



AGENDA
Transit Committee Meeting

November 10, 2022

9:00 AM

Location

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

Transit Committee Membership

Chair

Mayor Ray Marquez
City of Chino Hills

Mayor Pro Tem Alan Wapner
City of Ontario

Vice Chair

Mayor David Avila
City of Yucaipa

Mayor L. Dennis Michael
City of Rancho Cucamonga

Mayor Frank Navarro
City of Colton

Mayor Deborah Robertson
City of Rialto

Mayor Acquanetta Warren
City of Fontana

Mayor John Valdivia
City of San Bernardino

Mayor Larry McCallon
City of Highland

Mayor Pro Tem Rick Denison
Town of Yucca Valley

Mayor John Dutrey
City of Montclair

Supervisor Dawn Rowe
County of San Bernardino

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

AGENDA

Transit Committee Meeting

November 10, 2022

9:00 AM

Location

SBCTA Office

First Floor Lobby Board Room

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

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

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

CALL TO ORDER

(Meeting Chaired by Ray Marquez)

- i. Pledge of Allegiance
- ii. Attendance
- iii. Announcements
- iv. Agenda Notices/Modifications - Sandra Castro

Possible Conflict of Interest Issues

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

1. Information Relative to Possible Conflict of Interest

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

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

CONSENT CALENDAR

Items listed on the Consent Calendar are expected to be routine and non-controversial. The Consent Calendar will be acted upon as a single motion. Items on the Consent Calendar may be removed for discussion by Board Members.

Consent - Transit

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

Receive and file change order report.

Presenter: Victor Lopez

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

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DISCUSSION ITEMS

Discussion - Administrative Matters

3. 2023 Transit Committee Meeting Schedule

Approve the 2023 Transit Committee meeting schedule.

Presenter: Marleana Roman

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

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Discussion - Transit

4. San Bernardino County Multimodal Transportation Quarterly Update

Receive and file the San Bernardino County Multimodal Transportation Quarterly Update for Fiscal Year 2021/2022 Fourth Quarter.

Presenter: Nancy Strickert

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

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5. Award for On-Call Transit and Rail Services Contracts

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

A. Approve Contract No. 22-1002744 with WSP USA, Inc., for On-Call Transit and Rail Services, to support current and future Transit and Rail projects and programs, for an amount described in Recommendation D, for a five year term with two one-year options to extend.

B. Approve Contract No. 23-1002904 with Mott MacDonald Group Inc., for On-Call Transit and Rail Services, to support current and future Transit and Rail projects and programs, for an amount described in Recommendation D, for a five year term with two one-year options to extend.

C. Approve Contract No. 23-1002905 with RailPros, Inc., for On-Call Transit and Rail Services, to support current and future Transit and Rail projects and programs, for an amount described in Recommendation D, for a five year term with two one-year options to extend.

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Agenda Item 5 (cont.)

D. Approve a total not-to-exceed amount of \$20,000,000 for WSP USA, Inc. (No. 22-1002744), Mott MacDonald Group Inc., (No. 23-1002904), and RailPros Inc., (No. 23-1002905).

Presenter: Victor Lopez

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

Public Comment

Brief Comments from the General Public

Comments from Board Members

Brief Comments from Board Members

ADJOURNMENT

Additional Information

Attendance

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Acronym List

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Mission Statement

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The next Transit Committee meeting is scheduled for December 15, 2022

Meeting Procedures and Rules of Conduct

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

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

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

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

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

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

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

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

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

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

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

Attendance.

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

Basic Agenda Item Discussion.

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

The Vote as specified in the SANBAG Bylaws.

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

Amendment or Substitute Motion.

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

Call for the Question.

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

The Chair.

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

Courtesy and Decorum.

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

Adopted By SANBAG Board of Directors January 2008

Revised March 2014

Revised May 4, 2016

Minute Action

AGENDA ITEM: 1

Date: *November 10, 2022*

Subject:

Information Relative to Possible Conflict of Interest

Recommendation:

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

Background:

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

Item No.	Contract No.	Principals & Agents	Subcontractors
2	16-1001531	Stadler US, Inc. <i>Martin Ritter</i>	None
2	17-1001705	Flatiron West, Inc. <i>Dale A. Nelson</i>	All American Asphalt Hayward Baker, Inc. Pacific Steel Group Southwest V-Ditch, Inc. Schuff Steel Company Paramount Metal Supply Perimeter Security Group Alcorn Fence Company BC Traffic Specialist Select Electric, Inc. Mass Electric Const. Co. R. Dugan Construction, Inc. Rock Structures Advanced Geosolutions, Inc. Veolia Transportation Maintenance and Infrastructure
2	19-1002070	Granite Construction Company <i>Brad J. Williams</i>	Pacific Crane and Hoist, Inc. Facility Builders & Erectors, Inc. Beeson Masonry & Concrete, Inc. dba Pacific Pervious Coreslab Structures (LA), Inc. H. Wayne Lewis, Inc. dba Amber Steel Company Ken Curran Electric, Inc. PGC Construction, Inc. H & H Engineering Construction, Inc.

Entity: San Bernardino County Transportation Authority

Transit Committee Agenda Item

November 10, 2022

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2 Cont'd			CL Coatings, Inc. Crown Fence Co. Air & Lube Systems, Inc. Wine Gardner Masonry, Inc. Meadows Sheet Metal & Air Conditioning, Inc. Dba Meadows Mechanical
5	22-1002744	WSP USA, Inc. <i>Ali Mir</i>	CR Associates Kal Krishnan Consulting Services, Inc. Lynn Capouya, Inc. LSA Monument ROW, Inc. Pacific Railway Enterprises RSE Corp Twining, Inc. Virginkar & Associates, Inc.
5	23-1002904	Mott MacDonald Group, Inc. <i>Ernest Figueroa</i>	DB E.C.O. North America Inc. Engineering Solutions Services Group Delta Consultants, Inc. Gruen Associates HDR Engineering, Inc. Huit-Zollars, Inc. IBI Group Jacobs Engineering Group, Inc. Monument ROW, Inc. Pacific Railway Enterprises, Inc. Zephyr Rail
5	23-1002905	RailPros, Inc. <i>Jeff Vines</i>	HNTB Corporation Anil Verma Associates, Inc. C-Below Earth Mechanics, Inc. Fehr & Peers ICF Jones & Stokes, Inc. Leighton Consulting, Inc. Pacific Railway Enterprises, Inc. RSE Corporation

Financial Impact:

This item has no direct impact on the annual budget.

Reviewed By:

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

Responsible Staff:

Victor Lopez, Director of Transit & Rail Programs

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Approved
Transit Committee
Date: November 10, 2022
Witnessed By:

Minute Action

AGENDA ITEM: 2

Date: *November 10, 2022*

Subject:

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

Recommendation:

Receive and file change order report.

Background:

The San Bernardino County Transportation Authority (SBCTA) has two ongoing construction contracts and one vehicle procurement contract related to the Transit and Rail Programs. The following Construction Change Orders (CCO) were approved since the last reporting to the Transit Committee:

A. Contract No. 16-1001531 with Stadler US for Redlands Passenger Rail Project (RPRP) Diesel Multiple Units (DMU) procurement has had no CCOs executed since the last report.

B. Contract No. 17-1001705 with Flatiron West, Inc. (Flatiron) for the RPRP Mainline Construction has had the following CCO executed since the last report:

- 1) CCO 213: Video Detector Revisions (\$12,169.10)
- 2) CCO 214: Quantity reconciliation 06 (\$8,374.46)
- 3) CCO 216: Ditch erosion miscellaneous revisions/repairs (\$35,061.88)
- 4) CCO 217: Train testing traffic control (\$72,983.34)
- 5) CCO 221: Orange Show Road signal damage (\$2,428.05)
- 6) CCO 222: Train testing rail safety stickers (\$3,806.05)
- 7) CCO 223: Downtown Redlands crossing house gates (\$5,833.55)
- 8) CCO 227: Lower Eureka railroad antenna foundation (\$8,112.10)
- 9) CCO 228: K-Rail with fence at SBCTA-United Postal Service Right-of-Way (ROW) (\$78,199.07)
- 10) CCO 229: California Street orange grove fencing revisions (\$86,424.47)
- 11) CCO 230: Control Point (CP) Richardson access (\$79,893.33)
- 12) CCO 233: E Street ROW gate (\$4,899.75)
- 13) CCO 235: California Department of Transportation video camera relocation and permit modifications at California Street (\$9,042.51)
- 14) CCO 236: Bid Item (BI) No. 006 increase – Maintenance of Way services during construction (June 2022 to August 2022) (\$48,000.00)
- 15) CCO 237: BI No. 115 – Straight headwall adjustment (\$19,279.80)
- 16) CCO 238: Delete City of San Bernardino utilities work at E Street (\$0)
- 17) CCO 239: Revisions to Special Provisions (SP) section 34 11 33 – Contract railroad ties (\$0)
- 18) CCO 240: Gravity wall at Gage Canal signal house (\$0)
- 19) CCO 241: Rail lubricator damage at station 114+75 (\$1,747.39)
- 20) CCO 242: Southern California Edison revisions at E Street (\$46,666.55)
- 21) CCO 243: Lower monitor at Downtown Redlands Station (\$5,872.31)
- 22) CCO 244: Signal house fencing revisions (\$124,012.32)
- 23) CCO 245: Cooley Avenue clear and grub revisions (\$64,288.00)

Entity: San Bernardino County Transportation Authority

C. Contract No. 19-1002070 with Granite Construction Company (Granite) for the Redlands Passenger Rail Project Arrow Maintenance Facility has had no CCOs executed since the last report.

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Victor Lopez, Director of Transit & Rail Programs

Approved
Transit Committee
Date: November 10, 2022
Witnessed By:

Rail and Transit Construction Contracts

RPRP- Mainline Construction Flatiron West, Inc (17-1001705)		
Executed Change Orders		
Number	Description	Amount
213	CN 241 - Iteris Video Detector Revisions	\$12,169.10
214	Quantity reconciliation 06	(\$8,374.46)
216	CN 247 – Ditch erosion misc revisions/repairs	\$35,061.88
217	CN 255 – Train testing traffic control	\$72,983.34
221	CN 245 – Orange Show Road signal damage	\$2,428.05
222	CN 262 – Train testing rail safety stickers	\$3,806.05
223	CN 258 – Downtown Redlands crossing house gates	\$5,833.55
227	CN 276 – Lower Eureka railroad antenna foundation	\$8,112.10
228	CN 277 – K-Rail with fence at SBCTA-UPS Right-of-Way	\$78,199.07
229	CN 229 – California Street orange grove fencing revisions	\$86,424.47
230	CN 235 – CP Richardson access	\$79,893.33
233	CN 284 – E Street ROW gate	\$4,899.75
235	CN 239 – California St Caltrans video camera relocation and permit modifications	\$9,042.51
236	Bid Item (BI) 006 increase – Maintenance of Way services during construction (June 2022 to August 2022)	\$48,000.00
237	CN 45 – BI No 115 – Straight headwall adjustment	\$19,279.80
238	CN 7 – Delete City of San Bernardino utilities work at E Street	\$0.00
239	CN 134 – Revisions to SP section 34 11 33 – Contract railroad ties	\$0.00
240	CN 125 – Gravity wall at Gage Canal signal house	\$0.00
241	Rail lubricator damage sta 114+75	\$1,747.39
242	CN 191 – SCE Revisions at E Street	\$46,666.55
243	CN 252 – Lower LED monitor at Downtown Redlands Station	\$5,872.31
244	CN 201 – Signal house fencing revisions	\$124,012.32
245	CN 192 – Cooley Avenue clear and grub	\$64,288.00
CCO TOTAL		\$19,783,457.34
APPROVED CONTINGENCY		\$23,134,814.59
REMAINING CONTINGENCY		\$3,351,357.25
RPRP- Arrow Maintenance Facility (AMF) Granite Construction Company (19-1002070)		
Executed Change Orders		
Number	Description	Amount
CCO TOTAL		\$5,881,139.71
APPROVED CONTINGENCY		\$8,363,400.00
REMAINING CONTINGENCY		\$2,482,260.29
RPRP- Vehicle Procurement From Stadler US (16-1001531)		
Executed Change Orders		
Number	Description	Amount
CCO TOTAL		\$930,791.83
APPROVED CONTINGENCY		\$3,390,508.00
REMAINING CONTINGENCY		\$2,459,716.17

Minute Action

AGENDA ITEM: 3

Date: *November 10, 2022*

Subject:

2023 Transit Committee Meeting Schedule

Recommendation:

Approve the 2023 Transit Committee meeting schedule.

Background:

The San Bernardino County Transportation Authority (SBCTA) Transit Committee has established a regular meeting schedule on the second Thursday of the month following the SBCTA Board meeting, beginning at 9:00 a.m., in the 1st Floor Lobby at the Santa Fe Depot. Although a monthly schedule is adopted, it is acknowledged that when there are not sufficient business items to require a meeting, the meeting will be cancelled. It has also been the practice to modify the meeting date and time when the meeting has been rescheduled due to conflicts with other meetings or holiday schedules. SBCTA staff, however, has been directed to make every effort to minimize deviation from the regular schedule to insure continuity of meetings and participation.

A proposed 2023 meeting schedule is identified below for approval. Committee members and staff are urged to calendar these meetings for the coming year. Advance confirmation of meetings or cancellation notices are part of SBCTA's standard procedure for meeting preparation. The proposed 2023 meeting schedule does conform to the second Thursday of the month following the SBCTA Board of Directors meeting.

The proposed 2023 Transit Committee meeting dates are as follows:

January 12, 2023
 February 9, 2023
 March 9, 2023
 April 13, 2023
 May 11, 2023
 June 15, 2023*
 July 13, 2023 (**DARK**)
 August 10, 2023
 September 14, 2023
 October 12, 2023
 November 9, 2023
 December 14, 2023

**This date falls on the 3rd Thursday of the month*

Financial Impact:

Approval of the meeting schedule has no direct impact on the Fiscal Year 2022/2023 Budget.

Reviewed By:

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

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

Transit Committee Agenda Item
November 10, 2022
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Responsible Staff:
Marleana Roman, Clerk of the Board

Approved
Transit Committee
Date: November 10, 2022
Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

SBCTA / SBCOG 2023 Master Calendar

~ January 2023 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1 New Year's Day Holiday	2 New Year's Day Holiday (Observed)	3	4 Board	5 City/County Manager's TAC SCAG Regional Council	6	7 Orthodox Christmas
8	9	10	11 General Policy Committee Legislative Policy Committee	12 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee	13	14 Orthodox New Year
15	16 Martin Luther King Day Holiday	17	18 LAFCO Hearing League of CA Cities New Mayors & Council Members Academy (NorCal)	19 League of CA Cities New Mayors & Council Members Academy (NorCal)	20 Mt/Desert Policy Committee League of CA Cities New Mayors & Council Members Academy (NorCal)	21
22	23	24	25	26	27	28
29	31	31				

Attachment: 2023 Master Meeting Calendar (9035 : 2023 Transit Committee Meeting Schedule)

Board of Directors meetings start at 10:00 a.m.
 General Policy Committee starts at 9:00 a.m.
 Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.
 Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

SBCTA / SBCOG 2023 Master Calendar

~ February 2023 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 Board League of CA Cities New Mayors & Council Members Academy (SoCal)	2 City/County Manager's TAC SCAG Regional Council League of CA Cities New Mayors & Council Members Academy (SoCal)	3 League of CA Cities New Mayors & Council Members Academy (SoCal)	4
			5	6	7	8 General Policy Committee Legislative Policy Committee
12 NACo Legislative Conference	13 NACo Legislative Conference	14 NACo Legislative Conference	15 LAFCO Hearing	16	17 Mt/Desert Policy Committee	18
19	20 Presidents' Day Holiday	21	22	23	24	25
26	27	28				

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Legislative Policy Committee starts at 9:30 a.m.
 Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

SBCTA / SBCOG 2023 Master Calendar

~ March 2023 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 Board	2 City/County Manager's TAC SCAG Regional Council	3	4
			5	6	7	8 General Policy Committee Legislative Policy Committee
12 Daylight Savings Time Begins	13	14	15 LAFCO Hearing	16	17 Mt/Desert Policy Committee	18
19	20	21	22 Ramadan	23 Ramadan	24 Ramadan	25 Ramadan
26 Ramadan	27 Ramadan	28 Ramadan	29 Ramadan	30 Ramadan	31 Cesar Chavez Day Ramadan	

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Legislative Policy Committee starts at 9:30 a.m.
 Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

SBCTA / SBCOG 2023 Master Calendar

~ April 2023 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1 Ramadan
2 Ramadan	3 Ramadan	4 Ramadan	5 Board Passover Ramadan	6 City/County Manager's TAC SCAG Regional Council Passover Ramadan	7 Good Friday Passover Ramadan	8 Passover Ramadan
9 Easter Passover Ramadan	10 Passover Ramadan	11 Passover Ramadan	12 General Policy Committee Legislative Policy Committee Passover Ramadan	13 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee Passover	14	15
16	17	18 Laylat al-Qadr	19 LAFCO Hearing	20	21 Mt/Desert Policy Committee	22
23	24	25	26	27	28	29
30						

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Board of Directors meetings start at 10:00 a.m.
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Legislative Policy Committee starts at 9:30 a.m.
 Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

SBCTA / SBCOG 2023 Master Calendar

~ May 2023 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3 Board	4 *City/County Manager's TAC (CANCELLED) SCAG Regional Council SCAG General Assembly (Tentative)	5 SCAG General Assembly (Tentative)	6
7	8	9	10 General Policy Committee Legislative Policy Committee	11 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee	12	13
14	15	16	17 City/County Conference LAFCO Hearing	18 City/County Conference	19 **Mt/Desert Policy Committee City/County Conference	20
21	22	23	24	25 Shavuot	26 Shavuot	27 Shavuot
28	29 Memorial Day Holiday	30	31	NOTES: *City/County Manager's TAC cancelled due to conflict with SCAG General Assembly **Mountain/Desert Policy Committee will be cancelled or held in Lake Arrowhead if needed		

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Board of Directors meetings start at 10:00 a.m.
 General Policy Committee starts at 9:00 a.m.
 Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.
 Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

SBCTA / SBCOG 2023 Master Calendar

~ June 2023 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
NOTES: *This date falls on the 3 rd Thursday of the month				1 City/County Manager's TAC SCAG Regional Council	2 US Conference of Mayors	3 US Conference of Mayors
4 US Conference of Mayors	5 US Conference of Mayors	6	7 Board	8	9	10
11	12	13	14 General Policy Committee Legislative Policy Committee	15 *Transit Committee *Metro Valley Study Session *I-10/I-15 Joint Sub-Committee	16 Mt/Desert Policy Committee	17
18	19 Juneteenth Holiday	20	21 LAFCO Hearing	22	23	24
25	26	27	28 Eid al-Adha	29 Eid al-Adha	30	

Attachment: 2023 Master Meeting Calendar (9035 : 2023 Transit Committee Meeting Schedule)

Board of Directors meetings start at 10:00 a.m.
 General Policy Committee starts at 9:00 a.m.
 Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.
 Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

SBCTA / SBCOG 2023 Master Calendar

~ July 2023 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
NOTES: *No policy committee meetings						1
2	3	4 Independence Day Holiday	5 Board	6 *City/County Manager's TAC (DARK) SCAG Regional Council	7	8
9	10	11	12 *General Policy Committee (DARK) *Legislative Policy Committee (DARK)	13 *Transit Committee (DARK) *Metro Valley Study Session (DARK) *I-10/I-15 Joint Sub-Committee (DARK)	14	15
16	17	18	19 LAFCO Hearing Muharram	20	21 *Mt/Desert Policy Committee (DARK) NACo Annual Meeting	22 NACo Annual Meeting
23 NACo Annual Meeting	24 NACo Annual Meeting	25	26	27	28	29
30	31					

Attachment: 2023 Master Meeting Calendar (9035 : 2023 Transit Committee Meeting Schedule)

Board of Directors meetings start at 10:00 a.m.
General Policy Committee starts at 9:00 a.m.
Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.
Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

SBCTA / SBCOG 2023 Master Calendar

~ August 2023 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2 *Board (DARK)	3 City/County Manager's TAC SCAG Regional Council (dark)	4	5
6	7	8	9 General Policy Committee Legislative Policy Committee	10 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee	11	12
13	14	15	16 LAFCO Hearing	17	18 Mt/Desert Policy Committee	19
20	21	22	23	24	25	26
27	28	29	30	31	NOTES: *No Board Meeting	

Attachment: 2023 Master Meeting Calendar (9035 : 2023 Transit Committee Meeting Schedule)

Board of Directors meetings start at 10:00 a.m.
 General Policy Committee starts at 9:00 a.m.
 Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.
 Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

SBCTA / SBCOG 2023 Master Calendar

~ September 2023 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
Notes: *City/County Manager TAC conflicts with Janmashtami holiday **Mountain/Desert Policy Committee moved to 2 nd Friday due to conflict with Rosh Hashanah					1	2
3	4 Labor Day Holiday	5	6 Board	7 *City/County Manager's TAC SCAG Regional Council Janmashtami	8 **Mt/Desert Policy Committee	9
10	11	12	13 General Policy Committee Legislative Policy Committee	14 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee	15 Rosh Hashanah	16 Rosh Hashanah
17 Rosh Hashanah	18	19	20 LAFCO Hearing League of CA Cities Annual Conference	21 League of CA Cities Annual Conference	22 League of CA Cities Annual Conference	23
24 Yom Kippur	25 Yom Kippur	26	27	28 Prophet Muhammad's Birthday	29 Mobility 21 Summit	30

Attachment: 2023 Master Meeting Calendar (9035 : 2023 Transit Committee Meeting Schedule)

Board of Directors meetings start at 10:00 a.m.
General Policy Committee starts at 9:00 a.m.
Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.
Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

SBCTA / SBCOG 2023 Master Calendar

~ October 2023 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4 Board	5 City/County Manager's TAC SCAG Regional Council	6 Shemini Atzeret	7 Shemini Atzeret Simchat Torah
8 Simchat Torah	9 Columbus Day Holiday Sukkot	10 Sukkot	11 General Policy Committee Legislative Policy Committee Sukkot	12 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee Sukkot	13 Sukkot	14 Sukkot
15 Navratri Sukkot	16 Sukkot	17	18 LAFCO Hearing	19	20 Mt/Desert Policy Committee	21
22	23	24	25	26	27	28
29	30	31 Halloween				

Attachment: 2023 Master Meeting Calendar (9035 : 2023 Transit Committee Meeting Schedule)

Board of Directors meetings start at 10:00 a.m.
 General Policy Committee starts at 9:00 a.m.
 Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.
 Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

SBCTA / SBCOG 2023 Master Calendar

~ November 2023 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 Board	2 City/County Manager's TAC SCAG Regional Council	3	4
			5 Daylight Savings Time Ends	6	7	8 General Policy Committee Legislative Policy Committee
12 Diwali	13 CSAC Annual Meeting	14 CSAC Annual Meeting	15 LAFCO Hearing CSAC Annual Meeting	16 CSAC Annual Meeting	17 Mt/Desert Policy Committee CSAC Annual Meeting	18
19	20	21	22	23 Thanksgiving Day Holiday	24 Thanksgiving Day After	25
26	27	28	29	30		

Attachment: 2023 Master Meeting Calendar (9035 : 2023 Transit Committee Meeting Schedule)

Board of Directors meetings start at 10:00 a.m.
 General Policy Committee starts at 9:00 a.m.
 Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.
 Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

SBCTA / SBCOG 2023 Master Calendar

~ December 2023 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6 Board	7 City/County Manager's TAC SCAG Regional Council Hanukkah	8 Hanukkah	9 Hanukkah
10 Hanukkah	11 Hanukkah	12 Hanukkah	13 General Policy Committee Legislative Policy Committee Hanukkah	14 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee Hanukkah	15 Mt/Desert Policy Committee Hanukkah	16
17	18	19	20 LAFCO Hearing	21	22	23
24 Christmas Eve Holiday	25 Christmas Day Holiday	26 Kwanzaa	27 Kwanzaa	28 Kwanzaa	29 Kwanzaa	30 Kwanzaa
31 New Years Eve Holiday Kwanzaa						

Attachment: 2023 Master Meeting Calendar (9035 : 2023 Transit Committee Meeting Schedule)

Board of Directors meetings start at 10:00 a.m.
 General Policy Committee starts at 9:00 a.m.
 Mountain/Desert Committee starts at 9:30 a.m.

Legislative Policy Committee starts at 9:30 a.m.
 Transit Committee starts at 9:00 a.m.

Metro Valley Study Session starts at 9:30 a.m.
 I-10/I-15 Joint Sub-Committee starts at 9:45 a.m.

Minute Action

AGENDA ITEM: 4

Date: *November 10, 2022*

Subject:

San Bernardino County Multimodal Transportation Quarterly Update

Recommendation:

Receive and file the San Bernardino County Multimodal Transportation Quarterly Update for Fiscal Year 2021/2022 Fourth Quarter.

Background:

Multimodal services are an important part of how people travel throughout San Bernardino County. This is reflected in projects and programs the San Bernardino County Transportation Authority (SBCTA) is currently constructing and managing, as well as its involvement with the transit operators and the Southern California Regional Rail Authority (SCRRA). Although SBCTA's primary responsibility to the operators is to allocate funding, SBCTA is still required to be tuned in to the trends and statistics of its operators. To help facilitate this, as well as keeping the SBCTA Transit Committee and Board of Directors apprised of this information, SBCTA staff, in consultation with the transit operators, SCRRA and AMMA Transit Planning, created the San Bernardino County Multimodal Transportation Quarterly Report (Report).

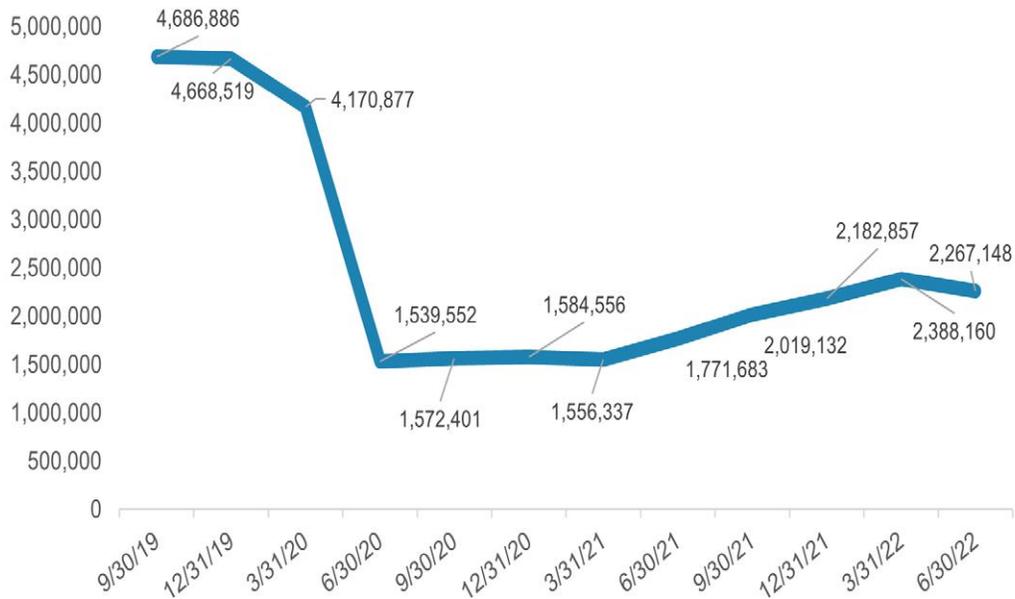
The primary source of data used in the Report is from TransTrack. TransTrack is a county-wide transit performance software that the San Bernardino County (County) transit operators, except SCRRA, use to provide operations and financial data on a monthly basis. This allows SBCTA to pull data reports independently from the transit operators. The other sources of data for this report came from SBCTA's rideshare program database and transit operators' staff as well as their respective Board of Directors agenda reports. This allows for collaboration between SBCTA staff and the operators' staff to ensure that an accurate picture is being presented. SCRRA data is collected directly from SCRRA staff and reviewed as part of the SCRRA Member Agency Advisory Committee (MAAC) activities. SBCTA is working with SCRRA on adding access to Arrow Service data through TransTrack for consistency. Arrow data will be included in the second quarter of Fiscal Year (FY) 2022/2023.

The purpose of the Report is to identify the range of public transportation options available, provide high level information about services, and report on current initiatives being worked on by the operators and SBCTA. It also tracks key performance indicator trends. Attached is the fourth quarter report for FY 2021/2022, which encompasses data beginning April 2022 through June 2022. The previous quarters have been included to reflect the continuing growth in the county.

Overall, the County's public transit operators provided 2.3 million trips in the fourth quarter of FY 2021/2022, which was a decrease from the previous quarter (Exhibit 2). This decrease in ridership can be attributed to just two (2) programs: Mountain Transit and Victor Valley Transit Authority's (VVTA) Consolidated Transportation Services Agency (CTSA) Program providers. Mountain Transit's decrease is discussed later in this item.

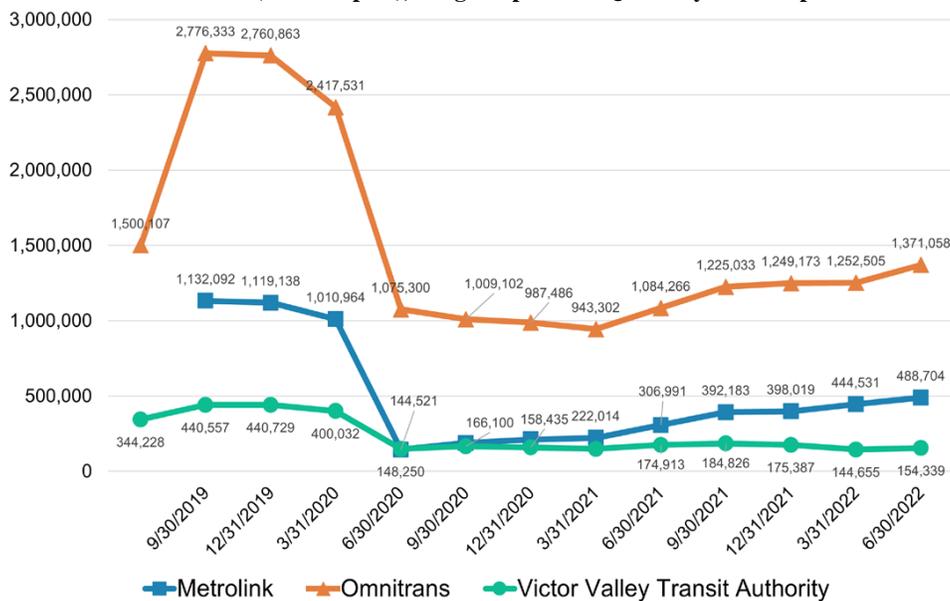
Entity: San Bernardino County Transportation Authority

Exhibit 2 (From Report), Quarterly System-wide Ridership



The large operators, Metrolink, Omnitrans and VVTA saw steady growth during this time period (Exhibit 3). Omnitrans trips grew 2% over the prior quarter to 1.37 million trips. Metrolink ridership climbed to over 488,000 trips provided on its two lines to San Bernardino (SB and Inland Empire - Orange County), 10% over the prior quarter. Lastly, VVTA grew 7% compared to the prior quarter, providing 154,000 trips in the fourth quarter.

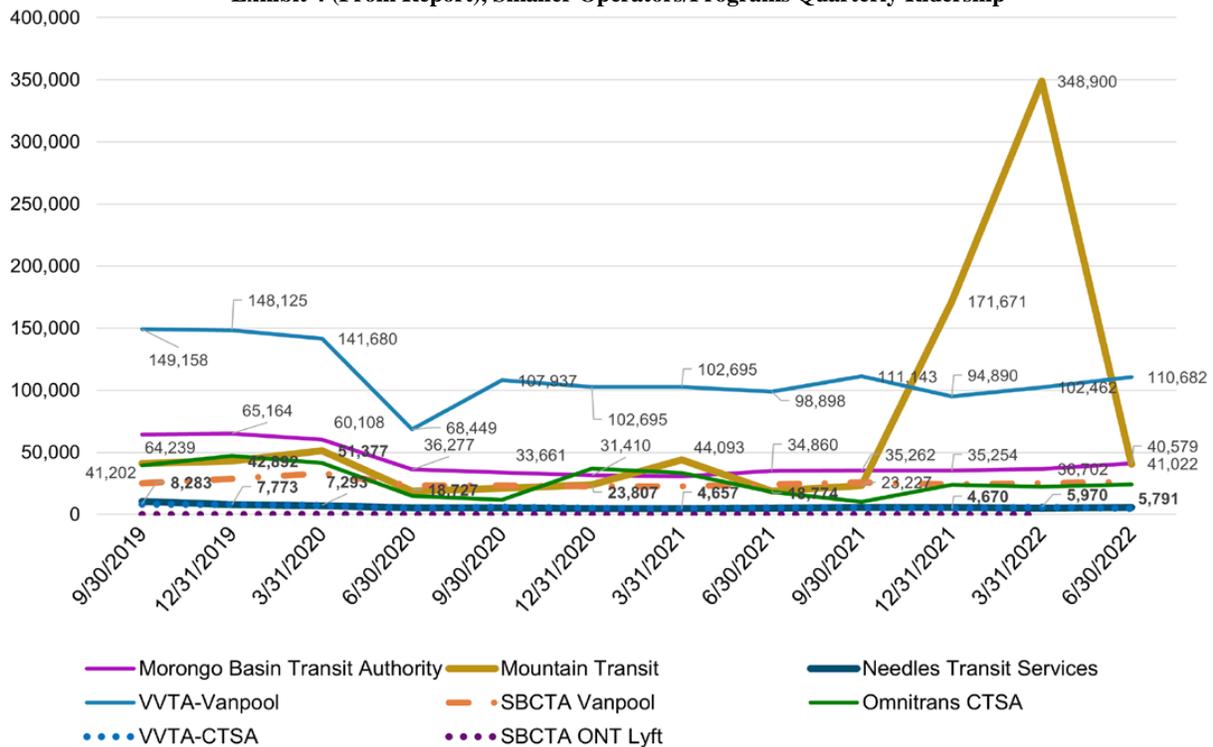
Exhibit 3 (From Report), Larger Operators Quarterly Ridership



Among the smaller operators, most saw an increase in ridership, with the most notable exception being Mountain Transit (Exhibit 4). Mountain Transit’s ridership fell dramatically this fourth San Bernardino County Transportation Authority

quarter due to seasonal changes. During the winter season, Mountain Transit provided transportation for Big Bear Mountain Resort. With ski season at an end, those resort trips ceased, and Mountain Transit provided 88% fewer trips compared to the third quarter of FY 2021/2022. While trips dropped between the third and fourth quarter, the 40,500 trips provided in the fourth quarter of FY 2021/2022 was a notable 116% increase over fourth quarter of the prior year. Needles Transit Services saw the greatest growth, climbing 16%, providing almost 5,800 trips on all its services during the fourth quarter. Morongo Basin Transit Authority, Omnitrans CTSA, and vanpool programs each saw increases over the prior quarter.

