

AGENDA
Board of Directors Meeting
December 7, 2022

*******Start Time: 10:00 a.m. (CLOSED SESSION)*******
1170 W. 3rd Street, San Bernardino, CA 92410, 2nd Fl. (The Super Chief)

******Convene Regular Meeting at 10:15 a.m.******

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

TELECONFERENCING WILL BE AVAILABLE AT THE FOLLOWING LOCATION:

Needles City Hall
817 Third Street
Needles, CA 92363

Board of Directors

President

Art Bishop, Mayor Pro Tem
Town of Apple Valley

Vice-President

Dawn Rowe, Supervisor
County of San Bernardino

Daniel Ramos, Mayor Pro Tem
City of Adelanto

Paul Courtney, Mayor
City of Barstow

Rick Herrick, Mayor
City of Big Bear Lake

Eunice Ulloa, Mayor
City of Chino

Ray Marquez, Mayor
City of Chino Hills

Frank Navarro, Mayor
City of Colton

Acquanetta Warren, Mayor
City of Fontana

Darcy McNaboe, Mayor
City of Grand Terrace

Rebekah Swanson, Council Member
City of Hesperia

Larry McCallon, Mayor
City of Highland

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

John Dutrey, Mayor
City of Montclair

Edward Paget, Vice Mayor
City of Needles

Alan Wapner, Mayor Pro Tem
City of Ontario

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Paul Barich, Mayor
City of Redlands

Deborah Robertson, Mayor
City of Rialto

John Valdivia, Mayor
City of San Bernardino

Joel Klink, Council Member
City of Twentynine Palms

Carlos A. Garcia, Council Member
City of Upland

Debra Jones, Mayor
City of Victorville

David Avila, Mayor
City of Yucaipa

Rick Denison, Mayor Pro Tem
Town of Yucca Valley

Paul Cook, Supervisor
County of San Bernardino

Janice Rutherford, Supervisor
County of San Bernardino

Curt Hagman, Supervisor
County of San Bernardino

Joe Baca, Jr., Supervisor
County of San Bernardino

Diane Morales, Caltrans
Interim Ex-Officio Member

Ray Wolfe, *Executive Director*

Julianna Tillquist, *General Counsel*

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

AGENDA

**Board of Directors
December 7, 2022**

*****10:00 a.m. (CLOSED SESSION)***
1170 W. 3rd St., 2nd Fl. (The Super Chief)
San Bernardino, CA**

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1) -- 3 cases

- a. SBCTA--*In re: Lumbermen's Mutual Casualty Company, In Liquidation*
Office of Special Deputy Receiver, Docket No. 12 CH 24227
Circuit Court of Cook County, Illinois
- b. SBCTA--*Daniel Hayler, Leticia Hayler v SBCTA*
U.S. District Court, Central District of California, Case No. 5:19-cv-02469-CJC-SP
- c. SBCTA--*Pulice Construction, Inc. v. SBCTA, et al.*
San Bernardino Superior Court Case No. CIVDS 2020473

***** Convene Regular Meeting at 10:15 a.m. *****

Location:

1170 W. 3rd Street, 1st Floor Lobby Board Room, San Bernardino

**TELECONFERENCING WILL BE AVAILABLE AT THE FOLLOWING LOCATION:
Needles City Hall, 817 Third Street, Needles, CA 92363**

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

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

CALL TO ORDER

(Meeting Chaired by Art Bishop)

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

Possible Conflict of Interest Issues

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

1. Information Relative to Possible Conflict of Interest

Pg. 14

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

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

CONSENT CALENDAR

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

Consent - Administrative Matters

2. October 2022 Procurement Report

Pg. 18

Receive the October 2022 Procurement Report.

Presenter: Beatriz Valdez

This item was received by the General Policy Committee on November 9, 2022.

3. Revise Policy No. 10105 - Records Management and Retention Policy

Pg. 31

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

A. Adopt Resolution No. 23-025 revising Policy No. 10105 – Records Management Policy, approving revised Policy Appendix A – Records Retention Schedules, and retracting Appendix B – Disposition of Records Form; and

Acting as the San Bernardino Associated Governments (SBCOG):

B. Approve applicability of Policy No. 10105 and Appendix A to SBCOG.

Presenter: Beatriz Valdez

This item was reviewed and unanimously recommended for approval by the General Policy Committee on November 9, 2022. After approval of this item by the General Policy Committee, a few categories have changed and they are highlighted in yellow in the attached revised schedules. SBCTA General Counsel has reviewed this item and the draft revised schedules.

4. 2023 Board of Directors and Policy Committee Meeting Schedule

Pg. 83

Approve the 2023 Board of Directors and Policy Committee meeting schedules.

Presenter: Marleana Roman

The individual policy committee schedules were reviewed by the respective policy committees during the month of November.

Consent - Project Delivery

5. US 395 Phase 2 Widening Project - Right-of-Way Appraisals and Offers

Pg. 98

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

A. Authorize staff to complete appraisals of properties identified in Table A and to make offers of Just Compensation to the property owners for the acquisition of property necessary for the US 395 Phase 2 Widening Project (Project); and

B. Authorize the Director of Project Delivery to add or remove parcels in Table A, as deemed necessary for the Project.

Presenter: Kristi Harris

This item was reviewed and recommended for approval (6-0-1; abstained Cook) with a quorum of the Board present by the Mountain/Desert Policy Committee on November 18, 2022.

Consent - Transit

6. San Bernardino County Multimodal Transportation Quarterly Update

Pg. 102

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

Presenter: Nancy Strickert

This item was reviewed and unanimously recommended for approval by the Transit Committee on November 10, 2022.

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

Pg. 130

That 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).

Presenter: Victor Lopez

This item was reviewed and unanimously recommended for approval by the Transit Committee on November 10, 2022. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft agreements.

Consent - Council of Governments

8. Funding Memorandum of Understanding with San Bernardino County for Development of Smart County Master Plan Pg. 302

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

A. Approve Memorandum of Understanding No. 23-1002896 between SBCTA and San Bernardino County for the development of a Smart County Master Plan in a receivable amount not-to-exceed \$1,000,000.

Acting as the San Bernardino Associated Governments, known as the San Bernardino Council of Governments (SBCOG):

B. Approve an amendment increasing the SBCOG Fiscal Year 2022/2023 budget by \$100,000 to cover expenses expected to be incurred in connection with the Smart County Master Plan during the remainder of the Fiscal Year and to be paid by funds received from San Bernardino County.

Acting as both SBCTA and SBCOG:

C. Approve an extension of the term of the Emerging Technology Ad Hoc Committee through December 31, 2023.

Presenter: Monique Reza-Arellano

This item was reviewed and unanimously approved by the General Policy Committee on November 9, 2022. SBCTA General Counsel and Risk Manager have reviewed this item and the draft Memorandum of Understanding.

Consent - Transportation Programming and Fund Administration

9. California Department of Transportation District 8 Emergency Operations Plan Pg. 312

Receive information on the California Department of Transportation District 8 Emergency Operations Plan.

Presenter: Andrea Zureick

This item was received by the Mountain/Desert Policy Committee on November 18, 2022.

10. Amendment No. 1 to the Phelan Road Widening, State Route 138 to Hesperia City Limits Project Funding Agreement with San Bernardino County Pg. 334

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

A. Allocate an additional \$2,501,498 in Victor Valley Subarea Measure I Major Local Highway Projects Program funds to the Phelan Road Widening, State Route (SR) 138 to Hesperia City Limits Project.

B. Approve Amendment No. 1 to Funding Agreement No. 20-1002368 with the County of San Bernardino, in the increased total amount of \$6,287,498 to fund the Phelan Road Widening, SR 138 to Hesperia City Limits Project through the design phase, and to extend the termination date through the anticipated completion date of June 30, 2029.

Presenter: Marc Lucius

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on November 18, 2022. SBCTA General Counsel and Risk Manager have reviewed this item and the draft amendment.

11. Amendment No. 1 to the Baker Boulevard Bridge over Mojave River Project Funding Agreement with San Bernardino County Pg. 342

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

A. Allocate an additional \$15,965,272 for the Baker Boulevard Bridge over Mojave River Project, bringing the total allocation to \$17,515,500 consisting of \$7,954,166 in North Desert Subarea Measure I Major Local Highway Projects Program funds and \$9,561,334 in Federal Surface Transportation Block Grant Program funds.

B. Approve Amendment No. 1 to Funding Agreement No. 15-1001157 to fund the Baker Boulevard Bridge over Mojave River Project and to extend the termination date through the anticipated project close out date of December 31, 2028.

Presenter: Marc Lucius

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on November 18, 2022. SBCTA General Counsel and Risk Manager have reviewed this item and the draft amendment.

Consent - Legislative/Public Outreach

12. State Legislative Update Pg. 351

Receive and file the November 2022 State Legislative Update.

Presenter: Otis Greer

This item was received by the Legislative Policy Committee on November 9, 2022.

13. Federal Legislative Update Pg. 380

Receive and file the November 2022 Federal Legislative Update.

Presenter: Otis Greer

This item was received by the Legislative Policy Committee on November 9, 2022.

Consent Calendar Items Pulled for Discussion

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

DISCUSSION ITEMS

Discussion - Administrative Matters

14. Board Member Appointments Pg. 381

A. Approve the re-appointment of Mayor Ray Marquez, City of Chino Hills, to the Gold Line Phase II Joint Powers Authority to serve as the alternate member for an additional two-year term expiring December 31, 2024.

B. Approve the re-appointment of Mayor Deborah Robertson, City of Rialto, to the One Water One Watershed Steering Committee of the Santa Ana Watershed Project Authority for an additional four-year term expiring December 31, 2026.

C. Approve the re-appointment of Mayor Ray Marquez, City of Chino Hills, to the SR 91 Advisory Committee as an Ex-Officio representative, for an additional two-year term expiring December 31, 2024.

Agenda Item 14 (cont.)

D. Approve the re-appointment of Mayor Larry McCallon, City of Highland, to the Mobile Source Air Pollution Reduction Review Committee to serve as the primary member for an additional two-year term expiring December 31, 2024. In addition, note the upcoming vacancy for an alternate member to serve on the Mobile Source Air Pollution Reduction Review Committee for a two-year term.

E. Note the Presidential appointment of Mayor Deborah Robertson, City of Rialto; and Mayor Pro Tem Art Bishop, Town of Apple Valley, to serve on the Inland Regional Energy Network (I-REN) Executive Committee, for a two-year term expiring December 31, 2024.

F. Note the Presidential re-appointment of Mayor Pro Tem Rick Denison, Town of Yucca Valley; and County Supervisor Dawn Rowe, to serve on the SBCTA Transit Committee for additional two-year terms expiring December 31, 2024. In addition, note the vacancies for three valley-members to serve on the SBCTA Transit Committee, for a two-year term, January 1, 2023 – December 31, 2024.

G. Note the Presidential re-appointments of Mayor Larry McCallon, City of Highland; Mayor Pro Tem Alan Wapner, City of Ontario; and Mayor Pro Tem Rick Denison, Town of Yucca Valley, to serve on the SBCTA Legislative Policy Committee for additional two-year terms expiring December 31, 2024. In addition, note the upcoming vacancy for one County Supervisor to serve on the Legislative Policy Committee, for a two-year term, January 1, 2023 – December 31, 2024.

H. Note the Presidential re-appointment of Mayor Pro Tem Alan Wapner, Mayor Pro Tem Art Bishop, Supervisor Joe Baca Jr., Supervisor Paul Cook, Mayor Larry McCallon, Mayor L. Dennis Michael, Mayor Frank Navarro, Mayor Deborah Robertson, and Mayor Acquanetta Warren to serve on the SBCTA I-10 and I-15 Corridor Joint Sub-Committee for additional two-year terms expiring on December 31, 2024.

I. Note the Presidential re-appointments of Mayor Pro Tem Alan Wapner, City of Ontario, to serve as the primary member; and Mayor John Dutrey, City of Montclair, to serve as the alternate member, on the Metro Gold Line Foothill Extension Construction Authority for additional two-year terms expiring on December 31, 2024.

J. Note the Presidential re-appointment of Mayor Pro Tem Alan Wapner, City of Ontario, to the California Association of Councils of Governments (CALCOG) for an additional two-year term expiring December 31, 2024.

K. Note the upcoming vacancy for one member to serve on the Southern California Association of Governments (SCAG) Energy and Environment Committee for a term expiring December 31, 2023.

L. Note the upcoming vacancy for two members to serve on the SCAG Community, Economic, and Human Development Committee for a term expiring December 31, 2023.

Presenter: Marleana Roman

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

Discussion - Project Delivery

15. US 395 Phase 2 Widening Project - Right-of-Way Services Request for Proposals No. 23-1002844 Pg. 386

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

Authorize release of Request for Proposals No. 23-1002844 for Right-of-Way Professional Services for the US 395 Phase 2 Widening Project in the City of Hesperia and the City of Victorville.

Presenter: Kristi Harris

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

Public Comment

Brief Comments from the General Public

Comments from Board Members

Brief Comments from Board Members

Executive Director's Comments

Brief Comments from the Executive Director

ADJOURNMENT

Additional Information

Attendance

Pg. 403

Acronym List

Pg. 405

Agency Reports

Mobile Source Air Pollution Reduction Review Committee Agency Report

Pg. 408

Committee Membership

Representatives on SCAG Committee

Pg. 411

Appointments to External Agencies

Pg. 412

Committee Membership

Pg. 414

Mission Statement

Mission Statement

Pg. 419

Meeting Procedures and Rules of Conduct

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

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

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

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

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

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

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

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

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

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

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

Attendance.

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

Basic Agenda Item Discussion.

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

The Vote as specified in the SANBAG Bylaws.

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

Amendment or Substitute Motion.

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

Call for the Question.

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

The Chair.

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

Courtesy and Decorum.

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

Adopted By SANBAG Board of Directors January 2008

Revised March 2014

Revised May 4, 2016



Important Dates to Remember...

December 2022

SBCTA Meetings – Cancelled: None

SBCTA Meetings – Scheduled:

General Policy Committee	Dec 14	9:00 am	SBCTA Lobby, 1st Floor
Legislative Policy Committee	Dec 14	9:30 am	SBCTA Lobby, 1st Floor
Transit Committee	Dec 15	9:00 am	SBCTA Lobby, 1st Floor
Metro Valley Study Session	Dec 15	9:30 am	SBCTA Lobby, 1st Floor
I-10/I-15 Corridor Joint Sub-Committee	Dec 15	10:00 am	SBCTA Lobby, 1st Floor
Mountain/Desert Committee	Dec 16	9:30 am	Mojave Desert AQMD

Other Meetings/Events:

None			
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SBCTA Offices will be CLOSED:

- **December 23, 2022 – January 2, 2023, for the Holidays**

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

Minute Action

AGENDA ITEM: 1

Date: December 7, 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. 5 – US 395 Phase 2 Widening Project – Right-of-Way Appraisals and Offers	
APN#	Principals & Agents
1010-522-17	Larry James Sarinana & Leticia Sarinana.
303-936-109	MPNR Properties, LCC
306-458-101	Poplar 35 LLC
306-454-108	Jue, Donald Living Trust 7/3/86
306-457-108	Victor Valley Community College
306-454-107	Jue Investment Partnership
306-440-103	Pipeline Petroleum Banning LLC
306-440-102	Main Hesperia LLC
306-440-101	Yucca Terrace Investors LLC
306-442-103	U. S. Cold Storage of California
306-442-101	U. S. Cold Storage of California
306-441-113	Bhatia Trust 11/9/05
306-441-114	Maloney Family Trust 5/16/17
306-441-115	Maloney Family Trust 5/16/17
313-637-102	395 Victorville LLC
313-635-101	Robidoux, Sylvia Living Trust
313-633-169	City of Victorville
313-633-170	City of Los Angeles
313-628-102	Slough Family Trust 10/19/12
313-628-101	Slough Family Trust 10/19/12
307-156-111	Paine, Charles F. Trust
307-156-274	Chua, Helen
307-156-280	Kim, Bryan
307-155-101	Sycamore Properties
307-155-102	Sycamore Properties
307-151-107	Kashanian, Mansour J.

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

Board of Directors Agenda Item

December 7, 2022

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Item No. 5 (Cont.)	
313-444-105	Dr. Prem Reddy Family Foundation
313-444-106	Dr. Prem Reddy Family Foundation
313-444-103	Prime A Investments LLC
313-434-101	Overland Opportunity Fund LLC
313-425-101	Overland Opportunity Fund LLC
313-413-101	Regwan Family Trust 7/7/20
309-644-107	Cothran Malibu LP
309-644-106	Cothran Malibu LP
309-644-105	Hafar Summer Q. (PL)
309-644-104	Hafar Summer Q. (PL)
309-644-103	Luna Village 2 LLC
309-643-107	395 Luna Property LLC
309-643-106	Maida Holding LLC
309-639-103	Tafa Investment Partnership
309-639-106	Sakahara Properties, LLC
309-638-107	Prime A Investments LLC
309-638-109	M L S Realtors Inc.
309-638-101	Vic Oxford Investments LLC
310-357-108	Dr. Prem Reddy Family Foundation
310-357-110	Dr. Prem Reddy Family Foundation
310-357-103	Dr. Prem Reddy Family Foundation
310-357-102	Femino, James J. & Due Living Trust 3/30/96
310-357-101	Palmdale Rd LLC
306-456-117	Anderson 2007 Trust
306-456-116	Tsai, Tsung-Chang
306-456-108	Tsai, Tsung-Chang
306-456-107	Hsieh, Jane
306-455-108	Hesperia Community Development
306-455-107	Hesperia Community Development
306-455-106	Hesperia Community Development
306-454-106	Jue, Donald Living Trust 7/3/86
306-454-105	YLC Investments LLC
306-453-108	Singh, Marcela Living Trust 3/3/10
306-440-110	Plaza Street Fund 167 LLC
306-440-106	Pipeline Petroleum Banning LLC
306-440-105	Pipeline Petroleum Banning LLC
306-440-104	Pipeline Petroleum Banning LLC
306-440-103	Pipeline Petroleum Banning LLC
306-440-102	Main Hesperia LLC
306-440-101	Yucca Terrace Investors LLC
306-438-107	Jagroop Dhillon
306-438-105	Hanna, George & Nadida Rev Liv Tr
306-438-129	S & P Family Trust 6/1/96
306-438-101	La Bouef, Mark & Nellie Family Tr

San Bernardino Council of Governments

San Bernardino County Transportation Authority

Board of Directors Agenda Item

December 7, 2022

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Item No. 5 (Cont.)			
306-437-112		Sangha, Varinder Paul	
306-437-111		Hazboon, Sidqi S. Trust	
306-437-108		Lago Living Trust	
306-437-106		Song, Daniel L.	
313-627-103		Lee, Teresita	
313-625-106		TK Properties LLC	
313-625-103		TK Properties LLC	
313-625-102		Camp and Julia Second Family Limited	
313-625-101		Shayan, Peiman	
307-138-117		Prime A Investments LLC	
307-138-118		Prime A Investments LLC	
307-138-110		Tatarian, Vasken & Karen Family Tr	
307-137-112		Sandoval, Abraham	
307-137-111		Singh, Partap	
307-137-110		Roh, Tae Sung Living Trust 1/8/16	
307-137-109		Wen, May Y	
307-137-108		Chang, I-Hsin Tr	
307-137-107		Morishita Living Trust 11/1/05	
307-134-108		Huesing Holdings LLC	
307-133-108		Saleeb Family Trust	
313-412-135		S L A Victorville LLC	
313-412-122		Unknown Owner (City of Victorville)	
313-412-142		Shahin, Louis H Trust 6/9/94	
313-411-102		Tsai, Windy	
313-410-105		Vertigo Investments Group, LLC	
313-410-102		Vertigo Investments Group, LLC	
313-409-101		Tsai, Tsung Chang	
309-637-104		Hong, Man Pyo & Kyung Ja Rev Tr	
309-660-241		City of Victorville	
309-636-111		Frontier Land Holdings Inc.	
309-636-104		395 Properties 26 LLC	
309-636-112		Land of America 10/28/13	
309-636-109		Guardian Commercial Real Estate LP	
309-696-162		City of Victorville	
Item No.	Contract No.	Principals & Agents	Subcontractors
7	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.

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Board of Directors Agenda Item

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7 (Cont.)	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
	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
8	23-1002896	San Bernardino County	None
10	20-1002368-01	San Bernardino County	None
11	15-1001157-01	San Bernardino County	None

Financial Impact:

This item has no direct impact on the budget.

Reviewed By:

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

Responsible Staff:

Approved
Board of Directors
Date: December 7, 2022

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 2

Date: December 7, 2022

Subject:

October 2022 Procurement Report

Recommendation:

Receive the October 2022 Procurement Report.

Background:

The Board of Directors adopted the Procurement and Special Risk Assessment Policy (Policy No. 11000) on January 3, 1997, and approved the last revision on October 6, 2021. The Board of Directors authorized the Executive Director, or his designee, to approve: a) contracts and purchase orders up to \$100,000; b) Contract Task Orders (CTO) up to \$500,000 and for CTOs originally \$500,000 or more, increasing the CTO amount up to \$250,000; c) amendments with a zero dollar value; d) amendments to exercise the option term if the option term was approved by the Board of Directors in the original contract; e) amendments that cumulatively do-not-exceed 50% of the original contract or purchase order value or \$100,000, whichever is less; f) amendments that do-not-exceed contingency amounts authorized by the Board of Directors; and g) release Request for Proposals (RFP), Request for Qualifications (RFQ), and Invitation for Bids (IFB) for proposed contracts from which funding has been approved and the solicitation has been listed in the Annual Budget, and are estimated not-to-exceed \$1,000,000.

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

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

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

- One (1) new contract was executed in the amount of \$87,550.00.
- No contract amendments.
- Nine (9) contract CTOs were executed for a total cost of \$607,939.04.
- No Contingency Amendments.
- One (1) purchase order was executed in the amount of \$9,139.20.
- No purchase order amendments.
- No RFPs.

Below is a summary of the actions taken by CityCom:

- One (1) contract was executed in the amount of \$8,670.00.
- No purchase orders.

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

Board of Directors Agenda Item

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Page 2

A list of all Contracts and Purchase Orders that were executed by the Executive Director, Department Director, General Counsel, and/or CityCom during the month of October 2022 are presented herein as Attachment A, all RFPs and IFBs are presented in Attachment B, and all CityCom's contracts and purchase orders are presented in Attachment C.

Financial Impact:

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

Reviewed By:

This item was received by the General Policy Committee on November 9, 2022.

Responsible Staff:

Beatriz Valdez, Director of Special Projects/Strategic Initiatives

Approved
Board of Directors
Date: December 7, 2022

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Attachment A

October Contract Actions

New Contracts Executed:

Contract No.	Description of Services	Vendor Name	Contract Amount
22-1002803	Sole Source Contract for a Classification, Compensation and Benefits Study.	Gallagher Benefit Services, Inc.	\$87,550.00

Attachment A

October Amendment Actions

Contract Amendments Executed:

Contract No. & Amendment No.	Reason for Amendment (Include a Description of the Amendment)	Vendor Name	Contract History	Contract Amount
None			Original	\$0.00
			Prior Amendments(CTOs)	\$0.00
			Current Amendment	\$0.00
			Total Contract Amount	\$0.00

Attachment: October 2022 Procurement Report Attachment A (9113 : October 2022 Procurement Report)

Attachment A

October Contract Task Order Actions

Contract Task Order (CTO) Executed:

Contract No. & CTO No.	Vendor Name	Description of Services	Contract Amount	CTO History	CTO Amount
19-1002000 CTO No. 29	Costin Public Outreach Group, Inc.	Public outreach for Tunnel to Ontario International Airport project for environmental phase.	\$6,000,000.00 (available \$730,201.78)	Original	\$99,250.00
				Prior Amendments	\$0.00
				Current Amendment	\$0.00
				Total CTO Amount	\$99,250.00
19-1002189 CTO No. 8A.2	Dudek	On call bench-Staff augmentation for San Bernardino County Sub-Regional REAP Grant Funding Implementation.	\$5,540,390.00 (available \$2,127,728.88) Shared with Alta Planning Design Inc. (19-1002103), Michael Baker International (19-1002185), Fehr & Peers (19-1002186), Cambridge Systematics Inc. (19-1002187), and HDR Engineering Inc. (19-1002188)	Original	\$170,000.00
				Prior Amendments	\$25,000.00
				Current Amendment	\$104,409.00
				Total CTO Amount	\$299,409.00
20-1002377 CTO No. 2.2	Vandermost Consultant Services, Inc.	Additional drainage excavation work for SR-210 Mixed-Flow Lane Project.	\$3,000,000.00 (available \$2,273,715.84)	Original	\$125,019.00
				Prior Amendments	-\$12,949.13
				Current Amendment	\$41,965.00
				Total CTO Amount	\$154,034.87

Attachment: October 2022 Procurement Report Attachment A (9113 : October 2022 Procurement Report)

Attachment A

October Contract Task Order Actions

Contract Task Order (CTO) Executed (Continued):

Contract No. & CTO No.	Vendor Name	Description of Services	Contract Amount	CTO History	CTO Amount
19-1002186 CTO No. 9.2	Fehr & Peers	On call bench- For additional sites inventory for the Regional Early Action Planning Program.	\$5,540,390.00 (available \$2,023,319.88) Shared with Alta Planning Design Inc. (19-1002103), Michael Baker International (19-1002185), Dudek (19-1002189), Cambridge Systematics Inc. (19-1002187), and HDR Engineering Inc. (19-1002188)	Original	\$542,900.00
				Prior Amendments	\$10,000.00
				Current Amendment	\$10,000.00
				Total CTO Amount	\$562,900.00
18-1001907 CTO No. 13	Epic Land Solutions, Inc.	On call bench- For right-of-way services for I-10 Mount Vernon Avenue Improvements Project.	\$6,000,000.00 (available \$4,144,355.09) Shared with Overland Pacific & Cutler LLC. (18-1001909), Bender Rosenthal, Inc. (18-1001823), and Property Specialist (18-1001906)	Original	\$219,293.31
				Prior Amendments	\$0.00
				Current Amendment	\$0.00
				Total CTO Amount	\$219,293.31

Attachment: October 2022 Procurement Report Attachment A (9113 : October 2022 Procurement Report)

Attachment A

October Contract Task Order Actions

Contract Task Order (CTO) Executed (Continued):

Contract No. & CTO No.	Vendor Name	Description of Services	Contract Amount	CTO History	CTO Amount
20-1002320 CTO No. 6	Crowe, LLP	On call bench-Pre-award audit for U.S. 395 Widening Phase II PS&E design services contract.	\$600,000.00 (available \$512,428.75) shared with Conrad LLP (20-1002378)	Original	\$19,500.00
				Prior Amendments	\$0.00
				Current Amendment	\$0.00
				Total CTO Amount	\$19,500.00
20-1002377 CTO No. 10	Vandermost Consultant Services, Inc.	Environmental services for the I-215 University Parkway Project.	\$3,000,000.00 (available \$2,231,750.84)	Original	\$18,698.54
				Prior Amendments	\$0.00
				Current Amendment	\$0.00
				Total CTO Amount	\$18,698.54
19-1002007 CTO No. 3.1	Bender Rosenthal, Inc.	On call bench-Right-of-way services to add Segment 2 for the West Valley Connector Project.	\$5,500,000.00 (available \$1,055,150.91) Shared with Epic Land Solutions, Inc. (18-1001924), Overland Pacific & Cutler LLC (19-1002008), and Paragon Partners Consultants, Inc. (19-1002009)	Original	\$550,307.25
				Prior Amendments	\$0.00
				Current Amendment	\$65,283.19
				Total CTO Amount	\$615,590.44
19-1002000 CTO No. 27	Costin Public Outreach Group, Inc.	Public outreach for SBCOG Cucamonga Canyon Project.	\$6,000,000.00 (available \$759,741.78)	Original	\$29,540.00
				Prior Amendments	\$0.00
				Current Amendment	\$0.00
				Total CTO Amount	\$29,540.00

Attachment: October 2022 Procurement Report Attachment A (9113 : October 2022 Procurement Report)

Attachment A

October Contingency Released Actions

Contingency Released Executed:

Contract No. & Contingency No.	Reason for Contingency Amendment (Include a Description of the Contingency Amendment)	Vendor Name	Contract History	Contract Amount
None			Original	\$0.00
			Prior Amendments	\$0.00
			Prior Contingencies	\$0.00
			Current Contingency	\$0.00
			Amended Contract Amount	\$0.00

Attachment: October 2022 Procurement Report Attachment A (9113 : October 2022 Procurement Report)

Attachment A
October Purchase Order Actions

Purchase Orders Executed:

PO No.	PO Posting Date	Vendor Name	Description of Services	PO Dollar Amount
4002313	10/18/2022	AT & T Mobility	Freeway Service Patrols GPS units and SIMS cards.	\$9,139.20

Attachment: October 2022 Procurement Report Attachment A (9113 : October 2022 Procurement Report)

Attachment A

October Purchase Order Amendment Actions

Purchase Order Amendments Executed:

Purchase Order No. & Amendment No.	Description of Services and Reason for Amendment	Vendor Name	Purchase Order History	Purchase Order Amount
None			Original	\$0.00
			Prior Amendments	\$0.00
			Current Amendment	\$0.00
			Amended PO Amount	\$0.00

Attachment: October 2022 Procurement Report Attachment A (9113 : October 2022 Procurement Report)

Attachment B**October RFP's, RFQ's and IFB's****Release of RFP's, RFQ's and IFB's**

Release Date	RFP/RFQ/IFB No.	Anticipated Dollar Amount	Anticipated Award Date	Description of Overall Program and Program Budget
None				

Attachment: October 2022 Procurement Report Attachment B (9113 : October 2022 Procurement Report)

Attachment C

October CityCom's Issued Contracts

New Contracts Executed:

Contract No.	Description of Services	Vendor Name	Contract Amount
SB Depot 47785	Labor and materials for whole building surge protector (GE shunt trip breaker with voltage drop monitoring).	Creative Lighting & Electric	\$8,670.00

Attachment C

October CityCom's Issued Purchase Orders

New Purchase Orders Executed:

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

Minute Action

AGENDA ITEM: 3

Date: December 7, 2022

Subject:

Revise Policy No. 10105 - Records Management and Retention Policy

Recommendation:

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

A. Adopt Resolution No. 23-025 revising Policy No. 10105 – Records Management Policy, approving revised Policy Appendix A – Records Retention Schedules, and retracting Appendix B – Disposition of Records Form; and

Acting as the San Bernardino Associated Governments (SBCOG):

B. Approve applicability of Policy No. 10105 and Appendix A to SBCOG.

Background:

In July 2018, the San Bernardino County Transportation Authority (SBCTA) and San Bernardino Associated Governments (SBCOG) Board of Directors (Board) adopted Records Management and Retention Policy No. 10105 (Policy). The objective of this Policy is to: comply with federal, state and contractual requirements; ensure records are kept only as long as they have some operational, legal, financial or historical value; establish legal documentation of the agencies' normal course of business for the management, retention and destruction of the agencies' records; and evidence of the agencies' accountability to the public as trustees of public records. In January 2020, staff provided an update to the Board regarding progress towards implementation, and the Board adopted revisions to the retention schedules, specifically formatting them in a way that was more intuitive.

