 – \$99,999,999   | \$0.6 billion                       | 6-12  |
| Tier D      | \$10,000,000 – \$49,999,999   | \$0.3 billion                       | 6-30  |
| Tier E      | \$2,000,000 – \$9,999,999     | \$0.1 billion                       | 10-50   |

The most appropriate category for the Riverside-San Bernardino-Ontario MSA is believed to be Tier B. The Los Angeles-Long Beach-Anaheim MSA is believed to be going for Tier A. We would be requesting the maximum grant range in Tier B as a region.

On November 21, 2023, I-REN staff presented an update to the (I-REN) Executive Committee regarding the CPRG. A substantial amount of discussion at the meeting occurred to focus on the optimum approach to the management of the implementation phase of the project. EPA wants to deal with as few entities as possible, so one of the agencies would need to serve as the channel through which the grant funding flows. The funding would be received upfront and then allocated according to the plan in the PCAP. The key paragraph in the I-REN agenda item regarding the management of the implementation grant was the following:

“It should be noted that the development of the PCAP is not an I-REN activity. It is a collaborative effort of WRCOG, CVAG, and SBCOG to work together to secure CPRG

implementation funding for the MSA, with the lead agency being SBCOG. There are at least two options on how the implementation grant funding could be structured:

1. The structure of the PCAP preparation could be maintained with an SBCOG lead to manage the finances and distribution of funding based on the strategy laid out in the PCAP. Memorandum of Understandings (MOUs) would be executed between SBCOG, WRCOG, CVAG, and other entities that are best positioned to implement the measures outlined in the PCAP.
2. I-REN could be used as the implementing structure. Currently, WRCOG is the lead agency and funds flow through WRCOG. The current Memorandum of Agreement (MOA) governing I-REN would need to be modified (with a potential need to amend the overall Program Agreement), or an alternate set of MOUs would need to be executed.”

Staff’s view is that SBCTA/SBCOG would be capable of serving as the lead for the implementation grant, but additional resources would be needed to gear up for the effort. Participant support costs are an allowable expense, and subawards to other entities are allowable. One strategic component of the PCAP will be how much flexibility should be built into the plan to allow for each COG to have a different emphasis on the funding. Staff’s view is that flexibility should be allowed, but at the same time, the GHG reduction effectiveness will be a primary determination as to which proposals are most competitive.

In either case, as the current CPRG Planning Grant lead, SBCTA/SBCOG will draft a MOA between the three COGs and seek approval from the Board before the grant is submitted to EPA. The MOA between coalition partners is a requirement under the grant guidelines.

*“The coalition members must demonstrate their commitment to the coalition and fulfill their role to ensure the success of the proposed measures through a signed Memorandum of Agreement (MOA). Such a memorandum should include, among other things, the proposed operating model and the roles and responsibilities of all coalition members.”*

As with other grants, EPA is also asking applicants to evaluate equity and environmental justice considerations, particularly as it relates to low-income and disadvantaged communities (LIDAC). Any grant application will, therefore, have to document how these communities benefit from any proposed GHG emissions reduction measures. Any GHG emissions reduction measures that specifically benefit low-income and disadvantaged communities may be more likely to receive funding.

The CPRG Program requests applicants document GHG emissions reductions for both the near-term (2025 to 2030) and long-term (2025 to 2050) for any completed implementation activities.

### **Award Funding and Incremental/Full Funding**

What is unique about the CPRG Program is that full funding will be provided after the grant award. The agency which receives the funds will then be responsible for tracking any expenditure and preparing the appropriate report. For example, if SBCOG were to apply for

funding for the Riverside-San Bernardino-Ontario MSA and then is awarded the funding, EPA would then send the funds to SBCOG, who will then be responsible for the distribution of funds to the implementing entities within the MSA. Implementing entities could include local governments, air quality management districts, or other special districts who would further develop and implement GHG-reduction projects and programs based on the set of projects/programs described in the PCAP.

Given this funding structure and the potential size of any grant award, there is a need for some administrative entity to facilitate this process. Specific tasks that could be required include but are not limited to:

- Conducting outreach with local governments or other implementing entities to make them aware of this funding source.
- Working directly with local governments to assist with project development.
- Tracking funding requests to ensure an equitable distribution of funds.
- Managing any formal or informal process, such as a Call for Projects, to facilitate the flow of funding from the MSA to local governments.
- Working with local governments to prepare appropriate reports to comply with EPA requirements.

No cost sharing/matching funds or leveraged resources are required as a condition of eligibility under the CPRG Program. Funds awarded under the CPRG Program cannot be used to meet the matching funds requirement under another federal grant program.

More information on the CPRG Program and NOFO for the implementation grants can be found below:

- CPRG Implementation Grant:  
<https://www.epa.gov/inflation-reduction-act/about-cprg-implementation-grants>
- NOFO:  
<https://www.epa.gov/system/files/documents/2023-09/CPRG%20General%20Competition%20NOFO.pdf>

### **Regional Program Options for CPRG Implementation Grants**

EPA has prepared an illustrative list of potential GHG reduction measures for which applicants may choose to seek CPRG implementation grant funding. This list is neither exhaustive nor definitive with respect to the measures that may be included in competitive applications under this NOFO. Pages 9-11 of the NOFO contain the list, which is included as Attachment 1 to this staff report. It is likely that the PCAP being prepared for the MSA will draw at least partially from this list, but other implementation strategies may also be included.

From June 2023 to October 2023, I-REN staff hosted 15 orientations throughout San Bernardino and Riverside Counties. Over 125 agency staff participated from 39 jurisdictions as well as participation from 15 other agencies. Participants learned about I-REN's various offerings to support energy projects in the region. As of now, 70 surveys have been collected from 38

agencies. I-REN staff have also met one-on-one with 16 jurisdictions, and counting, to learn about each agency's energy goals and how to provide tailored support.

Based on the survey responses, feedback during orientations, and agency meetings, zero-emission vehicle (ZEV) infrastructure and Renewable Energy + Storage are the overwhelming top interests for I-REN assistance.

Other considerations that will need to be contemplated include whether to have a common set of programs across the entire MSA or to provide each county or COG a degree of flexibility to define the programs that are best suited to their area. The optimum administrative structure cannot be known until there is more clarity on the GHG reduction measures that are recommended for inclusion in the PCAP. EPA's clear preference is that they deal with a limited number of lead agencies, which is why they are encouraging a broad collaborative effort. The lead agency will need to demonstrate financial capacity and experience with federal funding. The existence of I-REN is a significant selling-point to EPA, and the intention is to stress I-REN's capabilities and accomplishments in the grant application, regardless of which administrative structure is selected.

Utilizing survey information from 15 I-REN orientations, conversations with member agency staff, and a review of the CPRG Implementation requirements, I-REN staff have developed two example options for consideration on how CPRG implementation funds could be deployed to directly assist member agencies. These presented items were discussed during the November 21, 2023, I-REN Executive Committee meeting and represent options that could be administered within either of the two frameworks listed earlier. It is also important to note that these two strategies were identified in our own San Bernardino County Regional GHG Reduction Plan as the two sectors with the most potential for reducing GHG in the region.

