

AGENDA

Board of Directors Metro Valley Study Session

December 11, 2025

*****Start Time: 9:20 AM*****

Location

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

TELECONFERENCING WILL BE AVAILABLE AT THE FOLLOWING LOCATION:

Hesperia City Council Chambers
9700 Seventh Avenue
Hesperia, CA 92345

Board of Directors

Valley Representatives

Study Session Chair

Helen Tran, Mayor
City of San Bernardino

Study Session Vice-Chair

Jesse Armendarez, Supervisor
Second District

Eunice Ulloa, Mayor
City of Chino

Ray Marquez, Vice Mayor
City of Chino Hills

Frank Navarro, Mayor
City of Colton

Acquanetta Warren, Mayor
City of Fontana

Bill Hussey, Mayor
City of Grand Terrace

Larry McCallon, Mayor Pro Tem
City of Highland

Ronald Dailey, Mayor Pro Tem
City of Loma Linda

John Dutrey, Mayor
City of Montclair

Alan Wapner, Mayor Pro Tem
City of Ontario

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Mario Saucedo, Mayor
City of Redlands

Joe Baca, Mayor
City of Rialto

Rudy Zuniga, Mayor Pro Tem
City of Upland

Judy Woolsey, Council Member
City of Yucaipa

Mountain/Desert Representatives

Daniel Ramos, Mayor Pro Tem
City of Adelanto

Art Bishop, Council Member
Town of Apple Valley

Timothy Silva, Mayor
City of Barstow

Rick Herrick, Council Member
City of Big Bear Lake

Josh Pullen, Council Member
City of Hesperia

Janet Jernigan, Mayor
City of Needles

Daniel Mintz, Sr., Mayor Pro Tem
City of Twentynine Palms

Vacant
City of Victorville

Rick Denison, Council Member
Town of Yucca Valley

County Board of Supervisors

Paul Cook, *First District*

Curt Hagman, *Fourth District*

Dawn Rowe, *Third District*

Joe Baca, Jr., *Fifth District*

Ex-Officio Member – Catalino Pining, Caltrans
Carrie Schindler, Executive Director
Julianna Tillquist, General Counsel

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

AGENDA

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**Hesperia City Council Chambers
9700 Seventh Avenue
Hesperia, CA 92345**

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 <i>“Meeting Procedures”</i> and agenda explanations are attached to the end of this agenda.
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CALL TO ORDER

(Meeting Chaired by Jesse Armendarez)

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

Public Comment

Brief Comments from the General Public

Possible Conflict of Interest Issues

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

1. Information Relative to Possible Conflict of Interest

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

This item is prepared for review by Board of Directors and Committee Members.

INFORMATIONAL ITEMS

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

2. Project Delivery Contract Change Orders to On-Going Contracts

Pg. 11

Receive and file Change Order Report.

Presenter: Kristi Lynn Harris

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

DISCUSSION ITEMS

Discussion - Project Delivery

3. Annual Right-of-Way Acquisition Updates

Pg. 16

Receive and file the updated list of right-of-way property acquisitions for Project Delivery Department and Transit and Rail Department projects, which includes changes to the Board of Directors authorized property lists and provides the current listing of San Bernardino County Transportation Authority Eminent Domain actions.

Presenter: Tracy Escobedo

A companion item is scheduled for review by the Mountain/Desert Policy Committee on December 12, 2025.

4. Interstate 10 Mount Vernon Avenue Interchange Improvement Project Amendment No. 5 to Contract No. 18-1001869 with Kimley-Horn and Associates, Inc.

Pg. 38

That the following be reviewed and recommended for final approval by the Board of Directors, acting as the San Bernardino County Transportation Authority, at a regularly scheduled Board meeting:

A. Approve Amendment No. 5 to Contract No. 18-1001869 with Kimley-Horn and Associates, Inc., for the Interstate 10 Mount Vernon Avenue Interchange Improvement Project, amending the scope of work and increasing the contract value by \$288,474.00, for a new not-to-exceed amount of \$4,820,592.50 to be funded with Measure I Valley Interchange Program funds and City of Colton funds.

B. Approve an eighteen-month time extension for Contract No. 18-1001869 with Kimley-Horn and Associates, Inc., to extend the expiration date to December 31, 2029.

Presenter: Juan Lizarde

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

5. Contract 25-1003335 for Construction Management Services for the Highland/Redlands Regional Gap Connector Project

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That the following be reviewed and recommended for final approval by the Board of Directors, acting as the San Bernardino County Transportation Authority (SBCTA), at a regularly scheduled Board meeting:

A. Authorize the Executive Director, or her designee, to execute Contract No. 25-1003335 to FCG Consultants, Inc., in a not-to-exceed amount of \$897,312.18, for Construction Management Services for the Highland/Redlands Regional Gap Connector Project (Project), for a two-year term, through December 31, 2027 to be funded with Measure I Valley Arterial, City of Highland and City of Redlands funds upon the execution the Cooperative Agreements with each City, and subject to approval as to form by SBCTA General Counsel.

Agenda Item No. 5 (cont.)

B. Approve a contingency budget of \$89,731 for Contract No. 25-1003335, which would be released by the Department Director as necessary in compliance with SBCTA Contracting and Procurement Policy No. 11000 VIII.B.6 to be funded with Measure I Valley Arterial, City of Highland and City of Redlands funds.

Presenter: Jeffery Hill

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

6. RFP for Express Lanes Tree Mitigation Project on Interstate 15 from Cantu Galleano Road to Duncan Canyon Road Pg. 112

That the following be reviewed and recommended for final approval by the Board of Directors, acting as the San Bernardino County Transportation Authority, at a regularly scheduled Board meeting:

Authorize the release of Request for Proposals No. 26-1003402 for Final Design and Construction Support for the Express Lanes Tree Mitigation Project on Interstate 15 from Cantu Galleano Road to Duncan Canyon Road.

Presenter: Jeffery Hill

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

7. Interstate 15 Corridor Freight and Express Lanes Amendment No. 1 to Construction and Maintenance Agreement 23-1002938 with Southern California Regional Rail Authority Pg. 126

That the following be reviewed and recommended for final approval by the Board of Directors, acting as the San Bernardino County Transportation Authority (SBCTA), at a regularly scheduled Board meeting:

Approve Amendment No. 1 to Construction and Maintenance Agreement No. 23-1002938 between Southern California Regional Rail Authority and SBCTA for the construction and maintenance of Interstate 15 Corridor Freight and Express Lanes Project at the Rochester Avenue Overhead, increasing the contract amount by \$484,360 for a revised contract total of \$1,632,485 to be funded with Measure I Valley Freeway Program funds.

Presenter: David Tan

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

Discussion - Express Lanes

8. I-10 and I-15 Express Lanes - Contract No. 26-1003359 for Traffic and Revenue Services Pg. 136

That the following be reviewed and recommended for final approval by the Board of Directors, acting as the San Bernardino County Transportation Authority (SBCTA), at a regularly scheduled Board meeting:

A. Approve Contract No. 26-1003359 to CDM Smith, Inc., in a not-to-exceed amount of \$500,000 for Traffic and Revenue Services for the Interstate 10 and Interstate 15 Express Lanes for a three-year term through December 31, 2028, with two one-year options in an amount not-to-exceed \$150,000 per one-year term for a total not-to-exceed amount of \$800,000 to be funded with Measure I Valley Freeway funds.

Agenda Item No. 8 (cont.)

B. Approve a contingency budget of \$50,000 for Contract No. 26-1003359, which would be released by the Department Director, as necessary, in compliance with SBCTA Contracting and Procurement Policy No. 11000, to be funded with Measure I Valley Freeway funds.

Presenter: John Meier

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

Discussion - Regional/Subregional Planning

9. Projects being considered for Caltrans partnerships on Senate Bill 1 competitive grants for 2026 Cycle 5 and applications submitted for Caltrans Sustainable Transportation Planning Grants

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Receive information on two sets of grant funding applications submitted to the California Department of Transportation (Caltrans):

1. Partnership applications for two Senate Bill 1 Cycle 5 Trade Corridor Enhancement Program (TCEP) projects as listed below.
 - a. Interstate 15 Cajon Pass Northbound Truck Climbing Lane Extension. (TCEP)
 - b. State Route 18 Corridor Freight, Safety, and Zero-Emission Project, US 395 to the Los Angeles County Line. (TCEP)
2. Two applications for the Fiscal Year 2025/2026 Caltrans Sustainable Transportation Planning Grants:
 - a. Advanced Signal and Transit Technology for San Bernardino Valley Priority Transit and Smart Corridors.
 - b. Active360: San Bernardino County Transportation Authority's Integrated Active Transportation Framework.

Presenter: Steve Smith

This item is scheduled to be presented to the Mountain/Desert Policy Committee on December 12, 2025.

Comments from Board Members

Brief Comments from Board Members

ADJOURNMENT

Additional Information

Attendance
Acronym List
Mission Statement

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The next Metro Valley Study Session meeting is scheduled for January 15, 2026.

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. A designated area is reserved with a microphone that is ADA accessible for public speaking. A designated section is available for wheelchairs in the west side of the boardroom gallery. 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 the office is located at 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA.

Service animals are permitted on SBCTA's premises. The ADA defines service animals as dogs or miniature horses that are individually trained to do work or perform tasks for people with disabilities. Under the ADA, service animals must be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work, or the individual's disability prevents using these devices. In that case, the individual must maintain control of the animal through voice, signal, or other effective controls.

Members of the Board of Directors and any Policy Committee with a disability may participate in any meetings of their respective legislative bodies by remote participation as a reasonable accommodation in accordance with Government Code Sec. 54953(c).

Accesibilidad y asistencia en otros idiomas - Las personas con discapacidad pueden acceder a la sala de reuniones. Se reserva una zona designada con un micrófono accesible que cumple con los requisitos de la ADA para hablar en público. Una sección designada está disponible para sillas de ruedas en el lado oeste de la galería de la sala de reuniones. Si se necesitan dispositivos de ayuda auditiva, otras ayudas auxiliares o servicios de asistencia en otros idiomas para participar en la reunión pública, las solicitudes deben presentarse al Secretario de la Junta al menos tres (3) días hábiles antes de la fecha de la reunión de la Junta. Puede comunicarse con el Secretario llamando al (909) 884-8276 o enviando un correo electrónico a clerkoftheboard@gosbcta.com. La oficina se encuentra en 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA.

Los animales de servicio están permitidos en las instalaciones de SBCTA. La ADA define a los animales de servicio como perros o caballos miniatura que son entrenados individualmente para hacer trabajo o realizar tareas para personas con discapacidades. Según la ADA, los animales de servicio deben tener un arnés o ser atados, a menos que estos dispositivos interfieran con el trabajo del animal de servicio, o que la discapacidad de la persona impida el uso de estos dispositivos. En ese caso, la persona debe mantener el control del animal a través de su voz, señales u otros controles efectivos.

Los miembros de la Junta Directiva y de cualquier Comité de Políticas que tengan una discapacidad podrán participar en cualquier reunión de sus respectivos órganos legislativos mediante participación remota como una adaptación razonable de conformidad con el artículo 54953(c) del Código de Gobierno.

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. 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 2:00 pm the day before the meeting in order to allow sufficient time to distribute the information. Written information received after the 2:00 pm deadline will not be distributed. 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 from any members of the public who haven't already commented on the item during the meeting.

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” and “Agenda Actions”, 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: *December 11, 2025*

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 \$500 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
4	18-1001869-05	Kimley-Horn and Associates, Inc. <i>Darren Adrian</i> <i>Jason Valencia, Assistant</i>	Value Management Strategies, Inc. T. Y. Lin International Guida Surveying ICF Jones & Stokes Geocon Fehr & Peers Associates Epic Land Solutions, Inc. Arellano Associates
5	25-1003335	FCG Consultants, Inc. <i>Maha Alfakhouri</i> <i>A.B. Fakhouri</i>	Pacific Pros, Inc. G3 Quality, Inc. CL-S Surveying, Inc. ZT Consulting Group, Inc.
8	26-1003359	CDM Smith, Inc. <i>Christopher Mwalwanda</i>	Economic & Planning Systems, Inc.

Financial Impact:

This item has no direct impact on the budget.

Reviewed By:

This item is prepared for review by Board of Directors and Committee Members.

Responsible Staff:

Kristi Lynn Harris, Director of Project Delivery and Express Lanes

Approved
Board of Directors Metro Valley Study Session
Date: December 11, 2025

Witnessed By:

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

Minute Action

AGENDA ITEM: 2

Date: *December 11, 2025*

Subject:

Project Delivery Contract Change Orders to On-Going Contracts

Recommendation:

Receive and file Change Order Report.

Background:

San Bernardino County Transportation Authority (SBCTA) Department of Project Delivery and Express Lanes has 15 on-going construction contracts, of which five have had Construction Change Orders (CCO) approved since the last reporting to the Board of Directors Metro Valley Study Session on November 13, 2025. The CCOs are listed below:

A. Contract No. 19-1002196 with Security Paving Company, Inc., for the State Route (SR) 60 Central Avenue Interchange Project: There are no newly executed CCOs since last report.

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

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

D. Contract No. 17-1001617 with TransCore, LP for Toll Services Provider.

1) CCO 26: Key Performance Indicator update No. 2. (-\$30,000)

E. Contract No. 23-1002869 with SEMA Construction, Inc., for the I-10 Eastbound Truck Climbing Lane:

1) CCO 21: Steel plates for concrete barrier. (\$20,000)

2) CCO 22: Joint seal. (\$30,000)

3) CCO 23: Deck drain modification. (\$18,000)

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

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

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

I. Contract No. 23-1002919 with Griffith Company, for the Metrolink Active Transportation Program Phase II Project: There are no newly executed CCOs since last report.

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

1) CCO 79: Crane mobilization and standby for bridge demolition. (\$468,376.36)

Entity: San Bernardino County Transportation Authority

Board of Directors Metro Valley Study Session Agenda Item

December 11, 2025

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K. Contract No. 24-1003027 with CT&T Concrete Paving, Inc., for the SR 210 Waterman Avenue Interchange Project:

- 1) CCO 3.1: Additional funds for partnering. (\$6,000)
- 2) CCO 13: Unanticipated electrical changes. (\$20,520.94)

L. Contract No. 23-1002955 with SEMA Construction, Inc., for the I-215 University Parkway Interchange Project:

- 1) CCO 1: Federal trainee program. (\$4,800)
- 2) CCO 9: Department of Water Resources related modifications. (\$0)
- 3) CCO 14: Resident Engineer's office deduction. (-\$20,000)
- 4) CCO 18: Survey deduction. (-\$12,577.03)

M. Contract No. 23-1003032 with Skanska-Coffman a Joint Venture, for the Interstate 15 (I-15) Corridor Freight and Express Lanes Project – Contract 1: There are no newly executed CCOs since last report.

N. Contract No. 24-1003059 with Mariposa Landscapes, Inc., for the I-10 Alabama Street Establish Existing Planting Project: There are no newly executed CCOs since last report.

O. Contract No. 22-1002780 with Skanska USA Civil West California District, Inc., for the North 1st Avenue Bridge over BNSF Project: There are no newly executed CCOs since last report.

Financial Impact:

This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026, as all CCOs are within previously approved contingency amounts under: Task No. 0830 Interchange Projects and Task No. 0820 Freeway Projects, Sub-Task No. 0854 I-10 Eastbound Truck Climbing Lane, Sub-Task No. 0897 I-10 Cedar, Sub-Task No. 0814 SR 210 Waterman Avenue, and Sub-Task No. 0853 I-215 University Parkway.

Reviewed By:

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

Responsible Staff:

Kristi Lynn Harris, Director of Project Delivery and Express Lanes

Approved
Board of Directors Metro Valley Study Session
Date: December 11, 2025

Witnessed By:

Project Delivery Contracts Executed Change Orders		
Number	Description	Amount
SR 60 Central Avenue Interchange (19-1002196)		
Number	Description	Amount
	CCO Total	\$1,716,074.61
	Approved Contingency	\$2,912,039.00
	Remaining Contingency	\$1,195,964.39
I-215 Segments 1, 2 & 3 Establish Existing Planting (19-1002026)		
Number	Description	Amount
	CCO Total	\$155,202.19
	Approved Contingency	\$1,451,300.00
	Remaining Contingency	\$1,296,097.81
I-10 Corridor Contract 1 (17-1001599)		
Number	Description	Amount
	CCO Total	\$17,117,174.20
	Approved Contingency	\$51,369,000.00
	Remaining Contingency	\$34,251,825.80
Toll Service Provider (17-1001617)		
Number	Description	Amount
26	Key performance indicator update No. 2.	(\$30,000.00)
	CCO Total	\$3,965,315.76
	Approved Contingency	\$5,896,500.00
	Remaining Contingency	\$1,931,184.24
I-10 Eastbound Truck Climbing Lane (23-1002869)		
Number	Description	Amount
21	Steel plates for concrete barrier.	\$20,000.00
22	Joint seal.	\$30,000.00
23	Deck drain modification.	\$18,000.00
	CCO Total	\$1,188,722.17
	Approved Contingency	\$3,731,253.00
	Remaining Contingency	\$2,542,530.83
Monte Vista Avenue Grade Separation (16-1001461)		
Number	Description	Amount
	CCO Total	\$869,302.95
	Approved Contingency	\$2,498,958.60
	Remaining Contingency	\$1,629,655.65
Mount Vernon Avenue Viaduct (18-1001966)		
Number	Description	Amount
	CCO Total	\$18,857,542.10
	Approved Contingency	\$29,230,000.00
	Remaining Contingency	\$10,372,457.90
I-10 University Street Interchange Improvements (20-1002290)		
Number	Description	Amount
	CCO Total	\$1,211,725.45
	Approved Contingency	\$1,500,590.00
	Remaining Contingency	\$288,864.55

Project Delivery Contracts Executed Change Orders		
Number	Description	Amount
Metrolink Active Transportation Program Phase II Project (23-1002919)		
Number	Description	Amount
	CCO Total	\$389,074.00
	Approved Contingency	\$900,661.70
	Remaining Contingency	\$511,587.70
I-10 Cedar Avenue Improvement (22-1002784)		
Number	Description	Amount
79	Crane mobilization and standby for bridge demolition.	\$468,376.36
	CCO Total	\$1,073,997.47
	Approved Contingency	\$8,098,400.00
	Remaining Contingency	\$7,024,402.53
SR 210 Waterman Interchange Improvement Project (24-1003027)		
Number	Description	Amount
3.1	Additional funds for partnering.	\$6,000.00
13	Unanticipated electrical changes.	\$20,520.94
	CCO Total	\$232,103.39
	Approved Contingency	\$778,576.63
	Remaining Contingency	\$546,473.24
I-215 University Parkway Interchange (23-1002955)		
Number	Description	Amount
1	Federal trainee program.	\$4,800.00
9	Department of Water Resources related modifications.	\$0.00
14	Resident Engineer's office deduction.	(\$20,000.00)
18	Survey deduction.	(\$12,577.03)
	CCO Total	\$219,416.97
	Approved Contingency	\$1,129,988.00
	Remaining Contingency	\$910,571.03
I-15 Corridor Freight and Express Lanes Project - Contract 1 (23-1003032)		
Number	Description	Amount
	CCO Total	(\$565,522.60)
	Approved Contingency	\$42,785,330.00
	Remaining Contingency	\$43,350,852.60
I-10 Alabama Street Establish Existing Planting Project (24-1003059)		
Number	Description	Amount
	CCO Total	\$20,000.00
	Approved Contingency	\$119,797.20
	Remaining Contingency	\$99,797.20
North 1st Avenue Bridge Over BNSF (22-1002780)		
Number	Description	Amount
	CCO Total	\$1,546,647.90
	Approved Contingency	\$3,561,922.00
	Remaining Contingency	\$2,015,274.10

Minute Action

AGENDA ITEM: 3

Date: December 11, 2025

Subject:

Annual Right-of-Way Acquisition Updates

Recommendation:

Receive and file the updated list of right-of-way property acquisitions for Project Delivery Department and Transit and Rail Department projects, which includes changes to the Board of Directors authorized property lists and provides the current listing of San Bernardino County Transportation Authority Eminent Domain actions.

Background:

The San Bernardino County Transportation Authority (SBCTA) is responsible for the development and delivery of transportation projects. In the course of developing and delivering projects, the acquisition of public and private properties is often required to facilitate the implementation of projects. The intent of this agenda item is to inform the Board of Directors (Board) of SBCTA's success in avoiding costly litigation while acquiring property necessary for SBCTA's projects. This agenda item will also provide a listing of all properties that were approved by the Board and properties that have been added or deleted for these projects.

On January 2, 1971, Public Law 91-646 the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970," was signed into law by Congress to ensure that people whose real property is acquired, or who must move as a result of the needs of a Federal Aid project, will be treated fairly and equitably and will receive assistance in moving from the property they occupy to a location equal or better. To ensure fair and consistent treatment of property owners and those displaced as a result of the projects, SBCTA developed a Right-of-Way (ROW) Acquisition Procedures Manual compliant with all Federal and State laws, statutes, and regulations as applicable, to guide staff through the property acquisition, relocation, and disposition processes. To exercise consistent treatment of property owners, this process is utilized on all property acquisitions whether or not Federal funds are utilized.

SBCTA seeks to reach fair settlements with property owners based on the value of Just Compensation, which is derived from appraisal values. Through the acquisition process, staff is highly communicative with those affected by SBCTA's projects in order to gain a full understanding of each property owner's concerns and the factors concerning the appropriate property appraisal. While many acquisitions are either accepted based on Just Compensation, or with limited negotiations, there are situations where; due to schedule considerations, lack of property owner response, title issues on the property, or significant differences on the acquisition price; legal proceedings are required. In these cases, while negotiations with the property owners are continued, the Board conducts a Resolution of Necessity (RON) hearing to establish the need for the property, need for the project, and that a fair offer of Just Compensation has been tendered to the property owner of record.

In cases where a RON hearing occurs, the vast majority of the properties are acquired through a settlement prior to filing of litigation. Settlements occur through contracts that the SBCTA Acquisition Agent negotiates directly with property owners ('Contract' column in Table 1 on the following page), attorney settlement agreements that the court accepts or settlement agreements resulting from mediation by an unbiased third-party mediator ('Attorney' column in Table 1), or through a trial judgment ('Court' column in Table 1). Only a small proportion of properties actually go to trial to determine Just Compensation for property acquisition. Due to the cost

Entity: San Bernardino County Transportation Authority

Board of Directors Metro Valley Study Session Agenda Item

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associated with litigation, it is generally in SBCTA's best interest, and in the best interest of property owners, to settle on a fair determination of Just Compensation for the real property interests prior to trial. In an effort to meet the schedule and budget, and to follow State and Federal requirements, staff remains committed to practicing fair and equitable treatment of those impacted by SBCTA's projects. The following table is an update to one previously provided to the Metro Valley Study Session in December 2024, showing the current status and number of properties acquired for SBCTA's projects and the ultimate disposition as to how a settlement was reached. To summarize, approximately 60% of all property acquisitions occur without a RON, and an overall 99.67% are acquired without going to trial.

Table 1

Project	Properties/Parcels						
	Number Acquired	Acquired with no RON Hearing	Resolution of Necessity (RON)				
			Total	Litigation/ Pending Cases	Settlement Type		
					Contract	Attorney	Court
Interstate 10 Tippecanoe Avenue Interchange (Caltrans performed ROW acquisition and eminent domain)	63	36	27	0	9	16	2
Interstate 15/Interstate 215 Devore Interchange (SBCTA performed ROW acquisition and Caltrans performed eminent domain)	85	56	29	0	2	27	0
Interstate 215 Barton Road Interchange	37	21	16	0	7	9	0
Lenwood Road Grade Separation	35	10	25	0	17	8	0
Laurel Street Grade Separation	29	22	7	0	6	1	0
Hunts Lane Grade Separation	26	18	8	0	0	8	0
Palm Avenue Grade Separation	9	3	6	0	3	3	0
US 395 (Phase 1)	67	19	48	0	25	23	0
State Route 210 Base Line/ Lane Addition*	25	21	4	0	1	3	0
State Route 60 Archibald*	6	0	6	0	0	5	1
State Route 60 Central*	6	1	5	0	2	3	0

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Project	Properties/Parcels						
	Number Acquired	Acquired with no RON Hearing	Resolution of Necessity (RON)				
			Total	Litigation/ Pending Cases	Settlement Type		
					Contract	Attorney	Court
Interstate 10 Corridor*	183	128	55	0	27	28	0
Mount Vernon Viaduct*	40	30	10	0	8	2	0
Interstate 10 Cedar*	31	19	12	1	9	2	0
Interstate 215 University Parkway*	5	3	2	0	0	2	0
I-10 Mount Vernon Avenue*	3	0	3	2	0	1	0
Interstate 10 Corridor Phase 2	33	33	0	0	0	0	0
US 395 Phase 2 *	46	16	30	18	6	0	0
West Valley Connector Project *	181	71	110	10	46	54	0
Redlands Passenger Rail Project	62	41	21	0	21	0	0
Rancho Siding Project (SCORE)	3	3	0	0	0	0	0
Total	975	551	424	31	179	180	3

*Still in progress

The second part of this agenda item is to provide the Board with a complete listing of properties (shown above) that were approved by the Board for these various projects, including added or deleted properties. Projects with ROW acquisition requirements are taken before the Board and approved with the following language:

“Authorize staff to appraise properties identified in Table __ and to make offers of Just Compensation to the property owners for the acquisition of property necessary for the XXX (Project); and”

“Authorize the Director of Project Delivery to add or delete parcels in Table __ as the Director of Project Delivery determines necessary for the Project.” Or

“Authorize the Director of Transit and Rail Programs to add or delete parcels in Table __ as the Director determines necessary for the Project.”

During the course of project development, minor changes to a project's ROW requirements may occur due to design refinements, construction staging revisions, or utility relocation requirements. SBCTA typically tries to minimize the property impacts on every project, but often the identified list of properties occurs relatively early in the final design and ROW phases, which is why there can be changes to these requirements as the project progresses.

San Bernardino County Transportation Authority

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Attached are the tables with lists for projects which have been previously approved by the Board. While some projects have had additions or deletions from what was originally approved by the Board, others have had no changes.

Annually, complete listings of Board approved property acquisitions, including added or deleted properties, will be provided to the Metro Valley Study Session, and/or the Mountain/Desert Policy Committee, as well as the Board unless otherwise requested.

Financial Impact:

This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

Reviewed By:

A companion item is scheduled for review by the Mountain/Desert Policy Committee on December 12, 2025.

Responsible Staff:

Tracy Escobedo, Management Analyst II

Approved
Board of Directors Metro Valley Study Session
Date: December 11, 2025

Witnessed By:

San Bernardino County Transportation Authority

I-10 Corridor Contract 1 Project Parcel Listing
Approved
Board of Directors
July 12, 2017

ASSESSOR PARCEL NUMBER (APN)	OWNER	CURRENT LAND USE
0108-381-23	MANEK HOLDINGS, LLC	COMMERCIAL
0108-381-30	MISTY LAKE PROPERTIES LP	COMMERCIAL
0108-381-32	REGENCY INN ONTARIO, LLC	HOTEL
0108-382-07	KSKB HOLDINGS LLC	MOBILE HOME PARK
0108-501-43	CUBE SMART LP	COMMERCIAL
0108-501-46	W & W ONTARIO PARTNERS LLC	COMMERCIAL
0110-144-63	ML CASA III LP	MULTI FAMILY RESIDENTIAL
0110-144-68	AMBERWOOD VILLAGE	MULTI FAMILY RESIDENTIAL
0110-172-03	CITY OF ONTARIO	FIRE DEPARTMENT
0110-172-09	DE BERARD CHARLES & HELEN TR 6-21- 8	COMMERCIAL
0110-172-10	HP LODGING LLC	MOTEL
0110-181-19	1600 E 4TH STREET LLC	COMMERCIAL
0110-191-33	DS HOTEL INVESTMENTS INC	HOTEL
0110-191-43	ML CASA III LP	MULTI FAMILY RESIDENTIAL
0110-202-22	GUEREQUE NORMA A	RESIDENTIAL
0110-202-23	AGUIRRE NICOLAS & IRMA R	RESIDENTIAL
0110-202-24	PADILLA JOSE A SALVADOR JUANITA	RESIDENTIAL
0110-202-46	SALEHRABI SHAY S	VACANT
0110-311-52	CRAIG DEVELOPMENT CORP	VACANT
0110-311-53	CRAIG DEVELOPMENT CORP	VACANT
0110-311-54	CRAIG DEVELOPMENT CORP	VACANT
0110-311-55	CRAIG DEVELOPMENT CORP	VACANT
0110-321-12	PADASH INC	COMMERCIAL
0110-321-70	CRAIG DEVELOPMENT CORP	VACANT
0110-321-71	CRAIG DEVELOPMENT CORP	VACANT
0110-321-72	CRAIG DEVELOPMENT CORP	VACANT
0110-321-78	CRAIG DEVELOPMENT CORP	VACANT
0110-311-55	CRAIG DEVELOPMENT CORP	VACANT
0110-351-08	MARTINEZ JUAN	RESIDENTIAL
0110-375-01	PINEDA JOSE MOLINA	RESIDENTIAL
0110-375-02	FOREMAN KENNETH W SR & ERICA L	RESIDENTIAL
0110-375-03	CAMPBELL DANIEL & COREY	RESIDENTIAL
0110-375-04	HERNANDEZ EDHY I	RESIDENTIAL
0110-375-05	COURSEY WALTER L & CHERYL L	RESIDENTIAL
0110-375-06	SANTANA CARLOS H	RESIDENTIAL
0110-375-07	GODINEZ LEONEL GODINEZ ELIDA	RESIDENTIAL
0110-375-08	MALDONADO JORGE	RESIDENTIAL
0110-375-09	SWEIDAN GREGORY B & MARIA	RESIDENTIAL
0110-375-10	GUTIERREZ GABRIEL GUTIERREZ ORALI	RESIDENTIAL
0110-375-11	CUEVA DEANN & JUAN	RESIDENTIAL
0110-375-12	CULWELL DONALD L SR AND IRENE	RESIDENTIAL
0110-381-01	GAMBIO FAMILY TRUST 1/24/97	RESIDENTIAL
0110-381-02	THOMAS KADER R	RESIDENTIAL
0110-381-03	CHEN WEN TU & AMANDA YU FANG	RESIDENTIAL
0110-422-01	CORTEZ EFRAIN	RESIDENTIAL
0110-422-02	PEDROZA SERGIO & RAQUEL	RESIDENTIAL
0110-422-03	TORRES ARMANDO & MARIA ARMEN	RESIDENTIAL
0110-422-04	CRINER JAMES CHARLES	RESIDENTIAL
0110-422-05	DAGOBERTO PINEDA	RESIDENTIAL
0110-422-06	ALCALA GUADALUPE & CARMEN	RESIDENTIAL
0110-422-07	CORTEZ RAMOS JOSE M ESQUIVEL UILLERMINA	RESIDENTIAL
0110-422-08	TAMAYO MARIA M TAMAYO ONATHON	RESIDENTIAL
0110-422-09	GARCIA JESUS	RESIDENTIAL
0110-422-10	HERNANDEZ SALVADOR HERNANDEZ ALBERTO	RESIDENTIAL
0110-422-11	JUANMOLINA TR	RESIDENTIAL
0110-422-12	CEJA JANET	RESIDENTIAL
0110-422-13	PURDY MARGARET E TR	RESIDENTIAL
0110-422-14	LUCAS JUAN T CARRIZALES LORIA RODRIGUE	RESIDENTIAL
0110-422-15	STANSBURY JOHN JR & BRENDA	RESIDENTIAL
0110-422-16	MARTINEZ MARICELA	RESIDENTIAL
0110-422-17	PEASE STEVEN D & CHRISTINA D	RESIDENTIAL
0110-422-18	GONZALES GILBERT M & ROSA L FAM TRU	RESIDENTIAL
0110-422-19	ELIZONDO FRANCISCA	RESIDENTIAL
0110-422-20	FERRERI GARY S	RESIDENTIAL
0110-422-21	FLORES GONZALO ANDRADE HERNANDEZ LAURA	RESIDENTIAL
0110-422-22	JOSE FRANCISCO AGUILAR	RESIDENTIAL
0110-422-23	AVILA JOSE ISABEL	RESIDENTIAL
0110-422-24	ALLENDE MIGUEL & JUANA (SP-IGUEL)	RESIDENTIAL
0110-422-25	VEGA OCTAVIO S & ROSA P	RESIDENTIAL
0210-191-13	SEDONA COURT ADJACENT LLC	COMMERCIAL
0210-191-15	AP-TRANSPARK LLC	COMMERCIAL
0210-191-16	REXFORD INDUSTRIAL REALTY, LP	COMMERCIAL
0210-192-21	ONTARIO AIRPORT BUSINESS CENTER LLC	COMMERCIAL
0210-192-22	ONTARIO AIRPORT BUSINESS CENTER LLC	VACANT
0210-192-23	ONTARIO AIRPORT BUSINESS CENTER LLC	VACANT
0210-192-24	ONTARIO AIRPORT BUSINESS CENTER LLC	VACANT
0210-193-20	SOUTHWEST REGIONAL COUNCIL OF CARPEN	SCHOOL/PARK
0210-211-50	PLAZA CONTINENTAL GROUP, LLC	COMMERCIAL
0210-212-20	HEARTHSTONE PROPERTIES POMONA	INDUSTRIAL
0210-212-28	LARO PROPERTIES LP	COMMERCIAL
0210-212-29	CITIZENS BUSINESS BANK	COMMERCIAL
0210-212-30	CITIZENS BUSINESS BANK	COMMERCIAL
0210-212-31	CITIZENS BUSINESS BANK	COMMERCIAL
0210-212-32	501 PONDEROSA LLC	INDUSTRIAL
0210-212-47	LBA RV-COMPANY, LLC	INDUSTRIAL