Exhibit 4 (From Report), Smaller Operators/Programs Quarterly Ridership



Current Initiatives

Metrolink Introduces Low Income Fare Discount Program

On September 1st, Metrolink launched a new discount program for its low-income riders. Any Metrolink passenger with a California Electronic Benefit Transfer (EBT) card is eligible for this 50% discount on all Metrolink tickets and passes. Riders can use their EBT card at any Metrolink station ticket machine to validate and unlock the discount. Funding for the discount is made possible by a grant from the Low Carbon Transit Operations Program (LCTOP) administered by California Department of Transportation (Caltrans). The discount program will be available for one year or until the grant funds are depleted. The program aims to encourage equity and accessibility and introduce new riders to Metrolink.

Omnitrans Launches OmniConnect Shuttle Services

In August, Omnitrans launched ONT Connect (Route 380), a new shuttle service between Ontario International Airport (ONT) and Cucamonga Station (Rancho Cucamonga Metrolink Station). ONT Connect connects passengers directly between the Metrolink Station and ONT seven (7) days a week, making travel efficient, convenient, and affordable. Transfers from Metrolink to ONT Connect are free, and riders with an Omnitrans day pass are also allowed to ride this service for free. ONT Connect vehicles have the capacity to carry 12 passengers, two (2) mobility devices, and two (2) bikes.

The second OmniConnect shuttle, SB Connect, started service on October 24, 2022. This shuttle connects Arrow Rail and Metrolink travelers from the San Bernardino Transit Center to downtown courts, county offices, and the San Bernardino Government Center. These shuttle services are funded with Local Transportation Funds that were allocated by the SBCTA Board of Directors.

VVTA Returns to Full Service

Beginning October 2nd, all VVTA services were restored fully since the service reductions of 2020 necessitated by the COVID-19 pandemic. New schedules have been produced and are available, as times may have shifted on some routes to improve reliability and on-time performance. Additionally, VVTA offered free fares for the month of October on their fixed route, Americans with Disabilities Act/Paratransit, Route 15, and its new Micro-Link service. All rides were free every day from October 1st through October 31st. This promotion is VVTA's way of saying thank you to riders for their patience and understanding during these challenging past couple of years.

Lastly, Kevin Kane, VVTA Executive Director, will be retiring and his last day with the agency will be December 31, 2022. Mr. Kane has been with VVTA for 23 years. SBCTA staff would like to offer our congratulations on his retirement and express our appreciation for his accomplishments throughout his tenure with VVTA.

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Nancy Strickert, Transit Manager

Approved
Transit Committee
Date: November 10, 2022

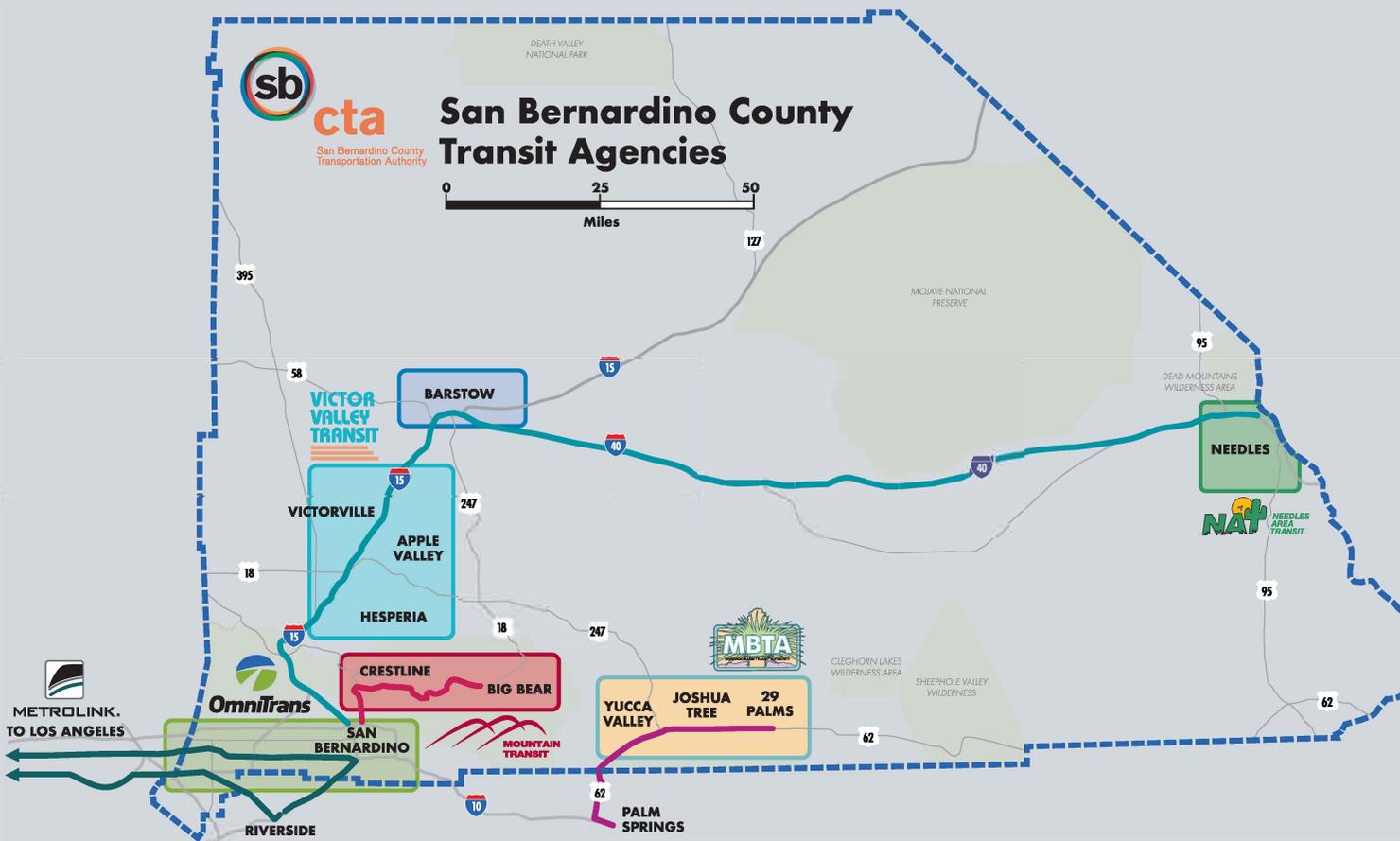
Witnessed By:



cta

San Bernardino County Transportation Authority

San Bernardino County Multimodal Transportation Quarterly Update



Fourth Quarter Fiscal Year 2021/2022

Volume 3, Number 4



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SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT

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Introduction

The slow, but continuing, recovery from early 2020 impacts of the COVID-19 pandemic among the County's public transportation providers and their riders is documented in this iteration of the SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT (Volume 3, Number 4). Fiscal year-end experience, fourth quarter (April, May and June), is contrasted with the third quarter (January, February and March) of FY 2021/2022 and presented in the context of three years of public transportation performance. Current initiatives by the operators to grow ridership and enhance services are also reported.

This report has two primary purposes in informing San Bernardino County policy makers, members of the general public and interested stakeholders:

1. To provide high-level information about specific transportation services and programs available.
2. To report on current initiatives and to track trends in key performance indicators.

The County's Public Transportation Modes and Programs

San Bernardino County is served by six public transit operators, providing rail, fixed-route bus services, microtransit and Americans with Disabilities Act (ADA) complementary paratransit services. The five bus operators are depicted in Exhibit 1.

Exhibit 1, San Bernardino County Public Transit Bus Operators



- **Metrolink** – Providing passenger rail service across a 538-mile network throughout the counties of Los Angeles, Orange, Riverside, San Bernardino and Ventura.
- **Omnitrans** – Providing services in the San Bernardino Valley, connecting to Riverside and Los Angeles counties.
- **Victor Valley Transit Authority (VVTA)** – Providing services in the Greater Victor Valley and the Barstow area, connecting to the San Bernardino Valley.
- **Morongo Basin Transit Authority (MBTA)** – Providing services in Twentynine Palms, Yucca Valley, Joshua Tree and the Morongo Valley communities, connecting to the Coachella Valley.
- **Mountain Transit** – Providing services in the Lake Arrowhead and Big Bear communities, connecting to the San Bernardino Valley.
- **Needles Area Transit Services** – Providing services within the City of Needles and limited connections into Arizona.

Three additional modes of transportation support San Bernardino County residents:

- **Consolidated Transportation Service Agencies (CTSAs) programs** – Specialized transportation operated and administered by Omnitrans and VVTA.
- **Vanpool programs** – Programs are operated by San Bernardino County Transportation Authority (SBCTA) and VVTA.
- **IE Commuter** – A Rideshare program of SBCTA and Riverside County Transportation Commission (RCTC).

This Quarterly Report will be the final for the Morongo Basin Transit Authority, initiating its new name of Basin Transit in this coming fiscal year (fall of 2022). The highly anticipated rail service between Redlands and San Bernardino, Arrow, launched October 24, 2022. Additional new services to be reported on in the months ahead will include Omnitrans' new ONT Connect, linking the Metrolink Rancho Cucamonga station with Ontario International Airport, and the SB Connect, linking downtown San Bernardino with Arrow and Metrolink trains.

Commentary

Transit Ridership Remains Steady During Fourth Quarter

After four quarters of steadily climbing ridership, the countywide passenger trips count dipped down slightly in this fourth quarter review. However, it's not all bad news. This loss in ridership can be attributed to just two programs: Mountain Transit and VVTA's CTSA program providers.

Exhibit 2, Countywide Quarterly Ridership Total, All Transit Modes



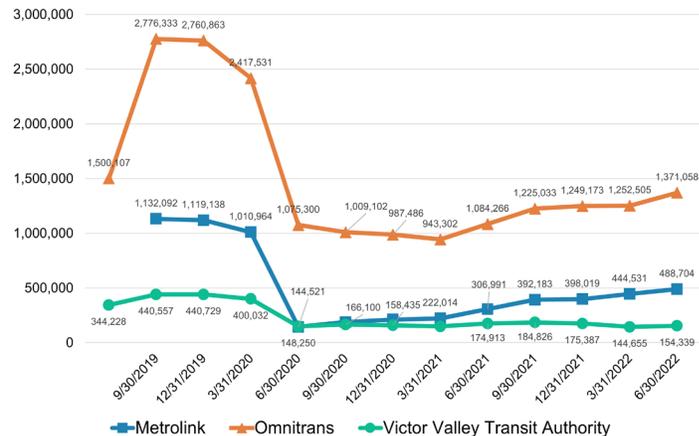
All other operators saw ridership continue to climb, or in the case of VVTA, saw ridership growth return after two quarters of ridership loss. Individual operator experiences are reported on in the following pages.

Overall, the County saw almost 2.3 million trips provided in the fourth quarter of FY 21/22 across 11 programs, including Metrolink, the fixed-route and paratransit operators, two vanpool programs and the CTSA's (Exhibit 2). (This count does not include IE Commuter rideshare activity.) This is a 53% increase from the lowest ridership point of the past three years, the third quarter of FY 20/21 when 1.5 million trips were provided. It is 48% below systemwide ridership levels of late 2019, prior to the onset of the COVID-19 pandemic.

The largest operators, Metrolink, Omnitrans and VVTA, saw steady gains in ridership, collectively providing 2 million passenger trips during this reporting period, which is a 9% increase over the prior quarter (Exhibit 3).

Omnitrans trips grew 2% over the prior quarter, to 1.37 million trips. Metrolink climbed to almost 489,000 trips provided on its two lines to San Bernardino (SB and IEOC), 10% over the prior

Exhibit 3, Larger Operators' Quarterly Ridership



quarter. And VVTA grew 7% compared to the prior quarter, providing 154,000 trips in the fourth quarter.

Among the smaller programs, most saw increased trip-making, with the most notable exception being Mountain Transit (Exhibit 4). Their steep 88% decrease in trips is due to a seasonal change, caused by the cessation of contracted trips for Big Bear Mountain Resort provided during the ski season. VVTA's CTSA program saw a slight overall decline, with ridership varying by program partner.

Needles Transit Services saw the greatest growth, climbing 16%, providing almost 5,800 trips on all its services during the fourth quarter. Morongo Basin Transit Authority, Omnitrans CTSA and vanpool programs each saw trip increases over the prior quarter.

Exhibit 4, Smaller Operators'/Programs' Quarterly Ridership

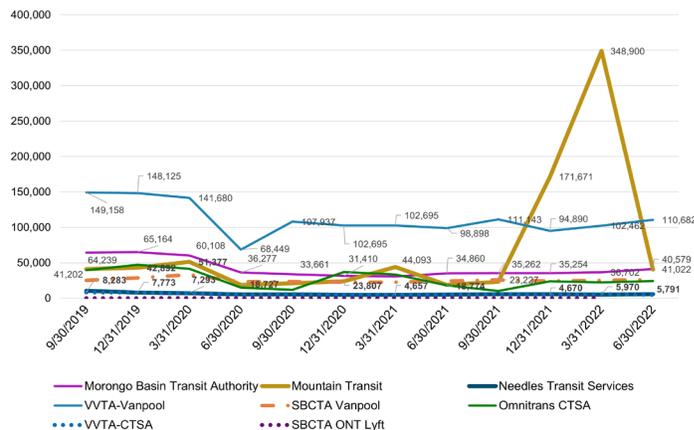
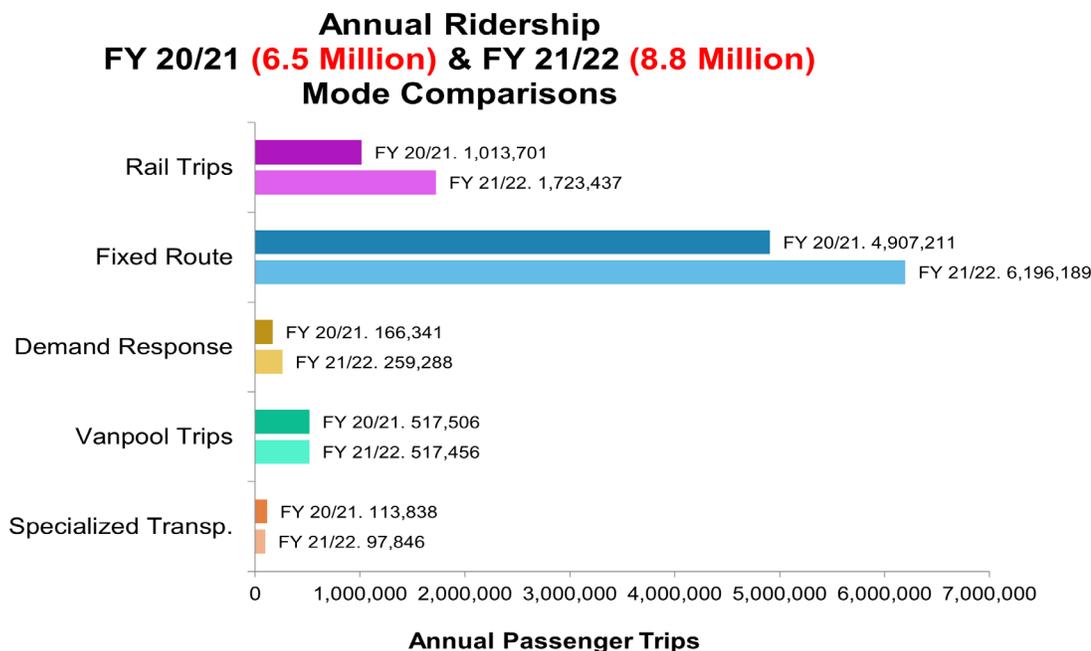


Exhibit 5, Annual Ridership by Mode, FY 20/21 and FY 21/22



A Year-End Review: Increasing Ridership in Every Mode Through the Third Pandemic Year

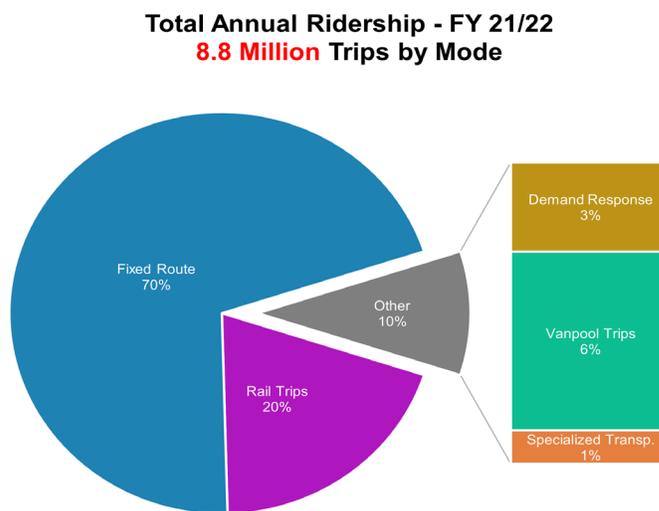
Together, San Bernardino County’s multimodal operators provided 8.8 million transit trips during FY 21/22, a 35% increase over the prior year (Exhibits 5 and 6). This growth represents students returning to school, workers to offices and community members traveling for more than essential trips during the third year of the COVID-19 pandemic.

Metrolink rail provided 1.7 million trips, 70% more trips than in FY 20/21 and 20% of all trips. Nearly three out of four trips provided in the County were fixed-route trips, totaling 6.2 million trips and 26% more trips than the prior year. Demand response trips, including ADA transport, grew to 3% of the annual trip total. At 259,000 trips, these were 56% more trips than the prior year.

Vanpool, at 6% of all trips provided, was one of two modes that did not show growth over FY 20/21 levels. The loss of vanpools suggests that San Bernardino County commuters choose remote work when possible.

Specialized transportation represented 1% of all trips provided, a loss of 14% when compared to the prior year. These nearly 100,000 trips were taken by the County’s most vulnerable residents and suggests both the critical nature of these trips and the likelihood that these specialized services may be one of these riders’ only options.

Exhibit 6, Trips by Mode, FY 21/22 Total – 8.8 Million Trips



Transit Services Slowly Restoring

There's more good news for transit. Service supply, or revenue hours, are also beginning to recover. During the previous two fiscal years, revenue hours were lost first to decisions around how to manage responses to pandemic closures and initially plummeting ridership. In later quarters, revenue hours were lost to the difficulty of hiring, training and retaining drivers — a challenge experienced throughout the public transit industry (Exhibit 7).

There were differences in how the bus operators deployed service, vehicle revenue hours, during the pandemic and how they pulled service back. Ridership levels systemwide

showed the precipitous drops in the spring/summer of 2020 and then slow rebuilding, even through the subsequent outbreaks of COVID-19 variants (Exhibits 8 and 9). Some decreases in revenue hours were experienced in the second and third quarters of FY 21/22 as the driver shortage became increasingly challenging, most particularly for Omnitrans and VVTA. As FY 21/22 closes, operators are again rebuilding service levels, with VVTA just this October 2022 returning to full service.

As noted, ridership has continued to grow, even as transit service levels are still a third (31%) below their pre-pandemic levels of 322,538 revenue hours systemwide.

Exhibit 7, Revenue Hours and Ridership by Quarter for All Five Public Transit Bus Operators

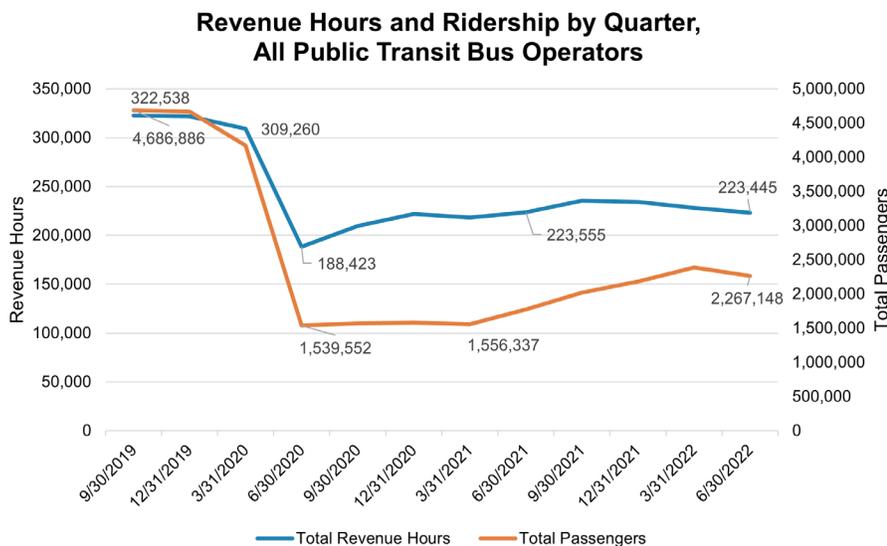
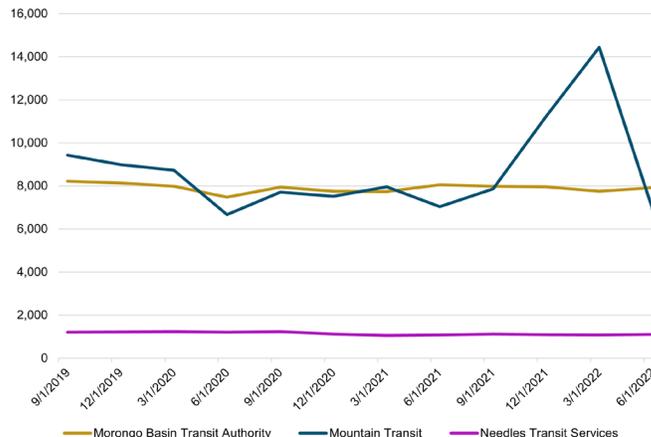


Exhibit 8, Larger Operators' Quarterly Revenue Hours



Exhibit 9, Smaller Operators' Quarterly Revenue Hours



Current Initiatives

Transit Operators Focus on Recovery and Rebuilding Efforts

Ridership is on an upswing across San Bernardino County thanks to increased tripmaking by residents and the tireless efforts of the County’s multimodal operators in this third pandemic fall. This section reports on new services, fare promotions and service restoration for Omnitrans, VVTA, Metrolink and IE Commuter.

OMNITRANS LAUNCHES OMNICONNECT SHUTTLE SERVICES

In August Omnitrans launched ONT Connect (Route 380), a new shuttle service between Ontario International Airport (ONT) and Cucamonga Station (Rancho Cucamonga

Metrolink station). ONT Connect connects passengers directly between the Metrolink Station and ONT seven days a week, making travel efficient, convenient and affordable. Transfers from Metrolink to ONT Connect are free, and fares are the same as Omnitrans fixed routes. ONT Connect vehicles carry 12 passengers, two mobility devices and two bikes. This scheduled shuttle runs once or twice hourly on weekdays. On weekends, headways are 60 to 120 minutes.

A second OmniConnect shuttle, SB Connect, began service on October 24 with the launch of Arrow, the new Redlands Passenger Rail service. This shuttle connects Arrow and Metrolink travelers from the San Bernardino Transit Center to downtown courts, county offices and the San Bernardino Government Center (Exhibit 10).

Exhibit 10, OmniConnect Promotional Flyers

Attachment: FINAL_SBCTA FY21_22_Year End_102722_DraftFinal (9081 : San Bernardino County Multimodal Transportation Quarterly Update)

VVTA RETURNS TO FULL SERVICE

Beginning October 2, all VVTA services were restored fully since the service reductions of 2020 necessitated by the COVID-19 pandemic.

The return to full service includes:

- 30-minute service* on Routes 31, 41, 43, 52 and 53. Other routes returned from 2-hour service, back to 1-hour service.* (*Times are approximate.)
- Route 21 returned to Routes 21P and 21W.
- Route 15 schedule was revised to meet with the Metrolink Trains at the San Bernardino Transit Center.
- Route 15 now runs two trips on Sunday from Barstow, Victorville and San Bernardino.
- Return of Route 50X: Monday-Thursday direct service from the Victor Valley Transportation Center to Victor Valley College.
- Routes now timed at the Victor Valley Transportation Center to allow for quicker and easier transfers.

New schedules were produced and are available as times may have shifted on some routes to improve reliability and on-time performance.

VVTA PROVIDES FREE FARES FOR OCTOBER

VVTA offered free fares for October on fixed-route, ADA/Paratransit, Route 15 and its new Micro-Link service. All rides were free every day from October 1st through October 31st. The NTC/Commuter route was not included in Free Fare October.

This promotion was VVTA's way of saying thank you to riders for their patience and understanding during these challenging past couple of years.

METROLINK INTRODUCES LOW-INCOME FARE DISCOUNT PROGRAM

On September 1st, Metrolink launched a new discount program for its low-income riders. Any Metrolink passenger with a California Electronic Benefit Transfer (EBT) card is eligible for this 50% discount on all Metrolink tickets and passes. Riders can use their EBT card at any Metrolink station ticket machine to validate and unlock the discount (Exhibit 11). An alternative form of payment is needed to complete the ticket purchase.

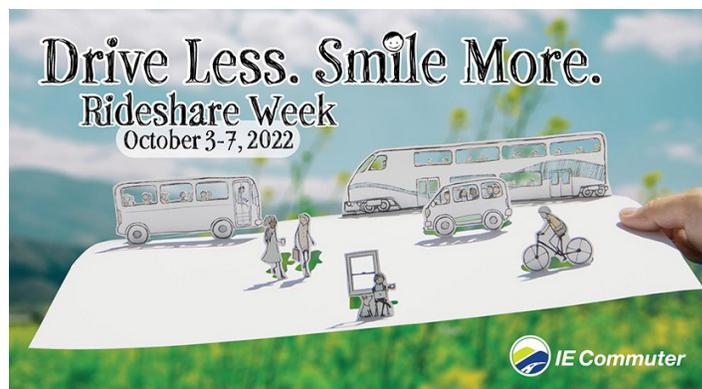
Exhibit 11, Purchasing Metrolink Discounted Fare with EBT Card



IE COMMUTER PROMOTES DRIVE LESS, SMILE MORE RIDESHARE WEEK CAMPAIGN

Each year, the first full week of October is national Rideshare Week. IE Commuter, SBCTA's rideshare program in partnership with RCTC, encouraged commuters throughout the region to leave their cars at home and try commuting by bus, train, carpooling, vanpooling or if feasible, getting active by walking or biking to work, or teleworking. Commuters ridesharing and logging their commutes or telework days on IECommuter.org throughout October were entered into a sweepstakes opportunity to win a variety of prizes thanks to sponsors of IE Commuter's Rideshare Week campaign. IE Commuter's theme, in conjunction with other regional rideshare agencies, Los Angeles County Metropolitan Transportation Authority, Orange County Transportation Authority and Ventura County Transportation Commission, "Drive Less, Smile More," is a common message to strengthen the reach to commuters throughout Southern California (Exhibit 12).

Exhibit 12, IE Commuter Rideshare Week Promotion

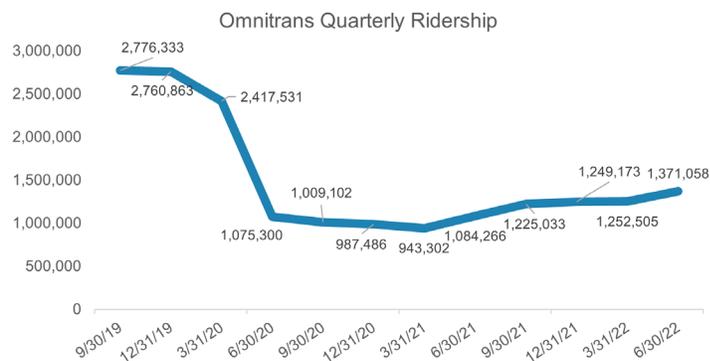


SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators



Commentary and Trends

OmniTrans' ridership grew by 9% in the fourth quarter, with a total of 1.37 million trips provided. Demand response trips grew most, with 26% more trips provided than in the prior quarter. This performance continues OmniTrans' five-quarter-long trend of ridership growth since the pandemic lows seen during the winter of 2021. Revenue hours and miles also increased compared to the third quarter to 4% and 6%, respectively. There was a significant decrease in operating costs, down 35% from the third quarter. A 35% increase in farebox revenue — more than \$1 million additional in passenger fares — coupled with a \$1.8 million decrease in operating revenue contributed to a 57% decrease in the subsidy per OmniTrans trip provided.



Performance¹

	3rd Quarter (Jan-Feb-Mar)		4th Quarter (Apr-May-Jun)	
	Prior Quarter FY 21/22		Current Year FY 21/22	% change from 3rd Quarter
SYSTEM Total Passenger Trips	1,252,505		1,371,058	9%
Fixed-Route Trips	1,223,425		1,334,352	9%
Demand Response Trips	29,080		36,706	26%
SYSTEM Performance				
Revenue Hours	129,800		135,236	4%
Passengers per Rev Hour	9.6		10.1	5%
Revenue Miles	1,762,485		1,863,062	6%
Passengers per Rev Mile	0.71		0.74	4%
Passenger Miles	6,773,459		7,642,662	13%
Average Trip Length (miles)	5.41		5.57	3%
OPERATIONS Expense				
Total Operating Cost	\$18,829,475		\$12,323,176	-35%
Passenger Revenue	\$3,995,666		\$5,390,195	35%
Farebox Recovery Ratio Systemwide	21.2%		43.7%	106%
Subsidy per Pass Trip Systemwide	\$11.84		\$5.06	-57%
Fixed-Route Cost per Trip	\$13.05		\$7.18	-45%
Demand Response Cost per Trip	\$92.45		\$74.78	-19%
FLEET Characteristics				
Vehicles in Peak Service	(Includes sbX)		(Includes sbX)	
Fixed-Route	93		94	
Demand Response	40		40	
Total Vehicles in Peak Service	133		134	
Service Area Square Mileage	463		463	
Vehicles per Square Mile	0.30		0.30	
OMNITRANS FAMILY of Services				
Bus Rapid Transit Route	1- Green Line/sbX		1- Green Line/sbX	
Express Fixed-Routes	1- Route 215		1- Route 215	
Local Fixed-Routes	21 routes		21 routes	
Community Circulators (OmniRide)	4 routes		3 contracted fixed-routes	
Microtransit	3 OmniRide service areas - Chino Hills, Upland		3 OmniRide service areas - Bloomington, Chino/Chino Hills, Upland	
Access ADA Service	Complementary paratransit		Complementary paratransit	

¹ Extracted from TransTrack Manager Quarterly Scorecard during September 2022.

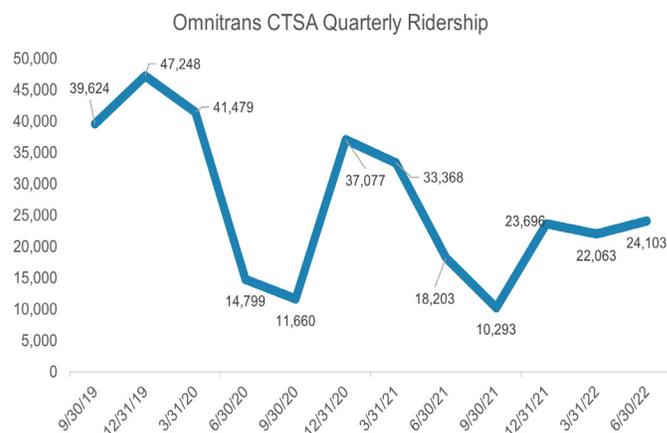


Commentary and Trends

During the fourth quarter, the Omnitrans CTSA programs saw increases in trips to the overall program with 24,000 trips provided, but performance varied by specific partners, likely due to ongoing impacts of the COVID-19 pandemic.

The new Uber/Taxi Ride program, launched mid-third quarter, grew significantly, with more than 500 trips subsidized. Anthesis, Lutheran Social Services, City of Grand Terrace, City of Chino and Highland Senior Center provided more service in the fourth quarter compared to the prior quarter. Notably, Highland Senior Center provided 175% more trips than during the third quarter.

Omnitrans CTSA Travel Training program for older adults and people with disabilities was not yet reinstated by the fourth quarter due to health and safety concerns due to the COVID-19 pandemic.



Performance

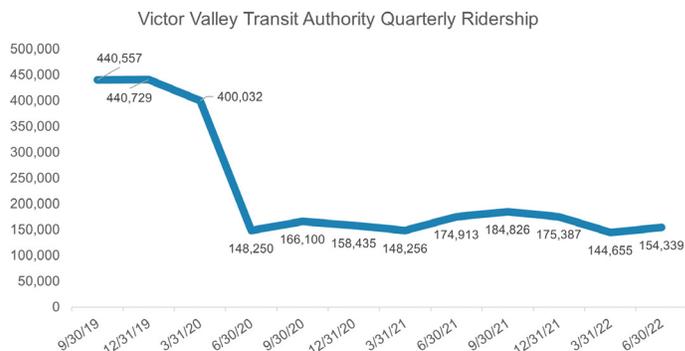
	3rd Quarter (Jan-Feb-Mar)		4th Quarter (Apr-May-Jun)	
	Prior Quarter FY 21/22		Current Year FY 21/22	% change from 3rd Quarter
TOTAL TRIPS	22,063		24,103	9%
TREP Mileage Reimbursement Trips	4,128		4,607	12%
Uber/Taxi Ride Program Trips**	125		532	326%
Travel Training Program*	0		0	—
Regional Mobility Partnership (RMP) Trips	17,810		18,964	6%
<i>Anthesis</i>	4,376		5,263	20%
<i>Lutheran Social Services</i>	518		340	-34%
<i>City of Grand Terrace</i>	1,003		1,464	46%
<i>City of Redlands</i>	219		190	-13%
<i>AgingNext (formerly Community Senior Services)</i>	3,894		3,569	-8%
<i>OPARC</i>	3,414		3,221	-6%
<i>City of Chino</i>	1,567		1,954	25%
<i>Highland Senior Center</i>	469		1,292	175%
<i>Loma Linda University Adult Day Health</i>	2,350		1,671	-29%

* This program was temporarily suspended for safety/health concerns during the COVID-19 pandemic.

** Uber Ride launched in February 2022 to select cities within Omnitrans' service area as part of a pilot program.

Commentary and Trends

VVTA saw ridership grow once again, following two quarters of losses. In the fourth quarter, ridership was up 7% compared to the third quarter, with 154,000 trips provided systemwide. Ridership increases were seen across all services: fixed-route provided 3% more trips, commuter bus trips were up 5% and demand response service provision increased by 28%. The growth in trips was partly in response to increased service levels with increases in revenue hours (up 2% from the third quarter), revenue miles (up 3%) and total operating costs (up 15%).



