

AGENDA
General Policy Committee Meeting
May 8, 2024
9:00 AM

Location

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

General Policy Committee Membership

Chair – Vice President

Ray Marquez, Council Member
City of Chino Hills

President

Dawn Rowe, Supervisor
County of San Bernardino

Past President

Art Bishop, Mayor Pro Tem
Town of Apple Valley

West Valley Representatives

Acquanetta Warren, Mayor
City of Fontana

Alan Wapner, Council Member
City of Ontario

Curt Hagman, Supervisor
County of San Bernardino

Mt./Desert Representatives

Debra Jones, Council Member
City of Victorville

Rick Denison, Council Member
Town of Yucca Valley

Paul Cook, Supervisor
County of San Bernardino

East Valley Representatives

Frank Navarro, Mayor
City of Colton

Larry McCallon, Mayor Pro Tem
City of Highland

Joe Baca, Jr., Supervisor
County of San Bernardino

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

AGENDA

General Policy Committee Meeting

May 8, 2024

9:00 AM

Location

SBCTA

First Floor Lobby Board Room

1170 W. 3rd Street, San Bernardino, CA 92410

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

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

CALL TO ORDER

(Meeting Chaired by Ray Marquez)

- i. Pledge of Allegiance
- ii. Attendance
- iii. Announcements
- iv. Agenda Notices/Modifications - Mayra Alfaro

Public Comment

Brief Comments from the General Public

Note: Public Comment on items listed on this agenda will be allowed only during this committee meeting. No public comment will be allowed on committee items placed on the Consent Agenda at the Board of Directors meeting. If an item has substantially changed after consideration during the committee meeting, the item will be placed on Discussion for Board and public comment will be allowed.

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. 11

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.

Administrative Matters

2. Measure I Revenue

Pg. 13

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

Presenter: Hilda Flores

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

3. Budget to Actual Report for Third Quarter Ending March 31, 2024

Pg. 15

Receive and file Budget to Actual Report for the third quarter ending March 31, 2024.

Presenter: Hilda Flores

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

4. April 2024 Procurement Report

Pg. 26

Receive the April 2024 Procurement Report.

Presenter: Shaneka Morris

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

DISCUSSION ITEMS

Discussion - Administrative Matters

5. Workplace Violence Prevention Plan Policy No. 10104-2

Pg. 34

That the General Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

Approve Workplace Violence Prevention Plan Policy No. 10104-2 to bring SBCTA into full compliance with California State Senate Bill 553.

Presenter: Steven Keller

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

6. Sole Source Contract No. 24-1003122 with Granicus for Agenda Management Software Pg. 40

That the General Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority and the San Bernardino Associated Governments:

A. Approve **Sole Source** Contract No. 24-1003122 with Granicus for Agenda and Meeting Management Software for a five-year term, in the amount of \$156,636.21, per Contracting and Procurement Policy No. 11000, Sections VI.2 and VI.4, respectively.

B. Authorize the Director of Management Services, or her designee, to execute Contract No. 24-1003122 for a five-year term beginning August 1, 2024.

Presenter: Marleana Roman

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

7. Revise Policy No. 10122-7 - Tuition Reimbursement Pg. 49

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

Approve revisions to Tuition Reimbursement Policy No. 10122-7 to expand the Eligible for Reimbursement category and to increase the annual amount of tuition reimbursement.

Presenter: Regina McConnell

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA's General Counsel has reviewed this item and the proposed policy revisions.

Discussion - Air Quality/Traveler Services

8. Contract Amendments for Motorist Assistance Call Answering Center Services Pg. 53

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

A. Approve Amendment No. 3 to Contract No. 18-1001961 with AAMCOM, LLC to extend the term by one year to June 30, 2025, increase the contract price by \$112,317 for a total not-to-exceed amount of \$1,244,070 to be funded with Safe Vehicle Registration Fees Funds, and amend the Scope of Work to address and clarify the need to incorporate real-time text technology to support existing call box text telephony technology.

B. Approve the waiver of the five-year maximum contract term for Contract No. 18-1001961 as defined in Policy No. 11000 to allow AAMCOM, LLC to continue to provide Call Box Call Answering Center Services.

C. Approve Amendment No. 1 to Cooperative Agreement No. 19-1002101 with Orange County Transportation Authority and Riverside County Transportation Commission to revise the term to June 30, 2025, and increase the receivable amount by \$72,045, for a total receivable not-to-exceed amount of \$1,102,045, for the provision of Motorist Call Answering Center Services. **Presenter: Kelly Lynn**

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel, Procurement Manager and Enterprise Risk Manager have reviewed this item and are working with staff to finalize the draft amendments.

Discussion - Council of Governments

9. Status Update on the Smart County Master Plan

Pg. 56

Receive a status update on the Smart County Master Plan.

Presenter: Monique Reza-Arellano

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

Discussion - Regional/Subregional Planning

10. Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts

Pg. 65

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

A. Award Contract No. 24-1003130 to MNS Engineers, Inc., for On-Call Planning Services for a five-year contract with two one-year option terms for an amount described in Recommendation I.

B. Award Contract No. 24-1003133 to Michael Baker International, Inc., for On-Call Planning Services for a five-year contract with two one-year option terms for an amount described in Recommendation I.

C. Award Contract No. 24-1003135 to PlaceWorks for On-Call Planning Services for a five-year contract with two one-year option terms for an amount described in Recommendation I.

D. Award Contract No. 23-1003018 to Dudek for On-Call Planning Services for a five-year contract with two one-year option terms for an amount described in Recommendation I.

E. Award Contract No. 24-1003136 to HNTB Corporation for On-Call Planning Services for a five-year contract with two one-year option terms for an amount described in Recommendation I.

F. Award Contract No. 24-1003131 to Mott MacDonald Group, Inc., for On-Call Planning Services for a five-year contract with two one-year option terms for an amount described in Recommendation I.

G. Award Contract No. 24-1003132 to Fehr & Peers, Inc., for On-Call Planning Services for a five-year contract with two one-year option terms for an amount described in Recommendation I.

H. Award Contract No. 24-1003134 to Raimi & Associates, Inc., for On-Call Planning Services for a five-year contract with two one-year option terms for an amount described in Recommendation I.

I. Approve a total not-to-exceed amount of \$5,000,000 over five years, funded by Measure I and Local Transportation Fund – Planning funds for Planning and the Council of Governments (COG) Fund for the Council of Governments On-Call services, and a total not-to-exceed amount of \$18,281,950 for Regional Early Action Planning (REAP) 2.0, for a combined total not-to-exceed amount of \$23,281,950 for the bench as shown in Recommendations A-H, and up to \$1,000,000 per year for the two one-year option terms, to be funded with Measure I, Local Transportation Fund - Planning, and Council of Governments funds, for a total not-to-exceed amount of \$25,281,950 including the option terms.

Agenda Item 10 (cont.)

J. Approve an exception to Policy No. 11000, VIII. B.4.c.i., and authorize the Executive Director, or his designee, to execute specific competitive Contract Task Orders (CTO) as described in the background for Planning, COG, and REAP 2.0 programs that are in excess of \$500,000, as identified in Table 2.

Presenter: Josh Lee

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

Comments from Board Members

Brief Comments from Board Members

ADJOURNMENT

Additional Information

Attendance

Acronym List

Mission Statement

Pg. 476

Pg. 477

Pg. 479

The next General Policy Committee Meeting is scheduled for June 12, 2024

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 and office is located at 1170 W. 3rd Street, 2nd 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 y la oficina se encuentra en 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA.

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

Agenda Actions – Items listed on both the “Consent Calendar” and “Discussion” contain recommended actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken 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 35 copies to

the Clerk of the Board for distribution. If providing written information for distribution to the Board, such information must be emailed to the Clerk of the Board, at clerkoftheboard@gosbcta.com, no later than 5:00 pm the day before the meeting in order to allow sufficient time to distribute the information. 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

Minute Action

AGENDA ITEM: 1

Date: May 8, 2024

Subject:

Information Relative to Possible Conflict of Interest

Recommendation:

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

Background:

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

Item No.	Contract No.	Principals & Agents	Subcontractors
6	24-1003122	Granicus <i>Brendan Stierman, Senior Manager</i>	None
8	18-1001961-03	AAMCOM, LLC <i>President, Chief Executive Officer</i>	None
	19-1002101-01	Orange County Transportation Authority	None
	19-1002101-01	Riverside County Transportation Commission	None
10	24-1003130	MNS Engineers, Inc. <i>Peter Minegar, Vice President</i> <i>Miranda Patton, Secretary</i>	None
	24-1003133	Michael Baker International, Inc. <i>Christopher Alberts</i> <i>Vice President and Office Executive</i>	None
	24-1003135	PlaceWorks <i>Kara Kosel, Vice President</i>	None
	23-1003018	Dudek <i>Joseph Monaco, President and</i> <i>Chief Executive Officer</i>	Michael Hendrix Consulting CityPlace Planning Intersecting Metrics Eco Minded Solutions
	24-1003136	HNTB Corporation <i>Kevin A. Haboian</i> <i>Senior Vice President</i>	None

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

General Policy Committee Agenda Item

May 8, 2024

Page 2

10 cont.	24-1003131	Mott MacDonald Group, Inc. <i>Ernest A. Figueroa</i> <i>Senior Vice President</i>	None
	24-1003132	Fehr & Peers, Inc. <i>Steven Brown, Chairperson</i>	None
	24-1003134	Raimi & Associates, Inc. <i>Matthew Raimi</i> <i>Chief Executive Officer</i>	None

Financial Impact:

This item has no direct impact on the Budget.

Reviewed By:

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

Responsible Staff:

Carrie Schindler, Deputy Executive Director

Approved
General Policy Committee
Date: May 8, 2024

Witnessed By:

Minute Action

AGENDA ITEM: 2

Date: May 8, 2024

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 March 31, 2024, were \$2,447,313,734.

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 January through March represent sales tax collections from October through December.

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 January through March are \$65,142,607, in comparison to \$66,140,449 received during the quarter ending March 2022/2023, with a decrease of 1.51% due to decrease in consumer spending in the County.

Financial Impact:

This item has no financial impact on the proposed Budget for Fiscal Year 2024/2025.

Reviewed By:

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

Responsible Staff:

Hilda Flores, Chief Financial Officer

Approved
General Policy Committee
Date: May 8, 2024

Witnessed By:

Entity: San Bernardino County Transportation Authority

Summary of SANBAG Measure I Receipts 2010-2040

Fiscal Year	July-September	October-December	January-March	April- June	Fiscal Year Total	Cumulative Total To Date
Receipts Prior to FY 2010/11						\$7,158,800
Fiscal Year 2010/11	28,188,907	29,207,950	28,808,766	29,397,456	115,603,079	\$122,761,879
Fiscal Year 2011/12	31,027,319	33,547,956	32,757,419	33,476,051	130,808,745	\$253,570,624
Fiscal Year 2012/13	34,279,449	35,076,980	34,336,570	34,309,171	138,002,171	\$391,572,794
Fiscal Year 2013/14	35,430,012	35,403,641	36,843,452	35,789,045	143,466,150	\$535,038,944
Fiscal Year 2014/15	37,253,007	38,007,716	38,225,122	37,132,591	150,618,437	\$685,657,380
Fiscal Year 2015/16	39,298,056	40,309,825	40,950,261	38,929,588	159,487,730	\$845,145,110
Fiscal Year 2016/17	41,123,141	40,742,242	41,465,217	39,801,939	163,132,539	\$1,008,277,649
Fiscal Year 2017/18	43,117,814	42,305,693	44,007,900	39,149,611	168,581,018	\$1,176,858,666
Fiscal Year 2018/19	41,560,927	49,358,825	46,035,191	43,531,556	180,486,500	\$1,357,345,167
Fiscal Year 2019/20	46,250,572	46,514,574	49,729,997	35,959,684	178,454,827	\$1,535,799,994
Fiscal Year 2020/21	48,366,423	51,588,776	52,728,566	56,391,035	209,074,800	\$1,744,874,794
Fiscal Year 2021/22	64,058,781	61,231,465	64,329,895	63,172,838	252,792,978	\$1,997,667,772
Fiscal Year 2022/23	64,538,748	66,271,275	66,140,449	60,936,812	257,887,284	\$2,255,555,056
Fiscal Year 2023/24	64,368,274	62,247,797	65,142,607	0	191,758,678	\$2,447,313,734
% Increase Over 22/23	-0.26%	-6.07%	-1.51%			

Minute Action

AGENDA ITEM: 3

Date: May 8, 2024

Subject:

Budget to Actual Report for Third Quarter Ending March 31, 2024

Recommendation:

Receive and file Budget to Actual Report for the third quarter ending March 31, 2024.

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 March 31, 2024.

The report is broken down by Fund group and provides a percentage of the budget received or expended through March 31, 2024.

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 from cash transfers within the General Fund to fund the Indirect Cost Fund and to properly allocate costs for the Redlands Passenger Rail Project.

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

General Policy Committee Agenda Item

May 8, 2024

Page 2

C. Other Financing Sources:

1. Operating transfers in represent cash transfers from commercial paper proceeds issued.
2. Operating transfers out are for the repayment of commercial paper.

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 represent cash transfers to the General Fund to fund transit activities, which are based on a reimbursement basis.

General Policy Committee Agenda Item

May 8, 2024

Page 3

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

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 on a reimbursement basis.

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.
3. Miscellaneous revenue is associated with reimbursed litigation costs for the State Route 210 project.

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.

General Policy Committee Agenda Item

May 8, 2024

Page 4

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, 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 and Innovation Act (TIFIA) loan.
2. Operating transfers out represent cash transfers to the General Fund to fund the Indirect Cost Fund and to 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, including the pending refunding of the 2014 bonds that will post in the 4th quarter.

C. Other Financing Sources:

1. Operating 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.
3. Debt Service is associated with refunding of the 2014 bonds.

C. Other Financing Sources:

1. Proceeds from Bond Issuances are for the 2023 refunding bonds issued in December 2023.
2. Proceeds from commercial paper are for the recording of commercial paper.
3. Operating transfers in represent cash transfers within the West Valley Connector, State Route 210 Base Line Road Interchange, and Redlands Passenger Rail Projects to reflect the proper funding allocation.

General Policy Committee Agenda Item

May 8, 2024

Page 5

4. Operating transfers out represent cash transfers to close out the Redlands Passenger Rail Project, State Route 210 Base Line Road Interchange, State Route 60 Archibald Avenue Interchange, and Safe Routes to Schools projects to be consistent with the funding breakdown. Also included is the transfer of commercial paper to the Federal Highway Fund for use on the North First Avenue Bridge 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 in represent cash transfers within the Valley Signal Coordination project.
2. Operating transfers out represent cash transfers to fund the Indirect Cost Fund and Service Authority for Freeway Emergency-Vehicle Registration Fees to be consistent with the funding breakdown.

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.

C. Other Financing Sources:

1. Operating transfers in represent cash transfers within the Council of Governments for public outreach.
2. Operating transfers out represent the cash transfers to fund the Indirect Cost Fund and Capital Projects Fund to be consistent with the funding breakdown and for public outreach.

Enterprise Fund

A. Revenues:

1. Express Lanes Operations expected to commence in July 2024.

B. Expenditures:

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

San Bernardino Council of Governments

San Bernardino County Transportation Authority

General Policy Committee Agenda Item
May 8, 2024
Page 6

C. Other Financing Sources:

1. Operating transfers out represent cash transfers to the Measure I-Freeway Fund for draws on the TIFIA loan.

Financial Impact:

This item has no financial impact on the proposed Budget for Fiscal Year 2024/2025.

Reviewed By:

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

Responsible Staff:

Hilda Flores, Chief Financial Officer

Approved
General Policy Committee
Date: May 8, 2024

Witnessed By:

**Fiscal Year 2023-2024
Third Quarter Budget to Actual Report
March 31, 2024**

	2023-2024		2023-2024	Actual Revenues	Encumbrances	Balance	% of Budget Remaining for Expenditures
	Original Budget	Amendments	Revised Budget	& Expenditures to Date			
GENERAL FUND							
Revenues							
Sales Tax-MSI	2,570,000	-	2,570,000	1,474,434	-	1,095,566	
Charges for Services	263,000	-	263,000	539,657	-	(276,657)	
Investment Earnings	367,000	-	367,000	13,529,014	-	(13,162,014)	
Miscellaneous	-	-	-	594	-	(594)	
Total Revenues	<u>3,200,000</u>	<u>-</u>	<u>3,200,000</u>	<u>15,543,699</u>	<u>-</u>	<u>(12,343,699)</u>	
Expenditures							
General Government	13,412,249	4,672,737	18,084,986	12,607,791	534,031	4,943,164	27.33%
Regional & Subregional Planning	1,496,648	-	1,496,648	455,217	-	1,041,431	69.58%
Transit	85,815,590	(4,940,192)	80,875,398	27,825,027	276,653	52,773,718	65.25%
Project Delivery	441,697	-	441,697	219	-	441,478	99.95%
Fund Administration	692,162	-	692,162	372,584	-	319,578	46.17%
Total Expenditures	<u>101,858,346</u>	<u>(267,455)</u>	<u>101,590,891</u>	<u>41,260,838</u>	<u>810,684</u>	<u>59,519,369</u>	<u>58.59%</u>
Other Financing Sources							
Transfers in	99,002,219	-	99,002,219	25,256,938	-	73,745,281	74.49%
Transfers out	(431,940)	(5,000,000)	(5,431,940)	(4,383,453)	-	(1,048,487)	19.30%
Total Other Financing Sources	<u>98,570,279</u>	<u>(5,000,000)</u>	<u>93,570,279</u>	<u>20,873,485</u>	<u>-</u>	<u>72,696,794</u>	<u>77.69%</u>
Revenues Over (Under) Expenditures	<u>(88,067)</u>	<u>(4,732,545)</u>	<u>(4,820,612)</u>	<u>(4,843,654)</u>	<u>-</u>	<u>833,726</u>	
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.							
FEDERAL HIGHWAY FUND							
Revenues							
Intergovernmental	178,943,595	1,000,000	179,943,595	50,381,087	-	129,562,508	
Investment Earnings	2,546,000	-	2,546,000	82,770	-	2,463,230	
Total Revenues	<u>181,489,595</u>	<u>1,000,000</u>	<u>182,489,595</u>	<u>50,463,857</u>	<u>-</u>	<u>132,025,738</u>	
Expenditures							
Regional & Subregional Planning	-	1,000,000	1,000,000	71,603	-	928,397	7.16%
Transit	1,686,932	-	1,686,932	438,156	-	1,248,776	74.03%
Project Delivery	179,802,663	-	179,802,663	44,499,186	-	135,303,477	75.25%
Total Expenditures	<u>181,489,595</u>	<u>1,000,000</u>	<u>182,489,595</u>	<u>45,008,945</u>	<u>-</u>	<u>137,480,650</u>	<u>75.34%</u>
Other Financing Sources							
Transfers in	-	25,000,000	25,000,000	2,500,000	-	22,500,000	90.00%
Transfers out	-	(27,219,179)	(27,219,179)	(2,532,467)	-	(24,686,712)	90.70%
Total Other Financing Sources	<u>-</u>	<u>(2,219,179)</u>	<u>(2,219,179)</u>	<u>(32,467)</u>	<u>-</u>	<u>(2,186,712)</u>	<u>98.54%</u>
Revenues Over (Under) Expenditures	<u>-</u>	<u>(2,219,179)</u>	<u>(2,219,179)</u>	<u>5,422,445</u>	<u>-</u>	<u>(7,641,624)</u>	
FEDERAL TRANSIT ADMINISTRATION FUND							
Revenues							
Intergovernmental	32,625,062	-	32,625,062	22,359,611	-	10,265,451	
Total Revenues	<u>32,625,062</u>	<u>-</u>	<u>32,625,062</u>	<u>22,359,611</u>	<u>-</u>	<u>10,265,451</u>	
Expenditures							
Transit	32,625,062	-	32,625,062	14,355,061	-	18,270,001	56.00%
Total Expenditures	<u>32,625,062</u>	<u>-</u>	<u>32,625,062</u>	<u>14,355,061</u>	<u>-</u>	<u>18,270,001</u>	<u>56.00%</u>
Revenues Over (Under) Expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>8,004,550</u>	<u>-</u>	<u>(8,004,550)</u>	

Attachment: Budget to Actual 3rd Qtr 2024 (10571 : Budget to Actual Report - 3rd Qtr. 2023/2024)

Fiscal Year 2023-2024
Third Quarter Budget to Actual Report
March 31, 2024

	2023-2024 Original Budget		2023-2024 Revised Budget		Actual Revenues & Expenditures to Date		Encumbrances	Balance	% of Budget Remaining for Expenditures
STATE HIGHWAY FUND									
Revenues									
Intergovernmental	83,359,106	-	83,359,106	20,035,798	-	63,323,308			
Total Revenues	83,359,106	-	83,359,106	20,035,798	-	63,323,308			
Expenditures									
General Government	10,132	-	10,132	-	-	10,132		100.00%	
Regional & Subregional Planning	270,774	-	270,774	161,369	-	109,405		40.40%	
Transit	9,507,353	10,683,227	20,190,580	1,316,995	-	18,873,585		93.48%	
Project Delivery	72,783,753	-	72,783,753	28,710,664	-	44,073,089		60.55%	
Fund Administration	787,094	-	787,094	604,052	-	183,042		23.26%	
Total Expenditures	83,359,106	10,683,227	94,042,333	30,793,080	-	63,249,253		67.26%	
Revenues Over (Under) Expenditures	-	(10,683,227)	(10,683,227)	(10,757,282)	-	74,055			
PROPOSITION 1B FUND									
Revenues									
Intergovernmental	4,677,540	-	4,677,540	1,415,153	-	3,262,387			
Total Revenues	4,677,540	-	4,677,540	1,415,153	-	3,262,387			
Expenditures									
Project Delivery	4,677,540	500,000	5,177,540	2,914,762	-	2,262,778		43.70%	
Total Expenditures	4,677,540	500,000	5,177,540	2,914,762	-	2,262,778		43.70%	
Revenues Over (Under) Expenditures	-	(500,000)	(500,000)	(1,499,609)	-	999,609			
LOCAL TRANSPORTATION FUND									
Revenues									
Sales Tax-LTF	150,157,833	-	150,157,833	87,600,708	-	62,557,125			
Investment Earnings	6,000,000	-	6,000,000	10,174,747	-	(4,174,747)			
Total Revenues	156,157,833	-	156,157,833	97,775,455	-	58,382,378			
Expenditures									
Transit	139,640,000	-	139,640,000	52,172,902	108,885	87,358,213		62.56%	
Total Expenditures	139,640,000	-	139,640,000	52,172,902	108,885	87,358,213		62.56%	
Other Financing Sources									
Transfers out	(34,151,952)	-	(34,151,952)	(18,370,420)	-	(15,781,532)		46.21%	
Total Other Financing Sources	(34,151,952)	-	(34,151,952)	(18,370,420)	-	(15,781,532)		46.21%	
Revenues Over (Under) Expenditures	(17,634,119)	-	(17,634,119)	27,232,133	(108,885)	(44,757,367)			
STATE TRANSIT ASSISTANCE FUND									
Revenues									
Intergovernmental	34,688,509	-	34,688,509	26,271,505	-	8,417,004			
Investment Earnings	2,513,000	-	2,513,000	3,903,498	-	(1,390,498)			
Total Revenues	37,201,509	-	37,201,509	30,175,003	-	7,026,506			
Expenditures									
Transit	27,324,081	-	27,324,081	2,142,348	-	25,181,733		92.16%	
Total Expenditures	27,324,081	-	27,324,081	2,142,348	-	25,181,733		92.16%	
Other Financing Sources									
Transfers out	(56,892,617)	-	(56,892,617)	(865,848)	-	(56,026,769)		98.48%	
Total Other Financing Sources	(56,892,617)	-	(56,892,617)	(865,848)	-	(56,026,769)		98.48%	
Revenues Over (Under) Expenditures	(47,015,189)	-	(47,015,189)	27,166,807	-	(74,181,996)			

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 3rd Qtr 2024 (10571 : Budget to Actual Report - 3rd Qtr. 2023/2024)

Fiscal Year 2023-2024
Third Quarter Budget to Actual Report
March 31, 2024

	2023-2024 Original Budget		2023-2024 Revised Budget		Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining for Expenditures
SENATE BILL 1 Fund								
Revenues								
Intergovernmental	98,341,150	-	98,341,150	14,598,150	-	83,743,000		
Total Revenues	98,341,150	-	98,341,150	14,598,150	-	83,743,000		
Expenditures								
Commuter and Motorist Assistance	2,576,431	-	2,576,431	1,591,484	-	984,947	61.77%	
Regional & Subregional Planning Program	550,000	-	550,000	252,278	-	297,722	45.87%	
Transit	47,979,494	-	47,979,494	1,983,135	-	45,996,359	95.87%	
Major Project Delivery	47,235,225	-	47,235,225	13,641,193	-	33,594,032	28.88%	
Total Expenditures	98,341,150	-	98,341,150	17,468,090	-	80,873,060	82.24%	
Revenues Over (Under) Expenditures	-	-	-	(2,869,940)	-	2,869,940		
MEASURE I 1990-2010 FUND								
Revenues								
Investment Earnings	121,000	-	121,000	33,495	-	87,505		
Miscellaneous	-	-	-	474,555	-	(474,555)		
Total Revenues	121,000	-	121,000	508,050	-	(387,050)		
Expenditures								
Project Delivery	1,156,040	-	1,156,040	347,780	-	808,260	69.92%	
Total Expenditures	1,156,040	-	1,156,040	347,780	-	808,260	69.92%	
MEASURE I 2010-2040 FUND								
Revenues								
Sales Tax-MSI	254,430,000	-	254,430,000	145,969,000	-	108,461,000		
Investment Earnings	9,149,000	-	9,149,000	4,310,822	-	4,838,178		
Total Revenues	263,579,000	-	263,579,000	150,279,822	-	113,299,178		
Expenditures								
General Government	1,264,812	8,111,267	9,376,079	8,743,626	-	632,453	6.75%	
Environment and Energy Conservation	270,051	-	270,051	22,317	-	247,734	91.74%	
Commuter and Motorist Assistance	904,784	-	904,784	79,389	889	824,506	91.13%	
Regional & Subregional Planning	1,359,037	-	1,359,037	515,745	-	843,292	62.05%	
Transit	59,640,893	-	59,640,893	20,685,784	13,938	38,941,171	65.29%	
Project Delivery	204,206,341	(500,000)	203,706,341	46,560,005	382,700	156,763,636	76.96%	
Fund Administration	159,288,275	-	159,288,275	41,725,253	749,000	116,814,022	73.33%	
Total Expenditures	426,934,193	7,611,267	434,545,460	118,332,119	1,146,527	315,066,814	72.50%	
Other Financing Sources								
Transfers in	62,662,439	-	62,662,439	32,830,719	-	29,831,720	47.61%	
Transfers out	(19,835,366)	-	(19,835,366)	(13,286,154)	-	(6,549,212)	33.02%	
Total Other Financing Sources	42,827,073	-	42,827,073	19,544,565	-	23,282,508	54.36%	
Revenues Over (Under) Expenditures	(120,528,120)	(7,611,267)	(128,139,387)	51,492,268	(1,146,527)	(178,485,128)		

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

Attachment: Budget to Actual 3rd Qtr 2024 (10571 : Budget to Actual Report - 3rd Qtr. 2023/2024)

**Fiscal Year 2023-2024
Third Quarter Budget to Actual Report
March 31, 2024**

	2023-2024 Original Budget		2023-2024 Revised Budget		Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining for Expenditures
DEBT SERVICE FUND								
Revenues								
Investment Earnings	303,000	-	303,000	150,827	-	152,173		
Total Revenues	303,000	-	303,000	150,827	-	152,173		
Expenditures								
Debt Service	13,418,420	98,115,000	111,533,420	3,705,256	-	107,828,164	96.68%	
Total Expenditures	13,418,420	98,115,000	111,533,420	3,705,256	-	107,828,164	96.68%	
Other Financing Sources								
Operating Transfers In	13,418,420	98,115,000	111,533,420	104,302,295	-	7,231,125	6.48%	
Total Other Financing Sources	13,418,420	98,115,000	111,533,420	104,302,295	-	7,231,125	6.48%	
Revenues Over (Under) Expenditures	303,000	-	303,000	100,747,866	-	(100,444,866)		
CAPITAL PROJECTS FUND								
Revenues								
Intergovernmental	31,346,757	-	31,346,757	10,228,817	-	21,117,940		
Investment Earnings	609,000	-	609,000	259,779	-	349,221		
Miscellaneous	2,695,900	-	2,695,900	69,386	-	2,626,514		
Total Revenues	34,651,657	-	34,651,657	10,557,982	-	24,093,675		
Expenditures								
Environment and Energy Conservation	657,500	-	657,500	-	-	657,500	100.00%	
Commuter and Motorist Assistance	1,079,349	-	1,079,349	134,717	-	944,632	87.52%	
Regional & Subregional Planning	301,255	-	301,255	47,632	-	253,623	84.19%	
Transit	2,367,760	5,000	2,372,760	2,210,783	-	161,977	6.83%	
Project Delivery	27,353,151	27,219,179	54,572,330	13,130,117	147,375	41,294,838	75.67%	
Fund Administration	1,627,298	-	1,627,298	-	-	1,627,298	100.00%	
Debt Service	-	450,000	450,000	337,121	-	112,879	25.08%	
Total Expenditures	33,386,313	27,674,179	61,060,492	15,860,370	147,375	45,052,747	73.78%	
Other Financing Sources								
Proceeds from Bond Issuance	-	96,352,000	96,352,000	96,273,385	-	78,615	0.08%	
Proceeds from commercial paper	-	25,000,000	25,000,000	2,500,000	-	22,500,000	90.00%	
Operating Transfers in	-	27,219,179	27,219,179	2,542,853	-	24,676,326	90.66%	
Operating Transfers out	-	(123,140,000)	(123,140,000)	(99,388,624)	-	(23,751,376)	19.29%	
Total Other Financing Sources	-	25,431,179	25,431,179	1,927,614	-	23,503,565	92.42%	
Revenues Over (Under) Expenditures	1,265,344	(2,243,000)	(977,656)	(3,374,774)	(147,375)	2,544,493		
NONMAJOR GOVERNMENTAL FUNDS - EXCLUDING COUNCIL OF GOVERNMENTS FUND								
Revenues								
Intergovernmental	8,112,792	-	8,112,792	1,214,237	-	6,898,555		
Charges for Services	7,500	-	7,500	-	-	7,500		
Investment Earnings	118,000	-	118,000	81,000	-	37,000		
Miscellaneous	45,720	-	45,720	-	-	45,720		
Total Revenues	8,284,012	-	8,284,012	1,295,237	-	6,988,775		
Expenditures								
General Government	112,600	399,366	511,966	427,651	1,000	83,315	16.27%	
Commuter and Motorist Assistance	3,315,015	-	3,315,015	1,197,343	16,376	2,101,296	63.39%	
Regional & Subregional Planning	941,565	-	941,565	121,219	-	820,346	87.13%	
Transit	2,012,700	-	2,012,700	743	-	2,011,957	99.96%	
Total Expenditures	6,381,880	399,366	6,781,246	1,746,956	17,376	5,016,914	73.98%	
Other Financing Sources								
Transfers in	-	-	-	13	-	(13)	0.00%	
Transfers out	(440,205)	-	(440,205)	(330,167)	-	(110,038)	25.00%	
Total Other Financing Sources	(440,205)	-	(440,205)	(330,154)	-	(110,051)	25.00%	
Revenues Over (Under) Expenditures	1,461,927	(399,366)	1,062,561	(781,873)	(17,376)	1,861,810		

Attachment: Budget to Actual 3rd Qtr 2024 (10571 : Budget to Actual Report - 3rd Qtr. 2023/2024)

**Fiscal Year 2023-2024
Third Quarter Budget to Actual Report
March 31, 2024**

	2023-2024		2023-2024	Actual Revenues	Encumbrances	Balance	% of Budget Remaining for Expenditures
	Original Budget	Amendments	Revised Budget	& Expenditures to Date			
COUNCIL OF GOVERNMENTS FUND							
Revenues							
Intergovernmental	1,426,811	-	1,426,811	439,847	-	986,964	
Special Assessments	404,291	-	404,291	404,291	-	-	
Investment Earnings	25,000	-	25,000	10,884	-	14,116	
Miscellaneous	-	-	-	40,826	-	(40,826)	
Total Revenues	<u>1,856,102</u>	<u>-</u>	<u>1,856,102</u>	<u>895,848</u>	<u>-</u>	<u>960,254</u>	
Expenditures							
Council of Governments	<u>1,691,533</u>	<u>233,017</u>	<u>1,924,550</u>	<u>857,997</u>	<u>-</u>	<u>1,066,553</u>	55.42%
Total Expenditures	<u>1,691,533</u>	<u>233,017</u>	<u>1,924,550</u>	<u>857,997</u>	<u>-</u>	<u>1,066,553</u>	55.42%
Other Financing Sources							
Transfers in	-	-	-	64	-	(64)	0.00%
Transfers out	<u>(476,216)</u>	<u>-</u>	<u>(476,216)</u>	<u>(357,406)</u>	<u>-</u>	<u>(118,810)</u>	24.95%
Total Other Financing Sources	<u>(476,216)</u>	<u>-</u>	<u>(476,216)</u>	<u>(357,342)</u>	<u>-</u>	<u>(118,874)</u>	24.96%
Revenues Over (Under) Expenditures	<u>(311,647)</u>	<u>(233,017)</u>	<u>(544,664)</u>	<u>(319,491)</u>	<u>-</u>	<u>(225,173)</u>	
ENTERPRISE FUND							
Revenues							
Express Lanes Fees And Charges	<u>6,914,000</u>	<u>-</u>	<u>6,914,000</u>	<u>-</u>	<u>-</u>	<u>6,914,000</u>	
Total Revenues	<u>6,914,000</u>	<u>-</u>	<u>6,914,000</u>	<u>-</u>	<u>-</u>	<u>6,914,000</u>	
Expenditures							
Express Lanes Operation	<u>7,633,045</u>	<u>300,000</u>	<u>7,933,045</u>	<u>2,459,436</u>	<u>-</u>	<u>5,473,609</u>	69.00%
Total Expenditures	<u>7,633,045</u>	<u>300,000</u>	<u>7,933,045</u>	<u>2,459,436</u>	<u>-</u>	<u>5,473,609</u>	69.00%
Other Financing Sources							
Operating Transfers out	<u>(62,854,782)</u>	<u>300,000</u>	<u>(62,554,782)</u>	<u>(27,918,343)</u>	<u>-</u>	<u>(34,636,439)</u>	55.37%
Total Other Financing Sources	<u>(62,854,782)</u>	<u>300,000</u>	<u>(62,554,782)</u>	<u>(27,918,343)</u>	<u>-</u>	<u>(34,636,439)</u>	55.37%
Revenues Over (Under) Expenditures	<u>(63,573,827)</u>	<u>-</u>	<u>(63,573,827)</u>	<u>(30,377,779)</u>	<u>-</u>	<u>(33,196,048)</u>	

Attachment: Budget to Actual 3rd Qtr 2024 (10571 : Budget to Actual Report - 3rd Qtr. 2023/2024)

Minute Action

AGENDA ITEM: 4

Date: May 8, 2024

Subject:

April 2024 Procurement Report

Recommendation:

Receive the April 2024 Procurement Report.

Background:

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

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

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

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

- One new contract was executed.
- One contract amendment was executed.
- Two CTO's were executed.
- 14 CTO amendments were executed.
- One contingency amendment was executed.
- Ten purchase orders were executed.
- No purchase order amendments were executed.
- 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

General Policy Committee Agenda Item
May 8, 2024
Page 2

A list of all Contracts and Purchase Orders that were executed by the Executive Director, Department Director, and/or General Counsel during the month of April 2024 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 adopted Budget for Fiscal Year 2023/2024 and proposed Budget for Fiscal Year 2024/2025. Presentation of the monthly procurement report demonstrates compliance with the Contracting and Procurement Policy.

Reviewed By:

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

Responsible Staff:

Shaneka Morris, Procurement Manager

Approved
General Policy Committee
Date: May 8, 2024
Witnessed By:

Attachment A - 1 April 2024 Contract/Amendment/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	24-1003145		Woodruff & Smart, APC	Legal services relating to the collection of funds advanced for utility relocations	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00	N/A
Contract Amendment	20-1002322	2	PFM Financial Advisors, LLC.	To exercise the second of two option years for Financial Advisory Services extending the contract by one year through June 30, 2025	\$ 400,000.00	\$ -	\$ -	\$ 400,000.00	N/A
CTO	23-1002995	CTO No. 13	Costin Public Outreach Group	Public outreach support for construction activities associated with SR 60 Central Interchange	\$ 49,000.00	\$ -	\$ -	\$ 49,000.00	\$5,000,000.00 (available \$2,625,420.00)
CTO	23-1002995	CTO No. 23	Costin Public Outreach Group	Public outreach support for the Tunnel to ONT Project	\$ 65,000.00	\$ -	\$ -	\$ 65,000.00	\$5,000,000.00 (available \$2,560,420.00)
CTO Amendment	18-1001823	CTO No. 11.5	Bender Rosenthal, Inc.	I-215 University Parkway ROW Services Time Extension	\$ 117,834.74	\$ 167,651.00	\$ -	\$ 285,485.74	\$8,000,000.00 (available \$4,921,750.44)
CTO Amendment	18-1001907	CTO No. 3.3	Epic Land Solutions, Inc.	Remedial Services for Demetri Property I-215 Barton Road Time Extension	\$ 55,111.89	\$ 29,850.00	\$ -	\$ 84,961.89	\$8,000,000.00 (available \$4,921,750.44)
CTO Amendment	18-1001907	CTO No. 6.2	Epic Land Solutions, Inc.	SR 60 Central Avenue Utility Ground Penetrating Radar Potholing and Coordination Time Extension	\$ 79,253.25	\$ -	\$ -	\$ 79,253.25	\$8,000,000.00 (available \$4,921,750.44)
CTO Amendment	18-1001907	CTO No. 7.3	Epic Land Solutions, Inc.	SR 60 Archibald Avenue ROW Services Time Extension	\$ 76,690.00	\$ 35,612.00	\$ -	\$ 112,302.00	\$8,000,000.00 (available \$4,921,750.44)
CTO Amendment	18-1001907	CTO No. 12.2	Epic Land Solutions, Inc.	I-215 Barton Road Surplus Parcels Time Extension	\$ 133,702.00	\$ -	\$ -	\$ 133,702.00	\$8,000,000.00 (available \$4,921,750.44)
CTO Amendment	18-1001907	CTO No. 13.2	Epic Land Solutions, Inc.	ROW Services for I-10 Mount Vernon Avenue Time Extension	\$ 219,293.31	\$ -	\$ -	\$ 219,293.31	\$8,000,000.00 (available \$4,921,750.44)
CTO Amendment	18-1001907	CTO No. 16.1	Epic Land Solutions, Inc.	I-215 Bi-County ROW Services for Excess Land Time Extension	\$ 25,057.78	\$ -	\$ -	\$ 25,057.78	\$8,000,000.00 (available \$4,921,750.44)
CTO Amendment	18-1001907	CTO No. 17.1	Epic Land Solutions, Inc.	ROW Services for Mount Vernon Viaduct Time Extension and for continued Utility Coordination	\$ 50,000.00	\$ -	\$ 37,613.00	\$ 87,613.00	\$8,000,000.00 (available \$4,921,750.44)
CTO Amendment	18-1001909	CTO No. 2.3	Overland, Pacific and Cutler	I-10 Cedar Avenue Potholing and Utility Relocation Time Extension	\$ 736,805.80	\$ 67,200.00	\$ -	\$ 804,005.80	\$8,000,000.00 (available \$4,921,750.44)
CTO Amendment	18-1001909	CTO No. 15.1	Overland, Pacific and Cutler	I-10 Contract 2 ROW Services Time Extension and Additional Costs	\$ 909,829.30	\$ -	\$ 4,676.34	\$ 914,505.64	\$8,000,000.00 (available \$4,921,750.44)
CTO Amendment	22-1002769	CTO No. 7.1	Cumming Management Group, Inc.	Labor Compliance Services and CUF Verification Services for I-10 East Bound Truck Climbing Lane	\$ 70,000.00	\$ -	\$ 125,890.00	\$ 195,890.00	\$500,000.00 (available \$32,110.00)
CTO Amendment	19-1002187	CTO No. 15.1	Cambridge Systems	To decrease On-Call Transportation Modeling Services anticipated through closeout	\$ 99,766.00	\$ -	\$ (30,000.00)	\$ 69,766.00	\$6,460,390.00 (available \$10,372.03)

Attachment: April 2024 Procurement Report - PDF (10267 : April 2024 Procurement Report)

*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 - 1
April 2024 Contract/Amendment/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	19-1002103	CTO No. 18.1	Alta Planning + Design	To decrease SBCTA/SBCOG Active Transportation On-Call Services anticipated through closeout	\$ 92,540.45	\$ -	\$ (60,000.00)	\$ 32,540.45	\$6,460,390.00 (available \$10,372.03)
CTO Amendment	19-1002186	CTO No. 22.1	Fehr & Peers	To increase SBCTA/SBCOG feasibility of active transportation priority projects services anticipated through closeout	\$ 99,393.00	\$ -	\$ 90,000.00	\$ 189,393.00	\$6,460,390.00 (available \$10,372.03)

Attachment: April 2024 Procurement Report - PDF (10267 : April 2024 Procurement Report)

*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 - 2
April 2024 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
22-1002722 No. 0B	An additional 72 potholes are required due to the additional underground utilities that were discovered during the design phase for I-10 Corridor Freight and Express Lanes Project Contract 2 PS&E	Associated Civil & Transportation Consulting Engineer, Inc. dba Advanced Civil Technologies	\$ 57,791,176.04	\$ -	\$ 229,234.00	\$ 104,172.40	\$ 58,124,582.44

Attachment: April 2024 Procurement Report - PDF (10267 : April 2024 Procurement Report)

Attachment A - 3
April 2024 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	4002455	4/4/24	Rancho Cucamonga Quakes	ONT Connect Marketing	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00
New PO	4002456	4/4/24	Myers & Sons Hi-Way Safety, Inc.	Four Arrow Board Trailers Purchase	\$ 21,329.00	\$ -	\$ -	\$ 21,329.00
New PO	4002457	4/4/24	Dispensing Technology, Corporation	Bituminous Machine Purchase	\$ 57,697.97	\$ -	\$ -	\$ 57,697.97
New PO	4002458	4/4/24	Inland Empire 66ers Baseball Club San Bernardino	2024 SBCTA Employee Appreciation Picnic	\$ 3,200.00	\$ -	\$ -	\$ 3,200.00
New PO	4002459	4/8/24	Faust Media Services, LLC.	120,000 Count FSP Customer Survey Card	\$ 8,819.34	\$ -	\$ -	\$ 8,819.34
New PO	4002460	4/17/24	Beauchamp, Paula	Expert Advisor Services for Director of Project Delivery	\$ 9,750.00	\$ -	\$ -	\$ 9,750.00
New PO	4002462	4/17/24	CDW Government LLC	Annual DUO Renewal	\$ 4,043.25	\$ -	\$ -	\$ 4,043.25
New PO	4002464	4/26/24	Intelli-Tech	GIS Workstation	\$ 8,122.54	\$ -	\$ -	\$ 8,122.54
New PO	4002465	4/26/24	Intelli-Tech	Transcad Workstation	\$ 8,122.54	\$ -	\$ -	\$ 8,122.54
New PO	4002466	4/26/24	All the Best Tunes DJ Services	DJ Service for 2024 Holiday Party	\$ 995.00	\$ -	\$ -	\$ 995.00

Attachment: April 2024 Procurement Report - PDF (10267 : April 2024 Procurement Report)

Attachment B
April 2024 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
04/10/2024	RFP24-1003086	\$ 5,500,000.00	07/03/2024	TDA Claimants and Financial and Compliance Auditing Services for Transit Operators for Measure I Local Passthrough

Attachment C
April 2024 CityCom's Issued Purchase Orders/Contracts

PO/Contract No.	Vendor Name	Description of Services	Total Amount
PO SBCTA49843	Weatherite Corp.	HP-209 Compressor Replacement	\$6,584.00

Minute Action

AGENDA ITEM: 5

Date: May 8, 2024

Subject:

Workplace Violence Prevention Plan Policy No. 10104-2

Recommendation:

That the General Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority (SBCTA):

Approve Workplace Violence Prevention Plan Policy No. 10104-2 to bring SBCTA into full compliance with California State Senate Bill 553.

Background:

On September 20, 2023, Governor Gavin Newsom signed into law Senate Bill (SB) 553 which requires California employers to establish, implement, and maintain an effective Workplace Violence Prevention Plan (WVPP) in all work areas. SB 553 requires most employers to expand their injury prevention program by developing and implementing a written workplace violence prevention plan. Employers are also required to provide training to all employees on workplace violence; maintain various records, including records of hazard identification, evaluation and correction, training, and investigations. The WVPP, a component of the Illness and Injury Prevention Program, is intended to establish a framework for protecting employees from workplace violence. SB 553 went into effect on January 1, 2024, and required that most employers have their WVPP in place by July 1, 2024.

SB 553 requires that all employees have a voice in the development of an effective WVPP. The Enterprise Risk Manager created a subcommittee under the existing SBCTA safety committee structure. To ensure compliance, an electronic survey was utilized seeking input from all employees. Employees were also given an opportunity to join in the development of the plan via the subcommittee. The committee met four times between January and April and developed the attached WVPP, which is in full compliance with the current understanding of SB 553. Staff is recommending that the Board approve Policy No. 10104-2 Workplace Violence Prevention Plan.

Financial Impact:

This item has no financial impact on the proposed Budget for Fiscal Year 2024/2025. The existing safety committee structure was used to develop the policy, and the existing Enterprise Risk Manager will oversee implementation of the policy.

Reviewed By:

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

Responsible Staff:

Steven Keller, Enterprise Risk Manager

Entity: San Bernardino County Transportation Authority

This page intentionally left blank

Approved
General Policy Committee
Date: May 8, 2024
Witnessed By:

San Bernardino County Transportation Authority	Policy	10104-2
Adopted by the Board of Directors	June 5, 2024	Revised
Workplace Violence Prevention Plan (WVPP)		Revision No. 0

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

Table of Contents
Purpose Policy References Responsibility Employee Involvement Implementation & Coordination Workplace Violence Reporting and Assessment Employee Compliance with the WVPP Employee Communication Employee Training Recordkeeping Revision History

I. PURPOSE

California Senate Bill 553 requires California employers to establish, implement, and maintain at all times in all work areas an effective Workplace Violence Protection Plan (WVPP).

The WVPP, a component of the Injury and Illness Prevention Program, is intended to establish a framework for protecting employees from workplace violence. This plan includes the following components:

- Names and job titles of all persons responsible for implementing the WVPP with their roles clearly defined.
- Effective procedures to obtain the active involvement of employees in developing and implementing the WVPP.
- Methods that will be used to coordinate implementation of the WVPP with other employers, when applicable, to ensure that those employers and employees understand their respective roles, as provided in the WVPP.
- Effective procedures for SBCTA to accept and respond to reports of workplace violence, and to prohibit retaliation against an employee who makes such a report.
- Effective procedures to ensure that supervisory and nonsupervisory employees comply with the WVPP.
- Effective procedures to communicate with employees regarding workplace violence matters, including, but not limited to, both of the following:
 - How an employee can report a violent incident, threat, or other workplace violence concern to the employer or law enforcement without fear of reprisal.
 - How employee concerns will be investigated.
- Effective procedures to respond to actual or potential workplace violence emergencies, including, but not limited to, all of the following:
 - Effective means to alert employees of the presence, location, and nature of workplace violence emergencies.
 - Evacuation or sheltering plans that are appropriate and feasible for the worksite.
 - How to obtain help from staff assigned to respond to workplace violence emergencies, if any, security personnel, if any, and law enforcement.
- Procedures to develop and provide employee training
- Procedures to identify and evaluate workplace violence hazards, including, but not limited to, scheduled periodic inspections to identify unsafe conditions, work practices, employee reports, and concerns. Inspections shall be conducted:
 - When the WVPP is first established
 - After each workplace violence incident
 - Whenever the employer is made aware of a new or previously unrecognized hazard

- Procedures to correct workplace violence hazards identified above, in a timely manner consistent with the IIPP, including:
 - Procedures for post incident response and investigation.
- Procedures to review the effectiveness of the WVPP including:
 - Procedures to obtain the active involvement of employees and authorized employee-representatives in reviewing the WPP.
- Maintain a written log recording incidents of workplace violence

II. POLICY

SBCTA will maintain a WVPP conforming to SB 553 and the best practices appropriate to its needs, size, and functions. To be successful, such a program must embody proper attitudes toward workplace violence identification and prevention on the part of supervisors and all employees. It also requires cooperation in all matters, not only between supervisor and employee, but also between each employee and his/her co-workers. Only through such a cooperative effort can a WVPP in the best interest of all be established and preserved.

III. REFERENCES

Senate Bill 553, codified at California Code of Civil Procedure, section 527.8, and California Labor Code Sections 6401.7 and 6401.9, relating to occupational safety.

Policy 10104 Illness & Injury Prevention Program (IIPP)

Procedure 10104-2 - Workplace Violence Prevention Plan Procedure

Procedure 10104 Emergency Action Plan

Policy 10101 Discrimination, Harassment and Retaliation

Policy 10117 Disciplinary Action

Form 109 - Workplace Violence Reporting Form

Form 110 –Training Record Log

IV. RESPONSIBILITY

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

V. EMPLOYEE INVOLVEMENT

Involving employees in the development and implementation of our WVPP is a critical component to the program's overall effectiveness. Employees were given the opportunity to participate in the initial development of the WVPP and are to be included in the development of any updates to the WVPP, via electronic survey of all employees and the opportunity to participate on the Employee Safety Committee.

VI. IMPLEMENTATION AND COORDINATION

SBCTA will ensure that all employees understand their respective roles in the WVPP, and that they understand how to report incidents of workplace violence.

VII. WORKPLACE VIOLENCE REPORTING AND ASSESSMENT

SBCTA will ensure that employees are trained in the proper reporting of workplace violence to the designated personnel and/or call 9-1-1 if the threat/act of violence is imminent and serious.

All employees are encouraged to report any concerns or incidents related to workplace violence, and are assured that they can do so without fear of reprisal. Refer to Policy 10101, Discrimination, Harassment and Retaliation.

The Enterprise Risk Manager is responsible for assessing workplace violence reports, informing the Executive Director and Deputy Executive Director of such reports, and providing all records to the Director of Management Services.

VIII. EMPLOYEE COMPLIANCE WITH THE WVPP

While the Enterprise Risk Manager is responsible for overseeing the development, implementation, and maintenance of the WVPP, all employees are responsible for adhering to their roles, responsibilities and training provided under the WVPP, as outlined in Procedure 10104-2.

SBCTA will actively enforce all aspects of the WVPP. An employee that fails to adhere to the procedures and practices of this plan shall be subject to discipline in accordance with Policy 10117, Disciplinary Actions.

IX. EMPLOYEE COMMUNICATION

Employees are required to report any and all workplace violence and related incidents, threats and concerns to the Director of Management Services at 909-884-8276 or by contacting emergency services directly by calling 9-1-1 if the threat/act of violence is imminent and serious.

X. EMPLOYEE TRAINING

SBCTA will provide employees with initial training when the WVPP is first established, when an employee is initially hired, and annually thereafter, on all of the following:

- The SBCTA WVPP plan, how to obtain a copy of the WVPP, and how to participate in development and implementation of the WVPP.
- The requirements of SB 553 and terms defined therein.
- How to report workplace violence incidents or concerns to SBCTA and/or law enforcement, without fear of reprisal.
- Workplace violence hazards specific to employees' jobs, the corrective measures implemented, how to seek assistance to prevent or respond to violence, and strategies to avoid physical harm.
- The required violent incident log and how to obtain copies of records.
- An opportunity for interactive questions and answers with the Enterprise Risk Manager about the WVPP.

Additional training shall be provided when a new or previously unrecognized workplace violence hazard has been identified and when changes are made to the WVPP. The additional training may be limited to addressing the new workplace violence hazard or changes to the WVPP.

XI. RECORDKEEPING

Records of workplace violence hazard identification, evaluation, and correction will be created and maintained for a minimum of five years. These records will be maintained by Management Services.

Training records will be created and maintained for a minimum of one year and include training dates, contents or a summary of the training sessions, names and qualifications of persons conducting the

training, and names and job titles of all persons attending the training sessions. Training records will be searchable by employee name and/or employee number and a master log will be maintained by Management Services.

Logs of violent incident will be maintained for a minimum of five years.

Records of workplace violence incident investigations will be maintained for a minimum of five years. These records shall not contain "medical information," as defined in subdivision (j) of Section 56.05 of the Civil Code.

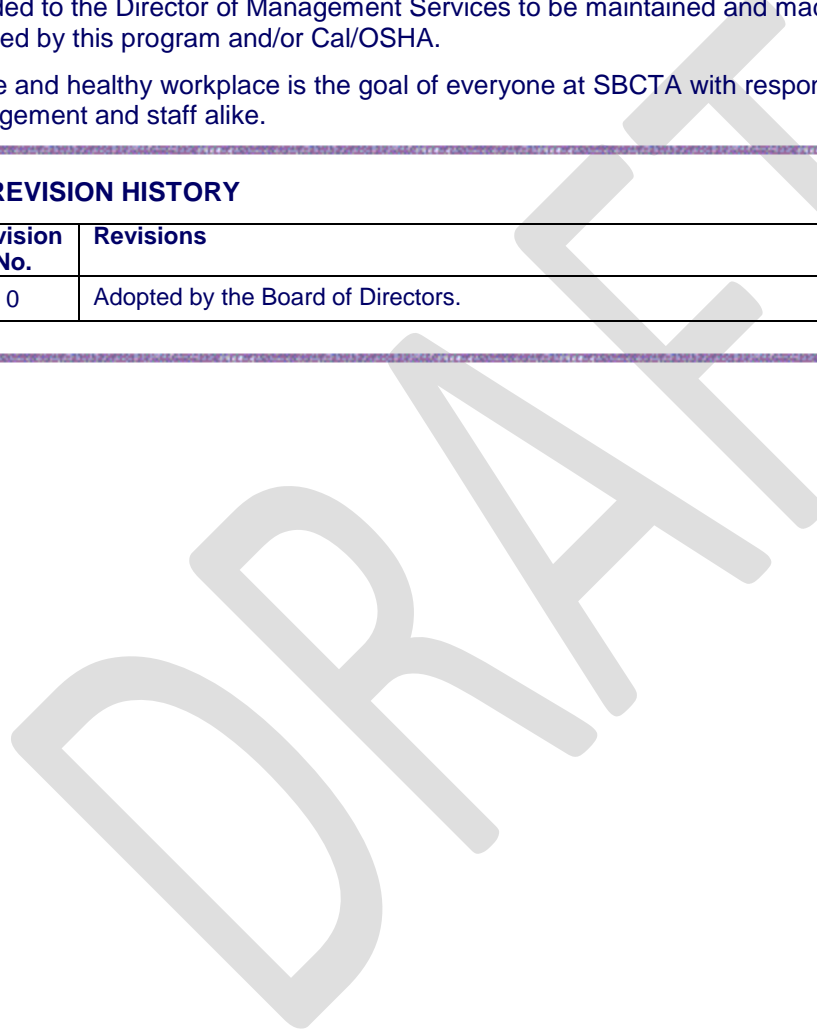
All records described above will be made available to employees, upon request and at no cost the employee, for examination and copying within 15 calendar days of a request.

The Enterprise Risk Manager will be responsible for ensuring that all relevant records are completed and provided to the Director of Management Services to be maintained and made available upon request as required by this program and/or Cal/OSHA.

A safe and healthy workplace is the goal of everyone at SBCTA with responsibility shared by management and staff alike.

XIII. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	06/05/24



Minute Action

AGENDA ITEM: 6

Date: May 8, 2024

Subject:

Sole Source Contract No. 24-1003122 with Granicus for Agenda Management Software

Recommendation:

That the General Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority and the San Bernardino Associated Governments:

A. Approve **Sole Source** Contract No. 24-1003122 with Granicus for Agenda and Meeting Management Software for a five-year term, in the amount of \$156,636.21, per Contracting and Procurement Policy No. 11000, Sections VI.2 and VI.4, respectively.

B. Authorize the Director of Management Services, or her designee, to execute Contract No. 24-1003122 for a five-year term beginning August 1, 2024.

Background:

In April 2013, San Bernardino County Transportation Authority (SBCTA), procured for an agenda management software. In June 2013, Contract No. C13070 was executed with Carahsoft (Carahsoft) Technology Corporation for IQM2 Meeting Management Software (also known as Minute Traq). Carahsoft was a third-party used to manage the subscription, but Accela Inc. owned the meeting software. In June 2019, Granicus, LLC bought out Accela, Inc. with no impacts to the Minute Traq subscription. Minute Traq has been an important tool used over the last 10 years.

In October 2023, Granicus announced the end-of-support date for Minute Traq would be September 30, 2025, with end-of-life date being September 30, 2027. Staff has met with Granicus to review solutions being offered to allow for an easy transition over to their most modern and secured technology. One Meeting software was recommended due to the large scale of users and level of complexity with templates and workflows. Granicus provided a demo to a select number of SBCTA staff who were satisfied with the proposed software. This software also interfaces with current record repositories and Microsoft Office 365. Staff reached out to other agencies, all of which were utilizing software from Granicus, and two of which would be going through the same process of transitioning to the One Meeting software later this year.

Staff recommends the approval of Sole Source Contract No. 24-1003122, per Contracting and Procurement Policy No. 11000, Sections VI.2 and VI.4, respectively, based on maintaining functionality, timing and migration of excess data. This software will maintain compatibility and conformity with existing products and technologies used by SBCTA. The benefit of remaining with the same vendor will allow for easy migration and maintain compatibility and functionality. This software is essential for continuance of generating Board & Policy Committee agendas and minutes.

Upon Board approval of Contract No. 24-1003122, staff is requesting that the Director of Management Services, or her designee, be authorized to execute the contract. Per Policy No. 11000, the Director of Management Services is authorized to effect final execution of

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

software agreements and/or terms and conditions for Purchase Orders and/or Contracts that have been approved by the appropriate authority.

After execution of Contract No. 24-1003122, Granicus will schedule a kickoff meeting with SBCTA, which is approximately 16 weeks out. This delay is due to the number of agencies that are also transitioning to new software, due to the end-of-life subscriptions approaching. The timeline for implementation will be approximately 9-12 months. The term of this contract will begin on August 1, 2024 through July 31, 2029, for a total amount of \$156,636.21. This includes a 5% annual escalation rate for years two through five.

Financial Impact:

This item has no financial impact on the proposed Budget for Fiscal Year 2024/2025. Costs for the contract are budgeted under Task No. 0200 Executive Administration and Support, and Task No. 0100 Board of Directors.

Reviewed By:

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

Responsible Staff:

Marleana Roman, Clerk of the Board

Approved
General Policy Committee
Date: May 8, 2024
Witnessed By:

General Contract Information

Contract No: 24-1003122 Amendment No.: _____
 Contract Class: Payable Department: Administration
 Vendor No.: 03494 Vendor Name: Granicus
 Description: One Meeting - Agenda and Meeting Management Software
 List Any Related Contract Nos.: _____

Dollar Amount					
Original Contract	\$	156,636.21	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	156,636.21	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	156,636.21

Contract Authorization

Board of Directors Date: 06/05/2024 Committee _____ Item # _____

Contract Management (Internal Purposes Only)

Other Contracts _____ Sole Source? Yes No Budget Adjustment _____
 Local _____ Services _____ 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	PA Level	Revenue Code Name	\$	\$
GL	7001	01	0200	0000	52005		43001000	156,636.21	-
							Indirect	15,000.00	-
GL	7001	01	0200	0000	56650		43001000	70,818.11	-
							Indirect	70,818.11	-
GL	1020	01	0100	0000	56650		41100000	70,818.10	-
							MSI Admin	70,818.10	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-

 Marleana Roman
 Project Manager (Print Name)

 Marleana Roman
 Task Manager (Print Name)

Additional Notes: _____

Attachment: CSS - 24-1003122 [Revision 1] (10591 : Sole Source Contract with Granicus)

THIS IS NOT AN INVOICEOrder Form
Prepared for
San Bernardino County Transportation Authority

Procurement Vehicle: NCPA (01-115) In Support of: San Bernardino County Transportation Authority

ORDER DETAILS

Prepared By: Jessica Aldred
Phone:
Email: jessica.aldred@granicus.com
Order #: Q-347133
Prepared On: 17 Apr 2024
Expires On: 31 Jul 2024

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance: 01 Aug 2024 - 31 Jul 2029

Attachment: Contract 24-1003122 Granicus One Meeting Software (10591 : Sole Source Contract with Granicus)

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Terminating Subscriptions		
Solution	Quantity/Unit	Prior Annual Fee
IQM2 - Agenda & Minutes	0 Each	\$7,171.26
SUBTOTAL:		\$7,171.26

On 01 Aug 2024, annual fees for the terminating subscription(s) shall cease.

Client will continue to have access to and use the terminating solution until the new subscription(s) is/are deployed.

Upon the deployment of Client's new solution as determined at Granicus' sole discretion, Granicus shall remove access to the Client's terminating subscription(s).

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
OneMeeting Agenda Automation - Configuration and Training	Upon Delivery	1 Each	\$2,731.05
OneMeeting Meeting Manager - Configuration and Training	Upon Delivery	1 Each	\$2,048.55
SUBTOTAL:			\$4,779.60

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Agenda Automation - Tier 2	Annual	1 Each	\$15,704.26
Meeting Management - Tier 2	Annual	1 Each	\$11,777.96
SUBTOTAL:			\$27,482.22

Attachment: Contract 24-1003122 Granicus One Meeting Software (10591 : Sole Source Contract with Granicus)



FUTURE YEAR PRICING

Solution(s)	Period of Performance			
	01 Aug 2025 - 31 Jul 2026	01 Aug 2026 - 31 Jul 2027	01 Aug 2027 - 31 Jul 2028	01 Aug 2028 - 31 Jul 2029
Agenda Automation - Tier 2	\$16,489.47	\$17,313.95	\$18,179.64	\$19,088.63
Meeting Management - Tier 2	\$12,366.86	\$12,985.20	\$13,634.46	\$14,316.18
SUBTOTAL:	\$28,856.33	\$30,299.15	\$31,814.10	\$33,404.81

Attachment: Contract 24-1003122 Granicus One Meeting Software (10591 : Sole Source Contract with Granicus)

PRODUCT DESCRIPTIONS

Solution	Description
Agenda Automation - Tier 2	Agenda Automation - Tier 2Includes: 4 workflows, 2 post workflow, 4 forms and up to 6 meeting types
OneMeeting Agenda Automation - Configuration and Training	Agenda Automation - Analysis, Setup and Configuration ServicesThese services focus on the analysis of your agenda item approval process and the designing of the forms and workflows to facilitate the submittal and approval of agenda items.
Meeting Management - Tier 2	Meeting Management - Tier 2Includes: 4 workflows, 2 post workflow
OneMeeting Meeting Manager - Configuration and Training	Meeting Manager - Analysis, Setup and Configuration ServicesThese services focus on the analysis of your agenda, minutes and miscellaneous output templates; and your live meeting process. They also include the setup and configuration of the templates, motions and votes, public speaking and comment options (if purchased) and live meeting display.

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-347133 dated 17 Apr 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of San Bernardino County Transportation Authority to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- The terms and Conditions of the Agreement 01-115 effective 08 DEC 2020 between Granicus and NCPA govern this Quote and are incorporated herein by reference, including the Master Agreement and all exhibits thereto.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	[] - No [] - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-347133 dated 17 Apr 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

San Bernardino County Transportation Authority	
Signature:	
Name:	
Title:	
Date:	

Attachment: Contract 24-1003122 Granicus One Meeting Software (10591 : Sole Source Contract with Granicus)

Minute Action

AGENDA ITEM: 7

Date: May 8, 2024

Subject:

Revise Policy No. 10122-7 - Tuition Reimbursement

Recommendation:

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

Approve revisions to Tuition Reimbursement Policy No. 10122-7 to expand the Eligible for Reimbursement category and to increase the annual amount of tuition reimbursement.

Background:

Tuition Reimbursement Policy No. 10122-7 was originally adopted by the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) in June 1997 to establish SBCTA's tuition reimbursement plan consisting of reimbursing eligible employees for the cost of tuition, up to \$1,000.00.

Proposed revisions to Policy No. 10122-7 include: a revision to Section I.3., regarding eligibility for reimbursement to allow a course with no letter grade but rather a pass/fail rating, to be eligible for tuition reimbursement if the student/staff member receives a Pass rating; a revision to Section I.4., to increase the tuition reimbursement amount from \$1,000 per fiscal year to \$2,500 per fiscal year; and a revision to Section I.6., to increase the payback period if an employee leaves SBCTA voluntarily within 24 months instead of 12 months of receiving the most recent award of tuition assistance.

Staff is recommending these policy updates as additional means to keep SBCTA's tuition reimbursement policy competitive and as a tool to attract and retain qualified employees for SBCTA service.

Financial Impact:

This item has no financial impact on the adopted Budget for Fiscal Year (FY) 2023/2024 or the proposed Budget for FY 2024/2025 as the increased reimbursement amount is sufficiently funded under the fringe benefit allocation budget.

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA's General Counsel has reviewed this item and the proposed policy revisions.

Responsible Staff:

Regina McConnell, Management Analyst I

Approved
General Policy Committee
Date: May 8, 2024

Witnessed By:

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

San Bernardino County Transportation Authority	Policy	10122-7
Adopted by the Board of Directors	June 4, 1997	Revised 01/04/17 06/05/24
Tuition Reimbursement		Revision No. 42

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 Policy Forms Revision History

I. POLICY

1. All permanent employees who have completed at least 2080 hours of consecutive service shall be eligible for tuition reimbursement pursuant to this policy.
2. The tuition reimbursement allocation will be determined in the adoption of the annual budget.
3. For reimbursement, the employee must be enrolled in an accredited college, technical school, or university, and all courses must be completed with a "C" grade or better, or Pass if the course is Pass/Fail. Employees shall obtain written approval of the Executive Director prior to their enrollment in order to receive tuition reimbursement upon successful completion of ~~a-the~~ course(s). Courses must improve knowledge and skills directly related to the applicant's current position at SBCTA, or must relate to a field compatible with the type of work performed at SBCTA as determined by the Executive Director.
4. An employee may be reimbursed up to ~~\$1,000~~ \$2,500 to cover tuition expenses incurred in any fiscal year. If total employee tuition reimbursement requests exceed available funding in a given fiscal year, reimbursement will be made on a pro rata basis, measuring total reimbursement requests against total funding available.
5. Books, supplies, mileage, lab fees and other costs are not eligible for reimbursement.
6. Tuition reimbursement payments~~Awards~~ are made at the end of the fiscal year and are strictly on a reimbursement basis after the employee submits to SBCTA satisfactory proof of successful completion of and the course(s) and the amount of tuition paid. In the case of voluntary separation of employment, any the employee shall repay to SBCTA any tuition reimbursement paid by SBCTA to the employee within 24 months of the effective date of voluntary separation at a pro-rated amount based on the number of months remaining between the effective date of the voluntary separation and the number of full months remaining in the 24-month period since the date(s) of SBCTA's reimbursement payment~~within 1224 months of the most recent award of tuition assistance, the employee shall repay a pro-rated amount to SBCTA.~~

II. FORMS

- Form 9, Tuition Reimbursement Application
- Form 10, Tuition Reimbursement Approval

III. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted.	06/04/97

1	Revised to be consistent with SB1305. Change approved by the Board on January 4, 2017, Agenda Item 6.	01/04/17
2	<u>Par.1.3: Revised "C" grade or better...to "C" grade or better, or Pass if the course is Pass/Fail.</u> <u>Par. 1.4: Revised "reimbursed up to" amount from \$1,000 to \$2,500.</u> <u>Par. 1.6: Revised "separation by the employee within" from 12 months to 24 months.</u>	Pending 06/05/24

San Bernardino County Transportation Authority	Policy	10122-7
Adopted by the Board of Directors	June 4, 1997	Revised
		06/05/24
Tuition Reimbursement	Revision No.	2

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

Table of Contents

| Policy | Forms | Revision History |

I. POLICY

1. All permanent employees who have completed at least 2080 hours of consecutive service shall be eligible for tuition reimbursement pursuant to this policy.
2. The tuition reimbursement allocation will be determined in the adoption of the annual budget.
3. For reimbursement, the employee must be enrolled in an accredited college, technical school, or university, and all courses must be completed with a "C" grade or better, or Pass if the course is Pass/Fail. Employees shall obtain written approval of the Executive Director prior to their enrollment in order to receive tuition reimbursement upon successful completion of the course(s). Courses must improve knowledge and skills directly related to the applicant's current position at SBCTA, or must relate to a field compatible with the type of work performed at SBCTA as determined by the Executive Director.
4. An employee may be reimbursed up to \$2,500 to cover tuition expenses incurred in any fiscal year. If total employee tuition reimbursement requests exceed available funding in a given fiscal year, reimbursement will be made on a pro rata basis, measuring total reimbursement requests against total funding available.
5. Books, supplies, mileage, lab fees and other costs are not eligible for reimbursement.
6. Tuition reimbursement payments are made at the end of the fiscal year and are strictly on a reimbursement basis after the employee submits to SBCTA satisfactory proof of successful completion of the course(s) and the amount of tuition paid. In the case of voluntary separation of employment, an employee shall repay to SBCTA any tuition reimbursement paid by SBCTA to the employee within 24 months of the effective date of voluntary separation at a pro-rated amount based on the number of months remaining between the effective date of the voluntary separation and the number of full months remaining in the 24-month period since the date(s) of SBCTA's reimbursement payment.

II. FORMS

Form 9, Tuition Reimbursement Application

Form 10, Tuition Reimbursement Approval

III. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted.	06/04/97
1	Revised to be consistent with SB1305. Change approved by the Board on January 4, 2017, Agenda Item 6.	01/04/17
2	Par.1.3: Revised "C" grade or better...to "C" grade or better, or Pass if the course is Pass/Fail. Par. 1.4: Revised "reimbursed up to" amount from \$1,000 to \$2,500. Par. 1.6: Revised "separation by the employee within" from 12 months to 24 months.	06/05/24

Minute Action

AGENDA ITEM: 8

Date: May 8, 2024

Subject:

Contract Amendments for Motorist Assistance Call Answering Center Services

Recommendation:

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

A. Approve Amendment No. 3 to Contract No. 18-1001961 with AAMCOM, LLC to extend the term by one year to June 30, 2025, increase the contract price by \$112,317 for a total not-to-exceed amount of \$1,244,070 to be funded with Safe Vehicle Registration Fees Funds, and amend the Scope of Work to address and clarify the need to incorporate real-time text technology to support existing call box text telephony technology.

B. Approve the waiver of the five-year maximum contract term for Contract No. 18-1001961 as defined in Policy No. 11000 to allow AAMCOM, LLC to continue to provide Call Box Call Answering Center Services.

C. Approve Amendment No. 1 to Cooperative Agreement No. 19-1002101 with Orange County Transportation Authority and Riverside County Transportation Commission to revise the term to June 30, 2025, and increase the receivable amount by \$72,045, for a total receivable not-to-exceed amount of \$1,102,045, for the provision of Motorist Call Answering Center Services.

Background:

On November 6, 2018, the San Bernardino County Transportation Authority (SBCTA) released a Request for Proposals (RFP) seeking a firm knowledgeable and experienced in providing call box call answering center software and call box call answering center services for motorist assistance programs. SBCTA was the lead on releasing this joint RFP on behalf of SBCTA, Orange County Transportation Authority (OCTA), and Riverside County Transportation Commission (RCTC), who all operate call box programs within their geographical areas and required updated call answering software and call answering services. The scope of work for this contract also incorporated software and services for OCTA's mobile call box program that motorists can utilize to receive motorist assistance by calling 511 when on a freeway or highway within Orange County. SBCTA and RCTC do not currently operate a mobile call box program but are working with the California Highway Patrol (CHP) to provide this service option; therefore, the scope of work also incorporates future programs for SBCTA and RCTC. In addition, SBCTA currently uses a call answering center to conduct a customer service survey for motorists assisted by SBCTA's Freeway Service Patrol (FSP) program, which is included in the scope of work. The FSP survey is available to motorists through an online website, but a phone number is provided for motorists who do not have access to the internet. The history of the execution of contracts and amendments with AAMCOM LLC, OCTA, and RCTC is provided below.

On March 6, 2019, the SBCTA Board of Directors (Board) executed Contract No. 18-1001961 with AAMCOM, LLC to provide call box call answering services for SBCTA, RCTC, and OCTA. On April 3, 2019, the Board approved Cooperative Agreement No. 19-1002101 with
Entity: San Bernardino County Transportation Authority

General Policy Committee Agenda Item

May 8, 2024

Page 2

OCTA and RCTC for the provision of Motorist Assistance Call Answering Center Services. SBCTA is the lead in administering the contract, with quarterly reimbursements from OCTA and RCTC, pursuant to Cooperative Agreement No. 19-1002101, in the amounts of \$850,000 and \$180,000, respectively, for the costs of services rendered on their behalf.

On November 14, 2019, the SBCTA Executive Director approved Amendment No. 1 to Contract No. 18-1001961 with AAMCOM, LLC for the Pilot Lyft Concierge (Lyft) demonstration project to provide a full subsidy of fares for passengers of the Metrolink or Omnitrans services using a private transportation provider to transport them from the designated Metrolink Commuter Rail stations to or from the Ontario International Airport (ONT). Lyft provided a telephone option for customers lacking access to the Lyft mobile application, to reserve a Lyft ride. On May 4, 2020, the SBCTA Executive Director approved Amendment No. 2 to Contract No. 18-1001961 with AAMCOM, LLC to provide additional training, development, and launch of the Lyft program. The Lyft program ended in January 2022. The AAMCOM, LLC contract has an expiration date of June 30, 2024.

In July 2023, RFP No. 23-1002963 was released for call box call answering center services. However, after much outreach only one proposal was received by the RFP deadline on August 25, 2023. An evaluation committee was convened; however, the one proposal received was determined to be non-responsive. It should be noted that the one proposal received was not from AAMCOM, LLC. In a follow-up discussion with AAMCOM, LLC, management mentioned that they regrettably missed the proposal submittal deadline. AAMCOM, LLC noted that it was their intention to submit a proposal and unfortunately missed the deadline.

AAMCOM, LLC has provided call box call answering center services for OCTA, RCTC, and SBCTA since 2019. AAMCOM, LLC is currently the only call answering center provider in the State of California (State) actively providing privatized call box call answering services, based upon research conducted by staff. Staff has reached out to all the call box agencies throughout the State and have confirmed that all of the agencies that have privatized their call box answering services are contracted with AAMCOM, LLC.

Multiple options were subsequently explored by SBCTA staff. Of the options, staff is proposing a one-year extension of Contract No. 18-1001961 with AAMCOM, LLC. Another option may have included releasing a new RFP, and staff may need to consider this more seriously going forward.

To summarize the recommendations, staff is recommending approval of a one-year contract extension with AAMCOM, LLC under Contract No. 18-1001961 until June 30, 2025, for a not-to-exceed amount of \$1,244,070. The original contract with AAMCOM, LLC was executed in 2019 based upon pre-pandemic price rates and set to expire on June 30, 2024. Several changes have occurred in the financial aspect of doing business and labor, therefore a price increase was necessary to carry out the required services. As part of this contract amendment, staff is seeking approval to amend the existing scope of work to allow AAMCOM, LLC to transition to real-time text (RTT) service in order to support the text telephony (TTY) component of the call boxes and to ensure compliance with the Americans with Disabilities Act (ADA). This transition is necessary as the Federal Communications Commission (FCC) has determined that cellular

providers are no longer required to support TTY devices, therefore the transition to RTT is necessary.

Staff is also recommending an amendment to revise the term to June 30, 2025, for Cooperative Agreement No.19-1002101 with OCTA and RCTC for payment of costs of services rendered on their behalf, in the increased amounts of \$906,917 and \$195,128 respectively.

By approving these agreements, there will be zero interruption of the call box call answering services for the motoring public for San Bernardino, Orange, and Riverside Counties.

Please note that the amendments will be provided separately prior to the General Policy Committee meeting.

Financial Impact:

The item is included in the Adopted Budget for Fiscal Year (FY) 2023/2024 and included in the Proposed FY 2024/2025 Budget funded with SAFE-Vehicle Registration Fees and SAFE Reimbursement in Program 15, Commuter and Motorist Assistance and Local Transportation Funds - Rail in Program 30, Transit.

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel, Procurement Manager and Enterprise Risk Manager have reviewed this item and are working with staff to finalize the draft amendments.

Responsible Staff:

Kelly Lynn, Chief of Air Quality & Mobility Programs

Approved
General Policy Committee
Date: May 8, 2024
Witnessed By:

Minute Action

AGENDA ITEM: 9

Date: May 8, 2024

Subject:

Status Update on the Smart County Master Plan

Recommendation:

Receive a status update on the Smart County Master Plan.

Background:

On October 6, 2021, the San Bernardino County Transportation Authority (SBCTA) and San Bernardino Council of Governments (SBCOG) Board of Directors (Board) created an Emerging Technology Ad Hoc Committee (Ad Hoc) with the intent to look broadly at a range of technologies applicable to transportation and delivery of local government services. Early discussions of the Ad Hoc began with options for signal synchronization projects, smart corridors, and other technologies that could be implemented across the region. However, it became clear that development of a strategic plan identifying needs, early action options, and a build-out plan that provides the cities and county a projects list, funding opportunity information, and a prioritization of potential initiatives to consider, would be a valuable resource to focus future technology implementation countywide. The Ad Hoc directed staff to identify funding options, including potential contributions from the County of San Bernardino (County) to complete a plan, as well as having a joint procurement for consultant support on the San Bernardino Valley Coordinated Traffic Signal System (SBVCTSS) using SBCTA funds.