0210-212-55	ONTARIO REAL PROPERTY HOLDINGS LLC	COMMERCIAL
0210-212-60	PRIME A INVESTMENTS LLC	VACANT
0210-551-01	CARVANA	VACANT
0210-551-09	DLR HOLDINGS 4 LLC	OFFICE
0210-551-12	CENTRELAKE HOSPITALITY INC	HOTEL
0210-551-13	OSAKA-PANDA ONTARIO LTD	COMMERCIAL
0210-551-14	CHAMPANA DEVELOPMENT GROUP	COMMERCIAL
0210-551-16	W E ONTARIO LLC	COMMERCIAL
0238-041-30	ZELMAN-ONTARIO LLC	COMMERCIAL
0238-051-39	PANCAL-ONTARIO PHASE TWO 255 LG	COMMERCIAL
0238-051-40	PANCAL-ONTARIO PHASE TWO 255 LLC	COMMERCIAL
1008-181-07	5060 MONTCLAIR PLAZA LANE HOLDINGS L	COMMERCIAL
1008-191-01	5060 MONTCLAIR PLAZA LANE HOLDINGS L	COMMERCIAL
1008-191-04	5060 MONTCLAIR PLAZA LANE HOLDINGS L	COMMERCIAL
1008-191-05	CITY OF MONTCLAIR	CHANNEL
1008-201-01	MORENO STREET PROP LLC	COMMERCIAL
1008-201-20	BLANCHE CAHVIN FAMILY LTD PARTNERSHIP	COMMERCIAL
1008-201-22	MONTCLAIR PLAZA PARTNERS, LLC	COMMERCIAL
1008-211-05	CANBEMORE, LLC	INDUSTRIAL
1008-211-06	MORENO ST LLC	COMMERCIAL
1008-211-04	BBNE INVESTMENTS MONTCLAIR, LLC	COMMERCIAL
1008-211-07	BBNE INVESTMENTS MONTCLAIR, LLC	COMMERCIAL
1008-231-08	DEJAGER FAMILY TRUST 12/8/00	COMMERCIAL
1008-231-24	MKP HOSPITALITY INC	HOTEL
1008-242-07	CT RETAIL PROPERTIES FINANCE II C	COMMERCIAL
1008-261-10	WITT VIRGINIA R WITT DARWIN E	COMMERCIAL
1008-261-45	CHURCH OF CHRIST INLAND VALLEY INC	CHURCH
1008-272-08	MOUNTAIN SIXTH ASSOCIATES LLC	COMMERCIAL
1008-283-31	BERNAL ARMANDO & MARIA R	RESIDENTIAL
1008-283-32	MARTIN, BENEDICTO & RUBY T	RESIDENTIAL
1008-301-25	OBREGON FRANCISCO A & ROSA A	RESIDENTIAL
1008-301-26	COVERT FAMILY LIVING TRUST (09/03/02)	RESIDENTIAL
1008-301-27	SBCTA-OWNED	RESIDENTIAL
1008-301-28	KENNON SHARON	RESIDENTIAL
1008-301-34	RYNEER JAMES	RESIDENTIAL
1008-301-35	SBCTA-OWNED	RESIDENTIAL
1008-311-01	MAKI DONALD	RESIDENTIAL
1008-311-04	MALETTO ANNETTE R	RESIDENTIAL
1008-311-05	GABRIEL ALEJANDRE & KAREN ALEJANDRE	RESIDENTIAL
1008-311-06	CITY OF MONTCLAIR	PARK
1008-311-16	PENIEL CHURCH	CHURCH
1008-311-17	CITY OF MONTCLAIR	PARK
1008-311-18	CITY OF MONTCLAIR	PARK
1008-311-19	COX COMMUNICATIONS PCS LP	PARK
1008-331-07	FORMOSA RENTALS LLC	COMMERCIAL
1008-331-08	9645 ASahi LLC	COMMERCIAL
1008-331-16	PACIFIC MONTE VISTA, LP	COMMERCIAL
1008-341-08	PACIFIC MONTE VISTA, LP	COMMERCIAL
1008-332-03	CITY OF MONTCLAIR	COMMERCIAL
1008-332-04	PRESS ON PROPERTIES, LLC/ONTARIO NISSAN INC A & R MANAGEMENT AND DEV CO NO 3 LP BLACK STANLEY & JOYCE FAM	COMMERCIAL
1008-341-04	PRESS ON PROPERTIES, LLC/ONTARIO NISSAN INC	COMMERCIAL
1008-344-06	PRESS ON PROPERTIES, LLC/ONTARIO NISSAN INC	COMMERCIAL
1008-344-07	PRESS ON PROPERTIES, LLC/ONTARIO NISSAN INC A & R MANAGEMENT AND DEV CO NO 3 LP BLACK STANLEY & JOYCE FAM	COMMERCIAL
1008-351-07	PEACEMAKERS INTERNATIONAL; AGAPE RENEWAL MINISTRY	COMMERCIAL
1008-651-15	MONTE VISTA COUNTY WATER DISTRICT	UTILITY BUILDING
1009-142-01	THE ANDEN GROUP	MULTI FAMILY RESIDENTIAL
1009-144-43	CITY OF MONTCLAIR	LANDSCAPE
1009-153-58	CITY OF MONTCLAIR	VACANT
1009-153-60	916 DEODAR STREET LLC	MULTI FAMILY RESIDENTIAL
1047-172-02	SPANGLER, JEFFREY & DENISE FAM TR 9	RESIDENTIAL
1047-172-13	BNL LAND, LLC	RESIDENTIAL
1047-172-15	BNL LAND, LLC	RESIDENTIAL
1047-172-17	T & S ALLIED INVESTMENTS/ TZYH-DER SUN (PREV: ACOSTA ROSA H)	RESIDENTIAL
1047-172-19	WALLACE KIRK & ELENA	RESIDENTIAL
1047-192-61	HEMPHILL LEWIS E TR BIGGS CYNTHIA L TR	COMMERCIAL
1047-202-01	REED DENISE R	RESIDENTIAL
1047-202-16	MALDONADO LUIS M & BEATRIZ A	RESIDENTIAL
1047-202-17	THANH VIET LA PHAM GIANG MINH T	RESIDENTIAL
1047-202-18	FLORES ANTONIO & BLANCA	RESIDENTIAL
1047-211-01	MULLIS CHESTER JR & MARY E	RESIDENTIAL
1047-211-02	RUVALCABA MANUEL & HERMINIA	RESIDENTIAL
1047-211-06	OPRAC	MEDICAL
1047-221-28	HERNANDEZ-IRENE	RESIDENTIAL
1047-221-47	WU, ROBERT	MULTI FAMIY RESIDENTIAL
1047-221-48	CITY OF UPLAND	UTILITY
1047-231-02	PARYS HOLDINGS LLC	COMMERCIAL
1047-231-05	WSSC MANAGEMENT, LLC	COMMERCIAL
1047-243-10	BUSH, MICHAEL & SUSAN	RESIDENTIAL
1047-243-11	STEVENSON BILLIE L & DONNA C	RESIDENTIAL
1047-252-01	PEREZ, JOSE CARLOS	RESIDENTIAL
1047-252-02	RAMOS, JEANETTE R; FIERRO, MARISA N	RESIDENTIAL
1047-252-03	DELGADO JOAQUIN B & CECILIA	RESIDENTIAL
1047-252-04	RAMOS GILBERT R & EVANGELINA	RESIDENTIAL
1047-252-05	CAVALLO DONALD A	RESIDENTIAL
1047-252-08	PALICKI FAMILY TRUST 7/8/14	RESIDENTIAL
1047-252-10	ESPINOSA ERASMO JR & MARY L	RESIDENTIAL

1047-252-11	ALVIN WILSON BROWN (PREV. FLORES, ALEX RENE)	RESIDENTIAL
1047-252-12	LEE TIMOTHY RANDALL DAVID & STACI A	RESIDENTIAL
1047-252-13	MATULIONIS MARGIS & KATHLEEN	RESIDENTIAL
1047-252-18	CEJA MARY A	RESIDENTIAL
1047-252-19	HOLMES GLENN R & MARY JANE	RESIDENTIAL
1047-252-20	PRATT MARY A FAMILY PROVISIONS TR	RESIDENTIAL
1047-252-21	HALL CHRISTENSEN MARLYS G	RESIDENTIAL
1047-252-30	MCBRIDE BRIAN T & LINDA J	RESIDENTIAL
1047-252-31	SHIRELY ESTELLE	RESIDENTIAL
1047-262-11	EPPE MARY E	RESIDENTIAL
1047-262-12	MUKHTI INVESTMENT GROUP LLC	RESIDENTIAL
1047-262-26	THE STEWART GROUP	COMMERCIAL
1047-262-27	STEWART GROUP LLC THE	COMMERCIAL
1047-272-02	ADAMS JASON M & MONICA	RESIDENTIAL
1047-272-03	KOKUGA RONALD H & KAREN A	RESIDENTIAL
1047-272-04	SOTELO NORBERTO & LISA	RESIDENTIAL
1047-272-05	HAYLER DANIEL & LETICIA	RESIDENTIAL
1047-281-07	HERRERA ISIDRO R & IRENE F	RESIDENTIAL
1047-281-08	HERRERA ANTONIO JR	RESIDENTIAL
1047-281-22	GONZALEZ, JOE H	RESIDENTIAL
1047-281-23	OSBORN MARVIN & SANDRA FRAMILY TRU	RESIDENTIAL
1047-281-37	COPELAND CAROLE J LIVING TRUST - ES	RESIDENTIAL
1047-281-38	ARVIZO TILLIE IRREVOCABLE TR	RESIDENTIAL
1047-281-54	BANG, MICHAEL	RESIDENTIAL
1047-281-55	JONES CHARLES & SANDY	RESIDENTIAL
1047-281-56	CADENA MICHAEL A JR & BERENICE	RESIDENTIAL
1047-281-57	REYES DAVID J & ROSITA	RESIDENTIAL
1047-281-58	JOHN REYES AND ELIZABETH T. KOSSMAN; AND DAVID J. REYES	RESIDENTIAL
1047-292-10	L2 GROUP LLC	RESIDENTIAL
1047-293-01	CHILDERS BEVERLY TRUST 10/10/12	RESIDENTIAL
1047-294-01	NEVILLE JON PAUL & GAYLEAN	RESIDENTIAL
1047-294-02	ESPEJEL LUIS & ANGELES	RESIDENTIAL
1047-294-03	ANDRADE ALBERT A & SHEILA M	RESIDENTIAL
1047-294-04	POULTON JIM & SHARON REV TR 11/11/0	RESIDENTIAL
1047-294-15	HOTALING NICHOLE C BECERRA ALBERT	RESIDENTIAL
1047-294-16	COGNET GUY BECERRA MARYLN VELAZ	RESIDENTIAL
1047-393-15	SANCHEZ REBECCA A	RESIDENTIAL
1047-393-16	BAEZ JOSE A CERVANTES-BAEZ NORMA	RESIDENTIAL
1047-394-01	CORRALES M JONAVI	RESIDENTIAL
1047-394-02	PIRRO, WILLIAM F. III & SANDOVAL, DESERIE A.	RESIDENTIAL
1047-394-03	BRADSHAW FAMILY TRUST 7-20-00	RESIDENTIAL
1047-394-24	OJEDA MARIO	RESIDENTIAL
1047-394-25	RUIZ IRENE	RESIDENTIAL
1047-394-26	FLORES JUAN A FLORES BLANCA E	RESIDENTIAL
1047-424-01	PEREZ 2003 FAMILY TRUST	RESIDENTIAL
1047-424-02	CHEN, LI JUN; CHEN, WEN BIN	RESIDENTIAL
1047-424-03	PHAM, TRAC NGOC	VACANT
1047-424-04	SAN ANTONIO WATER CO	WELL/WATER
1047-424-05	LIMON LAMERTO & MIRNA	RESIDENTIAL
1047-424-06	MEDINA RICARDO & MARIA D	RESIDENTIAL
1047-424-61	EUCLID GARDEN PARTNERSHIP	MULTI FAMILY RESIDENTIAL
1047-431-34	ARAIN, MOHAMMAD HASSA SEP PROP FAM TR	MULTI FAMILY RESIDENTIAL
1047-443-01	ZHU HULI	VACANT /CHANNEL
1008-331-06	CRYSTAL RIDGE INVESTMENT	COMMERCIAL
1047-242-13	CITY OF ONTARIO	PUBLIC
1047-242-14	CITY OF ONTARIO	PUBLIC
1047-242-15	CITY OF ONTARIO	PUBLIC
1047-242-16	CITY OF ONTARIO	PUBLIC
1047-242-17	CITY OF ONTARIO	PUBLIC
1047-242-18	CITY OF ONTARIO	PUBLIC
1047-242-19	CITY OF ONTARIO	PUBLIC
1047-262-10	LARRY AND LETICIA SCHROEDER (PREV. COBBOLD FAMILY TRUST 2-20-03)	RESIDENTIAL
1047-411-14	MACIAS, ANA	RESIDENTIAL
1047-411-30	GONZALEZ, MARIA DE JESUS	RESIDENTIAL
1008-201-19	CHAVIN FAMILY PARTNERSHIP	COMMERCIAL
1008-371-19	GERSHMAN PROPERTIES/ LMW INVESTMENTS, ET AL	COMMERCIAL
1009-145-92	CITY OF MONTCLAIR	PUBLIC
1008-651-09	WU, XIAO BING; 2016 XIAO BING WU REVOCABLE TRUST DWAA P PETROLEUM PROPERTY, LLC (Please Note: This item was included in the July 20 Board item; however, was not included in the Initial E-76)	COMMERCIAL
0110-321-12	ONTARIO CAPITAL PARTNERS, LLC	VACANT
0210-192-18	SW ONTARIO, LLC	COMMERCIAL
0210-192-19	SW ONTARIO, LLC	COMMERCIAL
0210-192-20	SW ONTARIO, LLC	COMMERCIAL
0210-193-29 (prev 0210-193-16)	ADMINISURE (Please Note: Due to work on this property, Adminisure is added back to the list).	COMMERCIAL
0238-052-41		
0238-052-46	SHEA CENTER ONTARIO, LLC	COMMERCIAL

Notes: Per previously authorized delegation from the Board of Directors, the Director of Project Delivery can add and delete parcels as deemed necessary for the project. Stricken parcels were deleted and bolded parcels were added.

SR 210 Lane Addition and Base Line Interchange Project Parcel Listing

Approved
Board of Directors
November 1, 2017

ASSESSOR PARCEL NUMBER (APN)	OWNER	CURRENT LAND USE
1191-121-26	BOTTINI, STEVEN & BERTA LISA	RESIDENTIAL
1191-121-25	CU, DENNIS & TERESITA	RESIDENTIAL
1191-121-24	ROCHESTER, TERRESA M	RESIDENTIAL
1191-121-23	CHIEH, KATHERINE	RESIDENTIAL
1191-121-22	2015-2 IH2 BORROWER LP	RESIDENTIAL
1191-121-21	HOLLEY, MANUEL L	RESIDENTIAL
1191-121-36	DEJESUS TAVARES PEREZ, JOSE	RESIDENTIAL
1200-181-01	MDM PTS-LP	RESIDENTIAL
1200-421-02	FOCUS BASELINE, LLC	VACANT
1200-421-03		
1191-315-09		
1191-315-10	PLASENCIA, GLORIA	RESIDENTIAL
1191-294-25	WILLOW CREEK TOWNHOUSES LLC	RESIDENTIAL
1191-294-26	AGOURA WILLOWCREEK LTD	RESIDENTIAL
1201-051-16	YN PROPERTIES LLC	COMMERCIAL
1201-051-17	KOAM PROPERTY INVEST, INC	COMMERCIAL
0285-176-16	HIGHLAND AND STERLING LLC	COMMERCIAL
0290-271-07	ROBERTSON'S READY MIX	INDUSTRIAL
0290-271-08		
0290-271-02		
1191-121-34	SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT	PUBLIC
1200-181-01	CITY OF SAN BERNARDINO	
1200-461-08	ROBERT M. HACKERD TRUST	
1200-461-09		
1200-461-24		
1200-461-25		
1201-091-45	ACAA LIMITED PARTNERSHIP	COMMERCIAL

*Note: Per previously authorized delegation from the Board of Directors, the Director of Project Delivery can add and delete parcels as deemed necessary for the project. Stricken parcels were deleted.

SR 60 Archibald Project Parcel Listing
Approved
Board of Directors
September 6, 2017

ASSESSOR PARCEL NUMBER (APN)	OWNER	CURRENT LAND USE
1083-011-01	KUZINA DEVELOPMENT LLC	COMMERCIAL
1083-071-14	SHIL & MINAH PARK	INDUSTRIAL
1083-071-04	DENNYS, INC	COMMERCIAL
1083-071-26	PATEL & JOSHI HOSPITALITY CORP	COMMERCIAL
1083-071-10	GOLDEN ARCH LIMITED PARTNERSHIP	COMMERCIAL
1083-011-05	MALKHASIAN, GARY K. & MALKHASIAN, ANDREW S.	COMMERCIAL

*Notes: Per previously authorized delegation from the Board of Directors, the Director of Project Delivery can add and delete parcels as deemed necessary for the project. Bolded parcels were added.

SR 60 Central Avenue Project Parcel Listing
Approved
Board of Directors
July 11, 2018

ASSESSOR PARCEL NUMBER (APN)	OWNER	CURRENT LAND USE
1015-021-34	SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT	CHANNEL
1015-071-10		
1015-041-06	LUCRATIVE NETWORK LLC	COMMERCIAL
1015-041-07	G6 HOSPITALITY	COMMERCIAL
1015-041-12	AMTEE INVESTMENTS	COMMERCIAL
1015-301-01	ELITE DYNAMICS	COMMERCIAL
1015-271-05	THRIFTY OIL COMPANY	COMMERCIAL

Notes: Per previously authorized delegation from the Board of Directors, the Director of Project Delivery can add and delete parcels as deemed necessary for the project. Stricken parcels were deleted.

I-215 University Parkway Project Parcel Listing
 Approved
 Board of Directors
 March 4, 2020

ASSESSOR PARCEL NUMBER (APN)	OWNER	CURRENT LAND USE
0266-072-33	KAYMAZ, JIMMY	COMMERCIAL
0266-072-32	CHOI JUNGHWAN AND ELAINE	COMMERCIAL
0266-591-08	JUAN BERNARDINO SCOTTISH RITE BUILDING ASSOCIATION	COMMERCIAL
0266-561-23	G&M GAPCO, LLC	COMMERCIAL
0266-561-03	SB HOTEL NORTH	COMMERCIAL
DDA7219-01-01	CALTRANS	COMMERCIAL

*Notes: Per previously authorized delegation from the Board of Directors, the Director of Project Delivery can add and delete parcels as deemed necessary for the project. Bolded properties were added.

I-10 Cedar Avenue Interchange Improvement Project Parcel Listing
Approved
Board of Directors
December 5, 2018

ASSESSOR PARCEL NUMBER (APN)	OWNER	CURRENT LAND USE
0253-171-16	BORUCHIN , JOHN TR	VACANT
0253-211-56		
0253-201-15	NAZARI FAMILY LIVING TRUST- 6-30-99	VACANT
0253-201-16	FLORES , MARIA ESPERANZA	RESIDENTIAL
0253-201-17	CASILLAS, ANTONIO G	RESIDENTIAL
0253-201-18	PECK, JAMES M	VACANT
0253-052-23	WILLIAMS, DENNIS, R JR.	RESIDENTIAL
0253-052-24	JIMENEZ, ROBERT E & RACHEL R FAM. TR.	RESIDENTIAL
0253-052-25	ALVARADO, EDUARDO R	RESIDENTIAL
0253-052-26	BOECHE, HAROLD A TR.	RESIDENTIAL
0253-052-27		COMMERCIAL
0253-052-28	O AND R FOUR WHEEL DRIVE CENTER	
0253-052-39	HHI SAN BERNARDINO LLC	COMMERCIAL
0253-192-30		
0253-192-32	GOMES, AMANDA K	VACANT
0253-192-53	KOSS FAMILY TRUST	COMMERCIAL
0253-203-35	PEREZ, REGGIE	RESIDENTIAL
0253-203-32	RAMIREZ, RAMON	RESIDENTIAL
0253-203-36	MOJICA, HECTOR L	RESIDENTIAL
0252-161-08	LOPEZ, JAVIER O	COMMERCIAL
0252-161-09		
0252-161-10	BLOOMINGTON PARK & RECREATION DIST	PUBLIC PARK
0252-161-11	OWENS, WILLIAM H TESTAMENTARY TRUST	RESIDENTIAL
0252-161-12	CAMPGROUNDS OF AMERICA LLC	RESIDENTIAL
0252-161-36	TOMAN, MARY A TR	VACANT
0252-161-61	COFRANDESCO, LOUIS K & EVELYN LIV TR	RESIDENTIAL
0252-161-65	HAMULA, KIRK D & ORALIA Z REV TR 9-1	COMMERCIAL
0252-161-57		
0252-161-58	LOG CABIN MOBILE HOME PARK LLC	RESIDENTIAL
0253-205-01	HERNANDEZ, FREDDIE S	RESIDENTIAL
0253-205-21	DEL RIO, VICTOR M	RESIDENTIAL
0253-241-07	SECURE RV STORAGE INC.	COMMERCIAL
0253-205-23	GARCIA, ALFREDO P	RESIDENTIAL
0253-205-25	GOMEZ, GEORGE & ALICE A REV TR 12-9-	RESIDENTIAL
0253-205-26		
0253-205-27	SANCHEZ, FRANCISCO JAVIER CESENA	RESIDENTIAL
0253-205-28	COTA, GREGORIO	RESIDENTIAL
0253-205-29	GARCIA, STEVE	RESIDENTIAL
0253-205-24	JAHNKE, NATALIE C	VACANT
0253-211-50		
0254-232-05		
0253-171-07		
0253-242-44	SOUTHERN PACIFIC CO (UPRR)	COMMERCIAL

Notes: Per previously authorized delegation from the Board of Directors, the Director of Project Delivery can add and delete parcels as deemed necessary for the project. Stricken parcels were deleted.

Mount Vernon Viaduct Project Parcel Listing
Approved
Board of Directors
January 9, 2019

ASSESSOR PARCEL NUMBER (APN)	OWNER	CURRENT LAND USE
0138-174-01	FRANCISCO & ROSA LANDEROS	RESIDENTIAL
0138-174-02	JOSEPH LOPEZ	RESIDENTIAL
0138-174-05	ALBA RECINOS	RESIDENTIAL
0138-174-06	STEVEN & JULIANNE TORRIJOS	RESIDENTIAL
0138-174-07	ROBERT & MARILYN ALCANTAR	RESIDENTIAL
0138-174-08	VIVIAN TRAN	RESIDENTIAL
0138-174-11	SERGIO LOPEZ	RESIDENTIAL
0138-174-12	LUPE BECERRA & LUISA VARGAS	RESIDENTIAL
0138-174-18	ANTONIO & MARIA OCHOA	RESIDENTIAL
0138-174-20	CHRISTINE LEVARIO	RESIDENTIAL
0138-174-19	CHRISTINE LEVARIO	INDUSTRIAL
0138-174-24	MP OPPORTUNITY PARTNERS I LYC	RESIDENTIAL
0138-174-25	MARIA TORO	INDUSTRIAL
0138-174-26	JUAN CAMEY	RESIDENTIAL
0138-182-01	CHRISTOPHER MUNOZ	RESIDENTIAL
0138-182-02	LUIS SOLIS & CONSUELO DIAZ	RESIDENTIAL
0138-182-03	DESIDERIO & EULALIA TORRES	RESIDENTIAL
0138-182-04	ENRIQUE QUEZADA	RESIDENTIAL
0138-182-34	BENJAMIN GONZALES	RESIDENTIAL
0138-182-05	BENJAMIN GONZALES	INDUSTRIAL
0138-182-07	RAMON MONTECINO & REBECCA RODRIGUEZ	RESIDENTIAL
0138-182-08	RAMON MACIEL	RESIDENTIAL
0138-182-09	JUAN CHAVARIN	RESIDENTIAL
0138-182-10	ANA LOPEZ	INDUSTRIAL
0138-182-11	GUADALUPE LOPEZ	RESIDENTIAL
0138-182-12	ISIDRO LEDESMA	RESIDENTIAL
0138-182-13	VIJAY PHARAR	RESIDENTIAL
0138-182-35	AGAPITA & LEON ALVAREZ	RESIDENTIAL
0138-182-36	KINGSLEY MONTCALIR LP	RESIDENTIAL
0138-182-37	DAVID & TERESA NUNEZ	RESIDENTIAL
0138-182-38	RAUL TEJEDA	RESIDENTIAL
0138-174-22	NORA MENDOZA	RESIDENTIAL
0138-251-04	BANUELOS, NICOLAS	RESIDENTIAL
0138-251-05	ROMERO, RAMON	COMMERCIAL
0138-251-06	OBEZO, MARCO	RESIDENTIAL
0138-251-07	TORBINER, KENNETH & ASYA	RESIDENTIAL
0138-251-08	LABSVIR, ARNIA	COMMERCIAL
0138-251-09	LABSVIR, ARNIA	COMMERCIAL
0138-251-10	CORDOVA, ANDRIAN AND LAURA	RESIDENTIAL
0138-251-03	MAGANA, ARNOLDO	RESIDENTIAL
0138-181-01	OLMOS, JOSE M. & BERTHA	COMMERCIAL
0138-181-25	DESAI, MAHESHKUMAR V & ANUP	COMMERCIAL
0138-181-24	DESAI, MAHESHKUMAR V & ANUP	COMMERCIAL
0138-181-23	DESAI, MAHESHKUMAR V & ANUP	COMMERCIAL
0138-181-22	DESAI, MAHESHKUMAR V & ANUP	COMMERCIAL
0138-181-46	BRIKEN HOLDINGS, INC.	COMMERCIAL
0138-182-19	JLM ENTERPRISE	COMMERCIAL
0138-182-20	JLM ENTERPRISE	COMMERCIAL
0138-182-21	JLM ENTERPRISE	COMMERCIAL
0138-211-01	AT&SF (BNSF)	AERIAL (PUBLIC FACILITY)
0138-221-06	AT&SF (BNSF)	AERIAL (PUBLIC FACILITY)
0138-283-40	GUZMAN, ARTURO	COMMERCIAL
0138-283-16	HERNANDEZ, ERASMO	RESIDENTIAL
0138-283-17	JFM TRUST	COMMERCIAL
0138-283-18	JFM TRUST	COMMERCIAL
0138-283-13	YANEZ, MARTIN / RAMIREZ, RUBI C	RESIDENTIAL
0138-283-19	BOOKIE BOSS INC.	COMMERCIAL
0138-291-01	AGUINALDO, FERDINAND	COMMERCIAL
0138-291-48	LUISJUAN, FRANGI	RESIDENTIAL
0138-291-17	LI, BEI	RESIDENTIAL
0138-291-16	GUTIERREZ, EDUARDO	RESIDENTIAL

0138-291-02	MERUELO, ALEX	COMMERCIAL
0138-291-03	MERUELO, ALEX	COMMERCIAL
0138-291-04	MERUELO, ALEX	COMMERCIAL
0138-291-05	MERUELO, ALEX	COMMERCIAL
0138-291-19	MERUELO, ALEX	COMMERCIAL
0138-291-01	CLEAR CHANNEL (VACANT LOT)	COMMERCIAL
0138-182-21	OUTDOOR ADVERTISING (JFM PROP)	COMMERCIAL
0138-181-26	VALDEZ LORETTA YANEZ	RESIDENTIAL

*Notes: Per previously authorized delegation from the Board of Directors, the Director of Project Delivery can add and delete parcels as deemed necessary for the project. Stricken parcels were deleted and bolded properties were added.

I-10 Mount Vernon Avenue Project Parcel Listing
 Approved
 Board of Directors
 July 6, 2022

ASSESSOR PARCEL NUMBER (APN)	OWNER	CURRENT LAND USE
0162-203-14	TABBA MARDINIREAL ESTATE INVESTMNTS LLC C/O ABDUL R MARDINI	COMMERCIAL
0163-041-29	BARENDT, ROY E ETAL CLAY, RICARD & TAMMY, TRUST 3/2/12	COMMERCIAL
0164-172-30	TRINH, LAN TO	COMMERCIAL
0164-172-31		
0164-172-32		
0164-172-33		
0164-172-41	ALVAREZ, MACEDONIO ALVAREZ, VERONICA O	COMMERCIAL
0164-172-53	HATZIS, PANAGIOTS	COMMERCIAL
0164-172-53	SONG, SUR CHIN LIV TR 03/13/07 C/O TAX DEPT # 33604	COMMERCIAL
0276-121-09	SINGH, MAJOR SINGH, HARPER	INDUSTRIAL
0276-121-07	SINGH, MAJOR SINGH, HARPER	INDUSTRIAL

*Notes: Per previously authorized delegation from the Board of Directors, the Director of Project Delivery can add and delete parcels as deemed necessary for the project. Stricken parcels were deleted.

Rancho Siding Project Parcel Listing
Approved
Board of Directors
May 5, 2021

ASSESSOR PARCEL NUMBER (APN)	OWNER	CURRENT LAND USE
0202-013-85-0000	CITY OF RANCHO CUCAMONGA	GOVERNMENT
0209-013-87-0000	CITY OF RANCHO CUCAMONGA	INDUSTRIAL/VACANT
0209-032-13-0000	ZARP PROPERTIES LLC	COMMERCIAL
0209-032-63-0000	KINGSMAN, CRAIG TRUST	COMMERCIAL
0209-032-11-0000	WILKINSON FAMILY TRUST	COMMERCIAL
0209-032-17-0000	WONG, ROBERT K. & MARY L LIMITED PARTNERSHIP	COMMERCIAL
0209-032-29-0000	JNS INVESTMENTS LLC	COMMERCIAL
0209-062-04-0000	SBCTA	GOVERNMENT
0209-013-22-0000	SBCTA	VACANT
8TH ST ROW	CITY OF RANCHO CUCAMONGA	VACANT

Notes: Stricken properties were deemed unnecessary and bolded properties have been added.