Performance¹

	3rd Quarter (Jan-Feb-Mar)		4th Quarter (Apr-May-Jun)	
	Prior Quarter FY 21/22	Current Year FY 21/22	Current Year FY 21/22	% change from 3rd Quarter
SYSTEM Total Passenger Trips	144,655	154,339	154,339	7%
Fixed-Route Trips	114,269	117,399	117,399	3%
Commuter Bus Trips	8,368	8,768	8,768	5%
Demand Response Trips	22,018	28,172	28,172	28%
SYSTEM Performance [excludes vanpool revenue hours & miles]				
Revenue Hours	46,117	46,985	46,985	2%
Passengers per Rev Hour	3.1	3.3	3.3	5%
Revenue Miles	804,266	829,993	829,993	3%
Passengers per Rev Mile	0.18	0.19	0.19	3%
OPERATIONS Expense [excludes vanpool expense & revenue]				
Total Transit Operating Cost	\$6,953,210	\$8,006,893	\$8,006,893	15%
Passenger Revenue	\$480,243	\$413,063	\$413,063	-14%
Farebox Recovery Ratio Systemwide	6.9%	5.2%	5.2%	-25%
Subsidy/Pass Trip - Systemwide	\$44.75	\$49.20	\$49.20	10%
Fixed-Route Cost per Trip	\$48.72	\$52.64	\$52.64	8%
Commuter Bus Cost per Trip	\$24.97	\$24.56	\$24.56	-2%
Demand Response Cost per Trip	\$53.47	\$57.19	\$57.19	7%
FLEET Characteristics				
Vehicles in Peak Service	Includes 7 Electric Vehicles		Includes 7 Electric Vehicles	
Fixed-Route	38	32	32	
Commuter	6	6	6	
Demand Response	30	29	29	
Total Vehicles in Peak Service	74	67	67	
Service Area Square Mileage	1,082	1,082	1,082	
Vehicles per Square Mile	0.06	0.07	0.07	
VVTA FAMILY of Services				
Local Fixed/Regional Routes	21 routes	21 routes	21 routes	
County Fixed-Routes	6 routes	6 routes	6 routes	
Commuter Bus	NTC Commuter (Ft. Irwin), 7 routes	NTC Commuter (Ft. Irwin), 4 routes	NTC Commuter (Ft. Irwin), 4 routes	
Intercity Routes	2 routes	1 route	1 route	
Flexible Transit	ADA Direct Access	ADA Direct Access	ADA Direct Access	
Vanpool Program	179 vanpools	173 vanpools	173 vanpools	

¹ Extracted from TransTrack Manager Quarterly Scorecard during September 2022.



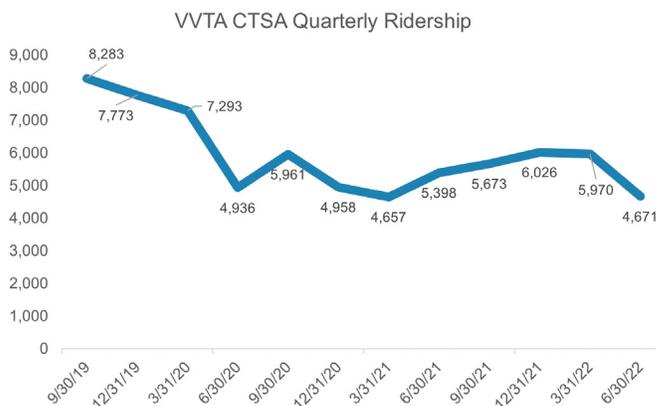
Consolidated Transportation Services Agency

Commentary and Trends

Ridership across the CTSA's programs dropped again during the fourth quarter. Together, these specialized programs provided 4,600 trips, 22% fewer trips than the previous quarter. Four programs contributed to this decrease: TRIP, Foothill AIDS Project, Bonnie Baker Senior Center and the Fare Media Scholarship Program.

The four remaining programs increased their ridership during the fourth quarter, most notably, Abundant Living Church, up 31% over the prior quarter with 561 trips provided.

The Transit Ambassador Program resumed and provided 42 hours of assistance during the fourth quarter.



Performance

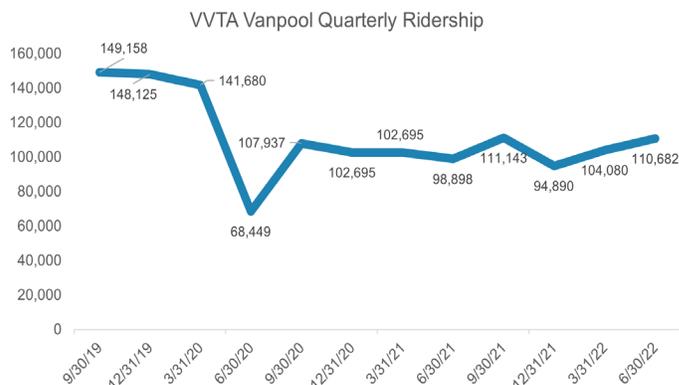
	3rd Quarter (Jan-Feb-Mar)		4th Quarter (Apr-May-Jun)	
	Prior Quarter FY 21/22		Current Year FY 21/22	% change from 3rd Quarter
TOTAL TRIPS	5,970		4,671	-22%
TRIP Program	3,144		3,010	-4%
Nonprofit Providers	814		936	15%
<i>Foothill AIDS Project</i>	312		299	-4%
<i>Abundant Living Church</i>	428		561	31%
<i>Trona Community and Senior Center</i>	48		51	6%
<i>Church for Whosoever</i>		<i>Program suspended due to COVID-19</i>		
<i>Bonnie Baker Senior Center</i>	26		25	-4%
Travel Training Program	313		298	-5%
Fare Media Scholarship Program	1,699		427	-75%
TOTAL CAR TRIPS				
Needles CarShare Program		<i>Program suspended due to COVID-19.</i>		
TOTAL MILES	76,187		80,768	6%
TRIP Program	76,187		80,768	6%
TOTAL HOURS	0		42	
Transit Ambassador Program	0		42	—



**SAN BERNARDINO COUNTY MULTIMODAL
TRANSPORTATION QUARTERLY REPORT
Public Transit Bus Operators**

Commentary and Trends

VVTA lost six vanpools, down to 173 during the fourth quarter of FY 21/22. Despite the loss, revenue miles increased by 3%, passenger trips by 6% and passenger miles by 8%. More than 110,000 trips were provided on VVTA vanpools during the fourth quarter of FY 21/22.



Performance

Performance	3rd Quarter (Jan-Feb-Mar)	4th Quarter (Apr-May-Jun)	
	Prior Quarter FY 21/22	Current Year FY 21/22	% change from 3rd Quarter
Number of Vanpools	179	173	-3%
Revenue Miles	1,170,263.00	1,206,189	3%
Revenue Hours	29,000.00	25,370	-13%
Unlinked Passenger Trips	104,080	110,682	6%
Passenger Miles	5,306,414	5,746,768	8%
Subsidies Disbursed	\$259,888	\$258,544	-1%
Passenger Fares	\$283,895	\$358,854	26%

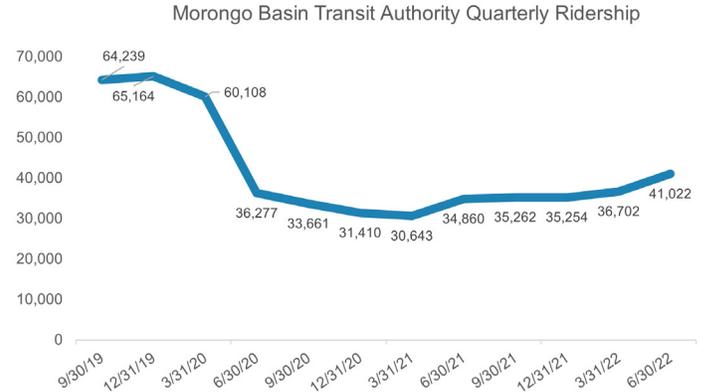
Attachment: FINAL_SBCTA FY21_22_Year End_102722_DraftFinal (9081 : San Bernardino County Multimodal Transportation Quarterly Update)

SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators



Commentary and Trends

MBTA, which will change to Basin Transit next fiscal year, shows a pattern of ridership growth over five quarters. Ridership increased 12% systemwide, from the previous quarter with more than 41,000 trips provided. Commuter bus service saw the most growth, providing 2,300 trips or a 27% increase from the third quarter of FY 21/22. Fixed-route trips and demand response trips each increased by 11%. Systemwide operating costs decreased by 7%, reflected in reduced costs per trip systemwide. Notably, passenger revenue dropped significantly, down 21% in the fourth quarter. The TREP mileage reimbursement program introduced new clients (up to 168) but saw fewer trips taken.



Performance¹

	3rd Quarter (Jan-Feb-Mar)		4th Quarter (Apr-May-Jun)	
	Prior Quarter FY 21/22		Current Year FY 21/22	% change from 3rd Quarter
SYSTEM Total Passenger Trips	36,702		41,022	12%
Fixed-Route Trips	31,844		35,328	11%
Commuter Bus Trips	1,882		2,383	27%
Demand Response Trips	2,976		3,311	11%
SYSTEM Performance				
Revenue Hours	7,756		7,916	2%
Passengers per Rev Hour	4.7		5.2	10%
Revenue Miles	154,877		157,811	2%
Passengers per Rev Mile	0.24		0.26	10%
OPERATIONS Expense				
Total Operating Cost	\$979,455		\$913,349	-7%
Passenger Revenue	\$83,078		\$65,786	-21%
Farebox Recovery Ratio Systemwide	8.5%		7.2%	-15%
Subsidy per Pass Trip - Systemwide	\$24.42		\$20.66	-15%
Fixed-Route Cost per Trip	\$22.45		\$18.84	-16%
Commuter Bus Cost per Trip	\$48.94		\$31.14	-36%
Demand Response Cost per Trip	\$57.98		\$52.42	-10%
TREP Mileage Reimbursement Program				
TREP Clients	166		168	1%
TREP Trips	1,596		1,516	-5%
TREP Miles Reimbursed	27,200		26,192	-4%
Mileage Reimbursement Cost	\$8,160		\$7,858	-4%
FLEET Characteristics				
Vehicles in Peak Service				
Fixed-Route/Commuter			9	
Demand Response			4	
Total Vehicles in Peak Service			13	
Service Area Square Mileage			1,300	
Vehicles per Square Mile			0.01	
MBTA FAMILY of Services				
Highway Bus			#1 Yucca Valley-Twenty-nine Palms	
Intercity Routes to Palm Springs			#12 Yucca Valley-PS, #15 MCAGCC-PS	
Other Community Routes			#3 Marine Base, #7 Yucca Valley, #21 Landers	
Ready Ride Service			In 6 communities	

¹ Extracted from TransTrack Manager Quarterly Scorecard during September 2022.

SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators

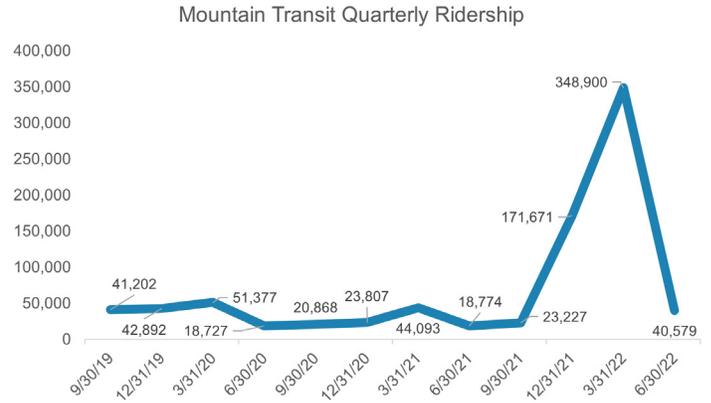


Commentary and Trends

Mountain Transit's ridership fell dramatically this fourth quarter due to seasonal changes. During the winter season, Mountain Transit provided transportation for Big Bear Mountain Resort. With the ski season at an end, those resort trips ceased and Mountain Transit provided 88% fewer trips, compared to the third quarter of FY 21/22. Revenue service hours provided were reduced by almost a third (29%), as the ski-oriented runs ceased.

While trips dropped between the third and fourth quarter, the 40,500 trips provided in the fourth quarter of FY 21/22 was a notable 116% increase over fourth quarter of the prior year.

Trip reductions were only seen for the fixed-route service, with a total of more than 40,500 trips provided on all services in the fourth quarter. Both commuter and demand response services saw increases in ridership over the third quarter.



Performance¹

	3rd Quarter (Jan-Feb-Mar)		4th Quarter (Apr-May-Jun)	
	Prior Year FY 20/21	Prior Quarter FY 21/22	Current Year FY 21/22	% change from 3rd Quarter
SYSTEM Total Passenger Trips	44,093	348,900	40,579	-88%
Fixed-Route Trips	40,141	343,907	35,229	-90%
Commuter Bus Trips	1,082	1,933	2,211	14%
Demand Response Trips	2,870	3,060	3,139	3%
SYSTEM Performance				
Revenue Hours	7,938	14,432	10,252	-29%
Passengers per Rev Hour	5.6	24.2	4.0	-84%
Revenue Miles	117,418	195,933	177,520	-9%
Passengers per Rev Mile	0.38	1.78	0.23	-87%
OPERATIONS Expense				
Total Operating Cost	\$830,581	\$1,022,870	\$1,285,313	26%
Passenger Revenue	\$139,885	\$618,347	\$149,377	-76%
Farebox Recovery Ratio Systemwide	16.8%	60.5%	11.6%	-81%
Subsidy per Pass Trip - Systemwide	\$15.66	\$1.16	\$27.99	2314%
Fixed-Route Cost per Trip	\$13.25	\$2.34	\$25.67	997%
Commuter Bus Cost per Trip	\$87.79	\$41.42	\$64.68	56%
Demand Response Cost per Trip	\$72.03	\$44.83	\$75.77	69%
FLEET Characteristics				
Vehicles in Peak Service				
Fixed-Route	9	6	12	
Demand Response	4	4	4	
Off the Mountain	4	4	4	
Seasonal Service		15	0	
Airport Shuttle		1	1	
Trolley Vehicle	4-6	4	0	
Total Vehicles in Peak Service	21-23	34	21	
Service Area Square Mileage	269	269	269	
Vehicles per Square Mile	0.05	0.04	0.05	
MOUNTAIN TRANSIT FAMILY of Services				
Off-the-Mountain Routes - 2		Rim Rt. 6; Big Bear Rt. 5		
Local Fixed-Routes - 5		Rim Rts. 2, 4; Big Bear Rts. Red, Blue, Gold		
Summer Trolley - 1		Lake Arrowhead-Crestline		
Seasonal Service - 1		Big Bear Route 9 (Nov-April)		
Dial-a-Ride - 2		Big Bear Valley and Rim		
Airport Shuttle		Big Bear		

¹ Extracted from TransTrack Manager Quarterly Scorecard during September 2022.

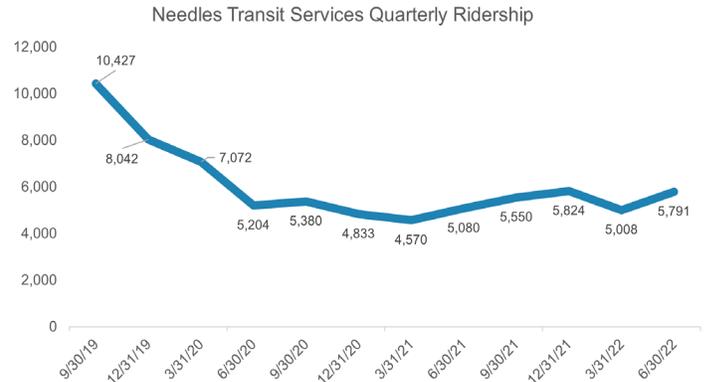
SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators



Needles Transit Services

Commentary and Trends

Needles Transit Services experienced 16% ridership growth in the fourth quarter of FY 21/22, providing almost 5,800 trips. Significant ridership growth was seen on both fixed-route (up 16% over the prior quarter) and demand response services (up 15%). Increased ridership contributed to increases in revenue hours and miles (up 1%) and total operating costs (up 5%).



Performance¹

	3rd Quarter (Jan-Feb-Mar)		4th Quarter (Apr-May-Jun)	
	Prior Quarter FY 21/22		Current Year FY 21/22	% change from 3rd Quarter
SYSTEM Total Passenger Trips	5,008		5,791	16%
Fixed-Route Trips	3,680		4,268	16%
Demand Response Trips	1,328		1,523	15%
SYSTEM Performance				
Revenue Hours	1,182		1,199	1%
Passengers per Rev Hour	4.2		4.8	14%
Revenue Miles	15,367		15,541	1%
Passengers per Rev Mile	0.33		0.37	14%
OPERATIONS Expense				
Total Operating Cost	\$134,722		\$140,906	5%
Passenger Revenue	\$4,367		\$13,698	214%
Farebox Recovery Ratio Systemwide	3.2%		9.7%	200%
Subsidy per Pass Trip - Systemwide	\$26.03		\$21.97	-16%
Fixed-Route Cost per Trip	\$28.68		\$23.96	-16%
Demand Response Cost per Trip	\$18.69		\$16.39	-12%
FLEET Characteristics				
Vehicles in Peak Service				
Fixed-Route			1	
Demand Response			1	
Total Vehicles in Peak Service			2	
Service Area Square Mileage			31	
Vehicles per Square Mile			0.06	
City of Needles Transit Services				
Needles Area Transit			Community deviated fixed-route	
Demand Response			Local and Medical/Shopper Dial-a-Rides	

¹ Extracted from TransTrack Manager Quarterly Scorecard during September 2022.

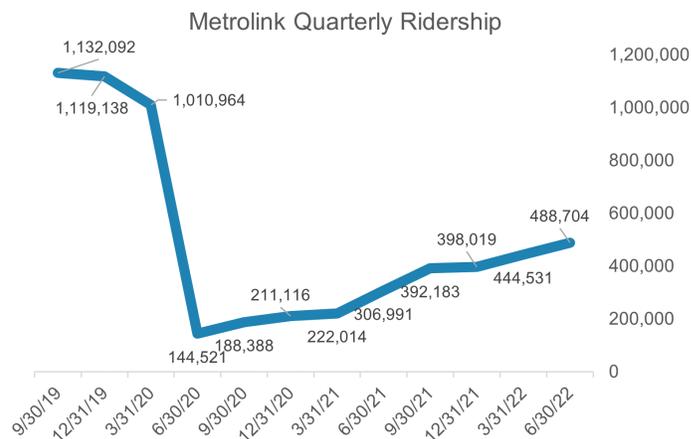


Commentary and Trends

During the fourth quarter, Metrolink's ridership on the San Bernardino Line increased by 25%, to 347,000 boardings. The Inland Empire Orange County Line (IEOC) experienced a drop in boardings — down 15%, for a total of nearly 142,000 trips provided. Combined, Metrolink provided more than 488,000 trips on the San Bernardino and IEOC Lines, a 10% increase over the third quarter. While ridership increased overall, boardings dropped at all San Bernardino County stations. This drop was likely caused by delays experienced across Burlington Northern Santa Fe (BNSF) railways on a regular basis, which diminished ridership.

The number of trains increased on both lines during the fourth quarter due to service restoration in April, which added six additional weekday runs to each line.

Operating costs are not yet available for FY 21/22.



Performance¹

	3rd Quarter (Jan-Feb-Mar)		4th Quarter (Apr-May-Jun)	
	Prior Quarter FY 21/22		Current Year FY 21/22	% change from 3rd Quarter
SYSTEM Passenger Boardings by Line				
TOTAL San Bernardino Line	276,934		347,015	25%
TOTAL Inland Empire Orange County (IEOC) Line	167,597		141,689	-15%
Boardings at San Bernardino County Stations:				
San Bernardino Line	120,939		108,544	-10%
IEOC Line	3,808		3,494	-8%
Riverside Line	6,778		6,579	-3%
FINANCIAL - Total San Bernardino Line w/ MOW¹				
Operating Cost SB Line				
Farebox Revenue SB Line	N/A		N/A	
Farebox Recovery Ratio SB Line				
FINANCIAL - Total IEOC Line w/ MOW¹				
Operating Cost IEOC Line				
Farebox Revenue IEOC Line	N/A		N/A	
Farebox Recovery Ratio IEOC Line				
PERFORMANCE MEASURES - San Bernardino Line				
Passenger Miles	10,145,945		9,075,529	-11%
Average Passenger Trip Length	37.2		36.5	-2%
PERFORMANCE MEASURES - IEOC Line				
Passenger Miles	3,902,152		4,972,080	27%
Average Passenger Trip Length	33.6		35.1	4%
SERVICE LEVELS				
San Bernardino Line				
# of trains per weekday WB	15		18	
# of trains per weekday EB	15		18	
# of trains per Saturday WB/EB	9		8	
# of trains per Sunday WB/EB	7		8	
IEOC Line - with stops in San Bernardino County				
# of trains per weekday WB	4		7	
# of trains per weekday EB	4		7	
# of trains per weekend WB	2		2	
# of trains per weekend EB	2		2	

¹ Metrolink conducts reconciliation on an annual, not quarterly, basis. Figures presented here are subject to change following the reconciliation process.



Multimodal Programs

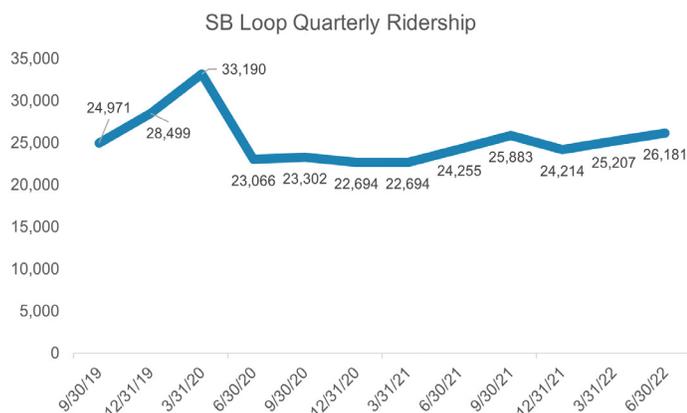


Commentary and Trends SB Loop

During the fourth quarter of FY 21/22, SBCTA's SB Loop program gained two vanpools. The program now has 57 vanpools, a 4% increase from the third quarter. Passenger trips also increased, up 4% to more than 26,000 trips provided. Passenger miles increased slightly (up 1%) in this quarter-to-quarter comparison.

Performance

SB Loop	3rd Quarter (Jan-Feb-Mar)		4th Quarter (Apr-May-Jun)	
	Prior Quarter FY 21/22	Current Year FY 21/22	Current Year FY 21/22	% change from 3rd Quarter
SYSTEM Totals				
Number of Vanpools	55	57		4%
Vanpool Passenger Trips	25,207	26,181		4%
SYSTEM Performance				
Passenger Miles	1,047,909	1,060,571		1%
Passengers/Rev Miles	41.6	40.5		-3%
OPERATIONS Expense				
Subsidies Disbursed	\$65,200	\$67,200		3%
Passenger Revenue	\$211,483	\$234,488		11%
Subsidy per Passenger Trip	\$2.59	\$2.57		-1%
Average Cost per Passenger Trip	\$10.98	\$11.52		5%



Rideshare

IE Commuter is a rideshare program of RCTC and SBCTA. Its mission is to reduce traffic and improve air quality in the region by helping businesses develop employee rideshare (bus, train, carpool, vanpool, telework, bike, walk) programs. The program and its services are provided at no cost to eligible Riverside County and San Bernardino County employers and commuters.

Notably, rideshare metrics do not compare quarter-to-quarter the same way other transit data does. The values presented below of the fourth quarter compare metrics from the prior year and the year to date.

To date in FY21/22, IE Commuter served 128 employers at 840 worksites. While employers served decreased by 15% from the prior year, worksites served increased by 6%. The total 4,832 participants experienced almost 3.6 million vehicle trip reductions and 83 million reduced vehicle miles traveled. This reduced emissions by 95 million pounds.

Program trends will be presented in subsequent Quarterly Reports as more data over time is available.

Performance

IE Commuter	Prior Year Total	FY 21/22 Total	
	FY 20/21	FY 21/22	% Change from FY 20/21
PROGRAM Totals			
Total Number of Employers	150	128	-15%
Total Number of Employer Worksites	791	840	6%
Total Number of IE Commuter Accounts	85,096	95,898	13%
Number of Accounts Active for Ridematching	7,210	9,860	37%
EMPLOYER Totals			
Total Employers Surveyed	29	33	14%
Total Commuters Surveyed	31,588	27,320	-14%
Vehicle Trip Reductions (VTR)	3,654,456	3,597,152	-2%
Vehicle Miles Traveled (VMT) Reduced	56,848,293	83,196,518	46%
Greenhouse Gas Emissions (GHG) Reduced (lbs)	65,114,378	95,293,794	46%
INCENTIVE Totals			
Total Participants	1,352	4,832	257%
Vehicle Trip Reductions (VTR)	159,679	217,898	36%
Vehicle Miles Traveled (VMT) Reduced	5,391,638	7,576,306	41%
Greenhouse Gas Emissions (GHG) Reduced (lbs)	6,173,731	8,677,947	41%

Attachment: FINAL_SBCTA FY21_22_Year End_102722_DraftFinal (9081 : San Bernardino County Multimodal Transportation Quarterly Update)

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FY 2021/2022 Fourth Quarter Multimodal Transportation Quarterly Update

Nancy Strickert
Transit Manager



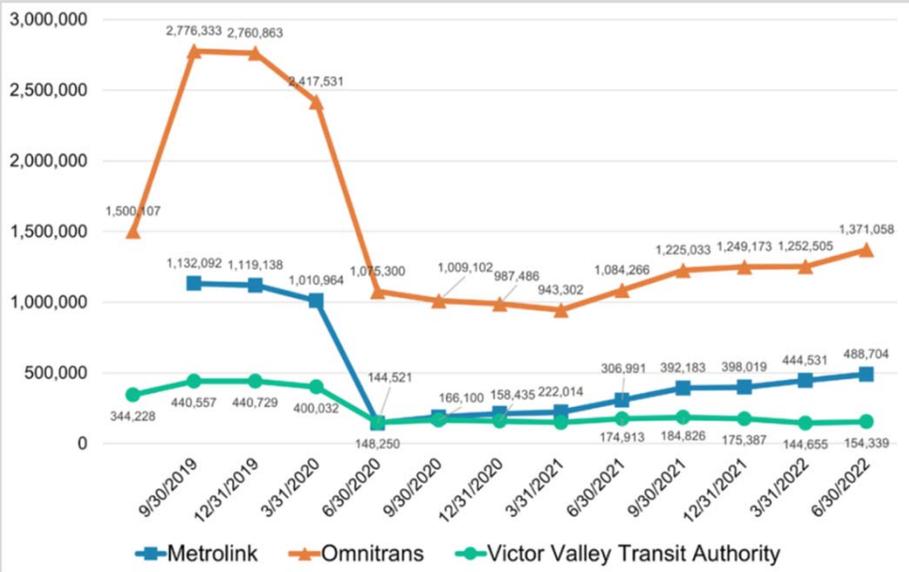
cta

San Bernardino County
Transportation Authority

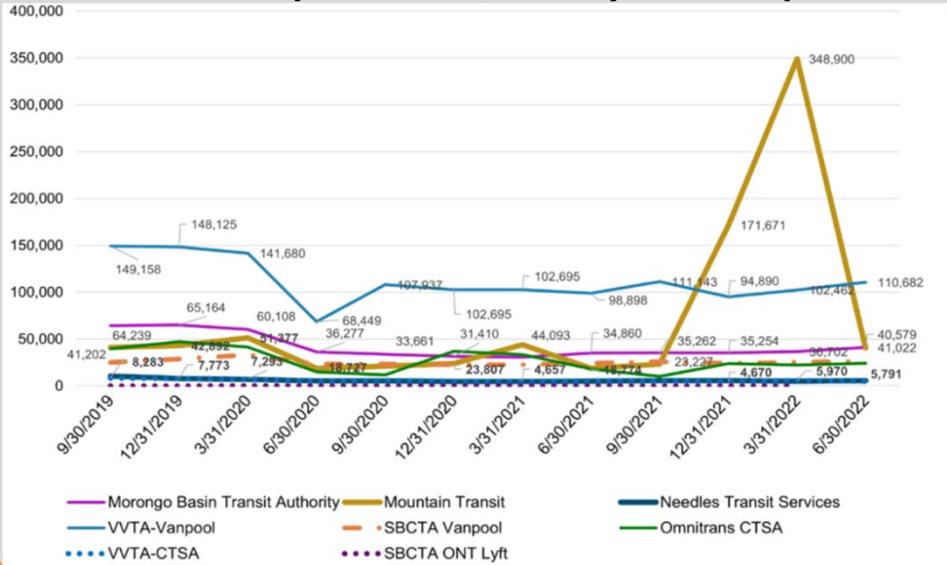
Countywide Quarterly Ridership Total (All Modes)



Large Operators Quarterly Ridership



Small Operators Quarterly Ridership



Recent Initiatives

OmniConnect First/Last Mile Shuttle Services



Powered by  

It's a Treat...Not a Trick!

OCTOBER IS FREE RIDE MONTH!

ALL VICTOR VALLEY TRANSIT BUS SERVICE IS FREE THE MONTH OF OCTOBER!
Fixed Route • Paratransit • Micro-Link • Route 15

*MT/Commuter Services not included in this promotion

VICTOR VALLEY TRANSIT



Minute Action

AGENDA ITEM: 5

Date: *November 10, 2022*

Subject:

Award for On-Call Transit and Rail Services Contracts

Recommendation:

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

A. Approve Contract No. 22-1002744 with WSP USA, Inc., for On-Call Transit and Rail Services, to support current and future Transit and Rail projects and programs, for an amount described in Recommendation D, for a five year term with two one-year options to extend.

B. Approve Contract No. 23-1002904 with Mott MacDonald Group Inc., for On-Call Transit and Rail Services, to support current and future Transit and Rail projects and programs, for an amount described in Recommendation D, for a five year term with two one-year options to extend.

C. Approve Contract No. 23-1002905 with RailPros, Inc., for On-Call Transit and Rail Services, to support current and future Transit and Rail projects and programs, for an amount described in Recommendation D, for a five year term with two one-year options to extend.

D. Approve a total not-to-exceed amount of \$20,000,000 for WSP USA, Inc. (No. 22-1002744), Mott MacDonald Group Inc., (No. 23-1002904), and RailPros Inc., (No. 23-1002905).

Background:

On January 5, 2022, the San Bernardino County Transportation Authority (SBCTA) Board of Directors delegated authority to the Executive Director, or his designee, to release the Request for Proposals (RFP) No. 22-1002744, for qualified firms to provide On-Call Transit and Rail Services. In accordance with the action, SBCTA released an RFP for On-Call Transit and Rail Services to support the activities necessary to develop, study, plan, design, and implement a variety of projects, studies, and goals as they relate to transit, rail, and mobility for SBCTA.

The On-Call Services bench of qualified professionals is intended to provide efficiency and streamline the procurement of services in order to meet project schedules and address the priorities of the SBCTA Board as it relates to these programs. As has been done with the current On-Call Services bench, it can also be used to support the efforts of the transit operators in San Bernardino County.

On March 8, 2022, RFP No. 22-1002744 was issued in accordance with current SBCTA policies and procedures and was sent electronically to approximately 867 consultants registered on Planet Bids, The RFP was also posted on the SBCTA website and 85 firms downloaded the solicitation.

On March 17, 2022, a Pre-Proposal meeting was held and was attended by 32 firms. Addendum No. 1 was issued on March 23, 2022, to post the pre-proposal conference slides. Addendum No. 2 was issued on April 5, 2022, to post responses to questions and update insurance limits.

Entity: San Bernardino County Transportation Authority

Five (5) proposals were received by the date and time specified in the RFP and were disseminated to all Evaluation Committee members in accordance with SBCTA current policies and procedures. A copy of the Score Sheets, the Declaration of Impartiality and Confidentiality form, and Standards of Conduct were also distributed to the committee members.

A responsive review conducted by the Procurement Professional found four proposals responsive, and on May 2, 2022, the Evaluation Committee members, which consisted of five SBCTA staff members, concluded their individual review of the proposals and convened to review, discuss and score the proposals. The firms were ranked in order of technical merit, a short-list was developed, and the short-listed firms (Mott MacDonald Group Inc., WSP USA, Inc., and RailPros, Inc., were invited to interview.

Based on the interviews conducted on June 15, 2022, and the technical scores of each firm, the Evaluation Committee recommended the On-Call Transit and Rail Services bench contracts be awarded to Mott MacDonald Group Inc., RailPros, Inc., and WSP USA, Inc. The Evaluation Committee considered all three (3) firms qualified to perform the work specified in the RFP. All three firms clearly demonstrated a thorough understanding of the scope of work, and proposed a qualified team. Evaluation forms and reference checks are located in the SBCTA Contract Audit File.

Once the bench contracts have been established, Contract Task Orders (CTO) will be procured primarily on a competitive basis, and issued as appropriate to the firms based on SBCTA's needs, nature of work, staff availability, quality of team, and ability to deliver the project/task on schedule and within project budget.

On a limited basis, based on area of expertise, a CTO may be issued directly to a specific firm. SBCTA's Procurement and Special Risk Assessment Policy No. 11000 allows the Executive Director, or his designee, to approve CTOs up to \$500,000. The proposed duration of each contract is five (5) years with two optional one-year extensions. The combined contract authorization amount for the initial five (5) year term is proposed to be \$20,000,000.

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Victor Lopez, Director of Transit & Rail Programs

Approved
Transit Committee
Date: November 10, 2022

Witnessed By:

General Contract Information

Contract No: 22-1002744 Amendment No.: N/A
 Contract Class: Payable Department: Transit
 Vendor No.: 01610 Vendor Name: WSP USA, Inc.
 Description: On-Call Transit and Rail Services
 List Any Related Contract Nos.: 23-1002904 (MM) & 23-1002905 (RailPros)

Dollar Amount					
Original Contract	\$	6,666,666.67	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	6,666,666.67	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	6,666,666.67

Contract Authorization

Board of Directors Date: 11/10/2022 Committee Item # _____

Contract Management (Internal Purposes Only)

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

Accounts Payable

Estimated Start Date: 12/7/2022 Expiration Date: 12/31/2027 Revised Expiration Date: _____
 NHS: N/A OMP/QAP: N/A Prevailing Wage: N/A

							Total Contract Funding:	Total Contingency:	
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name		
GL: MULT	30	MULT	MULT	MULTI	MULTIPLE		MULTIPE SOURCES	\$ 6,666,666.67	\$ -
GL:								6,666,666.67	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-

Victor Lopz Project Manager (Print Name) Victor Lopez Task Manager (Print Name)

Additional Notes:

Attachment: 22-1002744 WSP - CSS [Revision 1] (8809 : Award for On-Call Transit and Rail Services)

CONTRACT No. 22-1002744**BY AND BETWEEN
SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY****AND****WSP USA INC.****FOR****ON-CALL TRANSIT AND RAIL SERVICES**

This contract (referred to as “Contract”), is made and entered into by and between the San Bernardino County Transportation Authority, (“SBCTA”), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and WSP USA Inc. (“CONSULTANT”) whose address is: 862 E. Hospitality Lane, Suite 350, San Bernardino, CA 92408. SBCTA and CONSULTANT are each a “Party” and are collectively the “Parties”.