On December 7, 2022, the Board accepted \$1,000,000 from the County to complete the full funding for the development of the Smart County Master Plan (SCMP). In addition to the County contribution, SBCTA contributed \$500,000 in Measure I Valley Transportation Management System (TMS) funds, inclusive of \$250,000 in contingency funds if necessary, for development of the SCMP in combination with the SBVCTSS. The SCMP is envisioned to be a guide for the region in identifying and prioritizing projects that improve the infrastructure and telecommunications in the region. The SCMP is divided into two phases, the Early Action Plan and the full Master Plan. The Early Action Plan, which identifies the “low hanging fruit” that the region can implement should there be resources available, was completed in fall of 2023. Since its completion, staff has been working on the development of the full Master Plan, which will be completed by the end of 2024.

Through extensive outreach and understanding the needs identified by the member agencies and the stakeholders, staff has identified considerations and a path forward with the input, through a workshop held in February 2024, of the City/County Managers’ Technical Advisory Committee and Information Technology (IT) Working Group comprised of IT staff from the member agencies.

The attached presentation gives insight into the path forward for SBCTA/SBCOG and local jurisdiction partners and the range of considerations for implementation of project and program options.

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

General Policy Committee Agenda Item

May 8, 2024

Page 2

Financial Impact:

This item has no financial impact on the proposed Budget for Fiscal Year 2024/2025.

Reviewed By:

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

Responsible Staff:

Monique Reza-Arellano, Chief of COG and Equity Programs

Approved
General Policy Committee
Date: May 8, 2024

Witnessed By:

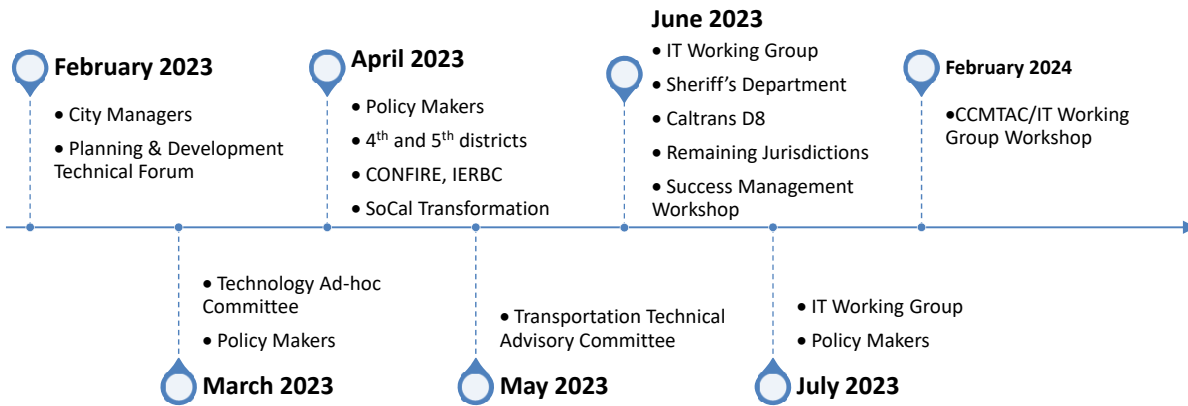
San Bernardino Smart County Master Plan

Status Update



May 2024

Recap of Engagement



Smart County Needs

Need Categories	Addressed in Early Action Plan/Total
Traffic Management	5/6
Freight Management	0/4
Traveler Information	0/5
Public Safety	1/4
Data Sharing	1/8
Equity and Environment	7/11
Operations and Maintenance	0/4
Performance Metrics	0/2
Totals	14/44

3



Early Action Plan

- Broadband
- Smart Intersections
- Smart Corridors
- Advanced Traffic Information Systems and Emergency Management Systems
- CAD-to-CAD
- Zero Emission Vehicles

4



San Bernardino Smart County Master Plan



Smart County Next Steps

Framework Element	Considerations
Prioritization	What will benefit the most people? What is the most critical need ?
Policy & MOUs	Which policies would provide quick wins ? Which would benefit the most agencies?
Schedule	How long will it take to program these projects? Where do we want to be in 5 years?
Operations & Maint.	Should maintenance be approached by individual agency or regionally ? What MOU's/Cooperative Agreements are needed?
Budget/Funding	What costs can we expect if we move forward? How should we fund?
Performance Metrics	What do we want to measure? How do we want to report findings ?
Sustainability	How do we ensure these recommendations are implemented and sustainable ?
Outreach	What do local governments need to be able to facilitate community outreach ?
Staffing Considerations	What skills and time commitments are needed to accomplish the recommendations?



Public Safety

Need: Regional/Joint Operations Center to provide more efficient operations throughout the county

Project Ideas

- Emergency Operations Center focus – central dispatch (Chino coordination)
- Genasys (ZoneHaven) - City of Alameda Smart City Plan, Countywide Centralized Asset Management-Central Square Enterprise Asset Management Software, CAD-to-CAD

Considerations

- Is there a desire to have more coordinated regional services?
- What will a regional/joint operations center look like?



7



Data Sharing Agreements

Purpose: To share data between agencies and between departments within agencies.

Project Ideas

- Need to review what data makes sense to share, with participation on voluntary basis
- Review, update and sign new data sharing agreements among the agencies
 - Understand each agency's available data
 - Understand each agency's ability to share data (legal vs. policy)
 - Does the agency own the data to be able to share it?
 - Aggregate and de-identify data to remove privacy issues. (PII)
 - Consider all agreement terms, i.e. cost, transfer, storage, usage, destruction

Considerations

- Are there data gaps?
- Is there a central repository for de-identified data?
- Consider contract terms or privacy policy language to ensure data is available to be shared.

8



Data Governance

Need: Data governance plans need to be updated to keep up with new technology.

Project Ideas

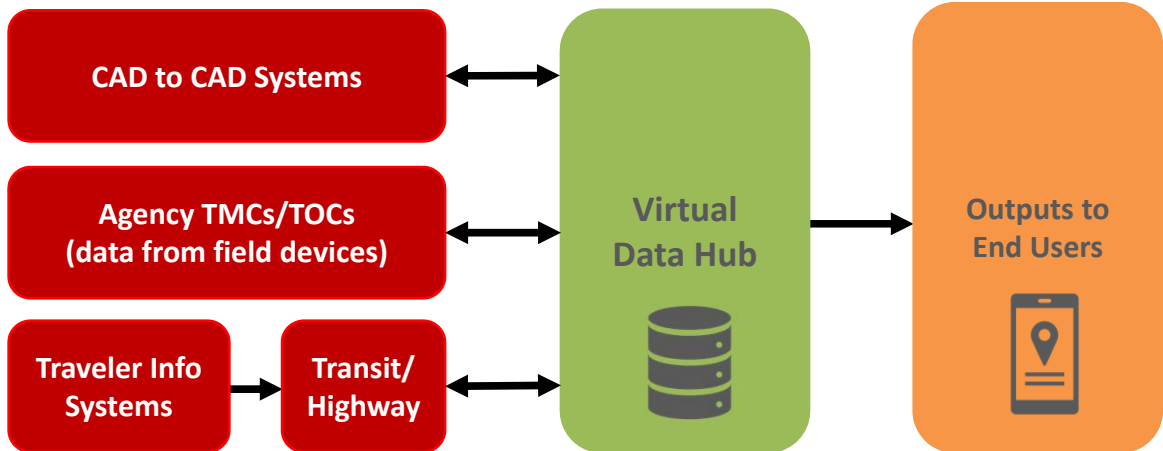
- Updated Data Governance Plan for each agency
- Create an IT best practices working group to better understand, share experiences and consider how best to execute technology within the region (secure communications, data storage, cybersecurity, data sharing, technology procurement)

Considerations

- How often to plans need updated?
- Can there be shared roles between agencies?
- Are there opportunities for larger trainings for all agencies?



Concept of Operations

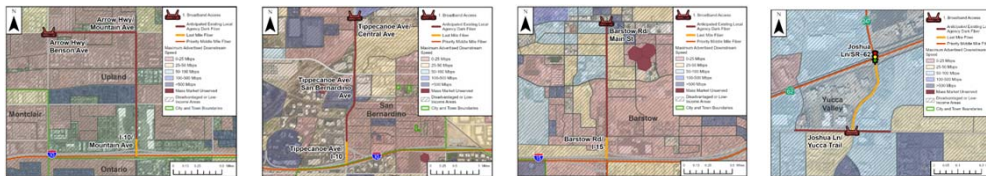


Broadband

Need/Example: Leverage the State Middle Mile network build-out to: 1) bridge the digital divide; 2) improve agencies' communications network enabling cutting edge ITS capabilities; and 3) enhance connectivity to small businesses which are the job creating engine of the economy

Project Ideas

- Sites have been identified in the Early Action Plan
- Further develop sites with interested agencies to apply for CASF Broadband Infrastructure Grant Account



Considerations

- What locations should take priority? What funding options best align with these?
- What actions are needed to implement the Q1-Q2 2024 grant strategy?

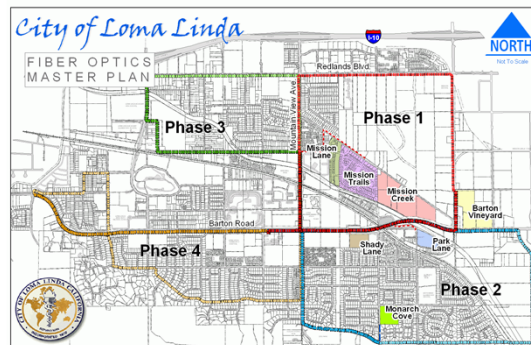
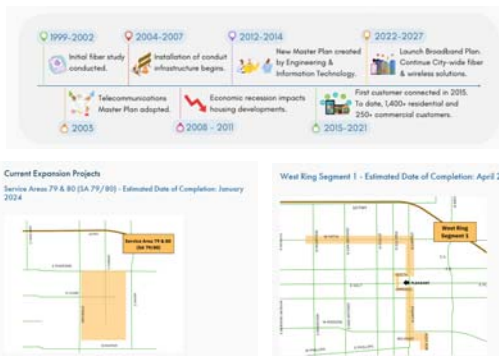


Broadband Expansion Under Full Plan

City of Ontario OntarioNet

Municipal broadband network models that include Small Business Users to expand upon...

City of Loma Linda LLCCP



Projects/Programs to take to the TTAC

- Alternative Fuels
- Traffic Management/Traveler Information
- Freight Management
- Transit



13

San Bernardino Smart County Early Action Plan

Questions?



cog

San Bernardino
Council of Governments

Minute Action

AGENDA ITEM: 10

Date: May 8, 2024

Subject:

Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts

Recommendation:

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

- A. Award Contract No. 24-1003130 to MNS Engineers, Inc., for On-Call Planning Services for a five-year contract with two one-year option terms for an amount described in Recommendation I.
- B. Award Contract No. 24-1003133 to Michael Baker International, Inc., for On-Call Planning Services for a five-year contract with two one-year option terms for an amount described in Recommendation I.
- C. Award Contract No. 24-1003135 to PlaceWorks for On-Call Planning Services for a five-year contract with two one-year option terms for an amount described in Recommendation I.
- D. Award Contract No. 23-1003018 to Dudek for On-Call Planning Services for a five-year contract with two one-year option terms for an amount described in Recommendation I.
- E. Award Contract No. 24-1003136 to HNTB Corporation for On-Call Planning Services for a five-year contract with two one-year option terms for an amount described in Recommendation I.
- F. Award Contract No. 24-1003131 to Mott MacDonald Group, Inc., for On-Call Planning Services for a five-year contract with two one-year option terms for an amount described in Recommendation I.
- G. Award Contract No. 24-1003132 to Fehr & Peers, Inc., for On-Call Planning Services for a five-year contract with two one-year option terms for an amount described in Recommendation I.
- H. Award Contract No. 24-1003134 to Raimi & Associates, Inc., for On-Call Planning Services for a five-year contract with two one-year option terms for an amount described in Recommendation I.
- I. Approve a total not-to-exceed amount of \$5,000,000 over five years, funded by Measure I and Local Transportation Fund – Planning funds for Planning and the Council of Governments (COG) Fund for the Council of Governments On-Call services, and a total not-to-exceed amount of \$18,281,950 for Regional Early Action Planning (REAP) 2.0, for a combined total not-to-exceed amount of \$23,281,950 for the bench as shown in Recommendations A-H, and up to \$1,000,000 per year for the two one-year option terms, to be funded with Measure I, Local Transportation Fund - Planning, and Council of Governments funds, for a total not-to-exceed amount of \$25,281,950 including the option terms.
- J. Approve an exception to Policy No. 11000, VIII. B.4.c.i., and authorize the Executive Director, or his designee, to execute specific competitive Contract Task Orders (CTO) as described in the background for Planning, COG, and REAP 2.0 programs that are in excess of \$500,000, as identified in Table 2.

Entity: San Bernardino County Transportation Authority

General Policy Committee Agenda Item

May 8, 2024

Page 2

Background:

The San Bernardino County Transportation Authority (SBCTA) is the transportation planning agency in San Bernardino County. San Bernardino Associated Governments, a Joint Powers Authority, operates as the San Bernardino Council of Governments (SBCOG). The Planning and Regional Programs Department (Department) at SBCTA is involved in various programs that carry out the continuing responsibilities of SBCTA and SBCOG to prepare key planning documents that provide the framework for transportation and sustainability program delivery. As the Department carries out its work plans and programs, it sometimes requires transportation and land use planning administrative support.

SBCTA released Request for Proposals (RFP) 23-1003018 on November 2, 2023, seeking firms knowledgeable and experienced to develop an On-Call Bench for Planning/COG and the grant-funded Regional Early Action Planning (REAP) 2.0 work. The On-Call Bench consisted of ten categories to which firms had to submit a proposal for categories in which they were interested. Categories for the bench are listed below:

Table 1 - Category	
1	Active Transportation Program
2	Transportation Modeling
3	Transportation Planning
4	Sustainability Planning
5	Climate Change and Adaptation Planning
6	General SBCTA/SBCOG Staff Support
7	Grant Writing/Management Services
8	Housing/General Plan/Local Planning Support
9	Project Management and Controls
10	Housing and Community Development / Southern California Association of Governments (SCAG) Regional Early Action Planning (REAP) 2.0 Implementation
10A	County Transportation Commission Partnership Program (CTCPP)
10B	Subregional Partnership Program (SRP)
10C	Notice of Funds Available for Lasting Affordability Program (NOFA)
10D	Housing Infill on Public and Private Lands (HIPP) Program
10E	Regional Utilities Supporting Housing (RUSH) Program
10F	Sustainable Communities Program – Civic Engagement, Equity, Environmental Justice (SCP – CEEEJ)

The RFP notification for this project was received by 582 consultants registered on PlanetBids and was downloaded by 53 firms.

On December 1, 2023, SBCTA received 18 proposals, from the following firms:

Vendor Name
Alta Planning + Design
Dudek
Estolano Advisors
Fehr & Peers

San Bernardino County Transportation Authority

General Policy Committee Agenda Item

May 8, 2024

Page 3

HNTB Corporation
Iteris, Inc.
KOA Corporation
Linscott Law & Greenspan Engineers
LSA Associates, Inc.
Mark Thomas & Company
Michael Baker International, Inc.
MNS Engineers
Mott MacDonald
Paragon Partners Consultants, Inc.
PlaceWorks
Raimi + Associates
SCANPH
Toole Design Group, LLC

The Evaluation Committee (Committee) consisted of four SBCTA staff and two SCAG staff. The procurement professional reviewed each proposal to determine whether it was responsive to the requirements of the RFP. All proposals were found to be responsive. Each panel member independently read and scored each firm's proposal and on January 16, 2024, the Committee met to evaluate and rank the firms based on qualifications, related experience, reference scores, staffing and organization, and work plan. The panel members individually scored the proposals based on the following evaluation criteria: Qualifications of the Firm – 30 points, Proposed Staffing and Project Organization – 30 points, Work Plan - 30 points, and Price - 10 points, for a total of 100 points.

From January 23rd through January 25th, the following firms were invited to in-person interviews to further assess their firms' capabilities in being able to fulfill the obligations of the scope of work.

- Alta Planning + Design
- Dudek
- Fehr & Peers
- HNTB Corporation
- Iteris, Inc.
- KOA Corporation
- LSA Associates, Inc.
- Mark Thomas & Company
- Michael Baker International Inc.
- MNS Engineers
- Mott MacDonald
- PlaceWorks
- Raimi + Associates
- Toole Design Group, LLC

The Committee independently scored each firm based on the firms' answers to questions pertaining to the categories for which they submitted a proposal. This method was also used for establishing the Planning/SBCOG On-Call Bench established in 2019.

The interview and technical proposal were weighted 40% and 60%, respectively. The firms clearly demonstrated a thorough understanding of the scope of work and proposed an overall

San Bernardino County Transportation Authority

General Policy Committee Agenda Item

May 8, 2024

Page 4

solid team. As a result of the scoring, the Committee recommended that the contract to perform the scope of work, as outlined in RFP No. 23-1003018, be awarded to the following eight firms for each category corresponding to Table 1 above.

Vendor Name	Category
Dudek	4, 5, 6, 8, 9, 10B, 10C, 10D
Fehr & Peers	1, 2, 3, 6, 10A
HNTB Corporation	7, 10A
Michael Baker International, Inc.	1, 6, 7, 8, 10B, 10D
MNS Engineers	6, 7, 8, 10A, 10B
Mott MacDonald	7, 9
PlaceWorks	4, 5, 8
Raimi + Associates	4, 10B

Firms were not awarded for categories 10E and 10F due to the nature of SCAG's administration of each program. The Regional Utilities Supporting Housing (RUSH) Program (10E) will be led by jurisdictions who were directly awarded the funds. SCAG will be handling the procurement for the SCP – CEEJ. The RFP for this On-Call bench was released prior to final award notifications and negotiations with SCAG.

As noted in the contract, the total not-to-exceed amount for all Contract Task Orders (CTOs) issued to consultants is \$5,000,000 over five years for Planning and COG, and \$18,281,950 for REAP 2.0 (total not-to-exceed amount of \$23,281,950) for a term through June 30, 2029 with the ability to extend the agreement with two one-year option terms of \$1,000,000 per year. Since the REAP 2.0 funds have recently been included as a discussion item under the California State (State) budget process, any future CTOs under the REAP 2.0 Program will not be released until funds are secured through the State budget. SBCTA/SBCOG retains control over whether and when funds are spent on consultant engagements through task orders. Approval of the CTOs is important so that the planning work not related to REAP 2.0 can continue, given that current CTO contracts expire on June 30, 2024.

Due to the nature of the REAP 2.0 grant program and the expectation that individual award amounts will be higher than \$500,000 for each REAP 2.0 sub-category, this item also recommends authorizing the Executive Director, or his designee, to release specific CTOs greater than \$500,000, providing an exception to Policy No. 11000, Section VIII. B.4.c.i. The potential CTOs projected to be greater than \$500,000 are:

Table 2 - CTOs Expected to be Over \$500,000

CTO	Category	5 Year Total
2	Project Controls Staffing Support for Planning and COG	\$1,500,000
3	Sustainability Program Support for Planning and COG	\$550,000
4	Active Transportation Support	\$550,000
5	General Staff Support for Planning and COG	\$750,000
6	Transportation Planning Support	\$600,000
7	Grant Management and Writing Support	\$600,000
10	REAP 2.0 Vehicle Miles Traveled Mitigation bank	\$3,000,000
11	REAP 2.0 Multi-Modal Complete Streets Program	\$6,519,868
12	REAP 2.0 NOFA Program	\$5,000,000
13	REAP 2.0 HIPP Program	\$720,000
14	REAP 2.0 Subregional Partnership Program (SRP)	\$2,367,317

Subsequent to the approval of this item, staff will release CTOs consistent with the categories identified above, and the firms selected for that specific category will be able to submit proposals. For the REAP 2.0 projects, SBCTA/SBCOG staff will work in partnership with each individual jurisdiction that received REAP 2.0 funds when selecting the firms from the above on-call bench list. Each individual jurisdiction will be invited to participate in the selection process for the CTOs associated with REAP 2.0 projects.

Financial Impact:

This item required an amendment to the Fiscal Year 2023/2024 Budget. The Budget Amendment was approved by the Board in November 2023. The budget related to this item has been incorporated into the Fiscal Year 2024/2025 Budget.

Reviewed By:

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

Responsible Staff:

Josh Lee, Deputy Director of Planning

Approved
General Policy Committee
Date: May 8, 2024

Witnessed By:

General Contract Information

Contract No: 24-1003130 Amendment No.: _____
 Contract Class: Payable Department: Planning and Regional
 Vendor No.: _____ Vendor Name: MNS Engineers, Inc.
 Description: On-Call Planning/COG/REAP 2.0 Bench

List Any Related Contract Nos.: _____

Dollar Amount					
Original Contract	\$	4,080,119.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	4,080,119.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	4,080,119.00

Contract Authorization

Board of Directors _____ Date: 06/05/2024 Committee _____ Item # _____

Contract Management (Internal Purposes Only)

Other Contracts _____ Sole Source? No Administrative Budget Adjustment _____
 State/Local _____ Professional Services (Non-A&E) _____ N/A _____

Accounts Payable

Estimated Start Date: 07/01/2024 Expiration Date: 06/30/2029 Revised Expiration Date: _____
 NHS: N/A _____ N/A Prevailing Wage: N/A _____

							Total Contract Funding:	Total Contingency:	
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$
GL	1035	20	0404	0000	52005		41200000		
							Sales Tax-LTF	100,000.00	-
GL	4180	20	0404	0000	52005		41100000	100,000.00	-
							Sales Tax-MSI		
GL	6010	20	0404	0411	52005		42905005	50,000.00	-
							SCAG_REAP 2.0 CTC		
GL	6010	20	0404	0412	52005		42905005	993,300.00	-
							SCAG_REAP 2.0 CTC		
GL	6010	20	0404	0413	52005		42905005	750,750.00	-
							SCAG_REAP 2.0 CTC		
GL	6010	20	0404	0415	52005		42905005	290,498.00	-
							SCAG_REAP 2.0 CTC		
GL	6010	20	0404	0416	52005		42905005	513,381.00	-
							SCAG_REAP 2.0 CTC		
GL	6010	20	0404	0417	52005		42905005	870,361.00	-
							SCAG_REAP 2.0 CTC		
GL	6001	25	0511	0225	52005		42905006	411,829.00	-
							SCAG_REAP 2.0		

Mairany Anaya
 Project Manager (Print Name)

Steven Smith
 Task Manager (Print Name)

Additional Notes: _____

Attachment: 24-1003130 MNS Engineers, Inc. CSS [Revision 2] (10087 : Award of On-Call Planning and Regional Early Action Planning 2.0

CONTRACT NO. 24-1003130**BY AND BETWEEN****SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY****AND****MNS ENGINEERS, INC.****FOR****ON-CALL BENCH FOR PLANNING/SAN BERNARDINO ASSOCIATED
GOVERNMENTS (SBCOG) AND REGIONAL EARLY ACTION PLANNING (REAP) 2.0**

This contract ("Contract") is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and MNS Engineers, Inc. ("CONSULTANT"), whose address is 201 N. Calle Cesar Chavez, Suite 300, Santa Barbara, CA 93103. 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 Categories 6, 7, 8, 10A and 10B of Exhibit A "Scope of Work" ("Work"), in accordance with all applicable professional standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined herein, but only upon SBCTA's issuance of and in accordance with the terms and instructions contained in one or more written Contract Task Orders ("CTO") executed by both parties. The word "Work" includes without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by

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

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

ARTICLE 2. CONTRACT TERM

The Contract term shall commence upon issuance of a written Notice To Proceed or Notice of Executed Contract (NTP) issued by SBCTA's Procurement Division, and shall continue in full force and effect through June 30, 2029, until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any Work performed or costs incurred prior to issuance of the NTP.

SBCTA at its sole discretion may extend the original term of the Contract for two (2) option terms. The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed June 30, 2031.

ARTICLE 3. COMPENSATION

- 3.1 Total compensation to CONSULTANT for full and complete performance of Services in compliance with all the terms and conditions of this Contract and any CTOs issued, shall not exceed the amount set forth in 3.2 below.
- 3.2 The total Not-To-Exceed Amount for all CTOs issued to CONSULTANT is Twenty-Three Million Two Hundred Eighty-One Thousand Nine Hundred Fifty Dollars (\$23,281,950). All services shall be reimbursed pursuant to the hourly labor rates identified in Exhibit B "Price Proposal" and the executed CTO. The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and shall include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amount identified in Exhibit B. The SBCTA will not reimburse for any expenses not shown in Exhibit B.

Escalation shall be at a specific rate, as shown on the Bureau of Labor Statistics Employment Cost Index for Total Compensation for private industry workers, Table 5, Private Industry Workers, Occupational Group "Professional and Related" or its successor. The Employment Cost Index will be annually adjusted, apply total benefits for the private industry economic sector, not to be seasonally adjusted, but will include a 12-month percent change. Escalation shall commence as of July 1, 2024, and shall be applied each July (i.e., July 1st) for the term of the Contract.

- 3.3 As the need for On-Call Planning Services are required, SBCTA will issue a request for CTOs based on services and costs identified in 3.2 above. SBCTA does not guarantee any certain number of CTOs will be issued during the term of this Contract. Award of CTOs is at the sole discretion of SBCTA.
- 3.4 Intentionally Omitted.3.5 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Contract, shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.
- 3.5.1 CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 3.5.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31, or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be repaid by CONSULTANT to SBCTA.
- 3.5 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.

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 prepared in accordance with the instructions below.. Payment shall not be construed to be an acceptance of Work.
- 4.2 CONSULTANT shall prepare invoices in a form satisfactory to and approved by SBCTA, which shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a four-week billing period and will be marked with SBCTA's contract number, description and task order number, if applicable. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice except for the month of June, which will require the invoice to be submitted by July 10th. Invoices shall include request for payment for Work (including additional services authorized by SBCTA) completed by CONSULTANT during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT's sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCTA has received and approved all Work and deliverables. Invoices should be e-mailed to SBCTA at the following address:

ap@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 reasonable 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

- 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 Project Manager. CONSULTANT shall not substitute any Key Personnel without the prior written consent of SBCTA. In the event that the Parties cannot agree as to the substitution of Key Personnel, SBCTA may terminate this Contract. Key Personnel are:

Name	Job Classification/Function
Peter Minegar	Principal-in-Charge for Categories 6, 8, 10A, 10B
Emily Elliott	Contract Manager for Categories 6, 8, 10B
Trayci Nelson	Technical Manager for Categories 6, 8, 10B
Greg Jaquez	Grant Writing Manager for Category 7
Brandon Reyes	Transportation Principal for Category 10A

ARTICLE 16. REPRESENTATIONS

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

ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

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

ARTICLE 18. TERMINATION

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

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

ARTICLE 19. STOP WORK ORDER

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

ARTICLE 20. CLAIMS

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

ARTICLE 21. INSURANCE

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

21.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than \$1,000,000 per claim
- An annual aggregate limit of not less than \$2,000,000
- 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 or maintain continuous coverage for a minimum of five (5) years after Contract completion provided that such coverage is commercially available.

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 **\$1,000,000 each occurrence**, \$2,000,000 aggregate.
- 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, duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
 - \$1,000,000, \$2,000,000 aggregate per occurrence limit for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury
- If a general aggregate applies, it shall apply separately to this project/location. The contract no. and brief explanation of the project/work must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

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

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

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

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 **\$1,000,000** each accident. This total limits of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
- Combined Bodily Injury and Property Damage Liability insurance. The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

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 \$1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA in the care, custody, or control of the CONSULTANT. If not covered under the CONSULTANT's liability policy, such "property" coverage of SBCTA may be endorsed onto the CONSULTANT's Cyber Liability Policy as covered property as follows:

Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of SBCTA that will be in the care, custody, or control of CONSULTANT.

21.1.8 Railroad Protective Liability. Intentionally Omitted

21.2. General Provisions

- 21.2.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VII or better and if policies are written by insurance carriers that are non- admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-X or better, unless otherwise approved in writing by SBCTA’s Risk Manager.
- 21.2.2 Additional Insured Coverage. All policies, except those for Workers’ Compensation and Professional Liability insurance, shall be endorsed by an ISO Form CG 20 43, or if not available, then ISO Form that provides substantially equivalent coverage, to name San Bernardino County Transportation Authority, San Bernardino Associated Governments (operating as San Bernardino Council of Governments or SBCOG), their officers, directors, members, employees, and agents, as additional insureds (“Additional Insureds”). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for any additional insured to vicarious liability, but shall allow coverage for the additional insureds to the full extent provided by the policy.
- 21.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA’s Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA’s Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager’s name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.
- 21.2.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self- insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-CONSULTANTS to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any

deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. Without SBCTA's Risk Manager's expressed written approval no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The CONSULTANT's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any CONSULTANT's deductible or SIR.

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

SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.

21.2.8 Non-Limitation of Insurance Requirements. The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the CONSULTANT's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the CONSULTANT shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the CONSULTANT is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the CONSULTANT arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Subcontractor. The CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.

21.2.9 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

21.2.10 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.

21.2.11 Project Specific Insurance. Intentionally Omitted

- 21.2.12 No Representations or Warranties. SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONSULTANT against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.
- 21.2.13 Review of Coverage. SBCTA may at any time review the coverage, form, and amount of insurance required under this contract, and may require the CONSULTANT to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk that exists at that time. SBCTA may change the insurance coverages and limits required under this contract by notice to the CONSULTANT, whereupon the CONSULTANT will, within sixty (60) days of such notice date, procure the additional and/or modified insurance coverages. Upon such change any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Contract amendment.
- 21.2.14 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultant(s) to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.
- 21.2.15 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.
- 21.2.16 Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 22. INDEMNITY

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

CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by SBCTA) SBCTA, SBCOG and its Entities, and their authorized officers, employees, agents and volunteers (collectively "Indemnitees"), from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of the professional to the maximum extent permitted by Civil Code Section 2782.8.

22.2 For all other Work and obligations under this Contract, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA,

SBCOG and its Entities, and their authorized officers, employees, agents and volunteers (“Indemnitees”), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by SBCTA on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CONSULTANT’s indemnification obligation applies to SBCTA’s “active” as well as “passive” negligence, but does not apply to SBCTA’s “sole negligence” or “willful misconduct” within the meaning of Civil Code section 2782.

ARTICLE 23. ERRORS AND OMISSIONS

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

ARTICLE 24. OWNERSHIP OF DOCUMENTS

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

ARTICLE 25. SUBCONTRACTS

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

ARTICLE 26. RECORD INSPECTION AND AUDITING

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

ARTICLE 27. INDEPENDENT CONTRACTOR

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

ARTICLE 28. ATTORNEY'S FEES

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

ARTICLE 29. GOVERNING LAW AND VENUE

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

ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 31. PRECEDENCE

31.1 The Contract consists of the following: Contract Articles, Exhibit A "Scope of Work," and Exhibit B "Price Proposal for Time and Materials," SBCTA's Request for Proposal and CONSULTANT's proposal, all of which are incorporated into this Contract by this reference.

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

ARTICLE 32. COMMUNICATIONS AND NOTICES

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

To CONSULTANT	To SBCTA
201 N. Calle Cesar Chavez, Suite 300	1170 W. 3rd Street, 2nd Floor
Santa Barbara, CA 93103	San Bernardino, CA 92410-1715
Attn: Peter Minegar	Attn: Mairany Anaya
Email: pminegar@mnsengineers.com	Email: manaya@gosbcta.com
Phone: 951-541-3011	Phone: (909) 884-8276
2 nd Contact: Emily Elliot	Copy: Procurement Manager
Email: eelliot@mnsengineers.com	Email: procurement@gosbcta.com

ARTICLE 33. DISPUTES

- 33.1 In the event any dispute, other than an audit, arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, Work to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA’s Procurement Manager within thirty (30) calendar days after notice thereof in writing, which notice shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have ten (10) calendar days after receipt of the decision in which to file a written appeal thereto with SBCTA’s Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such dispute may be reviewed by the court specified in Article 29.
- 33.2 During resolution of the dispute, CONSULTANT shall proceed with performance of this Contract with due diligence.

Attachment: 3130 Contract (10087 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)

ARTICLE 34. GRATUITIES

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

ARTICLE 35. REVIEW AND ACCEPTANCE

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

ARTICLE 36. CONFIDENTIALITY

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

ARTICLE 37. EVALUATION OF CONSULTANT

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

ARTICLE 38. SAFETY

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

ARTICLE 39. DRUG FREE WORKPLACE

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

ARTICLE 40. ASSIGNMENT

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

foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the Parties.

ARTICLE 41. AMENDMENTS

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

ARTICLE 42. PREVAILING WAGES

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

ARTICLE 43. CONTINGENT FEE

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

ARTICLE 44. FORCE MAJEURE

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

ARTICLE 45. WARRANTY

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

ARTICLE 46. ENTIRE DOCUMENT

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

46.2 No agent, official, employee or representative of SBCTA has any authority to bind SBCTA to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.

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

ARTICLE 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

ARTICLE 48. EFFECTIVE DATE

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

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

DRAFT

Attachment: 3130 Contract (10087 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)

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

**MNS ENGINEERS, INC., A
CALIFORNIA CORPORATION**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Peter Minegar
Vice President

By: _____
Dawn M. Rowe
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Miranda Patton
Secretary

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

Date: _____

CONCURRENCE

By: _____
Shaneka M. Morris
Procurement Manager

Date: _____

Attachment: 3130 Contract (10087 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)

EXHIBIT “A”
“SCOPE OF WORK”

The full Scope of Work from RFP23-1003018 is included in Exhibit A of this contract, however, Contract 24-1003130 has been awarded for the following categories: 6, 7, 8, 10A and 10B.

EXHIBIT A

SCOPE OF WORK

A COST PROPOSAL SHALL BE SUBMITTED PER EACH “PROGRAM” FIRMS ARE INTERESTED IN PROPOSING FOR.

The **San Bernardino County Transportation Authority (SBCTA)** is the countywide transportation planning agency in San Bernardino County. San Bernardino Associated Governments, a joint powers authority, operates as the **San Bernardino Council of Governments (SBCOG)**. SBCTA/SBCOG serves over 2.1 million residents of San Bernardino County; SBCTA/SBCOG has as its membership the County of San Bernardino and all cities/towns within the county: Adelanto, Apple Valley, Barstow, Big Bear Lake, Chino, Chino Hills, Colton, Fontana, Grand Terrace, Hesperia, Highland, Loma Linda, Montclair, Needles, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Twentynine Palms, Upland, Victorville, Yucaipa, and Yucca Valley. (25 Jurisdictions total)

The Planning Department at SBCTA/SBCOG is involved in various programs that carry out the continuing responsibilities of SBCTA and SBCOG to prepare key planning documents that provide the framework for transportation and sustainability program delivery. Examples include the Countywide Transportation Plan, Measure I Strategic Plan, Long Range Multimodal Transportation Plan, Corridor-level and subarea-level plans, and other modal plans. (e.g., the Active Transportation Plan) These are developed through collaborative activities within and outside SBCTA/SBCOG involving comprehensive planning at the regional and county levels, compiling and maintaining planning and monitoring data, supporting ongoing congestion management, travel demand modeling, growth analysis, focused transportation study efforts, sustainability and energy programs, developing housing strategies, and managing grant applications.

The goal of the department is to: Improve mobility, safety, equity, and environmental quality by developing and coordinating plans to support SBCTA and SBCOG programs, as well as updates and amendments to the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) with the Southern California Association of Governments (SCAG), and mobile source components of air quality plans to meet State and Federal requirements.

The department also develops and coordinates countywide input on updates, revisions, refinement, policies, and other issues associated with regional plans for congested corridors, freight, passenger rail and transit, active transportation, air quality, housing, equity, Greenhouse Gas (GHG) and Vehicle Miles Travelled (VMT) Reduction, climate adaptation and resiliency strategies, and preparation of sub regional travel demand forecasts. In addition, SBCTA/SBCOG reviews and provides comments on State-level plans and programs.

For further details on some of the sustainability-related efforts of the SBCTA Planning Department, refer to the attached SBCTA and SBCOG Sustainability Initiatives Fact Sheet or see the Regional and Subregional Planning section at the following link to SBCTA’s current and past budget documents: <https://www.gosbcta.com/financial/>

As the Planning Department carries out its work plans and programs, the department sometimes requires transportation, land use, sustainability, outreach, and environmental planning support. Specific tasks that consultants may be required to perform are described below. This list is not

intended to be inclusive, but represents the list of potential work items for which services may be requested from various consultants. Further details are provided below.

Description of Consultant Expertise and Hourly Rates on Program Categories

For purposes of submittal on this procurement, SBCTA requests that information be provided based on the firm's expertise with various tasks listed below and that consultant staff hourly rates be provided. Since the list of tasks in each program is, in many instances, conceptual, SBCTA is not requesting scopes of work be submitted for each task, but rather, a description of how the firm is equipped to provide support for specific tasks under each program. This will be evaluated based on both the firm's experience and personnel. **The consultant is not required to address every program task listed below but only to respond to the relevant program tasks in which the consultant has expertise. Although not prohibited, the opportunity for partnering with other firms through a sub-agreement will be more relevant during the Contract Task Order (CTO) process, where the selected firms will be competing on an actual funded project under each of the categories.** These descriptions are for work that SBCTA/SBCOG anticipates consultants could be asked to provide for the duration of the contract. It is important to note that these tasks are not actual proposed projects.

1) Active Transportation Program

- Assist SBCTA staff with the management of the State's Active Transportation Program (ATP)
 - Attend and comment on guidelines development workshops and updates representing SBCTA/SBCOG
 - Follow SCAG's determination of the regional MPO share of the ATP funding
 - Manage SBCTA-awarded projects under the ATP (Planning, Infrastructure, and Non-Infrastructure Projects), SCAG grants, or Caltrans grants
 - Manage project invoicing and schedule for SBCTA ATP Projects
 - Assist with technical elements of the ATP grant applications
- Assist SBCTA staff with management of the Transportation Development Act (TDA) Article 3 Program (SBCTA-managed active transportation grant funding)
- Analyze future active transportation funding opportunities for SBCTA and the member jurisdictions
- Support GIS staff with the development and management of the SBCTA Active Transportation web portal - Assist with dynamic data story 'Active San Bernardino Data'
- Assist with improving the process of outreach and engagement (CBOs, Jurisdictions, and other agencies)
- Support Implementation of San Bernardino County Active Transportation Plan (SBCATP, formerly known as Non-Motorized Transportation Plan (NMTP))
- Provide technical/engineering support to SBCTA staff and the member jurisdictions, including data collection and analysis of existing data (could involve bike/pedestrian volume data collection)
- Implementation of Countywide Comprehensive Sidewalk Inventory Project for better pedestrian planning and implementation
- Redlands Passenger Rail Project (RPRP) Accessibility (first mile/last mile plan)
- Implementation of SBCTA/SBCOG feasibility and prioritization study of existing proposed active transportation (AT) projects throughout San Bernardino County
 - Assist with project design and environmental permitting
 - Assist with cost estimate updates
 - Assist with outreach

- Assist with the grant application
- Safe Routes to School Program Implementation and other Non-Infrastructure (NI) ATP projects
 - Assist/review with data collection (evaluation), enforcement, education, and encouragement efforts
 - Assist SBCTA staff with future funding search efforts/submit award applications on the program
 - Assist SBCTA staff with managing the Countywide SRTS programs
- Capital Improvement Plan (CIP) List / SBCTA Infrastructure Project Active Transportation Consistency Review

Note: The consultant may be asked to attend outside meetings representing SBCTA and, at times, may be asked to provide input and draft comments reflecting the positions of the agency. Most of the requested assistance would be related to project management of grant-funded projects, which includes invoicing, producing progress reports, providing input on draft plans, and assisting with data analysis. If SBCTA is successful in securing future funding for active transportation infrastructure, the consultants could be asked to manage the project from the pre-construction phase to the management of the construction phase for the less complex projects in coordination with local jurisdictions. Project management could also include the environmental phase of the project but will not include design, right-of-way acquisition, or the actual construction of the project.

2) Transportation Modeling

- San Bernardino Transportation Analysis Model (SBTAM)
 - Provide forecasts requested by local jurisdictions or other consultants preparing traffic studies and Environmental Impact Reports (EIRs)
 - Provide socio-economic data to support travel demand forecasts
 - General SBTAM Support
 - Troubleshooting modeling errors
 - SBTAM enhancements via new scripts/interfaces
 - Modeling analysis support
 - Troubleshoot updated SBTAM Model
 - SBTAM Transit Calibration Refinement
 - Staff training and assistance
 - Troubleshoot updated SBTAM Truck Model
 - SBTAM Model runs on various project/development scenarios
 - Incorporation of new SBTAM Plus project updates
 - Analysis and incorporation of Big Data and other Location-Based Services (LBS) data
 - Technical assistance related to incorporation of future Artificial Intelligence (AI) in transportation modelling

3) Transportation Planning

- Countywide Long Range Transportation Plan (LRTP)
 - Assist SBCTA staff with the compilation of the documents
 - Assist SBCTA with coordination and outreach
 - Provide technical support to SBCTA staff
- Implementation of Action Plans and other Implementation Plans like the Customer Focused, Technology-Enabled Multi-Modalism Action Plan (see link at: <http://www.gosbcta.com/plans-projects/plans-rideshare-transit.html>)

- Assist with the implementation of the action items in the plan
- Assist SBCTA staff (mobility managers) with stakeholder coordination (Metrolink, San Bernardino County Transit Providers, and various SBCTA departments)
- Provide technical assistance on various transit related projects and activities
- Assist with implementation of transportation demand management strategies associated various transportation modes
- Assist with first/last mile strategy implementation related to transit/micro transit
- Assist with navigating through various new transit related technologies
- SBCTA Safe Routes to School Program support (Provide technical support on all 6 E's of the SRTS Program (Engineering, Evaluation, Education, Encouragement, Enforcement, and Equity) on an as-needed basis)
- Draft/Process/Execute any necessary MOUs, contracts, or agreements with any outside entities through the SBCTA Board, Committee, and/or Executive Director approval as directed by the project manager
- Assist with project management of various programs at SBCTA/SBCOG.
- Assist with project control elements of various SBCTA/SBCOG programs
- Assist with contract/procurement process involved with SBCTA/SBCOG programs
- Assist with project reporting requirements with SBCTA/SBCOG programs
- Assist with administrative work related to SBCTA/SBCOG involved programs
- Assist with SBCTA/SBCOG contracting and agreement process
- Provide project staff support for various SBCTA managed grant programs
- Transportation Development Act (TDA) Article program management
 - Assist SBCTA staff with call-for-projects process
 - Assist SBCTA staff with managing program invoicing and tracking
 - Assist SBCTA staff with communication and outreach to member agencies
- Monitor, attend, and participate in meetings with partner entities as necessary (e.g. Community Vital Signs (CVS), Countywide Vision Element Groups, SCAG workshops and meetings, other COG meetings, etc...)
- Provide technical assistance support to jurisdictions on an as needed basis
- Provide grant management and grant writing support to SBCTA/SBCOG staff and the member jurisdictions on an as needed basis
- Assist SBCTA/SBCOG staff in planning and executing SBCTA/SBCOG led events, meetings, and workshops (on an as needed basis) – (E.g. Workshop on ATPs, Workshop on community meetings related to SRTS projects, extra outreach meetings needed for other post grant funded programs, and other SBCTA community engagement efforts)
- Provide technical assistance on Value Capture (VC) and/or other Transportation Financing Tool Assessments (technical support for transportation infrastructure value capture assessment projects (Enhanced Infrastructure Financing Districts (EIFDs), Special Financing Districts (SFDs), Community Facilities Districts (CFDs) and others)
- Assist SBCTA/SBCOG staff in monitoring of various VC projects around the State and the region
- Provide technical support related to SBCTA/SBCOG GIS in developing and maintaining GIS project database and portal (Storymaps, Open Data Portal, Dashboard etc.)
 - Countywide Sidewalk Inventory Project Implementation
 - Countywide Long Range Transportation Plan (LRMTP) document review and implementation

- SBCTA Equity Framework Study/SB 1000 Toolkit implementation and technical assistance
 - Project level SB 743 VMT analysis and calculations
 - Local Hazard Mitigation Plans (LHMP) technical assistance
 - Other SBCTA generated plans and studies
 - Assist SBCTA staff with managing of the ongoing implementation of SB 743 related VMT reduction programs
 - Provide ongoing technical (including modeling) support to SBCTA staff and to member jurisdictions in the County
 - Track VMT implementation at a jurisdictional level in the County, including OD assessment for goods movement
 - Provide technical assistance with TIA guidelines/CMP monitoring
 - Attend meetings and assist with presentations on SB 743
 - Provide technical analysis on estimated travel patterns in San Bernardino County at a jurisdictional level (OD assessment)
 - Conduct and provide traffic counts when necessary for SBCTA planning and infrastructure projects
 - Provide technical assistance on VMT mitigation assessment for transportation projects around the County
 - Assist with the implementation of SBCTA VMT Mitigation Bank (scopes outside of REAP 2.0 funding program)
 - Monitor the development of VMT mitigation measures at the State and regional level (additionally, legal concepts, telework program)
 - Continue to update the technical VMT mitigation analysis included in the SBCTA mitigation study (cost-effectiveness and modeling)
 - Provide technical assistance in setting up of the mitigation bank (crediting programs, app development, validation process, baseline establishment, lifecycle concept, trip verification)
 - Assist in defining appropriate strategies to collect traffic count data. The purpose of data collection is to demonstrate pre-construction conditions and construction conditions on various projects
 - Aggregate count data for archival purposes
 - Reconfigure and recalibrate count units as necessary during the data collection period as construction stages change, which may shift lanes to ensure appropriate lane reads by count units
 - Obtain necessary encroachment permits from Caltrans necessary to collect counts along the I-15 corridor
- 4) Sustainability Planning
- Countywide Habitat Conservation/Preservation Planning
 - Support SBCTA staff and consultants in implementation of the Regional Conservation Investment Strategy (RCIS)
 - Manage project invoicing and troubleshoot contract-related issues
 - Assist with potential future mitigation credit agreement process
 - Provide technical support on habitat mitigation strategies on various SBCTA/SBCOG projects (e.g. Advanced mitigation strategies, conservation planning process, acquisition of mitigation lands, project level environmental analysis, habitat mapping)

- Provide technical support on CEQA habitat mitigation requirements on various SBCTA/SBCOG projects (e.g. processing Incidental Take Permits (ITP), negotiations on conservation requirements, and obtaining other permits)
 - Monitor, attend, and participate in meetings with partner entities as necessary
 - Transit Oriented Development (TOD) and Transportation Corridor Plans
 - Support SBCTA staff in implementing TOD/Corridor projects, especially in the areas of nexus between land use and transportation planning.
 - Support SBCTA staff and member jurisdictions with coordination efforts related to the TOD/Corridor Plans, especially with state, regional, and county agencies and transit operators
 - Monitor policy and program updates and guidelines from the state agencies and SCAG and provide comments that could potentially be submitted to the relevant agencies
 - Assist SBCTA staff with the development and implementation of the RTP/SCS
 - Provide technical and staff support for the SBCTA Freeway Service Patrol (FSP) Program
 - Assist SBCTA/SBCOG staff in monitoring and identifying a new agency wide sustainability strategies/programs
 - Assist SBCTA/SBCOG staff with development of sustainability fact sheets for various programs at SBCTA/SBCOG (possibly some marketing materials)
 - Work with Planning and Public Information staff to maintain sustainability program information on SBCTA/SBCOG website
 - Assist with administrative work related to SBCTA/SBCOG involved sustainability programs
 - Assist SBCTA staff with the implementation of Countywide Vision Wellness Element initiatives related to built-environment, as highlighted in the Community Transformation Plan <http://communityvitalsigns.org/>
 - Provide technical assistance to member jurisdictions that are developing a healthy communities element containing policies and programs to improve community health
 - Maintain database associated with Health Equity, SB 1000 Toolkit, and UCR Equity Study
- 5) Climate Change and Adaptation Planning
- Countywide Greenhouse Gas (GHG) Reduction Plan Update
 - Support SBCTA staff and consultants in implementing the updated plan through the new EPA Climate Pollution Reduction Grant (CPRG)
 - Manage project invoicing and troubleshoot contract related issues
 - Support with CEQA-related issues on the countywide GHG reduction projects and programs
 - Sub-Regional Climate Adaptation Plan (with WRCOG)
 - Support SBCTA staff and consultants in managing the updated plan
 - Support SBCTA staff with coordination efforts related to the regional Climate Collaborative
 - Assist SBCTA/SBCOG with organizing and implementing outreach meetings outside of the grant SOW. (e.g. stakeholder meetings, presentations at SBCTA/SBCOG, SCAG, and other venues deemed necessary by SBCTA/SBCOG project manager) <https://wrcog.us/285/Resilient-IE>
 - Assist in reviewing draft documents from consultants working on the Resilient IE related projects, including materials produced by Inland Southern California Climate Collaborative (ISC3) <https://iscclimatecollaborative.org/>

- Assist with the implementation of strategies based on recommendations developed by the regional plan, including actions in ISC3
 - Provide technical assistance and research assistance in project development related to resiliency and climate adaptation planning. This could include: infrastructure planning, hazard mitigation planning, evacuation route planning, impact studies, and climate resiliency on biological resources
- Assist with administrative work related to SBCTA/SBCOG involved climate change and adaptation planning programs
 - Provide technical support with energy resilience planning and evacuation route planning associated with climate change impacts
 - Develop project list for future grant application associated with Federal and State funding on climate adaptation
 - Work with member jurisdictions on project concept development
 - Work with community or community based organizations to conduct outreach and provide input associated with project development
 - If necessary, work with member jurisdictions and SBCTA/SBCOG staff to develop infrastructure projects to be shovel ready for funding (possibly through environmental permitting and project design support)
- 6) General SBCTA/SBCOG Staff Support
- Assist SBCTA/SBCOG staff with the management of various projects not included in any of the other sections. (e.g. SBCTA/SBCOG Equity Policy Development, Outdoor Equity Program, and Geospatial Analysis and Support)
 - Create a Policy Framework for including Equity in policies and processes for SBCTA/SBCOG. The framework will include a flowchart / “interview” process for consideration at the start of projects, common remedies to identified gaps, and a clear statement of Equity goals and desired outcomes.
 - Organizing and/or attending meetings on behalf of SBCTA/SBCOG
 - Provide technical training on various topics on COG and Planning
 - Assist SBCTA staff with workshops, training, conferences, presentations, and other event planning
 - Provide technical GIS support including migration and configuration of SQL server reporting services (mapping/dashboard/analytics/SBTAM and GIS integration)
 - Assist with Grant Writing – SBCTA prepares some grant applications in-house and also has a contract with a grant writing firm. Thus, this task will only involve giving technical input to the grant writing consultant when needed. Examples may be benefit-cost analysis and analytical data supporting the application
 - Grant Project ideas and suggestions – Although SBCTA tracks various federal/state/regional grants, the consultant will be expected to provide grant application suggestions and ideas.
 - Assist SBCOG Staff with the management of projects approved in the Council of Governments Work Plan
 - Complete cost/benefit analysis for implementation of policies, and plans
 - Engage stakeholders and local agencies
 - Create policy and administrative toolkits
 - Assist with workforce development programs and initiatives, working with jurisdictions, chambers of commerce, small businesses and others

- Conduct community outreach and engagement for various projects and initiatives throughout the County, establish relationships with outside stakeholders and organizations. Create a communication structure for future collaboration
 - Support the creation of small business programs and initiatives through SBCOG, incorporating equitable business practices, procurement, and others. Conduct research through surveys, focus groups, workshops, and other events to learn more about how small businesses conduct business and to build relationship within the business community
- 7) Grant Writing/Management Services:
- Seek grant funding for specific projects or programs as requested by SBCTA/SBCOG
 - Assist SBCTA/SBCOG staff in the preparation of grant applications and submit grant applications on behalf of the SBCTA/SBCOG. SBCTA/SBCOG may request the consultant to track progress of submitted grant applications and request support from legislators and agencies in an effort to secure funding
 - Develop timelines and checklists for identified grants to ensure timely grant completion and submission
 - Compose grant proposals, including budget, concept plans, and other necessary items for grant submittals. Assist SBCTA/SBCOG staff in ensuring compliance with all applicable grant rules and regulations. In instances where grant elements are too technical, SBCTA/SBCOG staff will allow the grant writer to add technical assistance from a sub-consultant
 - In the event that a grant application is prepared, submitted, and funded, the consultant may be required to implement and/or provide grant administration assistance for specific projects or programs. Grant administration assistance may include the implementation of a program, preparation of required reports, cash draw-down requests, progress reports, and clearing special conditions as identified by the funding agency. This also includes conducting workshops SBCTA/SBCOG and its member agencies on topics related to grant funding opportunities and successful grant writing
 - Deliverables will be determined on a case-by-case basis depending on the services requested by SBCTA/SBCOG
 - Inform SBCTA/SBCOG staff of any grant opportunities that are appropriate for SBCTA/SBCOG projects, programs, or services. This will include State, Federal, local and any other opportunities for funding from other non-profits/foundations
 - May be asked to submit awards applications and write other proposals as asked by SBCTA/SBCOG staff
- 8) Housing/General Plan/Local Planning Support
- Work with member agencies to establish a SBCTA/SBCOG work plan based on recent OPR guidelines and other legislative mandates (e.g., SB 743, SB 1000, AB 2140, etc.)
 - Work with member agencies to assist in housing-related programs and policies that are associated with land use planning (scope of work that are outside of the Regional Early Action Planning (REAP) 2.0 Grant Program)
 - Assist SBCTA/SBCOG staff in monitoring and identifying new agency-wide housing strategies/programs, including the establishment of the regional housing trust in the County
 - Provide logistics support for SBCTA/SBCOG housing programs
 - Provide housing program related support services assisting SBCTA/SBCOG member jurisdictions through the various RHNA processes and then their Housing Elements process through the California Department of Housing and Community Development's (HCD) review process

- Monitor, attend, and participate in meetings with partner entities as necessary
- Monitor housing related legislation in California and provide presentations on important legislation
- Assist with administrative work related to SBCTA/SBCOG involved housing programs
- Assist with the implementation of housing-supportive infrastructure programs, which could include broadband, water, sewer, utilities, transportation, and various new technologies (Smart City/County concept)
- Assist SBCTA/SBCOG staff with organizing and implementing outreach meetings. (e.g. stakeholder meetings, presentations at SBCTA/SBCOG, SCAG, and other venues deemed necessary by SBCTA project manager)

9) Project Management and Controls

- Provide project management to Planning and COG projects
- Complete reporting and invoicing requirements for grants received and projects
- Work with SBCTA's Finance Department to ensure all financial and reporting requirements are met
- Work with SBCTA staff to ensure projects progress; provide updates to SBCTA/SBCOG staff as necessary
- Track project progress in an organized manner and ensure work is being completed according to project timelines, scopes of work, and budget

10) Regional Early Action Planning (REAP) 2.0 Programs:

The REAP 2.0 program is a flexible program that seeks to accelerate progress towards state housing goals and climate commitments through a strengthened partnership between the state, its regions, and local entities. REAP 2.0 seeks to accelerate infill housing development, reduce Vehicle Miles Traveled (VMT), increase housing supply at all affordability levels, affirmatively further fair housing, and facilitate the implementation of adopted regional and local plans to achieve these goals.

The program was established as part of the 2021 California Comeback Plan under AB 140 and builds on the success of REAP 2019, but expands the program focus by integrating housing and climate goals, and allowing for broader planning and implementation investments, including infrastructure investments that support infill development that facilitates housing supply, choice, and affordability.

SBCTA/SBCOG is partnering with SCAG through various REAP 2.0 programs listed below in order to accelerate housing project implementation in ways that lead to transformative policy outcomes and accelerate the implementation of regional and local plans that achieve the state priority planning goals.

The REAP 2.0 Program Objectives are as follows:

Accelerate infill development that facilitates housing supply, choice, and affordability;
 Affirmatively Further Fair Housing (AFFH); and
 Reduce Vehicle Miles Traveled (VMT).

For SBCTA/SBCOG, implementation of the REAP 2.0 Program could potentially revolve around five distinct program areas with multiple projects under each programmatic category. Some programs have received funding, and some have not received funding yet, and the program evaluation is still in process with SCAG. It is also important to note that some of the SBCTA/SBCOG projects have been placed under the contingency project list. Both SCAG and SBCTA/SBCOG are actively pursuing additional funds to supplement the current funding level to fund projects in the contingency list. Once these contingency projects receive funding, it is likely that the on-call consultants selected through this RFP process will be utilized to implement the projects.

REAP 2.0 Program Categories:

- County Transportation Commission Partnership Program (CTCPP)
- Subregional Partnership Program (SRP)
- NOFA – Funding for Lasting Affordability
- Housing Infill on Public and Private Lands (HIPP) Program
- Regional Utilities Supporting Housing (RUSH) Program
- Sustainable Communities Program – Civic Engagement, Equity, Environmental Justice (SCP-CEEEJ)

A. County Transportation Commission Partnership Program (CTCPP) (Partially Funded)

- a. Jurisdiction Multi-Modal Complete Streets Pre-Construction and Construction Activities (Funding is only available for the pre-construction phase and construction phases have been placed under the contingency list):

i. City of Fontana Sierra Avenue Complete Streets

1. Pre-construction activities for five (5) new traffic signals and one (1) traffic signal modification, plus pavement rehabilitation, curb ramps, signing, and striping to reduce lanes and redirect traffic to other streets.
2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
3. Development of Plans, Specifications and Estimates (PS&E) Phase
4. Two sets of design plans are requested: Phase I (interim condition) would reduce the number of travel lanes on Sierra Avenue from two lanes in each direction to one lane in each direction, convert Wheeler Avenue to a one-way northbound street, and convert Nuevo Avenue to a one-way southbound street. Also, Phase I includes the installation and modification of traffic signals at six (6) intersections within the core area to provide a smooth flow of one-way traffic in order to reduce travel time, stops, and delay.
5. Phase II (the ultimate condition) would close Sierra Avenue between Arrow Boulevard and Orange Way to vehicular traffic and continue to divert traffic to parallel streets. The project includes extensive complete street elements along Sierra Avenue, Nuevo Avenue, Wheeler Avenue, Arrow Boulevard and Orange Way.
6. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)

ii. City of Ontario Vista Verde II Affordable Housing Development

1. Pre-construction activities for improved sidewalks and bicycle lanes along Holt Boulevard and other frontage roads on and off the project site
 2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
 3. Development of Plans, Specifications and Estimates (PS&E) Phase
 4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
 5. Connection of utilities
- iii. City of Rancho Cucamonga Haven Avenue and Foothill Boulevard Complete Streets
1. Pre-construction activities to repurpose rights-of-way to include extensive complete street elements consisting of improved pedestrian sidewalks, improved bicycle facilities, improved transit stops, and (ultimately) a dedicated transit lane on Foothill Boulevard
 2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
 3. Development of Plans, Specifications and Estimates (PS&E) Phase
 4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
 5. Funding availability will determine various phases of the project, however project will begin with PA&ED phase associated with Haven Avenue.
- iv. City of Twentynine Palms Affordable Housing and Pedestrian Improvements
1. Pre-construction and construction of transportation activities to connect between nearby transit, public amenities, and planned affordable housing development.
 2. Development of Plans, Specifications and Estimates (PS&E) Phase – Possible redesign to accommodate more multimodal components
 3. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
- v. City of Upland Active Transportation Improvements Around Magnolia and Euclid Affordable Housing Project
1. Pre-construction activities to improve multimodal infrastructure near the Upland Metrolink Station to enhance pedestrian access to the station and to improve pedestrian and bicycle infrastructure around two proposed affordable housing developments. (Stowell Street, Euclid Avenue, Second Avenue, A Street and others)
 2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
 3. Development of Plans, Specifications and Estimates (PS&E) Phase
 4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
- vi. City of Rialto Metrolink Station Area Visioning and Development
1. Pre-construction activities for active transportation improvements and redesigning of the downtown area near the Metrolink Station and the Civic Center

2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
3. Development of Plans, Specifications and Estimates (PS&E) Phase
4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)

b. SBCTA VMT Mitigation Bank Proposal

The establishment of a VMT mitigation program is a high priority for many California jurisdictions searching for effective mitigation approaches as lead agencies and as project applicants work through the initial years of the transition to a VMT impact metric. In July 2020, the SBCTA Board of Directors authorized staff *“to develop options for establishing a mitigation crediting system that would allow for quantification of the trip-reduction and greenhouse gas (GHG) reduction benefits of telework and other transportation demand management (TDM) options and the voluntary application of those credits to facilitate environmental mitigation of projects in San Bernardino County....”*

To get the program started, the VMT Bank will incentivize individuals to earn VMT reduction credits by reducing their commute travel (against a baseline auto-based commute) by working or home, or “teleworking.” But the plan is to design the overall program more holistically from the beginning and to incrementally add a broader set of transit/TDM options for reducing VMT, to include taking transit, vanpooling, ridesharing, commuting via bike and walk, etc. In a nutshell, the VMT reduction credits would be deposited into each commuter’s VMT “bank account.” Projects needing VMT mitigation (transportation or land use projects) would then purchase credits through protocols established by the bank and be able to use those credits as mitigation, provided the lead agency agrees.

The mitigation bank is beginning with VMT reduction via telework because incentivizing telework was compared with other VMT mitigation strategies and shown to be the most cost-effective option available. Using an app on a smart phone, participants will establish a “VMT baseline” and generate credits whenever they choose to telework or commute via transit, rideshare, etc. The VMT reduction credit, which can be verified through location-based information on the app, will then be converted monetarily by the bank to the individual’s account once the credits are sold to development or for transportation projects that need to reduce VMT impacts under CEQA. To “jump-start” the bank prior to credits being sold, funding from other sources will be used to incentivize participants. Following this start-up period, and when credits can be sold, the bank is anticipated to be self-funding based on project mitigation for VMT. In addition to providing incentive funding for the participants, money deposited into the bank from purchased credits could be applied to individual, local, regional, or state VMT reduction programs or projects, such as housing-specific projects included in a regional housing trust program.

The VMT bank will be available to people who live and/or work in San Bernardino County. The IE Commuter Program would continue to operate and be available to employers and residents of San Bernardino and Riverside Counties. Participants who enroll in the VMT Bank program would participate in documenting their travel through a mobile phone app and would receive a cash incentive only if their VMT is reduced. The Bank would in turn sell VMT credits based on the amount of accumulated VMT reduced by participants. It is expected that the mitigation cost to reduce VMT and the incentive for participants would change over time.

It is intended that SBCTA would act as the administrator of the program, with eligible participants for VMT reduction being those who either reside within or are employed within San Bernardino

County. Entities eligible for buying credits would be lead agencies responsible for transportation projects (including SBCTA and local San Bernardino County governments) and sponsors of land development projects. Entities within San Bernardino County would be given priority in being able to purchase credits. However, if the market for purchasing credits within the county was not adequate to foster the sale of credits adequate to cover the cost of VMT reduction incentive payments and Bank operation, the sale of credits could be opened up to entities outside San Bernardino County.

SBCTA is seeking a management, software, and finance team to provide “turn-key” services to establish and operate the Bank. Some of the funding available to establish the bank is available only through December 31, 2025. At a minimum, the Bank must be fully established and operational prior to that date, so that a pilot period can occur immediately after the REAP funding deadline with as many participants as possible. A goal would be to recruit at least 2000 participants within 6 month and have several “hypothetical” sales of credits within a year.

- i. Develop an Administrative Plan that Address the Following:
 1. Program Visions and Goals – Policy Implications
 2. Program Structure within SBCTA Organization (Relations to the Departments and Programs: e.g. IE Commuter Program)
 3. Establishment of the Mitigation Bank Process and Authority
 4. Program Cost Estimates and Fee Structure
 - a. Administrative Fees (Staffing Needs)
 - b. Supply: Cost of Purchasing VMT (Individual Participants)
 - c. Demand: Cost of Selling VMT (Transportation and Land Use Projects Needing Mitigation)
 5. Program Schedule/Milestones
 6. Marketing Strategies/Materials
 7. Legal Memo/FAQs
 8. Contracting and Procurement
 9. MOUs and Funding Agreements
 10. Program Evaluation
 11. User Agreements and Guides
 12. Financial Structure
 13. Policy Determination on Proceeds
 14. Verification Procedure
- ii. Develop Design Concept and Functionality for the VMT Reduction Quantification and Data Management System
 1. VMT Bank Program Management Interface – App Development
 - a. Accurate Accounting of Telework
 - b. Calculation of VMT
 - c. Inclusion of Financial Transaction
 - d. User-friendly functionality
 2. Quantification and Record-keeping Subsystem
 - a. Manual verification management
 - b. Reporting and data dashboard/summary displays
 3. Commuter Interface
 - a. Management of VMT reduced or generated
 - b. Optional ability (preference options)
 4. Financial System Interface – Key component of the app

- iii. Develop Software Specifications (Android and Apple Users)
- iv. Implement and Test Software Systems Identified in the Specification Task
- v. Beta-Test the VMT Mitigation Bank Systems with a Limited Number of Hand Picked Volunteers
- vi. Develop a Marketing Plan for Introducing the VMT Mitigation Bank and App to the Public
- vii. “Go Live” with the System
- viii. Reporting and Interaction with SBCTA and the System Evaluator
 - 1. Additional VMT Reducing Transportation Mode Inclusion

B. Subregional Partnership Program

- a. Activity/Project 1: Accelerating Housing Element Implementation.
 - i. Staff augmentation program under REAP 1.0 was extremely successful because the technical assistance provided to the local jurisdictions was directly addressing the needs of the local jurisdictions that were struggling to meet the HCD requirements for the development of the housing elements.
 - ii. Similarly, under this activity, SBCOG consultants will provide contract planning services to local jurisdictions. These contract planning staff may augment local staffing needs for Cycle 6 Housing Element (HE) implementation.
 - 1. Assistance may include, but not limited to: assisting jurisdiction’s rezoning efforts, amending zoning ordinances, Analyzing environmental/CEQA issues, writing staff reports and technical memo, obtaining prohousing designation, and implementing policies associated with Accessory Dwelling Units (ADUs)
- b. Activity/Project 2: A Region of Housing Experts - Webinars and Trainings. SBCOG’s consultants will create and conduct webinars and technical trainings available to each of the 25 jurisdictions to facilitate and accelerate affordable housing projects.
 - i. Hold a workshop for all jurisdictions to identify the greatest housing element implementation needs. Then, conduct two-to-three subregional meetings with jurisdictions to further refine the needs and inform the work performed in other tasks (permitting and reporting support, ADU assistance, Housing Element implementation, anti-displacement study, etc.).
 - ii. Plan and develop technical trainings for local jurisdiction staff on topics related to housing development (legislation, objective design standards, rezoning, CEQA streamlining, prohousing policies, finance mechanisms, etc.).
 - iii. These workshops and outreach are necessary because every jurisdiction in the County has a different schedule related to the certification and implementation of the Housing Elements. Currently, there are 13 out of 25 jurisdictions in the County with a certified Housing Element.
- c. Activity/Project 3: Best Practices – Templates and Toolkits. SBCOG’s consultant will provide templates and toolkits to its 25 jurisdictions for housing program implementation. Resources developed through the templates and toolkits will support local staff by providing necessary research, resources, and information to best collaborate with stakeholders and inform decision-makers in a manner that will influence local change to facilitate and implement informed planning efforts.
 - i. Develop templates that can be used by member agencies to implement housing elements. Materials may include by-right zoning checklist, design best

- practices, draft local ordinances, draft presentations for CC or PC, CEQA streamlining tools, staff report templates, public outreach resources, AFFH implementation materials, missing middle housing resources, inclusionary zoning best practices, fact sheets on new housing legislation.
- ii. Develop toolkits that can be used by member agencies (e.g., Anti-Displacement Toolkit, Legislative Toolkit, Objective Design Standards for ADUs, multi-family and mixed-use, etc.). Envision a comprehensive website with slide decks and fact sheets to help jurisdictions implement requirements, etc. The final toolkit could include: 1) measuring and tracking displacement risk; 2) multilingual communication materials that elevate discourse around displacement; 3) resources to empower residents; 4) guidance to property owners and localities on relevant legislation and regulations; 5) draft model ordinances (e.g., rights of first refusal, protections from condo conversions, just cause eviction, etc.); and 6) resources to assist both localities and community members in the preservation of housing.
- d. Activity/Project 4: Empowering our Communities - AFFH Engagement Programs SBCOG's consultant will aid the 25 member jurisdictions in implementing fair housing programs with support to include outreach and engagement to all community segments, gathering information and feedback related to fair housing, and providing resources to empower residents and increase discourse around fair housing.
 - i. Review all 25 Housing Element AFFH programs for outreach commitments and provide outreach and engagement support. The main goal of the program is to reduce duplicative outreach efforts and streamline the process for all of the member jurisdictions.
 - ii. Create AFFH Engagement Programs. (e.g., expand and use the SB 1000 toolkit).
www.sb1000toolkit.com
- C. NOFA – Funding for Lasting Affordability – Establishment of San Bernardino County Regional Housing Trust (SBRHT)
- a. The San Bernardino Council of Governments (SBCOG) requested funding to establish and administer the San Bernardino Regional Housing Trust (Housing Trust). The Trust will be structured as a JPA made up of participating members with a non-profit component. The new JPA may be structured as an agency under SBCOG or as a separate JPA entity with an MOU with the SBCOG. Major deliverables include 1) the establishment of the Housing Trust (Bylaws, Administrative Plan, Program Priorities, Budget, Jurisdiction Membership); 2) Gap Financing Program (how/when the funds or program will be established); and 3) Acceleration of one or more affordable housing projects managed under the Regional Housing Trust as a Gap Financing Program pilot case.
 - b. When funds become available, SBCOG staff will be soliciting proposals from qualified on-call consultants to help establish the housing trust and implement programs approved by the new JPA Board.
 - c. Consultant will coordinate activities, develop draft resolutions, draft JPA agreement, make city council presentations, and agreement between SBCOG and the Housing Trust through the development of an administrative plan
 - d. The administrative plan should include:
 - i. Purpose and Structure

- ii. Member Jurisdiction Resolutions
 - iii. Establishment of Pipeline Projects with Prioritization
 - iv. Establishment of the Trust Programs
 - v. Administrative Duties and Responsibilities with MOU between SBCOG and the Trust
 - vi. Board of Directors with Membership Structure and Bylaws
 - vii. Budget/Funding/Membership Fees
 - viii. Staffing Needs Analysis
 - ix. Annual Reporting Procedures
 - e. Develop Housing Trust Website to manage program and showcase lessons learned and case studies that can be disseminated to other regions.
- D. Housing Infill on Public and Private Lands (HIPP) Program – Public Land to Residential Project – Inventory, Analysis & Toolkit for Workforce and Teacher Housing
- a. The SBCOG/SBCTA requested REAP 2.0 HIPP funding for the SBCTA/SBCSS and Other Public Land-to-Residential Project (Project). SBCTA will partner with the San Bernardino County Superintendent of Schools (SBCSS) and member agencies to develop a comprehensive inventory and analysis of all publicly-owned properties. The Project will identify developable sites for housing at a variety of affordability levels, with a focus on workforce housing for educators.
 - b. The Project aims to:
 - i. Conduct a comprehensive inventory of all publicly-owned lands within the region
 - ii. Analyze these lands to identify sites that are suitable for housing development
 - iii. Develop a toolkit to assist public agencies with identifying these sites as Surplus Lands to make them available for affordable housing. The toolkit should contain best practices and implementable actions, providing jurisdictions with direction on how to convert sites for residential uses.
 - iv. With the results of the analyses, produce recommendations for how SBCOG, SBCSS, or the jurisdiction could approach residential development, including a step-by-step guide, developer collaboration, potential ordinances, policies, or financing tools to consider. Specific focus will be given to various school district sites for potential “Teacher Housing” options.
 - v. Identify list of sites that are categorized as publicly-owned that have residential conversion potential based on each jurisdiction’s Housing Element and SCAG’s most recent Annual Land Use Data.
 - vi. Identify partner with a public agency or an affordable housing developer to prepare selected sites for possible affordable or workforce housing development.
- E. Regional Utilities Supporting Housing (RUSH) Program – Upland
- a. The main goal of the RUSH Program is to create plans and programs to support increased utility capacity of areas designated for residential development in a Housing Element. These programs should increase utility capacity and/or lower the cost of residential development. Potential projects could include developing an analysis to update developer utility fees to avoid concentration of infrastructure upgrade costs and creating a capital improvement plan or updating an existing one.

- b. For SBCTA/SBCOG, an affordable housing project (Magnolia/Euclid Villas) in Upland meets these criteria seamlessly. The main issue related to the project revolves around power line relocation with Southern California Edison (SCE).
- c. If funded, SBCTA/SBCOG will select an on-call consultant with the most utility experience, especially working directly with SCE.

F. Sustainable Communities Program – Civic Engagement, Equity, & Environmental Justice

- a. SBCTA/SBCOG received funding from SCAG to complement an active transportation priority list that SBCTA/SBCOG is developing. The main objective of this project is to provide jurisdictions in San Bernardino County with community-informed and researched priority projects for active transportation improvements. The target outcome of the priority list and community engagement is for jurisdictions to receive the list of priority projects and have them be prepared for funding to be able to implement the identified projects.
 - i. The funding provided by SCAG will:
 1. Provide project management administrative assistance such as creating agendas, meeting minutes, a schedule, a timeline, progress reports, invoicing, and general communication between SBCTA staff, the consultant, jurisdictions, and stakeholders.
 2. Existing conditions analysis that will identify any relevant and key stakeholders in the County and review the past engagement that SBCTA has done regarding active transportation.
 3. Community engagement element of the project. The consultant will create a Public Engagement Plan, meet with stakeholders, hold focus groups, attend other engagement events, create surveys and project collateral, and provide a summary of the engagement completed.
 4. Final report and presentations to an SBCTA deliberative body and technical working group.

On Call Project Categories: Please check the category box(es) that applies to your proposal

1	Active Transportation Program	
2	Transportation Modeling	
3	Transportation Planning	
4	Sustainability Planning	
5	Climate Change and Adaptation Planning	
6	General SBCTA/SBCOG Staff Support	
7	Grant Writing/Management Services	
8	Housing/General Plan/Local Planning Support	
9	Project Management and Controls	
10	Regional Early Action Planning (REAP) 2.0 Implementation	
10A	County Transportation Commission Partnership Program (CTCPP)	
10B	Subregional Partnership Program (SRP)	
10C	NOFA – Funding for Lasting Affordability	
10D	Housing Infill on Public and Private Lands (HIPP) Program	

10E	Regional Utilities Supporting Housing (RUSH) Program	
10F	Sustainable Communities Program – Civic Engagement, Equity, Environmental Justice (SCP – CEEEJ)	

Task Order Approach

Multiple consultants may be selected to become part of the SBCTA/SBCOG “Planning Bench.” From time to time, consultants on the Bench would be requested to respond to task order solicitations for their areas expertise. SBCTA/SBCOG staff will write brief work statements, and consultants will respond with scopes of work that are specific to those statements, including cost and schedule. The breadth, timing, and distribution of these task solicitations will be at the discretion of the SBCTA/SBCOG On-Call Manager or designees. More than one consultant may be asked to respond to each task order, but normally only one consultant would be selected for a single task order. SBCTA/SBCOG cannot guarantee a minimum amount of work for any individual consultant or consulting team.

DRAFT

EXHIBIT “B”
“PRICE PROPOSAL”

All Price Sheets submitted in proposal are included in Exhibit B, however, Contract 24-1003130 has been awarded the following categories: 6, 7, 8, 10A and 10B.

5 Section 5. Pricing



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

RFP No. 23-1003018

**GENERAL SBCTA/SBCOG SUPPORT
Key Personnel**




Name	Classification/Title	Job Function	Hourly Rate
Peter Minegar, AICP	Principal In Charge	Principal in Charge	\$ 325
Emily Elliott, AICP	Project/Contract Manager	Community/Land Use Planning/ Public Outreach	\$ 260
Tracy Nelson	Technical Manager	Agency Staffing/Training	\$ 245
Marc Bierzinski	Principal Planner	Community/Land Use Planning	\$ 195
Shelah Riggs	Technical Manager	Environmental/ Regulatory Compliance	\$ 245
Greg Jaquez, PE	Technical Manager	Grant Writing	\$ 245

Other Direct Cost Schedule (ODC)
All ODC's are to be proposed at cost-without mark-ups..

Type of ODC	Unit Cost
Mileage (Federal Reimbursement Rate)	\$ 0.65/mile
Reprographics (Variable)	\$ at cost
	\$
	\$
TOTAL	

Proposer MNS Engineers, Inc.


Signature of Authorized Person

November 29, 2023
Date

Attachment: 3130 Contract (10087 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)



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

RFP No. 23-1003018

GRANT WRITING/MANAGEMENT SERVICES

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate
Greg Jaquez, PE	Technical Manager	Grant Writing	\$ 245
Mary Zepeda, QSD/QSP, CPESC-IT	Principal Planner/Grant Writer	Grant Writing	\$ 195
Beth Reineke	Senior Planner/Grant Writer	Grant Writing	\$ 180
Taylor Gullikson	Associate Planner/Grant Writer	Grant Writing	\$ 150
Hollee Winegar		Grant Writing	\$ 245

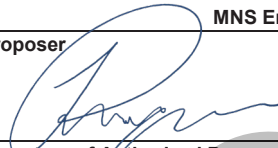


Other Direct Cost Schedule (ODC)
All ODC's are to be proposed at cost-without mark-ups..

Type of ODC	Unit Cost
Mileage (Federal Reimbursement Rate)	\$ 0.65/mile
Reprographics (Variable)	\$ at cost
	\$
	\$

TOTAL

Proposer MNS Engineers, Inc.