West Valley Connector Project Parcel Listing
Approved
Board of Directors
January 6, 2021

ASSESSOR PARCEL NUMBER (APN)	OWNER	CURRENT LAND USE
11006101	DE VAZQUEZ, ELODIS MUNOZ	COMMERCIAL/VACANT
11006104	SALHAB, FAYEK	COMMERCIAL/VACANT
11006117	SAN BERNARDINO CO FLOOD CONTROL DISTRICT	VACANT
11006118	SALHAB, FAYEK J	COMMERCIAL
11007102	SHIH, SEN M	COMMERCIAL/VACANT
11007106	AMERICAN WEST REGIONAL CENTER LLC	COMMERCIAL/VACANT
11007107	AMERICAN WEST REGIONAL CENTER LLC	COMMERCIAL/VACANT
11007210	GRABOWSKI, PATRICK F	COMMERCIAL
11007211	GRABOWSKI, PATRICK F (COMET TRAILER PARK)	RESIDENTIAL
11011110	ROWLANDS PROPERTIES	COMMERCIAL/VACANT
11012105	MATLOCK LIVING TRUST 1997 4-2-97	INDUSTRIAL/VACANT
11012108	BEACON GROUP INC, THE	COMMERCIAL
11012109	BEACON GROUP INC, THE	LIGHT INDUSTRIAL
11012110	BEACON GROUP INC, THE	COMMERCIAL
11013106	PANNONE PROPERTIES LLC	COMMERCIAL
11013107	PANNONE PROPERTIES LLC	COMMERCIAL
11013108	PANNONE PROPERTIES LLC	COMMERCIAL
11013109	JAUREGUI, FRANCISCO	COMMERCIAL/VACANT
11013113	LA COMMARE, JAMES AND JOSEPHINE TR	COMMERCIAL
11013122	SAN BERNARDINO CO FLOOD CONTROL DISTRICT	VACANT
101049102	PAYMASTER ASHWIN C	COMMERCIAL
101049103	MAHDAVI AMIR	COMMERCIAL
101049116	HAGEN JHON D	COMMERCIAL
101052217	SARINANA, LARRY	COMMERCIAL
101054301	CUCCUIA FRANK J FAMILY TRUST	COMMERCIAL
101054302	CUCCUIA FRANK J FAMILY TRUST	COMMERCIAL
101054303	CUCCUIA FRANK J FAMILY TRUST	COMMERCIAL
101054304	NASH MOTOR LLC	COMMERCIAL
101054305	RYAN, E & R MARITAL TRUST 3-31-86	COMMERCIAL/ SINGLE FAMILY RESIDENTIAL
101054306	RYAN, E & R MARITAL TRUST 3-31-86	COMMERCIAL
101054307	ROSE-IN-BLOOM INC	COMMERCIAL
101054309	ROBINSON, LINDA	COMMERCIAL
101054310	CHAROLET, CESAR	COMMERCIAL
101054311	CHAROLET, CESAR	COMMERCIAL
101054312	CAMPIO, EARL	COMMERCIAL/ RESIDENTIAL
101054313	JUAREZ FAMILY 2005 REV TR 9-23-05	COMMERCIAL
101054314	JUAREZ FAMILY 2005 REV TR 9-23-05	COMMERCIAL
101054332	GRIMES, ELIZABETH TRUST	COMMERCIAL
101055205	DOWNEY BRAD	COMMERCIAL
101055206	MUNUGALA, BHASKARA	COMMERCIAL
101055207	JAFARARIN, AMIN	COMMERCIAL
101055211	GONZALEZ, ALBERTO	COMMERCIAL
101055212	SOLANKI, GIRISH	COMMERCIAL
101055213	SOLANKI, GIRISH	COMMERCIAL
101055214	MALAGON, SYLVERIO	COMMERCIAL
101055215	MALAGON, SYLVERIO	COMMERCIAL
101055232	JUAREZ, ALBINO	COMMERCIAL
101055233	JUAREZ, ALBINO	COMMERCIAL
101055234	JUAREZ, ALBINO	COMMERCIAL
101055237	JAFARARIN, AMIN	COMMERCIAL
101055238	NABHAN, MAJED	COMMERCIAL
101111104	UTR HOLT BENSON LLC	COMMERCIAL
101111105	HOLT INVESTMENT LLC	COMMERCIAL
101111118	ASTFALK ROY DALE TR	COMMERCIAL
101111120	LIN, SHINN LIANG	COMMERCIAL/ INDUSTRIAL
101111121	UTR HOLT BENSON LLC	COMMERCIAL
101112102	JAUGERUI TRINIDAD	COMMERCIAL
101112113	HARDEN WILLIAMS	COMMERCIAL
101112117	PIRSEH LLC	COMMERCIAL
101112118	PIRSEH LLC	COMMERCIAL
101112122	ONTARIO ICE SKATING CENTER INC	COMMERCIAL
101112124	JABER FAMILY TRUST	COMMERCIAL
101112126	DEWEY GROUP LP	COMMERCIAL
101112127 (101112121)?	BUX KARIM	COMMERCIAL
101113207	PAINT BUCKET INC	COMMERCIAL
101113208	YAVELAK, DUANE & SHIRLEY FAM REV LIV	COMMERCIAL
101113209	YAVELAK FAMILY REVOC LIVING TRUST	COMMERCIAL
101113210	FERNANDEZ FAMILY TRUST 3/2/15	COMMERCIAL
101113211	FERNANDEZ FAMILY TRUST 3/2/15	COMMERCIAL
101113212	VOLM, ROBERT W	COMMERCIAL
101114106	NRP DEVELOPMENT, INC	COMMERCIAL
101114107	GRACE PROPERTY MANAGEMENT LLC	COMMERCIAL
101114111	SHORT, WILLIAM S & AUDREE L	COMMERCIAL
101114113	SHORT, WILLIAM S	COMMERCIAL
101114116	DIBADJ, HAMID	COMMERCIAL
101114130	SHORT, WILLIAM S	COMMERCIAL /VACANT
101114132	SILVERTON EXEMPT TRUST 3/13/07	COMMERCIAL
101114135	LIEU, KHANG BAO	MOTEL
101114136	KAITZ, ROBERT M & BARBARA E 2001 FAM	COMMERCIAL
104847114	HARB, NADIM FAYEZ	COMMERCIAL /VACANT
104847115	VALENCIA, BENJAMIN N	COMMERCIAL
104847122	JOYFUL NATIONS MINISTRIES	COMMERCIAL/VACANT
104847123	JOYFUL NATIONS MINISTRIES	COMMERCIAL

104847124	PAMA IV PROPERTIES LP	RESIDENTIAL
104848101	SKY VILA MOBILE PARK	RESIDENTIAL
104848102		COMMERCIAL
104848103	TIRE ZONE LLC	COMMERCIAL
104848106	MILLER LIVING TRUST 3-3-87 - EST OF	COMMERCIAL/VACANT
104848107	JIMENEZ JOSE	COMMERCIAL
104848127	PATEL, B FAMILY TRUST 2-13-91	COMMERCIAL
104848128	HARB, MAAN F	COMMERCIAL/VACANT
104848129	HARB, MAAN F	COMMERCIAL/VACANT
104851210	ALEMAN FAMILY TRUST 2014	COMMERCIAL
104851211	WAS765 LLC	RESIDENTIAL
104851213	IMMANUEL PROPERTY	COMMERCIAL
104851214	AREC 8 LLC	COMMERCIAL
104851215	AREC 8 LLC	COMMERCIAL
104851216	CHAVEZ, YOLANDA	COMMERCIAL
104851217	AYALA, SALVADOR & MARIA C FAM TR 4/1	RESIDENTIAL
104851218	HALSTEAD, FRANK E & MARIA E FAM TR 8	COMMERCIAL
104851219	CHAING, WILLIAM	COMMERCIAL
104851220	CHAING, WILLIAM	COMMERCIAL
104851221 (104851229?)	BIR, RAGHBIR S	COMMERCIAL/VACANT
104851222 (104851229?)	BIR, RAGHBIR S	COMMERCIAL
104851228	LOZANO-ORTEGA	VACANT
104852208	OLIVOS, DANIEL & HEDDY FAM TR 07/31/	COMMERCIAL
104852209	ROSENBLUM, JERRY	COMMERCIAL
104852210	AVILA, RAUL	COMMERCIAL
104852211	BANK OF CALIFORNIA TR	COMMERCIAL
104852315	KB MAASS TRUST 2014	RESIDENTIAL
104852316	ELIAS PROPERTIES LLC	RESIDENTIAL
104852317	INIGUEZ, MANUEL V	RESIDENTIAL
104852414	KIPPER, RONALD A	COMMERCIAL
104852415	KIPPER, RONALD A	COMMERCIAL/VACANT
104852416	KIPPER, RONALD A	COMMERCIAL
104852417	TAWIL, ELIA REV TR 12/20/06	COMMERCIAL
104852516	SWERDLOFF, RONALD S	COMMERCIAL
104852517	COLLAZO, JOSE	COMMERCIAL
104852518	COLLAZO, JOSE	COMMERCIAL/VACANT
104852520	CISNEROS, ISRAEL	COMMERCIAL
104859128	EL POLLO LOCO INC	COMMERCIAL
104859129	STATER 108 LLC	COMMERCIAL
104859130	HOLT-SAN ANTONIO LLC	COMMERCIAL
104859132	BAY CAL ONTARIO PARTNERS LLC	VACANT
104860413	MACK PARTNERS LLC	COMMERCIAL
104860414	RAMIREZ, CRISTOBAL	COMMERCIAL
104860415	AMINI, HAMID	COMMERCIAL
104901103	QUESADA, VICTORIA R TR	COMMERCIAL
104901104	REINA HOLDING COMPANY LLC	COMMERCIAL
104901105	M & L CENTER LLC	COMMERCIAL
104901201	AMARO REVOCABLE FAMILY TRUST 2008	RESIDENTIAL
104901202	KARPOUZIS LIVING TRUST	COMMERCIAL
104901224	KARPOUZIS LIVING TRUST 05/23/05	COMMERCIAL
104902103	CHIANG FAMILY TRUST 7-8-10	COMMERCIAL
104902104	CHIANG FAMILY TRUST 7-8-10	MOTEL
104902128	DINGLE, WILLIAM T & ELIZABETH G (TRU	COMMERCIAL
104902129	KUO, JINGLIN J	MOTEL
104906301	NA, SUSAN TR	COMMERCIAL
104906302	CITY OF ONTARIO	COMMERCIAL
104906303	ROJAS, ALICIA FAMILY TRUST 12/15/08	COMMERCIAL
104906304	ROJAS, ALICIA FAMILY TRUST 12-15-08	COMMERCIAL
104906305	CARVALHO, JOAO R (LISA)	COMMERCIAL
104906511	B & G PLAZA	COMMERCIAL
104906602	BANH, PHUOC	COMMERCIAL
104909101	KIM, HEE C	COMMERCIAL
104909102	CRAITENBERGER FAMILY TRUST	COMMERCIAL/VACANT
104909103	AYALCO, LLC	VACANT
104909104	ALMARAZ, JUDY FAMILY TRUST 6-3-08	COMMERCIAL
104909301	ALMARAZ, JUDY FAMILY TRUST 6-3-08	COMMERCIAL
104909302	ALMARAZ, JUDY FAMILY TRUST 6-3-08	COMMERCIAL
104909303	ALMARAZ, JUDY FAMILY TRUST 6-3-08	COMMERCIAL/VACANT
104909304	ALMARAZ, JUDY FAMILY TRUST 6-3-08	VACANT
104909306	ALMARAZ, JUDY FAMILY TRUST 6-3-08	COMMERCIAL
104909307	ALMARAZ, JUDY FAMILY TRUST 6-3-08	VACANT
104909309	CHAVEZ, JAVIER H TR	COMMERCIAL
104909310	CHAVEZ, JAVIER H TR	COMMERCIAL
104909401	BELICHESKY-FILIPOVIC TRUST 6/23/06	COMMERCIAL/VACANT
104909402	BELICHESKY-FILIPOVIC TRUST 6/23/06	COMMERCIAL
104909404	CAGLE FAMILY TRUST	COMMERCIAL
104909414	CAGLE FAMILY TRUST	COMMERCIAL
104910104	MILLER, DENYSE M	COMMERCIAL
104910105	ENRIQUEZ, GUY R NON EXEMPT TRUST	RESIDENTIAL
104910106	KIM, HENRY C	COMMERCIAL
104910107	KIM, HENRY C	COMMERCIAL
104910108	LANDGRAVE, RAFAEL	COMMERCIAL
104910109	LEON, LINO	COMMERCIAL
104910110	GRIFFITH, ROGER A TR	COMMERCIAL
104910111	GRIFFITH, ROGER ALAN	COMMERCIAL
104910112	LEDESMA FAMILY TRUST 9-29-05	COMMERCIAL
104910113	RAULY'S TRUST 10/24/95	COMMERCIAL
104910114	RAULY'S TRUST 10/24/95	COMMERCIAL
104910115	RAULY'S TRUST 10/24/95	COMMERCIAL
104910116	LEDESMA, DANIEL E	COMMERCIAL
104910118	LEDESMA, DANIEL E	COMMERCIAL

104910138	CHANG, AARON	COMMERCIAL
104910139	SEA PARTNERS LLC	COMMERCIAL
104910140	GOLDEN STATE ALLIANCE, LLC	COMMERCIAL
104913102	GOLDEN STATE ALLIANCE LLC	VACANT
104913103	GOLDEN STATE ALLIANCE LLC	VACANT
104913104	MALAGON, SYLVERIO	VACANT
104913105	YOO JUN SON FAMILY TRUST	COMMERCIAL
104913106	TREMAZI, MUHAMMAD S	VACANT
104913108	RELANCE MOTORS LLC	COMMERCIAL
104913113	HADDAD, RAFFI	VACANT
104913114	RIVAS, JESUS	RESIDENTIAL
104913115	BUSINESS OWNER	VACANT
104913116	GOLDEN STATE ALLIANCE LLC	VACANT
104913118	GROUP II AZUSA PROPERTIES	COMMERCIAL
104913120	1010 HOLT LLC	COMMERCIAL
101055204	HOLT HOLDINGS LLC	COMMERCIAL
104901101	HAGE FAMILY TRUST (9/24/1999)	COMMERCIAL
104901102	DURRITZAGUE 2003 REV TRUST A (6-18)	COMMERCIAL
104854794	AREP TOWN CENTER ONTARIO LLC	COMMERCIAL
104913119	CHAO PO-HSIANG & CHANG TSAI C (SP-PO-TSIANG	COMMERCIAL/VACANT
11013128	HUMPHREY, WILLIAM J; HUMPHREY, BEVERLY J	COMMERCIAL
11013125011013125	ABMA JOHN THEODORE & E C FAM TR & TRU	COMMERCIAL
101112105	ONTARIO ICE SKATING CENTER INC	COMMERCIAL
8336022015	TFF PROPERTIES LLC	COMMERCIAL
8336021005	PATEL KANU AND HEMLATA TRS; KANU AND HEMLATA- PATEL TRUST	MOTEL
8336021022	STEINER JAN H	COMMERCIAL
8337015034	YINGCHUN LLC	COMMERCIAL
8337021047	FAKHOURI, SAMYRA A	COMMERCIAL
8326024041	FOUNTAIN OF LOVE CHRISTIAN CENTER INC	COMMERCIAL/VACANT
8323016021	HAN POMONA SQUARE LLC	COMMERCIAL
8323025025	14255 ELLSWORTH STREET LLC	COMMERCIAL
8326026029	MSW POMONA LLC	COMMERCIAL
11009217	POSEIDON ONTARIO AIRPORT PLAZA LLC	COMMERCIAL
21019129		
11043111	AIRPORT GATEWAY PLAZA LLC	COMMERCIAL
21020402	AVERKIEFF STACEY LYNN LIVING TR (6/2); CHAVEZ MICHAEL	COMMERCIAL
21021133	STARBRIDGE (ONTARIO) INVESTMENT LLC	HOTEL
22901257		COMMERCIAL
109053103	RANCHO MALL LLC	COMMERCIAL
101111110 (101111124?)		
11010101	ROWLAND PROPERTIES	COMMERCIAL
011008102 (11008110?)	HOLT BLVD LLC	
11008103	HOLT BLVD LLC	COMMERCIAL/VACANT
11008106	COMBEE, JOE H	COMMERCIAL
11008107	DITOMMASO, ANTHONY & BEVERLY LIV TR	COMMERCIAL/VACANT
11008108	HOLT BLVD LLC	COMMERCIAL
11012103	INTL ASSN OF MACH & AERO WORKERS D L	COMMERCIAL
11011111	OM LAXMI LLC	COMMERCIAL/VACANT
11011112	OM LAXMI LLC	COMMERCIAL/VACANT
11007208	415 VINEYARD LLC	COMMERCIAL
11007209	415 VINEYARD LLC	COMMERCIAL/VACANT
11007216	7 SUMMIT PROPERTIES 2 LLC	COMMERCIAL
11011101	MATLOCK, THOMAS G & JUDITH L TRS	COMMERCIAL
11011102	1624 HOLT LLC	COMMERCIAL /VACANT
11011103	1624 HOLT LLC	COMMERCIAL/VACANT
11011106	GOODIN, R J FAMILY TRUST	COMMERCIAL
11011107	GOODIN, R J FAMILY TRUST	INDUSTRIAL/VACANT
11011108	GOODIN, R J FAMILY TRUST	INDUSTRIAL/VACANT
11011109	ROWLANDS PROPERTIES	COMMERCIAL/VACANT
11012104	MATLOCK LIVING TRUST 1997 4-2-97	INDUSTRIAL/VACANT
11007225	UNITED STATES OF AMERICA	GENERAL
100949311	4480 HOLT BLVD MONTCLAIR LLC KZMB LLC	COMMERCIAL
101061112	HBL FAMILY LLC	COMMERCIAL
101105215	SOUTHEAST STATESBORO LLC	COMMERCIAL
101207103	RFA MONTCLAIR LP	COMMERCIAL
11006123	PAMA IV PROPERTIES LP	RESIDENTIAL
11009145	ONTARIO AIRPORT CORPORATE PARK OWNER	INDUSTRIAL
11010113	ONTARIO CNG	COMMERCIAL
22901216	YNS Enterprise	COMMERCIAL
104909305	Farid Jalala & Makay Jahangiri	COMMERCIAL
104909308	Farid Jalala & Makay Jahangiri	COMMERCIAL
23801436	ONTARIO MILLS	COMMERCIAL
23801440	ONTARIO MILLS	COMMERCIAL
23801442	ONTARIO MILLS	COMMERCIAL

*Notes: Per previously authorized delegation from the Board of Directors, the Director of Transit and Rail can add and delete parcels as deemed necessary for the project. Stricken parcels were deleted and bolded parcels were added.

US 395 Phase 2 Project Parcel listing
Approved
Board of Directors
December 7, 2022

ASSESSOR PARCEL NUMBER (APN)	OWNER	CURRENT LAND USE
3039-361-09	MPNR PROPERTIES, LLC	VACANT
3064-581-01	POPLAR-35 LLC	VACANT
3064-541-08	JUE, DONALD LIVING TRUST 7/3/86	VACANT
3064-571-08	VICTOR VALLEY COMMUNITY COLLEGE	VACANT
3064-541-07	JUE INVESTMENT PARTNERSHIP	VACANT
3064-401-03	PIPELINE PETROLEUM BANNING LLC	VACANT
3064-401-02	MAIN HESPERIA LLC	VACANT
3064-401-01	YUCCA TERRACE INVESTORS LLC	VACANT
3064-421-03	U. S. COLD STORAGE OF CALIFORNIA	VACANT
3064-421-01	U. S. COLD STORAGE OF CALIFORNIA	VACANT
3064-411-13	BHATIA TRUST 11/9/05	VACANT
3064-411-14	MALONEY FAMILY TRUST 5/16/17	VACANT
3064-411-15	MALONEY FAMILY TRUST 5/16/17	VACANT
3136-371-02	395 VICTORVILLE LLC	VACANT
3136-351-01	ROBIDOUX, SYLVIA LIVING TRUST	VACANT
3136-331-69	CITY OF VICTORVILLE	VACANT
3136-331-70	CITY OF LOS ANGELES	TRANSMISSION LINES
3136-281-02	SLOUGH FAMILY TRUST 10/19/12	VACANT
3136-281-01	SLOUGH FAMILY TRUST 10/19/12	VACANT
3071-561-11	PAINE, CHARLES F. TRUST	VACANT
3071-562-74	CHUA, HELEN	VACANT
3071-562-80	KIM, BRYAN	VACANT
3071-551-01	SYCAMORE PROPERTIES	VACANT
3071-551-02	SYCAMORE PROPERTIES	VACANT
3071-511-07	KASHANIAN, MANSOUR J.	VACANT
3134-441-05	DR. PREM REDDY FAMILY FOUNDATION	VACANT
3134-441-06	DR. PREM REDDY FAMILY FOUNDATION	VACANT
3134-441-03	PRIME A INVESTMENTS LLC	VACANT
3134-341-01	OVERLAND OPPORTUNITY FUND LLC	VACANT
3134-251-01	OVERLAND OPPORTUNITY FUND LLC	VACANT
3134-131-01	REGWAN FAMILY TRUST 7/7/20	VACANT
3096-441-07	GOTHMAN MALIBU LP	VACANT
3096-441-06	GOTHMAN MALIBU LP	VACANT
3096-441-05	HAFAR SUMMER Q. (PL)	VACANT
3096-441-04	HAFAR SUMMER Q. (PL)	VACANT
3096-441-03	LUNA VILLAGE 2 LLC	VACANT
3096-431-07	395 LUNA PROPERTY LLC	VACANT
3096-431-06	MAIDA HOLDING LLC	COMMERCIAL
3096-391-03	TAFI INVESTMENT PARTNERSHIP	VACANT
3096-391-06	SAKAHARA PROPERTIES, LLC	VACANT
3096-381-07	PRIME A INVESTMENTS LLC	VACANT
3096-381-09	M L S REALTORS INC.	VACANT
3096-381-01	VIC OXFORD INVESTMENTS LLC	VACANT
3103-571-08	DR. PREM REDDY FAMILY FOUNDATION	VACANT
3103-571-10	DR. PREM REDDY FAMILY FOUNDATION	VACANT
3103-571-03	DR. PREM REDDY FAMILY FOUNDATION	VACANT
3103-571-02	FEMINO, JAMES J. & DUE LIVING TRUST 3/30/96	VACANT
3103-571-01	PALMDALE RD LLC	COMMERCIAL
3064-561-17	ANDERSON 2007 TRUST	VACANT
3064-561-16	TSAI, TSUNG-CHANG	VACANT
3064-561-08	TSAI, TSUNG-CHANG	VACANT
3064-561-07	HSIEH, JANE	VACANT
3064-551-08	HESPERIA COMMUNITY DEVELOPMENT	COMMERCIAL
3064-551-07	HESPERIA COMMUNITY DEVELOPMENT	COMMERCIAL
3064-551-06	HESPERIA COMMUNITY DEVELOPMENT	COMMERCIAL
3064-541-06	JUE, DONALD LIVING TRUST 7/3/86	VACANT
3064-541-05	YLC INVESTMENTS LLC	VACANT
3064-531-08	SINGH, MARCELA LIVING TRUST 3/3/10	VACANT
3064-401-10	PLAZA STREET FUND 167 LLC	VACANT
3064-401-06	PIPELINE PETROLEUM BANNING LLC	VACANT
3064-401-05	PIPELINE PETROLEUM BANNING LLC	VACANT
3064-401-04	PIPELINE PETROLEUM BANNING LLC	VACANT
3064-401-03	PIPELINE PETROLEUM BANNING LLC	VACANT
3064-381-07	JAGROOP DHILLON	RESIDENTIAL/COMMERCIAL
3064-381-05	HANNA, GEORGE & NADIDA REV LIV TR	VACANT
3064-381-29	S & P FAMILY TRUST 6/1/96	VACANT
3064-381-01	LA BOUEF, MARK & NELLIE FAMILY TR	RESIDENTIAL
3064-371-12	SANGHA, VARINDER PAUL	VACANT
3064-371-11	HAZBOON, SIDQI S. TRUST	COMMERCIAL
3064-371-08	LAGO LIVING TRUST	VACANT
3064-371-06	SONG, DANIEL L.	VACANT
3136-271-03	LEE, TERESITA	RESIDENTIAL
3136-251-06	TK PROPERTIES LLC	VACANT
3136-251-03	TK PROPERTIES LLC	VACANT
3136-251-02	CAMP AND JULIA SECOND FAMILY LIMITED	VACANT
3136-251-01	SHAYAN, PEIMAN	VACANT
3071-381-17	PRIME A INVESTMENTS LLC	VACANT
3071-381-18	PRIME A INVESTMENTS LLC	VACANT
3071-381-10	TATARIAN, VASKEN & KAREN FAMILY TR	VACANT
3071-371-12	SANDOVAL, ABRAHAM	VACANT
3071-371-11	SINGH, PARTAP	VACANT
3071-371-10	ROH, TAE SUNG LIVING TRUST 1/8/16	RESIDENTIAL
3071-371-09	WEN, MAY Y.	VACANT
3071-371-08	CHANG, I-HSIN TR	VACANT
3071-371-07	MORISHITA LIVING TRUST 11/1/05	VACANT

3071-341-08	HUESING HOLDINGS LLC	VACANT
3071-331-08	SALEEB FAMILY TRUST	VACANT
3134-121-36	S L A VICTORVILLE LLC	VACANT
3134-121-22	UNKNOWN OWNER (CITY OF VICTORVILLE)	VACANT
3134-121-42	SHAHIN, LOUIS H TRUST 6/9/94	VACANT
3134-111-02	TSAI, WINDY	VACANT
3134-101-05	VERTIGO INVESTMENTS GROUP, LLC	VACANT
3134-101-02	VERTIGO INVESTMENTS GROUP, LLC	VACANT
3134-091-01	TSAI, TSUNG CHANG	VACANT
3096-371-04	HONG, MAN PYO & KYUNG JA REV TR	VACANT
3096-602-41	CITY OF VICTORVILLE	OPEN SPACE EASEMENT
3096-361-11	FRONTIER LAND HOLDINGS INC.	VACANT
3096-361-04	395 PROPERTIES 26 LLC	VACANT
3096-361-12	LAND OF AMERICA 10/28/13	CHECK
3096-361-09	GUARDIAN COMMERCIAL REAL ESTATE LP	VACANT
3096-961-62	CITY OF VICTORVILLE	OPEN SPACE EASEMENT
3136-261-10	WALDEN J DAHL	RESIDENTIAL
3096-431-07	LIGHTHOUSE PETROLEUM	COMMERCIAL
3064-591-01	395, LLC	COMMERCIAL/INDUSTRIAL
3064-591-03	395, LLC	COMMERCIAL/INDUSTRIAL
3136-261-07	RAVNEET KAUR	RESIDENTIAL
3136-261-05	RAVNEET KAUR	RESIDENTIAL
3064-381-01	RUSSELL BARRY	COMMERCIAL/INDUSTRIAL
3071-561-11	IBRAHIM GROUP COMGLOMERATE	COMMERCIAL

Notes: Per previously authorized delegation from the Board of Directors, the Director of Project Delivery can add and delete parcels as deemed necessary for the project. Stricken parcels were deleted and bolded parcels were added.

I-10 Corridor Contract 2 Project Parcel Listing
Approved
Board of Directors
March 3, 2023

ASSESSOR PARCEL NUMBER (APN)	OWNER	CURRENT LAND USE
0238-052-41	SHEA CENTER ONTARIO	COMMON STREET AREA
0238-052-46	SHEA CENTER ONTARIO	COMMON STREET AREA
0238-052-44	SHEA CENTER ONTARIO	INDUSTRIAL
0238-052-53	VID ENTERPRISES LCC	INDUSTRIAL
0252-162-01	UNION PACIFIC RAILROAD	RAILROAD
0237-042-03	UNION PACIFIC RAILROAD	RAILROAD
0254-182-15	UNION PACIFIC RAILROAD	RAILROAD
0236-011-10	SOUTHERN PACIFIC RAILROAD COMPANY	RAILROAD
0236-031-14	SOUTHERN PACIFIC RAILROAD COMPANY	RAILROAD
0236-031-15	SOUTHERN PACIFIC RAILROAD COMPANY	RAILROAD
0237-042-03	SOUTHERN PACIFIC RAILROAD COMPANY	RAILROAD
023-604-125	SOUTHERN PACIFIC RAILROAD COMPANY	RAILROAD
0251-141-27	SOUTHERN PACIFIC RAILROAD COMPANY	RAILROAD
025-114-114	SOUTHERN PACIFIC RAILROAD COMPANY	RAILROAD
025-422-111	SOUTHERN PACIFIC RAILROAD COMPANY	RAILROAD
025-324-214	SOUTHERN PACIFIC RAILROAD COMPANY	RAILROAD
025-424-114	SOUTHERN PACIFIC RAILROAD COMPANY	RAILROAD
025-424-106	SOUTHERN PACIFIC RAILROAD COMPANY	RAILROAD
013-221-104	SOUTHERN PACIFIC RAILROAD COMPANY	RAILROAD
025-416-101	SOUTHERN PACIFIC RAILROAD COMPANY	RAILROAD
023-805-139	PANCAL ONTARIO PHASE TWO 255 LLC	COMMERCIAL LANDSCAPE AREA
023-805-140	PANCAL ONTARIO PHASE TWO 255 LLC	COMMERCIAL LANDSCAPE AREA
N/A	CITY OF ONTARIO	PUBLIC RIGHT OF WAY
023-425-218	STARLITE MGMT-III LP	RESIDENTIAL
023-425-202	DAVID DOMINGUEZ HOOPER	RESIDENTIAL
023-425-203	ARMANDO VILLA	RESIDENTIAL
023-425-204	GUSTAVO DE LA CRUZ	RESIDENTIAL
023-425-205	PARHAM GHODSI	RESIDENTIAL
023-425-206	MUSHEGAIN INDUST PROP LP	RESIDENTIAL
023-425-207	ROMERO ABELE A.	RESIDENTIAL
023-425-208	JULIE MARIE TRINH	RESIDENTIAL
023-425-209	LOUIE A. SIERR	RESIDENTIAL
023-425-210	ISIDRO MENDOZA	RESIDENTIAL
023-425-214	URIEL IRAHETA	RESIDENTIAL
023-425-213	LIZBETH JEANETTE GODINA	RESIDENTIAL
023-425-217	KAL FREIGHT INC	RESIDENTIAL VACANT
023-517-226	ROSA FERNANDEZ	COMMERCIAL
023-517-217	J-REFUGIO ESPARZA	RESIDENTIAL
023-517-218	STARLITE MANAGEMENT	RESIDENTIAL
023-517-010	LUPITA GARCIA	RESIDENTIAL
023-517-019	JOSE A. LOMELI	RESIDENTIAL
023-517-020	14997 WASHINGTON LLC	COMMERCIAL
023-517-014	14997 WASHINGTON LLC	COMMERCIAL
023-517-016	HUGO CESAR RODRIGUEZ SALDANA	RESIDENTIAL
023-517-024	BARBARA YESCAS	COMMERCIAL
023-517-025	BARBARA YESCAS	COMMERCIAL
023-517-022	BARBARA YESCAS	COMMERCIAL
023-517-023	GUSTAVO DE LA CRUZ	COMMERCIAL
023-517-009	GUSTAVO DE LA CRUZ	COMMERCIAL
023-517-008	SABRENDA L. GUTIERREZ	COMMERCIAL
023-517-001	FERNANDO YANEZ SR FAMILY LIVING TRUST	COMMERCIAL
023-518-214	EDMUNDO BELTRAN CAZAREZ	COMMERCIAL
023-518-215	EDMUNDO BELTRAN CAZAREZ	COMMERCIAL
023-518-211	ELIZABETH ESPINOZA	COMMERCIAL
023-518-210	ARNOLDO ESPINOZA	COMMERCIAL
023-518-207	DAVID AYALA	COMMERCIAL
023-518-206	SANTI TRUST	COMMERCIAL
023-518-205	LEO B. GALVAN	COMMERCIAL
023-518-204	JOSEPH G. MCLOUGHLIN LIVING TRUST	COMMERCIAL
023-518-203	JOSEPH G. MCLOUGHLIN LIVING TRUST	COMMERCIAL
023-518-213	MARIO A. BENITEZ	COMMERCIAL
023-521-113	IPT VALLEY LOGISTICS CENTER LLC	COMMERCIAL
025-113-214	DUNCAN T. BUSH	RESIDENTIAL VACANT
025-113-208	ANDRES GARCIA	RESIDENTIAL
025-116-207	BALMORE N. DIAZ	RESIDENTIAL
025-120-104	VALENCIA GATEWAY RETAIL IV LLC	RETAIL PARKING
025-121-119	EXTRA SPACE PROPERTIES FORTY LLC	COMMERCIAL LANDSCAPE AREA
025-121-121	SIERRA ME LLC	MOBILE PARK
025-221-102	VILLA FONTANA MOBILES ESTATES LLC	MOBILE PARK
0252-111-27	BELSM, LLC	COMMERCIAL
025-211-130	BELL PLAZA LLC	COMMERCIAL LANDSCAPE AREA
025-212-116	VATAYLOR LLC	COMMERCIAL LANDSCAPE AREA
025-214-201	CARLOS GARCIA	COMMERCIAL/RESIDENTIAL
025-214-205	ATHSP LLC	COMMERCIAL/RESIDENTIAL
025-214-206	ATHSP LLC	COMMERCIAL/RESIDENTIAL
025-214-244	LEON R. RODARTE SR	COMMERCIAL/RESIDENTIAL
025-214-245	ARLON TRANSPORTATION LLC	COMMERCIAL/RESIDENTIAL
025-214-237	FELIPE CARDENAS	COMMERCIAL/RESIDENTIAL
025-214-234	FELIPE CARDENAS	COMMERCIAL/RESIDENTIAL
025-214-235	RJL REVOCABLE LIVING TRUST	COMMERCIAL/RESIDENTIAL
025-214-210	PEDRO P. CUSTODIO	COMMERCIAL/RESIDENTIAL
025-214-209	PEDRO P. CUSTODIO	COMMERCIAL/RESIDENTIAL
025-214-211	CID FAMILY TRUST	COMMERCIAL/RESIDENTIAL
025-214-212	CID FAMILY TRUST	COMMERCIAL/RESIDENTIAL
025-214-248	JUAN PALACIOS	COMMERCIAL/RESIDENTIAL

025-214-241	KAMOL KAMILOVICH ABDUVAHABOV	COMMERCIAL/RESIDENTIAL
025-214-240	PENA BROTHERS LLC	COMMERCIAL/RESIDENTIAL
025-214-233	VERA G. REICHERT	COMMERCIAL/RESIDENTIAL
025-214-238	JULIO C. ROBLES	COMMERCIAL/RESIDENTIAL
025-214-239	JULIO C. ROBLES	COMMERCIAL/RESIDENTIAL
025-214-227	ERASMO ROBLES	COMMERCIAL/RESIDENTIAL
025-214-228	ERWIN WEINHART	COMMERCIAL/RESIDENTIAL
025-214-229	ERWIN WEINHART	COMMERCIAL/RESIDENTIAL
025-214-230	EVERARDO CORTEZ REVOCABLE LIVING TRUST	COMMERCIAL/RESIDENTIAL
025-214-219	RUBEN ZEPEDA CABALLERO	COMMERCIAL/RESIDENTIAL
025-214-220	DENNIS L. FROGGE LIVING TRUST	COMMERCIAL/RESIDENTIAL
025-214-221	ANANIA FURDUI	COMMERCIAL/RESIDENTIAL
0252-14-222	ANANIA FURDUI	COMMERCIAL/RESIDENTIAL
0251-161-16	ELIODORO GUTIERREZ	RESIDENTIAL
0252-161-15	AARON ARELLANO	RESIDENTIAL
043-221-144	WILLIAM KALMIKOV	RESIDENTIAL
043-221-108	WILLIAM KALMIKOV	RESIDENTIAL
0252-161-66	SUGAR MOMMAS SUGAR SHACK, LLC	COMMERCIAL

Notes: Per previously authorized delegation from the Board of Directors, the Director of Project Delivery can add and delete parcels as deemed necessary for the project. Stricken parcels were deleted and bolded parcels were added.

Minute Action

AGENDA ITEM: 4

Date: December 11, 2025

Subject:

Interstate 10 Mount Vernon Avenue Interchange Improvement Project Amendment No. 5 to Contract No. 18-1001869 with Kimley-Horn and Associates, Inc.

Recommendation:

That the following be reviewed and recommended for final approval by the Board of Directors, acting as the San Bernardino County Transportation Authority, at a regularly scheduled Board meeting:

A. Approve Amendment No. 5 to Contract No. 18-1001869 with Kimley-Horn and Associates, Inc., for the Interstate 10 Mount Vernon Avenue Interchange Improvement Project, amending the scope of work and increasing the contract value by \$288,474.00, for a new not-to-exceed amount of \$4,820,592.50 to be funded with Measure I Valley Interchange Program funds and City of Colton funds.

B. Approve an eighteen-month time extension for Contract No. 18-1001869 with Kimley-Horn and Associates, Inc., to extend the expiration date to December 31, 2029.

Background:

The Interstate 10 (I-10) Mount Vernon Avenue Interchange Improvement Project (Project) holds position number eight on the Measure I Valley Freeway Interchange Program priority list. The Project was initiated in July 2016 when the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved Contract No. 16-1001420 for the Project Initiation Document (PID) Phase.

In July 2018, the Board awarded Contract No. 18-1001869 to Kimley-Horn and Associates, Inc., for the Project Approval/Environmental Document, Plans, Specifications, Estimates, and Right-of-Way (ROW) Engineering Services for the Project.

In March 2020, the Board approved Amendment No. 1 to Contract No. 18-1001869 with Kimley-Horn and Associates, Inc., for added scope to prepare a Historical Resources Evaluation Report as required for the Project. In July 2020, Contingency Amendment 1A was approved for Contract No. 18-1001869 to prepare and develop a higher-level environmental document, Initial Study/Mitigated Negative Declaration.

In May 2022, Contingency Amendment 1B was approved for Contract No. 18-1001869 to provide additional structural design for retaining walls needed for the Project.

In May 2023, the Board approved Amendment No. 2 to Contract No. 18-1001869 to extend the period of performance for an additional five years, to June 2028.

In November 2023, the Board approved Amendment No. 3 for additional scope of work related to design changes for retaining walls, geotechnical, drainage, ROW engineering, and the interim south terminus and to increase the contract value.