RECITALS:

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

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

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

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. 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 its satisfaction being based on prevailing applicable professional standards.
- 1.2 SBCTA’s Project Manager for this Contract is Victor Lopez, or such other designee as shall be designated in written notice to CONSULTANT from time to time by the Department

Director of SBCTA or his or her designee. The Project Manager shall have authority to act on behalf of SBCTA in administering this Contract, including giving notices (including without limitation, notices of default and/or termination), technical directions and approvals, demanding performance and accepting work performed, but is not authorized to receive or issue payments or execute amendments to the Contract itself

ARTICLE 2. CONTRACT TERM

- 2.1 The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA's Procurement Analyst and shall continue in effect through 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.
- 2.2 SBCTA at its sole discretion may extend the original term of the Contract for two one-year option(s). The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed December 31, 2029.

ARTICLE 3. COMPENSATION

- 3.1 Work within the Scope of Work shall be assigned to CONSULTANT on a Task Order basis, with compensation for each Task Order set by either an agreed-upon lump sum or an hourly cost or cost plus fixed fee, as set forth in 3.2 below. Such compensation shall be for all obligations incurred in 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 to be furnished by SBCTA). The total amount of compensation for all Task Orders issued and all Work performed under this Contract shall not exceed the amount set forth in 3.2 below. Award of this Contract does not guarantee the issuance of any Task Order hereunder. Each Task Order will be separately issued and negotiated.
- 3.2 The total Contract Not-To-Exceed Amount is Twenty-Million Dollars (\$20,000,000.00). CONSULTANT acknowledges that SBCTA intends to maintain contracts with more than one firm for the types of Work identified in Article 1 above. As the need for Work arises, SBCTA will issue a Task Order to the firm that SBCTA determines to be best qualified for that Work to be done, based upon the proposals previously submitted. Where SBCTA deems more than one firm to be equally qualified, SBCTA may, at its sole option and discretion, ask more than one contracted firm to submit supplementary information or proposals for a particular Task Order, and award a Task Order based upon those supplementary submittals. Award of Task Orders is at the sole discretion of SBCTA. SBCTA does not guarantee that it will issue any Task Orders for any Work during the term of this Contract. CONSULTANT acknowledges that it may not be awarded any Task Orders during the term of this Contract, that SBCTA will maintain a budget for all of the type of Work identified in Article 1, and that the amount available for potential award to CONSULTANT will be reduced by the amounts paid to other firms for Task Orders awarded to them.

- 3.3 The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amounts identified by Exhibit B. Any travel expenses must be pre-approved by SBCTA and shall be reimbursed for per diem expenses at a rate not to exceed the currently authorized rates for state employees under the State Department of Personnel Administration rules. SBCTA will not reimburse CONSULTANT for any expenses not shown in Exhibit B or agreed by SBCTA as required under this Contract.
- 3.4 For personnel subject to prevailing wage rates as described in the California Labor Code, all wage increases that are the direct result of changes in the prevailing wage rates are reimbursable.
- 3.5 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Contract shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.
- 3.5.1 CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 3.5.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31, or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be repaid by CONSULTANT to SBCTA.
- 3.6 Any Work provided by CONSULTANT not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be CONSULTANT's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.
- 3.7 All subcontracts in excess of \$25,000 shall contain the above provisions.

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, Federal Transit Administration, the California State Auditor, or other authorized representatives of SBCTA, access to CONSULTANT's records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONSULTANT further agrees to maintain separate records for costs of Work performed by amendment. CONSULTANT shall allow SBCTA and its representatives or agents to reproduce any materials as reasonably necessary.
- 7.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA and/or any state or federal agency funding these Services at any time. After CONSULTANT receives any audit recommendations, the cost proposal shall be adjusted by CONSULTANT and approved by SBCTA's Project Manager to conform to the audit recommendations. CONSULTANT agrees that individual items of cost identified in the audit report may be incorporated into the Contract at SBCTA's sole discretion. Refusal by CONSULTANT to incorporate the audit or post award recommendations will be considered a breach of the Contract and cause for termination of the Contract. Any dispute concerning the audit findings of this Contract shall be reviewed by SBCTA's Chief Financial Officer. CONSULTANT may request a review by submitting the request in writing to SBCTA within thirty (30) calendar days after issuance of the audit report.
- 7.3 Subcontracts in excess of \$25,000 shall contain the provisions in this Article.

ARTICLE 8. RESPONSIBILITY OF CONSULTANT

- 8.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and the assurance of compliance with all applicable federal, State, and local laws and regulations, and other Work furnished by the CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for 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 Services 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, impact to railroad operations and safety, public safety, and environmental considerations. At any time during performance of the Work, should CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties, which could pose potential risk to SBCTA or the Services, 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 Services. 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 When a modification to a construction contract is required because of an error or deficiency in the design Work provided under this Contract, CONSULTANT shall be responsible for any and all additional costs associated with the construction contract or the construction of the Project.
- 8.4 SBCTA shall advise CONSULTANT of their responsibility and collect the amount due, including but not limited to, withholding of payments, if the recoverable cost will exceed the administrative cost involved or is otherwise in SBCTA's best interest. SBCTA shall include in the Contract Audit File a written statement of the reasons for the decision to recover or not recover the costs from CONSULTANT.
- 8.5 CONSULTANT shall document the results of the Work to the satisfaction of SBCTA and, if applicable, Federal Transit Administration (FTA), Federal Railroad Administration (FRA) and California Public Utilities Commission (CPUC). This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of SBCTA's objectives.
- 8.6 As applicable, the responsible consultant/engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, certify as-built drawings, and where appropriate, indicate his/her California registration or license number.
- 8.7 CONSULTANT shall produce construction documents, specifically plans and specifications, which specify compliance with FTA, FRA and Buy America requirements.

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 progress reports 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. 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 Scope of Work;

10.2.3 Constitutes a change as defined in the "CHANGES" Article of the Contract;

10.2.4 In any manner causes an increase or decrease in the Contract price as identified in Article 3, herein, or the time required for Contract performance;

10.2.5 Changes any of the expressed terms, conditions or specifications of the Contract; unless identified herein;

10.2.6 Interferes with the CONSULTANT's right to perform the terms and conditions of the Contract; or

10.2.7 Approves any demand or claim for additional payment.

- 10.3 Failure of CONSULTANT and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or failure to agree upon the Contract action to be taken, shall be subject to the provisions of the "DISPUTES" Article herein.
- 10.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.
- 10.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager, in the manner prescribed by this Article and within its authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in 10.2.1 through 10.2.7 above, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from the CONSULTANT, SBCTA shall:
- 10.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of the CONSULTANT's letter that the Technical Direction either is or is not Technical Direction, as defined in 10.1 above, and within the Scope of Work.
- 10.5.2 Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

ARTICLE 11. CHANGES

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

ARTICLE 12. CONFLICT OF INTEREST CODE

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 Services. 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 Code Policy No. 10102.

ARTICLE 13. KEY PERSONNEL

The personnel specified below are considered to be essential to the Work being performed under this Contract. Prior to diverting any of the specified individuals to other projects, or reallocating any tasks or hours of Work that are the responsibility of key personnel to other personnel,

CONSULTANT shall notify SBCTA in writing and shall submit justifications (including proposed substitutions, resumes and payroll information to support any changes to the labor rate) in sufficient detail to permit evaluation of the impact on these Services. 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
Ali Mir, ENV SP	Principal-In-Charge
Alva Carrasco (Transit)	Strategic Advisors
Rex Brejnik (Rail)	Strategic Advisors
Lauren German	Contract Project Manager
John Wyatt	Quality Manager
Matthew (Matt) Baratz	Planning and Analysis Lead
George Harvilla, PE	Design and Engineering Lead
Ken Loncharich, PE QSD	Construction Management

ARTICLE 14. REPRESENTATIONS

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

ARTICLE 15. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 15.1 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.
- 15.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of these Services by CONSULTANT without the express written consent of SBCTA.
- 15.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties without prior written consent of SBCTA, any information obtained by CONSULTANT from or through SBCTA unless (a) the information was known to CONSULTANT prior to obtaining same from SBCTA; or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of the fault of or an unauthorized disclosure by CONSULTANT or its

employees, agents, or subconsultants; or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONSULTANT shall not be publicly disclosed until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act or other law, or otherwise become public information through no fault of CONSULTANT, or its employees or agents.

- 15.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 15.5 All press releases or press inquiries relating to these Services or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by the Parties.
- 15.6 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 16. CONSTRUCTION CLAIMS.

INTENTIONALLY OMITTED

ARTICLE 17. TERMINATION

17.1 Termination for Convenience – SBCTA's Executive Director shall have the right at any time, with or without cause, to terminate further performance of Work by giving 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.

17.1.1 CONSULTANT shall deliver to SBCTA, all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.

17.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.

17.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or

its suppliers' premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.

- 17.2 Termination for Cause - 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.
- 17.2.1 A waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, of the same or any other provision, nor be deemed to waive, amend, or modify this Contract.
- 17.2.2 CONSULTANT shall deliver to SBCTA all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA within ten (10) working days of said notice.
- 17.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONSULTANT be entitled to any payment for prospective profits on unperformed services or any damages because of such termination. All subcontracts in excess of \$25,000 shall contain the above provisions of this Article.

ARTICLE 18. STOP WORK ORDER

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 provisions of this Contract.

ARTICLE 19. CLAIMS

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

ARTICLE 20. INSURANCE

20.1 CONSULTANT, prior to commencing the WORK, at all times during the performance of the Work, and for such additional periods as required herein, CONSULTANT shall, at CONSULTANT's sole expense, procure and maintain insurance coverage with the following minimum requirements, and shall require all subconsultants of every tier performing any portion of the Work to procure and maintain such insurance as specified below:

20.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than \$3,000,000 per claim
- An annual aggregate limit of not less than \$9,000,000
- Coverage shall be appropriate for the CONSULTANT'S profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT'S professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.

If Coverage is on a claims made basis:

- Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.
- CONSULTANT shall secure and maintain "tail" coverage for a minimum of five (5) years after Contract completion.

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

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

Such policies shall contain a waiver of subrogation (ISO form WC 00 03 13, or equivalent) in favor of the parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable workers' compensation laws in effect during performance of the Work by CONSULTANT or any subconsultant of any tier. All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONSULTANT and all parties named as Indemnitees below. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

20.1.3 Commercial General Liability Insurance. A commercial general liability policy written on an occurrence form that shall provide coverage at least as broad as the coverage provided by ISO form CG 00 01. The Indemnified Parties shall be named, by specific endorsement, as additional insureds using ISO form CG 20 10

10 01 and ISO form CG 20 37 10 01, or their respective equivalent forms, to include completed operations coverage.

The commercial general liability policy shall:

- have a limit for any one occurrence or claim of not less than \$7,000,000 per occurrence and a \$7,000,000 annual general aggregate. All policies will cover completed operations aggregate, applicable solely to the activities contemplated in this contract;
- by endorsement or otherwise, provide a designated aggregate limit solely for the Services using ISO form CG 25 03 05 09 or equivalent form, unless a project-specific insurance policy is purchased.
- have no “CONSULTANT’s limitation” endorsements, as that term is defined, as of the date of this Agreement, in the Glossary of Insurance and Risk Management Terms published by the International Risk Management Institute, that have not been reviewed and approved by the Authority, including endorsements that limit coverage for earth movement or subsidence.
- have no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under an insured contract;
- have no exclusion for professional services except the latest ISO form CG 22 79 or CG 22 80 or both; and
- include products and completed operations liability coverage for a period of not less than 5 years following the Expiry Date.
- Completed operations coverage shall extend for as long as there is any exposure to liability under a statute of repose or any other applicable statute, either through continuous maintenance of completed operations coverage in the CONSULTANT’s corporate insurance program or by purchase of extended completed operations for a project-specific policy. If coverage is maintained by continuous renewal, each subsequent general liability insurance policy issued through the statute of repose period, commencing with Final Completion, shall be endorsed with ISO form CG 20 37 10 01, or the equivalent, with the Indemnified Parties scheduled as additional insureds.
- 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.

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

- If the CONSULTANT elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:
 - The umbrella or excess policy shall 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.

20.1.5 Commercial Auto. The policy must include the following:

- A total limit of liability of not less than **\$5,000,000** each accident. This total limits of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with section 20.1.4 (Umbrella/Excess CGL) of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
 - Combined Bodily Injury and Property Damage Liability insurance
The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

20.1.6 Pollution Liability. The policy must include the following if it is determined by SBCTA's Risk Manager to be in SBCTA's best interests to require such policy:

- \$2,000,000 per claim or occurrence limits/\$4,000,000 in the aggregate
- If the services involve mold identification / remediation, the policy shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.
- If the services involve lead-based paint or asbestos identification/remediation, the

policy shall not contain lead-based paint or asbestos exclusions.

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

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

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

20.1.8 Railroad Protective Liability. The policy must include the following:

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

20.2 General Provisions

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

20.2.2 Additional Insured Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name San

Bernardino County Transportation Authority and its officers, directors, members, employees and agents, as additional insureds (“Additional Insureds”). With respect to general liability arising out of, or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability but shall allow coverage for SBCTA to the full extent provided by the policy.

- 20.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA’s Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA’s Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager’s name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.
- 20.2.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-contractor to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA’s Risk Manager. Without SBCTA’s Risk Manager’s expressed written approval no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The CONSULTANT’s policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any CONSULTANT’s deductible or SIR.

- 20.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant with the exception of Professional Liability and Worker's Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 20.2.6 Non-Limitation of Insurance Requirements. The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the CONSULTANT's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the CONSULTANT shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the CONSULTANT is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the CONSULTANT arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Sub-CONSULTANT. The CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.
- 20.2.7 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA, in connection with all of the activities contemplated in this contract. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.
- 20.2.8 Cancellation. If any insurance company elects to cancel or non-renew coverage for

any reason, CONSULTANT will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at insurance@gosbcta.com to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.

- 20.2.9 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 20.2.10 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.
- 20.2.11 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.
- 20.2.12 Project Specific Insurance. All insurance coverage required to be provided by CONSULTANT, with the exception of automobile liability and worker's compensation, shall apply specifically and exclusively for the Services and extend to all aspects of the Work, with coverage limits dedicated solely to the Services. Use of other insurance programs is acceptable, provided that coverage under such programs provides dedicated Project-specific limits and identified premiums and meets all requirements described in contract.
- 20.2.13 No Representations or Warranties. SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONSULTANT against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.
- 20.2.14 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 notice date, procure the additional and/or modified insurance coverages. Upon such change any additional

cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Change Order.

- 20.2.15 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or terminate this Contract for cause. The insurance required or provided shall in no way limit or relieve the CONSULTANT of its duties and responsibilities under the Contract, including but not limited to, the obligations to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as is available to it under any other provision of the contract or law. Nothing contained herein shall relieve CONSULTANT, or any sub-CONSULTANT of any tier, of their obligations to exercise due care in the performance of their duties in connection with the Work and to complete the Work in strict compliance with the Contract Documents. For the duration of the Contract, until acceptance of the Services, CONSULTANT shall have full and complete charge and care of, and shall bear all risk of loss of and injury or damage to, the Work or any portion thereof (including SBCTA-furnished supplies, material, equipment or other items to be utilized with or incorporated in the Work by CONSULTANT while at the Services site) to the fullest extent of the law. CONSULTANT shall rebuild, repair, restore and make good losses of, and injuries or damages to, the Work or any portion thereof (including SBCTA-furnished supplies, material, equipment or other items at the Services site to be utilized with or incorporated in the Work by CONSULTANT) before Final Completion of the Work.
- 20.2.16 Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 21. INDEMNITY

- 21.1 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) San Bernardino County Transportation Authority, and its officers, directors, members, employees, agents and volunteers (collectively the "Indemnitees") from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of the design professional.

- 21.2 For all other Work, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless the Indemnitees, from any and all claims, actions, losses, damages and/or liability ("Claims") arising out of or related to any act or omission of consultant or any of its officers, employees, agents, subconsultants or volunteers

and for any costs or expenses incurred by SBCTA on account of any such Claims except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. CONSULTANT's indemnification obligation applies to SBCTA's "active" as well as "passive" negligence but does not apply to SBCTA's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

ARTICLE 22. 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 23. 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 24. SUBCONTRACTS

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

ARTICLE 25. INSPECTION OF OPERATIONS

SBCTA its designees, representatives and agents shall 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 26. INDEPENDENT CONTRACTOR

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

ARTICLE 27. ATTORNEY'S FEES

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

ARTICLE 28. GOVERNING LAW AND VENUE

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

ARTICLE 29. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 30. PRECEDENCE

30.1 The Contract consists of the Contract Articles, Exhibit A Scope of Work and Exhibit B Cost Proposal, SBCTA's Request For Proposal, and CONSULTANT's proposal, all of which are incorporated in this Contract by this reference.

30.2 The following order of precedence shall apply: first, the Contract Articles; second, Exhibits

A and B; third, SBCTA's Request For Proposal; and last, CONSULTANT's Proposal. In the event of a conflict between the Contract Articles and the Scope of Work, the Contract Articles will prevail.

- 30.3 In the event of an express conflict between the documents listed in this Article, or between any other documents, which are a part of the Contract, CONSULTANT shall notify SBCTA in writing within three (3) business days of its discovery of the conflict and shall comply with SBCTA's resolution of the conflict.

ARTICLE 31. COMMUNICATIONS AND NOTICES

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

To WSP USA Inc.	To SBCTA
862 E. Hospitality Lane, Suite 350	1170 W. 3rd Street, 2nd Floor
San Bernardino, Ca 92408	San Bernardino, CA 92410-1715
Attn: Lauren German	Attn: Victor Lopez
Email: Lauren.German@wsp.com	Email: vlopez@gosbcta.com
Phone: (909) 888-1106	Phone: (909) 884-8276
2nd Contact: Ali Mir, ENV SP	Copy: Procurement
Email: Ali.Mir@wsp.com	Email: procurement@gosbcta.com

ARTICLE 32. DISPUTES

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

ARTICLE 33. GRATUITIES

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

ARTICLE 34. REVIEW AND ACCEPTANCE

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 35. CONFIDENTIALITY

Any SBCTA communications or materials to which CONSULTANT or its subconsultants or agents have access, or materials prepared by CONSULTANT under the terms of this Contract, shall be held in confidence by CONSULTANT, who shall exercise reasonable precautions to prevent the disclosure of confidential information to anyone except as expressly authorized by SBCTA. Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine, and shall be confidential. CONSULTANT shall not release any reports, information or promotional material or allow for the use of any photos related to this Contract for any purpose without prior written approval of SBCTA. CONSULTANT agrees to inform itself and make its employees, agents, and subconsultants aware of the requirements of SBCTA's privacy and confidentiality policies and to abide by the same. CONSULTANT further agrees to require all employees, agents, and subconsultants assigned to any SBCTA project or task to sign a SBCTA Confidentiality Agreement as directed by SBCTA personnel.

ARTICLE 36. EVALUATION OF CONSULTANT

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

ARTICLE 37. SAFETY

CONSULTANT shall strictly comply with all OSHA regulations, local, municipal, state, and federal safety and health laws, orders and regulations applicable to CONSULTANT's operations in the performance of Work under this Contract. CONSULTANT shall comply with safety instructions issued by SBCTA and their representatives. CONSULTANT personnel shall wear personnel protective equipment (PPE) at all times while on any project construction site. For work around an active railroad, CONSULTANT and all subconsultants shall comply with the operating railroads PPE requirements. At a minimum PPE, shall be hard hats, orange reflectorized safety vests and safety glasses.

ARTICLE 38. DRUG FREE WORKPLACE

CONSULTANT agrees to comply with the Drug Free Workplace Act of 1990 per Government

Code Section 8350 et seq.

ARTICLE 39. 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 40. DEBARMENT AND SUSPENSION CERTIFICATION

- 40.1 This Contract is a covered transaction for purposes of 2 CFR Part 180, as supplemented by 2 CFR Part 1200. As such, CONSULTANT verifies that neither the CONSULTANT, its principals, as defined at 2 CFR 180.995, nor affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940 and 180.935. CONSULTANT is required to comply with 2 CFR 180, Subpart C, and must include the requirement to comply with the requirements of 2 CFR 180, Subpart C in any lower tier covered transaction it enters into.
- 40.2 CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to SBCTA.

This certification is a material representation of fact relied upon by SBCTA. If it is later determined that CONSULTANT knowingly rendered an erroneous certification, in addition to remedies available to SBCTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. CONSULTANT agrees to comply with the requirements of 2 CFR 180, Subpart C throughout the term of this Contract and to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE 41. PREVAILING WAGE RATES

- 41.1 CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Sections 1770 et seq., and all Federal, State, and local laws and ordinances applicable to the Work.

41.2 Any subcontract entered into as a result of this Contract if for more than \$25,000 for public works construction, alteration, demolition, installation or repair, or more than \$15,000 for the maintenance of public works, shall contain all of the provisions of this Article.

ARTICLE 42. CONTINGENT FEE

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

ARTICLE 43. FORCE MAJEURE

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

ARTICLE 44. WARRANTY

CONSULTANT warrants that all Work performed shall be in accordance with the Contract, and all applicable professional standards. In the event of a breach of this provision, CONSULTANT shall take the necessary actions to correct the breach at CONSULTANT's sole expense. 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 45. CIVIL RIGHTS

45.1 Nondiscrimination. During the term of this Contract, CONSULTANT shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability medical condition, genetic information gender, sex, marital status, gender identity, gender expression, sexual orientation, age, military or veteran status. CONSULTANT agrees to comply with the provisions of Title VI of the Civil Rights Act, as amended, 42 U.S.C. sec. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C sec. 6102, section 202 of the Americans With Disabilities Act of 1990, 42 U.S.C. sec. 12132 and Federal transit law at 49 U.S.C. sec. 5332, and other applicable Federal, State and local laws and regulations and policies relating to equal employment and contracting opportunities,

including laws and regulations hereafter enacted. In addition, CONSULTANT agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

45.2 Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying Contract.

45.2.1 Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. sec. 2000e et seq., and Federal transit laws at 49 U.S.C. sec. 5332, CONSULTANT agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of these Services. CONSULTANT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, CONSULTANT agrees to comply with any implementing requirement FTA may issue.

45.2.2 Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. sec. 623 and Federal transit law at 49 U.S.C. sec. 5332, CONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, CONSULTANT agrees to comply with any implementing requirements FTA may issue.

45.2.3 Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C, sec. 12112, CONSULTANT agrees that it will comply with the requirement of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, CONSULTANT agrees to comply with any implementing requirements FTA may issue.

45.3 CONSULTANT shall include the requirements of this Article in each of its subcontracts.

ARTICLE 46. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

ARTICLE 47. CONFLICT OF INTEREST

- 47.1 CONSULTANT shall disclose any financial, business, or other relationship with SBCTA that may have an impact upon the outcome of this Contract, or any ensuing SBCTA construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Contract, or any ensuing SBCTA construction project, which will follow.
- 47.2 CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Contract.
- 47.3 Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.
- 47.4 CONSULTANT hereby certifies that neither CONSULTANT nor any firm affiliated with CONSULTANT will bid on any construction contract or any contract to provide construction inspection for any construction project resulting from this Contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- 47.5 Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this Contract shall be eligible to bid on any construction contract, or any contract to provide construction inspection for any construction project resulting from this Contract.
- 47.6 Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing services on this Contract shall have provided services on the design of any project included within this Contract.

ARTICLE 48. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

ARTICLE 49. PROHIBITION ON EXPENDING SBCTA, STATE OR FEDERAL FUNDS FOR LOBBYING

- 49.1 CONSULTANT certifies, to the best of his or her knowledge and belief, that:
- 49.1.1 No state, federal or local agency appropriated funds have been paid, or will be paid, by or on behalf of CONSULTANT, to any person for influencing or attempting to influence an officer or employee of an agency, Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract, the making of any state or federal grant,

the making of any state or federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, or loan, or cooperative agreement.

- 49.1.2 If any funds other than federal appropriated funds have been paid, or will be paid to any person for making lobbying contacts to, influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 49.2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. sec. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 49.3 CONSULTANT shall require that the language of this Article be included in all lower-tier subcontracts exceeding \$100,000, and that all such subconsultants shall certify and disclose accordingly.

ARTICLE 50. INCORPORATION OF FTA TERMS

All contractual provisions required by Department of Transportation (DOT) as set forth in Federal Transit Administration (FTA) Circular 4220.1F, as amended, whether or not expressly set forth in this Contract, are hereby incorporated by reference into this Contract. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. CONSULTANT shall not perform any act, fail to perform any act, or refuse to comply with any SBCTA requests which would cause the designated recipient, subrecipient or SBCTA to be in violation of the FTA terms and conditions. If SBCTA determines that a Contract amendment expressly setting forth FTA-required terms is convenient or necessary for SBCTA's receipt or use of FTA funding for this Contract or these Services, CONSULTANT agrees to promptly execute such an amendment to this Contract. CONSULTANT's failure to execute such amendment within ten business days after SBCTA provides CONSULTANT with such amendment shall be a material breach of this Contract.

ARTICLE 51. FEDERAL CHANGES

CONSULTANT shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in any agreement wherein SBCTA is a direct recipient or subrecipient of FTA funds, as they may be amended or promulgated from time to time during the term of this Contract. CONSULTANT's failure to comply shall constitute a material breach of this contract.

ARTICLE 52. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

SBCTA and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by

the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to SBCTA, CONSULTANT, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from the underlying Contract. CONSULTANT agrees to include these requirements in all of its subcontracts.

ARTICLE 53. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- 53.1 CONSULTANT acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, apply to its actions pertaining to these Services. Accordingly, by signing this Contract CONSULTANT certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, CONSULTANT acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose penalties of the Program Fraud Civil Remedies Act of 1986 on CONSULTANT to the extent the Federal Government deems appropriate.
- 53.2 CONSULTANT also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under this Contract connected with a project that is financed in whole or part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307 et seq., the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5323(1) (1) et seq. on CONSULTANT, to the extent the Federal Government deems appropriate.
- 53.3 CONSULTANT shall include the requirements of this Article in all of its subcontracts.

ARTICLE 54. RECYCLED PRODUCTS

CONSULTANT shall comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. sec. 6962), including but not limited to U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 CFR part 247, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. CONSULTANT agrees to include this requirement in all of its subcontracts.

ARTICLE 55. ENERGY CONSERVATION REQUIREMENTS

CONSULTANT shall comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

ARTICLE 56. CLEAN AIR

CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant

to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended. CONSULTANT shall report each violation to SBCTA, who will in turn report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. CONSULTANT agrees to include this requirement in all of its subcontracts which exceed \$100,000.

ARTICLE 57. CLEAN WATER REQUIREMENTS

CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* CONSULTANT shall report each violation to SBCTA and understands and agrees that SBCTA will, in turn, report each violation as required to assure notification to FTA and appropriate EPA Regional Office. CONSULTANT agrees to include this requirement in all of its subcontracts which exceed \$100,000.

ARTICLE 58. FLY AMERICA REQUIREMENTS

CONSULTANT agrees to comply with 49 U.S.C. § 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. CONSULTANT shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. CONSULTANT agrees to include the requirements of this Article in all subcontracts that may involve international air transportation.

ARTICLE 59. SEISMIC SAFETY REQUIREMENTS

CONSULTANT agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify compliance to the extent required by the regulation. CONSULTANT also agrees to ensure that all work performed under this Contract including work performed by a subconsultant is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

ARTICLE 60. DISADVANTAGED BUSINESS ENTERPRISE

SBCTA, as the sub-recipient of federal funds, is required to comply with any requirements established by the main recipient (Omnitrans) to involve Disadvantaged Business Enterprises (DBEs) to the maximum extent feasible in all phases of its procurement practices.

For each Task Order, the CONSULTANT agrees to ensure that DBEs as defined in 49 CFR Part 26 have the opportunity to participate in the performance of Subcontracts financed in whole or in part with Federal funds provided under the Contract. In this regard, CONSULTANT shall take all reasonable steps in accordance with 49 CFR Part 26 so that DBEs have the opportunity to compete for and perform the Work. CONSULTANT shall not discriminate on the basis of race, color,

religion, sex, age or national origin, in the award and performance of DOT-assisted contracts.

CONSULTANT shall supply sufficient information in its payment applications and supporting documentation to enable SBCTA and the FTA to assess whether CONSULTANT is complying with its DBE goals.

ARTICLE 61. ENTIRE DOCUMENT

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

ARTICLE 62. CONTRACT

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

ARTICLE 63. EFFECTIVE DATE

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

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

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

WSP USA INC. a New York Corporation

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Ali Mir, ENV SP
Vice President

By: _____
Art Bishop
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

CONCURRENCE

By: _____
Shaneka Morris
Procurement Manager

Date: _____

DRAFT

Attachment: 22-1002744 On-Call Transit and Rail WSP Inc Contract (8809 : Award for On-Call Transit and Rail Services)

EXHIBIT “A”
“SCOPE OF WORK”

GENERAL

The services to be provided by the Consultant for this Request for Proposal (RFP) may include all work necessary to support the activities necessary to develop, study, plan, design, and implement a variety of projects, studies, and goals as they relate to transit, rail, and mobility for San Bernardino County Transportation Authority (SBCTA). The On-Call services bench of qualified professionals is intended to provide efficiency and streamline the procurement of services that in general include services designed to assist San Bernardino County Transportation Authority (SBCTA) to meet project schedules.

Consultant will provide a variety of services with respect to the development and expansion of transit and rail systems from inception through implementation of revenue service, including emerging technologies and alternative fuels. This includes, but is not limited to, strategic planning, environmental, design, construction services support, and revenue service implementation activities. Projects include rail and transit infrastructure, multi-modal transit centers, maintenance facilities, and ancillary support facilities. Further, services may include review of development/entitlement projects, minimum parking requirements, evaluations of community requests related to transit and rail services, development of strategic initiatives, studies, analyses, and other general services.

SBCTA will require Contract Task Orders (CTO) for individual activities with finite scopes of work which will be procured primarily, but not exclusively, on a competitive basis. CTOs will be issued as appropriate to the firms based on SBCTA’s needs, nature of work, staff availability, qualifications of the proposed staff, quality of team as a whole, and ability to deliver the respective scope of work on schedule and within budget. Based on area of expertise, CTOs may be issued directly to a specific firm to support necessary project task requirements.

SBCTA shall require Consultant(s): to submit all necessary documentation required in the RFP to support their respective qualifications that meet the needs of the On-Call Transit and Rail Services to be procured. The proposer shall demonstrate their ability to add the necessary firms and personnel who have the ability to perform the work pertaining to the required services. The qualifications at a minimum should include staff resumes and related project experience. Other supporting tasks may be required by SBCTA for each Contract Task Order as necessary to perform the required work.