Signature of Authorized Person

November 29, 2023
Date

Attachment: 3130 Contract (10087 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)



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

RFP No. 23-1003018

HOUSING/GENERAL PLAN/LOCAL PLANNING SUPPORT

Key Personnel



Name	Classification/Title	Job Function	Hourly Rate
Peter Minegar, AICP	Principal In Charge	Principal In Charge	\$ 325
Emily Elliott, AICP	Project/Contract Manager	Community Planning/ Public Outreach/ Housing	\$ 260
Tracy Nelson	Technical Manager	Community Planning/ Public Outreach/ Housing	\$ 245
Hollie Winegar, AICP	Technical Manager	Community Planning/ Public Outreach/ Housing	\$ 245
Renee Gleason	Principal Planner	Community Planning/ Public Outreach/ Housing	\$ 195
Baltazar Barrios	Associate Planner	Community Planning/ Public Outreach/ Housing	\$ 150
Ivana Velasco	Assistant Planner	Community Planning/ Public Outreach/ Housing	\$ 130

Other Direct Cost Schedule (ODC)

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

Type of ODC	Unit Cost
Mileage (Federal Reimbursement Rate)	\$ 0.65/mile
Reprographics (Variable)	\$ at cost
	\$
	\$
	\$
	TOTAL

MNS Engineers, Inc.

Proposer

Signature of Authorized Person

November 29, 2023

Date

Attachment: 3130 Contract (10087 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)



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

RFP No. 23-1003018

REGIONAL EARLY ACTION PLANNING 2.0 PROGRAMS

Key Personnel



Name	Classification/Title	Job Function	Hourly Rate
------	----------------------	--------------	-------------

10A. County Transportation Commission Partnership Program (CTCPP)

Peter Minegar, AICP	Principal In Charge	Principal in Charge	\$ 325
Brandon Reyes, PE	Principal	Transportation Engineering	\$ 325
Shawn Kowalewski, PE	Senior Project Manager	Transportation Engineering	\$ 285
Michael Ip, PE, QSD/QSP	Principal Engineer	Transportation Engineering	\$ 280
Andy Chan, PE	Project Engineer	Transportation Engineering	\$ 200
Sam Potts, PE	Project Engineer	Transportation Engineering	\$ 200
Gabriel Do-Reynoso, PE	Project Engineer	Transportation Engineering	\$ 200
Albert Larios	Associate Engineer	Transportation Engineering	\$ 180
Caleb Frahm	Assistant Engineer	Transportation Engineering	\$ 165
Shelah Riggs	Technical Manager	Environmental Compliance/Housing	\$ 245

10B. Subregional Partnership Program (SRP)

Peter Minegar, AICP	Principal In Charge	Principal in Charge	\$ 325
Emily Elliott, AICP	Project/Contract Manager	Community Planning/ Public Outreach/ Housing	\$ 260
Tracy Nelson	Technical Manager	Agency Staffing/Training	\$ 245
Marc Bierdzinski	Principal Planner	Community/Land Use Planning	\$ 195
Shelah Riggs	Technical Manager	Environmental Compliance/Housing	\$ 245
Hollee Winegar, AICP	Technical Manager	Land Use Planning/Training	\$ 245
Renee Gleason	Principal Planner	Environmental Compliance/Housing	\$ 195
Baltazar Barrios	Associate Planner	Community/Land Use Planning	\$ 150
Ivana Velasco	Assistant Planner	Community/Land Use Planning	\$ 130

10F: Sustainable Communities Program – Civic Engagement, Equity, Environmental Justice (SCP – CEEEJ)

Peter Minegar, AICP	Principal In Charge	Principal in Charge	\$ 325
Emily Elliott, AICP	Project/Contract Manager	Community Planning/ Public Outreach/ Housing	\$ 260
Tracy Nelson	Technical Manager	Agency Staffing/Training	\$ 245
Marc Bierdzinski	Principal Planner	Community/Land Use Planning	\$ 195
Shelah Riggs	Technical Manager	Environmental Compliance/Housing	\$ 245
Hollee Winegar, AICP	Technical Manager	Land Use Planning/Training	\$ 245
Renee Gleason	Principal Planner	Environmental Compliance/Housing	\$ 195
Baltazar Barrios	Associate Planner	Community/Land Use Planning	\$ 150
Ivana Velasco	Assistant Planner	Community/Land Use Planning	\$ 130

Attachment: 3130 Contract (10087 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)



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

RFP No. 23-1003018

Other Direct Cost Schedule (ODC)

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



Type of ODC	Unit Cost
Mileage (Federal Reimbursement Rate)	\$ 0.65/mile
Reprographics (Variable)	\$ at cost
	\$
	\$

MNS Engineers, Inc.

Proposer

Signature of Authorized Person

November 29, 2023

Date

DRAFT

Attachment: 3130 Contract (10087 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)

General Contract Information

Contract No: 24-1003133 Amendment No.: _____
 Contract Class: Payable Department: Planning and Regional
 Vendor No.: 03168 Vendor Name: MICHAEL BAKER INTERNATIONAL, INC.
 Description: On-Call Planning/COG/REAP 2.0 Bench

List Any Related Contract Nos.: _____

Dollar Amount					
Original Contract	\$	1,701,829.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	1,701,829.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	1,701,829.00

Contract Authorization

Board of Directors _____ Date: 06/05/2024 _____ Committee _____ Item # _____

Contract Management (Internal Purposes Only)

Other Contracts _____ Sole Source? No _____ Administrative Budget Adjustment _____
 State/Local _____ Professional Services (Non-A&E) _____ N/A _____

Accounts Payable

Estimated Start Date: 07/01/2024 Expiration Date: 06/30/2029 Revised Expiration Date: _____
 NHS: N/A _____ N/A _____ Prevailing Wage: N/A _____

							Total Contract Funding:	Total Contingency:	
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$
GL	1035	20	0404	0000	52005		41200000		
							Sales Tax-LTF	100,000.00	-
GL	4180	20	0404	0000	52005		41100000	100,000.00	-
							Sales Tax-MSI	100,000.00	-
GL	6001	25	0511	0225	52005		42905006	700,000.00	-
							SCAG_REAP 2.0	700,000.00	-
GL	6001	25	0511	0226	52005		42905007	371,829.00	-
							SCAG_REAP 2.0 HIPP Pilot	371,829.00	-
GL	6001	25	0511	0228	52005		42905007	230,000.00	-
							SCAG_REAP 2.0 HIPP Pilot	230,000.00	-
GL	2910	25	0511	0000	52051		45001000	95,000.00	-
							General Assessment Dues	95,000.00	-
GL	1020	10	0501	0000	52051		41100000	105,000.00	-
							MSI Admin	105,000.00	-

Mairany Anaya _____ Steve Smith _____
 Project Manager (Print Name) Task Manager (Print Name)

Additional Notes: _____

Attachment: 24-1003133 Michael Baker International, Inc. CSS [Revision 3] (10087 : Award of On-Call Planning and Regional Early Action

CONTRACT NO. 24-1003133**BY AND BETWEEN****SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY****AND****MICHAEL BAKER INTERNATIONAL, INC.****FOR****ON-CALL BENCH FOR PLANNING/SAN BERNARDINO ASSOCIATED
GOVERNMENTS (SBCOG) AND REGIONAL EARLY ACTION PLANNING (REAP) 2.0**

This contract (“Contract”) is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and Michael Baker International, Inc. (“CONSULTANT”), whose address is 3536 Concours, Suite 100, Ontario, CA 91764. 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 Categories 1, 6, 7, 8, 10B, and 10D of Exhibit A “Scope of Work” (“Work”), in accordance with all applicable professional standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined herein, but only upon SBCTA’s issuance of and in accordance with the terms and instructions contained in one or more written Contract Task Orders (“CTO”) executed by both parties. The word “Work” includes without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Work performed hereunder shall be completed to the

satisfaction of SBCTA, with SBCTA's satisfaction being based on prevailing applicable professional standards.

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

ARTICLE 2. CONTRACT TERM

The Contract term shall commence upon issuance of a written Notice To Proceed or Notice of Executed Contract (NTP) issued by SBCTA's Procurement Division, and shall continue in full force and effect through June 30, 2029, until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any Work performed or costs incurred prior to issuance of the NTP.

SBCTA at its sole discretion may extend the original term of the Contract for two (2) option terms. The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed June 30, 2031.

ARTICLE 3. COMPENSATION

- 3.1 Total compensation to CONSULTANT for full and complete performance of Services in compliance with all the terms and conditions of this Contract and any CTOs issued, shall not exceed the amount set forth in 3.2 below.
- 3.2 The total Not-To-Exceed Amount for all CTOs issued to CONSULTANT is Twenty-Three Million, Two Hundred and Eighty-One Thousand, Nine Hundred and Fifty Dollars (\$23,281,950). All services shall be reimbursed pursuant to the hourly labor rates identified in Exhibit B "Price Proposal" and the executed CTO. The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and shall include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amount identified in Exhibit B. The SBCTA will not reimburse for any expenses not shown in Exhibit B.

Escalation shall be at a specific rate, as shown on the Bureau of Labor Statistics Employment Cost Index for Total Compensation for private industry workers, Table 5, Private Industry Workers, Occupational Group "Professional and Related" or its successor. The Employment Cost Index will be annually adjusted, apply total benefits for the private industry economic sector, not to be seasonally adjusted, but will include a 12-month percent change. Escalation shall commence as of July 1, 2024, and shall be applied each July (i.e., July 1st) for the term of the Contract.

- 3.3 As the need for On-Call Planning Services are required, SBCTA will issue a request for CTOs based on services and costs identified in 3.2 above. SBCTA does not guarantee any certain number of CTOs will be issued during the term of this Contract. Award of CTOs is at the sole discretion of SBCTA.
- 3.4 Intentionally Omitted.
- 3.5 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Contract, shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.
- 3.5.1 CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 3.5.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31, or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be repaid by CONSULTANT to SBCTA.
- 3.6 Any Work provided by CONSULTANT not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be CONSULTANT's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.

ARTICLE 4. INVOICING

- 4.1 Payment to CONSULTANT as provided herein shall be payable in four (4) week billing period payments, forty-five (45) calendar days after receipt of an acceptable invoice by SBCTA prepared in accordance with the instructions below.. Payment shall not be construed to be an acceptance of Work.
- 4.2 CONSULTANT shall prepare invoices in a form satisfactory to and approved by SBCTA, which shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a four-week billing period and will be marked with SBCTA's contract number, description and task order number, if applicable. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice except for the month of June, which will require the invoice to be submitted by July 10th. Invoices shall include request for payment for Work (including additional services authorized by SBCTA) completed by CONSULTANT during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT's sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCTA has received and approved all Work and deliverables. Invoices should be e-mailed to SBCTA at the following address:

ap@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

- 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 Project Manager. CONSULTANT shall not substitute any Key Personnel without the prior written consent of SBCTA. In the event that the Parties cannot agree as to the substitution of Key Personnel, SBCTA may terminate this Contract. Key Personnel are:

Name	Job Classification/Function
Dawn Wilson	Technical Lead for Category 1
Tamara Harrison	Technical Lead for Category 6
Justin Feek	Technical Lead for Categories 6 and 7
Dan Wery	Technical Lead for Category 8 and 10D
Surabhi Barbhaya	Technical Lead for Category 10B

ARTICLE 16. REPRESENTATIONS

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

ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

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

ARTICLE 18. TERMINATION

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

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

ARTICLE 19. STOP WORK ORDER

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

ARTICLE 20. CLAIMS

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

ARTICLE 21. INSURANCE

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

21.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than \$1,000,000 per claim
- An annual aggregate limit of not less than \$2,000,000
- 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 **\$1,000,000 each occurrence**, \$2,000,000 aggregate
- 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 , duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations
 - \$1,000,000, \$2, 000, 000 aggregate per occurrence limit for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury
- If a general aggregate applies, it shall apply separately to this project/location. The contract no. and brief explanation of the project/work must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504)
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included

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

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

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

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 **\$1,000,000** each accident. This total limits of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services
- Combined Bodily Injury and Property Damage Liability insurance. The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA

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 \$1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA in the care, custody, or control of the

CONSULTANT. If not covered under the CONSULTANT's liability policy, such "property" coverage of SBCTA may be endorsed onto the CONSULTANT's Cyber Liability Policy as covered property as follows:

Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA that will be in the care, custody, or control of CONSULTANT.

21.1.8 Railroad Protective Liability. Intentionally Omitted

21.2. General Provisions

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

21.2.2 Additional Insured Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by an ISO Form CG 20 43, or if not available, then ISO Form that provides substantially equivalent coverage, to name San Bernardino County Transportation Authority, San Bernardino Associated Governments (operating as San Bernardino Council of Governments or SBCOG), their officers, directors, members, employees, and agents, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for any additional insured to vicarious liability, but shall allow coverage for the additional insureds to the full extent provided by the policy.

21.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.

- 21.2.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-CONSULTANTS to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. Without SBCTA's Risk Manager's expressed written approval no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The CONSULTANT's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any CONSULTANT's deductible or SIR.
- 21.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant, with the exception of Professional Liability and Worker's Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13, to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 21.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.

- 21.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at insurance@gosbcta.com, to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.
- 21.2.8 Non-Limitation of Insurance Requirements. The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the CONSULTANT's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the CONSULTANT shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the CONSULTANT is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the CONSULTANT arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Subcontractor. The CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.
- 21.2.9 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available

to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

- 21.2.10 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 21.2.11 Project Specific Insurance. Intentionally Omitted
- 21.2.12 No Representations or Warranties. SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONSULTANT against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.
- 21.2.13 Review of Coverage. SBCTA may at any time review the coverage, form, and amount of insurance required under this contract, and may require the CONSULTANT to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk that exists at that time. SBCTA may change the insurance coverages and limits required under this contract by notice to the CONSULTANT, whereupon the CONSULTANT will, within sixty (60) days of such notice date, procure the additional and/or modified insurance coverages. Upon such change any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Contract amendment.
- 21.2.14 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultant(s) to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.
- 21.2.15 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.
- 21.2.16 Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances provided, however, that SBCTA shall reimburse CONSULTANT for any additional premiums at actual cost to consultant. If change results in a reduction in insurance cost actual premium refund shall be returned to SBCTA

ARTICLE 22. INDEMNITY

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

CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by SBCTA) SBCTA, SBCOG and its Entities, and their authorized officers, employees, agents and volunteers (collectively "Indemnitees"), from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of the professional to the maximum extent permitted by Civil Code Section 2782.8.

22.2 For all other Work and obligations under this Contract, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, SBCOG and its Entities, and their authorized officers, employees, agents and volunteers ("Indemnitees"), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by SBCTA on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CONSULTANT's indemnification obligation applies to SBCTA's "active" as well as "passive" negligence, but does not apply to SBCTA's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

ARTICLE 23. ERRORS AND OMISSIONS

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

ARTICLE 24. OWNERSHIP OF DOCUMENTS

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

ARTICLE 25. SUBCONTRACTS

25.1 CONSULTANT shall not subcontract performance of all or any portion of Work under this Contract, except to those subconsultants listed in CONSULTANT's proposal, without first notifying SBCTA in writing of the intended subcontracting and obtaining SBCTA's written approval of the subcontracting and the subconsultant. The definition of subconsultant and the requirements for subconsultants hereunder shall include all subcontracts at any tier.

25.2 CONSULTANT agrees that any and all subconsultants of CONSULTANT performing Work under this Contract will comply with the terms and conditions of this Contract applicable to the portion of Work performed by them. CONSULTANT shall incorporate all applicable provisions of this Contract into their subcontracts regardless of the tier. If requested by

SBCTA, CONSULTANT shall furnish SBCTA a copy of the proposed subcontract for SBCTA's approval of the terms and conditions thereof and shall not execute such subcontract until SBCTA has approved such terms and conditions. SBCTA's approval shall not be unreasonably withheld.

- 25.3 Approval by SBCTA of any Work to be subcontracted and the subconsultant to perform said Work will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said Work. Any substitution of subconsultants must be approved in writing by SBCTA. CONSULTANT shall have sole responsibility for managing all of their subconsultants, including resolution of any disputes between CONSULTANT and its subconsultants.

ARTICLE 26. RECORD INSPECTION AND AUDITING

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

ARTICLE 27. INDEPENDENT CONTRACTOR

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

ARTICLE 28. ATTORNEY'S FEES

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

ARTICLE 29. GOVERNING LAW AND VENUE

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

ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 31. PRECEDENCE

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

ARTICLE 32. COMMUNICATIONS AND NOTICES

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

To CONSULTANT	To SBCTA
3536 Concoors, Suite 100	1170 W. 3rd Street, 2nd Floor
Ontario, CA 91734	San Bernardino, CA 92410-1715
Attn: Alicia Gonzalez	Attn: Mairany Anaya
Email: Alicia.gonzalez@mbakerintl.com	Email: manaya@gosbcta.com
Phone: 909-974-4933	Phone: (909) 884-8276
2 nd Contact: Christopher Alberts	Copy: Procurement Manager
Email: calberts@mbakerintl.com	Email: procurement@gosbcta.com

ARTICLE 33. DISPUTES

- 33.1 In the event any dispute, other than an audit, arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, Work to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA’s Procurement Manager within thirty (30) calendar days after notice thereof in writing, which notice shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall

have ten (10) calendar days after receipt of the decision in which to file a written appeal thereto with SBCTA's Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such dispute may be reviewed by the court specified in Article 29.

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

ARTICLE 35. REVIEW AND ACCEPTANCE

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

ARTICLE 36. CONFIDENTIALITY

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

ARTICLE 37. EVALUATION OF CONSULTANT

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

ARTICLE 38. SAFETY

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

ARTICLE 39. DRUG FREE WORKPLACE

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

ARTICLE 40. ASSIGNMENT

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

ARTICLE 41. AMENDMENTS

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

ARTICLE 42. PREVAILING WAGES

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

ARTICLE 43. CONTINGENT FEE

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

ARTICLE 44. FORCE MAJEURE

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

ARTICLE 45. WARRANTY

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

ARTICLE 46. ENTIRE DOCUMENT

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

ARTICLE 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

ARTICLE 48. EFFECTIVE DATE

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

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

Attachment: 3133 Contract (10087 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)

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

**MICHAEL BAKER
INTERNATIONAL, INC., A
PENNSYLVANIA CORPORATION**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Christopher Alberts
Vice President and Office
Executive

By: _____
Dawn M. Rowe
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

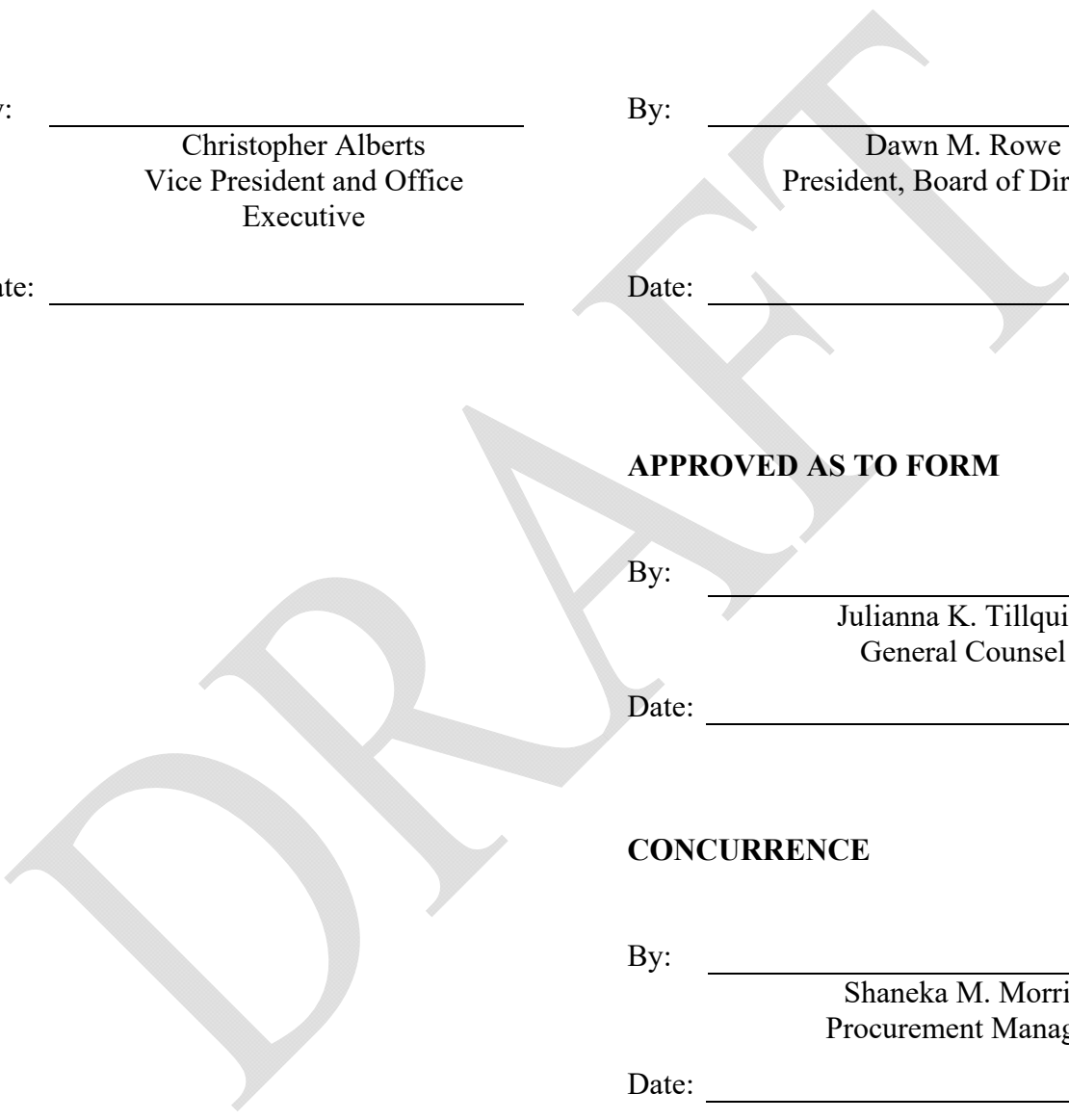
By: _____
Julianna K. Tillquist
General Counsel

Date: _____

CONCURRENCE

By: _____
Shaneka M. Morris
Procurement Manager

Date: _____



Attachment: 3133 Contract (10087 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)

EXHIBIT “A”
“SCOPE OF WORK”

The full Scope of Work from RFP23-1003018 is included in Exhibit A of this contract, however, Contract 24-1003133 has been awarded for the following categories: 1, 6, 7, 8, 10B and 10D.

EXHIBIT A

SCOPE OF WORK

A COST PROPOSAL SHALL BE SUBMITTED PER EACH “PROGRAM” FIRMS ARE INTERESTED IN PROPOSING FOR.

The **San Bernardino County Transportation Authority (SBCTA)** is the countywide transportation planning agency in San Bernardino County. San Bernardino Associated Governments, a joint powers authority, operates as the **San Bernardino Council of Governments (SBCOG)**. SBCTA/SBCOG serves over 2.1 million residents of San Bernardino County; SBCTA/SBCOG has as its membership the County of San Bernardino and all cities/towns within the county: Adelanto, Apple Valley, Barstow, Big Bear Lake, Chino, Chino Hills, Colton, Fontana, Grand Terrace, Hesperia, Highland, Loma Linda, Montclair, Needles, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Twentynine Palms, Upland, Victorville, Yucaipa, and Yucca Valley. (25 Jurisdictions total)

The Planning Department at SBCTA/SBCOG is involved in various programs that carry out the continuing responsibilities of SBCTA and SBCOG to prepare key planning documents that provide the framework for transportation and sustainability program delivery. Examples include the Countywide Transportation Plan, Measure I Strategic Plan, Long Range Multimodal Transportation Plan, Corridor-level and subarea-level plans, and other modal plans. (e.g., the Active Transportation Plan) These are developed through collaborative activities within and outside SBCTA/SBCOG involving comprehensive planning at the regional and county levels, compiling and maintaining planning and monitoring data, supporting ongoing congestion management, travel demand modeling, growth analysis, focused transportation study efforts, sustainability and energy programs, developing housing strategies, and managing grant applications.

The goal of the department is to: Improve mobility, safety, equity, and environmental quality by developing and coordinating plans to support SBCTA and SBCOG programs, as well as updates and amendments to the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) with the Southern California Association of Governments (SCAG), and mobile source components of air quality plans to meet State and Federal requirements.

The department also develops and coordinates countywide input on updates, revisions, refinement, policies, and other issues associated with regional plans for congested corridors, freight, passenger rail and transit, active transportation, air quality, housing, equity, Greenhouse Gas (GHG) and Vehicle Miles Travelled (VMT) Reduction, climate adaptation and resiliency strategies, and preparation of sub regional travel demand forecasts. In addition, SBCTA/SBCOG reviews and provides comments on State-level plans and programs.

For further details on some of the sustainability-related efforts of the SBCTA Planning Department, refer to the attached SBCTA and SBCOG Sustainability Initiatives Fact Sheet or see the Regional and Subregional Planning section at the following link to SBCTA’s current and past budget documents: <https://www.gosbcta.com/financial/>

As the Planning Department carries out its work plans and programs, the department sometimes requires transportation, land use, sustainability, outreach, and environmental planning support. Specific tasks that consultants may be required to perform are described below. This list is not

intended to be inclusive, but represents the list of potential work items for which services may be requested from various consultants. Further details are provided below.

Description of Consultant Expertise and Hourly Rates on Program Categories

For purposes of submittal on this procurement, SBCTA requests that information be provided based on the firm's expertise with various tasks listed below and that consultant staff hourly rates be provided. Since the list of tasks in each program is, in many instances, conceptual, SBCTA is not requesting scopes of work be submitted for each task, but rather, a description of how the firm is equipped to provide support for specific tasks under each program. This will be evaluated based on both the firm's experience and personnel. **The consultant is not required to address every program task listed below but only to respond to the relevant program tasks in which the consultant has expertise. Although not prohibited, the opportunity for partnering with other firms through a sub-agreement will be more relevant during the Contract Task Order (CTO) process, where the selected firms will be competing on an actual funded project under each of the categories.** These descriptions are for work that SBCTA/SBCOG anticipates consultants could be asked to provide for the duration of the contract. It is important to note that these tasks are not actual proposed projects.

1) Active Transportation Program

- Assist SBCTA staff with the management of the State's Active Transportation Program (ATP)
 - Attend and comment on guidelines development workshops and updates representing SBCTA/SBCOG
 - Follow SCAG's determination of the regional MPO share of the ATP funding
 - Manage SBCTA-awarded projects under the ATP (Planning, Infrastructure, and Non-Infrastructure Projects), SCAG grants, or Caltrans grants
 - Manage project invoicing and schedule for SBCTA ATP Projects
 - Assist with technical elements of the ATP grant applications
- Assist SBCTA staff with management of the Transportation Development Act (TDA) Article 3 Program (SBCTA-managed active transportation grant funding)
- Analyze future active transportation funding opportunities for SBCTA and the member jurisdictions
- Support GIS staff with the development and management of the SBCTA Active Transportation web portal - Assist with dynamic data story 'Active San Bernardino Data'
- Assist with improving the process of outreach and engagement (CBOs, Jurisdictions, and other agencies)
- Support Implementation of San Bernardino County Active Transportation Plan (SBCATP, formerly known as Non-Motorized Transportation Plan (NMTP))
- Provide technical/engineering support to SBCTA staff and the member jurisdictions, including data collection and analysis of existing data (could involve bike/pedestrian volume data collection)
- Implementation of Countywide Comprehensive Sidewalk Inventory Project for better pedestrian planning and implementation
- Redlands Passenger Rail Project (RPRP) Accessibility (first mile/last mile plan)
- Implementation of SBCTA/SBCOG feasibility and prioritization study of existing proposed active transportation (AT) projects throughout San Bernardino County
 - Assist with project design and environmental permitting
 - Assist with cost estimate updates
 - Assist with outreach

- Assist with the grant application
- Safe Routes to School Program Implementation and other Non-Infrastructure (NI) ATP projects
 - Assist/review with data collection (evaluation), enforcement, education, and encouragement efforts
 - Assist SBCTA staff with future funding search efforts/submit award applications on the program
 - Assist SBCTA staff with managing the Countywide SRTS programs
- Capital Improvement Plan (CIP) List / SBCTA Infrastructure Project Active Transportation Consistency Review

Note: The consultant may be asked to attend outside meetings representing SBCTA and, at times, may be asked to provide input and draft comments reflecting the positions of the agency. Most of the requested assistance would be related to project management of grant-funded projects, which includes invoicing, producing progress reports, providing input on draft plans, and assisting with data analysis. If SBCTA is successful in securing future funding for active transportation infrastructure, the consultants could be asked to manage the project from the pre-construction phase to the management of the construction phase for the less complex projects in coordination with local jurisdictions. Project management could also include the environmental phase of the project but will not include design, right-of-way acquisition, or the actual construction of the project.

2) Transportation Modeling

- San Bernardino Transportation Analysis Model (SBTAM)
 - Provide forecasts requested by local jurisdictions or other consultants preparing traffic studies and Environmental Impact Reports (EIRs)
 - Provide socio-economic data to support travel demand forecasts
 - General SBTAM Support
 - Troubleshooting modeling errors
 - SBTAM enhancements via new scripts/interfaces
 - Modeling analysis support
 - Troubleshoot updated SBTAM Model
 - SBTAM Transit Calibration Refinement
 - Staff training and assistance
 - Troubleshoot updated SBTAM Truck Model
 - SBTAM Model runs on various project/development scenarios
 - Incorporation of new SBTAM Plus project updates
 - Analysis and incorporation of Big Data and other Location-Based Services (LBS) data
 - Technical assistance related to incorporation of future Artificial Intelligence (AI) in transportation modelling

3) Transportation Planning

- Countywide Long Range Transportation Plan (LRTP)
 - Assist SBCTA staff with the compilation of the documents
 - Assist SBCTA with coordination and outreach
 - Provide technical support to SBCTA staff
- Implementation of Action Plans and other Implementation Plans like the Customer Focused, Technology-Enabled Multi-Modalism Action Plan (see link at:

<http://www.gosbcta.com/plans-projects/plans-rideshare-transit.html>)

- Assist with the implementation of the action items in the plan
- Assist SBCTA staff (mobility managers) with stakeholder coordination (Metrolink, San Bernardino County Transit Providers, and various SBCTA departments)
- Provide technical assistance on various transit related projects and activities
- Assist with implementation of transportation demand management strategies associated various transportation modes
- Assist with first/last mile strategy implementation related to transit/micro transit
- Assist with navigating through various new transit related technologies
- SBCTA Safe Routes to School Program support (Provide technical support on all 6 E's of the SRTS Program (Engineering, Evaluation, Education, Encouragement, Enforcement, and Equity) on an as-needed basis)
- Draft/Process/Execute any necessary MOUs, contracts, or agreements with any outside entities through the SBCTA Board, Committee, and/or Executive Director approval as directed by the project manager
- Assist with project management of various programs at SBCTA/SBCOG.
- Assist with project control elements of various SBCTA/SBCOG programs
- Assist with contract/procurement process involved with SBCTA/SBCOG programs
- Assist with project reporting requirements with SBCTA/SBCOG programs
- Assist with administrative work related to SBCTA/SBCOG involved programs
- Assist with SBCTA/SBCOG contracting and agreement process
- Provide project staff support for various SBCTA managed grant programs
- Transportation Development Act (TDA) Article program management
 - Assist SBCTA staff with call-for-projects process
 - Assist SBCTA staff with managing program invoicing and tracking
 - Assist SBCTA staff with communication and outreach to member agencies
- Monitor, attend, and participate in meetings with partner entities as necessary (e.g. Community Vital Signs (CVS), Countywide Vision Element Groups, SCAG workshops and meetings, other COG meetings, etc...)
- Provide technical assistance support to jurisdictions on an as needed basis
- Provide grant management and grant writing support to SBCTA/SBCOG staff and the member jurisdictions on an as needed basis
- Assist SBCTA/SBCOG staff in planning and executing SBCTA/SBCOG led events, meetings, and workshops (on an as needed basis) – (E.g. Workshop on ATPs, Workshop on community meetings related to SRTS projects, extra outreach meetings needed for other post grant funded programs, and other SBCTA community engagement efforts)
- Provide technical assistance on Value Capture (VC) and/or other Transportation Financing Tool Assessments (technical support for transportation infrastructure value capture assessment projects (Enhanced Infrastructure Financing Districts (EIFDs), Special Financing Districts (SFDs), Community Facilities Districts (CFDs) and others)
- Assist SBCTA/SBCOG staff in monitoring of various VC projects around the State and the region
- Provide technical support related to SBCTA/SBCOG GIS in developing and maintaining GIS project database and portal (Storymaps, Open Data Portal, Dashboard etc.)
 - Countywide Sidewalk Inventory Project Implementation
 - Countywide Long Range Transportation Plan (LRMTP) document review and

- implementation
 - SBCTA Equity Framework Study/SB 1000 Toolkit implementation and technical assistance
 - Project level SB 743 VMT analysis and calculations
 - Local Hazard Mitigation Plans (LHMP) technical assistance
 - Other SBCTA generated plans and studies
 - Assist SBCTA staff with managing of the ongoing implementation of SB 743 related VMT reduction programs
 - Provide ongoing technical (including modeling) support to SBCTA staff and to member jurisdictions in the County
 - Track VMT implementation at a jurisdictional level in the County, including OD assessment for goods movement
 - Provide technical assistance with TIA guidelines/CMP monitoring
 - Attend meetings and assist with presentations on SB 743
 - Provide technical analysis on estimated travel patterns in San Bernardino County at a jurisdictional level (OD assessment)
 - Conduct and provide traffic counts when necessary for SBCTA planning and infrastructure projects
 - Provide technical assistance on VMT mitigation assessment for transportation projects around the County
 - Assist with the implementation of SBCTA VMT Mitigation Bank (scopes outside of REAP 2.0 funding program)
 - Monitor the development of VMT mitigation measures at the State and regional level (additionally, legal concepts, telework program)
 - Continue to update the technical VMT mitigation analysis included in the SBCTA mitigation study (cost-effectiveness and modeling)
 - Provide technical assistance in setting up of the mitigation bank (crediting programs, app development, validation process, baseline establishment, lifecycle concept, trip verification)
 - Assist in defining appropriate strategies to collect traffic count data. The purpose of data collection is to demonstrate pre-construction conditions and construction conditions on various projects
 - Aggregate count data for archival purposes
 - Reconfigure and recalibrate count units as necessary during the data collection period as construction stages change, which may shift lanes to ensure appropriate lane reads by count units
 - Obtain necessary encroachment permits from Caltrans necessary to collect counts along the I-15 corridor
- 4) Sustainability Planning
- Countywide Habitat Conservation/Preservation Planning
 - Support SBCTA staff and consultants in implementation of the Regional Conservation Investment Strategy (RCIS)
 - Manage project invoicing and troubleshoot contract-related issues
 - Assist with potential future mitigation credit agreement process
 - Provide technical support on habitat mitigation strategies on various SBCTA/SBCOG projects (e.g. Advanced mitigation strategies, conservation planning process, acquisition of mitigation lands, project level environmental analysis, habitat mapping)

- Provide technical support on CEQA habitat mitigation requirements on various SBCTA/SBCOG projects (e.g. processing Incidental Take Permits (ITP), negotiations on conservation requirements, and obtaining other permits)
 - Monitor, attend, and participate in meetings with partner entities as necessary
 - Transit Oriented Development (TOD) and Transportation Corridor Plans
 - Support SBCTA staff in implementing TOD/Corridor projects, especially in the areas of nexus between land use and transportation planning
 - Support SBCTA staff and member jurisdictions with coordination efforts related to the TOD/Corridor Plans, especially with state, regional, and county agencies and transit operators
 - Monitor policy and program updates and guidelines from the state agencies and SCAG and provide comments that could potentially be submitted to the relevant agencies
 - Assist SBCTA staff with the development and implementation of the RTP/SCS
 - Provide technical and staff support for the SBCTA Freeway Service Patrol (FSP) Program
 - Assist SBCTA/SBCOG staff in monitoring and identifying a new agency wide sustainability strategies/programs
 - Assist SBCTA/SBCOG staff with development of sustainability fact sheets for various programs at SBCTA/SBCOG (possibly some marketing materials)
 - Work with Planning and Public Information staff to maintain sustainability program information on SBCTA/SBCOG website
 - Assist with administrative work related to SBCTA/SBCOG involved sustainability programs
 - Assist SBCTA staff with the implementation of Countywide Vision Wellness Element initiatives related to built-environment, as highlighted in the Community Transformation Plan <http://communityvitalsigns.org/>
 - Provide technical assistance to member jurisdictions that are developing a healthy communities element containing policies and programs to improve community health
 - Maintain database associated with Health Equity, SB 1000 Toolkit, and UCR Equity Study
- 5) Climate Change and Adaptation Planning
- Countywide Greenhouse Gas (GHG) Reduction Plan Update
 - Support SBCTA staff and consultants in implementing the updated plan through the new EPA Climate Pollution Reduction Grant (CPRG)
 - Manage project invoicing and troubleshoot contract related issues
 - Support with CEQA-related issues on the countywide GHG reduction projects and programs
 - Sub-Regional Climate Adaptation Plan (with WRCOG)
 - Support SBCTA staff and consultants in managing the updated plan
 - Support SBCTA staff with coordination efforts related to the regional Climate Collaborative
 - Assist SBCTA/SBCOG with organizing and implementing outreach meetings outside of the grant SOW. (e.g. stakeholder meetings, presentations at SBCTA/SBCOG, SCAG, and other venues deemed necessary by SBCTA/SBCOG project manager) <https://wrcog.us/285/Resilient-IE>
 - Assist in reviewing draft documents from consultants working on the Resilient IE related projects, including materials produced by Inland Southern California Climate Collaborative (ISC3) <https://iscclimatecollaborative.org/>

- Assist with the implementation of strategies based on recommendations developed by the regional plan, including actions in ISC3
 - Provide technical assistance and research assistance in project development related to resiliency and climate adaptation planning. This could include: infrastructure planning, hazard mitigation planning, evacuation route planning, impact studies, and climate resiliency on biological resources
 - Assist with administrative work related to SBCTA/SBCOG involved climate change and adaptation planning programs
 - Provide technical support with energy resilience planning and evacuation route planning associated with climate change impacts
 - Develop project list for future grant application associated with Federal and State funding on climate adaptation
 - Work with member jurisdictions on project concept development
 - Work with community or community based organizations to conduct outreach and provide input associated with project development
 - If necessary, work with member jurisdictions and SBCTA/SBCOG staff to develop infrastructure projects to be shovel ready for funding (possibly through environmental permitting and project design support)
- 6) General SBCTA/SBCOG Staff Support
- Assist SBCTA/SBCOG staff with the management of various projects not included in any of the other sections. (e.g. SBCTA/SBCOG Equity Policy Development, Outdoor Equity Program, and Geospatial Analysis and Support)
 - Create a Policy Framework for including Equity in policies and processes for SBCTA/SBCOG. The framework will include a flowchart / “interview” process for consideration at the start of projects, common remedies to identified gaps, and a clear statement of Equity goals and desired outcomes
 - Organizing and/or attending meetings on behalf of SBCTA/SBCOG.
 - Provide technical training on various topics on COG and Planning
 - Assist SBCTA staff with workshops, training, conferences, presentations, and other event planning
 - Provide technical GIS support including migration and configuration of SQL server reporting services (mapping/dashboard/analytics/SBTAM and GIS integration)
 - Assist with Grant Writing – SBCTA prepares some grant applications in-house and also has a contract with a grant writing firm. Thus, this task will only involve giving technical input to the grant writing consultant when needed. Examples may be benefit-cost analysis and analytical data supporting the application
 - Grant Project ideas and suggestions – Although SBCTA tracks various federal/state/regional grants, the consultant will be expected to provide grant application suggestions and ideas.
 - Assist SBCOG Staff with the management of projects approved in the Council of Governments Work Plan
 - Complete cost/benefit analysis for implementation of policies, and plans
 - Engage stakeholders and local agencies
 - Create policy and administrative toolkits
 - Assist with workforce development programs and initiatives, working with jurisdictions, chambers of commerce, small businesses and others

- Conduct community outreach and engagement for various projects and initiatives throughout the County, establish relationships with outside stakeholders and organizations. Create a communication structure for future collaboration
 - Support the creation of small business programs and initiatives through SBCOG, incorporating equitable business practices, procurement, and others. Conduct research through surveys, focus groups, workshops, and other events to learn more about how small businesses conduct business and to build relationship within the business community
- 7) Grant Writing/Management Services:
- Seek grant funding for specific projects or programs as requested by SBCTA/SBCOG.
 - Assist SBCTA/SBCOG staff in the preparation of grant applications and submit grant applications on behalf of the SBCTA/SBCOG. SBCTA/SBCOG may request the consultant to track progress of submitted grant applications and request support from legislators and agencies in an effort to secure funding
 - Develop timelines and checklists for identified grants to ensure timely grant completion and submission
 - Compose grant proposals, including budget, concept plans, and other necessary items for grant submittals. Assist SBCTA/SBCOG staff in ensuring compliance with all applicable grant rules and regulations. In instances where grant elements are too technical, SBCTA/SBCOG staff will allow the grant writer to add technical assistance from a sub-consultant
 - In the event that a grant application is prepared, submitted, and funded, the consultant may be required to implement and/or provide grant administration assistance for specific projects or programs. Grant administration assistance may include the implementation of a program, preparation of required reports, cash draw-down requests, progress reports, and clearing special conditions as identified by the funding agency. This also includes conducting workshops SBCTA/SBCOG and its member agencies on topics related to grant funding opportunities and successful grant writing
 - Deliverables will be determined on a case-by-case basis depending on the services requested by SBCTA/SBCOG
 - Inform SBCTA/SBCOG staff of any grant opportunities that are appropriate for SBCTA/SBCOG projects, programs, or services. This will include State, Federal, local and any other opportunities for funding from other non-profits/foundations
 - May be asked to submit awards applications and write other proposals as asked by SBCTA/SBCOG staff
- 8) Housing/General Plan/Local Planning Support
- Work with member agencies to establish a SBCTA/SBCOG work plan based on recent OPR guidelines and other legislative mandates (e.g., SB 743, SB 1000, AB 2140, etc.)
 - Work with member agencies to assist in housing-related programs and policies that are associated with land use planning (scope of work that are outside of the Regional Early Action Planning (REAP) 2.0 Grant Program)
 - Assist SBCTA/SBCOG staff in monitoring and identifying new agency-wide housing strategies/programs, including the establishment of the regional housing trust in the County
 - Provide logistics support for SBCTA/SBCOG housing programs
 - Provide housing program related support services assisting SBCTA/SBCOG member jurisdictions through the various RHNA processes and then their Housing Elements process through the California Department of Housing and Community Development's (HCD) review process

- Monitor, attend, and participate in meetings with partner entities as necessary
- Monitor housing related legislation in California and provide presentations on important legislation
- Assist with administrative work related to SBCTA/SBCOG involved housing programs
- Assist with the implementation of housing-supportive infrastructure programs, which could include broadband, water, sewer, utilities, transportation, and various new technologies (Smart City/County concept)
- Assist SBCTA/SBCOG staff with organizing and implementing outreach meetings. (e.g. stakeholder meetings, presentations at SBCTA/SBCOG, SCAG, and other venues deemed necessary by SBCTA project manager)

9) Project Management and Controls

- Provide project management to Planning and COG projects
- Complete reporting and invoicing requirements for grants received and projects
- Work with SBCTA's Finance Department to ensure all financial and reporting requirements are met
- Work with SBCTA staff to ensure projects progress; provide updates to SBCTA/SBCOG staff as necessary
- Track project progress in an organized manner and ensure work is being completed according to project timelines, scopes of work, and budget

10) Regional Early Action Planning (REAP) 2.0 Programs:

The REAP 2.0 program is a flexible program that seeks to accelerate progress towards state housing goals and climate commitments through a strengthened partnership between the state, its regions, and local entities. REAP 2.0 seeks to accelerate infill housing development, reduce Vehicle Miles Traveled (VMT), increase housing supply at all affordability levels, affirmatively further fair housing, and facilitate the implementation of adopted regional and local plans to achieve these goals.

The program was established as part of the 2021 California Comeback Plan under AB 140 and builds on the success of REAP 2019, but expands the program focus by integrating housing and climate goals, and allowing for broader planning and implementation investments, including infrastructure investments that support infill development that facilitates housing supply, choice, and affordability.

SBCTA/SBCOG is partnering with SCAG through various REAP 2.0 programs listed below in order to accelerate housing project implementation in ways that lead to transformative policy outcomes and accelerate the implementation of regional and local plans that achieve the state priority planning goals.

The REAP 2.0 Program Objectives are as follows:

Accelerate infill development that facilitates housing supply, choice, and affordability;
Affirmatively Further Fair Housing (AFFH); and
Reduce Vehicle Miles Traveled (VMT).

For SBCTA/SBCOG, implementation of the REAP 2.0 Program could potentially revolve around five distinct program areas with multiple projects under each programmatic category. Some programs have received funding, and some have not received funding yet, and the program evaluation is still in process with SCAG. It is also important to note that some of the SBCTA/SBCOG projects have been placed under the contingency project list. Both SCAG and SBCTA/SBCOG are actively pursuing additional funds to supplement the current funding level to fund projects in the contingency list. Once these contingency projects receive funding, it is likely that the on-call consultants selected through this RFP process will be utilized to implement the projects.

REAP 2.0 Program Categories:

- County Transportation Commission Partnership Program (CTCPP)
- Subregional Partnership Program (SRP)
- NOFA – Funding for Lasting Affordability
- Housing Infill on Public and Private Lands (HIPP) Program
- Regional Utilities Supporting Housing (RUSH) Program
- Sustainable Communities Program – Civic Engagement, Equity, Environmental Justice (SCP-CEEEJ)

A. County Transportation Commission Partnership Program (CTCPP) (Partially Funded)

- a. Jurisdiction Multi-Modal Complete Streets Pre-Construction and Construction Activities (Funding is only available for the pre-construction phase and construction phases have been placed under the contingency list):

i. City of Fontana Sierra Avenue Complete Streets

1. Pre-construction activities for five (5) new traffic signals and one (1) traffic signal modification, plus pavement rehabilitation, curb ramps, signing, and striping to reduce lanes and redirect traffic to other streets.
2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
3. Development of Plans, Specifications and Estimates (PS&E) Phase
4. Two sets of design plans are requested: Phase I (interim condition) would reduce the number of travel lanes on Sierra Avenue from two lanes in each direction to one lane in each direction, convert Wheeler Avenue to a one-way northbound street, and convert Nuevo Avenue to a one-way southbound street. Also, Phase I includes the installation and modification of traffic signals at six (6) intersections within the core area to provide a smooth flow of one-way traffic in order to reduce travel time, stops, and delay.
5. Phase II (the ultimate condition) would close Sierra Avenue between Arrow Boulevard and Orange Way to vehicular traffic and continue to divert traffic to parallel streets. The project includes extensive complete street elements along Sierra Avenue, Nuevo Avenue, Wheeler Avenue, Arrow Boulevard and Orange Way.
6. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)

ii. City of Ontario Vista Verde II Affordable Housing Development

1. Pre-construction activities for improved sidewalks and bicycle lanes along Holt Boulevard and other frontage roads on and off the project site
 2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
 3. Development of Plans, Specifications and Estimates (PS&E) Phase
 4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
 5. Connection of utilities
- iii. City of Rancho Cucamonga Haven Avenue and Foothill Boulevard Complete Streets
1. Pre-construction activities to repurpose rights-of-way to include extensive complete street elements consisting of improved pedestrian sidewalks, improved bicycle facilities, improved transit stops, and (ultimately) a dedicated transit lane on Foothill Boulevard
 2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
 3. Development of Plans, Specifications and Estimates (PS&E) Phase
 4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
 5. Funding availability will determine various phases of the project, however project will begin with PA&ED phase associated with Haven Avenue.
- iv. City of Twentynine Palms Affordable Housing and Pedestrian Improvements
1. Pre-construction and construction of transportation activities to connect between nearby transit, public amenities, and planned affordable housing development.
 2. Development of Plans, Specifications and Estimates (PS&E) Phase – Possible redesign to accommodate more multimodal components
 3. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
- v. City of Upland Active Transportation Improvements Around Magnolia and Euclid Affordable Housing Project
1. Pre-construction activities to improve multimodal infrastructure near the Upland Metrolink Station to enhance pedestrian access to the station and to improve pedestrian and bicycle infrastructure around two proposed affordable housing developments. (Stowell Street, Euclid Avenue, Second Avenue, A Street and others)
 2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
 3. Development of Plans, Specifications and Estimates (PS&E) Phase
 4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
- vi. City of Rialto Metrolink Station Area Visioning and Development
1. Pre-construction activities for active transportation improvements and redesigning of the downtown area near the Metrolink Station and the Civic Center

2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
 3. Development of Plans, Specifications and Estimates (PS&E) Phase
 4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
- b. SBCTA VMT Mitigation Bank Proposal

The establishment of a VMT mitigation program is a high priority for many California jurisdictions searching for effective mitigation approaches as lead agencies and as project applicants work through the initial years of the transition to a VMT impact metric. In July 2020, the SBCTA Board of Directors authorized staff *“to develop options for establishing a mitigation crediting system that would allow for quantification of the trip-reduction and greenhouse gas (GHG) reduction benefits of telework and other transportation demand management (TDM) options and the voluntary application of those credits to facilitate environmental mitigation of projects in San Bernardino County....”*

To get the program started, the VMT Bank will incentivize individuals to earn VMT reduction credits by reducing their commute travel (against a baseline auto-based commute) by working or home, or “teleworking.” But the plan is to design the overall program more holistically from the beginning and to incrementally add a broader set of transit/TDM options for reducing VMT, to include taking transit, vanpooling, ridesharing, commuting via bike and walk, etc. In a nutshell, the VMT reduction credits would be deposited into each commuter’s VMT “bank account.” Projects needing VMT mitigation (transportation or land use projects) would then purchase credits through protocols established by the bank and be able to use those credits as mitigation, provided the lead agency agrees.

The mitigation bank is beginning with VMT reduction via telework because incentivizing telework was compared with other VMT mitigation strategies and shown to be the most cost-effective option available. Using an app on a smart phone, participants will establish a “VMT baseline” and generate credits whenever they choose to telework or commute via transit, rideshare, etc. The VMT reduction credit, which can be verified through location-based information on the app, will then be converted monetarily by the bank to the individual’s account once the credits are sold to development or for transportation projects that need to reduce VMT impacts under CEQA. To “jump-start” the bank prior to credits being sold, funding from other sources will be used to incentivize participants. Following this start-up period, and when credits can be sold, the bank is anticipated to be self-funding based on project mitigation for VMT. In addition to providing incentive funding for the participants, money deposited into the bank from purchased credits could be applied to individual, local, regional, or state VMT reduction programs or projects, such as housing-specific projects included in a regional housing trust program.

The VMT bank will be available to people who live and/or work in San Bernardino County. The IE Commuter Program would continue to operate and be available to employers and residents of San Bernardino and Riverside Counties. Participants who enroll in the VMT Bank program would participate in documenting their travel through a mobile phone app and would receive a cash incentive only if their VMT is reduced. The Bank would in turn sell VMT credits based on the amount of accumulated VMT reduced by participants. It is expected that the mitigation cost to reduce VMT and the incentive for participants would change over time.

It is intended that SBCTA would act as the administrator of the program, with eligible participants for VMT reduction being those who either reside within or are employed within San Bernardino County. Entities eligible for buying credits would be lead agencies responsible for transportation projects (including SBCTA and local San Bernardino County governments) and sponsors of land development projects. Entities within San Bernardino County would be given priority in being able to purchase credits. However, if the market for purchasing credits within the county was not adequate to foster the sale of credits adequate to cover the cost of VMT reduction incentive payments and Bank operation, the sale of credits could be opened up to entities outside San Bernardino County.

SBCTA is seeking a management, software, and finance team to provide “turn-key” services to establish and operate the Bank. Some of the funding available to establish the bank is available only through December 31, 2025. At a minimum, the Bank must be fully established and operational prior to that date, so that a pilot period can occur immediately after the REAP funding deadline with as many participants as possible. A goal would be to recruit at least 2000 participants within 6 months and have several “hypothetical” sales of credits within a year.

- i. Develop an Administrative Plan that Address the Following:
 1. Program Visions and Goals – Policy Implications
 2. Program Structure within SBCTA Organization (Relations to the Departments and Programs: e.g. IE Commuter Program)
 3. Establishment of the Mitigation Bank Process and Authority
 4. Program Cost Estimates and Fee Structure
 - a. Administrative Fees (Staffing Needs)
 - b. Supply: Cost of Purchasing VMT (Individual Participants)
 - c. Demand: Cost of Selling VMT (Transportation and Land Use Projects Needing Mitigation)
 5. Program Schedule/Milestones
 6. Marketing Strategies/Materials
 7. Legal Memo/FAQs
 8. Contracting and Procurement
 9. MOUs and Funding Agreements
 10. Program Evaluation
 11. User Agreements and Guides
 12. Financial Structure
 13. Policy Determination on Proceeds
 14. Verification Procedure
- ii. Develop Design Concept and Functionality for the VMT Reduction Quantification and Data Management System
 1. VMT Bank Program Management Interface – App Development
 - a. Accurate Accounting of Telemarketing
 - b. Calculation of VMT
 - c. Inclusion of Financial Transaction
 - d. User-friendly functionality
 2. Quantification and Record-keeping Subsystem
 - a. Manual verification management
 - b. Reporting and data dashboard/summary displays
 3. Commuter Interface
 - a. Management of VMT reduced or generated

- b. Optional ability (preference options)
 - 4. Financial System Interface – Key component of the app
- iii. Develop Software Specifications (Android and Apple Users)
- iv. Implement and Test Software Systems Identified in the Specification Task
 - v. Beta-Test the VMT Mitigation Bank Systems with a Limited Number of Hand Picked Volunteers
 - vi. Develop a Marketing Plan for Introducing the VMT Mitigation Bank and App to the Public
 - vii. “Go Live” with the System
 - viii. Reporting and Interaction with SBCTA and the System Evaluator
 - 1. Additional VMT Reducing Transportation Mode Inclusion

B. Subregional Partnership Program

- a. Activity/Project 1: Accelerating Housing Element Implementation.
 - i. Staff augmentation program under REAP 1.0 was extremely successful because the technical assistance provided to the local jurisdictions was directly addressing the needs of the local jurisdictions that were struggling to meet the HCD requirements for the development of the housing elements.
 - ii. Similarly, under this activity, SBCOG consultants will provide contract planning services to local jurisdictions. These contract planning staff may augment local staffing needs for Cycle 6 Housing Element (HE) implementation.
 - 1. Assistance may include, but not limited to: assisting jurisdiction’s rezoning efforts, amending zoning ordinances, Analyzing environmental/CEQA issues, writing staff reports and technical memo, obtaining prohousing designation, and implementing policies associated with Accessory Dwelling Units (ADUs)
- b. Activity/Project 2: A Region of Housing Experts - Webinars and Trainings. SBCOG’s consultants will create and conduct webinars and technical trainings available to each of the 25 jurisdictions to facilitate and accelerate affordable housing projects.
 - i. Hold a workshop for all jurisdictions to identify the greatest housing element implementation needs. Then, conduct two-to-three subregional meetings with jurisdictions to further refine the needs and inform the work performed in other tasks (permitting and reporting support, ADU assistance, Housing Element implementation, anti-displacement study, etc.).
 - ii. Plan and develop technical trainings for local jurisdiction staff on topics related to housing development (legislation, objective design standards, rezoning, CEQA streamlining, prohousing policies, finance mechanisms, etc.).
 - iii. These workshops and outreach are necessary because every jurisdiction in the County has a different schedule related to the certification and implementation of the Housing Elements. Currently, there are 13 out of 25 jurisdictions in the County with a certified Housing Element.
- c. Activity/Project 3: Best Practices – Templates and Toolkits. SBCOG’s consultant will provide templates and toolkits to its 25 jurisdictions for housing program implementation. Resources developed through the templates and toolkits will support local staff by providing necessary research, resources, and information to best collaborate with stakeholders and inform decision-makers in a manner that will influence local change to facilitate and implement informed planning efforts.

- i. Develop templates that can be used by member agencies to implement housing elements. Materials may include by-right zoning checklist, design best practices, draft local ordinances, draft presentations for CC or PC, CEQA streamlining tools, staff report templates, public outreach resources, AFFH implementation materials, missing middle housing resources, inclusionary zoning best practices, fact sheets on new housing legislation.
 - ii. Develop toolkits that can be used by member agencies (e.g., Anti-Displacement Toolkit, Legislative Toolkit, Objective Design Standards for ADUs, multi-family and mixed-use, etc.). Envision a comprehensive website with slide decks and fact sheets to help jurisdictions implement requirements, etc. The final toolkit could include: 1) measuring and tracking displacement risk; 2) multilingual communication materials that elevate discourse around displacement; 3) resources to empower residents; 4) guidance to property owners and localities on relevant legislation and regulations; 5) draft model ordinances (e.g., rights of first refusal, protections from condo conversions, just cause eviction, etc.); and 6) resources to assist both localities and community members in the preservation of housing.
 - d. Activity/Project 4: Empowering our Communities - AFFH Engagement Programs
 - SBCOG's consultant will aid the 25 member jurisdictions in implementing fair housing programs with support to include outreach and engagement to all community segments, gathering information and feedback related to fair housing, and providing resources to empower residents and increase discourse around fair housing.
 - i. Review all 25 Housing Element AFFH programs for outreach commitments and provide outreach and engagement support. The main goal of the program is to reduce duplicative outreach efforts and streamline the process for all of the member jurisdictions.
 - ii. Create AFFH Engagement Programs. (e.g., expand and use the SB 1000 toolkit).
www.sb1000toolkit.com
- C. NOFA – Funding for Lasting Affordability – Establishment of San Bernardino County Regional Housing Trust (SBRHT)
- a. The San Bernardino Council of Governments (SBCOG) requested funding to establish and administer the San Bernardino Regional Housing Trust (Housing Trust). The Trust will be structured as a JPA made up of participating members with a non-profit component. The new JPA may be structured as an agency under SBCOG or as a separate JPA entity with an MOU with the SBCOG. Major deliverables include 1) the establishment of the Housing Trust (Bylaws, Administrative Plan, Program Priorities, Budget, Jurisdiction Membership); 2) Gap Financing Program (how/when the funds or program will be established); and 3) Acceleration of one or more affordable housing projects managed under the Regional Housing Trust as a Gap Financing Program pilot case.
 - b. When funds become available, SBCOG staff will be soliciting proposals from qualified on-call consultants to help establish the housing trust and implement programs approved by the new JPA Board.
 - c. Consultant will coordinate activities, develop draft resolutions, draft JPA agreement, make city council presentations, and agreement between SBCOG and the Housing Trust through the development of an administrative plan

- d. The administrative plan should include:
 - i. Purpose and Structure
 - ii. Member Jurisdiction Resolutions
 - iii. Establishment of Pipeline Projects with Prioritization
 - iv. Establishment of the Trust Programs
 - v. Administrative Duties and Responsibilities with MOU between SBCOG and the Trust
 - vi. Board of Directors with Membership Structure and Bylaws
 - vii. Budget/Funding/Membership Fees
 - viii. Staffing Needs Analysis
 - ix. Annual Reporting Procedures
 - e. Develop Housing Trust Website to manage program and showcase lessons learned and case studies that can be disseminated to other regions.
- D. Housing Infill on Public and Private Lands (HIPP) Program – Public Land to Residential Project – Inventory, Analysis & Toolkit for Workforce and Teacher Housing
- a. The SBCOG/SBCTA requested REAP 2.0 HIPP funding for the SBCTA/SBCSS and Other Public Land-to-Residential Project (Project). SBCTA will partner with the San Bernardino County Superintendent of Schools (SBCSS) and member agencies to develop a comprehensive inventory and analysis of all publicly-owned properties. The Project will identify developable sites for housing at a variety of affordability levels, with a focus on workforce housing for educators.
 - b. The Project aims to:
 - i. Conduct a comprehensive inventory of all publicly-owned lands within the region
 - ii. Analyze these lands to identify sites that are suitable for housing development
 - iii. Develop a toolkit to assist public agencies with identifying these sites as Surplus Lands to make them available for affordable housing. The toolkit should contain best practices and implementable actions, providing jurisdictions with direction on how to convert sites for residential uses.
 - iv. With the results of the analyses, produce recommendations for how SBCOG, SBCSS, or the jurisdiction could approach residential development, including a step-by-step guide, developer collaboration, potential ordinances, policies, or financing tools to consider. Specific focus will be given to various school district sites for potential “Teacher Housing” options.
 - v. Identify list of sites that are categorized as publicly-owned that have residential conversion potential based on each jurisdiction’s Housing Element and SCAG’s most recent Annual Land Use Data.
 - vi. Identify partner with a public agency or an affordable housing developer to prepare selected sites for possible affordable or workforce housing development.
- E. Regional Utilities Supporting Housing (RUSH) Program – Upland
- a. The main goal of the RUSH Program is to create plans and programs to support increased utility capacity of areas designated for residential development in a Housing Element. These programs should increase utility capacity and/or lower the cost of residential development. Potential projects could include developing an analysis to

- update developer utility fees to avoid concentration of infrastructure upgrade costs and creating a capital improvement plan or updating an existing one.
 - b. For SBCTA/SBCOG, an affordable housing project (Magnolia/Euclid Villas) in Upland meets these criteria seamlessly. The main issue related to the project revolves around power line relocation with Southern California Edison (SCE).
 - c. If funded, SBCTA/SBCOG will select an on-call consultant with the most utility experience, especially working directly with SCE.
- F. Sustainable Communities Program – Civic Engagement, Equity, & Environmental Justice
- a. SBCTA/SBCOG received funding from SCAG to complement an active transportation priority list that SBCTA/SBCOG is developing. The main objective of this project is to provide jurisdictions in San Bernardino County with community-informed and researched priority projects for active transportation improvements. The target outcome of the priority list and community engagement is for jurisdictions to receive the list of priority projects and have them be prepared for funding to be able to implement the identified projects.
 - i. The funding provided by SCAG will:
 1. Provide project management administrative assistance such as creating agendas, meeting minutes, a schedule, a timeline, progress reports, invoicing, and general communication between SBCTA staff, the consultant, jurisdictions, and stakeholders.
 2. Existing conditions analysis that will identify any relevant and key stakeholders in the County and review the past engagement that SBCTA has done regarding active transportation.
 3. Community engagement element of the project. The consultant will create a Public Engagement Plan, meet with stakeholders, hold focus groups, attend other engagement events, create surveys and project collateral, and provide a summary of the engagement completed.
 4. Final report and presentations to an SBCTA deliberative body and technical working group.

On Call Project Categories: Please check the category box(es) that applies to your proposal

1	Active Transportation Program	
2	Transportation Modeling	
3	Transportation Planning	
4	Sustainability Planning	
5	Climate Change and Adaptation Planning	
6	General SBCTA/SBCOG Staff Support	
7	Grant Writing/Management Services	
8	Housing/General Plan/Local Planning Support	
9	Project Management and Controls	
10	Regional Early Action Planning (REAP) 2.0 Implementation	
10A	County Transportation Commission Partnership Program (CTCPP)	
10B	Subregional Partnership Program (SRP)	

10C	NOFA – Funding for Lasting Affordability	
10D	Housing Infill on Public and Private Lands (HIPP) Program	
10E	Regional Utilities Supporting Housing (RUSH) Program	
10F	Sustainable Communities Program – Civic Engagement, Equity, Environmental Justice (SCP – CEEEJ)	

Task Order Approach

Multiple consultants may be selected to become part of the SBCTA/SBCOG “Planning Bench.” From time to time, consultants on the Bench would be requested to respond to task order solicitations for their areas expertise. SBCTA/SBCOG staff will write brief work statements, and consultants will respond with scopes of work that are specific to those statements, including cost and schedule. The breadth, timing, and distribution of these task solicitations will be at the discretion of the SBCTA/SBCOG On-Call Manager or designees. More than one consultant may be asked to respond to each task order, but normally only one consultant would be selected for a single task order. SBCTA/SBCOG cannot guarantee a minimum amount of work for any individual consultant or consulting team.

DRAFT

EXHIBIT “B”
“PRICE PROPOSAL”

All Price Sheets submitted in proposal are included in Exhibit B, however, Contract 24-1003133 has been awarded the following categories: 1, 6, 7, 8, 10B and 10D.

5 Price Proposal

Key Personnel

Contract escalation for the hourly rates will be updated annually based on the U.S Bureau Labor of Statistics.

Category 1: Active Transportation

Name	Classification/Title	Job Function	Hourly Rate	
<i>Project Management</i>				
Dawn Wilson	Project Manager	Technical Lead/Task Mgr.	\$	250
Alicia Gonzalez	Administrative Manager	Contract Mgr./QAQC	\$	260
<i>Planning</i>				
Ryan Zellers	Principal Planner	Active Transportation Advisor	\$	250
Surabhi Barbhaya	Senior Planner	Active Transportation Senior Planner	\$	185
Cameron Savoie	Planner	Active Transportation Planner	\$	140
Shannon Liska	Planner	Active Transportation Planner	\$	120
Hannah Kreitman	Planner	Active Transportation Planner	\$	120
<i>Engineering</i>				
Jacob Swim	Senior Engineer	Traffic Engineer/Task Mgr.	\$	165
Marlena Perez	Senior Engineer	Traffic Engineer/Task Mgr.	\$	205
Jordan Gray	Senior Engineer	Traffic Engineer/Task Mgr.	\$	165
Rachel Grant	Engineer	Traffic Engineer	\$	120

Category 4: Sustainability Planning

Name	Classification/Title	Job Function	Hourly Rate	
<i>Project Management</i>				
Ryan Henry	Project Manager	Habitat Cons. Technical Lead/Task Mgr.	\$	250
Surabhi Barbhaya	Project Manager	TOD Technical Lead/Task Mgr.	\$	185
Alicia Gonzalez	Administrative Manager	Contract Mgr./QAQC	\$	260
<i>Planning</i>				
Peter Quintanilla	Principal Planner	TOD Planning Advisor	\$	210
Howard Blackson	Principal Planner	TOD Planning Advisor	\$	205
Kristin Szabo	Senior Planner	Habitat Cons. Senior Biologist	\$	185
Ryan Winkleman	Senior Planner	Habitat Cons. Senior Biologist	\$	185
Dino Serafini	Senior Planner	TOD Senior Planner	\$	185
Anisha Malik	Senior Planner	Habitat Cons. Senior Biologist	\$	185
Marisa Flores	Senior Planner	Habitat Cons. Senior Biologist	\$	175
Ryan Phaneuf	Planner	Biologist	\$	150
Cameron Savoie	Planner	TOD Planner	\$	140
<i>Engineering</i>				
Dawn Wilson	Senior Engineer	TOD Eng. Advisor	\$	250
Ryan Zellers	Senior Engineer	TOD Eng. Advisor	\$	250
Jordan Gray	Senior Engineer	Traffic Engineer/Task Mgr.	\$	165
Rachel Grant	Engineer	Traffic Engineer	\$	120

Category 5: Climate Change and Adaptation Planning

Name	Classification/Title	Job Function	Hourly Rate	
<i>Project Management</i>				
Zhe Chen	Project Manager	Technical Lead/Task Mgr.	\$	185
Alicia Gonzalez	Administrative Manager	Contract Mgr./QAQC	\$	260
<i>Planning</i>				
Eddie Torres	Principal Planner	Principal CAP Advisor	\$	260
Darshan Shivaiah	Senior Planner	Senior Climate Change Specialist	\$	150
Tina Yuan	Planner	Climate Change Specialist	\$	120
Winnie Woo	Planner	Climate Change Specialist	\$	120

Category 6: General SBCTA/SBCOG Staff Support

Name	Classification/Title	Job Function	Hourly Rate	
<i>Project Management</i>				
Tamara Harrison	Project Manager	Technical Lead/Task Mgr.	\$	200
Alicia Gonzalez	Administrative Manager	Contract Mgr./QAQC	\$	260
<i>Planning</i>				
Mike Yaffe	Principal Planner	Principal On-Call Planner	\$	250
Dino Serafini	Senior Planner	Senior On-Call Planner	\$	185
Surabhi Barbhaya	Senior Planner	Senior On-Call Planner	\$	185
Noelle Anderson	Senior Planner	Senior On-Call Planner	\$	165
Haide Aguirre	Senior Planner	Senior On-Call Planner	\$	155
Jon Braginton	Senior Planner	Senior On-Call Planner	\$	155

Category 7: Grant Writing Management Services

Name	Classification/Title	Job Function	Hourly Rate	
<i>Project Management</i>				
Justin Feek	Project Manager	Technical Lead/Task Mgr.	\$	250
Alicia Gonzalez	Administrative Manager	Contract Mgr./QAQC	\$	260
<i>Planning</i>				
Rick Williams	Principal Planner	Principal Senior Grant Advisor	\$	200
Caleb Carpenter	Senior Planner	Senior Transit Planner	\$	155
Dino Serafini	Senior Planner	Senior Grant Specialist	\$	185
Katherine Wilde	Planner	Grant Specialist	\$	130
Clary Peralta Colon	Planner	Grant Specialist	\$	120

Category 8: Housing/General Plan/Local Planning Support

Name	Classification/Title	Job Function	Hourly Rate	
<i>Project Management</i>				
Dan Wery	Project Manager	Technical Lead/Task Mgr.	\$	220
Alicia Gonzalez	Administrative Manager	Contract Mgr./QAQC	\$	260
<i>Planning</i>				
Surabhi Barbhaya	Senior Planner	Gen./Local Plan Senior Planner	\$	185

Haide Aguirre	Senior Planner	Housing Planning Senior Planner	\$	155
Noelle Anderson	Senior Planner	Gen./Local Plan Senior Planner	\$	165
Cameron Savoie	Planner	Hous./Gen./Local Plan Planner	\$	140
Shannon Liska	Planner	Hous./Gen./Local Plan Planner	\$	120
Hannah Kreitman	Planner	Hous./Gen./Local Plan Planner	\$	120
Cristina Trevizo	Planner	Hous./Gen./Local Plan Planner	\$	120

Category 10: REAP 2.0 Programs

Name	Classification/Title	Job Function	Hourly Rate	
<i>Project Management</i>				
Surabhi Barbhaya	Project Manager	10B Technical Lead/Task Mgr.	\$	185
Dan Wery	Project Manager	10D Technical Lead/Task Mgr.	\$	220
Noelle Anderson	Project Manager	10F Technical Lead/Task Mgr.	\$	165
Alicia Gonzalez	Administrative Manager	Contract Mgr./QAQC	\$	260
<i>Planning</i>				
Peter Quintanilla	Principal Planner	Planning Advisor	\$	215
Haide Aguirre	Senior Planner	Senior Planner– 10B, 10D, and 10F	\$	155
Cameron Savoie	Planner	Planner – 10B, 10D, and 10F	\$	140
Casey Marchese	Planner	Planner – 10B, 10D, and 10F	\$	120
Shannon Liska	Planner	Planner – 10B, 10D, and 10F	\$	120
Hannah Kreitman	Planner	Planner – 10B, 10D, and 10F	\$	120
Cristina Trevizo	Planner	Planner – 10B, 10D, and 10F	\$	120

Value Added Services

Name	Classification/Title	Job Function	Hourly Rate	
<i>GIS</i>				
Rick Hendrickson	Senior Planner	Technical Lead/Task Mgr.	\$	185
Connor Lance	Planner	GIS Specialist	\$	120
Kevin Oliver	Planner	GIS Specialist	\$	120
Branden Belajac	Planner	GIS Specialist	\$	120
Jeff Karamzin	Planner	GIS Specialist	\$	120
<i>ADA Compliance</i>				
Dan Wery	Project Manager	Technical Lead/Task Mgr.	\$	220
Jennifer Flint	Senior Planner	ADA Senior Planner	\$	185
Amanda Johnson	Planner	ADA Planner	\$	120
Hilary Heidenreich	Project Controls	ADA Production/Graphics Support	\$	140
Thea Carrol	Project Controls	ADA Production/Graphics Support	\$	140
<i>CEQA/NEPA</i>				
Alicia Gonzalez	Administrative Manager	Contract Mgr./QAQC; CEQA Advisor	\$	260
Bob Stark	Principal Planner	CEQA Principal	\$	250
Elizabeth Meyerhoff	Project Manager	Senior CEQA Project Mgr.	\$	200
Nicole Marotz	Senior Planner	Senior CEQA Specialist	\$	185
<i>Data Collection</i>				
Rick Hendrickson	Senior Planner	Technical Lead/Task Mgr.	\$	185
Jonathan Perez	Senior Planner	Technical Lead/Task Mgr.	\$	175
<i>Junior and Production Staff</i>				
Haley Walker	Planner	CEQA Planner	\$	120

Emily Edgington	Planner	CEQA Planner/Biologist	\$	120
Ana Cotham	Project Controls	Formatting/Word Processing	\$	120
<i>Graphic Support</i>				
Jeanette Cappiello	Project Controls	Production/Graphics Support	\$	140
Hilary Heidenreich	Project Controls	Production/Graphics Support	\$	140
Jenny Gutierrez	Project Controls	Production/Graphics Support	\$	125
<i>Communications/Engagement</i>				
Surabhi Barbhaya	Project Manager	Communications Project Mgr.	\$	185
Noelle Anderson	Project Manager	Communications Project Mgr.	\$	165
Alicia Gonzalez	Administrative Manager	Contract Mgr./QAQC; Outreach Advisor	\$	260

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
8.5x11 b/w	\$.04	\$ EA
8.5x11 color	\$.17	\$ EA
11x17 b/w	\$.08	\$ EA
11x17 color	\$.34	\$ EA
Full Size Plotting	\$ At cost	\$ Per SF
Outside Vendor Reprographics	\$ At Cost	\$
Mileage	\$ At Current Federal Rate	\$
Per Diem (Hotel & Incidentals)	\$ At Current Federal Rate	\$
Air Travel	\$ At Cost	\$
Certified Mailing	\$ At Cost	\$
Non-Standard/Specialized Software	\$ At Cost	\$
Non-Standard/Specialized Equipment	\$ At Cost	\$
Other Public Meeting Costs (venue rental, food, etc.)	\$ At Cost	\$

Michael Baker International

Proposer



Signature of Authorized Person

December 1, 2023

Date

Attachment: 3133 Contract (10087 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)

General Contract Information

Contract No: 24-1003135 Amendment No.:
Contract Class: Payable Department: Planning and Regional
Vendor No.: 03992 Vendor Name: PLACEWORKS, INC
Description: On-Call Planning/COG/REAP 2.0 Bench

List Any Related Contract Nos.:

Table with columns for Dollar Amount, Original Contract, Prior Amendments, Prior Contingency Released, Current Amendment, Total/Revised Contract Value, Original Contingency, Prior Amendments, Prior Contingency Released (-), Current Amendment, Total Contingency Value, Total Dollar Authority (Contract Value and Contingency).

Contract Authorization

Board of Directors Date: 06/05/2024 Committee Item #

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No Administrative Budget Adjustment
State/Local Professional Services (Non-A&E) N/A

Accounts Payable

Table with columns for Estimated Start Date, Expiration Date, Revised Expiration Date, NHS, Prevailing Wage, Total Contract Funding, Total Contingency, Fund, Prog, Task, Task, Object, Revenue, PA Level, Revenue Code Name, Sales Tax-LTF.

Mairany Anaya Steve Smith
Project Manager (Print Name) Task Manager (Print Name)

Additional Notes:

Attachment: 24-1003135 PlaceWorks CSS [Revision 2] (10087 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench

CONTRACT NO. 24-1003135**BY AND BETWEEN****SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY****AND****PLACEWORKS****FOR****ON-CALL BENCH FOR PLANNING/SAN BERNARDINO ASSOCIATED
GOVERNMENTS (SBCOG) AND REGIONAL EARLY ACTION PLANNING (REAP) 2.0**

This contract (“Contract”) is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and PlaceWorks (“CONSULTANT”), whose address is 3 MacArthur Place Suite 1100, Santa Ana, CA 92707 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 Categories 4, 5 and 8 of Exhibit A “Scope of Work” (“Work”), in accordance with all applicable professional standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined herein, but only upon SBCTA’s issuance of and in accordance with the terms and instructions contained in one or more written Contract Task Orders (“CTO”) executed by both parties. The word “Work” includes without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Work performed hereunder shall be completed to the

satisfaction of SBCTA, with SBCTA's satisfaction being based on prevailing applicable professional standards.

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

ARTICLE 2. CONTRACT TERM

The Contract term shall commence upon issuance of a written Notice To Proceed or Notice of Executed Contract (NTP) issued by SBCTA's Procurement Division, and shall continue in full force and effect through June 30, 2029, until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any Work performed or costs incurred prior to issuance of the NTP.

SBCTA at its sole discretion may extend the original term of the Contract for two (2) option terms. The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed June 30, 2031.

ARTICLE 3. COMPENSATION

- 3.1 Total compensation to CONSULTANT for full and complete performance of Services in compliance with all the terms and conditions of this Contract and any CTOs issued, shall not exceed the amount set forth in 3.2 below.
- 3.2 The total Not-To-Exceed Amount for all CTOs issued to CONSULTANT is Twenty-Three Million, Two Hundred and Eighty-One Thousand, Nine Hundred and Fifty Dollars \$23,281,950. All services shall be reimbursed pursuant to the hourly labor rates identified in Exhibit B "Price Proposal" and the executed CTO. The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and shall include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amount identified in Exhibit B. The SBCTA will not reimburse for any expenses not shown in Exhibit B.

Escalation shall be at a specific rate, as shown on the Bureau of Labor Statistics Employment Cost Index for Total Compensation for private industry workers, Table 5, Private Industry Workers, Occupational Group "Professional and Related" or its successor. The Employment Cost Index will be annually adjusted, apply total benefits for the private industry economic sector, not to be seasonally adjusted, but will include a 12-month percent change. Escalation shall commence as of July 1, 2024, and shall be applied each July, (i.e. July 1st) for the term of the Contract.

- 3.3 As the need for On-Call Planning Services are required, SBCTA will issue a request for CTOs based on services and costs identified in 3.2 above. SBCTA does not guarantee any certain

number of CTOs will be issued during the term of this Contract. Award of CTOs is at the sole discretion of SBCTA.