Key elements of the Policy are the Records Retention Schedules created for the agencies' departments, and for agency-wide use. The Records Retention Schedules include categories of records and their retention periods, during which the records must be kept before final destruction. The retention periods are either expressly specified under federal or state funding requirements, federal or state law, or determined to be in the best interests of the agencies. Records falling under more than one category are to be kept for the longer period.

Due to the complexity of this project, the Director of Special Projects and Strategic Initiatives was appointed to work with the Clerk of the Board (Records Administrator) on the implementation of the Record Management and Retention Policy. Staff has worked diligently to create systems and processes for compliance; prepare Records Management Procedures; inventory paper records located at our offsite storage facility and onsite; inventory electronic records; and establish record coordinators and the functions needed to fulfill disposition of records. While taking inventory of each department's records, it has become clear that some of the retention periods need to be refined based on federal and state funding requirements, federal and state law, and as determined to be in the best interests of the agencies. Record categories have been added and removed where needed, and inconsistent retention periods corrected. The proposed revisions are included in Appendix A of the attached Records Management and Retention Policy.

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

Appendix B – Disposition of Records Form, was included in the adopted Policy. This form was meant to assist the Records Administrator in managing and tracking the destruction of records in compliance with the Policy. The Policy provides the Records Administrator, with the approval of the Executive Director, the ability to modify this form from time to time. Staff is requesting to retract this form and, instead, utilize different electronic forms of disposition included in the Record Management Procedures.

Staff and General Counsel recommend the SBCTA Board approve Resolution No. 23-025 revising the Records Management Policy and the Records Retention Schedules, and retracting the Disposition of Records Form that was formerly adopted; and the SBCOG Board approve applicability of the Policy and Appendix A to SBCOG.

The Revised Retention Schedules (Policy No. 10105, Appendix A) are attached. Approval of these revised schedules will facilitate continued progress toward full implementation of the policy. The Clerk of the Board, as the Records Administrator, will review the Policy and Retention Schedules at least every five (5) years to determine if any changes are necessitated by changes in the law or agencies' needs. Such revisions will be brought back to the Board for review and approval.

Financial Impact:

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

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on November 9, 2022. **After approval of this item by the General Policy Committee, a few categories have changed and they are highlighted in yellow in the attached revised schedules.** SBCTA General Counsel has reviewed this item and the draft revised schedules.

Responsible Staff:

Beatriz Valdez, Director of Special Projects/Strategic Initiatives

Approved
Board of Directors
Date: December 7, 2022

Witnessed By:

RESOLUTION NO. 23-025

RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY ADOPTING A REVISED RECORDS MANAGEMENT POLICY AND RECORDS RETENTION SCHEDULES

WHEREAS, on July 11, 2018, the San Bernardino County Transportation Authority (SBCTA) adopted Resolution No. 19-002 adopting a Records Management and Retention Policy (Policy No. 10105) and associated Records Retention Schedules in order to establish an orderly and routine method of record management, retention and destruction; and

WHEREAS, on January 8, 2020, SBCTA approved revisions to the Records Retention Schedules (Policy 10105, Appendix A) refining some of the established retention periods based on federal and state funding requirements, federal and state law, and in the best interest of SBCTA; and

WHEREAS, during the initial implementation of the records management program it was discovered that certain SBCTA records were excluded from the adopted Records Retention Schedules, and that other record series needed modification to either the retention period and/or the record description; and

WHEREAS, it has been determined that revisions to Policy 10105 are needed to: 1) eliminate Appendix B – Disposition of Records Form; 2) modify duties of certain staff in the management and destruction of SBCTA records; and 3) provide for the elimination of paper documents authenticated under a trusted system; and

WHEREAS, the SBCTA Board desires to revise the established policies for the lawful, orderly and efficient management, retention and destruction of SBCTA records.

NOW, THEREFORE, BE IT RESOLVED, by the San Bernardino County Transportation Authority, as follows:

Section 1. Revisions to SBCTA Policy No. 10105, Records Management and Retention Policy, as shown in Exhibit A hereto, are hereby adopted.

Section 2. Revisions to SBCTA's Records Retention Schedules dated January 8, 2020 (Policy 10105, Appendix A), as shown in Exhibit B hereto, are hereby adopted.

Section 3. Effective Date. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Authority held on December 7, 2022.

Art Bishop, Board President
San Bernardino County Transportation Authority

ATTEST:

Marleana Roman, Clerk of the Board
San Bernardino County Transportation Authority

Attachment: Reso No. 23-025 (9118 : Revise Policy No. 10105 - Records Management and Retention Policy)

San Bernardino County Transportation Authority	Policy	10105
Adopted by the Board of Directors July 11, 2018	Revised	01/08/2012/07/22
Records Management and Retention	Revision No.	42

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

Table of Contents

[Purpose](#) | [References](#) | [Definitions](#) | [Policy](#) | [Revision History](#) |

I. PURPOSE

The purpose of this policy is to establish standards for management, retention, control and destruction of all Records in the custody and control of ~~SBCTA or SBCOG~~, [San Bernardino County Transportation Authority \(SBCTA\) or San Bernardino Associated Governments \(SANBAG\), operating as San Bernardino Council of Governments /SBCOG\).](#)

II. REFERENCES

~~Policy 10105 Appendix B, Disposition of Records Form~~
[Policy 10105 Appendix A, Record Retention Schedules](#)
[Policy 10027, California Public Records Act – Request and Fees Policy](#)
Form 36 – Records Disposition Form

California Government Code Sec. 6200, 6250 et seq., 12236, 34090; Public Utilities Code Sec. 130203

III. DEFINITIONS

Agency(ies) means SBCTA [and/or](#) [SANBAG/SBCOG](#) as the context requires.

Agency Staff means an employee of SBCTA.

Confidential Record means a Record containing information that is not subject to public disclosure due to attorney-client privilege, attorney work product, trade secrets, Health Insurance Portability and Accountability Act (HIPAA), or other legal privileges, doctrines or exclusions.

~~**Disposition of Records Form** means the form attached to this Policy as Appendix B, as modified from time to time with the Executive Director's approval.~~

Electronic Communications or (EC) means emails, text messages, and voice mails.

EC Management Procedure means a procedure established by the Executive Director providing for the means and methods by which Agency Electronic Communications are managed, retained, archived, and deleted.

Financial Value means the usefulness of Records for financial, accounting, budgetary, audit, and treasury functions of the Agency.

Historical Value means the usefulness of Records for historical research concerning the origin of the Agency or for information about persons, places, events, or things of importance to the Agency.

Legal Value means the usefulness of Records for documentation of Agency authorizations, and compliance with laws, contracts, litigation holds, etc.

Measure I or MI means the one-half of one percent (½%) retail transactions and use tax statutorily dedicated to transportation planning, design, construction, operation and maintenance only, in

San Bernardino County as authorized by the San Bernardino County voters' passage of Ordinance 89-01 in 1989 and reauthorized by the San Bernardino County voters' passage of Ordinance 04-01 in 2004.

Non-Records means material, documents or data not usually included within the definition of records, such as: copies of documents or data prepared by other entities; unofficial copies of documents kept only for convenience or reference; working papers or drafts; copies of legislation; appointment logs; prior versions of studies or reports never finalized; duplicates or copies of records retained by another Agency Department; and stocks of publications.

Operational Value means the usefulness of Records for administration or operation of the Agency, or an Agency program or project.

Permanent Records means ~~the period for retaining~~ Records that ~~is mandated by law, contract, or other written requirement, or is determined to be in the best interests of the Agency, to be~~ retained in perpetuity according to the Record Retention Schedule.

Record means a document containing data or information of any kind and in any form (physical or electronic) generated or received by ~~SBCTA~~the Agency, containing information necessary for the operation of ~~SBCTA's~~Agency business. A Record typically holds operational, legal, financial, or historical value.

Records Administrator means the Clerk of the Board or their designee.

Records Disposition Form means the electronic form utilized to document the disposition of records as modified from time to time with the Executive Director's approval.

Records Management Procedure means a procedure established by the Records Administrator with the approval of the Executive Director, providing the means and methods for Agency compliance with this Policy.

Records Retention Schedule means a list of records that: is produced or maintained by the Agency and the actions taken with regard to those records; serves as the Agency's legal authority to receive, create, retain, and dispose of official public records; documents which records have historic or research value and which records should be destroyed because they no longer have any operational, legal, financial, or historical value; and establishes the Agency's normal course of doing business with respect to Records.

Retention Period means the period of time specified in the Records Retention Schedule during which Records must be kept before final destruction, and which retention period is required by contract or law, or is determined to be in the best interests of the Agency.

IV. POLICY

All Records shall be managed, retained, controlled and destroyed according to this Policy, unless otherwise authorized by the ~~SBCTA~~Board. This Policy is intended to ensure that Records are kept only as long as they have some operational, legal, financial or historical value. This Policy applies to SBCTA and to ~~San Bernardino Associated Governments (SBCOG)~~SANBAG/SBCOG Records.

Due to the time and resources required to create systems and processes for full compliance with this Policy, this Policy will be phased in and become fully enforceable July 1, 2019.

A. Responsibilities

1. Records Administrator.

- a. The Clerk of the ~~SBCTA~~ Board is designated as the Records Administrator for the Agencies, and is responsible for supervising and coordinating the retention and destruction of Records in accordance with this Policy, associated Records Retention Schedules, and applicable records retention procedures. The Records Administrator is also responsible for documenting actions taken to maintain, store, archive or destroy Records, and for retaining such documentation.

b. ~~The Records Administrator shall be the custodian of Records that are: (1) original contracts; (2) original real property title records; (3) Board and Board Committee agendas, agenda packets, and minutes; (4) Board resolutions and ordinances; and (5) Permanent Agency Records. The Records Administrator shall keep all such Records~~ The Records Administrator shall keep all Records in their possession in a secure location and manner.

c. The Records Administrator should periodically review this Policy and the Records Retention Schedules to ensure the Policy and Records Retention Schedules accurately and completely reflect the Agencies' Records retention and destruction needs. Record Retention Schedules are considered current for five years unless amended sooner due to a significant change in Agency Record keeping practices. A change of mission, added functions, new programs, etc. may trigger an amendment to an existing schedule.

2. Department Directors.

Department Directors are responsible for ~~organizing and managing~~ supervising the organization and management of Department Records until the time they are turned over to the Records Administrator for storage, archiving, or destruction. Department Directors shall ensure that Agency consultants, contractors and/or vendors under their direction, maintain Agency Records in accordance with this Policy.

3. Records Coordinator.

Designated Department representative that is responsible for understanding and coordinating records management for their Department; works with the Department Director to ensure compliance with this Policy and related records management and retention procedures.

4. Records Technician.

Staff that assist the Agency with the implementation of the records retention policy; responsible for sorting, organizing, receiving, storing, transferring, retrieving, and destroying paper and electronic records when necessary in compliance with established procedures.

5. Agency Staff.

Agency Staff shall manage Agency Records in their custody and control in accordance with this Policy.

B. Records Retention

Records should be retained for the longer of the period required by federal or state law, regulation or contracts, or the Records Retention Schedules. If a Record falls within more than one category in the Records Retention Schedules, the longer retention period shall apply.

C. Electronic Communications (EC)

1. EC Management Procedure.

Electronic Communications, that are determined to be Records, will be managed, retained, archived and deleted in accordance with the EC Management Procedure and this Policy.

2. EC Deemed Records.

Not all Electronic Communications and attachments are Records that need to be retained. If the substance of the Electronic Communication or its attachments fall within a category of Records in a Records Retention Schedule and this Policy, the Electronic Communication or its attachments will be deemed to be Records, and retained for the periods provided in the Records Retention Schedule and this Policy.

3. Electronic Communications on non-Agency electronic equipment.

Staff should not store or transmit Agency-related Electronic Communications on personal or other non-Agency computers, tablets, phones or electronic devices, except as necessary or appropriate for legitimate business purposes as authorized by staff's Department Director. Any such Electronic Communications will be subject to this Policy and the relevant Records Retention Schedule.

D. Trusted System

A trusted system certifies that an electronic version of a record is an authentic copy of the original document or information and is non-alterable. Staff may choose to eliminate paper records provided that the electronic version has been authenticated by SBCTA's Trusted System and verified by the Records Technician.

E. Duplicate Copies

Copies of Agency Records maintained by Agency Staff that are duplicates of original Agency Records do not need to be retained if Agency ~~staff~~Staff determines the copies are no longer useful or necessary ~~for SBCTA or SBCOG purposes.~~

~~E.~~ F. Reference Materials

Copies of documents and data prepared by other agencies or entities that are maintained by Agency Staff for reference in conducting ~~SBCTA or SBCOG~~Agency business are not Records and shall be retained only so long as the Agency Staff deems them useful or necessary ~~for SBCTA or SBCOG purposes.~~

~~F.~~ G. Video and Audio Recordings

The Executive Director or designee may destroy recordings of routine video monitoring in accordance with the Records Retention Schedules. Routine video monitoring means video recording by a video or electronic imaging system designed to record the regular and ongoing operations of the Agency, including building and facilities security recording systems.

~~G.~~ H. Confidential Records

Not all Records listed in the Records Retention Schedules are disclosable under the California Public Records Act (PRA), discovery statutes, subpoenas, or other laws, but remain subject to legal determination as to their disclosability.

~~H.~~ I. Destruction of Records

Upon the expiration of the Retention period for Records in the Records Retention Schedules, the ~~Executive Department~~ Director ~~or designee~~ shall review the Records to determine if one of the ~~Disposition~~Destruction Exceptions listed below applies. ~~If no Disposition~~If Destruction Exceptions apply, the Director shall document the exception, indicate how much longer the record should be retained and request the Deputy Executive Director to review and approve the extension. If no Destruction Exception applies, the ~~Executive Department~~ Director ~~or designee~~ shall comply with the Records Management Procedure to ensure that Records are disposed of in accordance with this Policy and in one of the following ways:

1. Recycle non-confidential paper Records;
2. Shred confidential Records;
3. Permanently erase or destroy electronically stored Records

~~I.~~ J. Destruction Exceptions

1. If at the end of a retention period, and upon recommendation from the Department Director, the Deputy Executive Director or designee ~~determines~~makes the final determination that the Records have operational, legal, financial or historical value beyond the retention period, and therefore the Records shall be retained for an additional period designated in accordance with a Records Management Procedure.
2. Records that are subject of Suspension of Records Destruction shall be retained until such time as the Suspension of Records ~~Dispension~~Destruction no longer applies.

~~J.~~ K. Suspension of Records Destruction

In the event of a subpoena, a public records act request, commencement of an audit or investigation, notice of pending legal action, litigation hold or any other justifiable contingency, further disposal of relevant

Records shall be suspended until the [Executive Department](#) Director or designee and General Counsel determine otherwise.

KL. Policy Changes

This Policy, the Records Retention Schedules and any changes to this Policy and Records Retention Schedules shall be adopted by ~~SBCTA~~ Board Resolution, ~~provided. However,~~ the ~~SBCTA or SBCOG Boards~~ Board may approve by minute action individual exceptions or categories of exceptions to ~~this Policy or the~~ Records Retention ~~Schedules~~ Schedule.

IV. REVISION HISTORY

Revision No.	Revisions	Adopted
0	New Policy. Adopted by the Board of Directors	07/11/18
1	Revised Retention Schedules, Appendix A approved by Board of Directors	01/08/20
<u>2</u>	<u>Revisions to Policy, Appendix A - Retention Schedules, retract Appendix B – Disposition of Records Form, and added Form 36.</u>	<u>12/7/22</u>

San Bernardino County Transportation Authority	Policy	10105
Adopted by the Board of Directors July 11, 2018	Revised	12/07/22
Records Management and Retention	Revision No.	2

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

Table of Contents

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I. PURPOSE

The purpose of this policy is to establish standards for management, retention, control and destruction of all Records in the custody and control of San Bernardino County Transportation Authority (SBCTA) or San Bernardino Associated Governments (SANBAG), operating as San Bernardino Council of Governments /SBCOG).

II. REFERENCES

[Policy 10105 Appendix A, Record Retention Schedules](#)

[Policy 10027, California Public Records Act – Request and Fees Policy](#)

Form 36 – Records Disposition Form

California Government Code Sec. 6200, 6250 et seq., 12236, 34090; Public Utilities Code Sec. 130203

III. DEFINITIONS

Agency(ies) means SBCTA and/or SANBAG/SBCOG as the context requires.

Agency Staff means an employee of SBCTA.

Confidential Record means a Record containing information that is not subject to public disclosure due to attorney-client privilege, attorney work product, trade secrets, Health Insurance Portability and Accountability Act (HIPAA), or other legal privileges, doctrines or exclusions.

Electronic Communications or (EC) means emails, text messages, and voice mails.

EC Management Procedure means a procedure established by the Executive Director providing for the means and methods by which Agency Electronic Communications are managed, retained, archived, and deleted.

Financial Value means the usefulness of Records for financial, accounting, budgetary, audit, and treasury functions of the Agency.

Historical Value means the usefulness of Records for historical research concerning the origin of the Agency or for information about persons, places, events, or things of importance to the Agency.

Legal Value means the usefulness of Records for documentation of Agency authorizations, and compliance with laws, contracts, litigation holds, etc.

Measure I or MI means the one-half of one percent (½%) retail transactions and use tax statutorily dedicated to transportation planning, design, construction, operation and maintenance only, in San Bernardino County as authorized by the San Bernardino County voters' passage of Ordinance 89-01 in 1989 and reauthorized by the San Bernardino County voters' passage of Ordinance 04-01 in 2004.

Non-Records means material, documents or data not usually included within the definition of records, such as: copies of documents or data prepared by other entities; unofficial copies of documents kept only for

convenience or reference; working papers or drafts; copies of legislation; appointment logs; prior versions of studies or reports never finalized; duplicates or copies of records retained by another Agency Department; and stocks of publications.

Operational Value means the usefulness of Records for administration or operation of the Agency, or an Agency program or project.

Permanent Records means Records that are retained in perpetuity according to the Record Retention Schedule.

Record means a document containing data or information of any kind and in any form (physical or electronic) generated or received by the Agency, containing information necessary for the operation of Agency business. A Record typically holds operational, legal, financial, or historical value.

Records Administrator means the Clerk of the Board or their designee.

Records Disposition Form means the electronic form utilized to document the disposition of records as modified from time to time with the Executive Director's approval.

Records Management Procedure means a procedure established by the Records Administrator with the approval of the Executive Director, providing the means and methods for Agency compliance with this Policy.

Records Retention Schedule means a list of records that: is produced or maintained by the Agency and the actions taken with regard to those records; serves as the Agency's legal authority to receive, create, retain, and dispose of official public records; documents which records have historic or research value and which records should be destroyed because they no longer have any operational, legal, financial, or historical value; and establishes the Agency's normal course of doing business with respect to Records.

Retention Period means the period of time specified in the Records Retention Schedule during which Records must be kept before final destruction, and which retention period is required by contract or law, or is determined to be in the best interests of the Agency.

IV. POLICY

All Records shall be managed, retained, controlled and destroyed according to this Policy, unless otherwise authorized by the Board. This Policy is intended to ensure that Records are kept only as long as they have some operational, legal, financial or historical value. This Policy applies to SBCTA and to SANBAG/SBCOG Records.

Due to the time and resources required to create systems and processes for full compliance with this Policy, this Policy will be phased in and become fully enforceable July 1, 2019.

A. Responsibilities

1. Records Administrator.
 - a. The Clerk of the Board is designated as the Records Administrator for the Agencies, and is responsible for supervising and coordinating the retention and destruction of Records in accordance with this Policy, associated Records Retention Schedules, and applicable records retention procedures. The Records Administrator is also responsible for documenting actions taken to maintain, store, archive or destroy Records, and for retaining such documentation.
 - b. The Records Administrator shall keep all Records in their possession in a secure location and manner.

c. The Records Administrator should periodically review this Policy and the Records Retention Schedules to ensure the Policy and Records Retention Schedules accurately and completely reflect the Agencies' Records retention and destruction needs. Record Retention Schedules are considered current for five years unless amended sooner due to a significant change in Agency Record keeping practices. A change of mission, added functions, new programs, etc. may trigger an amendment to an existing schedule.

2. Department Directors.

Department Directors are responsible for supervising the organization and management of Department Records until the time they are turned over to the Records Administrator for storage, archiving, or destruction. Department Directors shall ensure that Agency consultants, contractors and/or vendors under their direction maintain Agency Records in accordance with this Policy.

3. Records Coordinator.

Designated Department representative that is responsible for understanding and coordinating records management for their Department; works with the Department Director to ensure compliance with this Policy and related records management and retention procedures.

4. Records Technician.

Staff that assist the Agency with the implementation of the records retention policy; responsible for sorting, organizing, receiving, storing, transferring, retrieving, and destroying paper and electronic records when necessary in compliance with established procedures.

5. Agency Staff.

Agency Staff shall manage Agency Records in their custody and control in accordance with this Policy.

B. Records Retention

Records should be retained for the longer of the period required by federal or state law, regulation or contracts, or the Records Retention Schedules. If a Record falls within more than one category in the Records Retention Schedules, the longer retention period shall apply.

C. Electronic Communications (EC)

1. EC Management Procedure.

Electronic Communications, that are determined to be Records, will be managed, retained, archived and deleted in accordance with the EC Management Procedure and this Policy.

2. EC Deemed Records.

Not all Electronic Communications and attachments are Records that need to be retained. If the substance of the Electronic Communication or its attachments fall within a category of Records in a Records Retention Schedule and this Policy, the Electronic Communication or its attachments will be deemed to be Records, and retained for the periods provided in the Records Retention Schedule and this Policy.

3. Electronic Communications on non-Agency electronic equipment.

Staff should not store or transmit Agency-related Electronic Communications on personal or other non-Agency computers, tablets, phones or electronic devices, except as necessary or appropriate for legitimate business purposes as authorized by staff's Department Director. Any such Electronic Communications will be subject to this Policy and the relevant Records Retention Schedule.

D. Trusted System

A trusted system certifies that an electronic version of a record is an authentic copy of the original document or information and is non-alterable. Staff may choose to eliminate paper records provided that the electronic version has been authenticated by SBCTA's Trusted System and verified by the Records Technician.

E. Duplicate Copies

Copies of Agency Records maintained by Agency Staff that are duplicates of original Agency Records do not need to be retained if Agency Staff determines the copies are no longer useful or necessary.

F. Reference Materials

Copies of documents and data prepared by other agencies or entities that are maintained by Agency Staff for reference in conducting Agency business are not Records and shall be retained only so long as the Agency Staff deems them useful or necessary.

G. Video and Audio Recordings

The Executive Director or designee may destroy recordings of routine video monitoring in accordance with the Records Retention Schedules. Routine video monitoring means video recording by a video or electronic imaging system designed to record the regular and ongoing operations of the Agency, including building and facilities security recording systems.

H. Confidential Records

Not all Records listed in the Records Retention Schedules are disclosable under the California Public Records Act (PRA), discovery statutes, subpoenas, or other laws, but remain subject to legal determination as to their disclosability.

I. Destruction of Records

Upon the expiration of the Retention period for Records in the Records Retention Schedules, the Department Director shall review the Records to determine if one of the Destruction Exceptions listed below applies. If Destruction Exceptions apply, the Director shall document the exception, indicate how much longer the record should be retained and request the Deputy Executive Director to review and approve the extension. If no Destruction Exception applies, the Department Director shall comply with the Records Management Procedure to ensure that Records are disposed of in accordance with this Policy and in one of the following ways:

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J. Destruction Exceptions

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2. Records that are subject of Suspension of Records Destruction shall be retained until such time as the Suspension of Records Destruction no longer applies.

K. Suspension of Records Destruction

In the event of a subpoena, a public records act request, commencement of an audit or investigation, notice of pending legal action, litigation hold or any other justifiable contingency, further disposal of relevant Records shall be suspended until the Department Director or designee and General Counsel determine otherwise.

L. Policy Changes

This Policy, the Records Retention Schedules and any changes to this Policy and Records Retention Schedules shall be adopted by Board Resolution. However, the Board may approve by minute action individual exceptions or categories of exceptions to the Records Retention Schedule.

IV. REVISION HISTORY

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0	New Policy. Adopted by the Board of Directors	07/11/18
1	Revised Retention Schedules, Appendix A approved by Board of Directors	01/08/20
2	Revisions to Policy, Appendix A - Retention Schedules, retract Appendix B – Disposition of Records Form, and added Form 36.	12/7/22

RECORDS RETENTION SCHEDULE

3.d

RETENTION CODES		RECORD MEDIUM		VALUE		
AU = Audit	CL = Closed/Completed	AV = Audio/Video Tape		C = Confidential		
CY = Current Year	FDA = Final Disposition of Asset	CD = Compact Disc		F = Financial		
FP = Final Payment	LOB = Life of Bond/Debt	E = Electronic		H = Historical		
MI = Measure I	NR = Not Required	P = Paper		L = Legal		
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RECORD CATEGORY NAME & DESCRIPTION	RETENTION PERIOD		RECORD MEDIUM	VALUE	ORIGINAL or COPY	OFFICE OF RECORDS
	Minimum	Maximum				
AGENCYWIDE						
AGENCY DOCUMENTS AND FILINGS						
AGENCY CONTACT DATABASE INFORMATION Database Documents containing agency contact information (i.e. name, phone number, address, e-mail, etc.).	Destroy when no longer needed for agency function		E	OP	O	Clerk of the Board
AGENCY FORMATION Records related to establishment of, rules governing, and operation of the agencies (e.g. SB1305, SANBAG Bylaws, SBCTA Administrative Code, etc.).	UC + 10 yrs	UC + 10 yrs	E, P	H, L	O, C	General Counsel
AGENCY HISTORICAL CONTENT Archive of agency milestone achievements. Contents will include but not be limited to: articles related to SBCTA/SBCOG, photos, logos, recognitions, etc.	Permanent	Permanent	P	H	O	Clerk of the Board
AGENCY INSURANCE RECORDS Records related to insurance coverage affecting agency liability. Includes policies, amendments, certificates, riders, and proof of payment.	Permanent	Permanent	E, P	L	O, C	Risk- Management Clerk of the Board
LEGAL ADVERTISEMENTS Includes public notices, and legal publications (not project related).	CY + 4 yrs	CY + 4 yrs	E, P	L	O	Responsible Department
LOBBYIST REPORTS (QUARTERLY) Reports to the State regarding paid lobbyist.	7 yrs	7 yrs	E, P	L	O, C	Legislative & Public Affairs
PUBLIC OFFICIAL APPOINTMENTS FORM (FORM 806) Form used to report additional compensation paid to Board members.	CY + 2 yrs	CY + 2 yrs	E, P	L	O, C	Clerk of the Board
PUBLIC RECORD REQUESTS Records relating to Public Records Requests received by SBCTA or SANBAG.	UC + 4 yrs	UC + 4 yrs	E, P	L	O	Clerk of the Board
MEASURE I SALES TAX MEASURES CAMPAIGN INFORMATION Records related to the passage of any sales tax measure (e.g. polling, campaign material, expenditure plan development, etc.)	Destroy when no longer needed for agency function		E, P	H	O, C	Clerk of the Board
SANBAG JPA AND BYLAWS JPA and Bylaws adopted by Board. Records related to the establishment of, rules governing, and operation of SANBAG.	Permanent	Permanent	E, P	H	O	Clerk of the Board
STATEMENT OF ECONOMIC INTERESTS Economic Interest Form 700 detailing economic holdings of employees and Board members.	7 yrs	7 yrs	P	L	O	Clerk of the Board

Attachment: Records_Retention_Entire_Schedule - Reflects Changes (9118 : Revise Policy No. 10105 - Records Management and Retention

RECORDS RETENTION SCHEDULE

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	Minimum	Maximum				
AGENCY DOCUMENTS AND FILINGS CONTINUED						
STATEMENT OF FACTS FILINGS Roster of public agency filing with Secretary of State.	Permanent	Permanent	P	H	O	Clerk of the Board
AGENCY PROGRAMS AND PLANS						
ADA (AMERICANS WITH DISABILITIES ACT) DOCUMENTATION Records related to compliance with the requirements of ADA.	CY + 3 yrs	CY + 5 yrs	E, P	OP	O, C	Management Services
AIR QUALITY AND ENVIRONMENTAL PROGRAMS Records related to activities to improve air quality such as AB 2766, MSRC, alternative fuel, traveler services, etc.	CL + 5 yrs	CL + 5 yrs	E, P	OP	O, C	Air Quality
CALL BOX Records related to call box program (e.g. voice/data logs, maintenance logs, work orders, knockdown/recovery worksheets, call center statistics, encroachment permits, etc.).	CY + 5 yrs	CY + 5 yrs	E, P	L, OP	O, C	Air Quality
COUNCIL OF GOVERNMENT PROGRAMS Studies, plans, reports, etc.	UC + 5 yrs	UC + 5 yrs	E, P	OP	O, C	COG
COUNTYWIDE PLANNING REPORTS Countywide, subarea, corridor, and special reports and studies (e.g. greenhouse gas, VMT, habitat, grade separations, subarea transportation, Air Quality Management Plan, etc.).	UC + 10 yrs	Destroy when no longer needed for agency function	E, P	H, OP	O, C	Planning
COUNTYWIDE TRANSPORTATION AND LONG RANGE TRANSIT PLANS Plans for all modes. Includes data, documentation and communications, and transit studies.	UC + 10 yrs	Destroy when no longer needed for agency function	E, P	H, OP	O, C	Planning
COUNTYWIDE VISION PLAN AND CITY/COUNTY EVENTS Records related to countywide vision plan developed and adopted by SBCTA Board and County Board of Supervisors.	UC + 2 yrs	UC + 2 yrs	E, P	OP	O	COG - Legislative and Public Affairs
DEVELOPMENT MITIGATION NEXUS STUDY Includes plan data, documentation and communications (Congestion management program).	UC + 5 yrs	Destroy when no longer needed for agency function	E, P	OP	O, C	Planning