In December 2024, the Board approved Amendment No. 4 for additional scope of work related to updates to environmental studies, State Fire Marshall approval, revisions to drainage systems and electrical plans.

Entity: San Bernardino County Transportation Authority

Board of Directors Metro Valley Study Session Agenda Item

December 11, 2025

Page 2

In June 2025, Contingency Amendment 4C was approved for Contract No. 18-1001869 to provide a new design for a 3-inch irrigation waterline for future use.

The purpose of this agenda item is to further amend the contract with Kimley-Horn and Associates, Inc., to extend the expiration date to allow for construction completion and closeout activities, to add scope, and to increase the contract value. Upon reaching 100% design, the project encountered new comments related to the bridge details, fire permit extension, Federal Highway Administration encroachment permit, wall details, freeway maintenance agreement, utility and ROW coordination, which were not anticipated. The additional effort required multiple submittals repackaged specifically to separate departments and numerous resolution meetings to obtain approvals.

Exhibit A-4 in the proposed amendment provides a detailed description of the added scope, and Exhibit B-4 provides a cost breakdown for the additional work.

Staff requests approval of Amendment No. 5 to Contract No. 18-1001869 with Kimley-Horn and Associates, Inc., to extend the expiration date for an additional eighteen months to December 31, 2029, and to increase the contract amount by \$288,474 for a new not-to-exceed amount of \$4,820,592.50.

The Project received Final Design Approval in October 2025 and is at the end of the bid process. Project Delivery is scheduled to present a construction award recommendation at the January 2026 Board meeting.

Financial Impact:

This Project is included in adopted Budget for Fiscal Year 2025/2026 and funded with Measure I Valley Interchange funds and City of Colton local funds under Task No. 0830 Interchange Projects, Sub-Task No. 0898 I-10 Mt. Vernon Avenue Interchange in Program 40, Project Delivery.

Reviewed By:

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

Responsible Staff:

Juan Lizarde, Project Manager

Approved
Board of Directors Metro Valley Study Session
Date: December 11, 2025

Witnessed By:

Contract No.: 18-1001869 Amendment No.: 5

Contract Class: Payable Department: Project Delivery

Vendor No.: 01179 Vendor Name: Kimley-Horn and Associates, Inc.

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

List Any Related Contract Nos.:

Dollar Amount							
Original Contract		\$	3,486,045.00	Original Contingency		\$	535,105.00
Prior Amendments		\$	569,817.00	Prior Amendments		\$	-
Prior Contingency Released		\$	476,256.50	Prior Contingency Released (-)		\$	(476,256.50)
Current Amendment		\$	288,474.00	Current Amendment		\$	-
Total/Revised Contract Value		\$	4,820,592.50	Total Contingency Value		\$	58,848.50
	Total Dollar Authority (Contract Value and Contingency)					\$	4,879,441.00

Board of Directors	Date: 01/07/2026	Committee	Item #
Contract Management (Internal Purposes Only)			

Board of Directors	Date:	01/07/2026	Committee	Item #
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Other Contracts	Sole Source?	No	N/A
Local	Design		N/A

Other Contracts	Sole Source?	No	N/A
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Local	Design	N/A
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[illegible]

Estimated Start Date:	06/06/2018	Expiration Date:	06/30/2028	Revised Expiration Date:	12/31/2029
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NHS: Yes QMP/QAP: Yes Prevailing Wage: Yes

Total Contract Funding: Total Contingency:

Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding	Total Contingency
								\$ 4,820,592.50	\$ 58,848.50

[illegible]

Juan Lizarde

Kristi Harris

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

**AMENDMENT NO. 5 TO CONTRACT 18-1001869 FOR
PROJECT REPORTS, ENVIRONMENTAL DOCUMENT,
PLANS, SPECIFICATIONS, AND ESTIMATES SERVICES
FOR THE INTERSTATE 10 & MOUNT VERNON AVENUE INTERCHANGE PROJECT
(KIMLEY-HORN AND ASSOCIATES, INC.)**

This Amendment No. 5 to Contract No. 18-1001869 is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and Kimley-Horn and Associates, Inc., (“CONSULTANT”), whose address is 3880 Lemon Street, Suite 420, Riverside, California 92501. SBCTA and CONSULTANT are each a “Party” and collectively the “Parties”.

RECITALS:

- A. On July 26, 2018, SBCTA and CONSULTANT entered into a contract for Project Approval and Environmental Document (PA/ED) and Plans, Specifications and Estimates (PS&E) Services for the Interstate 10 & Mount Vernon Avenue Interchange Project (PROJECT) in the City of Colton (CONTRACT).
- B. In March 2020, SBCTA and CONSULTANT executed Amendment No. 1 to add additional scope and fee to prepare a Historical Resources Evaluation Report (HRER), not included in the original contract scope.
- C. In July 2020, SBCTA and CONSULTANT executed Contingency Amendment 1A to perform an Initial Study/Mitigated Negative Declaration (IS/MND) for the Environmental Document.
- D. In May 2022, SBCTA and CONSULTANT executed Contingency Amendment 1B for additional retaining walls and geotechnical investigation.
- E. In June 2023, SBCTA and CONSULTANT executed Amendment 2 to extend the period of performance for an additional 5 years to June 30, 2028.
- F. In November 2023, SBCTA and CONSULTANT executed Amendment 3 for added Scope of Work and to increase the contract values to \$4,206,341.21.
- G. In December 2024, SBCTA and CONSULTANT executed Amendment 4 for added Scope of Work and to increase the contract values to \$4,489,418.67.
- H. In June 2025, SBCTA and CONSULTANT executed Contingency Amendment 4C to include a 3-inch irrigation waterline under the proposed new bridge.
- I. PARTIES now seek to amend the CONTRACT to extend the expiration date for an additional eighteen months to cover construction completion and closeout activities, to amend the Scope of Work

for additional work and submittals related to final resolution of roadway and structural design, and to increase the contract value from \$4,489,418.67 to \$4,820,592.50.

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

1. Article 4.1 is revised in its entirety to read as follows:

“This Contract shall go into effect on August 6, 2018, contingent upon approval by SBCTA’s Awarding Authority, and CONSULTANT shall commence work after written notification to proceed by SBCTA’s Procurement Analyst. The CONTRACT shall end on **December 31, 2029**, unless extended by written amendment.”

2. Article 5.2 is revised in its entirety to read as follows:

“In addition to the allowable incurred costs, SBCTA will pay CONSULTANT a fixed fee of Two Hundred Thirty-Nine Thousand, Seven Hundred Fifty Dollars **(\$239,750)**. The fixed fee is nonadjustable for the term of the Contract, except in the event of a significant change in the Scope of Work and such adjustment is made by contract amendment.”

3. Article 5.9 revised in its entirety to read as follows:

“The total amount payable by SBCTA to CONSULTANT including the fixed fee shall not exceed Four Million, Eight Hundred Twenty Thousand, Four Hundred Seventy-Four Dollars and Fifty Cents **(\$4,820,592.50)**.”

4. Additional work for Final PS&E, Coordination, Gravity Wall Detail, FHWA Encroachment Policy, and Fire Marshall Permit, has been added to the Scope of Work as shown in Exhibit A-4, attached hereto. All references in the Contract to Work and Scope of Work shall mean the Scope of Work described in Exhibit A attached to the Contract, Exhibit A-1 attached to Amendment No. 1, Exhibit A-2 attached to Amendment No. 3, Exhibit A-3 attached to Amendment No. 4, and Exhibit A-4 incorporated into this Amendment No. 5.
5. The costs for the added Scope of Work are shown in Exhibit B-4, attached hereto. All references in the Contract to Approved Cost Proposal shall mean the Approved Cost Proposal in Exhibit B to the Contract, Exhibit B-1 attached to Amendment No. 1, Exhibit B-2 attached to Amendment No. 3, Exhibit B-3 attached to Amendment No. 4, and Exhibit B-4 incorporated into this Amendment No. 5.
6. Except as amended by this Amendment No. 5, all other terms and conditions of the Contract as previously amended shall remain in full force and effect.
7. This Amendment No. 5 is deemed to be included and made part of the Contract.
8. This Amendment No. 5 will be effective upon execution by SBCTA.

-----SIGNATURES ON FOLLOWING PAGE-----
 18-1001869-05 Page 2 of 3

IN WITNESS WHEREOF, the Parties have duly executed this Amendment No. 5 below.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

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

By: _____
Rick Denison
Board President

By: _____
Darren Adrian
Senior Vice President

Date: _____

Date: _____

By: _____
Jason Valencia
Assistant Secretary

Date: _____

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

CONCURRENCE:

By: _____
Alicia J. Bullock
Procurement Manager

Date: _____

EXHIBIT A-4
ADDITIONAL SCOPE OF WORK
Contract No. 18-1001869

Amendment Justification Summary

This amendment is requested to restore funding for Design Services During Construction (DSDC) and to compensate the CONSULTANT for additional out-of-scope design efforts incurred during the PS&E phase.

During design development, the project scope expanded significantly beyond the original 2018 assumptions due to evolving Caltrans requirements, additional structural elements, extended review cycles, and schedule impacts. To maintain project schedule and achieve Caltrans approval, the CONSULTANT performed necessary additional design, coordination, and quality control efforts exceeding the original contract allocation.

This amendment provides equitable compensation for these additional efforts and ensures adequate resources for continued design support during the construction phase.

Project Understanding

The original Contract No. 18-1001869 included Design Services During Construction with associated allocated hours. During the PS&E phase, portions of these hours were reallocated to address out-of-scope design tasks. As a result, additional resources are required for the CONSULTANT to provide design support during construction.

The original scope of work, negotiated in August 2018, preceded the environmental phase (PA&ED) and was based on the Project Study Report – Project Development Support (PSR-PDS). As design progressed, the Project Development Team (PDT) identified additional work not anticipated in the original scoping documents. These efforts, partially addressed through prior amendments, require additional funding to fully capture the services performed.

Project Complexity and Cost Growth:

Project complexity increased substantially between initial scoping and PS&E. The anticipated construction cost rose from \$32 million at scoping to \$74 million at final PS&E — an increase of \$42 million (231%). The original design fee of \$3,486,045 has grown to \$4,489,418 through multiple amendments reflecting increased project complexity.

Expansion of Project Scope:

The PSR-PDS identified three (3) structures: one retaining wall, one overcrossing, and one pump station relocation. The final PS&E package includes six (6) retaining walls, one overcrossing, one pump station relocation, two pedestals, and two partial retaining wall removals — 10 total structures and 2 removals. Compensation for these additions was only partially covered in prior amendments.

Extended Project Schedule:

The contract was executed in August 2018, with final PS&E achieved in August 2025, spanning

seven years through PA&ED and PS&E. Project delays related to right-of-way coordination, additional Caltrans reviews/comments, and COVID-19 impacts required extended coordination and additional effort beyond original assumptions.

1. SCOPE OF WORK

Scope performed outside of contract:

TASK #3.255 - PREPARE FINAL PS&E PACKAGE

TASK 3.255-1 Final PS&E Package:

The CONSULTANT's submittals underwent three (3) 95% and four (4) 100% Caltrans reviews, exceeding the two (2) originally assumed for each milestone submittals.

Each additional review cycle required significant effort for comment response, focused meetings, plan and specification revisions, quality control checks, and estimate updates.

The CONSULTANT completed this additional effort including the following tasks:

- Submittal Requirements: Caltrans typically provides one consolidated set of comments per review cycle. For this project, the CONSULTANT received multiple non-consolidated comment files that required comment response status tracking for approximately 50 files per submittal. The CONSULTANT was also required to prepare a separate package for each reviewing group at Caltrans for each submittal.
- Architectural Review: 25 new sheets were generated and three (3) focus meetings held, due to comments after three 95% and 1st 100% submittals were already completed. Changes included revising PA&ED level decisions including painting the bridge, steel girders, and all barriers throughout the project, instead of the planned stained concrete. This design change required changing details for civil, retaining wall, overcrossing, pump station, specifications, and cost estimate. Bridge barriers were also heavily modified to align with reviewer comments given beginning at the first 100% submittal.
- Steel Structure Review: A new Caltrans steel specialist reviewer introduced at the third submittal resulted in a different approach requiring substantial splicing detail revisions and loading recalculations. Coordination with manufacturers regarding delivery of materials and finding additional suppliers was required due to comments received from this additional review.
- Additional Construction Signage and Freeway Closures. It was determined prior to the 95% submittals that additional reviews for freeway closures were not deemed necessary. Caltrans staffing changes led to the necessity for a freeway closure approval meeting reviewing and updating previously agreed upon closure details. Amendment 4 included the effort required to prepare and coordinate these closures with Caltrans at a total of 23 hours. Effort exceeded the previously agreed upon effort including coordination time, comment responses, and edits to traffic charts, specifications, cost estimates, and plans.
- The Freeway Maintenance Agreement (FMA) production and coordination was originally managed and lead by the CONSULTANT. Beginning in 2021, reviews and revisions regularly took place extending into 2025. The Agreement was determined by Caltrans to be updated from a interchange specific agreement to include the entire city of Colton and Caltrans. The agreement scope changed including four additional interchanges. Multiple reviews with change of direction and Caltrans staffing led to continued revisions

extending into June of 2025. FMA production responsibility was eventually taken over by Caltrans in May of 2025. FMA Coordination continued into June of 2025. As of August 2025, the agreement was yet to be finalized.

The effort incurred by these additional project requirements totaled \$261,794

TASK 3.255-2 Coordination:

The original agreement included three (3) meetings per month, including one PDT meeting. Beginning January 14, 2025, the CONSULTANT attended additional weekly coordination meetings to monitor review and approval progress. Additionally, the project contract was originally executed in August 2018 with final PS&E achieved in August 2025 for a total design development duration of 7 years for PA&ED and PS&E. Project delays include unforeseen right-of-way coordination with the City of Colton, additional Caltrans reviews, and delays in agency review and approval times due to COVID-19. Extended duration and review frequency required additional coordination beyond the 2018 scope assumptions.

The effort incurred by these additional project requirements totaled \$7,752

TASK 3.255-3 Gravity Wall Detail:

Gravity walls outside Caltrans right-of-way were designed per AASHTO LRFD Bridge Design Specifications. Although initially intended as City standard plan detail with limited seismic check, Caltrans reviewers provided extensive comments referencing full LRFD provisions and conflicting ADA guidance. The CONSULTANT addressed these comments through the first two 100% reviews. After two review cycle, Caltrans rescinded previous comments acknowledging the simplicity of the gravity wall design.

The effort incurred by these additional project requirements totaled \$5,955

TASK 3.255-4 FHWA Freeway Encroachment Policy Exception:

At Caltrans' direction, the CONSULTANT processed an Encroachment Policy Exception with FHWA. FHWA's review delays required removing these features from the plans and specification per Caltrans recommendations. However, upon receiving FHWA approval, Caltrans direction was to reincorporate features related to the encroachment requiring more revisions to plans, quantities, and estimates, as well as two additional QC reviews.

The effort incurred by these additional project requirements totaled \$7,144

TASK 3.255-5 Fire Marshal Permit Extension:

The Fire Marshal Permit obtained for PS&E was valid for one year. The CONSULTANT performed additional coordination with CAL FIRE and Caltrans to secure the permit extension necessary to maintain readiness for construction.

The effort incurred by these additional project requirements totaled \$5,829

The total effort requested is **\$288,474**

EXHIBIT B-4

Consultant Kimley-Horn and Associates, Inc.

Contract No. _____

Date 11/4/2025

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Principal		5	108.66		\$108.66	\$543.30
Project Manager	Jason Valencia	72	69.24		\$69.24	\$4,985.28
QC/QA	Darren Adrian	0	87.50		\$87.50	\$0.00
Project Engineer Prof II	Cameron Reid	342	72.60		\$72.60	\$24,829.20
Sr. Bridge Engineer	Andy Sanford	160	83.18		\$83.18	\$13,308.80
Sr. Professional III QC		60	74.28	92.10	\$83.19	\$4,991.40
Sr. Professional II		70	65.61	69.83	\$67.72	\$4,740.40
Sr. Professional I		120	57.21	65.36	\$61.29	\$7,354.80
Professional II		0	47.54	56.96	\$52.25	\$0.00
Professional I		100	38.38	47.30	\$42.84	\$4,284.00
Analyst II		260	34.57	38.30	\$36.44	\$9,474.40
Analyst I		140	30.86	33.93	\$32.40	\$4,536.00
Sr. Technical Support		0	35.91	47.05	\$41.48	\$0.00
Support Staff		0	22.54	39.63	\$31.09	\$0.00
Sr. Technical Advisor		0	95.09	105.99	\$100.54	\$0.00

Labor Costs

a) Subtotal Direct Labor Costs	\$	\$79,047.58
b) Anticipated Salary Increases (see page 2 for sample)	\$	9,915.68
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$	88,963.26

Fringe Benefits

d) Fringe Benefits (Rate <u>42.14%</u> %)	e) Total Fringe Benefits [(c)x(d)]	\$	37,489.12
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Indirect Costs

f) Overhead (Rate <u>0.51%</u> %)	g) Overhead [(c)x (f)]	\$	453.71
h) General and Administrative (Rate <u>154.88%</u> %)	i) Gen & Admin [(c) x (h)]	\$	137,786.30
j) Total Indirect Costs [(g)+(i)]		\$	138,240.01

Fixed Fee (Profit)

n) (Rate <u>9.00%</u> %)	k) Fixed fee [(c) + (e) + (i)] x (n)	\$	23,781.48
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Total Loaded Labor Costs

288,474

Other Direct Costs (ODC)

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$	
m) Reproduction	\$	
n) Title Reports	\$	
o) Subconsultant Costs (Arellano)	\$	-
p) Subconsultant Costs (EPIC)	\$	-
q) Subconsultant Costs (Fehr & Peers)	\$	-
r) Subconsultant Costs (Geocon) ISA, Geotech Update	\$	
s) Subconsultant Costs (ICF) HPSR, NESMI	\$	
t) Subconsultant Costs (Guida)	\$	
u) Subconsultant Costs (TYLIN) Electrical, Independent Review	\$	
v) Subconsultant Costs (VMS)	\$	-

p) Total Other Direct Costs [(l) + (m) + (n) + (o) + (p) + (q) + (r) + (s) + (t)]	\$	-
Total cost [(c) + (e) + (j) + (k) + (p)]	\$	288,474

Notes:

- Employees subject to prevailing wage requirements to be marked with an *.

Form 348-10-H Cost Proposal
Actual Cost- Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts

Consultant Kimley-Horn and Associates, Inc. Contract No. 0 Date 11/4/2025

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 79,047.58 /	1329 =	\$ 59.48	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

	Average hourly rate		Proposed Escalation			
Year 1	\$ 59.48	+	3%	=	\$ 61.26	Year 2 Avg Hourly Rate
Year 2	\$ 61.26	+	3%	=	\$ 63.10	Year 3 Avg Hourly Rate
Year 3	\$ 63.10	+	3%	=	\$ 64.99	Year 4 Avg Hourly Rate
Year 4	\$ 64.99	+	3%	=	\$ 66.94	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

	Estimated % Completed Each year		Total Hours Per Cost Proposal		Total Hours per Year	
Year 1	0.0%	*	1329	=	0.0	Estimated Hours Year 1
Year 2	0.0%	*	1329	=	0.0	Estimated Hours Year 2
Year 3	0.0%	*	1329	=	0.0	Estimated Hours Year 3
Year 4	0.0%	*	1329	=	0.0	Estimated Hours Year 4
Year 5	100.0%	*	1329	=	1329.0	Estimated Hours Year 5
Total	100.0%		Total	=	1329	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number hours)

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated above)		Cost Per Year	
Year 1	\$ 59.48	*	0.0	=	\$ -	Estimated Hours Year 1
Year 2	\$ 61.26	*	0.0	=	\$ -	Estimated Hours Year 2
Year 3	\$ 63.10	*	0.0	=	\$ -	Estimated Hours Year 3
Year 4	\$ 64.99	*	0.0	=	\$ -	Estimated Hours Year 4
Year 5	\$ 66.94	*	1329.0	=	\$ 88,963.26	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =					\$ 88,963.26	
Direct Labor Subtotal before Escalation =					\$ 79,047.58	
Estimated Total of Direct Labor Salary Increase =					\$ 9,915.68	Transferred to page 1

Year 1 = through 6/30/18 Year 2 + 7/1/18 to 6/30/19 Year 3 = 7/1/19 to 6/30/20 Year 4 = 7/1/20 to 6/30/21 Year 5 = 7/1/21 to 6/30/22

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section ?
- Estimated yearly percent completed from resource loaded schedule

Contract: Date: 11/4/2025

Detail Sheet														
Task Description			Consultant											
			Kimley-Horn and Associates, Inc.											
Row	WBS Number	Drawing or Item of Work - Titles	Principal	Project Manager	Project Engineer Prof II	Sr. Bridge Engineer	Sr. Professional III QC	Sr. Professional III	Sr. Professional I	Professional II	Professional I	Analyst II	Analyst I	Total Hours
1	3.255	PREPARE PLANS, SPECIFICATIONS & ESTIMATE (PS&E)												
2	3.255-1	Additional PS&E Submittals												
3		Response to Comments		8.0	60.0	20.0						20.0		108.
4		Resolve Comments	1.0	10.0	20.0	20.0			6.0					57.
5		Design updates		12.0	50.0	40.0		10.0	40.0		20.0	60.0	50.0	282.
6		Plan Updates	2.0		70.0	30.0		20.0	44.0		40.0	120.0	90.0	416.
7		Specification updates		8.0	20.0		10.0	30.0	20.0		20.0			108.
8		QC/QC	2.0	8.0	20.0	40.0	40.0	10.0						120.
9		Quantity Cost Updates		8.0	50.0		10.0		10.0		20.0	20.0		118.
10														
18														
19	3.255-2	Coordination												
20		Coordination		16.0	14.0									30.
21														
22	3.255-3	Gravity Wall Detail												
23		Gravity Wall Detail			6.0	10.0						10.0		26.
24														
25	3.255-4	FHWA Freeway Encroachment Policy Exception												
26		FHWA Freeway Encroachment Policy Exception		2.0	10.0							30.0		42.
27														
28	3.255-5	Fire Marshal Permit Extension												
29		Fire Marshal Permit Extension			22.0									22.
30														
35														
36														
50														
Total Hours			5.0	72.0	342.0	160.0	60.0	70.0	120.0		100.0	260.0	140.0	1,329.

Contract: 0

Detail Sheet								
Task Description								
0								
A	B	C	AI	AI1	AJ	AK	AL	AM
Row	WBS Number	Drawing or Item of Work - Titles			197.53%	9.00%		
			Hours Total	Direct Labor Total	Overhead Cost	Fee	Total Labor Costs	Escalated Total Labor Cost
1	3.255	PREPARE PLANS, SPECIFICATIONS & ESTIMATE (PS&E)	0.0	\$ -	\$ -	\$ -	\$ -	\$ -
2	3.255-1	Additional PS&E Submittals	0.0	\$ -	\$ -	\$ -	\$ -	\$ -
3		Response to Comments	108.0	\$ 7,302.32	\$ 14,424.27	\$ 1,955.39	\$ 23,681.99	\$ 26,648.87
4		Resolve Comments	57.0	\$ 4,284.40	\$ 8,462.98	\$ 1,147.26	\$ 13,894.64	\$ 15,635.36
5		Design updates	282.0	\$ 15,580.08	\$ 30,775.33	\$ 4,171.99	\$ 50,527.40	\$ 56,857.48
6		Plan Updates	416.0	\$ 20,848.28	\$ 41,181.61	\$ 5,582.69	\$ 67,612.58	\$ 76,083.09
7		Specification updates	108.0	\$ 6,952.02	\$ 13,732.33	\$ 1,861.59	\$ 22,545.94	\$ 25,370.49
8		QC/QC	120.0	\$ 9,555.24	\$ 18,874.47	\$ 2,558.67	\$ 30,988.38	\$ 34,870.61
9		Quantity Cost Updates	118.0	\$ 7,214.32	\$ 14,250.45	\$ 1,931.83	\$ 23,396.60	\$ 26,327.72
10			0.0	\$ -	\$ -	\$ -	\$ -	\$ -
18			0.0	\$ -	\$ -	\$ -	\$ -	\$ -
19	3.255-2	Coordination	0.0	\$ -	\$ -	\$ -	\$ -	\$ -
20		Coordination	30.0	\$ 2,124.24	\$ 4,196.01	\$ 568.82	\$ 6,889.07	\$ 7,752.14
21			0.0	\$ -	\$ -	\$ -	\$ -	\$ -
22	3.255-3	Gravity Wall Detail	0.0	\$ -	\$ -	\$ -	\$ -	\$ -
23		Gravity Wall Detail	26.0	\$ 1,631.80	\$ 3,223.29	\$ 436.96	\$ 5,292.05	\$ 5,955.04
24			0.0	\$ -	\$ -	\$ -	\$ -	\$ -
25	3.255-4	FHWA Freeway Encroachment Policy Exception	0.0	\$ -	\$ -	\$ -	\$ -	\$ -
26		FHWA Freeway Encroachment Policy Exception	42.0	\$ 1,957.68	\$ 3,867.01	\$ 524.22	\$ 6,348.91	\$ 7,144.30
27			0.0	\$ -	\$ -	\$ -	\$ -	\$ -
28	3.255-5	Fire Marshal Permit Extension	0.0	\$ -	\$ -	\$ -	\$ -	\$ -
29		Fire Marshal Permit Extension	22.0	\$ 1,597.20	\$ 3,154.95	\$ 427.69	\$ 5,179.84	\$ 5,828.77
30			0.0	\$ -	\$ -	\$ -	\$ -	\$ -
200			0.0	\$ -	\$ -	\$ -	\$ -	\$ -
Total Hours			1,329.0	\$ 79,047.58	\$ 156,142.68	\$ 21,167.12	\$ 256,357.39	\$ 288,473.87

TRUE

- Changes to Level 5 Task budgets requires SANBAG Project Manager approval.

Minute Action

AGENDA ITEM: 5

Date: December 11, 2025

Subject:

Contract 25-1003335 for Construction Management Services for the Highland/Redlands Regional Gap Connector Project

Recommendation:

That the following be reviewed and recommended for final approval by the Board of Directors, acting as the San Bernardino County Transportation Authority (SBCTA), at a regularly scheduled Board meeting:

A. Authorize the Executive Director, or her designee, to execute Contract No. 25-1003335 to FCG Consultants, Inc., in a not-to-exceed amount of \$897,312.18, for Construction Management Services for the Highland/Redlands Regional Gap Connector Project (Project), for a two-year term, through December 31, 2027 to be funded with Measure I Valley Arterial, City of Highland and City of Redlands funds upon the execution the Cooperative Agreements with each City, and subject to approval as to form by SBCTA General Counsel.

B. Approve a contingency budget of \$89,731 for Contract No. 25-1003335, which would be released by the Department Director as necessary in compliance with SBCTA Contracting and Procurement Policy No. 11000 VIII.B.6 to be funded with Measure I Valley Arterial, City of Highland and City of Redlands funds.

Background:

The Highland/Redlands Regional Gap Connector Project (Project) is a cooperative effort between San Bernardino County Transportation Authority (SBCTA), the California Department of Transportation (Caltrans), the City of Highland, and the City of Redlands to construct new active transportation improvements including bicycle and pedestrian paths connecting the City of Highland to the City of Redlands. These improvements would directly impact students using non-motorized transportation to access Citrus Valley High School (CVHS). CVHS opened in the City of Redlands with an attendance area boundary map almost entirely in the City of Highland.

The only direct route to the school from the City of Highland is via Boulder Avenue/Orange Street, which is currently a two-lane roadway with no bicycle/pedestrian facility. Upon completion of the Project, students would be able to bicycle or walk to and from CVHS. As an additional bonus, this Project would also bisect the eventual Santa Ana River Trail (SART) project at Orange Street. This connectivity would allow all users to connect to the SART, which ultimately terminates at the Pacific Ocean.

On September 3, 2025, the SBCTA Board of Directors authorized the release of the Request for Proposal (RFP) No. 25-1003335 seeking a firm knowledgeable and experienced to provide Construction Management Services for the Highland/Redlands Regional Gap Connector Project.

The RFP notification for this project was received by 1,703 firms registered on PlanetBids and was downloaded by 55 firms. A Pre-Proposal conference was held on September 10, 2025 and attended by 14 firms.

Entity: San Bernardino County Transportation Authority

On September 29, 2025, SBCTA received six proposals from:

Accenture Infrastructure and Capital Projects, LLC
Dynamic Engineering Services, Inc.
FCG Consultants, Inc.
Fountainhead Consulting Corporation
TKE Engineering
Z & K Consultants, Inc.

The Evaluation Committee (Committee) consisted of two SBCTA staff, one representative from the City of Redlands, and one representative from the City of Highland. The procurement professional reviewed each proposal to determine whether it was responsive to the requirements of the RFP. Each panel member independently read and scored each firm's proposal and on October 9, 2025, the Committee met to evaluate and rank the firms based on qualifications, related experience, references, staffing and organization, and work plan. The panel members individually scored the proposals based on the following evaluation criteria: Qualifications of the Firm – 25 points, Proposed Staffing and Project Organization – 30 points and Work Plan - 45 points, for a total of 100 points.

On October 15, 2025, Accenture Infrastructure and Capital Projects LLC, Dynamic Engineering Services, Inc., FCG Consultants, Inc., and Z & K Consultants, Inc. were invited to interview to further assess their firms' capabilities in being able to fulfill the obligations of the scope of work. The Committee independently scored each firm based on the firms' answers to questions.

The interview and technical proposal were weighted 60% and 40%, respectively. As a result of the scoring, the Committee recommended that the contract to perform the scope of work, as outlined in RFP No. 25-1003335, be awarded to FCG Consultants, Inc. The firm ranked first in technical score and overall score. The firm clearly demonstrated a thorough understanding of the scope of work and proposed a qualified team, clear concise work plan, and showed the ability to perform all work and services necessary to complete the Project.

Following the Committee's recommendation for selection, staff negotiated the final cost with the consultant. Staff is recommending that the Board delegate authority to the Executive Director, or her designee, to execute Construction Management Services Contract No. 25-1003335, for a total not-to-exceed amount of \$897,312.18 upon execution of the cooperative agreements with each City, and subject to approval as to form by SBCTA General Counsel. City of Highland and City of Redlands are expected to take the agreement to the January 13, 2026, and January 17, 2026, Council meeting respectively.

Staff is also recommending that the Board approve a 10% contingency budget, to be released in accordance with SBCTA Contracting and Procurement Policy No. 11000, VIII.B.6.

Financial Impact:

The Project is included in the adopted Budget for Fiscal Year 2025/2026 and funded with Measure I Valley Arterial and local project funds from the Cities of Highland and Redlands in Program 40, Project Delivery.

Board of Directors Metro Valley Study Session Agenda Item

December 11, 2025

Page 3

Reviewed By:

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

Responsible Staff:

Jeffery Hill, Assistant Project Delivery Manager

Approved
Board of Directors Metro Valley Study Session
Date: December 11, 2025

Witnessed By:

San Bernardino County Transportation Authority

Contract No: 25-1003335 Amendment No.:

Contract Class: Payable Department: Project Delivery

Vendor No.: 04110 Vendor Name: FCG Consultants

Description: Construction Management for the Regional Gap Connector in the City of Highland/Redlands

Dollar Amount							
Original Contract		\$	897,312.18	Original Contingency		\$	89,731.00
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	897,312.18	Total Contingency Value		\$	89,731.00
	Total Dollar Authority (Contract Value and Contingency)					\$	987,043.18

Board of Directors	Date:	01/07/2026	Committee	Item #
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Other Contracts	Sole Source?	No	No Budget Adjustment
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Local	Construction Management	N/A
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Estimated Start Date:	01/07/2026	Expiration Date:	12/31/2027	Revised Expiration Date:
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NHS: No QMP/QAP: No Prevailing Wage: Yes

[illegible]

Sub-						Sub-					
Fund	Prog	Task	Task	Revenue	Total Contract Funding:	Fund	Prog	Task	Task	Revenue	Total Contract Funding:
GL:						GL:					-

Jeffery Hill

Kristi Harris

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

CONTRACT No. 25-1003335**BY AND BETWEEN****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND****FCG CONSULTANTS, INC.****FOR****CONSTRUCTION MANAGEMENT SERVICES FOR HIGHLAND/REDLANDS
REGIONAL GAP CONNECTOR PROJECT**

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 FCG Consultants, Inc. ("CONSULTANT") whose address is: 22885 Savi Ranch Parkway, Suite G, Yorba Linda, CA 92887. SBCTA and CONSULTANT are each a "Party" and collectively the "Parties."

RECITALS:

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

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

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

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK

- 1.1 CONSULTANT agrees to perform the work and services set forth in Exhibit A – “Scope of Work”, (“Work”), in accordance with all applicable professional architectural, engineering, construction management, land surveying and/or materials testing standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined herein. The word "Work", as used herein, includes without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and Work imposed upon or assumed by CONSULTANT hereunder; and the Work performed hereunder shall be completed to the satisfaction of SBCTA, with their satisfaction being based on prevailing applicable professional standards.
- 1.2 The Project Manager for this Contract is Jeffery Hill, or such other designee as shall be designated in written notice to CONSULTANT from time to time by SBCTA’s Director of Project Delivery or his or her designee. The Project Manager shall have authority to act on behalf of SBCTA in administering this Contract, including giving notices (including without limitation, notices of default and/or termination), technical directions and approvals, demanding performance and accepting work performed, but is not authorized to receive or issue payments or execute amendments to the Contract itself.

ARTICLE 2. CONTRACT TERM

The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA’s Procurement Analyst and shall continue in effect through December 31, 2027 or until otherwise terminated, or unless extended as hereinafter provided by written amendment. Except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any work performed or costs incurred prior to issuance of the NTP.

ARTICLE 3. COMPENSATION

Total compensation to CONSULTANT for full and complete performance of the Work in compliance with all the terms and conditions of this Contract shall be on a Specified Rates of Compensation basis for all obligations incurred in, or application to, Consultant’s performance of Work and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and services (except as may be explicitly set forth in this Contract as furnished by SBCTA), and shall not exceed Eight Hundred Ninety-Seven Thousand, Three Hundred Twelve Dollars and Eighteen Cents (\$897,312.18) unless authorized by a contract amendment.