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

ARTICLE 4. INVOICING

- 4.1 Payment to CONSULTANT as provided herein shall be payable in four (4) week billing period payments, forty-five (45) calendar days after receipt of an acceptable invoice by SBCTA prepared in accordance with the instructions below.. Payment shall not be construed to be an acceptance of Work.
- 4.2 CONSULTANT shall prepare invoices in a form satisfactory to and approved by SBCTA, which shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a four-week billing period and will be marked with SBCTA's contract number, description and task order number, if applicable. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice except for the month of June, which will require the invoice to be submitted by July 10th. Invoices shall include request for payment for Work (including additional services authorized by SBCTA) completed by CONSULTANT during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT's sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCTA has received and approved all Work and deliverables. Invoices should be e-mailed to SBCTA at the following address:

ap@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

- 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 Project Manager. CONSULTANT shall not substitute any Key Personnel without the prior written consent of SBCTA. In the event that the Parties cannot agree as to the substitution of Key Personnel, SBCTA may terminate this Contract. Key Personnel are:

Name	Job Classification/Function
Colin Drukker	Principal
Tammy L. Seale	Principal
Karen Gulley	Managing Principal
Mark Hoffman	Associate Principal
Alan Loomis	Principal
Jennifer Gastelum	Principal
Wendy Nowak	Principal

ARTICLE 16. REPRESENTATIONS

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

ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

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

ARTICLE 18. TERMINATION

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

to SBCTA and verified by SBCTA. In no event shall CONSULTANT be entitled to any payment for prospective profits or any damages because of such termination.

ARTICLE 19. STOP WORK ORDER

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

ARTICLE 20. CLAIMS

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

ARTICLE 21. INSURANCE

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

21.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than \$1,000,000 per claim
- An annual aggregate limit of not less than \$2,000,000
- 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 **\$1,000,000 each occurrence**, \$2,000,000 aggregate
- 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 , duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations
 - \$1,000,000, \$2, 000, 000 aggregate per occurrence limit for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury
- If a general aggregate applies, it shall apply separately to this project/location. The contract no. and brief explanation of the project/work must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504)
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included

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

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

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

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 **\$1,000,000** each accident. This total limits of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
- Combined Bodily Injury and Property Damage Liability insurance. The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

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 \$1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA in the care, custody, or control of the CONSULTANT. If not covered under the CONSULTANT's liability policy, such "property" coverage of SBCTA may be endorsed onto the CONSULTANT's Cyber Liability Policy as covered property as follows:

Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of SBCTA that will be in the care, custody, or control of CONSULTANT.

21.1.8 Railroad Protective Liability. Intentionally Omitted

21.2. General Provisions

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

21.2.2 Additional Insured Coverage. All policies, except those for Workers’ Compensation and Professional Liability insurance, shall be endorsed by an ISO Form CG 20 43, or if not available, then ISO Form that provides substantially equivalent coverage, to name San Bernardino County Transportation Authority, San Bernardino Associated Governments (operating as San Bernardino Council of Governments or SBCOG), their officers, directors, members, employees, and agents, as additional insureds (“Additional Insureds”). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for any additional insured to vicarious liability, but shall allow coverage for the additional insureds to the full extent provided by the policy.

21.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA’s Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA’s Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager’s name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.

21.2.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self- insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-CONSULTANTS to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by

SBCTA's Risk Manager. Without SBCTA's Risk Manager's expressed written approval no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The CONSULTANT's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any CONSULTANT's deductible or SIR.

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

SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.

21.2.8 Non-Limitation of Insurance Requirements. The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the CONSULTANT's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the CONSULTANT shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the CONSULTANT is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the CONSULTANT arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Subcontractor. The CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.

21.2.9 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

21.2.10 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.

21.2.11 Project Specific Insurance. Intentionally Omitted

- 21.2.12 No Representations or Warranties. SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONSULTANT against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.
- 21.2.13 Review of Coverage. SBCTA may at any time review the coverage, form, and amount of insurance required under this contract, and may require the CONSULTANT to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk that exists at that time. SBCTA may change the insurance coverages and limits required under this contract by notice to the CONSULTANT, whereupon the CONSULTANT will, within sixty (60) days of such notice date, procure the additional and/or modified insurance coverages. Upon such change any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Contract amendment.
- 21.2.14 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultant(s) to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.
- 21.2.15 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.
- 21.2.16 Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 22. INDEMNITY

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

CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by SBCTA) SBCTA, SBCOG and its Entities, and their authorized officers, employees, agents and volunteers (collectively "Indemnitees"), from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of the professional to the maximum extent permitted by Civil Code Section 2782.8.

22.2 For all other Work and obligations under this Contract, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA,

SBCOG and its Entities, and their authorized officers, employees, agents and volunteers (“Indemnitees”), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by SBCTA on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CONSULTANT’s indemnification obligation applies to SBCTA’s “active” as well as “passive” negligence, but does not apply to SBCTA’s “sole negligence” or “willful misconduct” within the meaning of Civil Code section 2782.

ARTICLE 23. ERRORS AND OMISSIONS

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

ARTICLE 24. OWNERSHIP OF DOCUMENTS

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

ARTICLE 25. SUBCONTRACTS

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

ARTICLE 26. RECORD INSPECTION AND AUDITING

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

ARTICLE 27. INDEPENDENT CONTRACTOR

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

ARTICLE 28. ATTORNEY'S FEES

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

ARTICLE 29. GOVERNING LAW AND VENUE

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

ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 31. PRECEDENCE

31.1 The Contract consists of the following: Contract Articles, Exhibit A "Scope of Work," and Exhibit B "Price Proposal for Time and Materials," SBCTA's Request for Proposal and CONSULTANT's proposal, all of which are incorporated into this Contract by this reference.

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

ARTICLE 32. COMMUNICATIONS AND NOTICES

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

To CONSULTANT	To SBCTA
3 MacArthur Place Suite 1100	1170 W. 3rd Street, 2nd Floor
Santa Ana, CA 92707	San Bernardino, CA 92410-1715
Attn: Colin Drukker	Attn: Mairany Anaya
Email: cdrukker@placeworks.com	Email: manaya@gosbcta.com
Phone: 714-966-9220	Phone: (909) 884-8276
2 nd Contact: Karen Gulley	Copy: Procurement Manager
Email: kgulley@placeworks.com	Email: procurement@gosbcta.com

ARTICLE 33. DISPUTES

- 33.1 In the event any dispute, other than an audit, arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, Work to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA's Procurement Manager within thirty (30) calendar days after notice thereof in writing, which notice shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have ten (10) calendar days after receipt of the decision in which to file a written appeal thereto with SBCTA's Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such dispute may be reviewed by the court specified in Article 29.
- 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, and representatives shall not offer or give to any officer, official, agent or employee of SBCTA, any gift, entertainment, payment, loan, or other gratuity.

ARTICLE 35. REVIEW AND ACCEPTANCE

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

ARTICLE 36. CONFIDENTIALITY

Any SBCTA communications or materials to which CONSULTANT or its subconsultants or agents have access, or materials prepared by CONSULTANT under the terms of this Contract, shall be held in confidence by CONSULTANT, who shall exercise reasonable precautions to prevent the disclosure of confidential information to anyone except as expressly authorized by SBCTA, however, in no event shall SBCTA prevent any disclosure of information when such disclosure is required in response to a valid subpoena or court order. Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine and shall be confidential. CONSULTANT shall not release any reports, information or promotional material or allow for the use of any photos related to this Contract for any purpose without prior written approval of SBCTA.

ARTICLE 37. EVALUATION OF CONSULTANT

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

ARTICLE 38. SAFETY

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

ARTICLE 39. DRUG FREE WORKPLACE

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

ARTICLE 40. ASSIGNMENT

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

ARTICLE 41. AMENDMENTS

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

ARTICLE 42. PREVAILING WAGES

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

ARTICLE 43. CONTINGENT FEE

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

ARTICLE 44. FORCE MAJEURE

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

ARTICLE 45. WARRANTY

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

ARTICLE 46. ENTIRE DOCUMENT

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

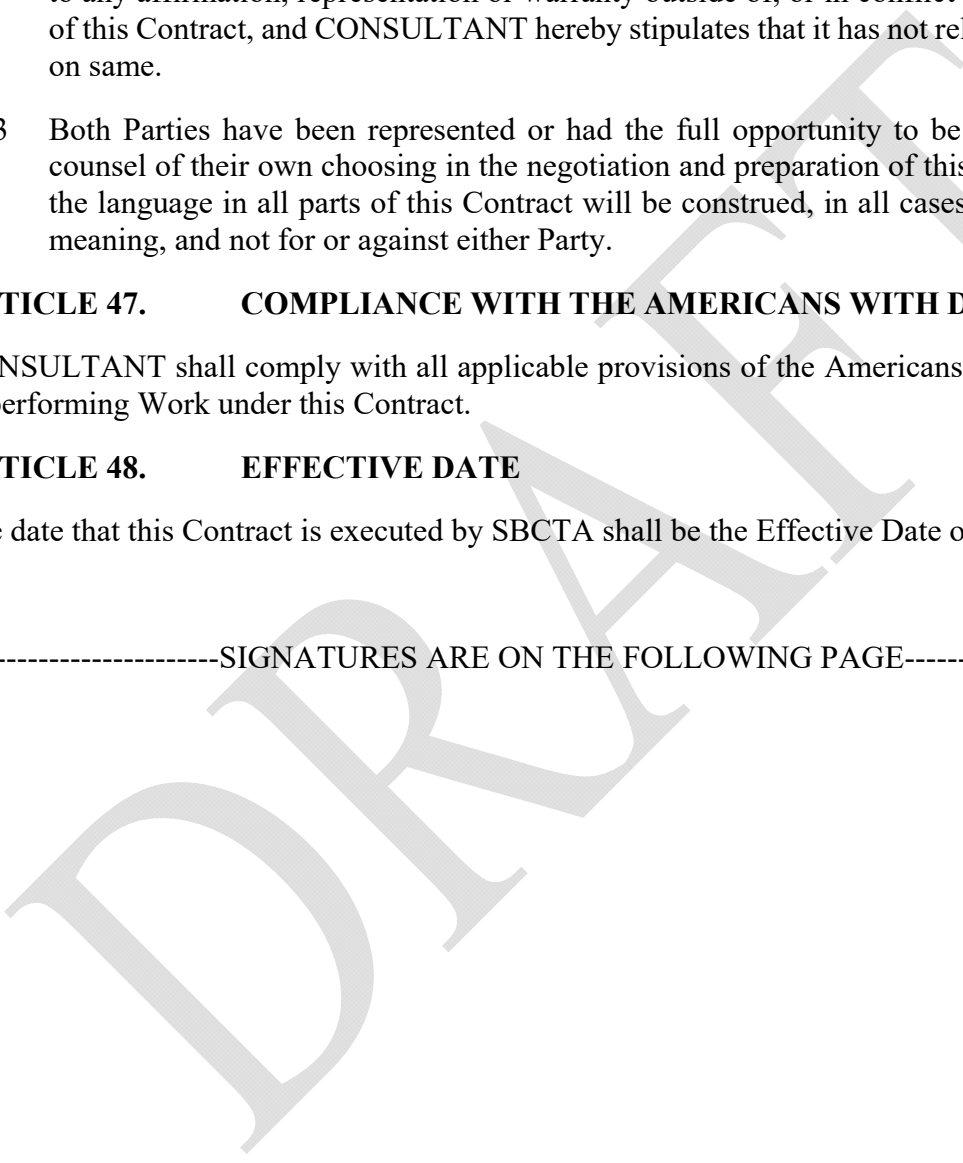
ARTICLE 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

ARTICLE 48. EFFECTIVE DATE

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

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



Attachment: 3135 Contract (10087 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)

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

PLACEWORKS, A CALIFORNIA CORPORATION

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Kara Kosel
Vice President

By: _____
Dawn M. Rowe
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

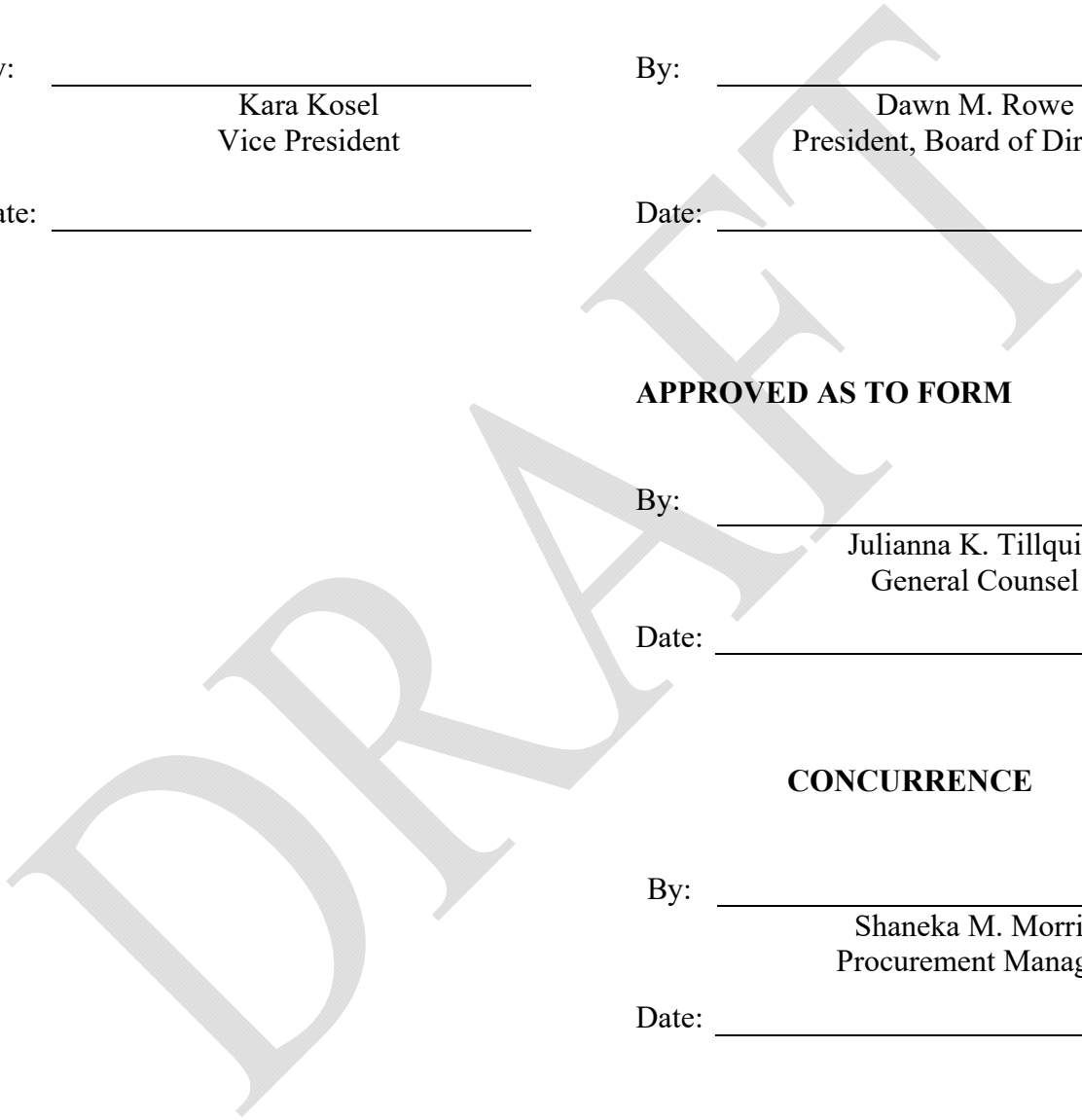
By: _____
Julianna K. Tillquist
General Counsel

Date: _____

CONCURRENCE

By: _____
Shaneka M. Morris
Procurement Manager

Date: _____



Attachment: 3135 Contract (10087 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)

EXHIBIT “A”
“SCOPE OF WORK”

The full Scope of Work from RFP23-1003018 is included in Exhibit A of this contract, however, Contract 24-1003135 has been awarded for the following categories: 4, 5, and 8.

EXHIBIT A

SCOPE OF WORK

A COST PROPOSAL SHALL BE SUBMITTED PER EACH “PROGRAM” FIRMS ARE INTERESTED IN PROPOSING FOR.

The **San Bernardino County Transportation Authority (SBCTA)** is the countywide transportation planning agency in San Bernardino County. San Bernardino Associated Governments, a joint powers authority, operates as the **San Bernardino Council of Governments (SBCOG)**. SBCTA/SBCOG serves over 2.1 million residents of San Bernardino County; SBCTA/SBCOG has as its membership the County of San Bernardino and all cities/towns within the county: Adelanto, Apple Valley, Barstow, Big Bear Lake, Chino, Chino Hills, Colton, Fontana, Grand Terrace, Hesperia, Highland, Loma Linda, Montclair, Needles, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Twentynine Palms, Upland, Victorville, Yucaipa, and Yucca Valley. (25 Jurisdictions total)

The Planning Department at SBCTA/SBCOG is involved in various programs that carry out the continuing responsibilities of SBCTA and SBCOG to prepare key planning documents that provide the framework for transportation and sustainability program delivery. Examples include the Countywide Transportation Plan, Measure I Strategic Plan, Long Range Multimodal Transportation Plan, Corridor-level and subarea-level plans, and other modal plans. (e.g., the Active Transportation Plan) These are developed through collaborative activities within and outside SBCTA/SBCOG involving comprehensive planning at the regional and county levels, compiling and maintaining planning and monitoring data, supporting ongoing congestion management, travel demand modeling, growth analysis, focused transportation study efforts, sustainability and energy programs, developing housing strategies, and managing grant applications.

The goal of the department is to: Improve mobility, safety, equity, and environmental quality by developing and coordinating plans to support SBCTA and SBCOG programs, as well as updates and amendments to the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) with the Southern California Association of Governments (SCAG), and mobile source components of air quality plans to meet State and Federal requirements.

The department also develops and coordinates countywide input on updates, revisions, refinement, policies, and other issues associated with regional plans for congested corridors, freight, passenger rail and transit, active transportation, air quality, housing, equity, Greenhouse Gas (GHG) and Vehicle Miles Travelled (VMT) Reduction, climate adaptation and resiliency strategies, and preparation of sub regional travel demand forecasts. In addition, SBCTA/SBCOG reviews and provides comments on State-level plans and programs.

For further details on some of the sustainability-related efforts of the SBCTA Planning Department, refer to the attached SBCTA and SBCOG Sustainability Initiatives Fact Sheet or see the Regional and Subregional Planning section at the following link to SBCTA’s current and past budget documents: <https://www.gosbcta.com/financial/>

As the Planning Department carries out its work plans and programs, the department sometimes requires transportation, land use, sustainability, outreach, and environmental planning support. Specific tasks that consultants may be required to perform are described below. This list is not

intended to be inclusive, but represents the list of potential work items for which services may be requested from various consultants. Further details are provided below.

Description of Consultant Expertise and Hourly Rates on Program Categories

For purposes of submittal on this procurement, SBCTA requests that information be provided based on the firm's expertise with various tasks listed below and that consultant staff hourly rates be provided. Since the list of tasks in each program is, in many instances, conceptual, SBCTA is not requesting scopes of work be submitted for each task, but rather, a description of how the firm is equipped to provide support for specific tasks under each program. This will be evaluated based on both the firm's experience and personnel. **The consultant is not required to address every program task listed below but only to respond to the relevant program tasks in which the consultant has expertise. Although not prohibited, the opportunity for partnering with other firms through a sub-agreement will be more relevant during the Contract Task Order (CTO) process, where the selected firms will be competing on an actual funded project under each of the categories.** These descriptions are for work that SBCTA/SBCOG anticipates consultants could be asked to provide for the duration of the contract. It is important to note that these tasks are not actual proposed projects.

1) Active Transportation Program

- Assist SBCTA staff with the management of the State's Active Transportation Program (ATP)
 - Attend and comment on guidelines development workshops and updates representing SBCTA/SBCOG
 - Follow SCAG's determination of the regional MPO share of the ATP funding
 - Manage SBCTA-awarded projects under the ATP (Planning, Infrastructure, and Non-Infrastructure Projects), SCAG grants, or Caltrans grants
 - Manage project invoicing and schedule for SBCTA ATP Projects
 - Assist with technical elements of the ATP grant applications
- Assist SBCTA staff with management of the Transportation Development Act (TDA) Article 3 Program (SBCTA-managed active transportation grant funding)
- Analyze future active transportation funding opportunities for SBCTA and the member jurisdictions
- Support GIS staff with the development and management of the SBCTA Active Transportation web portal - Assist with dynamic data story 'Active San Bernardino Data'
- Assist with improving the process of outreach and engagement (CBOs, Jurisdictions, and other agencies)
- Support Implementation of San Bernardino County Active Transportation Plan (SBCATP, formerly known as Non-Motorized Transportation Plan (NMTP))
- Provide technical/engineering support to SBCTA staff and the member jurisdictions, including data collection and analysis of existing data (could involve bike/pedestrian volume data collection)
- Implementation of Countywide Comprehensive Sidewalk Inventory Project for better pedestrian planning and implementation
- Redlands Passenger Rail Project (RPRP) Accessibility (first mile/last mile plan)
- Implementation of SBCTA/SBCOG feasibility and prioritization study of existing proposed active transportation (AT) projects throughout San Bernardino County
 - Assist with project design and environmental permitting
 - Assist with cost estimate updates
 - Assist with outreach

- Assist with the grant application
- Safe Routes to School Program Implementation and other Non-Infrastructure (NI) ATP projects
 - Assist/review with data collection (evaluation), enforcement, education, and encouragement efforts
 - Assist SBCTA staff with future funding search efforts/submit award applications on the program
 - Assist SBCTA staff with managing the Countywide SRTS programs
- Capital Improvement Plan (CIP) List / SBCTA Infrastructure Project Active Transportation Consistency Review

Note: The consultant may be asked to attend outside meetings representing SBCTA and, at times, may be asked to provide input and draft comments reflecting the positions of the agency. Most of the requested assistance would be related to project management of grant-funded projects, which includes invoicing, producing progress reports, providing input on draft plans, and assisting with data analysis. If SBCTA is successful in securing future funding for active transportation infrastructure, the consultants could be asked to manage the project from the pre-construction phase to the management of the construction phase for the less complex projects in coordination with local jurisdictions. Project management could also include the environmental phase of the project but will not include design, right-of-way acquisition, or the actual construction of the project.

2) Transportation Modeling

- San Bernardino Transportation Analysis Model (SBTAM)
 - Provide forecasts requested by local jurisdictions or other consultants preparing traffic studies and Environmental Impact Reports (EIRs)
 - Provide socio-economic data to support travel demand forecasts
 - General SBTAM Support
 - Troubleshooting modeling errors
 - SBTAM enhancements via new scripts/interfaces
 - Modeling analysis support
 - Troubleshoot updated SBTAM Model
 - SBTAM Transit Calibration Refinement
 - Staff training and assistance
 - Troubleshoot updated SBTAM Truck Model
 - SBTAM Model runs on various project/development scenarios
 - Incorporation of new SBTAM Plus project updates
 - Analysis and incorporation of Big Data and other Location-Based Services (LBS) data
 - Technical assistance related to incorporation of future Artificial Intelligence (AI) in transportation modelling

3) Transportation Planning

- Countywide Long Range Transportation Plan (LRTP)
 - Assist SBCTA staff with the compilation of the documents
 - Assist SBCTA with coordination and outreach
 - Provide technical support to SBCTA staff
- Implementation of Action Plans and other Implementation Plans like the Customer Focused, Technology-Enabled Multi-Modalism Action Plan (see link at:

<http://www.gosbcta.com/plans-projects/plans-rideshare-transit.html>)

- Assist with the implementation of the action items in the plan
- Assist SBCTA staff (mobility managers) with stakeholder coordination (Metrolink, San Bernardino County Transit Providers, and various SBCTA departments)
- Provide technical assistance on various transit related projects and activities
- Assist with implementation of transportation demand management strategies associated various transportation modes
- Assist with first/last mile strategy implementation related to transit/micro transit
- Assist with navigating through various new transit related technologies
- SBCTA Safe Routes to School Program support (Provide technical support on all 6 E's of the SRTS Program (Engineering, Evaluation, Education, Encouragement, Enforcement, and Equity) on an as-needed basis)
- Draft/Process/Execute any necessary MOUs, contracts, or agreements with any outside entities through the SBCTA Board, Committee, and/or Executive Director approval as directed by the project manager
- Assist with project management of various programs at SBCTA/SBCOG
- Assist with project control elements of various SBCTA/SBCOG programs
- Assist with contract/procurement process involved with SBCTA/SBCOG programs
- Assist with project reporting requirements with SBCTA/SBCOG programs
- Assist with administrative work related to SBCTA/SBCOG involved programs
- Assist with SBCTA/SBCOG contracting and agreement process
- Provide project staff support for various SBCTA managed grant programs
- Transportation Development Act (TDA) Article program management
 - Assist SBCTA staff with call-for-projects process
 - Assist SBCTA staff with managing program invoicing and tracking
 - Assist SBCTA staff with communication and outreach to member agencies
- Monitor, attend, and participate in meetings with partner entities as necessary (e.g. Community Vital Signs (CVS), Countywide Vision Element Groups, SCAG workshops and meetings, other COG meetings, etc.)
- Provide technical assistance support to jurisdictions on an as needed basis
- Provide grant management and grant writing support to SBCTA/SBCOG staff and the member jurisdictions on an as needed basis
- Assist SBCTA/SBCOG staff in planning and executing SBCTA/SBCOG led events, meetings, and workshops (on an as needed basis) – (E.g. Workshop on ATPs, Workshop on community meetings related to SRTS projects, extra outreach meetings needed for other post grant funded programs, and other SBCTA community engagement efforts)
- Provide technical assistance on Value Capture (VC) and/or other Transportation Financing Tool Assessments (technical support for transportation infrastructure value capture assessment projects (Enhanced Infrastructure Financing Districts (EIFDs), Special Financing Districts (SFDs), Community Facilities Districts (CFDs) and others)
- Assist SBCTA/SBCOG staff in monitoring of various VC projects around the State and the region
- Provide technical support related to SBCTA/SBCOG GIS in developing and maintaining GIS project database and portal (Storymaps, Open Data Portal, Dashboard etc.)
 - Countywide Sidewalk Inventory Project Implementation
 - Countywide Long Range Transportation Plan (LRMTP) document review and

- implementation
 - SBCTA Equity Framework Study/SB 1000 Toolkit implementation and technical assistance
 - Project level SB 743 VMT analysis and calculations
 - Local Hazard Mitigation Plans (LHMP) technical assistance
 - Other SBCTA generated plans and studies
 - Assist SBCTA staff with managing of the ongoing implementation of SB 743 related VMT reduction programs
 - Provide ongoing technical (including modeling) support to SBCTA staff and to member jurisdictions in the County
 - Track VMT implementation at a jurisdictional level in the County, including OD assessment for goods movement
 - Provide technical assistance with TIA guidelines/CMP monitoring
 - Attend meetings and assist with presentations on SB 743
 - Provide technical analysis on estimated travel patterns in San Bernardino County at a jurisdictional level (OD assessment)
 - Conduct and provide traffic counts when necessary for SBCTA planning and infrastructure projects
 - Provide technical assistance on VMT mitigation assessment for transportation projects around the County
 - Assist with the implementation of SBCTA VMT Mitigation Bank (scopes outside of REAP 2.0 funding program)
 - Monitor the development of VMT mitigation measures at the State and regional level (additionally, legal concepts, telework program)
 - Continue to update the technical VMT mitigation analysis included in the SBCTA mitigation study (cost-effectiveness and modeling)
 - Provide technical assistance in setting up of the mitigation bank (crediting programs, app development, validation process, baseline establishment, lifecycle concept, trip verification)
 - Assist in defining appropriate strategies to collect traffic count data. The purpose of data collection is to demonstrate pre-construction conditions and construction conditions on various projects
 - Aggregate count data for archival purposes
 - Reconfigure and recalibrate count units as necessary during the data collection period as construction stages change, which may shift lanes to ensure appropriate lane reads by count units
 - Obtain necessary encroachment permits from Caltrans necessary to collect counts along the I-15 corridor
- 4) Sustainability Planning
- Countywide Habitat Conservation/Preservation Planning
 - Support SBCTA staff and consultants in implementation of the Regional Conservation Investment Strategy (RCIS)
 - Manage project invoicing and troubleshoot contract-related issues
 - Assist with potential future mitigation credit agreement process
 - Provide technical support on habitat mitigation strategies on various SBCTA/SBCOG projects (e.g. Advanced mitigation strategies, conservation planning process, acquisition of mitigation lands, project level environmental analysis, habitat mapping)

- Provide technical support on CEQA habitat mitigation requirements on various SBCTA/SBCOG projects (e.g. processing Incidental Take Permits (ITP), negotiations on conservation requirements, and obtaining other permits)
 - Monitor, attend, and participate in meetings with partner entities as necessary
 - Transit Oriented Development (TOD) and Transportation Corridor Plans
 - Support SBCTA staff in implementing TOD/Corridor projects, especially in the areas of nexus between land use and transportation planning
 - Support SBCTA staff and member jurisdictions with coordination efforts related to the TOD/Corridor Plans, especially with state, regional, and county agencies and transit operators
 - Monitor policy and program updates and guidelines from the state agencies and SCAG and provide comments that could potentially be submitted to the relevant agencies
 - Assist SBCTA staff with the development and implementation of the RTP/SCS
 - Provide technical and staff support for the SBCTA Freeway Service Patrol (FSP) Program
 - Assist SBCTA/SBCOG staff in monitoring and identifying a new agency wide sustainability strategies/programs
 - Assist SBCTA/SBCOG staff with development of sustainability fact sheets for various programs at SBCTA/SBCOG (possibly some marketing materials)
 - Work with Planning and Public Information staff to maintain sustainability program information on SBCTA/SBCOG website
 - Assist with administrative work related to SBCTA/SBCOG involved sustainability programs
 - Assist SBCTA staff with the implementation of Countywide Vision Wellness Element initiatives related to built-environment, as highlighted in the Community Transformation Plan <http://communityvitalsigns.org/>
 - Provide technical assistance to member jurisdictions that are developing a healthy communities element containing policies and programs to improve community health
 - Maintain database associated with Health Equity, SB 1000 Toolkit, and UCR Equity Study
- 5) Climate Change and Adaptation Planning
- Countywide Greenhouse Gas (GHG) Reduction Plan Update
 - Support SBCTA staff and consultants in implementing the updated plan through the new EPA Climate Pollution Reduction Grant (CPRG)
 - Manage project invoicing and troubleshoot contract related issues
 - Support with CEQA-related issues on the countywide GHG reduction projects and programs
 - Sub-Regional Climate Adaptation Plan (with WRCOG)
 - Support SBCTA staff and consultants in managing the updated plan
 - Support SBCTA staff with coordination efforts related to the regional Climate Collaborative
 - Assist SBCTA/SBCOG with organizing and implementing outreach meetings outside of the grant SOW. (e.g. stakeholder meetings, presentations at SBCTA/SBCOG, SCAG, and other venues deemed necessary by SBCTA/SBCOG project manager) <https://wrcog.us/285/Resilient-IE>
 - Assist in reviewing draft documents from consultants working on the Resilient IE related projects, including materials produced by Inland Southern California Climate Collaborative (ISC3) <https://iscclimatecollaborative.org/>
 - Assist with the implementation of strategies based on recommendations developed by

- the regional plan, including actions in ISC3
 - Provide technical assistance and research assistance in project development related to resiliency and climate adaptation planning. This could include: infrastructure planning, hazard mitigation planning, evacuation route planning, impact studies, and climate resiliency on biological resources
 - Assist with administrative work related to SBCTA/SBCOG involved climate change and adaptation planning programs
 - Provide technical support with energy resilience planning and evacuation route planning associated with climate change impacts
 - Develop project list for future grant application associated with Federal and State funding on climate adaptation
 - Work with member jurisdictions on project concept development
 - Work with community or community based organizations to conduct outreach and provide input associated with project development
 - If necessary, work with member jurisdictions and SBCTA/SBCOG staff to develop infrastructure projects to be shovel ready for funding (possibly through environmental permitting and project design support)
- 6) General SBCTA/SBCOG Staff Support
- Assist SBCTA/SBCOG staff with the management of various projects not included in any of the other sections. (e.g. SBCTA/SBCOG Equity Policy Development, Outdoor Equity Program, and Geospatial Analysis and Support)
 - Create a Policy Framework for including Equity in policies and processes for SBCTA/SBCOG. The framework will include a flowchart / “interview” process for consideration at the start of projects, common remedies to identified gaps, and a clear statement of Equity goals and desired outcomes
 - Organizing and/or attending meetings on behalf of SBCTA/SBCOG
 - Provide technical training on various topics on COG and Planning
 - Assist SBCTA staff with workshops, training, conferences, presentations, and other event planning
 - Provide technical GIS support including migration and configuration of SQL server reporting services (mapping/dashboard/analytics/SBTAM and GIS integration)
 - Assist with Grant Writing – SBCTA prepares some grant applications in-house and also has a contract with a grant writing firm. Thus, this task will only involve giving technical input to the grant writing consultant when needed. Examples may be benefit-cost analysis and analytical data supporting the application
 - Grant Project ideas and suggestions – Although SBCTA tracks various federal/state/regional grants, the consultant will be expected to provide grant application suggestions and ideas
 - Assist SBCOG Staff with the management of projects approved in the Council of Governments Work Plan
 - Complete cost/benefit analysis for implementation of policies, and plans.
 - Engage stakeholders and local agencies
 - Create policy and administrative toolkits
 - Assist with workforce development programs and initiatives, working with jurisdictions, chambers of commerce, small businesses and others
 - Conduct community outreach and engagement for various projects and initiatives throughout the County, establish relationships with outside stakeholders and organizations. Create a

communication structure for future collaboration

- Support the creation of small business programs and initiatives through SBCOG, incorporating equitable business practices, procurement, and others. Conduct research through surveys, focus groups, workshops, and other events to learn more about how small businesses conduct business and to build relationship within the business community

7) Grant Writing/Management Services:

- Seek grant funding for specific projects or programs as requested by SBCTA/SBCOG
- Assist SBCTA/SBCOG staff in the preparation of grant applications and submit grant applications on behalf of the SBCTA/SBCOG. SBCTA/SBCOG may request the consultant to track progress of submitted grant applications and request support from legislators and agencies in an effort to secure funding
- Develop timelines and checklists for identified grants to ensure timely grant completion and submission
- Compose grant proposals, including budget, concept plans, and other necessary items for grant submittals. Assist SBCTA/SBCOG staff in ensuring compliance with all applicable grant rules and regulations. In instances where grant elements are too technical, SBCTA/SBCOG staff will allow the grant writer to add technical assistance from a sub-consultant
- In the event that a grant application is prepared, submitted, and funded, the consultant may be required to implement and/or provide grant administration assistance for specific projects or programs. Grant administration assistance may include the implementation of a program, preparation of required reports, cash draw-down requests, progress reports, and clearing special conditions as identified by the funding agency. This also includes conducting workshops SBCTA/SBCOG and its member agencies on topics related to grant funding opportunities and successful grant writing
- Deliverables will be determined on a case-by-case basis depending on the services requested by SBCTA/SBCOG
- Inform SBCTA/SBCOG staff of any grant opportunities that are appropriate for SBCTA/SBCOG projects, programs, or services. This will include State, Federal, local and any other opportunities for funding from other non-profits/foundations
- May be asked to submit awards applications and write other proposals as asked by SBCTA/SBCOG staff

8) Housing/General Plan/Local Planning Support

- Work with member agencies to establish a SBCTA/SBCOG work plan based on recent OPR guidelines and other legislative mandates (e.g., SB 743, SB 1000, AB 2140, etc.)
- Work with member agencies to assist in housing-related programs and policies that are associated with land use planning (scope of work that are outside of the Regional Early Action Planning (REAP) 2.0 Grant Program)
- Assist SBCTA/SBCOG staff in monitoring and identifying new agency-wide housing strategies/programs, including the establishment of the regional housing trust in the County
- Provide logistics support for SBCTA/SBCOG housing programs
- Provide housing program related support services assisting SBCTA/SBCOG member jurisdictions through the various RHNA processes and then their Housing Elements process through the California Department of Housing and Community Development's (HCD) review process
- Monitor, attend, and participate in meetings with partner entities as necessary
- Monitor housing related legislation in California and provide presentations on important

legislation

- Assist with administrative work related to SBCTA/SBCOG involved housing programs
- Assist with the implementation of housing-supportive infrastructure programs, which could include broadband, water, sewer, utilities, transportation, and various new technologies (Smart City/County concept)
- Assist SBCTA/SBCOG staff with organizing and implementing outreach meetings. (e.g. stakeholder meetings, presentations at SBCTA/SBCOG, SCAG, and other venues deemed necessary by SBCTA project manager)

9) Project Management and Controls

- Provide project management to Planning and COG projects
- Complete reporting and invoicing requirements for grants received and projects
- Work with SBCTA's Finance Department to ensure all financial and reporting requirements are met
- Work with SBCTA staff to ensure projects progress; provide updates to SBCTA/SBCOG staff as necessary
- Track project progress in an organized manner and ensure work is being completed according to project timelines, scopes of work, and budget

10) Regional Early Action Planning (REAP) 2.0 Programs:

The REAP 2.0 program is a flexible program that seeks to accelerate progress towards state housing goals and climate commitments through a strengthened partnership between the state, its regions, and local entities. REAP 2.0 seeks to accelerate infill housing development, reduce Vehicle Miles Traveled (VMT), increase housing supply at all affordability levels, affirmatively further fair housing, and facilitate the implementation of adopted regional and local plans to achieve these goals.

The program was established as part of the 2021 California Comeback Plan under AB 140 and builds on the success of REAP 2019, but expands the program focus by integrating housing and climate goals, and allowing for broader planning and implementation investments, including infrastructure investments that support infill development that facilitates housing supply, choice, and affordability.

SBCTA/SBCOG is partnering with SCAG through various REAP 2.0 programs listed below in order to accelerate housing project implementation in ways that lead to transformative policy outcomes and accelerate the implementation of regional and local plans that achieve the state priority planning goals.

The REAP 2.0 Program Objectives are as follows:

- Accelerate infill development that facilitates housing supply, choice, and affordability;
- Affirmatively Further Fair Housing (AFFH); and
- Reduce Vehicle Miles Traveled (VMT).

For SBCTA/SBCOG, implementation of the REAP 2.0 Program could potentially revolve around five distinct program areas with multiple projects under each programmatic category. Some programs have received funding, and some have not received funding yet, and the program evaluation is still in process with SCAG. It is also important to note that some of the

SBCTA/SBCOG projects have been placed under the contingency project list. Both SCAG and SBCTA/SBCOG are actively pursuing additional funds to supplement the current funding level to fund projects in the contingency list. Once these contingency projects receive funding, it is likely that the on-call consultants selected through this RFP process will be utilized to implement the projects.

REAP 2.0 Program Categories:

- County Transportation Commission Partnership Program (CTCPP)
- Subregional Partnership Program (SRP)
- NOFA – Funding for Lasting Affordability
- Housing Infill on Public and Private Lands (HIPP) Program
- Regional Utilities Supporting Housing (RUSH) Program
- Sustainable Communities Program – Civic Engagement, Equity, Environmental Justice (SCP-CEEEJ)

A. County Transportation Commission Partnership Program (CTCPP) (Partially Funded)

a. Jurisdiction Multi-Modal Complete Streets Pre-Construction and Construction Activities (Funding is only available for the pre-construction phase and construction phases have been placed under the contingency list):

i. City of Fontana Sierra Avenue Complete Streets

1. Pre-construction activities for five (5) new traffic signals and one (1) traffic signal modification, plus pavement rehabilitation, curb ramps, signing, and striping to reduce lanes and redirect traffic to other streets.
2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
3. Development of Plans, Specifications and Estimates (PS&E) Phase
4. Two sets of design plans are requested: Phase I (interim condition) would reduce the number of travel lanes on Sierra Avenue from two lanes in each direction to one lane in each direction, convert Wheeler Avenue to a one-way northbound street, and convert Nuevo Avenue to a one-way southbound street. Also, Phase I includes the installation and modification of traffic signals at six (6) intersections within the core area to provide a smooth flow of one-way traffic in order to reduce travel time, stops, and delay.
5. Phase II (the ultimate condition) would close Sierra Avenue between Arrow Boulevard and Orange Way to vehicular traffic and continue to divert traffic to parallel streets. The project includes extensive complete street elements along Sierra Avenue, Nuevo Avenue, Wheeler Avenue, Arrow Boulevard and Orange Way.
6. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)

ii. City of Ontario Vista Verde II Affordable Housing Development

1. Pre-construction activities for improved sidewalks and bicycle lanes along Holt Boulevard and other frontage roads on and off the project site
2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)

3. Development of Plans, Specifications and Estimates (PS&E) Phase
 4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
 5. Connection of utilities
- iii. City of Rancho Cucamonga Haven Avenue and Foothill Boulevard Complete Streets
1. Pre-construction activities to repurpose rights-of-way to include extensive complete street elements consisting of improved pedestrian sidewalks, improved bicycle facilities, improved transit stops, and (ultimately) a dedicated transit lane on Foothill Boulevard
 2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
 3. Development of Plans, Specifications and Estimates (PS&E) Phase
 4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
 5. Funding availability will determine various phases of the project, however project will begin with PA&ED phase associated with Haven Avenue.
- iv. City of Twentynine Palms Affordable Housing and Pedestrian Improvements
1. Pre-construction and construction of transportation activities to connect between nearby transit, public amenities, and planned affordable housing development.
 2. Development of Plans, Specifications and Estimates (PS&E) Phase – Possible redesign to accommodate more multimodal components
 3. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
- v. City of Upland Active Transportation Improvements Around Magnolia and Euclid Affordable Housing Project
1. Pre-construction activities to improve multimodal infrastructure near the Upland Metrolink Station to enhance pedestrian access to the station and to improve pedestrian and bicycle infrastructure around two proposed affordable housing developments. (Stowell Street, Euclid Avenue, Second Avenue, A Street and others)
 2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
 3. Development of Plans, Specifications and Estimates (PS&E) Phase
 4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
- vi. City of Rialto Metrolink Station Area Visioning and Development
1. Pre-construction activities for active transportation improvements and redesigning of the downtown area near the Metrolink Station and the Civic Center
 2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
 3. Development of Plans, Specifications and Estimates (PS&E) Phase
 4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)

b. SBCTA VMT Mitigation Bank Proposal

The establishment of a VMT mitigation program is a high priority for many California jurisdictions searching for effective mitigation approaches as lead agencies and as project applicants work through the initial years of the transition to a VMT impact metric. In July 2020, the SBCTA Board of Directors authorized staff *“to develop options for establishing a mitigation crediting system that would allow for quantification of the trip-reduction and greenhouse gas (GHG) reduction benefits of telework and other transportation demand management (TDM) options and the voluntary application of those credits to facilitate environmental mitigation of projects in San Bernardino County....”*

To get the program started, the VMT Bank will incentivize individuals to earn VMT reduction credits by reducing their commute travel (against a baseline auto-based commute) by working or home, or “teleworking.” But the plan is to design the overall program more holistically from the beginning and to incrementally add a broader set of transit/TDM options for reducing VMT, to include taking transit, vanpooling, ridesharing, commuting via bike and walk, etc. In a nutshell, the VMT reduction credits would be deposited into each commuter’s VMT “bank account.” Projects needing VMT mitigation (transportation or land use projects) would then purchase credits through protocols established by the bank and be able to use those credits as mitigation, provided the lead agency agrees.

The mitigation bank is beginning with VMT reduction via telework because incentivizing telework was compared with other VMT mitigation strategies and shown to be the most cost-effective option available. Using an app on a smart phone, participants will establish a “VMT baseline” and generate credits whenever they choose to telework or commute via transit, rideshare, etc. The VMT reduction credit, which can be verified through location-based information on the app, will then be converted monetarily by the bank to the individual’s account once the credits are sold to development or for transportation projects that need to reduce VMT impacts under CEQA. To “jump-start” the bank prior to credits being sold, funding from other sources will be used to incentivize participants. Following this start-up period, and when credits can be sold, the bank is anticipated to be self-funding based on project mitigation for VMT. In addition to providing incentive funding for the participants, money deposited into the bank from purchased credits could be applied to individual, local, regional, or state VMT reduction programs or projects, such as housing-specific projects included in a regional housing trust program.

The VMT bank will be available to people who live and/or work in San Bernardino County. The IE Commuter Program would continue to operate and be available to employers and residents of San Bernardino and Riverside Counties. Participants who enroll in the VMT Bank program would participate in documenting their travel through a mobile phone app and would receive a cash incentive only if their VMT is reduced. The Bank would in turn sell VMT credits based on the amount of accumulated VMT reduced by participants. It is expected that the mitigation cost to reduce VMT and the incentive for participants would change over time.

It is intended that SBCTA would act as the administrator of the program, with eligible participants for VMT reduction being those who either reside within or are employed within San Bernardino County. Entities eligible for buying credits would be lead agencies responsible for transportation projects (including SBCTA and local San Bernardino County governments) and sponsors of land development projects. Entities within San Bernardino County would be given priority in being able to purchase credits. However, if the market for purchasing credits within the county was not adequate

to foster the sale of credits adequate to cover the cost of VMT reduction incentive payments and Bank operation, the sale of credits could be opened up to entities outside San Bernardino County.

SBCTA is seeking a management, software, and finance team to provide “turn-key” services to establish and operate the Bank. Some of the funding available to establish the bank is available only through December 31, 2025. At a minimum, the Bank must be fully established and operational prior to that date, so that a pilot period can occur immediately after the REAP funding deadline with as many participants as possible. A goal would be to recruit at least 2000 participants within 6 month and have several “hypothetical” sales of credits within a year.

- i. Develop an Administrative Plan that Address the Following:
 1. Program Visions and Goals – Policy Implications
 2. Program Structure within SBCTA Organization (Relations to the Departments and Programs: e.g. IE Commuter Program)
 3. Establishment of the Mitigation Bank Process and Authority
 4. Program Cost Estimates and Fee Structure
 - a. Administrative Fees (Staffing Needs)
 - b. Supply: Cost of Purchasing VMT (Individual Participants)
 - c. Demand: Cost of Selling VMT (Transportation and Land Use Projects Needing Mitigation)
 5. Program Schedule/Milestones
 6. Marketing Strategies/Materials
 7. Legal Memo/FAQs
 8. Contracting and Procurement
 9. MOUs and Funding Agreements
 10. Program Evaluation
 11. User Agreements and Guides
 12. Financial Structure
 13. Policy Determination on Proceeds
 14. Verification Procedure
- ii. Develop Design Concept and Functionality for the VMT Reduction Quantification and Data Management System
 1. VMT Bank Program Management Interface – App Development
 - a. Accurate Accounting of Telework
 - b. Calculation of VMT
 - c. Inclusion of Financial Transaction
 - d. User-friendly functionality
 2. Quantification and Record-keeping Subsystem
 - a. Manual verification management
 - b. Reporting and data dashboard/summary displays
 3. Commuter Interface
 - a. Management of VMT reduced or generated
 - b. Optional ability (preference options)
 4. Financial System Interface – Key component of the app
- iii. Develop Software Specifications (Android and Apple Users)
- iv. Implement and Test Software Systems Identified in the Specification Task
- v. Beta-Test the VMT Mitigation Bank Systems with a Limited Number of Hand Picked Volunteers

- vi. Develop a Marketing Plan for Introducing the VMT Mitigation Bank and App to the Public
- vii. “Go Live” with the System
- viii. Reporting and Interaction with SBCTA and the System Evaluator
 - 1. Additional VMT Reducing Transportation Mode Inclusion

B. Subregional Partnership Program

- a. Activity/Project 1: Accelerating Housing Element Implementation.
 - i. Staff augmentation program under REAP 1.0 was extremely successful because the technical assistance provided to the local jurisdictions was directly addressing the needs of the local jurisdictions that were struggling to meet the HCD requirements for the development of the housing elements.
 - ii. Similarly, under this activity, SBCOG consultants will provide contract planning services to local jurisdictions. These contract planning staff may augment local staffing needs for Cycle 6 Housing Element (HE) implementation.
 - 1. Assistance may include, but not limited to: assisting jurisdiction’s rezoning efforts, amending zoning ordinances, Analyzing environmental/CEQA issues, writing staff reports and technical memo, obtaining prohousing designation, and implementing policies associated with Accessory Dwelling Units (ADUs)
- b. Activity/Project 2: A Region of Housing Experts - Webinars and Trainings. SBCOG’s consultants will create and conduct webinars and technical trainings available to each of the 25 jurisdictions to facilitate and accelerate affordable housing projects.
 - i. Hold a workshop for all jurisdictions to identify the greatest housing element implementation needs. Then, conduct two-to-three subregional meetings with jurisdictions to further refine the needs and inform the work performed in other tasks (permitting and reporting support, ADU assistance, Housing Element implementation, anti-displacement study, etc.).
 - ii. Plan and develop technical trainings for local jurisdiction staff on topics related to housing development (legislation, objective design standards, rezoning, CEQA streamlining, prohousing policies, finance mechanisms, etc.).
 - iii. These workshops and outreach are necessary because every jurisdiction in the County has a different schedule related to the certification and implementation of the Housing Elements. Currently, there are 13 out of 25 jurisdictions in the County with a certified Housing Element.
- c. Activity/Project 3: Best Practices – Templates and Toolkits. SBCOG’s consultant will provide templates and toolkits to its 25 jurisdictions for housing program implementation. Resources developed through the templates and toolkits will support local staff by providing necessary research, resources, and information to best collaborate with stakeholders and inform decision-makers in a manner that will influence local change to facilitate and implement informed planning efforts.
 - i. Develop templates that can be used by member agencies to implement housing elements. Materials may include by-right zoning checklist, design best practices, draft local ordinances, draft presentations for CC or PC, CEQA streamlining tools, staff report templates, public outreach resources, AFFH implementation materials, missing middle housing resources, inclusionary zoning best practices, fact sheets on new housing legislation.

- ii. Develop toolkits that can be used by member agencies (e.g., Anti-Displacement Toolkit, Legislative Toolkit, Objective Design Standards for ADUs, multi-family and mixed-use, etc.). Envision a comprehensive website with slide decks and fact sheets to help jurisdictions implement requirements, etc. The final toolkit could include: 1) measuring and tracking displacement risk; 2) multilingual communication materials that elevate discourse around displacement; 3) resources to empower residents; 4) guidance to property owners and localities on relevant legislation and regulations; 5) draft model ordinances (e.g., rights of first refusal, protections from condo conversions, just cause eviction, etc.); and 6) resources to assist both localities and community members in the preservation of housing.
 - d. Activity/Project 4: Empowering our Communities - AFFH Engagement Programs
 - SBCOG’s consultant will aid the 25 member jurisdictions in implementing fair housing programs with support to include outreach and engagement to all community segments, gathering information and feedback related to fair housing, and providing resources to empower residents and increase discourse around fair housing.
 - i. Review all 25 Housing Element AFFH programs for outreach commitments and provide outreach and engagement support. The main goal of the program is to reduce duplicative outreach efforts and streamline the process for all of the member jurisdictions.
 - ii. Create AFFH Engagement Programs. (e.g., expand and use the SB 1000 toolkit).
www.sb1000toolkit.com
- C. NOFA – Funding for Lasting Affordability – Establishment of San Bernardino County Regional Housing Trust (SBRHT)
 - a. The San Bernardino Council of Governments (SBCOG) requested funding to establish and administer the San Bernardino Regional Housing Trust (Housing Trust). The Trust will be structured as a JPA made up of participating members with a non-profit component. The new JPA may be structured as an agency under SBCOG or as a separate JPA entity with an MOU with the SBCOG. Major deliverables include 1) the establishment of the Housing Trust (Bylaws, Administrative Plan, Program Priorities, Budget, Jurisdiction Membership); 2) Gap Financing Program (how/when the funds or program will be established); and 3) Acceleration of one or more affordable housing projects managed under the Regional Housing Trust as a Gap Financing Program pilot case.
 - b. When funds become available, SBCOG staff will be soliciting proposals from qualified on-call consultants to help establish the housing trust and implement programs approved by the new JPA Board.
 - c. Consultant will coordinate activities, develop draft resolutions, draft JPA agreement, make city council presentations, and agreement between SBCOG and the Housing Trust through the development of an administrative plan
 - d. The administrative plan should include:
 - i. Purpose and Structure
 - ii. Member Jurisdiction Resolutions
 - iii. Establishment of Pipeline Projects with Prioritization
 - iv. Establishment of the Trust Programs

- v. Administrative Duties and Responsibilities with MOU between SBCOG and the Trust
 - vi. Board of Directors with Membership Structure and Bylaws
 - vii. Budget/Funding/Membership Fees
 - viii. Staffing Needs Analysis
 - ix. Annual Reporting Procedures
- e. Develop Housing Trust Website to manage program and showcase lessons learned and case studies that can be disseminated to other regions.
- D. Housing Infill on Public and Private Lands (HIPP) Program – Public Land to Residential Project – Inventory, Analysis & Toolkit for Workforce and Teacher Housing
- a. The SBCOG/SBCTA requested REAP 2.0 HIPP funding for the SBCTA/SBCSS and Other Public Land-to-Residential Project (Project). SBCTA will partner with the San Bernardino County Superintendent of Schools (SBCSS) and member agencies to develop a comprehensive inventory and analysis of all publicly-owned properties. The Project will identify developable sites for housing at a variety of affordability levels, with a focus on workforce housing for educators.
 - b. The Project aims to:
 - i. Conduct a comprehensive inventory of all publicly-owned lands within the region
 - ii. Analyze these lands to identify sites that are suitable for housing development
 - iii. Develop a toolkit to assist public agencies with identifying these sites as Surplus Lands to make them available for affordable housing. The toolkit should contain best practices and implementable actions, providing jurisdictions with direction on how to convert sites for residential uses.
 - iv. With the results of the analyses, produce recommendations for how SBCOG, SBCSS, or the jurisdiction could approach residential development, including a step-by-step guide, developer collaboration, potential ordinances, policies, or financing tools to consider. Specific focus will be given to various school district sites for potential “Teacher Housing” options.
 - v. Identify list of sites that are categorized as publicly-owned that have residential conversion potential based on each jurisdiction’s Housing Element and SCAG’s most recent Annual Land Use Data.
 - vi. Identify partner with a public agency or an affordable housing developer to prepare selected sites for possible affordable or workforce housing development.
- E. Regional Utilities Supporting Housing (RUSH) Program – Upland
- a. The main goal of the RUSH Program is to create plans and programs to support increased utility capacity of areas designated for residential development in a Housing Element. These programs should increase utility capacity and/or lower the cost of residential development. Potential projects could include developing an analysis to update developer utility fees to avoid concentration of infrastructure upgrade costs and creating a capital improvement plan or updating an existing one.
 - b. For SBCTA/SBCOG, an affordable housing project (Magnolia/Euclid Villas) in Upland meets these criteria seamlessly. The main issue related to the project revolves around power line relocation with Southern California Edison (SCE).

- c. If funded, SBCTA/SBCOG will select an on-call consultant with the most utility experience, especially working directly with SCE.

F. Sustainable Communities Program – Civic Engagement, Equity, & Environmental Justice

- a. SBCTA/SBCOG received funding from SCAG to complement an active transportation priority list that SBCTA/SBCOG is developing. The main objective of this project is to provide jurisdictions in San Bernardino County with community-informed and researched priority projects for active transportation improvements. The target outcome of the priority list and community engagement is for jurisdictions to receive the list of priority projects and have them be prepared for funding to be able to implement the identified projects.

i. The funding provided by SCAG will:

1. Provide project management administrative assistance such as creating agendas, meeting minutes, a schedule, a timeline, progress reports, invoicing, and general communication between SBCTA staff, the consultant, jurisdictions, and stakeholders.
2. Existing conditions analysis that will identify any relevant and key stakeholders in the County and review the past engagement that SBCTA has done regarding active transportation.
3. Community engagement element of the project. The consultant will create a Public Engagement Plan, meet with stakeholders, hold focus groups, attend other engagement events, create surveys and project collateral, and provide a summary of the engagement completed.
4. Final report and presentations to an SBCTA deliberative body and technical working group.

On Call Project Categories: Please check the category box(es) that applies to your proposal

1	Active Transportation Program	
2	Transportation Modeling	
3	Transportation Planning	
4	Sustainability Planning	
5	Climate Change and Adaptation Planning	
6	General SBCTA/SBCOG Staff Support	
7	Grant Writing/Management Services	
8	Housing/General Plan/Local Planning Support	
9	Project Management and Controls	
10	Regional Early Action Planning (REAP) 2.0 Implementation	
10A	County Transportation Commission Partnership Program (CTCPP)	
10B	Subregional Partnership Program (SRP)	
10C	NOFA – Funding for Lasting Affordability	
10D	Housing Infill on Public and Private Lands (HIPP) Program	
10E	Regional Utilities Supporting Housing (RUSH) Program	
10F	Sustainable Communities Program – Civic Engagement, Equity, Environmental Justice (SCP – CEEJ)	

Task Order Approach

Multiple consultants may be selected to become part of the SBCTA/SBCOG “Planning Bench.” From time to time, consultants on the Bench would be requested to respond to task order solicitations for their areas expertise. SBCTA/SBCOG staff will write brief work statements, and consultants will respond with scopes of work that are specific to those statements, including cost and schedule. The breadth, timing, and distribution of these task solicitations will be at the discretion of the SBCTA/SBCOG On-Call Manager or designees. More than one consultant may be asked to respond to each task order, but normally only one consultant would be selected for a single task order. SBCTA/SBCOG cannot guarantee a minimum amount of work for any individual consultant or consulting team.

DRAFT

EXHIBIT “B”
“PRICE PROPOSAL”

All Price Sheets submitted in proposal are included in Exhibit B, however, Contract 24-1003135 has been awarded the following categories: 4, 5, and 8.



**EXHIBIT B - Price List for:
(Time and Materials)**

RFP No. 23-1003018

SUSTAINABILITY PLANNING

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate
Project Management	Project Manager	See attached*	\$
	Project Controls (Scheduler/Estimator)		\$
	Administrative Manager		\$
Planning	Principal Planner		\$
	Senior Planner		\$
	Planner		\$
Engineering	Senior Engineer		\$
	Engineer		\$

*Per the answer to question 6.1, at our discretion we are including pricing for all proposed personnel; PlaceWorks' Classifications/Titles do not match the ones provided in the table above, so we have attached our current rate sheet showing titles of all proposed personnel and their respective rates.

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
See attached	\$	\$
	\$	\$
	\$	\$
	\$	\$
TOTAL	\$	\$

PlaceWorks

Proposer

Signature of Authorized Person

Colin Drukker | Principal

11-30-2023

Date

We understand that per SBCTA RFP No. 23-1003018, Addendum 4: Final Price Sheets (cover sheet), "Contract escalation will based on the U.S Bureau Labor of Statistics, a clause will be added to the final contract(s)."



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

RFP No. 23-1003018

CLIMATE CHANGE AND ADAPTATION PLANNING

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate	
Project Management	Project Manager	See attached*	\$	
	Project Controls (Scheduler/Estimator)		\$	
	Administrative Manager		\$	
Planning	Principal Planner		\$	
	Senior Planner		\$	
	Planner		\$	
Engineering	Senior Engineer		\$	
	Engineer		\$	

*Per the answer to question 6.1, at our discretion we are including pricing for all proposed personnel; PlaceWorks' Classifications/Titles do not match the ones provided in the table above, so we have attached our current rate sheet showing titles of all proposed personnel and their respective rates.

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	
See attached	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
TOTAL			\$	

PlaceWorks

Proposer


Signature of Authorized Person

Colin Drukker | Principal

11-30-2023

Date

We understand that per SBCTA RFP No. 23-1003018, Addendum 4: Final Price Sheets (cover sheet), "Contract escalation will based on the U.S Bureau Labor of Statistics, a clause will be added to the final contract(s)."



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

RFP No. 23-1003018

HOUSING/GENERAL PLAN/LOCAL PLANNING SUPPORT

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate
Project Management	Project Manager	See attached*	\$
	Project Controls (Scheduler/Estimator)		\$
	Administrative Manager		\$
Planning	Principal Planner		\$
	Senior Planner		\$
	Planner		\$
Engineering	Senior Engineer		\$
	Engineer		\$

*Per the answer to question 6.1, at our discretion we are including pricing for all proposed personnel; PlaceWorks' Classifications/Titles do not match the ones provided in the table above, so we have attached our current rate sheet showing titles of all proposed personnel and their respective rates.

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
See attached	\$	\$
	\$	\$
	\$	\$
	\$	\$
TOTAL	\$	\$

PlaceWorks

Proposer

Signature of Authorized Person

Colin Drukker | Principal

11-30-2023

Date

We understand that per SBCTA RFP No. 23-1003018, Addendum 4: Final Price Sheets (cover sheet), "Contract escalation will based on the U.S Bureau Labor of Statistics, a clause will be added to the final contract(s)."



PlaceWorks – 2024 Standard Fee Schedule

Staff Level	Hourly Bill Rate
Principal	\$210-\$365
Associate Principal	\$195-\$295
Senior Associate II	\$170-\$280
Senior Associate I	\$160-\$235
Associate II	\$135-\$205
Associate I	\$125-\$190
Project Planner	\$105-\$165
Planner	\$90-\$180
Graphics Specialist	\$90-\$165
Administrator	\$145-\$210
Clerical/Word Processing/Technical Editor	\$45-\$160
Intern	\$80-\$125

Subconsultants are billed at cost plus 10%. Mileage reimbursement at current IRS Rate.
 Contract escalation will be based on the U.S Bureau Labor of Statistics, a clause will be added to the final contract(s).

2024-TempFeeSch_11-20-23



Document Reproduction and Other Direct Costs

Item	Cost	Unit
Mileage		at current IRS reimbursement rate
Postage		at cost
Black/White Copies, Scans & Prints	\$0.10	per side of 8½" x 11" paper
Color Copies, Scans & Prints	\$0.80	per side of 8½" x 11" paper
Large Scale Scanning	\$4.00	per square foot
Black/White Plotting	\$0.75	per square foot
Color Plotting	\$10.00	per square foot
Flash Drives	\$5.00	each
Urban Footprint	\$500.00	each use/project
PA System	\$100.00	each PA system/project/day
Microphone Rental	\$25.00	each microphone/project/day
Noise Equipment Fee	\$200.00	each noise monitor/project
AERMOD Software	\$200.00	each use/project
Survey Monkey	\$300.00	each user/project/year
Survey Monkey (Premium Account-No Advertising)	\$1,500.00	each user/project/year
Website Hosting and Management	\$420.00	each project/year (add-ons billed at cost)
Traffic Analysis Software	\$200.00	each use/project
SoundPlan Software	\$500.00	each use/project
Tablet	\$75.00	each tablet/project/day
LCD Screen	\$100.00	each LCD screen/project/day
Projector	\$175.00	each projector/project/day
Projector Screen (Premium)	\$250.00	each premium project screen/project/day
Projector Screen (Regular)	\$150.00	each regular projector screen/project/day
GIS Software - Minor Use on a Project	\$100.00	per project
GIS Software - GIS Contracts	\$150.00	per project
GIS Software - Major Use on a Project	\$300.00	per project
iPad Podium	\$50.00	each podium/project/day
Digital Camera	\$50.00	each camera/project/day
Laptop	\$125.00	each laptop/project/day
Easel	\$20.00	each easel/project/day
EMF Meter	\$150.00	each EMF meter/project/day
Light Meter	\$150.00	each light meter/project/day
Cart	\$35.00	each cart/project/day
Chairs	\$50.00	each chair/project/day
Tables	\$75.00	each table/project/day
Sand Bags	\$75.00	each sand bag/project/day
Easy-Up Outdoor Tent	\$75.00	each tent/project/day

ODCs 01-09-23

General Contract Information

Contract No: 23-1003018 Amendment No.: _____
 Contract Class: Payable Department: Planning and Regional
 Vendor No.: 03053 Vendor Name: DUDEK
 Description: On-Call Planning/COG/REAP 2.0 Bench

List Any Related Contract Nos.: _____

Dollar Amount					
Original Contract	\$	7,914,928.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	7,914,928.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	7,914,928.00

Contract Authorization

Board of Directors Date: 06/05/2024 Committee _____ Item # _____

Contract Management (Internal Purposes Only)

Other Contracts _____ Sole Source? No Administrative Budget Adjustment _____
 State/Local _____ Professional Services (Non-A&E) _____ N/A _____

Accounts Payable

Estimated Start Date: 07/01/2024 Expiration Date: 06/30/2029 Revised Expiration Date: _____
 NHS: N/A _____ N/A Prevailing Wage: N/A

Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding:	Total Contingency:
								\$	\$
GL	1035	20	0404	0000	52005		41200000		
							Sales Tax-LTF	441,667.00	-
GL	1035	20	0404	0000	52050		41200000	500,000.00	-
							Sales Tax-LTF		
GL	4180	20	0404	0000	52005		41100000	300,000.00	-
							Sales Tax-MSI		
GL	6001	25	0511	0224	52005		42905006	674,765.00	-
							SCAG_REAP 2.0		
GL	6001	25	0511	0225	52005		42905006	630,325.00	-
							SCAG_REAP 2.0		
GL	6001	25	0511	0226	52005		42905007	118,171.00	-
							SCAG_REAP 2.0 HIPP Pilot		
GL	6001	25	0511	0231	52005		42909023	5,000,000.00	-
							SBC Housing Trust		
GL	2810	15	0702	0000	52050		42212001	250,000.00	-
							AFE.STATE_DMV_SAFE_FEE		

Mairany Anaya
 Project Manager (Print Name)

Steven Smith
 Task Manager (Print Name)

Additional Notes:

Attachment: 23-1003018 Dudek CSS [Revision 3] (10087 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)

CONTRACT NO. 23-1003018**BY AND BETWEEN****SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY****AND****DUDEK****FOR****ON-CALL BENCH FOR PLANNING/SAN BERNARDINO ASSOCIATED
GOVERNMENTS (SBCOG) AND REGIONAL EARLY ACTION PLANNING (REAP) 2.0**

This contract (“Contract”) is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and Dudek (“CONSULTANT”), whose address is 605 Third Street, Encinitas, CA 92024. 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 Categories 4, 5, 6, 8, 9, 10B, 10C and 10D of Exhibit A “Scope of Work” (“Work”), in accordance with all applicable professional standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined herein, but only upon SBCTA’s issuance of and in accordance with the terms and instructions contained in one or more written Contract Task Orders (“CTO”) executed by both parties. The word “Work” includes without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Work performed hereunder shall be completed to the

satisfaction of SBCTA, with SBCTA's satisfaction being based on prevailing applicable professional standards.

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

ARTICLE 2. CONTRACT TERM

The Contract term shall commence upon issuance of a written Notice To Proceed or Notice of Executed Contract (NTP) issued by SBCTA's Procurement Division, and shall continue in full force and effect through June 30, 2029, until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any Work performed or costs incurred prior to issuance of the NTP.

SBCTA at its sole discretion may extend the original term of the Contract for two (2) option terms. The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed June 30, 2031.

ARTICLE 3. COMPENSATION

- 3.1 Total compensation to CONSULTANT for full and complete performance of Services in compliance with all the terms and conditions of this Contract and any CTOs issued, shall not exceed the amount set forth in 3.2 below.
- 3.2 The total Not-To-Exceed Amount for all CTOs issued to CONSULTANT is Twenty-Three Million, Two Hundred and Eighty-One Thousand, Nine Hundred and Fifty Dollars (\$23,281,950). All services shall be reimbursed pursuant to the hourly labor rates identified in Exhibit B "Price Proposal" and the executed CTO. The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and shall include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amount identified in Exhibit B. The SBCTA will not reimburse for any expenses not shown in Exhibit B.

Escalation shall be at a specific rate, as shown on the Bureau of Labor Statistics Employment Cost Index for Total Compensation for private industry workers, Table 5, Private Industry Workers, Occupational Group "Professional and Related" or its successor. The Employment Cost Index will be annually adjusted, apply total benefits for the private industry economic sector, not to be seasonally adjusted, but will include a 12-month percent change. Escalation shall commence as of (July 1, 2024), and shall be applied each (July, i.e. July 1st) for the term of the Contract.

- 3.3 As the need for On-Call Planning Services are required, SBCTA will issue a request for CTOs based on services and costs identified in 3.2 above. SBCTA does not guarantee any certain

number of CTOs will be issued during the term of this Contract. Award of CTOs is at the sole discretion of SBCTA.

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

ARTICLE 4. INVOICING

- 4.1 Payment to CONSULTANT as provided herein shall be payable in four (4) week billing period payments, forty-five (45) calendar days after receipt of an acceptable invoice by SBCTA prepared in accordance with the instructions below.. Payment shall not be construed to be an acceptance of Work.
- 4.2 CONSULTANT shall prepare invoices in a form satisfactory to and approved by SBCTA, which shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a four-week billing period and will be marked with SBCTA's contract number, description and task order number, if applicable. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice except for the month of June, which will require the invoice to be submitted by July 10th. Invoices shall include request for payment for Work (including additional services authorized by SBCTA) completed by CONSULTANT during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT's sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCTA has received and approved all Work and deliverables. Invoices should be e-mailed to SBCTA at the following address:

ap@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

- 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 Project Manager. CONSULTANT shall not substitute any Key Personnel without the prior written consent of SBCTA. In the event that the Parties cannot agree as to the substitution of Key Personnel, SBCTA may terminate this Contract. Key Personnel are:

Name	Job Classification/Function
Asha Bleier	Contract Manager and Task Lead, Category 6 and 9
Michael Howard	Task Lead, Category 4
Gaurav Srivastava	Task Lead, Category 4
Rose Newberry	Task Lead, Category 5
Erika Van Sickel	Task Lead, Category 8
Elizabeth Dickson	Task Lead, Category 10B, 10C, 10D.

ARTICLE 16. REPRESENTATIONS

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

ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

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

ARTICLE 18. TERMINATION

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

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

ARTICLE 19. STOP WORK ORDER

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

ARTICLE 20. CLAIMS

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

ARTICLE 21. INSURANCE

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

21.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than \$1,000,000 per claim
- An annual aggregate limit of not less than \$2,000,000
- 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. CONSULTANT can meet this requirement by securing an extended reporting period endorsement

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 **\$1,000,000 each occurrence**, \$2,000,000 aggregate
- 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, premises-operations , duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations
 - \$1,000,000, \$2, 000, 000 aggregate per occurrence limit for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury
- If a general aggregate applies, it shall apply separately to this project/location. The contract no. and brief explanation of the project/work must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504)
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable

A Certificate of insurance clearly listing all endorsements that is signed by the broker must be included. All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the CGL insurance coverage with limits not less than:

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

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

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 **\$1,000,000** each accident. This total limits of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services
- Combined Bodily Injury and Property Damage Liability insurance. The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

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 \$1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA in the care, custody, or control of the CONSULTANT. If not covered under the CONSULTANT's liability policy, such "property" coverage of SBCTA may be endorsed onto the CONSULTANT's Cyber Liability Policy as covered property as follows:

Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of SBCTA that will be in the care, custody, or control of CONSULTANT.

21.1.8 Railroad Protective Liability. Intentionally Omitted

21.2. General Provisions

- 21.2.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VII or better and if policies are written by insurance carriers that are non- admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-X or better, unless otherwise approved in writing by SBCTA’s Risk Manager.
- 21.2.2 Additional Insured Coverage. All policies, except those for Workers’ Compensation and Professional Liability insurance, shall be endorsed by an ISO Form CG 20 43, or if not available, then ISO Form that provides substantially equivalent coverage or carrier equivalent for General Liability and Auto coverage,, to name San Bernardino County Transportation Authority, San Bernardino Associated Governments (operating as San Bernardino Council of Governments or SBCOG), their officers, directors, members, employees, and agents, as additional insureds (“Additional Insureds”). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for any additional insured to vicarious liability, but shall allow coverage for the additional insureds to the full extent provided by the policy.
- 21.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA’s Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA’s Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager’s name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.
- 21.2.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self- insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-CONSULTANTS to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any

deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. Without SBCTA's Risk Manager's expressed written approval no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The CONSULTANT's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any CONSULTANT's deductible or SIR.

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

SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.

21.2.8 Non-Limitation of Insurance Requirements. The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the CONSULTANT's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the CONSULTANT shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the CONSULTANT is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the CONSULTANT arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Subcontractor. The CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.

21.2.9 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

21.2.10 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.

21.2.11 Project Specific Insurance. Intentionally Omitted

- 21.2.12 No Representations or Warranties. SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONSULTANT against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.
- 21.2.13 Review of Coverage. SBCTA may at any time review the coverage, form, and amount of insurance required under this contract, and may require the CONSULTANT to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk that exists at that time. SBCTA may change the insurance coverages and limits required under this contract by notice to the CONSULTANT, whereupon the CONSULTANT will, within sixty (60) days of such notice date, procure the additional and/or modified insurance coverages. Upon such change any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Contract amendment.
- 21.2.14 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultant(s) to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.
- 21.2.15 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.
- 21.2.16 Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 22. INDEMNITY

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

CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by SBCTA) SBCTA, SBCOG and its Entities, and their authorized officers, employees, agents and volunteers (collectively "Indemnitees"), from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of the professional to the maximum extent permitted by Civil Code Section 2782.8.

22.2 For all other Work and obligations under this Contract, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, SBCOG and its Entities, and their authorized officers, employees, agents and volunteers (“Indemnitees”), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by SBCTA on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CONSULTANT’s indemnification obligation applies to SBCTA’s “active” as well as “passive” negligence, but does not apply to SBCTA’s “sole negligence” or “willful misconduct” within the meaning of Civil Code section 2782.

ARTICLE 23. ERRORS AND OMISSIONS

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

ARTICLE 24. OWNERSHIP OF DOCUMENTS

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

ARTICLE 25. SUBCONTRACTS

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

ARTICLE 26. RECORD INSPECTION AND AUDITING

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

ARTICLE 27. INDEPENDENT CONTRACTOR

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

ARTICLE 28. ATTORNEY'S FEES

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

ARTICLE 29. GOVERNING LAW AND VENUE

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

ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 31. PRECEDENCE

31.1 The Contract consists of the following: Contract Articles, Exhibit A "Scope of Work," and Exhibit B "Price Proposal for Time and Materials," SBCTA's Request for Proposal and CONSULTANT's proposal, all of which are incorporated into this Contract by this reference.

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

ARTICLE 32. COMMUNICATIONS AND NOTICES

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

To CONSULTANT	To SBCTA
605 Third Street	1170 W. 3rd Street, 2nd Floor
Encinitas, CA 92024	San Bernardino, CA 92410-1715
Attn: Asha Bleier	Attn: Mairany Anaya
Email: ableier@dudek.com	Email: manaya@gosbcta.com
Phone: 760-479-4858	Phone: (909) 884-8276
2 nd Contact: Joseph Monaco	Copy: Procurement Manager
Email: jmonaco@dudek.com	Email: procurement@gosbcta.com

ARTICLE 33. DISPUTES

- 33.1 In the event any dispute, other than an audit, arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, Work to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA’s Procurement Manager within thirty (30) calendar days after notice thereof in writing, which notice shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have ten (10) calendar days after receipt of the decision in which to file a written appeal thereto with SBCTA’s Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such dispute may be reviewed by the court specified in Article 29.
- 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, and representatives shall not offer or give to any officer, official, agent or employee of SBCTA, any gift, entertainment, payment, loan, or other gratuity.

ARTICLE 35. REVIEW AND ACCEPTANCE

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

ARTICLE 36. CONFIDENTIALITY

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

ARTICLE 37. EVALUATION OF CONSULTANT

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

ARTICLE 38. SAFETY

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

ARTICLE 39. DRUG FREE WORKPLACE

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

ARTICLE 40. ASSIGNMENT

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

foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the Parties.

ARTICLE 41. AMENDMENTS

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

ARTICLE 42. PREVAILING WAGES

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

ARTICLE 43. CONTINGENT FEE

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

ARTICLE 44. FORCE MAJEURE

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

ARTICLE 45. WARRANTY

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

ARTICLE 46. ENTIRE DOCUMENT

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

46.2 No agent, official, employee or representative of SBCTA has any authority to bind SBCTA to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.