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AGENCY PROGRAMS AND PLANS CONTINUED						
EMERGENCY PREPAREDNESS Records related to business continuity (plans, analysis, training, exercises, risk assessments, etc.), fire, life, emergency operations plan.	CY + 5 yrs	CY + 5 yrs	E, P	OP	O, C	Risk Management
FEDERAL AND STATE AND REGIONAL TRANSPORTATION IMPROVEMENT PLAN PROGRAM (FTIP/STIP) FTIP/STIP submittals to SCAG/CTC, back-up, jurisdiction mark-up, etc.	CY + 10 yrs	CY + 10 yrs	E, P	OP	O, C	Fund Admin
FREEWAY SERVICE PATROL Records related to Freeway Service Patrol program (e.g. motorist response logs, motorist liability releases, motorist comments, quarterly stats, driver files, etc.).	CY + 5 yrs	CY + 5 yrs	E, P	L, OP	O, C	Air Quality
GEOGRAPHIC INFORMATION SYSTEM FILES GIS data and Growth Forecasts created and maintained by SBCTA.	CY + 10 yrs	Destroy when no longer needed for agency function	E	OP	O	Planning
INFORMATION TECHNOLOGY REPORTS AND MEDIA Documents related to systems, software, and network reports and media files.	CL + 5 yrs	CL + 5 yrs	E, P	OP	O, C	Management Services
INLAND EMPIRE (IE) 511 Records related to IE511 program (e.g. system comments, quarterly stats, etc.).	CY + 5 yrs	CY + 5 yrs	E, P	L, OP	O, C	Transit Air Quality
LEGISLATIVE POSITIONS Records relating to SBCTA's legislative actions or positions.	CY + 4 yrs	CY + 4 yrs	E, P	OP	O, C	Legislative & Public Affairs
MATERIAL SAFETY DATA SHEETS MSDS sheet required by OSHA that details dangers & proper handling of dangerous substances.	CY + 30 yrs	CY + 30 yrs	E, P	L	O, C	Management Services- Risk Management
METROLINK AND TRANSIT OPERATORS Ridership, and revenue data, Short Range Plan, and 5311 grant applications for rural operators.	Destroy when no longer needed for Agency function CY + 5 yrs	Destroy when no longer needed for Agency function	E, P	F, H, OP	C	Transit
MI ADMINISTRATION Includes allocations, arterial loans, population by fiscal year, strategic plan, maintenance of effort, working documents, submittals, correspondence, 10-year delivery plan etc.	MI + 5 yrs or UC + 5 yrs whichever is longer	MI + 5 yrs or UC + 5 yrs whichever is longer	E, P	OP	O, C	Fund Admin, Planning

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AGENCY PROGRAMS AND PLANS CONTINUED						
MI ADMINISTRATION ALLOCATIONS, SUPPORT DOCUMENTS FOR ADVANCE AGREEMENTS CIP correspondence, CIP working files, Project Advance agreement support files, and allocations support files.	CL + 4 yrs	CL + 4 yrs	E,P	OP	O, C	Fund Admin
PARK AND RIDE LOTS Copies of leases, communications, etc. regarding park and ride lots.	UC + 2 5 yrs	UC + 2 5 yrs	E, P	OP	O, C	Transit
HERO/PAGE PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAMS Records related to the Hero PACE Program formation and administration (e.g. executed improvement bonds, S.B. County Auditor/Controller Property Tax Division Agency Apportionment Reports, and Special Assessment Extracts).	LOB + 4 yrs	LOB + 4 yrs	E, P	F, L	O, C	COG-Finance
RECORDS DESTRUCTION DISPOSITION Disposition/Destruction certification.	Permanent	Permanent	E, P	L	O, C	Clerk of the Board
RECORDS RETENTION PROGRAM Schedule, reports, and other documents related to the implementation of the program.	CY + 4 yrs	CY + 4 yrs	E, P	OP	O, C	Clerk of the Board
REGIONAL TRANSPORTATION PLAN (RTP) RTP submittals to SCAG, back-up, jurisdiction mark-up, Regional Housing Needs Assessment, etc.	CY + 10 yrs	CY + 10 yrs	E, P	OP	O, C	Planning
RIDESHARE Records related to ride share program (e.g. vehicle ridership surveys, trip reduction plans (SCAQMD), commute data, incentive applications, CMAQ fund requests or reimbursements, etc.).	CY + 7 yrs	CY + 7 yrs	E, P	OP	O, C	Transit
SAFETY RELATED AND INJURY PREVENTION Documents related to safety committee, safety inspection, audits, compliance letters, incident reports.	CY + 5 yrs	CY + 5 yrs	E, P	OP	O, C	Risk Management
SAN BERNARDINO REGIONAL ENERGY PARTNERSHIP Status reports, brochures/flyers, correspondence w/cities and utilities, invoices.	CY + 2 3 yrs	CY + 2 3 yrs	E, P	OP	O, C	COG-Air Quality
TITLE VI PROGRAM RECORDS Records documenting analysis reports, notice of Title VI, memos, postings, complaints, etc.	CY + 4 5 yrs	CY + 4 5 yrs	E, P	L, OP	O, C	Management Services
TRIP REDUCTION PLANS (SCAQMD) Records documenting SBCTA's effort to reduce number of employee vehicle trips.	CY + 5 yrs	CY + 5 yrs	E, P	OP	O, C	Transit
TOLL OPERATIONS Documents that support the operations of the toll system.	CY + 5 yrs	CY + 5 yrs	E, P	OP	O, C	Project Delive

Attachment: Records_Retention_Entire_Schedule - Reflects Changes (9118 : Revise Policy No. 10105 - Records Management and Retention

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AGENCY PROGRAMS AND PLANS CONTINUED						
TOLL SERVICES DATA *Document description and retention dates to be determined after Toll System is in operation.	TBD	TBD	E	OP	O, C	Project Delive
TRANSIT - TDA Includes LTF, STA, SGR, Article 3, workbooks, triennial performance reviews, purchase order PO logs, unmet needs, etc.	CY + 4 yrs	UC + 4 yrs	E, P	OP	O, C	Responsible Department
TRANSPORTATION MODELING Includes modeling data, analysis, requests, billing, and other documents related to San Bernardino Transportation Analysis Model.	CY + 10 yrs	Destroy when no longer needed for agency function	E, P	OP	O, C	Planning
VANPOOL Records related to vanpool program (e.g. applications, commute data, leasing vendor documents, NTD reports, etc.).	CY + 7 yrs	CY + 7 yrs	E, P	OP	O, C	Transit
AGREEMENTS						
AGREEMENTS - COPIES Department copies of agreements/contracts and/or memoranda of understanding between SBCTA/SANBAG and third parties.	NR	CL+ 2 yrs	E, P	OP	C	Responsible Department
AGREEMENTS - NON PROJECT RELATED Agreements/contracts and/or memoranda of understanding between SBCTA/SANBAG and third parties, including amendments, contingency releases, and contract task orders.	Permanent-CL + 4 yrs	Permanent-CL + 4 yrs unless required longer by the external party	E, P P = 5 years E = Permanent	F, L	O	Clerk-of-the-Board-Procurement
AGREEMENTS WITH COPYRIGHTS Agreements containing copyrights and infringement rights.	Permanent	Permanent	E, P	OP	O	Clerk of the Board
FUNDING AGREEMENTS TO LOCAL JURISDICTIONS FOR CAPITAL PROJECTS All project related contracts, CoOp/MOUs, and amendments partially or fully funding a local jurisdiction's capital project.	CL + 11 yrs	CL + 11 yrs unless funding source requires longer retention	E, P	OP	O	Clerk-of-the-Board-Procurement

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	Minimum	Maximum				

AGREEMENTS CONTINUED

PROJECT AGREEMENTS FOR CAPITAL PROJECTS OWNED, LEASED, OPERATED, OR MAINTAINED BY SBCTA Environmental, design, right of way, construction management, construction, plant establishment, cooperative or Memorandum of Understanding, and vehicle or technology related agreements.	FDA + 5 yrs	FDA + 5 yrs unless funding source requires a longer retention	E, P	OP	O	Clerk of the Board-Procurement
PROJECT AGREEMENTS FOR CAPITAL PROJECTS OWNED, OPERATED AND MAINTAINED BY THIRD PARTIES AND PROJECT AGREEMENTS FOR SBCTA OWNED FACILITIES THAT ARE NOT LISTED IN THE SERIES ABOVE (XXX-XXX). All agreements including, but not limited to, purchase and sales agreements and cooperative agreements.	CA + 11 yrs	CA + 11 yrs unless funding source requires a longer retention	E, P	OP	O	Procurement
SBCTA REAL PROPERTY LEASES AND LICENSES All agreements related to leasing or licensing SBCTA real property.	CL + 11 yrs	FDA + 5 yrs (for agreements requiring pollution liability policy)	E, P	OP	O	Procurement
GLOSING DOCUMENTS FOR SBCTA OWNED PROPERTY SBCTA closing documents related to real property deeds and permanent easements. MOVED UNDER PROPERTY MANAGEMENT	Permanent	Permanent	P	H	O	Clerk of the Board
DEEDS SBCTA real property deeds and permanent easements MOVED UNDER PROPERTY MANAGEMENT	Permanent	Permanent	P	H	O	Clerk of the Board

BOARD, POLICY AND TECHNICAL ADVISORY COMMITTEE MEETINGS

AD HOC COMMITTEE MEETINGS Agendas and support material related to Ad Hoc Committee meetings.	UC + 2 yrs	UC + 2 yrs	E, P	OP	O	Responsible Department
ADVISORY COMMITTEE MEETINGS Agendas and minutes of Agency Brown Act advisory committee meetings (i.e. CMTAC, ITOC, PASTACC, etc.).	Permanent	Permanent	E, P	H	O	Clerk of the Board
BOARD AND POLICY COMMITTEE MEETING AUDIO/VIDEO Audio and video recordings of Board, Policy Committee and sub-committee meetings.	CY + 3 yrs	CY + 3 yrs	AV	H	O	Clerk of the Board

Attachment: Records_Retention_Entire_Schedule - Reflects Changes (9118 : Revise Policy No. 10105 - Records Management and Retention

RECORDS RETENTION SCHEDULE

3.d

RETENTION CODES		RECORD MEDIUM		VALUE		
AU = Audit	CL = Closed/Completed	AV = Audio/Video Tape	C = Confidential			
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T = Termination	UC = Upon Completion		OP = Operational			
S = Superseded	CA = Contract Acceptance					
DATE: 01/08/2020 12/07/2022				REVISION NO. 1-2		
RECORD CATEGORY NAME & DESCRIPTION	RETENTION PERIOD		RECORD MEDIUM	VALUE	ORIGINAL or COPY	OFFICE OF RECORDS
	Minimum	Maximum				
BOARD, POLICY AND TECHNICAL ADVISORY COMMITTEE MEETINGS CONTINUED						
BOARD AND POLICY COMMITTEE MEETINGS - COPIES Copies of records related to Brown Act Board, Policy Committee and sub-committee meetings, including agendas, agenda packets, minutes, and meeting documents, etc.	NR	CY + 2 yrs	E, P	OP	C	Responsible Department
BOARD AND POLICY COMMITTEE MEETINGS Records related to Brown Act Board, Policy Committee and sub-committee meetings. Includes agendas, agenda packets, posting affidavits, minutes, and meeting documents.	Permanent	Permanent	E, P	H	O	Clerk of the Board
BOARD BOX ITEMS Informational items distributed by staff to Board members (e.g. Executive Director Update).	CY + 4 yrs	CY + 4 yrs	E, P	OP	O, C	Legislative & Public Affairs
BOARD RESOLUTIONS, ORDINANCES AND MINUTE ACTIONS Formal legal actions by the Board of Directors.	Permanent	Permanent	E, P	H	O	Clerk of the Board
POLICIES AND PROCEDURES Board approved policies and Executive Director approved procedures.	Permanent S + 1 yr	Permanent S + 1 yr	E, P	L, OP	O	Administration Management Services
TECHNICAL ADVISORY COMMITTEE MEETINGS Agendas and support material related to technical advisory committee meetings established by Staff (non-Brown Act meetings) (e.g. PDTF, TTAC, STAC, etc.).	CY + 5	CY + 5	E, P	OP	O, C	Responsible Department
BUDGET DOCUMENTS						
BUDGET - ADOPTED Board approved annual budget book and 4th quarter budget to actual report. and Board approved amendments.	Permanent	Permanent	E, P	L, F	O	Finance Clerk of the Board
BUDGET WORKING PAPERS Records related to budget preparation, Gann limit, budget transactions, and administration/monitoring of department task budget.	CY + 2 yrs	CY + 7 yrs	E, P	OP	O, C	Responsible Department

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DATE: 01/08/2020 12/07/2022				REVISION NO. 1-2		
RECORD CATEGORY NAME & DESCRIPTION	RETENTION PERIOD		RECORD MEDIUM	VALUE	ORIGINAL or COPY	OFFICE OF RECORDS
	Minimum	Maximum				
CLAIMS/LITIGATION						
CLAIMS Records relating to claims filed against SBCTA and/or SANBAG (i.e. investigation, rejection letters, etc.) and subrogation claims.	CL + 2 yrs	CL + 2 yrs	E, P	L	O, C	Risk Management
CONFIDENTIAL LEGAL OPINIONS, ADVICE AND ATTORNEY WORK PRODUCT	Permanent Destroy when no longer needed for agency function	Permanent Destroy when no longer needed for agency function	E, P	C, L	O	General Counsel
INVESTIGATIONS (EXCLUDING PERSONNEL RELATED) Memos and research.	UC + 2 yrs	UC + 2 yrs	E, P	C, L	O, C	General Counsel
LITIGATION Lawsuits by or against SBCTA or SANBAG. Includes correspondence, pleadings, discovery, research, etc.	CL + 2 yrs	CL + 2 yrs	E, P	L	O, C	General Counsel
RISK MANAGEMENT REPORTS Summaries of claims and/or litigation, and loss run report, etc.	CY + 4 yrs	CY + 410 yrs	E, P	L, OP	O, C	Risk Management
SUBPOENAS Records related to subpoenas involving SBCTA or SANBAG business. Includes correspondence, responsive records, declaration of custodian of records, etc.	CY + 2 yrs	CY + 2 yrs	E, P	L	O, C	General Counsel
THIRD-PARTY INCIDENT/ACCIDENTS REPORTS Documents related to incidents or potential incidents (not employee related).	CL + 3 yrs	CL + 3 yrs	E, P	OP	O, C	Management Services Risk Management
GENERAL CORRESPONDENCE (not tied to another category)						
ELECTRONIC COMMUNICATIONS Includes e-mails, text, and voicemail messages.	Electronic Comm. Mgmt. Procedure	Electronic Comm. Mgmt. Procedure	E	OP	O, C	Responsible Department
GENERAL CORRESPONDENCE Department general correspondence and other general administrative documents. May be organized by date, subject, or correspondent.	CY + 2 yrs	CY + 2 yrs	E, P	OP	O, C	Responsible Department

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	Minimum	Maximum				
GENERAL DEPARTMENT FILES						
COMMITTEE MEETINGS Agendas, notes and records of various non-SBCTA committee meetings (e.g. CalCOG, League of Calif. Cities, IEEP, Alliance for Education, etc.).	NR	CY + 2 yrs	E, P	OP	O, C	Responsible Department
DEPARTMENT EXPENDITURES Copies of purchase orders, request for payments, credit card statements, reimbursement requests, and back-up documents, etc.	NR	CY + 2 yrs	E, P	OP	C	Responsible Department
DEPARTMENT PROCEDURES Records documenting approved procedures for performing activities pertaining to individual departments.	While in Effect		E, P	OP	O, C	Responsible Department
GENERAL ADMINISTRATIVE FORMS Forms used to request services and track completion.	NR	CY + 2 yrs	E, P	OP	O, C	Responsible Department
GENERAL DEPARTMENT LOGS Records used in tracking activities and events.	NR	CY + 2 yrs	E, P	OP	O, C	Responsible Department
GENERAL DEPARTMENT SCHEDULES Records documenting the planned and actual achievement of departmental goals.	NR	CY + 2 yrs	E, P	OP	O, C	Responsible Department
INFORMAL MEETINGS Agendas, notes and records of informal or unofficial committee meetings.	NR	UC + 2 yrs	E, P	OP	O, C	Responsible Department
WORKING FILES Department working files, supervisor file.	NR	CY + 2 yrs	E, P	OP	O, C	Responsible Department

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RECORD CATEGORY NAME & DESCRIPTION	RETENTION PERIOD		RECORD MEDIUM	VALUE	ORIGINAL or COPY	OFFICE OF RECORDS
	Minimum	Maximum				
GRANTS						
GRANTS (AWARDED) Includes guidelines, applications, comments, and support letters and other communications.	Retention Period is determined based on project close out consistent with the PROJECT FILES category or CL + 4 yrs for non-project related grants unless grant requires a longer retention period	For final grant applications and backup data, destroy when no longer needed for agency function	E, P	OP	O, C	Responsible Department
GRANTS (NOT AWARDED) Includes guidelines, applications, comments, and support letters and other communications.	CY + 5 yrs	CY + 5 yrs For final grant applications and backup data, destroy when no longer needed for agency function	E, P	OP	O, C	Responsible Department

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RECORD CATEGORY NAME & DESCRIPTION	RETENTION PERIOD		RECORD MEDIUM	VALUE	ORIGINAL or COPY	OFFICE OF RECORDS
	Minimum	Maximum				
PROCUREMENT						
CANCELLED PROCUREMENTS Records related to procurements not resulting in a contract award.	CY + 4 yrs	CY + 4 yrs	E, P	L	O, C	Procurement
DEPARTMENT PROCUREMENT FILE Department copies of documents used for departmental procurement, tracking, and administration of services and goods (i.e. requisitions, purchase orders, and invoices).	NR	CL + 2 yrs	E, P	OP	C	Responsible Department
UNSUCCESSFUL PROPOSALS/BIDS Proposals/bids not resulting in a contract award.	CY + 4 yrs	CY + 4 yrs	E, P	L	O, C	Procurement
DISADVANTAGED BUSINESS ENTERPRISE PROGRAM Annual certifications, and other documents not related to projects.	CY + 5 yrs	CY + 5 yrs	E, P	L	O, C	Procurement
VENDOR NON-AGENCY INSURANCE RECORDS Copies of insurance documents submitted by customers, vendors, consultants and contractors (i.e. certificates, policies, additional insured endorsements, cured letters, waivers, etc.).	Permanent	Permanent	E, P	L	O, C	Risk- Management Clerk of the Board
ON-CALL PROCUREMENTS Records relating to the procurement of on-call services or benches. Includes solicitation materials, proposals, evaluation information, protests, contract negotiation and intent to award, etc.	Non-Project Related - Contract CL + 4 yrs	Project Related - Contract CL + 20 yrs	E, P	F, L	O, C	Procurement
PROCUREMENTS Records relating to the procurement of goods, services or construction. Includes solicitation materials (i.e. RFP/RFQ/IFB), successful-proposals/bids, evaluation information, bid protests, contract negotiation and letter of intent to award, etc.	Retention Period is determined based on project close out consistent with the PROJECT FILES category - or - contract CL + 4 yrs for non-project related procurements		E, P	F, L	O, C	Procurement

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	Minimum	Maximum				
PROJECT FILES - (note that litigation affects the retention period)						
RETENTION PERIOD IS DRIVEN BY FUND SOURCES IN PROJECT. Longest retention period governs retention period for project files.				Records related to: Grant application, reports, etc.		Responsible Department
				Procurement		Procurement
IF THE PROJECT USES:				Invoices, AP/AR, Audits, etc.		Financial
				Project Implementation		Responsible Department
Debt Financing (e.g. TIFIA, HERO, etc.)	CL + 5 yrs	CL + 5 yrs	E, P	OP	O, C	Responsible Department
INFORMATION TECHNOLOGY PROJECTS Documents related to the implementation of information technology systems (e.g. Vanpool, FSP, GIS, Project Management, Scheduling and Controls, Financial system, etc.).	S + 1 yr	S + 1 yr (unless required longer by funding source)	E, P	OP	O, C	Responsible Department
Other State and Federal	FP + 3 yrs (final payment of funds to SBCTA from State and Federal)	FP + 3 yrs (final payment of funds to SBCTA from State and Federal)	E, P	OP	O, C	Responsible Department
PROJECT FILES FOR CAPITAL PROJECTS OWNED, LEASED, OPERATED, OR MAINTAINED BY SBCTA Documents related to the development and construction of capital projects.	FDA + 5 yrs	FDA + 5 yrs (unless required longer by the funding source)	E, P	OP	O, C	Responsible Department
PROJECT FILES FOR CAPITAL PROJECTS OWNED, MAINTAINED, OPERATED BY THIRD PARTIES. Documents related to the development and construction of capital projects.	CA + 11 yrs	CA + 11 yrs (unless required longer by the funding source)	E, P	OP	O, C	Responsible Department

Attachment: Records Retention Schedule - Reflects Changes (9118 : Revise Policy No. 10105 - Records Management and Retention

RECORDS RETENTION SCHEDULE

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RECORD CATEGORY NAME & DESCRIPTION	RETENTION PERIOD		RECORD MEDIUM	VALUE	ORIGINAL or COPY	OFFICE OF RECORDS
	Minimum	Maximum				
PROJECT FILES CONTINUED						
Proposition 1B Security Funds —	Notice of Grant Completion + 35 yrs	Notice of Grant Completion + 35 yrs	E, P	OP	O, C	Responsible Department
Proposition 1B SLPP, PTMISEA	FP + 3 yrs (final payment of funds to SBCTA from State)	FP + 3 yrs (final payment of funds to SBCTA from State)	E, P	OP	O, C	Responsible Department
Proposition 1B TLSP, TCIF, CMIA and Transportation Development Act (TDA)	Final Closeout + 4 yrs	Final Closeout + 4 yrs	E, P	OP	O, C	Responsible Department
All other funding sources SERIES DELETED	MI + 5 yrs or UC + 5 yrs whichever is longer CL + 4 years	MI + 5 yrs or UC + 5 yrs whichever is longer CL + 4 years	E, P	OP	O, C	Responsible Department
PROPERTY MANAGEMENT						
AS-BUILT & CONFORMED DRAWINGS - OWNED, LEASED, OPERATED, AND/OR MAINTAINED. Drawings indicating actual construction and to reflect completed project(s) on SBCTA-owned property All documents that define or document the final configuration of any project such as safety and security certification, final systems acceptance testing records, shop drawings, environmental reports, etc.	Permanent FDA + 5 yrs	Permanent	E, P	H, L, OP	O, C	Responsible Department / Clerk of the Board
CLOSING DOCUMENTS FOR REAL PROPERTY SBCTA closing documents related to real property deeds and permanent easements (including pre-acquisition environmental reports and maps).	Permanent S + 1 yr	Permanent FDA + 5 yrs	E, P	H	O	Clerk of the Board Responsible Department
DEEDS SBCTA real property deeds and permanent easements including corresponding legal description and plats maps.	Permanent	Permanent	P	H	O	Clerk of the Board
PERSONAL PROPERTY MANAGEMENT Records related to the maintenance, inspection, and use of moveable agency property (e.g. equipment, electric vehicle stations, and vehicles).	FDA + 2 yrs	FDA + 2 yrs	E, P	OP	O, C	Administration Management Services
PRESERVED SECURITY VIDEO Recordings saved on external drives from security system at SBCTA facilities.	CY + 3 yrs	CY + 3 yrs	E	OP	O	Responsible Department

Attachment: Records_Retention_Entire_Schedule - Reflects Changes (9118 : Revise Policy No. 10105 - Records Management and Retention

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PROPERTY MANAGEMENT CONTINUED						
PROPERTY MANAGEMENT - SF DEPOT Records pertaining to SBCTA's management of the SF Depot (e.g. copies of agreement and leases, maintenance, inspection, testing, improvements, etc.).	UC + 5 yrs	UC + 5 yrs	E, P	OP	O, C	Administration Management Services
REAL PROPERTY MANAGEMENT Records related to the management and maintenance of SBCTA real property (e.g. maintenance of way, inspection records, emergency repairs/improvements, possessory interest , etc.).	CY + 5 yrs	CY + 5 yrs	E, P	OP	O, C	Responsible Department
SECURITY Records related to protecting employees, equipment, buildings and information that should not be disclosed for security reasons. Includes security card list, alarm codes, ID/Badge and photos, and password and pin lists, etc.	CY + 2 yrs	CY + 2 yrs	E, P	C, OP	O, C	Administration Management Services
SANTA FE DEPOT SECURITY VIDEO Recordings from security cameras at SBCTA facilities, the Santa Fe Depot (building and parking lots).	90 days Based on space available in system	90 days	AV	L, OP	O	Administration Responsible Department
SENSITIVE SECURITY INFORMATION Records containing sensitive security data.	Retention Period is determined based on project close out consistent with the PROJECT FILES category or 10 yrs whichever is longer	Destroy when no longer needed for agency function	E, P	C, H	O, C	Responsible Department

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	Minimum	Maximum				
PUBLIC OUTREACH						
JOINT WORKSHOPS Records related to workshops held with other COGs (e.g. presentations, handouts, etc.)	CY + 2 yrs	CY + 2 yrs	E, P	OP	O, C	Responsible Department
MARKETING ACTIVITY Records related to marketing of SBCTA programs and projects.	CY + 5 yrs	CY + 5 yrs	E, P	OP	O, C	Legislative & Public Affairs
PUBLIC AFFAIRS/COMMUNITY RELATIONS Records related to public affairs and community relations. Including media advisories, newsletters, photo release, press release, and model release forms, etc.	CY + 5 yrs	CY + 5 yrs	E, P	OP	O, C	Legislative & Public Affairs
SOCIAL MEDIA Content and comments (Facebook, Instagram, Twitter, LinkedIn , etc).	CY + 4 yrs	CY + 4 yrs	E, P	OP	O, C	Legislative & Public Affairs
SPECIAL EVENTS Records related to SBCTA's participation in a special event (i.e. talking points, PPT's, etc.)	CY + 5 yrs	CY + 5 yrs	E, P	OP	O, C	Responsible Department
TECHNICAL ADVISORY COMMITTEE MEETINGS						
TECHNICAL ADVISORY COMMITTEE MEETINGS Agendas and support material related to technical advisory committee meetings established by Staff (non-Brown Act meetings) (e.g. PDTF, TTAC, STAC, etc.)	CY+5	CY+5	E, P	OP	O, C	Responsible Department
DELETED - MOVED TO COMMITTEE SECTION						

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FINANCIAL RECORDS						
FINANCIAL TRANSACTION RELATED RECORDS						
RETENTION PERIOD IS DRIVEN BY PROJECT SERIES AND THEN AS LISTED IN THIS CATEGORY. FUND SOURCES IN-PROJECT (see project files), PROGRAM OR ACTIVITY, FUND, or REVENUE CODE. Longest retention period governs retention period for project files (except for paper records).						Finance
Records related to: <u>Accounting Journals/Ledgers</u> - Records used to transfer charges between accounts and for summarizing account information. <u>Accounts Payable</u> - Records related to payment of financial obligations. Includes vouchers, invoices, travel reimbursement, business expenses, and credit card statements. <u>Accounts Receivable</u> - Accounts Receivable records. Banking – Records related to banking activities including reconciliation, cancelled checks, receipts, deposits, wire transfers, and statements. Bond/debt Issuance – Official transcripts produced by bond counsel for all debt and lease issues; records of debt proceeds expenditures and investment of debt proceeds; Final Arbitrage Reports for each debt issue; private use analysis and trustee reports. <u>Cash Receipts</u> - Records documenting the receipt of cash. Investments – Records related to investments in accordance with investment policy. <u>Purchase Orders</u> - Authorizations for purchase of goods or services.						
—— IF THE PROJECT USES: FUNDING SOURCE OF TRANSACTION:						
Debt Financing (e.g. TIFIA, Bonds, Commercial Paper, HERO–etc.)	CL LOB + 5 yrs	CL LOB + 5 yrs	E, P	OP	O, C	
FINANCIAL TRANSACTION RECORDS PRIOR TO FY 2020-2021 Paper Documents in this series from Agency inception to FY 2020-2021.	AU + 20 yrs	AU + 20 yrs	P	OP	O, C	
FINANCIAL TRANSACTION RECORDS AFTER FY 2020-2021 Paper Documents in this series after FY 2020-2021	AU + 1 yr	AU + 1 yr	P	OP	O, C	
Grant Funded	CL + 4 yrs	CL + 4 yrs unless grantor requires a longer retention period	E	OP	O, C	
Measure I	MI + 5 yrs or UC/CY + 5 yrs- whichever is longer—	MI + 5 yrs or UC/CY + 5 yrs- whichever is longer—	E, P	OP	O, C	
Multi-funded	AU + 20 yrs	AU + 20 yrs	E	OP	O, C	