**EXHIBIT “B”
APPROVED COST PROPOSAL”**

DRAFT

Attachment: 22-1002744 On-Call Transit and Rail WSP Inc Contract (8809 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services

POSITION (WSP USA, Inc.)	FULLY BURDENED RATE RANGE	
	LOW	HIGH
Program Management - Project and Programs, Contract Management, Project Controls, Grants, TDA, 3rd Party Projects		
Project Director	\$ 380	\$ 451
Contract Manager/Program Manager	\$ 192	\$ 228
Principal Project Manager	\$ 317	\$ 377
Senior Project Manager	\$ 222	\$ 301
Project Manager	\$ 197	\$ 234
Senior Estimator	\$ 148	\$ 175
Estimator	\$ 135	\$ 187
Senior Scheduler	\$ 241	\$ 319
Scheduler	\$ 98	\$ 116
Project Controls Manager	\$ 154	\$ 183
Project Controls Specialist	\$ 98	\$ 116
Rail Road Management Specialist	\$ 256	\$ 451
Grants Manager	\$ 319	\$ 410
Procurement Manager	\$ 383	\$ 455
Technical Advisor	\$ 386	\$ 583
Agency Coordinator	\$ 247	\$ 293
Claims Expert	\$ 374	\$ 444
Risk Manager	\$ 223	\$ 265
Systems Engineer/Communications (For all levels of systems & communications engineer)	\$ 161	\$ 504
Public Outreach	\$ 108	\$ 341
Intern	\$ 47	\$ 103
Planning - Capital Improvements, Studies, Operational Analyses, Land Use, Transit Development		
Principal Planner	\$ 285	\$ 455
Senior Planner	\$ 239	\$ 339
Planner	\$ 159	\$ 227
Planning Analyst	\$ 144	\$ 185
Planning Specialist	\$ 113	\$ 146
Modeler	\$ 159	\$ 268
GIS Technician	\$ 133	\$ 219
Transit Planning - Capital Improvements, Studies, Operational Analyses, FTA, Land Use, Transit Plans, Title VI		
Principal Transit Planner	\$ 278	\$ 486
Senior Transit Planner	\$ 232	\$ 369
Transit Planner	\$ 167	\$ 243
Transit Analyst	\$ 132	\$ 168
Transit Specialist	\$ 99	\$ 150
Operational Modeler	\$ 128	\$ 329
Financial Analyst	\$ 126	\$ 306
Environmental - NEPA, CEQA, Studies, Mitigation, Permitting		
Principal Environmental Planner	\$ 270	\$ 328
Senior Environmental Planner	\$ 228	\$ 302
Environmental Planner	\$ 171	\$ 240
Environmental Analyst	\$ 133	\$ 177
Environmental Specialist	\$ 87	\$ 103
Senior Biologist	\$ 113	\$ 135
Biologist	\$ 87	\$ 103
Scientist	\$ 77	\$ 113

Attachment: Exhibit B 22-1002744 WSP Rate Sheet [Revision 1] (8809 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services

POSITION (WSP USA, Inc.)	FULLY BURDENED RATE RANGE	
Engineering - Conceptual, Planning, PS&E, Construction Support, Security Systems, Systems & Communications, MOW, MOE		
Managing Engineer	\$ 276	\$ 403
Principal Engineer	\$ 239	\$ 307
Senior Engineer	\$ 164	\$ 284
Engineer	\$ 100	\$ 174
Engineering - Rolling Stock, Signals and Communications		
Managing Engineer	\$ 276	\$ 403
Principal Engineer	\$ 148	\$ 175
Senior Engineer	\$ 111	\$ 284
Engineer	\$ 98	\$ 146
Construction Management - Resident Engineer, Testing, Project Control, Inspections		
Construction Manager	\$ 375	\$ 446
Resident Engineer	\$ 195	\$ 371
Office Engineer	\$ 109	\$ 129
Inspector	\$ 165	\$ 330
Safety and Security	\$ 246	\$ 292
Field Supervisor	\$ 231	\$ 301
Surveying - Design, R/W, Construction, Mapping, R/W Acquisition		
Office Surveyor	\$ 94	\$ 100
Party Chief	\$ 121	\$ 144
Rodman/Chainman	\$ 84	\$ 100
Instrument Person	\$ 84	\$ 100
Right-of-Way - Acquisition, Appraisals/Utilities		
Principal/Program Manager	\$ 248	\$ 294
Senior R/W Program Manager	\$ 208	\$ 247
Senior R/W Project Manager	\$ 208	\$ 247
R/W Project Manager		
Senior R/W Agent		
Appraiser		
R/W Analyst		
Senior Utility Project Manager	\$ 148	\$ 175
Utility Project Manager	\$ 111	\$ 131
Utility Coordinator		
Agent III		
Agent II		
Agent I		
Geotechnical - Preliminary and Final Reports, Testing, Exploration, Construction		
Managing Engineer	\$ 179	\$ 213
Principal Engineer	\$ 148	\$ 252
Senior Engineer/Geologist	\$ 224	\$ 491
Engineer/Geologist	\$ 139	\$ 291
Field Technician	\$ 84	\$ 297
Lab Technician	\$ 84	\$ 100
CADD/Design - Support for all Classifications		
Senior CADD Operator	\$ 95	\$ 113
CADD Operator	\$ 140	\$ 166
Architect	\$ 233	\$ 323

Attachment: Exhibit B 22-1002744 WSP Rate Sheet [Revision 1] (8809 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services

POSITION (WSP USA, Inc.)	FULLY BURDENED RATE RANGE	
	Landscape Architect	\$ 98
Senior Civil Designer	\$ 255	\$ 409
Civil Designer	\$ 98	\$ 180
Senior Structures Designer	\$ 265	\$ 349
Structures Designer	\$ 188	\$ 307
Designer	\$ 91	\$ 180
Graphic Designer	\$ 116	\$ 138
Administration - Support for all Classifications		
Senior Administrative Assistant	\$ 82	\$ 97
Administrative Assistant	\$ 71	\$ 85
Document Control Systems Manager	\$ 148	\$ 175
Document Control Specialist	\$ 98	\$ 116
Project Administrator	\$ 67	\$ 156
Contract Administrator	\$ 154	\$ 183
Quality Control/Quality Assurance - Support for all Classifications		
Quality Control/Assurance (Manager, Administrator)	\$ 183	\$ 353

* Rates may be adjusted annually based on contract requirements

* Field overhead rates will be applied for field personnel

Added Classifications		
Senior Consultant	\$ 180	\$ 246
Consultant	\$ 167	\$ 218
Cost Estimating Manager	\$ 231	\$ 253
Third Party Agreements	\$ 305	\$ 333
Agreement Improvement Strategies	\$ 330	\$ 360
Lab Manager	\$ 120	\$ 120

Attachment: Exhibit B 22-1002744 WSP Rate Sheet [Revision 1] (8809 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services

POSITION (Lynn Capouya, Inc.)	FULLY BURDENED RATE RANGE	
	LOW	HIGH
Program Management - Project and Programs, Contract Management, Project Controls, Grants, TDA, 3rd Party Projects		
Project Director		
Contract Manager/Program Manager		
Principal Project Manager	\$ 316	\$ 326
Senior Project Manager	\$ 235	\$ 242
Project Manager	\$ 171	\$ 176
CADD/Design - Support for all Classifications		
Senior CADD Operator		
CADD Operator	\$ 85	\$ 87
Architect		
Landscape Architect	\$ 146	\$ 151
Senior Civil Designer		
Civil Designer		
Senior Structures Designer		
Structures Designer		
Designer	\$ 160	\$ 164
Graphic Designer		
Administration - Support for all Classifications		
Senior Administrative Assistant	\$ 188	\$ 194
Administrative Assistant	\$ 85	\$ 87
Document Control Systems Manager		
Document Control Specialist		
Project Administrator		
Contract Administrator		
Quality Control/Quality Assurance - Support for all Classifications		
Quality Control/Assurance (Manager, Administrator)		

* Rates may be adjusted annually based on contract requirements

* Field overhead rates will be applied for field personnel

Added Classifications		
Certified Irrigation Designer	\$ 166	\$ 171
Senior Landscape Architect	\$ 235	\$ 242

Attachment: Exhibit B 22-1002744 WSP Rate Sheet [Revision 1] (8809 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services

POSITION (CR Associates)	FULLY BURDENED RATE RANGE	
	LOW	HIGH
Program Management - Project and Programs, Contract Management, Project Controls, Grants, TDA, 3rd Party Projects		
Public Outreach	\$ 148	\$ 230
Intern	\$ 85	\$ 85
Planning - Capital Improvements, Studies, Operational Analyses, Land Use, Transit Development		
Principal Planner	\$ 290	\$ 350
Senior Planner	\$ 180	\$ 230
Planner	\$ 148	\$ 165
Planning Analyst	\$ 133	\$ 148
Planning Specialist		
Modeler	\$ 180	\$ 220
GIS Technician	\$ 133	\$ 180
Transit Planning - Capital Improvements, Studies, Operational Analyses, FTA, Land Use, Transit Plans, Title VI		
Principal Transit Planner	\$ 290	\$ 350
Senior Transit Planner	\$ 180	\$ 230
Transit Planner	\$ 148	\$ 165
Transit Analyst	\$ 133	\$ 148
Engineering - Conceptual, Planning, PS&E, Construction Support, Security Systems, Systems & Communications, MOW, MOE		
Managing Engineer	\$ 290	\$ 290
Principal Engineer	\$ 250	\$ 250
Senior Engineer	\$ 195	\$ 220
Engineer	\$ 135	\$ 180
Administration - Support for all Classifications		
Project Administrator		
Contract Administrator	\$ 140	\$ 155
Quality Control/Quality Assurance - Support for all Classifications		
Quality Control/Assurance (Manager, Administrator)		

* Rates may be adjusted annually based on contract requirements

* Field overhead rates will be applied for field personnel

Added Classifications		

Attachment: Exhibit B 22-1002744 WSP Rate Sheet [Revision 1] (8809 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services

POSITION (Kal Krishnan Consulting Services, Inc.)	FULLY BURDENED RATE RANGE	
	LOW	HIGH
Program Management - Project and Programs, Contract Management, Project Controls, Grants, TDA, 3rd Party Projects		
Project Director		
Contract Manager/Program Manager		
Principal Project Manager		
Senior Project Manager		
Project Manager		
Quality Control/Quality Assurance - Support for all Classifications		
Quality Control/Assurance (Manager, Administrator)		

* Rates may be adjusted annually based on contract requirements

* Field overhead rates will be applied for field personnel

Added Classifications		
Dan Holzman - Cost Estimating Manager	\$ 230.79	\$ 252.41
Mike Eidlan - Third Party Agreements	\$ 304.45	\$ 332.98
Brett Rekola - Agreement Improvement Strategies	\$ 329.47	\$ 360.33

Attachment: Exhibit B 22-1002744 WSP Rate Sheet [Revision 1] (8809 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services

POSITION (LSA)	FULLY BURDENED RATE RANGE	
	LOW	HIGH
Program Management - Project and Programs, Contract Management, Project Controls, Grants, TDA, 3rd Party Projects		
Project Director		
Contract Manager/Program Manager		
Principal Project Manager		
Senior Project Manager		
Project Manager		
Environmental - NEPA, CEQA, Studies, Mitigation, Permitting		
Principal In Charge	\$ 195.03	\$ 319.11
Task Manager	\$ 195.03	\$ 248.28
Technical Principal	\$ 195.03	\$ 305.32
Associate Technical Specialist/Planner	\$ 128.82	\$ 248.28
Senior Technical Specialist/Planner	\$ 117.51	\$ 179.06
Assistant Technical Specialist/Planner	\$ 84.33	\$ 120.02
GIS Specialist	\$ 104.32	\$ 185.26
Graphic Designer	\$ 104.32	\$ 185.26
Office Assistant	\$ 93.19	\$ 148.77
Document Management/508 Compliance	\$ 112.92	\$ 151.40
Administration - Support for all Classifications		
Senior Administrative Assistant		
Administrative Assistant		
Document Control Systems Manager		
Document Control Specialist		
Project Administrator	\$ 112.92	\$ 151.40
Contract Administrator	\$ 112.92	\$ 151.40
Quality Control/Quality Assurance - Support for all Classifications		
Quality Control/Assurance (Manager, Administrator)		

* Rates may be adjusted annually based on contract requirements

* Field overhead rates will be applied for field personnel

Added Classifications		

Attachment: Exhibit B 22-1002744 WSP Rate Sheet [Revision 1] (8809 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services

POSITION (LSA)	FULLY BURDENED RATE RANGE	
	LOW	HIGH
Program Management - Project and Programs, Contract Management, Project Controls, Grants, TDA, 3rd Party Projects		
Project Director		
Contract Manager/Program Manager		
Principal Project Manager		
Senior Project Manager		
Project Manager		
Environmental - NEPA, CEQA, Studies, Mitigation, Permitting		
Principal In Charge	\$ 195.03	\$ 319.11
Task Manager	\$ 195.03	\$ 248.28
Technical Principal	\$ 195.03	\$ 305.32
Associate Technical Specialist/Planner	\$ 128.82	\$ 248.28
Senior Technical Specialist/Planner	\$ 117.51	\$ 179.06
Assistant Technical Specialist/Planner	\$ 84.33	\$ 120.02
GIS Specialist	\$ 104.32	\$ 185.26
Graphic Designer	\$ 104.32	\$ 185.26
Office Assistant	\$ 93.19	\$ 148.77
Document Management/508 Compliance	\$ 112.92	\$ 151.40
Administration - Support for all Classifications		
Senior Administrative Assistant		
Administrative Assistant		
Document Control Systems Manager		
Document Control Specialist		
Project Administrator	\$ 112.92	\$ 151.40
Contract Administrator	\$ 112.92	\$ 151.40
Quality Control/Quality Assurance - Support for all Classifications		
Quality Control/Assurance (Manager, Administrator)		

* Rates may be adjusted annually based on contract requirements

* Field overhead rates will be applied for field personnel

Added Classifications		

Attachment: Exhibit B 22-1002744 WSP Rate Sheet [Revision 1] (8809 : Award for On-Call Transit and Rail Services)

EXHIBIT "B" Contract No. 22-1002744 - Transit and Rail On-call Services POSITION (Monument ROW, Inc.)	FULLY BURDENED RATE RANGE	
	LOW	HIGH
	Right-of-Way - Acquisition, Appraisals	
Principal/Program Manager	\$ 279	\$ 322
Senior R/W Project Manager	\$ 229	\$ 244
R/W Project Manager	\$ 208	\$ 236
Senior Utility Project Manager	\$ 229	\$ 258
R/W Analyst	\$ 129	\$ 150
Agent III	\$ 122	\$ 150
Added Classifications		
Senior R/W Program Manager	\$ 244	\$ 279
Utility Project Manager	\$ 201	\$ 236
Senior R/W Agent	\$ 136	\$ 170
Utility Coordinator	\$ 150	\$ 179
Agent II	\$ 100	\$ 122
Agent I	\$ 72	\$ 100
Project Coordinator	\$ 79	\$ 100
Project Support Specialist	\$ 64	\$ 86
Administrative Support	\$ 47	\$ 64

Attachment: Exhibit B 22-1002744 WSP Rate Sheet [Revision 1] (8809 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services

POSITION (Pacific Railway Enterprises)	FULLY BURDENED RATE RANGE	
	LOW	HIGH
Program Management - Project and Programs, Contract Management, Project Controls, Grants, TDA, 3rd Party Projects		
Risk Manager		
Systems Engineer/Communications (For all levels of systems & communications engineer)		
Public Outreach		
Intern	\$ 42.75	\$ 42.75
Engineering - Conceptual, Planning, PS&E, Construction Support, Security Systems, Systems & Communications, MOW, MOE		
Managing Engineer	\$ 191.37	\$ 191.37
Principal Engineer	\$ 234.13	\$ 234.13
Senior Engineer	\$ 130.30	\$ 205.62
Engineer	\$ 82.45	\$ 112.99
CADD/Design - Support for all Classifications		
Senior CADD Operator	\$ 71.26	\$ 82.45
CADD Operator	\$ 67.18	\$ 67.18
Architect		
Landscape Architect		
Senior Civil Designer		
Civil Designer		
Senior Structures Designer		
Structures Designer		
Designer		
Graphic Designer		
Quality Control/Quality Assurance - Support for all Classifications		
Quality Control/Assurance (Manager, Administrator)		

* Rates may be adjusted annually based on contract requirements

* Field overhead rates will be applied for field personnel

Added Classifications		

Attachment: Exhibit B 22-1002744 WSP Rate Sheet [Revision 1] (8809 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services

POSITION (RSE Corp)	FULLY BURDENED RATE RANGE	
	LOW	HIGH
Program Management - Project and Programs, Contract Management, Project Controls, Grants, TDA, 3rd Party Projects		
Project Director	\$ 284	\$ 346
Contract Manager/Program Manager	\$ 284	\$ 346
Principal Project Manager	\$ 272	\$ 331
Senior Project Manager	\$ 246	\$ 299
Project Manager	\$ 198	\$ 284
Senior Estimator	\$ 259	\$ 315
Estimator	\$ 259	\$ 315
Senior Scheduler	\$ 259	\$ 315
Scheduler	\$ 259	\$ 315
Project Controls Manager	\$ 235	\$ 286
Project Controls Specialist	\$ 100	\$ 122
Rail Road Management Specialist	\$ 272	\$ 331
Grants Manager		
Procurement Manager		
Technical Advisor	\$ 272	\$ 331
Agency Coordinator	\$ 246	\$ 299
Claims Expert		
Risk Manager		
Systems Engineer/Communications (For all levels of systems & communications engineer)	\$ 272	\$ 331
Public Outreach		
Intern	\$ 70	\$ 85
Planning - Capital Improvements, Studies, Operational Analyses, Land Use, Transit Development		
Principal Planner		
Senior Planner		
Planner		
Planning Analyst		
Planning Specialist		
Modeler		
GIS Technician	\$ 105	\$ 128
Engineering - Conceptual, Planning, PS&E, Construction Support, Security Systems, Systems & Communications, MOW, MOE		
Managing Engineer	\$ 284	\$ 346
Principal Engineer	\$ 272	\$ 331
Senior Engineer	\$ 214	\$ 260
Engineer	\$ 143	\$ 174
Engineering - Rolling Stock, Signals and Communications		
Managing Engineer	\$ 284	\$ 346
Principal Engineer	\$ 272	\$ 331
Senior Engineer	\$ 214	\$ 260
Engineer	\$ 143	\$ 174
Construction Management - Resident Engineer, Testing, Project Control, Inspections		
Construction Manager	\$ 260	\$ 316
Resident Engineer	\$ 260	\$ 316
Office Engineer	\$ 143	\$ 174
Inspector	\$ 216	\$ 263
Safety and Security	\$ 157	\$ 191
Field Supervisor	\$ 222	\$ 270

Attachment: Exhibit B 22-1002744 WSP Rate Sheet [Revision 1] (8809 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services

POSITION (RSE Corp)	FULLY BURDENED RATE RANGE	
	LOW	HIGH
Surveying - Design, R/W, Construction, Mapping, R/W Acquisition		
Office Surveyor	\$ 160	\$ 195
Party Chief	\$ 132	\$ 161
Rodman/Chainman	\$ 128	\$ 156
Instrument Person	\$ 128	\$ 156
Right-of-Way - Acquisition, Appraisals/Utilities		
Principal/Program Manager	\$ 284	\$ 346
Senior R/W Program Manager	\$ 246	\$ 250
Senior R/W Project Manager	\$ 225	\$ 250
R/W Project Manager		
Senior R/W Agent		
Appraiser		
R/W Analyst	\$ 204	\$ 248
Senior Utility Project Manager	\$ 234	\$ 285
Utility Project Manager	\$ 219	\$ 266
Utility Coordinator	\$ 157	\$ 191
CADD/Design - Support for all Classifications		
Senior CADD Operator		
CADD Operator		
Architect		
Landscape Architect		
Senior Civil Designer		
Civil Designer		
Senior Structures Designer		
Structures Designer		
Designer		
Graphic Designer	\$ 167	\$ 203
Administration - Support for all Classifications		
Senior Administrative Assistant	\$ 100	\$ 122
Administrative Assistant	\$ 79	\$ 96
Document Control Systems Manager	\$ 184	\$ 224
Document Control Specialist	\$ 100	\$ 122
Project Administrator	\$ 100	\$ 122
Contract Administrator	\$ 235	\$ 286
Quality Control/Quality Assurance - Support for all Classifications		
Quality Control/Assurance (Manager, Administrator)	\$ 272	\$ 331

- * Rates may be adjusted annually based on contract requirements
- * Field overhead rates will be applied for field personnel

Added Classifications		
Project Manager (Principal)	\$ 272	\$ 331
Engineer III	\$ 241	\$ 293
Engineer II	\$ 160	\$ 195
Engineer I	\$ 123	\$ 150
Survey Manager	\$ 234	\$ 285
Engineering Technician III	\$ 222	\$ 270

Attachment: Exhibit B 22-1002744 WSP Rate Sheet [Revision 1] (8809 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services

POSITION (RSE Corp)	FULLY BURDENED RATE RANGE	
	LOW	HIGH
Engineering Technician II	\$ 173	\$ 210
Engineering Technician I	\$ 123	\$ 150
Contract Admin III	\$ 234	\$ 285
Contract Admin II	\$ 187	\$ 228

Attachment: Exhibit B 22-1002744 WSP Rate Sheet [Revision 1] (8809 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services

POSITION (Twining, Inc.)	FULLY BURDENED RATE RANGE	
	LOW	HIGH
Geotechnical - Preliminary and Final Reports, Testing, Exploration, Construction		
Managing Engineer		
Principal Engineer (Twining, Inc. _ Paul Soltis)	\$ 252	\$ 252
Senior Engineer/Geologist (Twining, Inc. _ Liangcai He)	\$ 224	\$ 224
Engineer/Geologist (Twining, Inc. _ Adrian Moreno)	\$ 139	\$ 139
Lab Manager (Twining, Inc. _ Lee Bainer)	\$ 120	\$ 120
Field Technician (Twining, Inc. _ Bryan Dorsch - Grp II - Union Local 12)	\$ 149	\$ 297
Administration - Support for all Classifications		
Senior Administrative Assistant		
Administrative Assistant		
Document Control Systems Manager		
Document Control Specialist		
Project Administrator (Twining, Inc. _ Molly Vongpramai)	\$ 67	\$ 133
Contract Administrator		
Quality Control/Quality Assurance - Support for all Classifications		
Quality Assurance (Manager) (Twining, Inc. _ Sammy Daghighi)	\$ 253	\$ 253

* Rates may be adjusted annually based on contract requirements

* Field overhead rates will be applied for field personnel

Added Classifications		

Attachment: Exhibit B 22-1002744 WSP Rate Sheet [Revision 1] (8809 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services

POSITION (Virginkar & Associates, Inc.)	FULLY	
	LOW	HIGH
Engineering - Rolling Stock, Signals and Communications		
Managing Engineer		
Principal Engineer		
Senior Engineer	\$ 226	\$ 284
Engineer	\$ 101	\$ 146
Quality Control/Quality Assurance - Support for all Classifications		
Quality Control/Assurance (Manager, Administrator)		

* Rates may be adjusted annually based on contract requirements

* Field overhead rates will be applied for field personnel

Added Classifications		
Senior Consultant	\$ 180	\$ 246
Consultant	\$ 167	\$ 218

Attachment: Exhibit B 22-1002744 WSP Rate Sheet [Revision 1] (8809 : Award for On-Call Transit and Rail Services)

General Contract Information

Contract No: 23-1002904 Amendment No.: N/A
 Contract Class: Payable Department: Transit
 Vendor No.: 03013 Vendor Name: Mott MacDonald Group, Inc.
 Description: On-Call Transit and Rail Services
 List Any Related Contract Nos.: 22-1002744 (WSP) & 23-1002905 (RailPros)

Dollar Amount					
Original Contract	\$	6,666,666.67	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	6,666,666.67	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	6,666,666.67

Contract Authorization

Board of Directors Date: 11/10/2022 Committee _____ Item # _____

Contract Management (Internal Purposes Only)

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

Accounts Payable

Estimated Start Date: 12/7/2022 Expiration Date: 12/31/2027 Revised Expiration Date: _____
 NHS: N/A QMP/QAP: N/A Prevailing Wage: N/A

							Total Contract Funding:		Total Contingency:		
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$		\$	
GL: MULT	30	MULT	MULT	MULTI	MULTIPLE		MULTIPE SOURCES	6,666,666.67		-	
GL:								6,666,666.67		-	
GL:								-		-	
GL:								-		-	
GL:								-		-	
GL:								-		-	
GL:								-		-	
GL:								-		-	
GL:								-		-	
GL:								-		-	

Victor Lopz Victor Lopez
 Project Manager (Print Name) Task Manager (Print Name)

Additional Notes:

Attachment: 23-1002904 Mott MacDonald - CSS [Revision 1] (8809 : Award for On-Call Transit and Rail Services)

CONTRACT No. 23-1002904

BY AND BETWEEN

SAN BERNARDINO COUNTY

TRANSPORTATION AUTHORITY

AND

MOTT MACDONALD GROUP INC.

FOR

ON-CALL TRANSIT AND RAIL SERVICES

This contract (referred to as “Contract”), is made and entered into by and between the San Bernardino County Transportation Authority, (“SBCTA”), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and Mott MacDonald Group Inc. (“CONSULTANT”) whose address is: 500 South Main Street, Suite 530, Orange, CA 92868. SBCTA and CONSULTANT are each a “Party” and are collectively the “Parties”.

RECITALS:

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

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

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

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. 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 its satisfaction being based on prevailing applicable professional standards.

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

ARTICLE 2. CONTRACT TERM

- 2.1 The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA's Procurement Analyst and shall continue in effect through 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.
- 2.2 SBCTA at its sole discretion may extend the original term of the Contract for two one-year option(s). The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed December 31, 2029.

ARTICLE 3. COMPENSATION

- 3.1 Work within the Scope of Work shall be assigned to CONSULTANT on a Task Order basis, with compensation for each Task Order set by either an agreed-upon lump sum or an hourly cost or cost plus fixed fee, as set forth in 3.2 below. Such compensation shall be for all obligations incurred in 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 to be furnished by SBCTA). The total amount of compensation for all Task Orders issued and all Work performed under this Contract shall not exceed the amount set forth in 3.2 below. Award of this Contract does not guarantee the issuance of any Task Order hereunder. Each Task Order will be separately issued and negotiated.
- 3.2 The total Contract Not-To-Exceed Amount is Twenty-Million Dollars (\$20,000,000.00). CONSULTANT acknowledges that SBCTA intends to maintain contracts with more than one firm for the types of Work identified in Article 1 above. As the need for Work arises, SBCTA will issue a Task Order to the firm that SBCTA determines to be best qualified for that Work to be done, based upon the proposals previously submitted. Where SBCTA deems more than one firm to be equally qualified, SBCTA may, at its sole option and discretion, ask more than one contracted firm to submit supplementary information or proposals for a particular Task Order, and award a Task Order based upon those supplementary submittals. Award of Task Orders is at the sole discretion of SBCTA. SBCTA does not guarantee that it will issue any Task Orders for any Work during the term of this Contract. CONSULTANT acknowledges that it may not be awarded any Task Orders during the term of this Contract, that SBCTA will maintain a budget for all of the type of Work identified in Article 1, and that the amount available for potential award to CONSULTANT will be reduced by the amounts paid to other firms for Task Orders awarded to them.

- 3.3 The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amounts identified by Exhibit B. Any travel expenses must be pre-approved by SBCTA and shall be reimbursed for per diem expenses at a rate not to exceed the currently authorized rates for state employees under the State Department of Personnel Administration rules. SBCTA will not reimburse CONSULTANT for any expenses not shown in Exhibit B or agreed by SBCTA as required under this Contract.
- 3.4 For personnel subject to prevailing wage rates as described in the California Labor Code, all wage increases that are the direct result of changes in the prevailing wage rates are reimbursable.
- 3.5 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Contract shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.
- 3.5.1 CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 3.5.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31, or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be repaid by CONSULTANT to SBCTA.
- 3.6 Any Work provided by CONSULTANT not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be CONSULTANT's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.
- 3.7 All subcontracts in excess of \$25,000 shall contain the above provisions.

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, Federal Transit Administration, the California State Auditor, or other authorized representatives of SBCTA, access to CONSULTANT's records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONSULTANT further agrees to maintain separate records for costs of Work performed by amendment. CONSULTANT shall allow SBCTA and its representatives or agents to reproduce any materials as reasonably necessary.
- 7.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA and/or any state or federal agency funding these Services at any time. After CONSULTANT receives any audit recommendations, the cost proposal shall be adjusted by CONSULTANT and approved by SBCTA's Project Manager to conform to the audit recommendations. CONSULTANT agrees that individual items of cost identified in the audit report may be incorporated into the Contract at SBCTA's sole discretion. Refusal by CONSULTANT to incorporate the audit or post award recommendations will be considered a breach of the Contract and cause for termination of the Contract. Any dispute concerning the audit findings of this Contract shall be reviewed by SBCTA's Chief Financial Officer. CONSULTANT may request a review by submitting the request in writing to SBCTA within thirty (30) calendar days after issuance of the audit report.
- 7.3 Subcontracts in excess of \$25,000 shall contain the provisions in this Article.

ARTICLE 8. RESPONSIBILITY OF CONSULTANT

- 8.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and the assurance of compliance with all applicable federal, State, and local laws and

regulations, and other Work furnished by the CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for 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 Services 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, impact to railroad operations and safety, public safety, and environmental considerations. At any time during performance of the Work, should CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties, which could pose potential risk to SBCTA or the Services, 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 Services. 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 When a modification to a construction contract is required because of an error or deficiency in the design Work provided under this Contract, CONSULTANT shall be responsible for any and all additional costs associated with the construction contract or the construction of the Project.
- 8.4 SBCTA shall advise CONSULTANT of their responsibility and collect the amount due, including but not limited to, withholding of payments, if the recoverable cost will exceed the administrative cost involved or is otherwise in SBCTA's best interest. SBCTA shall include in the Contract Audit File a written statement of the reasons for the decision to recover or not recover the costs from CONSULTANT.
- 8.5 CONSULTANT shall document the results of the Work to the satisfaction of SBCTA and, if applicable, Federal Transit Administration (FTA), Federal Railroad Administration (FRA) and California Public Utilities Commission (CPUC). This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of SBCTA's objectives.
- 8.6 As applicable, the responsible consultant/engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, certify as-built drawings, and where appropriate, indicate his/her California registration or license number.
- 8.7 CONSULTANT shall produce construction documents, specifically plans and specifications, which specify compliance with FTA, FRA and Buy America requirements.

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 progress reports 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. 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 Scope of Work;

10.2.3 Constitutes a change as defined in the "CHANGES" Article of the Contract;

10.2.4 In any manner causes an increase or decrease in the Contract price as identified in Article 3, herein, or the time required for Contract performance;

10.2.5 Changes any of the expressed terms, conditions or specifications of the Contract; unless identified herein;

10.2.6 Interferes with the CONSULTANT's right to perform the terms and conditions of the Contract; or

- 10.2.7 Approves any demand or claim for additional payment.
- 10.3 Failure of CONSULTANT and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or failure to agree upon the Contract action to be taken, shall be subject to the provisions of the "DISPUTES" Article herein.
- 10.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.
- 10.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager, in the manner prescribed by this Article and within its authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in 10.2.1 through 10.2.7 above, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from the CONSULTANT, SBCTA shall:
- 10.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of the CONSULTANT's letter that the Technical Direction either is or is not Technical Direction, as defined in 10.1 above, and within the Scope of Work.
- 10.5.2 Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

ARTICLE 11. CHANGES

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

ARTICLE 12. CONFLICT OF INTEREST CODE

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 Services. 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 Code Policy No. 10102.

ARTICLE 13. KEY PERSONNEL

The personnel specified below are considered to be essential to the Work being performed under this Contract. Prior to diverting any of the specified individuals to other projects, or reallocating

any tasks or hours of Work that are the responsibility of key personnel to other personnel, CONSULTANT shall notify SBCTA in writing and shall submit justifications (including proposed substitutions, resumes and payroll information to support any changes to the labor rate) in sufficient detail to permit evaluation of the impact on these Services. 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
Salvador Munoz	Project Management
Eric Banghart	Strategic Planning
Clint Meyer	Environmental
Kaoru McCullough	Rolling Stock/Asset Management
Nick Laverick	Design
Raj Murthy	Construction Support Services
Andreas Hoffrichter	Emerging Technologies and Alternative Fuel

ARTICLE 14. REPRESENTATIONS

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

ARTICLE 15. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 15.1 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.
- 15.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of these Services by CONSULTANT without the express written consent of SBCTA.
- 15.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties without prior written consent of SBCTA, any information obtained by CONSULTANT from or through SBCTA unless (a) the information was known to CONSULTANT prior to obtaining same from SBCTA; or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of the fault of or an unauthorized disclosure by CONSULTANT or its

employees, agents, or subconsultants; or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONSULTANT shall not be publicly disclosed until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act or other law, or otherwise become public information through no fault of CONSULTANT, or its employees or agents.

- 15.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 15.5 All press releases or press inquiries relating to these Services or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by the Parties.
- 15.6 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 16. CONSTRUCTION CLAIMS.

INTENTIONALLY OMITTED

ARTICLE 17. TERMINATION

- 17.1 Termination for Convenience – SBCTA's Executive Director shall have the right at any time, with or without cause, to terminate further performance of Work by giving 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.
- 17.1.1 CONSULTANT shall deliver to SBCTA, all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.
- 17.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
- 17.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or

its suppliers' premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.

- 17.2 Termination for Cause - 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.
- 17.2.1 A waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, of the same or any other provision, nor be deemed to waive, amend, or modify this Contract.
- 17.2.2 CONSULTANT shall deliver to SBCTA all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA within ten (10) working days of said notice.
- 17.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONSULTANT be entitled to any payment for prospective profits on unperformed services or any damages because of such termination. All subcontracts in excess of \$25,000 shall contain the above provisions of this Article.

ARTICLE 18. STOP WORK ORDER

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 provisions of this Contract.

ARTICLE 19. CLAIMS

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

ARTICLE 20. INSURANCE

20.1 CONSULTANT, prior to commencing the WORK, at all times during the performance of the Work, and for such additional periods as required herein, CONSULTANT shall, at CONSULTANT's sole expense, procure and maintain insurance coverage with the following minimum requirements, and shall require all subconsultants of every tier performing any portion of the Work to procure and maintain such insurance as specified below:

20.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than \$3,000,000 per claim
- An annual aggregate limit of not less than \$9,000,000
- Coverage shall be appropriate for the CONSULTANT'S profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT'S professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.

If Coverage is on a claims made basis:

- Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.
- CONSULTANT shall secure and maintain "tail" coverage for a minimum of five (5) years after Contract completion.

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

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

Such policies shall contain a waiver of subrogation (ISO form WC 00 03 13, or equivalent) in favor of the parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable workers' compensation laws in effect during performance of the Work by CONSULTANT or any subconsultant of any tier. All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONSULTANT and all parties named as Indemnitees below. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

20.1.3 Commercial General Liability Insurance – A commercial general liability policy written on an occurrence form that shall provide coverage at least as broad as the coverage provided by ISO form CG 00 01. The Indemnified Parties shall be named, by specific endorsement, as additional insureds using ISO form CG 20 10 10 01 and ISO form CG 20 37 10 01, or their respective equivalent forms, to include completed operations coverage.

The commercial general liability policy shall:

- have a limit for any one occurrence or claim of not less than \$7,000,000 per occurrence and a \$7,000,000 annual general aggregate. All policies will cover completed operations aggregate, applicable solely to the activities contemplated in this contract;
- by endorsement or otherwise, provide a designated aggregate limit solely for the Services using ISO form CG 25 03 05 09 or equivalent form, unless a project-specific insurance policy is purchased.
- have no “CONSULTANT’s limitation” endorsements, as that term is defined, as of the date of this Agreement, in the Glossary of Insurance and Risk Management Terms published by the International Risk Management Institute, that have not been reviewed and approved by the Authority, including endorsements that limit coverage for earth movement or subsidence.
- have no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under an insured contract;
- have no exclusion for professional services except the latest ISO form CG 22 79 or CG 22 80 or both; and
- include products and completed operations liability coverage for a period of not less than 5 years following the Expiry Date.
- Completed operations coverage shall extend for as long as there is any exposure to liability under a statute of repose or any other applicable statute, either through continuous maintenance of completed operations coverage in the CONSULTANT’s corporate insurance program or by purchase of extended completed operations for a project-specific policy. If coverage is maintained by continuous renewal, each subsequent general liability insurance policy issued through the statute of repose period, commencing with Final Completion, shall be endorsed with ISO form CG 20 37 10 01, or the equivalent, with the Indemnified Parties scheduled as additional insureds.
- 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.

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

- If the CONSULTANT elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:
 - The umbrella or excess policy shall 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.

20.1.5 Commercial Auto. The policy must include the following:

- A total limit of liability of not less than **\$5,000,000** each accident. This total limits of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with section 20.1.4 (Umbrella/Excess CGL) of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
 - Combined Bodily Injury and Property Damage Liability insurance
The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

20.1.6 Pollution Liability The policy must include the following if it is determined by SBCTA's Risk Manager to be in SBCTA's best interests to require such policy:

- \$2,000,000 per claim or occurrence limits/\$4,000,000 in the aggregate
- If the services involve mold identification / remediation, the policy shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.
- If the services involve lead-based paint or asbestos identification/remediation, the policy shall not contain lead-based paint or asbestos exclusions.

20.1.7 Technology (Cyber) Liability Errors and Omissions Insurance - appropriate to the

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

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

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

20.1.8 Railroad Protective Liability The policy must include the following:

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

20.2 General Provisions

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

20.2.2 Additional Insured Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name San Bernardino County Transportation Authority and its officers, directors, members, employees and agents, as additional insureds ("Additional Insureds"). With respect to general liability arising out of, or connected with work or operations performed

by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability but shall allow coverage for SBCTA to the full extent provided by the policy.

- 20.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.
- 20.2.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-contractor to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. Without SBCTA's Risk Manager's expressed written approval no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The CONSULTANT's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any CONSULTANT's deductible or SIR.
- 20.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant with the exception of Professional Liability and Worker's Compensation shall be endorsed,

with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.

- 20.2.6 Non-Limitation of Insurance Requirements. The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the CONSULTANT's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the CONSULTANT shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the CONSULTANT is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the CONSULTANT arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Sub-CONSULTANT. The CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.
- 20.2.7 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA, in connection with all of the activities contemplated in this contract. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.
- 20.2.8 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days prior

written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at insurance@gosbcta.com to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.

- 20.2.9 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 20.2.10 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.
- 20.2.11 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.
- 20.2.12 Project Specific Insurance. All insurance coverage required to be provided by CONSULTANT, with the exception of automobile liability and worker's compensation, shall apply specifically and exclusively for the Services and extend to all aspects of the Work, with coverage limits dedicated solely to the Services. Use of other insurance programs is acceptable, provided that coverage under such programs provides dedicated Project-specific limits and identified premiums and meets all requirements described in contract.
- 20.2.13 No Representations or Warranties. SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONSULTANT against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.
- 20.2.14 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 notice date, procure the additional and/or modified insurance coverages. Upon such change any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Change Order.
- 20.2.15 Enforcement. SBCTA may take any steps as are necessary to assure

CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or terminate this Contract for cause. The insurance required or provided shall in no way limit or relieve the CONSULTANT of its duties and responsibilities under the Contract, including but not limited to, the obligations to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as is available to it under any other provision of the contract or law. Nothing contained herein shall relieve CONSULTANT, or any sub-CONSULTANT of any tier, of their obligations to exercise due care in the performance of their duties in connection with the Work and to complete the Work in strict compliance with the Contract Documents. For the duration of the Contract, until acceptance of the Services, CONSULTANT shall have full and complete charge and care of, and shall bear all risk of loss of and injury or damage to, the Work or any portion thereof (including SBCTA-furnished supplies, material, equipment or other items to be utilized with or incorporated in the Work by CONSULTANT while at the Services site) to the fullest extent of the law. CONSULTANT shall rebuild, repair, restore and make good losses of, and injuries or damages to, the Work or any portion thereof (including SBCTA-furnished supplies, material, equipment or other items at the Services site to be utilized with or incorporated in the Work by CONSULTANT) before Final Completion of the Work.