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

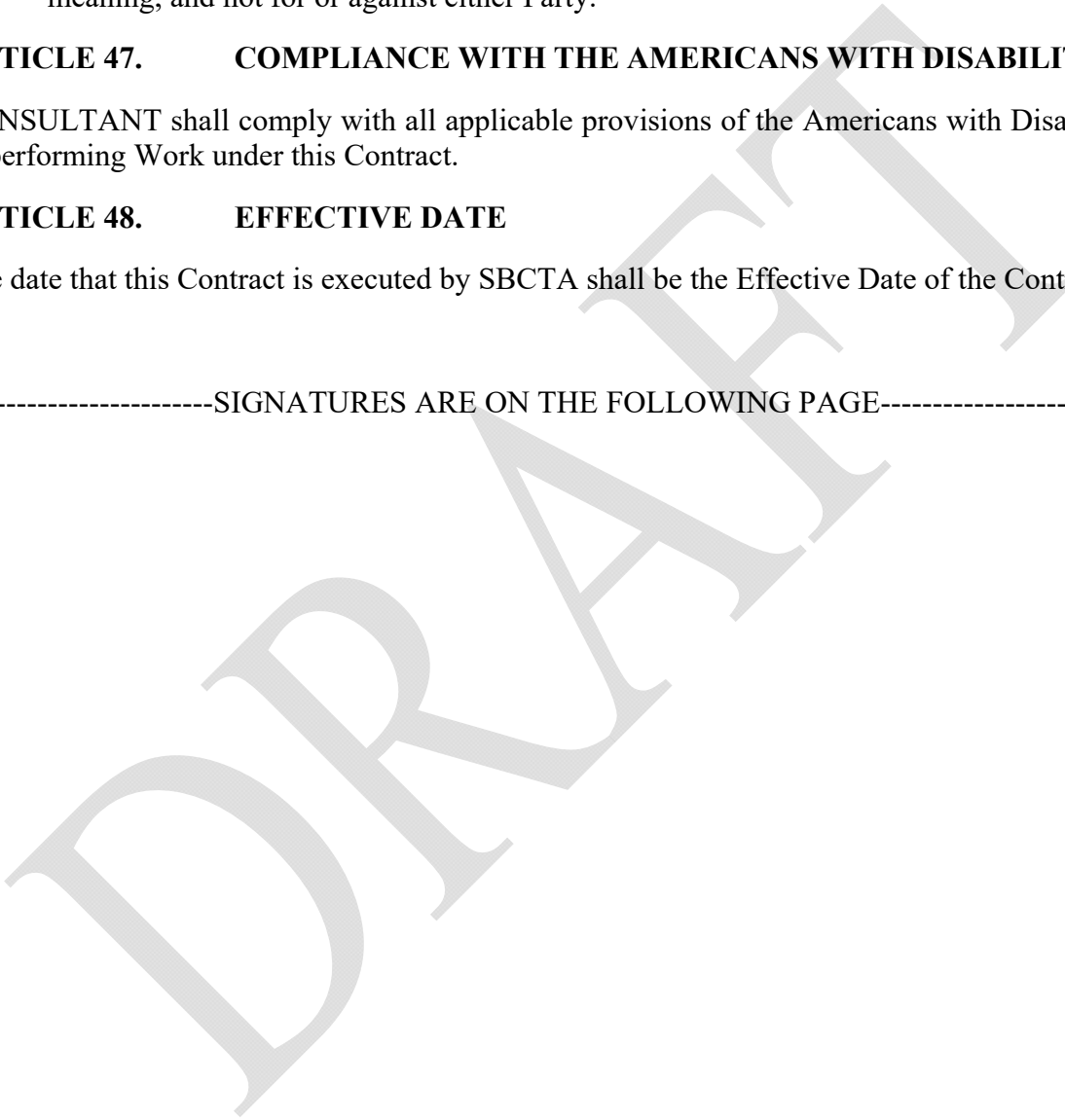
ARTICLE 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

ARTICLE 48. EFFECTIVE DATE

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

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



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

DUDEK, A CALIFORNIA CORPORATION

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Joseph Monaco
President and Chief Executive Officer

By: _____
Dawn M. Rowe
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Amy M. Paul
Secretary/General Counsel

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

Date: _____

CONCURRENCE

By: _____
Shaneka M. Morris
Procurement Manager

Date: _____

EXHIBIT "A"
"SCOPE OF WORK"

The full Scope of Work from RFP23-1003018 is included in Exhibit A of this contract, however, Contract 23-1003018 has been awarded for the following categories: 4, 5, 6, 8, 9, 10B, 10C and 10D.

EXHIBIT A

SCOPE OF WORK

A COST PROPOSAL SHALL BE SUBMITTED PER EACH “PROGRAM” FIRMS ARE INTERESTED IN PROPOSING FOR.

The **San Bernardino County Transportation Authority (SBCTA)** is the countywide transportation planning agency in San Bernardino County. San Bernardino Associated Governments, a joint powers authority, operates as the **San Bernardino Council of Governments (SBCOG)**. SBCTA/SBCOG serves over 2.1 million residents of San Bernardino County; SBCTA/SBCOG has as its membership the County of San Bernardino and all cities/towns within the county: Adelanto, Apple Valley, Barstow, Big Bear Lake, Chino, Chino Hills, Colton, Fontana, Grand Terrace, Hesperia, Highland, Loma Linda, Montclair, Needles, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Twentynine Palms, Upland, Victorville, Yucaipa, and Yucca Valley. (25 Jurisdictions total)

The Planning Department at SBCTA/SBCOG is involved in various programs that carry out the continuing responsibilities of SBCTA and SBCOG to prepare key planning documents that provide the framework for transportation and sustainability program delivery. Examples include the Countywide Transportation Plan, Measure I Strategic Plan, Long Range Multimodal Transportation Plan, Corridor-level and subarea-level plans, and other modal plans. (e.g., the Active Transportation Plan) These are developed through collaborative activities within and outside SBCTA/SBCOG involving comprehensive planning at the regional and county levels, compiling and maintaining planning and monitoring data, supporting ongoing congestion management, travel demand modeling, growth analysis, focused transportation study efforts, sustainability and energy programs, developing housing strategies, and managing grant applications.

The goal of the department is to: Improve mobility, safety, equity, and environmental quality by developing and coordinating plans to support SBCTA and SBCOG programs, as well as updates and amendments to the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) with the Southern California Association of Governments (SCAG), and mobile source components of air quality plans to meet State and Federal requirements.

The department also develops and coordinates countywide input on updates, revisions, refinement, policies, and other issues associated with regional plans for congested corridors, freight, passenger rail and transit, active transportation, air quality, housing, equity, Greenhouse Gas (GHG) and Vehicle Miles Travelled (VMT) Reduction, climate adaptation and resiliency strategies, and preparation of sub regional travel demand forecasts. In addition, SBCTA/SBCOG reviews and provides comments on State-level plans and programs.

For further details on some of the sustainability-related efforts of the SBCTA Planning Department, refer to the attached SBCTA and SBCOG Sustainability Initiatives Fact Sheet or see the Regional and Subregional Planning section at the following link to SBCTA’s current and past budget documents: <https://www.gosbcta.com/financial/>

As the Planning Department carries out its work plans and programs, the department sometimes requires transportation, land use, sustainability, outreach, and environmental planning support. Specific tasks that consultants may be required to perform are described below. This list is not intended to be inclusive, but represents the list of potential work items for which services may be requested from various consultants. Further details are provided below.

Description of Consultant Expertise and Hourly Rates on Program Categories

For purposes of submittal on this procurement, SBCTA requests that information be provided based on the firm's expertise with various tasks listed below and that consultant staff hourly rates be provided. Since the list of tasks in each program is, in many instances, conceptual, SBCTA is not requesting scopes of work be submitted for each task, but rather, a description of how the firm is equipped to provide support for specific tasks under each program. This will be evaluated based on both the firm's experience and personnel. **The consultant is not required to address every program task listed below but only to respond to the relevant program tasks in which the consultant has expertise. Although not prohibited, the opportunity for partnering with other firms through a sub-agreement will be more relevant during the Contract Task Order (CTO) process, where the selected firms will be competing on an actual funded project under each of the categories.** These descriptions are for work that SBCTA/SBCOG anticipates consultants could be asked to provide for the duration of the contract. It is important to note that these tasks are not actual proposed projects.

1) Active Transportation Program

- Assist SBCTA staff with the management of the State's Active Transportation Program (ATP)
 - Attend and comment on guidelines development workshops and updates representing SBCTA/SBCOG
 - Follow SCAG's determination of the regional MPO share of the ATP funding
 - Manage SBCTA-awarded projects under the ATP (Planning, Infrastructure, and Non-Infrastructure Projects), SCAG grants, or Caltrans grants
 - Manage project invoicing and schedule for SBCTA ATP Projects
 - Assist with technical elements of the ATP grant applications
- Assist SBCTA staff with management of the Transportation Development Act (TDA) Article 3 Program (SBCTA-managed active transportation grant funding)
- Analyze future active transportation funding opportunities for SBCTA and the member jurisdictions
- Support GIS staff with the development and management of the SBCTA Active Transportation web portal - Assist with dynamic data story 'Active San Bernardino Data'
- Assist with improving the process of outreach and engagement (CBOs, Jurisdictions, and other agencies)
- Support Implementation of San Bernardino County Active Transportation Plan (SBCATP, formerly known as Non-Motorized Transportation Plan (NMTP))
- Provide technical/engineering support to SBCTA staff and the member jurisdictions, including data collection and analysis of existing data (could involve bike/pedestrian volume data collection)
- Implementation of Countywide Comprehensive Sidewalk Inventory Project for better pedestrian planning and implementation
- Redlands Passenger Rail Project (RPRP) Accessibility (first mile/last mile plan)
- Implementation of SBCTA/SBCOG feasibility and prioritization study of existing proposed active transportation (AT) projects throughout San Bernardino County

- Assist with project design and environmental permitting
- Assist with cost estimate updates
- Assist with outreach
- Assist with the grant application
- Safe Routes to School Program Implementation and other Non-Infrastructure (NI) ATP projects
 - Assist/review with data collection (evaluation), enforcement, education, and encouragement efforts
 - Assist SBCTA staff with future funding search efforts/submit award applications on the program
 - Assist SBCTA staff with managing the Countywide SRTS programs
- Capital Improvement Plan (CIP) List / SBCTA Infrastructure Project Active Transportation Consistency Review

Note: The consultant may be asked to attend outside meetings representing SBCTA and, at times, may be asked to provide input and draft comments reflecting the positions of the agency. Most of the requested assistance would be related to project management of grant-funded projects, which includes invoicing, producing progress reports, providing input on draft plans, and assisting with data analysis. If SBCTA is successful in securing future funding for active transportation infrastructure, the consultants could be asked to manage the project from the pre-construction phase to the management of the construction phase for the less complex projects in coordination with local jurisdictions. Project management could also include the environmental phase of the project but will not include design, right-of-way acquisition, or the actual construction of the project.

2) Transportation Modeling

- San Bernardino Transportation Analysis Model (SBTAM)
 - Provide forecasts requested by local jurisdictions or other consultants preparing traffic studies and Environmental Impact Reports (EIRs)
 - Provide socio-economic data to support travel demand forecasts
 - General SBTAM Support
 - Troubleshooting modeling errors
 - SBTAM enhancements via new scripts/interfaces
 - Modeling analysis support
 - Troubleshoot updated SBTAM Model
 - SBTAM Transit Calibration Refinement
 - Staff training and assistance
 - Troubleshoot updated SBTAM Truck Model
 - SBTAM Model runs on various project/development scenarios
 - Incorporation of new SBTAM Plus project updates
 - Analysis and incorporation of Big Data and other Location-Based Services (LBS) data
 - Technical assistance related to incorporation of future Artificial Intelligence (AI) in transportation modelling

Transportation Planning

- Countywide Long Range Transportation Plan (LRTP)
 - Assist SBCTA staff with the compilation of the documents
 - Assist SBCTA with coordination and outreach

- Provide technical support to SBCTA staff
- Implementation of Action Plans and other Implementation Plans like the Customer Focused, Technology-Enabled Multi-Modalism Action Plan (see link at: <http://www.gosbcta.com/plans-projects/plans-rideshare-transit.html>)
 - Assist with the implementation of the action items in the plan
 - Assist SBCTA staff (mobility managers) with stakeholder coordination (Metrolink, San Bernardino County Transit Providers, and various SBCTA departments)
- Provide technical assistance on various transit related projects and activities
- Assist with implementation of transportation demand management strategies associated various transportation modes
- Assist with first/last mile strategy implementation related to transit/micro transit
- Assist with navigating through various new transit related technologies
- SBCTA Safe Routes to School Program support (Provide technical support on all 6 E's of the SRTS Program (Engineering, Evaluation, Education, Encouragement, Enforcement, and Equity) on an as-needed basis)
- Draft/Process/Execute any necessary MOUs, contracts, or agreements with any outside entities through the SBCTA Board, Committee, and/or Executive Director approval as directed by the project manager
- Assist with project management of various programs at SBCTA/SBCOG
- Assist with project control elements of various SBCTA/SBCOG programs
- Assist with contract/procurement process involved with SBCTA/SBCOG programs
- Assist with project reporting requirements with SBCTA/SBCOG programs
- Assist with administrative work related to SBCTA/SBCOG involved programs
- Assist with SBCTA/SBCOG contracting and agreement process
- Provide project staff support for various SBCTA managed grant programs
- Transportation Development Act (TDA) Article program management
 - Assist SBCTA staff with call-for-projects process
 - Assist SBCTA staff with managing program invoicing and tracking
 - Assist SBCTA staff with communication and outreach to member agencies
- Monitor, attend, and participate in meetings with partner entities as necessary (e.g. Community Vital Signs (CVS), Countywide Vision Element Groups, SCAG workshops and meetings, other COG meetings, etc.)
- Provide technical assistance support to jurisdictions on an as needed basis
- Provide grant management and grant writing support to SBCTA/SBCOG staff and the member jurisdictions on an as needed basis
- Assist SBCTA/SBCOG staff in planning and executing SBCTA/SBCOG led events, meetings, and workshops (on an as needed basis) – (E.g. Workshop on ATPs, Workshop on community meetings related to SRTS projects, extra outreach meetings needed for other post grant funded programs, and other SBCTA community engagement efforts)
- Provide technical assistance on Value Capture (VC) and/or other Transportation Financing Tool Assessments (technical support for transportation infrastructure value capture assessment projects (Enhanced Infrastructure Financing Districts (EIFDs), Special Financing Districts (SFDs), Community Facilities Districts (CFDs) and others)
- Assist SBCTA/SBCOG staff in monitoring of various VC projects around the State and the region
- Provide technical support related to SBCTA/SBCOG GIS in developing and maintaining GIS

- project database and portal (Storymaps, Open Data Portal, Dashboard etc.)
- Countywide Sidewalk Inventory Project Implementation
 - Countywide Long Range Transportation Plan (LRMTP) document review and implementation
 - SBCTA Equity Framework Study/SB 1000 Toolkit implementation and technical assistance
 - Project level SB 743 VMT analysis and calculations
 - Local Hazard Mitigation Plans (LHMP) technical assistance
 - Other SBCTA generated plans and studies
- Assist SBCTA staff with managing of the ongoing implementation of SB 743 related VMT reduction programs
 - Provide ongoing technical (including modeling) support to SBCTA staff and to member jurisdictions in the County
 - Track VMT implementation at a jurisdictional level in the County, including OD assessment for goods movement
 - Provide technical assistance with TIA guidelines/CMP monitoring
 - Attend meetings and assist with presentations on SB 743
 - Provide technical analysis on estimated travel patterns in San Bernardino County at a jurisdictional level (OD assessment)
 - Conduct and provide traffic counts when necessary for SBCTA planning and infrastructure projects
 - Provide technical assistance on VMT mitigation assessment for transportation projects around the County
 - Assist with the implementation of SBCTA VMT Mitigation Bank (scopes outside of REAP 2.0 funding program)
 - Monitor the development of VMT mitigation measures at the State and regional level (additionally, legal concepts, telework program)
 - Continue to update the technical VMT mitigation analysis included in the SBCTA mitigation study (cost-effectiveness and modeling)
 - Provide technical assistance in setting up of the mitigation bank (crediting programs, app development, validation process, baseline establishment, lifecycle concept, trip verification)
 - Assist in defining appropriate strategies to collect traffic count data. The purpose of data collection is to demonstrate pre-construction conditions and construction conditions on various projects
 - Aggregate count data for archival purposes
 - Reconfigure and recalibrate count units as necessary during the data collection period as construction stages change, which may shift lanes to ensure appropriate lane reads by count units
 - Obtain necessary encroachment permits from Caltrans necessary to collect counts along the I-15 corridor
- 3) Sustainability Planning
- Countywide Habitat Conservation/Preservation Planning
 - Support SBCTA staff and consultants in implementation of the Regional Conservation Investment Strategy (RCIS)
 - Manage project invoicing and troubleshoot contract-related issues
 - Assist with potential future mitigation credit agreement process

- Provide technical support on habitat mitigation strategies on various SBCTA/SBCOG projects (e.g. Advanced mitigation strategies, conservation planning process, acquisition of mitigation lands, project level environmental analysis, habitat mapping)
 - Provide technical support on CEQA habitat mitigation requirements on various SBCTA/SBCOG projects (e.g. processing Incidental Take Permits (ITP), negotiations on conservation requirements, and obtaining other permits)
 - Monitor, attend, and participate in meetings with partner entities as necessary
 - Transit Oriented Development (TOD) and Transportation Corridor Plans
 - Support SBCTA staff in implementing TOD/Corridor projects, especially in the areas of nexus between land use and transportation planning
 - Support SBCTA staff and member jurisdictions with coordination efforts related to the TOD/Corridor Plans, especially with state, regional, and county agencies and transit operators
 - Monitor policy and program updates and guidelines from the state agencies and SCAG and provide comments that could potentially be submitted to the relevant agencies
 - Assist SBCTA staff with the development and implementation of the RTP/SCS
 - Provide technical and staff support for the SBCTA Freeway Service Patrol (FSP) Program
 - Assist SBCTA/SBCOG staff in monitoring and identifying a new agency wide sustainability strategies/programs
 - Assist SBCTA/SBCOG staff with development of sustainability fact sheets for various programs at SBCTA/SBCOG (possibly some marketing materials)
 - Work with Planning and Public Information staff to maintain sustainability program information on SBCTA/SBCOG website
 - Assist with administrative work related to SBCTA/SBCOG involved sustainability programs
 - Assist SBCTA staff with the implementation of Countywide Vision Wellness Element initiatives related to built-environment, as highlighted in the Community Transformation Plan <http://communityvitalsigns.org/>
 - Provide technical assistance to member jurisdictions that are developing a healthy communities element containing policies and programs to improve community health
 - Maintain database associated with Health Equity, SB 1000 Toolkit, and UCR Equity Study
- 5) Climate Change and Adaptation Planning
- Countywide Greenhouse Gas (GHG) Reduction Plan Update
 - Support SBCTA staff and consultants in implementing the updated plan through the new EPA Climate Pollution Reduction Grant (CPRG)
 - Manage project invoicing and troubleshoot contract related issues
 - Support with CEQA-related issues on the countywide GHG reduction projects and programs
 - Sub-Regional Climate Adaptation Plan (with WRCOG)
 - Support SBCTA staff and consultants in managing the updated plan
 - Support SBCTA staff with coordination efforts related to the regional Climate Collaborative
 - Assist SBCTA/SBCOG with organizing and implementing outreach meetings outside of the grant SOW. (e.g. stakeholder meetings, presentations at SBCTA/SBCOG, SCAG, and other venues deemed necessary by SBCTA/SBCOG project manager) <https://wrcog.us/285/Resilient-IE>
 - Assist in reviewing draft documents from consultants working on the Resilient IE

- related projects, including materials produced by Inland Southern California Climate Collaborative (ISC3) <https://iscclimatecollaborative.org/>
 - Assist with the implementation of strategies based on recommendations developed by the regional plan, including actions in ISC3
 - Provide technical assistance and research assistance in project development related to resiliency and climate adaptation planning. This could include: infrastructure planning, hazard mitigation planning, evacuation route planning, impact studies, and climate resiliency on biological resources
 - Assist with administrative work related to SBCTA/SBCOG involved climate change and adaptation planning programs
 - Provide technical support with energy resilience planning and evacuation route planning associated with climate change impacts
 - Develop project list for future grant application associated with Federal and State funding on climate adaptation
 - Work with member jurisdictions on project concept development
 - Work with community or community based organizations to conduct outreach and provide input associated with project development
 - If necessary, work with member jurisdictions and SBCTA/SBCOG staff to develop infrastructure projects to be shovel ready for funding (possibly through environmental permitting and project design support)
- 6) General SBCTA/SBCOG Staff Support
- Assist SBCTA/SBCOG staff with the management of various projects not included in any of the other sections. (e.g. SBCTA/SBCOG Equity Policy Development, Outdoor Equity Program, and Geospatial Analysis and Support)
 - Create a Policy Framework for including Equity in policies and processes for SBCTA/SBCOG. The framework will include a flowchart / “interview” process for consideration at the start of projects, common remedies to identified gaps, and a clear statement of Equity goals and desired outcomes
 - Organizing and/or attending meetings on behalf of SBCTA/SBCOG.
 - Provide technical training on various topics on COG and Planning.
 - Assist SBCTA staff with workshops, training, conferences, presentations, and other event planning
 - Provide technical GIS support including migration and configuration of SQL server reporting services (mapping/dashboard/analytics/SBTAM and GIS integration)
 - Assist with Grant Writing – SBCTA prepares some grant applications in-house and also has a contract with a grant writing firm. Thus, this task will only involve giving technical input to the grant writing consultant when needed. Examples may be benefit-cost analysis and analytical data supporting the application
 - Grant Project ideas and suggestions – Although SBCTA tracks various federal/state/regional grants, the consultant will be expected to provide grant application suggestions and ideas
 - Assist SBCOG Staff with the management of projects approved in the Council of Governments Work Plan
 - Complete cost/benefit analysis for implementation of policies, and plans.
 - Engage stakeholders and local agencies
 - Create policy and administrative toolkits
 - Assist with workforce development programs and initiatives, working with jurisdictions,

- chambers of commerce, small businesses and others
- Conduct community outreach and engagement for various projects and initiatives throughout the County, establish relationships with outside stakeholders and organizations. Create a communication structure for future collaboration
 - Support the creation of small business programs and initiatives through SBCOG, incorporating equitable business practices, procurement, and others. Conduct research through surveys, focus groups, workshops, and other events to learn more about how small businesses conduct business and to build relationship within the business community
- 7) Grant Writing/Management Services:
- Seek grant funding for specific projects or programs as requested by SBCTA/SBCOG.
 - Assist SBCTA/SBCOG staff in the preparation of grant applications and submit grant applications on behalf of the SBCTA/SBCOG. SBCTA/SBCOG may request the consultant to track progress of submitted grant applications and request support from legislators and agencies in an effort to secure funding
 - Develop timelines and checklists for identified grants to ensure timely grant completion and submission
 - Compose grant proposals, including budget, concept plans, and other necessary items for grant submittals. Assist SBCTA/SBCOG staff in ensuring compliance with all applicable grant rules and regulations. In instances where grant elements are too technical, SBCTA/SBCOG staff will allow the grant writer to add technical assistance from a sub-consultant
 - In the event that a grant application is prepared, submitted, and funded, the consultant may be required to implement and/or provide grant administration assistance for specific projects or programs. Grant administration assistance may include the implementation of a program, preparation of required reports, cash draw-down requests, progress reports, and clearing special conditions as identified by the funding agency. This also includes conducting workshops SBCTA/SBCOG and its member agencies on topics related to grant funding opportunities and successful grant writing
 - Deliverables will be determined on a case-by-case basis depending on the services requested by SBCTA/SBCOG
 - Inform SBCTA/SBCOG staff of any grant opportunities that are appropriate for SBCTA/SBCOG projects, programs, or services. This will include State, Federal, local and any other opportunities for funding from other non-profits/foundations
 - May be asked to submit awards applications and write other proposals as asked by SBCTA/SBCOG staff
- 8) Housing/General Plan/Local Planning Support
- Work with member agencies to establish a SBCTA/SBCOG work plan based on recent OPR guidelines and other legislative mandates (e.g., SB 743, SB 1000, AB 2140, etc.)
 - Work with member agencies to assist in housing-related programs and policies that are associated with land use planning (scope of work that are outside of the Regional Early Action Planning (REAP) 2.0 Grant Program)
 - Assist SBCTA/SBCOG staff in monitoring and identifying new agency-wide housing strategies/programs, including the establishment of the regional housing trust in the County
 - Provide logistics support for SBCTA/SBCOG housing programs
 - Provide housing program related support services assisting SBCTA/SBCOG member jurisdictions through the various RHNA processes and then their Housing Elements process through the California Department of Housing and Community Development's (HCD) review

- process
- Monitor, attend, and participate in meetings with partner entities as necessary
 - Monitor housing related legislation in California and provide presentations on important legislation
 - Assist with administrative work related to SBCTA/SBCOG involved housing programs
 - Assist with the implementation of housing-supportive infrastructure programs, which could include broadband, water, sewer, utilities, transportation, and various new technologies (Smart City/County concept)
 - Assist SBCTA/SBCOG staff with organizing and implementing outreach meetings. (e.g. stakeholder meetings, presentations at SBCTA/SBCOG, SCAG, and other venues deemed necessary by SBCTA project manager)
- 9) Project Management and Controls
- Provide project management to Planning and COG projects
 - Complete reporting and invoicing requirements for grants received and projects
 - Work with SBCTA's Finance Department to ensure all financial and reporting requirements are met
 - Work with SBCTA staff to ensure projects progress; provide updates to SBCTA/SBCOG staff as necessary
 - Track project progress in an organized manner and ensure work is being completed according to project timelines, scopes of work, and budget
- 10) Regional Early Action Planning (REAP) 2.0 Programs:

The REAP 2.0 program is a flexible program that seeks to accelerate progress towards state housing goals and climate commitments through a strengthened partnership between the state, its regions, and local entities. REAP 2.0 seeks to accelerate infill housing development, reduce Vehicle Miles Traveled (VMT), increase housing supply at all affordability levels, affirmatively further fair housing, and facilitate the implementation of adopted regional and local plans to achieve these goals.

The program was established as part of the 2021 California Comeback Plan under AB 140 and builds on the success of REAP 2019, but expands the program focus by integrating housing and climate goals, and allowing for broader planning and implementation investments, including infrastructure investments that support infill development that facilitates housing supply, choice, and affordability.

SBCTA/SBCOG is partnering with SCAG through various REAP 2.0 programs listed below in order to accelerate housing project implementation in ways that lead to transformative policy outcomes and accelerate the implementation of regional and local plans that achieve the state priority planning goals.

The REAP 2.0 Program Objectives are as follows:

- Accelerate infill development that facilitates housing supply, choice, and affordability;
- Affirmatively Further Fair Housing (AFFH); and
- Reduce Vehicle Miles Traveled (VMT).

For SBCTA/SBCOG, implementation of the REAP 2.0 Program could potentially revolve around five distinct program areas with multiple projects under each programmatic category. Some programs have received funding, and some have not received funding yet, and the program evaluation is still in process with SCAG. It is also important to note that some of the SBCTA/SBCOG projects have been placed under the contingency project list. Both SCAG and SBCTA/SBCOG are actively pursuing additional funds to supplement the current funding level to fund projects in the contingency list. Once these contingency projects receive funding, it is likely that the on-call consultants selected through this RFP process will be utilized to implement the projects.

REAP 2.0 Program Categories:

- County Transportation Commission Partnership Program (CTCPP)
- Subregional Partnership Program (SRP)
- NOFA – Funding for Lasting Affordability
- Housing Infill on Public and Private Lands (HIPP) Program
- Regional Utilities Supporting Housing (RUSH) Program
- Sustainable Communities Program – Civic Engagement, Equity, Environmental Justice (SCP-CEEEJ)

A. County Transportation Commission Partnership Program (CTCPP) (Partially Funded)

- a. Jurisdiction Multi-Modal Complete Streets Pre-Construction and Construction Activities (Funding is only available for the pre-construction phase and construction phases have been placed under the contingency list):

i. City of Fontana Sierra Avenue Complete Streets

1. Pre-construction activities for five (5) new traffic signals and one (1) traffic signal modification, plus pavement rehabilitation, curb ramps, signing, and striping to reduce lanes and redirect traffic to other streets.
2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
3. Development of Plans, Specifications and Estimates (PS&E) Phase
4. Two sets of design plans are requested: Phase I (interim condition) would reduce the number of travel lanes on Sierra Avenue from two lanes in each direction to one lane in each direction, convert Wheeler Avenue to a one-way northbound street, and convert Nuevo Avenue to a one-way southbound street. Also, Phase I includes the installation and modification of traffic signals at six (6) intersections within the core area to provide a smooth flow of one-way traffic in order to reduce travel time, stops, and delay.
5. Phase II (the ultimate condition) would close Sierra Avenue between Arrow Boulevard and Orange Way to vehicular traffic and continue to divert traffic to parallel streets. The project includes extensive complete street elements along Sierra Avenue, Nuevo Avenue, Wheeler Avenue, Arrow Boulevard and Orange Way.
6. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)

ii. City of Ontario Vista Verde II Affordable Housing Development

1. Pre-construction activities for improved sidewalks and bicycle lanes along Holt Boulevard and other frontage roads on and off the project site
 2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
 3. Development of Plans, Specifications and Estimates (PS&E) Phase
 4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
 5. Connection of utilities
- iii. City of Rancho Cucamonga Haven Avenue and Foothill Boulevard Complete Streets
1. Pre-construction activities to repurpose rights-of-way to include extensive complete street elements consisting of improved pedestrian sidewalks, improved bicycle facilities, improved transit stops, and (ultimately) a dedicated transit lane on Foothill Boulevard
 2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
 3. Development of Plans, Specifications and Estimates (PS&E) Phase
 4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
 5. Funding availability will determine various phases of the project, however project will begin with PA&ED phase associated with Haven Avenue.
- iv. City of Twentynine Palms Affordable Housing and Pedestrian Improvements
1. Pre-construction and construction of transportation activities to connect between nearby transit, public amenities, and planned affordable housing development.
 2. Development of Plans, Specifications and Estimates (PS&E) Phase – Possible redesign to accommodate more multimodal components
 3. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
- v. City of Upland Active Transportation Improvements Around Magnolia and Euclid Affordable Housing Project
1. Pre-construction activities to improve multimodal infrastructure near the Upland Metrolink Station to enhance pedestrian access to the station and to improve pedestrian and bicycle infrastructure around two proposed affordable housing developments. (Stowell Street, Euclid Avenue, Second Avenue, A Street and others)
 2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
 3. Development of Plans, Specifications and Estimates (PS&E) Phase
 4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
- vi. City of Rialto Metrolink Station Area Visioning and Development
1. Pre-construction activities for active transportation improvements and redesigning of the downtown area near the Metrolink Station and the Civic Center

2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
 3. Development of Plans, Specifications and Estimates (PS&E) Phase
 4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
- b. SBCTA VMT Mitigation Bank Proposal

The establishment of a VMT mitigation program is a high priority for many California jurisdictions searching for effective mitigation approaches as lead agencies and as project applicants work through the initial years of the transition to a VMT impact metric. In July 2020, the SBCTA Board of Directors authorized staff *“to develop options for establishing a mitigation crediting system that would allow for quantification of the trip-reduction and greenhouse gas (GHG) reduction benefits of telework and other transportation demand management (TDM) options and the voluntary application of those credits to facilitate environmental mitigation of projects in San Bernardino County....”*

To get the program started, the VMT Bank will incentivize individuals to earn VMT reduction credits by reducing their commute travel (against a baseline auto-based commute) by working or home, or “teleworking.” But the plan is to design the overall program more holistically from the beginning and to incrementally add a broader set of transit/TDM options for reducing VMT, to include taking transit, vanpooling, ridesharing, commuting via bike and walk, etc. In a nutshell, the VMT reduction credits would be deposited into each commuter’s VMT “bank account.” Projects needing VMT mitigation (transportation or land use projects) would then purchase credits through protocols established by the bank and be able to use those credits as mitigation, provided the lead agency agrees.

The mitigation bank is beginning with VMT reduction via telework because incentivizing telework was compared with other VMT mitigation strategies and shown to be the most cost-effective option available. Using an app on a smart phone, participants will establish a “VMT baseline” and generate credits whenever they choose to telework or commute via transit, rideshare, etc. The VMT reduction credit, which can be verified through location-based information on the app, will then be converted monetarily by the bank to the individual’s account once the credits are sold to development or for transportation projects that need to reduce VMT impacts under CEQA. To “jump-start” the bank prior to credits being sold, funding from other sources will be used to incentivize participants. Following this start-up period, and when credits can be sold, the bank is anticipated to be self-funding based on project mitigation for VMT. In addition to providing incentive funding for the participants, money deposited into the bank from purchased credits could be applied to individual, local, regional, or state VMT reduction programs or projects, such as housing-specific projects included in a regional housing trust program.

The VMT bank will be available to people who live and/or work in San Bernardino County. The IE Commuter Program would continue to operate and be available to employers and residents of San Bernardino and Riverside Counties. Participants who enroll in the VMT Bank program would participate in documenting their travel through a mobile phone app and would receive a cash incentive only if their VMT is reduced. The Bank would in turn sell VMT credits based on the amount of accumulated VMT reduced by participants. It is expected that the mitigation cost to reduce VMT and the incentive for participants would change over time.

It is intended that SBCTA would act as the administrator of the program, with eligible participants for VMT reduction being those who either reside within or are employed within San Bernardino

County. Entities eligible for buying credits would be lead agencies responsible for transportation projects (including SBCTA and local San Bernardino County governments) and sponsors of land development projects. Entities within San Bernardino County would be given priority in being able to purchase credits. However, if the market for purchasing credits within the county was not adequate to foster the sale of credits adequate to cover the cost of VMT reduction incentive payments and Bank operation, the sale of credits could be opened up to entities outside San Bernardino County.

SBCTA is seeking a management, software, and finance team to provide “turn-key” services to establish and operate the Bank. Some of the funding available to establish the bank is available only through December 31, 2025. At a minimum, the Bank must be fully established and operational prior to that date, so that a pilot period can occur immediately after the REAP funding deadline with as many participants as possible. A goal would be to recruit at least 2000 participants within 6 month and have several “hypothetical” sales of credits within a year.

- i. Develop an Administrative Plan that Address the Following:
 1. Program Visions and Goals – Policy Implications
 2. Program Structure within SBCTA Organization (Relations to the Departments and Programs: e.g. IE Commuter Program)
 3. Establishment of the Mitigation Bank Process and Authority
 4. Program Cost Estimates and Fee Structure
 - a. Administrative Fees (Staffing Needs)
 - b. Supply: Cost of Purchasing VMT (Individual Participants)
 - c. Demand: Cost of Selling VMT (Transportation and Land Use Projects Needing Mitigation)
 5. Program Schedule/Milestones
 6. Marketing Strategies/Materials
 7. Legal Memo/FAQs
 8. Contracting and Procurement
 9. MOUs and Funding Agreements
 10. Program Evaluation
 11. User Agreements and Guides
 12. Financial Structure
 13. Policy Determination on Proceeds
 14. Verification Procedure
- ii. Develop Design Concept and Functionality for the VMT Reduction Quantification and Data Management System
 1. VMT Bank Program Management Interface – App Development
 - a. Accurate Accounting of Telework
 - b. Calculation of VMT
 - c. Inclusion of Financial Transaction
 - d. User-friendly functionality
 2. Quantification and Record-keeping Subsystem
 - a. Manual verification management
 - b. Reporting and data dashboard/summary displays
 3. Commuter Interface
 - a. Management of VMT reduced or generated
 - b. Optional ability (preference options)
 4. Financial System Interface – Key component of the app

- iii. Develop Software Specifications (Android and Apple Users)
- iv. Implement and Test Software Systems Identified in the Specification Task
- v. Beta-Test the VMT Mitigation Bank Systems with a Limited Number of Hand Picked Volunteers
- vi. Develop a Marketing Plan for Introducing the VMT Mitigation Bank and App to the Public
- vii. “Go Live” with the System
- viii. Reporting and Interaction with SBCTA and the System Evaluator
 - 1. Additional VMT Reducing Transportation Mode Inclusion

B. Subregional Partnership Program

- a. Activity/Project 1: Accelerating Housing Element Implementation.
 - i. Staff augmentation program under REAP 1.0 was extremely successful because the technical assistance provided to the local jurisdictions was directly addressing the needs of the local jurisdictions that were struggling to meet the HCD requirements for the development of the housing elements.
 - ii. Similarly, under this activity, SBCOG consultants will provide contract planning services to local jurisdictions. These contract planning staff may augment local staffing needs for Cycle 6 Housing Element (HE) implementation.
 - 1. Assistance may include, but not limited to: assisting jurisdiction’s rezoning efforts, amending zoning ordinances, Analyzing environmental/CEQA issues, writing staff reports and technical memo, obtaining prohousing designation, and implementing policies associated with Accessory Dwelling Units (ADUs)
- b. Activity/Project 2: A Region of Housing Experts - Webinars and Trainings. SBCOG’s consultants will create and conduct webinars and technical trainings available to each of the 25 jurisdictions to facilitate and accelerate affordable housing projects.
 - i. Hold a workshop for all jurisdictions to identify the greatest housing element implementation needs. Then, conduct two-to-three subregional meetings with jurisdictions to further refine the needs and inform the work performed in other tasks (permitting and reporting support, ADU assistance, Housing Element implementation, anti-displacement study, etc.).
 - ii. Plan and develop technical trainings for local jurisdiction staff on topics related to housing development (legislation, objective design standards, rezoning, CEQA streamlining, prohousing policies, finance mechanisms, etc.).
 - iii. These workshops and outreach are necessary because every jurisdiction in the County has a different schedule related to the certification and implementation of the Housing Elements. Currently, there are 13 out of 25 jurisdictions in the County with a certified Housing Element.
- c. Activity/Project 3: Best Practices – Templates and Toolkits. SBCOG’s consultant will provide templates and toolkits to its 25 jurisdictions for housing program implementation. Resources developed through the templates and toolkits will support local staff by providing necessary research, resources, and information to best collaborate with stakeholders and inform decision-makers in a manner that will influence local change to facilitate and implement informed planning efforts.
 - i. Develop templates that can be used by member agencies to implement housing elements. Materials may include by-right zoning checklist, design best

- practices, draft local ordinances, draft presentations for CC or PC, CEQA streamlining tools, staff report templates, public outreach resources, AFFH implementation materials, missing middle housing resources, inclusionary zoning best practices, fact sheets on new housing legislation.
- ii. Develop toolkits that can be used by member agencies (e.g., Anti-Displacement Toolkit, Legislative Toolkit, Objective Design Standards for ADUs, multi-family and mixed-use, etc.). Envision a comprehensive website with slide decks and fact sheets to help jurisdictions implement requirements, etc. The final toolkit could include: 1) measuring and tracking displacement risk; 2) multilingual communication materials that elevate discourse around displacement; 3) resources to empower residents; 4) guidance to property owners and localities on relevant legislation and regulations; 5) draft model ordinances (e.g., rights of first refusal, protections from condo conversions, just cause eviction, etc.); and 6) resources to assist both localities and community members in the preservation of housing.
- d. Activity/Project 4: Empowering our Communities - AFFH Engagement Programs SBCOG's consultant will aid the 25 member jurisdictions in implementing fair housing programs with support to include outreach and engagement to all community segments, gathering information and feedback related to fair housing, and providing resources to empower residents and increase discourse around fair housing.
- i. Review all 25 Housing Element AFFH programs for outreach commitments and provide outreach and engagement support. The main goal of the program is to reduce duplicative outreach efforts and streamline the process for all of the member jurisdictions.
 - ii. Create AFFH Engagement Programs. (e.g., expand and use the SB 1000 toolkit).
www.sb1000toolkit.com
- C. NOFA – Funding for Lasting Affordability – Establishment of San Bernardino County Regional Housing Trust (SBRHT)
- a. The San Bernardino Council of Governments (SBCOG) requested funding to establish and administer the San Bernardino Regional Housing Trust (Housing Trust). The Trust will be structured as a JPA made up of participating members with a non-profit component. The new JPA may be structured as an agency under SBCOG or as a separate JPA entity with an MOU with the SBCOG. Major deliverables include 1) the establishment of the Housing Trust (Bylaws, Administrative Plan, Program Priorities, Budget, Jurisdiction Membership); 2) Gap Financing Program (how/when the funds or program will be established); and 3) Acceleration of one or more affordable housing projects managed under the Regional Housing Trust as a Gap Financing Program pilot case.
 - b. When funds become available, SBCOG staff will be soliciting proposals from qualified on-call consultants to help establish the housing trust and implement programs approved by the new JPA Board.
 - c. Consultant will coordinate activities, develop draft resolutions, draft JPA agreement, make city council presentations, and agreement between SBCOG and the Housing Trust through the development of an administrative plan
 - d. The administrative plan should include:
 - i. Purpose and Structure

- ii. Member Jurisdiction Resolutions
 - iii. Establishment of Pipeline Projects with Prioritization
 - iv. Establishment of the Trust Programs
 - v. Administrative Duties and Responsibilities with MOU between SBCOG and the Trust
 - vi. Board of Directors with Membership Structure and Bylaws
 - vii. Budget/Funding/Membership Fees
 - viii. Staffing Needs Analysis
 - ix. Annual Reporting Procedures
 - e. Develop Housing Trust Website to manage program and showcase lessons learned and case studies that can be disseminated to other regions.
- D. Housing Infill on Public and Private Lands (HIPP) Program – Public Land to Residential Project – Inventory, Analysis & Toolkit for Workforce and Teacher Housing
- a. The SBCOG/SBCTA requested REAP 2.0 HIPP funding for the SBCTA/SBCSS and Other Public Land-to-Residential Project (Project). SBCTA will partner with the San Bernardino County Superintendent of Schools (SBCSS) and member agencies to develop a comprehensive inventory and analysis of all publicly-owned properties. The Project will identify developable sites for housing at a variety of affordability levels, with a focus on workforce housing for educators.
 - b. The Project aims to:
 - i. Conduct a comprehensive inventory of all publicly-owned lands within the region
 - ii. Analyze these lands to identify sites that are suitable for housing development
 - iii. Develop a toolkit to assist public agencies with identifying these sites as Surplus Lands to make them available for affordable housing. The toolkit should contain best practices and implementable actions, providing jurisdictions with direction on how to convert sites for residential uses.
 - iv. With the results of the analyses, produce recommendations for how SBCOG, SBCSS, or the jurisdiction could approach residential development, including a step-by-step guide, developer collaboration, potential ordinances, policies, or financing tools to consider. Specific focus will be given to various school district sites for potential “Teacher Housing” options.
 - v. Identify list of sites that are categorized as publicly-owned that have residential conversion potential based on each jurisdiction’s Housing Element and SCAG’s most recent Annual Land Use Data.
 - vi. Identify partner with a public agency or an affordable housing developer to prepare selected sites for possible affordable or workforce housing development.
- E. Regional Utilities Supporting Housing (RUSH) Program – Upland
- a. The main goal of the RUSH Program is to create plans and programs to support increased utility capacity of areas designated for residential development in a Housing Element. These programs should increase utility capacity and/or lower the cost of residential development. Potential projects could include developing an analysis to update developer utility fees to avoid concentration of infrastructure upgrade costs and creating a capital improvement plan or updating an existing one.

- b. For SBCTA/SBCOG, an affordable housing project (Magnolia/Euclid Villas) in Upland meets these criteria seamlessly. The main issue related to the project revolves around power line relocation with Southern California Edison (SCE).
- c. If funded, SBCTA/SBCOG will select an on-call consultant with the most utility experience, especially working directly with SCE.

F. Sustainable Communities Program – Civic Engagement, Equity, & Environmental Justice

- a. SBCTA/SBCOG received funding from SCAG to complement an active transportation priority list that SBCTA/SBCOG is developing. The main objective of this project is to provide jurisdictions in San Bernardino County with community-informed and researched priority projects for active transportation improvements. The target outcome of the priority list and community engagement is for jurisdictions to receive the list of priority projects and have them be prepared for funding to be able to implement the identified projects.
 - i. The funding provided by SCAG will:
 1. Provide project management administrative assistance such as creating agendas, meeting minutes, a schedule, a timeline, progress reports, invoicing, and general communication between SBCTA staff, the consultant, jurisdictions, and stakeholders.
 2. Existing conditions analysis that will identify any relevant and key stakeholders in the County and review the past engagement that SBCTA has done regarding active transportation.
 3. Community engagement element of the project. The consultant will create a Public Engagement Plan, meet with stakeholders, hold focus groups, attend other engagement events, create surveys and project collateral, and provide a summary of the engagement completed.
 4. Final report and presentations to an SBCTA deliberative body and technical working group.

On Call Project Categories: Please check the category box(es) that applies to your proposal

1	Active Transportation Program	
2	Transportation Modeling	
3	Transportation Planning	
4	Sustainability Planning	
5	Climate Change and Adaptation Planning	
6	General SBCTA/SBCOG Staff Support	
7	Grant Writing/Management Services	
8	Housing/General Plan/Local Planning Support	
9	Project Management and Controls	
10	Regional Early Action Planning (REAP) 2.0 Implementation	
10A	County Transportation Commission Partnership Program (CTCPP)	
10B	Subregional Partnership Program (SRP)	
10C	NOFA – Funding for Lasting Affordability	
10D	Housing Infill on Public and Private Lands (HIPP) Program	

10E	Regional Utilities Supporting Housing (RUSH) Program	
10F	Sustainable Communities Program – Civic Engagement, Equity, Environmental Justice (SCP – CEEJ)	

Task Order Approach

Multiple consultants may be selected to become part of the SBCTA/SBCOG “Planning Bench.” From time to time, consultants on the Bench would be requested to respond to task order solicitations for their areas expertise. SBCTA/SBCOG staff will write brief work statements, and consultants will respond with scopes of work that are specific to those statements, including cost and schedule. The breadth, timing, and distribution of these task solicitations will be at the discretion of the SBCTA/SBCOG On-Call Manager or designees. More than one consultant may be asked to respond to each task order, but normally only one consultant would be selected for a single task order. SBCTA/SBCOG cannot guarantee a minimum amount of work for any individual consultant or consulting team.

DRAFT

**EXHIBIT “B”
“PRICE PROPOSAL”**

All Price Sheets submitted in proposal are included in Exhibit B, however, Contract 23-1003018 has been awarded the following categories: 4, 5, 6, 8, 9, 10B, 10C, and 10D.

5

PRICE PROPOSAL

Please see attached for full staff rate sheets with Dudek Classifications/Titles, contract job functions, and hourly rates.



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

RFP No. 23-1003018

SUSTAINABILITY PLANNING

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate
Project Management	Project Manager		\$
	Project Controls (Scheduler/Estimator)		\$
Mike Howard	Administrative Manager	Habitat Conservation Task Lead	\$ 285
Planning	Principal Planner		\$
Gaurav Srivastava, AICP	Senior Planner	TOD, Corridor Planning Task Lead	\$ 245
Catherine Saez, AICP	Planner	TOD, Corridor Planning Support	\$ 210
Engineering	Senior Engineer		\$
Curtis Battle	Engineer	Habitat Conservation Support	\$ 170

Melissa Blundell	Engineer	Habitat Conservation Support	\$185
Anna Cassidy	Biologist	Habitat Conservation Support	\$195
Megan Enright	Biologist	Habitat Conservation Support	\$285
Stephen Cook - Intersecting Metrics	Subconsultant	TOD, Corridor Planning Support	\$200

Other Direct Cost Schedule (ODC) Dale Domingo - Intersecting Metrics Project Manager TOD Corridor Planning Support \$150

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

Type of ODC	Unit Cost	Estimated Budget Amount
Mileage (at current IRS allowable rates)	\$ 0.65/mile	\$ TBD
Meals and Incidentals	\$ 74/day	\$ TBD
Lodging	\$ 227/day	\$ TBD
	\$	\$
	TOTAL	\$ TBD

Dudek
Proposer


Signature of Authorized Person

12/1/2023
Date



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

RFP No. 23-1003018

CLIMATE CHANGE AND ADAPTATION PLANNING

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate	
Project Management	Project Manager		\$	
	Project Controls (Scheduler/Estimator)		\$	
	Administrative Manager		\$	
Planning	Principal Planner		\$	
Rose Newberry, AICP WEDG	Senior Planner	Task Lead	\$	195
Jennifer Reed	Planner	Support	\$	175
Engineering	Senior Engineer		\$	
	Engineer		\$	

Sarah Halterman	Planner	Support	\$175
Henry Eckhold	Planner	Support	\$145
Michael Hendrix - Michael Hendrix Consulting	Subconsultant	Support	\$195

Other Direct Cost Schedule (ODC)

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

Type of ODC	Unit Cost		Estimated Budget Amount	
Mileage (at current IRS allowable rates)	\$	0.65/hr	\$	TBD
Meals and Incidentals	\$	74/day	\$	TBD
Lodging	\$	227/day	\$	TBD
	\$		\$	
TOTAL			\$	TBD

Dudek

Proposer


Signature of Authorized Person

12/1/2023
Date



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

RFP No. 23-1003018

GENERAL SBCTA/SBCOG SUPPORT

Key Personnel

Classification/Title	Job Function	Hourly Rate	
Project Manager	Task Lead	\$	285
Project Controls (Scheduler/Estimator)		\$	
Administrative Manager		\$	
Principal Planner	Support	\$	185
Senior Planner	Support	\$	195
Planner	Support	\$	165
Senior Engineer		\$	
Engineer		\$	

Planner Support \$115
 Planner Support \$145

Other Direct Cost Schedule (ODC)

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

Type of ODC	Unit Cost		Estimated Budget Amount	
Mileage (at current IRS allowable rates)	\$	0.65/hr	\$	TBD
Meals and Incidentals	\$	74/day	\$	TBD
Lodging	\$	227/day	\$	TBD
	\$		\$	
	TOTAL		\$	TBD

Dudek
 Proposer


 Signature of Authorized Person

12/1/2023
 Date

Attachment: 3018 - Contract (10087 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)



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

RFP No. 23-1003018

GRANT WRITING/MANAGEMENT SERVICES

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate
Project Management	Project Manager		\$
	Project Controls (Scheduler/Estimator)		\$
	Administrative Manager		\$
Planning	Principal Planner		\$
Jane Gray	Senior Planner	Task Lead	\$ 285
Madelyn Murray	Planner	Support	\$ 145
Engineering	Senior Engineer		\$
	Engineer		\$

Maryse Suppiger Planner Support \$165

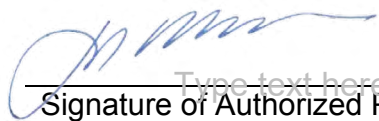
Other Direct Cost Schedule (ODC)

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

Type of ODC	Unit Cost	Estimated Budget Amount
Mileage (at current IRS allowable rates)	\$ 0.65/hr	\$ TBD
Meals and Incidentals	\$ 74/day	\$ TBD
Lodging	\$ 227/day	\$ TBD
	\$	\$
TOTAL		\$ TBD

Dudek

Proposer


Signature of Authorized Person

12/1/2023

Date



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

RFP No. 23-1003018

HOUSING/GENERAL PLAN/LOCAL PLANNING SUPPORT

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate
Project Management	Project Manager		\$
	Project Controls (Scheduler/Estimator)		\$
	Administrative Manager		\$
Planning	Principal Planner		\$
Erika Van Sickel	Senior Planner	Task Lead	\$ 185
Elizabeth Dickson, AICP	Planner	Support	\$ 195
Engineering	Senior Engineer		\$
Andy Pendoley	Engineer	Support (subconsultant)	\$ 200
Laurie Grover, AICP	Planner	Support	\$185
Grant Sles	Planner	Support	\$115
Claudia Tedford - CityPlace Planning	Subconsultant	Support	\$160
Patricia Bluman - CityPlace Planning	Subconsultant	Support	\$140
Katie Matchett - CityPlace Planning	Subconsultant	Support	\$120

Other Direct Cost Schedule (ODC)

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

Type of ODC	Unit Cost	Estimated Budget Amount
Mileage (at current IRS allowable rates)	\$ 0.65/hr	\$ TBD
Meals and Incidentals	\$ 74/day	\$ TBD
Lodging	\$ 227/day	\$ TBD
	\$	\$
TOTAL		\$ TBD

Dudek

Proposer


Signature of Authorized Person

12/1/2023

Date



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

RFP No. 23-1003018

PROJECT MANAGEMENT AND CONTROLS

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate
Project Management	Project Manager		\$
	Project Controls (Scheduler/Estimator)		\$
	Administrative Manager		\$
Planning	Principal Planner		\$
Asha Bleier, AICP	Senior Planner	Task Lead	\$ 285
Mike Howard	Planner	Support	\$ 285
Engineering	Senior Engineer		\$
Gaurav Srivastava, AICP	Engineer	Support	\$ 245

Rose Newberry, AICP WEDG Planner Support \$195

Other Direct Cost Schedule (ODC) Jane Gray - Planner-Support \$285

Erika Van Sickle-Planner-Support \$185

All ODC's are to be proposed at cost-without mark-ups.. Elizabeth Dickson, AICP-Planner-Support \$195

Type of ODC	Unit Cost	Estimated Budget Amount
Mileage (at current IRS allowable rates)	\$ \$0.65/hr	\$ TBD
Meals and Incidentals	\$ 74/day	\$ TBD
Lodging	\$ 227/day	\$ TBD
	\$	\$
TOTAL		\$ TBD

Dudek

Proposer

Signature of Authorized Person

12/1/2023

Date

Attachment: 3018 - Contract (10087 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)



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

RFP No. 23-1003018

REGIONAL EARLY ACTION PLANNING 2.0 PROGRAMS

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate
Project Management	Project Manager		\$
	Project Controls (Scheduler/Estimator)		\$
	Administrative Manager		\$
Planning	Principal Planner		\$
Elizabeth Dickson, AICP	Senior Planner	Task Lead	\$ 195
Rose Newberry, AICP WEDG	Planner	Support	\$ 195
Engineering	Senior Engineer		\$
Greg Ripperger, PE	Engineer	Support	\$ 265

Grant Sles	Planner	Support	\$115
Stephen Cook - Intersecting Metrics	Subconsultant	Support	\$200
Josh Rothwell - Eco Minded Solutions	Subconsultant	Support	\$245
John Heckel - Eco Minded Solutions	Subconsultant	Support	\$195

Other Direct Cost Schedule (ODC) Sarah Rothwell - Eco Minded Solutions - Subconsultant -Task Specialist \$150

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

Type of ODC	Unit Cost	Estimated Budget Amount
Mileage (at current IRS allowable rates)	\$ 0.65/hr	\$ TBD
Meals and Incidentals	\$ 74/day	\$ TBD
Lodging	\$ 227/day	\$ TBD
	\$	\$
TOTAL		\$ TBD

Dudek

Proposer


Signature of Authorized Person

12/1/2023

Date

Staff Rates for All Categories

Name	Classification/Title	Job Function	Hourly Rate
CATEGORY 4 – SUSTAINABILITY PLANNING			
Mike Howard	Project Director, Environmental/Biologist V	Habitat Conservation Task Lead	\$285
Gaurav Srivastava, AICP	Senior Specialist IV/Urban Designer VI	TOD, Corridor Planning Task Lead	\$245
Curtis Battle	GIS Analyst IV/GIS Analyst IV	Habitat Conservation Support	\$170
Melissa Blundell	Specialist IV/Biologist III	Habitat Conservation Support	\$185
Anna Cassady	Specialist V/As-Needed Biologist III	Habitat Conservation Support	\$195
Megan Enright	Project Director, Environmental/Biologist V	Habitat Conservation Support	\$285
Catherine Saez, AICP	Senior Specialist I/Urban Designer V	TOD, Corridor Planning Support	\$210
Stephen Cook <i>Intersecting Metrics</i>	Principal	TOD, Corridor Planning Support	\$200
Dale Domingo <i>Intersecting Metrics</i>	Project Manager	TOD Corridor Planning Support	\$150
CATEGORY 5 – CLIMATE CHANGE AND ADAPTATION			
Rose Newberry, AICP, WEDG	Specialist V/Planner IV	Task Lead	\$195
Jennifer Reed	Senior Specialist III/Air Resources Specialist V	Support	\$175
Sarah Halterman	Specialist III/Air Resource Specialist III	Support	\$175
Henry Eckold	Specialist I	Support	\$145
Michael Hendrix <i>Michael Hendrix Consulting</i>	Principal	Support	\$195
CATEGORY 6 – GENERAL SBCTA/SBCOG STAFF SUPPORT			
Asha Bleier, AICP	Project Director, Environmental/ PUD Practice Director	Task Lead	\$285
Erika Van Sickle	Specialist IV/Planner III	Support	\$185
Elizabeth Dickson, AICP	Specialist V/Planner IV	Support	\$195
Carolyn Groves	Specialist II/Planner II	Support	\$165
Grant Sles	Analyst II/Planner I	Support	\$115
Henry Eckold	Specialist I/Planner II	Support	\$145

Staff Rates for All Categories

Name	Classification/Title	Job Function	Hourly Rate
CATEGORY 7 – GRANT WRITING/MANAGEMENT SERVICES			
Jane Gray	Project Director, Environmental/Planner VI	Task Lead	\$285
Madelyn Murray	Specialist I/Planner II	Support	\$145
Maryse Suppiger	Specialist II/Planner II	Support	\$165
CATEGORY 8 – HOUSING GENERAL PLAN/LOCAL PLANNING SUPPORT			
Erika Van Sickle	Specialist IV/Planner III	Task Lead	\$185
Elizabeth Dickson, AICP	Specialist V/Planner IV	Support	\$195
Laurie Grover, AICP	Specialist IV/Planner III	Support	\$185
Grant Sles	Analyst II/Planner I	Support	\$115
<i>CityPlace Planning</i>		Support	
<i>Pendoley Strategies & Communications</i>	Outreach and Facilitation Specialist	Support	\$200
CATEGORY 9 – PROJECT MANAGEMENT AND CONTROLS			
Asha Bleier, AICP, LEED AP BD+C	Project Director, Environmental/ PUD Practice Director	Task Lead	\$285
Mike Howard	Project Director, Environmental/Biologist V	Support	\$285
Gaurav Srivastava, AICP	Senior Specialist IV/Urban Designer VI	Support	\$245
Rose Newberry, AICP, WEDG	Specialist V/Planner IV	Support	\$195
Jane Gray	Project Director, Environmental/Planner VI	Support	\$285
Erika Van Sickle	Specialist IV/Planner III	Support	\$185
Elizabeth Dickson, AICP	Specialist V/Planner IV	Support	\$195
CATEGORY 10 – REGIONAL EARLY ACTION PLANNING (REAP) 2.0 PROGRAMS			
Elizabeth Dickson, AICP	Specialist V/Planner IV	Task Lead	\$195
Laurie Grover, AICP	Specialist IV/Planner III	Support	\$185
Rose Newberry, AICP WEDG	Specialist V/Planner IV	Support	\$195
Greg Ripperger, PE	Project Manager/Engineering	Support	\$255
Grant Sles	Analyst II/Planner I	Support	\$115
Stephen Cook <i>Intersecting Metrics</i>	Principal	Support	\$200

Staff Rates for All Categories

Name	Classification/Title	Job Function	Hourly Rate
Dale Domingo <i>Intersecting Metrics</i>	Project Manager	Support	\$150
Josh Rosenthal <i>Eco Minded Solutions</i>	Founder & CEO	Support	\$245
John Heckel <i>Eco Minded Solutions</i>	Principal Architect	Support	\$195
Sarah Rothwell <i>Eco Minded Solutions</i>	Project Director	Support	\$150

DRAFT

Attachment: 3018 - Contract (10087 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)

General Contract Information

Contract No: 24-1003136 Amendment No.: _____
 Contract Class: Payable Department: Planning and Regional
 Vendor No.: 01022 Vendor Name: HNTB, CORPORATION
 Description: On-Call Planning/COG/REAP 2.0 Bench

List Any Related Contract Nos.: _____

Dollar Amount					
Original Contract	\$	3,188,289.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	3,188,289.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	3,188,289.00

Contract Authorization

Board of Directors Date: 06/05/2024 Committee _____ Item # _____

Contract Management (Internal Purposes Only)

Other Contracts _____ Sole Source? No Administrative Budget Adjustment _____
 State/Local _____ Professional Services (Non-A&E) _____ N/A _____

Accounts Payable

Estimated Start Date: 07/01/2024 Expiration Date: 06/30/2029 Revised Expiration Date: _____
 NHS: N/A N/A Prevailing Wage: N/A

							Total Contract Funding:	Total Contingency:	
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$
GL	6010	20	0404	0414	52005	42905005	SCAG_REAP 2.0 CTC	1,700,000.00	-
GL	6010	20	0404	0417	52005	42905005	SCAG_REAP 2.0 CTC	88,289.00	-
GL	6010	20	0404	0418	52005	42905005	SCAG_REAP 2.0 CTC	1,400,000.00	-

Mairany Anaya
 Project Manager (Print Name)

Steve Smith
 Task Manager (Print Name)

Additional Notes: _____

Attachment: 24-1003136 HNTB corporation CSS [Revision 3] (10087 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench

CONTRACT NO. 24-1003136**BY AND BETWEEN****SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY****AND****HNTB CORPORATION****FOR****ON-CALL BENCH FOR PLANNING/SAN BERNARDINO ASSOCIATED
GOVERNMENTS (SBCOG) AND REGIONAL EARLY ACTION PLANNING (REAP) 2.0**

This contract ("Contract") is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and HNTB Corporation ("CONSULTANT"), whose address is 3633 Inland Empire Blvd., Suite 750, Ontario, CA. 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 Categories 7 and 10A of Exhibit A "Scope of Work" ("Work"), in accordance with all applicable professional standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined herein, but only upon SBCTA's issuance of and in accordance with the terms and instructions contained in one or more written Contract Task Orders ("CTO") executed by both parties. The word "Work" includes without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Work performed hereunder shall be completed to the

satisfaction of SBCTA, with SBCTA's satisfaction being based on prevailing applicable professional standards.

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

ARTICLE 2. CONTRACT TERM

The Contract term shall commence upon issuance of a written Notice To Proceed or Notice of Executed Contract (NTP) issued by SBCTA's Procurement Division, and shall continue in full force and effect through June 30, 2029, until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any Work performed or costs incurred prior to issuance of the NTP.

SBCTA at its sole discretion may extend the original term of the Contract for two (2) option terms. The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed June 30, 2031.

ARTICLE 3. COMPENSATION

- 3.1 Total compensation to CONSULTANT for full and complete performance of Services in compliance with all the terms and conditions of this Contract and any CTOs issued, shall not exceed the amount set forth in 3.2 below.
- 3.2 The total Not-To-Exceed Amount for all CTOs issued to CONSULTANT is Twenty-Three Million, Two Hundred and Eighty-One Thousand, Nine Hundred and Fifty Dollars (\$23,281,950). All services shall be reimbursed pursuant to the hourly labor rates identified in Exhibit B "Price Proposal" and the executed CTO. The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and shall include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amount identified in Exhibit B. The SBCTA will not reimburse for any expenses not shown in Exhibit B.

Escalation shall be at a specific rate, as shown on the Bureau of Labor Statistics Employment Cost Index for Total Compensation for private industry workers, Table 5, Private Industry Workers, Occupational Group "Professional and Related" or its successor. The Employment Cost Index will be annually adjusted, apply total benefits for the private industry economic sector, not to be seasonally adjusted, but will include a 12-month percent change. Escalation shall commence as of July 1, 2024, and shall be applied each July, (i.e., July 1st) for the term of the Contract.

- 3.3 As the need for On-Call Planning Services are required, SBCTA will issue a request for CTOs based on services and costs identified in 3.2 above. SBCTA does not guarantee any certain number of CTOs will be issued during the term of this Contract. Award of CTOs is at the sole discretion of SBCTA.
- 3.4 Intentionally Omitted.
- 3.5 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Contract, shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.
- 3.5.1 CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 3.5.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31, or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be repaid by CONSULTANT to SBCTA.
- 3.6 Any Work provided by CONSULTANT not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be CONSULTANT's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.

ARTICLE 4. INVOICING

- 4.1 Payment to CONSULTANT as provided herein shall be payable in four (4) week billing period payments, forty-five (45) calendar days after receipt of an acceptable invoice by SBCTA prepared in accordance with the instructions below.. Payment shall not be construed to be an acceptance of Work.
- 4.2 CONSULTANT shall prepare invoices in a form satisfactory to and approved by SBCTA, which shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a four-week billing period and will be marked with SBCTA's contract number, description and task order number, if applicable. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice except for the month of June, which will require the invoice to be submitted by July 10th. Invoices shall include request for payment for Work (including additional services authorized by SBCTA) completed by CONSULTANT during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT's sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCTA has received and approved all Work and deliverables. Invoices should be e-mailed to SBCTA at the following address:

ap@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

- 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 Project Manager. CONSULTANT shall not substitute any Key Personnel without the prior written consent of SBCTA. In the event that the Parties cannot agree as to the substitution of Key Personnel, SBCTA may terminate this Contract. Key Personnel are:

Name	Job Classification/Function
Chris Wahl	Project Manager
Matthew Bushman	Principal in Charge
Sean Libberton	Grant Writing/Management Lead
Ted Mekuria	REAP 2.0 Complete Streets Lead

ARTICLE 16. REPRESENTATIONS

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

ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

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

ARTICLE 18. TERMINATION

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

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

ARTICLE 19. STOP WORK ORDER

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

ARTICLE 20. CLAIMS

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

ARTICLE 21. INSURANCE

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

21.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than \$1,000,000 per claim
- An annual aggregate limit of not less than \$2,000,000
- Coverage shall be appropriate for the CONSULTANT'S profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT'S professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable
- If Coverage is on a claims made basis:
 - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract
 - CONSULTANT shall secure and maintain "tail" coverage for a minimum of three (3) years after Contract completion

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 **\$1,000,000 each occurrence**, \$2,000,000 aggregate
- 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 , duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations
 - \$1,000,000, \$2, 000, 000 aggregate per occurrence limit for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury
- If a general aggregate applies, it shall apply separately to this project/location. The contract no. and brief explanation of the project/work must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504)
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included

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

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

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

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 **\$1,000,000** each accident. This total limits of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services
- Combined Bodily Injury and Property Damage Liability insurance. The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA

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 \$1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA in the care, custody, or control of the CONSULTANT. If not covered under the CONSULTANT's liability policy, such "property" coverage of SBCTA may be endorsed onto the CONSULTANT's Cyber Liability Policy as covered property as follows:

Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of SBCTA that will be in the care, custody, or control of CONSULTANT.

21.1.8 Railroad Protective Liability. Intentionally Omitted

21.2. General Provisions

- 21.2.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VII or better and if policies are written by insurance carriers that are non- admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-X or better, unless otherwise approved in writing by SBCTA’s Risk Manager.
- 21.2.2 Additional Insured Coverage. All policies, except those for Workers’ Compensation and Professional Liability insurance, shall be endorsed by an ISO Form CG 20 43, or if not available, then ISO Form that provides substantially equivalent coverage, to name San Bernardino County Transportation Authority, San Bernardino Associated Governments (operating as San Bernardino Council of Governments or SBCOG), their officers, directors, members, employees, and agents, as additional insureds (“Additional Insureds”). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for any additional insured to vicarious liability, but shall allow coverage for the additional insureds to the full extent provided by the policy.
- 21.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA’s Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA’s Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager’s name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.
- 21.2.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self- insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-CONSULTANTS to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any

deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. Without SBCTA's Risk Manager's expressed written approval no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The CONSULTANT's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any CONSULTANT's deductible or SIR.

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

SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.

21.2.8 Non-Limitation of Insurance Requirements. The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the CONSULTANT's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the CONSULTANT shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the CONSULTANT is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the CONSULTANT arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Subcontractor. The CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.

21.2.9 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

21.2.10 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.

21.2.11 Project Specific Insurance. Intentionally Omitted

- 21.2.12 No Representations or Warranties. SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONSULTANT against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.
- 21.2.13 Review of Coverage. SBCTA may at any time review the coverage, form, and amount of insurance required under this contract, and may require the CONSULTANT to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk that exists at that time. SBCTA may change the insurance coverages and limits required under this contract by notice to the CONSULTANT, whereupon the CONSULTANT will, within sixty (60) days of such notice date, procure the additional and/or modified insurance coverages. Upon such change any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Contract amendment.
- 21.2.14 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultant(s) to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.
- 21.2.15 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.
- 21.2.16 Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 22. INDEMNITY

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

CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by SBCTA) SBCTA, SBCOG and its Entities, and their authorized officers, employees, agents and volunteers (collectively "Indemnitees"), from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of the professional to the maximum extent permitted by Civil Code Section 2782.8.

22.2 For all other Work and obligations under this Contract, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, SBCOG and its Entities, and their authorized officers, employees, agents and volunteers (“Indemnitees”), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by SBCTA on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CONSULTANT’s indemnification obligation applies to SBCTA’s “active” as well as “passive” negligence, but does not apply to SBCTA’s “sole negligence” or “willful misconduct” within the meaning of Civil Code section 2782.

ARTICLE 23. ERRORS AND OMISSIONS

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

ARTICLE 24. OWNERSHIP OF DOCUMENTS

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

ARTICLE 25. SUBCONTRACTS

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

ARTICLE 26. RECORD INSPECTION AND AUDITING

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

ARTICLE 27. INDEPENDENT CONTRACTOR

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

ARTICLE 28. ATTORNEY'S FEES

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

ARTICLE 29. GOVERNING LAW AND VENUE

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

ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 31. PRECEDENCE

31.1 The Contract consists of the following: Contract Articles, Exhibit A "Scope of Work," and Exhibit B "Price Proposal for Time and Materials," SBCTA's Request for Proposal and CONSULTANT's proposal, all of which are incorporated into this Contract by this reference.

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

ARTICLE 32. COMMUNICATIONS AND NOTICES

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

To CONSULTANT	To SBCTA
3633 Inland Empire Blvd., Suite 750	1170 W. 3rd Street, 2nd Floor
Ontario, CA 91764	San Bernardino, CA 92410-1715
Attn: Chris Wahl	Attn: Mairany Anaya
Email: cwahl@HNTB.com	Email: manaya@gosbcta.com
Phone: 619-684-6558	Phone: (909) 884-8276
2 nd Contact: Kevin Haboian	Copy: Procurement Manager
Email: khaboian@HNTB.com	Email: procurement@gosbcta.com

ARTICLE 33. DISPUTES

- 33.1 In the event any dispute, other than an audit, arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, Work to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA's Procurement Manager within thirty (30) calendar days after notice thereof in writing, which notice shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have ten (10) calendar days after receipt of the decision in which to file a written appeal thereto with SBCTA's Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such dispute may be reviewed by the court specified in Article 29.
- 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, and representatives shall not offer or give to any officer, official, agent or employee of SBCTA, any gift, entertainment, payment, loan, or other gratuity.

ARTICLE 35. REVIEW AND ACCEPTANCE

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

ARTICLE 36. CONFIDENTIALITY

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

ARTICLE 37. EVALUATION OF CONSULTANT

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

ARTICLE 38. SAFETY

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

ARTICLE 39. DRUG FREE WORKPLACE

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

ARTICLE 40. ASSIGNMENT

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

foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the Parties.

ARTICLE 41. AMENDMENTS

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

ARTICLE 42. PREVAILING WAGES

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

ARTICLE 43. CONTINGENT FEE

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

ARTICLE 44. FORCE MAJEURE

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

ARTICLE 45. REPRESENTATIONS

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

DRAFT

Attachment: 3136 Contract (10087 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)

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

**HNTB CORPORATION, A
DELAWARE CORPORATION**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Kevin A. Haboian
Senior Vice President

By: _____
Dawn M. Rowe
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

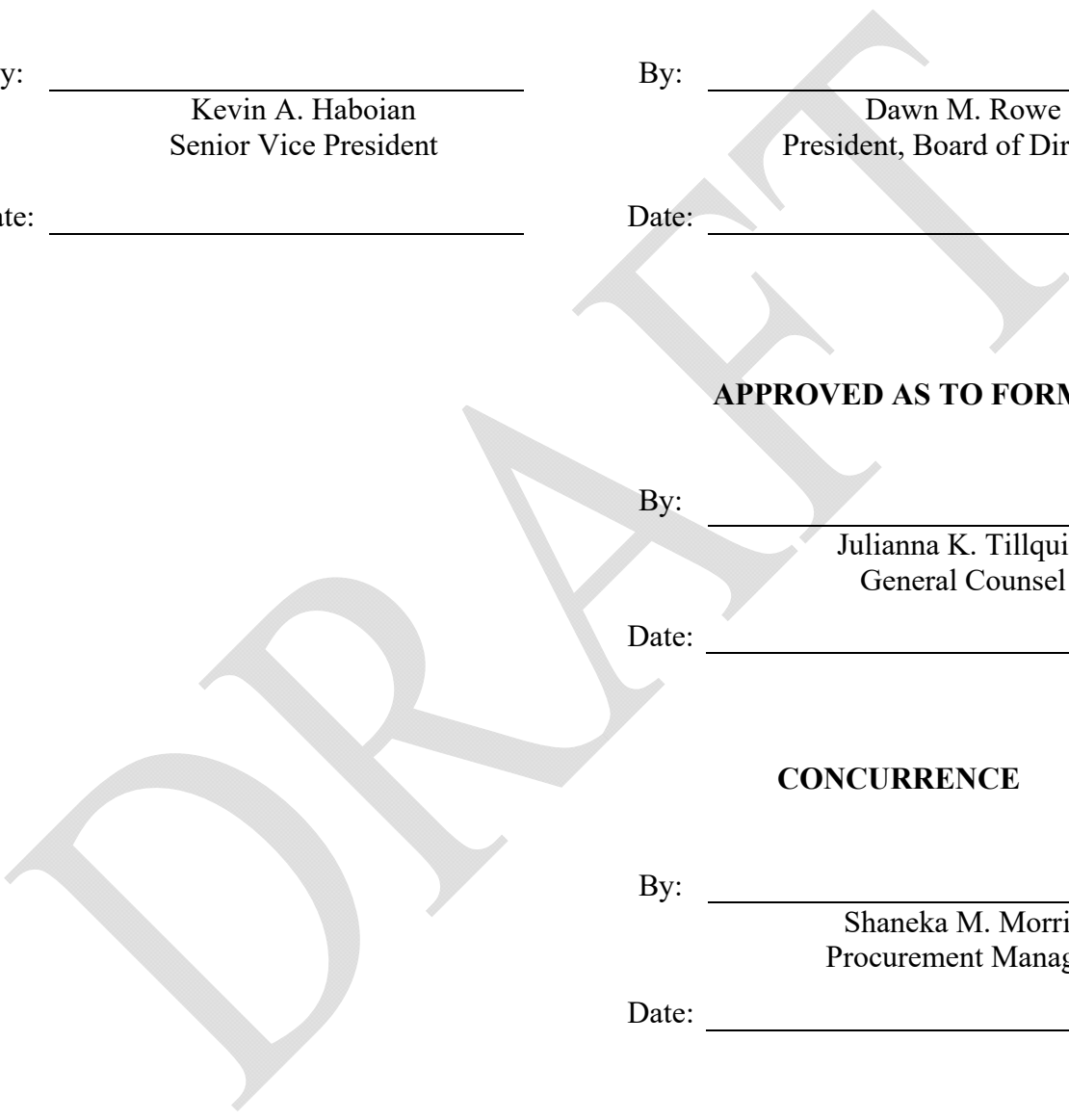
By: _____
Julianna K. Tillquist
General Counsel

Date: _____

CONCURRENCE

By: _____
Shaneka M. Morris
Procurement Manager

Date: _____



Attachment: 3136 Contract (10087 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)

EXHIBIT “A”
“SCOPE OF WORK”

The full Scope of Work from RFP23-1003018 is included in Exhibit A of this contract, however, Contract 24-1003136 has been awarded the following categories: 7 and 10A.

EXHIBIT A

SCOPE OF WORK

A COST PROPOSAL SHALL BE SUBMITTED PER EACH “PROGRAM” FIRMS ARE INTERESTED IN PROPOSING FOR.

The **San Bernardino County Transportation Authority (SBCTA)** is the countywide transportation planning agency in San Bernardino County. San Bernardino Associated Governments, a joint powers authority, operates as the **San Bernardino Council of Governments (SBCOG)**. SBCTA/SBCOG serves over 2.1 million residents of San Bernardino County; SBCTA/SBCOG has as its membership the County of San Bernardino and all cities/towns within the county: Adelanto, Apple Valley, Barstow, Big Bear Lake, Chino, Chino Hills, Colton, Fontana, Grand Terrace, Hesperia, Highland, Loma Linda, Montclair, Needles, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Twentynine Palms, Upland, Victorville, Yucaipa, and Yucca Valley. (25 Jurisdictions total)

The Planning Department at SBCTA/SBCOG is involved in various programs that carry out the continuing responsibilities of SBCTA and SBCOG to prepare key planning documents that provide the framework for transportation and sustainability program delivery. Examples include the Countywide Transportation Plan, Measure I Strategic Plan, Long Range Multimodal Transportation Plan, Corridor-level and subarea-level plans, and other modal plans. (e.g., the Active Transportation Plan) These are developed through collaborative activities within and outside SBCTA/SBCOG involving comprehensive planning at the regional and county levels, compiling and maintaining planning and monitoring data, supporting ongoing congestion management, travel demand modeling, growth analysis, focused transportation study efforts, sustainability and energy programs, developing housing strategies, and managing grant applications.

The goal of the department is to: Improve mobility, safety, equity, and environmental quality by developing and coordinating plans to support SBCTA and SBCOG programs, as well as updates and amendments to the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) with the Southern California Association of Governments (SCAG), and mobile source components of air quality plans to meet State and Federal requirements.

The department also develops and coordinates countywide input on updates, revisions, refinement, policies, and other issues associated with regional plans for congested corridors, freight, passenger rail and transit, active transportation, air quality, housing, equity, Greenhouse Gas (GHG) and Vehicle Miles Travelled (VMT) Reduction, climate adaptation and resiliency strategies, and preparation of sub regional travel demand forecasts. In addition, SBCTA/SBCOG reviews and provides comments on State-level plans and programs.

For further details on some of the sustainability-related efforts of the SBCTA Planning Department, refer to the attached SBCTA and SBCOG Sustainability Initiatives Fact Sheet or see the Regional and Subregional Planning section at the following link to SBCTA’s current and past budget documents: <https://www.gosbcta.com/financial/>

As the Planning Department carries out its work plans and programs, the department sometimes requires transportation, land use, sustainability, outreach, and environmental planning support. Specific tasks that consultants may be required to perform are described below. This list is not

intended to be inclusive, but represents the list of potential work items for which services may be requested from various consultants. Further details are provided below.

Description of Consultant Expertise and Hourly Rates on Program Categories

For purposes of submittal on this procurement, SBCTA requests that information be provided based on the firm's expertise with various tasks listed below and that consultant staff hourly rates be provided. Since the list of tasks in each program is, in many instances, conceptual, SBCTA is not requesting scopes of work be submitted for each task, but rather, a description of how the firm is equipped to provide support for specific tasks under each program. This will be evaluated based on both the firm's experience and personnel. **The consultant is not required to address every program task listed below but only to respond to the relevant program tasks in which the consultant has expertise. Although not prohibited, the opportunity for partnering with other firms through a sub-agreement will be more relevant during the Contract Task Order (CTO) process, where the selected firms will be competing on an actual funded project under each of the categories.** These descriptions are for work that SBCTA/SBCOG anticipates consultants could be asked to provide for the duration of the contract. It is important to note that these tasks are not actual proposed projects.