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	Minimum	Maximum				
FINANCIAL TRANSACTION RELATED RECORDS CONTINUED						
Other Funding Sources	AU + 7 yrs	AU + 7 yrs	E	OP	O, C	Finance
Other State and Federal--	FP + 3 yrs- (final payment of funds to SBCTA from State and Federal) CY + 7 years	FP + 3 yrs- (final payment of funds to SBCTA from State and Federal) CY + 7 years	E, P	OP	O, C	Finance
Proposition 1B Security Funds	Notice of Grant Completion + 35 yrs	Notice of Grant Completion + 35 yrs	E, P	OP	O, C	Finance
Proposition 1B TLSP, TCIF, CMIA and Transportation Development Act (TDA)NON SEGRETATED FINANCE DOCUMENTS	Final Closeout + 4 yrs CY + 5 years	Final Closeout + 4 yrs CY + 5 years	E	OP	O, C	Finance
Proposition 1B SLPP, PTMISEA -- SERIES DELETED	FP + 3 yrs- (final payment of funds to SBCTA from State) CY + 5 years	FP + 3 yrs- (final payment of funds to SBCTA from State) CY + 5 years	E, P	OP	O, C	Finance
ASSET INVENTORY Records related to cost, purchase date, and location of agency assets the inventory of assets.	CY AU + 7 5-yrs	CY AU + 7 5-yrs	E, P	F	O, C	Finance
FINANCIAL AUDIT SUPPORT DOCUMENTS Formal documents detailing the findings and recommendations-- Supporting documents and associated working papers.	AU + 7 yrs	AU + 7 yrs	E, P	F, L	O, C	Finance
AUDIT WORKING PAPERS Collection of documents accumulated during an audit that support the conclusions of the audit report.	AU + 7 yrs	AU + 7 yrs	E, P	F	O, C	Finance

Attachment: Records_Retention_Entire_Schedule - Reflects Changes (9118 : Revise Policy No. 10105 - Records Management and Retention

RECORDS RETENTION SCHEDULE

3.d

RETENTION CODES		RECORD MEDIUM	VALUE
AU = Audit	CL = Closed/Completed	AV = Audio/Video Tape	C = Confidential
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DATE: 01/08/2020
12/07/2022

REVISION NO. 1-2

RECORD CATEGORY NAME & DESCRIPTION	RETENTION PERIOD		RECORD MEDIUM	VALUE	ORIGINAL or COPY	OFFICE OF RECORDS
	Minimum	Maximum				

FINANCIAL RECORDS CONTINUED

BAD DEBTS/UNCOLLECTIBLE ACCOUNTS Records related to the monitoring, collecting, and writing off of bad debts. Includes authorizations, supporting details of uncollectible accounts.	AU + 5	AU + 5 or longer if grant/loan requires a longer period	E, P	F	O, C	Finance
BANKING AND INVESTMENTS Records related to banking activities including such as reconciliation, cancelled checks, receipts, deposits, wire transfers, and statements, and records related to investments.	AU + 7 yrs	AU + 7 yrs	E, P	F	O, C	Finance
BOND/DEBT ISSUANCE Official transcripts produced by bond counsel for all debt and lease issues; records of debt proceeds expenditures and investment of debt proceeds; Final Arbitrage Reports for each debt instrument; private use analysis, bond indenture, covenant filings, and trustee statements, bank statements, SWAP statements, account reconciliation, and journal vouchers related to debt.	LOB + 5 yrs	LOB + 5 yrs	E, P	F	O, C	Finance
CAPITAL ASSETS INCLUDING VEHICLES Records related to cost, purchase date, and location of agency capital assets, and those documenting the purchase and disposition of those assets.	FDA + 5 yrs	FDA + 5 yrs	E, P	F	O, C	Finance
FEDERAL TAX RECORDS AND IRS FORM 1099 Employee tax forms and vendor tax forms given to the employee, vendor, and/or federal government.	AU + 57 yrs	AU + 57 yrs	E, P	F, L	C	Finance
FINANCIAL STATEMENTS AND AUDITS (OTHER THAN ACFR AND PROJECT AUDITS) Financial statements, audit reports, and background information submitted to government agencies, stakeholders, etc.	AU + 7 yrs	AU + 7 yrs	E, P	F	O, C	Finance
FINANCIAL STATEMENTS (ANNUAL ACFR) Financial statements, reports, and background information submitted to government agencies, stakeholders, etc.	Permanent	Permanent	E, P	F	O, C	Finance
INDIRECT COST ALLOCATION PLAN Records related to the preparation of the ICAP and any actual allocations of indirect costs.	CY + 7 yrs	CY + 7 yrs	E, P	F	O, C	Finance
INTERNAL CONTROL ASSESSMENTS Records related to the preparation of the internal control assessment and associated corrective action plans.	CY + 7 yrs	CY + 7 yrs	E, P	F	O, C	Finance

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RECORD CATEGORY NAME & DESCRIPTION	RETENTION PERIOD		RECORD MEDIUM	VALUE	ORIGINAL or COPY	OFFICE OF RECORDS
	Minimum	Maximum				
FINANCIAL RECORDS CONTINUED						
IRS FORM W-9 Vendor Request for Taxpayer Identification Number and Certification forms.	CY + 5 yrs Deactivated + 3 yrs	CY + 5 yrs Deactivated + 3 yrs	E, P	F, L	O	Finance
MANDATED REIMBURSABLE CLAIMS (SB90) Records associated with claims to state for reimbursement of costs.	CL + 3 yrs	CL + 3 yrs	E, P	F	O, C	Finance
TIFIA LOAN/CREDIT Credit statements and lending files related to TIFIA loans.	CL + 5 yrs	CL + 5 yrs	E, P	F	O, C	Finance
TIFIA REPORTING Documents require to comply with TIFIA loan such as monthly, quarterly and annual reports.	CL + 5 yrs	CL + 5 yrs	E, P	F	O, C	Finance
VEHICLE ACQUISITION/DISPOSITION Documenting the purchase and disposition of agency-owned vehicle(s).	FD + 5 yrs	FD + 5 yrs	E, P	F	O, C	Finance
BENEFITS AND PAYROLL						
BENEFITS CONTRIBUTIONS/DISTRIBUTIONS Records detailing actual monies contributed and disbursed.	Last Date of Entry + 3 yrs	Last Date of Entry + 3 yrs	E, P	F, L	O, C	Finance
EMPLOYEE BENEFITS PLANS AND POLICIES Records related to agency-sponsored benefit plans. Includes insurance, pension, disability, medical, and survivor program; vesting; vacation; educational assistance; savings plans; flexible spending claims; and correspondence explaining benefits plans.	CY + 6-7 yrs	CY + 6-7 yrs	E, P	F, L	O, C	Finance
EMPLOYEE COMPENSATION & STATE REPORTS (GCC) Reports to the State of California. Treasurer.	CY + 6-7 yrs	CY + 6-7 yrs	E, P	F, L	O, C	Finance
EMPLOYEE DIRECT DEPOSIT/MANUAL CHECKS Records documenting employees' electing to have their paycheck deposited directly in to their bank account and manually prepared payroll checks.	T + 3 yrs	T + 3 yrs	E, P	F, L	O, C	Finance
SERIES DELETED						
EMPLOYEE PAYROLL & BENEFIT CONTRIBUTIONS/DISTRIBUTIONS Records related to the payment of salaries and wages, including additions to and deductions from and actual monies contributed and disbursed.	Permanent Last Day of Entry + 3 yrs	Permanent Last Day of Entry + 3 yrs	E, P	F, L	O, C	Finance

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RECORDS RETENTION SCHEDULE

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RECORD CATEGORY NAME & DESCRIPTION	RETENTION PERIOD		RECORD MEDIUM	VALUE	ORIGINAL or COPY	OFFICE OF RECORDS
	Minimum	Maximum				
BENEFITS AND PAYROLL CONTINUED						
EMPLOYEE PAYROLL FILE Records include, but are not limited to, hiring memo (insurance, pension, vesting, leaves, savings plans, correspondence explaining benefits plans); W-4 and DE4; direct deposit form, new hire enrollment forms, cell phone and auto allowance stipends, and memos/forms documenting employee payroll and payroll changes to the County.	T + 4 yrs	T + 4 yrs	E, P	F, L	O, C	Finance
GARNISHMENT Records documenting court-ordered withholding from an employee's pay for a third party.	AU + 7 yrs	AU + 7 yrs	E, P	F, L	O, C	Finance
I-9 FORMS - EMPLOYMENT ELIGIBILITY VERIFICATION Employment eligibility verification records.	T + 3 4 yrs	T + 3 4 yrs	E, P	F, L	O, C	Finance
IRS FORM W-2 Annual records of employee earnings given to the employee and to the government.	AU + 5 yrs	AU + 5 yrs	E, P	F, L	C	Finance
IRS FORM W-4 Records modifying the number of deductions an employee is claiming.	AU + 5 yrs	AU + 5 yrs	E, P	F, L	O	Finance
IRS FORM 5500 – PENSION PLAN REPORT Records related to pension plans, pension valuations, actuarial reports, benefits statements, performance evaluation reports, etc.	CY + 6 7 yrs	CY + 6 7 yrs	E, P	F, L	O, C	Finance
PENSION SUMMARY INFORMATION Records related to cumulative years of service, total pension contributions, accrued benefits, pension plans vendor payment records, etc.	CY + 6 7 yrs	CY + 6 7 yrs	E, P	F, L	O, C	Finance
TIMESHEETS Employee timesheets and leave usage records.	MI + 5 yrs CY + 7 yrs	MI + 5 yrs CY + 7 yrs	E	F, L	O, C	Finance
TIMESHEETS (NON-MEASURE I) Employee timesheets and leave usage records.	MI + 5 yrs CY + 7 yrs	MI + 5 yrs CY + 7 yrs	E	F, L	O, C	Finance

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	Minimum	Maximum				
HUMAN RESOURCES						
CLASSIFICATION & COMPENSATION STUDIES, Records related to classification and compensation studies.	CY + 5 yrs	CY + 5 yrs	E, P	F, OP	O, C	Management Services
EMPLOYEE ACCIDENT/INJURY Records related to on-the-job injury/illness, including OSHA reports (Form 300A, 301).	CY + 5 yrs	CY + 5 yrs	E, P	C, L	O, C	Management Services
EMPLOYEE MEDICAL RECORDS This includes employee medical exams, disability benefits claim forms, notes from doctors, requests for Family and Medical Leave Act (FMLA) leave, requests for ADA accommodations, worker's compensation history, claims and related documents, fitness-for-duty results, functional capacity assessments, referrals concerning an employee's participation in the company's employee assistance program, results of drug/alcohol tests, reimbursement requests for medical expenses, health-related information about an employee's family members, and any documentation about past or present health, medical condition, or disabilities. Employee medical records including, but not limited to, Family and Medical Leave Act, Americans with Disability Act, worker's compensation, employee assistance program, etc.	CY T + 5 yrs	CL T + 5 yrs	E, P	C, L	O, C	Management Services
EMPLOYEE MEDICAL RECORDS-HAZARD EXPOSURES Records pertaining to exposures to hazardous materials.	T + 30 yrs	T + 30 yrs	E, P	C, L	O, C	Management Services
EMPLOYMENT RELATED CLAIMS Records related to claims for unemployment benefits, unpaid wages, etc.	CL + 2 yrs	CL + 2 yrs	E, P	L	O, C	Management Services
EQUAL OPPORTUNITY COMPLAINTS Formal complaints of violation of Federal and State equal opportunity laws (EEOC, DFEH)	CL + 2 yrs	CL + 2 yrs	E, P	L	O, C	Management Services
HIRED PERSONNEL Records related to hired employees, including applications, resumes, job description, promotion, demotion, transfer, layoff, termination, etc.	T + 7 yrs	T + 7 yrs	E, P	C, L, OP	O, C	Management Services
HUMAN RESOURCES INVESTIGATIONS AND REPORTS Records documenting investigations.	T + 4 yrs	T + 4 yrs	E, P	C, L	O, C	Management Services
MATERIAL SAFETY DATA SHEETS MSDS sheet required by OSHA that details dangers & proper handling of dangerous substances. MOVED TO PROGRAMS SECTION.	CY + 30 yrs	CY + 30 yrs	E, P	L	O, C	Management Services
PERSONNEL RECRUITMENTS Records related to all SBCTA job postings/bulletins, applications, job descriptions, recruitment, interviews and testing.	CL + 1 5 yrs	CL + 1 5 yrs	E, P	C, L, OP	O, C	Management Services

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RECORDS RETENTION SCHEDULE

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	Minimum	Maximum				
HUMAN RESOURCES CONTINUED						
TRAINING/EMPLOYEE DEVELOPMENT Records related to training programs and employee development (CPR, ethics, etc.).	CY + 5 yrs	CY + 5 yrs	E, P	OP	O, C	Management Services
WORKERS COMP. CLAIMS AND RELATED RECORDS Workers compensation claims for job-related injuries.	T + 4 yrs	T + 4 yrs	E, P	C, L	O, C	Management Services

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	Minimum	Maximum				
AGENCYWIDE						
AGENCY DOCUMENTS AND FILINGS						
AGENCY CONTACT INFORMATION Documents containing agency contact information (i.e. name, phone number, address, e-mail, etc.).	Destroy when no longer needed for agency function		E	OP	O	Clerk of the Board
AGENCY FORMATION Records related to establishment of, rules governing, and operation of the agencies (e.g. SB1305, SANBAG Bylaws, SBCTA Administrative Code, etc.).	UC + 10 yrs	UC + 10 yrs	E, P	H, L	O, C	General Counsel
AGENCY HISTORICAL CONTENT Archive of agency milestone achievements. Contents will include but not be limited to: articles related to SBCTA/SBCOG, photos, logos, recognitions, etc.	Permanent	Permanent	P	H	O	Clerk of the Board
AGENCY INSURANCE RECORDS Records related to insurance coverage affecting agency liability. Includes policies, amendments, certificates, riders, and proof of payment.	Permanent	Permanent	E, P	L	O, C	Clerk of the Board
LEGAL ADVERTISEMENTS Includes public notices, and legal publications (not project related).	CY + 4 yrs	CY + 4 yrs	E, P	L	O	Responsible Department
LOBBYIST REPORTS (QUARTERLY) Reports to the State regarding paid lobbyist.	7 yrs	7 yrs	E, P	L	O, C	Legislative & Public Affairs
PUBLIC OFFICIAL APPOINTMENTS FORM (FORM 806) Form used to report additional compensation paid to Board members.	CY + 2 yrs	CY + 2 yrs	E, P	L	O, C	Clerk of the Board
PUBLIC RECORD REQUESTS Records relating to Public Records Requests received by SBCTA or SANBAG.	UC + 4 yrs	UC + 4 yrs	E, P	L	O	Clerk of the Board
SALES TAX MEASURES CAMPAIGN INFORMATION Records related to the passage of any sales tax measure (e.g. polling, campaign material, expenditure plan development, etc.)	Destroy when no longer needed for agency function		E, P	H	O, C	Clerk of the Board
SANBAG JPA AND BYLAWS JPA and Bylaws adopted by Board. Records related to the establishment of, rules governing, and operation of SANBAG.	Permanent	Permanent	E, P	H	O	Clerk of the Board
STATEMENT OF ECONOMIC INTERESTS Economic Interest Form 700 detailing economic holdings of employees and Board members.	7 yrs	7 yrs	P	L	O	Clerk of the Board

Attachment: Records_Retention_Entire-Schedule_Clean (9118 : Revise Policy No. 10105 - Records Management and Retention Policy)

RECORDS RETENTION SCHEDULE

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AGENCY DOCUMENTS AND FILINGS CONTINUED						
STATEMENT OF FACTS FILINGS Roster of public agency filing with Secretary of State.	Permanent	Permanent	P	H	O	Clerk of the Board
AGENCY PROGRAMS AND PLANS						
ADA (AMERICANS WITH DISABILITIES ACT) DOCUMENTATION Records related to compliance with the requirements of ADA.	CY + 3 yrs	CY + 5 yrs	E, P	OP	O, C	Management Services
AIR QUALITY AND ENVIRONMENTAL PROGRAMS Records related to activities to improve air quality such as AB 2766, MSRC, alternative fuel, traveler services, etc.	CL + 5 yrs	CL + 5 yrs	E, P	OP	O, C	Air Quality
CALL BOX Records related to call box program (e.g. voice/data logs, maintenance logs, work orders, knockdown/recovery worksheets, call center statistics, encroachment permits, etc.).	CY + 5 yrs	CY + 5 yrs	E, P	L, OP	O, C	Air Quality
COUNCIL OF GOVERNMENT PROGRAMS Studies, plans, reports, etc.	UC + 5 yrs	UC + 5 yrs	E, P	OP	O, C	COG
COUNTYWIDE PLANNING REPORTS Countywide, subarea, corridor, and special reports and studies (e.g. greenhouse gas, VMT, habitat, grade separations, subarea transportation, Air Quality Management Plan, etc.).	UC + 10 yrs	Destroy when no longer needed for agency function	E, P	H, OP	O, C	Planning
COUNTYWIDE TRANSPORTATION AND LONG RANGE TRANSIT PLANS Plans for all modes. Includes data, documentation and communications, and transit studies.	UC + 10 yrs	Destroy when no longer needed for agency function	E, P	H, OP	O, C	Planning
COUNTYWIDE VISION PLAN AND CITY/COUNTY EVENTS Records related to countywide vision plan developed and adopted by SBCTA Board and County Board of Supervisors.	UC + 2 yrs	UC + 2 yrs	E, P	OP	O	Legislative and Public Affairs
DEVELOPMENT MITIGATION NEXUS STUDY Includes plan data, documentation and communications (Congestion management program).	UC + 5 yrs	Destroy when no longer needed for agency function	E, P	OP	O, C	Planning

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AGENCY PROGRAMS AND PLANS CONTINUED						
EMERGENCY PREPAREDNESS Records related to business continuity (plans, analysis, training, exercises, risk assessments, etc.), fire, life, emergency operations plan.	CY + 5 yrs	CY + 5 yrs	E, P	OP	O, C	Risk Management
FEDERAL AND STATE TRANSPORTATION IMPROVEMENT PROGRAM (FTIP/STIP) FTIP/STIP submittals to SCAG/CTC, back-up, jurisdiction mark-up, etc.	CY + 10 yrs	CY + 10 yrs	E, P	OP	O, C	Fund Admin
FREEWAY SERVICE PATROL Records related to Freeway Service Patrol program (e.g. motorist response logs, motorist liability releases, motorist comments, quarterly stats, driver files, etc.).	CY + 5 yrs	CY + 5 yrs	E, P	L, OP	O, C	Air Quality
GEOGRAPHIC INFORMATION SYSTEM FILES GIS data and Growth Forecasts created and maintained by SBCTA.	CY + 10 yrs	Destroy when no longer needed for agency function	E	OP	O	Planning
INFORMATION TECHNOLOGY REPORTS AND MEDIA Documents related to systems, software, and network reports and media files.	CL + 5 yrs	CL + 5 yrs	E, P	OP	O, C	Management Services
INLAND EMPIRE (IE) 511 Records related to IE511 program (e.g. system comments, quarterly stats, etc.).	CY + 5 yrs	CY + 5 yrs	E, P	L, OP	O, C	Air Quality
LEGISLATIVE POSITIONS Records relating to SBCTA's legislative actions or positions.	CY + 4 yrs	CY + 4 yrs	E, P	OP	O, C	Legislative & Public Affairs
MATERIAL SAFETY DATA SHEETS MSDS sheet required by OSHA that details dangers & proper handling of dangerous substances.	CY + 30 yrs	CY + 30 yrs	E, P	L	O, C	Risk Management
METROLINK AND TRANSIT OPERATORS Ridership, revenue data, Short Range Plan, and 5311 grant applications for rural operators.	CY + 5 yrs	Destroy when no longer needed for Agency function	E, P	F, H, OP	C	Transit
MI ADMINISTRATION Includes allocations, arterial loans, strategic plan, maintenance of effort, submittals, correspondence, 10-year delivery plan etc.	MI + 5 yrs or UC + 5 yrs whichever is longer	MI + 5 yrs or UC + 5 yrs whichever is longer	E, P	OP	O, C	Fund Admin/ Planning

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AGENCY PROGRAMS AND PLANS CONTINUED						
MI ADMINISTRATION ALLOCATIONS, SUPPORT DOCUMENTS FOR ADVANCE AGREEMENTS CIP correspondence, CIP working files, Project Advance agreement support files, and allocations support files.	CL + 4 yrs	CL + 4 yrs	E,P	OP	O, C	Fund Admin
PARK AND RIDE LOTS Copies of leases, communications, etc. regarding park and ride lots.	UC + 5 yrs	UC + 5 yrs	E, P	OP	O, C	Transit
PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAMS Records related to the PACE Program formation and administration (e.g. executed improvement bonds, S.B. County Auditor/Controller Property Tax Division Agency Apportionment Reports, and Special Assessment Extracts).	LOB + 4 yrs	LOB + 4 yrs	E, P	F, L	O, C	Finance
RECORDS DESTRUCTION DISPOSITION Disposition/Destruction certification.	Permanent	Permanent	E, P	L	O, C	Clerk of the Board
RECORDS RETENTION PROGRAM Schedule, reports, and other documents related to the implementation of the program.	CY + 4 yrs	CY + 4 yrs	E, P	OP	O, C	Clerk of the Board
REGIONAL TRANSPORTATION PLAN (RTP) RTP submittals to SCAG, back-up, jurisdiction mark-up, Regional Housing Needs Assessment, etc.	CY + 10 yrs	CY + 10 yrs	E, P	OP	O, C	Planning
RIDESHARE Records related to ride share program (e.g. vehicle ridership surveys, trip reduction plans (SCAQMD), commute data, incentive applications, CMAQ fund requests or reimbursements, etc.).	CY + 7 yrs	CY + 7 yrs	E, P	OP	O, C	Transit
SAFETY RELATED AND INJURY PREVENTION Documents related to safety committee, safety inspection, audits, compliance letters, incident reports.	CY + 5 yrs	CY + 5 yrs	E, P	OP	O, C	Risk Management
SAN BERNARDINO REGIONAL ENERGY PARTNERSHIP Status reports, brochures/flyers, correspondence w/cities and utilities, invoices.	CY + 3 yrs	CY + 3 yrs	E, P	OP	O, C	Air Quality
TITLE VI PROGRAM RECORDS Records documenting analysis reports, notice of Title VI, memos, postings, complaints, etc.	CY + 5 yrs	CY + 5 yrs	E, P	L, OP	O, C	Management Services
TOLL OPERATIONS Documents that support the operations of the toll system.	CY + 5 yrs	CY + 5 yrs	E, P	OP	O, C	Project Delivery

Attachment: Records_Retention_Entire-Schedule_Clean (9118 : Revise Policy No. 10105 - Records Management and Retention Policy)

RECORDS RETENTION SCHEDULE

3.e

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DATE: 12/07/2022				REVISION NO. 2		
RECORD CATEGORY NAME & DESCRIPTION	RETENTION PERIOD		RECORD MEDIUM	VALUE	ORIGINAL or COPY	OFFICE OF RECORDS
	Minimum	Maximum				
AGENCY PROGRAMS AND PLANS CONTINUED						
TOLL SERVICES DATA *Document description and retention dates to be determined after Toll System is in operation.	TBD	TBD	E	OP	O, C	Project Delive
TRANSIT - TDA Includes LTF, STA, SGR, Article 3, workbooks, triennial performance reviews, purchase order logs, unmet needs, etc.	CY + 4 yrs	UC + 4 yrs	E, P	OP	O, C	Responsible Department
TRANSPORTATION MODELING Includes modeling data, analysis, requests, billing, and other documents related to San Bernardino Transportation Analysis Model.	CY + 10 yrs	Destroy when no longer needed for agency function	E, P	OP	O, C	Planning
VANPOOL Records related to vanpool program (e.g. applications, commute data, leasing vendor documents, NTD reports, etc.).	CY + 7 yrs	CY + 7 yrs	E, P	OP	O, C	Transit
AGREEMENTS						
AGREEMENTS - COPIES Department copies of agreements/contracts and/or memoranda of understanding between SBCTA/SANBAG and third parties.	NR	CL+ 2 yrs	E, P	OP	C	Responsible Department
AGREEMENTS - NON PROJECT RELATED Agreements/contracts and/or memoranda of understanding between SBCTA/SANBAG and third parties, including amendments, contingency releases, and contract task orders.	CL + 4 yrs	CL + 4 yrs unless required longer by the external party	E, P	F, L	O	Procurement
AGREEMENTS WITH COPYRIGHTS Agreements containing copyrights and infringement rights.	Permanent	Permanent	E, P	OP	O	Clerk of the Board
FUNDING AGREEMENTS TO LOCAL JURISDICTIONS FOR CAPITAL PROJECTS All project related contracts, CoOp/MOUs, and amendments partially or fully funding a local jurisdiction's capital project.	CL + 11 yrs	CL + 11 yrs unless funding source requires longer retention	E, P	OP	O	Procurement

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	Minimum	Maximum				
AGREEMENTS CONTINUED						
PROJECT AGREEMENTS FOR CAPITAL PROJECTS OWNED, LEASED, OPERATED, OR MAINTAINED BY SBCTA Environmental, design, right of way, construction management, construction, plant establishment, cooperative or Memorandum of Understanding, and vehicle or technology related agreements.	FDA + 5 yrs	FDA + 5 yrs unless funding source requires a longer retention	E, P	OP	O	Procurement
PROJECT AGREEMENTS FOR CAPITAL PROJECTS OWNED, OPERATED AND MAINTAINED BY THIRD PARTIES AND PROJECT AGREEMENTS FOR SBCTA OWNED FACILITIES THAT ARE NOT LISTED IN THE SERIES ABOVE (XXX-XXX). All agreements including, but not limited to, purchase and sales agreements and cooperative agreements.	CA + 11 yrs	CA + 11 yrs unless funding source requires a longer retention	E, P	OP	O	Procurement
SBCTA REAL PROPERTY LEASES AND LICENSES All agreements related to leasing or licensing SBCTA real property.	CL + 11 yrs	FDA + 5 yrs (for agreements requiring pollution liability policy)	E, P	OP	O	Procurement
BOARD, POLICY AND TECHNICAL ADVISORY COMMITTEE MEETINGS						
AD HOC COMMITTEE MEETINGS Agendas and support material related to Ad Hoc Committee meetings.	UC + 2 yrs	UC + 2 yrs	E, P	OP	O	Responsible Department
ADVISORY COMMITTEE MEETINGS Agendas and minutes of Agency Brown Act advisory committee meetings (i.e. CMTAC, ITOC, PASTACC, etc.).	Permanent	Permanent	E, P	H	O	Clerk of the Board
BOARD AND POLICY COMMITTEE MEETING AUDIO/VIDEO Audio and video recordings of Board, Policy Committee and sub-committee meetings.	CY + 3 yrs	CY + 3 yrs	AV	H	O	Clerk of the Board

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BOARD, POLICY AND TECHNICAL ADVISORY COMMITTEE MEETINGS CONTINUED						
BOARD AND POLICY COMMITTEE MEETINGS - COPIES Copies of records related to Brown Act Board, Policy Committee and sub-committee meetings, including agendas, agenda packets, minutes, and meeting documents, etc.	NR	CY + 2 yrs	E, P	OP	C	Responsible Department
BOARD AND POLICY COMMITTEE MEETINGS Records related to Brown Act Board, Policy Committee and sub-committee meetings. Includes agendas, agenda packets, posting affidavits, minutes, and meeting documents.	Permanent	Permanent	E, P	H	O	Clerk of the Board
BOARD BOX ITEMS Informational items distributed by staff to Board members (e.g. Executive Director Update).	CY + 4 yrs	CY + 4 yrs	E, P	OP	O, C	Legislative & Public Affairs
BOARD RESOLUTIONS, ORDINANCES AND MINUTE ACTIONS Formal legal actions by the Board of Directors.	Permanent	Permanent	E, P	H	O	Clerk of the Board
POLICIES AND PROCEDURES Board approved policies and Executive Director approved procedures.	S + 1 yr	S + 1 yr	E, P	L, OP	O	Managemen Services
TECHNICAL ADVISORY COMMITTEE MEETINGS Agendas and support material related to technical advisory committee meetings established by Staff (non-Brown Act meetings) (e.g. PDTF, TTAC, STAC, etc.).	CY + 5	CY + 5	E, P	OP	O, C	Responsible Department
BUDGET DOCUMENTS						
BUDGET - ADOPTED Board approved annual budget book and 4th quarter budget to actual report.	Permanent	Permanent	E, P	L, F	O	Clerk of the Board
BUDGET WORKING PAPERS Records related to budget preparation, Gann limit, budget transactions, and administration/monitoring of department task budget.	CY + 2 yrs	CY + 7 yrs	E, P	OP	O, C	Responsible Department
CLAIMS/LITIGATION						
CLAIMS Records relating to claims filed against SBCTA and/or SANBAG (i.e. investigation, rejection letters, etc.) and subrogation claims.	CL + 2 yrs	CL + 2 yrs	E, P	L	O, C	Risk Management
CONFIDENTIAL LEGAL OPINIONS, ADVICE AND ATTORNEY WORK PRODUCT	Destroy when no longer needed for agency function		E, P	C, L	O	General Counsel
INVESTIGATIONS (EXCLUDING PERSONNEL RELATED) Memos and research.	UC + 2 yrs	UC + 2 yrs	E, P	C, L	O, C	General Counsel

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CLAIMS/LITIGATION CONTINUED						
LITIGATION Lawsuits by or against SBCTA or SANBAG. Includes correspondence, pleadings, discovery, research, etc.	CL + 2 yrs	CL + 2 yrs	E, P	L	O, C	General Counsel
RISK MANAGEMENT REPORTS Summaries of claims and/or litigation, and loss run report, etc.	CY + 4 yrs	CY + 10 yrs	E, P	L, OP	O, C	Risk Management
SUBPOENAS Records related to subpoenas involving SBCTA or SANBAG business. Includes correspondence, responsive records, declaration of custodian of records, etc.	CY + 2 yrs	CY + 2 yrs	E, P	L	O, C	General Counsel
THIRD-PARTY INCIDENT/ACCIDENTS REPORTS Documents related to incidents or potential incidents (not employee related).	CL + 3 yrs	CL + 3 yrs	E, P	OP	O, C	Risk Management
GENERAL CORRESPONDENCE (not tied to another category)						
ELECTRONIC COMMUNICATIONS Includes e-mails, text, and voicemail messages.	Electronic Comm. Mgmt. Procedure	Electronic Comm. Mgmt. Procedure	E	OP	O, C	Responsible Department
GENERAL CORRESPONDENCE Department general correspondence and other general administrative documents. May be organized by date, subject, or correspondent.	CY + 2 yrs	CY + 2 yrs	E, P	OP	O, C	Responsible Department
GENERAL DEPARTMENT FILES						
COMMITTEE MEETINGS Agendas, notes and records of various non-SBCTA committee meetings (e.g. CalCOG, League of Calif. Cities, IEEP, Alliance for Education, etc.).	NR	CY + 2 yrs	E, P	OP	O, C	Responsible Department
DEPARTMENT EXPENDITURES Copies of purchase orders, request for payments, credit card statements, reimbursement requests, and back-up documents, etc.	NR	CY + 2 yrs	E, P	OP	C	Responsible Department
DEPARTMENT PROCEDURES Records documenting approved procedures for performing activities pertaining to individual departments.	While in Effect		E, P	OP	O, C	Responsible Department
GENERAL ADMINISTRATIVE FORMS Forms used to request services and track completion.	NR	CY + 2 yrs	E, P	OP	O, C	Responsible Department