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

ARTICLE 21. INDEMNITY

21.1 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) San Bernardino County Transportation Authority, and its officers, directors, members, employees, agents and volunteers (collectively the "Indemnitees") from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of the design professional.

21.2 For all other Work, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless the Indemnitees, from any and all claims, actions, losses, damages and/or liability ("Claims") arising out of or related to any act or omission of consultant or any of its officers, employees, agents, subconsultants or volunteers and for any costs or expenses incurred by SBCTA on account of any such Claims except where such indemnification is prohibited by law. This indemnification provision shall apply

regardless of the existence or degree of fault of indemnitees. CONSULTANT's indemnification obligation applies to SBCTA's "active" as well as "passive" negligence but does not apply to SBCTA's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

ARTICLE 22. 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 23. 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 24. SUBCONTRACTS

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

ARTICLE 25. INSPECTION OF OPERATIONS

SBCTA its designees, representatives and agents shall 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 26. INDEPENDENT CONTRACTOR

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

ARTICLE 27. ATTORNEY'S FEES

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

ARTICLE 28. GOVERNING LAW AND VENUE

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

ARTICLE 29. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 30. PRECEDENCE

- 30.1 The Contract consists of the Contract Articles, Exhibit A Scope of Work and Exhibit B Cost Proposal, SBCTA's Request For Proposal, and CONSULTANT's proposal, all of which are incorporated in this Contract by this reference.
- 30.2 The following order of precedence shall apply: first, the Contract Articles; second, Exhibits A and B; third, SBCTA's Request For Proposal; and last, CONSULTANT's Proposal. In the event of a conflict between the Contract Articles and the Scope of Work, the Contract

Articles will prevail.

- 30.3 In the event of an express conflict between the documents listed in this Article, or between any other documents, which are a part of the Contract, CONSULTANT shall notify SBCTA in writing within three (3) business days of its discovery of the conflict and shall comply with SBCTA's resolution of the conflict.

ARTICLE 31. COMMUNICATIONS AND NOTICES

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

To Mott MacDonald	To SBCTA
500 South Main Street, Suite 530	1170 W. 3rd Street, 2nd Floor
Orange, Ca 92868	San Bernardino, CA 92410-1715
Attn: Salvador Munoz	Attn: Victor Lopez
Email: Salvador.Munoz@mottmac.com	Email: vlopez@gosbcta.com
Phone: (909) 782-0460	Phone: (909) 884-8276
2nd Contact: Joe Toolson	Copy: Procurement
Email: joe.toolson@mottmac.com	Email: procurement@gosbcta.com

ARTICLE 32. DISPUTES

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

ARTICLE 33. GRATUITIES

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

ARTICLE 34. REVIEW AND ACCEPTANCE

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 35. CONFIDENTIALITY

Any SBCTA communications or materials to which CONSULTANT or its subconsultants or agents have access, or materials prepared by CONSULTANT under the terms of this Contract, shall be held in confidence by CONSULTANT, who shall exercise reasonable precautions to prevent the disclosure of confidential information to anyone except as expressly authorized by SBCTA. Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine, and shall be confidential. CONSULTANT shall not release any reports, information or promotional material or allow for the use of any photos related to this Contract for any purpose without prior written approval of SBCTA. CONSULTANT agrees to inform itself and make its employees, agents, and subconsultants aware of the requirements of SBCTA's privacy and confidentiality policies and to abide by the same. CONSULTANT further agrees to require all employees, agents, and subconsultants assigned to any SBCTA project or task to sign a SBCTA Confidentiality Agreement as directed by SBCTA personnel.

ARTICLE 36. EVALUATION OF CONSULTANT

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

ARTICLE 37. SAFETY

CONSULTANT shall strictly comply with all OSHA regulations, local, municipal, state, and federal safety and health laws, orders and regulations applicable to CONSULTANT's operations in the performance of Work under this Contract. CONSULTANT shall comply with safety instructions issued by SBCTA and their representatives. CONSULTANT personnel shall wear personnel protective equipment (PPE) at all times while on any project construction site. For work around an active railroad, CONSULTANT and all subconsultants shall comply with the operating railroads PPE requirements. At a minimum PPE, shall be hard hats, orange reflectorized safety vests and safety glasses.

ARTICLE 38. DRUG FREE WORKPLACE

CONSULTANT agrees to comply with the Drug Free Workplace Act of 1990 per Government

Code Section 8350 et seq.

ARTICLE 39. 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 40. DEBARMENT AND SUSPENSION CERTIFICATION

- 40.1 This Contract is a covered transaction for purposes of 2 CFR Part 180, as supplemented by 2 CFR Part 1200. As such, CONSULTANT verifies that neither the CONSULTANT, its principals, as defined at 2 CFR 180.995, nor affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940 and 180.935. CONSULTANT is required to comply with 2 CFR 180, Subpart C, and must include the requirement to comply with the requirements of 2 CFR 180, Subpart C in any lower tier covered transaction it enters into.
- 40.2 CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to SBCTA.

This certification is a material representation of fact relied upon by SBCTA. If it is later determined that CONSULTANT knowingly rendered an erroneous certification, in addition to remedies available to SBCTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. CONSULTANT agrees to comply with the requirements of 2 CFR 180, Subpart C throughout the term of this Contract and to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE 41. PREVAILING WAGE RATES

- 41.1 CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Sections 1770 et seq., and all Federal, State, and local laws and ordinances applicable to the Work.

- 41.2 Any subcontract entered into as a result of this Contract if for more than \$25,000 for public works construction, alteration, demolition, installation or repair, or more than \$15,000 for the maintenance of public works, shall contain all of the provisions of this Article.

ARTICLE 42. CONTINGENT FEE

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

ARTICLE 43. FORCE MAJEURE

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

ARTICLE 44. WARRANTY

CONSULTANT warrants that all Work performed shall be in accordance with the Contract, and all applicable professional standards. In the event of a breach of this provision, CONSULTANT shall take the necessary actions to correct the breach at CONSULTANT's sole expense. 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 45. CIVIL RIGHTS

- 45.1 Nondiscrimination. During the term of this Contract, CONSULTANT shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability medical condition, genetic information gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military or veteran status. CONSULTANT agrees to comply with the provisions of Title VI of the Civil Rights Act, as amended, 42 U.S.C. sec. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. sec. 6102, section 202 of the Americans With Disabilities Act of 1990, 42 U.S.C. sec. 12132 and Federal transit law at 49 U.S.C. sec. 5332, and other applicable Federal, State and local laws and regulations and policies relating to equal employment and contracting opportunities,

including laws and regulations hereafter enacted. In addition, CONSULTANT agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

45.2 Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying Contract.

45.2.1 Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. sec. 2000e et seq., and Federal transit laws at 49 U.S.C. sec. 5332, CONSULTANT agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of these Services. CONSULTANT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, CONSULTANT agrees to comply with any implementing requirement FTA may issue.

45.2.2 Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. sec. 623 and Federal transit law at 49 U.S.C. sec. 5332, CONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, CONSULTANT agrees to comply with any implementing requirements FTA may issue.

45.2.3 Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C, sec. 12112, CONSULTANT agrees that it will comply with the requirement of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, CONSULTANT agrees to comply with any implementing requirements FTA may issue.

45.3 CONSULTANT shall include the requirements of this Article in each of its subcontracts.

ARTICLE 46. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

ARTICLE 47. CONFLICT OF INTEREST

- 47.1 CONSULTANT shall disclose any financial, business, or other relationship with SBCTA that may have an impact upon the outcome of this Contract, or any ensuing SBCTA construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Contract, or any ensuing SBCTA construction project, which will follow.
- 47.2 CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Contract.
- 47.3 Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.
- 47.4 CONSULTANT hereby certifies that neither CONSULTANT nor any firm affiliated with CONSULTANT will bid on any construction contract or any contract to provide construction inspection for any construction project resulting from this Contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- 47.5 Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this Contract shall be eligible to bid on any construction contract, or any contract to provide construction inspection for any construction project resulting from this Contract.
- 47.6 Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing services on this Contract shall have provided services on the design of any project included within this Contract.

ARTICLE 48. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

ARTICLE 49. PROHIBITION ON EXPENDING SBCTA, STATE OR FEDERAL FUNDS FOR LOBBYING

- 49.1 CONSULTANT certifies, to the best of his or her knowledge and belief, that:
- 49.1.1 No state, federal or local agency appropriated funds have been paid, or will be paid, by or on behalf of CONSULTANT, to any person for influencing or attempting to influence an officer or employee of an agency, Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract, the making of any state or federal grant,

the making of any state or federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, or loan, or cooperative agreement.

- 49.1.2 If any funds other than federal appropriated funds have been paid, or will be paid to any person for making lobbying contacts to, influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 49.2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. sec. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 49.3 CONSULTANT shall require that the language of this Article be included in all lower-tier subcontracts exceeding \$100,000, and that all such subconsultants shall certify and disclose accordingly.

ARTICLE 50. INCORPORATION OF FTA TERMS

All contractual provisions required by Department of Transportation (DOT) as set forth in Federal Transit Administration (FTA) Circular 4220.1F, as amended, whether or not expressly set forth in this Contract, are hereby incorporated by reference into this Contract. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. CONSULTANT shall not perform any act, fail to perform any act, or refuse to comply with any SBCTA requests which would cause the designated recipient, subrecipient or SBCTA to be in violation of the FTA terms and conditions. If SBCTA determines that a Contract amendment expressly setting forth FTA-required terms is convenient or necessary for SBCTA's receipt or use of FTA funding for this Contract or these Services, CONSULTANT agrees to promptly execute such an amendment to this Contract. CONSULTANT's failure to execute such amendment within ten business days after SBCTA provides CONSULTANT with such amendment shall be a material breach of this Contract.

ARTICLE 51. FEDERAL CHANGES

CONSULTANT shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in any agreement wherein SBCTA is a direct recipient or subrecipient of FTA funds, as they may be amended or promulgated from time to time during the term of this Contract. CONSULTANT's failure to comply shall constitute a material breach of this contract.

ARTICLE 52. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

SBCTA and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by

the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to SBCTA, CONSULTANT, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from the underlying Contract. CONSULTANT agrees to include these requirements in all of its subcontracts.

ARTICLE 53. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- 53.1 CONSULTANT acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, apply to its actions pertaining to these Services. Accordingly, by signing this Contract CONSULTANT certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, CONSULTANT acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose penalties of the Program Fraud Civil Remedies Act of 1986 on CONSULTANT to the extent the Federal Government deems appropriate.
- 53.2 CONSULTANT also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under this Contract connected with a project that is financed in whole or part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307 et seq., the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5323(1) (1) et seq. on CONSULTANT, to the extent the Federal Government deems appropriate.
- 53.3 CONSULTANT shall include the requirements of this Article in all of its subcontracts.

ARTICLE 54. RECYCLED PRODUCTS

CONSULTANT shall comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. sec. 6962), including but not limited to U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 CFR part 247, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. CONSULTANT agrees to include this requirement in all of its subcontracts.

ARTICLE 55. ENERGY CONSERVATION REQUIREMENTS

CONSULTANT shall comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

ARTICLE 56. CLEAN AIR

CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant

to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended. CONSULTANT shall report each violation to SBCTA, who will in turn report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. CONSULTANT agrees to include this requirement in all of its subcontracts which exceed \$100,000.

ARTICLE 57. CLEAN WATER REQUIREMENTS

CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* CONSULTANT shall report each violation to SBCTA and understands and agrees that SBCTA will, in turn, report each violation as required to assure notification to FTA and appropriate EPA Regional Office. CONSULTANT agrees to include this requirement in all of its subcontracts which exceed \$100,000.

ARTICLE 58. FLY AMERICA REQUIREMENTS

CONSULTANT agrees to comply with 49 U.S.C. § 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. CONSULTANT shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. CONSULTANT agrees to include the requirements of this Article in all subcontracts that may involve international air transportation.

ARTICLE 59. SEISMIC SAFETY REQUIREMENTS

CONSULTANT agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify compliance to the extent required by the regulation. CONSULTANT also agrees to ensure that all work performed under this Contract including work performed by a subconsultant is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

ARTICLE 60. DISADVANTAGED BUSINESS ENTERPRISE

SBCTA, as the sub-recipient of federal funds, is required to comply with any requirements established by the main recipient (Omnitrans) to involve Disadvantaged Business Enterprises (DBEs) to the maximum extent feasible in all phases of its procurement practices.

For each Task Order, the CONSULTANT agrees to ensure that DBEs as defined in 49 CFR Part 26 have the opportunity to participate in the performance of Subcontracts financed in whole or in part with Federal funds provided under the Contract. In this regard, CONSULTANT shall take all reasonable steps in accordance with 49 CFR Part 26 so that DBEs have the opportunity to compete for and perform the Work. CONSULTANT shall not discriminate on the basis of race, color,

religion, sex, age or national origin, in the award and performance of DOT-assisted contracts.

CONSULTANT shall supply sufficient information in its payment applications and supporting documentation to enable SBCTA and the FTA to assess whether CONSULTANT is complying with its DBE goals.

ARTICLE 61. ENTIRE DOCUMENT

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

ARTICLE 62. CONTRACT

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

ARTICLE 63. EFFECTIVE DATE

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

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

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

**MOTT MACDONALD GROUP INC., a
Delaware Corporation**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Ernest A. Figueroa, JD, RLA
Senior Vice President

By: _____
Art Bishop
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

CONCURRENCE

By: _____
Shaneka Morris
Procurement Manager

Date: _____

DRAFT

Attachment: 23-1002904 On-Call Transit and Rail Mott MacDonald Contract (8809 : Award for On-Call Transit and Rail Services)

EXHIBIT “A”
“SCOPE OF WORK”

GENERAL

The services to be provided by the Consultant for this Request for Proposal (RFP) may include all work necessary to support the activities necessary to develop, study, plan, design, and implement a variety of projects, studies, and goals as they relate to transit, rail, and mobility for San Bernardino County Transportation Authority (SBCTA). The On-Call services bench of qualified professionals is intended to provide efficiency and streamline the procurement of services that in general include services designed to assist San Bernardino County Transportation Authority (SBCTA) to meet project schedules.

Consultant will provide a variety of services with respect to the development and expansion of transit and rail systems from inception through implementation of revenue service, including emerging technologies and alternative fuels. This includes, but is not limited to, strategic planning, environmental, design, construction services support, and revenue service implementation activities. Projects include rail and transit infrastructure, multi-modal transit centers, maintenance facilities, and ancillary support facilities. Further, services may include review of development/entitlement projects, minimum parking requirements, evaluations of community requests related to transit and rail services, development of strategic initiatives, studies, analyses, and other general services.

SBCTA will require Contract Task Orders (CTO) for individual activities with finite scopes of work which will be procured primarily, but not exclusively, on a competitive basis. CTOs will be issued as appropriate to the firms based on SBCTA’s needs, nature of work, staff availability, qualifications of the proposed staff, quality of team as a whole, and ability to deliver the respective scope of work on schedule and within budget. Based on area of expertise, CTOs may be issued directly to a specific firm to support necessary project task requirements.

SBCTA shall require Consultant(s): to submit all necessary documentation required in the RFP to support their respective qualifications that meet the needs of the On-Call Transit and Rail Services to be procured. The proposer shall demonstrate their ability to add the necessary firms and personnel who have the ability to perform the work pertaining to the required services. The qualifications at a minimum should include staff resumes and related project experience. Other supporting tasks may be required by SBCTA for each Contract Task Order as necessary to perform the required work.

**EXHIBIT “B”
APPROVED COST PROPOSAL”**

DRAFT

Attachment: 23-1002904 On-Call Transit and Rail Mott MacDonald Contract (8809 : Award for On-Call Transit and Rail Services)

Transit and Rail On-call Services		
POSITIONS	FULLY BURDENED RATE RANGE	
	LOW	HIGH
<i>Program Management - Project and Programs, Contract Management, Project Controls, Grants, TDA, 3rd Party Projects</i>		
Project Director	\$ 350	\$ 600
Contract Manager/Program Manager	\$ 250	\$ 475
Principal Project Manager	\$ 280	\$ 475
Senior Project Manager	\$ 250	\$ 400
Project Manager	\$ 200	\$ 350
Senior Estimator	\$ 225	\$ 369
Estimator	\$ 175	\$ 275
Senior Scheduler	\$ 225	\$ 369
Scheduler	\$ 175	\$ 275
Project Controls Manager	\$ 250	\$ 375
Project Controls Specialist	\$ 150	\$ 275
Rail Road Management Specialist	\$ 250	\$ 407
Grants Manager	\$ 183	\$ 340
Procurement Manager	\$ 225	\$ 300
Technical Advisor	\$ 275	\$ 582
Agency Coordinator	\$ 268	\$ 465
Claims Expert	\$ 350	\$ 775
Risk Manager	\$ 244	\$ 543
Public Outreach	\$ 183	\$ 267
Intern	\$ 60	\$ 101
<i>Planning - Capital Improvements, Studies, Operational Analyses, Land Use, Transit Development</i>		
Principal Planner	\$ 180	\$ 547
Senior Planner	\$ 143	\$ 363
Planner	\$ 106	\$ 253
Planning Analyst	\$ 104	\$ 172
Planning Specialist	\$ 100	\$ 394
Modeler	\$ 191	\$ 268
GIS Technician	\$ 104	\$ 260
<i>Transit Planning - Capital Improvements, Studies, Operational Analyses, FTA, Land Use, Transit Plans, Title VI</i>		
Principal Transit Planner	\$ 406	\$ 492
Senior Transit Planner	\$ 247	\$ 362
Transit Planner	\$ 232	\$ 333
Transit Analyst	\$ 261	\$ 420
Transit Specialist	\$ 247	\$ 362
Operational Modeler	\$ 131	\$ 261
Financial Analyst	\$ 492	\$ 608
<i>Environmental - NEPA, CEQA, Studies, Mitigation, Permitting</i>		
Principal Environmental Planner	\$ 442	\$ 485

Attachment: Exhibit B 23 - 1002904 Mott MacDonald Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services		
POSITIONS	FULLY BURDENED RATE RANGE	
	LOW	HIGH
Senior Environmental Planner	\$ 269	\$ 330
Environmental Planner	\$ 205	\$ 265
Environmental Analyst	\$ 168	\$ 215
Environmental Specialist	\$ 107	\$ 162
Senior Biologist	\$ 304	\$ 422
Biologist	\$ 131	\$ 221
Scientist	\$ 246	\$ 323
Cultural Resources Specialist Sr	\$ 208	\$ 258
Cultural Resources Specialist	\$ 150	\$ 225
<i>Engineering - Conceptual, Planning, PS&E, Construction Support, Security Systems, Systems & Communications, MOW, MOE</i>		
Managing Engineer	\$ 375	\$ 485
Principal Engineer	\$ 300	\$ 375
Senior Engineer	\$ 175	\$ 350
Engineer	\$ 160	\$ 225
<i>Engineering - Rolling Stock, Signals and Communications</i>		
Managing Engineer	\$ 375	\$ 495
Principal Engineer	\$ 300	\$ 385
Senior Engineer	\$ 185	\$ 350
Engineer	\$ 165	\$ 225
<i>Construction Management - Resident Engineer, Testing, Project Control, Inspections</i>		
Construction Manager	\$ 265	\$ 475
Resident Engineer	\$ 195	\$ 345
Office Engineer	\$ 183	\$ 265
Inspector	\$ 175	\$ 345
Safety and Security	\$ 175	\$ 285
Field Supervisor	\$ 155	\$ 309
<i>Surveying - Design, R/W, Construction, Mapping, R/W Acquisition</i>		
Office Surveyor	\$ 245	\$ 385
Party Chief - (Prevailing wage)	\$ 198	\$ 275
Rodman/Chainman - (Prevailing wage)	\$ 184	\$ 225
Instrument Person - (Prevailing wage)	\$ 186	\$ 225
<i>Right-of-Way - Acquisition, Appraisals/Utilities</i>		
Principal/Program Manager	\$ 279	\$ 345
Senior R/W Program Manager	\$ 244	\$ 285
Senior R/W Project Manager	\$ 229	\$ 244
R/W Project Manager	\$ 208	\$ 236
Senior R/W Agent	\$ 136	\$ 170
Appraiser *	\$ 250	\$ 350
R/W Analyst	\$ 129	\$ 150

Attachment: Exhibit B 23 - 1002904 Mott MacDonald Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services		
POSITIONS	FULLY BURDENED RATE RANGE	
	LOW	HIGH
Senior Utility Project Manager	\$ 229	\$ 300
Utility Project Manager	\$ 201	\$ 236
Utility Coordinator	\$ 150	\$ 195
Agent III	\$ 122	\$ 155
Agent II	\$ 100	\$ 135
Agent I	\$ 72	\$ 110
<i>Geotechnical - Preliminary and Final Reports, Testing, Exploration, Construction</i>		
Managing Engineer	\$ 276	\$ 385
Principal Engineer	\$ 260	\$ 337
Senior Engineer/Geologist	\$ 175	\$ 304
Engineer/Geologist	\$ 126	\$ 225
Field Technician	\$ 118	\$ 201
Lab Technician	\$ 104	\$ 145
<i>CADD/Design - Support for all Classifications</i>		
Senior CADD Operator	\$ 91	\$ 225
CADD Operator	\$ 70	\$ 132
Architect	\$ 98	\$ 397
Landscape Architect	\$ 112	\$ 300
Senior Civil Designer	\$ 165	\$ 353
Civil Designer	\$ 90	\$ 238
Senior Structures Designer	\$ 165	\$ 271
Structures Designer	\$ 163	\$ 238
Designer	\$ 51	\$ 226
Graphic Designer	\$ 70	\$ 255
<i>Administration - Support for all Classifications</i>		
Senior Administrative Assistant	\$ 90	\$ 190
Administrative Assistant	\$ 70	\$ 165
Document Control Systems Manager	\$ 85	\$ 240
Document Control Specialist	\$ 70	\$ 190
Project Administrator	\$ 79	\$ 220
Contract Administrator	\$ 80	\$ 275
<i>Quality Control/Quality Assurance - Support for all Classifications</i>		
Quality Control/Assurance (Manager, Administrator)	\$ 175	\$ 425

* Rates may be adjusted annually based on contract requirements

* Field overhead rates will be applied for field personnel

*Appraiser rates do not include expert testimony for court cases

Attachment: Exhibit B 23 - 1002904 Mott MacDonald Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

General Contract Information

Contract No: 23-1002905 Amendment No.: N/A
 Contract Class: Payable Department: Transit
 Vendor No.: 03162 Vendor Name: Railpros, Inc.
 Description: On-Call Transit and Rail Services
 List Any Related Contract Nos.: 23-1002904 (MM) & 22-1002744 (WSP)

Dollar Amount					
Original Contract	\$	6,666,666.66	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	6,666,666.66	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	6,666,666.66

Contract Authorization

Board of Directors Date: 11/10/2022 Committee _____ Item # _____

Contract Management (Internal Purposes Only)

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

Accounts Payable

Estimated Start Date: 12/7/2022 Expiration Date: 12/31/2027 Revised Expiration Date: _____

NHS: N/A QMP/QAP: N/A Prevailing Wage: N/A

							Total Contract Funding:		Total Contingency:		
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$		\$	
GL	MULT	30	MULT	MULT	MULTI		MULTIPLE SOURCES	6,666,666.66		-	
GL								6,666,666.66		-	
GL								-		-	
GL								-		-	
GL								-		-	
GL								-		-	
GL								-		-	
GL								-		-	
GL								-		-	
GL								-		-	

Victor Lopz Victor Lopez
 Project Manager (Print Name) Task Manager (Print Name)

Additional Notes:

Attachment: 23-1002905 RailPros - CSS [Revision 1] (8809 : Award for On-Call Transit and Rail Services)

CONTRACT No. 23-1002905

BY AND BETWEEN

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

AND

RAILPROS INC.

FOR

ON-CALL TRANSIT AND RAIL SERVICES

This contract (referred to as “Contract”), is made and entered into by and between the San Bernardino County Transportation Authority, (“SBCTA”), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and Railpros, Inc. (“CONSULTANT”) whose address is: 3850 Vine Street, Suite 110, Riverside, CA 92507. SBCTA and CONSULTANT are each a “Party” and are collectively the “Parties”.

RECITALS:

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

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

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

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. 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 its satisfaction being based on prevailing applicable professional standards.
- 1.2 SBCTA’s Project Manager for this Contract is Victor Lopez, or such other designee as shall

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

ARTICLE 2. CONTRACT TERM

- 2.1 The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA's Procurement Analyst and shall continue in effect through 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.
- 2.2 SBCTA at its sole discretion may extend the original term of the Contract for two one-year option(s). The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed December 31, 2029.

ARTICLE 3. COMPENSATION

- 3.1 Work within the Scope of Work shall be assigned to CONSULTANT on a Task Order basis, with compensation for each Task Order set by either an agreed-upon lump sum or an hourly cost or cost plus fixed fee, as set forth in 3.2 below. Such compensation shall be for all obligations incurred in 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 to be furnished by SBCTA). The total amount of compensation for all Task Orders issued and all Work performed under this Contract shall not exceed the amount set forth in 3.2 below. Award of this Contract does not guarantee the issuance of any Task Order hereunder. Each Task Order will be separately issued and negotiated.
- 3.2 The total Contract Not-To-Exceed Amount is Twenty-Million Dollars (\$20,000,000.00). CONSULTANT acknowledges that SBCTA intends to maintain contracts with more than one firm for the types of Work identified in Article 1 above. As the need for Work arises, SBCTA will issue a Task Order to the firm that SBCTA determines to be best qualified for that Work to be done, based upon the proposals previously submitted. Where SBCTA deems more than one firm to be equally qualified, SBCTA may, at its sole option and discretion, ask more than one contracted firm to submit supplementary information or proposals for a particular Task Order, and award a Task Order based upon those supplementary submittals. Award of Task Orders is at the sole discretion of SBCTA. SBCTA does not guarantee that it will issue any Task Orders for any Work during the term of this Contract. CONSULTANT acknowledges that it may not be awarded any Task Orders during the term of this Contract, that SBCTA will maintain a budget for all of the type of Work identified in Article 1, and that the amount available for potential award to CONSULTANT will be reduced by the amounts paid to other firms for Task Orders awarded to them.

- 3.3 The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amounts identified by Exhibit B. Any travel expenses must be pre-approved by SBCTA and shall be reimbursed for per diem expenses at a rate not to exceed the currently authorized rates for state employees under the State Department of Personnel Administration rules. SBCTA will not reimburse CONSULTANT for any expenses not shown in Exhibit B or agreed by SBCTA as required under this Contract.
- 3.4 For personnel subject to prevailing wage rates as described in the California Labor Code, all wage increases that are the direct result of changes in the prevailing wage rates are reimbursable.
- 3.5 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Contract shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.
- 3.5.1 CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 3.5.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31, or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be repaid by CONSULTANT to SBCTA.
- 3.6 Any Work provided by CONSULTANT not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be CONSULTANT's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.
- 3.7 All subcontracts in excess of \$25,000 shall contain the above provisions.

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, Federal Transit Administration, the California State Auditor, or other authorized representatives of SBCTA, access to CONSULTANT's records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONSULTANT further agrees to maintain separate records for costs of Work performed by amendment. CONSULTANT shall allow SBCTA and its representatives or agents to reproduce any materials as reasonably necessary.
- 7.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA and/or any state or federal agency funding these Services at any time. After CONSULTANT receives any audit recommendations, the cost proposal shall be adjusted by CONSULTANT and approved by SBCTA's Project Manager to conform to the audit recommendations. CONSULTANT agrees that individual items of cost identified in the audit report may be incorporated into the Contract at SBCTA's sole discretion. Refusal by CONSULTANT to incorporate the audit or post award recommendations will be considered a breach of the Contract and cause for termination of the Contract. Any dispute concerning the audit findings of this Contract shall be reviewed by SBCTA's Chief Financial Officer. CONSULTANT may request a review by submitting the request in writing to SBCTA within thirty (30) calendar days after issuance of the audit report.
- 7.3 Subcontracts in excess of \$25,000 shall contain the provisions in this Article.

ARTICLE 8. RESPONSIBILITY OF CONSULTANT

- 8.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and the assurance of compliance with all applicable federal, State, and local laws and regulations, and other Work furnished by the CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for 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 Services 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, impact to railroad operations and safety, public safety, and environmental considerations. At any time during performance of the Work, should CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties, which could pose potential risk to SBCTA or the Services, 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 Services. 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 When a modification to a construction contract is required because of an error or deficiency in the design Work provided under this Contract, CONSULTANT shall be responsible for any and all additional costs associated with the construction contract or the construction of the Project.
- 8.4 SBCTA shall advise CONSULTANT of their responsibility and collect the amount due, including but not limited to, withholding of payments, if the recoverable cost will exceed the administrative cost involved or is otherwise in SBCTA's best interest. SBCTA shall include in the Contract Audit File a written statement of the reasons for the decision to recover or not recover the costs from CONSULTANT.
- 8.5 CONSULTANT shall document the results of the Work to the satisfaction of SBCTA and, if applicable, Federal Transit Administration (FTA), Federal Railroad Administration (FRA) and California Public Utilities Commission (CPUC). This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of SBCTA's objectives.
- 8.6 As applicable, the responsible consultant/engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, certify as-built drawings, and where appropriate, indicate his/her California registration or license number.
- 8.7 CONSULTANT shall produce construction documents, specifically plans and specifications, which specify compliance with FTA, FRA and Buy America requirements.

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 progress reports 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. 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 Scope of Work;

10.2.3 Constitutes a change as defined in the "CHANGES" Article of the Contract;

10.2.4 In any manner causes an increase or decrease in the Contract price as identified in Article 3, herein, or the time required for Contract performance;

10.2.5 Changes any of the expressed terms, conditions or specifications of the Contract; unless identified herein;

10.2.6 Interferes with the CONSULTANT's right to perform the terms and conditions of the Contract; or

10.2.7 Approves any demand or claim for additional payment.

- 10.3 Failure of CONSULTANT and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or failure to agree upon the Contract action to be taken, shall be subject to the provisions of the "DISPUTES" Article herein.
- 10.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.
- 10.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager, in the manner prescribed by this Article and within its authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in 10.2.1 through 10.2.7 above, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from the CONSULTANT, SBCTA shall:
- 10.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of the CONSULTANT's letter that the Technical Direction either is or is not Technical Direction, as defined in 10.1 above, and within the Scope of Work.
- 10.5.2 Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

ARTICLE 11. CHANGES

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

ARTICLE 12. CONFLICT OF INTEREST CODE

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 Services. 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 Code Policy No. 10102.

ARTICLE 13. KEY PERSONNEL

The personnel specified below are considered to be essential to the Work being performed under this Contract. Prior to diverting any of the specified individuals to other projects, or reallocating any tasks or hours of Work that are the responsibility of key personnel to other personnel,

CONSULTANT shall notify SBCTA in writing and shall submit justifications (including proposed substitutions, resumes and payroll information to support any changes to the labor rate) in sufficient detail to permit evaluation of the impact on these Services. 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
Doug Sawyer	Principal-In-Charge
Basem Muallem, PE	Project Manager
Danielle Libring, PE TE	Program Management
Matt Bushman, PE (HNTB)	Strategic Planning
Nathan Ortega, PE	Engineering Design
Debra Leight	Environmental
Dan Thompson, EIT	Construction Management
Trischelle Baysden	Operations/Revenue Service

ARTICLE 14. REPRESENTATIONS

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

ARTICLE 15. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 15.1 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.
- 15.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of these Services by CONSULTANT without the express written consent of SBCTA.
- 15.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties without prior written consent of SBCTA, any information obtained by CONSULTANT from or through SBCTA unless (a) the information was known to CONSULTANT prior to obtaining same from SBCTA; or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of the fault of or an unauthorized disclosure by CONSULTANT or its

employees, agents, or subconsultants; or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONSULTANT shall not be publicly disclosed until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act or other law, or otherwise become public information through no fault of CONSULTANT, or its employees or agents.

- 15.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 15.5 All press releases or press inquiries relating to these Services or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by the Parties.
- 15.6 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 16. CONSTRUCTION CLAIMS.

INTENTIONALLY OMITTED

ARTICLE 17. TERMINATION

- 17.1 Termination for Convenience – SBCTA's Executive Director shall have the right at any time, with or without cause, to terminate further performance of Work by giving 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.

17.1.1 CONSULTANT shall deliver to SBCTA, all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.

17.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.

17.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or

its suppliers' premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.

- 17.2 Termination for Cause - 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.
- 17.2.1 A waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, of the same or any other provision, nor be deemed to waive, amend, or modify this Contract.
- 17.2.2 CONSULTANT shall deliver to SBCTA all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA within ten (10) working days of said notice.
- 17.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONSULTANT be entitled to any payment for prospective profits on unperformed services or any damages because of such termination. All subcontracts in excess of \$25,000 shall contain the above provisions of this Article.

ARTICLE 18. STOP WORK ORDER

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 provisions of this Contract.

ARTICLE 19. CLAIMS

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

ARTICLE 20. INSURANCE

- 20.1 CONSULTANT, prior to commencing the WORK, at all times during the performance of the Work, and for such additional periods as required herein, CONSULTANT shall, at CONSULTANT's sole expense, procure and maintain insurance coverage with the following minimum requirements, and shall require all subconsultants of every tier performing any portion of the Work to procure and maintain such insurance as specified below:

20.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than \$3,000,000 per claim
- An annual aggregate limit of not less than \$9,000,000
- Coverage shall be appropriate for the CONSULTANT's profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT's professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.

If Coverage is on a claims made basis:

- Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.
- CONSULTANT shall secure and maintain "tail" coverage for a minimum of five (5) years after Contract completion.

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

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

Such policies shall contain a waiver of subrogation (ISO form WC 00 03 13, or equivalent) in favor of the parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable workers' compensation laws in effect during performance of the Work by CONSULTANT or any subconsultant of any tier. All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONSULTANT and all parties named as Indemnitees below. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

20.1.3 Commercial General Liability Insurance. A commercial general liability policy written on an occurrence form that shall provide coverage at least as broad as the coverage provided by ISO form CG 00 01. The Indemnified Parties shall be named, by specific endorsement, as additional insureds using ISO form CG 20 10

10 01 and ISO form CG 20 37 10 01, or their respective equivalent forms, to include completed operations coverage.