**1. Clean Energy/Decarbonization/Net-Zero/ Climate Resilience Fund: Offer up to \$2M zero interest loans for Energy Efficiency/Renewable + Storage/ZEV projects, or alternatively a direct grant program (with or without match requirement) approximately \$108M.**

The Climate Resilience Fund option would serve to provide zero-interest loans structured similarly to an energy services company (ESCO) contractor that guarantees savings and performance to structure a repayment period and an amount equal to the energy dollar savings generated. Every city in both Riverside and San Bernardino counties could be allocated \$2 million or more, depending on the number of subscribed jurisdictions, to be used for the construction of energy efficient, renewable energy + battery storage, gas replacement, and electric vehicle charger installation projects at various public facilities. Alternatively, it could be structured as a grant program, with or without a match.

By integrating with the existing I-REN Public Sector Technical Assistance services, local agencies will be able to identify projects that result in significant energy and GHG savings, utilize the funds to construct the projects, and use the savings to repay the loan. As the loans are repaid, the Fund will make available additional funding to create a revolving loan structure to ensure the funds remain within the region and are able to recirculate to fund additional projects beyond 2030. The loan program also nets more quantifiable GHG reduction than grants, thus



helping to boost the score of the CPRG application. This program could also be structured as a grant program (with or without a match), and additional clarity is needed from EPA regarding the eligibility of loans.

**2. Inland Empire ZEV Infrastructure Network: Install with options to operate/maintain a network of ZEV Infrastructure approximately \$91M.**

Currently, discussions include the possibility of grants or incentive programs for both passenger vehicle and truck charging/fueling options. To meet state goals for vehicle electrification, the EV charging network will need to be much more broad-based than it is now, and the CPRG program is an opportunity to make significant progress.

This program could include the installation, operations, and maintenance of a ZEV charging network throughout Riverside and San Bernardino counties. The operate/maintain option is being included in the discussion (only for the passenger vehicle EV network) because of the acknowledged reliability shortcomings of the current network. Grant or incentive funds could be included for the support of ZE trucks, both electric and hydrogen, which would have the added benefit of reducing NOx emissions to help the region meet its air quality goals and reduce air quality impacts, particularly to disadvantaged communities. The Program would also involve the training and deployment of a local workforce to support the maintenance of the equipment and service of the devices. The Program would collect fees from the use of the charger, and funds would be reinvested to support the growth and long-term sustainability of the network both financially and physically.

Other Program suggestions from the SCAQMD Environmental Justice Advisory Group include:

- Fund incentives for small, independent owner-operators of trucks/fleets.
- Light-duty vehicle incentives and infrastructure for disadvantaged communities.
- Transportation and goods movement, including rail and hard-to-reach heavy-duty mobile sources.
- Mass transit for low-income and disadvantaged communities (ZE vehicles and infrastructure).
- Incentives for small businesses and residents in low income and disadvantaged communities to replace natural gas appliances with electric.
- Support regenerative farming and other practices to prevent agricultural lands from being converted to warehouses as well as provide carbon sequestration benefits.
- Reduce organic waste.

**Next Steps**

SBCTA/SBCOG staff would like to receive some feedback and direction on the next steps from the Board. The questions below were included in the November 21, 2023, I-REN Executive Committee agenda item (Attachment 2). The questions included the following:

- Is there interest in the I-REN Territory to pursue this funding?
  - This was an overwhelming yes. Everyone agreed that we need to position ourselves as a region to be competitive for this funding.
- Are there topics, programs or projects our members would want to prioritize?
  - The I-REN Executive Committee members generally agreed on the two main strategies for our region but wanted to discuss the specific role of the I-REN further. There is also a separate staff discussion about having an even bigger regional application on goods movement strategies separate from the main MSA application since goods movement represents a larger Southern California issue. The best-suited agency for such a proposal would be the two Air Districts in the region, the South Coast and the Mojave Desert Air Quality Management District. If this proposal moves forward, we will need to make sure that our region receives our fair share of the grant funds.
- Are there topics, programs, or projects our member agencies would want to de-emphasize or choose not to participate in?
  - Not discussed in detail.
- Are the proposed projects consistent with the I-REN mission?
  - Yes. Agreed with staff.
- How would funds be distributed to different implementing entities?
  - This was an important discussion. No objections were noted during the meeting when SBCTA/SBCOG was brought up to lead the effort. If the SBCTA/SBCOG Board is comfortable taking the lead on the grant application and also the administration of the funds, staff of the COGs will discuss this as an option to incorporate in the PCAP, and will bring back an action item for the Board to adopt with a draft SBCOG, WRCOG, and CVAG three-party MOA.
- What guidelines might be included to address geographic equity?
  - This question was determined to be answered at a later time, but should be considered for incorporation into the proposed administrative structure of the grant application.
- Should administrative oversight be maintained by a single COG or shared with some combination of other partners (CVAG, SBCOG, WROCG), and what would be the I-REN role?
  - WRCOG staff proposed that since I-REN is not an entity that can receive the grant funds and if SBCTA/SBCOG takes the lead, WRCOG, on behalf of the I-REN, can sign an agreement to implement portions of the grant program to receive what the NOFO describes as a sub-award (i.e. a sub-grant to a member of the coalition). CVAG could also be a sub-award recipient, as could SCAQMD or MDAQMD.

***Financial Impact:***

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

Board of Directors Agenda Item  
December 6, 2023  
Page 10

***Reviewed By:***

This item has not received prior policy or technical advisory committee review. However, presentations and/or communications are planned with the City/County Manager Technical Advisory Committee and the Planning and Development Technical Forum, representing the planning directors from local jurisdictions in San Bernardino County.

***Responsible Staff:***

Josh Lee, Deputy Director of Planning

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Approved  
Board of Directors  
Date: December 6, 2023

Witnessed By:

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San Bernardino Council of Governments  
San Bernardino County Transportation Authority

## Excerpt from CPRG NOFO - Example GHG Reduction Measures

state grants, tax incentives, and other funding streams to implement their GHG reduction measure(s) and why these sources are not sufficient (see Section IV.B and criterion 1.b in Section V.A).

### GHG Reduction Measure Examples

Drawing on a variety of information – including workplans submitted by CPRG planning grantees, measures highlighted in the CPRG [Request for Information](#), and input received during CPRG stakeholder listening sessions – EPA has prepared the following illustrative list of potential GHG reduction measures for which applicants may choose to seek CPRG implementation grant funding. This list is neither exhaustive nor definitive with respect to the measures that may be included in competitive applications under this NOFO. Applicants should consider the evaluation criteria in Section V.A when deciding on which measure or measures to include in their applications.