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GENERAL DEPARTMENT FILES CONTINUED						
GENERAL DEPARTMENT LOGS Records used in tracking activities and events.	NR	CY + 2 yrs	E, P	OP	O, C	Responsible Department
GENERAL DEPARTMENT SCHEDULES Records documenting the planned and actual achievement of departmental goals.	NR	CY + 2 yrs	E, P	OP	O, C	Responsible Department
INFORMAL MEETINGS Agendas, notes and records of informal or unofficial committee meetings.	NR	UC + 2 yrs	E, P	OP	O, C	Responsible Department
WORKING FILES Department working files, supervisor file.	NR	CY + 2 yrs	E, P	OP	O, C	Responsible Department
GRANTS						
GRANTS (AWARDED) Includes guidelines, applications, comments, and support letters and other communications.	Retention Period is determined based on project close out consistent with the PROJECT FILES category or CL + 4 yrs for non-project related grants unless grant requires a longer retention period	For final grant applications and backup data, destroy when no longer needed for agency function	E, P	OP	O, C	Responsible Department

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GRANTS CONTINUED						
GRANTS (NOT AWARDED) Includes guidelines, applications, comments, and support letters and other communications.	CY + 5 yrs	For final grant applications and backup data, destroy when no longer needed for agency function	E, P	OP	O, C	Responsible Department
PROCUREMENT						
CANCELLED PROCUREMENTS Records related to procurements not resulting in a contract award.	CY + 4 yrs	CY + 4 yrs	E, P	L	O, C	Procurement
DEPARTMENT PROCUREMENT FILE Department copies of documents used for departmental procurement, tracking, and administration of services and goods (i.e. requisitions, purchase orders, and invoices).	NR	CL + 2 yrs	E, P	OP	C	Responsible Department
DISADVANTAGED BUSINESS ENTERPRISE PROGRAM Annual certifications, and other documents not related to projects.	CY + 5 yrs	CY + 5 yrs	E, P	L	O, C	Procurement
NON-AGENCY INSURANCE RECORDS Copies of insurance documents submitted by customers, vendors, consultants and contractors (i.e. certificates, policies, additional insured endorsements, cured letters, waivers, etc.).	Permanent	Permanent	E, P	L	O, C	Clerk of the Board
ON-CALL PROCUREMENTS Records relating to the procurement of on-call services or benches. Includes solicitation materials, proposals, evaluation information, protests, contract negotiation and intent to award, etc.	Non-Project Related - Contract CL + 4 yrs	Project Related - Contract CL + 20 yrs	E, P	F, L	O, C	Procurement
PROCUREMENTS Records relating to the procurement of goods, services or construction. Includes solicitation materials (i.e. RFP/RFQ/IFB), proposals/bids, evaluation information, bid protests, contract negotiation and letter of intent to award, etc.	Retention Period is determined based on project close out consistent with the PROJECT FILES category - or - contract CL + 4 yrs for non-project related procurements		E, P	F, L	O, C	Procurement

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PROJECT FILES - (note that litigation affects the retention period)						
:	Records related to: Grant application, reports, etc. Procurement Invoices, AP/AR, Audits, etc. Project Implementation					Responsible Department Procurement Finance Responsible Department
INFORMATION TECHNOLOGY PROJECTS Documents related to the implementation of information technology systems (e.g. Vanpool, FSP, GIS, Project Management, Scheduling and Controls, Financial system, etc.).	S + 1 yr	S + 1 yr (unless required longer by funding source)	E, P	OP	O, C	Responsible Department
PROJECT FILES FOR CAPITAL PROJECTS OWNED, LEASED, OPERATED, OR MAINTAINED BY SBCTA Documents related to the development and construction of capital projects.	FDA + 5 yrs	FDA + 5 yrs (unless required longer by the funding source)	E, P	OP	O, C	Responsible Department
PROJECT FILES FOR CAPITAL PROJECTS OWNED, MAINTAINED, OPERATED BY THIRD PARTIES. Documents related to the development and construction of capital projects.	CA + 11 yrs	CA + 11 yrs (unless required longer by the funding source)	E, P	OP	O, C	Responsible Department
PROPERTY MANAGEMENT						
AS-BUILT & CONFORMED DRAWINGS - OWNED, LEASED, OPERATED, AND/OR MAINTAINED. All documents that define or document the final configuration of any project such as safety and security certification, final systems acceptance testing records, shop drawings, environmental reports, etc.	FDA + 5 yrs	Permanent	E, P	H, L, OP	O, C	Responsible Department / Clerk of the Board
CLOSING DOCUMENTS FOR REAL PROPERTY SBCTA closing documents related to real property deeds and permanent easements (including pre-acquisition environmental reports and maps).	S + 1 yr	FDA + 5 yrs	E, P	H	O	Responsible Department

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PROPERTY MANAGEMENT CONTINUED						
DEEDS SBCTA real property deeds and permanent easements including corresponding legal description and plats maps.	Permanent	Permanent	P	H	O	Clerk of the Board
PERSONAL PROPERTY MANAGEMENT Records related to the maintenance, inspection, and use of agency property (e.g. equipment, electric vehicle stations, and vehicles).	FDA + 2 yrs	FDA + 2 yrs	E, P	OP	O, C	Managemen Services
PRESERVED SECURITY VIDEO Recordings saved on external drives from security system at SBCTA facilities.	CY + 3 yrs	CY + 3 yrs	E	OP	O	Responsible Department
PROPERTY MANAGEMENT - SF DEPOT Records pertaining to SBCTA's management of the SF Depot (e.g. copies of agreement and leases, maintenance, inspection, testing, improvements, etc.).	UC + 5 yrs	UC + 5 yrs	E, P	OP	O, C	Managemen Services
REAL PROPERTY MANAGEMENT Records related to the management and maintenance of SBCTA real property (e.g. maintenance of way, inspection records, emergency repairs/improvements, possessory interest, etc.).	CY + 5 yrs	CY + 5 yrs	E, P	OP	O, C	Responsible Department
SECURITY Records related to protecting employees, equipment, buildings and information that should not be disclosed for security reasons. Includes security card list, alarm codes, ID/Badge and photos, and password and pin lists, etc.	CY + 2 yrs	CY + 2 yrs	E, P	C, OP	O, C	Managemen Services
SECURITY VIDEO Recordings from security cameras at SBCTA facilities.	Based on space available in system	90 days	AV	L, OP	O	Responsible Department
PUBLIC OUTREACH						
JOINT WORKSHOPS Records related to workshops held with other COGs (e.g. presentations, handouts, etc.)	CY + 2 yrs	CY + 2 yrs	E, P	OP	O, C	Responsible Department
MARKETING ACTIVITY Records related to marketing of SBCTA programs and projects.	CY + 5 yrs	CY + 5 yrs	E, P	OP	O, C	Legislative & Public Affairs
PUBLIC AFFAIRS/COMMUNITY RELATIONS Records related to public affairs and community relations. Including media advisories, newsletters, photo release, press release, and model release forms, etc.	CY + 5 yrs	CY + 5 yrs	E, P	OP	O, C	Legislative & Public Affairs
SOCIAL MEDIA Content and comments (Facebook, Instagram, Twitter, LinkedIn, etc).	CY + 4 yrs	CY + 4 yrs	E, P	OP	O, C	Legislative & Public Affairs

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PUBLIC OUTREACH CONTINUED						
SPECIAL EVENTS Records related to SBCTA's participation in a special event (i.e. talking points, PPT's, etc.)	CY + 5 yrs	CY + 5 yrs	E, P	OP	O, C	Responsible Department
FINANCIAL RECORDS						
FINANCIAL TRANSACTION RELATED RECORDS						
RETENTION PERIOD IS DRIVEN BY PROJECT SERIES AND THEN AS LISTED IN THIS CATEGORY. Longest retention period governs retention period for project files (except for paper records).						Finance
Records related to: Accounting Journals/Ledgers - Records used to transfer charges between accounts and for summarizing account information. Accounts Payable - Records related to payment of financial obligations. Includes vouchers, invoices, travel reimbursement, business expenses, and credit card statements. Accounts Receivable - Accounts Receivable records.						
Cash Receipts - Records documenting the receipt of cash.						
Purchase Orders - Authorizations for purchase of goods or services.						
FUNDING SOURCE OF TRANSACTION:						
Debt Financing (e.g. TIFIA, Bonds, Commercial Paper, etc.)	LOB + 5 yrs	LOB + 5 yrs	E	OP	O, C	Finance
FINANCIAL TRANSACTION RECORDS PRIOR TO FY 2020-2021 Paper Documents in this series from Agency inception to FY 2020-2021.	AU + 20 yrs	AU + 20 yrs	P	OP	O, C	Finance
FINANCIAL TRANSACTION RECORDS AFTER FY 2020-2021 Paper Documents in this series after FY 2020-2021	AU + 1 yr	AU + 1 yr	P	OP	O,C	Finance
Grant Funded	CL + 4 yrs	CL + 4 yrs unless grantor requires a longer retention period	E	OP	O, C	Finance

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FINANCIAL TRANSACTION RELATED RECORDS CONTINUED

Multi-funded	AU + 20 yrs	AU + 20 yrs	E	OP	O, C	Finance
Other Funding Sources	AU + 7 yrs	AU + 7 yrs	E	OP	O, C	Finance
Proposition 1B Security Funds	Notice of Grant Completion + 35 yrs	Notice of Grant Completion + 35 yrs	E	OP	O, C	Finance
ASSET INVENTORY Records related to the inventory of assets.	AU + 7yrs	AU + 7yrs	E, P	F	O, C	Finance
AUDIT SUPPORT DOCUMENTS Supporting documents and associated working papers.	AU + 7 yrs	AU + 7 yrs	E, P	F, L	O, C	Finance
BAD DEBTS/UNCOLLECTIBLE ACCOUNTS Records related to the monitoring, collecting, and writing off of bad debts. Includes authorizations, supporting details of uncollectible accounts.	AU + 5	AU + 5 or longer if grant/loan requires a longer period	E, P	F	O, C	Finance
BANKING AND INVESTMENTS Records related to banking activities including such as reconciliation, cancelled checks, receipts, deposits, wire transfers, and statements, and records related to investments.	AU + 7 yrs	AU + 7 yrs	E, P	F	O, C	Finance
BOND/DEBT ISSUANCE Official transcripts produced by bond counsel for all debt and lease issues; records of debt proceeds expenditures and investment of debt proceeds; Final Arbitrage Reports for each debt instrument; private use analysis, bond indenture, covenant filings, and trustee statements, bank statements, SWAP statements, account reconciliation, and journal vouchers related to debt.	LOB + 5 yrs	LOB + 5 yrs	E, P	F	O, C	Finance
CAPITAL ASSETS INCLUDING VEHICLES Records related to cost, purchase date, and location of agency capital assets, and those documenting the purchase and disposition of those assets.	FDA + 5 yrs	FDA + 5 yrs	E, P	F	O, C	Finance
FEDERAL TAX RECORDS AND IRS FORM 1099 Employee tax forms and vendor tax forms given to the employee, vendor, and/or federal government.	AU + 7 yrs	AU + 7 yrs	E, P	F, L	C	Finance

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S = Superseded	CA = Contract Acceptance					
DATE: 12/07/2022				REVISION NO. 2		
RECORD CATEGORY NAME & DESCRIPTION	RETENTION PERIOD		RECORD MEDIUM	VALUE	ORIGINAL or COPY	OFFICE OF RECORDS
	Minimum	Maximum				
FINANCIAL RECORDS CONTINUED						
FINANCIAL STATEMENTS AND AUDITS (OTHER THAN ACFR AND PROJECT AUDITS) Financial statements, audit reports, and background information submitted to government agencies, stakeholders, etc.	AU + 7 yrs	AU + 7 yrs	E, P	F	O,C	Finance
FINANCIAL STATEMENTS (ANNUAL ACFR) Financial statements, reports, and background information submitted to government agencies, stakeholders, etc.	Permanent	Permanent	E, P	F	O, C	Finance
INDIRECT COST ALLOCATION PLAN Records related to the preparation of the ICAP and any actual allocations of indirect costs.	CY + 7 yrs	CY + 7 yrs	E, P	F	O, C	Finance
INTERNAL CONTROL ASSESSMENTS Records related to the preparation of the internal control assessment and associated corrective action plans.	CY + 7 yrs	CY + 7 yrs	E, P	F	O, C	Finance
IRS FORM W-9 Vendor Request for Taxpayer Identification Number and Certification forms.	Deactivated + 3 yrs	Deactivated + 3 yrs	E, P	F, L	O	Finance
MANDATED REIMBURSABLE CLAIMS (SB90) Records associated with claims to state for reimbursement of costs.	CL + 3 yrs	CL + 3 yrs	E, P	F	O, C	Finance
TIFIA REPORTING Documents require to comply with TIFIA loan such as monthly, quarterly and annual reports.	CL + 5 yrs	CL + 5 yrs	E, P	F	O, C	Finance
BENEFITS AND PAYROLL						
EMPLOYEE COMPENSATION & STATE REPORTS Reports to the State of California..	CY + 7 yrs	CY + 7 yrs	E, P	F, L	O, C	Finance
EMPLOYEE PAYROLL & BENEFIT CONTRIBUTIONS/DISTRIBUTIONS Records related to the payment of salaries and wages, including additions to and deductions from and actual monies contributed and disbursed.	Permanent	Permanent	E, P	F, L	O, C	Finance
EMPLOYEE PAYROLL FILE Records include, but are not limited to, hiring memo (insurance, pension, vesting, leaves, savings plans, correspondence explaining benefits plans); W-4 and DE4; direct deposit form, new hire enrollment forms, cell phone and auto allowance stipends, and memos/forms documenting employee payroll and payroll changes to the County.	T + 4 yrs	T + 4 yrs	E, P	F, L	O, C	Finance
I-9 FORMS - EMPLOYMENT ELIGIBILITY VERIFICATION Employment eligibility verification records.	T + 4 yrs	T + 4 yrs	E, P	F, L	O, C	Finance

Attachment: Records_Retention_Entire-Schedule_Clean (9118 : Revise Policy No. 10105 - Records Management and Retention Policy)

RECORDS RETENTION SCHEDULE

3.e

RETENTION CODES		RECORD MEDIUM		VALUE		
AU = Audit	CL = Closed/Completed	AV = Audio/Video Tape	C = Confidential			
CY = Current Year	FDA = Final Disposition of Asset	CD = Compact Disc	F = Financial			
FP = Final Payment	LOB = Life of Bond/Debt	E = Electronic	H = Historical			
MI = Measure I	NR = Not Required	P = Paper	L = Legal			
T = Termination	UC = Upon Completion		OP = Operational			
S = Superseded	CA = Contract Acceptance					
DATE: 12/07/2022				REVISION NO. 2		
RECORD CATEGORY NAME & DESCRIPTION	RETENTION PERIOD		RECORD MEDIUM	VALUE	ORIGINAL or COPY	OFFICE OF RECORDS
	Minimum	Maximum				
BENEFITS AND PAYROLL CONTINUED						
PENSION PLAN REPORT Records related to pension plans, pension valuations, actuarial reports, benefits statements, performance evaluation reports, etc.	CY + 7 yrs	CY + 7 yrs	E, P	F, L	O, C	Finance
PENSION SUMMARY INFORMATION Records related to cumulative years of service, total pension contributions, accrued benefits, pension plans vendor payment records, etc.	CY + 7 yrs	CY + 7 yrs	E, P	F, L	O, C	Finance
TIMESHEETS Employee timesheets and leave usage records.	CY + 7 yrs	CY + 7 yrs	E	F, L	O, C	Finance
HUMAN RESOURCES						
CLASSIFICATION & COMPENSATION STUDIES, Records related to classification and compensation studies.	CY + 5 yrs	CY + 5 yrs	E, P	F, OP	O, C	Management Services
EMPLOYEE ACCIDENT/INJURY Records related to on-the-job injury/illness, including OSHA reports (Form 300A, 301).	CY + 5 yrs	CY + 5 yrs	E, P	C, L	O, C	Management Services
EMPLOYEE MEDICAL RECORDS Employee medical records including, but not limited to, Family and Medical Leave Act, Americans with Disability Act, worker's compensation, employee assistance program, etc.	T + 5 yrs	T + 5 yrs	E, P	C, L	O, C	Management Services
EMPLOYEE MEDICAL RECORDS-HAZARD EXPOSURES Records pertaining to exposures to hazardous materials.	T + 30 yrs	T + 30 yrs	E, P	C, L	O, C	Management Services
EMPLOYMENT RELATED CLAIMS Records related to claims for unemployment benefits, unpaid wages, etc.	CL + 2 yrs	CL + 2 yrs	E, P	L	O, C	Management Services
EQUAL OPPORTUNITY COMPLAINTS Formal complaints of violation of Federal and State equal opportunity laws (EEOC, DFEH)	CL + 2 yrs	CL + 2 yrs	E, P	L	O, C	Management Services
HIRED PERSONNEL Records related to hired employees, including applications, resumes, job description, promotion, demotion, transfer, layoff, termination, etc.	T + 7 yrs	T + 7 yrs	E, P	C, L, OP	O, C	Management Services

Attachment: Records_Retention_Entire-Schedule_Clean (9118 : Revise Policy No. 10105 - Records Management and Retention Policy)

RECORDS RETENTION SCHEDULE

3.e

RETENTION CODES		RECORD MEDIUM		VALUE		
AU = Audit	CL = Closed/Completed	AV = Audio/Video Tape	C = Confidential			
CY = Current Year	FDA = Final Disposition of Asset	CD = Compact Disc	F = Financial			
FP = Final Payment	LOB = Life of Bond/Debt	E = Electronic	H = Historical			
MI = Measure I	NR = Not Required	P = Paper	L = Legal			
T = Termination	UC = Upon Completion		OP = Operational			
S = Superseded	CA = Contract Acceptance					
DATE: 12/07/2022				REVISION NO. 2		
RECORD CATEGORY NAME & DESCRIPTION	RETENTION PERIOD		RECORD MEDIUM	VALUE	ORIGINAL or COPY	OFFICE OF RECORDS
	Minimum	Maximum				
HUMAN RESOURCES CONTINUED						
HUMAN RESOURCES INVESTIGATIONS AND REPORTS Records documenting investigations.	T + 4 yrs	T + 4 yrs	E, P	C, L	O, C	Management Services
PERSONNEL RECRUITMENTS Records related to all SBCTA job postings/bulletins, applications, job descriptions, recruitment, interviews and testing.	CL + 5 yrs	CL + 5 yrs	E, P	C, L, OP	O, C	Management Services
TRAINING/EMPLOYEE DEVELOPMENT Records related to training programs and employee development (CPR, ethics, etc.).	CY + 5 yrs	CY + 5 yrs	E, P	OP	O, C	Management Services
WORKERS COMP. CLAIMS AND RELATED RECORDS Workers compensation claims for job-related injuries.	T + 4 yrs	T + 4 yrs	E, P	C, L	O, C	Management Services

Attachment: Records_Retention_Entire-Schedule_Clean (9118 : Revise Policy No. 10105 - Records Management and Retention Policy)

Minute Action

AGENDA ITEM: 4

Date: December 7, 2022

Subject:

2023 Board of Directors and Policy Committee Meeting Schedule

Recommendation:

Approve the 2023 Board of Directors and Policy Committee meeting schedules.

Background:

The San Bernardino County Transportation Authority's (SBCTA) proposed 2023 Master Meeting Calendar is presented to the Board for approval to develop meeting dates and times that work with the Board of Directors and Policy Committee members' schedules and where possible, avoid potential conflicts with other meetings, allowing for better member participation. The regular meeting of the Board of Directors is held the first (1st) Wednesday of each month at 10:00 AM. The proposed calendar conforms to the regular meeting schedule of the Board of Directors with the exception noted below:

- Mountain/Desert Committee – The regular meeting date is the 3rd Friday of each month at 9:30 AM in Victorville. The proposed calendar conforms to this schedule with two exceptions. Due to the City/County Conference, the May meeting will be cancelled or held in Lake Arrowhead, if necessary. Due to a conflict with Rosh Hashanah, it is recommended the September meeting date be moved to the 2nd Friday, September 8, 2023, at 9:30 AM.

Although a monthly schedule is adopted, it is acknowledged that when there are not sufficient business items to require a meeting, the meeting will be cancelled. It has also been the practice to modify the meeting date and time when the SBCTA Board meeting has been rescheduled due to conflicts with other meetings or holiday schedules. SBCTA staff, however, has been directed to make every effort to minimize deviation from the regular schedule to insure continuity of meetings and participation.

A 2023 meeting schedule is attached with proposed changes. The Board of Directors Metro Valley Study Session and all policy committees are dark in July. As a result, we will not schedule an August Board meeting unless absolutely critical. Committee members and staff are urged to calendar these meetings for the coming year. Advance confirmation of meetings or cancellation notices are part of SBCTA's standard procedures for meeting preparation.

The proposed 2023 Board of Directors dates are as follows:

Board of Directors

January 4, 2023	May 3, 2023	September 6, 2023
February 1, 2023	June 7, 2023	October 4, 2023
March 1, 2023	July 5, 2023	November 1, 2023
April 5, 2023	August 2, 2023 (DARK)	December 6, 2023

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

Board of Directors Agenda Item
December 7, 2022
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The proposed 2023 Policy Committee dates are as follows:

General Policy Committee

January 11, 2023	May 10, 2023	September 13, 2023
February 8, 2023	June 14, 2023	October 11, 2023
March 8, 2023	July 12, 2023 (DARK)	November 8, 2023
April 12, 2023	August 9, 2023	December 13, 2023

Legislative Policy Committee

January 11, 2023	May 10, 2023	September 13, 2023
February 8, 2023	June 14, 2023	October 11, 2023
March 8, 2023	July 12, 2023 (DARK)	November 8, 2023
April 12, 2023	August 9, 2023	December 13, 2023

Transit Committee

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

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

Metro Valley Study Session

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

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

Mountain/Desert Policy Committee

January 20, 2023	May 19, 2023*	September 8, 2023**
February 17, 2023	June 16, 2023	October 20, 2023
March 17, 2023	July 21, 2023 (Dark)	November 17, 2023
April 21, 2023	August 18, 2023	December 15, 2023

**This meeting will be cancelled or moved to Lake Arrowhead if needed.*

***This meeting will be moved to the second Friday due to conflict with Rosh Hashanah.*

Financial Impact:

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

Reviewed By:

The individual policy committee schedules were reviewed by the respective policy committees during the month of November.

Responsible Staff:

Marleana Roman, Clerk of the Board

Board of Directors Agenda Item
December 7, 2022
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Approved
Board of Directors
Date: December 7, 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 (8801 : 2023 Meeting Calendar)

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	9 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee	10	11 NACo Legislative Conference
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				

Attachment: 2023 Master Meeting Calendar (8801 : 2023 Meeting Calendar)

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

~ 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	9 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee	10	11
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	

Attachment: 2023 Master Meeting Calendar (8801 : 2023 Meeting Calendar)

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

~ 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						

Attachment: 2023 Master Meeting Calendar (8801 : 2023 Meeting Calendar)

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

~ 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		

Attachment: 2023 Master Meeting Calendar (8801 : 2023 Meeting Calendar)

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 (8801 : 2023 Meeting Calendar)

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					

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 (8801 : 2023 Meeting Calendar)

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 (8801 : 2023 Meeting Calendar)

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 (8801 : 2023 Meeting Calendar)

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	9 Transit Committee Metro Valley Study Session I-10/I-15 Joint Sub-Committee	10 Veteran's Day Holiday (Observed)	11 Veteran's Day Holiday
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 (8801 : 2023 Meeting Calendar)

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 (8801 : 2023 Meeting Calendar)

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: 5

Date: December 7, 2022

Subject:

US 395 Phase 2 Widening Project - Right-of-Way Appraisals and Offers

Recommendation:

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

- A. Authorize staff to complete appraisals of properties identified in Table A and to make offers of Just Compensation to the property owners for the acquisition of property necessary for the US 395 Phase 2 Widening Project (Project); and
- B. Authorize the Director of Project Delivery to add or remove parcels in Table A, as deemed necessary for the Project.

Background:

San Bernardino County Transportation Authority (SBCTA) is proceeding with the delivery of the US 395 Phase 2 Widening Project (Project). The acquisition of Temporary Construction Easements (TCE), and Partial Takes from 103 properties, which include 93 vacant, seven (7) commercial and three (3) residential properties, are required to construct and operate the Project.

In September 2022, a cooperative agreement was approved between SBCTA and California Department of Transportation (Caltrans), authorizing expenditures for Right-of-Way (ROW) and defining SBCTA's role as the lead agency for acquisition of ROW. Costs for ROW on this Project will be funded with Measure I and Federal funds. Environmental approval occurred in December 2009, and staff would like to proceed with appraisals. The anticipated property rights needed for the Project are listed in Table A below.

Table A: Anticipated Property Rights Needed

Assessor Parcel Number	Owner	Current Use	Right Needed
303-936-109	MPNR Properties, LCC	Vacant	Fee + TCE (If Required)
306-458-101	Poplar 35 LLC	Vacant	Fee + TCE (If Required)
306-454-108	Jue, Donald Living Trust 7/3/86	Vacant	Fee + TCE (If Required)
306-457-108	Victor Valley Community College	Vacant	Fee + TCE (If Required)
306-454-107	Jue Investment Partnership	Vacant	Fee + TCE (If Required)
306-440-103	Pipeline Petroleum Banning LLC	Vacant	Fee + TCE (If Required)
306-440-102	Main Hesperia LLC	Vacant	Fee + TCE (If Required)
306-440-101	Yucca Terrace Investors LLC	Vacant	Fee + TCE (If Required)
306-442-103	U. S. Cold Storage of California	Vacant	Fee + TCE (If Required)
306-442-101	U. S. Cold Storage of California	Vacant	Fee + TCE (If Required)
306-441-113	Bhatia Trust 11/9/05	Vacant	Fee + TCE (If Required)
306-441-114	Maloney Family Trust 5/16/17	Vacant	Fee + TCE (If Required)
306-441-115	Maloney Family Trust 5/16/17	Vacant	Fee + TCE (If Required)
313-637-102	395 Victorville LLC	Vacant	Fee + TCE (If Required)
313-635-101	Robidoux, Sylvia Living Trust	Vacant	Fee + TCE (If Required)
313-633-169	City of Victorville	Vacant	Fee + TCE (If Required)
313-633-170	City of Los Angeles	Transmission Lines	Fee + TCE (If Required)

Entity: San Bernardino County Transportation Authority

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313-628-102	Slough Family Trust 10/19/12	Vacant	Fee + TCE (If Required)
313-628-101	Slough Family Trust 10/19/12	Vacant	Fee + TCE (If Required)
307-156-111	Paine, Charles F. Trust	Vacant	Fee + TCE (If Required)
307-156-274	Chua, Helen	Vacant	Fee + TCE (If Required)
307-156-280	Kim, Bryan	Vacant	Fee + TCE (If Required)
307-155-101	Sycamore Properties	Vacant	Fee + TCE (If Required)
307-155-102	Sycamore Properties	Vacant	Fee + TCE (If Required)
307-151-107	Kashanian, Mansour J.	Vacant	Fee + TCE (If Required)
313-444-105	Dr. Prem Reddy Family Foundation	Vacant	Fee + TCE (If Required)
313-444-106	Dr. Prem Reddy Family Foundation	Vacant	Fee + TCE (If Required)
313-444-103	Prime A Investments LLC	Vacant	Fee + TCE (If Required)
313-434-101	Overland Opportunity Fund LLC	Vacant	Fee + TCE (If Required)
313-425-101	Overland Opportunity Fund LLC	Vacant	Fee + TCE (If Required)
313-413-101	Regwan Family Trust 7/7/20	Vacant	Fee + TCE (If Required)
309-644-107	Cothran Malibu LP	Vacant	Fee + TCE (If Required)
309-644-106	Cothran Malibu LP	Vacant	Fee + TCE (If Required)
309-644-105	Hafar Summer Q. (PL)	Vacant	Fee + TCE (If Required)
309-644-104	Hafar Summer Q. (PL)	Vacant	Fee + TCE (If Required)
309-644-103	Luna Village 2 LLC	Vacant	Fee + TCE (If Required)
309-643-107	395 Luna Property LLC	Vacant	Fee + TCE (If Required)
309-643-106	Maida Holding LLC	Commercial	Fee + TCE (If Required)
309-639-103	Tafa Investment Partnership	Vacant	Fee + TCE (If Required)
309-639-106	Sakahara Properties, LLC	Vacant	Fee + TCE (If Required)
309-638-107	Prime A Investments LLC	Vacant	Fee + TCE (If Required)
309-638-109	M L S Realtors Inc.	Vacant	Fee + TCE (If Required)
309-638-101	Vic Oxford Investments LLC	Vacant	Fee + TCE (If Required)
310-357-108	Dr. Prem Reddy Family Foundation	Vacant	Fee + TCE (If Required)
310-357-110	Dr. Prem Reddy Family Foundation	Vacant	Fee + TCE (If Required)
310-357-103	Dr. Prem Reddy Family Foundation	Vacant	Fee + TCE (If Required)
310-357-102	Femino, James J. & Due Living Trust 3/30/96	Vacant	Fee + TCE (If Required)
310-357-101	Palmdale Rd LLC	Commercial	Fee + TCE (If Required)
306-456-117	Anderson 2007 Trust	Vacant	Fee + TCE (If Required)
306-456-116	Tsai, Tsung-Chang	Vacant	Fee + TCE (If Required)
306-456-108	Tsai, Tsung-Chang	Vacant	Fee + TCE (If Required)
306-456-107	Hsieh, Jane	Vacant	Fee + TCE (If Required)
306-455-108	Hesperia Community Development	Commercial	Fee + TCE (If Required)
306-455-107	Hesperia Community Development	Commercial	Fee + TCE (If Required)
306-455-106	Hesperia Community Development	Commercial	Fee + TCE (If Required)
306-454-106	Jue, Donald Living Trust 7/3/86	Vacant	Fee + TCE (If Required)
306-454-105	YLC Investments LLC	Vacant	Fee + TCE (If Required)
306-453-108	Singh, Marcela Living Trust 3/3/10	Vacant	Fee + TCE (If Required)
306-440-110	Plaza Street Fund 167 LLC	Vacant	Fee + TCE (If Required)
306-440-106	Pipeline Petroleum Banning LLC	Vacant	Fee + TCE (If Required)
306-440-105	Pipeline Petroleum Banning LLC	Vacant	Fee + TCE (If Required)
306-440-104	Pipeline Petroleum Banning LLC	Vacant	Fee + TCE (If Required)