1) Active Transportation Program

- Assist SBCTA staff with the management of the State's Active Transportation Program (ATP)
 - Attend and comment on guidelines development workshops and updates representing SBCTA/SBCOG
 - Follow SCAG's determination of the regional MPO share of the ATP funding
 - Manage SBCTA-awarded projects under the ATP (Planning, Infrastructure, and Non-Infrastructure Projects), SCAG grants, or Caltrans grants
 - Manage project invoicing and schedule for SBCTA ATP Projects
 - Assist with technical elements of the ATP grant applications
- Assist SBCTA staff with management of the Transportation Development Act (TDA) Article 3 Program (SBCTA-managed active transportation grant funding)
- Analyze future active transportation funding opportunities for SBCTA and the member jurisdictions
- Support GIS staff with the development and management of the SBCTA Active Transportation web portal - Assist with dynamic data story 'Active San Bernardino Data'
- Assist with improving the process of outreach and engagement (CBOs, Jurisdictions, and other agencies)
- Support Implementation of San Bernardino County Active Transportation Plan (SBCATP, formerly known as Non-Motorized Transportation Plan (NMTP))
- Provide technical/engineering support to SBCTA staff and the member jurisdictions, including data collection and analysis of existing data (could involve bike/pedestrian volume data collection)
- Implementation of Countywide Comprehensive Sidewalk Inventory Project for better pedestrian planning and implementation
- Redlands Passenger Rail Project (RPRP) Accessibility (first mile/last mile plan)
- Implementation of SBCTA/SBCOG feasibility and prioritization study of existing proposed active transportation (AT) projects throughout San Bernardino County
 - Assist with project design and environmental permitting
 - Assist with cost estimate updates
 - Assist with outreach

- Assist with the grant application
- Safe Routes to School Program Implementation and other Non-Infrastructure (NI) ATP projects
 - Assist/review with data collection (evaluation), enforcement, education, and encouragement efforts
 - Assist SBCTA staff with future funding search efforts/submit award applications on the program
 - Assist SBCTA staff with managing the Countywide SRTS programs
- Capital Improvement Plan (CIP) List / SBCTA Infrastructure Project Active Transportation Consistency Review

Note: The consultant may be asked to attend outside meetings representing SBCTA and, at times, may be asked to provide input and draft comments reflecting the positions of the agency. Most of the requested assistance would be related to project management of grant-funded projects, which includes invoicing, producing progress reports, providing input on draft plans, and assisting with data analysis. If SBCTA is successful in securing future funding for active transportation infrastructure, the consultants could be asked to manage the project from the pre-construction phase to the management of the construction phase for the less complex projects in coordination with local jurisdictions. Project management could also include the environmental phase of the project but will not include design, right-of-way acquisition, or the actual construction of the project.

2) Transportation Modeling

- San Bernardino Transportation Analysis Model (SBTAM)
 - Provide forecasts requested by local jurisdictions or other consultants preparing traffic studies and Environmental Impact Reports (EIRs)
 - Provide socio-economic data to support travel demand forecasts
 - General SBTAM Support
 - Troubleshooting modeling errors
 - SBTAM enhancements via new scripts/interfaces
 - Modeling analysis support
 - Troubleshoot updated SBTAM Model
 - SBTAM Transit Calibration Refinement
 - Staff training and assistance
 - Troubleshoot updated SBTAM Truck Model
 - SBTAM Model runs on various project/development scenarios
 - Incorporation of new SBTAM Plus project updates
 - Analysis and incorporation of Big Data and other Location-Based Services (LBS) data
 - Technical assistance related to incorporation of future Artificial Intelligence (AI) in transportation modelling

3) Transportation Planning

- Countywide Long Range Transportation Plan (LRTP)
 - Assist SBCTA staff with the compilation of the documents
 - Assist SBCTA with coordination and outreach
 - Provide technical support to SBCTA staff
- Implementation of Action Plans and other Implementation Plans like the Customer Focused, Technology-Enabled Multi-Modalism Action Plan (see link at:

<http://www.gosbcta.com/plans-projects/plans-rideshare-transit.html>)

- Assist with the implementation of the action items in the plan
- Assist SBCTA staff (mobility managers) with stakeholder coordination (Metrolink, San Bernardino County Transit Providers, and various SBCTA departments)
- Provide technical assistance on various transit related projects and activities
- Assist with implementation of transportation demand management strategies associated various transportation modes
- Assist with first/last mile strategy implementation related to transit/micro transit
- Assist with navigating through various new transit related technologies
- SBCTA Safe Routes to School Program support (Provide technical support on all 6 E's of the SRTS Program (Engineering, Evaluation, Education, Encouragement, Enforcement, and Equity) on an as-needed basis)
- Draft/Process/Execute any necessary MOUs, contracts, or agreements with any outside entities through the SBCTA Board, Committee, and/or Executive Director approval as directed by the project manager
- Assist with project management of various programs at SBCTA/SBCOG.
- Assist with project control elements of various SBCTA/SBCOG programs
- Assist with contract/procurement process involved with SBCTA/SBCOG programs
- Assist with project reporting requirements with SBCTA/SBCOG programs
- Assist with administrative work related to SBCTA/SBCOG involved programs
- Assist with SBCTA/SBCOG contracting and agreement process
- Provide project staff support for various SBCTA managed grant programs
- Transportation Development Act (TDA) Article program management
 - Assist SBCTA staff with call-for-projects process
 - Assist SBCTA staff with managing program invoicing and tracking
 - Assist SBCTA staff with communication and outreach to member agencies
- Monitor, attend, and participate in meetings with partner entities as necessary (e.g. Community Vital Signs (CVS), Countywide Vision Element Groups, SCAG workshops and meetings, other COG meetings, etc.)
- Provide technical assistance support to jurisdictions on an as needed basis
- Provide grant management and grant writing support to SBCTA/SBCOG staff and the member jurisdictions on an as needed basis
- Assist SBCTA/SBCOG staff in planning and executing SBCTA/SBCOG led events, meetings, and workshops (on an as needed basis) – (E.g. Workshop on ATPs, Workshop on community meetings related to SRTS projects, extra outreach meetings needed for other post grant funded programs, and other SBCTA community engagement efforts)
- Provide technical assistance on Value Capture (VC) and/or other Transportation Financing Tool Assessments (technical support for transportation infrastructure value capture assessment projects (Enhanced Infrastructure Financing Districts (EIFDs), Special Financing Districts (SFDs), Community Facilities Districts (CFDs) and others)
- Assist SBCTA/SBCOG staff in monitoring of various VC projects around the State and the region
- Provide technical support related to SBCTA/SBCOG GIS in developing and maintaining GIS project database and portal (Storymaps, Open Data Portal, Dashboard etc.)
 - Countywide Sidewalk Inventory Project Implementation
 - Countywide Long Range Transportation Plan (LRMTP) document review and

- implementation
 - SBCTA Equity Framework Study/SB 1000 Toolkit implementation and technical assistance
 - Project level SB 743 VMT analysis and calculations
 - Local Hazard Mitigation Plans (LHMP) technical assistance
 - Other SBCTA generated plans and studies
 - Assist SBCTA staff with managing of the ongoing implementation of SB 743 related VMT reduction programs
 - Provide ongoing technical (including modeling) support to SBCTA staff and to member jurisdictions in the County
 - Track VMT implementation at a jurisdictional level in the County, including OD assessment for goods movement
 - Provide technical assistance with TIA guidelines/CMP monitoring
 - Attend meetings and assist with presentations on SB 743
 - Provide technical analysis on estimated travel patterns in San Bernardino County at a jurisdictional level (OD assessment)
 - Conduct and provide traffic counts when necessary for SBCTA planning and infrastructure projects
 - Provide technical assistance on VMT mitigation assessment for transportation projects around the County
 - Assist with the implementation of SBCTA VMT Mitigation Bank (scopes outside of REAP 2.0 funding program)
 - Monitor the development of VMT mitigation measures at the State and regional level (additionally, legal concepts, telework program)
 - Continue to update the technical VMT mitigation analysis included in the SBCTA mitigation study (cost-effectiveness and modeling)
 - Provide technical assistance in setting up of the mitigation bank (crediting programs, app development, validation process, baseline establishment, lifecycle concept, trip verification)
 - Assist in defining appropriate strategies to collect traffic count data. The purpose of data collection is to demonstrate pre-construction conditions and construction conditions on various projects
 - Aggregate count data for archival purposes
 - Reconfigure and recalibrate count units as necessary during the data collection period as construction stages change, which may shift lanes to ensure appropriate lane reads by count units
 - Obtain necessary encroachment permits from Caltrans necessary to collect counts along the I-15 corridor
- 4) Sustainability Planning
- Countywide Habitat Conservation/Preservation Planning
 - Support SBCTA staff and consultants in implementation of the Regional Conservation Investment Strategy (RCIS)
 - Manage project invoicing and troubleshoot contract-related issues
 - Assist with potential future mitigation credit agreement process
 - Provide technical support on habitat mitigation strategies on various SBCTA/SBCOG projects (e.g. Advanced mitigation strategies, conservation planning process, acquisition of mitigation lands, project level environmental analysis, habitat mapping)

- Provide technical support on CEQA habitat mitigation requirements on various SBCTA/SBCOG projects (e.g. processing Incidental Take Permits (ITP), negotiations on conservation requirements, and obtaining other permits)
 - Monitor, attend, and participate in meetings with partner entities as necessary
 - Transit Oriented Development (TOD) and Transportation Corridor Plans
 - Support SBCTA staff in implementing TOD/Corridor projects, especially in the areas of nexus between land use and transportation planning.
 - Support SBCTA staff and member jurisdictions with coordination efforts related to the TOD/Corridor Plans, especially with state, regional, and county agencies and transit operators
 - Monitor policy and program updates and guidelines from the state agencies and SCAG and provide comments that could potentially be submitted to the relevant agencies
 - Assist SBCTA staff with the development and implementation of the RTP/SCS
 - Provide technical and staff support for the SBCTA Freeway Service Patrol (FSP) Program
 - Assist SBCTA/SBCOG staff in monitoring and identifying a new agency wide sustainability strategies/programs
 - Assist SBCTA/SBCOG staff with development of sustainability fact sheets for various programs at SBCTA/SBCOG (possibly some marketing materials)
 - Work with Planning and Public Information staff to maintain sustainability program information on SBCTA/SBCOG website
 - Assist with administrative work related to SBCTA/SBCOG involved sustainability programs
 - Assist SBCTA staff with the implementation of Countywide Vision Wellness Element initiatives related to built-environment, as highlighted in the Community Transformation Plan <http://communityvitalsigns.org/>
 - Provide technical assistance to member jurisdictions that are developing a healthy communities element containing policies and programs to improve community health
 - Maintain database associated with Health Equity, SB 1000 Toolkit, and UCR Equity Study
- 5) Climate Change and Adaptation Planning
- Countywide Greenhouse Gas (GHG) Reduction Plan Update
 - Support SBCTA staff and consultants in implementing the updated plan through the new EPA Climate Pollution Reduction Grant (CPRG)
 - Manage project invoicing and troubleshoot contract related issues
 - Support with CEQA-related issues on the countywide GHG reduction projects and programs
 - Sub-Regional Climate Adaptation Plan (with WRCOG)
 - Support SBCTA staff and consultants in managing the updated plan
 - Support SBCTA staff with coordination efforts related to the regional Climate Collaborative
 - Assist SBCTA/SBCOG with organizing and implementing outreach meetings outside of the grant SOW. (e.g. stakeholder meetings, presentations at SBCTA/SBCOG, SCAG, and other venues deemed necessary by SBCTA/SBCOG project manager) <https://wrcog.us/285/Resilient-IE>
 - Assist in reviewing draft documents from consultants working on the Resilient IE related projects, including materials produced by Inland Southern California Climate Collaborative (ISC3) <https://iscclimatecollaborative.org/>
 - Assist with the implementation of strategies based on recommendations developed by

- the regional plan, including actions in ISC3
 - Provide technical assistance and research assistance in project development related to resiliency and climate adaptation planning. This could include: infrastructure planning, hazard mitigation planning, evacuation route planning, impact studies, and climate resiliency on biological resources
 - Assist with administrative work related to SBCTA/SBCOG involved climate change and adaptation planning programs
 - Provide technical support with energy resilience planning and evacuation route planning associated with climate change impacts
 - Develop project list for future grant application associated with Federal and State funding on climate adaptation
 - Work with member jurisdictions on project concept development
 - Work with community or community based organizations to conduct outreach and provide input associated with project development
 - If necessary, work with member jurisdictions and SBCTA/SBCOG staff to develop infrastructure projects to be shovel ready for funding (possibly through environmental permitting and project design support)
- 6) General SBCTA/SBCOG Staff Support
- Assist SBCTA/SBCOG staff with the management of various projects not included in any of the other sections. (e.g. SBCTA/SBCOG Equity Policy Development, Outdoor Equity Program, and Geospatial Analysis and Support)
 - Create a Policy Framework for including Equity in policies and processes for SBCTA/SBCOG. The framework will include a flowchart / “interview” process for consideration at the start of projects, common remedies to identified gaps, and a clear statement of Equity goals and desired outcomes
 - Organizing and/or attending meetings on behalf of SBCTA/SBCOG
 - Provide technical training on various topics on COG and Planning
 - Assist SBCTA staff with workshops, training, conferences, presentations, and other event planning
 - Provide technical GIS support including migration and configuration of SQL server reporting services (mapping/dashboard/analytics/SBTAM and GIS integration)
 - Assist with Grant Writing – SBCTA prepares some grant applications in-house and also has a contract with a grant writing firm. Thus, this task will only involve giving technical input to the grant writing consultant when needed. Examples may be benefit-cost analysis and analytical data supporting the application
 - Grant Project ideas and suggestions – Although SBCTA tracks various federal/state/regional grants, the consultant will be expected to provide grant application suggestions and ideas
 - Assist SBCOG Staff with the management of projects approved in the Council of Governments Work Plan
 - Complete cost/benefit analysis for implementation of policies, and plans.
 - Engage stakeholders and local agencies
 - Create policy and administrative toolkits
 - Assist with workforce development programs and initiatives, working with jurisdictions, chambers of commerce, small businesses and others
 - Conduct community outreach and engagement for various projects and initiatives throughout the County, establish relationships with outside stakeholders and organizations. Create a

communication structure for future collaboration

- Support the creation of small business programs and initiatives through SBCOG, incorporating equitable business practices, procurement, and others. Conduct research through surveys, focus groups, workshops, and other events to learn more about how small businesses conduct business and to build relationship within the business community

7) Grant Writing/Management Services:

- Seek grant funding for specific projects or programs as requested by SBCTA/SBCOG.
- Assist SBCTA/SBCOG staff in the preparation of grant applications and submit grant applications on behalf of the SBCTA/SBCOG. SBCTA/SBCOG may request the consultant to track progress of submitted grant applications and request support from legislators and agencies in an effort to secure funding
- Develop timelines and checklists for identified grants to ensure timely grant completion and submission
- Compose grant proposals, including budget, concept plans, and other necessary items for grant submittals. Assist SBCTA/SBCOG staff in ensuring compliance with all applicable grant rules and regulations. In instances where grant elements are too technical, SBCTA/SBCOG staff will allow the grant writer to add technical assistance from a sub-consultant
- In the event that a grant application is prepared, submitted, and funded, the consultant may be required to implement and/or provide grant administration assistance for specific projects or programs. Grant administration assistance may include the implementation of a program, preparation of required reports, cash draw-down requests, progress reports, and clearing special conditions as identified by the funding agency. This also includes conducting workshops SBCTA/SBCOG and its member agencies on topics related to grant funding opportunities and successful grant writing
- Deliverables will be determined on a case-by-case basis depending on the services requested by SBCTA/SBCOG
- Inform SBCTA/SBCOG staff of any grant opportunities that are appropriate for SBCTA/SBCOG projects, programs, or services. This will include State, Federal, local and any other opportunities for funding from other non-profits/foundations
- May be asked to submit awards applications and write other proposals as asked by SBCTA/SBCOG staff

8) Housing/General Plan/Local Planning Support

- Work with member agencies to establish a SBCTA/SBCOG work plan based on recent OPR guidelines and other legislative mandates (e.g., SB 743, SB 1000, AB 2140, etc.)
- Work with member agencies to assist in housing-related programs and policies that are associated with land use planning (scope of work that are outside of the Regional Early Action Planning (REAP) 2.0 Grant Program)
- Assist SBCTA/SBCOG staff in monitoring and identifying new agency-wide housing strategies/programs, including the establishment of the regional housing trust in the County
- Provide logistics support for SBCTA/SBCOG housing programs
- Provide housing program related support services assisting SBCTA/SBCOG member jurisdictions through the various RHNA processes and then their Housing Elements process through the California Department of Housing and Community Development's (HCD) review process
- Monitor, attend, and participate in meetings with partner entities as necessary
- Monitor housing related legislation in California and provide presentations on important

- legislation
- Assist with administrative work related to SBCTA/SBCOG involved housing programs
 - Assist with the implementation of housing-supportive infrastructure programs, which could include broadband, water, sewer, utilities, transportation, and various new technologies (Smart City/County concept)
 - Assist SBCTA/SBCOG staff with organizing and implementing outreach meetings. (e.g. stakeholder meetings, presentations at SBCTA/SBCOG, SCAG, and other venues deemed necessary by SBCTA project manager)
- 9) Project Management and Controls
- Provide project management to Planning and COG projects
 - Complete reporting and invoicing requirements for grants received and projects
 - Work with SBCTA's Finance Department to ensure all financial and reporting requirements are met
 - Work with SBCTA staff to ensure projects progress; provide updates to SBCTA/SBCOG staff as necessary
 - Track project progress in an organized manner and ensure work is being completed according to project timelines, scopes of work, and budget
- 10) Regional Early Action Planning (REAP) 2.0 Programs:

The REAP 2.0 program is a flexible program that seeks to accelerate progress towards state housing goals and climate commitments through a strengthened partnership between the state, its regions, and local entities. REAP 2.0 seeks to accelerate infill housing development, reduce Vehicle Miles Traveled (VMT), increase housing supply at all affordability levels, affirmatively further fair housing, and facilitate the implementation of adopted regional and local plans to achieve these goals.

The program was established as part of the 2021 California Comeback Plan under AB 140 and builds on the success of REAP 2019, but expands the program focus by integrating housing and climate goals, and allowing for broader planning and implementation investments, including infrastructure investments that support infill development that facilitates housing supply, choice, and affordability.

SBCTA/SBCOG is partnering with SCAG through various REAP 2.0 programs listed below in order to accelerate housing project implementation in ways that lead to transformative policy outcomes and accelerate the implementation of regional and local plans that achieve the state priority planning goals.

The REAP 2.0 Program Objectives are as follows:

- Accelerate infill development that facilitates housing supply, choice, and affordability;
- Affirmatively Further Fair Housing (AFFH); and
- Reduce Vehicle Miles Traveled (VMT).

For SBCTA/SBCOG, implementation of the REAP 2.0 Program could potentially revolve around five distinct program areas with multiple projects under each programmatic category. Some programs have received funding, and some have not received funding yet, and the program evaluation is still in process with SCAG. It is also important to note that some of the

SBCTA/SBCOG projects have been placed under the contingency project list. Both SCAG and SBCTA/SBCOG are actively pursuing additional funds to supplement the current funding level to fund projects in the contingency list. Once these contingency projects receive funding, it is likely that the on-call consultants selected through this RFP process will be utilized to implement the projects.

REAP 2.0 Program Categories:

- County Transportation Commission Partnership Program (CTCPP)
- Subregional Partnership Program (SRP)
- NOFA – Funding for Lasting Affordability
- Housing Infill on Public and Private Lands (HIPP) Program
- Regional Utilities Supporting Housing (RUSH) Program
- Sustainable Communities Program – Civic Engagement, Equity, Environmental Justice (SCP-CEEEJ)

A. County Transportation Commission Partnership Program (CTCPP) (Partially Funded)

a. Jurisdiction Multi-Modal Complete Streets Pre-Construction and Construction Activities (Funding is only available for the pre-construction phase and construction phases have been placed under the contingency list):

i. City of Fontana Sierra Avenue Complete Streets

1. Pre-construction activities for five (5) new traffic signals and one (1) traffic signal modification, plus pavement rehabilitation, curb ramps, signing, and striping to reduce lanes and redirect traffic to other streets.
2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
3. Development of Plans, Specifications and Estimates (PS&E) Phase
4. Two sets of design plans are requested: Phase I (interim condition) would reduce the number of travel lanes on Sierra Avenue from two lanes in each direction to one lane in each direction, convert Wheeler Avenue to a one-way northbound street, and convert Nuevo Avenue to a one-way southbound street. Also, Phase I includes the installation and modification of traffic signals at six (6) intersections within the core area to provide a smooth flow of one-way traffic in order to reduce travel time, stops, and delay.
5. Phase II (the ultimate condition) would close Sierra Avenue between Arrow Boulevard and Orange Way to vehicular traffic and continue to divert traffic to parallel streets. The project includes extensive complete street elements along Sierra Avenue, Nuevo Avenue, Wheeler Avenue, Arrow Boulevard and Orange Way.
6. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)

ii. City of Ontario Vista Verde II Affordable Housing Development

1. Pre-construction activities for improved sidewalks and bicycle lanes along Holt Boulevard and other frontage roads on and off the project site
2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)

3. Development of Plans, Specifications and Estimates (PS&E) Phase
 4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
 5. Connection of utilities
- iii. City of Rancho Cucamonga Haven Avenue and Foothill Boulevard Complete Streets
1. Pre-construction activities to repurpose rights-of-way to include extensive complete street elements consisting of improved pedestrian sidewalks, improved bicycle facilities, improved transit stops, and (ultimately) a dedicated transit lane on Foothill Boulevard
 2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
 3. Development of Plans, Specifications and Estimates (PS&E) Phase
 4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
 5. Funding availability will determine various phases of the project, however project will begin with PA&ED phase associated with Haven Avenue.
- iv. City of Twentynine Palms Affordable Housing and Pedestrian Improvements
1. Pre-construction and construction of transportation activities to connect between nearby transit, public amenities, and planned affordable housing development.
 2. Development of Plans, Specifications and Estimates (PS&E) Phase – Possible redesign to accommodate more multimodal components
 3. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
- v. City of Upland Active Transportation Improvements Around Magnolia and Euclid Affordable Housing Project
1. Pre-construction activities to improve multimodal infrastructure near the Upland Metrolink Station to enhance pedestrian access to the station and to improve pedestrian and bicycle infrastructure around two proposed affordable housing developments. (Stowell Street, Euclid Avenue, Second Avenue, A Street and others)
 2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
 3. Development of Plans, Specifications and Estimates (PS&E) Phase
 4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
- vi. City of Rialto Metrolink Station Area Visioning and Development
1. Pre-construction activities for active transportation improvements and redesigning of the downtown area near the Metrolink Station and the Civic Center
 2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
 3. Development of Plans, Specifications and Estimates (PS&E) Phase
 4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
- b. SBCTA VMT Mitigation Bank Proposal

The establishment of a VMT mitigation program is a high priority for many California jurisdictions searching for effective mitigation approaches as lead agencies and as project applicants work through the initial years of the transition to a VMT impact metric. In July 2020, the SBCTA Board of Directors authorized staff *“to develop options for establishing a mitigation crediting system that would allow for quantification of the trip-reduction and greenhouse gas (GHG) reduction benefits of telework and other transportation demand management (TDM) options and the voluntary application of those credits to facilitate environmental mitigation of projects in San Bernardino County....”*

To get the program started, the VMT Bank will incentivize individuals to earn VMT reduction credits by reducing their commute travel (against a baseline auto-based commute) by working or home, or “teleworking.” But the plan is to design the overall program more holistically from the beginning and to incrementally add a broader set of transit/TDM options for reducing VMT, to include taking transit, vanpooling, ridesharing, commuting via bike and walk, etc. In a nutshell, the VMT reduction credits would be deposited into each commuter’s VMT “bank account.” Projects needing VMT mitigation (transportation or land use projects) would then purchase credits through protocols established by the bank and be able to use those credits as mitigation, provided the lead agency agrees.

The mitigation bank is beginning with VMT reduction via telework because incentivizing telework was compared with other VMT mitigation strategies and shown to be the most cost-effective option available. Using an app on a smart phone, participants will establish a “VMT baseline” and generate credits whenever they choose to telework or commute via transit, rideshare, etc. The VMT reduction credit, which can be verified through location-based information on the app, will then be converted monetarily by the bank to the individual’s account once the credits are sold to development or for transportation projects that need to reduce VMT impacts under CEQA. To “jump-start” the bank prior to credits being sold, funding from other sources will be used to incentivize participants. Following this start-up period, and when credits can be sold, the bank is anticipated to be self-funding based on project mitigation for VMT. In addition to providing incentive funding for the participants, money deposited into the bank from purchased credits could be applied to individual, local, regional, or state VMT reduction programs or projects, such as housing-specific projects included in a regional housing trust program.

The VMT bank will be available to people who live and/or work in San Bernardino County. The IE Commuter Program would continue to operate and be available to employers and residents of San Bernardino and Riverside Counties. Participants who enroll in the VMT Bank program would participate in documenting their travel through a mobile phone app and would receive a cash incentive only if their VMT is reduced. The Bank would in turn sell VMT credits based on the amount of accumulated VMT reduced by participants. It is expected that the mitigation cost to reduce VMT and the incentive for participants would change over time.

It is intended that SBCTA would act as the administrator of the program, with eligible participants for VMT reduction being those who either reside within or are employed within San Bernardino County. Entities eligible for buying credits would be lead agencies responsible for transportation projects (including SBCTA and local San Bernardino County governments) and sponsors of land development projects. Entities within San Bernardino County would be given priority in being able to purchase credits. However, if the market for purchasing credits within the county was not adequate to foster the sale of credits adequate to cover the cost of VMT reduction incentive payments and Bank operation, the sale of credits could be opened up to entities outside San Bernardino County.

SBCTA is seeking a management, software, and finance team to provide “turn-key” services to establish and operate the Bank. Some of the funding available to establish the bank is available only through December 31, 2025. At a minimum, the Bank must be fully established and operational prior to that date, so that a pilot period can occur immediately after the REAP funding deadline with as many participants as possible. A goal would be to recruit at least 2000 participants within 6 month and have several “hypothetical” sales of credits within a year.

- i. Develop an Administrative Plan that Address the Following:
 1. Program Visions and Goals – Policy Implications
 2. Program Structure within SBCTA Organization (Relations to the Departments and Programs: e.g. IE Commuter Program)
 3. Establishment of the Mitigation Bank Process and Authority
 4. Program Cost Estimates and Fee Structure
 - a. Administrative Fees (Staffing Needs)
 - b. Supply: Cost of Purchasing VMT (Individual Participants)
 - c. Demand: Cost of Selling VMT (Transportation and Land Use Projects Needing Mitigation)
 5. Program Schedule/Milestones
 6. Marketing Strategies/Materials
 7. Legal Memo/FAQs
 8. Contracting and Procurement
 9. MOUs and Funding Agreements
 10. Program Evaluation
 11. User Agreements and Guides
 12. Financial Structure
 13. Policy Determination on Proceeds
 14. Verification Procedure
- ii. Develop Design Concept and Functionality for the VMT Reduction Quantification and Data Management System
 1. VMT Bank Program Management Interface – App Development
 - a. Accurate Accounting of Telework
 - b. Calculation of VMT
 - c. Inclusion of Financial Transaction
 - d. User-friendly functionality
 2. Quantification and Record-keeping Subsystem
 - a. Manual verification management
 - b. Reporting and data dashboard/summary displays
 3. Commuter Interface
 - a. Management of VMT reduced or generated
 - b. Optional ability (preference options)
 4. Financial System Interface – Key component of the app
- iii. Develop Software Specifications (Android and Apple Users)
- iv. Implement and Test Software Systems Identified in the Specification Task
- v. Beta-Test the VMT Mitigation Bank Systems with a Limited Number of Hand Picked Volunteers
- vi. Develop a Marketing Plan for Introducing the VMT Mitigation Bank and App to the Public
- vii. “Go Live” with the System

- viii. Reporting and Interaction with SBCTA and the System Evaluator
 - 1. Additional VMT Reducing Transportation Mode Inclusion

B. Subregional Partnership Program

- a. Activity/Project 1: Accelerating Housing Element Implementation.
 - i. Staff augmentation program under REAP 1.0 was extremely successful because the technical assistance provided to the local jurisdictions was directly addressing the needs of the local jurisdictions that were struggling to meet the HCD requirements for the development of the housing elements.
 - ii. Similarly, under this activity, SBCOG consultants will provide contract planning services to local jurisdictions. These contract planning staff may augment local staffing needs for Cycle 6 Housing Element (HE) implementation.
 - 1. Assistance may include, but not limited to: assisting jurisdiction's rezoning efforts, amending zoning ordinances, Analyzing environmental/CEQA issues, writing staff reports and technical memo, obtaining prohousing designation, and implementing policies associated with Accessory Dwelling Units (ADUs)
- b. Activity/Project 2: A Region of Housing Experts - Webinars and Trainings. SBCOG's consultants will create and conduct webinars and technical trainings available to each of the 25 jurisdictions to facilitate and accelerate affordable housing projects.
 - i. Hold a workshop for all jurisdictions to identify the greatest housing element implementation needs. Then, conduct two-to-three subregional meetings with jurisdictions to further refine the needs and inform the work performed in other tasks (permitting and reporting support, ADU assistance, Housing Element implementation, anti-displacement study, etc.).
 - ii. Plan and develop technical trainings for local jurisdiction staff on topics related to housing development (legislation, objective design standards, rezoning, CEQA streamlining, prohousing policies, finance mechanisms, etc.).
 - iii. These workshops and outreach are necessary because every jurisdiction in the County has a different schedule related to the certification and implementation of the Housing Elements. Currently, there are 13 out of 25 jurisdictions in the County with a certified Housing Element.
- c. Activity/Project 3: Best Practices – Templates and Toolkits. SBCOG's consultant will provide templates and toolkits to its 25 jurisdictions for housing program implementation. Resources developed through the templates and toolkits will support local staff by providing necessary research, resources, and information to best collaborate with stakeholders and inform decision-makers in a manner that will influence local change to facilitate and implement informed planning efforts.
 - i. Develop templates that can be used by member agencies to implement housing elements. Materials may include by-right zoning checklist, design best practices, draft local ordinances, draft presentations for CC or PC, CEQA streamlining tools, staff report templates, public outreach resources, AFFH implementation materials, missing middle housing resources, inclusionary zoning best practices, fact sheets on new housing legislation.
 - ii. Develop toolkits that can be used by member agencies (e.g., Anti-Displacement Toolkit, Legislative Toolkit, Objective Design Standards for ADUs, multi-family and mixed-use, etc.). Envision a comprehensive website

with slide decks and fact sheets to help jurisdictions implement requirements, etc. The final toolkit could include: 1) measuring and tracking displacement risk; 2) multilingual communication materials that elevate discourse around displacement; 3) resources to empower residents; 4) guidance to property owners and localities on relevant legislation and regulations; 5) draft model ordinances (e.g., rights of first refusal, protections from condo conversions, just cause eviction, etc.); and 6) resources to assist both localities and community members in the preservation of housing.

- d. Activity/Project 4: Empowering our Communities - AFFH Engagement Programs
SBCOG's consultant will aid the 25 member jurisdictions in implementing fair housing programs with support to include outreach and engagement to all community segments, gathering information and feedback related to fair housing, and providing resources to empower residents and increase discourse around fair housing.
 - i. Review all 25 Housing Element AFFH programs for outreach commitments and provide outreach and engagement support. The main goal of the program is to reduce duplicative outreach efforts and streamline the process for all of the member jurisdictions.
 - ii. Create AFFH Engagement Programs. (e.g., expand and use the SB 1000 toolkit).
www.sb1000toolkit.com

C. NOFA – Funding for Lasting Affordability – Establishment of San Bernardino County Regional Housing Trust (SBRHT)

- a. The San Bernardino Council of Governments (SBCOG) requested funding to establish and administer the San Bernardino Regional Housing Trust (Housing Trust). The Trust will be structured as a JPA made up of participating members with a non-profit component. The new JPA may be structured as an agency under SBCOG or as a separate JPA entity with an MOU with the SBCOG. Major deliverables include 1) the establishment of the Housing Trust (Bylaws, Administrative Plan, Program Priorities, Budget, Jurisdiction Membership); 2) Gap Financing Program (how/when the funds or program will be established); and 3) Acceleration of one or more affordable housing projects managed under the Regional Housing Trust as a Gap Financing Program pilot case.
- b. When funds become available, SBCOG staff will be soliciting proposals from qualified on-call consultants to help establish the housing trust and implement programs approved by the new JPA Board.
- c. Consultant will coordinate activities, develop draft resolutions, draft JPA agreement, make city council presentations, and agreement between SBCOG and the Housing Trust through the development of an administrative plan
- d. The administrative plan should include:
 - i. Purpose and Structure
 - ii. Member Jurisdiction Resolutions
 - iii. Establishment of Pipeline Projects with Prioritization
 - iv. Establishment of the Trust Programs
 - v. Administrative Duties and Responsibilities with MOU between SBCOG and the Trust
 - vi. Board of Directors with Membership Structure and Bylaws
 - vii. Budget/Funding/Membership Fees

- viii. Staffing Needs Analysis
 - ix. Annual Reporting Procedures
 - e. Develop Housing Trust Website to manage program and showcase lessons learned and case studies that can be disseminated to other regions.
- D. Housing Infill on Public and Private Lands (HIPP) Program – Public Land to Residential Project – Inventory, Analysis & Toolkit for Workforce and Teacher Housing
- a. The SBCOG/SBCTA requested REAP 2.0 HIPP funding for the SBCTA/SBCSS and Other Public Land-to-Residential Project (Project). SBCTA will partner with the San Bernardino County Superintendent of Schools (SBCSS) and member agencies to develop a comprehensive inventory and analysis of all publicly-owned properties. The Project will identify developable sites for housing at a variety of affordability levels, with a focus on workforce housing for educators.
 - b. The Project aims to:
 - i. Conduct a comprehensive inventory of all publicly-owned lands within the region
 - ii. Analyze these lands to identify sites that are suitable for housing development
 - iii. Develop a toolkit to assist public agencies with identifying these sites as Surplus Lands to make them available for affordable housing. The toolkit should contain best practices and implementable actions, providing jurisdictions with direction on how to convert sites for residential uses.
 - iv. With the results of the analyses, produce recommendations for how SBCOG, SBCSS, or the jurisdiction could approach residential development, including a step-by-step guide, developer collaboration, potential ordinances, policies, or financing tools to consider. Specific focus will be given to various school district sites for potential “Teacher Housing” options.
 - v. Identify list of sites that are categorized as publicly-owned that have residential conversion potential based on each jurisdiction’s Housing Element and SCAG’s most recent Annual Land Use Data.
 - vi. Identify partner with a public agency or an affordable housing developer to prepare selected sites for possible affordable or workforce housing development.
- E. Regional Utilities Supporting Housing (RUSH) Program – Upland
- a. The main goal of the RUSH Program is to create plans and programs to support increased utility capacity of areas designated for residential development in a Housing Element. These programs should increase utility capacity and/or lower the cost of residential development. Potential projects could include developing an analysis to update developer utility fees to avoid concentration of infrastructure upgrade costs and creating a capital improvement plan or updating an existing one.
 - b. For SBCTA/SBCOG, an affordable housing project (Magnolia/Euclid Villas) in Upland meets these criteria seamlessly. The main issue related to the project revolves around power line relocation with Southern California Edison (SCE).
 - c. If funded, SBCTA/SBCOG will select an on-call consultant with the most utility experience, especially working directly with SCE.

- F. Sustainable Communities Program – Civic Engagement, Equity, & Environmental Justice
- a. SBCTA/SBCOG received funding from SCAG to complement an active transportation priority list that SBCTA/SBCOG is developing. The main objective of this project is to provide jurisdictions in San Bernardino County with community-informed and researched priority projects for active transportation improvements. The target outcome of the priority list and community engagement is for jurisdictions to receive the list of priority projects and have them be prepared for funding to be able to implement the identified projects.
 - i. The funding provided by SCAG will:
 1. Provide project management administrative assistance such as creating agendas, meeting minutes, a schedule, a timeline, progress reports, invoicing, and general communication between SBCTA staff, the consultant, jurisdictions, and stakeholders.
 2. Existing conditions analysis that will identify any relevant and key stakeholders in the County and review the past engagement that SBCTA has done regarding active transportation.
 3. Community engagement element of the project. The consultant will create a Public Engagement Plan, meet with stakeholders, hold focus groups, attend other engagement events, create surveys and project collateral, and provide a summary of the engagement completed.
 4. Final report and presentations to an SBCTA deliberative body and technical working group.

On Call Project Categories: Please check the category box(es) that applies to your proposal

1	Active Transportation Program	
2	Transportation Modeling	
3	Transportation Planning	
4	Sustainability Planning	
5	Climate Change and Adaptation Planning	
6	General SBCTA/SBCOG Staff Support	
7	Grant Writing/Management Services	
8	Housing/General Plan/Local Planning Support	
9	Project Management and Controls	
10	Regional Early Action Planning (REAP) 2.0 Implementation	
10A	County Transportation Commission Partnership Program (CTCPP)	
10B	Subregional Partnership Program (SRP)	
10C	NOFA – Funding for Lasting Affordability	
10D	Housing Infill on Public and Private Lands (HIPP) Program	
10E	Regional Utilities Supporting Housing (RUSH) Program	
10F	Sustainable Communities Program – Civic Engagement, Equity, Environmental Justice (SCP – CEEJ)	

Task Order Approach

Multiple consultants may be selected to become part of the SBCTA/SBCOG “Planning Bench.” From time to time, consultants on the Bench would be requested to respond to task order solicitations for their areas expertise. SBCTA/SBCOG staff will write brief work statements, and consultants will respond with scopes of work that are specific to those statements, including cost and schedule. The breadth, timing, and distribution of these task solicitations will be at the discretion of the SBCTA/SBCOG On-Call Manager or designees. More than one consultant may be asked to respond to each task order, but normally only one consultant would be selected for a single task order. SBCTA/SBCOG cannot guarantee a minimum amount of work for any individual consultant or consulting team.

DRAFT

EXHIBIT “B”
“PRICE PROPOSAL”

All Price Sheets submitted in proposal are included in Exhibit B, however, Contract 24-1003136 has been awarded the following categories: 7 and 10A.

CONFIDENTIAL



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

RFP No. 23-1003018

TRANSPORTATION PLANNING

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate
Chris Wahl, AICP	Project Manager	Project Manager	\$254.92
	Project Controls (Scheduler/Estimator)		\$
	Administrative Manager		\$
Steven Greene, PhD	Principal Planner	Transportation Planning Lead	\$401.84
	Senior Planner		\$
	Planner		\$
	Senior Engineer		\$
	Engineer		\$

See attached for additional classifications

Other Direct Cost Schedule (ODC)

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

Type of ODC	Unit Cost	Estimated Budget Amount
Mileage (IRS Standard Mileage Rate) - Per Mile	\$ IRS Rate	\$
Printing (B/W) - Per Sheet	\$ 0.06	\$
Printing (Color) - Per Sheet	\$ 0.29	\$
Travel (airfare/hotel/meals/rental)	\$ At Cost	\$
TOTAL		\$

HNTB Corporation

Proposer

Kevin A. Haboian, PE

11/30/2023

Signature of Authorized Person

Date

CONFIDENTIAL

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

RFP No. 23-1003018

TRANSPORTATION PLANNING

Name	Classification/Title	Job Function	Hourly Rate
	National Practice Consultant		\$ 421.42
	Project Director		\$ 384.91
	Program Manager		\$ 384.91
	Deputy Program Manager		\$ 335.42
	Sr. Project Manager		\$ 320.24
	Project Manager II - Engineering		\$ 288.68
	Project Manager I - Engineering		\$ 247.44
	Project Manager II - Planning		\$ 258.22
	Project Manager I - Planning		\$ 198.39
	Project Manager I - Technology		\$ 192.45
	Deputy Project Manager - Toll Tech		\$ 329.92
	Deputy Project Manager		\$ 206.20
	Sr. Project Engineer		\$ 219.95
	Project Engineer		\$ 192.45
	Engineer III		\$ 166.94
	Engineer II		\$ 137.47
	Engineer I		\$ 113.49
	Engineer		\$ 82.48
	Intern Engineer/Planner		\$ 96.23
	Principal Planner		\$ 211.59
	Sr. Planner		\$ 192.45
	Planner V		\$ 170.46
	Planner IV		\$ 159.46
	Planner III		\$ 137.47
	Planner II		\$ 125.59
	Planner I		\$ 99.20
	Environmental Planner V		\$ 164.96
	Environmental Planner IV		\$ 151.21
	Environmental Planner III		\$ 137.47
	Environmental Planner II		\$ 123.72
	Environmental Planner I		\$ 109.97
	Sr. Project Analyst		\$ 151.21

CONFIDENTIAL

Name	Classification/Title	Job Function	Hourly Rate	
	Project Analyst		\$	109.97
	Admin Assistant		\$	96.23
	Office Leader		\$	508.63
	Government Relations Officer		\$	423.18
	Business Development Officer		\$	494.88
	Group Director		\$	401.84
	Department Manager		\$	276.47
	Section Manager		\$	247.44
	Quality Manager		\$	192.45

DRAFT

Attachment: 3136 Contract (10087 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)

CONFIDENTIAL



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

RFP No. 23-1003018

CLIMATE CHANGE AND ADAPTATION PLANNING

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate	
Chris Wahl, AICP	Project Manager	Project Manager	\$	254.92
	Project Controls (Scheduler/Estimator)		\$	
	Administrative Manager		\$	
	Principal Planner		\$	
	Senior Planner		\$	
	Planner		\$	
Loreana Marciante, PMP	Senior Engineer	Climate Change & Adaptation Planning Lead	\$	276.47
	Engineer		\$	

See attached for additional classifications

Other Direct Cost Schedule (ODC)

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

Type of ODC	Unit Cost	Estimated Budget Amount
Mileage (IRS Standard Mileage Rate) - Per Mile	\$ IRS Rate	\$
Printing (B/W) - Per Sheet	\$ 0.06	\$
Printing (Color) - Per Sheet	\$ 0.29	\$
Travel (airfare/hotel/meals/rental)	\$ At Cost	\$
TOTAL		\$

HNTB Corporation

Proposer

Kevin A. Haboian, PE

11/30/2023

Signature of Authorized Person

Date

CONFIDENTIAL

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

RFP No. 23-1003018

CLIMATE CHANGE AND ADAPTATION PLANNING

Name	Classification/Title	Job Function	Hourly Rate
	National Practice Consultant		\$ 421.42
	Project Director		\$ 384.91
	Program Manager		\$ 384.91
	Deputy Program Manager		\$ 335.42
	Sr. Project Manager		\$ 320.24
	Project Manager II - Engineering		\$ 288.68
	Project Manager I - Engineering		\$ 247.44
	Project Manager II - Planning		\$ 258.22
	Project Manager I - Planning		\$ 198.39
	Project Manager I - Technology		\$ 192.45
	Deputy Project Manager - Toll Tech		\$ 329.92
	Deputy Project Manager		\$ 206.20
	Sr. Project Engineer		\$ 219.95
	Project Engineer		\$ 192.45
	Engineer III		\$ 166.94
	Engineer II		\$ 137.47
	Engineer I		\$ 113.49
	Engineer		\$ 82.48
	Intern Engineer/Planner		\$ 96.23
	Principal Planner		\$ 211.59
	Sr. Planner		\$ 192.45
	Planner V		\$ 170.46
	Planner IV		\$ 159.46
	Planner III		\$ 137.47
	Planner II		\$ 125.59
	Planner I		\$ 99.20
	Environmental Planner V		\$ 164.96
	Environmental Planner IV		\$ 151.21
	Environmental Planner III		\$ 137.47
	Environmental Planner II		\$ 123.72
	Environmental Planner I		\$ 109.97
	Sr. Project Analyst		\$ 151.21

CONFIDENTIAL

Name	Classification/Title	Job Function	Hourly Rate	
	Project Analyst		\$	109.97
	Admin Assistant		\$	96.23
	Office Leader		\$	508.63
	Government Relations Officer		\$	423.18
	Business Development Officer		\$	494.88
	Group Director		\$	401.84
	Department Manager		\$	276.47
	Section Manager		\$	247.44
	Quality Manager		\$	192.45

DRAFT

Attachment: 3136 Contract (10087 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)

CONFIDENTIAL



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

RFP No. 23-1003018

GRANT WRITING/MANAGEMENT SERVICES

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate
Chris Wahl, AICP	Project Manager	Project Manager	\$254.92
	Project Controls (Scheduler/Estimator)		\$
	Administrative Manager		\$
Sean Libberton	Principal Planner	Grant Writing/Management Services Lead	\$421.42
	Senior Planner		\$
	Planner		\$
	Senior Engineer		\$
	Engineer		\$

See attached for additional classifications

Other Direct Cost Schedule (ODC)

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

Type of ODC	Unit Cost	Estimated Budget Amount
Mileage (IRS Standard Mileage Rate) - Per Mile	\$ IRS Rate	\$
Printing (B/W) - Per Sheet	\$ 0.06	\$
Printing (Color) - Per Sheet	\$ 0.29	\$
Travel (airfare/hotel/meals/rental)	\$ At Cost	\$
TOTAL		\$

HNTB Corporation

Proposer

Kevin A. Haboian, PE

11/30/2023

Signature of Authorized Person

Date

CONFIDENTIAL

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

RFP No. 23-1003018

GRANT WRITING/MANAGEMENT SERVICES

Name	Classification/Title	Job Function	Hourly Rate
	National Practice Consultant		\$ 421.42
	Project Director		\$ 384.91
	Program Manager		\$ 384.91
	Deputy Program Manager		\$ 335.42
	Sr. Project Manager		\$ 320.24
	Project Manager II - Engineering		\$ 288.68
	Project Manager I - Engineering		\$ 247.44
	Project Manager II - Planning		\$ 258.22
	Project Manager I - Planning		\$ 198.39
	Project Manager I - Technology		\$ 192.45
	Deputy Project Manager - Toll Tech		\$ 329.92
	Deputy Project Manager		\$ 206.20
	Sr. Project Engineer		\$ 219.95
	Project Engineer		\$ 192.45
	Engineer III		\$ 166.94
	Engineer II		\$ 137.47
	Engineer I		\$ 113.49
	Engineer		\$ 82.48
	Intern Engineer/Planner		\$ 96.23
	Principal Planner		\$ 211.59
	Sr. Planner		\$ 192.45
	Planner V		\$ 170.46
	Planner IV		\$ 159.46
	Planner III		\$ 137.47
	Planner II		\$ 125.59
	Planner I		\$ 99.20
	Environmental Planner V		\$ 164.96
	Environmental Planner IV		\$ 151.21
	Environmental Planner III		\$ 137.47
	Environmental Planner II		\$ 123.72
	Environmental Planner I		\$ 109.97
	Sr. Project Analyst		\$ 151.21

CONFIDENTIAL

Name	Classification/Title	Job Function	Hourly Rate	
	Project Analyst		\$	109.97
	Admin Assistant		\$	96.23
	Office Leader		\$	508.63
	Government Relations Officer		\$	423.18
	Business Development Officer		\$	494.88
	Group Director		\$	401.84
	Department Manager		\$	276.47
	Section Manager		\$	247.44
	Quality Manager		\$	192.45

DRAFT

Attachment: 3136 Contract (10087 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)

CONFIDENTIAL



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

RFP No. 23-1003018

REGIONAL EARLY ACTION PLANNING 2.0 PROGRAMS

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate
Chris Wahl, AICP	Project Manager	Project Manager	\$254.92
	Project Controls (Scheduler/Estimator)		\$
	Administrative Manager		\$
Alex Kavanaugh, PMP	Principal Planner	VMT Mitigation Bank Lead	\$241.28
	Senior Planner		\$
	Planner		\$
Ted Mekuria	Senior Engineer	Complete Streets Lead	\$320.24
	Engineer		\$

See attached for additional classifications

Other Direct Cost Schedule (ODC)

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

Type of ODC	Unit Cost	Estimated Budget Amount
Mileage (IRS Standard Mileage Rate) - Per Mile	\$ IRS Rate	\$
Printing (B/W) - Per Sheet	\$ 0.06	\$
Printing (Color) - Per Sheet	\$ 0.29	\$
Travel (airfare/hotel/meals/rental)	\$ At Cost	\$
TOTAL		\$

HNTB Corporation

Proposer

Kevin A. Haboian, PE

11/30/2023

Signature of Authorized Person

Date

Attachment: 3136 Contract (10087 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)

CONFIDENTIAL



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

RFP No. 23-1003018

REGIONAL EARLY ACTION PLANNING 2.0 PROGRAMS

Name	Classification/Title	Job Function	Hourly Rate
	National Practice Consultant		\$ 421.42
	Project Director		\$ 384.91
	Program Manager		\$ 384.91
	Deputy Program Manager		\$ 335.42
	Sr. Project Manager		\$ 320.24
	Project Manager II - Engineering		\$ 288.68
	Project Manager I - Engineering		\$ 247.44
	Project Manager II - Planning		\$ 258.22
	Project Manager I - Planning		\$ 198.39
	Project Manager I - Technology		\$ 192.45
	Deputy Project Manager - Toll Tech		\$ 329.92
	Deputy Project Manager		\$ 206.20
	Sr. Project Engineer		\$ 219.95
	Project Engineer		\$ 192.45
	Engineer III		\$ 166.94
	Engineer II		\$ 137.47
	Engineer I		\$ 113.49
	Engineer		\$ 82.48
	Intern Engineer/Planner		\$ 96.23
	Principal Planner		\$ 211.59
	Sr. Planner		\$ 192.45
	Planner V		\$ 170.46
	Planner IV		\$ 159.46
	Planner III		\$ 137.47
	Planner II		\$ 125.59
	Planner I		\$ 99.20
	Environmental Planner V		\$ 164.96
	Environmental Planner IV		\$ 151.21
	Environmental Planner III		\$ 137.47
	Environmental Planner II		\$ 123.72
	Environmental Planner I		\$ 109.97
	Sr. Project Analyst		\$ 151.21

Attachment: 3136 Contract (10087 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)

CONFIDENTIAL

Name	Classification/Title	Job Function	Hourly Rate	
	Project Analyst		\$	109.97
	Admin Assistant		\$	96.23
	Office Leader		\$	508.63
	Government Relations Officer		\$	423.18
	Business Development Officer		\$	494.88
	Group Director		\$	401.84
	Department Manager		\$	276.47
	Section Manager		\$	247.44
	Quality Manager		\$	192.45

DRAFT

Attachment: 3136 Contract (10087 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)

General Contract Information

Contract No: 24-1003131 Amendment No.: _____
 Contract Class: Payable Department: Planning and Regional
 Vendor No.: 03013 Vendor Name: Mott MacDonald Group, Inc.
 Description: On-Call Planning/COG/REAP 2.0 Bench

List Any Related Contract Nos.: _____

Dollar Amount					
Original Contract	\$	1,050,000.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	1,050,000.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	1,050,000.00

Contract Authorization

Board of Directors Date: 06/05/2024 Committee _____ Item # _____

Contract Management (Internal Purposes Only)

Other Contracts _____ Sole Source? No Administrative Budget Adjustment _____
 State/Local _____ Professional Services (Non-A&E) _____ N/A _____

Accounts Payable

Estimated Start Date: 07/01/2024 Expiration Date: 06/30/2029 Revised Expiration Date: _____
 NHS: N/A N/A Prevailing Wage: N/A

Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding:	Total Contingency:
								\$ 1,050,000.00	\$ -
GL	1035	20	0404	0000	52050		Sales Tax-LTF	500,000.00	-
GL	2910	25	0511	0000	52050		General Assessment Dues	50,000.00	-
GL	1020	10	0501	0000	52051		Sales Tax-MSI	105,000.00	-
GL	2910	25	0511	0000	52051		General Assessment Dues	95,000.00	-
GL	2810	15	0702	0000	52050		AFE.STATE_DMV_SAFE_FEE	300,000.00	-

 Mairany Anaya Project Manager (Print Name)

 Steven Smith Task Manager (Print Name)

 Additional Notes:

Attachment: 24-1003131 Mott MacDonald CSS [Revision 3] (10087 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench

CONTRACT NO. 24-1003131**BY AND BETWEEN**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

AND

MOTT MACDONALD GROUP, INC.

FOR

**ON-CALL BENCH FOR PLANNING/SAN BERNARDINO ASSOCIATED
GOVERNMENTS (SBCOG) AND REGIONAL EARLY ACTION PLANNING (REAP) 2.0**

This contract (“Contract”) is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and Mott MacDonald Group, Inc. (“CONSULTANT”), whose address is 3200 E Guasti Road, Suite 51 & 52, Ontario, CA 91761. 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 Categories 7 and 9 of Exhibit A “Scope of Work” (“Work”), in accordance with all applicable professional standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined herein, but only upon SBCTA’s issuance of and in accordance with the terms and instructions contained in one or more written Contract Task Orders (“CTO”) executed by both parties. The word “Work” includes without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Work performed hereunder shall be completed to the

satisfaction of SBCTA, with SBCTA's satisfaction being based on prevailing applicable professional standards.

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

ARTICLE 2. CONTRACT TERM

The Contract term shall commence upon issuance of a written Notice To Proceed or Notice of Executed Contract (NTP) issued by SBCTA's Procurement Division, and shall continue in full force and effect through June 30, 2029, until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any Work performed or costs incurred prior to issuance of the NTP.

SBCTA at its sole discretion may extend the original term of the Contract for two (2) option terms. The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed June 30, 2031.

ARTICLE 3. COMPENSATION

- 3.1 Total compensation to CONSULTANT for full and complete performance of Services in compliance with all the terms and conditions of this Contract and any CTOs issued, shall not exceed the amount set forth in 3.2 below.
- 3.2 The total Not-To-Exceed Amount for all CTOs issued to CONSULTANT is Twenty-Three Million, Two Hundred and Eighty-One Thousand, Nine Hundred and Fifty Dollars (\$23,281,950). All services shall be reimbursed pursuant to the hourly labor rates identified in Exhibit B "Price Proposal" and the executed CTO. Except for any escalation permitted under Section 3.2, the hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and shall include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amount identified in Exhibit B. The SBCTA will not reimburse for any expenses not shown in Exhibit B.

Escalation shall be at a specific rate, as shown on the Bureau of Labor Statistics Employment Cost Index for Total Compensation for private industry workers, Table 5, Private Industry Workers, Occupational Group "Professional and Related" or its successor. The Employment Cost Index will be annually adjusted, apply total benefits for the private industry economic sector, not to be seasonally adjusted, but will include a 12-month percent change. Escalation shall commence as of July 1, 2024, and shall be applied each July, (i.e., July 1st) for the term of the Contract.

- 3.3 As the need for On-Call Planning Services are required, SBCTA will issue a request for CTOs based on services and costs identified in 3.2 above. SBCTA does not guarantee any certain number of CTOs will be issued during the term of this Contract. Award of CTOs is at the sole discretion of SBCTA.
- 3.4 Intentionally Omitted.
- 3.5 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Contract, shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.
- 3.5.1 CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 3.5.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31, or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be repaid by CONSULTANT to SBCTA.
- 3.6 Any Work provided by CONSULTANT not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be CONSULTANT's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.

ARTICLE 4. INVOICING

- 4.1 Payment to CONSULTANT as provided herein shall be payable in four (4) week billing period payments, forty-five (45) calendar days after receipt of an acceptable invoice by SBCTA prepared in accordance with the instructions below.. Payment shall not be construed to be an acceptance of Work.
- 4.2 CONSULTANT shall prepare invoices in a form satisfactory to and approved by SBCTA, which shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a four-week billing period and will be marked with SBCTA's contract number, description and task order number, if applicable. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice except for the month of June, which will require the invoice to be submitted by July 10th. Invoices shall include request for payment for Work (including additional services authorized by SBCTA) completed by CONSULTANT during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT's sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCTA has received and approved all Work and deliverables. Invoices should be e-mailed to SBCTA at the following address:

ap@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

- 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 Project Manager. CONSULTANT shall not substitute any Key Personnel without the prior written consent of SBCTA. In the event that the Parties cannot agree as to the substitution of Key Personnel, SBCTA may terminate this Contract. Key Personnel are:

Name	Job Classification/Function
Salvador Munoz	Project Manager and Project Management Controls for Program 9
Mengzhao Hu	Technical Analysis for Program 7
Darlene Gonzalez-Szabo	Grant Writing/Management Services for Program 7
Meredith Van Duyn	Grant Management for Program 7
Greg Weisberg	Project Controls and REAP Project for Program 9

ARTICLE 16. REPRESENTATIONS

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

ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

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

ARTICLE 18. TERMINATION

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

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

ARTICLE 19. STOP WORK ORDER

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

ARTICLE 20. CLAIMS

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

ARTICLE 21. INSURANCE

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

21.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than \$1,000,000 per claim
- An annual aggregate limit of not less than \$2,000,000
- 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 **\$1,000,000 each occurrence**, \$2,000,000 aggregate.
- 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 , duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
 - \$1,000,000, \$2, 000, 000 aggregate per occurrence limit for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury
- If a general aggregate applies, it shall apply separately to this project/location. The contract no. and brief explanation of the project/work must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

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

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

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

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 **\$1,000,000** each accident. This total limits of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
- Combined Bodily Injury and Property Damage Liability insurance. The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

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 \$1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA in the care, custody, or control of the CONSULTANT. If not covered under the CONSULTANT's liability policy, such "property" coverage of SBCTA may be endorsed onto the CONSULTANT's Cyber Liability Policy as covered property as follows:

Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of SBCTA that will be in the care, custody, or control of CONSULTANT.

21.1.8 Railroad Protective Liability. Intentionally Omitted

21.2. General Provisions

- 21.2.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VII or better and if policies are written by insurance carriers that are non- admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-X or better, unless otherwise approved in writing by SBCTA’s Risk Manager.
- 21.2.2 Additional Insured Coverage. All policies, except those for Workers’ Compensation and Professional Liability insurance, shall be endorsed by an ISO Form CG 20 43, or if not available, then ISO Form that provides substantially equivalent coverage, to name San Bernardino County Transportation Authority, San Bernardino Associated Governments (operating as San Bernardino Council of Governments or SBCOG), their officers, directors, members, employees, and agents, as additional insureds (“Additional Insureds”). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for any additional insured to vicarious liability, but shall allow coverage for the additional insureds to the full extent provided by the policy.
- 21.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA’s Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA’s Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager’s name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.
- 21.2.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self- insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-CONSULTANTS to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any

deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. Without SBCTA's Risk Manager's expressed written approval no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The CONSULTANT's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any CONSULTANT's deductible or SIR.

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

21.2.8 Non-Limitation of Insurance Requirements. The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the CONSULTANT's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the CONSULTANT shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the CONSULTANT is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the CONSULTANT arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Subcontractor. The CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.

21.2.9 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

21.2.10 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.

21.2.11 Project Specific Insurance. Intentionally Omitted

21.2.12 No Representations or Warranties. SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies

required under this contract are adequate to protect the CONSULTANT against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.

- 21.2.13 Review of Coverage. SBCTA may at any time review the coverage, form, and amount of insurance required under this contract, and may require the CONSULTANT to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk that exists at that time. SBCTA may change the insurance coverages and limits required under this contract by notice to the CONSULTANT, whereupon the CONSULTANT will, within sixty (60) days of such notice date, procure the additional and/or modified insurance coverages. Upon such change any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Contract amendment.
- 21.2.14 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultant(s) to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.
- 21.2.15 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.
- 21.2.16 Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 22. INDEMNITY

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

CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by SBCTA) SBCTA, SBCOG and its Entities, and their authorized officers, employees, agents and volunteers (collectively "Indemnitees"), from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of the professional to the maximum extent permitted by Civil Code Section 2782.8.

22.2 For all other Work and obligations under this Contract, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, SBCOG and its Entities, and their authorized officers, employees, agents and volunteers ("Indemnitees"), from any and all claims, actions, losses, damages and/or liability (Claims)

arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by SBCTA on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CONSULTANT's indemnification obligation applies to SBCTA's "active" as well as "passive" negligence, but does not apply to SBCTA's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

ARTICLE 23. ERRORS AND OMISSIONS

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

ARTICLE 24. OWNERSHIP OF DOCUMENTS

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

ARTICLE 25. SUBCONTRACTS

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

ARTICLE 26. RECORD INSPECTION AND AUDITING

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

ARTICLE 27. INDEPENDENT CONTRACTOR

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

ARTICLE 28. ATTORNEY'S FEES

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

ARTICLE 29. GOVERNING LAW AND VENUE

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

ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 31. PRECEDENCE

31.1 The Contract consists of the following: Contract Articles, Exhibit A "Scope of Work," and Exhibit B "Price Proposal for Time and Materials," SBCTA's Request for Proposal and CONSULTANT's proposal, all of which are incorporated into this Contract by this reference.

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

ARTICLE 32. COMMUNICATIONS AND NOTICES

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

To CONSULTANT	To SBCTA
3200 E. Guasti Road, Suite 51 & 52	1170 W. 3rd Street, 2nd Floor
Ontario, CA 91761	San Bernardino, CA 92410-1715
Attn: Ernest A. Figueroa	Attn: Mairany Anaya
Email: ernie.figueroa@mottmac.com	Email: manaya@gosbcta.com
Phone: 909-782-0460	Phone: (909) 884-8276
2 nd Contact: Salvador Munoz	Copy: Procurement Manager
Email: salvador.munoz@mottmac.com	Email: procurement@gosbcta.com

ARTICLE 33. DISPUTES

- 33.1 In the event any dispute, other than an audit, arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, Work to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA's Procurement Manager within thirty (30) calendar days after notice thereof in writing, which notice shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have ten (10) calendar days after receipt of the decision in which to file a written appeal thereto with SBCTA's Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such dispute may be reviewed by the court specified in Article 29.
- 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, and representatives shall not offer or give to any officer, official, agent or employee of SBCTA, any gift, entertainment, payment, loan, or other gratuity.

ARTICLE 35. REVIEW AND ACCEPTANCE

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

ARTICLE 36. CONFIDENTIALITY

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

ARTICLE 37. EVALUATION OF CONSULTANT

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

ARTICLE 38. SAFETY

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

ARTICLE 39. DRUG FREE WORKPLACE

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

ARTICLE 40. ASSIGNMENT

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

foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the Parties.

ARTICLE 41. AMENDMENTS

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

ARTICLE 42. PREVAILING WAGES

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

ARTICLE 43. CONTINGENT FEE

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

ARTICLE 44. FORCE MAJEURE

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

ARTICLE 45. WARRANTY

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

ARTICLE 46. ENTIRE DOCUMENT

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

46.2 No agent, official, employee or representative of SBCTA has any authority to bind SBCTA to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.

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

ARTICLE 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

ARTICLE 48. EFFECTIVE DATE

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

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

DRAFT

Attachment: 3131 Contract (10087 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)

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

**MOTT MACDONALD GROUP, INC.,
A DELAWARE CORPORATION**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Ernest A. Figueroa
Senior Vice President

By: _____
Dawn M. Rowe
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

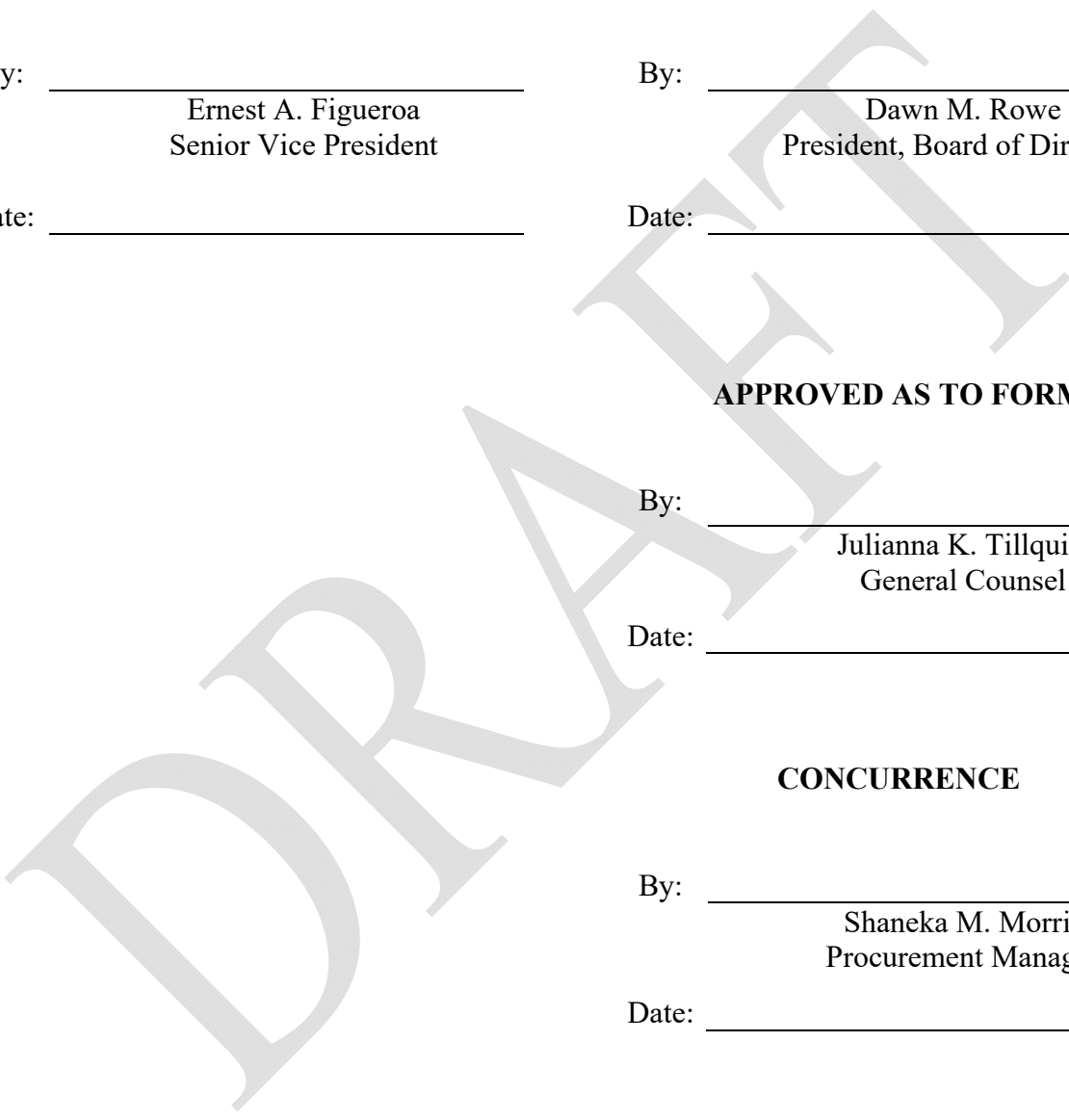
By: _____
Julianna K. Tillquist
General Counsel

Date: _____

CONCURRENCE

By: _____
Shaneka M. Morris
Procurement Manager

Date: _____



Attachment: 3131 Contract (10087 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)

EXHIBIT “A”
“SCOPE OF WORK”

The full Scope of Work from RFP23-1003018 is included in Exhibit A of this contract, however, Contract 24-1003131 has been awarded for the following categories: 7 and 9.

EXHIBIT A

SCOPE OF WORK

A COST PROPOSAL SHALL BE SUBMITTED PER EACH “PROGRAM” FIRMS ARE INTERESTED IN PROPOSING FOR.

The **San Bernardino County Transportation Authority (SBCTA)** is the countywide transportation planning agency in San Bernardino County. San Bernardino Associated Governments, a joint powers authority, operates as the **San Bernardino Council of Governments (SBCOG)**. SBCTA/SBCOG serves over 2.1 million residents of San Bernardino County; SBCTA/SBCOG has as its membership the County of San Bernardino and all cities/towns within the county: Adelanto, Apple Valley, Barstow, Big Bear Lake, Chino, Chino Hills, Colton, Fontana, Grand Terrace, Hesperia, Highland, Loma Linda, Montclair, Needles, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Twentynine Palms, Upland, Victorville, Yucaipa, and Yucca Valley. (25 Jurisdictions total)

The Planning Department at SBCTA/SBCOG is involved in various programs that carry out the continuing responsibilities of SBCTA and SBCOG to prepare key planning documents that provide the framework for transportation and sustainability program delivery. Examples include the Countywide Transportation Plan, Measure I Strategic Plan, Long Range Multimodal Transportation Plan, Corridor-level and subarea-level plans, and other modal plans. (e.g., the Active Transportation Plan) These are developed through collaborative activities within and outside SBCTA/SBCOG involving comprehensive planning at the regional and county levels, compiling and maintaining planning and monitoring data, supporting ongoing congestion management, travel demand modeling, growth analysis, focused transportation study efforts, sustainability and energy programs, developing housing strategies, and managing grant applications.

The goal of the department is to: Improve mobility, safety, equity, and environmental quality by developing and coordinating plans to support SBCTA and SBCOG programs, as well as updates and amendments to the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) with the Southern California Association of Governments (SCAG), and mobile source components of air quality plans to meet State and Federal requirements.

The department also develops and coordinates countywide input on updates, revisions, refinement, policies, and other issues associated with regional plans for congested corridors, freight, passenger rail and transit, active transportation, air quality, housing, equity, Greenhouse Gas (GHG) and Vehicle Miles Travelled (VMT) Reduction, climate adaptation and resiliency strategies, and preparation of sub regional travel demand forecasts. In addition, SBCTA/SBCOG reviews and provides comments on State-level plans and programs.

For further details on some of the sustainability-related efforts of the SBCTA Planning Department, refer to the attached SBCTA and SBCOG Sustainability Initiatives Fact Sheet or see the Regional and Subregional Planning section at the following link to SBCTA’s current and past budget documents: <https://www.gosbcta.com/financial/>

As the Planning Department carries out its work plans and programs, the department sometimes requires transportation, land use, sustainability, outreach, and environmental planning support. Specific tasks that consultants may be required to perform are described below. This list is not

intended to be inclusive, but represents the list of potential work items for which services may be requested from various consultants. Further details are provided below.

Description of Consultant Expertise and Hourly Rates on Program Categories

For purposes of submittal on this procurement, SBCTA requests that information be provided based on the firm's expertise with various tasks listed below and that consultant staff hourly rates be provided. Since the list of tasks in each program is, in many instances, conceptual, SBCTA is not requesting scopes of work be submitted for each task, but rather, a description of how the firm is equipped to provide support for specific tasks under each program. This will be evaluated based on both the firm's experience and personnel. **The consultant is not required to address every program task listed below but only to respond to the relevant program tasks in which the consultant has expertise. Although not prohibited, the opportunity for partnering with other firms through a sub-agreement will be more relevant during the Contract Task Order (CTO) process, where the selected firms will be competing on an actual funded project under each of the categories.** These descriptions are for work that SBCTA/SBCOG anticipates consultants could be asked to provide for the duration of the contract. It is important to note that these tasks are not actual proposed projects.

1) Active Transportation Program

- Assist SBCTA staff with the management of the State's Active Transportation Program (ATP)
 - Attend and comment on guidelines development workshops and updates representing SBCTA/SBCOG
 - Follow SCAG's determination of the regional MPO share of the ATP funding
 - Manage SBCTA-awarded projects under the ATP (Planning, Infrastructure, and Non-Infrastructure Projects), SCAG grants, or Caltrans grants
 - Manage project invoicing and schedule for SBCTA ATP Projects
 - Assist with technical elements of the ATP grant applications
- Assist SBCTA staff with management of the Transportation Development Act (TDA) Article 3 Program (SBCTA-managed active transportation grant funding)
- Analyze future active transportation funding opportunities for SBCTA and the member jurisdictions
- Support GIS staff with the development and management of the SBCTA Active Transportation web portal - Assist with dynamic data story 'Active San Bernardino Data'
- Assist with improving the process of outreach and engagement (CBOs, Jurisdictions, and other agencies)
- Support Implementation of San Bernardino County Active Transportation Plan (SBCATP, formerly known as Non-Motorized Transportation Plan (NMTP))
- Provide technical/engineering support to SBCTA staff and the member jurisdictions, including data collection and analysis of existing data (could involve bike/pedestrian volume data collection)
- Implementation of Countywide Comprehensive Sidewalk Inventory Project for better pedestrian planning and implementation
- Redlands Passenger Rail Project (RPRP) Accessibility (first mile/last mile plan)
- Implementation of SBCTA/SBCOG feasibility and prioritization study of existing proposed active transportation (AT) projects throughout San Bernardino County
 - Assist with project design and environmental permitting
 - Assist with cost estimate updates
 - Assist with outreach

- Assist with the grant application
- Safe Routes to School Program Implementation and other Non-Infrastructure (NI) ATP projects
 - Assist/review with data collection (evaluation), enforcement, education, and encouragement efforts
 - Assist SBCTA staff with future funding search efforts/submit award applications on the program
 - Assist SBCTA staff with managing the Countywide SRTS programs
- Capital Improvement Plan (CIP) List / SBCTA Infrastructure Project Active Transportation Consistency Review

Note: The consultant may be asked to attend outside meetings representing SBCTA and, at times, may be asked to provide input and draft comments reflecting the positions of the agency. Most of the requested assistance would be related to project management of grant-funded projects, which includes invoicing, producing progress reports, providing input on draft plans, and assisting with data analysis. If SBCTA is successful in securing future funding for active transportation infrastructure, the consultants could be asked to manage the project from the pre-construction phase to the management of the construction phase for the less complex projects in coordination with local jurisdictions. Project management could also include the environmental phase of the project but will not include design, right-of-way acquisition, or the actual construction of the project.