- 3.1 CONSULTANT shall be paid at an agreed and supported specific fixed hourly, daily, weekly or monthly rate, for each class of employee engaged directly in the Work. Such rates of pay include the CONSULTANT’s estimated costs and net fee (profit). The specific rates of compensation, except for an individual acting as a sole proprietor, are to include an hourly breakdown, direct salary costs, fringe benefits, indirect costs, and net fee as set forth in Exhibit B.

Commencing on January 1, 2027, and adjusted annually every subsequent January 1st, during the Contract term, the maximum labor rate of the labor rate range for the classifications/titles in Exhibit “B” of this Contract will be adjusted by the percentage change identified in the U.S.

Bureau of Labor Statistics' "Table 5. Employment Cost Index for total compensation, for private industry workers, by occupational group and industry", for the "Occupational group", "Professional and related" ("ECI series"), from December of the prior year to December of the current year. That is, the first adjustment will go into effect on January 1, 2027, and the adjustment to go into effect on January 1, 2027 will be the increase in the ECI series between December 2025 and December 2026, while the increase to go into effect on January 1, 2028, if the Contract term is extended, will be the increase in the ECI series between December of 2026 and December of 2027, and so forth each subsequent January 1 of the Contract term. The ECI series is not seasonally adjusted and includes any successor index if the ECI series is discontinued. Annual merit increases to billable rates may be requested for each of the employees in the classifications/titles, subject to SBCTA Project Manager approval. At no point shall any employee's billable rate, which consists of the employee's actual base rate, approved overhead, and approved fixed fee, exceed the existing maximum labor rate of their classification/title.

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

the format stipulated by SBCTA and shall reference this Contract number and Project title. Invoices should be e-mailed to SBCTA at the following address:

ap@gosbeta.com

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

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

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

ARTICLE 4. TAXES, DUTIES AND FEES

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

ARTICLE 5. AVAILABILITY OF FUNDS

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

ARTICLE 6. PERMITS AND LICENSES

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

ARTICLE 7. DOCUMENTATION AND RIGHT TO AUDIT

- 7.1 CONSULTANT shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer. CONSULTANT shall provide SBCTA, its authorized representatives, 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.

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

ARTICLE 8. RESPONSIBILITY OF CONSULTANT

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

- 8.5 As applicable, the responsible consultant/engineer shall sign all engineering data furnished by him/her, certify as-built drawings, and where appropriate, indicate his/her California registration or license number.

ARTICLE 9. REPORTING AND DELIVERABLES

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

ARTICLE 10. TECHNICAL DIRECTION

- 10.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA’s Project Manager, which will be identified in writing to CONSULTANT, upon issuance of the NTP and/or subsequently by written notice during the Contract. The term "Technical Direction" is defined to include, without limitation:
- 10.1.1 Directions to CONSULTANT, which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Work.
 - 10.1.2 Provision of written information to CONSULTANT, which assists in the interpretation of drawings, reports, or technical portions of the Scope of Work described herein.
 - 10.1.3 Review and, where required by the Contract, approval of technical reports, drawings, specifications and technical information to be delivered by CONSULTANT to SBCTA under the Contract.
 - 10.1.4 SBCTA’s Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications as defined herein are limited to: substitutions of personnel identified in this Contract, including Key Personnel and subconsultants; modifications to hourly rates, classifications, and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All administrative modifications shall be documented in writing between the Parties.
- 10.2 Technical Direction must be within the Scope of Work under this Contract. SBCTA’s Project Manager does not have the authority to, and may not, issue any Technical Direction which:
- 10.2.1 Increases or decreases the Scope of Work;
 - 10.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;
 - 10.2.3 Constitutes a change as defined in the “CHANGES” Article of the Contract;
 - 10.2.4 In any manner cause an increase or decrease in the Contract price as identified in Article 3, herein, or the time required for Contract performance;

- 10.2.5 Changes any of the expressed terms, conditions or specifications of the Contract; unless identified herein;
- 10.2.6 Interferes with the CONSULTANT's right to perform the terms and conditions of the Contract; or
- 10.2.7 Approves any demand or claim for additional payment.
- 10.3 Failure of CONSULTANT and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken, shall be subject to the provisions of the "DISPUTES" Article herein.
- 10.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.
- 10.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager, in the manner prescribed by this Article and within 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 10.2.1 through 10.2.7 above, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from the CONSULTANT, SBCTA shall:
- 10.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of the CONSULTANT's letter that the Technical Direction is or is not within the scope of this Contract.
- 10.5.2 Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

ARTICLE 11. CHANGES

- 11.1 The Work shall be subject to changes by additions, deletions, or revisions made by SBCTA. CONSULTANT will be advised of any such changes by written notification from SBCTA describing the change. This notification will not be binding on SBCTA until SBCTA's Awarding Authority has approved any amendment to this Contract.
- 11.2 Promptly after such written notification of change is given to CONSULTANT by SBCTA, the Parties will attempt to negotiate a mutually agreeable adjustment to compensation or time of performance, and amend the Contract accordingly.

ARTICLE 12. EQUAL EMPLOYMENT OPPORTUNITY

- 12.1 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, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, sex, marital status, gender identity, gender expression, age, sexual orientation, age, or military and or veteran status. CONSULTANT agrees to comply with 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.

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

ARTICLE 13. CONFLICT OF INTEREST

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

ARTICLE 14. KEY PERSONNEL

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

Name	Job Classification/Function
A.B. Fakhouri	Project Manager
Fabian Aoun	Resident Engineer
Ryan Kash	Structure Rep

ARTICLE 15. REPRESENTATIONS

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

ARTICLE 16. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 16.1 If, as part of this Contract, CONSULTANT is required to produce materials, documents data, or information (“Products”), then CONSULTANT, if requested by SBCTA, shall deliver to SBCTA the original of all such Products which shall become the sole property of SBCTA.
- 16.2 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.
- 16.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONSULTANT from or through SBCTA unless (a) the information was known to CONSULTANT prior to obtaining same from SBCTA or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of the fault of an unauthorized disclosure by CONSULTANT or its employees, agents, or subconsultants; or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONSULTANT, shall be maintained as 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. 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.
- 16.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA. CONSULTANT shall not release any reports, information or promotional material related to this Contract for any purpose without prior written approval of SBCTA.
- 16.5 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.
- 16.6 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 17. CONSTRUCTION CLAIMS

- 17.1 If claims are filed by SBCTA's construction contractor, and additional information or assistance from the CONSULTANT's personnel is required in order to evaluate or defend

against such claims CONSULTANT agrees to make its personnel available for consultation with SBCTA's construction contract administrator and legal staff, and for testimony, if necessary, at depositions, administrative proceedings, trial or arbitration proceedings.

- 17.2 CONSULTANT's personnel that SBCTA considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from SBCTA. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for the CONSULTANT's personnel under this Contract.
- 17.3 Services of the CONSULTANT's personnel in connection with SBCTA's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Contract in order to finally resolve the claims.

ARTICLE 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 shall be filed against CONSULTANT or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws, (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its subconsultants related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take

possession of the products and finished Work by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, of the same or any other provision, nor be deemed to waive, amend, or modify this Contract.

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 the Termination For Cause provision herein.

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 CONSULTANT shall furnish SBCTA with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page(s) of the CGL policy listing all policy endorsements, before work begins. Prior to commencing the Work, subject to the provisions of Article 21.2 “General Provisions”, at all times during the performance of the Work, and for such additional periods as required herein, CONSULTANT shall, at CONSULTANT’s sole expense, procure and maintain insurance coverage with the following minimum requirements, and shall require all subcontractors of every tier performing any portion of the Work to procure and maintain such insurance as specified below:

21.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than \$2,000,000 per claim
- An annual aggregate limit of not less than \$4,000,000
- 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 **\$3,000,000 each occurrence.**
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
 - \$2,000,000 per occurrence limit for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury
 - \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA’s Risk Manager determines it is in SBCTA’s best interests to require such coverage,
- If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under “Description of Operations/Locations” (ISO Form CG 25 03 or CG 2504).

- Coverage is to be on an “occurrence” form. “Claims made” and “modified occurrence” forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

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 **\$3,000,000** each accident. This total limit of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the 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 Railroad Protective Liability. Intentionally Omitted

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

21.2 General Provisions

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

21.2.2 Additional Insured Coverage. All policies, except those for Workers' Compensation, Cyber Liability and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then the ISO Form that most closely matches CG 20 10 11 85, to name San Bernardino County Transportation Authority, City of Highland, City of Redlands, , and their officers, directors, members, employees, agents and volunteers, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for any additional insured to vicarious liability but shall allow coverage for all 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 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 outlined in this Article; set forth the 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 sub-consultant with the exceptions of Professional Liability, Cyber Liability, and Worker's Compensation, shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or sub-consultants' 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 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.

- 21.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds, and all indemnified parties named in this agreement, 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 Risk Manager, 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 Project Specific Insurance. All insurance coverage required to be provided by CONSULTANT, except Automobile Liability, Cyber Liability, and Workers' Compensation, shall apply specifically and exclusively for the Project and extend to all aspects of the Work, with coverage limits dedicated solely to the Project. Use of other insurance programs is acceptable, provided that coverage under such programs provides dedicated Project-specific limits and identified premiums and meets all requirements described in the contract.
- 21.2.9 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.

- 21.2.10 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, secure any coverage SBCTA deems necessary to fill the gap caused by the lapse in CONSULTANT's 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 the 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.
- 21.2.11 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 21.2.12 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultants to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.
- 21.2.13 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, the additional insureds identified in this contract 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 the additional insureds identified in this contract.
- 21.2.14 Review of Coverage. SBCTA may at any time review the coverage, form, and amount of insurance required under this contract, and may require the CONSULTANT to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk that exists at that time. SBCTA may change the insurance coverages and limits required under this contract by notice to the CONSULTANT, whereupon the CONSULTANT will, within

sixty (60) days of such date of notice, 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.

- 21.2.15 Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 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, City of Highland, City of Redlands, and their authorized officers, employees, agents and volunteers, from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertaining to, or that are related to the negligence, recklessness, or willful misconduct of the design professional.

- 22.2 For all other Work, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, City of Highland, City of Redlands and their authorized officers, employees, agents and volunteers (Indemnitees), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of or related to any act or omission of CONSULTANT or any of its officers, employees, agents, sub-consultants or volunteers and for any costs or expenses incurred by any indemnitees on account of any such Claims except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. CONSULTANT's indemnification obligation applies to indemnitees' "passive" negligence but does not apply to an indemnitee's "active negligence," "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 associated with a modification to a construction contract required because of an error or deficiency in the Work provided by CONSULTANT under this Contract.

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

ARTICLE 26. INSPECTION OF OPERATIONS

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 under this Contract, and all representatives of CONSULTANT, shall be and remain the employees or agents of CONSULTANT or of CONSULTANT's subconsultant(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of SBCTA.

ARTICLE 28. ATTORNEY'S FEES

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

Party hereto and payable under the “Indemnity” provision of the Contract.

ARTICLE 29. GOVERNING LAW AND VENUE

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

ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 31. PRECEDENCE

- 31.1 The Contract consists of the Contract Articles, Exhibit A, “Scope of Work” and Exhibit B “Cost Proposal,” SBCTA’s Request For Proposal, and CONSULTANT’s proposal, all of which are incorporated in 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 email or fax during regular business hours; (b) the first business day following delivery by fax or email when made not during regular business hours; or (c) the fourth business day following deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. CONSULTANT shall notify SBCTA of any contact information changes within ten (10) business days of the change.

To CONSULTANT	To SBCTA
22885 Savi Ranch Pkwy Suite G	1170 W. 3rd Street, 2nd Floor
Yorba Linda, CA 92887	San Bernardino, CA 92410-1715
Attn: A.B. Fakhouri	Attn: Jeffery Hill
Email: ab.fakhouri@fcgconsultants.com	Email: jhill@gosbcta.com
Cc: Fabian Aoun	Cc: Procurement Manager
Email: Fabian.aoun@fcgconsultants.com	Email: procurement@gosbcta.com
Phone: (714) 312-0317	Phone: (909) 884-8276

ARTICLE 33. DISPUTES

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

ARTICLE 34. GRATUITIES

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

ARTICLE 35. REVIEW AND ACCEPTANCE

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

ARTICLE 36. CONFIDENTIALITY

See Article 16

ARTICLE 37. EVALUATION OF CONSULTANT

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

ARTICLE 38. SAFETY

CONSULTANT shall strictly comply with all OSHA regulations, local, municipal, state, and federal safety and health laws, orders and regulations applicable to CONSULTANT's operations in the performance of Work under this Contract. CONSULTANT shall comply with safety instructions issued by SBCTA and their representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while on the project construction site.

ARTICLE 39. DRUG FREE WORKPLACE

CONSULTANT agrees to comply with the Drug Free Workplace Act of 1990 per Government Code Section 8350 et seq, the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 8103, et seq.; U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 49 CFR Part 32; and U.S. OMB regulatory guidance, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 2 CFR Part 182, particularly where the U.S. OMB regulatory guidance supersedes comparable provisions of 49 CFR Part 32.

ARTICLE 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. STATE PREVAILING WAGE RATES

- 42.1 CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the Work.
- 42.2 Any subcontract entered into as a result of this Contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

ARTICLE 43. CONTINGENT FEE

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

ARTICLE 44. FORCE MAJEURE

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

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

ARTICLE 49. EFFECTIVE DATE

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

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

FCG CONSULTANTS, INC.**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Maha Alfakhouri
President/CEO

Date: _____

By: _____
Rick Denison
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Abdallah Fakhouri
Secretary

Date: _____

By: _____
Iain MacMillan
Assistant General Counsel

CONCURRENCE

By: _____
Alicia J. Bullock
Procurement Manager

EXHIBIT A – SCOPE OF WORK

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A. DESCRIPTION OF SERVICES

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

Highland/Redlands Gap Connector Project

The Highland/Redlands Gap Connector Project is a cooperative effort between San Bernardino County Transportation Authority (SBCTA), the California Department of Transportation (Caltrans), the City of Highland, and City of Redlands to construct new active transportation improvements including bicycle and pedestrian paths connecting the City of Highland to City of Redlands. These improvements would directly impact students using non-motorized transportation to access Citrus Valley High School (CVHS). CVHS opened in the City of Redlands with an attendance area boundary map almost entirely in the City of Highland. The only direct route to the school from Highland is via Boulder Avenue/Orange Street, which is currently a two-lane roadway with no bicycle/pedestrian facility. Upon completion of the Project, students would be able to bicycle or walk to and from CVHS. As an additional bonus, this Project would also bisect the eventual Santa Ana River Trail (SART) project at Orange Street. This connectivity would allow for all users of the Project to connect to the SART, which ultimately terminates at the Pacific Ocean.

SBCTA intends to advertise, award and administer one construction contract for this project. The successful consultant firm will provide the requested construction management and support services.

Services

Services are anticipated to generally include, but are not limited to the following: participation in the evaluation of scheduling of the proposed project; constructability review; oversight, construction project advertising, bid analysis, and award; construction inspection; construction surveying, materials testing, landscape inspection, contractor interface and contract administration; office engineering; and other assorted duties as appropriate in managing construction of a Caltrans and city roadway improvement project.

It is expected that the Consultant will assign a full-time Resident Engineer to coordinate all contract and personnel activities for all phases of construction. Other Resident Engineer(s) and inspection personnel may be assigned to direct and coordinate all project specific field activities and responsibilities as needed for satisfactory performance on the project. The Resident Engineer assigned for this project shall be licensed as a Professional Civil Engineer in the State of California at the time of proposal submittal and through the duration of the contract. The Consultant is expected to provide a Survey Project Manager, and Materials Testing/Source Inspection Project Manager, to administer the construction support services requested herein and to assign qualified field personnel to perform the requested services. Furthermore, the Resident Engineer shall act as the public outreach liaison to assist the Authority's Public Information Office in implementing the Public Outreach Program established for this project.

Insofar as the Consultant's approach described in the Proposal, the scope of responsibility and the total number of personnel assigned to each phase is left to the discretion of the Consultant. The Proposal shall include a staffing plan, an organization chart and a resource loaded schedule that establish the firm's ability to adequately and appropriately staff and manage the project both during preconstruction and during the construction phase.

SBCTA anticipates that the total contract will be approximately 13 months in duration, with preconstruction services starting in December 2025. SBCTA anticipates advertising for the construction contract in February 2026, awarding the construction contract in May 2026 with Construction Limited Notice to Proceed (LNTP) of 60-calendar day procurement period of long lead items, followed by Construction NTP in July 2026, following the project completion in June 2027 (12 Months), in addition of 2 months of project closeout. The estimated construction capital cost of the project is approximately \$6 million.

CONSULTANT shall provide qualified construction management and inspection, materials testing, construction surveying and public relations personnel to perform a wide variety of construction management, support and contract administration duties as outlined in this Scope of Services for the Project.

The SBCTA Director of Project Delivery has designated a Construction Manager to coordinate all construction activities.

The CONSULTANT shall report to and receive direction from SBCTA through the Construction Manager or assigned designee(s). The SBCTA Construction is responsible for coordination of all SBCTA construction activities and for coordinating the efforts of the total construction team. The SBCTA will be the main contact and primary source of information between SBCTA, cities, outside agencies, supporting consultants and the public for the construction projects.

B. PERFORMANCE REQUIREMENTS

Construction Management: CONSULTANT shall furnish a Project Manager to coordinate CONSULTANT operations with SBCTA. The Project Manager shall be responsible for all matters related to CONSULTANT personnel and operations. The Project Manager may also serve as the Resident Engineer.

CONSULTANT shall also furnish a Resident Engineer and a Structures Representative. The Resident Engineer shall be assigned to direct and coordinate construction activities under this contract. Other Assistant Resident Engineers and Assistant Structures Representatives may be assigned to each specific project responsibilities as needed. The Resident Engineer and Structures Representative shall be a Civil Engineer registered in the State of California and shall be responsible in charge of construction management and construction activities within the Project.

The number of CONSULTANT personnel assigned to the Project will vary throughout the duration of the contract. CONSULTANT personnel will be assigned, in varying levels of responsibility, as needed by the CONSULTANT to meet the Project schedule, Project requirements, and construction activities.

Resumes of personnel must be submitted to SBCTA for review and approval prior to assignment to the Project. SBCTA and CONSULTANT will jointly determine the quality and quantity of services that are required by CONSULTANT personnel. Personnel selected for assignment by CONSULTANT shall be made available for personal interviews prior to acceptance by SBCTA. If, in the opinion of SBCTA, an individual lacks adequate experience, the individual may be rejected or may be accepted on a trial basis until such time the individual's ability to perform the required services has been demonstrated. If, at any time, the performance of CONSULTANT personnel is unsatisfactory to SBCTA, SBCTA may release him/her by written notice and may request another qualified person be assigned.

If CONSULTANT personnel are on leave of absence, the Project Manager shall provide equally qualified replacement personnel, approved by SBCTA, until the assigned personnel returns to the Project

The typical workday includes all hours worked by the construction Contractor. If necessary, overtime for CONSULTANT personnel may be required. The construction Contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for CONSULTANT personnel. The Project Manager, with prior concurrence from SBCTA, shall have the authority to increase, decrease, or eliminate CONSULTANT personnel work hours dependent on the schedule and requirements of the construction Contractor. All overtime required by CONSULTANT personnel shall be approved and authorized by SBCTA prior to each occurrence.

CONSULTANT personnel shall be knowledgeable of and comply with all applicable local, state, and federal regulations. CONSULTANT personnel shall cooperate and consult with SBCTA, State, and City officials during the course of the Project. CONSULTANT personnel shall perform duties as may be required to assure that construction is being performed in accordance with the Project plans and specifications. CONSULTANT personnel shall keep accurate and timely records and document all work performed by the Contractor and CONSULTANT.

CONSULTANT shall monitor for Contractor's compliance with the labor standards provisions of the projects and the related wage determination decisions of the Secretary of Labor.

CONSULTANT personnel shall assist SBCTA and local agencies in obtaining compliance with the safety and accident prevention provisions of the Project. Local agencies will retain jurisdictional control for traffic control.

All services required herein shall be performed in accordance with California Department of Transportation guidelines, regulations, policies, procedures, manuals, and standards, except as noted in the special provisions.

Material Testing & Source Inspection: The number of field testing and source inspection personnel assigned to the Project will vary throughout the duration of the construction contract. CONSULTANT certified material testing and source inspection personnel will be assigned as needed by the Resident Engineer to meet the required numbers and frequencies of testing based on schedule of the construction Contractor.

Material Testing /Source Inspection Services will be provided on an on-call basis. The duration of assignments could vary from a minimum of a few hours to the full term of the Project. CONSULTANT personnel will be available within one (1) day of written notification by SBCTA.

It is the intent of SBCTA to maintain consistency of material testing/source inspection quality throughout each phase of each project. CONSULTANT is therefore encouraged to provide, wherever and whenever possible, the same personnel for the duration of construction of each project.

On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT will not provide services unless authorized by the SBCTA Construction Manager.

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

Inspectors, Precast Concrete Inspectors and other source inspectors, as needed.

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

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

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

Construction surveying services will be provided on an on-call basis. It is the intent of SBCTA to maintain a consistency of construction survey quality throughout each phase of each project. Therefore, CONSULTANT is encouraged to provide the same field personnel for the duration of construction. It is important that the Field Party Chief(s) assigned to a project be completely familiar with the survey requirements and the assignments for the Project.

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

CONSULTANT personnel will:

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

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

C. DUTIES AND RESPONSIBILITIES

1. Pre-construction Services

a. Schedule

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

b. Budget

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

- c. Constructability Review
CONSULTANT shall review Project plans and special provisions for possible errors and deficiencies and report such findings to SBCTA in a format provided by SBCTA.
 - d. Utility relocation assistance
- 2. Bid Process
 - a. Bid Documents

CONSULTANT shall assist SBCTA, as requested, with the following tasks:
 - 1) Review of bid documents
 - 2) Preparation of bid tabulations
 - b. Pre-construction Meetings

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

CONSULTANT shall assist SBCTA, as requested, with the following tasks:
 - 1) Review of bid for completeness and responsiveness.
 - 2) Perform bid analysis.
 - 3) Development of contractor payment schedules, and other procedural items.
 - 4) Checking Contractor references, licenses, insurance, and sureties.
 - 5) Coordination with prospective Contractor for award of construction contract(s).

All processes will be consistent with procedures outlined by the California Department of Transportation for Special Funded Programs and Local Assistance Procedure Manuals.
- 3. Project Administration
 - a. CONSULTANT shall administer Project construction contracts using Caltrans Construction Manual as a guideline.
 - b. CONSULTANT shall conduct regular Project coordination meetings with Contractor, SBCTA, local agencies, and design engineer, as appropriate.
 - c. CONSULTANT shall prepare Contractor progress payments and maintain payment records and supporting documentation. All progress payments shall be reviewed by SBCTA for approval.

- d. CONSULTANT shall provide reports as needed to comply with specific funding requirements.
- e. CONSULTANT shall establish and maintain Project records in accordance with the Caltrans Construction Manual. Project record keeping shall include, but is not limited to, correspondence, memoranda, contract documents, change orders, claims, SBCTA and engineer directives, meeting minutes, shop drawings, supplementary drawings, and requests for payment. CONSULTANT shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractors, subcontractors, and principal material suppliers.
- f. CONSULTANT shall establish and maintain a filing system in hard copies files (for existing hard copies, electronic files do not need to be printed) and in electronic forms for each Project using the Caltrans Construction Manual as a guideline. Electronic data documentation will be required to be uploaded weekly to the SBCTA Laserfiche WebAccess Site.
- g. CONSULTANT shall monitor Contractors' construction schedules on an ongoing basis and alert SBCTA to conditions that may lead to delays in completion of the Project.
- h. CONSULTANT shall prepare and submit a monthly Activity Summary Report for the Project in a format approved by SBCTA. The activity report shall include among other items status of SWPPP issues, RFIs, contract change orders, and notice of potential claims; construction activities completed, ongoing, and upcoming; status of Project budget and schedule, and other highlights and critical issues.
- i. CONSULTANT shall review and ensure compliance with environmental requirements.
- j. CONSULTANT shall participate in partnering sessions with the Contractor, SBCTA, and Local Agencies, as required.
- k. CONSULTANT shall ensure that the Project meets all provisions of the SBCTA Construction Materials Quality Assurance Program and Caltrans Quality Assurance Program Manual.
- l. CONSULTANT shall review Contractors' certified payroll records and ensure compliance with the requirements of the construction contract.
- m. CONSULTANT shall ensure that the Project meets all provisions of the Storm Water Pollution Prevention Plan (SWPPP).
- n. CONSULTANT shall assure that the Project meets all applicable regulations of the Air Quality Management District (AQMD) and State Water Resource Control Board (SWRCB).
- o. CONSULTANT shall maintain redlined as-built plans on an ongoing basis throughout the duration of the Project. Redlined plans shall show all changes made to the original contract plans, each change identified with the name of the approver, date of change approval, and CCO number, if applicable

4. Construction Coordination

- a. CONSULTANT shall provide a minimum of one qualified Resident Engineer and Structures Representative to effectively manage the Project.
- b. CONSULTANT Resident Engineer shall act as a prime point of contact between Contractor, SBCTA, CONSULTANT's construction surveyor, CONSULTANT's materials inspector, and utility companies. CONSULTANT may, when requested by SBCTA, act as point of contact between design engineers, cities, and the public. CONSULTANT shall ensure coordination with property owners adjacent to Project right-of-way to ensure timely communication regarding property-condition survey and construction activities and scheduling.
- c. CONSULTANT shall maintain regular contact with SBCTA's Construction Manager.
- d. CONSULTANT shall coordinate utility relocations with utility companies and their designee(s), as well as the utility inspector.
- e. CONSULTANT shall proactively review Project plans and special provisions for possible errors and deficiencies prior to construction of any specific element and report such findings to SBCTA. Should SBCTA determine that changes are necessary, CONSULTANT shall assist in implementation and processing of change orders in accordance with contract documents.
- f. CONSULTANT shall proactively review Project plans and special provisions; monitor, coordinate, and track construction progress schedule and RFIs; and communicate with various agencies prior to construction of any specific elements to ensure the Project proceeds on schedule and according to the order of work in the plans and special provisions. CONSULTANT shall expedite work, as required, to maintain schedule in conjunction with the overall construction staging program.
- g. CONSULTANT shall coordinate review of shop drawings and Requests for Information (RFI) with the SBCTA Construction Manager. CONSULTANT shall log and track all submittals and requests.
- h. CONSULTANT shall provide a qualified SWPPP Coordinator who along with the Resident Engineer shall review and certify contractor prepared Storm Water Pollution Prevention Plans (SWPPP) and coordinate approval with SBCTA and the State Water Resource Control Board. The SWPPP Coordinator shall be at a minimum a Qualified Storm Water Pollution Prevention Plan (SWPPP) Developer (QSD) and a Qualified SWPPP Practitioner (QSP). CONSULTANT shall provide at a minimum weekly SWPPP monitoring and shall cooperate with all monitoring agency inspections and field reviews.
- i. CONSULTANT shall coordinate the implementation of any changes with the SBCTA Construction Manager and the design engineer.
- j. CONSULTANT shall review and approve falsework and shoring plans.
- k. CONSULTANT shall review and approve Traffic Control Plans and forward to SBCTA for Caltrans/City/County approvals, as necessary.

1. CONSULTANT shall coordinate all Project construction activities with other on-going projects within and adjacent to the Project limits.
5. Construction Inspection
- a. CONSULTANT shall coordinate all required inspections necessary for the Project. CONSULTANT shall ensure that appropriate City and local agencies are notified and present as required throughout the Project. CONSULTANT shall notify SBCTA immediately regarding any directives, recommendations, notices, etc. received from agencies other than SBCTA.
 - b. CONSULTANT shall perform daily on-site observations of the progress and quality of construction to determine if the work being performed is in general conformance with the contract documents, all applicable laws, codes, and ordinances.
 - c. CONSULTANT shall exercise reasonable care and diligence to discover and promptly report to SBCTA any and all defects or deficiencies in the materials or workmanship used in the Project.
 - d. CONSULTANT personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications, Caltrans Standard Plans, Caltrans Erosion Control and Highway Planting requirements, safety standards and State Water Resources Control Board requirements. CONSULTANT personnel shall have the ability to read and interpret construction plans and specifications. CONSULTANT personnel shall also have knowledge of State of California Construction Safety Orders (Cal-OSHA) and traffic control practices as specified in the Work Area Traffic Control Handbook (WATCH). In addition, CONSULTANT personnel shall be thoroughly familiar with the construction requirements of Caltrans' Storm Water Pollution Prevention Program.
 - e. Assignments to be performed by CONSULTANT personnel shall include, but are not limited to, the following:
 - 1) Paving and subgrade inspection, sub-surface & finish surface drainage inspection, structures and foundation inspection, electrical inspection for traffic, ramp meter and irrigation control equipment, signing and striping inspection, quantity calculations, checking grade and alignment, construction traffic control, soil amendments and plant material identification & quality control, hardscape inspection, trenching & irrigation inspection and duties that may be required to determine that construction of the Project is being performed in accordance with the contract documents.
 - 2) Identifying actual and potential problems associated with the Project and recommending sound engineering solutions.
 - 3) Identifying common plant diseases and/or pests together with their respective eradication techniques, directing of plant adaptability requirements along with proper planting & pruning techniques, and avoiding potential problems associated with the Project by recommending sound engineering solutions.
 - 4) Perform basic sampling of construction materials in the field per California Test Method 105 and 125 by both the prime and subconsultant personnel.

- 5) Maintaining awareness of safety and health requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions for the protection of the public and Project personnel.
- 6) Preparing complete and accurate daily reports, calculations, project records, payment quantity documents, reports, and correspondence related to Project activities.
- 7) Preparing construction sketches, drawings, and cross-sections, as necessary.
- 8) Assisting in the preparation of as-built plans.
- 9) Providing inspections for environmental compliance.
- 10) Maintaining awareness of water discharge requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions.
- 11) Monitoring Contractors' compliance with applicable regulations required by AQMD.
- 12) Other duties as may be required or reasonably requested.

6. Project Support

a. Construction Surveys

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

1) Construction Surveys

CONSULTANT shall perform construction staking and calculations as needed.

- a) Survey calculations and adjustments shall be performed with established and computed coordinates based on the California Coordinate System.
- b) Cross-section data collection shall be performed by conventional and terrain line interpolation survey methods.
- c) Survey data will include topography, cross-section, and other survey data in computer formats compatible with the Caltrans computer survey and design systems.
- d) Prepare and maintain survey documents. Survey documents include survey field notes, maps, drawings, and other survey documents.
- e) Perform construction staking, including but not limited to:

- i. Utility relocations
 - ii. Clearing limits
 - iii. Slope staking
 - iv. Storm drain, sanitary sewer, and irrigation systems
 - v. Drainage structures
 - vi. Curbs, gutters, and sidewalk
 - vii. Horizontal and vertical control for structures and portions of structures (bents, abutments, wingwalls, etc.)
 - viii. Rough grade
 - ix. Finish grade
- f) Monitor for settlement, if required.
- g) Global Positioning Satellite (GPS) equipment shall be made available, if required by SBCTA.

2) Grid Grades

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

3) Open Ended Traverses and Profile Data Sheets

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

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

4) Three Line Profiles

Separate profile plots are required for the left edge of trail, the right edge of trail, and the centerline of the trail.

5) Right of Way Lines

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

- a) Right of way monumentation shall be renewed and restored in accordance with Section 10.4 of the Caltrans "Survey Manual" and the State of California Land Surveyor's Act.
- b) Corner records and records of surveys shall be prepared and filed in accordance with the applicable standards and the State of California Land Surveyor's Act and the California Subdivision Map Act.

- c) Perpetuate existing monumentation, which includes restoring, renewing, referencing, and resetting existing boundary related monumentation. In addition, stake areas where construction disturbs the existing right of way, preparing and filing required maps and records.
- d) Right of Way Surveys, which includes research and preparation filing of required maps and records. In addition, locate and set monuments for right of way and easement lines, staking for right of way and easement fences.
- e) Final monumentation, which includes setting of centerline points of control upon completion of construction.

6) Special Design – Data Surveys

Includes drainage, utility, and surveys required for special field studies.

7) Control Survey

Includes Project control surveys, aerial mapping control surveys, horizontal and vertical control surveys. In addition, control surveys will include restoration, renewal, reference, relocation, and resetting of existing control monumentation. CONSULTANT will be required to provide horizontal and vertical control at the end of each bridge.

8) Topographic Surveys

Topographic surveys will normally be compiled by ground survey methods only.

CONSULTANT will provide all necessary Project related surveys and construction staking, including horizontal and vertical control, right of way, and easements. CONSULTANT shall coordinate all staking and verify accuracy. CONSULTANT shall ensure timely coordination of all staking requests from the Contractor.

b. Materials Testing, Source Inspection and Geotechnical Services

- 1) CONSULTANT will provide experienced personnel, equipment, and facilities to perform various construction materials sampling and testing. Laboratory and field materials testing will be used to ensure that structure and roadway construction work conforms to California State Department of Transportation (Caltrans) standards, specifications, and special provisions for material quality and workmanship.
- 2) All field and laboratory testing are to be performed in accordance with California Test Methods.
- 3) CONSULTANT will be responsible for the accuracy and completeness of all test data compilation and results.

c. Public Outreach

General Public Outreach Plan will be provided and administered by SBCTA.