- The commercial general liability policy shall:
 - have a limit for any one occurrence or claim of not less than \$7,000,000 per occurrence and a \$7,000,000 annual general aggregate. All policies will cover completed operations aggregate, applicable solely to the activities contemplated in this contract;
 - by endorsement or otherwise, provide a designated aggregate limit solely for the Services using ISO form CG 25 03 05 09 or equivalent form, unless a project-specific insurance policy is purchased.
 - have no “CONSULTANT’s limitation” endorsements, as that term is defined, as of the date of this Agreement, in the Glossary of Insurance and Risk Management Terms published by the International Risk Management Institute, that have not been reviewed and approved by the Authority, including endorsements that limit coverage for earth movement or subsidence.
 - have no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under an insured contract;
 - have no exclusion for professional services except the latest ISO form CG 22 79 or CG 22 80 or both; and
 - include products and completed operations liability coverage for a period of not less than 5 years following the Expiry Date.
- Completed operations coverage shall extend for as long as there is any exposure to liability under a statute of repose or any other applicable statute, either through continuous maintenance of completed operations coverage in the CONSULTANT’s corporate insurance program or by purchase of extended completed operations for a project-specific policy. If coverage is maintained by continuous renewal, each subsequent general liability insurance policy issued through the statute of repose period, commencing with Final Completion, shall be endorsed with ISO form CG 20 37 10 01, or the equivalent, with the Indemnified Parties scheduled as additional insureds.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.
- All sub-CONSULTANTS of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the CGL insurance coverage with limits not less than:
 - Each occurrence limit: \$1,000,000
 - General aggregate limit: \$2,000,000
 - Personal injury and advertising limit \$1,000,000

- Products-completed operations aggregate limit \$2,000,000
- All subconsultants' and sub-subconsultants' deductibles or self-insured retentions must be acceptable to SBCTA's Risk Manager.

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

- If the CONSULTANT elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:
 - The umbrella or excess policy shall 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.

20.1.5 Commercial Auto. The policy must include the following:

- A total limit of liability of not less than **\$5,000,000** each accident. This total limits of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with section 20.1.4 (Umbrella/Excess CGL) of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
- Combined Bodily Injury and Property Damage Liability insurance
- The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

20.1.6 Pollution Liability. The policy must include the following if it is determined by SBCTA's Risk Manager to be in SBCTA's best interests to require such policy:

- \$2,000,000 per claim or occurrence limits/\$4,000,000 in the aggregate
- If the services involve mold identification / remediation, the policy shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.
- If the services involve lead-based paint or asbestos identification/remediation, the

policy shall not contain lead-based paint or asbestos exclusions.

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

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

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

20.1.8 Railroad Protective Liability The policy must include the following:

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

20.2 General Provisions

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

20.2.2 Additional Insured Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name San

Bernardino County Transportation Authority and its officers, directors, members, employees and agents, as additional insureds (“Additional Insureds”). With respect to general liability arising out of, or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability but shall allow coverage for SBCTA to the full extent provided by the policy

- 20.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA’s Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA’s Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager’s name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.
- 20.2.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self- insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-contractor to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA’s Risk Manager. Without SBCTA's Risk Manager's expressed written approval no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The CONSULTANT ’ s policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any CONSULTANT ’ s deductible or SIR.

- 20.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant with the exception of Professional Liability and Worker's Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 20.2.6 Non-Limitation of Insurance Requirements. The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the CONSULTANT's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the CONSULTANT shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the CONSULTANT is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the CONSULTANT arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Sub-CONSULTANT. The CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.
- 20.2.7 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA, in connection with all of the activities contemplated in this contract. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.

- 20.2.8 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at insurance@gosbcta.com to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.
- 20.2.9 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 20.2.10 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.
- 20.2.11 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.
- 20.2.12 Project Specific Insurance. All insurance coverage required to be provided by CONSULTANT, with the exception of automobile liability and worker's compensation, shall apply specifically and exclusively for the Services and extend to all aspects of the Work, with coverage limits dedicated solely to the Services. Use of other insurance programs is acceptable, provided that coverage under such programs provides dedicated Project-specific limits and identified premiums and meets all requirements described in contract.
- 20.2.13 No Representations or Warranties. SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONSULTANT against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.
- 20.2.14 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 notice date, procure the

additional and/or modified insurance coverages. Upon such change any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Change Order.

- 20.2.15 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or terminate this Contract for cause. The insurance required or provided shall in no way limit or relieve the CONSULTANT of its duties and responsibilities under the Contract, including but not limited to, the obligations to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as is available to it under any other provision of the contract or law. Nothing contained herein shall relieve CONSULTANT, or any sub-CONSULTANT of any tier, of their obligations to exercise due care in the performance of their duties in connection with the Work and to complete the Work in strict compliance with the Contract Documents. For the duration of the Contract, until acceptance of the Services, CONSULTANT shall have full and complete charge and care of, and shall bear all risk of loss of and injury or damage to, the Work or any portion thereof (including SBCTA-furnished supplies, material, equipment or other items to be utilized with or incorporated in the Work by CONSULTANT while at the Services site) to the fullest extent of the law. CONSULTANT shall rebuild, repair, restore and make good losses of, and injuries or damages to, the Work or any portion thereof (including SBCTA-furnished supplies, material, equipment or other items at the Services site to be utilized with or incorporated in the Work by CONSULTANT) before Final Completion of the Work.
- 20.2.16 Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 21. INDEMNITY

- 21.1 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) San Bernardino County Transportation Authority, and its officers, directors, members, employees, agents and volunteers (collectively the "Indemnitees") from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of the design professional.

- 21.2 For all other Work, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless the Indemnitees, from any and all claims, actions, losses, damages and/or liability ("Claims") arising out of or related to any act or

omission of consultant or any of its officers, employees, agents, subconsultants or volunteers and for any costs or expenses incurred by SBCTA on account of any such Claims except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. CONSULTANT's indemnification obligation applies to SBCTA's "active" as well as "passive" negligence but does not apply to SBCTA's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

ARTICLE 22. 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 23. 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 24. SUBCONTRACTS

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

ARTICLE 25. INSPECTION OF OPERATIONS

SBCTA its designees, representatives and agents shall 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 26. INDEPENDENT CONTRACTOR

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

ARTICLE 27. ATTORNEY'S FEES

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

ARTICLE 28. GOVERNING LAW AND VENUE

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

ARTICLE 29. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 30. PRECEDENCE

30.1 The Contract consists of the Contract Articles, Exhibit A Scope of Work and Exhibit B Cost Proposal, SBCTA's Request For Proposal, and CONSULTANT's proposal, all of which are incorporated in this Contract by this reference.

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

ARTICLE 31. COMMUNICATIONS AND NOTICES

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

To Railpros Inc.	To SBCTA
3850 Vine Street, Suite 110	1170 W. 3rd Street, 2nd Floor
Riverside, Ca 92507	San Bernardino, CA 92410-1715
Attn: Basem Muallem, PE	Attn: Victor Lopez
Email: basem.muallem@railpros.com	Email: vlopez@gosbcta.com
Phone: (909) 214-5995	Phone: (909) 884-8276
2nd Contact: Doug Sawyer	Copy: Procurement
Email: doug.sawyer@railpros.com	Email: procurement@gosbcta.com

ARTICLE 32. DISPUTES

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

ARTICLE 33. GRATUITIES

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

ARTICLE 34. REVIEW AND ACCEPTANCE

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 35. CONFIDENTIALITY

Any SBCTA communications or materials to which CONSULTANT or its subconsultants or agents have access, or materials prepared by CONSULTANT under the terms of this Contract, shall be held in confidence by CONSULTANT, who shall exercise reasonable precautions to prevent the disclosure of confidential information to anyone except as expressly authorized by SBCTA. Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine, and shall be confidential. CONSULTANT shall not release any reports, information or promotional material or allow for the use of any photos related to this Contract for any purpose without prior written approval of SBCTA. CONSULTANT agrees to inform itself and make its employees, agents, and subconsultants aware of the requirements of SBCTA's privacy and confidentiality policies and to abide by the same. CONSULTANT further agrees to require all employees, agents, and subconsultants assigned to any SBCTA project or task to sign a SBCTA Confidentiality Agreement as directed by SBCTA personnel.

ARTICLE 36. EVALUATION OF CONSULTANT

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

ARTICLE 37. SAFETY

CONSULTANT shall strictly comply with all OSHA regulations, local, municipal, state, and federal safety and health laws, orders and regulations applicable to CONSULTANT's operations in the performance of Work under this Contract. CONSULTANT shall comply with safety instructions issued by SBCTA and their representatives. CONSULTANT personnel shall wear personnel protective equipment (PPE) at all times while on any project construction site. For work around an active railroad, CONSULTANT and all subconsultants shall comply with the operating railroads PPE requirements. At a minimum PPE, shall be hard hats, orange reflectorized safety vests and safety glasses.

ARTICLE 38. DRUG FREE WORKPLACE

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

ARTICLE 39. 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 40. DEBARMENT AND SUSPENSION CERTIFICATION

40.1 This Contract is a covered transaction for purposes of 2 CFR Part 180, as supplemented by 2 CFR Part 1200. As such, CONSULTANT verifies that neither the CONSULTANT, its principals, as defined at 2 CFR 180.995, nor affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940 and 180.935. CONSULTANT is required to comply with 2 CFR 180, Subpart C, and must include the requirement to comply with the requirements of 2 CFR 180, Subpart C in any lower tier covered transaction it enters into.

40.2 CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to SBCTA.

This certification is a material representation of fact relied upon by SBCTA. If it is later determined that CONSULTANT knowingly rendered an erroneous certification, in addition to remedies available to SBCTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. CONSULTANT agrees to comply with the requirements of 2 CFR 180, Subpart C throughout the term of this Contract and to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE 41. PREVAILING WAGE RATES

41.1 CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Sections 1770 et seq., and all Federal, State, and local laws and ordinances applicable to the Work.

41.2 Any subcontract entered into as a result of this Contract if for more than \$25,000 for public works construction, alteration, demolition, installation or repair, or more than \$15,000 for the maintenance of public works, shall contain all of the provisions of this Article.

ARTICLE 42. CONTINGENT FEE

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

ARTICLE 43. FORCE MAJEURE

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

ARTICLE 44. WARRANTY

CONSULTANT warrants that all Work performed shall be in accordance with the Contract, and all applicable professional standards. In the event of a breach of this provision, CONSULTANT shall take the necessary actions to correct the breach at CONSULTANT's sole expense. 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 45. CIVIL RIGHTS

45.1 Nondiscrimination. During the term of this Contract, CONSULTANT shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability medical condition, genetic information gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military or veteran status. CONSULTANT agrees to comply with the provisions of Title VI of the Civil Rights Act, as amended, 42 U.S.C. sec. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C sec. 6102, section 202 of the Americans With Disabilities Act of 1990, 42 U.S.C. sec. 12132 and Federal transit law at 49 U.S.C. sec. 5332, and other applicable Federal, State and local laws and regulations and policies relating to equal employment and contracting opportunities,

including laws and regulations hereafter enacted. In addition, CONSULTANT agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

45.2 Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying Contract.

45.2.1 Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. sec. 2000e et seq., and Federal transit laws at 49 U.S.C. sec. 5332, CONSULTANT agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of these Services. CONSULTANT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, CONSULTANT agrees to comply with any implementing requirement FTA may issue.

45.2.2 Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. sec. 623 and Federal transit law at 49 U.S.C. sec. 5332, CONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, CONSULTANT agrees to comply with any implementing requirements FTA may issue.

45.2.3 Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C, sec. 12112, CONSULTANT agrees that it will comply with the requirement of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, CONSULTANT agrees to comply with any implementing requirements FTA may issue.

45.3 CONSULTANT shall include the requirements of this Article in each of its subcontracts.

ARTICLE 46. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

ARTICLE 47. CONFLICT OF INTEREST

- 47.1 CONSULTANT shall disclose any financial, business, or other relationship with SBCTA that may have an impact upon the outcome of this Contract, or any ensuing SBCTA construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Contract, or any ensuing SBCTA construction project, which will follow.
- 47.2 CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Contract.
- 47.3 Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.
- 47.4 CONSULTANT hereby certifies that neither CONSULTANT nor any firm affiliated with CONSULTANT will bid on any construction contract or any contract to provide construction inspection for any construction project resulting from this Contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- 47.5 Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this Contract shall be eligible to bid on any construction contract, or any contract to provide construction inspection for any construction project resulting from this Contract.
- 47.6 Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing services on this Contract shall have provided services on the design of any project included within this Contract.

ARTICLE 48. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

ARTICLE 49. PROHIBITION ON EXPENDING SBCTA, STATE OR FEDERAL FUNDS FOR LOBBYING

- 49.1 CONSULTANT certifies, to the best of his or her knowledge and belief, that:
- 49.1.1 No state, federal or local agency appropriated funds have been paid, or will be paid, by or on behalf of CONSULTANT, to any person for influencing or attempting to influence an officer or employee of an agency, Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract, the making of any state or federal grant,

the making of any state or federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, or loan, or cooperative agreement.

- 49.1.2 If any funds other than federal appropriated funds have been paid, or will be paid to any person for making lobbying contacts to, influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 49.2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. sec. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 49.3 CONSULTANT shall require that the language of this Article be included in all lower-tier subcontracts exceeding \$100,000, and that all such subconsultants shall certify and disclose accordingly.

ARTICLE 50. INCORPORATION OF FTA TERMS

All contractual provisions required by Department of Transportation (DOT) as set forth in Federal Transit Administration (FTA) Circular 4220.1F, as amended, whether or not expressly set forth in this Contract, are hereby incorporated by reference into this Contract. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. CONSULTANT shall not perform any act, fail to perform any act, or refuse to comply with any SBCTA requests which would cause the designated recipient, subrecipient or SBCTA to be in violation of the FTA terms and conditions. If SBCTA determines that a Contract amendment expressly setting forth FTA-required terms is convenient or necessary for SBCTA's receipt or use of FTA funding for this Contract or these Services, CONSULTANT agrees to promptly execute such an amendment to this Contract. CONSULTANT's failure to execute such amendment within ten business days after SBCTA provides CONSULTANT with such amendment shall be a material breach of this Contract.

ARTICLE 51. FEDERAL CHANGES

CONSULTANT shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in any agreement wherein SBCTA is a direct recipient or subrecipient of FTA funds, as they may be amended or promulgated from time to time during the term of this Contract. CONSULTANT's failure to comply shall constitute a material breach of this contract.

ARTICLE 52. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

SBCTA and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by

the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to SBCTA, CONSULTANT, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from the underlying Contract. CONSULTANT agrees to include these requirements in all of its subcontracts.

ARTICLE 53. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- 53.1 CONSULTANT acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, apply to its actions pertaining to these Services. Accordingly, by signing this Contract CONSULTANT certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, CONSULTANT acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose penalties of the Program Fraud Civil Remedies Act of 1986 on CONSULTANT to the extent the Federal Government deems appropriate.
- 53.2 CONSULTANT also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under this Contract connected with a project that is financed in whole or part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307 et seq., the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5323(1) (1) et seq. on CONSULTANT, to the extent the Federal Government deems appropriate.
- 53.3 CONSULTANT shall include the requirements of this Article in all of its subcontracts.

ARTICLE 54. RECYCLED PRODUCTS

CONSULTANT shall comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. sec. 6962), including but not limited to U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 CFR part 247, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. CONSULTANT agrees to include this requirement in all of its subcontracts.

ARTICLE 55. ENERGY CONSERVATION REQUIREMENTS

CONSULTANT shall comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

ARTICLE 56. CLEAN AIR

CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant

to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended. CONSULTANT shall report each violation to SBCTA, who will in turn report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. CONSULTANT agrees to include this requirement in all of its subcontracts which exceed \$100,000.

ARTICLE 57. CLEAN WATER REQUIREMENTS

CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* CONSULTANT shall report each violation to SBCTA and understands and agrees that SBCTA will, in turn, report each violation as required to assure notification to FTA and appropriate EPA Regional Office. CONSULTANT agrees to include this requirement in all of its subcontracts which exceed \$100,000.

ARTICLE 58. FLY AMERICA REQUIREMENTS

CONSULTANT agrees to comply with 49 U.S.C. § 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. CONSULTANT shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. CONSULTANT agrees to include the requirements of this Article in all subcontracts that may involve international air transportation.

ARTICLE 59. SEISMIC SAFETY REQUIREMENTS

CONSULTANT agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify compliance to the extent required by the regulation. CONSULTANT also agrees to ensure that all work performed under this Contract including work performed by a subconsultant is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

ARTICLE 60. DISADVANTAGED BUSINESS ENTERPRISE

SBCTA, as the sub-recipient of federal funds, is required to comply with any requirements established by the main recipient (Omnitrans) to involve Disadvantaged Business Enterprises (DBEs) to the maximum extent feasible in all phases of its procurement practices.

For each Task Order, the CONSULTANT agrees to ensure that DBEs as defined in 49 CFR Part 26 have the opportunity to participate in the performance of Subcontracts financed in whole or in part with Federal funds provided under the Contract. In this regard, CONSULTANT shall take all reasonable steps in accordance with 49 CFR Part 26 so that DBEs have the opportunity to compete for and perform the Work. CONSULTANT shall not discriminate on the basis of race, color,

religion, sex, age or national origin, in the award and performance of DOT-assisted contracts.

CONSULTANT shall supply sufficient information in its payment applications and supporting documentation to enable SBCTA and the FTA to assess whether CONSULTANT is complying with its DBE goals.

ARTICLE 61. ENTIRE DOCUMENT

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

ARTICLE 62. CONTRACT

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

ARTICLE 63. EFFECTIVE DATE

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

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

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

RAILPROS INC., a California Corporation

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Jeff Vines,
Chief Financial Officer

By: _____
Art Bishop
President, Board of Directors

Date: _____

Date: _____

By: _____
Daniel Carter
Secretary

APPROVED AS TO FORM
By: _____
Julianna K. Tillquist
General Counsel

Date: _____

Date: _____

DRAFT

CONCURRENCE

By: _____
Shaneka Morris
Procurement Manager

Date: _____

Attachment: 23-1002905 On-Call Transit and Rail Railpros Contract (8809 : Award for On-Call Transit and Rail Services)

EXHIBIT “A”
“SCOPE OF WORK”

GENERAL

The services to be provided by the Consultant for this Request for Proposal (RFP) may include all work necessary to support the activities necessary to develop, study, plan, design, and implement a variety of projects, studies, and goals as they relate to transit, rail, and mobility for San Bernardino County Transportation Authority (SBCTA). The On-Call services bench of qualified professionals is intended to provide efficiency and streamline the procurement of services that in general include services designed to assist San Bernardino County Transportation Authority (SBCTA) to meet project schedules.

Consultant will provide a variety of services with respect to the development and expansion of transit and rail systems from inception through implementation of revenue service, including emerging technologies and alternative fuels. This includes, but is not limited to, strategic planning, environmental, design, construction services support, and revenue service implementation activities. Projects include rail and transit infrastructure, multi-modal transit centers, maintenance facilities, and ancillary support facilities. Further, services may include review of development/entitlement projects, minimum parking requirements, evaluations of community requests related to transit and rail services, development of strategic initiatives, studies, analyses, and other general services.

SBCTA will require Contract Task Orders (CTO) for individual activities with finite scopes of work which will be procured primarily, but not exclusively, on a competitive basis. CTOs will be issued as appropriate to the firms based on SBCTA’s needs, nature of work, staff availability, qualifications of the proposed staff, quality of team as a whole, and ability to deliver the respective scope of work on schedule and within budget. Based on area of expertise, CTOs may be issued directly to a specific firm to support necessary project task requirements.

SBCTA shall require Consultant(s): to submit all necessary documentation required in the RFP to support their respective qualifications that meet the needs of the On-Call Transit and Rail Services to be procured. The proposer shall demonstrate their ability to add the necessary firms and personnel who have the ability to perform the work pertaining to the required services. The qualifications at a minimum should include staff resumes and related project experience. Other supporting tasks may be required by SBCTA for each Contract Task Order as necessary to perform the required work.

**EXHIBIT “B”
APPROVED COST PROPOSAL”**

DRAFT

Attachment: 23-1002905 On-Call Transit and Rail Railpros Contract (8809 : Award for On-Call Transit and Rail Services)

PRIME CONSULTANT

RAILPROS, INC.

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

Transit and Rail On-call Services		
POSITION	FULLY BURDENED RATE RANGE	
	LOW	HIGH
<i>Program Management - Project and Programs, Contract Management, Project Controls, Grants, TDA, 3rd Party Projects</i>		
Project Director	\$ 460.00	\$ 580.00
Contract Manager/Program Manager	\$ 430.00	\$ 540.00
Principal Project Manager	\$ 320.00	\$ 410.00
Senior Project Manager	\$ 290.00	\$ 370.00
Project Manager	\$ 250.00	\$ 320.00
Senior Estimator	\$ 230.00	\$ 290.00
Estimator	\$ 160.00	\$ 210.00
Senior Scheduler	\$ 180.00	\$ 240.00
Scheduler	\$ 100.00	\$ 140.00
Project Controls Manager	\$ 180.00	\$ 240.00
Project Controls Specialist	\$ 100.00	\$ 140.00
Rail Road Management Specialist	\$ 320.00	\$ 410.00
Grants Manager	\$ 200.00	\$ 250.00
Procurement Manager	\$ 310.00	\$ 390.00
Technical Advisor	\$ 370.00	\$ 470.00
Agency Coordinator	\$ 320.00	\$ 410.00
Claims Expert	\$ 270.00	\$ 350.00
Risk Manager	\$ 320.00	\$ 410.00
Systems Engineer/Communications (For all levels of systems & communications engineer)	\$ 250.00	\$ 320.00
Public Outreach		
Intern	\$ 80.00	\$ 110.00
<i>Planning - Capital Improvements, Studies, Operational Analyses, Land Use, Transit Development</i>		
Principal Planner		
Senior Planner		
Planner		
Planning Analyst		
Planning Specialist		
Modeler		
GIS Technician		
<i>Transit Planning - Capital Improvements, Studies, Operational Analyses, FTA, Land Use, Transit Plans, Title VI</i>		
Principal Transit Planner	\$ 290.00	\$ 370.00
Senior Transit Planner	\$ 200.00	\$ 250.00
Transit Planner	\$ 200.00	\$ 250.00
Transit Analyst	\$ 290.00	\$ 370.00

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services		
POSITION	FULLY BURDENED RATE RANGE	
	LOW	HIGH
Transit Specialist	\$ 140.00	\$ 180.00
Operational Modeler	\$ 290.00	\$ 370.00
Financial Analyst	\$ 110.00	\$ 150.00
<i>Environmental - NEPA, CEQA, Studies, Mitigation, Permitting</i>		
Principal Environmental Planner		
Senior Environmental Planner		
Environmental Planner		
Environmental Analyst		
Environmental Specialist		
Senior Biologist		
Biologist		
Scientist		
<i>Engineering - Conceptual, Planning, PS&E, Construction Support, Security Systems, Systems & Communications, MOW, MOE</i>		
Managing Engineer	\$ 360.00	\$ 450.00
Principal Engineer	\$ 320.00	\$ 410.00
Senior Engineer	\$ 230.00	\$ 300.00
Engineer	\$ 200.00	\$ 260.00
<i>Engineering - Rolling Stock, Signals and Communications</i>		
Managing Engineer	\$ 280.00	\$ 360.00
Principal Engineer	\$ 250.00	\$ 320.00
Senior Engineer	\$ 170.00	\$ 230.00
Engineer	\$ 120.00	\$ 160.00
<i>Construction Management - Resident Engineer, Testing, Project Control, Inspections</i>		
Construction Manager	\$ 310.00	\$ 390.00
Resident Engineer	\$ 190.00	\$ 250.00
Office Engineer	\$ 130.00	\$ 170.00
Inspector	\$ 110.00	\$ 150.00
Safety and Security	\$ 280.00	\$ 360.00
Field Supervisor	\$ 100.00	\$ 130.00
<i>Surveying - Design, R/W, Construction, Mapping, R/W Acquisition</i>		
Office Surveyor		
Party Chief		
Rodman/Chainman		
Instrument Person		
<i>Right-of-Way - Acquisition, Appraisals/Utilities</i>		

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services		
POSITION	FULLY BURDENED RATE RANGE	
	LOW	HIGH
Principal/Program Manager		
Senior R/W Program Manager		
Senior R/W Project Manager		
R/W Project Manager		
Senior R/W Agent		
Appraiser		
R/W Analyst		
Senior Utility Project Manager		
Utility Project Manager		
Utility Coordinator		
Agent III		
Agent II		
Agent I		
Geotechnical - Preliminary and Final Reports, Testing, Exploration, Construction		
Managing Engineer		
Principal Engineer		
Senior Engineer/Geologist		
Engineer/Geologist		
Field Technician		
Lab Technician		
CADD/Design - Support for all Classifications		
Senior CADD Operator	\$ 180.00	\$ 240.00
CADD Operator	\$ 140.00	\$ 190.00
Architect		
Landscape Architect		
Senior Civil Designer	\$ 160.00	\$ 220.00
Civil Designer	\$ 90.00	\$ 120.00
Senior Structures Designer	\$ 160.00	\$ 210.00
Structures Designer	\$ 130.00	\$ 170.00
Designer	\$ 100.00	\$ 130.00
Graphic Designer	\$ 60.00	\$ 90.00
Administration - Support for all Classifications		
Senior Administrative Assistant	\$ 140.00	\$ 180.00
Administrative Assistant	\$ 90.00	\$ 120.00
Document Control Systems Manager	\$ 170.00	\$ 230.00
Document Control Specialist	\$ 100.00	\$ 140.00

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services		
POSITION	FULLY BURDENED RATE RANGE	
	LOW	HIGH
Project Administrator	\$ 100.00	\$ 140.00
Contract Administrator	\$ 100.00	\$ 140.00
Quality Control/Quality Assurance - Support for all Classifications		
Quality Control/Assurance (Manager, Administrator)	\$ 330.00	\$ 430.00
<p>* Rates may be adjusted annually based on contract requirements</p> <p>* Field overhead rates will be applied for field personnel of assignments 6 months or more.</p>		
Added Classifications		
Stakeholder Coordinator	\$ 250.00	\$ 320.00
PSR and Alternatives Analysis	\$ 320.00	\$ 410.00
Utilities Lead	\$ 250.00	\$ 320.00
Rail/Track Lead	\$ 320.00	\$ 410.00
Traffic/Crossings Lead	\$ 310.00	\$ 390.00
Traffic/Crossings Support	\$ 250.00	\$ 320.00
Quiet Zones Lead	\$ 220.00	\$ 280.00
Construction Phasing/Constructability/Drone Specialist	\$ 310.00	\$ 390.00
Value Engineering	\$ 300.00	\$ 380.00
Operations Specialist	\$ 290.00	\$ 370.00
Bus Operations Specialist	\$ 200.00	\$ 250.00
Zero Emissions - All modes Specialist	\$ 200.00	\$ 250.00
Rolling Stock Operations and Maintenance	\$ 290.00	\$ 370.00
Wi-Fi/Communications	\$ 280.00	\$ 360.00

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

SUBCONSULTANT

HNTB

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services		
POSITION	FULLY BURDENED RATE RANGE	
	LOW	HIGH
Program Management - Project and Programs, Contract Management, Project Controls, Grants, TDA, 3rd Party Projects		
Project Director		
Contract Manager/Program Manager		
Principal Project Manager		
Senior Project Manager		
Project Manager		
Senior Estimator		
Estimator		
Senior Scheduler		
Scheduler		
Project Controls Manager		
Project Controls Specialist		
Rail Road Management Specialist		
Grants Manager		
Procurement Manager		
Technical Advisor		
Agency Coordinator		
Claims Expert		
Risk Manager		
Systems Engineer/Communications (For all levels of systems & communications engineer)		
Public Outreach		
Intern		
Planning - Capital Improvements, Studies, Operational Analyses, Land Use, Transit Development		
Principal Planner		
Senior Planner	\$ 209.56	\$ 251.48
Planner	\$ 159.64	\$ 191.57
Planning Analyst		
Planning Specialist		
Modeler		
GIS Technician		
Transit Planning - Capital Improvements, Studies, Operational Analyses, FTA, Land Use, Transit Plans, etc.		
Principal Transit Planner		
Senior Transit Planner	\$ 314.45	\$ 377.34
Transit Planner		
Transit Analyst		

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services		
POSITION	FULLY BURDENED RATE RANGE	
	LOW	HIGH
Transit Specialist		
Operational Modeler		
Financial Analyst		
Environmental - NEPA, CEQA, Studies, Mitigation, Permitting		
Principal Environmental Planner		
Senior Environmental Planner		
Environmental Planner		
Environmental Analyst		
Environmental Specialist		
Senior Biologist		
Biologist		
Scientist		
Engineering - Conceptual, Planning, PS&E, Construction Support, Security Systems, Systems & Communications, MOW, MOE		
Managing Engineer		
Principal Engineer		
Senior Engineer	\$ 209.56	\$ 251.48
Engineer	\$ 159.64	\$ 191.57
Engineering - Rolling Stock, Signals and Communications		
Managing Engineer		
Principal Engineer		
Senior Engineer		
Engineer		
Construction Management - Resident Engineer, Testing, Project Control, Inspections		
Construction Manager		
Resident Engineer		
Office Engineer		
Inspector		
Safety and Security		
Field Supervisor		
Surveying - Design, R/W, Construction, Mapping, R/W Acquisition		
Office Surveyor		
Party Chief		
Rodman/Chainman		
Instrument Person		
Right-of-Way - Acquisition, Appraisals/Utilities		

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services		
POSITION	FULLY BURDENED RATE RANGE	
	LOW	HIGH
Principal/Program Manager		
Senior R/W Program Manager		
Senior R/W Project Manager		
R/W Project Manager		
Senior R/W Agent		
Appraiser		
R/W Analyst		
Senior Utility Project Manager		
Utility Project Manager		
Utility Coordinator		
Agent III		
Agent II		
Agent I		
<i>Geotechnical - Preliminary and Final Reports, Testing, Exploration, Construction</i>		
Managing Engineer		
Principal Engineer		
Senior Engineer/Geologist		
Engineer/Geologist		
Field Technician		
Lab Technician		
<i>CADD/Design - Support for all Classifications</i>		
Senior CADD Operator		
CADD Operator		
Architect		
Landscape Architect		
Senior Civil Designer		
Civil Designer		
Senior Structures Designer		
Structures Designer		
Designer		
Graphic Designer		
<i>Administration - Support for all Classifications</i>		
Senior Administrative Assistant		
Administrative Assistant		
Document Control Systems Manager		

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services		
POSITION	FULLY BURDENED RATE RANGE	
	LOW	HIGH
Document Control Specialist		
Project Administrator		
Contract Administrator		
Quality Control/Quality Assurance - Support for all Classifications		
Quality Control/Assurance (Manager, Administrator)		
<p>* Rates may be adjusted annually based on contract requirements</p> <p>* Field overhead rates will be applied for field personnel</p>		
Added Classifications		
Sr. Technical Advisor	\$ 545.62	\$ 654.75
Sr. Coordination Specialist	\$ 382.63	\$ 459.15
Sr. Transit and Technology SME	\$ 314.45	\$ 377.34
Transit and Technology SME	\$ 286.97	\$ 344.37
Strategic Planner and Technology SME	\$ 255.51	\$ 306.61
Technical Analyst	\$ 131.11	\$ 157.33
Key Personnel - Matt Bushman	\$ 319.91	\$ 383.89

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

SUBCONSULTANT

ANIL VERMA ASSOCIATES

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services		
POSITION	FULLY BURDENED RATE RANGE	
	LOW	HIGH
<i>Program Management - Project and Programs, Contract Management, Project Controls, Grants, TDA, 3rd Party Projects</i>		
Project Director	\$ 481.21	\$ 625.57
Contract Manager/Program Manager	\$ 441.59	\$ 574.07
Principal Project Manager	\$ 408.88	\$ 531.55
Senior Project Manager	\$ 408.88	\$ 531.55
Project Manager	\$ 261.69	\$ 340.19
Senior Estimator	\$ 294.49	\$ 382.84
Estimator		
Senior Scheduler	\$ 294.49	\$ 382.84
Scheduler		
Project Controls Manager		
Project Controls Specialist		
Rail Road Management Specialist		
Grants Manager		
Procurement Manager		
Technical Advisor		
Agency Coordinator		
Claims Expert		
Risk Manager		
Systems Engineer/Communications (For all levels of systems & communications engineer)	\$ 310.75	\$ 403.98
Public Outreach		
Intern		
<i>Planning - Capital Improvements, Studies, Operational Analyses, Land Use, Transit Development</i>		
Principal Planner	\$ 481.21	\$ 625.57
Senior Planner	\$ 408.88	\$ 531.55
Planner	\$ 261.69	\$ 340.19
Planning Analyst		
Planning Specialist		
Modeler	\$ 196.26	\$ 255.14
GIS Technician		
<i>Transit Planning - Capital Improvements, Studies, Operational Analyses, FTA, Land Use, Transit Plans, TDA, TDD</i>		
Principal Transit Planner	\$ 481.21	\$ 625.57
Senior Transit Planner	\$ 441.59	\$ 574.07
Transit Planner	\$ 261.69	\$ 340.19
Transit Analyst		

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

POSITION	FULLY BURDENED RATE RANGE	
	LOW	HIGH
Transit Specialist		
Operational Modeler	\$ 228.97	\$ 297.67
Financial Analyst		
Environmental - NEPA, CEQA, Studies, Mitigation, Permitting		
Principal Environmental Planner		
Senior Environmental Planner		
Environmental Planner		
Environmental Analyst		
Environmental Specialist		
Senior Biologist		
Biologist		
Scientist		
Engineering - Conceptual, Planning, PS&E, Construction Support, Security Systems, Systems & Communications, MOW, MOE		
Managing Engineer	\$ 490.66	\$ 637.86
Principal Engineer	\$ 441.59	\$ 574.07
Senior Engineer	\$ 376.17	\$ 489.02
Engineer	\$ 245.33	\$ 318.93
Engineering - Rolling Stock, Signals and Communications		
Managing Engineer	\$ 490.66	\$ 637.86
Principal Engineer	\$ 441.59	\$ 574.07
Senior Engineer	\$ 376.17	\$ 489.02
Engineer	\$ 245.33	\$ 318.93
Construction Management - Resident Engineer, Testing, Project Control, Inspections		
Construction Manager	\$ 376.54	\$ 489.51
Resident Engineer	\$ 346.42	\$ 450.35
Office Engineer	\$ 180.74	\$ 234.96
Inspector	\$ 201.68	\$ 262.18
Safety and Security		
Field Supervisor		
Surveying - Design, R/W, Construction, Mapping, R/W Acquisition		
Office Surveyor		
Party Chief		
Rodman/Chainman		
Instrument Person		
Right-of-Way - Acquisition, Appraisals/Utilities		