2) Transportation Modeling

- San Bernardino Transportation Analysis Model (SBTAM)
 - Provide forecasts requested by local jurisdictions or other consultants preparing traffic studies and Environmental Impact Reports (EIRs)
 - Provide socio-economic data to support travel demand forecasts
 - General SBTAM Support
 - Troubleshooting modeling errors
 - SBTAM enhancements via new scripts/interfaces
 - Modeling analysis support
 - Troubleshoot updated SBTAM Model
 - SBTAM Transit Calibration Refinement
 - Staff training and assistance
 - Troubleshoot updated SBTAM Truck Model
 - SBTAM Model runs on various project/development scenarios
 - Incorporation of new SBTAM Plus project updates
 - Analysis and incorporation of Big Data and other Location-Based Services (LBS) data
 - Technical assistance related to incorporation of future Artificial Intelligence (AI) in transportation modelling

3) Transportation Planning

- Countywide Long Range Transportation Plan (LRTP)
 - Assist SBCTA staff with the compilation of the documents
 - Assist SBCTA with coordination and outreach
 - Provide technical support to SBCTA staff
- Implementation of Action Plans and other Implementation Plans like the Customer Focused, Technology-Enabled Multi-Modalism Action Plan (see link at:

<http://www.gosbcta.com/plans-projects/plans-rideshare-transit.html>)

- Assist with the implementation of the action items in the plan
- Assist SBCTA staff (mobility managers) with stakeholder coordination (Metrolink, San Bernardino County Transit Providers, and various SBCTA departments)
- Provide technical assistance on various transit related projects and activities
- Assist with implementation of transportation demand management strategies associated various transportation modes
- Assist with first/last mile strategy implementation related to transit/micro transit
- Assist with navigating through various new transit related technologies
- SBCTA Safe Routes to School Program support (Provide technical support on all 6 E's of the SRTS Program (Engineering, Evaluation, Education, Encouragement, Enforcement, and Equity) on an as-needed basis)
- Draft/Process/Execute any necessary MOUs, contracts, or agreements with any outside entities through the SBCTA Board, Committee, and/or Executive Director approval as directed by the project manager
- Assist with project management of various programs at SBCTA/SBCOG.
- Assist with project control elements of various SBCTA/SBCOG programs
- Assist with contract/procurement process involved with SBCTA/SBCOG programs
- Assist with project reporting requirements with SBCTA/SBCOG programs
- Assist with administrative work related to SBCTA/SBCOG involved programs
- Assist with SBCTA/SBCOG contracting and agreement process
- Provide project staff support for various SBCTA managed grant programs
- Transportation Development Act (TDA) Article program management
 - Assist SBCTA staff with call-for-projects process
 - Assist SBCTA staff with managing program invoicing and tracking
 - Assist SBCTA staff with communication and outreach to member agencies
- Monitor, attend, and participate in meetings with partner entities as necessary (e.g. Community Vital Signs (CVS), Countywide Vision Element Groups, SCAG workshops and meetings, other COG meetings, etc.)
- Provide technical assistance support to jurisdictions on an as needed basis
- Provide grant management and grant writing support to SBCTA/SBCOG staff and the member jurisdictions on an as needed basis
- Assist SBCTA/SBCOG staff in planning and executing SBCTA/SBCOG led events, meetings, and workshops (on an as needed basis) – (E.g. Workshop on ATPs, Workshop on community meetings related to SRTS projects, extra outreach meetings needed for other post grant funded programs, and other SBCTA community engagement efforts)
- Provide technical assistance on Value Capture (VC) and/or other Transportation Financing Tool Assessments (technical support for transportation infrastructure value capture assessment projects (Enhanced Infrastructure Financing Districts (EIFDs), Special Financing Districts (SFDs), Community Facilities Districts (CFDs) and others)
- Assist SBCTA/SBCOG staff in monitoring of various VC projects around the State and the region
- Provide technical support related to SBCTA/SBCOG GIS in developing and maintaining GIS project database and portal (Storymaps, Open Data Portal, Dashboard etc.)
 - Countywide Sidewalk Inventory Project Implementation
 - Countywide Long Range Transportation Plan (LRMTP) document review and

- implementation
 - SBCTA Equity Framework Study/SB 1000 Toolkit implementation and technical assistance
 - Project level SB 743 VMT analysis and calculations
 - Local Hazard Mitigation Plans (LHMP) technical assistance
 - Other SBCTA generated plans and studies
 - Assist SBCTA staff with managing of the ongoing implementation of SB 743 related VMT reduction programs
 - Provide ongoing technical (including modeling) support to SBCTA staff and to member jurisdictions in the County
 - Track VMT implementation at a jurisdictional level in the County, including OD assessment for goods movement
 - Provide technical assistance with TIA guidelines/CMP monitoring
 - Attend meetings and assist with presentations on SB 743
 - Provide technical analysis on estimated travel patterns in San Bernardino County at a jurisdictional level (OD assessment)
 - Conduct and provide traffic counts when necessary for SBCTA planning and infrastructure projects
 - Provide technical assistance on VMT mitigation assessment for transportation projects around the County
 - Assist with the implementation of SBCTA VMT Mitigation Bank (scopes outside of REAP 2.0 funding program)
 - Monitor the development of VMT mitigation measures at the State and regional level (additionally, legal concepts, telework program)
 - Continue to update the technical VMT mitigation analysis included in the SBCTA mitigation study (cost-effectiveness and modeling)
 - Provide technical assistance in setting up of the mitigation bank (crediting programs, app development, validation process, baseline establishment, lifecycle concept, trip verification)
 - Assist in defining appropriate strategies to collect traffic count data. The purpose of data collection is to demonstrate pre-construction conditions and construction conditions on various projects
 - Aggregate count data for archival purposes
 - Reconfigure and recalibrate count units as necessary during the data collection period as construction stages change, which may shift lanes to ensure appropriate lane reads by count units
 - Obtain necessary encroachment permits from Caltrans necessary to collect counts along the I-15 corridor
- 4) Sustainability Planning
- Countywide Habitat Conservation/Preservation Planning
 - Support SBCTA staff and consultants in implementation of the Regional Conservation Investment Strategy (RCIS)
 - Manage project invoicing and troubleshoot contract-related issues
 - Assist with potential future mitigation credit agreement process
 - Provide technical support on habitat mitigation strategies on various SBCTA/SBCOG projects (e.g. Advanced mitigation strategies, conservation planning process, acquisition of mitigation lands, project level environmental analysis, habitat mapping)

- Provide technical support on CEQA habitat mitigation requirements on various SBCTA/SBCOG projects (e.g. processing Incidental Take Permits (ITP), negotiations on conservation requirements, and obtaining other permits)
 - Monitor, attend, and participate in meetings with partner entities as necessary
 - Transit Oriented Development (TOD) and Transportation Corridor Plans
 - Support SBCTA staff in implementing TOD/Corridor projects, especially in the areas of nexus between land use and transportation planning.
 - Support SBCTA staff and member jurisdictions with coordination efforts related to the TOD/Corridor Plans, especially with state, regional, and county agencies and transit operators
 - Monitor policy and program updates and guidelines from the state agencies and SCAG and provide comments that could potentially be submitted to the relevant agencies
 - Assist SBCTA staff with the development and implementation of the RTP/SCS
 - Provide technical and staff support for the SBCTA Freeway Service Patrol (FSP) Program
 - Assist SBCTA/SBCOG staff in monitoring and identifying a new agency wide sustainability strategies/programs
 - Assist SBCTA/SBCOG staff with development of sustainability fact sheets for various programs at SBCTA/SBCOG (possibly some marketing materials)
 - Work with Planning and Public Information staff to maintain sustainability program information on SBCTA/SBCOG website
 - Assist with administrative work related to SBCTA/SBCOG involved sustainability programs
 - Assist SBCTA staff with the implementation of Countywide Vision Wellness Element initiatives related to built-environment, as highlighted in the Community Transformation Plan <http://communityvitalsigns.org/>
 - Provide technical assistance to member jurisdictions that are developing a healthy communities element containing policies and programs to improve community health
 - Maintain database associated with Health Equity, SB 1000 Toolkit, and UCR Equity Study
- 5) Climate Change and Adaptation Planning
- Countywide Greenhouse Gas (GHG) Reduction Plan Update
 - Support SBCTA staff and consultants in implementing the updated plan through the new EPA Climate Pollution Reduction Grant (CPRG)
 - Manage project invoicing and troubleshoot contract related issues
 - Support with CEQA-related issues on the countywide GHG reduction projects and programs
 - Sub-Regional Climate Adaptation Plan (with WRCOG)
 - Support SBCTA staff and consultants in managing the updated plan
 - Support SBCTA staff with coordination efforts related to the regional Climate Collaborative
 - Assist SBCTA/SBCOG with organizing and implementing outreach meetings outside of the grant SOW. (e.g. stakeholder meetings, presentations at SBCTA/SBCOG, SCAG, and other venues deemed necessary by SBCTA/SBCOG project manager) <https://wrcog.us/285/Resilient-IE>
 - Assist in reviewing draft documents from consultants working on the Resilient IE related projects, including materials produced by Inland Southern California Climate Collaborative (ISC3) <https://iscclimatecollaborative.org/>
 - Assist with the implementation of strategies based on recommendations developed by

- the regional plan, including actions in ISC3
 - Provide technical assistance and research assistance in project development related to resiliency and climate adaptation planning. This could include: infrastructure planning, hazard mitigation planning, evacuation route planning, impact studies, and climate resiliency on biological resources
 - Assist with administrative work related to SBCTA/SBCOG involved climate change and adaptation planning programs
 - Provide technical support with energy resilience planning and evacuation route planning associated with climate change impacts
 - Develop project list for future grant application associated with Federal and State funding on climate adaptation
 - Work with member jurisdictions on project concept development
 - Work with community or community based organizations to conduct outreach and provide input associated with project development
 - If necessary, work with member jurisdictions and SBCTA/SBCOG staff to develop infrastructure projects to be shovel ready for funding (possibly through environmental permitting and project design support)
- 6) General SBCTA/SBCOG Staff Support
- Assist SBCTA/SBCOG staff with the management of various projects not included in any of the other sections. (e.g. SBCTA/SBCOG Equity Policy Development, Outdoor Equity Program, and Geospatial Analysis and Support)
 - Create a Policy Framework for including Equity in policies and processes for SBCTA/SBCOG. The framework will include a flowchart / “interview” process for consideration at the start of projects, common remedies to identified gaps, and a clear statement of Equity goals and desired outcomes
 - Organizing and/or attending meetings on behalf of SBCTA/SBCOG
 - Provide technical training on various topics on COG and Planning
 - Assist SBCTA staff with workshops, training, conferences, presentations, and other event planning
 - Provide technical GIS support including migration and configuration of SQL server reporting services (mapping/dashboard/analytics/SBTAM and GIS integration)
 - Assist with Grant Writing – SBCTA prepares some grant applications in-house and also has a contract with a grant writing firm. Thus, this task will only involve giving technical input to the grant writing consultant when needed. Examples may be benefit-cost analysis and analytical data supporting the application
 - Grant Project ideas and suggestions – Although SBCTA tracks various federal/state/regional grants, the consultant will be expected to provide grant application suggestions and ideas
 - Assist SBCOG Staff with the management of projects approved in the Council of Governments Work Plan
 - Complete cost/benefit analysis for implementation of policies, and plans.
 - Engage stakeholders and local agencies
 - Create policy and administrative toolkits
 - Assist with workforce development programs and initiatives, working with jurisdictions, chambers of commerce, small businesses and others
 - Conduct community outreach and engagement for various projects and initiatives throughout the County, establish relationships with outside stakeholders and organizations. Create a

communication structure for future collaboration

- Support the creation of small business programs and initiatives through SBCOG, incorporating equitable business practices, procurement, and others. Conduct research through surveys, focus groups, workshops, and other events to learn more about how small businesses conduct business and to build relationship within the business community

7) Grant Writing/Management Services:

- Seek grant funding for specific projects or programs as requested by SBCTA/SBCOG.
- Assist SBCTA/SBCOG staff in the preparation of grant applications and submit grant applications on behalf of the SBCTA/SBCOG. SBCTA/SBCOG may request the consultant to track progress of submitted grant applications and request support from legislators and agencies in an effort to secure funding
- Develop timelines and checklists for identified grants to ensure timely grant completion and submission
- Compose grant proposals, including budget, concept plans, and other necessary items for grant submittals. Assist SBCTA/SBCOG staff in ensuring compliance with all applicable grant rules and regulations. In instances where grant elements are too technical, SBCTA/SBCOG staff will allow the grant writer to add technical assistance from a sub-consultant
- In the event that a grant application is prepared, submitted, and funded, the consultant may be required to implement and/or provide grant administration assistance for specific projects or programs. Grant administration assistance may include the implementation of a program, preparation of required reports, cash draw-down requests, progress reports, and clearing special conditions as identified by the funding agency. This also includes conducting workshops SBCTA/SBCOG and its member agencies on topics related to grant funding opportunities and successful grant writing
- Deliverables will be determined on a case-by-case basis depending on the services requested by SBCTA/SBCOG
- Inform SBCTA/SBCOG staff of any grant opportunities that are appropriate for SBCTA/SBCOG projects, programs, or services. This will include State, Federal, local and any other opportunities for funding from other non-profits/foundations
- May be asked to submit awards applications and write other proposals as asked by SBCTA/SBCOG staff

8) Housing/General Plan/Local Planning Support

- Work with member agencies to establish a SBCTA/SBCOG work plan based on recent OPR guidelines and other legislative mandates (e.g., SB 743, SB 1000, AB 2140, etc.)
- Work with member agencies to assist in housing-related programs and policies that are associated with land use planning (scope of work that are outside of the Regional Early Action Planning (REAP) 2.0 Grant Program)
- Assist SBCTA/SBCOG staff in monitoring and identifying new agency-wide housing strategies/programs, including the establishment of the regional housing trust in the County
- Provide logistics support for SBCTA/SBCOG housing programs
- Provide housing program related support services assisting SBCTA/SBCOG member jurisdictions through the various RHNA processes and then their Housing Elements process through the California Department of Housing and Community Development's (HCD) review process
- Monitor, attend, and participate in meetings with partner entities as necessary
- Monitor housing related legislation in California and provide presentations on important

legislation

- Assist with administrative work related to SBCTA/SBCOG involved housing programs
- Assist with the implementation of housing-supportive infrastructure programs, which could include broadband, water, sewer, utilities, transportation, and various new technologies (Smart City/County concept)
- Assist SBCTA/SBCOG staff with organizing and implementing outreach meetings. (e.g. stakeholder meetings, presentations at SBCTA/SBCOG, SCAG, and other venues deemed necessary by SBCTA project manager)

9) Project Management and Controls

- Provide project management to Planning and COG projects
- Complete reporting and invoicing requirements for grants received and projects
- Work with SBCTA's Finance Department to ensure all financial and reporting requirements are met
- Work with SBCTA staff to ensure projects progress; provide updates to SBCTA/SBCOG staff as necessary
- Track project progress in an organized manner and ensure work is being completed according to project timelines, scopes of work, and budget

10) Regional Early Action Planning (REAP) 2.0 Programs:

The REAP 2.0 program is a flexible program that seeks to accelerate progress towards state housing goals and climate commitments through a strengthened partnership between the state, its regions, and local entities. REAP 2.0 seeks to accelerate infill housing development, reduce Vehicle Miles Traveled (VMT), increase housing supply at all affordability levels, affirmatively further fair housing, and facilitate the implementation of adopted regional and local plans to achieve these goals.

The program was established as part of the 2021 California Comeback Plan under AB 140 and builds on the success of REAP 2019, but expands the program focus by integrating housing and climate goals, and allowing for broader planning and implementation investments, including infrastructure investments that support infill development that facilitates housing supply, choice, and affordability.

SBCTA/SBCOG is partnering with SCAG through various REAP 2.0 programs listed below in order to accelerate housing project implementation in ways that lead to transformative policy outcomes and accelerate the implementation of regional and local plans that achieve the state priority planning goals.

The REAP 2.0 Program Objectives are as follows:

- Accelerate infill development that facilitates housing supply, choice, and affordability;
- Affirmatively Further Fair Housing (AFFH); and
- Reduce Vehicle Miles Traveled (VMT).

For SBCTA/SBCOG, implementation of the REAP 2.0 Program could potentially revolve around five distinct program areas with multiple projects under each programmatic category. Some programs have received funding, and some have not received funding yet, and the program evaluation is still in process with SCAG. It is also important to note that some of the

SBCTA/SBCOG projects have been placed under the contingency project list. Both SCAG and SBCTA/SBCOG are actively pursuing additional funds to supplement the current funding level to fund projects in the contingency list. Once these contingency projects receive funding, it is likely that the on-call consultants selected through this RFP process will be utilized to implement the projects.

REAP 2.0 Program Categories:

- County Transportation Commission Partnership Program (CTCPP)
- Subregional Partnership Program (SRP)
- NOFA – Funding for Lasting Affordability
- Housing Infill on Public and Private Lands (HIPP) Program
- Regional Utilities Supporting Housing (RUSH) Program
- Sustainable Communities Program – Civic Engagement, Equity, Environmental Justice (SCP-CEEEJ)

A. County Transportation Commission Partnership Program (CTCPP) (Partially Funded)

a. Jurisdiction Multi-Modal Complete Streets Pre-Construction and Construction Activities (Funding is only available for the pre-construction phase and construction phases have been placed under the contingency list):

i. City of Fontana Sierra Avenue Complete Streets

1. Pre-construction activities for five (5) new traffic signals and one (1) traffic signal modification, plus pavement rehabilitation, curb ramps, signing, and striping to reduce lanes and redirect traffic to other streets.
2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
3. Development of Plans, Specifications and Estimates (PS&E) Phase
4. Two sets of design plans are requested: Phase I (interim condition) would reduce the number of travel lanes on Sierra Avenue from two lanes in each direction to one lane in each direction, convert Wheeler Avenue to a one-way northbound street, and convert Nuevo Avenue to a one-way southbound street. Also, Phase I includes the installation and modification of traffic signals at six (6) intersections within the core area to provide a smooth flow of one-way traffic in order to reduce travel time, stops, and delay.
5. Phase II (the ultimate condition) would close Sierra Avenue between Arrow Boulevard and Orange Way to vehicular traffic and continue to divert traffic to parallel streets. The project includes extensive complete street elements along Sierra Avenue, Nuevo Avenue, Wheeler Avenue, Arrow Boulevard and Orange Way.
6. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)

ii. City of Ontario Vista Verde II Affordable Housing Development

1. Pre-construction activities for improved sidewalks and bicycle lanes along Holt Boulevard and other frontage roads on and off the project site
2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)

3. Development of Plans, Specifications and Estimates (PS&E) Phase
 4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
 5. Connection of utilities
- iii. City of Rancho Cucamonga Haven Avenue and Foothill Boulevard Complete Streets
1. Pre-construction activities to repurpose rights-of-way to include extensive complete street elements consisting of improved pedestrian sidewalks, improved bicycle facilities, improved transit stops, and (ultimately) a dedicated transit lane on Foothill Boulevard
 2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
 3. Development of Plans, Specifications and Estimates (PS&E) Phase
 4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
 5. Funding availability will determine various phases of the project, however project will begin with PA&ED phase associated with Haven Avenue.
- iv. City of Twentynine Palms Affordable Housing and Pedestrian Improvements
1. Pre-construction and construction of transportation activities to connect between nearby transit, public amenities, and planned affordable housing development.
 2. Development of Plans, Specifications and Estimates (PS&E) Phase – Possible redesign to accommodate more multimodal components
 3. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
- v. City of Upland Active Transportation Improvements Around Magnolia and Euclid Affordable Housing Project
1. Pre-construction activities to improve multimodal infrastructure near the Upland Metrolink Station to enhance pedestrian access to the station and to improve pedestrian and bicycle infrastructure around two proposed affordable housing developments. (Stowell Street, Euclid Avenue, Second Avenue, A Street and others)
 2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
 3. Development of Plans, Specifications and Estimates (PS&E) Phase
 4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
- vi. City of Rialto Metrolink Station Area Visioning and Development
1. Pre-construction activities for active transportation improvements and redesigning of the downtown area near the Metrolink Station and the Civic Center
 2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
 3. Development of Plans, Specifications and Estimates (PS&E) Phase
 4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
- b. SBCTA VMT Mitigation Bank Proposal

The establishment of a VMT mitigation program is a high priority for many California jurisdictions searching for effective mitigation approaches as lead agencies and as project applicants work through the initial years of the transition to a VMT impact metric. In July 2020, the SBCTA Board of Directors authorized staff *“to develop options for establishing a mitigation crediting system that would allow for quantification of the trip-reduction and greenhouse gas (GHG) reduction benefits of telework and other transportation demand management (TDM) options and the voluntary application of those credits to facilitate environmental mitigation of projects in San Bernardino County....”*

To get the program started, the VMT Bank will incentivize individuals to earn VMT reduction credits by reducing their commute travel (against a baseline auto-based commute) by working or home, or “teleworking.” But the plan is to design the overall program more holistically from the beginning and to incrementally add a broader set of transit/TDM options for reducing VMT, to include taking transit, vanpooling, ridesharing, commuting via bike and walk, etc. In a nutshell, the VMT reduction credits would be deposited into each commuter’s VMT “bank account.” Projects needing VMT mitigation (transportation or land use projects) would then purchase credits through protocols established by the bank and be able to use those credits as mitigation, provided the lead agency agrees.

The mitigation bank is beginning with VMT reduction via telework because incentivizing telework was compared with other VMT mitigation strategies and shown to be the most cost-effective option available. Using an app on a smart phone, participants will establish a “VMT baseline” and generate credits whenever they choose to telework or commute via transit, rideshare, etc. The VMT reduction credit, which can be verified through location-based information on the app, will then be converted monetarily by the bank to the individual’s account once the credits are sold to development or for transportation projects that need to reduce VMT impacts under CEQA. To “jump-start” the bank prior to credits being sold, funding from other sources will be used to incentivize participants. Following this start-up period, and when credits can be sold, the bank is anticipated to be self-funding based on project mitigation for VMT. In addition to providing incentive funding for the participants, money deposited into the bank from purchased credits could be applied to individual, local, regional, or state VMT reduction programs or projects, such as housing-specific projects included in a regional housing trust program.

The VMT bank will be available to people who live and/or work in San Bernardino County. The IE Commuter Program would continue to operate and be available to employers and residents of San Bernardino and Riverside Counties. Participants who enroll in the VMT Bank program would participate in documenting their travel through a mobile phone app and would receive a cash incentive only if their VMT is reduced. The Bank would in turn sell VMT credits based on the amount of accumulated VMT reduced by participants. It is expected that the mitigation cost to reduce VMT and the incentive for participants would change over time.

It is intended that SBCTA would act as the administrator of the program, with eligible participants for VMT reduction being those who either reside within or are employed within San Bernardino County. Entities eligible for buying credits would be lead agencies responsible for transportation projects (including SBCTA and local San Bernardino County governments) and sponsors of land development projects. Entities within San Bernardino County would be given priority in being able to purchase credits. However, if the market for purchasing credits within the county was not adequate to foster the sale of credits adequate to cover the cost of VMT reduction incentive payments and Bank operation, the sale of credits could be opened up to entities outside San Bernardino County.

SBCTA is seeking a management, software, and finance team to provide “turn-key” services to establish and operate the Bank. Some of the funding available to establish the bank is available only through December 31, 2025. At a minimum, the Bank must be fully established and operational prior to that date, so that a pilot period can occur immediately after the REAP funding deadline with as many participants as possible. A goal would be to recruit at least 2000 participants within 6 month and have several “hypothetical” sales of credits within a year.

- i. Develop an Administrative Plan that Address the Following:
 1. Program Visions and Goals – Policy Implications
 2. Program Structure within SBCTA Organization (Relations to the Departments and Programs: e.g. IE Commuter Program)
 3. Establishment of the Mitigation Bank Process and Authority
 4. Program Cost Estimates and Fee Structure
 - a. Administrative Fees (Staffing Needs)
 - b. Supply: Cost of Purchasing VMT (Individual Participants)
 - c. Demand: Cost of Selling VMT (Transportation and Land Use Projects Needing Mitigation)
 5. Program Schedule/Milestones
 6. Marketing Strategies/Materials
 7. Legal Memo/FAQs
 8. Contracting and Procurement
 9. MOUs and Funding Agreements
 10. Program Evaluation
 11. User Agreements and Guides
 12. Financial Structure
 13. Policy Determination on Proceeds
 14. Verification Procedure
- ii. Develop Design Concept and Functionality for the VMT Reduction Quantification and Data Management System
 1. VMT Bank Program Management Interface – App Development
 - a. Accurate Accounting of Telework
 - b. Calculation of VMT
 - c. Inclusion of Financial Transaction
 - d. User-friendly functionality
 2. Quantification and Record-keeping Subsystem
 - a. Manual verification management
 - b. Reporting and data dashboard/summary displays
 3. Commuter Interface
 - a. Management of VMT reduced or generated
 - b. Optional ability (preference options)
 4. Financial System Interface – Key component of the app
- iii. Develop Software Specifications (Android and Apple Users)
- iv. Implement and Test Software Systems Identified in the Specification Task
- v. Beta-Test the VMT Mitigation Bank Systems with a Limited Number of Hand Picked Volunteers
- vi. Develop a Marketing Plan for Introducing the VMT Mitigation Bank and App to the Public
- vii. “Go Live” with the System

- viii. Reporting and Interaction with SBCTA and the System Evaluator
 - 1. Additional VMT Reducing Transportation Mode Inclusion

B. Subregional Partnership Program

- a. Activity/Project 1: Accelerating Housing Element Implementation.
 - i. Staff augmentation program under REAP 1.0 was extremely successful because the technical assistance provided to the local jurisdictions was directly addressing the needs of the local jurisdictions that were struggling to meet the HCD requirements for the development of the housing elements.
 - ii. Similarly, under this activity, SBCOG consultants will provide contract planning services to local jurisdictions. These contract planning staff may augment local staffing needs for Cycle 6 Housing Element (HE) implementation.
 - 1. Assistance may include, but not limited to: assisting jurisdiction's rezoning efforts, amending zoning ordinances, Analyzing environmental/CEQA issues, writing staff reports and technical memo, obtaining prohousing designation, and implementing policies associated with Accessory Dwelling Units (ADUs)
- b. Activity/Project 2: A Region of Housing Experts - Webinars and Trainings. SBCOG's consultants will create and conduct webinars and technical trainings available to each of the 25 jurisdictions to facilitate and accelerate affordable housing projects.
 - i. Hold a workshop for all jurisdictions to identify the greatest housing element implementation needs. Then, conduct two-to-three subregional meetings with jurisdictions to further refine the needs and inform the work performed in other tasks (permitting and reporting support, ADU assistance, Housing Element implementation, anti-displacement study, etc.).
 - ii. Plan and develop technical trainings for local jurisdiction staff on topics related to housing development (legislation, objective design standards, rezoning, CEQA streamlining, prohousing policies, finance mechanisms, etc.).
 - iii. These workshops and outreach are necessary because every jurisdiction in the County has a different schedule related to the certification and implementation of the Housing Elements. Currently, there are 13 out of 25 jurisdictions in the County with a certified Housing Element.
- c. Activity/Project 3: Best Practices – Templates and Toolkits. SBCOG's consultant will provide templates and toolkits to its 25 jurisdictions for housing program implementation. Resources developed through the templates and toolkits will support local staff by providing necessary research, resources, and information to best collaborate with stakeholders and inform decision-makers in a manner that will influence local change to facilitate and implement informed planning efforts.
 - i. Develop templates that can be used by member agencies to implement housing elements. Materials may include by-right zoning checklist, design best practices, draft local ordinances, draft presentations for CC or PC, CEQA streamlining tools, staff report templates, public outreach resources, AFFH implementation materials, missing middle housing resources, inclusionary zoning best practices, fact sheets on new housing legislation.
 - ii. Develop toolkits that can be used by member agencies (e.g., Anti-Displacement Toolkit, Legislative Toolkit, Objective Design Standards for ADUs, multi-family and mixed-use, etc.). Envision a comprehensive website

with slide decks and fact sheets to help jurisdictions implement requirements, etc. The final toolkit could include: 1) measuring and tracking displacement risk; 2) multilingual communication materials that elevate discourse around displacement; 3) resources to empower residents; 4) guidance to property owners and localities on relevant legislation and regulations; 5) draft model ordinances (e.g., rights of first refusal, protections from condo conversions, just cause eviction, etc.); and 6) resources to assist both localities and community members in the preservation of housing.

- d. Activity/Project 4: Empowering our Communities - AFFH Engagement Programs
SBCOG's consultant will aid the 25 member jurisdictions in implementing fair housing programs with support to include outreach and engagement to all community segments, gathering information and feedback related to fair housing, and providing resources to empower residents and increase discourse around fair housing.
 - i. Review all 25 Housing Element AFFH programs for outreach commitments and provide outreach and engagement support. The main goal of the program is to reduce duplicative outreach efforts and streamline the process for all of the member jurisdictions.
 - ii. Create AFFH Engagement Programs. (e.g., expand and use the SB 1000 toolkit).
www.sb1000toolkit.com

C. NOFA – Funding for Lasting Affordability – Establishment of San Bernardino County Regional Housing Trust (SBRHT)

- a. The San Bernardino Council of Governments (SBCOG) requested funding to establish and administer the San Bernardino Regional Housing Trust (Housing Trust). The Trust will be structured as a JPA made up of participating members with a non-profit component. The new JPA may be structured as an agency under SBCOG or as a separate JPA entity with an MOU with the SBCOG. Major deliverables include 1) the establishment of the Housing Trust (Bylaws, Administrative Plan, Program Priorities, Budget, Jurisdiction Membership); 2) Gap Financing Program (how/when the funds or program will be established); and 3) Acceleration of one or more affordable housing projects managed under the Regional Housing Trust as a Gap Financing Program pilot case.
- b. When funds become available, SBCOG staff will be soliciting proposals from qualified on-call consultants to help establish the housing trust and implement programs approved by the new JPA Board.
- c. Consultant will coordinate activities, develop draft resolutions, draft JPA agreement, make city council presentations, and agreement between SBCOG and the Housing Trust through the development of an administrative plan
- d. The administrative plan should include:
 - i. Purpose and Structure
 - ii. Member Jurisdiction Resolutions
 - iii. Establishment of Pipeline Projects with Prioritization
 - iv. Establishment of the Trust Programs
 - v. Administrative Duties and Responsibilities with MOU between SBCOG and the Trust
 - vi. Board of Directors with Membership Structure and Bylaws
 - vii. Budget/Funding/Membership Fees

- viii. Staffing Needs Analysis
 - ix. Annual Reporting Procedures
 - e. Develop Housing Trust Website to manage program and showcase lessons learned and case studies that can be disseminated to other regions.
- D. Housing Infill on Public and Private Lands (HIPP) Program – Public Land to Residential Project – Inventory, Analysis & Toolkit for Workforce and Teacher Housing
- a. The SBCOG/SBCTA requested REAP 2.0 HIPP funding for the SBCTA/SBCSS and Other Public Land-to-Residential Project (Project). SBCTA will partner with the San Bernardino County Superintendent of Schools (SBCSS) and member agencies to develop a comprehensive inventory and analysis of all publicly-owned properties. The Project will identify developable sites for housing at a variety of affordability levels, with a focus on workforce housing for educators.
 - b. The Project aims to:
 - i. Conduct a comprehensive inventory of all publicly-owned lands within the region
 - ii. Analyze these lands to identify sites that are suitable for housing development
 - iii. Develop a toolkit to assist public agencies with identifying these sites as Surplus Lands to make them available for affordable housing. The toolkit should contain best practices and implementable actions, providing jurisdictions with direction on how to convert sites for residential uses.
 - iv. With the results of the analyses, produce recommendations for how SBCOG, SBCSS, or the jurisdiction could approach residential development, including a step-by-step guide, developer collaboration, potential ordinances, policies, or financing tools to consider. Specific focus will be given to various school district sites for potential “Teacher Housing” options.
 - v. Identify list of sites that are categorized as publicly-owned that have residential conversion potential based on each jurisdiction’s Housing Element and SCAG’s most recent Annual Land Use Data.
 - vi. Identify partner with a public agency or an affordable housing developer to prepare selected sites for possible affordable or workforce housing development.
- E. Regional Utilities Supporting Housing (RUSH) Program – Upland
- a. The main goal of the RUSH Program is to create plans and programs to support increased utility capacity of areas designated for residential development in a Housing Element. These programs should increase utility capacity and/or lower the cost of residential development. Potential projects could include developing an analysis to update developer utility fees to avoid concentration of infrastructure upgrade costs and creating a capital improvement plan or updating an existing one.
 - b. For SBCTA/SBCOG, an affordable housing project (Magnolia/Euclid Villas) in Upland meets these criteria seamlessly. The main issue related to the project revolves around power line relocation with Southern California Edison (SCE).
 - c. If funded, SBCTA/SBCOG will select an on-call consultant with the most utility experience, especially working directly with SCE.

- F. Sustainable Communities Program – Civic Engagement, Equity, & Environmental Justice
- a. SBCTA/SBCOG received funding from SCAG to complement an active transportation priority list that SBCTA/SBCOG is developing. The main objective of this project is to provide jurisdictions in San Bernardino County with community-informed and researched priority projects for active transportation improvements. The target outcome of the priority list and community engagement is for jurisdictions to receive the list of priority projects and have them be prepared for funding to be able to implement the identified projects.
 - i. The funding provided by SCAG will:
 1. Provide project management administrative assistance such as creating agendas, meeting minutes, a schedule, a timeline, progress reports, invoicing, and general communication between SBCTA staff, the consultant, jurisdictions, and stakeholders.
 2. Existing conditions analysis that will identify any relevant and key stakeholders in the County and review the past engagement that SBCTA has done regarding active transportation.
 3. Community engagement element of the project. The consultant will create a Public Engagement Plan, meet with stakeholders, hold focus groups, attend other engagement events, create surveys and project collateral, and provide a summary of the engagement completed.
 4. Final report and presentations to an SBCTA deliberative body and technical working group.

On Call Project Categories: Please check the category box(es) that applies to your proposal

1	Active Transportation Program	
2	Transportation Modeling	
3	Transportation Planning	
4	Sustainability Planning	
5	Climate Change and Adaptation Planning	
6	General SBCTA/SBCOG Staff Support	
7	Grant Writing/Management Services	
8	Housing/General Plan/Local Planning Support	
9	Project Management and Controls	
10	Regional Early Action Planning (REAP) 2.0 Implementation	
10A	County Transportation Commission Partnership Program (CTCPP)	
10B	Subregional Partnership Program (SRP)	
10C	NOFA – Funding for Lasting Affordability	
10D	Housing Infill on Public and Private Lands (HIPP) Program	
10E	Regional Utilities Supporting Housing (RUSH) Program	
10F	Sustainable Communities Program – Civic Engagement, Equity, Environmental Justice (SCP – CEEEJ)	

Task Order Approach

Multiple consultants may be selected to become part of the SBCTA/SBCOG “Planning Bench.” From time to time, consultants on the Bench would be requested to respond to task order solicitations for their areas expertise. SBCTA/SBCOG staff will write brief work statements, and consultants will respond with scopes of work that are specific to those statements, including cost and schedule. The breadth, timing, and distribution of these task solicitations will be at the discretion of the SBCTA/SBCOG On-Call Manager or designees. More than one consultant may be asked to respond to each task order, but normally only one consultant would be selected for a single task order. SBCTA/SBCOG cannot guarantee a minimum amount of work for any individual consultant or consulting team.

DRAFT

EXHIBIT “B”
“PRICE PROPOSAL”

All Price Sheets submitted in proposal are included in Exhibit B, however, Contract 24-1003131 has been awarded the following categories: 7 and 9.



**Attachment B Price Proposal for:
(Time and Materials)**

RFP No. 23-1003018

GRANT WRITING/MANAGEMENT SERVICES

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate	
Project Management			\$	
Salvador Munoz	Project Manager	Program 7- Principal-in-Charge	\$	253
Becca Hamilton	Project Controls	Project Controls	\$	95
Planning			\$	
Mengzhao Hu	Principal Planner	Grant Writing/Technical Analysis	\$	264
Meredith Van Duyn	Principal Project Manager	Grant Management	\$	255
Darlene Gonzales-Szabo, AICP	Senior Planner	Program 7 - Grant Writing/Mgmt. Lead	\$	183
Engineering	Senior Engineer		\$	

Note: Rates are effective through December 31, 2024 and are subject to annual escalation based on CPI for San Bernardino Area

Other Direct Cost Schedule (ODC)

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

Type of ODC	Unit Cost		Estimated Budget Amount	
Mileage	\$	IRS Rate	\$	TBD
Rental Car	\$	At Cost	\$	TBD
Travel	\$	Per Diem/GSA	\$	TBD
Travel Air	\$	At Cost	\$	TBD

Mott MacDonald Group, Inc.

Proposer


Signature of Authorized Person

December 1, 2023

Date

Attachment: 3131 Contract (10087 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)



**Attachment B Price Proposal for:
(Time and Materials)**

RFP No. 23-1003018

PROJECT MANAGEMENT AND CONTROLS

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate	
Project Management			\$	
Salvador Munoz	Project Manager	Program 9 - Project Management Controls Lead	\$	254
Becca Hamilton	Specialist III	Project Controls	\$	95
Greg Weisberg	Specialist III	Project Controls	\$	93
Planning	Principal Planner		\$	
	Senior Planner		\$	
	Planner		\$	
Engineering	Senior Engineer		\$	
	Engineer		\$	

Note: Rates are effective through December 31, 2024 and are subject to annual escalation based on CPI for San Bernardino Area

Other Direct Cost Schedule (ODC)

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

Type of ODC	Unit Cost		Estimated Budget Amount	
Mileage	\$	IRS Rate	\$	TBD
Rental Car	\$	At Cost	\$	TBD
Travel	\$	Per Diem/GSA	\$	TBD
Travel Air	\$	At Cost	\$	TBD

Mott MacDonald Group, Inc.

Proposer


Signature of Authorized Person

December 1, 2023

Date

Attachment: 3131 Contract (10087 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)

General Contract Information

Contract No: 24-1003132 Amendment No.: _____
 Contract Class: Payable Department: Planning and Regional
 Vendor No.: 03005 Vendor Name: FEHR & PEERS
 Description: On-Call Planning/COG/REAP 2.0 Bench

List Any Related Contract Nos.: _____

Dollar Amount					
Original Contract	\$	4,363,289.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	4,363,289.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	4,363,289.00

Contract Authorization

Board of Directors Date: 06/05/2024 Committee _____ Item # _____

Contract Management (Internal Purposes Only)

Other Contracts _____ Sole Source? No Administrative Budget Adjustment _____
 State/Local _____ Professional Services (Non-A&E) _____ N/A _____

Accounts Payable

Estimated Start Date: 07/01/2024 Expiration Date: 06/30/2029 Revised Expiration Date: _____
 NHS: N/A _____ N/A Prevailing Wage: N/A

							Total Contract Funding:	Total Contingency:	
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$
GL	4180	20	0404	0000	52005		41100000		
							Sales Tax-MSI	1,500,000.00	-
GL	6010	20	0404	0411	52005		42905005	250,000.00	-
							SCAG_REAP 2.0 CTC		
GL	6010	20	0404	0414	52005		42905005	1,000,000.00	-
							SCAG_REAP 2.0 CTC		
GL	6010	20	0404	0415	52005		42905005	13,289.00	-
							SCAG_REAP 2.0 CTC		
GL	6010	20	0404	0418	52005		42905005	1,600,000.00	-
							SCAG_REAP 2.0 CTC		

Mairany Anaya
 Project Manager (Print Name)

Steve Smith
 Task Manager (Print Name)

Additional Notes: _____

Attachment: 24-1003132 Fehr & Peers CSS [Revision 2] (10087 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench

CONTRACT NO. 24-1003132**BY AND BETWEEN****SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY****AND****FEHR & PEERS, INC.****FOR****ON-CALL BENCH FOR PLANNING/SAN BERNARDINO ASSOCIATED
GOVERNMENTS (SBCOG) AND REGIONAL EARLY ACTION PLANNING (REAP) 2.0**

This contract (“Contract”) is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and Fehr & Peers, Inc. (“CONSULTANT”), whose address is 3750 Universide Avenue Suite 225 Riverside, CA 92501. 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 Categories 1, 2, 3, 6 and 10A of Exhibit A “Scope of Work” (“Work”), in accordance with all applicable professional standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined herein, but only upon SBCTA’s issuance of and in accordance with the terms and instructions contained in one or more written Contract Task Orders (“CTO”) executed by both parties. The word “Work” includes without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Work performed hereunder shall be completed to the

satisfaction of SBCTA, with SBCTA's satisfaction being based on prevailing applicable professional standards.

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

ARTICLE 2. CONTRACT TERM

The Contract term shall commence upon issuance of a written Notice To Proceed or Notice of Executed Contract (NTP) issued by SBCTA's Procurement Division, and shall continue in full force and effect through June 30, 2029, until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any Work performed or costs incurred prior to issuance of the NTP.

SBCTA at its sole discretion may extend the original term of the Contract for two (2) option terms. The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed June 30, 2031.

ARTICLE 3. COMPENSATION

- 3.1 Total compensation to CONSULTANT for full and complete performance of Services in compliance with all the terms and conditions of this Contract and any CTOs issued, shall not exceed the amount set forth in 3.2 below.
- 3.2 The total Not-To-Exceed Amount for all CTOs issued to CONSULTANT is Twenty-Three Million, Two Hundred and Eighty-One Thousand, Nine Hundred and Fifty Dollars (\$23,281,950). All services shall be reimbursed pursuant to the hourly labor rates identified in Exhibit B "Price Proposal" and the executed CTO. The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and shall include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amount identified in Exhibit B. The SBCTA will not reimburse for any expenses not shown in Exhibit B.

Escalation shall be at a specific rate, as shown on the Bureau of Labor Statistics Employment Cost Index for Total Compensation for private industry workers, Table 5, Private Industry Workers, Occupational Group "Professional and Related" or its successor. The Employment Cost Index will be annually adjusted, apply total benefits for the private industry economic sector, not to be seasonally adjusted, but will include a 12-month percent change. Escalation shall commence as of July 1, 2024, and shall be applied each July (i.e., July 1st) for the term of the Contract.

- 3.3 As the need for On-Call Planning Services are required, SBCTA will issue a request for CTOs based on services and costs identified in 3.2 above. SBCTA does not guarantee any certain number of CTOs will be issued during the term of this Contract. Award of CTOs is at the sole discretion of SBCTA.
- 3.4 Intentionally Omitted.
- 3.5 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Contract, shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.
- 3.5.1 CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 3.5.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31, or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be repaid by CONSULTANT to SBCTA.
- 3.6 Any Work provided by CONSULTANT not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be CONSULTANT's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.

ARTICLE 4. INVOICING

- 4.1 Payment to CONSULTANT as provided herein shall be payable in four (4) week billing period payments, forty-five (45) calendar days after receipt of an acceptable invoice by SBCTA prepared in accordance with the instructions below.. Payment shall not be construed to be an acceptance of Work.
- 4.2 CONSULTANT shall prepare invoices in a form satisfactory to and approved by SBCTA, which shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a four-week billing period and will be marked with SBCTA's contract number, description and task order number, if applicable. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice except for the month of June, which will require the invoice to be submitted by July 10th. Invoices shall include request for payment for Work (including additional services authorized by SBCTA) completed by CONSULTANT during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT's sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCTA has received and approved all Work and deliverables. Invoices should be e-mailed to SBCTA at the following address:

ap@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

- 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 Project Manager. CONSULTANT shall not substitute any Key Personnel without the prior written consent of SBCTA. In the event that the Parties cannot agree as to the substitution of Key Personnel, SBCTA may terminate this Contract. Key Personnel are:

Name	Job Classification/Function
Matt Benjamin	Planning Lead
Jason Pack	Principal-in-Charge
Delia Votsch	Transportation Planning Lead
Sean Reseigh	GIS Support
Baldwin Ngal	Design Lead

ARTICLE 16. REPRESENTATIONS

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

ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

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

17.7 However, notwithstanding the foregoing, and any provision to the contrary herein, intellectual property owned or created by any third party other than CONSULTANT, its subconsultants, or SBCTA (“Third-Party Content”), and inventions, improvements, discoveries, methodologies, models, formats, software, algorithms, processes, procedures, designs, specifications, findings, and other intellectual properties developed, gathered, compiled or produced by CONSULTANT or its subconsultants prior to or independently of their performance of this Contract (“Background IP”), including such Third-Party Content or Background IP that CONSULTANT or its subconsultants may employ in its performance of this Contract, or may incorporate into any part of the Products, shall not be the property of SBCTA. CONSULTANT, or its subconsultants as applicable, shall retain all rights, titles, and interests, including but not limited to all ownership and intellectual property rights, in all such Background IP. CONSULTANT, and its subconsultants as applicable, grant SBCTA an irrevocable, non-exclusive, non-transferable, royalty-free license in perpetuity to use, reproduce, prepare derivative works based upon, distribute, disclose, derive from, perform, and display such Background IP, but only as an inseparable part of, and only for the purpose intended by creation of, the Products. In the event the Products contain, or incorporate any Third-Party Content, or derivative work based on such Third-Party Content, or any compilation that includes such Third-Party Content, CONSULTANT shall secure all licenses to any such Third-Party Content, but only as an inseparable part of the Products, where such licenses are necessary for SBCTA to utilize and enjoy CONSULTANT's Work and the Products for their intended purposes.

ARTICLE 18. TERMINATION

18.1 Termination for Convenience - SBCTA shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of Work and shall preserve Work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.

18.1.1 CONSULTANT shall deliver to SBCTA all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.

18.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.

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

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

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

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

ARTICLE 19. STOP WORK ORDER

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

ARTICLE 20. CLAIMS

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

ARTICLE 21. INSURANCE

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

21.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than \$1,000,000 per claim
- An annual aggregate limit of not less than \$2,000,000
- 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 **\$1,000,000 each occurrence**, \$2,000,000 aggregate.
- 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 , duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
 - \$1,000,000, \$2, 000, 000 aggregate per occurrence limit for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury

- If a general aggregate applies, it shall apply separately to this project/location. The contract no. and brief explanation of the project/work must be indicated under “Description of Operations/Locations” (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an “occurrence” form. “Claims made” and “modified occurrence” forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

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

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

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

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 **\$1,000,000** each accident. This total limits of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.

- Combined Bodily Injury and Property Damage Liability insurance. The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

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 \$1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA in the care, custody, or control of the CONSULTANT. If not covered under the CONSULTANT's liability policy, such "property" coverage of SBCTA may be endorsed onto the CONSULTANT's Cyber Liability Policy as covered property as follows:

Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA that will be in the care, custody, or control of CONSULTANT.

21.1.8 Railroad Protective Liability. Intentionally Omitted

21.2. General Provisions

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

21.2.2 Additional Insured Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by an ISO Form CG 20 43, or if not available, then ISO Form that provides substantially equivalent coverage, to name San Bernardino County Transportation Authority, San Bernardino Associated Governments (operating as San Bernardino Council of Governments or SBCOG), their officers, directors, members, employees, and agents, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for any additional insured to

vicarious liability, but shall allow coverage for the additional insureds to the full extent provided by the policy.

- 21.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.
- 21.2.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-CONSULTANTS to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. Without SBCTA's Risk Manager's expressed written approval no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The CONSULTANT's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any CONSULTANT's deductible or SIR.
- 21.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant, with the exception of Professional Liability and Worker's Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13, to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain

any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.

- 21.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.
- 21.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at insurance@gosbcta.com, to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.
- 21.2.8 Non-Limitation of Insurance Requirements. The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the CONSULTANT's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the CONSULTANT shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the CONSULTANT is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the CONSULTANT arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Subcontractor. The CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.

- 21.2.9 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.
- 21.2.10 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 21.2.11 Project Specific Insurance. Intentionally Omitted
- 21.2.12 No Representations or Warranties. SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONSULTANT against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.
- 21.2.13 Review of Coverage. SBCTA may at any time review the coverage, form, and amount of insurance required under this contract, and may require the CONSULTANT to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk that exists at that time. SBCTA may change the insurance coverages and limits required under this contract by notice to the CONSULTANT, whereupon the CONSULTANT will, within sixty (60) days of such notice date, procure the additional and/or modified insurance coverages. Upon such change any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Contract amendment.
- 21.2.14 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultant(s) to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held

responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.

21.2.15 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.

21.2.16 INTENTIONALLY OMITTED.

ARTICLE 22. INDEMNITY

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

CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by SBCTA) SBCTA, SBCOG and its Entities (as defined in "Exhibit C" "SBCOG List of Entities"), and their authorized officers, employees, agents and volunteers (collectively "Indemnitees"), from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of the professional to the maximum extent permitted by Civil Code Section 2782.8.

22.2 For all other Work and obligations under this Contract, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, SBCOG and its Entities, and their authorized officers, employees, agents and volunteers ("Indemnitees"), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by SBCTA on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CONSULTANT's indemnification obligation applies to SBCTA's "active" as well as "passive" negligence, but does not apply to SBCTA's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

ARTICLE 23. ERRORS AND OMISSIONS

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

ARTICLE 24. OWNERSHIP OF DOCUMENTS

All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by CONSULTANT under this Contract shall become the sole property of SBCTA when prepared, whether delivered to SBCTA or not. with the exception of any Background IP or Third-Party Content (as defined in Section 17.7 herein) that is incorporated into CONSULTANT's deliverables.

ARTICLE 25. SUBCONTRACTS

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

ARTICLE 26. RECORD INSPECTION AND AUDITING

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

ARTICLE 27. INDEPENDENT CONTRACTOR

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

ARTICLE 28. ATTORNEY'S FEES

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

ARTICLE 29. GOVERNING LAW AND VENUE

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

ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 31. PRECEDENCE

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

ARTICLE 32. COMMUNICATIONS AND NOTICES

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

To CONSULTANT	To SBCTA
3750 University Avenue Suite 225	1170 W. 3rd Street, 2nd Floor
Riverside, CA 92501	San Bernardino, CA 92410-1715
Attn: Jason Pack	Attn: Mairany Anaya
Email: j.pack@fehrandpeers.com	Email: manaya@gosbcta.com
Phone: 949-308-6312	Phone: (909) 884-8276
2 nd Contact: Sarah Brandenburg	Copy: Procurement Manager
Email: s.brandenberg@fehrandpeers.com	Email: procurement@gosbcta.com

ARTICLE 33. DISPUTES

- 33.1 In the event any dispute, other than an audit, arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, Work to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA's Procurement Manager within thirty (30) calendar days after notice thereof in writing, which notice shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have ten (10) calendar days after receipt of the decision in which to file a written appeal thereto with SBCTA's Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such dispute may be reviewed by the court specified in Article 29.
- 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, and representatives shall not offer or give to any officer, official, agent or employee of SBCTA, any gift, entertainment, payment, loan, or other gratuity.

ARTICLE 35. REVIEW AND ACCEPTANCE

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

ARTICLE 36. CONFIDENTIALITY

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

ARTICLE 37. EVALUATION OF CONSULTANT

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

ARTICLE 38. SAFETY

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

ARTICLE 39. DRUG FREE WORKPLACE

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

ARTICLE 40. ASSIGNMENT

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

ARTICLE 41. AMENDMENTS

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

ARTICLE 42. PREVAILING WAGES

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

ARTICLE 43. CONTINGENT FEE

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

ARTICLE 44. FORCE MAJEURE

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

ARTICLE 45. STANDARD OF CARE

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

**FEHR & PEERS, INC. A
CALIFORNIA CORPORATION**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Steven Brown
Chairperson

By: _____
Dawn M. Rowe
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Christine Shields
Secretary

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

Date: _____

CONCURRENCE

By: _____
Shaneka M. Morris
Procurement Manager

Date: _____

EXHIBIT “A”
“SCOPE OF WORK”

The full Scope of Work from RFP23-1003018 is included in Exhibit A of this contract, however, Contract 24-1003132 has been awarded for the following categories: 1, 2, 3, 6, and 10A.

EXHIBIT A

SCOPE OF WORK

A COST PROPOSAL SHALL BE SUBMITTED PER EACH “PROGRAM” FIRMS ARE INTERESTED IN PROPOSING FOR.

The **San Bernardino County Transportation Authority (SBCTA)** is the countywide transportation planning agency in San Bernardino County. San Bernardino Associated Governments, a joint powers authority, operates as the **San Bernardino Council of Governments (SBCOG)**. SBCTA/SBCOG serves over 2.1 million residents of San Bernardino County; SBCTA/SBCOG has as its membership the County of San Bernardino and all cities/towns within the county: Adelanto, Apple Valley, Barstow, Big Bear Lake, Chino, Chino Hills, Colton, Fontana, Grand Terrace, Hesperia, Highland, Loma Linda, Montclair, Needles, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Twentynine Palms, Upland, Victorville, Yucaipa, and Yucca Valley. (25 Jurisdictions total)

The Planning Department at SBCTA/SBCOG is involved in various programs that carry out the continuing responsibilities of SBCTA and SBCOG to prepare key planning documents that provide the framework for transportation and sustainability program delivery. Examples include the Countywide Transportation Plan, Measure I Strategic Plan, Long Range Multimodal Transportation Plan, Corridor-level and subarea-level plans, and other modal plans. (e.g., the Active Transportation Plan) These are developed through collaborative activities within and outside SBCTA/SBCOG involving comprehensive planning at the regional and county levels, compiling and maintaining planning and monitoring data, supporting ongoing congestion management, travel demand modeling, growth analysis, focused transportation study efforts, sustainability and energy programs, developing housing strategies, and managing grant applications.

The goal of the department is to: Improve mobility, safety, equity, and environmental quality by developing and coordinating plans to support SBCTA and SBCOG programs, as well as updates and amendments to the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) with the Southern California Association of Governments (SCAG), and mobile source components of air quality plans to meet State and Federal requirements.

The department also develops and coordinates countywide input on updates, revisions, refinement, policies, and other issues associated with regional plans for congested corridors, freight, passenger rail and transit, active transportation, air quality, housing, equity, Greenhouse Gas (GHG) and Vehicle Miles Travelled (VMT) Reduction, climate adaptation and resiliency strategies, and preparation of sub regional travel demand forecasts. In addition, SBCTA/SBCOG reviews and provides comments on State-level plans and programs.

For further details on some of the sustainability-related efforts of the SBCTA Planning Department, refer to the attached SBCTA and SBCOG Sustainability Initiatives Fact Sheet or see the Regional and Subregional Planning section at the following link to SBCTA’s current and past budget documents: <https://www.gosbcta.com/financial/>

As the Planning Department carries out its work plans and programs, the department sometimes requires transportation, land use, sustainability, outreach, and environmental planning support. Specific tasks that consultants may be required to perform are described below. This list is not

intended to be inclusive, but represents the list of potential work items for which services may be requested from various consultants. Further details are provided below.

Description of Consultant Expertise and Hourly Rates on Program Categories

For purposes of submittal on this procurement, SBCTA requests that information be provided based on the firm's expertise with various tasks listed below and that consultant staff hourly rates be provided. Since the list of tasks in each program is, in many instances, conceptual, SBCTA is not requesting scopes of work be submitted for each task, but rather, a description of how the firm is equipped to provide support for specific tasks under each program. This will be evaluated based on both the firm's experience and personnel. **The consultant is not required to address every program task listed below but only to respond to the relevant program tasks in which the consultant has expertise. Although not prohibited, the opportunity for partnering with other firms through a sub-agreement will be more relevant during the Contract Task Order (CTO) process, where the selected firms will be competing on an actual funded project under each of the categories.** These descriptions are for work that SBCTA/SBCOG anticipates consultants could be asked to provide for the duration of the contract. It is important to note that these tasks are not actual proposed projects.

1) Active Transportation Program

- Assist SBCTA staff with the management of the State's Active Transportation Program (ATP)
 - Attend and comment on guidelines development workshops and updates representing SBCTA/SBCOG
 - Follow SCAG's determination of the regional MPO share of the ATP funding
 - Manage SBCTA-awarded projects under the ATP (Planning, Infrastructure, and Non-Infrastructure Projects), SCAG grants, or Caltrans grants
 - Manage project invoicing and schedule for SBCTA ATP Projects
 - Assist with technical elements of the ATP grant applications
- Assist SBCTA staff with management of the Transportation Development Act (TDA) Article 3 Program (SBCTA-managed active transportation grant funding)
- Analyze future active transportation funding opportunities for SBCTA and the member jurisdictions
- Support GIS staff with the development and management of the SBCTA Active Transportation web portal - Assist with dynamic data story 'Active San Bernardino Data'
- Assist with improving the process of outreach and engagement (CBOs, Jurisdictions, and other agencies)
- Support Implementation of San Bernardino County Active Transportation Plan (SBCATP, formerly known as Non-Motorized Transportation Plan (NMTP))
- Provide technical/engineering support to SBCTA staff and the member jurisdictions, including data collection and analysis of existing data (could involve bike/pedestrian volume data collection)
- Implementation of Countywide Comprehensive Sidewalk Inventory Project for better pedestrian planning and implementation
- Redlands Passenger Rail Project (RPRP) Accessibility (first mile/last mile plan)
- Implementation of SBCTA/SBCOG feasibility and prioritization study of existing proposed active transportation (AT) projects throughout San Bernardino County
 - Assist with project design and environmental permitting
 - Assist with cost estimate updates
 - Assist with outreach

- Assist with the grant application
- Safe Routes to School Program Implementation and other Non-Infrastructure (NI) ATP projects
 - Assist/review with data collection (evaluation), enforcement, education, and encouragement efforts
 - Assist SBCTA staff with future funding search efforts/submit award applications on the program
 - Assist SBCTA staff with managing the Countywide SRTS programs
- Capital Improvement Plan (CIP) List / SBCTA Infrastructure Project Active Transportation Consistency Review

Note: The consultant may be asked to attend outside meetings representing SBCTA and, at times, may be asked to provide input and draft comments reflecting the positions of the agency. Most of the requested assistance would be related to project management of grant-funded projects, which includes invoicing, producing progress reports, providing input on draft plans, and assisting with data analysis. If SBCTA is successful in securing future funding for active transportation infrastructure, the consultants could be asked to manage the project from the pre-construction phase to the management of the construction phase for the less complex projects in coordination with local jurisdictions. Project management could also include the environmental phase of the project but will not include design, right-of-way acquisition, or the actual construction of the project.

2) Transportation Modeling

- San Bernardino Transportation Analysis Model (SBTAM)
 - Provide forecasts requested by local jurisdictions or other consultants preparing traffic studies and Environmental Impact Reports (EIRs)
 - Provide socio-economic data to support travel demand forecasts
 - General SBTAM Support
 - Troubleshooting modeling errors
 - SBTAM enhancements via new scripts/interfaces
 - Modeling analysis support
 - Troubleshoot updated SBTAM Model
 - SBTAM Transit Calibration Refinement
 - Staff training and assistance
 - Troubleshoot updated SBTAM Truck Model
 - SBTAM Model runs on various project/development scenarios
 - Incorporation of new SBTAM Plus project updates
 - Analysis and incorporation of Big Data and other Location-Based Services (LBS) data
 - Technical assistance related to incorporation of future Artificial Intelligence (AI) in transportation modelling

3) Transportation Planning

- Countywide Long Range Transportation Plan (LRTP)
 - Assist SBCTA staff with the compilation of the documents
 - Assist SBCTA with coordination and outreach
 - Provide technical support to SBCTA staff
- Implementation of Action Plans and other Implementation Plans like the Customer Focused, Technology-Enabled Multi-Modalism Action Plan (see link at:

<http://www.gosbcta.com/plans-projects/plans-rideshare-transit.html>)

- Assist with the implementation of the action items in the plan
- Assist SBCTA staff (mobility managers) with stakeholder coordination (Metrolink, San Bernardino County Transit Providers, and various SBCTA departments)
- Provide technical assistance on various transit related projects and activities
- Assist with implementation of transportation demand management strategies associated various transportation modes
- Assist with first/last mile strategy implementation related to transit/micro transit
- Assist with navigating through various new transit related technologies
- SBCTA Safe Routes to School Program support (Provide technical support on all 6 E's of the SRTS Program (Engineering, Evaluation, Education, Encouragement, Enforcement, and Equity) on an as-needed basis)
- Draft/Process/Execute any necessary MOUs, contracts, or agreements with any outside entities through the SBCTA Board, Committee, and/or Executive Director approval as directed by the project manager
- Assist with project management of various programs at SBCTA/SBCOG.
- Assist with project control elements of various SBCTA/SBCOG programs
- Assist with contract/procurement process involved with SBCTA/SBCOG programs
- Assist with project reporting requirements with SBCTA/SBCOG programs
- Assist with administrative work related to SBCTA/SBCOG involved programs
- Assist with SBCTA/SBCOG contracting and agreement process
- Provide project staff support for various SBCTA managed grant programs
- Transportation Development Act (TDA) Article program management
 - Assist SBCTA staff with call-for-projects process
 - Assist SBCTA staff with managing program invoicing and tracking
 - Assist SBCTA staff with communication and outreach to member agencies
- Monitor, attend, and participate in meetings with partner entities as necessary (e.g. Community Vital Signs (CVS), Countywide Vision Element Groups, SCAG workshops and meetings, other COG meetings, etc.)
- Provide technical assistance support to jurisdictions on an as needed basis
- Provide grant management and grant writing support to SBCTA/SBCOG staff and the member jurisdictions on an as needed basis
- Assist SBCTA/SBCOG staff in planning and executing SBCTA/SBCOG led events, meetings, and workshops (on an as needed basis) – (E.g. Workshop on ATPs, Workshop on community meetings related to SRTS projects, extra outreach meetings needed for other post grant funded programs, and other SBCTA community engagement efforts)
- Provide technical assistance on Value Capture (VC) and/or other Transportation Financing Tool Assessments (technical support for transportation infrastructure value capture assessment projects (Enhanced Infrastructure Financing Districts (EIFDs), Special Financing Districts (SFDs), Community Facilities Districts (CFDs) and others)
- Assist SBCTA/SBCOG staff in monitoring of various VC projects around the State and the region
- Provide technical support related to SBCTA/SBCOG GIS in developing and maintaining GIS project database and portal (Storymaps, Open Data Portal, Dashboard etc.)
 - Countywide Sidewalk Inventory Project Implementation
 - Countywide Long Range Transportation Plan (LRMTP) document review and

- implementation
 - SBCTA Equity Framework Study/SB 1000 Toolkit implementation and technical assistance
 - Project level SB 743 VMT analysis and calculations
 - Local Hazard Mitigation Plans (LHMP) technical assistance
 - Other SBCTA generated plans and studies
 - Assist SBCTA staff with managing of the ongoing implementation of SB 743 related VMT reduction programs
 - Provide ongoing technical (including modeling) support to SBCTA staff and to member jurisdictions in the County
 - Track VMT implementation at a jurisdictional level in the County, including OD assessment for goods movement
 - Provide technical assistance with TIA guidelines/CMP monitoring
 - Attend meetings and assist with presentations on SB 743
 - Provide technical analysis on estimated travel patterns in San Bernardino County at a jurisdictional level (OD assessment)
 - Conduct and provide traffic counts when necessary for SBCTA planning and infrastructure projects
 - Provide technical assistance on VMT mitigation assessment for transportation projects around the County
 - Assist with the implementation of SBCTA VMT Mitigation Bank (scopes outside of REAP 2.0 funding program)
 - Monitor the development of VMT mitigation measures at the State and regional level (additionally, legal concepts, telework program)
 - Continue to update the technical VMT mitigation analysis included in the SBCTA mitigation study (cost-effectiveness and modeling)
 - Provide technical assistance in setting up of the mitigation bank (crediting programs, app development, validation process, baseline establishment, lifecycle concept, trip verification)
 - Assist in defining appropriate strategies to collect traffic count data. The purpose of data collection is to demonstrate pre-construction conditions and construction conditions on various projects
 - Aggregate count data for archival purposes
 - Reconfigure and recalibrate count units as necessary during the data collection period as construction stages change, which may shift lanes to ensure appropriate lane reads by count units
 - Obtain necessary encroachment permits from Caltrans necessary to collect counts along the I-15 corridor
- 4) Sustainability Planning
- Countywide Habitat Conservation/Preservation Planning
 - Support SBCTA staff and consultants in implementation of the Regional Conservation Investment Strategy (RCIS)
 - Manage project invoicing and troubleshoot contract-related issues
 - Assist with potential future mitigation credit agreement process
 - Provide technical support on habitat mitigation strategies on various SBCTA/SBCOG projects (e.g. Advanced mitigation strategies, conservation planning process, acquisition of mitigation lands, project level environmental analysis, habitat mapping)

- Provide technical support on CEQA habitat mitigation requirements on various SBCTA/SBCOG projects (e.g. processing Incidental Take Permits (ITP), negotiations on conservation requirements, and obtaining other permits)
 - Monitor, attend, and participate in meetings with partner entities as necessary
 - Transit Oriented Development (TOD) and Transportation Corridor Plans
 - Support SBCTA staff in implementing TOD/Corridor projects, especially in the areas of nexus between land use and transportation planning.
 - Support SBCTA staff and member jurisdictions with coordination efforts related to the TOD/Corridor Plans, especially with state, regional, and county agencies and transit operators
 - Monitor policy and program updates and guidelines from the state agencies and SCAG and provide comments that could potentially be submitted to the relevant agencies
 - Assist SBCTA staff with the development and implementation of the RTP/SCS
 - Provide technical and staff support for the SBCTA Freeway Service Patrol (FSP) Program
 - Assist SBCTA/SBCOG staff in monitoring and identifying a new agency wide sustainability strategies/programs
 - Assist SBCTA/SBCOG staff with development of sustainability fact sheets for various programs at SBCTA/SBCOG (possibly some marketing materials)
 - Work with Planning and Public Information staff to maintain sustainability program information on SBCTA/SBCOG website
 - Assist with administrative work related to SBCTA/SBCOG involved sustainability programs
 - Assist SBCTA staff with the implementation of Countywide Vision Wellness Element initiatives related to built-environment, as highlighted in the Community Transformation Plan <http://communityvitalsigns.org/>
 - Provide technical assistance to member jurisdictions that are developing a healthy communities element containing policies and programs to improve community health
 - Maintain database associated with Health Equity, SB 1000 Toolkit, and UCR Equity Study
- 5) Climate Change and Adaptation Planning
- Countywide Greenhouse Gas (GHG) Reduction Plan Update
 - Support SBCTA staff and consultants in implementing the updated plan through the new EPA Climate Pollution Reduction Grant (CPRG)
 - Manage project invoicing and troubleshoot contract related issues
 - Support with CEQA-related issues on the countywide GHG reduction projects and programs
 - Sub-Regional Climate Adaptation Plan (with WRCOG)
 - Support SBCTA staff and consultants in managing the updated plan
 - Support SBCTA staff with coordination efforts related to the regional Climate Collaborative
 - Assist SBCTA/SBCOG with organizing and implementing outreach meetings outside of the grant SOW. (e.g. stakeholder meetings, presentations at SBCTA/SBCOG, SCAG, and other venues deemed necessary by SBCTA/SBCOG project manager) <https://wrcog.us/285/Resilient-IE>
 - Assist in reviewing draft documents from consultants working on the Resilient IE related projects, including materials produced by Inland Southern California Climate Collaborative (ISC3) <https://iscclimatecollaborative.org/>

- Assist with the implementation of strategies based on recommendations developed by the regional plan, including actions in ISC3
 - Provide technical assistance and research assistance in project development related to resiliency and climate adaptation planning. This could include: infrastructure planning, hazard mitigation planning, evacuation route planning, impact studies, and climate resiliency on biological resources
 - Assist with administrative work related to SBCTA/SBCOG involved climate change and adaptation planning programs
 - Provide technical support with energy resilience planning and evacuation route planning associated with climate change impacts
 - Develop project list for future grant application associated with Federal and State funding on climate adaptation
 - Work with member jurisdictions on project concept development
 - Work with community or community based organizations to conduct outreach and provide input associated with project development
 - If necessary, work with member jurisdictions and SBCTA/SBCOG staff to develop infrastructure projects to be shovel ready for funding (possibly through environmental permitting and project design support)
- 6) General SBCTA/SBCOG Staff Support
- Assist SBCTA/SBCOG staff with the management of various projects not included in any of the other sections. (e.g. SBCTA/SBCOG Equity Policy Development, Outdoor Equity Program, and Geospatial Analysis and Support)
 - Create a Policy Framework for including Equity in policies and processes for SBCTA/SBCOG. The framework will include a flowchart / “interview” process for consideration at the start of projects, common remedies to identified gaps, and a clear statement of Equity goals and desired outcomes
 - Organizing and/or attending meetings on behalf of SBCTA/SBCOG.
 - Provide technical training on various topics on COG and Planning.
 - Assist SBCTA staff with workshops, training, conferences, presentations, and other event planning
 - Provide technical GIS support including migration and configuration of SQL server reporting services (mapping/dashboard/analytics/SBTAM and GIS integration)
 - Assist with Grant Writing – SBCTA prepares some grant applications in-house and also has a contract with a grant writing firm. Thus, this task will only involve giving technical input to the grant writing consultant when needed. Examples may be benefit-cost analysis and analytical data supporting the application
 - Grant Project ideas and suggestions – Although SBCTA tracks various federal/state/regional grants, the consultant will be expected to provide grant application suggestions and ideas.
 - Assist SBCOG Staff with the management of projects approved in the Council of Governments Work Plan
 - Complete cost/benefit analysis for implementation of policies, and plans.
 - Engage stakeholders and local agencies
 - Create policy and administrative toolkits
 - Assist with workforce development programs and initiatives, working with jurisdictions, chambers of commerce, small businesses and others

- Conduct community outreach and engagement for various projects and initiatives throughout the County, establish relationships with outside stakeholders and organizations. Create a communication structure for future collaboration
 - Support the creation of small business programs and initiatives through SBCOG, incorporating equitable business practices, procurement, and others. Conduct research through surveys, focus groups, workshops, and other events to learn more about how small businesses conduct business and to build relationship within the business community
- 7) Grant Writing/Management Services:
- Seek grant funding for specific projects or programs as requested by SBCTA/SBCOG
 - Assist SBCTA/SBCOG staff in the preparation of grant applications and submit grant applications on behalf of the SBCTA/SBCOG. SBCTA/SBCOG may request the consultant to track progress of submitted grant applications and request support from legislators and agencies in an effort to secure funding
 - Develop timelines and checklists for identified grants to ensure timely grant completion and submission
 - Compose grant proposals, including budget, concept plans, and other necessary items for grant submittals. Assist SBCTA/SBCOG staff in ensuring compliance with all applicable grant rules and regulations. In instances where grant elements are too technical, SBCTA/SBCOG staff will allow the grant writer to add technical assistance from a sub-consultant
 - In the event that a grant application is prepared, submitted, and funded, the consultant may be required to implement and/or provide grant administration assistance for specific projects or programs. Grant administration assistance may include the implementation of a program, preparation of required reports, cash draw-down requests, progress reports, and clearing special conditions as identified by the funding agency. This also includes conducting workshops SBCTA/SBCOG and its member agencies on topics related to grant funding opportunities and successful grant writing
 - Deliverables will be determined on a case-by-case basis depending on the services requested by SBCTA/SBCOG
 - Inform SBCTA/SBCOG staff of any grant opportunities that are appropriate for SBCTA/SBCOG projects, programs, or services. This will include State, Federal, local and any other opportunities for funding from other non-profits/foundations
 - May be asked to submit awards applications and write other proposals as asked by SBCTA/SBCOG staff
- 8) Housing/General Plan/Local Planning Support
- Work with member agencies to establish a SBCTA/SBCOG work plan based on recent OPR guidelines and other legislative mandates (e.g., SB 743, SB 1000, AB 2140, etc.)
 - Work with member agencies to assist in housing-related programs and policies that are associated with land use planning (scope of work that are outside of the Regional Early Action Planning (REAP) 2.0 Grant Program)
 - Assist SBCTA/SBCOG staff in monitoring and identifying new agency-wide housing strategies/programs, including the establishment of the regional housing trust in the County
 - Provide logistics support for SBCTA/SBCOG housing programs
 - Provide housing program related support services assisting SBCTA/SBCOG member jurisdictions through the various RHNA processes and then their Housing Elements process through the California Department of Housing and Community Development's (HCD) review process

- Monitor, attend, and participate in meetings with partner entities as necessary
- Monitor housing related legislation in California and provide presentations on important legislation
- Assist with administrative work related to SBCTA/SBCOG involved housing programs
- Assist with the implementation of housing-supportive infrastructure programs, which could include broadband, water, sewer, utilities, transportation, and various new technologies (Smart City/County concept)
- Assist SBCTA/SBCOG staff with organizing and implementing outreach meetings. (e.g. stakeholder meetings, presentations at SBCTA/SBCOG, SCAG, and other venues deemed necessary by SBCTA project manager)

9) Project Management and Controls

- Provide project management to Planning and COG projects
- Complete reporting and invoicing requirements for grants received and projects
- Work with SBCTA's Finance Department to ensure all financial and reporting requirements are met
- Work with SBCTA staff to ensure projects progress; provide updates to SBCTA/SBCOG staff as necessary
- Track project progress in an organized manner and ensure work is being completed according to project timelines, scopes of work, and budget

10) Regional Early Action Planning (REAP) 2.0 Programs:

The REAP 2.0 program is a flexible program that seeks to accelerate progress towards state housing goals and climate commitments through a strengthened partnership between the state, its regions, and local entities. REAP 2.0 seeks to accelerate infill housing development, reduce Vehicle Miles Traveled (VMT), increase housing supply at all affordability levels, affirmatively further fair housing, and facilitate the implementation of adopted regional and local plans to achieve these goals.

The program was established as part of the 2021 California Comeback Plan under AB 140 and builds on the success of REAP 2019, but expands the program focus by integrating housing and climate goals, and allowing for broader planning and implementation investments, including infrastructure investments that support infill development that facilitates housing supply, choice, and affordability.

SBCTA/SBCOG is partnering with SCAG through various REAP 2.0 programs listed below in order to accelerate housing project implementation in ways that lead to transformative policy outcomes and accelerate the implementation of regional and local plans that achieve the state priority planning goals.

The REAP 2.0 Program Objectives are as follows:

- Accelerate infill development that facilitates housing supply, choice, and affordability;
- Affirmatively Further Fair Housing (AFFH); and
- Reduce Vehicle Miles Traveled (VMT).

For SBCTA/SBCOG, implementation of the REAP 2.0 Program could potentially revolve around five distinct program areas with multiple projects under each programmatic category.

Some programs have received funding, and some have not received funding yet, and the program evaluation is still in process with SCAG. It is also important to note that some of the SBCTA/SBCOG projects have been placed under the contingency project list. Both SCAG and SBCTA/SBCOG are actively pursuing additional funds to supplement the current funding level to fund projects in the contingency list. Once these contingency projects receive funding, it is likely that the on-call consultants selected through this RFP process will be utilized to implement the projects.

REAP 2.0 Program Categories:

- County Transportation Commission Partnership Program (CTCPP)
- Subregional Partnership Program (SRP)
- NOFA – Funding for Lasting Affordability
- Housing Infill on Public and Private Lands (HIPP) Program
- Regional Utilities Supporting Housing (RUSH) Program
- Sustainable Communities Program – Civic Engagement, Equity, Environmental Justice (SCP-CEEEJ)

A. County Transportation Commission Partnership Program (CTCPP) (Partially Funded)

a. Jurisdiction Multi-Modal Complete Streets Pre-Construction and Construction Activities (Funding is only available for the pre-construction phase and construction phases have been placed under the contingency list):

i. City of Fontana Sierra Avenue Complete Streets

1. Pre-construction activities for five (5) new traffic signals and one (1) traffic signal modification, plus pavement rehabilitation, curb ramps, signing, and striping to reduce lanes and redirect traffic to other streets.
2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
3. Development of Plans, Specifications and Estimates (PS&E) Phase
4. Two sets of design plans are requested: Phase I (interim condition) would reduce the number of travel lanes on Sierra Avenue from two lanes in each direction to one lane in each direction, convert Wheeler Avenue to a one-way northbound street, and convert Nuevo Avenue to a one-way southbound street. Also, Phase I includes the installation and modification of traffic signals at six (6) intersections within the core area to provide a smooth flow of one-way traffic in order to reduce travel time, stops, and delay.
5. Phase II (the ultimate condition) would close Sierra Avenue between Arrow Boulevard and Orange Way to vehicular traffic and continue to divert traffic to parallel streets. The project includes extensive complete street elements along Sierra Avenue, Nuevo Avenue, Wheeler Avenue, Arrow Boulevard and Orange Way.
6. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)

ii. City of Ontario Vista Verde II Affordable Housing Development

1. Pre-construction activities for improved sidewalks and bicycle lanes along Holt Boulevard and other frontage roads on and off the project site

2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
 3. Development of Plans, Specifications and Estimates (PS&E) Phase
 4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
 5. Connection of utilities
- iii. City of Rancho Cucamonga Haven Avenue and Foothill Boulevard Complete Streets
1. Pre-construction activities to repurpose rights-of-way to include extensive complete street elements consisting of improved pedestrian sidewalks, improved bicycle facilities, improved transit stops, and (ultimately) a dedicated transit lane on Foothill Boulevard
 2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
 3. Development of Plans, Specifications and Estimates (PS&E) Phase
 4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
 5. Funding availability will determine various phases of the project, however project will begin with PA&ED phase associated with Haven Avenue.
- iv. City of Twentynine Palms Affordable Housing and Pedestrian Improvements
1. Pre-construction and construction of transportation activities to connect between nearby transit, public amenities, and planned affordable housing development.
 2. Development of Plans, Specifications and Estimates (PS&E) Phase – Possible redesign to accommodate more multimodal components
 3. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
- v. City of Upland Active Transportation Improvements Around Magnolia and Euclid Affordable Housing Project
1. Pre-construction activities to improve multimodal infrastructure near the Upland Metrolink Station to enhance pedestrian access to the station and to improve pedestrian and bicycle infrastructure around two proposed affordable housing developments. (Stowell Street, Euclid Avenue, Second Avenue, A Street and others)
 2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
 3. Development of Plans, Specifications and Estimates (PS&E) Phase
 4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
- vi. City of Rialto Metrolink Station Area Visioning and Development
1. Pre-construction activities for active transportation improvements and redesigning of the downtown area near the Metrolink Station and the Civic Center
 2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
 3. Development of Plans, Specifications and Estimates (PS&E) Phase

4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
 - b. SBCTA VMT Mitigation Bank Proposal

The establishment of a VMT mitigation program is a high priority for many California jurisdictions searching for effective mitigation approaches as lead agencies and as project applicants work through the initial years of the transition to a VMT impact metric. In July 2020, the SBCTA Board of Directors authorized staff *“to develop options for establishing a mitigation crediting system that would allow for quantification of the trip-reduction and greenhouse gas (GHG) reduction benefits of telework and other transportation demand management (TDM) options and the voluntary application of those credits to facilitate environmental mitigation of projects in San Bernardino County....”*

To get the program started, the VMT Bank will incentivize individuals to earn VMT reduction credits by reducing their commute travel (against a baseline auto-based commute) by working or home, or “teleworking.” But the plan is to design the overall program more holistically from the beginning and to incrementally add a broader set of transit/TDM options for reducing VMT, to include taking transit, vanpooling, ridesharing, commuting via bike and walk, etc. In a nutshell, the VMT reduction credits would be deposited into each commuter’s VMT “bank account.” Projects needing VMT mitigation (transportation or land use projects) would then purchase credits through protocols established by the bank and be able to use those credits as mitigation, provided the lead agency agrees.

The mitigation bank is beginning with VMT reduction via telework because incentivizing telework was compared with other VMT mitigation strategies and shown to be the most cost-effective option available. Using an app on a smart phone, participants will establish a “VMT baseline” and generate credits whenever they choose to telework or commute via transit, rideshare, etc. The VMT reduction credit, which can be verified through location-based information on the app, will then be converted monetarily by the bank to the individual’s account once the credits are sold to development or for transportation projects that need to reduce VMT impacts under CEQA. To “jump-start” the bank prior to credits being sold, funding from other sources will be used to incentivize participants. Following this start-up period, and when credits can be sold, the bank is anticipated to be self-funding based on project mitigation for VMT. In addition to providing incentive funding for the participants, money deposited into the bank from purchased credits could be applied to individual, local, regional, or state VMT reduction programs or projects, such as housing-specific projects included in a regional housing trust program.

The VMT bank will be available to people who live and/or work in San Bernardino County. The IE Commuter Program would continue to operate and be available to employers and residents of San Bernardino and Riverside Counties. Participants who enroll in the VMT Bank program would participate in documenting their travel through a mobile phone app and would receive a cash incentive only if their VMT is reduced. The Bank would in turn sell VMT credits based on the amount of accumulated VMT reduced by participants. It is expected that the mitigation cost to reduce VMT and the incentive for participants would change over time.

It is intended that SBCTA would act as the administrator of the program, with eligible participants for VMT reduction being those who either reside within or are employed within San Bernardino County. Entities eligible for buying credits would be lead agencies responsible for transportation projects (including SBCTA and local San Bernardino County governments) and sponsors of land development projects. Entities within San Bernardino County would be given priority in being able

to purchase credits. However, if the market for purchasing credits within the county was not adequate to foster the sale of credits adequate to cover the cost of VMT reduction incentive payments and Bank operation, the sale of credits could be opened up to entities outside San Bernardino County.

SBCTA is seeking a management, software, and finance team to provide “turn-key” services to establish and operate the Bank. Some of the funding available to establish the bank is available only through December 31, 2025. At a minimum, the Bank must be fully established and operational prior to that date, so that a pilot period can occur immediately after the REAP funding deadline with as many participants as possible. A goal would be to recruit at least 2000 participants within 6 month and have several “hypothetical” sales of credits within a year.