- a) SBCTA's primary goal is to assure the public that SBCTA is a public agency that delivers quality transportation projects and trustworthy, accurate and timely public information.
- b) SBCTA will provide the primary outreach effort with supplemental support as requested from CONSULTANT. This will be a targeted approach with incremental outreach based on construction schedule and staging. The primary target audiences identified for this Project may include, but are not limited to:
 - i. LOCAL AGENCY
 - ii. SBCTA Board
 - iii. LOCAL AGENCY and area Emergency Service Providers
 - iv. School Transportation Coordinator(s)
 - v. Local Business Community
 - i) Specific businesses with expanding priority based on proximity to work zone and detours
 - ii) Chamber of Commerce
 - vi. Commuters
 - vii. Recreational Travelers, if applicable
 - viii. Trucking Industry, if applicable
 - ix. Local media
 - i) Print
 - ii) Radio
 - iii) Television
- c) In the weeks prior to the selection of a construction contractor, SBCTA may coordinate an Emergency Responders Project Briefing to highlight the Project details and possible access challenges for consideration by the Project team.
- d) Following the emergency responders briefing, SBCTA may coordinate a City Council Project Briefing to highlight the Project benefits, possible construction schedule and traffic management plan.
- f) Just prior to the start of field construction activities, SBCTA and CONSULTANT (includes all PR subs) may coordinate a groundbreaking media event with the LOCAL AGENCY to ceremoniously open the Project. CONSULTANT may be asked to support SBCTA Public Outreach with informational and logistical needs as requested.

y.

- g) Near the completion of the construction Project, SBCTA may coordinate a ribbon-cutting media event. CONSULTANT will be called upon in a similar fashion to the groundbreaking event.
- h) At various stages throughout the Project, SBCTA will request support from CONSULTANT for the following items:
 - i. Establish and maintain stakeholder and/or 'interested parties' list(s) – used for sharing Project updates during Project construction. May need to be filtered to specific audiences (i.e. emergency responders, city government, etc.)
 - ii. Development of a Project fact sheet (include Project description, Project budget, Project schedule, SBCTA contact information, LOCAL AGENCY contact information, photos, logos, etc.)
 - iii. Weekly media advisories (use SBCTA template). CONSULTANT (or sub) will make weekly contact with Project team to establish what road or lane closures (and associated detours if applicable) will be taking place, develop the advisory, send to SBCTA Public Information Office for approval, submit to webmaster for posting, distribute to appropriate media and stakeholder list.
 - iv. Emergency notices – when needed.
 - v. Develop web content for project tab on SBCTA website. This page should include the same elements as the fact sheet with expanded detail when possible. If the information is dynamic, please provide updates to SBCTA Public Information Office for approval prior to submitting it to webmaster.
- 2) All requests for speaking to government councils, boards, chambers of commerce or similar business or social groups shall be directed to the SBCTA Office of Legislative and Public Affairs before agreeing to appear.
- 3) All media inquiries shall be directed to the SBCTA Office of Legislative and Public Affairs.

d. Permits

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

7. Cost and Schedule

a. CONSULTANT shall monitor and track the following:

- 1) Contract pay item quantities and payments
- 2) Contract change orders
- 3) Supplemental work items
- 4) Agency furnished materials
- 5) Contingency balance
- 6) Project budget

b. CONSULTANT shall review and monitor Contractor's schedule by keeping their own updated schedule to "shadow" that of the contractor and inform SBCTA of any significant changes or deviations in the schedule.

c. CONSULTANT shall provide and maintain a Project staffing plan of field office personnel based on the Contractor submitted baseline schedule update. In cooperation with SBCTA, the staffing plan shall be periodically updated to reflect Project progress and needs.

8. Contract Change Orders and Claims

a. CONSULTANT shall receive and evaluate requests for changes and/or substitutions by the Contractor. Contract Change Orders submitted to SBCTA shall be accompanied by CONSULTANT recommendations. Where applicable, CONSULTANT shall convey proposed changes to the design engineer, or other Project consultants. If the requested changes are accepted, CONSULTANT shall negotiate and prepare appropriate Contract Change Orders.

b. CONSULTANT shall attempt to avoid unnecessary Contract Change Orders. When a Contract Change Order is necessary, CONSULTANT shall consult with SBCTA prior to its preparation. Unless directed otherwise by SBCTA, the preferred method of payment for Contract Change Orders should be as follows:

- 1) Agreed Price
- 2) Adjustment in compensation to a bid item
- 3) Time and materials or Force Account

CONSULTANT shall perform force account analysis to validate cost submitted by the Contractor for contract change orders with agreed unit price, lump sum price, and adjustment in components. Analysis shall be based on realistic production and resource needs to complete the work.

- c. CONSULTANT shall attempt to identify all potential claims, track and monitor unresolved claims. The CONSULTANT shall implement appropriate claims avoidance processes where in the best interests of SBCTA as determined by SBCTA's Construction Manager.
- d. CONSULTANT shall assist SBCTA, as requested, in the identification, resolution, and final disposition of claims filed by the Contractor or third parties against SBCTA or the Project.

9. Safety

In addition to the requirements specified elsewhere in this contract, the following shall also apply:

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

10. Project Close Out

- a. CONSULTANT shall prepare a list of items to be completed and/or corrected by the Contractor for final completion of the Project.
- b. CONSULTANT shall collect and furnish as-built information to the design engineer for preparation of as-built drawings including but not limited to pre-stress drawings and pile logs, as applicable.
- c. CONSULTANT shall review and verify the completeness of as-built drawings.
- d. CONSULTANT shall conduct a final walk-through with SBCTA, Local Agencies, Contractors, and design engineers.
- e. CONSULTANT shall prepare final construction reports including the Project Completion Report.
- f. CONSULTANT shall prepare and deliver to SBCTA all Project files.
- g. CONSULTANT shall assist SBCTA and Contractor in obtaining final release of all Project permits.
- h. Project closeout services will be completed within two months of project acceptance.

D. DELIVERABLES

1. Inspector daily reports, extra work diaries and Resident Engineers' daily diaries.
2. Monthly Project Summary Reports and SIQMP Monthly Reports.
3. Weekly update of all files to SBCTA Laserfiche WebAccess.
4. Monthly Contractor progress payments, back-up documentation, and Contractor payment records.
5. Contractor final payment documents, delivered to SBCTA no later than ten (10) working days after Acceptance by SBCTA of the completed construction Project.
6. Project Completion Report documents per Local Assistance Procedure Manual and Caltrans Construction Manual.
7. All Project files, Project reports, Record As-builts, correspondence, memoranda, shop drawings, Project logs, schedule updates, change order data, claims and claim reports, and Contractor payment records per Caltrans Construction Manual.
8. Certified payrolls and fringe benefit statements for all employees, CONSULTANT and Contractor, who are subject to the State and/or Federal prevailing wage rates.
9. American For Disabilities Act certification of project per Caltrans Standards.
10. All material test results will be provided in accordance with the applicable Standard Specifications and Special Provisions, and test methods. Failing tests will be immediately reported to the Resident Engineer or Structures Representative. All test results will be recorded on the appropriate forms. The test documents will be legible and show the identity of the tester where appropriate. A notebook containing all test results and reports will be maintained by CONSULTANT throughout the duration of the Project and delivered to SBCTA with the Project files.
11. Record of Survey and Right of Way Monumentations and recording with County.
12. Unless otherwise specified in the survey request, the deliverables shall conform to the following:
 - a. Survey points, lines, and monuments shall be established, marked, identified, and referenced as required by survey request and requirements herein.
 - b. Survey notes, drawings, calculations, and other survey documents and information shall be completed as required by the survey request and the requirements herein.
 - c. All original survey documents resulting from this contract, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to the Resident Engineer and shall become the property of SBCTA. A copy of all survey documents furnished by SBCTA shall be retained by CONSULTANT for future reference.

When the survey is performed with a total station survey system, the original field notes shall be a hard copy in a readable format of the data (observations) as originally collected and submitted by the survey party. The hard copy shall be signed by the Party Chief. If the Party Chief is not licensed, the person in “responsible charge” will be required to sign.

- d. Deliverables to the Resident Engineer shall follow the format specified below:
 - 1) Horizontal Control
 - 2) Alpha numeric hard copy point listing with adjusted California Coordinate System northing and easting and the appropriate descriptions.
 - 3) Vertical Control
 - 4) Alpha numeric hard copy benchmark listing with adjusted elevations compatible with the design datum.
 - 5) Topography
 - 6) Alpha numeric hard copy listing, hard copy drawing, and computer aided drawing and design (CADD) digital drawing. The CADD drawing shall be compatible with the systems utilized by Caltrans.

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

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

1. CONSULTANT shall provide all necessary equipment including software, materials, supplies, miscellaneous tools, phones, vehicles, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. The above noted items are not to be included in Attachment B of Consultants Cost Proposal and are part of the consultants overhead. Only those items authorized by SBCTA in Attachment B, CONSULTANT Cost Proposal, shall be reimbursed by SBCTA.
2. CONSULTANT personnel shall be provided with vehicles suitable for the location and nature of the work involved. Vehicles shall be equipped with flashing yellow lights, either permanently or temporarily affixed.

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

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

F. MATERIALS TO BE FURNISHED BY SBCTA

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

G. STANDARDS

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

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

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

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

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

Additional standards for specific survey work may be included in the applicable request for survey. Such standards supplement the standards specified herein. If additional standards conflict with the standards specified herein, the "Survey Request's" standard shall govern.

The Resident Engineer and SBCTA will decide all questions which may arise as to the quality or acceptability of deliverables furnished and work performed for this contract. Any CONSULTANT employee who does not perform adequately will be replaced if directed by the SBCTA Construction Manager.

H. AVAILABILITY AND WORK HOURS

The typical workday includes all hours worked by SBCTA's construction Contractor including nights and weekends. The construction Contractor's operations may be restricted to specific hours during the week, which will become the normal workday for CONSULTANT's personnel. On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT services will not be provided unless authorized by the SBCTA Construction Manager.

Unless otherwise directed by SBCTA, the normal work week will consist of 40 hours. From time to time, overtime may be required. However, overtime will be worked only when approved in writing by SBCTA in advance.

I. LIMITATIONS TO AUTHORITY

CONSULTANT does not have the authority to:

1. Authorize deviations from the contract documents.
2. Approve substitute materials or equipment; except as authorized in writing by SBCTA.
3. Conduct or participate in tests or third-party inspections; except as authorized in writing by SBCTA.

4. Assume any of the responsibilities of the Contractors, Contractors' Superintendent, or subcontractors.
5. Exercise control over or be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions.
6. Communicate directly with subcontractors or material suppliers without the prior consent of the Contractor.
7. Verbally authorize or approve change orders or extra work for the Project.
8. Offer or receive incentives, inducements, or other forms of enumeration to or from the Contractor to perform services or work outside the terms of any executed contracts for this Project.

J. THIRD PARTY RELATIONSHIPS

This Contract is intended to provide unique services for a specific project. In the development of the Project, SBCTA has worked closely with various professional consultants, agencies, and others in the preparation of the construction documents and other Project related materials. SBCTA, however, is solely responsible for and will be the sole point of contact for all contractual matters related to the Project. CONSULTANT shall take direction **only** from SBCTA and shall regularly inform **only** SBCTA of Project progress, outstanding issues, and all Project related matters.

During the course of the Project, CONSULTANT may find occasion to meet with Caltrans, City or County representatives, the design engineer, Project consultants, or other third parties who have assisted with the Project. These entities may, from time to time, offer suggestions and/or recommendations regarding the Project or elements of the Project. While SBCTA enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, CONSULTANT shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from SBCTA. All oral and written communication with outside agencies or consultants related to the Project shall be directed only to SBCTA. Distribution of Project related communication and information shall be at the sole discretion of SBCTA representatives.

K. CONSTRUCTION SITE SAFETY

In addition to the requirements specified elsewhere in this contract, the following also will apply.

1. CONSULTANT will conform to the safety provisions of the Caltrans Construction Manual.
2. CONSULTANT's field personnel will wear white hard hats with proper suspension, orange/yellow vests with reflective tape, sleeved shirt, long pants, and leather boots with ankle support and rubber soled shoes at all times while working in the field.
3. CONSULTANT will provide appropriate safety training for all CONSULTANT's personnel, including working on and near highways.
4. All safety equipment will be provided by CONSULTANT.

L. BASIS FOR SURVEY AND MONUMENT STAKING

SBCTA will designate the existing horizontal and vertical control monuments that are the basis of CONSULTANT performed surveys. SBCTA will provide the California Coordinate System values and/or elevation values for these monuments. CONSULTANT shall adjust CONSULTANT performed surveys to be the designated control monuments and the values.

Monuments established by CONSULTANT shall be marked by CONSULTANT with furnished disks, plugs, tags. In addition, CONSULTANT shall identify CONSULTANT established monuments by tagging or stamping the monuments with the license or registration number of CONSULTANT'S surveyor who is in "responsible charge" of the work.

M. PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

The quantity and qualifications of field personnel to be assigned will be determined by the scope of the Project and the degree of difficulty of required tasks to be performed. Again, all personnel and personnel assignments are subject to approval by SBCTA. While some areas of responsibility may overlap, as a guideline, CONSULTANT personnel assigned to the Project should have the following qualifications:

1. Project Manager

- a. A minimum of six (6) years' project management experience on similar construction projects is desired.
- b. Accessible to SBCTA at all times during normal working hours.
- c. A thorough understanding of Caltrans construction practices and procedures.
- d. A thorough understanding of Cal-OSHA practices and procedures.
- e. The Project Manager will assume the following functional responsibilities:
 - 1) Review, monitor, train, and provide general direction for CONSULTANT personnel.
 - 2) Assign personnel to projects on an as-needed basis.
 - 3) Administer personal leave.
 - 4) Prepare monthly reports for delivery to SBCTA.

2. Resident Engineer

- a. A minimum of eight (8) years' resident engineer experience on similar construction projects is desired.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- d. Accessible to SBCTA at all times including weekends and holidays.
- e. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- f. A thorough understanding of Cal-OSHA practices and procedures.
- g. A thorough understanding of American with Disability Act (ADA) and Caltrans ADA requirements. Completion of Caltrans Temporary Pedestrian Facilities training within the last 6 months.
- h. A thorough understanding of Caltrans field methods, practices, and construction office procedures. The Resident Engineer will assume the following functional responsibilities:

- 1) Monitor and provide daily direction to CONSULTANT Resident Engineers and inspection personnel.
- 2) Assign field personnel to specific project tasks.
- 3) Monitor and track Contractor progress.
- 4) Prepare daily, weekly and monthly reports as required.
- 5) Coordinate utility relocations with appropriate agencies and the utility inspector.
- 6) Act as prime field contact between various project Contractors and SBCTA's Construction Manager.

3. Assistant Resident Engineer

- a. A minimum of four (4) years' experience on similar construction projects is desired.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- d. Accessible to SBCTA at all times including weekends and holidays.
- e. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- f. A thorough understanding of Cal-OSHA practices and procedures.
- g. A thorough understanding of American with Disability Act (ADA) and Caltrans ADA requirements. Completion of Caltrans Temporary Pedestrian Facilities training within the last 6 months.
- h. Thorough understanding of Caltrans field methods, practices, and construction office procedures. The Assistant Resident Engineer shall act under the direction of the Resident Engineer and will assume the following functional responsibilities:
 - 1) Monitor and provide daily direction to CONSULTANT inspection personnel.
 - 2) Assign field personnel to specific project tasks.
 - 3) Monitor and track Contractor progress.
 - 4) Prepare daily, weekly and monthly reports as required.
 - 5) Coordinate utility relocations with appropriate agencies.

4. Lead Field Inspector

- a. A minimum of six (6) years' construction inspection experience in public works on similar projects or a four-year degree in the field of civil engineering, transportation and four years of similar construction experience is desired.
- b. A thorough understanding of Cal-OSHA practices and procedures.
- c. Knowledge of Caltrans construction practices, physical characteristics and properties of highway construction materials, and approved methods and equipment used in making physical tests of construction materials.
- d. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.

- e. Ability to direct the efforts of subordinate inspectors.
- f. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- g. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- h. A thorough understanding of American with Disability Act (ADA) and Caltrans ADA requirements. Completion of Caltrans Temporary Pedestrian Facilities training within the last 6 months.
- i. Understanding of Caltrans field and construction office procedures. The Lead Field Inspector will assume the following functional responsibilities:
 - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of construction.
 - 2) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
 - 3) Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
 - 4) Maintain accurate and timely Project records. Perform quantity calculations for progress pay estimates.
 - 5) Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
 - 6) Provide input for the redesign of facilities to fit existing field conditions.
 - 7) Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.

5. Field Inspector

- a. Two (2) years' construction inspection experience in public works on similar projects or a four-year degree in the field of civil transportation engineering is desired.
- b. A thorough understanding of Cal-OSHA practices and procedures.
- c. Knowledge of construction practices, physical characteristics and properties of construction materials, and approved methods and equipment used in making physical tests of construction materials.
- d. Ability to work independently. Ability to make minor decisions concerning construction work in progress and to solve field and office problems.
- e. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- f. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- g. A thorough understanding of American with Disability Act (ADA) and Caltrans ADA requirements. Completion of Caltrans Temporary Pedestrian Facilities training within the last 6 months.
- h. Understanding of Caltrans construction methods and practices. The Field Inspector will assume the following functional responsibilities:
 - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of project construction.

- 2) Assist in preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
- 3) Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
- 4) Perform quantity calculations for progress pay estimates and maintain Project records.
- 5) Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
- 6) Provide input for the redesign of facilities to fit existing field conditions.
- 7) Perform construction materials sampling.
- 8) Perform labor compliance interviews of the Contractors' personnel.

6. Structural Representative

- a. A minimum of six (6) years of bridge or structural construction inspection as related to major public works projects and a four-year degree in civil engineering is desired.
- b. A minimum of four (4) years as a Structural Representative on major public works projects.
- c. Licensed Professional Civil Engineer in the State of California.
- d. Knowledge of stress analysis, structural mechanics, and strength of materials.
- e. A thorough understanding of Cal-OSHA practices and procedures.
- f. Knowledge of Caltrans and Greenbook construction practices and the physical characteristics and properties of various bridge construction materials including concrete.
- g. Experience in the following areas: foundations, pile driving, concrete prestressing, bridge deck construction, cast-in-place wall construction, falsework, and shoring.
- h. Ability to work independently. Ability to perform duties in the construction field office and effectively make decisions concerning construction work in progress and solving field problems.
- i. Ability to direct the efforts of subordinate inspectors.
- j. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- k. Thorough understanding of Caltrans field methods, practices, and construction office procedures. The Structural Representative shall assume the following functional responsibilities:
 - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundations, walls, falsework, shoring, and drainage structures.
 - 2) Make grade, alignment, quantity, falsework, and shoring calculations.
 - 3) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project. Coordinate the sampling and testing of construction materials to monitor compliance with contract specifications.

- 4) Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.
- 5) Coordinate with Resident Engineer, as well as the Construction Staking and Material Testing consultants.
- 6) Direct the daily activities of subordinate inspectors.

7. Structural Inspector

- a. A minimum of four (4) years of bridge design or structural construction inspection as related to Caltrans or major public works projects and a four-year degree in civil or structural engineering is desired.
- b. Knowledge of stress analysis, structural mechanics, and strength of materials.
- c. A thorough understanding of Cal-OSHA practices and procedures.
- d. Knowledge of construction practices and the physical characteristics and properties of various highway bridge construction materials including concrete.
- e. Experience in one or more of the following areas: pile driving, concrete prestressing, bridge deck construction, retaining wall construction, falsework, and shoring.
- f. Ability to work independently and make minor decisions concerning construction work in progress and to solve field and office problems.
- g. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- h. Understanding of Caltrans construction methods and practices. The Structural Inspector will assume the following functional responsibilities:
 - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundation, walls, falsework, shoring, and drainage structures.
 - 2) Make grade, alignment, quantity, falsework, and shoring calculations.
 - 3) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
 - 4) Sampling and testing of construction materials to monitor compliance with contract specifications and Caltrans Quality Assurance Program.

8. Office Engineer

- a. A minimum of two (2) years' experience as an office engineer on similar construction projects is desired.
- b. Knowledge of Caltrans Office of Highway Construction forms used to administer construction projects.
- c. Knowledge of Caltrans system of document organization.
- d. Knowledge of construction records and accounting procedures.
- e. Knowledge of documentation, procedures, and reporting for federally funded projects.

- f. Knowledge of laws and regulations governing the payment of prevailing wages.
- g. The Office Engineer will assume the following functional responsibilities:
 - 1) Process monthly progress pay estimates, monthly status reports, extra work reports, and weekly statements of working days.
 - 2) Prepare and process contract change orders.
 - 3) Monitor construction budget and schedule.
 - 4) Prepare, maintain, and/or file project documents including labor and equipment records, correspondence, memoranda, meeting minutes, claims, personnel records, labor compliance reports, and daily, weekly, and monthly reports.
 - 5) Perform routine calculations and checking of quantities.
 - 6) Coordinate all office activities and functions with SBCTA representatives.

9. Materials Testing/Source Inspection Project Manager

- a. A minimum of four (4) years' project management experience on a similar highway/bridge construction project is desired.
- b. Licensed Civil Engineer in the State of California.
- c. Ability to use typical computer programs including word processing and spreadsheets.
- d. The Materials Testing/Source Inspection Project Manager will assume the following functional responsibilities:
 - 1) Review, monitor, train, and provide general direction for CONSULTANT's laboratory, field and source inspection personnel.
 - 2) Assign personnel to projects on an as-needed basis in coordination with the Resident Engineer.
 - 3) Administer personal leave, subject to approval of the Resident Engineer.
 - 4) Prepare monthly reports for delivery to the Resident Engineer.
 - 5) Provide direction, administration, and responsibility for Materials Certification per Caltrans Construction Manual, Section 8-01.
 - 6) Assist SBCTA and Resident Engineer in preparing the project specific Source Inspection Quality Management Plan (SIQMP) for Caltrans review and approval. (Reference Caltrans "Source Inspection Quality Management Plan (SIQMP Outline dated 04/17/12).
 - 7) Provide direction, administration, and responsibility for implementation of the approved SIQMP per Caltrans Construction Procedures Directive (CPD) 08-5 and FHWA Title 23 requirements.

Material testing/source inspection personnel will be certified by a California Registered Civil Engineer as being experienced and competent in the test procedures required for the work involved (and possess a current certificate of proficiency (Form MR-0111) in accordance with Quality Assurance Program Manual (Section 3-5). Independent certification of Caltrans test procedures may be performed at the discretion of the SBCTA Construction Manager.

10. Materials Technicians

CONSULTANT personnel provided under this contract will have a variety of skills and experience appropriate for the level of tasks to be assigned. Field personnel shall be certified by Caltrans and should have a minimum of two (2) years' experience in conducting material sampling and testing of the type required for the projects involved and possess the following additional capabilities:

- a. Have the ability to establish specific locations for appropriate tests when construction contract administration personnel are not available.
- b. Be familiar with construction practices and be fully aware of construction activities at the Project site.
- c. Have knowledge of and comply with safety and health regulations and requirements applicable to the Project.
- d. Specific qualifications for technicians are as follows:

1) CONSTRUCTION TECHNICIAN I

- a) Performs a variety of semi-skilled activities. Examples of duties assigned to this classification are:
 - i. Conducting quality control tests such as soil densities, sieve analysis tests, operation scales and inspecting spread operations.
 - ii. Sampling and transporting produced construction materials from point of application or production to testing laboratory.
- b) Knowledge and Skills Required
 - i. Knowledge of tools, equipment and vehicles utilized in construction.
 - ii. Knowledge of standard equipment and materials used for the sampling and testing of construction material.
 - iii. Knowledge of basic mathematics used in the computation of a variety of construction items.
 - iv. Knowledge of record keeping, preparing documents and reports.

2) CONSTRUCTION TECHNICIAN II

- a) Performs a variety of skilled activities. Examples of duties assigned to this classification are:
 - i. Inspecting minor construction items, sampling and inspection of steel reinforcement, sampling and inspection of concrete placing operation.
 - ii. Collect and analyze soil samples of construction materials to determine compaction and moisture content.
 - iii. Inspection and sampling of all phases of asphalt concrete and PCC paving operation, including plant inspection.
 - iv. Confers with construction engineers and contractors regarding construction in progress and conformance to specifications and construction plans.
 - v. Answers questions and resolves problems.
 - vi. Inspects construction in progress to ensure conformance with specification, agreements, and established requirements.
 - vii. Keeps a daily diary of work progress.
 - viii. Prepares reports on all field inspections and submits project quantities on a daily basis.
 - ix. Keeps accurate documentation for force accounts and possible claims.
- b) Knowledge and Skills Required
 - i. All knowledge and skills required of lower classification.
 - ii. Knowledge of currently accepted methods, procedures and techniques used in highway construction inspection, survey, materials testing, and quality control equipment.
 - iii. Skill in interpersonal relations as applied to contact with contractors, representatives of other governmental jurisdictions, and other SBCTA/Caltrans staff.

3) CONSTRUCTION TECHNICIAN III

- a) Exercises considerable independent judgment within general Caltrans standards and guidelines. Examples of duties assigned to this classification are:
 - i. Inspect Project construction on an ongoing basis to assure compliance with contract and in accordance with State and local standards.
 - ii. Perform a variety of structural material tests and inspections.
 - iii. Reviews construction plans and verifies that these are in accordance with designated specifications and other requirements.
 - iv. Participates in the preparation of completed work estimates, to calculate compensation due contractor.
 - v. Examines and verifies numeric data and material specifications on project cost source documents, utilizing geometry and trigonometry calculations.
 - vi. Supervises all work activities involved in construction projects, laboratory, and quality control work.

vii. Recommends approval of proposed Project changes.

b) Knowledge and Skills Required

- i. All knowledge and skills required of lower classifications.
- ii. Knowledge of the principles and practices of Civil Engineering as applied to the construction of state highways.
- iii. Skill in analyzing and evaluating a wide variety of highly technical engineering data, including construction plans, field survey and quality control documents.
- iv. Skill in interpreting and implementing Caltrans standards, policies, procedures and regulations.
- v. Skill in interpersonal relations, as applied to contacts with contractors, representatives of other governmental jurisdictions, and other SBCTA/Caltrans staff.

11. Construction Surveying Project Manager

- a. A minimum of four (4) years' project management experience on similar construction projects is desired.
- b. Licensed Surveyor or pre-January 1, 1982 Registered Professional Engineer in the State of California.
- c. Accessible to the Resident Engineer and SBCTA at all times during normal working hours as specified in this Scope of Services.
- d. Under the direction of the Resident Engineer, the Survey Project Manager will be responsible for:
 - 1) Review, monitor, train, and provide general direction for CONSULTANT survey personnel.
 - 2) Assign personnel to projects on an as-needed basis.
 - 3) Administer personal leave, subject to approval of the Resident Engineer.
 - 4) Prepare monthly reports for delivery to the Resident Engineer.

12. Field Party Chief(s)

- a. The person(s) holding the position of Party Chief shall meet at least one of the following licensing requirements:
 - 1) A licensed Land Surveyor in the State of California.
 - 2) A pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.
 - 3) An experienced surveyor who serves as chief under the direction or supervision of a person who is a licensed Land Surveyor or pre-January 1, 1982 Registered Professional Civil Engineer in the State of California. The direction or supervision shall place the supervisor in "responsible charge" of the work. "Responsible Charge" is defined in Chapter 15 of the Business and Professions Code (the Land Surveyor's Act) and Title

16, Chapter 5, of the California Administrative Code (regulations adopted by the Board of Registration for Professional Engineers and Land Surveyors).

- b. The Party Chief(s) should have a minimum two (2) years' survey experience on similar construction projects and possess the following additional capabilities:
 - 1) Thorough knowledge of construction survey practices and the ability to read and interpret plans and specifications.
 - 2) Ability to make effective decisions concerning field problems and work in progress.
 - 3) Familiarity with typical coordinate geometry computer programs.
 - 4) Familiarity with safety requirements for surveying near traffic.
- c. The Party Chief(s) will assume the following responsibilities:
 - 1) Perform construction staking services for Project construction.
 - 2) Administer day to day activities for the survey party.
 - 3) Perform analytical survey calculations for items such as grading, horizontal and vertical control, right of way, and minor in-field design.
 - 4) Maintain continuous communication with the Resident Engineer, field personnel, and construction administration staff.

13. Survey Crews

- a. Qualifications for survey crew members should include the following:
 - 1) A minimum of one (1) year of survey experience on similar construction projects is desired.
 - 2) Fundamental knowledge of construction survey practices and the ability to read and interpret plans and specifications.
 - 3) Ability to assist Party Chiefs and office personnel in all required surveying work.
 - 4) One survey crew member must have the ability to assume temporary leadership of the survey party in the absence of the Party Chief.
- b. Under the direction of the Resident Engineer and the Party Chief, the survey crew members will assume the following responsibilities:
 - 1) Perform basic calculations to support construction staking.
 - 2) Maintain continuous communication with Party Chiefs and office personnel.

END OF SCOPE OF WORK

EXHIBIT "B"

COMPENSATION SUMMARY¹

FIRM	PROJECT TASKS/ROLE	COST
<i>Prime Consultant:</i>		
FCG Consultants, Inc.	Deliver the Highland/Redlands Gap Connector Project.	\$ 508,091.48
<i>Sub Consultants:</i>		
Pacific Pros	Structures Representatives, Construction Inspection, Constructability Review	146,789.07
CL Survey	Construction Surveys, Project Control Services, and Utility Relocation Support.	101,221.18
ZT Consulting Group, Inc.	Quality Management, Source Inspection, Geotechnical Services, and SMR.	80,022.92
G3 Quality, Inc.	Quality Management, Construction Inspection, Field Materials Testers, Materials Testing & Caltrans Specialty Testing	61,187.53
TOTAL COSTS		\$ 897,312.18

¹ Board of Director authorization pertains to total contract award amount. Compensation adjustments between consultants may occur; however, the maximum total compensation authorized may not be exceeded.

Minute Action

AGENDA ITEM: 6

Date: December 11, 2025

Subject:

RFP for Express Lanes Tree Mitigation Project on Interstate 15 from Cantu Galleano Road to Duncan Canyon Road

Recommendation:

That the following be reviewed and recommended for final approval by the Board of Directors, acting as the San Bernardino County Transportation Authority, at a regularly scheduled Board meeting:

Authorize the release of Request for Proposals No. 26-1003402 for Final Design and Construction Support for the Express Lanes Tree Mitigation Project on Interstate 15 from Cantu Galleano Road to Duncan Canyon Road.

Background:

The Express Lanes Tree Mitigation Project (Project) will replace trees removed from the Interstate 10 (I-10) Express Lanes Corridor utilizing the Interstate 15 (I-15) Express Lanes Corridor from Cantu Galleano Road to Duncan Canyon Road. Final Design and Construction Support Services are required to complete the Project.

A Project Study Report/Project Development Study (PSR/PDS) was completed for the I-10 Corridor Project in 2014, and the Project Approval and Environmental Document (PA/ED) for adding one to two Express Lanes from the Los Angeles/San Bernardino County line to Ford Street in the City of Redlands, was approved in May 2017.

As part of the PA/ED, the Environmental Commitments Record (ECR) indicates that a tree replacement ratio of 2:1 will be used to address the large number of tree removals that will occur in the I-10 Express Lanes Corridor.

San Bernardino County Transportation Authority (SBCTA) is implementing multiple Express Lanes projects, including:

- I-10 Corridor Freight and Express Lanes Project – Contract 1: Two Express Lanes in each direction from White Avenue to I-15. This project is open to traffic.
- I-10 Corridor Freight and Express Lanes Project – Contract 2: One Express Lanes in each direction from I-15 to Pepper Avenue. To expedite project delivery, Contract 2 was divided into two segments: Contract 2A from I-15 to Sierra Avenue and Contract 2B from Sierra Avenue to Pepper Avenue. Currently, Contract 2A has been advertised for construction with Contract 2B anticipated to be advertised for construction in April 2026.
- I-15 Corridor Freight and Express Lanes Project – Contract 1: One to two Express Lanes in each direction with auxiliary lanes at select locations from Cantu Galleano Road to Baseline Road. This project is in construction with an anticipated completion date of August 2028.

The I-10 Corridor Express Lanes Project PA/ED ECR indicated a 2:1 tree replacement ratio for trees removed during construction. The I-10 Express Lanes Corridor Projects, Contracts 1 and 2, will remove more trees than can be replaced within the project limits, so the California Department of Transportation recommended that SBCTA utilize the I-15 Express Lanes Corridor to accommodate additional tree planting toward the 2:1 replacement ratio.

Entity: San Bernardino County Transportation Authority

Board of Directors Metro Valley Study Session Agenda Item

December 11, 2025

Page 2

Final Design Services for the Express Lanes Tree Mitigation project along I-15 will include: Development of Landscape Tree Replacement Concept; Supplement Project Report; Environmental Revalidation; Plans, Specifications, and Estimate; Utility Coordination; and Construction Support.

Staff requests authorization to issue Request for Proposals (RFP) No. 26-1003402 for Final Design and Construction Support Services. A contract award recommendation is expected to be presented to the Board in April 2026. Funding will come from the Measure I Valley Freeway Projects Program.

Financial Impact:

The Express Lanes Tree Mitigation Project is included in the adopted budget for Fiscal Year 2025/2026 and will be funded with Measure I Valley Freeway Projects Program funds.

Reviewed By:

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

Responsible Staff:

Jeffery Hill, Assistant Project Delivery Manager

Approved
Board of Directors Metro Valley Study Session
Date: December 11, 2025

Witnessed By:

San Bernardino County Transportation Authority

EXHIBIT A - SCOPE OF WORK

26-1003402

San Bernardino County Transportation Authority (SBCTA) is seeking professional services for the development of a Supplemental Project Report (SPR), Environmental Revalidation (ER), Plans, Specifications and Estimate (PS&E), and Construction Support for the Express Lanes Tree Mitigation Project ("Project") on Interstate 15 (I-15) from Cantu Galleano Road to Duncan Canyon Road.

San Bernardino County Sales Tax Measure I Funds will be used to fund the required professional services for the project and construction. The project will provide mitigation of the trees removed along the I-10 Corridor Express Lanes and enhance the visual characteristics of the Express Lane Corridor.

Preliminary Engineering Services as part of the preparation of the SPR are anticipated to include preliminary landscape concepts, exhibits and display boards, and preparation of various engineering reports.

Caltrans will be the lead agency for the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA).

PS&E services include utility coordination, right-of-way (ROW) and design support during construction.

I. APPLICABLE STANDARDS

All documents shall be prepared in accordance with current SBCTA, and Caltrans regulations, policies, procedures, manuals, and standards where applicable. CONSULTANT shall obtain, at its expense, all applicable Manuals and Standard Plans.