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306-440-103	Pipeline Petroleum Banning LLC	Vacant	Fee + TCE (If Required)
306-440-102	Main Hesperia LLC	Vacant	Fee + TCE (If Required)
306-440-101	Yucca Terrace Investors LLC	Vacant	Fee + TCE (If Required)
306-438-107	Jagroop Dhillon	Residential/Commercial	Fee + TCE (If Required)
306-438-105	Hanna, George & Nadida Rev Liv Tr	Vacant	Fee + TCE (If Required)
306-438-129	S & P Family Trust 6/1/96	Vacant	Fee + TCE (If Required)
306-438-101	La Bouef, Mark & Nellie Family Tr	SFR	Fee + TCE (If Required)
306-437-112	Sangha, Varinder Paul	Vacant	Fee + TCE (If Required)
306-437-111	Hazboon, Sidqi S. Trust	Commercial	Fee + TCE (If Required)
306-437-108	Lago Living Trust	Vacant	Fee + TCE (If Required)
306-437-106	Song, Daniel L.	Vacant	Fee + TCE (If Required)
313-627-103	Lee, Teresita	SFR	Fee + TCE (If Required)
313-625-106	TK Properties LLC	Vacant	Fee + TCE (If Required)
313-625-103	TK Properties LLC	Vacant	Fee + TCE (If Required)
313-625-102	Camp and Julia Second Family Limited	Vacant	Fee + TCE (If Required)
313-625-101	Shayan, Peiman	Vacant	Fee + TCE (If Required)
307-138-117	Prime A Investments LLC	Vacant	Fee + TCE (If Required)
307-138-118	Prime A Investments LLC	Vacant	Fee + TCE (If Required)
307-138-110	Tatarian, Vasken & Karen Family Tr	Vacant	Fee + TCE (If Required)
307-137-112	Sandoval, Abraham	Vacant	Fee + TCE (If Required)
307-137-111	Singh, Partap	Vacant	Fee + TCE (If Required)
307-137-110	Roh, Tae Sung Living Trust 1/8/16	SFR	Fee + TCE (If Required)
307-137-109	Wen, May Y	Vacant	Fee + TCE (If Required)
307-137-108	Chang, I-Hsin Tr	Vacant	Fee + TCE (If Required)
307-137-107	Morishita Living Trust 11/1/05	Vacant	Fee + TCE (If Required)
307-134-108	Huesing Holdings LLC	Vacant	Fee + TCE (If Required)
307-133-108	Saleeb Family Trust	Vacant	Fee + TCE (If Required)
313-412-135	S L A Victorville LLC	Vacant	Fee + TCE (If Required)
313-412-122	Unknown Owner (City of Victorville)	Vacant	Fee + TCE (If Required)
313-412-142	Shahin, Louis H Trust 6/9/94	Vacant	Fee + TCE (If Required)
313-411-102	Tsai, Windy	Vacant	Fee + TCE (If Required)
313-410-105	Vertigo Investments Group, LLC	Vacant	Fee + TCE (If Required)
313-410-102	Vertigo Investments Group, LLC	Vacant	Fee + TCE (If Required)
313-409-101	Tsai, Tsung Chang	Vacant	Fee + TCE (If Required)
309-637-104	Hong, Man Pyo & Kyung Ja Rev Tr	Vacant	Fee + TCE (If Required)
309-660-241	City of Victorville	Open Space Easement	Fee + TCE (If Required)
309-636-111	Frontier Land Holdings Inc.	Vacant	Fee + TCE (If Required)
309-636-104	395 Properties 26 LLC	Vacant	Fee + TCE (If Required)
309-636-112	Land of America 10/28/13	Check	Fee + TCE (If Required)
309-636-109	Guardian Commercial Real Estate LP	Vacant	Fee + TCE (If Required)
309-696-162	City of Victorville	Open Space Easement	Fee + TCE (If Required)

Upon completion of appraisals, Just Compensation will be offered to property owners of record, in an amount not less than the appraised value of the property rights required for Project implementation. Staff will make diligent efforts to reach settlements with affected property owners. Per the terms of the cooperative agreement, in the event that settlement agreements

San Bernardino County Transportation Authority

Board of Directors Agenda Item

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cannot be reached with property owners, as the lead for eminent domain, the SBCTA Board of Directors will conduct Resolutions of Necessity (RON) hearings to consider adoption of RONs as necessary.

As the final design progresses, the property rights needed and properties listed in Table A could slightly change. For the purposes of streamlining the ROW process, and in order to meet the Project schedule, staff recommends the Director of Project Delivery be authorized to make changes to Table A, provided the properties are environmentally cleared. Any changes will be presented at a future meeting of the Board of Directors Metro Valley Study Session as an informational item.

The anticipated property rights needed currently consist of sliver fee acquisitions and TCEs needed to construct, operate, and maintain the Project.

Financial Impact:

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

Reviewed By:

This item was reviewed and recommended for approval (6-0-1; abstained Cook) with a quorum of the Board present by the Mountain/Desert Policy Committee on November 18, 2022.

Responsible Staff:

Kristi Harris, Construction Manager

Approved
Board of Directors
Date: December 7, 2022

Witnessed By:

Minute Action

AGENDA ITEM: 6

Date: December 7, 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).

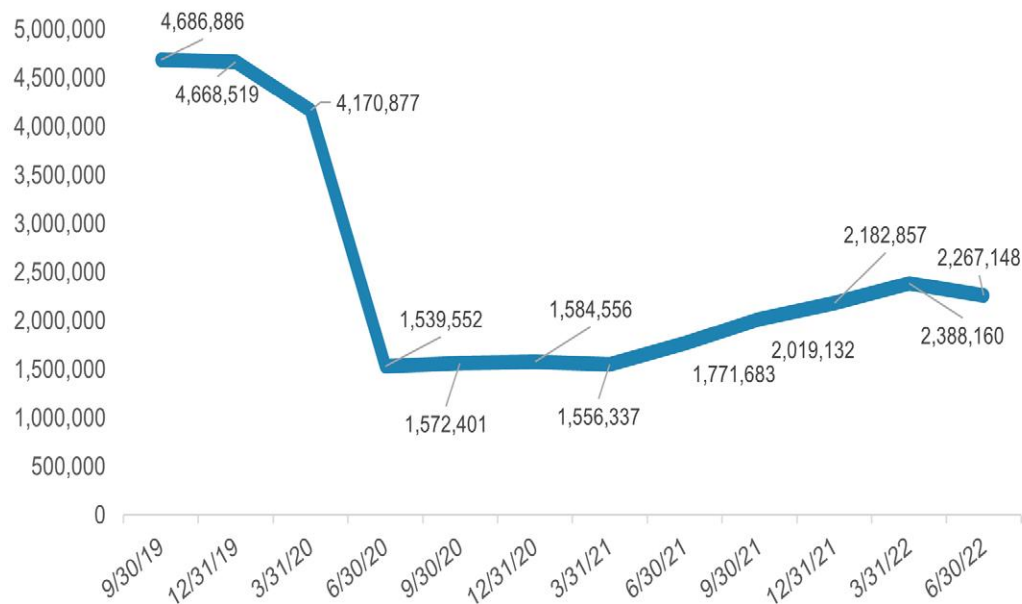
The primary source of data used in the Report is from TransTrack. TransTrack is a county-wide transit performance software that the San Bernardino County (County) transit operators, except SCRRA, use to provide operations and financial data on a monthly basis. This allows SBCTA to pull data reports independently 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.

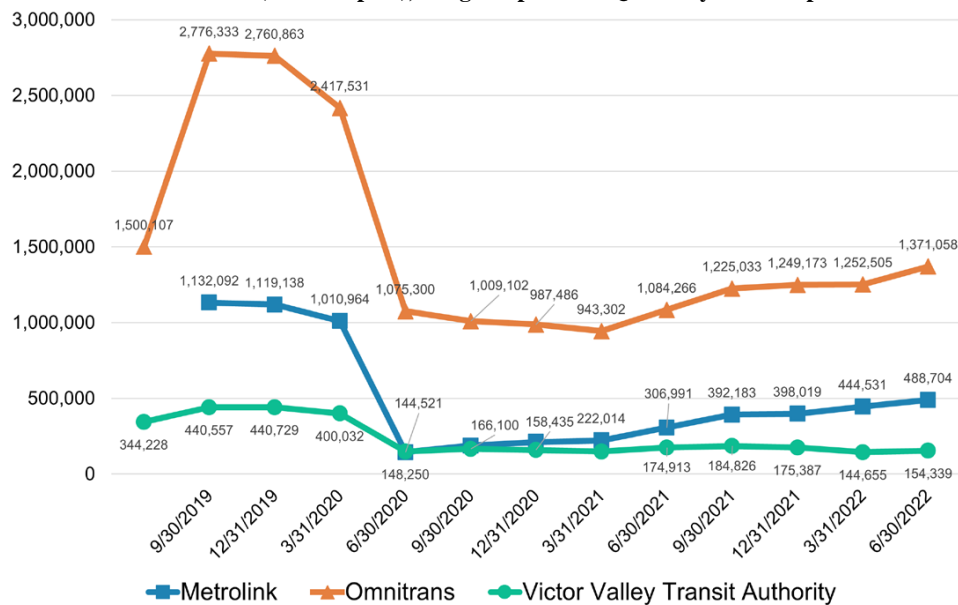
Entity: San Bernardino County Transportation Authority

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



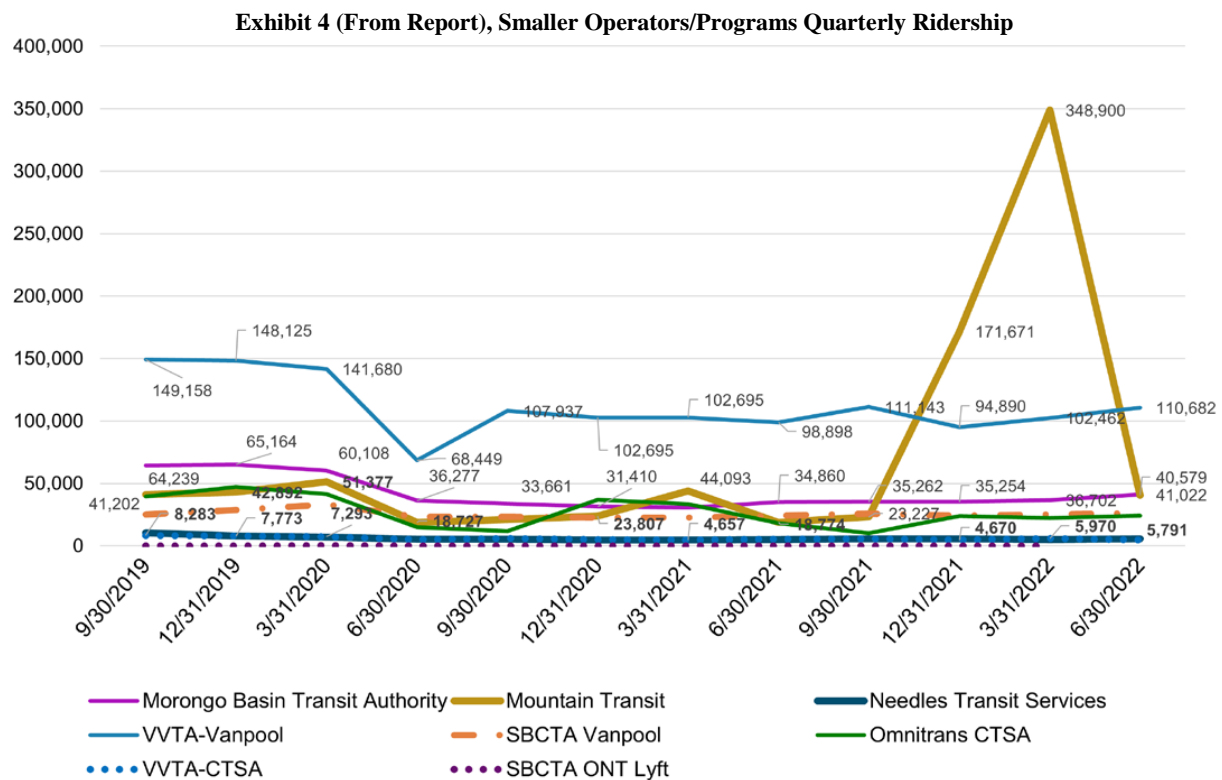
The large operators, Metrolink, Omnitrans and VVTA saw steady growth during this time period (Exhibit 3). Omnitrans trips grew 2% over the prior quarter to 1.37 million trips. Metrolink ridership climbed to over 488,000 trips provided on its two lines to San Bernardino (SB and Inland Empire - Orange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



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 was reviewed and unanimously recommended for approval by the Transit Committee on November 10, 2022.

Responsible Staff:

Nancy Strickert, Transit Manager

Approved
Board of Directors
Date: December 7, 2022

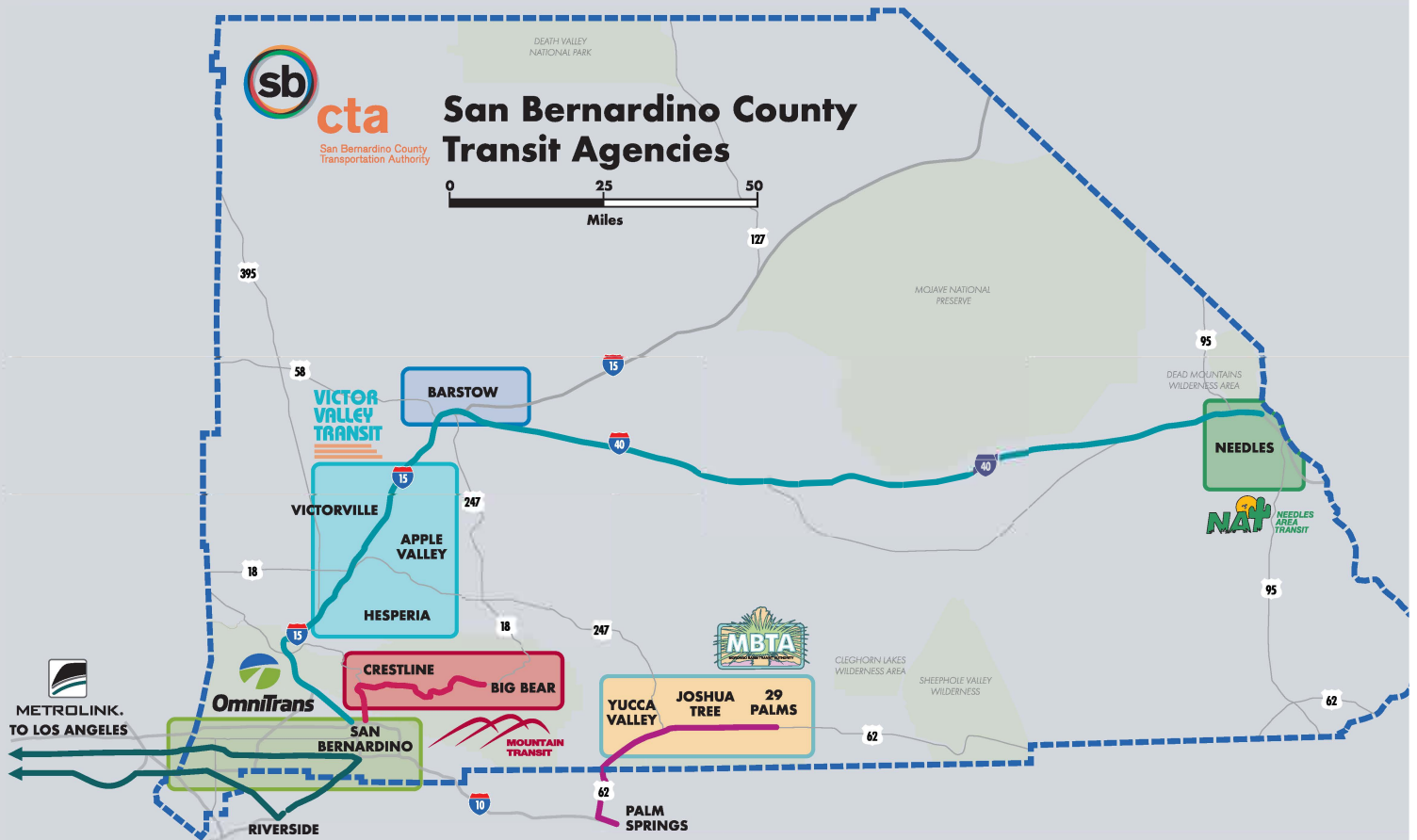
Witnessed By:



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.

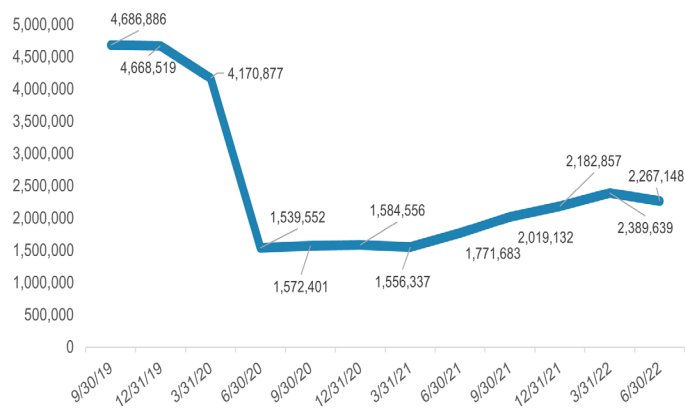
SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT

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



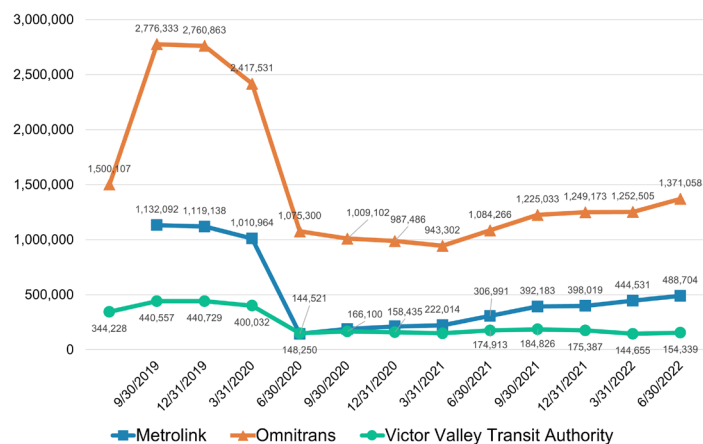
All other operators saw ridership continue to climb, or in the case of VVTA, saw ridership growth return after two quarters of ridership loss. Individual operator experiences are reported on in the following pages.

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

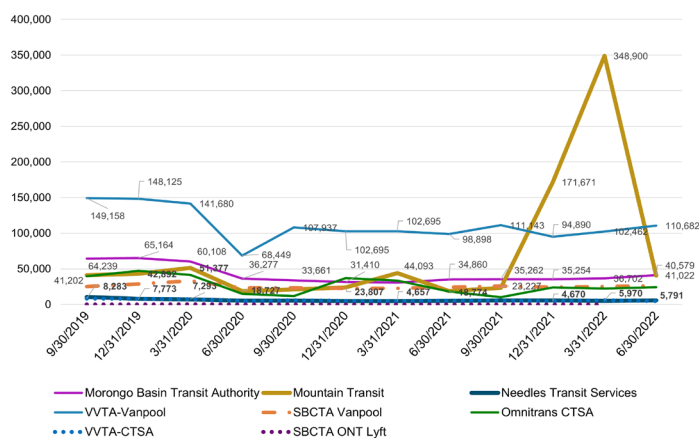
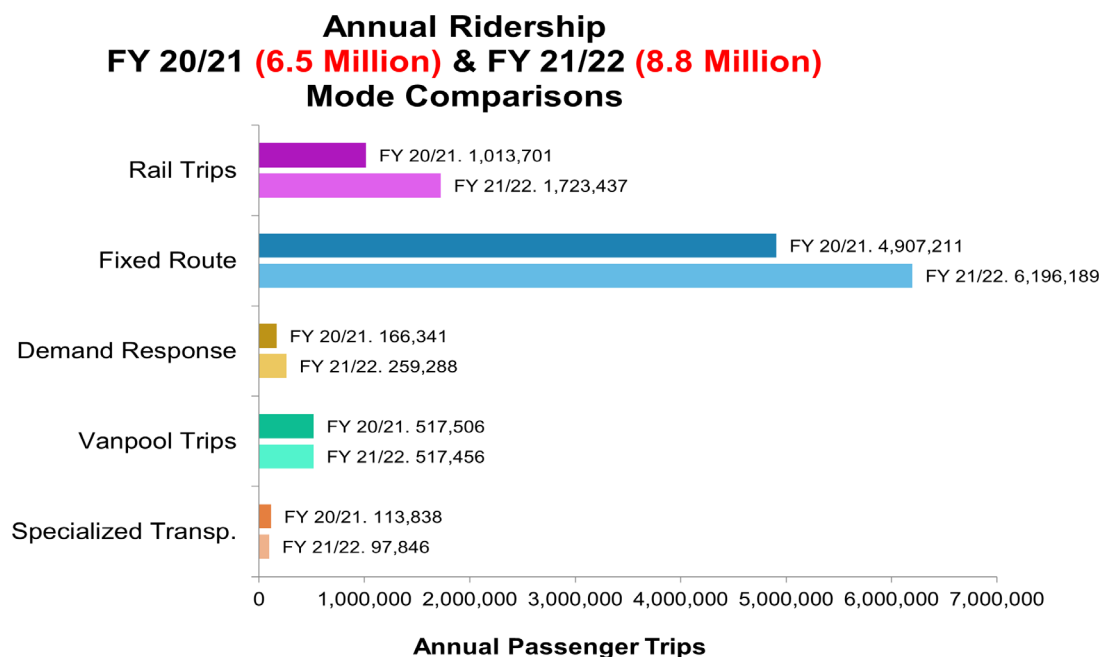


Exhibit 5, Annual Ridership by Mode, FY 20/21 and FY 21/22



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

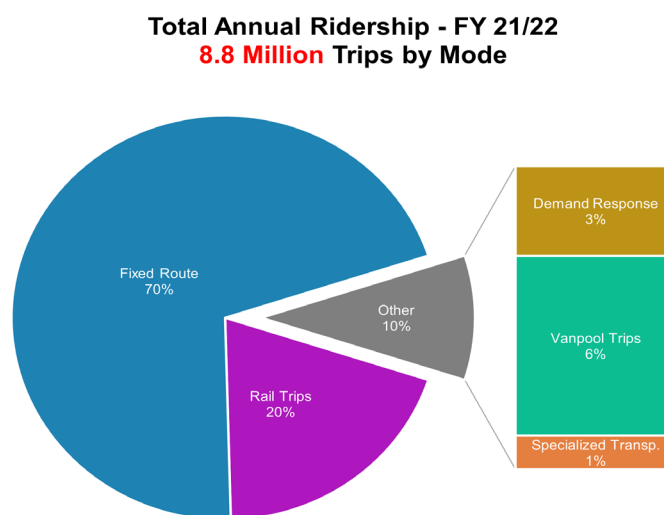
Together, San Bernardino County's multimodal operators provided 8.8 million transit trips during FY 21/22, a 35% increase over the prior year (Exhibits 5 and 6). This growth represents students returning to school, workers to offices and community members traveling for more than essential trips during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



SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT

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

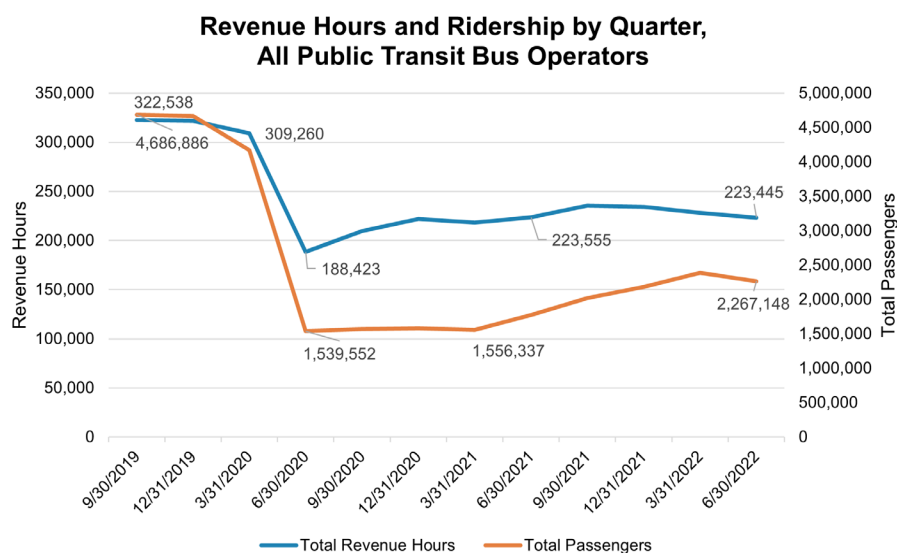


Exhibit 8, Larger Operators' Quarterly Revenue Hours

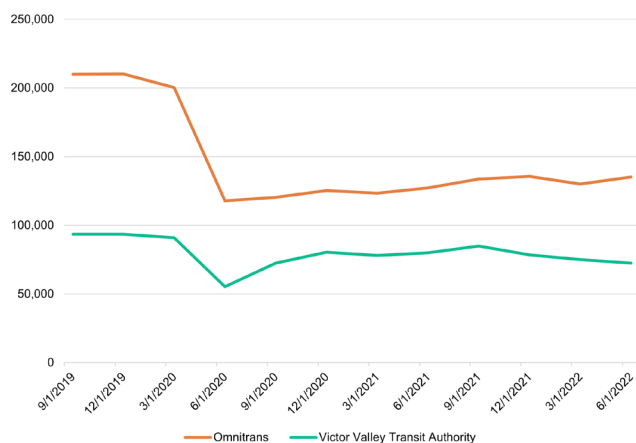
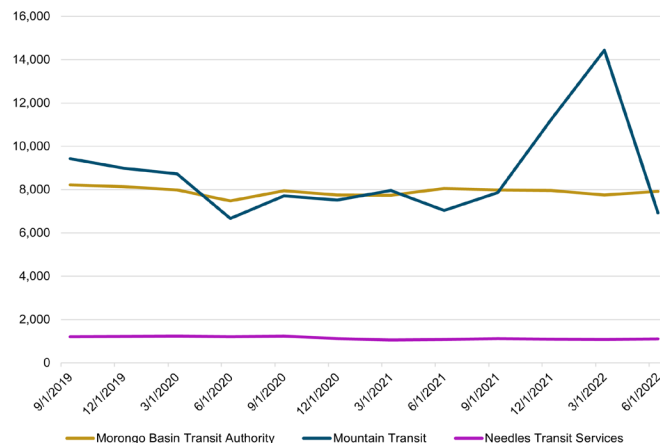


Exhibit 9, Smaller Operators' Quarterly Revenue Hours



SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT

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



Metrolink ⇌ ONT

ONT CONNECT is your **FREE & EASY** ride to the airport when you connect from Metrolink or Omnitrans at Cucamonga Station

ONT CONNECT is shown as a green and white shuttle bus with the Omnitrans logo. It is powered by **sb** (San Bernardino County Transportation Authority) and **cta** (Cucamonga Transit Authority).

For more information, visit: omnitrans.org/omniconnect-shuttle-services

Logos at the bottom: METROLINK, CUCAMONGA STATION, and Omnitrans.



Heading to San Bernardino County offices or courts? Your trip just got easier!

Take Arrow, Metrolink or Omnitrans to the San Bernardino Transit Center and catch **SB CONNECT** for a quick, direct ride to County offices and courts.

SB CONNECT runs Mon thru Fri and meets every Arrow train for a safe, easy, no-wait transfer.

And it's **free** with your Arrow or Metrolink ticket or any Omnitrans pass.

SB CONNECT is shown as a green and white shuttle bus with the Omnitrans logo. It is powered by **sb** (San Bernardino County Transportation Authority) and **cta** (Cucamonga Transit Authority).

Plan your entire trip with the Transit App or Google Maps or visit omnitrans.org/omniconnect-shuttle-services for more info.

Logos at the bottom: METROLINK, Arrow, and Omnitrans.

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

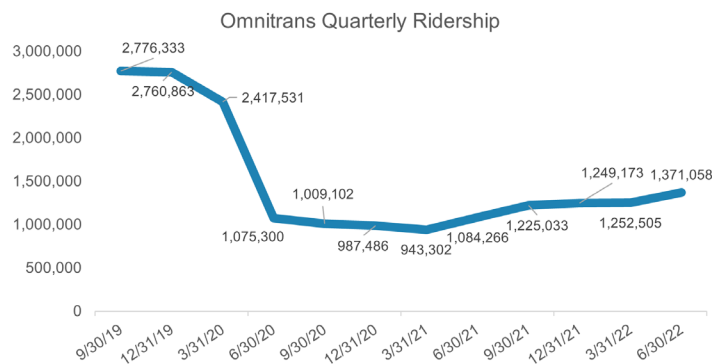


SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators



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.