- i. Develop an Administrative Plan that Address the Following:
 1. Program Visions and Goals – Policy Implications
 2. Program Structure within SBCTA Organization (Relations to the Departments and Programs: e.g. IE Commuter Program)
 3. Establishment of the Mitigation Bank Process and Authority
 4. Program Cost Estimates and Fee Structure
 - a. Administrative Fees (Staffing Needs)
 - b. Supply: Cost of Purchasing VMT (Individual Participants)
 - c. Demand: Cost of Selling VMT (Transportation and Land Use Projects Needing Mitigation)
 5. Program Schedule/Milestones
 6. Marketing Strategies/Materials
 7. Legal Memo/FAQs
 8. Contracting and Procurement
 9. MOUs and Funding Agreements
 10. Program Evaluation
 11. User Agreements and Guides
 12. Financial Structure
 13. Policy Determination on Proceeds
 14. Verification Procedure
- ii. Develop Design Concept and Functionality for the VMT Reduction Quantification and Data Management System
 1. VMT Bank Program Management Interface – App Development
 - a. Accurate Accounting of Telework
 - b. Calculation of VMT
 - c. Inclusion of Financial Transaction
 - d. User-friendly functionality
 2. Quantification and Record-keeping Subsystem
 - a. Manual verification management
 - b. Reporting and data dashboard/summary displays
 3. Commuter Interface
 - a. Management of VMT reduced or generated
 - b. Optional ability (preference options)
 4. Financial System Interface – Key component of the app
- iii. Develop Software Specifications (Android and Apple Users)
- iv. Implement and Test Software Systems Identified in the Specification Task

- v. Beta-Test the VMT Mitigation Bank Systems with a Limited Number of Hand Picked Volunteers
- vi. Develop a Marketing Plan for Introducing the VMT Mitigation Bank and App to the Public
- vii. “Go Live” with the System
- viii. Reporting and Interaction with SBCTA and the System Evaluator
 - 1. Additional VMT Reducing Transportation Mode Inclusion

B. Subregional Partnership Program

- a. Activity/Project 1: Accelerating Housing Element Implementation.
 - i. Staff augmentation program under REAP 1.0 was extremely successful because the technical assistance provided to the local jurisdictions was directly addressing the needs of the local jurisdictions that were struggling to meet the HCD requirements for the development of the housing elements.
 - ii. Similarly, under this activity, SBCOG consultants will provide contract planning services to local jurisdictions. These contract planning staff may augment local staffing needs for Cycle 6 Housing Element (HE) implementation.
 - 1. Assistance may include, but not limited to: assisting jurisdiction’s rezoning efforts, amending zoning ordinances, Analyzing environmental/CEQA issues, writing staff reports and technical memo, obtaining prohousing designation, and implementing policies associated with Accessory Dwelling Units (ADUs)
- b. Activity/Project 2: A Region of Housing Experts - Webinars and Trainings. SBCOG’s consultants will create and conduct webinars and technical trainings available to each of the 25 jurisdictions to facilitate and accelerate affordable housing projects.
 - i. Hold a workshop for all jurisdictions to identify the greatest housing element implementation needs. Then, conduct two-to-three subregional meetings with jurisdictions to further refine the needs and inform the work performed in other tasks (permitting and reporting support, ADU assistance, Housing Element implementation, anti-displacement study, etc.).
 - ii. Plan and develop technical trainings for local jurisdiction staff on topics related to housing development (legislation, objective design standards, rezoning, CEQA streamlining, prohousing policies, finance mechanisms, etc.).
 - iii. These workshops and outreach are necessary because every jurisdiction in the County has a different schedule related to the certification and implementation of the Housing Elements. Currently, there are 13 out of 25 jurisdictions in the County with a certified Housing Element.
- c. Activity/Project 3: Best Practices – Templates and Toolkits. SBCOG’s consultant will provide templates and toolkits to its 25 jurisdictions for housing program implementation. Resources developed through the templates and toolkits will support local staff by providing necessary research, resources, and information to best collaborate with stakeholders and inform decision-makers in a manner that will influence local change to facilitate and implement informed planning efforts.
 - i. Develop templates that can be used by member agencies to implement housing elements. Materials may include by-right zoning checklist, design best practices, draft local ordinances, draft presentations for CC or PC, CEQA streamlining tools, staff report templates, public outreach resources, AFFH

- implementation materials, missing middle housing resources, inclusionary zoning best practices, fact sheets on new housing legislation.
- ii. Develop toolkits that can be used by member agencies (e.g., Anti-Displacement Toolkit, Legislative Toolkit, Objective Design Standards for ADUs, multi-family and mixed-use, etc.). Envision a comprehensive website with slide decks and fact sheets to help jurisdictions implement requirements, etc. The final toolkit could include: 1) measuring and tracking displacement risk; 2) multilingual communication materials that elevate discourse around displacement; 3) resources to empower residents; 4) guidance to property owners and localities on relevant legislation and regulations; 5) draft model ordinances (e.g., rights of first refusal, protections from condo conversions, just cause eviction, etc.); and 6) resources to assist both localities and community members in the preservation of housing.
- d. Activity/Project 4: Empowering our Communities - AFFH Engagement Programs
SBCOG's consultant will aid the 25 member jurisdictions in implementing fair housing programs with support to include outreach and engagement to all community segments, gathering information and feedback related to fair housing, and providing resources to empower residents and increase discourse around fair housing.
 - i. Review all 25 Housing Element AFFH programs for outreach commitments and provide outreach and engagement support. The main goal of the program is to reduce duplicative outreach efforts and streamline the process for all of the member jurisdictions.
 - ii. Create AFFH Engagement Programs. (e.g., expand and use the SB 1000 toolkit).
www.sb1000toolkit.com
- C. NOFA – Funding for Lasting Affordability – Establishment of San Bernardino County Regional Housing Trust (SBRHT)
- a. The San Bernardino Council of Governments (SBCOG) requested funding to establish and administer the San Bernardino Regional Housing Trust (Housing Trust). The Trust will be structured as a JPA made up of participating members with a non-profit component. The new JPA may be structured as an agency under SBCOG or as a separate JPA entity with an MOU with the SBCOG. Major deliverables include 1) the establishment of the Housing Trust (Bylaws, Administrative Plan, Program Priorities, Budget, Jurisdiction Membership); 2) Gap Financing Program (how/when the funds or program will be established); and 3) Acceleration of one or more affordable housing projects managed under the Regional Housing Trust as a Gap Financing Program pilot case.
 - b. When funds become available, SBCOG staff will be soliciting proposals from qualified on-call consultants to help establish the housing trust and implement programs approved by the new JPA Board.
 - c. Consultant will coordinate activities, develop draft resolutions, draft JPA agreement, make city council presentations, and agreement between SBCOG and the Housing Trust through the development of an administrative plan
 - d. The administrative plan should include:
 - i. Purpose and Structure
 - ii. Member Jurisdiction Resolutions
 - iii. Establishment of Pipeline Projects with Prioritization

- iv. Establishment of the Trust Programs
 - v. Administrative Duties and Responsibilities with MOU between SBCOG and the Trust
 - vi. Board of Directors with Membership Structure and Bylaws
 - vii. Budget/Funding/Membership Fees
 - viii. Staffing Needs Analysis
 - ix. Annual Reporting Procedures
- e. Develop Housing Trust Website to manage program and showcase lessons learned and case studies that can be disseminated to other regions.
- D. Housing Infill on Public and Private Lands (HIPP) Program – Public Land to Residential Project – Inventory, Analysis & Toolkit for Workforce and Teacher Housing
- a. The SBCOG/SBCTA requested REAP 2.0 HIPP funding for the SBCTA/SBCSS and Other Public Land-to-Residential Project (Project). SBCTA will partner with the San Bernardino County Superintendent of Schools (SBCSS) and member agencies to develop a comprehensive inventory and analysis of all publicly-owned properties. The Project will identify developable sites for housing at a variety of affordability levels, with a focus on workforce housing for educators.
 - b. The Project aims to:
 - i. Conduct a comprehensive inventory of all publicly-owned lands within the region
 - ii. Analyze these lands to identify sites that are suitable for housing development
 - iii. Develop a toolkit to assist public agencies with identifying these sites as Surplus Lands to make them available for affordable housing. The toolkit should contain best practices and implementable actions, providing jurisdictions with direction on how to convert sites for residential uses.
 - iv. With the results of the analyses, produce recommendations for how SBCOG, SBCSS, or the jurisdiction could approach residential development, including a step-by-step guide, developer collaboration, potential ordinances, policies, or financing tools to consider. Specific focus will be given to various school district sites for potential “Teacher Housing” options.
 - v. Identify list of sites that are categorized as publicly-owned that have residential conversion potential based on each jurisdiction’s Housing Element and SCAG’s most recent Annual Land Use Data.
 - vi. Identify partner with a public agency or an affordable housing developer to prepare selected sites for possible affordable or workforce housing development.
- E. Regional Utilities Supporting Housing (RUSH) Program – Upland
- a. The main goal of the RUSH Program is to create plans and programs to support increased utility capacity of areas designated for residential development in a Housing Element. These programs should increase utility capacity and/or lower the cost of residential development. Potential projects could include developing an analysis to update developer utility fees to avoid concentration of infrastructure upgrade costs and creating a capital improvement plan or updating an existing one.
 - b. For SBCTA/SBCOG, an affordable housing project (Magnolia/Euclid Villas) in Upland meets these criteria seamlessly. The main issue related to the project revolves around power line relocation with Southern California Edison (SCE).

- c. If funded, SBCTA/SBCOG will select an on-call consultant with the most utility experience, especially working directly with SCE.

F. Sustainable Communities Program – Civic Engagement, Equity, & Environmental Justice

- a. SBCTA/SBCOG received funding from SCAG to complement an active transportation priority list that SBCTA/SBCOG is developing. The main objective of this project is to provide jurisdictions in San Bernardino County with community-informed and researched priority projects for active transportation improvements. The target outcome of the priority list and community engagement is for jurisdictions to receive the list of priority projects and have them be prepared for funding to be able to implement the identified projects.

- i. The funding provided by SCAG will:

- 1. Provide project management administrative assistance such as creating agendas, meeting minutes, a schedule, a timeline, progress reports, invoicing, and general communication between SBCTA staff, the consultant, jurisdictions, and stakeholders.
 - 2. Existing conditions analysis that will identify any relevant and key stakeholders in the County and review the past engagement that SBCTA has done regarding active transportation.
 - 3. Community engagement element of the project. The consultant will create a Public Engagement Plan, meet with stakeholders, hold focus groups, attend other engagement events, create surveys and project collateral, and provide a summary of the engagement completed.
 - 4. Final report and presentations to an SBCTA deliberative body and technical working group.

On Call Project Categories: Please check the category box(es) that applies to your proposal

1	Active Transportation Program	
2	Transportation Modeling	
3	Transportation Planning	
4	Sustainability Planning	
5	Climate Change and Adaptation Planning	
6	General SBCTA/SBCOG Staff Support	
7	Grant Writing/Management Services	
8	Housing/General Plan/Local Planning Support	
9	Project Management and Controls	
10	Regional Early Action Planning (REAP) 2.0 Implementation	
10A	County Transportation Commission Partnership Program (CTCPP)	
10B	Subregional Partnership Program (SRP)	
10C	NOFA – Funding for Lasting Affordability	
10D	Housing Infill on Public and Private Lands (HIPP) Program	
10E	Regional Utilities Supporting Housing (RUSH) Program	
10F	Sustainable Communities Program – Civic Engagement, Equity, Environmental Justice (SCP – CEEEJ)	

Task Order Approach

Multiple consultants may be selected to become part of the SBCTA/SBCOG “Planning Bench.” From time to time, consultants on the Bench would be requested to respond to task order solicitations for their areas expertise. SBCTA/SBCOG staff will write brief work statements, and consultants will respond with scopes of work that are specific to those statements, including cost and schedule. The breadth, timing, and distribution of these task solicitations will be at the discretion of the SBCTA/SBCOG On-Call Manager or designees. More than one consultant may be asked to respond to each task order, but normally only one consultant would be selected for a single task order. SBCTA/SBCOG cannot guarantee a minimum amount of work for any individual consultant or consulting team.

DRAFT

EXHIBIT “B”
“PRICE PROPOSAL”

All Price Sheets submitted in proposal are included in Exhibit B, however, Contract 24-1003132 has been awarded the following categories: 1, 2, 3, 6 and 10A.

5. Price Proposal



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

RFP No. 23-1003018

ACTIVE TRANSPORTATION PROGRAM

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate
Project Management	Project Manager	Sr. Associate	\$ 203.90
	Project Controls (Scheduler/Estimator)	Principal	\$ 329.87
	Administrative Manager	Billing Specialist	\$ 157.43
Planning	Principal Planner	Associate	\$ 187.44
	Senior Planner	Sr. Planner/	\$ 149.95
	Planner	Planner	\$ 121.44
Engineering	Senior Engineer	Sr. Egnineer	\$ 164.92
	Engineer	Engineer	\$ 124.44

Other Direct Cost Schedule (ODC)

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

Type of ODC	Unit Cost	Estimated Budget Amount
Mileage (per mile)	\$ 0.655	\$ TBD
Meeting Material	\$	\$ TBD
	\$	\$
	\$	\$
TOTAL		\$

Fehr & Peers

Proposer


Signature of Authorized Person

12/1/2023

Date



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

RFP No. 23-1003018

TRANSPORTATION MODELING

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate
Project Management	Project Manager	Sr. Associate	\$ 187.44
	Project Controls (Scheduler/Estimator)	Principal	\$ 329.87
	Administrative Manager	Billing Specialist	\$ 157.43
Planning	Principal Planner	Sr. Associate Modeler	\$ 229.41
	Senior Planner	Sr. Planner	\$ 149.95
	Planner	Planner	\$ 124.44
Engineering	Senior Engineer	Sr. Engineer	\$ 164.92
	Engineer	Engineer	\$ 133.45

Other Direct Cost Schedule (ODC)

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

Type of ODC	Unit Cost	Estimated Budget Amount
Mileage (per mile)	\$ 0.655	\$ TBD
Traffic counts or other ODCs needed	\$	\$ TBD
	\$	\$
	\$	\$
TOTAL		\$

Fehr & Peers

Proposer


Signature of Authorized Person

12/1/2023

Date

Attachment: 3132 Contract (10087 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)



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

RFP No. 23-1003018

TRANSPORTATION PLANNING

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate
Project Management	Project Manager	Associate	\$ 187.44
	Project Controls (Scheduler/Estimator)	Principal	\$ 329.87
	Administrative Manager	Biling Specialist	\$ 157.43
Planning	Principal Planner	Sr. Associate	\$ 248.91
	Senior Planner	Sr. Planner	\$ 149.95
	Planner	Planner	\$ 121.44
Engineering	Senior Engineer	Sr. Engineer	\$ 164.92
	Engineer	Engineer	\$ 124.44

Other Direct Cost Schedule (ODC)

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

Type of ODC	Unit Cost	Estimated Budget Amount
Mileage (per mile)	\$ 0.655	\$
Data needs/materials/travel	\$	\$ TBD
	\$	\$
	\$	\$
TOTAL		\$

Fehr & Peers

Proposer

Signature of Authorized Person

12.1.2023

Date

Attachment: 3132 Contract (10087 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)



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

RFP No. 23-1003018

GENERAL SBCTA/SBCOG SUPPORT

Key Personnel

Classification/Title	Job Function	Hourly Rate	
Project Manager	Principal	\$	329.87
Project Controls (Scheduler/Estimator)	Associate	\$	187.44
Administrative Manager	Billing Specialist	\$	157.43
Principal Planner	Sr. Associate	\$	248.91
Senior Planner	Sr. Planner	\$	149.95
Planner	Planner	\$	121.44
Senior Engineer	Sr. Engineer	\$	164.92
Engineer	Engineer	\$	124.44

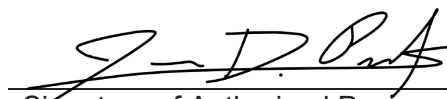
Other Direct Cost Schedule (ODC)

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

Type of ODC	Unit Cost		Estimated Budget Amount	
Mileage (per mile)	\$	0.655	\$	TBD
	\$		\$	
	\$		\$	
	\$		\$	
	TOTAL		\$	

Fehr & Peers

Proposer


Signature of Authorized Person

12/1/2023

Date

Attachment: 3132 Contract (10087 : Award of On-Call Planning and Regional Early Action Planning 2.0 Bench Contracts)



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

RFP No. 23-1003018

REGIONAL EARLY ACTION PLANNING 2.0 PROGRAMS

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate
Project Management	Project Manager	Associate	\$ 187.44
	Project Controls (Scheduler/Estimator)	Principal	\$ 329.87
	Administrative Manager	Billing Specialist	\$ 157.43
Planning	Principal Planner	Sr. Associate	\$ 248.91
	Senior Planner	Sr. Planner	\$ 149.95
	Planner	Planner	\$ 121.44
Engineering	Senior Engineer	Sr. Engineer	\$ 164.92
	Engineer	Engineer	\$ 124.44

Other Direct Cost Schedule (ODC)

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

Type of ODC	Unit Cost	Estimated Budget Amount
Mileage (per mile)	\$ 0.655	\$ TBD
Travel, meeting material	\$	\$ TBD
	\$	\$
	\$	\$
TOTAL		\$

Fehr & Peers

Proposer


Signature of Authorized Person

12.1.2023

Date

General Contract Information

Contract No: 24-1003134 Amendment No.: _____
 Contract Class: Payable Department: Planning and Regional
 Vendor No.: 03518 Vendor Name: RAIMI + ASSOCIATES, INC.
 Description: On-Call Planning/COG/REAP 2.0 Bench

List Any Related Contract Nos.: _____

Dollar Amount					
Original Contract	\$	725,163.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	725,163.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	725,163.00

Contract Authorization

Board of Directors Date: 06/05/2024 Committee _____ Item # _____

Contract Management (Internal Purposes Only)

Other Contracts _____ Sole Source? No Administrative Budget Adjustment _____
 State/Local _____ Professional Services (Non-A&E) _____ N/A _____

Accounts Payable

Estimated Start Date: 07/01/2024 Expiration Date: 06/30/2029 Revised Expiration Date: _____
 NHS: N/A N/A Prevailing Wage: N/A

							Total Contract Funding:	Total Contingency:	
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$
GL	1035	20	0404	0000	52005		41200000		
							Sales Tax-LTF	100,000.00	-
GL	6001	25	0511	0225	52005		42905006	625,163.00	-
							SCAG_REAP 2.0		-

Mairany Anaya
Project Manager (Print Name)

Steve Smith
Task Manager (Print Name)

Additional Notes:

Attachment: 24-1003134 Raimi + Associates, Inc. CSS [Revision 3] (10087 : Award of On-Call Planning and Regional Early Action Planning 2.0

CONTRACT NO. 24-1003134**BY AND BETWEEN****SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY****AND****RAIMI & ASSOCIATES, INC.****FOR****ON-CALL BENCH FOR PLANNING/SAN BERNARDINO ASSOCIATED
GOVERNMENTS (SBCOG) AND REGIONAL EARLY ACTION PLANNING (REAP) 2.0**

This contract ("Contract") is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and Raimi & Associates, Inc. ("CONSULTANT"), whose address is 1900 Addison Street, Suite 200 Berkeley, CA 94704. 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 Categories 4 and 10B of Exhibit A "Scope of Work" ("Work"), in accordance with all applicable professional standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined herein, but only upon SBCTA's issuance of and in accordance with the terms and instructions contained in one or more written Contract Task Orders ("CTO") executed by both parties. The word "Work" includes without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Work performed hereunder shall be completed to the

satisfaction of SBCTA, with SBCTA's satisfaction being based on prevailing applicable professional standards.

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

ARTICLE 2. CONTRACT TERM

The Contract term shall commence upon issuance of a written Notice To Proceed or Notice of Executed Contract (NTP) issued by SBCTA's Procurement Division, and shall continue in full force and effect through June 30, 2029, until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any Work performed or costs incurred prior to issuance of the NTP.

SBCTA at its sole discretion may extend the original term of the Contract for two (2) option terms. The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed June 30, 2031.

ARTICLE 3. COMPENSATION

- 3.1 Total compensation to CONSULTANT for full and complete performance of Services in compliance with all the terms and conditions of this Contract and any CTOs issued, shall not exceed the amount set forth in 3.2 below.
- 3.2 The total Not-To-Exceed Amount for all CTOs issued to CONSULTANT is Twenty-Three Million, Two Hundred and Eighty-One Thousand, Nine Hundred and Fifty Dollars (\$23,281,950). All services shall be reimbursed pursuant to the hourly labor rates identified in Exhibit B "Price Proposal" and the executed CTO. The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and shall include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amount identified in Exhibit B. The SBCTA will not reimburse for any expenses not shown in Exhibit B.

Escalation shall be at a specific rate, as shown on the Bureau of Labor Statistics Employment Cost Index for Total Compensation for private industry workers, Table 5, Private Industry Workers, Occupational Group "Professional and Related" or its successor. The Employment Cost Index will be annually adjusted, apply total benefits for the private industry economic sector, not to be seasonally adjusted, but will include a 12-month percent change. Escalation shall commence as of July 1, 2024, and shall be applied each July (i.e., July 1st) for the term of the Contract.

- 3.3 As the need for on-call planning services are required, SBCTA will issue a request for CTOs based on services and costs identified in 3.2 above. SBCTA does not guarantee any certain number of CTOs will be issued during the term of this Contract. Award of CTOs is at the sole discretion of SBCTA.
- 3.4 Intentionally Omitted.
- 3.5 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Contract, shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.
- 3.5.1 CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 3.5.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31, or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be repaid by CONSULTANT to SBCTA.
- 3.6 Any Work provided by CONSULTANT not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be CONSULTANT's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.

ARTICLE 4. INVOICING

- 4.1 Payment to CONSULTANT as provided herein shall be payable in four (4) week billing period payments, forty-five (45) calendar days after receipt of an acceptable invoice by SBCTA prepared in accordance with the instructions below.. Payment shall not be construed to be an acceptance of Work.
- 4.2 CONSULTANT shall prepare invoices in a form satisfactory to and approved by SBCTA, which shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a four-week billing period and will be marked with SBCTA's contract number, description and task order number, if applicable. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice except for the month of June, which will require the invoice to be submitted by July 10th. Invoices shall include request for payment for Work (including additional services authorized by SBCTA) completed by CONSULTANT during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT's sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCTA has received and approved all Work and deliverables. Invoices should be e-mailed to SBCTA at the following address:

ap@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

- 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 Project Manager. CONSULTANT shall not substitute any Key Personnel without the prior written consent of SBCTA. In the event that the Parties cannot agree as to the substitution of Key Personnel, SBCTA may terminate this Contract. Key Personnel are:

Name	Job Classification/Function
Matt Raimi	President and CEO
Simran Malhorta	Vice President and Principal
Eric Yurokvich	Principal
Ron Whitmore	Principal
Walker Wells	Principal
Troy Reinhalter	Associate

Chris Sensenig	Associate
Alessandra Lundin	Associate
Melissa Stark	Senior Planner
Meghan McNulty	Senior Planner
Sami Taylor	Senior Sustainability Planner
Juan Reynoso	Senior Planner/Researcher
Antara Tandon	Senior Planner/Designer
Wenhao Wu	Senior Planner/GIS Specialist
Robyn Wong	Intermediate Planner
Christian Ledezma	Intermediate Graphic Designer
Michelle Hernandez	Planner/Designer
Sasha Cheechov	Planner

ARTICLE 16. REPRESENTATIONS

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

ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 17.1 If, as a part of this Contract, CONSULTANT is required to produce materials, documents data, or information (“Products”), then CONSULTANT, if requested by SBCTA, shall deliver to SBCTA the original of all such Products, which shall become the sole property of SBCTA.
- 17.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of SBCTA.
- 17.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONSULTANT from or through SBCTA unless (a) the information was known to CONSULTANT prior to obtaining same from SBCTA, or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subconsultants, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONSULTANT shall remain confidential until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act, or other law, or otherwise become public information through no fault of CONSULTANT, or its employees or agents.

- 17.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 17.5 All press releases, or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by both Parties.
- 17.6 CONSULTANT, its employees, agents and subconsultants shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information ("PII") and/or Sensitive Security Information ("SSI") will be required to execute a Confidentiality Agreement.
- 17.7 However, notwithstanding the foregoing, and any provision to the contrary herein, intellectual property owned or created by any third party other than CONSULTANT, its subconsultants, or SBCTA ("Third-Party Content"), and inventions, improvements, discoveries, methodologies, models, formats, software, algorithms, processes, procedures, designs, specifications, findings, and other intellectual properties developed, gathered, compiled or produced by CONSULTANT or its subconsultants prior to or independently of their performance of this Contract ("Background IP"), including such Third-Party Content or Background IP that CONSULTANT or its subconsultants may employ in its performance of this Contract, or may incorporate into any part of the Products, shall not be the property of SBCTA. The Third Party, CONSULTANT, or CONSULTANTS's subconsultants, as applicable, shall retain all rights, titles, and interests, including but not limited to all ownership and intellectual property rights, in all such Background IP. CONSULTANT, and its subconsultants as applicable, grant SBCTA an irrevocable, non-exclusive, non-transferable, royalty-free license in perpetuity to use, reproduce, prepare derivative works based upon, distribute, disclose, derive from, perform, and display such Background IP, but only as an inseparable part of, and only for the purpose intended by creation of, the Products. In the event the Products contain, or incorporate any Third-Party Content, or derivative work based on such Third-Party Content, or any compilation that includes such Third-Party Content, CONSULTANT shall secure all licenses to any such Third-Party Content, but only as an inseparable part of the Products, where such licenses are necessary for SBCTA to utilize and enjoy CONSULTANT 's Work and the Products for their intended purposes.

ARTICLE 18. TERMINATION

- 18.1 Termination for Convenience - SBCTA shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of Work and shall preserve Work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.
- 18.1.1 CONSULTANT shall deliver to SBCTA all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.

- 18.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
- 18.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.
- 18.2 Termination for Cause - In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONSULTANT, or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its subconsultants related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the deliverables and finished Work by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, of the same or any other provision, nor be deemed to waive, amend, or modify any term of this Contract.
- 18.2.1 CONSULTANT shall deliver to SBCTA all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA within ten (10) working days of said notice.
- 18.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONSULTANT be entitled to any payment for prospective profits or any damages because of such termination.

ARTICLE 19. STOP WORK ORDER

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

ARTICLE 20. CLAIMS

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

ARTICLE 21. INSURANCE

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

21.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than \$1,000,000 per claim
- An annual aggregate limit of not less than \$2,000,000
- 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 **\$1,000,000 each occurrence**, \$2,000,000 aggregate.

- 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 , duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
 - \$1,000,000, \$2, 000, 000 aggregate per occurrence limit for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury
- If a general aggregate applies, it shall apply separately to this project/location. The contract no. and brief explanation of the project/work must be indicated under “Description of Operations/Locations” (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an “occurrence” form. “Claims made” and “modified occurrence” forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

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

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

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

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 **\$1,000,000** each accident. This total limits of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
- Combined Bodily Injury and Property Damage Liability insurance. The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

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 \$1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA that will be in the care, custody, or control of CONSULTANT.

21.1.8 Railroad Protective Liability. Intentionally Omitted

21.2. General Provisions

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

21.2.2 Additional Insured Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by an ISO Form CG 20 43, or if not available, then ISO Form that provides substantially equivalent coverage, to name San Bernardino County Transportation Authority, San Bernardino Associated Governments (operating as San Bernardino Council of Governments or SBCOG), their officers, directors, members, employees, and agents, as additional insureds

(“Additional Insureds”). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for any additional insured to vicarious liability, but shall allow coverage for the additional insureds to the full extent provided by the policy.

- 21.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA’s Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA’s Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager’s name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.
- 21.2.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self- insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-CONSULTANTS to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA’s Risk Manager. Without SBCTA’s Risk Manager’s expressed written approval no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The CONSULTANT’s policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any CONSULTANT’s deductible or SIR.
- 21.2.5 CONSULTANT’s and Subconsultants’ Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant, with the exception of Professional Liability and Worker’s Compensation shall be endorsed,

with a form at least as broad as ISO Form CG 20 01 04 13, to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.

- 21.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.
- 21.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at insurance@gosbcta.com, to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.
- 21.2.8 Non-Limitation of Insurance Requirements. The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the CONSULTANT's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the CONSULTANT shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the CONSULTANT is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the CONSULTANT arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured

or of any Subcontractor. The CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.

- 21.2.9 **Enforcement.** SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.
- 21.2.10 **No Waiver.** Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 21.2.11 **Project Specific Insurance.** Intentionally Omitted
- 21.2.12 **No Representations or Warranties.** SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONSULTANT against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.
- 21.2.13 **Review of Coverage.** SBCTA may at any time review the coverage, form, and amount of insurance required under this contract, and may require the CONSULTANT to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk that exists at that time. SBCTA may change the insurance coverages and limits required under this contract by notice to the CONSULTANT, whereupon the CONSULTANT will, within sixty (60) days of such notice date, procure the additional and/or modified insurance coverages. Upon such change any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Contract amendment.
- 21.2.14 **Subconsultant Insurance.** Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultant(s) to be proportionate

to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.

21.2.15 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.

21.2.16 Special Risks or Circumstances.

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. If SBCTA makes changes to the insurance CONSULTANT will secure the required changes within 30 days of written notice by SBCTA. CONSULTANT will be entitled to reimbursement by SBCTA for the increased cost of insurance at actual cost. Any decrease in premium cost will be refunded to SBCTA.

ARTICLE 22. INDEMNITY

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

CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by SBCTA) SBCTA, SBCOG and its Entities (as identified in Exhibit C, "SBCOG List of Entities," attached hereto and incorporated herein), and their authorized officers, employees, agents and (collectively "Indemnitees"), from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of the professional to the maximum extent permitted by Civil Code Section 2782.8

22.2 For all other Work and obligations under this Contract, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, SBCOG and its Entities, and their authorized officers, employees, agents and ("Indemnitees"), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by SBCTA on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CONSULTANT's indemnification obligation applies to SBCTA's "active" as well as "passive" negligence, but does not apply to SBCTA's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

ARTICLE 23. ERRORS AND OMISSIONS

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

ARTICLE 24. OWNERSHIP OF DOCUMENTS

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

ARTICLE 25. SUBCONTRACTS

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

ARTICLE 26. RECORD INSPECTION AND AUDITING

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

ARTICLE 27. INDEPENDENT CONTRACTOR

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

ARTICLE 28. ATTORNEY'S FEES

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

ARTICLE 29. GOVERNING LAW AND VENUE

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

ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 31. PRECEDENCE

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

ARTICLE 32. COMMUNICATIONS AND NOTICES

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

To CONSULTANT	To SBCTA
1900 Addison Street, Suite 200	1170 W. 3rd Street, 2nd Floor
Berkeley, CA 94704	San Bernardino, CA 92410-1715
Attn: Matt Raimi	Attn: Mairany Anaya
Email: matt@raimiassociates.com	Email: manaya@goscbta.com
Phone: 510-666-1010	Phone: (909) 884-8276
2 nd Contact: Eric Yurkovich	Copy: Procurement Manager
Email: eric@raimiassociates.com	Email: procurement@gosbcta.com

ARTICLE 33. DISPUTES

- 33.1 In the event any dispute, other than an audit, arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, Work to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA's Procurement Manager within thirty (30) calendar days after notice thereof in writing, which notice shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have ten (10) calendar days after receipt of the decision in which to file a written appeal thereto with SBCTA's Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such dispute may be reviewed by the court specified in Article 29.
- 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, and representatives shall not offer or give to any officer, official, agent or employee of SBCTA, any gift, entertainment, payment, loan, or other gratuity.

ARTICLE 35. REVIEW AND ACCEPTANCE

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

ARTICLE 36. CONFIDENTIALITY

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

ARTICLE 37. EVALUATION OF CONSULTANT

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

ARTICLE 38. SAFETY

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

ARTICLE 39. DRUG FREE WORKPLACE

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

ARTICLE 40. ASSIGNMENT

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

ARTICLE 41. AMENDMENTS

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

ARTICLE 42. PREVAILING WAGES

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

ARTICLE 43. CONTINGENT FEE

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

ARTICLE 44. FORCE MAJEURE

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

ARTICLE 45. WARRANTY

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

ARTICLE 46. ENTIRE DOCUMENT

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

ARTICLE 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

ARTICLE 48. EFFECTIVE DATE

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

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

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

RAIMI & ASSOCIATES, INC., A CALIFORNIA CORPORATION

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Matthew Raimi
Chief Executive Officer

By: _____
Dawn M. Rowe
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Matthew Raimi
Secretary

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

Date: _____

CONCURRENCE

By: _____
Shaneka M. Morris
Procurement Manager

Date: _____

EXHIBIT “A”
“SCOPE OF WORK”

The full Scope of Work from RFP23-1003018 is included in Exhibit A of this contract, however, Contract 24-1003134 has been awarded for the following categories: 4 and 10B

EXHIBIT A

SCOPE OF WORK

A COST PROPOSAL SHALL BE SUBMITTED PER EACH “PROGRAM” FIRMS ARE INTERESTED IN PROPOSING FOR.

The **San Bernardino County Transportation Authority (SBCTA)** is the countywide transportation planning agency in San Bernardino County. San Bernardino Associated Governments, a joint powers authority, operates as the **San Bernardino Council of Governments (SBCOG)**. SBCTA/SBCOG serves over 2.1 million residents of San Bernardino County; SBCTA/SBCOG has as its membership the County of San Bernardino and all cities/towns within the county: Adelanto, Apple Valley, Barstow, Big Bear Lake, Chino, Chino Hills, Colton, Fontana, Grand Terrace, Hesperia, Highland, Loma Linda, Montclair, Needles, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Twentynine Palms, Upland, Victorville, Yucaipa, and Yucca Valley. (25 Jurisdictions total)

The Planning Department at SBCTA/SBCOG is involved in various programs that carry out the continuing responsibilities of SBCTA and SBCOG to prepare key planning documents that provide the framework for transportation and sustainability program delivery. Examples include the Countywide Transportation Plan, Measure I Strategic Plan, Long Range Multimodal Transportation Plan, Corridor-level and subarea-level plans, and other modal plans. (e.g., the Active Transportation Plan) These are developed through collaborative activities within and outside SBCTA/SBCOG involving comprehensive planning at the regional and county levels, compiling and maintaining planning and monitoring data, supporting ongoing congestion management, travel demand modeling, growth analysis, focused transportation study efforts, sustainability and energy programs, developing housing strategies, and managing grant applications.

The goal of the department is to: Improve mobility, safety, equity, and environmental quality by developing and coordinating plans to support SBCTA and SBCOG programs, as well as updates and amendments to the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) with the Southern California Association of Governments (SCAG), and mobile source components of air quality plans to meet State and Federal requirements.

The department also develops and coordinates countywide input on updates, revisions, refinement, policies, and other issues associated with regional plans for congested corridors, freight, passenger rail and transit, active transportation, air quality, housing, equity, Greenhouse Gas (GHG) and Vehicle Miles Travelled (VMT) Reduction, climate adaptation and resiliency strategies, and preparation of sub regional travel demand forecasts. In addition, SBCTA/SBCOG reviews and provides comments on State-level plans and programs.

For further details on some of the sustainability-related efforts of the SBCTA Planning Department, refer to the attached SBCTA and SBCOG Sustainability Initiatives Fact Sheet or see the Regional and Subregional Planning section at the following link to SBCTA’s current and past budget documents: <https://www.gosbcta.com/financial/>

As the Planning Department carries out its work plans and programs, the department sometimes requires transportation, land use, sustainability, outreach, and environmental planning support. Specific tasks that consultants may be required to perform are described below. This list is not

intended to be inclusive, but represents the list of potential work items for which services may be requested from various consultants. Further details are provided below.

Description of Consultant Expertise and Hourly Rates on Program Categories

For purposes of submittal on this procurement, SBCTA requests that information be provided based on the firm's expertise with various tasks listed below and that consultant staff hourly rates be provided. Since the list of tasks in each program is, in many instances, conceptual, SBCTA is not requesting scopes of work be submitted for each task, but rather, a description of how the firm is equipped to provide support for specific tasks under each program. This will be evaluated based on both the firm's experience and personnel. **The consultant is not required to address every program task listed below but only to respond to the relevant program tasks in which the consultant has expertise. Although not prohibited, the opportunity for partnering with other firms through a sub-agreement will be more relevant during the Contract Task Order (CTO) process, where the selected firms will be competing on an actual funded project under each of the categories.** These descriptions are for work that SBCTA/SBCOG anticipates consultants could be asked to provide for the duration of the contract. It is important to note that these tasks are not actual proposed projects.

1) Active Transportation Program

- Assist SBCTA staff with the management of the State's Active Transportation Program (ATP)
 - Attend and comment on guidelines development workshops and updates representing SBCTA/SBCOG
 - Follow SCAG's determination of the regional MPO share of the ATP funding
 - Manage SBCTA-awarded projects under the ATP (Planning, Infrastructure, and Non-Infrastructure Projects), SCAG grants, or Caltrans grants
 - Manage project invoicing and schedule for SBCTA ATP Projects
 - Assist with technical elements of the ATP grant applications
- Assist SBCTA staff with management of the Transportation Development Act (TDA) Article 3 Program (SBCTA-managed active transportation grant funding)
- Analyze future active transportation funding opportunities for SBCTA and the member jurisdictions
- Support GIS staff with the development and management of the SBCTA Active Transportation web portal - Assist with dynamic data story 'Active San Bernardino Data'
- Assist with improving the process of outreach and engagement (CBOs, Jurisdictions, and other agencies)
- Support Implementation of San Bernardino County Active Transportation Plan (SBCATP, formerly known as Non-Motorized Transportation Plan (NMTP))
- Provide technical/engineering support to SBCTA staff and the member jurisdictions, including data collection and analysis of existing data (could involve bike/pedestrian volume data collection)
- Implementation of Countywide Comprehensive Sidewalk Inventory Project for better pedestrian planning and implementation
- Redlands Passenger Rail Project (RPRP) Accessibility (first mile/last mile plan)
- Implementation of SBCTA/SBCOG feasibility and prioritization study of existing proposed active transportation (AT) projects throughout San Bernardino County
 - Assist with project design and environmental permitting
 - Assist with cost estimate updates
 - Assist with outreach

- Assist with the grant application
- Safe Routes to School Program Implementation and other Non-Infrastructure (NI) ATP projects
 - Assist/review with data collection (evaluation), enforcement, education, and encouragement efforts
 - Assist SBCTA staff with future funding search efforts/submit award applications on the program
 - Assist SBCTA staff with managing the Countywide SRTS programs
- Capital Improvement Plan (CIP) List / SBCTA Infrastructure Project Active Transportation Consistency Review

Note: The consultant may be asked to attend outside meetings representing SBCTA and, at times, may be asked to provide input and draft comments reflecting the positions of the agency. Most of the requested assistance would be related to project management of grant-funded projects, which includes invoicing, producing progress reports, providing input on draft plans, and assisting with data analysis. If SBCTA is successful in securing future funding for active transportation infrastructure, the consultants could be asked to manage the project from the pre-construction phase to the management of the construction phase for the less complex projects in coordination with local jurisdictions. Project management could also include the environmental phase of the project but will not include design, right-of-way acquisition, or the actual construction of the project.

2) Transportation Modeling

- San Bernardino Transportation Analysis Model (SBTAM)
 - Provide forecasts requested by local jurisdictions or other consultants preparing traffic studies and Environmental Impact Reports (EIRs)
 - Provide socio-economic data to support travel demand forecasts
 - General SBTAM Support
 - Troubleshooting modeling errors
 - SBTAM enhancements via new scripts/interfaces
 - Modeling analysis support
 - Troubleshoot updated SBTAM Model
 - SBTAM Transit Calibration Refinement
 - Staff training and assistance
 - Troubleshoot updated SBTAM Truck Model
 - SBTAM Model runs on various project/development scenarios
 - Incorporation of new SBTAM Plus project updates
 - Analysis and incorporation of Big Data and other Location-Based Services (LBS) data
 - Technical assistance related to incorporation of future Artificial Intelligence (AI) in transportation modelling

3) Transportation Planning

- Countywide Long Range Transportation Plan (LRTP)
 - Assist SBCTA staff with the compilation of the documents
 - Assist SBCTA with coordination and outreach
 - Provide technical support to SBCTA staff
- Implementation of Action Plans and other Implementation Plans like the Customer Focused, Technology-Enabled Multi-Modalism Action Plan (see link at:

<http://www.gosbcta.com/plans-projects/plans-rideshare-transit.html>)

- Assist with the implementation of the action items in the plan
- Assist SBCTA staff (mobility managers) with stakeholder coordination (Metrolink, San Bernardino County Transit Providers, and various SBCTA departments)
- Provide technical assistance on various transit related projects and activities
- Assist with implementation of transportation demand management strategies associated various transportation modes
- Assist with first/last mile strategy implementation related to transit/micro transit
- Assist with navigating through various new transit related technologies
- SBCTA Safe Routes to School Program support (Provide technical support on all 6 E's of the SRTS Program (Engineering, Evaluation, Education, Encouragement, Enforcement, and Equity) on an as-needed basis)
- Draft/Process/Execute any necessary MOUs, contracts, or agreements with any outside entities through the SBCTA Board, Committee, and/or Executive Director approval as directed by the project manager
- Assist with project management of various programs at SBCTA/SBCOG.
- Assist with project control elements of various SBCTA/SBCOG programs
- Assist with contract/procurement process involved with SBCTA/SBCOG programs
- Assist with project reporting requirements with SBCTA/SBCOG programs
- Assist with administrative work related to SBCTA/SBCOG involved programs
- Assist with SBCTA/SBCOG contracting and agreement process
- Provide project staff support for various SBCTA managed grant programs
- Transportation Development Act (TDA) Article program management
 - Assist SBCTA staff with call-for-projects process
 - Assist SBCTA staff with managing program invoicing and tracking
 - Assist SBCTA staff with communication and outreach to member agencies
- Monitor, attend, and participate in meetings with partner entities as necessary (e.g. Community Vital Signs (CVS), Countywide Vision Element Groups, SCAG workshops and meetings, other COG meetings, etc.)
- Provide technical assistance support to jurisdictions on an as needed basis
- Provide grant management and grant writing support to SBCTA/SBCOG staff and the member jurisdictions on an as needed basis
- Assist SBCTA/SBCOG staff in planning and executing SBCTA/SBCOG led events, meetings, and workshops (on an as needed basis) – (E.g. Workshop on ATPs, Workshop on community meetings related to SRTS projects, extra outreach meetings needed for other post grant funded programs, and other SBCTA community engagement efforts)
- Provide technical assistance on Value Capture (VC) and/or other Transportation Financing Tool Assessments (technical support for transportation infrastructure value capture assessment projects (Enhanced Infrastructure Financing Districts (EIFDs), Special Financing Districts (SFDs), Community Facilities Districts (CFDs) and others)
- Assist SBCTA/SBCOG staff in monitoring of various VC projects around the State and the region
- Provide technical support related to SBCTA/SBCOG GIS in developing and maintaining GIS project database and portal (Storymaps, Open Data Portal, Dashboard etc.)
 - Countywide Sidewalk Inventory Project Implementation

- Countywide Long Range Transportation Plan (LRMTP) document review and implementation
 - SBCTA Equity Framework Study/SB 1000 Toolkit implementation and technical assistance
 - Project level SB 743 VMT analysis and calculations
 - Local Hazard Mitigation Plans (LHMP) technical assistance
 - Other SBCTA generated plans and studies
 - Assist SBCTA staff with managing of the ongoing implementation of SB 743 related VMT reduction programs
 - Provide ongoing technical (including modeling) support to SBCTA staff and to member jurisdictions in the County
 - Track VMT implementation at a jurisdictional level in the County, including OD assessment for goods movement
 - Provide technical assistance with TIA guidelines/CMP monitoring
 - Attend meetings and assist with presentations on SB 743
 - Provide technical analysis on estimated travel patterns in San Bernardino County at a jurisdictional level (OD assessment)
 - Conduct and provide traffic counts when necessary for SBCTA planning and infrastructure projects
 - Provide technical assistance on VMT mitigation assessment for transportation projects around the County
 - Assist with the implementation of SBCTA VMT Mitigation Bank (scopes outside of REAP 2.0 funding program)
 - Monitor the development of VMT mitigation measures at the State and regional level (additionally, legal concepts, telework program)
 - Continue to update the technical VMT mitigation analysis included in the SBCTA mitigation study (cost-effectiveness and modeling)
 - Provide technical assistance in setting up of the mitigation bank (crediting programs, app development, validation process, baseline establishment, lifecycle concept, trip verification)
 - Assist in defining appropriate strategies to collect traffic count data. The purpose of data collection is to demonstrate pre-construction conditions and construction conditions on various projects
 - Aggregate count data for archival purposes
 - Reconfigure and recalibrate count units as necessary during the data collection period as construction stages change, which may shift lanes to ensure appropriate lane reads by count units
 - Obtain necessary encroachment permits from Caltrans necessary to collect counts along the I-15 corridor
- 4) Sustainability Planning
- Countywide Habitat Conservation/Preservation Planning
 - Support SBCTA staff and consultants in implementation of the Regional Conservation Investment Strategy (RCIS)
 - Manage project invoicing and troubleshoot contract-related issues
 - Assist with potential future mitigation credit agreement process
 - Provide technical support on habitat mitigation strategies on various SBCTA/SBCOG projects (e.g. Advanced mitigation strategies, conservation planning process,

- acquisition of mitigation lands, project level environmental analysis, habitat mapping)
 - Provide technical support on CEQA habitat mitigation requirements on various SBCTA/SBCOG projects (e.g. processing Incidental Take Permits (ITP), negotiations on conservation requirements, and obtaining other permits)
 - Monitor, attend, and participate in meetings with partner entities as necessary
 - Transit Oriented Development (TOD) and Transportation Corridor Plans
 - Support SBCTA staff in implementing TOD/Corridor projects, especially in the areas of nexus between land use and transportation planning.
 - Support SBCTA staff and member jurisdictions with coordination efforts related to the TOD/Corridor Plans, especially with state, regional, and county agencies and transit operators
 - Monitor policy and program updates and guidelines from the state agencies and SCAG and provide comments that could potentially be submitted to the relevant agencies
 - Assist SBCTA staff with the development and implementation of the RTP/SCS
 - Provide technical and staff support for the SBCTA Freeway Service Patrol (FSP) Program
 - Assist SBCTA/SBCOG staff in monitoring and identifying a new agency wide sustainability strategies/programs
 - Assist SBCTA/SBCOG staff with development of sustainability fact sheets for various programs at SBCTA/SBCOG (possibly some marketing materials)
 - Work with Planning and Public Information staff to maintain sustainability program information on SBCTA/SBCOG website
 - Assist with administrative work related to SBCTA/SBCOG involved sustainability programs
 - Assist SBCTA staff with the implementation of Countywide Vision Wellness Element initiatives related to built-environment, as highlighted in the Community Transformation Plan <http://communityvitalsigns.org/>
 - Provide technical assistance to member jurisdictions that are developing a healthy communities element containing policies and programs to improve community health
 - Maintain database associated with Health Equity, SB 1000 Toolkit, and UCR Equity Study
- 5) Climate Change and Adaptation Planning
- Countywide Greenhouse Gas (GHG) Reduction Plan Update
 - Support SBCTA staff and consultants in implementing the updated plan through the new EPA Climate Pollution Reduction Grant (CPRG)
 - Manage project invoicing and troubleshoot contract related issues
 - Support with CEQA-related issues on the countywide GHG reduction projects and programs
 - Sub-Regional Climate Adaptation Plan (with WRCOG)
 - Support SBCTA staff and consultants in managing the updated plan
 - Support SBCTA staff with coordination efforts related to the regional Climate Collaborative
 - Assist SBCTA/SBCOG with organizing and implementing outreach meetings outside of the grant SOW. (e.g. stakeholder meetings, presentations at SBCTA/SBCOG, SCAG, and other venues deemed necessary by SBCTA/SBCOG project manager) <https://wrcog.us/285/Resilient-IE>
 - Assist in reviewing draft documents from consultants working on the Resilient IE related projects, including materials produced by Inland Southern California Climate Collaborative (ISC3) <https://iscclimatecollaborative.org/>

- Assist with the implementation of strategies based on recommendations developed by the regional plan, including actions in ISC3
 - Provide technical assistance and research assistance in project development related to resiliency and climate adaptation planning. This could include: infrastructure planning, hazard mitigation planning, evacuation route planning, impact studies, and climate resiliency on biological resources
 - Assist with administrative work related to SBCTA/SBCOG involved climate change and adaptation planning programs
 - Provide technical support with energy resilience planning and evacuation route planning associated with climate change impacts
 - Develop project list for future grant application associated with Federal and State funding on climate adaptation
 - Work with member jurisdictions on project concept development
 - Work with community or community based organizations to conduct outreach and provide input associated with project development
 - If necessary, work with member jurisdictions and SBCTA/SBCOG staff to develop infrastructure projects to be shovel ready for funding (possibly through environmental permitting and project design support)
- 6) General SBCTA/SBCOG Staff Support
- Assist SBCTA/SBCOG staff with the management of various projects not included in any of the other sections. (e.g. SBCTA/SBCOG Equity Policy Development, Outdoor Equity Program, and Geospatial Analysis and Support)
 - Create a Policy Framework for including Equity in policies and processes for SBCTA/SBCOG. The framework will include a flowchart / “interview” process for consideration at the start of projects, common remedies to identified gaps, and a clear statement of Equity goals and desired outcomes
 - Organizing and/or attending meetings on behalf of SBCTA/SBCOG
 - Provide technical training on various topics on COG and Planning
 - Assist SBCTA staff with workshops, training, conferences, presentations, and other event planning
 - Provide technical GIS support including migration and configuration of SQL server reporting services (mapping/dashboard/analytics/SBTAM and GIS integration)
 - Assist with Grant Writing – SBCTA prepares some grant applications in-house and also has a contract with a grant writing firm. Thus, this task will only involve giving technical input to the grant writing consultant when needed. Examples may be benefit-cost analysis and analytical data supporting the application
 - Grant Project ideas and suggestions – Although SBCTA tracks various federal/state/regional grants, the consultant will be expected to provide grant application suggestions and ideas
 - Assist SBCOG Staff with the management of projects approved in the Council of Governments Work Plan
 - Complete cost/benefit analysis for implementation of policies, and plans
 - Engage stakeholders and local agencies
 - Create policy and administrative toolkits
 - Assist with workforce development programs and initiatives, working with jurisdictions, chambers of commerce, small businesses and others

- Conduct community outreach and engagement for various projects and initiatives throughout the County, establish relationships with outside stakeholders and organizations. Create a communication structure for future collaboration
 - Support the creation of small business programs and initiatives through SBCOG, incorporating equitable business practices, procurement, and others. Conduct research through surveys, focus groups, workshops, and other events to learn more about how small businesses conduct business and to build relationship within the business community
- 7) Grant Writing/Management Services:
- Seek grant funding for specific projects or programs as requested by SBCTA/SBCOG.
 - Assist SBCTA/SBCOG staff in the preparation of grant applications and submit grant applications on behalf of the SBCTA/SBCOG. SBCTA/SBCOG may request the consultant to track progress of submitted grant applications and request support from legislators and agencies in an effort to secure funding
 - Develop timelines and checklists for identified grants to ensure timely grant completion and submission
 - Compose grant proposals, including budget, concept plans, and other necessary items for grant submittals. Assist SBCTA/SBCOG staff in ensuring compliance with all applicable grant rules and regulations. In instances where grant elements are too technical, SBCTA/SBCOG staff will allow the grant writer to add technical assistance from a sub-consultant
 - In the event that a grant application is prepared, submitted, and funded, the consultant may be required to implement and/or provide grant administration assistance for specific projects or programs. Grant administration assistance may include the implementation of a program, preparation of required reports, cash draw-down requests, progress reports, and clearing special conditions as identified by the funding agency. This also includes conducting workshops SBCTA/SBCOG and its member agencies on topics related to grant funding opportunities and successful grant writing
 - Deliverables will be determined on a case-by-case basis depending on the services requested by SBCTA/SBCOG
 - Inform SBCTA/SBCOG staff of any grant opportunities that are appropriate for SBCTA/SBCOG projects, programs, or services. This will include State, Federal, local and any other opportunities for funding from other non-profits/foundations
 - May be asked to submit awards applications and write other proposals as asked by SBCTA/SBCOG staff
- 8) Housing/General Plan/Local Planning Support
- Work with member agencies to establish a SBCTA/SBCOG work plan based on recent OPR guidelines and other legislative mandates (e.g., SB 743, SB 1000, AB 2140, etc.)
 - Work with member agencies to assist in housing-related programs and policies that are associated with land use planning (scope of work that are outside of the Regional Early Action Planning (REAP) 2.0 Grant Program)
 - Assist SBCTA/SBCOG staff in monitoring and identifying new agency-wide housing strategies/programs, including the establishment of the regional housing trust in the County
 - Provide logistics support for SBCTA/SBCOG housing programs
 - Provide housing program related support services assisting SBCTA/SBCOG member jurisdictions through the various RHNA processes and then their Housing Elements process through the California Department of Housing and Community Development's (HCD) review process

- Monitor, attend, and participate in meetings with partner entities as necessary
- Monitor housing related legislation in California and provide presentations on important legislation
- Assist with administrative work related to SBCTA/SBCOG involved housing programs
- Assist with the implementation of housing-supportive infrastructure programs, which could include broadband, water, sewer, utilities, transportation, and various new technologies (Smart City/County concept)
- Assist SBCTA/SBCOG staff with organizing and implementing outreach meetings. (e.g. stakeholder meetings, presentations at SBCTA/SBCOG, SCAG, and other venues deemed necessary by SBCTA project manager)

9) Project Management and Controls

- Provide project management to Planning and COG projects
- Complete reporting and invoicing requirements for grants received and projects
- Work with SBCTA's Finance Department to ensure all financial and reporting requirements are met
- Work with SBCTA staff to ensure projects progress; provide updates to SBCTA/SBCOG staff as necessary
- Track project progress in an organized manner and ensure work is being completed according to project timelines, scopes of work, and budget

10) Regional Early Action Planning (REAP) 2.0 Programs:

The REAP 2.0 program is a flexible program that seeks to accelerate progress towards state housing goals and climate commitments through a strengthened partnership between the state, its regions, and local entities. REAP 2.0 seeks to accelerate infill housing development, reduce Vehicle Miles Traveled (VMT), increase housing supply at all affordability levels, affirmatively further fair housing, and facilitate the implementation of adopted regional and local plans to achieve these goals.

The program was established as part of the 2021 California Comeback Plan under AB 140 and builds on the success of REAP 2019, but expands the program focus by integrating housing and climate goals, and allowing for broader planning and implementation investments, including infrastructure investments that support infill development that facilitates housing supply, choice, and affordability.

SBCTA/SBCOG is partnering with SCAG through various REAP 2.0 programs listed below in order to accelerate housing project implementation in ways that lead to transformative policy outcomes and accelerate the implementation of regional and local plans that achieve the state priority planning goals.

The REAP 2.0 Program Objectives are as follows:

- Accelerate infill development that facilitates housing supply, choice, and affordability;
- Affirmatively Further Fair Housing (AFFH); and
- Reduce Vehicle Miles Traveled (VMT).

For SBCTA/SBCOG, implementation of the REAP 2.0 Program could potentially revolve around five distinct program areas with multiple projects under each programmatic category.

Some programs have received funding, and some have not received funding yet, and the program evaluation is still in process with SCAG. It is also important to note that some of the SBCTA/SBCOG projects have been placed under the contingency project list. Both SCAG and SBCTA/SBCOG are actively pursuing additional funds to supplement the current funding level to fund projects in the contingency list. Once these contingency projects receive funding, it is likely that the on-call consultants selected through this RFP process will be utilized to implement the projects.

REAP 2.0 Program Categories:

- County Transportation Commission Partnership Program (CTCPP)
- Subregional Partnership Program (SRP)
- NOFA – Funding for Lasting Affordability
- Housing Infill on Public and Private Lands (HIPP) Program
- Regional Utilities Supporting Housing (RUSH) Program
- Sustainable Communities Program – Civic Engagement, Equity, Environmental Justice (SCP-CEEEJ)

A. County Transportation Commission Partnership Program (CTCPP) (Partially Funded)

a. Jurisdiction Multi-Modal Complete Streets Pre-Construction and Construction Activities (Funding is only available for the pre-construction phase and construction phases have been placed under the contingency list):

i. City of Fontana Sierra Avenue Complete Streets

1. Pre-construction activities for five (5) new traffic signals and one (1) traffic signal modification, plus pavement rehabilitation, curb ramps, signing, and striping to reduce lanes and redirect traffic to other streets.
2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
3. Development of Plans, Specifications and Estimates (PS&E) Phase
4. Two sets of design plans are requested: Phase I (interim condition) would reduce the number of travel lanes on Sierra Avenue from two lanes in each direction to one lane in each direction, convert Wheeler Avenue to a one-way northbound street, and convert Nuevo Avenue to a one-way southbound street. Also, Phase I includes the installation and modification of traffic signals at six (6) intersections within the core area to provide a smooth flow of one-way traffic in order to reduce travel time, stops, and delay.
5. Phase II (the ultimate condition) would close Sierra Avenue between Arrow Boulevard and Orange Way to vehicular traffic and continue to divert traffic to parallel streets. The project includes extensive complete street elements along Sierra Avenue, Nuevo Avenue, Wheeler Avenue, Arrow Boulevard and Orange Way.
6. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)

ii. City of Ontario Vista Verde II Affordable Housing Development

1. Pre-construction activities for improved sidewalks and bicycle lanes along Holt Boulevard and other frontage roads on and off the project site

2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
 3. Development of Plans, Specifications and Estimates (PS&E) Phase
 4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
 5. Connection of utilities
- iii. City of Rancho Cucamonga Haven Avenue and Foothill Boulevard Complete Streets
1. Pre-construction activities to repurpose rights-of-way to include extensive complete street elements consisting of improved pedestrian sidewalks, improved bicycle facilities, improved transit stops, and (ultimately) a dedicated transit lane on Foothill Boulevard
 2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
 3. Development of Plans, Specifications and Estimates (PS&E) Phase
 4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
 5. Funding availability will determine various phases of the project, however project will begin with PA&ED phase associated with Haven Avenue.
- iv. City of Twentynine Palms Affordable Housing and Pedestrian Improvements
1. Pre-construction and construction of transportation activities to connect between nearby transit, public amenities, and planned affordable housing development.
 2. Development of Plans, Specifications and Estimates (PS&E) Phase – Possible redesign to accommodate more multimodal components
 3. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
- v. City of Upland Active Transportation Improvements Around Magnolia and Euclid Affordable Housing Project
1. Pre-construction activities to improve multimodal infrastructure near the Upland Metrolink Station to enhance pedestrian access to the station and to improve pedestrian and bicycle infrastructure around two proposed affordable housing developments. (Stowell Street, Euclid Avenue, Second Avenue, A Street and others)
 2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
 3. Development of Plans, Specifications and Estimates (PS&E) Phase
 4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
- vi. City of Rialto Metrolink Station Area Visioning and Development
1. Pre-construction activities for active transportation improvements and redesigning of the downtown area near the Metrolink Station and the Civic Center
 2. Completion of Environmental Studies and Permits (E&P), also referred to as Project Approval and Environmental Document (PA&ED)
 3. Development of Plans, Specifications and Estimates (PS&E) Phase

4. Completion of the Right of Way (R/W or ROW) phase, including Right of Way acquisition (including utility relocation)
 - b. SBCTA VMT Mitigation Bank Proposal

The establishment of a VMT mitigation program is a high priority for many California jurisdictions searching for effective mitigation approaches as lead agencies and as project applicants work through the initial years of the transition to a VMT impact metric. In July 2020, the SBCTA Board of Directors authorized staff *“to develop options for establishing a mitigation crediting system that would allow for quantification of the trip-reduction and greenhouse gas (GHG) reduction benefits of telework and other transportation demand management (TDM) options and the voluntary application of those credits to facilitate environmental mitigation of projects in San Bernardino County....”*

To get the program started, the VMT Bank will incentivize individuals to earn VMT reduction credits by reducing their commute travel (against a baseline auto-based commute) by working or home, or “teleworking.” But the plan is to design the overall program more holistically from the beginning and to incrementally add a broader set of transit/TDM options for reducing VMT, to include taking transit, vanpooling, ridesharing, commuting via bike and walk, etc. In a nutshell, the VMT reduction credits would be deposited into each commuter’s VMT “bank account.” Projects needing VMT mitigation (transportation or land use projects) would then purchase credits through protocols established by the bank and be able to use those credits as mitigation, provided the lead agency agrees.

The mitigation bank is beginning with VMT reduction via telework because incentivizing telework was compared with other VMT mitigation strategies and shown to be the most cost-effective option available. Using an app on a smart phone, participants will establish a “VMT baseline” and generate credits whenever they choose to telework or commute via transit, rideshare, etc. The VMT reduction credit, which can be verified through location-based information on the app, will then be converted monetarily by the bank to the individual’s account once the credits are sold to development or for transportation projects that need to reduce VMT impacts under CEQA. To “jump-start” the bank prior to credits being sold, funding from other sources will be used to incentivize participants. Following this start-up period, and when credits can be sold, the bank is anticipated to be self-funding based on project mitigation for VMT. In addition to providing incentive funding for the participants, money deposited into the bank from purchased credits could be applied to individual, local, regional, or state VMT reduction programs or projects, such as housing-specific projects included in a regional housing trust program.

The VMT bank will be available to people who live and/or work in San Bernardino County. The IE Commuter Program would continue to operate and be available to employers and residents of San Bernardino and Riverside Counties. Participants who enroll in the VMT Bank program would participate in documenting their travel through a mobile phone app and would receive a cash incentive only if their VMT is reduced. The Bank would in turn sell VMT credits based on the amount of accumulated VMT reduced by participants. It is expected that the mitigation cost to reduce VMT and the incentive for participants would change over time.

It is intended that SBCTA would act as the administrator of the program, with eligible participants for VMT reduction being those who either reside within or are employed within San Bernardino County. Entities eligible for buying credits would be lead agencies responsible for transportation projects (including SBCTA and local San Bernardino County governments) and sponsors of land development projects. Entities within San Bernardino County would be given priority in being able

to purchase credits. However, if the market for purchasing credits within the county was not adequate to foster the sale of credits adequate to cover the cost of VMT reduction incentive payments and Bank operation, the sale of credits could be opened up to entities outside San Bernardino County.

SBCTA is seeking a management, software, and finance team to provide “turn-key” services to establish and operate the Bank. Some of the funding available to establish the bank is available only through December 31, 2025. At a minimum, the Bank must be fully established and operational prior to that date, so that a pilot period can occur immediately after the REAP funding deadline with as many participants as possible. A goal would be to recruit at least 2000 participants within 6 month and have several “hypothetical” sales of credits within a year.

- i. Develop an Administrative Plan that Address the Following:
 1. Program Visions and Goals – Policy Implications
 2. Program Structure within SBCTA Organization (Relations to the Departments and Programs: e.g. IE Commuter Program)
 3. Establishment of the Mitigation Bank Process and Authority
 4. Program Cost Estimates and Fee Structure
 - a. Administrative Fees (Staffing Needs)
 - b. Supply: Cost of Purchasing VMT (Individual Participants)
 - c. Demand: Cost of Selling VMT (Transportation and Land Use Projects Needing Mitigation)
 5. Program Schedule/Milestones
 6. Marketing Strategies/Materials
 7. Legal Memo/FAQs
 8. Contracting and Procurement
 9. MOUs and Funding Agreements
 10. Program Evaluation
 11. User Agreements and Guides
 12. Financial Structure
 13. Policy Determination on Proceeds
 14. Verification Procedure
- ii. Develop Design Concept and Functionality for the VMT Reduction Quantification and Data Management System
 1. VMT Bank Program Management Interface – App Development
 - a. Accurate Accounting of Telework
 - b. Calculation of VMT
 - c. Inclusion of Financial Transaction
 - d. User-friendly functionality
 2. Quantification and Record-keeping Subsystem
 - a. Manual verification management
 - b. Reporting and data dashboard/summary displays
 3. Commuter Interface
 - a. Management of VMT reduced or generated
 - b. Optional ability (preference options)
 4. Financial System Interface – Key component of the app
- iii. Develop Software Specifications (Android and Apple Users)
- iv. Implement and Test Software Systems Identified in the Specification Task

- v. Beta-Test the VMT Mitigation Bank Systems with a Limited Number of Hand Picked Volunteers
- vi. Develop a Marketing Plan for Introducing the VMT Mitigation Bank and App to the Public
- vii. “Go Live” with the System
- viii. Reporting and Interaction with SBCTA and the System Evaluator
 - 1. Additional VMT Reducing Transportation Mode Inclusion

B. Subregional Partnership Program

- a. Activity/Project 1: Accelerating Housing Element Implementation.
 - i. Staff augmentation program under REAP 1.0 was extremely successful because the technical assistance provided to the local jurisdictions was directly addressing the needs of the local jurisdictions that were struggling to meet the HCD requirements for the development of the housing elements.
 - ii. Similarly, under this activity, SBCOG consultants will provide contract planning services to local jurisdictions. These contract planning staff may augment local staffing needs for Cycle 6 Housing Element (HE) implementation.
 - 1. Assistance may include, but not limited to: assisting jurisdiction’s rezoning efforts, amending zoning ordinances, Analyzing environmental/CEQA issues, writing staff reports and technical memo, obtaining prohousing designation, and implementing policies associated with Accessory Dwelling Units (ADUs)
- b. Activity/Project 2: A Region of Housing Experts - Webinars and Trainings. SBCOG’s consultants will create and conduct webinars and technical trainings available to each of the 25 jurisdictions to facilitate and accelerate affordable housing projects.
 - i. Hold a workshop for all jurisdictions to identify the greatest housing element implementation needs. Then, conduct two-to-three subregional meetings with jurisdictions to further refine the needs and inform the work performed in other tasks (permitting and reporting support, ADU assistance, Housing Element implementation, anti-displacement study, etc.).
 - ii. Plan and develop technical trainings for local jurisdiction staff on topics related to housing development (legislation, objective design standards, rezoning, CEQA streamlining, prohousing policies, finance mechanisms, etc.).
 - iii. These workshops and outreach are necessary because every jurisdiction in the County has a different schedule related to the certification and implementation of the Housing Elements. Currently, there are 13 out of 25 jurisdictions in the County with a certified Housing Element.
- c. Activity/Project 3: Best Practices – Templates and Toolkits. SBCOG’s consultant will provide templates and toolkits to its 25 jurisdictions for housing program implementation. Resources developed through the templates and toolkits will support local staff by providing necessary research, resources, and information to best collaborate with stakeholders and inform decision-makers in a manner that will influence local change to facilitate and implement informed planning efforts.
 - i. Develop templates that can be used by member agencies to implement housing elements. Materials may include by-right zoning checklist, design best practices, draft local ordinances, draft presentations for CC or PC, CEQA streamlining tools, staff report templates, public outreach resources, AFFH

- implementation materials, missing middle housing resources, inclusionary zoning best practices, fact sheets on new housing legislation.
- ii. Develop toolkits that can be used by member agencies (e.g., Anti-Displacement Toolkit, Legislative Toolkit, Objective Design Standards for ADUs, multi-family and mixed-use, etc.). Envision a comprehensive website with slide decks and fact sheets to help jurisdictions implement requirements, etc. The final toolkit could include: 1) measuring and tracking displacement risk; 2) multilingual communication materials that elevate discourse around displacement; 3) resources to empower residents; 4) guidance to property owners and localities on relevant legislation and regulations; 5) draft model ordinances (e.g., rights of first refusal, protections from condo conversions, just cause eviction, etc.); and 6) resources to assist both localities and community members in the preservation of housing.
- d. Activity/Project 4: Empowering our Communities - AFFH Engagement Programs

SBCOG's consultant will aid the 25 member jurisdictions in implementing fair housing programs with support to include outreach and engagement to all community segments, gathering information and feedback related to fair housing, and providing resources to empower residents and increase discourse around fair housing.

 - i. Review all 25 Housing Element AFFH programs for outreach commitments and provide outreach and engagement support. The main goal of the program is to reduce duplicative outreach efforts and streamline the process for all of the member jurisdictions.
 - ii. Create AFFH Engagement Programs. (e.g., expand and use the SB 1000 toolkit).
www.sb1000toolkit.com
- C. NOFA – Funding for Lasting Affordability – Establishment of San Bernardino County Regional Housing Trust (SBRHT)
- a. The San Bernardino Council of Governments (SBCOG) requested funding to establish and administer the San Bernardino Regional Housing Trust (Housing Trust). The Trust will be structured as a JPA made up of participating members with a non-profit component. The new JPA may be structured as an agency under SBCOG or as a separate JPA entity with an MOU with the SBCOG. Major deliverables include 1) the establishment of the Housing Trust (Bylaws, Administrative Plan, Program Priorities, Budget, Jurisdiction Membership); 2) Gap Financing Program (how/when the funds or program will be established); and 3) Acceleration of one or more affordable housing projects managed under the Regional Housing Trust as a Gap Financing Program pilot case.
 - b. When funds become available, SBCOG staff will be soliciting proposals from qualified on-call consultants to help establish the housing trust and implement programs approved by the new JPA Board.
 - c. Consultant will coordinate activities, develop draft resolutions, draft JPA agreement, make city council presentations, and agreement between SBCOG and the Housing Trust through the development of an administrative plan
 - d. The administrative plan should include:
 - i. Purpose and Structure
 - ii. Member Jurisdiction Resolutions
 - iii. Establishment of Pipeline Projects with Prioritization

- iv. Establishment of the Trust Programs
 - v. Administrative Duties and Responsibilities with MOU between SBCOG and the Trust
 - vi. Board of Directors with Membership Structure and Bylaws
 - vii. Budget/Funding/Membership Fees
 - viii. Staffing Needs Analysis
 - ix. Annual Reporting Procedures
- e. Develop Housing Trust Website to manage program and showcase lessons learned and case studies that can be disseminated to other regions.
- D. Housing Infill on Public and Private Lands (HIPP) Program – Public Land to Residential Project – Inventory, Analysis & Toolkit for Workforce and Teacher Housing
- a. The SBCOG/SBCTA requested REAP 2.0 HIPP funding for the SBCTA/SBCSS and Other Public Land-to-Residential Project (Project). SBCTA will partner with the San Bernardino County Superintendent of Schools (SBCSS) and member agencies to develop a comprehensive inventory and analysis of all publicly-owned properties. The Project will identify developable sites for housing at a variety of affordability levels, with a focus on workforce housing for educators.
 - b. The Project aims to:
 - i. Conduct a comprehensive inventory of all publicly-owned lands within the region
 - ii. Analyze these lands to identify sites that are suitable for housing development
 - iii. Develop a toolkit to assist public agencies with identifying these sites as Surplus Lands to make them available for affordable housing. The toolkit should contain best practices and implementable actions, providing jurisdictions with direction on how to convert sites for residential uses.
 - iv. With the results of the analyses, produce recommendations for how SBCOG, SBCSS, or the jurisdiction could approach residential development, including a step-by-step guide, developer collaboration, potential ordinances, policies, or financing tools to consider. Specific focus will be given to various school district sites for potential “Teacher Housing” options.
 - v. Identify list of sites that are categorized as publicly-owned that have residential conversion potential based on each jurisdiction’s Housing Element and SCAG’s most recent Annual Land Use Data.
 - vi. Identify partner with a public agency or an affordable housing developer to prepare selected sites for possible affordable or workforce housing development.
- E. Regional Utilities Supporting Housing (RUSH) Program – Upland
- a. The main goal of the RUSH Program is to create plans and programs to support increased utility capacity of areas designated for residential development in a Housing Element. These programs should increase utility capacity and/or lower the cost of residential development. Potential projects could include developing an analysis to update developer utility fees to avoid concentration of infrastructure upgrade costs and creating a capital improvement plan or updating an existing one.
 - b. For SBCTA/SBCOG, an affordable housing project (Magnolia/Euclid Villas) in Upland meets these criteria seamlessly. The main issue related to the project revolves around power line relocation with Southern California Edison (SCE).

- c. If funded, SBCTA/SBCOG will select an on-call consultant with the most utility experience, especially working directly with SCE.

F. Sustainable Communities Program – Civic Engagement, Equity, & Environmental Justice

- a. SBCTA/SBCOG received funding from SCAG to complement an active transportation priority list that SBCTA/SBCOG is developing. The main objective of this project is to provide jurisdictions in San Bernardino County with community-informed and researched priority projects for active transportation improvements. The target outcome of the priority list and community engagement is for jurisdictions to receive the list of priority projects and have them be prepared for funding to be able to implement the identified projects.

- i. The funding provided by SCAG will:

- 1. Provide project management administrative assistance such as creating agendas, meeting minutes, a schedule, a timeline, progress reports, invoicing, and general communication between SBCTA staff, the consultant, jurisdictions, and stakeholders.
 - 2. Existing conditions analysis that will identify any relevant and key stakeholders in the County and review the past engagement that SBCTA has done regarding active transportation.
 - 3. Community engagement element of the project. The consultant will create a Public Engagement Plan, meet with stakeholders, hold focus groups, attend other engagement events, create surveys and project collateral, and provide a summary of the engagement completed.
 - 4. Final report and presentations to an SBCTA deliberative body and technical working group.

On Call Project Categories: Please check the category box(es) that applies to your proposal

1	Active Transportation Program	
2	Transportation Modeling	
3	Transportation Planning	
4	Sustainability Planning	
5	Climate Change and Adaptation Planning	
6	General SBCTA/SBCOG Staff Support	
7	Grant Writing/Management Services	
8	Housing/General Plan/Local Planning Support	
9	Project Management and Controls	
10	Regional Early Action Planning (REAP) 2.0 Implementation	
10A	County Transportation Commission Partnership Program (CTCPP)	
10B	Subregional Partnership Program (SRP)	
10C	NOFA – Funding for Lasting Affordability	
10D	Housing Infill on Public and Private Lands (HIPP) Program	
10E	Regional Utilities Supporting Housing (RUSH) Program	
10F	Sustainable Communities Program – Civic Engagement, Equity, Environmental Justice (SCP – CEEEJ)	

Task Order Approach

Multiple consultants may be selected to become part of the SBCTA/SBCOG “Planning Bench.” From time to time, consultants on the Bench would be requested to respond to task order solicitations for their areas expertise. SBCTA/SBCOG staff will write brief work statements, and consultants will respond with scopes of work that are specific to those statements, including cost and schedule. The breadth, timing, and distribution of these task solicitations will be at the discretion of the SBCTA/SBCOG On-Call Manager or designees. More than one consultant may be asked to respond to each task order, but normally only one consultant would be selected for a single task order. SBCTA/SBCOG cannot guarantee a minimum amount of work for any individual consultant or consulting team.

DRAFT

EXHIBIT “B”
“PRICE PROPOSAL”

All Price Sheets submitted in proposal are included in Exhibit B, however, Contract 24-1003134 has been awarded the following categories: 4 and 10B.



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

RFP No. 23-1003018

SUSTAINABILITY PLANNING

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate
Project Management			
Matt Raimi	Principal	Strategic Advisor	\$275
Eric Yurkovich	Principal	Principal-in-Charge and Project Manager	\$275
Simran Malhotra	Principal	Strategic Advisor	\$275
Walker Wells	Principal	Strategic Advisor	\$275
Planning			
Chris Sensenig	Associate	Project Manager	\$225
Troy Reinhalter	Associate	Project Manager	\$215
Melissa Stark	Senior Planner	Deputy Project Manager	\$190
Meghan McNulty	Senior Planner	Deputy Project Manager	\$190
Sami Taylor	Senior Planner	Deputy Project Manager	\$190
Juan Reynoso	Senior Planner	Deputy Project Manager	\$190
Robyn Wong	Intermediate Planner	Project Support	\$175
Michelle Hernandez	Planner	Project Support	\$140
George Karam	Planner	Project Support	\$140
Sasha Cheechov	Planner	Project Support	\$140
Sarah Perez	Planner	Project Support	\$140

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
TBD based on the project scope of work	\$	\$
	\$	\$
TOTAL	\$	\$

Raimi + Associates

Proposer

Signature of Authorized Person
24-1003134

11/30/23

Date

Page 4 of 4



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

RFP No. 23-1003018

REGIONAL EARLY ACTION PLANNING 2.0 PROGRAMS

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate
Project Management			
Simran Malhotra	Principal	Strategic Advisor	\$275
Ron Whitmore	Principal	Strategic Advisor	\$275
Eric Yurkovich	Principal	Principal-in-Charge and Project Manager	\$275
Planning			
Alessandra Lundin	Associate	Project Manager	\$215
Chris Sensenig	Associate	Project Manager	\$215
Antara Tandon	Senior Planner	Deputy Project Manager	\$190
Melissa Stark	Senior Planner	Deputy Project Manager	\$190
Meghan McNulty	Senior Planner	Deputy Project Manager	\$190
Juan Reynoso	Senior Planner	Deputy Project Manager	\$190
Wenhao Wu	Senior Planner/GIS Specialist	Project Support	\$190
George Karam	Planner	Project Support	\$140
Sarah Perez	Planner	Project Support	\$140
Sasha Cheechov	Planner	Project Support	\$140
Michelle Hernandez	Planner	Project Support	\$140
Christian Ledezma	Intermediate Graphic Designer	Project Support	\$125

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
TBD based on the final project scope of work		
TOTAL		\$

Raimi + Associates

Proposer

Signature of Authorized Person

11/30/23

Date

Additional Information

GENERAL POLICY COMMITTEE ATTENDANCE RECORD – 2024

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Dawn Rowe Board of Supervisors				X								
Curt Hagman Board of Supervisors		X	X	X								
Joe Baca, Jr. Board of Supervisors			X	X								
Paul Cook Board of Supervisors		X	X	X								
Art Bishop Town of Apple Valley		X	X	X								
Ray Marquez City of Chino Hills		X	X	X								
Frank Navarro City of Colton		X	X	X								
Acquanetta Warren City of Fontana			X	X								
Larry McCallon City of Highland		X	X	X								
Alan Wapner City of Ontario												
Debra Jones City of Victorville			X	X								
Rick Denison Town of Yucca Valley		X	X	X								

Communication: Attendance (Additional Information)

X = Member attended meeting.
Shaded box = No meeting.

* = Alternate member attended meeting.

Empty box = Member did not attend meeting.

Crossed out box = Not a Board Member at the time.

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist Board Members and partners as they participate in deliberations at Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. Staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CPUC	California Public Utilities Commission
CSAC	California State Association of Counties
CTA	California Transit Association
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DEMO	Federal Demonstration Funds
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report (California)
EIS	Environmental Impact Statement (Federal)
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds

Acronym List

MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PSE	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
S RTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 st Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments



MISSION STATEMENT

Our mission is to improve the quality of life and mobility in San Bernardino County. Safety is the cornerstone of all we do.

We achieve this by:

- Making all transportation modes as efficient, economical, and environmentally responsible as possible.
- Envisioning the future, embracing emerging technology, and innovating to ensure our transportation options are successful and sustainable.
- Promoting collaboration among all levels of government.
- Optimizing our impact in regional, state, and federal policy and funding decisions.
- Using all revenue sources in the most responsible and transparent way.

Approved December 4, 2019