II. GENERAL DESCRIPTION OF REQUIRED SERVICES

- A. Required services listed below do not supersede the requirements established in the Contract.
- B. CONSULTANT Services include the studies, reports, drawings, plans, specifications, estimates, and special provisions necessary to complete the PR, ED, and PS&E.
- C. The deliverables list for the SPR, ER and PS&E will be refined during the initial planning and scoping Project Development Team (PDT) meeting. Not all deliverables may be required.
- D. CONSULTANT shall develop and maintain a Project schedule. The Project schedule may be presented monthly to the PDT meeting. A deliverables matrix will accompany the schedule. The deliverables matrix will highlight the status of the documents in the review process.

- E. CONSULTANT shall employ appropriate quality control and quality assurance procedures for every deliverable.
- F. CONSULTANT shall identify potential risks and uncertainties related to the delivery and construction of the Project. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impacts to adjacent properties, public safety, and environmental considerations. If at any time during the performance of this Scope of Services, CONSULTANT observes, encounters, or identifies any circumstance that could pose potential risk, CONSULTANT shall notify SBCTA immediately.
- G. Prime contract terms and conditions will be incorporated into the subcontract agreements.
- H. The Task and WBS Structure used for pricing, cost reporting and schedule preparation shall be consistent with the Caltrans Workplan Standards Guide for Delivery of Capital Projects. Project Management activities will be performed in accordance to the Caltrans' Workplan Standards Guide for Delivery of Capital Projects.
- I. CONSULTANT shall prepare and submit monthly invoices and project controls reports. Invoices shall follow SBCTA templates and shall contain all required information.
- J. Project plans and specifications must comply with the Federal Americans with Disabilities Act (ADA) requirements 28 CFR, Part 35 or Part 36, and the *California and Local Building Codes* within the project limits. For ADA requirements, see Chapter 11 "Design Standards," and Section 12.7 of this chapter. Complete the Caltrans Certification of Compliance with Americans with Disabilities Act (ADA) Form TR-040.
- K. The final engineering or landscape technical reports must bear the signature, stamp or seal, registration number, and registration certificate expiration date of the registered engineer or landscape architect most directly in responsible charge or other registered or certified professional working on the report as specified in Section 9 of the Project Development Procedures Manual.

III. ASSUMPTIONS

- A. There will be two meetings per month during the duration of this contract, including one mandatory monthly PDT meeting.
- B. CONSULTANT will coordinate with SBCTA and Caltrans prior to distribution of all deliverables to determine the points of contact, number of hardcopies and format of electronic files.
- C. Assume one peer review and two Caltrans reviews for each major deliverable.
- D. An Environmental Revalidation will be prepared utilizing environmental and engineering support reports from the I-15 Express Lane Project (EA 08-0R800).

- E. The recent I-15 Express Lane plans will be made available to the CONSULTANT for use in development of landscape architecture and other supporting engineering plans.
- F. Assume planting of approximately 4,500 trees and irrigation system.
- G. Assume all irrigation controllers will be owned and maintained by Caltrans. No irrigation controllers will be within City or County jurisdiction.
- H. Utilize Caltrans' Conceptual Tree Plan as a base for design.

Task 100 Project Management

SCOPE OF SERVICES

Following the selection of a consultant, the selected firm shall prepare and submit a Cost Proposal and Project Schedule. The selected firm shall use the latest SBCTA Work Breakdown Structure (WBS), and cost and schedule templates for the preparation of the cost proposal and schedule.

TASK 100 - PROJECT MANAGEMENT

100.10 Project Management

CONSULTANT shall furnish a Project Manager to coordinate all CONSULTANT operations with SBCTA, including but not limited to, tracking progress of the work and administering subcontracts. CONSULTANT Project Manager shall provide overall project management, coordination, and supervision of project staff to facilitate the performance of the work in accordance with standards and requirements of the SBCTA and other applicable standards and requirements. CONSULTANT Project Manager shall prepare and submit monthly project progress reports to SBCTA Project Manager.

Deliverables:

- *Monthly Progress Reports*

100.10-1 Coordination and Meetings

CONSULTANT Project Manager shall conduct regular meetings with SBCTA, and shall conduct meetings and coordination with other stakeholders, including Caltrans and other agencies, in monthly Project Development Team (PDT) meetings or technical workshops and focused meetings as necessary. CONSULTANT Project Manager will be responsible for preparation of agendas and meeting minutes, Communication and distribution of project records and information, and responses to all internal requests for information about the project.

Deliverables:

- *PDT meeting notices, agendas, handouts/exhibits, deliverable matrix, and minutes.*

100.10-2 Administration

CONSULTANT Project Manager shall prepare and update the Project schedule on a monthly basis or as needed. Project schedule shall be logical, complete, and shall consider SBCTA peer reviews. CONSULTANT Project Manager shall provide regular reporting on the project status, including, but not limited to, schedule, contract budget, general progress on project tasks, and project issues and concerns. CONSULTANT Project Manager shall maintain project files using the Caltrans Uniform System in hard copies and electronic format.

CONSULTANT Project Manager shall prepare and implement a Quality Control/Quality Assurance (QA/QC) Plan and a Risk Management Plan following SBCTA format and content requirements; CONSULTANT Project Manager will be responsible for adherence to all applicable SBCTA administrative policies and procedures.

Deliverables:

- *Project Schedules*
- *Project Master Files*
- *QA/QC Plan and Risk Management Plan*

TASK 160 – PRELIMINARY ENGINEERING STUDIES & SUPPLEMENTAL PROJECT REPORT

Task 160.05 Review Updated Project Information

CONSULTANT shall request, collect, assemble, and review all pertinent project information, including, but are not limited to, prior Project Reports and Engineering Technical Reports, Environmental Documents and Environmental Technical Reports, CAD files and drawings, and relevant correspondence. CONSULTANT shall incorporate the collected materials and information into the Project Master File.

Deliverables:

- *Project Records Files*

Task 160.10 Engineering Studies

CONSULTANT shall perform all necessary Engineering Studies and preliminary design work required for the preparation of a Project Report, development and refinement of viable Project Build Alternatives, selection of the preferred alternative, and initiation of final design efforts. All engineering studies performed and reports prepared shall meet Caltrans requirements according to the Highway Design Manual, Project Development Procedures Manual, and other pertinent Caltrans guidance. CONSULTANT will be responsible for obtaining any right of entry permits required for field work.

Task 160.10.25 Storm Water Data Report

CONSULTANT shall perform studies to analyze on-site and off-site storm water flows for the project. CONSULTANT shall identify requirements for storm water treatment design features as part of this task. Results of this study shall be considered and utilized in the

project preliminary design.

Deliverables:

- *Storm Water Data Report*

Task 160.10.30 Highway Planting Design Concepts

CONSULTANT shall prepare highway tree planting concepts for the I-15 Mainline within the project limits. The highway planting concepts shall include the following interchanges:

- Cantu-Galleano Ranch Road
- I-15 / SR-60
- I-15 / I-10
- 4th Street
- Foothill Blvd.
- Baseline Ave
- I-15 / SR-210
- Beech/Summit Ave
- Duncan Canyon Road

The concept will utilize topographic and right-of-way base mapping provided by SBCTA. The concept will be based on vision documents previously prepared by Caltrans and shall also include a design charrette to be held with SBCTA, Caltrans, and stakeholders based on the hours budgeted.

Deliverables:

- *Highway Planting Design Concept and Design Charrette*

Task 160.10.40 Right of Way Data Sheets

CONSULTANT shall assess project ROW requirements by obtaining ROW information and preparing ROW data sheets for the project. This task shall include the results of utility record searches and cost for any potential relocations. Results of this assessment will be used as basis for estimating ROW costs.

Deliverables:

- *ROW Data Sheets*

Task 160.10.45 Utility Locations Determined for Preliminary Engineering

CONSULTANT shall review utility as-built plans and perform utility record searches. Results of this assessment will support estimating ROW costs.

Deliverables:

- *Utility Research and Costs*

Task 160.10.80 Geotechnical Information

CONSULTANT shall review geotechnical information prepared as part of the I-15 Express Lanes project and provide recommendations appropriate for the landscape architecture scope of work. This task does not include any field work.

Deliverables:

- *Review of existing geotechnical information*

Task 160.10.95 Preliminary Transportation Management Plan

CONSULTANT shall prepare a preliminary transportation management plan in support of the Supplemental Project Report.

Deliverables:

- *Preliminary Transportation Management Plan*

Task 160.15 Supplemental Project Report

CONSULTANT shall prepare a Supplemental Project Report following the Caltrans format. The Supplemental Project Report shall be prepared by or under the supervision of a registered landscape architect in the State of California. The consideration of non-standard features shall be closely coordinated with the SBCTA Project Manager to confirm acceptability by the SBCTA.

Deliverables:

- *Draft Supplemental Project Report*

Task 160.45 Base Maps and Plan Sheets for SPR and ER Development

CONSULTANT shall prepare base maps for highway planting for the SPR and ER phase. These plan sheets shall be included in the Supplemental Project Report.

Deliverables:

- *Highway Planting Base Sheets*

TASK 165 – ENVIRONMENTAL STUDIES & ENVIRONMENTAL DOCUMENT

Task 165.10 General Environmental Studies

CONSULTANT shall perform general environmental studies to support the evaluation of the Project Build Alternatives and, if necessary, to support the environmental determination made under the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA) and other applicable environmental laws and regulations. Caltrans will act as the Lead Agency under CEQA and NEPA; the preparation of each environmental technical report shall be performed in consultation with the SBCTA Project Manager or designee. All environmental studies performed and reports prepared shall meet Caltrans requirements according to the Standard Environmental Reference site (SER) and other pertinent Caltrans guidance. CONSULTANT will be responsible for obtaining any right of entry permits required for

field work. CONSULTANT shall work with Caltrans and SBCTA to determine appropriate level of documentation for the various tasks listed below.

Task 160.10.20 Visual Impact Analysis

CONSULTANT shall perform a visual impact analysis and prepare a visual impact analysis report which will be referenced in the environmental document. Up to two visual simulations are anticipated for this project. This task may include coordination with local agencies, citizens groups, and business groups related to community design and scenic issues. Discussions and negotiations with external parties as part of this task shall only be performed in consultation with the SBCTA Project Manager or designee.

Deliverables:

- *Visual Impact Analysis Report*

Task 160.10.65 Paleontology Study

CONSULTANT shall perform a paleontology study to identify and evaluate potential impacts to paleontological resources in the project area. This task shall include an assessment of the project area's potential to contain significant paleontological resource through literature search of paleontological resources in the region, if necessary, consultation with paleontologists with expertise in the region, and preparation of a Paleontological Identification Report (PIR). If necessary, CONSULTANT may prepare a Paleontological Evaluation Report (PER) and a Paleontological Monitoring Plan (PMP).

Deliverables:

- *Paleontological Identification Report*

Task 160.10.80 Hazardous Waste Initial Site Assessment

CONSULTANT shall perform a hazardous waste assessment to identify and evaluate the potential for Recognized Environmental Conditions (REC) that occur in the project area. This task shall include a literature search and review of historic information, interagency coordination with the appropriate agencies, field studies, and preparation of an Initial Site Assessment (ISA) report.

Deliverables:

- *Initial Site Assessment Report*

Task 160.15 Biological Studies

CONSULTANT shall perform biological studies to assess potential impacts to biological resources in the project area. Biological studies performed shall support the environmental determination made in the Environmental Document and shall be used to demonstrate with all applicable biological related laws, regulations, and requirements, including but not limited to, the Federal Endangered Species Act, California Endangered Species Act, Clean Water Act, and the Department of Fish and Game Code. All biological studies performed and reports prepared shall meet Caltrans requirements according to the SER

and other pertinent Caltrans guidance. CONSULTANT will be responsible for obtaining any right of entry permits required for field work.

Task 2.160.15.20 Natural Environment Study

CONSULTANT shall perform a general biological study to identify biological resources that could be affected by the project. This task shall include a literature search, interagency coordination with the appropriate agencies, field studies, and preparation of a Natural Environment Study (NES) report. Biological studies shall address natural communities and habitat, plant and animal species, and federally and state listed species. If necessary, CONSULTANT may conduct informal consultation with appropriate regulatory agencies. Discussions and negotiations with external agencies as part of this task shall only be performed in consultation with the SBCTA Project Manager or designee.

Deliverables:

- *Natural Environment Study Report*

Task 160.20 (165.20.05 & 165.20.20) Cultural Resources Studies

CONSULTANT shall perform cultural resources studies to assess potential impacts to archaeological and historic resources in the project area. Cultural studies performed shall support the environmental determination made in the Environmental Document. This task shall include preparation of an Area of Potential Effects (APE) map, archaeological resources studies, assessment of the built environment, Native American consultation, and preparation of a Historic Properties Survey Report (HPSR). All cultural studies performed and reports prepared shall meet Caltrans requirements according to the SER and other pertinent Caltrans guidance. CONSULTANT will be responsible for obtaining any right of entry permits required for field work.

Deliverables:

- *Archeological Survey (165.20.05) and Historic Properties Survey Report (HPSR – 165.20.20)*

TASK 170 – PERMITS & AGREEMENTS

Task 170.05 Determine Required Permits & Task 2.170.10 Obtain Permits

At this time, CONSULTANT does not anticipate obtaining any permits and agreements based on the scope of work and therefore, this task is excluded.

TASK 185 – PREPARE BASE MAPS AND PLAN SHEETS

Task 185.1 Engineering and Photogrammetric Surveys

CONSULTANT shall perform a check of the survey control for the Project work and engineering surveys necessary to produce the mapping for final design. CONSULTANT shall prepare a base map using the topographic and right-of-way base map files provided by SBCTA. CONSULTANT will be responsible for obtaining as-built maps, record of surveys, topographic data, aerial mapping, and maps and plans of major utilities and

proposed utilities within the project area. CONSULTANT will be responsible for obtaining any right of entry permits required for field survey work. This task does not include any aerial or ground topographic survey.

Deliverables:

- *Design Base Maps*

Task 185.15 Preliminary Design

CONSULTANT shall prepare preliminary plan set for the project following the Caltrans Highway Design Manual and Caltrans Standard Plans as appropriate. Preparation of the preliminary plan set shall include the preparation of the following sheets:

- | | |
|-----------------------------------|-------------|
| - Title Sheet | - 1 sheet |
| - Key Map | - 2 sheets |
| - Roadside Clearing (if required) | - 25 sheets |
| - Landscape Layout and Planting | - 50 sheets |

Deliverables:

- *Preliminary Plan Sheets*

Task 185.25.15 Right Of Way Requirements (If required)

CONSULTANT shall perform the work necessary to determine the right of way needs and prepare maps for use in the Right Of Way (ROW) process. Work would include identifying the need for new ROW, permanent easements, and temporary construction easements.

Deliverables:

- *ROW Requirements Map*

Task 185.25.30 Utility Conflicts Map (If required)

CONSULTANT shall perform the work necessary to determine potential utility conflicts and consultation with affected agencies.

Deliverables:

- *Utility Conflicts Map*

TASK 230 – PREPARE DRAFT PLANS, SPECIFICATIONS & ESTIMATE (PS&E)

Task 230.05 Draft Roadway Plans

CONSULTANT shall prepare the Plans, Specifications, and Estimates (PS&E) plans set for the project following the Caltrans Highway Design Manual and Caltrans Standard Plans as appropriate. Preparation of the PS&E plans set shall include, but not be limited to the preparation of the following roadway engineering sheets:

- | | |
|--|-------------|
| - Title Sheet | - 1 sheet |
| - Key Map and Survey Control Map | - 6 sheets |
| - Temporary Water Pollution Control, Details, and Quantities | - 15 sheets |
| - Utility Plans | - 50 sheets |

- Construction Area Signs & Traffic Handling and Quantities - 30 sheets
- Erosion Control Plans (if required) - 50 sheets

Preparation of the plans shall be consistent with Caltrans design standards. CONSULTANT shall perform an internal QA/QC plans check and review and shall submit copies to SBCTA for peer review prior to submittal to Caltrans. CONSULTANT shall notify the SBCTA's Project Manager if the CONSULTANT is seeking any exceptions to any applicable design standards.

Deliverables:

- 65% Plans
- 95% Plans

Task 230.10 Draft Highway Planting Plans

CONSULTANT shall prepare the Plans, Specifications, and Estimates (PS&E) plans set for the project following the Caltrans Highway Design Manual and Caltrans Standard Plans as appropriate. Preparation of the PS&E plans set shall include, but not be limited to the preparation of the following roadway engineering sheets:

- Roadside Clearing (if required) - 25 sheets
- Landscape Layout, Planting, Details and Quantities - 60 sheets
- Irrigations Plans, Schedule, Details, and Quantities - 60 sheets
- Water Efficient Landscape Calculation - 4 sheets

Preparation of the plans shall be consistent with Caltrans design standards. CONSULTANT shall perform an internal QA/QC plans check and review and shall submit copies to SBCTA for peer review prior to submittal to Caltrans. CONSULTANT shall notify the SBCTA's Project Manager if the CONSULTANT is seeking any exceptions to any applicable design standards.

Deliverables:

- 65% Plans
- 95% Plans

Task 230.15.15 Draft Electrical Plans

CONSULTANT shall prepare the Plans, Specifications, and Estimates (PS&E) plans set for the project following the Caltrans Highway Design Manual and Caltrans Standard Plans as appropriate. Preparation of the PS&E plans set shall include, but not be limited to the preparation of the following roadway engineering sheets:

- Electrical (Service, Communication, Details, and Quantities) - 30 sheets

Preparation of the plans shall be consistent with Caltrans design standards. CONSULTANT shall perform an internal QA/QC plans check and review and shall submit copies to SBCTA for peer review prior to submittal to Caltrans. CONSULTANT shall notify the SBCTA's Project Manager if the CONSULTANT is seeking any exceptions to any applicable design standards.

Deliverables:

- 65% Plans
- 95% Plans

Task 230.20 Transportation Management Plan

CONSULTANT shall prepare a transportation management plan based on the preliminary transportation management plan prepared in the SPR and ER phase.

Deliverables:

- *Transportation Management Plan*

Task 230.35 Draft Specifications and Quantities and Estimates

CONSULTANT shall prepare the Specifications and Special Provisions for the project following the Caltrans Standard Specifications.

Deliverables:

- *Draft Standard Special Provisions*

Task 230.4 Draft Quantities and Estimates

CONSULTANT shall prepare the PS&E Quantities and Estimates for the project.

Deliverables:

- *Draft Quantities and Estimates*

TASK 255 – PREPARE FINAL PS&E PACKAGETask 255.2 Final PS&E Package

This task includes the distribution of the draft final combined PS&E package for final constructability review by Caltrans, SBCTA, and other stakeholders. CONSULTANT shall address comments received and incorporate changes as appropriate in the final combined PS&E package. CONSULTANT will be responsible for the constructability of the project.

Deliverables:

- *Final PS&E Package*

Task 225-.4 Resident Engineer's Pending File

CONSULTANT shall be responsible for preparing the pending Resident Engineer File and other supplemental PS&E materials, which would include the following:

- | | |
|--|-------------------------------------|
| - Materials Information Handout | - Project Controls for Construction |
| - Construction Staking Package and Control | - Grid Grades (Excluded) |
| - Construction Permits (Excluded) | |

Deliverables:

- *Pending Resident Engineer File*
- *Supplemental PS&E Materials*

TASK 260 – PREPARE CONTRACT BID DOCUMENTS**Task 260.8 Draft Contract Ready**

CONSULTANT shall assist the SBCTA in the preparation of the Construction Contract Bid Documents. Under this task, the CONSULTANT shall develop a draft contract, which shall be consistent with SBCTA requirements. Draft contract shall include the plans, specifications, special provisions, applicable Federal, state and local laws, regulations, and requirements and item codes. All contract pay items shall utilize the Basic Engineering Estimate System (BEES) coding.

Deliverables:

- *Draft Construction Contract Package*

TASK 3.270 – CONSTRUCTION ENGINEERING – TECHNICAL SUPPORT

Provide Technical Support to the construction engineering staff including roadway and traffic engineering and landscape architecture. Functional support may include attendance at pre-work conferences, on-site construction support and RE pending file review.

Minute Action

AGENDA ITEM: 7

Date: December 11, 2025

Subject:

Interstate 15 Corridor Freight and Express Lanes Amendment No. 1 to Construction and Maintenance Agreement 23-1002938 with Southern California Regional Rail Authority

Recommendation:

That the following be reviewed and recommended for final approval by the Board of Directors, acting as the San Bernardino County Transportation Authority (SBCTA), at a regularly scheduled Board meeting:

Approve Amendment No. 1 to Construction and Maintenance Agreement No. 23-1002938 between Southern California Regional Rail Authority and SBCTA for the construction and maintenance of Interstate 15 Corridor Freight and Express Lanes Project at the Rochester Avenue Overhead, increasing the contract amount by \$484,360 for a revised contract total of \$1,632,485 to be funded with Measure I Valley Freeway Program funds.

Background:

In August 2023, San Bernardino County Transportation Authority (SBCTA) and Southern California Regional Rail Authority (SCRRA) entered into Construction and Maintenance Agreement No. 23-1002938 to define roles, responsibilities, and funding for the construction and maintenance of the Interstate 15 Corridor Freight and Express Lanes Project (Project) at the Rochester Avenue Overhead crossing in the City of Rancho Cucamonga.

Construction of the Project is currently ongoing. During construction, existing SCRRA signal and communication lines, previously unidentified in the design phase, were discovered within SCRRA right-of-way and were found to be in conflict with the planned improvements. These facilities must be relocated to accommodate the Project's improvements. Amendment No. 1 will provide additional funding to cover the estimated increase in SCRRA staff support and flagging services required for the relocation effort. Approval of this amendment will allow SCRRA to continue providing the necessary support to avoid construction delays and maintain safe rail operations.

Staff recommends that the Board approve Amendment No. 1 to the Agreement No. 23-1002938, increasing the contract amount by \$484,360 for a revised contract total of \$1,632,485, to be funded by Measure I Valley Freeway Program funds.

Financial Impact:

This Project is included in the adopted Budget for Fiscal Year 2025/2026 and funded with Measure I Valley Freeway Program funds in Program 40, Project Delivery under Task No. 0820 Freeway Projects, Sub-Task No. 0831 I-15 Corridor Express Lanes Improvements Contract 1.

Reviewed By:

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

Responsible Staff:

David Tan, Senior Project Manager

Entity: San Bernardino County Transportation Authority

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Contract No.: 23-1002938 Amendment No.: 1

Contract Class: Payable Department: Project Delivery

Vendor No.: 02003 Vendor Name: Southern California Regional Rail Authority

Description: I-15 Corridor Construction and Maintenance Agreement for the Rochester OH

List Any Related Contract Nos.:

Dollar Amount							
Original Contract		\$	1,148,125.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	484,360.00	Current Amendment		\$	-
Total/Revised Contract Value		\$	1,632,485.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	1,632,485.00

Board of Directors	Date: 01/07/2025	Committee	Item #
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Board of Directors	Date:	01/07/2025	Committee	Item #
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Capital Project Contracts	Sole Source?	N/A	No Budget Adjustment
Local	Construction		N/A

[illegible]

Kristi Lynn Harris

Task Manager (Print Name)

Additional Notes:

Project #: 861050
 Agreement #: 23-1002938 Amend
 DOT #: 026973B
 Subdivision MP#: 42.0 SG

AMENDMENT NO.1

to the CONSTRUCTION AND MAINTENANCE AGREEMENT 23-1002938

For

ROCHESTER OH (WIDEN)

This Amendment No.1 to the Construction and Maintenance Agreement ("AGREEMENT") for the Rochester OH (Widen) Project is made and entered into as of this _____ day of _____, 2025 ("Effective Date") by and between the SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY, herein called "SCRRA", and the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY herein called "SBCTA" and collectively referred to herein as the "PARTIES."

RECITALS:

WHEREAS, SCRRA and SBCTA entered into the AGREEMENT, on August 22nd, 2023, which defined the terms and conditions for the construction phase of the PROJECT.

WHEREAS, PARTIES now desire to amend the AGREEMENT to address the relocation of SCRRA signal and communication services to facilitate project construction at Bent 2 and to include additional funding for provision of SCRRA support services to the PROJECT.

Now, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the PARTIES hereto agree as follows:

AGREEMENT:

1. ARTICLE 6 – WORK AND ESTIMATE BY SCRRA, SECTION 6.1, shall be deleted and replaced in its entirety with the following:

6.1 The railroad work to be performed by SCRRA is described in Exhibit "D-2 Amendment No.1", RAILROAD WORK, dated September 23, 2025, ("RAILROAD WORK"). SCRRA's estimated cost for RAILROAD WORK is \$1,632,485.00.

2. ARTICLE 6 – WORK AND ESTIMATE BY SCRRA is amended to include new SECTION 6.6 with the following:

Project #: 861050
 Agreement #: 23-1002938 Amend
 DOT #: 026973B
 Subdivision MP#: 42.0 SG

6.6 SCRRA shall undertake, at SBCTA's sole cost, all design for the relocation of the signal and communication lines and associated infrastructure, required to facilitate installation of the Bent 2 foundations. SCRRA shall provide signal and communication technical support to the cutover and testing of the realigned system in both a temporary and permanent state.

3. ARTICLE 7 – CONSTRUCTION BY SBCTA is amended to include new SECTION 7.6 with the following:

7.6 SBCTA shall undertake, at SBCTA's sole cost, all construction for both the temporary and permanent relocations of the signal and communication lines and associated infrastructure, required to facilitate installation of the Bent 2 foundations. SBCTA shall contract directly with SCRRA's authorized signal and communication systems contractor to perform all relocation work. Should temporary infrastructure be initially utilized to facilitate relocation of lines, SBCTA shall ensure, at SBCTA's sole cost, that temporary infrastructure is removed and replaced with permanent infrastructure prior to completion of the PROJECT. SBCTA shall ensure that it's appointed contractor(s) provide support to the cutover and testing of the realigned system in both temporary and permanent state.

4. ARTICLE 11 – PAYMENT FOR SCRRA WORK, SECTION 11.1, shall be deleted and replaced in its entirety with the following:

11.1 When the PROJECT Construction and Maintenance Agreement is executed, SBCTA will make an initial deposit of twenty five percent (25%) in the amount of \$287,031.25 of the SCRRA Scope of Work and Cost Estimate (Exhibit D-2 Amendment No. 1). SBCTA will make a second deposit of twenty five percent (25%) in the amount of \$287,031.25 payable upon construction commencement. When the actual cost and expenses incurred, including the estimated Railroad Flagging and Safety Training, have exceeded fifty percent (50%) of the deposited funds to date, SCRRA shall notify SBCTA in writing and shall provide back-up for expenses to-date against the deposit. SBCTA and SCRRA will then analyze costs to date and projected costs to close out the PROJECT to confirm the appropriate amount of the last deposit.

SBCTA shall now deposit \$1,058,422.50, being the total amount estimated as being required to complete SCRRA support services and provision of Railroad Flagging and Safety Training to construction and final close out of the PROJECT.

If at any time, the actual cost, including the estimated allocated overhead, exceeds eighty percent (80%) of the total amount deposited to date by SBCTA, SCRRA may, in its sole discretion, revise its estimates of the amount of RAILROAD WORK remaining, and SBCTA shall deposit any additional amounts in excess of the previous deposits with SCRRA.

Project #: 861050
Agreement #: 23-1002938 Amend
DOT #: 026973B
Subdivision MP#: 42.0 SG

5. Exhibit "D-2" of the AGREEMENT is hereby replaced by Exhibit "D-2 Amendment No.1", which is attached hereto and contains revised and additional SCRRA scope and costs. All references to Exhibit "D-2" in the AGREEMENT are hereby replaced with Exhibit "D-2 Amendment No. 1".
6. The terms and conditions of this Amendment No.1 are hereby incorporated and made part of the AGREEMENT. All other terms and conditions of the AGREEMENT not amended under this Amendment No.1 shall remain in full force and effect.
7. This Amendment No.1 may be executed in one or more counterparts, each of which shall be deemed an original, but all together shall constitute one and the same instrument.

DRAFT

Attachment: 23-1002938-01 - PDF (12052 : I-15 Express Lanes Amendment No. 1 to C&M Agreement with SCRRA)

Project #: 861050
Agreement #: 23-1002938 Amend
DOT #: 026973B
Subdivision MP#: 42.0 SG

IN WITNESS WHEREOF, the PARTIES have caused this Amendment No. 1 to be executed in duplicate, by their officers thereunto duly authorized, as of the day and year first above written.

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (SCRRA)

By: _____
DARREN M. KETTLE
Chief Executive Officer

Approved as to Form

By: _____
DON O. DEL RIO
General Counsel

SBCTA's signatures follow on the next page

Attachment: 23-1002938-01 - PDF (12052 : I-15 Express Lanes Amendment No. 1 to C&M Agreement with SCRRA)

Project #: 861050
Agreement #: 23-1002938 Amend
DOT #: 026973B
Subdivision MP#: 42.0 SG

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
(SBCTA)

By: _____
Rick Denison
President, SBCTA Board of Directors

Approved as to form:

By: _____
Iain MacMillan
SBCTA Assistant General Counsel

DRAFT

Attachment: 23-1002938-01 - PDF (12052 : I-15 Express Lanes Amendment No. 1 to C&M Agreement with SCRRA)

Project #: 861050
Agreement #: 23-1002938 Amend
DOT #: 026973B
Subdivision MP#: 42.0 SG

EXHIBIT "D-2
Amendment No.1" To
Construction and
Maintenance Agreement
for ROCHESTER OH
(WIDEN)
SCRRA Scope of Work
and
Estimate
(RAILROAD WORK)

Attachment: 23-1002938-01 - PDF (12052 : I-15 Express Lanes Amendment No. 1 to C&M Agreement with SCRRA)

Project #: 861050
 Agreement #: 23-1002938 Amend
 DOT #: 026973B
 Subdivision MP#: 42.0 SG

EXHIBIT D-2					
RAILROAD WORK					
SCRRA SCOPE OF WORK AND COST ESTIMATE					
I-15 ROCHESTER OH WIDENING (SAN GABRIEL SUBDIVISION MP 42.94)					
TASK	ITEM			UNIT COST	TOTAL COST
		QTY	HRS		
1	Maintenance Support Track	1		LS	\$20,000.00
2	Project Management/Consultant Support		680	\$250.00	\$170,000.00
3	Bus Bridge				\$25,000.00
4	SCRRA Agency Support		255	\$250.00	\$63,750.00
5	SCRRA Agency Support (Amendment No. 1)		200	\$300.00	\$60,000.00
6	Flagging	400	Shifts	\$1,750.00	\$700,000.00
7	Flagging (Amendment No. 1)	200	Shifts	\$2,121.80	\$424,360.00
8	Railroad Safety Training	30		1500	\$45,000.00
9	Cable Marking	8		2500	\$20,000.00
	Sub-Total				\$1,528,110.00
	<i>Reserve/Contingency (10%)</i>				<i>\$104,375.00</i>
	TOTAL ESTIMATED COST				\$1,632,485.00
	Amendment No. 1 Cost				\$484,360.00

Note: This is an estimate only, SCRRA shall bill on an actual cost basis.

Minute Action

AGENDA ITEM: 8

Date: December 11, 2025

Subject:

I-10 and I-15 Express Lanes - Contract No. 26-1003359 for Traffic and Revenue Services

Recommendation:

That the following be reviewed and recommended for final approval by the Board of Directors, acting as the San Bernardino County Transportation Authority (SBCTA), at a regularly scheduled Board meeting:

A. Approve Contract No. 26-1003359 to CDM Smith, Inc., in a not-to-exceed amount of \$500,000 for Traffic and Revenue Services for the Interstate 10 and Interstate 15 Express Lanes for a three-year term through December 31, 2028, with two one-year options in an amount not-to-exceed \$150,000 per one-year term for a total not-to-exceed amount of \$800,000 to be funded with Measure I Valley Freeway funds.

B. Approve a contingency budget of \$50,000 for Contract No. 26-1003359, which would be released by the Department Director, as necessary, in compliance with SBCTA Contracting and Procurement Policy No. 11000, to be funded with Measure I Valley Freeway funds.

Background:

Since 2015, Traffic and Revenue (T&R) modeling and forecasting services have been an essential tool in evaluating the viability and supporting the delivery of Express Lanes in San Bernardino County. In August 2024, the first 10 miles of Express Lanes opened on the Interstate 10 (I-10) corridor, from the Los Angeles County line to Interstate 15 (I-15). Construction is currently underway on the next eight miles of Express Lanes along I-15, with an additional 11 miles of Express Lanes on I-10 scheduled to begin construction in 2026.

Previous T&R efforts guided San Bernardino County Transportation Authority (SBCTA) in developing project sequencing and lane configurations for both I-10 and I-15 Express Lanes. This work included analysis of logical termini, ingress and egress locations, and operating approaches. Notably, the investment-grade T&R report for I-10 Contract 1 was completed under the current contract and was a critical component in securing the \$225 million Transportation Infrastructure Finance and Innovation Act (TIFIA) loan for that project.

With the I-10 Contract 1 Express Lanes now in operation and subsequent projects advancing, a reduced but ongoing T&R effort is anticipated in the coming years. The primary focus will be on annual forecasting and monitoring for I-10 Contract 1 to support SBCTA's budgeting and operations and to meet TIFIA loan reporting requirements. Additional T&R services may also be required, on an as-needed basis, to support planning and operational needs for Express Lanes on I-10 and I-15.

Pursuant to Contracting and Procurement Policy No. 11000 VIII. A. 1, the Executive Director authorized the release of Request for Proposals (RFP) 26-1003359 on August 29, 2025. The RFP was released on September 4, 2025, and was sent electronically to 1,572 consultants registered on PlanetBids. The solicitation was downloaded by 34 firms. The solicitation was issued in accordance with current SBCTA policies and procedures for professional services. The "Q&A" period was open through September 18, 2025. Addendum No. 1 was issued on September 23, 2025, and included responses to questions received.