#### Transportation Sector

- Programs to increase the share of electric light-, medium-, and heavy-duty vehicles, and to expand electric vehicle charging infrastructure
- Electrification requirements for state, municipal, territorial, and tribal vehicle, transit, or equipment fleets
- Transportation pricing programs that reduce vehicle miles traveled (VMT), such as parking pricing and congestion and road pricing
- Policies to support transportation management incentive programs to reduce vehicle trips or travel and expand transit use, such as van-pool programs, ridesharing, transit fare subsidies, and bicycle facilities
- New or expanded transportation infrastructure projects to facilitate public transit, micro-mobility, car sharing, bicycle, and pedestrian modes
- Incentive programs to purchase zero-emission vehicles and equipment to replace older heavy-duty diesel vehicles and equipment
- Programs to increase efficiency and reduce GHG emissions at ports and freight terminals, such as vehicle or equipment idle reduction, vessel-speed reduction, equipment electrification, and shore power
- Update building and zoning codes to encourage walkable, bikeable, and transit-oriented development
- Encourage mode shift from private vehicles to walking, biking, and public transportation (e.g., complete streets, bike share programs, bike storage facilities, low-speed electric bicycle subsidies, public transit subsidies)

#### Electric Power Sector

- Renewable portfolio standards and/or clean electricity standards
- Energy efficiency portfolio standards
- Emission trading systems (e.g., cap-and-trade programs) and carbon pricing measures
- GHG performance standards for electric generating units
- Installation of renewable energy and energy storage systems on municipal facilities

- Programs to support smart-grid and/or behind-the-meter technologies to reduce power losses, reduce peak demand, and enable consumer participation in distributed generation
- Targeted incentives for installation of renewable energy and energy storage systems on commercial and residential buildings, such as net metering, tax credits, rebates, and streamlined interconnection standards
- Policies and measures to streamline permitting for renewable energy projects
- Development of distributed or community-scale renewable energy generation, microgrids, or vehicle-to-grid infrastructure in disadvantaged communities, including remote and rural regions

#### Buildings Sector

- Adoption and implementation of the most up-to-date building energy codes or stretch codes for new commercial and residential buildings
- Implementation of a clean heat standard
- Incentive programs for implementation of end-use energy efficiency measures in existing government-owned, commercial, and residential buildings
- Incentive programs for the purchase of certified energy-efficient appliances, heating and cooling equipment, lighting, and building products to replace inefficient products
- Programs and policies to promote electrification of government-owned, commercial, and residential buildings
- Programs and policies to accelerate the incorporation of efficient electric technologies and electric vehicle charging at new single-family, multi-unit, or affordable residential buildings and commercial buildings, including building codes related to electric vehicle charging
- Implementation of a building energy performance management program for government-owned buildings
- Implementation of a new benchmarking and building performance standards
- Programs to promote recovery and destruction of high-global warming potential (GWP) hydrofluorocarbons (HFCs) used in existing appliances, air conditioning systems, and commercial chillers

#### Industrial Sector

- Standards addressing GHG emissions from industrial facilities and from energy production sectors, including emissions from industrial process heat and industrial processes
- Programs to support or incentivize implementation of energy efficiency measures in industry, including energy audits, strategic energy management, equipment upgrades, and waste heat utilization
- Programs to support or incentivize GHG reductions in industrial energy use and industrial processes, including use of low/no carbon fuels, electrification, renewable energy, and process improvements
- Programs to develop, expand, and support markets for low-embodied carbon materials and products, such as cement and steel

### Waste, Water, and Sustainable Materials Management Sector

- Standards and incentives to reduce methane emissions from landfills and wastewater treatment facilities, including through collection for use or destruction
- Programs and incentives to reduce or divert waste (including food and/or yard waste) through improved production practices, improved collection services, and increased reuse or recycling rates
- Programs and incentives to reduce GHG emissions associated with plastics production, use, and waste management
- Programs to expand composting and bio-digestion infrastructure to reduce GHG emissions and increase beneficial use of organic waste
- Policies and programs to reduce construction and demolition waste through building reuse, deconstruction, and material diversion and reuse
- Installation of renewable energy and energy efficiency measures at wastewater treatment facilities

### Agricultural Sector

- Incentive programs to fund electric agricultural equipment technologies
- Incentives for technologies and techniques that reduce nitrous oxide emissions from fertilizer application
- Incentives to promote anaerobic digesters to capture methane and generate renewable energy or produce renewable fuel

### Carbon Removal Measures

- Policies to promote improved forest management to enhance carbon stocks on forested land
- Urban afforestation and green infrastructure programs and projects
- Restoration of degraded lands (e.g., brownfields, mine reclamation) and forested lands to enhance carbon sequestration
- Policies to enhance carbon stocks in coastal estuaries, such as wetlands and mangroves.

### **Low-Income and Disadvantaged Communities**

Applications for CPRG implementation grants will be evaluated for benefits to low-income and disadvantaged communities (see criterion 4 in Section V.A). For the purposes of this NOFO, EPA defines low-income and disadvantaged communities as any community that meets at least one of the following characteristics:

- Any census tract that is included as disadvantaged in the [Climate and Economic Justice Screening Tool](#) (CEJST)<sup>8</sup>;
- Any census block group that is at or above the 90<sup>th</sup> percentile for any of [EJScreen's](#)

<sup>8</sup> CEJST has an interactive map and uses datasets that are environmental and socioeconomic indicators of burdens. Percentiles show how much burden each Census tract experiences compared to other tracts. To qualify as a disadvantaged community in the CEJST, one of the burden indicators must be above the 90th percentile.



## Inland Regional Energy Network (I-REN)

Executive Committee Meeting

November 21, 2023

2:00 p.m.



### 1. Call to Order



## 2. Pledge of Allegiance



## 3. Roll Call



#### 4. Public Comments

Non-agenda items only; three-minute limit per person.



#### Consent Calendar (Item 5.A)

5.A Action Minutes from the August 15, 2023, Executive Committee Meeting

Requested Action:

1. Approve the Action Minutes from the August 15, 2023, Executive Committee meeting.



## 6.A Climate Pollution Reduction Grants Funding Opportunity



Casey Dailey  
WRCOG



### Background

- 2022 Inflation Reduction Act – Climate Pollution Reduction Grants (CPRG) Program created - \$5B
- The CPRG focuses on 4 goals:
  1. Implement ambitious measures that will achieve significant cumulative greenhouse gas (GHG) emissions reductions by 2030 and beyond.
  2. Pursue measures that will achieve substantial community benefits, particularly in low-income and disadvantaged communities.
  3. Complement other funding sources to maximize these GHG emissions reductions and community benefits.
  4. Pursue innovative policies and programs that are replicable and can be scaled up across multiple jurisdictions.