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

POSITION	FULLY BURDENED RATE RANGE	
	LOW	HIGH
Principal/Program Manager		
Senior R/W Program Manager		
Senior R/W Project Manager		
R/W Project Manager		
Senior R/W Agent		
Appraiser		
R/W Analyst		
Senior Utility Project Manager		
Utility Project Manager		
Utility Coordinator		
Agent III		
Agent II		
Agent I		
Geotechnical - Preliminary and Final Reports, Testing, Exploration, Construction		
Managing Engineer		
Principal Engineer		
Senior Engineer/Geologist		
Engineer/Geologist		
Field Technician		
Lab Technician		
CADD/Design - Support for all Classifications		
Senior CADD Operator	\$ 179.91	\$ 233.88
CADD Operator	\$ 130.84	\$ 170.10
Architect	\$ 196.26	\$ 255.14
Landscape Architect	\$ 163.55	\$ 212.62
Senior Civil Designer		
Civil Designer		
Senior Structures Designer	\$ 228.97	\$ 297.67
Structures Designer	\$ 179.91	\$ 233.88
Designer	\$ 179.91	\$ 233.88
Graphic Designer	\$ 196.26	\$ 255.14
Administration - Support for all Classifications		
Senior Administrative Assistant		
Administrative Assistant		
Document Control Systems Manager		
Document Control Specialist	\$ 135.56	\$ 176.22

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

POSITION	FULLY BURDENED RATE RANGE	
	LOW	HIGH
Project Administrator		
Contract Administrator	\$ 195.80	\$ 254.54
Quality Control/Quality Assurance - Support for all Classifications		
Quality Control/Assurance (Manager, Administrator)	\$ 408.88	\$ 531.55
* Rates may be adjusted annually based on contract requirements * Field overhead rates will be applied for field personnel		
Added Classifications		
Senior ADA CASp Inspector	\$ 245.33	\$ 318.93
ADA CASp Inspector	\$ 212.62	\$ 276.41
Signal / Train Control Inspector	\$ 225.93	\$ 293.70
Senior MEP Inspector	\$ 256.05	\$ 332.86
MEP Inspector	\$ 210.86	\$ 274.12
Lead Architect	\$ 327.11	\$ 425.24
Senior Architect	\$ 245.33	\$ 318.93
Senior MEP Engineer	\$ 278.04	\$ 361.45
MEP Engineer	\$ 196.26	\$ 255.14
CAD Manager	\$ 212.62	\$ 276.41
Sr. Landscape Architect	\$ 245.33	\$ 318.93

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

SUBCONSULTANT

C-BELOW

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services		
POSITION	FULLY BURDENED RATE RANGE	
	LOW	HIGH
Program Management - Project and Programs, Contract Management, Project Controls, Grants, TDA, 3rd Party Projects		
Project Director		
Contract Manager/Program Manager		
Principal Project Manager		
Senior Project Manager		
Project Manager	\$ 127.71	\$ 153.26
Senior Estimator		
Estimator		
Senior Scheduler		
Scheduler		
Project Controls Manager		
Project Controls Specialist		
Rail Road Management Specialist		
Grants Manager		
Procurement Manager		
Technical Advisor		
Agency Coordinator		
Claims Expert		
Risk Manager		
Systems Engineer/Communications (For all levels of systems & communications engineer)		
Public Outreach		
Intern		
Planning - Capital Improvements, Studies, Operational Analyses, Land Use, Transit Development		
Principal Planner		
Senior Planner		
Planner		
Planning Analyst		
Planning Specialist		
Modeler		
GIS Technician		
Transit Planning - Capital Improvements, Studies, Operational Analyses, FTA, Land Use, Transit Plans, etc.		
Principal Transit Planner		
Senior Transit Planner		
Transit Planner		
Transit Analyst		

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services		
POSITION	FULLY BURDENED RATE	
	RANGE	
Transit Specialist		
Operational Modeler		
Financial Analyst		
<i>Environmental - NEPA, CEQA, Studies, Mitigation, Permitting</i>		
Principal Environmental Planner		
Senior Environmental Planner		
Environmental Planner		
Environmental Analyst		
Environmental Specialist		
Senior Biologist		
Biologist		
Scientist		
<i>Engineering - Conceptual, Planning, PS&E, Construction Support, Security Systems, Systems & Communications, MOW, MOE</i>		
Managing Engineer		
Principal Engineer		
Senior Engineer		
Engineer		
<i>Engineering - Rolling Stock, Signals and Communications</i>		
Managing Engineer		
Principal Engineer		
Senior Engineer		
Engineer		
<i>Construction Management - Resident Engineer, Testing, Project Control, Inspections</i>		
Construction Manager		
Resident Engineer		
Office Engineer		
Inspector		
Safety and Security		
Field Supervisor		
<i>Surveying - Design, R/W, Construction, Mapping, R/W Acquisition</i>		
Office Surveyor		
Party Chief		
Rodman/Chainman		
Instrument Person		
<i>Right-of-Way - Acquisition, Appraisals/Utilities</i>		

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services		
POSITION	FULLY BURDENED RATE	
	RANGE	
Principal/Program Manager		
Senior R/W Program Manager		
Senior R/W Project Manager		
R/W Project Manager		
Senior R/W Agent		
Appraiser		
R/W Analyst		
Senior Utility Project Manager		
Utility Project Manager		
Utility Coordinator		
Agent III		
Agent II		
Agent I		
<i>Geotechnical - Preliminary and Final Reports, Testing, Exploration, Construction</i>		
Managing Engineer		
Principal Engineer		
Senior Engineer/Geologist		
Engineer/Geologist		
Field Technician		
Lab Technician		
<i>CADD/Design - Support for all Classifications</i>		
Senior CADD Operator		
CADD Operator		
Architect		
Landscape Architect		
Senior Civil Designer		
Civil Designer		
Senior Structures Designer		
Structures Designer		
Designer		
Graphic Designer		
<i>Administration - Support for all Classifications</i>		
Senior Administrative Assistant		
Administrative Support	\$ 70.14	\$ 84.17
Document Control Systems Manager		
Document Control Specialist		

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services		
POSITION	FULLY BURDENED RATE RANGE	
Project Administrator		
Contract Administrator		
Quality Control/Quality Assurance - Support for all Classifications		
Quality Control/Assurance (Manager, Administrator)		
<p>* Rates may be adjusted annually based on contract requirements</p> <p>* Field overhead rates will be applied for field personnel</p>		
Added Classifications		
Utility Locator Tech	\$ 200.11	\$ 240.13
Ground Penetrating Radar Tech	\$ 200.11	\$ 240.13
Survey Party Chief (Director)	\$ 200.11	\$ 240.13
Survey Party Chainman (Tech)	\$ 200.11	\$ 240.13
Potholing Rig Operator	\$ 200.11	\$ 240.13
Potholing Rig Assistant	\$ 200.11	\$ 240.13
Traffic Control Supervisor	\$ 200.11	\$ 240.13
Traffic Control Flagman	\$ 200.11	\$ 240.13
Ashpalt Hot Raker, Laborer, Spreader	\$ 200.11	\$ 240.13
Ashpalt Hot Patch Shoveler	\$ 200.11	\$ 240.13
CAD/Tech Drafter	\$ 85.39	\$ 102.46

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

SUBCONSULTANT

EARTH MECHANICS

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services		
POSITION	FULLY BURDENED RATE RANGE	
	LOW	HIGH
<i>Program Management - Project and Programs, Contract Management, Project Controls, Grants, TDA, 3rd Party Projects</i>		
Project Director		
Contract Manager/Program Manager		
Principal Project Manager		
Senior Project Manager		
Project Manager		
Senior Estimator		
Estimator		
Senior Scheduler		
Scheduler		
Project Controls Manager		
Project Controls Specialist		
Rail Road Management Specialist		
Grants Manager		
Procurement Manager		
Technical Advisor		
Agency Coordinator		
Claims Expert		
Risk Manager		
Systems Engineer/Communications (For all levels of systems & communications engineer)		
Public Outreach		
Intern		
<i>Planning - Capital Improvements, Studies, Operational Analyses, Land Use, Transit Development</i>		
Principal Planner		
Senior Planner		
Planner		
Planning Analyst		
Planning Specialist		
Modeler		
GIS Technician		
<i>Transit Planning - Capital Improvements, Studies, Operational Analyses, FTA, Land Use, Transit Plans, Title VI</i>		
Principal Transit Planner		
Senior Transit Planner		
Transit Planner		
Transit Analyst		
Transit Specialist		
Operational Modeler		

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services		
POSITION	FULLY BURDENED RATE RANGE	
Financial Analyst		
Environmental - NEPA, CEQA, Studies, Mitigation, Permitting		
Principal Environmental Planner		
Senior Environmental Planner		
Environmental Planner		
Environmental Analyst		
Environmental Specialist		
Senior Biologist		
Biologist		
Scientist		
Engineering - Conceptual, Planning, PS&E, Construction Support, Security Systems, Systems & Communications, MOW, MOE		
Managing Engineer		
Principal Engineer		
Senior Engineer		
Engineer		
Engineering - Rolling Stock, Signals and Communications		
Managing Engineer		
Principal Engineer		
Senior Engineer		
Engineer		
Construction Management - Resident Engineer, Testing, Project Control, Inspections		
Construction Manager		
Resident Engineer		
Office Engineer		
Inspector		
Safety and Security		
Field Supervisor		
Surveying - Design, R/W, Construction, Mapping, R/W Acquisition		
Office Surveyor		
Party Chief		
Rodman/Chainman		
Instrument Person		
Right-of-Way - Acquisition, Appraisals/Utilities		
Principal/Program Manager		
Senior R/W Program Manager		
Senior R/W Project Manager		
R/W Project Manager		

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services		
POSITION	FULLY BURDENED RATE RANGE	
	Senior R/W Agent	
Appraiser		
R/W Analyst		
Senior Utility Project Manager		
Utility Project Manager		
Utility Coordinator		
Agent III		
Agent II		
Agent I		
Geotechnical - Preliminary and Final Reports, Testing, Exploration, Construction		
Managing Engineer (Principal)	\$ 285.38	\$ 342.45
Principal Engineer	\$ 268.81	\$ 322.57
Senior Engineer/Geologist	\$ 213.57	\$ 256.29
Engineer/Geologist (Project Engineer)	\$ 166.01	\$ 199.21
Field Technician (Sr. Technician)	\$ 145.76	\$ 174.91
Lab Technician (Technician)	\$ 67.82	\$ 81.38
CADD/Design - Support for all Classifications		
Senior CADD Operator		
CADD Operator		
Architect		
Landscape Architect		
Senior Civil Designer		
Civil Designer		
Senior Structures Designer		
Structures Designer		
Designer		
Graphic Designer		
Administration - Support for all Classifications		
Senior Administrative Assistant		
Administrative Assistant		
Document Control Systems Manager		
Document Control Specialist		
Project Administrator		
Contract Administrator		
Quality Control/Quality Assurance - Support for all Classifications		
Quality Control/Assurance (Manager, Administrator)		

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services		
POSITION	FULLY BURDENED RATE RANGE	
* Rates may be adjusted annually based on contract requirements * Field overhead rates will be applied for field personnel		
Added Classifications (Geotechnical)		
Principals	\$ 285.38	\$ 342.45
Principal Engineers/Geologists	\$ 268.81	\$ 322.57
Senior Engineers/Geologists	\$ 213.57	\$ 256.29
Senior Project Engineers/Geologists	\$ 183.81	\$ 220.57
Project Engineers/Geologists	\$ 166.01	\$ 199.21
Senior Staff Engineers/Geologists	\$ 151.28	\$ 181.54
Staff Engineers/Geologists	\$ 126.12	\$ 151.34
Senior Technicians	\$ 145.76	\$ 174.91
Technicians	\$ 67.82	\$ 81.38
Senior Administrative Assistants	\$ 122.13	\$ 146.55

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

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Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services		
POSITION	FULLY BURDENED RATE RANGE	
	LOW	HIGH
<i>Program Management - Project and Programs, Contract Management, Project Controls, Grants, TDA, 3rd Party Projects</i>		
Project Director	\$ 390.16	\$ 468.20
Contract Manager/Program Manager	\$ 180.54	\$ 216.65
Principal Project Manager		
Senior Project Manager		
Project Manager		
Senior Estimator		
Estimator		
Senior Scheduler		
Scheduler		
Project Controls Manager		
Project Controls Specialist		
Rail Road Management Specialist		
Grants Manager		
Procurement Manager		
Technical Advisor		
Agency Coordinator		
Claims Expert		
Risk Manager		
Systems Engineer/Communications (For all levels of systems & communications engineer)		
Public Outreach		
Intern		
<i>Planning - Capital Improvements, Studies, Operational Analyses, Land Use, Transit Development</i>		
Principal Planner		
Senior Planner		
Planner		
Planning Analyst		
Planning Specialist		
Modeler		
GIS Technician		
<i>Transit Planning - Capital Improvements, Studies, Operational Analyses, FTA, Land Use, Transit Plans, Title VI</i>		
Principal Transit Planner		
Senior Transit Planner		
Transit Planner		
Transit Analyst		
Transit Specialist		
Operational Modeler		

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services		
POSITION	FULLY BURDENED RATE RANGE	
Financial Analyst		
Environmental - NEPA, CEQA, Studies, Mitigation, Permitting		
Principal Environmental Planner		
Senior Environmental Planner		
Environmental Planner		
Environmental Analyst		
Environmental Specialist		
Senior Biologist		
Biologist		
Scientist		
Engineering - Conceptual, Planning, PS&E, Construction Support, Security Systems, Systems & Communications, MOW, MOE		
Managing Engineer		
Principal Engineer		
Senior Engineer		
Engineer		
Engineering - Rolling Stock, Signals and Communications		
Managing Engineer		
Principal Engineer		
Senior Engineer		
Engineer		
Construction Management - Resident Engineer, Testing, Project Control, Inspections		
Construction Manager		
Resident Engineer		
Office Engineer		
Inspector		
Safety and Security		
Field Supervisor		
Surveying - Design, R/W, Construction, Mapping, R/W Acquisition		
Office Surveyor		
Party Chief		
Rodman/Chainman		
Instrument Person		
Right-of-Way - Acquisition, Appraisals/Utilities		
Principal/Program Manager		
Senior R/W Program Manager		
Senior R/W Project Manager		
R/W Project Manager		

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services		
POSITION	FULLY BURDENED RATE RANGE	
Senior R/W Agent		
Appraiser		
R/W Analyst		
Senior Utility Project Manager		
Utility Project Manager		
Utility Coordinator		
Agent III		
Agent II		
Agent I		
<i>Geotechnical - Preliminary and Final Reports, Testing, Exploration, Construction</i>		
Managing Engineer		
Principal Engineer		
Senior Engineer/Geologist		
Engineer/Geologist		
Field Technician		
Lab Technician		
<i>CADD/Design - Support for all Classifications</i>		
Senior CADD Operator		
CADD Operator		
Architect		
Landscape Architect		
Senior Civil Designer		
Civil Designer		
Senior Structures Designer		
Structures Designer		
Designer		
Graphic Designer		
<i>Administration - Support for all Classifications</i>		
Senior Administrative Assistant		
Administrative Assistant		
Document Control Systems Manager		
Document Control Specialist		
Project Administrator		
Contract Administrator		
<i>Quality Control/Quality Assurance - Support for all Classifications</i>		
Quality Control/Assurance (Manager, Administrator)		

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services		
POSITION	FULLY BURDENED RATE RANGE	
* Rates may be adjusted annually based on contract requirements * Field overhead rates will be applied for field personnel		
Added Classifications		
Traffic Principal in Charge	\$ 390.16	\$ 468.20
Transit Planning Lead	\$ 180.54	\$ 216.65
Forecasting Lead	\$ 221.85	\$ 266.21
Planner - Forecasting	\$ 126.98	\$ 152.37
Planner - Transit	\$ 140.03	\$ 168.03
Project Support	\$ 142.29	\$ 170.74
Accounting	\$ 145.34	\$ 174.41
Administrative Support	\$ 153.01	\$ 183.61

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

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Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services		
POSITION	FULLY BURDENED RANGE	
	LOW	HI
Program Management - Project and Programs, Contract Management, Project Controls, Grants, TDA, 3rd Party Projects		
Project Director		
Contract Manager/Program Manager		
Principal Project Manager		
Senior Project Manager		
Project Manager		
Senior Estimator		
Estimator		
Senior Scheduler		
Scheduler		
Project Controls Manager		
Project Controls Specialist		
Rail Road Management Specialist		
Grants Manager		
Procurement Manager		
Technical Advisor		
Agency Coordinator		
Claims Expert		
Risk Manager		
Systems Engineer/Communications (For all levels of systems & communications engineer)		
Public Outreach	\$ 163.80	\$ 163.80
Intern		
Planning - Capital Improvements, Studies, Operational Analyses, Land Use, Transit Development		
Principal Planner		
Senior Planner	\$ 221.93	\$ 221.93
Planner	\$ 93.07	\$ 93.07
Planning Analyst		
Planning Specialist	\$ 101.41	\$ 101.41
Modeler		
GIS Technician	\$ 142.89	\$ 142.89
Transit Planning - Capital Improvements, Studies, Operational Analyses, FTA, Land Use, Transit Plans, Title VI		
Principal Transit Planner		
Senior Transit Planner		
Transit Planner		
Transit Analyst		
Transit Specialist		

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services			
POSITION	FULLY BURDENED RANGE		E
	LOW	HI	
Operational Modeler			
Financial Analyst			
Environmental - NEPA, CEQA, Studies, Mitigation, Permitting			
Principal Environmental Planner	\$ 198.64	\$ 2	7
Senior Environmental Planner	\$ 183.27	\$ 2	3
Environmental Planner	\$ 111.68	\$ 1	2
Environmental Analyst	\$ 229.08	\$ 2	9
Environmental Specialist	\$ 252.72	\$ 3	7
Senior Biologist	\$ 198.20	\$ 2	3
Biologist	\$ 122.55	\$ 1	6
Scientist	\$ 223.60	\$ 2	2
Engineering - Conceptual, Planning, PS&E, Construction Support, Security Systems, Systems & Communications, MOW, MOE			
Managing Engineer			
Principal Engineer			
Senior Engineer			
Engineer			
Engineering - Rolling Stock, Signals and Communications			
Managing Engineer			
Principal Engineer			
Senior Engineer			
Engineer			
Construction Management - Resident Engineer, Testing, Project Control, Inspections			
Construction Manager			
Resident Engineer			
Office Engineer			
Inspector			
Safety and Security			
Field Supervisor			
Surveying - Design, R/W, Construction, Mapping, R/W Acquisition			
Office Surveyor			
Party Chief			
Rodman/Chainman			
Instrument Person			
Right-of-Way - Acquisition, Appraisals/Utilities			
Principal/Program Manager			
Senior R/W Program Manager			

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services		
POSITION	FULLY BURDENED RANGE	
	LOW	HIGH
Senior R/W Project Manager		
R/W Project Manager		
Senior R/W Agent		
Appraiser		
R/W Analyst		
Senior Utility Project Manager		
Utility Project Manager		
Utility Coordinator		
Agent III		
Agent II		
Agent I		
Geotechnical - Preliminary and Final Reports, Testing, Exploration, Construction		
Managing Engineer		
Principal Engineer		
Senior Engineer/Geologist		
Engineer/Geologist		
Field Technician		
Lab Technician		
CADD/Design - Support for all Classifications		
Senior CADD Operator		
CADD Operator		
Architect		
Landscape Architect		
Senior Civil Designer		
Civil Designer		
Senior Structures Designer		
Structures Designer		
Designer		
Graphic Designer		
Administration - Support for all Classifications		
Senior Administrative Assistant	\$ 161.09	\$ 1
Administrative Assistant	\$ 129.79	\$ 1
Document Control Systems Manager		
Document Control Specialist		
Project Administrator		
Contract Administrator		

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

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Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services		
POSITION	FULLY BURDENED RATE RANGE	
	LOW	HIGH
<i>Program Management - Project and Programs, Contract Management, Project Controls, Grants, TDA, 3rd Party Projects</i>		
Project Director		
Contract Manager/Program Manager		
Principal Project Manager		
Senior Project Manager		
Project Manager		
Senior Estimator		
Estimator		
Senior Scheduler		
Scheduler		
Project Controls Manager		
Project Controls Specialist		
Rail Road Management Specialist		
Grants Manager		
Procurement Manager		
Technical Advisor		
Agency Coordinator		
Claims Expert		
Risk Manager		
Systems Engineer/Communications (For all levels of systems & communications engineer)		
Public Outreach		
Intern		
<i>Planning - Capital Improvements, Studies, Operational Analyses, Land Use, Transit Development</i>		
Principal Planner		
Senior Planner		
Planner		
Planning Analyst		
Planning Specialist		
Modeler		
GIS Technician		
<i>Transit Planning - Capital Improvements, Studies, Operational Analyses, FTA, Land Use, Transit Plans, Title VI</i>		
Principal Transit Planner		
Senior Transit Planner		
Transit Planner		
Transit Analyst		
Transit Specialist		
Operational Modeler		

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services		
POSITION	FULLY BURDENED RATE	
	RANGE	
Financial Analyst		
Environmental - NEPA, CEQA, Studies, Mitigation, Permitting		
Principal Environmental Planner		
Senior Environmental Planner		
Environmental Planner		
Environmental Analyst		
Environmental Specialist		
Senior Biologist		
Biologist		
Scientist		
Engineering - Conceptual, Planning, PS&E, Construction Support, Security Systems, Systems & Communications, MOW, MOE		
Managing Engineer		
Principal Engineer		
Senior Engineer		
Engineer		
Engineering - Rolling Stock, Signals and Communications		
Managing Engineer		
Principal Engineer		
Senior Engineer		
Engineer		
Construction Management - Resident Engineer, Testing, Project Control, Inspections		
Construction Manager		
Resident Engineer		
Office Engineer		
Inspector		
Safety and Security		
Field Supervisor		
Surveying - Design, R/W, Construction, Mapping, R/W Acquisition		
Office Surveyor		
Party Chief		
Rodman/Chainman		
Instrument Person		
Right-of-Way - Acquisition, Appraisals/Utilities		
Principal/Program Manager		
Senior R/W Program Manager		
Senior R/W Project Manager		
R/W Project Manager		

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services		
POSITION	FULLY BURDENED RATE RANGE	
Senior R/W Agent		
Appraiser		
R/W Analyst		
Senior Utility Project Manager		
Utility Project Manager		
Utility Coordinator		
Agent III		
Agent II		
Agent I		
<i>Geotechnical - Preliminary and Final Reports, Testing, Exploration, Construction</i>		
Managing Engineer		
Principal Engineer		
Senior Engineer/Geologist		
Engineer/Geologist		
Field Technician		
Lab Technician		
<i>CADD/Design - Support for all Classifications</i>		
Senior CADD Operator		
CADD Operator		
Architect		
Landscape Architect		
Senior Civil Designer		
Civil Designer		
Senior Structures Designer		
Structures Designer		
Designer		
Graphic Designer		
<i>Administration - Support for all Classifications</i>		
Senior Administrative Assistant		
Administrative Assistant		
Document Control Systems Manager		
Document Control Specialist		
Project Administrator		
Contract Administrator		
<i>Quality Control/Quality Assurance - Support for all Classifications</i>		
Quality Control/Assurance (Manager, Administrator)		

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services		
POSITION	FULLY BURDENED RATE RANGE	
* Rates may be adjusted annually based on contract requirements		
* Field overhead rates will be applied for field personnel		
Added Classifications		
Principal Environmental Engineer - Jim Cunneen, JD, PE	\$ 276.44	\$ 331.73
Associate Environmental Geologist - Rob Hansen, PG	\$ 215.02	\$ 258.03
Project Environmental Geologist - Zach Freeman, PG	\$ 106.16	\$ 127.39
Staff Environmental Geologist	\$ 77.20	\$ 92.65
CAD Operator	\$ 144.35	\$ 173.21
Project Administrator	\$ 83.04	\$ 99.65
Project Accountant	\$ 93.45	\$ 112.14

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

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PACIFIC RAILWAY ENTERPRISES

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services		
POSITION	FULLY BURDENED RATE RANGE	
	LOW	HIGH
<i>Program Management - Project and Programs, Contract Management, Project Controls, Grants, TDA, 3rd Party Projects</i>		
Project Director		
Contract Manager/Program Manager		
Principal Project Manager		
Senior Project Manager		
Project Manager		
Senior Estimator		
Estimator		
Senior Scheduler		
Scheduler		
Project Controls Manager		
Project Controls Specialist		
Rail Road Management Specialist		
Grants Manager		
Procurement Manager		
Technical Advisor		
Agency Coordinator		
Claims Expert		
Risk Manager		
Systems Engineer/Communications (For all levels of systems & communications engineer)		
Public Outreach		
Intern	\$ 42.75	\$ 51.30
<i>Planning - Capital Improvements, Studies, Operational Analyses, Land Use, Transit Development</i>		
Principal Planner		
Senior Planner		
Planner		
Planning Analyst		
Planning Specialist		
Modeler		
GIS Technician		
<i>Transit Planning - Capital Improvements, Studies, Operational Analyses, FTA, Land Use, Transit Plans, Title VI</i>		
Principal Transit Planner		
Senior Transit Planner		
Transit Planner		
Transit Analyst		
Transit Specialist		
Operational Modeler		

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services		
POSITION	FULLY BURDENED RATE RANGE	
	LOW	HIGH
Financial Analyst		
Environmental - NEPA, CEQA, Studies, Mitigation, Permitting		
Principal Environmental Planner		
Senior Environmental Planner		
Environmental Planner		
Environmental Analyst		
Environmental Specialist		
Senior Biologist		
Biologist		
Scientist		
Engineering - Conceptual, Planning, PS&E, Construction Support, Security Systems, Systems & Communications, MOW, MOE		
Managing Engineer	\$ 191.37	\$ 229.65
Principal Engineer	\$ 234.13	\$ 280.95
Senior Engineer	\$ 205.62	\$ 246.75
Engineer	\$ 112.99	\$ 135.59
Engineering - Rolling Stock, Signals and Communications		
Managing Engineer		
Principal Engineer		
Senior Engineer		
Engineer		
Construction Management - Resident Engineer, Testing, Project Control, Inspections		
Construction Manager		
Resident Engineer		
Office Engineer		
Inspector		
Safety and Security		
Field Supervisor		
Surveying - Design, R/W, Construction, Mapping, R/W Acquisition		
Office Surveyor		
Party Chief		
Rodman/Chainman		
Instrument Person		
Right-of-Way - Acquisition, Appraisals/Utilities		
Principal/Program Manager		
Senior R/W Program Manager		
Senior R/W Project Manager		

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services		
POSITION	FULLY BURDENED RATE RANGE	
	LOW	HIGH
R/W Project Manager		
Senior R/W Agent		
Appraiser		
R/W Analyst		
Senior Utility Project Manager		
Utility Project Manager		
Utility Coordinator		
Agent III		
Agent II		
Agent I		
Geotechnical - Preliminary and Final Reports, Testing, Exploration, Construction		
Managing Engineer		
Principal Engineer		
Senior Engineer/Geologist		
Engineer/Geologist		
Field Technician		
Lab Technician		
CADD/Design - Support for all Classifications		
Senior CADD Operator	\$ 82.45	\$ 98.94
CADD Operator	\$ 67.18	\$ 80.62
Architect		
Landscape Architect		
Senior Civil Designer		
Civil Designer		
Senior Structures Designer		
Structures Designer		
Designer		
Graphic Designer		
Administration - Support for all Classifications		
Senior Administrative Assistant		
Administrative Assistant		
Document Control Systems Manager		
Document Control Specialist		
Project Administrator		
Contract Administrator		
Quality Control/Quality Assurance - Support for all Classifications		
Quality Control/Assurance (Manager, Administrator)		

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

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Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services		
POSITION	FULLY BURDENED RATE RANGE	
	LOW	HIGH
<i>Program Management - Project and Programs, Contract Management, Project Controls, Grants, TDA, 3rd Party Projects</i>		
Project Director	\$ 283.39	\$ 340.06
Contract Manager/Program Manager	\$ 283.39	\$ 340.06
Principal Project Manager	\$ 271.06	\$ 325.28
Senior Project Manager	\$ 245.19	\$ 294.23
Project Manager	\$ 190.36	\$ 228.43
Senior Estimator	\$ 258.74	\$ 310.49
Estimator	\$ 258.74	\$ 310.49
Senior Scheduler	\$ 258.74	\$ 310.49
Scheduler	\$ 258.74	\$ 310.49
Project Controls Manager	\$ 234.10	\$ 280.92
Project Controls Specialist	\$ 98.57	\$ 118.28
Rail Road Management Specialist	\$ 271.06	\$ 325.28
Grants Manager		
Procurement Manager		
Technical Advisor	\$ 283.39	\$ 340.06
Agency Coordinator	\$ 245.19	\$ 294.23
Claims Expert		
Risk Manager		
Systems Engineer/Communications (For all levels of systems & communications engineer)	\$ 271.06	\$ 325.28
Public Outreach		
Intern		
<i>Planning - Capital Improvements, Studies, Operational Analyses, Land Use, Transit Development</i>		
Principal Planner		
Senior Planner		
Planner		
Planning Analyst		
Planning Specialist		
Modeler		
GIS Technician	\$ 103.50	\$ 124.20
<i>Transit Planning - Capital Improvements, Studies, Operational Analyses, FTA, Land Use, Transit Plans, Title VI</i>		
Principal Transit Planner		
Senior Transit Planner		
Transit Planner		
Transit Analyst		
Transit Specialist		
Operational Modeler		

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services		
POSITION	FULLY BURDENED RATE RANGE	
	LOW	HIGH
Financial Analyst		
Environmental - NEPA, CEQA, Studies, Mitigation, Permitting		
Principal Environmental Planner		
Senior Environmental Planner		
Environmental Planner		
Environmental Analyst		
Environmental Specialist		
Senior Biologist		
Biologist		
Scientist		
Engineering - Conceptual, Planning, PS&E, Construction Support, Security Systems, Systems & Communications, MOW, MOE		
Managing Engineer	\$ 283.39	\$ 340.06
Principal Engineer	\$ 271.06	\$ 325.28
Senior Engineer	\$ 213.25	\$ 255.90
Engineer	\$ 142.92	\$ 171.51
Engineering - Rolling Stock, Signals and Communications		
Managing Engineer	\$ 283.39	\$ 340.06
Principal Engineer	\$ 271.06	\$ 325.28
Senior Engineer	\$ 213.25	\$ 255.90
Engineer	\$ 142.92	\$ 171.51
Construction Management - Resident Engineer, Testing, Project Control, Inspections		
Construction Manager	\$ 258.74	\$ 310.49
Resident Engineer	\$ 258.74	\$ 310.49
Office Engineer	\$ 142.92	\$ 171.51
Inspector	\$ 215.62	\$ 258.74
Safety and Security	\$ 156.48	\$ 187.77
Field Supervisor	\$ 221.78	\$ 266.14
Surveying - Design, R/W, Construction, Mapping, R/W Acquisition		
Office Surveyor	\$ 160.17	\$ 192.21
Party Chief	\$ 131.84	\$ 158.20
Rodman/Chainman	\$ 128.14	\$ 153.77
Instrument Person	\$ 128.14	\$ 153.77
Right-of-Way - Acquisition, Appraisals/Utilities		
Principal/Program Manager	\$ 283.39	\$ 340.06
Senior R/W Program Manager	\$ 245.19	\$ 294.23
Senior R/W Project Manager	\$ 224.86	\$ 269.83

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services		
POSITION	FULLY BURDENED RATE RANGE	
	LOW	HIGH
R/W Project Manager		
Senior R/W Agent		
Appraiser		
R/W Analyst	\$ 203.30	\$ 243.96
Senior Utility Project Manager	\$ 233.48	\$ 280.18
Utility Project Manager	\$ 218.70	\$ 262.44
Utility Coordinator	\$ 156.48	\$ 187.77
Agent III		
Agent II		
Agent I		
Geotechnical - Preliminary and Final Reports, Testing, Exploration, Construction		
Managing Engineer		
Principal Engineer		
Senior Engineer/Geologist		
Engineer/Geologist		
Field Technician		
Lab Technician		
CADD/Design - Support for all Classifications		
Senior CADD Operator		
CADD Operator		
Architect		
Landscape Architect		
Senior Civil Designer		
Civil Designer		
Senior Structures Designer		
Structures Designer		
Designer		
Graphic Designer	\$ 166.33	\$ 199.60
Administration - Support for all Classifications		
Senior Administrative Assistant	\$ 99.80	\$ 119.76
Administrative Assistant	\$ 78.86	\$ 94.63
Document Control Systems Manager	\$ 183.83	\$ 220.60
Document Control Specialist	\$ 98.57	\$ 118.28
Project Administrator	\$ 98.57	\$ 118.28
Contract Administrator	\$ 234.10	\$ 280.92
Quality Control/Quality Assurance - Support for all Classifications		
Quality Control/Assurance (Manager, Administrator)	\$ 271.06	\$ 325.28

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services		
POSITION	FULLY BURDENED RATE RANGE	
	LOW	HIGH
* Rates may be adjusted annually based on contract requirements * Field overhead rates will be applied for field personnel		
Added Classifications		
Project Manager (Principal)	\$ 271.06	\$ 325.28
Engineer III	\$ 240.26	\$ 288.31
Engineer II	\$ 160.17	\$ 192.21
Engineer I	\$ 123.21	\$ 147.85
Survey Manager	\$ 234.10	\$ 280.92
Engineering Technician III	\$ 221.78	\$ 266.14
Engineering Technician II	\$ 172.50	\$ 206.99
Engineering Technician I	\$ 123.21	\$ 147.85
Contract Admin III	\$ 234.10	\$ 280.92
Contract Admin II	\$ 187.28	\$ 224.74

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (8809 : Award for On-Call Transit and Rail Services)

Additional Information

TRANSIT COMMITTEE ATTENDANCE RECORD – 2022

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
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	X		
Aquanetta Warren City of Fontana	X	X	X			X		X				
Larry McCallon City of Highland	X	X	X	X	X	X		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			X	X	X		
L. Dennis Michael City of Rancho Cucamonga		X		X		X		X	X	X		
Deborah Robertson City of Rialto	X	X										
John Valdivia City of San Bernardino	X		X		X	X		X		X		
David Avila City of Yucaipa	X	X	X	X	X	X		X	X	X		
Rick Denison Town of Yucca Valley	X	X	X	X	X	X		X	X	X		
Dawn Rowe Board of Supervisors	X	X	X	X	X	X		X	X			

Communication: Attendance (Additional Information)

X = Member attended meeting Empty box = Member did not attend meeting
 Crossed out box = Not a member at the time Shaded box=The Transit Committee did not meet

Acronym List

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist Board Members and partners as they participate in deliberations at Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. Staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CPUC	California Public Utilities Commission
CSAC	California State Association of Counties
CTA	California Transit Association
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DEMO	Federal Demonstration Funds
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report (California)
EIS	Environmental Impact Statement (Federal)
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds

Acronym List

MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PSE	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
S RTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 st Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments



MISSION STATEMENT

Our mission is to improve the quality of life and mobility in San Bernardino County. Safety is the cornerstone of all we do.

We achieve this by:

- Making all transportation modes as efficient, economical, and environmentally responsible as possible.
- Envisioning the future, embracing emerging technology, and innovating to ensure our transportation options are successful and sustainable.
- Promoting collaboration among all levels of government.
- Optimizing our impact in regional, state, and federal policy and funding decisions.
- Using all revenue sources in the most responsible and transparent way.

Approved December 4, 2019