Entity: San Bernardino County Transportation Authority

Board of Directors Metro Valley Study Session Agenda Item

December 11, 2025

Page 2

Two proposals were received by the date and time specified in the RFP. The Procurement Professional conducted a responsiveness review and found both firms responsive. The proposals were disseminated to all Evaluation Committee members. The Evaluation Committee members were comprised of staff from SBCTA and Transportation Corridor Agencies. A copy of the Score Sheets, Reference Checks, the Declaration of Impartiality and Confidentiality form, and Standards of Conduct were also distributed to the Committee members.

Evaluators concluded their individual review of the proposals and convened to review, discuss and score the proposals. The Evaluation Committee met on October 8, 2025, and discussed each proposal according to the evaluation criteria, including the proposal's strengths and weaknesses. At the completion of discussions, the Committee members individually scored the proposals based on the following evaluation criteria listed in the RFP. Qualifications – 40, Staffing/Project Organization – 40, and Work Plan – 20.

As a result of the scoring, the firms were ranked in order of technical merit.

Firm Name	Ranking
CDM Smith, Inc.	1
C&M Associates, Inc.	2

Variances in the criteria scores were noted and discussed. Full details of the scores are included in the Contract Audit File.

The Committee considered all proposers qualified to perform the work specified in the Request for Proposals. The highest-ranked firm, CDM Smith, Inc., is being selected for the following reasons: The firm was able to clearly demonstrate a thorough understanding of the scope of work and proposed a solid team and work plan.

As a result of the scoring, the Evaluation Committee recommends that the contract to perform the scope of work as outlined in the RFP No. 26-1003359 be awarded to CDM Smith, Inc. The firm ranked first in technical score. The firm clearly demonstrated a thorough understanding of the scope of work and proposed an experienced, comprehensive team. Evaluation forms and reference checks are located in the Contract Audit File.

Staff is recommending an initial three-year contract with two one-year options to provide flexibility based on the needs of the Express Lanes program.

Financial Impact:

The Project is included in the adopted Budget for Fiscal Year 2025/2026 and is funded with Measure I Valley Freeway funds in Program 40, Project Delivery.

Reviewed By:

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

Responsible Staff:

John Meier, Project Manager

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Contract No: 26-1003359 Amendment No.: _____

Contract Class: Payable Department: Toll Operations

Vendor No.: 02415 Vendor Name: CDM Smith, Inc.

Description: Traffic and Revenue Services for I-10 and I-15 Express Lanes

List Any Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	500,000.00	Original Contingency		\$	50,000.00
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	500,000.00	Total Contingency Value		\$	50,000.00
	Total Dollar Authority (Contract Value and Contingency)					\$	550,000.00

Board of Directors	Date: 01/07/2026	Committee	Item #
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Other Contracts		Sole Source?	N/A	No Budget Adjustment	
Local	Services			N/A	

[illegible]

Kristi Harris

Task Manager (Print Name)

Additional Notes:

CONTRACT No. 26-1003359**BY AND BETWEEN****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND****CDM SMITH INC.****FOR****TRAFFIC AND REVENUE SERVICES FOR THE I-10 AND I-15 EXPRESS LANES**

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 CDM Smith Inc. ("CONSULTANT"), whose address is 9220 Cleveland Avenue, Suite 100, Rancho Cucamonga, CA 91730. SBCTA and CONSULTANT are each a "Party" and are collectively the "Parties."

RECITALS:

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

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

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

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK

- 1.1 CONSULTANT agrees to perform the work and services set forth in Exhibit A, "Scope of Work" ("Work") in accordance with all applicable professional architectural, engineering, construction management, land surveying and/or materials testing standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined herein. The word "Work" as used herein includes, without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and Work imposed upon or assumed by CONSULTANT hereunder; and the Work performed hereunder shall be completed to the satisfaction of SBCTA, with their satisfaction being based on prevailing applicable professional standards.
- 1.2 The Project Manager for this Contract is John Meier or such other designee as shall be designated in written notice to CONSULTANT from time to time by SBCTA's Director of Project Delivery or their designee. The Project Manager shall have authority to act on behalf of SBCTA in administering this Contract, including giving notices (including, without limitation, notices of default and/or termination), technical directions and approvals, demanding performance and accepting work performed, but is not authorized to receive or issue payments or execute amendments to the Contract itself.

ARTICLE 2. CONTRACT TERM

The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA's Procurement Analyst and shall continue in effect through December 31, 2028, or until otherwise terminated, unless extended 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 one-year option terms. The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed December 31, 2030.

ARTICLE 3. COMPENSATION

- 3.1 Total compensation to CONSULTANT for full and complete performance of the Work in compliance with all the terms and conditions of this Contract shall be on a Specified Rates of Compensation basis for all obligations incurred in, or applied to, Consultant's performance of Work and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and services (except as may be explicitly set forth in this Contract as furnished by SBCTA), and shall not exceed Five Hundred Thousand Dollars (\$500,000) unless authorized by a contract amendment.
- 3.2 CONSULTANT shall be paid at an agreed and supported specific fixed hourly, daily, weekly or monthly rate for each class of employee engaged directly in the Work. Such rates of pay include the CONSULTANT's estimated costs and net fee (profit). The specific rates of compensation, except for an individual acting as a sole proprietor, are to include an hourly breakdown, direct salary costs, fringe benefits, indirect costs, and net fee as set forth in Exhibit B.

Commencing on January 1, 2027, and adjusted annually every subsequent January 1st during the Contract term, the maximum labor rate of the labor rate range for the classifications/titles in Exhibit "B" of this Contract will be adjusted by the percentage change identified in the U.S. Bureau of Labor Statistics' "Table 5. Employment Cost Index for total compensation, for private industry workers, by occupational group and industry," for the "Occupational group," "Professional and related" ("ECI series") for the 12-month period extending to September of the prior year. That is, the first adjustment will go into effect on January 1, 2027, and the adjustment to go into effect on January 1, 2027 will be the increase in the ECI series between September 2025 and September 2026, while the increase to go into effect on January 1, 2028 will be the increase in the ECI series between September 2026 and September 2027, and so forth each subsequent January 1st of the Contract term. The ECI series is not seasonally adjusted and includes any successor index if the ECI series is discontinued. Annual merit increases to billable rates may be requested for each of the employees in the classifications/titles, subject to SBCTA Project Manager approval. At no point shall any employee's billable rate--which consists of the employee's actual base rate, approved overhead, and approved fixed fee--exceed the existing maximum labor rate of their classification/title.

- 3.3 Specific tasks have been assigned to CONSULTANT as identified in the attached Scope of Work.
- 3.4 In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than specific rates of compensation identified in Exhibit B.
- 3.5 Reimbursement for transportation and subsistence costs shall not exceed the rates specified in Exhibit B. Any travel expenses must be preapproved in writing by SBCTA and shall be reimbursed per diem at a rate not to exceed the currently authorized rates for state employees under the California Department of Human Resources rules. SBCTA will not reimburse CONSULTANT for any expenses not identified in Exhibit B or agreed to and approved by SBCTA as required under this Contract.
- 3.6 When milestone cost estimates are included in Exhibit B, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from SBCTA's Project Manager before exceeding such cost estimate.
- 3.7 Progress payments will be made monthly in arrears based on services provided and allowable costs incurred. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Scope of Work, SBCTA shall have the right to delay payment or terminate this Contract in accordance with the Termination provisions of this Contract.
- 3.8 CONSULTANT shall not commence performance of Work until this Contract has been approved by SBCTA's Awarding Body and a NTP has been issued by SBCTA's Procurement Analyst. No payment will be made prior to approval of any Work, nor for any Work performed prior to approval of this Contract.

- 3.9 CONSULTANT will be reimbursed as promptly as fiscal procedures will permit upon receipt by SBCTA of an itemized invoice. Invoices shall be submitted no later than 45 calendar days after the performance of Work for which CONSULTANT is billing. Invoices shall follow the format stipulated by SBCTA and shall reference this contract number. Each invoice shall detail the Work performed on each milestone and each project as applicable. Credits due SBCTA that include any equipment purchased under this Contract must be reimbursed by CONSULTANT prior to the expiration or termination of this Contract. Invoices shall follow the format stipulated by SBCTA and shall reference this Contract number and title. Invoices should be e-mailed to SBCTA at the following address:

ap@gosbcta.com

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

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

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

ARTICLE 4. TAXES, DUTIES AND FEES

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

ARTICLE 5. AVAILABILITY OF FUNDS

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

ARTICLE 6. PERMITS AND LICENSES

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

ARTICLE 7. DOCUMENTATION AND RIGHT TO AUDIT

- 7.1 CONSULTANT shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer. CONSULTANT shall provide SBCTA, or its authorized representatives, access to CONSULTANT's records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONSULTANT further agrees to maintain separate records for costs of Work performed by amendment. CONSULTANT shall allow SBCTA, its representatives and agents to reproduce any materials as reasonably necessary.
- 7.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA. After CONSULTANT receives any audit recommendations, the cost proposal shall be adjusted by CONSULTANT and approved by SBCTA's Project Manager to conform to the audit recommendations. CONSULTANT agrees that individual items of cost identified in the audit report may be incorporated into the Contract at SBCTA's sole discretion. Refusal by CONSULTANT to incorporate the audit or post award recommendations will be considered a breach of the Contract and cause for termination of the Contract. Any dispute concerning the audit findings of this Contract shall be reviewed by SBCTA's Chief Financial Officer. CONSULTANT may request a review by submitting the request in writing to SBCTA within thirty (30) calendar days after issuance of the audit report.
- 7.3 Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE 8. RESPONSIBILITY OF CONSULTANT

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

and in a form which will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

8.3 INTENTIONALLY OMITTED

8.4 CONSULTANT shall document the results of the Work to the satisfaction of SBCTA. This may include preparation of progress and final reports or similar evidence of attainment of SBCTA's objectives.

8.5 As applicable, the responsible consultant/engineer shall sign all data furnished by him/her, and where appropriate, indicate his/her California registration or license number.

ARTICLE 9. REPORTING AND DELIVERABLES

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

ARTICLE 10. TECHNICAL DIRECTION

10.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA's Project Manager 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:

10.1.1 Directions to CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Work.

10.1.2 Provision of written information to CONSULTANT which assists in the interpretation of drawings, reports, or technical portions of the Scope of Work described herein.

10.1.3 Review and, where required by the Contract, approval of technical reports, drawings, specifications and technical information to be delivered by CONSULTANT to SBCTA under the Contract.

10.1.4 SBCTA's Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications as defined herein are limited to: substitutions of personnel identified in this Contract, including Key Personnel and subconsultants; modifications to hourly rates, classifications, and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All administrative modifications shall be documented in writing between the Parties.

- 10.2 Technical Direction must be within the Scope of Work under this Contract. SBCTA's Project Manager does not have the authority to, and may not, issue any Technical Direction which:
- 10.2.1 Increases or decreases the Scope of Work;
 - 10.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;
 - 10.2.3 Constitutes a change as defined in the "CHANGES" Article of the Contract;
 - 10.2.4 In any manner causes an increase or decrease in the Contract price as identified in Article 3 herein, or the time required for Contract performance;
 - 10.2.5 Changes any of the expressed terms, conditions or specifications of the Contract; unless identified herein;
 - 10.2.6 Interferes with the CONSULTANT's right to perform the terms and conditions of the Contract; or
 - 10.2.7 Approves any demand or claim for additional payment.
- 10.3 Failure of CONSULTANT and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken, shall be subject to the provisions of the "DISPUTES" Article herein.
- 10.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.
- 10.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager, in the manner prescribed by this Article and within 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 10.2.1 through 10.2.7 above, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from the CONSULTANT, SBCTA shall:
- 10.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of the CONSULTANT's letter that the Technical Direction is or is not within the scope of this Contract.
 - 10.5.2 Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

ARTICLE 11. CHANGES

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

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

ARTICLE 12. EQUAL EMPLOYMENT OPPORTUNITY

- 12.1 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, reproductive health decision-making, medical condition, genetic information, marital status, sex, gender, sex, marital status, gender identity, gender expression, age, sexual orientation, age, or military or veteran status. CONSULTANT agrees to comply with 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.
- 12.2 The contractor and all subcontractors shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, the contractor and all subcontractors will ensure their services are consistent with and comply with obligations and procedures outlined in SBCTA's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.

ARTICLE 13. CONFLICT OF INTEREST

CONSULTANT agrees that it presently has no interest, financial or otherwise, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Work required under this Contract or be contrary to the interests of SBCTA as to the Work. 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, to the extent applicable.

ARTICLE 14. KEY PERSONNEL

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

Name	Job Classification/Function
Cissy Kulakowski	PE, PMP/Project Manager
Christopher E. Mwalwanda	Principal in Charge

ARTICLE 15. REPRESENTATIONS

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

ARTICLE 16. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 16.1 If, as part of this Contract, CONSULTANT is required to produce materials, documents, data, or information ("Products"), then CONSULTANT, if requested by SBCTA, shall deliver to SBCTA the original of all such Products which shall become the sole property of SBCTA.
- 16.2 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 Work by CONSULTANT without the express written consent of SBCTA.
- 16.3 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 an unauthorized disclosure by CONSULTANT or its employees, agents, or subconsultants; or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONSULTANT shall be maintained as 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. 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.
- 16.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA. CONSULTANT shall not release any

reports, information or promotional material related to this Contract for any purpose without prior written approval of SBCTA.

- 16.5 All press releases or press inquiries relating to the Work 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.
- 16.6 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 17. CONSTRUCTION CLAIMS

INTENTIONALLY OMITTED

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 shall be filed against CONSULTANT or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have,

and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its subconsultants related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the products and finished Work by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT nor of the same or any other provision, nor be deemed to waive, amend, or modify 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 the Termination For Cause provision herein.

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 CONSULTANT shall furnish SBCTA with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page(s) of the CGL policy listing all policy endorsements, before work begins. Prior to commencing the Work, subject to the provisions of Article 21.2 "General Provisions", at all times during the performance of the Work, and for such additional periods as required herein, CONSULTANT shall, at CONSULTANT's sole expense, procure and maintain insurance coverage with the following minimum requirements, and shall require all subcontractors of every tier performing any portion of the Work to procure and maintain such insurance as specified below:

21.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than \$2,000,000 per claim

- An annual aggregate limit of not less than \$4,000,000
- 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 **\$2,000,000 each occurrence and \$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 (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.

- \$2,000,000 per occurrence limit for property damage or bodily injury
- \$1,000,000 per occurrence limit for personal injury and advertising injury
- \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA determines it is in SBCTA's best interests to require such coverage,
- If a general aggregate applies, it shall apply separately to this project/location. A description of the 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.

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 additional 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 **\$2,000,000** each accident. This total limit of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the 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 Railroad Protective Liability. INTENTIONALLY OMITTED

21.1.8 Cyber Liability Insurance. INTENTIONALLY OMITTED

21.2 General Provisions

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

21.2.2 Additional Insured Coverage. All policies, except those for Workers' Compensation, Cyber Liability and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then the ISO Form that most closely matches CG 20 10 11 85, to name San Bernardino County Transportation Authority and its officers, directors, members, employees, agents and volunteers, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for any additional insured to vicarious liability but shall allow coverage for all 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, including certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance, shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements outlined in this Article; set forth the deductible amounts

applicable to each policy; list all exclusions which are added by endorsement to each policy; and shall 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. Without SBCTA's expressed written approval, no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$50,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion, deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The CONSULTANT's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any CONSULTANT's deductible or SIR.
- 21.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant with the exceptions of Professional Liability, Cyber Liability, and Worker's Compensation, shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants' 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 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.

- 21.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds, and all indemnified parties named in this agreement, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA in connection with the planning and development of the Work. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.
- 21.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days' prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days' prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at insurance@gosbcta.com, 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 Project Specific Insurance. All insurance coverage required to be provided by CONSULTANT, except Automobile Liability, Cyber Liability, and Workers' Compensation, shall apply specifically and exclusively for the Work and extend to all aspects of the Work, with coverage limits dedicated solely to the Work. Use of other insurance programs is acceptable, provided that coverage under such

programs provides dedicated Work-specific limits and identified premiums and meets all requirements described in the contract.

- 21.2.9 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.
- 21.2.10 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, secure any coverage SBCTA deems necessary to fill the gap caused by the lapse in CONSULTANT's 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 the 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.
- 21.2.11 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 21.2.12 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultants to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.
- 21.2.13 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, the additional insureds identified in this contract 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 the additional insureds identified in this contract.
- 21.2.14 Review of Coverage. SBCTA may at any time review the coverage, form, and amount of insurance required under this Contract, and may require the

CONSULTANT to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk that exists at that time. SBCTA may change the insurance coverages and limits required under this contract by notice to the CONSULTANT, whereupon the CONSULTANT will, within sixty (60) days of such date of notice, 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.

- 21.2.15 Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 22. INDEMNITY

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

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

- 22.2 For all other Work, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA and its authorized officers, employees, agents and volunteers (Indemnitees), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of or related to any act or omission of CONSULTANT or any of its officers, employees, agents, sub-consultants or volunteers and for any costs or expenses incurred by any indemnitees on account of any such Claims except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. CONSULTANT's indemnification obligation applies to indemnitees' "passive" negligence but does not apply to an indemnitee's "active negligence," "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 associated with a modification to a construction contract required because of an error or deficiency in the Work provided by CONSULTANT under this Contract.

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

ARTICLE 26. INSPECTION OF OPERATIONS

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 under this Contract, and all representatives of CONSULTANT, shall be and remain the employees or agents of

CONSULTANT or of CONSULTANT's subconsultant(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of SBCTA.

ARTICLE 28. ATTORNEY'S FEES

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

ARTICLE 29. GOVERNING LAW AND VENUE

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

ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 31. PRECEDENCE

- 31.1 The Contract consists of the Contract Articles, Exhibit A "Scope of Work," Exhibit B "Cost Proposal," SBCTA's Request For Proposal, and CONSULTANT's proposal, all of which are incorporated in this Contract by this reference.
- 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 email or fax during regular business hours; (b) the first business day following delivery by fax or email when made outside regular business hours; or (c) the fourth business day following deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time

to time by a notice given in accordance with this Article. CONSULTANT shall notify SBCTA of any contact information changes within ten (10) business days of the change.

To CDM Smith Inc.	To SBCTA
75 State St., Suite 701	1170 W. 3rd Street, 2nd Floor
Boston, MA 02109	San Bernardino, CA 92410-1715
Attn: Cissy Kulakowski	Attn: John Meier
Email: kulakowskics@cdmsmith.com	Email: jmeier@gosbcta.com
Cc: Christopher E. Mwalwanda	Cc: Procurement Manager
Email: mwalwandace@cdmsmith.com	Email: procurement@gosbcta.com
Phone: (512) 652-5355	Phone: (909) 884-8276

ARTICLE 33. DISPUTES

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

ARTICLE 34. GRATUITIES

CONSULTANT and 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 out. Failure of SBCTA to make such review or to discover defective work shall not prejudice the rights of SBCTA at the time of final acceptance. All Work performed by CONSULTANT shall be subject to periodic and final review and acceptance by SBCTA upon completion of all Work.

ARTICLE 36. CONFIDENTIALITY

See Article 16

ARTICLE 37. EVALUATION OF CONSULTANT

CONSULTANT's performance may be evaluated by SBCTA periodically throughout the Contract performance period, such as at the completion of certain milestones as identified in Exhibit A and/or at the completion of the Contract. A copy of the evaluation will be given to CONSULTANT for their information. The evaluation information shall be retained as part of the Contract file and

may be used to evaluate CONSULTANT if they submit a proposal on a future RFP issued by SBCTA.

ARTICLE 38. SAFETY

CONSULTANT shall strictly comply with all OSHA regulations, local, municipal, state and federal safety and health laws, orders and regulations applicable to CONSULTANT's operations in the performance of Work under this Contract. CONSULTANT shall comply with safety instructions issued by SBCTA and 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, the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 8103, et seq.; U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 49 CFR Part 32; and U.S. OMB regulatory guidance, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 2 CFR Part 182, particularly where the U.S. OMB regulatory guidance supersedes comparable provisions of 49 CFR Part 32.

ARTICLE 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. STATE PREVAILING WAGE RATES

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 the Contract without liability, pay only for the value of the Work actually performed, or in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 44. FORCE MAJEURE

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

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

CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE 49. EFFECTIVE DATE

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

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

DRAFT

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

CDM SMITH INC.

By: _____
Christopher Mwalwanda
Vice President

Date: _____

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Rick Denison
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Paul Milligan
Secretary

Date: _____

By: _____
Julianna K. Tillquist
General Counsel

CONCURRENCE

By: _____
Alicia J. Bullock
Procurement Manager

EXHIBIT A - "SCOPE OF WORK"

DRAFT

Traffic and Revenue Services for the Interstate 10 and Interstate 15 Express Lanes

Attachment A – Scope of Work

Overview

The Consultant shall be responsible for conducting traffic modeling and revenue forecasting for bond-financed toll projects as well as non-financed projects, including providing opinions and other analyses regarding performance.

Background

SBCTA opened the I-10 Contract 1 express lanes (10 miles from the Los Angeles County Line to I-15) in August 2024, which was partially financed by a Transportation Infrastructure Finance and Innovation Act (TIFIA) Loan. Additional non-financed express lanes are expected to open in late 2028 (I-15 Contract 1 (8 miles from Cantu-Galleano Ranch Road to Foothill Boulevard) and I-10 Contract 2 (11 miles from I-15 to Pepper Avenue).

SBCTA requires the services of a Consultant to provide traffic and revenue forecasting and monitoring for the TIFIA-financed I-10 Contract 1 express lanes. SBCTA may also require periodic analysis of the I-15 Contract 1 and I-10 Contract 2 express lanes during construction and post-opening. Additional services may include evaluation of I-10 Contract 3 (12 miles from Pepper Avenue to Ford Street) and I-15 Contract 2 (6 miles from Foothill Boulevard to Duncan Canyon) to aid SBCTA in planning the timing and implementation of these future projects.

Tasks

Services to be provided by the Consultant may include the following:

1. Develop annual trip and revenue forecasts for use in the annual SBCTA budgeting process and express lanes expenditure plan for the I-10 Contract 1 express lanes.
2. Perform all duties required of the Traffic Consultant in the I-10 Corridor Contract 1 TIFIA Loan Agreement and Master Indenture for the Toll Revenue Bond, including review and analysis of operations and pricing as needed to maintain rate coverage. Deliverables may include the development of a report including recommended actions.
3. Perform configuration and scenario analyses as requested by SBCTA for the I-15 Contract 1 and I-10 Contract 2 express lanes prior to opening.
4. Perform post-opening assessment of the I-15 Contract 1 and I-10 Contract 2 express lanes and develop annual forecasts as requested by SBCTA.
5. Evaluate traffic and revenue for various configurations and operating scenarios for I-15 Contract 2 and I-10 Contract 3 as requested by SBCTA.
6. Coordinate with SBCTA Toll Service Provider during development of dynamic tolling algorithms to ensure consistency with previously developed traffic and revenue forecasts.
7. Assist SBCTA in monitoring daily, weekly and monthly traffic data, toll rates, toll revenue and travel speed/time data.
8. Review operating and performance reports developed by SBCTA's Toll Service Provider and Express Lanes Program Support Consultant.
9. Support SBCTA during traffic and revenue, operations and toll policy discussions with neighboring transportation agencies and Caltrans.

EXHIBIT B
COMPENSATION SUMMARY

EXHIBIT "B"
COMPENSATION SUMMARY¹

FIRM	PROJECT TASKS/ROLE	COST
<i>Prime Consultant:</i>		
CDM SMITH, INC.	Responsible for project management and oversee day to day activities to make sure they remain in alignment with SBCTA's goals.	\$ 500,000
<i>Sub Consultants:</i>		
ECONOMIC & PLANNING SYSTEMS, INC (EPS) *	Demographic Support	
TOTAL COSTS		\$ 500,000

*This contract will be utilized on an as needed basis therefore, sub consultant's cost will be calculated as work is assigned.

¹ Board of Director authorization pertains to total contract award amount. Compensation adjustments between consultants may occur; however, the maximum total compensation authorized may not be exceeded.

Minute Action

AGENDA ITEM: 9

Date: December 11, 2025

Subject:

Projects being considered for Caltrans partnerships on Senate Bill 1 competitive grants for 2026 Cycle 5 and applications submitted for Caltrans Sustainable Transportation Planning Grants

Recommendation:

Receive information on two sets of grant funding applications submitted to the California Department of Transportation (Caltrans):

1. Partnership applications for two Senate Bill 1 Cycle 5 Trade Corridor Enhancement Program (TCEP) projects as listed below.
 - a. Interstate 15 Cajon Pass Northbound Truck Climbing Lane Extension. (TCEP)
 - b. State Route 18 Corridor Freight, Safety, and Zero-Emission Project, US 395 to the Los Angeles County Line. (TCEP)
2. Two applications for the Fiscal Year 2025/2026 Caltrans Sustainable Transportation Planning Grants:
 - a. Advanced Signal and Transit Technology for San Bernardino Valley Priority Transit and Smart Corridors.
 - b. Active360: San Bernardino County Transportation Authority's Integrated Active Transportation Framework.

Background:

The Senate Bill (SB) 1 Programs and Strategy for San Bernardino Transportation Authority (SBCTA) Projects

In 2017, the State Legislature passed and the Governor signed SB 1, also known as the Road Repair and Accountability Act, increasing transportation funding and instituting program reforms. Part of these reforms included several competitive grant programs:

- Solutions for Congested Corridors Program (SCCP)
- Trade Corridor Enhancement Program (TCEP)
- Local Partnership Program – this program also contains a formulaic portion that allows County Transportation Commissions with sales tax measures to receive additional funding

SBCTA has benefitted substantially from all three of these programs in four prior grant cycles. Cycle 5 grant applications for SCCP and TCEP will be due to the California Transportation Commission (CTC) in November 2026. However, the California Department of Transportation (Caltrans) has instituted a process termed the “Caltrans System Investment Strategy” (CSIS) to determine whether they wish to partner with local sponsors of projects they deem to be of sufficient priority.

SBCTA has partnered with Caltrans on several projects in past cycles. While applications can be submitted to the CTC without a Caltrans partnership (which SBCTA has done several times), it is viewed that partnering with Caltrans will make the locally sponsored projects more competitive. An additional benefit for the TCEP program is that Caltrans can use part of its share of TCEP (40% of all the TCEP funds) to apply to the local project. SBCTA has received a State share of

Entity: San Bernardino County Transportation Authority

TCEP for several projects, including Interstate 10 (I-10) Express Lanes Contract 1 (Los Angeles County Line to Interstate 15 (I-15)), I-15 Corridor Freight and Managed Lane Project (Contract 1 – Cantu Galleno Ranch Road to Foothill Boulevard), and US 395 Widening, Phase 1.

For Cycle 5, the CSIS process has introduced a three-step evaluation involving much more scrutiny than any prior cycle. Two SBCTA projects are being submitted for evaluation and potential partnership:

- I-15 Cajon Pass Northbound Truck Climbing Lane Extension (TCEP - Construction)
- State Route (SR) 18 Corridor Freight, Safety, and Zero-Emission Project, US 395 to the Los Angeles County Line (TCEP – requesting for Final Design and Right-of-Way only)

Project Intake Forms were submitted to Caltrans for the Ontario International Airport (ONT) Connector project (SCCP), but the application has been withdrawn for reasons explained at the December 3, 2025 Board meeting. Alternate SCCP applications are being explored, but the timing is such that they could not likely become partnership applications with Caltrans for Cycle 5.

The I-15 and SR 18 projects are new projects never previously submitted for SB 1 funding and are included in the 10-Year Delivery Plan. The ONT Connector project was submitted for Cycle 4 but was not awarded. SBCTA projects for potential consideration in future SB 1 Cycles include:

- SR 18 construction, probably in two phases
- SR 62 from Sage Avenue to Airway Avenue in the City of Yucca Valley
- I-10 Freight and Managed Lane Project, Pepper Avenue to Ford Street
- I-15 Freight and Managed Lane Project, Foothill Boulevard to Duncan Canyon Road

The I-10 and I-15 projects are environmentally cleared, but the costs are in excess of the Measure I, State, and Federal funding available to build them at this time.

Caltrans Sustainable Transportation Planning Grants

The Sustainable Transportation Planning Grant Program was created to support the Caltrans mission: improving lives and communities through transportation. The largest category, the Sustainable Communities Competitive Grants, funds local and regional multimodal transportation and land use planning projects that further the region's Regional Transportation Plan/Sustainable Communities Strategies, contribute to achieving the State's greenhouse gas reduction targets, address the needs of under-resourced communities, and assist in achieving the Caltrans Mission and Grant Program Objectives. SBCTA has typically received funds from this grant program every year, ranging from technical work supporting transportation modeling or planning work to support the Long Range Multimodal Transportation Plan, transit and active transportation project development. Well-conceived planning grants tend to make SBCTA more competitive for SB 1 infrastructure grants and typically, the local match required can consist of in-kind services. SBCTA does not need to provide a cash match.

Two applications have been submitted for the Fiscal Year 2025/2026 cycle of the Sustainable Transportation Planning Grants:

- Advanced Signal and Transit Technology for San Bernardino Valley Priority Transit and Smart Corridors. The purpose of this application is to assess strategies and technologies for upgrading local jurisdiction signal systems in the Valley and to incorporate transit signal priority (TSP) technologies such as cloud-based TSP.

Board of Directors Metro Valley Study Session Agenda Item

December 11, 2025

Page 3

- **Active360:** SBCTA's Integrated Active Transportation Framework. One of the purposes of this application is to identify bicycle and pedestrian projects in San Bernardino County that can be competitive for State and Federal grant funding and to assist jurisdictions with guidance on development of those projects.

Financial Impact:

This item has no financial impact on the adopted Budget for Fiscal Year 2025/2026.

Reviewed By:

This item is scheduled to be presented to the Mountain/Desert Policy Committee on December 12, 2025.

Responsible Staff:

Steve Smith, Director of Planning & Regional Programs

Approved
Board of Directors Metro Valley Study Session
Date: December 11, 2025

Witnessed By:

San Bernardino County Transportation Authority

Additional Information

BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE – 2025
VALLEY BOARD MEMBER ATTENDANCE

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Eunice Ulloa City of Chino				X		X		X	X	X	X	
Ray Marquez City of Chino Hills		X	X	X		X		X	X	X	X	
Frank Navarro City of Colton		X		X	X	X		X	X	X	X	
Aquanetta Warren City of Fontana		X		X	X	X		X	X		X	
Bill Hussey City of Grand Terrace		X		X	X	X		X		X	X	
Larry McCallon City of Highland		X	X	X	X	X		X	X		X	
Ronald Dailey City of Loma Linda		*	X	*	X						X	
John Dutrey City of Montclair		X	X	X	X	X		X	X	X	X	
Alan Wapner City of Ontario			X		X			X		X	X	
L. Dennis Michael City of Rancho Cucamonga		X		X				X		X	X	
Mario Saucedo City of Redlands		X	X	X	X	X		X		X	X	
Joe Baca City of Rialto		X	X	X	X	X		X	X	X	X	
Helen Tran City of San Bernardino		X	X	X	X	X		X	X	X	X	
Rudy Zuniga City of Upland												
Judy Woosley City of Yucaipa		X	X	X	X	X		X			X	
Curt Hagman Board of Supervisors		X	X		X	X		X	X	X	X	

X = member attended meeting. * = alternate member attended meeting. Empty box = Did not attend meeting Crossed out box = not a Board Member at the time.
Shaded box = No meeting

Communication: Attendance (Additional Information)

BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE – 2025

VALLEY BOARD MEMBER ATTENDANCE (Cont.)

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Dawn Rowe Board of Supervisors		X	X			X		X		X		
Jesse Armendarez Board of Supervisors			X	X		X				X		
Joe Baca, Jr. Board of Supervisors		X	X	X	X	X		X	X	X	X	

MOUNTAIN/DESERT BOARD MEMBER ATTENDANCE

Daniel Ramos City of Adelanto				X		X			X	X	X	
Art Bishop Town of Apple Valley		X	X	X	X	X		X		X		
Timothy Silva City of Barstow		X		*	X	*		X	X	X		
Rick Herrick City of Big Bear Lake												
Josh Pullen City of Hesperia		*		*	*	*		*	*	*		
Janet Jernigan City of Needles												
Daniel Mintz, Sr. City of Twentynine Palms												
Debra Jones City of Victorville												
Vacant City of Victorville												
Rick Denison Town of Yucca Valley			X	X		X		X	X		X	
Paul Cook Board of Supervisors		X	X	X								

X = member attended meeting. * = alternate member attended meeting. Empty box = Did not attend meeting. Crossed out box = not a Board Member at the time.

MVSSatt24

Shaded box = No meeting

Communication: Attendance (Additional Information)

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
ACFR	Annual Comprehensive Financial Report
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATC	San Bernardino County Auditor-Controller/Treasurer/Tax Collector
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
CAMP	California Asset Management Program
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 or County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
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
ERP	Enterprise Resource Planning
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GAAP	Generally Accepted Accounting Principals
GA Dues	General Assessment Dues
GASB	Governmental Accounting Standards Board
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICAP	Indirect Cost Allocation Plan
IEEP	Inland Empire Economic Partnership
IREN	Inland Regional Energy Network
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITOC	Independent Taxpayer Oversight Committee
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency

LACMTA	Los Angeles County Metropolitan Transportation Authority
LAIF	Local Agency Investment Fund
LAPM	Local Assistance Procedures Manual - Caltrans
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds
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
ONT	Ontario International Airport
PACE	Property Assessed Clean Energy
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
PS&E	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
SBCERA	San Bernardino County Employees' Retirement Association
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCCP	Solutions for Congested Corridors Program
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SRTP	Short Range Transit Plan
SGR	State of Good Repair Funds
STA	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Block Grant Program
TAC	Technical Advisory Committee
TCEP	Trade Corridor Enhancement Program
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TIFIA	Transportation Infrastructure Finance and Innovation Act
TIRCP	Transit and Intercity Rail Capital Program
TMC	Transportation Management Center

Acronym List

TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
UAAL	Unfunded Actuarial Accrued Liability
USFWS	United States Fish and Wildlife Service
VMT	Vehicle Miles Traveled
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