### Background cont'd.

- CPRG Phase 1 - Planning Grant (formula based)
  - Funding allocation to 117 entities nationally
    - States
    - 34 largest metropolitan statistical areas
      - Regional areas as defined by the Census
    - Tribes
    - U.S. Territories
- Entities which received funding are required to prepare plans to reduce GHG emissions
- Must complete the Planning Study to be eligible to submit for the Implementation Grants



### Background cont'd.

- California Grantees
  - State of California (CARB)
  - 12 MSA's
- Includes 3 Southern California MSA's
  - Los Angeles / Orange County
  - Riverside / San Bernardino / Ontario
  - Thousand Oaks / Ventura/ Oxnard



### Background cont'd.

- CPRG Phase 2 – Implementation Grant
  - Proposed GHG emissions reduction program, policy, or project(s) **must** be first identified in PCAP
  - Submissions will be scored on multiple evaluation criteria
    - Overall GHG reduction
    - Equity/benefits to disadvantaged communities
    - Ability to implement by 2030
  - Higher scores earned by established multi-jurisdictional programs or projects



### Background cont'd.

- CPRG Phase 2 – Implementation Grant (competitive)
  - Funding up to \$4.6B total
  - \$500M maximum grant amount (based on U.S Census)
  - Up to \$200M for Riverside / San Bernardino / Ontario MSA
  - EPA estimates 30 to 115 grants awarded nationwide
- PCAP submission due March 1, 2024
- CPRG Implementation application due April 1, 2024
- Award notification in October 2024
- Project completion by 2030





## Riverside/San Bernardino Approach to Planning Grant

- SBCTA volunteered to lead the planning grant and received the initial funding
- SBCTA is responsible for the preparation of the regional Priority Climate Action Plan (PCAP)
- WRCOG, SBCTA, CVAG, SCAG and AQMD are meeting weekly to discuss
  - PCAP must be submitted by March 2024



## How is the PCAP Being Done?

- SBCTA and WRCOG have prepared regional Climate Action Plans (CAP)
- Many jurisdictions have also developed their own CAP's
- CAP elements
  - Existing GHG emissions
  - Future GHG emissions
  - Measures to reduce GHG emissions
- PCAP is being developed from these adopted documents to expedite the process



## Regional GHG Emissions

- Approximately 90% of all GHG emissions are associated with vehicles and buildings.
- The remaining 10% of emissions are related to solid waste, off-road equipment, water / wastewater, and other sectors.



## I-REN Territory GHG Mitigation Measures

- Regional CAP and jurisdictional CAP's often include similar measures
- Transportation measures
  - Regional zero emissions vehicle (ZEV) initiatives
  - Telecommuting
  - Pedestrian and bicycle infrastructure improvements
- Energy Measures
  - Expansion of local renewable energy production
- Building Measures
  - Improve energy efficiency of existing non-residential buildings
  - Improve energy efficiency of existing residential buildings



## CPRG Implementation Grants

- Need for an entity to coordinate the grant implementation
  - Conducting outreach with local governments to make them aware of this funding source
  - Working directly with local governments to assist with project development
  - Tracking funding requests to ensure an equitable distribution of funds
  - Managing any formal or informal process, such as a Call for Projects, to facilitate the flow of funding from the MSA to local governments
  - Working with local governments to prepare appropriate reports to comply with EPA requirements
  - Consolidating these reports for the MSA recipient



## Regional Options for Consideration

- June - October 2023: I-REN staff hosted 15 orientations throughout San Bernardino and Riverside Counties.
- Over 125 agency staff participated from 39 jurisdictions plus participation from 15 other agencies.
- 70+ surveys have been collected from 38 agencies.
- I-REN staff met one-on-one with 16 jurisdictions
- Zero-Emission Vehicle (ZEV) infrastructure and Renewable Energy + Storage top interests for I-REN assistance.



## Regional Options for Consideration

- I-REN developed two example options for consideration for how CPRG Implementation funds could be deployed to directly assist member agencies.
- Benefit from existing programs and services offered as part of the I-REN Public Sector, Codes & Standards, and Workforce Education & Training Programs.



## Clean Energy / Decarbonization / Climate Resilience Revolving Fund:

- Offer up to \$2,000,000 zero-interest loans (grants?) for Energy Efficiency / Renewable + Storage / ZEV projects for Public agencies
- Projects could include:
  - Energy Efficiency Upgrades
  - Heat Pump Water Heater Installation
  - Heat Pump HVAC Installation
  - ZEV Charging Port Installation
  - Solar PV + Battery Storage Installation
- Approximately \$120,000,000



### Inland Empire Zero Emission Vehicle (ZEV) Infrastructure Network:

- Installation (operations and maintenance?) of a Zero Emission Vehicle (ZEV) charging network throughout Riverside and San Bernardino Counties.
- Grant or incentive funds could be included for the support of ZEV trucks, both electric and hydrogen, which would have the added benefit of reducing NOx emissions to help the region meet its air quality goals and reduce air quality impacts particularly to disadvantaged communities.
- Training and deployment of a local workforce to support the maintenance of the equipment and to service the devices, could also be included as part of this Program
- Fees from use of the chargers could be reinvested to support the growth and long-term sustainability of the Program
- Approximately \$80,000,000



### Other Considerations

- Mindful of overlap with existing State policies/programs
  - State is preparing its own application
  - EPA will not fund duplicate activities
  - Measure will have to be defined in a way to distinguish from what the State might do
- Some measures lend themselves better to implementation at the local level
- Goods movement strategies are likely to be most effective at a regional or Statewide level



## Process

- Extensive list of previously proposed measures
- WRCOG, SBCTA, and CVAG will have to coordinate with their members to confirm these measures/obtain new measures
- These proposals will have to be evaluated from two perspectives
  - Effectiveness
  - Equity benefits
- This work must be completed quickly to get information into the PCAP
- TAC and PWC provide a ready method to vet potential proposals for WRCOG



## Questions to Consider

- Is there interest within the I-REN region to pursue this funding?
- Are there topics, programs, or projects our members would want to prioritize?
- Are there topics, programs, or projects our member agencies would want to de-emphasize or choose to not participate in?
- How funds would be distributed to different jurisdictions?
- Who should have administrative oversight of CPRG Implementation (should awards be funded)?





## Next Steps

- Staff is seeking feedback from the I-REN Executive Committee on whether to recommend to its respective member agencies that I-REN assume a role in the implementation of the CPRG Implementation Grant, or whether to defer a recommendation until more structure is developed for the PCAP.
- Regardless of what is determined for the end use of these funds, a decision needs to be made sooner than later to allow for the work being done in the PCAP to include the proposed activities for the Implementation Grants.



## 6.A Climate Pollution Reduction Grants Funding Opportunity

### Requested Action:

1. Receive and file.



## 7. Report from the Executive Committee Chair



## 8. Items for Future Agendas

## 19. General Announcements

## 10. Next meeting

The next I-REN Executive Committee meeting is scheduled for:

Tuesday, January 16, 2024

2:00 p.m.

WRCOG Office

3390 University Avenue, Suite 200, Riverside.



## 11. Adjournment



## Inland Empire Climate Pollution Reduction Grant Program

12/06/2023



Josh Lee, SBCTA  
Deputy Director of Planning

Rich Walter, ICF  
Vice President, Environmental Planning



### San Bernardino County Regional GHG Reduction Plan History

#### San Bernardino County Regional GHG Reduction Plan (2014)

- Covered 20 cities and the unincorporated County
- Included GHG inventories, forecasts, 2020 reduction targets and GHG reduction measures by jurisdiction
- CEQA Environmental Impact Report, allows CEQA tiering
- Some cities use regional plan to adopt local climate action plans (CAPs)

#### San Bernardino County Regional GHG Reduction Plan Update (2022)

- Covered all 24 cities and the unincorporated County
- Included GHG inventories, forecasts, 2030 reduction targets and GHG reduction measures by jurisdiction
- CEQA Addendum to 2014 EIR, allows CEQA tiering
- Some cities using regional plan to adopt/update their CAPs
- [SBCTA/SBCOG Board Adopted the Plan and its associated CEQA document July 2023](#)



## Climate Pollution Reduction Grant (CPRG) Program Overview

The United States Environmental Protection Agency (EPA) launched two grant programs aimed at encouraging states, air agencies, municipalities, and Tribes to [work together to create comprehensive pathways for reducing pollution](#):

- [Non-competitive planning grants](#) to develop climate pollution reduction strategies (\$250M)
- [Competitive implementation grants](#) to put the plan into action (\$4.3B)



# CLIMATE POLLUTION REDUCTION GRANTS

U.S. Environmental Protection Agency

## Objectives

**1** Create comprehensive pathways for reducing pollution and greenhouse gas (GHG) emissions and [ensuring that investments maximize benefits](#), especially for low income and disadvantaged communities (LIDACs)



**2** Provide [flexible planning resources](#) to assess and prepare to deploy resources provided by congressional acts, and to develop new state and local laws and policies to maximize emission reduction.