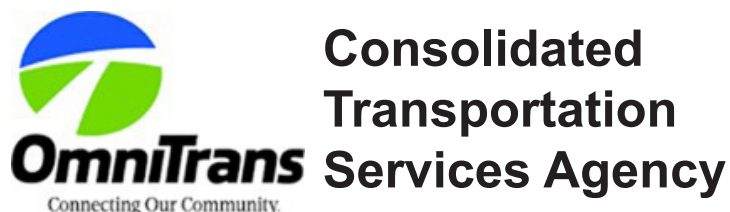


Performance¹

	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.

SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators

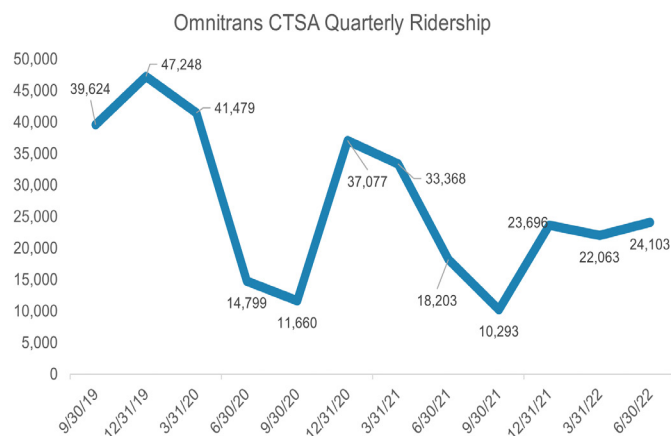


Commentary and Trends

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%
Anthesis	4,376	5,263	20%
Lutheran Social Services	518	340	-34%
City of Grand Terrace	1,003	1,464	46%
City of Redlands	219	190	-13%
AgingNext (formerly Community Senior Services)	3,894	3,569	-8%
OPARC	3,414	3,221	-6%
City of Chino	1,567	1,954	25%
Highland Senior Center	469	1,292	175%
Loma Linda University Adult Day Health	2,350	1,671	-29%

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

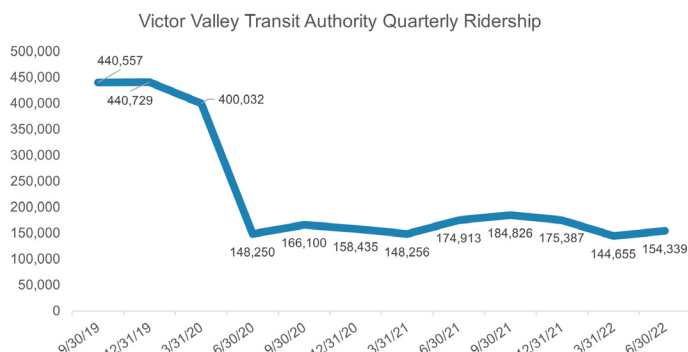
** Uber Ride launched in February 2022 to select cities within Omnitrans' service area as part of a pilot program.



SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators

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

¹ Extracted from TransTrack Manager Quarterly Scorecard during September 2022.



Consolidated Transportation Services Agency

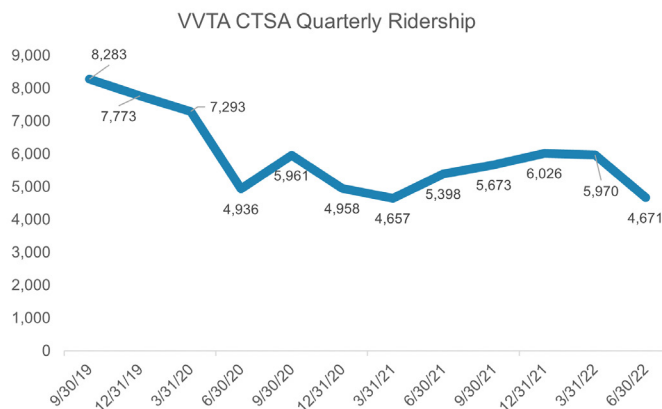
SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators

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

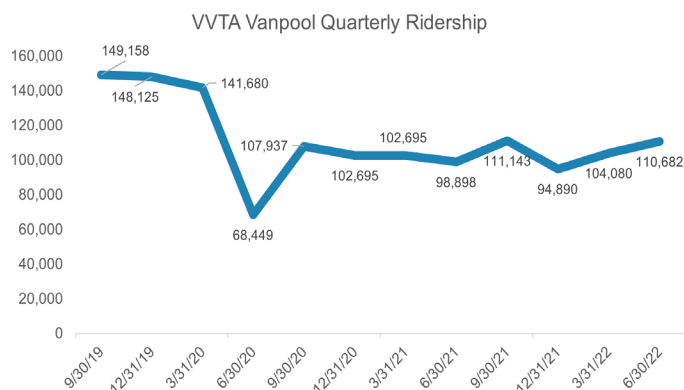
	3rd Quarter (Jan-Feb-Mar)	4th Quarter (Apr-May-Jun)	
	Prior Quarter FY 21/22	Current Year FY 21/22	% change from 3rd Quarter
TOTAL TRIPS	5,970	4,671	-22%
TRIP Program	3,144	3,010	-4%
Nonprofit Providers	814	936	15%
<i>Foothill AIDS Project</i>	312	299	-4%
<i>Abundant Living Church</i>	428	561	31%
<i>Trona 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

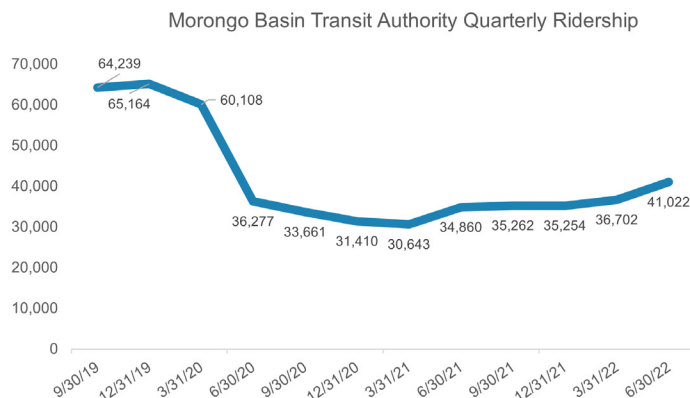
	3rd Quarter (Jan-Feb-Mar)	4th Quarter (Apr-May-Jun)	
	Prior Quarter FY 21/22	Current Year FY 21/22	% change from 3rd Quarter
Performance			
Number of Vanpools	179	173	-3%
Revenue Miles	1,170,263.00	1,206,189	3%
Revenue Hours	29,000.00	25,370	-13%
Unlinked Passenger Trips	104,080	110,682	6%
Passenger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

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



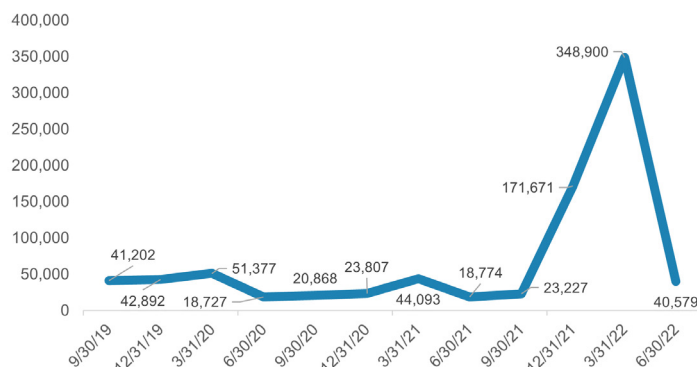
Commentary and Trends

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.

Mountain Transit Quarterly Ridership



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.

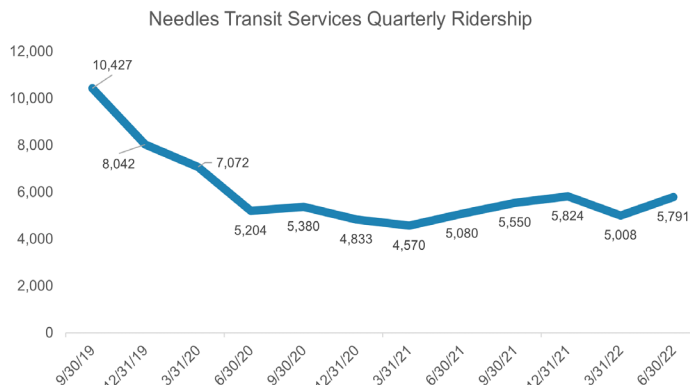


Needles Transit Services

SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators

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.

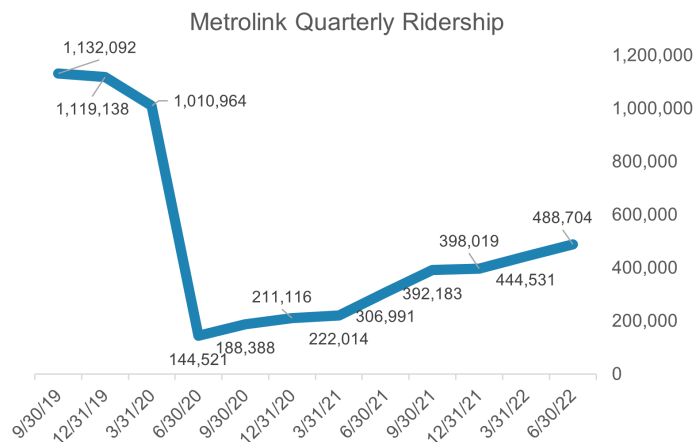
METROLINK.


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.



cta

San Bernardino County
Transportation Authority

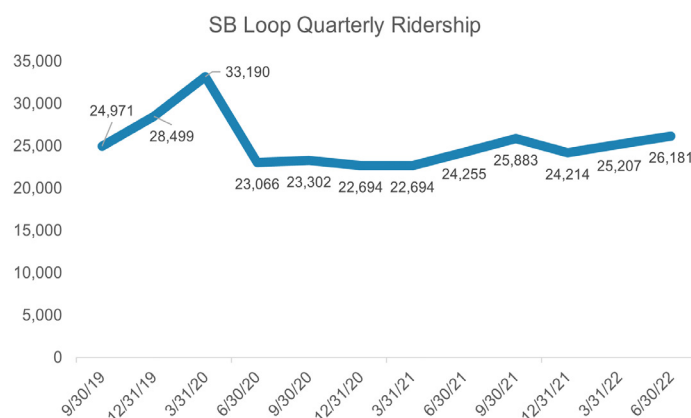


Commentary and Trends SB Loop

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	% 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%

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FY 2021/2022 Fourth Quarter Multimodal Transportation Quarterly Update

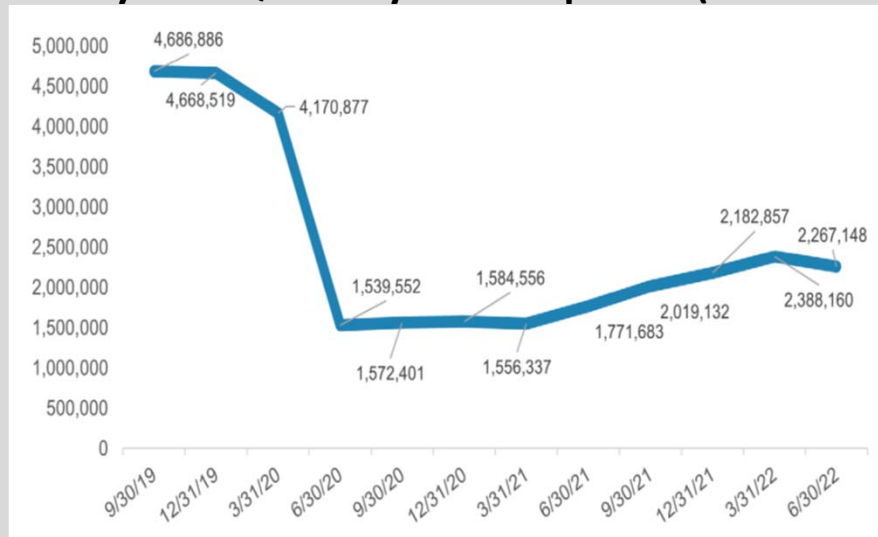
Nancy Strickert
Transit Manager



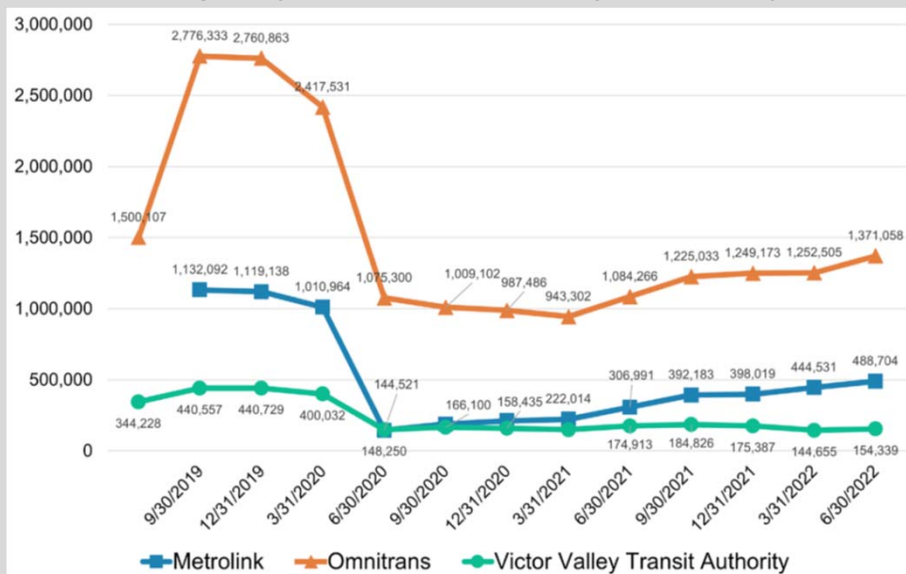
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San Bernardino County
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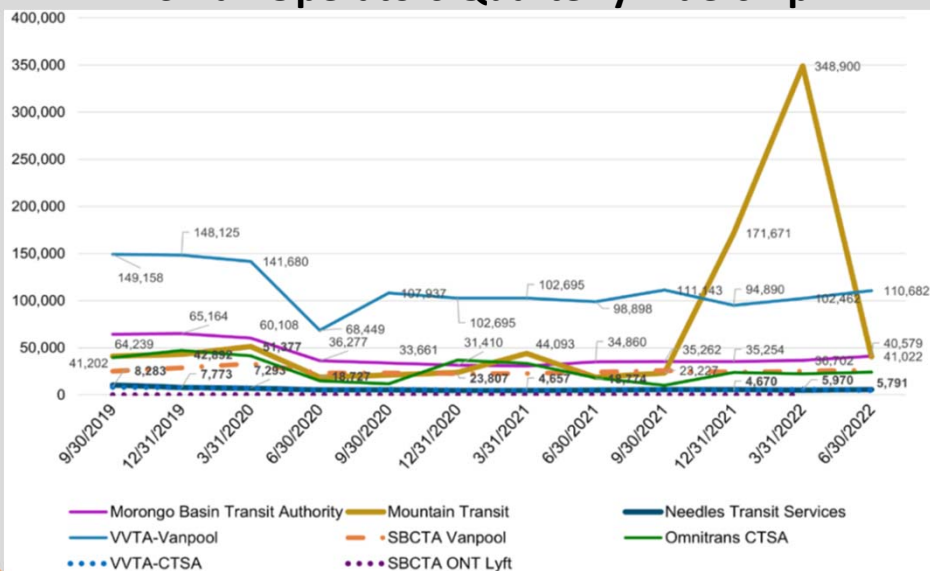
Countywide Quarterly Ridership Total (All Modes)



Large Operators Quarterly Ridership



Small Operators Quarterly Ridership



Recent Initiatives

OmniConnect First/Last Mile Shuttle Services




Powered by
 
 San Bernardino County Transportation Authority

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

VICTOR VALLEY TRANSIT

*MTA/Connector Services not included in this promotion



Minute Action

AGENDA ITEM: 7

Date: December 7, 2022

Subject:

Award for On-Call Transit and Rail Services Contracts

Recommendation:

That 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.

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

Entity: San Bernardino County Transportation Authority

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 (4) proposals responsive, and on May 2, 2022, the Evaluation Committee members, which consisted of five (5) 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, and 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 was reviewed and unanimously recommended for approval by the Transit Committee on November 10, 2022. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft agreements.

Responsible Staff:

Victor Lopez, Director of Transit & Rail Programs

Approved
Board of Directors
Date: December 7, 2022

Witnessed By:

Contract Summary Sheet

7.a

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: 12/07/2022 Board Item # 9122

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: 12/07/2022 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	6,666,666.67		-
GL								-		-
GL								-		-
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 (9122 : 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: _____

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 PDF (9122 : 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 (9122 : 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 (9122 : 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	\$ 116
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

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

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		

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

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		

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		

EXHIBIT "B" Contract No. 22-1002744 - Transit and Rail On-call Services POSITION (Monument ROW, Inc.)	FULLY BURDENED RATE RANGE	
	LOW	HIGH
<i>Right-of-Way - Acquisition, Appraisals</i>		
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
<i>Added Classifications</i>		
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

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		

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

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

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 (9122 : 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
<i>Geotechnical - Preliminary and Final Reports, Testing, Exploration, Construction</i>		
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
<i>Administration - Support for all Classifications</i>		
Senior Administrative Assistant		
Administrative Assistant		
Document Control Systems Manager		
Document Control Specialist		
Project Administrator (Twining, Inc. _ Molly Vongpramai)	\$ 67	\$ 133
Contract Administrator		
<i>Quality Control/Quality Assurance - Support for all Classifications</i>		
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

<i>Added Classifications</i>		

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

Contract Summary Sheet

7.d

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: 12/07/2022 Board Item # 9122

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: 12/07/2022 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	\$	6,666,666.67	\$	-
GL:	MULT	30	MULT	MULT	MULTI	MULTIPLE		MULTI SOURCES		6,666,666.67		-
GL:										-		-
GL:										-		-
GL:										-		-
GL:										-		-
GL:										-		-
GL:										-		-
GL:										-		-
GL:										-		-
GL:										-		-
GL:										-		-
GL:										-		-
GL:										-		-
GL:										-		-

Victor Lopz

Project Manager (Print Name)

Victor Lopez

Task Manager (Print Name)

Additional Notes:

Attachment: 23-1002904 Mott MacDonald - CSS (9122 : 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

Date: _____

By: _____
Art Bishop
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

CONCURRENCE

By: _____
Shaneka Morris
Procurement Manager

Date: _____

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 PDF (9122 : 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

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
Engineering - Conceptual, Planning, PS&E, Construction Support, Security Systems, Systems & Communications, MOW, MOE		
Managing Engineer	\$ 375	\$ 485
Principal Engineer	\$ 300	\$ 375
Senior Engineer	\$ 175	\$ 350
Engineer	\$ 160	\$ 225
Engineering - Rolling Stock, Signals and Communications		
Managing Engineer	\$ 375	\$ 495
Principal Engineer	\$ 300	\$ 385
Senior Engineer	\$ 185	\$ 350
Engineer	\$ 165	\$ 225
Construction Management - Resident Engineer, Testing, Project Control, Inspections		
Construction Manager	\$ 265	\$ 475
Resident Engineer	\$ 195	\$ 345
Office Engineer	\$ 183	\$ 265
Inspector	\$ 175	\$ 345
Safety and Security	\$ 175	\$ 285
Field Supervisor	\$ 155	\$ 309
Surveying - Design, R/W, Construction, Mapping, R/W Acquisition		
Office Surveyor	\$ 245	\$ 385
Party Chief - (Prevailing wage)	\$ 198	\$ 275
Rodman/Chainman - (Prevailing wage)	\$ 184	\$ 225
Instrument Person - (Prevailing wage)	\$ 186	\$ 225
Right-of-Way - Acquisition, Appraisals/Utilities		
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 (9122 : 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 (9122 : Award for On-Call Transit and Rail Services)

Contract No:	<u>23-1002905</u>	Amendment No.:	<u>N/A</u>
Contract Class:	<u>Payable</u>	Department:	<u>Transit</u>
Vendor No.:	<u>03162</u>	Vendor Name:	<u>Railpros, Inc.</u>
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

Board of Directors	Date:	12/07/2022	Board	Item #	9122
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Other Contracts	Sole Source?	No	No Budget Adjustment
Federal/State/Local	Professional Services (Non-A&E)		N/A

Estimated Start Date: 12/07/2022 Expiration Date: 12/31/2027 Revised Expiration Date:

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

[illegible]

Victor Lopez

Task Manager (Print Name)

Additional Notes:

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: _____

CONCURRENCE

By: _____
Shaneka Morris
Procurement Manager

Date: _____

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 PDF (9122 : Award for On-Call Transit and Rail Services)

PRIME CONSULTANT

RAILPROS, INC.

DRAFT

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (9122 : Award for On-Call Transit and Rail Services)

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	\$ 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
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, Title VI		
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 (9122 : 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
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	\$ 360.00	\$ 450.00
Principal Engineer	\$ 320.00	\$ 410.00
Senior Engineer	\$ 230.00	\$ 300.00
Engineer	\$ 200.00	\$ 260.00
Engineering - Rolling Stock, Signals and Communications		
Managing Engineer	\$ 280.00	\$ 360.00
Principal Engineer	\$ 250.00	\$ 320.00
Senior Engineer	\$ 170.00	\$ 230.00
Engineer	\$ 120.00	\$ 160.00
Construction Management - Resident Engineer, Testing, Project Control, Inspections		
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
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 (9122 : 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 (9122 : 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
* Rates may be adjusted annually based on contract requirements * Field overhead rates will be applied for field personnel of assignments 6 months or more.		
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

SUBCONSULTANT

HNTB

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Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (9122 : 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, FTA, FTA		
Principal Transit Planner		
Senior Transit Planner	\$ 314.45	\$ 377.34
Transit Planner		
Transit Analyst		

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (9122 : 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 (9122 : 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		
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		

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (9122 : 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)		
* Rates may be adjusted annually based on contract requirements * Field overhead rates will be applied for field personnel		
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 (9122 : Award for On-Call Transit and Rail Services)

SUBCONSULTANT
ANIL VERMA ASSOCIATES

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Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (9122 : 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	\$ 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		
Planning - Capital Improvements, Studies, Operational Analyses, Land Use, Transit Development		
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		
Transit Planning - Capital Improvements, Studies, Operational Analyses, FTA, Land Use, Transit Plans, TDA		
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 (9122 : 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 (9122 : 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		
<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	\$ 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
<i>Administration - Support for all Classifications</i>		
Senior Administrative Assistant		
Administrative Assistant		
Document Control Systems Manager		
Document Control Specialist	\$ 135.56	\$ 176.22

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (9122 : 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

SUBCONSULTANT

C-BELOW

DRAFT

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (9122 : 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 (9122 : 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		
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		

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (9122 : 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		
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		
Administrative Support	\$ 70.14	\$ 84.17
Document Control Systems Manager		
Document Control Specialist		

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (9122 : 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)		
* Rates may be adjusted annually based on contract requirements * Field overhead rates will be applied for field personnel		
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 (9122 : Award for On-Call Transit and Rail Services)

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EARTH MECHANICS

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Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (9122 : 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		
Planner		
Planning Analyst		
Planning Specialist		
Modeler		
GIS Technician		
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		
Operational Modeler		

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (9122 : 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 (9122 : 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 (9122 : 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 (9122 : Award for On-Call Transit and Rail Services)

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Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (9122 : 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	\$ 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		
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, Title VI		
Principal Transit Planner		
Senior Transit Planner		
Transit Planner		
Transit Analyst		
Transit Specialist		
Operational Modeler		

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (9122 : 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 (9122 : 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 (9122 : 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

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Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (9122 : Award for On-Call Transit and Rail Services)

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

POSITION	FULLY BURDENED 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	\$ 163.80	\$ 1
Intern		
Planning - Capital Improvements, Studies, Operational Analyses, Land Use, Transit Development		
Principal Planner		
Senior Planner	\$ 221.93	\$ 2
Planner	\$ 93.07	\$ 1
Planning Analyst		
Planning Specialist	\$ 101.41	\$ 1
Modeler		
GIS Technician	\$ 142.89	\$ 1
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 (9122 : Award for On-Call Transit and Rail Services)

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

POSITION	FULLY BURDENED RANGE	
	LOW	HIGH
Operational Modeler		
Financial Analyst		
Environmental - NEPA, CEQA, Studies, Mitigation, Permitting		
Principal Environmental Planner	\$ 198.64	\$ 223.60
Senior Environmental Planner	\$ 183.27	\$ 223.60
Environmental Planner	\$ 111.68	\$ 122.55
Environmental Analyst	\$ 229.08	\$ 223.60
Environmental Specialist	\$ 252.72	\$ 300.00
Senior Biologist	\$ 198.20	\$ 223.60
Biologist	\$ 122.55	\$ 122.55
Scientist	\$ 223.60	\$ 223.60
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 (9122 : 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 (9122 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services		
POSITION	FULLY BURDENED RANGE	
	LOW	HIGH
<i>Quality Control/Quality Assurance - Support for all Classifications</i>		
Quality Control/Assurance (Manager, Administrator)		

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

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Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (9122 : Award for On-Call Transit and Rail Services)

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Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (9122 : 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		
Planner		
Planning Analyst		
Planning Specialist		
Modeler		
GIS Technician		
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		
Operational Modeler		

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (9122 : 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 (9122 : 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 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		
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 (9122 : 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

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Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (9122 : 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	\$ 42.75	\$ 51.30
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, Title VI		
Principal Transit Planner		
Senior Transit Planner		
Transit Planner		
Transit Analyst		
Transit Specialist		
Operational Modeler		

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (9122 : 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 (9122 : 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 (9122 : Award for On-Call Transit and Rail Services)

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Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (9122 : Award for On-Call Transit and Rail Services)

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Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (9122 : 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	\$ 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		
Planning - Capital Improvements, Studies, Operational Analyses, Land Use, Transit Development		
Principal Planner		
Senior Planner		
Planner		
Planning Analyst		
Planning Specialist		
Modeler		
GIS Technician	\$ 103.50	\$ 124.20
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		
Operational Modeler		

Attachment: Exhibit B 23-1002905 RailPros Rate Sheet (9122 : Award for On-Call Transit and Rail Services)

Contract No. 22-1002744 - Transit and Rail On-call Services		
POSITION	FULLY BURDENED RATE	
	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 (9122 : 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 (9122 : 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 (9122 : Award for On-Call Transit and Rail Services)

Minute Action

AGENDA ITEM: 8

Date: December 7, 2022

Subject:

Funding Memorandum of Understanding with San Bernardino County for Development of Smart County Master Plan

Recommendation:

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

A. Approve Memorandum of Understanding No. 23-1002896 between SBCTA and San Bernardino County for the development of a Smart County Master Plan in a receivable amount not-to-exceed \$1,000,000.

Acting as the San Bernardino Associated Governments, known as the San Bernardino Council of Governments (SBCOG):

B. Approve an amendment increasing the SBCOG Fiscal Year 2022/2023 budget by \$100,000 to cover expenses expected to be incurred in connection with the Smart County Master Plan during the remainder of the Fiscal Year and to be paid by funds received from San Bernardino County.

Acting as both SBCTA and SBCOG:

C. Approve an extension of the term of the Emerging Technology Ad Hoc Committee through December 31, 2023.

Background:

The Emerging Technology Ad Hoc Committee (Committee), consisting of appointed San Bernardino County Transportation Authority (SBCTA) / San Bernardino Council of Governments (SBCOG) Board members, is interested in the evaluation and deployment of what are traditionally known as “Smart City” technologies, but in this case being thought about at a countywide scale. The purpose is to provide benefits, consistency, and potential economies of scale across all San Bernardino County jurisdictions. This will include the 24 cities and County of San Bernardino (County).

An initial step in the deployment of technology to facilitate smart county initiatives is the development of a Smart County Master Plan (Master Plan). The Master Plan would define and evaluate a broad spectrum of technology components/initiatives, educate local decision-makers on Smart City/County components and system benefits, as well as identify the planning, development and implementation tasks necessary for a Smart County strategy. The Master Plan will be used as a roadmap for implementation in a phased approach as funding becomes available to support the Smart County initiative. It would also establish the framework for securing discretionary funding from State and Federal programs to support implementation. Two primary deliverables are envisioned in the development of the Master Plan:

- Smart County Early Action Plan
- Smart County Master Plan

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

Participation in the development of the Master Plan and any subsequent initiatives would be voluntary, but should be of substantial interest and value to local jurisdictions going forward.

The cost of development of the Smart County Master Plan is \$1.25 million. The County has received Board of Supervisors approval to contribute \$1 million in funding for this project while SBCTA has allocated \$500,000 in Measure I Valley Traffic Management Systems funds for the transportation portion of the estimated cost and a transportation-related contingency.

On September 7, 2022, the SBCTA Board approved Contract No. 22-1002761 to be awarded to Iteris, Inc., for an amount not-to-exceed \$2.5 million, which includes up to \$1.25 million for the delivery of a Master Plan. It was recommended that Notice-to-Proceed for the Master Plan task not be issued to the consultant until the funding from the County has been secured or an alternate source of funds identified. The Memorandum of Understanding (MOU) for which approval is requested will serve as the instrument to allow the transfer of funds to SBCTA. Staff recommends approval of MOU No. 23-1002896 with the County in order to proceed with the Master Plan task. The MOU provides that SBCTA will be paid on a reimbursement basis. The MOU provides for up to \$100,000 out of the \$1 million County contribution for SBCTA and SBCOG staff to manage the development of the Master Plan.

This item also would approve an extension of the term of the Committee from December 31, 2022, to December 31, 2023. The Committee was established by the SBCTA Board of Directors on October 6, 2021, and is comprised of Board members appointed by the Board President. The reason for the extension request is due to the time required to develop and execute the MOU with the County to provide the additional funding for the Master Plan.

In addition, SBCOG will be reaching out to local agency administration staff to form a working group of Information Technology staff for the duration of the Master Plan task. This group will provide direction, feedback, and a critical eye for the initiatives to be developed as a part of the plan.

Financial Impact:

This item is not consistent with the Fiscal Year 2022/2023 Budget under Fund 6001, Task No. 0501. A Budget amendment of \$100,000 is recommended. The funding for the consultant services is included in the adopted Fiscal Year 2022/2023 Budget.

Reviewed By:

This item was reviewed and unanimously approved by the General Policy Committee on November 9, 2022. SBCTA General Counsel and Risk Manager have reviewed this item and the draft Memorandum of Understanding.