**3** Drive [transformative and scalable decarbonization efforts](#) in key sectors by enacting innovative policies and programs that can scale across jurisdictions.



## CPRG Planning Grant to Inland Empire (SBCOG, WRCOG, CVAG)

### SBCTA/SBCOG: Lead Agency

The CPRG program provides funding to design climate action plans that incorporate a variety of measures to reduce GHG emissions from across six key sectors:

- Electricity generation
- Industry
- Transportation
- Buildings
- Agriculture/natural and working lands
- Waste Management



## Planning Deliverables:

[Team will leverage existing 2022 Regional Plan Update](#)

### Priority Climate Action Plan (PCAP)

[Due March 1, 2024](#)

A narrative report that includes a focused list of near-term, high-priority, implementation-ready measures to reduce GHG pollution and an analysis of GHG emissions reductions that would be achieved through implementation.

### Comprehensive Climate Action Plan (CCAP)

[Due Summer/Fall 2025](#)

A narrative report that touches on all significant GHG sources/sinks and sectors present in the metropolitan area, establish near and long-term GHG emission reduction goals, and provide strategies and identify measures to achieve those goals.

### Status Report

[Due at the end of the 4-year planning grant period](#)

A report that includes the implementation status of the quantified GHG reduction measures included in the CCAP; relevant updated analyses or projections supporting CCAP implementation; and next steps and future budgeting/staff needs to continue CCAP implementation.



## CPRG Implementation Grant Overview

### Key Facts:

- The EPA anticipates awarding approx. 30-115 grants between \$2-500M (Total \$4.6B)
- PCAP submission due March 1, 2024
- CPRG Implementation application due April 1, 2024
- Award notification in October 2024

| Tier   | Grant Ranges (million) | Funds Targeted for Each Tier (billion) | Anticipated Number of Grants to be Awarded |
|--------|------------------------|--|--|
| Tier A | \$200 - \$500          | \$2                                    | 4-10                                       |
| Tier B | \$100 - <\$200         | \$1.3                                  | 6-13                                       |
| Tier C | \$50 - <\$100          | \$0.6                                  | 6-12                                       |
| Tier D | \$10 - <\$50           | \$0.3                                  | 6-30                                       |
| Tier E | \$2 - <\$10            | \$0.1                                  | 10-50                                      |
| Total  |                        | \$4.3 billion                          | 30-115                                     |

- Lead agency = can submit only one application, but can be in a coalition for another
- Proposed reduction programs/projects must be first identified in the PCAP
- Higher scores earned by established multi-jurisdictional programs or projects
- Three Main Strategies with Most Potential for Reduction
  - Light Duty Zero Emission Vehicle (ZEV) Infrastructure
  - Building Decarbonization
  - Goods Movement



## Sample Regional Priority Implementation Programs

Three COGs (SBCOG, WRCOG, CVAG) have been meeting to discuss the potential to regionally collaborate on 2 to 3 PCAP measures for CPRG Implementation Grants application.

### • Light Duty Zero Emission Vehicle (ZEV) Infrastructure (Hydrogen & Electric)

- ✓ Installation (Operations/Maintenance) of ZEV charging network by a public/private sub-contractor
- ✓ Could include ZEV truck charging facilities
- ✓ Training of a local workforce for operation and maintenance



### • Building Decarbonization Revolving Loan Funds for Public Sector (Sub-contract to WRCOG on behalf of I-REN)

- ✓ Offer zero-interest loans (grants?) for Energy Efficiency/Storage projects for Public agencies
- ✓ Projects could include:
  - ✓ Energy Efficiency Upgrades, Heat Pump Water Heater Installation, Heat Pump HVAC Installation, ZEV Charging Port Installation, Solar PV + Battery Storage Installation



### • Goods Movement

- ✓ Development of Hydrogen Hubs
- ✓ Truck Incentive Programs



## Next Steps

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- Staff is seeking feedback from the Board on whether SBCTA/SBCOG should be the lead agency on the CPRG Implementation Grant.
- If yes, **and if the other COGs concur**, staff will bring back:
  1. An item with a draft three-party Memorandum of Agreement (MOA) between SBCTA/SBCOG, WRCOG, and CVAG.
  2. Draft Program/Project List to include in the PCAP and the grant application.
  3. If a regional application with goods movement strategies is contemplated, SBCTA/SBCOG will be a partner in the application and bring back a draft MOA from the lead agency that clearly defines a benefit for the Inland Empire Region.





# **ADDITIONAL INFORMATION**

# BOARD OF DIRECTORS ATTENDANCE RECORD – 2023

| Name  | Jan | Feb | March | April | May | June | July | Aug<br>DARK | Sept | Oct | Nov | Nov. 30<br>Workshop | Dec |
|---|-----|-----|-------|-------|-----|------|------|-------------|------|-----|-----|---------------------|-----|
| <b>Paul Cook</b><br>Board of Supervisors        | X   | X   |       | X     | X   | X    | X    |             | X    | X   |     | X                   |     |
| <b>Jesse Armendarez</b><br>Board of Supervisors | X   | X   | X     | X     |     |      | X    |             | X    |     |     | X                   |     |
| <b>Dawn Rowe</b><br>Board of Supervisors        | X   | X   |       | X     | X   |      | X    |             | X    | X   |     | X                   |     |
| <b>Curt Hagman</b><br>Board of Supervisors      | X   | X   | X     | X     | X   | X    | X    |             | X    | X   | X   | X                   |     |
| <b>Joe Baca, Jr.</b><br>Board of Supervisors    | X   | X   | X     | X     | X   | X    | X    |             | X    | X   | X   | X                   |     |
| <b>Daniel Ramos</b><br>City of Adelanto         | X   | X   | X     | X     | X   | X    | X    |             | X    | X   | X   | X                   |     |
| <b>Art Bishop</b><br>Town of Apple Valley       | X   | X   | X     | X     | X   | X    | X    |             | X    | X   | X   |                     |     |
| <b>Paul Courtney</b><br>City of Barstow         | X   | X   |       | X     | X   | X    | *    |             | *    |     |     |                     |     |
| <b>Carmen Hernandez</b><br>City of Barstow      |     |     |       |       |     |      |      |             |      | X   | X   | X                   |     |
| <b>Rick Herrick</b><br>City of Big Bear Lake    | X   |     |       | X     | X   | *    | X    |             | X    | *   | X   | X                   |     |
| <b>Eunice Ulloa</b><br>City of Chino            | X   |     |       | X     | X   | X    | X    |             | X    | X   | X   |                     |     |
| <b>Ray Marquez</b><br>City of Chino Hills       | X   | X   | X     | X     | X   | X    | X    |             | X    | X   | X   | X                   |     |
| <b>Frank Navarro</b><br>City of Colton          |     | X   | X     | X     | X   | X    | X    |             | X    | X   | X   | X                   |     |
| <b>Acquanetta Warren</b><br>City of Fontana     | X   | X   | X     | X     | X   |      | X    |             | X    | X   | X   | X                   |     |
| <b>Sylvia Robles</b><br>City of Grand Terrace   | X   | X   | X     | X     | X   | X    | X    |             | X    | X   | X   | X                   |     |
| <b>Rebekah Swanson</b><br>City of Hesperia      | X   | X   | X     | X     | X   | *    | *    |             | X    | X   | X   |                     |     |

Communication: Attendance (Additional Information)

X = member attended meeting. \* = alternate member attended meeting. Empty box = did not attend meeting. Crossed out box = not a Board Member at the time. Shaded box=no meeting

# BOARD OF DIRECTORS ATTENDANCE RECORD – 2023

| Name   | Jan | Feb              | March | April | May | June                | July               | Aug<br>DARK | Sept          | Oct | Nov                | Nov. 30<br>Workshop | Dec |
|--|-----|------------------|-------|-------|-----|---------------------|--------------------|-------------|---------------|-----|--------------------|---------------------|-----|
| <b>Larry McCallon</b><br>City of Highland            | X   | X                | X     | X     |     | *                   | *                  |             | X             | X   | X                  | X<br>*              |     |
| <b>Rhodes ‘Dusty’ Rigsby</b><br>City of Loma Linda   | X   | X                | X     |       | *   | *                   | *                  |             | *             |     |                    |                     |     |
| <b>Bhavin Jindal</b><br>City of Loma Linda           |     |                  |       |       |     |                     |                    |             |               | X   | X                  | X                   |     |
| <b>John Dutrey</b><br>City of Montclair              | X   | X                | X     | X     | X   | X                   | X                  |             | X             | X   | X                  |                     |     |
| <b>Janet Jernigan</b><br>City of Needles             |     |                  | X     | X     |     | X                   | X                  |             | X             | X   | X                  | X                   |     |
| <b>Alan Wapner</b><br>City of Ontario                | X   | X                | X     | X     |     |                     | X                  |             |               | X   |                    | X                   |     |
| <b>L. Dennis Michael</b><br>City of Rancho Cucamonga | X   | X                | *     | X     | *   | X                   | X                  |             | X             | X   | X                  | X                   |     |
| <b>Paul Barich</b><br>City of Redlands               |     | X                |       | X     | *   | *                   | *                  |             |               | X   |                    | X                   |     |
| <b>Deborah Robertson</b><br>City of Rialto           | X   | X                | X     | X     |     | X                   |                    |             | X             |     | X                  | X                   |     |
| <b>Helen Tran</b><br>City of San Bernardino          | X   | X                | X     | X     | X   | X                   | X                  |             | X             | *   | X                  | X                   |     |
| <b>Joel Klink</b><br>City of Twentynine Palms        | X   | X                |       | X     | X   | X                   | X                  |             | X             | X   | X                  |                     |     |
| <b>Rudy Zuniga</b><br>City of Upland                 |     | X                | X     | X     | X   | X                   | X                  |             | *             | X   | X                  |                     |     |
| <b>Debra Jones</b><br>City of Victorville            | X   |                  |       | X     | X   | X                   | X                  |             | X             | X   | X                  | X                   |     |
| <b>Bobby Duncan</b><br>City of Yucaipa               | X   | X                | X     | X     | X   | X                   |                    |             | X             | X   |                    |                     |     |
| <b>Rick Denison</b><br>Town of Yucca Valley          | X   | X                | X     | X     |     |                     | X                  |             | X             | X   | X                  | X                   |     |
| <b>Rebecca Guirado</b><br>Interim Ex-Official Member | X   | Bassem<br>Barsom |       |       |     |                     |                    |             |               |     |                    |                     |     |
| <b>Catalino Pining</b><br>Ex-Official Member         |     |                  | X     | X     | X   | Thomas<br>Ainsworth | Rebecca<br>Guirado |             | Jim<br>Rogers | X   | Kurt<br>Heidelberg |                     |     |

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 <sup>st</sup> 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   |

# AGENCY REPORTS





REPORT: Mobile Source Air Pollution Reduction Review Committee

FROM: Larry McCallon, SBCTA Representative to the MSRC

SYNOPSIS: The Mobile Source Air Pollution Reduction Review Committee held a hybrid meeting on Thursday, October 19, 2023. The following is a summary of the meeting.

#### Exercise Option Clause of Technical Advisor's Contract

Following an open RFP process in 2021 to solicit Technical Advisor services to assist in the planning and implementation of the MSRC's Work Program, the MSRC selected Raymond Gorski. The contract was for \$385,700 for an initial two-year period and included an option clause for a two-year term extension. The option clause provided for a not-to-exceed contract amount of \$385,700. The MSRC evaluated Mr. Gorski's performance and approved exercising the option, extending the contract term to December 31, 2025 and increasing the contract value by \$385,700. Funding specifics for the option period are to be as follows:

- a. \$24,106 of the contract value increase to be allocated to the MSRC's FY 2023-24 Administrative Budget; and
- b. The remainder of the contract value increase (\$361,594) to be divided between the FYs 2021-24 (\$90,398) and subsequent Work Program(s) (\$271,195).

#### Advanced Technology Demonstration and Pilot Projects

CARB has released a solicitation seeking qualified bidders to implement and administer advanced technology projects in a variety of categories. South Coast AQMD and its project partners, which include San Joaquin Valley Air Pollution Control District, Sacramento Metropolitan Air Quality Management District, San Diego County Air Pollution Control District, the Cities of Riverside, Los Angeles, Sacramento, and Clovis, as well as participating drayage fleets, are preparing proposals to deploy battery electric trucks, shuttle buses, fire trucks, construction equipment and supporting infrastructure in response to the Port/Drayage Vehicles and Municipal Green Zone categories of this solicitation. The project will demonstrate large-scale deployment, promote workforce training and development, engage communities through substantial outreach, and include data collection and analysis. The MSRC considered this partnership opportunity and approved an allocation of up to \$3,000,000 to augment the partners' contributions as an element of the FYs 2021-24 Work Program. If CARB does not select these proposals, the allocation would revert to the unallocated AB 2766 Discretionary Fund balance.

### **Contract Modification Requests**

The MSRC considered four contract modification requests and took the following actions:

1. City of Long Beach, Contract #ML18055 to install 50 Level II EV charging stations, approval of increased scope from 50 to 74 charging stations and a two-year no-cost term extension;
2. City of Torrance, Contract #ML18069 to purchase 4 heavy-duty near-zero emission vehicles and install EV charging infrastructure, approval of increased scope from six to 19 charging stations and 17-month no-cost term extension;
3. City of Los Angeles, Contract #ML18145 to purchase 11 heavy-duty zero emission vehicles and provide 100 ZEV taxi rebates, approval of 9-month term extension; and
4. City of Eastvale, Contract #MS18064 to purchase 2 light-duty and 1 medium-duty zero-emission vehicles and install EV charging infrastructure, approval of a 1-year term extension.

### **Contracts Administrator's Report**

The MSRC AB 2766 Contracts Administrator's report provides a written status report on all open contracts from FY 2011-12 to the present. 8

# COMMITTEE MEMBERSHIP

**San Bernardino County Transportation Authority (SBCTA)**  
**Representatives on SCAG Committees**

| APPOINTING/ELECTING AUTHORITY   | REGIONAL COUNCIL<br>(12:15 p.m.)  | POLICY COMMITTEES<br>(Regional Council Members Serve on One Each)<br>(Subregional Appointments)<br>(County Commissions Appoint One to TC)<br>(10:00 a.m.) |  |   |
|---|---|---|--|---|
|   |   | Community, Economic,<br>and<br>Human Development  | Energy<br>and<br>Environment                   | Transportation  |
| District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa)<br>District 7 (San Bernardino, Highland)<br>District 8 (Rialto, Fontana)<br>District 9 (Rancho Cucamonga, Upland, Montclair)<br>District 10 (Chino, Chino Hills, Ontario)<br>District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley)<br>District 65 (Adelanto, Apple Valley, Hesperia, Victorville)<br>San Bernardino County<br>† Community of Concern Appointee | F. Navarro<br>D. Alexander<br>D. Robertson<br>L. Michael<br>R. Marquez<br>R. Denison<br>L. Becerra<br>C. Hagman<br>G. Reyes | G. Reyes  | D. Alexander<br>D. Robertson<br><br>R. Denison | F. Navarro<br><br>L. Michael<br>R. Marquez<br><br>L. Becerra<br>C. Hagman |
| †† San Bernardino County Transportation Authority Appointee   | A. Wapner   |   |  | A. Wapner   |
| SBCTA Subregional Appointees*<br>*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<br>Sylvia Rodriguez-Robles<br>Helen Tran  | Cynthia Moran<br>Daniel Ramos<br>Art Bishop    | 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 1<sup>st</sup> 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<br>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<br>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<br>Deborah Robertson, Rialto<br>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<br>12/31/24<br>12/31/24 |
| Metro Gold Line Foothill Extension Construction Authority          | Alan Wapner, Ontario, Primary<br>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<br>12/31/24             |
| Mobile Source Air Pollution Reduction Review Committee             | Larry McCallon, Highland, Primary<br>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<br>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 4<sup>th</sup> 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<br>Larry McCallon, Highland, Primary<br>Ray Marquez, Chino Hills, Alternate<br>John Dutrey, Montclair, Alternate | Board of Directors<br>(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  |
|---|---|--|--|
| <b>General Policy Committee</b><br>Membership consists of the following:<br>SBCTA President, Vice President, and Immediate Past President<br>4 East Valley (3 City, 1 County)*<br>4 West Valley (3 City, 1 County)<br>4 Mt/Desert (3 City, 1 County)<br>City members shall be SBCTA Board Members elected by caucus of city SBCTA Board Members within the subarea.<br>Policy Committee and Board Study Session Chairs are members of this policy committee.<br>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.<br>The SBCTA Vice President shall serve as Chair of the General Policy Committee.<br><br><b>*Note: An exception to Policy 10002 was approved by the Board of Directors on July 5, 2023 to temporarily revise the composition of East Valley to 2 City, 2 County</b> | Makes recommendations to Board of Directors and:<br>(1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity;<br>(2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization;<br>(3) Serves as policy review committee for any program area that lacks active policy committee oversight.<br><br>The General Policy Committee is authorized to approve Contracts in excess of \$100,000, Contract Task Orders in excess of \$500,000, and amendments exceeding the Executive Director's authority in the event of significant time constraints, extenuating circumstances, or emergencies when approval is required, with notification to the Board. Notification shall be made at the next regularly scheduled meeting of the Board following such approval.<br><br>(Brown Act) | <u>West Valley</u><br>Ray Marquez, Chino Hills (Chair/Vice President) 6/30/2024<br>Acquanetta Warren, Fontana 6/30/2024<br>Alan Wapner, Ontario 6/30/2024<br>Curt Hagman, Supervisor 6/30/2024<br><br><u>East Valley</u><br>Frank Navarro, Colton 6/30/2024<br>Larry McCallon, Highland 6/30/2024<br>Dawn Rowe, Supervisor (Vice Chair/President) 6/30/2024<br>Joe Baca, Jr., Supervisor (MVSS Chair) 6/30/2024<br><br><u>Mountain/Desert</u><br>Art Bishop, Apple Valley (Past President) 6/30/2024<br>Debra Jones, Victorville 6/30/2024<br>Rick Denison, Yucca Valley (TC Chair) 6/30/2024<br>Paul Cook, Supervisor (MDC Chair) 6/30/2024<br><br>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. |  |
| <b>Transit Committee</b><br>Membership consists of 12 SBCTA Board Members:<br>10 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members, and 2 Mountain/Desert Board Members.<br>SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SBCTA Board.<br>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.<br><br>* SCRRA Primary Member<br>** SCRRA Alternate Member<br><br>(Brown Act)   | Rick Denison, Yucca Valley (Chair)<br>John Dutrey, Montclair** (Vice Chair)<br>Eunice Ulloa, Chino<br>Ray Marquez, Chino Hills**<br>Frank Navarro, Colton<br>Acquanetta Warren, Fontana<br>Sylvia Rodriguez-Robles, Grand Terrace<br>Larry McCallon, Highland*<br>Alan Wapner, Ontario*<br>L. Dennis Michael, Rancho Cucamonga<br>Dawn Rowe, Supervisor<br>Joe Baca, Jr., Supervisor   | 12/31/2024 (6/30/2024)<br>Indeterminate (6/30/2024)<br>12/31/2024<br>Indeterminate<br>12/31/2023<br>12/31/2023<br>12/31/2024<br>Indeterminate<br>Indeterminate<br>12/31/2023<br>12/31/2024<br>12/31/2024 |

Communication: Committee Membership (Committee Membership)

## San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

| COMMITTEE   | PURPOSE  | MEMBERSHIP  | TERMS   |
|---|--|---|---|
| <b>Mountain/Desert Committee</b><br>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.<br><br>The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan.<br><br>(Brown Act)  | Paul Cook, Supervisor (Chair)<br>Debra Jones, Victorville (Vice Chair)<br>Daniel Ramos, Adelanto<br>Art Bishop, Apple Valley<br>Carmen Hernandez, Barstow<br>Rick Herrick, Big Bear Lake<br>Rebekah Swanson, Hesperia<br>Janet Jernigan, Needles<br>Joel Klink, Twentynine Palms<br>Rick Denison, Yucca Valley<br>Dawn Rowe, Supervisor | Indeterminate (6/30/20<br>Indeterminate (6/30/20<br>Indeterminate<br>Indeterminate<br>Indeterminate<br>Indeterminate<br>Indeterminate<br>Indeterminate<br>Indeterminate<br>Indeterminate<br>Indeterminate |
| <b>Legislative Policy Committee</b><br>Membership consists of the following:<br>President, Vice-President, Immediate Past President and four Board members appointed by the Board President.<br>- 1 East Valley member<br>- 1 West Valley member<br>- 1 Mountain/Desert member<br>- 1 County member<br><br>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.<br><br>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.<br><br>(Brown Act) | Dawn Rowe, Supervisor (President)<br>Ray Marquez, Chino Hills (Vice President)<br>Art Bishop, Apple Valley (Past President)<br>Larry McCallon, Highland<br>Alan Wapner, Ontario<br>Rick Denison, Yucca Valley<br>Paul Cook, Supervisor  | Indeterminate<br>Indeterminate<br>Indeterminate<br>12/31/2024<br>12/31/2024<br>12/31/2024<br>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<br>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.<br><br>(Brown Act) | Board of Directors<br>Joe Baca Jr., Supervisor (Chair)<br>Eunic Ulloa, Chino (Vice Chair) | 6/30/2024<br>6/30/2024 |

**I-10 and I-15 Corridor Joint Sub-Committee**

| Joint Sub-Committee   | PURPOSE  | MEMBERSHIP  | TERMS  |
|---|--|---|--|
| <b>I-10 and I-15 Corridor Joint Sub-Committee of the Board of Directors Metro Valley Study Session and the Mountain/Desert Policy Committee</b><br>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.<br><br>(Brown Act) | Alan Wapner, Ontario (Chair)<br>Art Bishop, Town of Apple Valley (Vice Chair)<br>Joe Baca Jr., Supervisor<br>Paul Cook, Supervisor<br>Larry McCallon, Highland<br>L. Dennis Michael, Rancho Cucamonga<br>Frank Navarro, Colton<br>Deborah Robertson, Rialto<br>Acquanetta Warren, Fontana | 12/31/2024<br>12/31/2024<br>12/31/2024<br>12/31/2024<br>12/31/2024<br>12/31/2024<br>12/31/2024<br>12/31/2024<br>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)<br><br>Membership consists of 11 members appointed by the SBCTA Executive Director.<br>5 representing Public Transit Providers<br>1 representing County Dept. of Public Works<br>2 representing the Consolidated Transportation Services Agency - Omnitrans and VVTA also represent CTSA for the Valley and High Desert respectively.<br>5 At Large Members representing Social Service Providers | Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC’s statutory responsibilities;<br>(1) Review and make recommendations on annual Unmet Transit Needs hearing findings<br>(2) Score and make recommendations for Federal Transit Administration Section 5310 Capital Grant Program applications<br>(3) Assist SBCTA in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan<br>(4) Review call for projects for Federal Transit Administration Section 5310 grant applications<br>(5) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit<br>(6) Monitor and disseminate information in reference to State level law and recommendations as they relate to transit and specialized transit<br>(7) Receive annual reports on funded specialized programs funded through FTA Section 5310 and Measure I<br>(8) Identify regional or county level areas of unmet needs<br>(9) Address special grant or funding opportunities<br>(10) Address any special issues of PASTACC voting and non-voting members<br><br>(Brown Act) | Standing Membership –<br>Morongo Basin Transit Authority<br>Mountain Transit<br>City of Needles Transit Services<br>Omnitrans<br>Victor Valley Transit Authority<br>County of San Bernardino Dept. of Public Works<br><br>At Large Membership –<br>San Bernardino Dept. of Aging and Adult Services<br>Foothill Aids<br>Anthesis<br>Reach Out Morongo Basin<br>Loma Linda University Health | On-going<br>On-going<br>On-going<br>On-going<br>On-going<br>On-going<br><br>5/31/2024<br>9/30/2026<br>9/30/2026<br>6/30/2025<br>5/31/2024 |

**Meeting Dates and Time:** Bi monthly, beginning in January, 2<sup>nd</sup> 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)<br/>Gerry Newcombe (B)<br/>Vacant (C)<br/>Vacant (D)<br/>Patrick Morris (E)<br/>Dawn Rowe, Ex-Officio<br/>Ray Wolfe, Ex-Officio</p> | <p>10/31/2024<br/>12/31/2024<br/><br/><br/>03/01/2025</p> |

### SBCTA Ad Hoc Committees

| COMMITTEE   | PURPOSE  | MEMBERSHIP  |
|---|--|---|
| <p><b>Council of Governments Ad Hoc Committee</b></p> <p>On July 5, 2023, the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President.</p> | <p>To provide guidance on the SBCOG Budget and funding options. This ad hoc has a term ending June 30, 2024.</p> | <p>Acquanetta Warren, Fontana<br/>John Dutrey, Montclair<br/>Alan Wapner, Ontario<br/>L. Dennis Michael, Rancho Cucamonga<br/>Helen Tran, San Bernardino<br/>Jesse Armendarez, Supervisor<br/>Curt Hagman, Supervisor</p> |

Communication: Committee Membership (Committee Membership)

|  |  |   |
|--|--|---|
| <b>Housing Trust Ad Hoc Committee</b><br>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<br>Deborah Robertson, Rialto<br>Alan Wapner, Ontario<br>L. Dennis Michael, Rancho Cucamonga<br>Debra Jones, Victorville<br>Rick Denison, Yucca Valley<br>Curt Hagman, Supervisor                      |
| <b>Transportation Investment Plan Ad Hoc Committee</b><br>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<br>Sylvia Rodriguez-Robles, Grand Terrace<br>Larry McCallon, Highland<br>Alan Wapner, Ontario<br>L. Dennis Michael, Rancho Cucamonga<br>Joel Klink, Twentynine Palms<br>Debra Jones, Victorville |

### SBCTA Technical Advisory Committees

| COMMITTEE   | PURPOSE   | MEETING SCHEDULE   |
|---|---|--|
| <b>Transportation Technical Advisory Committee (TTAC)</b><br>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.<br><br>The TTAC is not a Brown Act committee.  | Generally meets on the first Monday of each month at 1:30 PM, at SBCTA.                        |
| <b>City/County Manager's Technical Advisory Committee (CCM TAC)</b><br>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.<br><br>The CCM TAC is a Brown Act Committee. | Meets on the first Thursday of each month at 10:00 AM, at SBCTA.                               |
| <b>Planning and Development Technical Forum (PDTF)</b><br>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.<br><br>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). |

|                                  |  |                      |
|----------------------------------|--|----------------------|
| <b>Project Development Teams</b> | <p>Project Development Teams (PDTs) are assembled for all major project development activities by SBCTA staff.</p> <p>Teams are generally composed of technical representatives from SBCTA, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project.</p> <p>PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions.</p> <p>PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development.</p> <p>The PDTs are not Brown Act Committees.</p> | Varies with the PDT. |
|----------------------------------|--|----------------------|





## 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