Responsible Staff:

Monique Reza-Arellano, Council of Governments and Equity Programs Manager

Approved
Board of Directors
Date: December 7, 2022

Witnessed By:

Contract Summary Sheet

8.a

General Contract Information

Contract No: 23-1002896 Amendment No.: _____
 Contract Class: Receivable Department: Planning
 Customer ID: SB CO Customer Name: San Bernardino County
 Description: Funding MOU for the Smart County Master Plan
 List Any Accounts Payable Related Contract Nos.: 22-1002761

Dollar Amount							
Original Contract		\$	1,000,000.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	1,000,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	1,000,000.00

Contract Authorization

Board of Directors Date: 12/07/2022 Board Item # 9114

Contract Management (Internal Purposes Only)

Local

Funding Agreement

Accounts Receivable																																																																																																	
Total Contract Funding:		\$ 1,000,000.00				Funding Agreement No:		23-1002896																																																																																									
Beginning POP Date:		12/01/2022			Ending POP Date:		12/31/2025			Final Billing Date:		N/A																																																																																					
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Monique Reza-Arellano

Steve Smith

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes: Fund 6001 for \$100k pertains to staff time associated with development of the SCMP.
 Contract 23-1002896, PM Description: Smart County Master Plan - County Contribution

Attachment: CSS_23-1002896 (9114 : Funding MOU with San Bernardino County for SCMP)

CONTRACT 23-1002896**MEMORANDUM OF UNDERSTANDING****BETWEEN THE****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND SAN BERNARDINO COUNTY****FOR DELIVERY OF THE****SMART COUNTY MASTER PLAN****I. PARTIES AND TERM**

- A. This Memorandum of Understanding (“MOU”) is entered by and between the San Bernardino County Transportation Authority (“SBCTA”) with address 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and San Bernardino County (“County”) (each individually a “PARTY” and collectively, the “PARTIES”) on the Effective Date (as defined herein).
- B. This MOU shall be effective as of the date executed by SBCTA and shall terminate on December 31, 2025, but may be extended, or terminated earlier, in accordance with provisions of this MOU.
- C. This MOU may be terminated without cause upon thirty (30) days’ written notice by either PARTY. County and SBCTA are authorized to exercise their respective rights with respect to any termination of this MOU. The County Chief Executive Officer and the Executive Director of SBCTA, or their designees, have authority to terminate this MOU on behalf of their respective agencies.

II. RECITALS

- A. WHEREAS, SBCTA and County desire to develop a Smart County Master Plan (“SCMP”).
- B. WHEREAS, SBCTA released RFP 22-1002761 for the San Bernardino Valley Coordinated Traffic Signal System (SBVCTSS) Program (RFP) on March 2, 2022, to evaluate initiatives to consider for technology investment countywide.
- C. WHEREAS, the RFP’s Scope of Work included Support and Development of a SCMP, with the SCMP task contingent upon funding to be provided by the County and/or other sources to be identified.

- D. WHEREAS, \$250,000 of SBCTA funding for the RFP 22-1002761 may be considered the transportation portion of the SCMP Scope of Work.
- E. WHEREAS, upon approval of this MOU, the County Board of Supervisors will allocate \$1,000,000 on a reimbursement basis, to SBCTA toward the development of a SCMP under the SBCTA Smart County Initiative.
- F. WHEREAS, County finds SBCTA qualified to manage the development of a SCMP and recognizes that SBCTA will share the management responsibility of the SCMP with the San Bernardino Associated Governments (SANBAG, also known as San Bernardino Council of Governments or SBCOG).
- G. WHEREAS, County desires that such services be provided by SBCTA, and SBCTA agrees to perform these services as set forth below.
- H. NOW THEREFORE, SBCTA and County mutually agree to the following terms and conditions.

III. RESPONSIBILITIES

- A. SBCTA General Responsibilities:
- i. SBCTA shall procure a Consultant (“Consultant”) to perform the services required for the SCMP as described below:
 - Define and evaluate a broad spectrum of technology components/initiatives, educate local decision-makers on Smart City/County components and system benefits, and identify the planning, development and implementation tasks necessary for a Smart County Initiative.
 - Develop an Early Action Plan that would identify a basic overall city/county-level framework on needs and levels of opportunity based on the varying characteristics of the cities in the county.
 - The consultant will coordinate with representatives from local jurisdictions to develop a basic overall county-level framework that identifies needs and establishes “levels of opportunity” based on the varying characteristics of the cities and unincorporated areas in the county. This basic framework is intended to lead to the identification of early-action investments that position San Bernardino County to take advantage of federal and state technology programs being funded now or in the near future.
 - The Early Action Plan will be completed approximately six months following County approval of this MOU and SBCTA issuing a notice to proceed. The Early Action Plan will be submitted to the SBCTA Board of Directors before advancing to the SCMP phase of the project. A copy of the Early Action Plan will be given to the County Administrative Office after approval from the Board of Directors.

- Develop a SCMP which includes the development of the overall architecture, logical stages of development, local monitoring/maintenance responsibilities, security protocols, cost estimates, procurement strategy, and other details for the plan and completed approximately 12 months after the Early Action Plan.
 - The SCMP will be presented to the SBCTA Board of Directors, upon approval the final plan will be provided to the County Administrative Office.
- ii. SBCTA shall receive the funds from County on a reimbursement basis, submit invoices to County for Consultant and staff expenses incurred, and pay Consultant invoices. Eligible costs will include expenditures incurred on the Smart County Master Plan by the Consultant and expenditure of SBCTA labor, fringe, and indirect costs. Up to \$100,000 of the provided \$1,000,000 shall be used to reimburse eligible expenses of the Consultant and SBCTA labor, fringe, and indirect costs.
- iii. SBCTA shall protect from unauthorized use or disclosure names and other personally identifying information concerning persons receiving services pursuant to this MOU, except for anonymous statistical information that does not identify participants. SBCTA shall not use or disclose any personally identifying information for any purpose other than carrying out the obligations under this MOU, except as may be otherwise required by law. This provision will remain in the force even after the termination of the MOU.
- B. County shall provide funding for development of the SCMP as detailed in Section V. Fiscal Provisions.

IV. MUTUAL RESPONSIBILITIES

- A. SBCTA and County will establish mutually satisfactory methods for dispute resolution at the lowest possible level, with a procedure to mobilize dispute resolution up through the PARTIES' respective chains of command.
- B. SBCTA and County will cooperate and coordinate with all PARTIES, Cities and other jurisdictions, in providing the services and responsibilities required under this MOU to the extent practicable with respect to the performance hereunder.

V. FISCAL PROVISIONS

- A. The maximum amount of payment from County to SBCTA under this MOU shall not exceed \$1,000,000.

- B. SBCTA shall prepare invoices in a form satisfactory to County, and each shall be accompanied by documentation supporting each element of measurement and/or cost, including costs incurred by SBCTA consultants. SBCTA will invoice County not more frequently than on a monthly basis. Invoices will be marked with County's contract number, description and task number, if applicable. Invoices shall be submitted within thirty (30) calendar days for the period covered by the invoice. Invoices shall include request for payment for work completed by SBCTA and its consultants during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to SBCTA. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after County has received and approved all work and deliverables. Invoices should be e-mailed to County at Pamela.Williams@cao.sbcounty.gov. Payment by County to SBCTA shall be within 30 days of receipt of a compliant invoice. Payment will not exceed the total County contribution of \$1,000,000, costs incurred above this amount will be at the full expense of SBCTA.
- C. Eligible expenses shall include Consultant expenditures consistent with the SCMP Scope of Work as well as expenditure of SBCTA labor, fringe, and indirect costs up to \$100,000 (of the \$1,000,000 contribution) for management of the Project.

VI. GENERAL PROVISIONS

- A. No waiver of any of the provisions of the MOU shall be effective unless it is made in a writing which specifies the provision(s) so waived and which is executed by all PARTIES. No course of dealing and no delay or failure of a PARTY in exercising any right under any MOU shall affect any other or future exercise of that right or any exercise of any other right. A PARTY shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- B. Any modifications of any terms or conditions of this MOU shall be valid only when reduced to writing, duly signed and approved by the Authorized Representatives of all PARTIES.
- C. This MOU constitutes the sole and entire agreement among the PARTIES governing the matters set forth herein and supersedes any prior understandings, negotiations, agreements, arrangements and undertakings, written or oral, among the PARTIES respecting the subject matter herein. All previous proposals, offers, and other communications, written or oral, relative to this MOU, are superseded to the extent that they are not incorporated into this MOU. It is the intent of the Parties that this MOU is an integrated agreement and that no evidence may be introduced to vary in any manner its terms and conditions. No representation, warranty, covenant, inducement or obligation not included in this MOU shall be binding.

- D. Without the prior written consent of the County or SBCTA, the MOU is not assignable by either Party in whole or in part.
- E. If any legal action is instituted to enforce any PARTY'S rights hereunder, each PARTY shall bear its own costs and attorney fees, regardless of who is the prevailing PARTY. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a PARTY hereto and payable under any indemnification or insurance requirements.
- F. This MOU shall be governed by and construed according to the laws of the State of California.
- G. The PARTIES acknowledge and agree that this MOU was entered into and intended to be performed in San Bernardino County, California. The PARTIES agree that the venue of any action or claim brought by any PARTY to this MOU will be the Superior Court of California, San Bernardino County, San Bernardino District. Each PARTY hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this MOU is brought by any third party and filed in another venue, the PARTIES hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

VII. MUTUAL INDEMNIFICATION

- A. County agrees to indemnify, defend (with counsel approved by SBCTA) and hold harmless the SBCTA and its officers, employees, agents, volunteers from any and all claims, actions or losses, damages, and/or liability resulting from the County's negligent acts or omissions which arise from the County's performance of its obligations under this MOU.

SBCTA agrees to indemnify, defend (with counsel approved by County) and hold harmless the County and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability resulting from SBCTA's negligent acts or omissions which arise from the SBCTA's performance of its obligations under this MOU.

In the event the County and/or SBCTA is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the MOU, the County and/or SBCTA shall indemnify the other to the extent of its comparative fault. Furthermore, if the County or SBCTA attempts to seek recovery from the other for Workers' Compensation benefits paid to an employee, the County and SBCTA agree that any alleged negligence of the employee shall not be construed against the employer of that employee.

VIII. INSURANCE

- A. COUNTY is a self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Contract.
- B. SBCTA is insured for Commercial General Liability, Professional Liability, Auto Liability and Workers Compensation in amounts believed to be adequate to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Contract.

IX. CONCLUSION

- A. This MOU, consisting of eight (8) pages, is the full and complete document including all covenants, conditions, and benefits.
- B. The signatures of the PARTIES affixed to this MOU affirm that they are duly authorized to commit and bind them to the terms and conditions set forth in this document.
- C. This MOU may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same MOU. The parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed MOU upon request.

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

In witness whereof the PARTIES have executed this MOU on the dates written below and this MOU is effective upon the last date of execution below ("Effective Date").

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Art Bishop
President, Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
General Counsel

SAN BERNARDINO COUNTY

By: _____
Curt Hagman
Chair, Board of Supervisors

Date: _____

APPROVED AS TO FORM:

By: _____
Julie Surber, Principal Assistant
County Counsel

Minute Action

AGENDA ITEM: 9

Date: December 7, 2022

Subject:

California Department of Transportation District 8 Emergency Operations Plan

Recommendation:

Receive information on the California Department of Transportation District 8 Emergency Operations Plan.

Background:

Representatives of the California Department of Transportation (Caltrans) District 8 Division of Maintenance – Emergency Operations presented information to the Mountain/Desert Policy Committee on the Caltrans District 8 Emergency Operations Plan. The presentation is attached to this agenda item for information.

Financial Impact:

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

Reviewed By:

This item was received by the Mountain/Desert Policy Committee on November 18, 2022.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Board of Directors
Date: December 7, 2022

Witnessed By:

Entity: San Bernardino County Transportation Authority



California Department of
Transportation

Emergency Operations Presentation

Caltrans District 8

Division of Maintenance

Jim A. Rogers Deputy District Director

Presenter: Brian Rosenbaum



Overview



- Disaster Service Worker, Administrative Order, Emergency Support Functions, Emergency Operations Plan
- Introduction to Caltrans District 8 Emergency Management
- Overview of the Office of Emergency Management
- NIMS, SEMS, ICS



Emergency Management Preparedness

Acting
District 8 Director
Diane Morales



- Caltrans District 8 Director officially designated the Division Chief of Maintenance as the Districts Emergency Operations Manager. Jim A. Rogers is our current Caltrans Emergency Manager.
- The Caltrans Emergency Manager is responsible for Caltrans' overall preparedness, response and short-term recovery following a disaster.
- District 8 Emergency Operations coordinates with its partnering district divisions including: [Administration](#), [Operations](#), [Construction](#), [Design](#), [Environmental](#), [Maintenance](#), [Project Management](#), [Right of Way](#), [Sustainability](#), [Planning](#), [Asset Management and Innovation](#).



Disaster Service Workers

Before entering upon the duties of employment, all public employees take and subscribe to the oath or affirmation set forth in the California Constitution that declares them to be disaster service workers in time of need.



Administrative Order Department of Transportation

- No. W-9-91 issued May 29, 1991.
- Summarizes the emergency response functions of the Department of Transportation established in the California State Emergency Plan.
- Requires the adoption and use of the Incident Command System(ICS).
- States the Department of Transportation shall:
 - Protect its personnel, equipment, supplies, facilities, and vital public records against the destructive forces of nature and man.
 - Continue essential services during an emergency using a minimum of resources.
 - Redirect all other resources, as necessary and appropriate, to accomplish the objectives of the California State Emergency Plan.





Emergency Support Functions (ESF)

There are 15 disciplines that utilize the Emergency Support Functions. They are as follows:

ESF#1 Transportation

ESF#2 Communications

ESF#3 Public Works & Engineering

ESF#4 Firefighting

ESF#5 Information and Planning

ESF#6 Mass Care and Shelter

ESF#7 Logistics

ESF#8 Public Health and Medical

ESF#10 Hazardous Materials

ESF#11 Agriculture and Natural Resources Annex

ESF#12 Energy

ESF#13 Public Safety and Security

ESF#14 Cross-Sector Business and Infrastructure

ESF#15 External Affairs

- The Department of Transportation Caltrans takes lead in the supporting role for CA ESF-1 Transportation.
- CA ESF-1 Transportation includes:
 - Rail
 - Maritime
 - Transit
 - Roads/ Bridges
 - Aviation



District 8 Emergency Operations Plan (EOP)

Prepared by Emergency Operation Coordinator Brian Rosenbaum

First Line of approval By Emergency Ops. Director Jim A. Rogers

Second Line approval by acting District 8 Director Diane Morales

- Purpose: The EOP is intended to describe the general response and general management responsibilities before, during, and after emergencies resulting from natural disasters, technological/biological incidents, nuclear defense operations, and civil unrest.
- Level of Detail: Emergency procedures contained in the plan are intended to be flexible enough to ensure that all situations are handled properly. Certain situations may require the district to operate differently than described in this handbook.
- Objectives of EOP Plan: Ensure rapid restoration and maintenance of the District's Transportation System to effective operating condition. Safety of district personnel, equipment, facilities, and vital public records. Continuation of essential district services. Ability to assist other districts and local governments to restore and maintain their transportation systems in effective operating condition



An Emergency is:

- Unexpected
- Out of the Ordinary
- Requiring IMMEDIATE Action

Caltrans does not declare emergencies, only the Governor or US President declares emergencies.



I-10 Washout
(Diversion Lane)



An Emergency can....

- Be short or long term – minutes to months
- Affect a small or large geographic area
- Involve injuries or significant loss of life
- Affect mobility in many locations
- Involve serious property damage
- Negatively impact the environment
- Shut down water, power, and fuel stations
- Damage to your home or place of work
- Devastate an entire area's economy



Caltrans field workers are often first on scene. Being the first at the incident makes them the Incident Commander (IC). They will remain the IC until a person with more experience arrives or anytime law enforcement release you from that duty, such as CHP.



Hwy. 38 HAZMAT tanker flipped and spilled into Cold Creek Falls that leads to the Santa Ana River System



Mudslide/Debris Flow

Hwy. 330 12/28/2010



Flooding



Major Accidents



Emergency personnel investigate the scene of a five-fatality accident on the Eastbound I-10 at the bottom of the Riverside Avenue offramp in Rialto, CA.



Compound Incidents



John Huseby, California Department of Transportation

- Fuel truck burning under structure – Oakland, I-580/880
- Created collapse on major Interchange
- 2 Freeways closed for 30 days



Not to Mention...



- Bridge scour
- High wind events (PSPS)
- Sink holes
- Pavement failures
- Volcanic eruptions



District 8 EOP Plan Organizational Structure

The Emergency Operations Plan is based on the National Incident Management System (NIMS) and Standardized Emergency Management System (SEMS) which was mandated by Homeland Security Presidential Directive 5 (HSPD-5) and Governor's Executive Order S-2-05. NIMS/SEMS incorporates the Incident Command System (ICS), the operational area concept, multi-agency and/or inter-agency coordination, the State's Master Mutual-Aid Agreement, and mutual aid program. The typical primary and secondary NIMS/SEMS positions are shown on the organizational chart in Appendix B of the most recent plan



Caltrans Office of Emergency Management



The 4 Phases of Emergency Management



- Preparedness
- Response
- Recovery
- Mitigation

This is called the Circle of Emergency Management. Each “phase” dovetails into the phase next to it and can start at ANY part of the circle.



Emergency Management

Runs on three interrelated programs:

1. *INCIDENT COMMAND SYSTEM (ICS)*
2. *STANDARDIZED EMERGENCY MANAGEMENT SYSTEM (SEMS)*
3. *NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)*



District 8 Emergency Operations

Responsibilities:

- District wide oversight of emergency operations affecting the department.
- Provides Agency Representatives to the Department Operations Center (DOC).
- Functional, operational, and organizational support to the field and allied agencies.
- Supports response, planning, and recovery operations.
- Carries out "mission tasking" with the California Office of Emergency Services (Cal OES) in areas not related to the transportation system.



Mission Tasks



A mission task is a request from CalOES to Caltrans for work outside of Caltrans Right of Way. It can be to move commodities or direct personnel to help provide essential aid to other state and county agencies. There is no expectation of reimbursement in accepting these mission tasks.

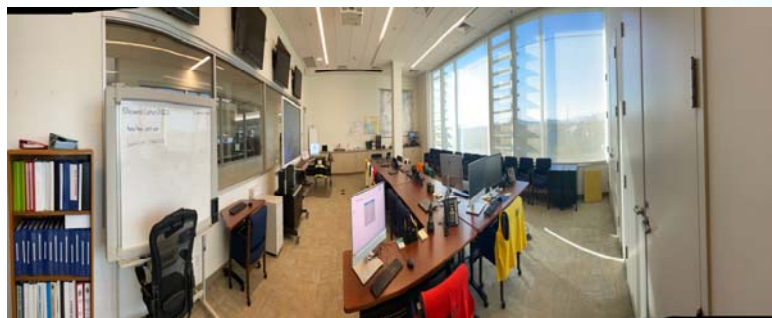


Mission Tasking

- Regardless the type of emergency, when we work outside our right of way, we need a Mission Task from Cal OES.
- A mission task is our authorization from Cal OES to spend transportation resources outside our right-of-way.
- Once the Office of Emergency Management receives a mission task and forwards it to the Finance section (Office of Support and Disaster Reimbursement), a 'Reporting Code' is generated for tracking purposes on timesheets in Staff Central and in the Integrated Maintenance Management System (IMMS).
- These codes allow us to track labor, equipment, material, other resources and helps justify our request for reimbursements from the State or federal government.



District 8 Emergency Operation Center



- Physical location for centralized emergency coordination
- Expand or contract as necessary
- Information transfer
- Emergency Operations Center (EOC)
- Department Operations Center (DOC)
- State Operations Center (SOC)
- Organized into 5 functional areas
- All 12 Caltrans districts have EOC locations



Functions of District 8 Emergency Operations Center

District 8 EOC staff will coordinate support as requested by the District EOC Director. EOC staff responsibilities include, but are not limited to:

- Assisting the EOC Director in developing an overall strategy for responding to the emergency.
- Coordinating support of emergency response efforts.
- Coordinating requests to Headquarters DOC, other districts, agencies and other stakeholders.
- Providing status of emergency operations and situational reports.
- Assigning Agency representatives to area EOC and/or Incident Command Post to assist in the coordination efforts of the emergency or disaster event.
- Maintaining a chronological record and concurrent situational report of all actions and events that occur during the emergency related to the District EOC.
- Coordinating the release of information pertaining to emergency operations to Headquarters DOC, news media and the public.
- Developing updated cost estimates for the Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) funding legislation, inquiries from the Governor's Office, Legislature and Cal OES, and other stakeholders



Staffing & Responsibilities

When a Level I, II, or III disaster occurs, the District's team shall activate the District's EOC by assembling at a pre-arranged location.

When a Level III disaster or emergency occurs, the District EOC will activate and should include but not limited to the following EOC team members:

- Management Section Chief
- Operations Section Chief
- Planning and Intelligence Chief
- Logistics Section Chief
- Finance Administration Chief
- Other members of the EOC staffing include Maintenance Engineering, Public Information, Safety, Liaison, Logistics, Agency Representative and IT.
- Hazardous Material Manager may be needed as well as the Equipment Manager.
- Other Division Chiefs may be called upon to ensure the continuity of the EOC and its responsibilities.



Department Operation Center (DOC)

- Caltrans DOC is located on the 3rd floor of the HQ building.
- Centralized coordination among department programs and Districts.
- Supports/Coordinates Multi-Agency Coordination.
- Maintains status information.
- Ensure consistency of information flow.
- Disseminates information to appropriate entities, offices, etc.



Response Levels

LOCAL/Field response – Local teams get the job done

You're getting the incident managed with local personnel, equipment, and resources.

REGIONAL response – When it's gone beyond "bad"

You need additional resources to handle a major incident – Your truck catches fire, spews toxic clouds over neighborhood. You may need resources from other counties, or regions.

STATE response – When the Regional Resources are overwhelmed

It's beyond the Region level. It's bad. WAY bad. Your truck fire – just caught the chemical plant next door on fire. It makes... rocket fuel. Boom. You need all the help you can get to save lives and property.

FEDERAL response – It went from Worse to Worst

Mother nature just pulled a Northridge on you. 6.9 EQ in the middle of your explosion. Your world has fallen apart. You need Federal Assistance – National Guard, FEMA, and a Presidential Declaration to try to start pulling it all together. This... may take a while.



The Incident Command System (ICS):

- **Standardized** – Common approach used across the country to manage incidents or events of **any size or type of incident**
- **Flexible** – ICS is as big or small as it needs to be. - From one person to many, **everything YOU respond to** – from a pothole to a flood following an earthquake – **can be handled by using the ICS**



The Incident Command System Cont.

Manageable - The **Incident Commander**. Determines the priorities and objectives, Makes a Plan, Discuss the Plan, and Executes the plan

Controllable - Through "**Span of Control**" - ONE supervisor for 3-7 workers

Understandable - No use of codes or jargon – so the meaning isn't lost. Also known as "**Common or Plain Language**" and "**Plain Text**"



The Incident Command System Cont.

In an office setting, this system is used in an **Emergency Operations Center**

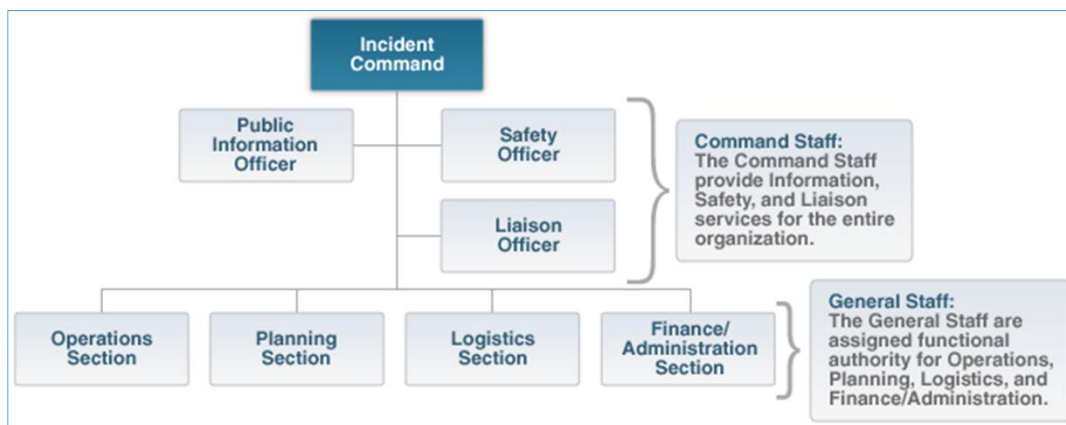
Primary command functions are made in the **Incident Command Post** – where the primary command functions are performed

When command responsibility moves from one IC to the next, the process is called **Transfer of Command**. Process can apply to all position leads.

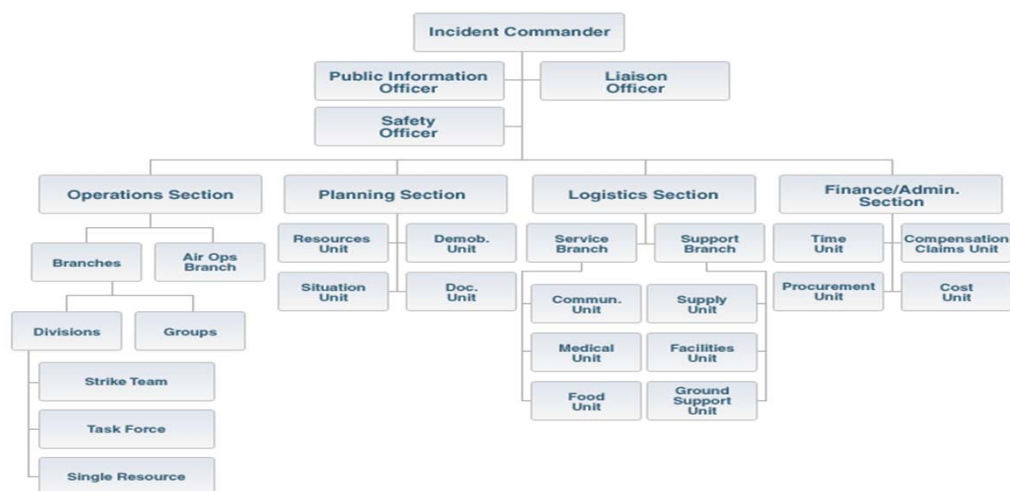
Briefings shall be a part of the process



What does ICS look like for a Simple incident?



What does ICS look like for a complex incident?



What is the Standardized Emergency Management System?

- The method that unifies all elements of California's emergency management community into a single integrated system while standardizing key elements
- The Standardized Emergency Management System (SEMS) is used when there are **Multiple Jurisdictions** or **Multiple Agencies** are involved
- The use of **\$EMS is REQUIRED** to recoup **\$tate Funds**



How Does SEMS Unify Efforts?

Requires emergency response agencies to use:

- **Incident Command System (ICS)** Response structure for field and operation center activities
- **Multi-Agency Coordination (MAC)** Remember “Unified Command”
- **Operational Area concept (OA)** Each area responsible for its operations
- **Established Mutual Aid (MA)** Agreements to let you work WITH and FOR other agencies



SEMS Continued....

*The Standardized Emergency Management System
does NOT change how we do business.*

- **Do not work outside your skill or training level.**
- We keep the same procedures including **Job #1 Safety!**
- We do the same jobs we always do
- We keep our Chain of Command
- We keep our same budget process



What is NIMS?

The **NATIONAL** Incident Management System

- Developed from California's SEMS program, but on a national equivalent
- Can be used by **one state** or **many** working together, for large incidents or small
- Applicable at **all** Response areas (one state or national) and across **all** titles/jobs (**even yours!**)
- **Required** to be used by **ALL** agencies by Executive Order - to recoup Federal \$\$\$



What is NIMS?

The OFFICIAL definition:

- **NIMS** Enables: Federal, State, County, local, and Tribal governments, Private-sector and N.G.O.'s, to work **TOGETHER** effectively and efficiently. To **PREPARE** for, **PREVENT**, **RESPOND**, and **RECOVER** from domestic incidents, *regardless of cause, size, or complexity.*
- Provides a **flexible** framework that can be used for any incident regardless of size or complexity



Unified Command

Multiple agencies, jurisdictions, or units, work together under "UNIFIED COMMAND"



NIMS... SEMS... ICS.



- Interested in Emergency Management?
- Request Training through LMS
- Best of all – It's **FREE**

LMS Courses: IS-100, IS-200, IS-700, IS-800

<http://training.fema.gov/IS/NIMS.asp>

- Local communities, Red Cross, and other organizations have classes, these are usually FREE!

<http://www.redcross.org/en/takeaclass>

<http://www.arri.org/online-courses>

<http://www.getemergencyprepared.com/course.html>



Emergency Response is
the responsibility of ALL Caltrans employees.
Although you never know when a disaster
will damage California's Highway System,
we can be ready through preparedness and
training.



Questions???

Diane Morales
Acting District Director
diane.morales@dot.ca.gov

Jim A. Rogers
Deputy District Director-Maintenance
jim.a.rogers@dot.ca.gov

Brian Rosenbaum
District 8 EOC Coordinator
brian.rosenbaum@dot.ca.gov



Minute Action

AGENDA ITEM: 10

Date: December 7, 2022

Subject:

Amendment No. 1 to the Phelan Road Widening, State Route 138 to Hesperia City Limits Project Funding Agreement with San Bernardino County

Recommendation:

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

A. Allocate an additional \$2,501,498 in Victor Valley Subarea Measure I Major Local Highway Projects Program funds to the Phelan Road Widening, State Route (SR) 138 to Hesperia City Limits Project.

B. Approve Amendment No. 1 to Funding Agreement No. 20-1002368 with the County of San Bernardino, in the increased total amount of \$6,287,498 to fund the Phelan Road Widening, SR 138 to Hesperia City Limits Project through the design phase, and to extend the termination date through the anticipated completion date of June 30, 2029.

Background:

The Phelan Road Widening, State Route (SR) 138 to Hesperia City Limits Project (Project), managed by San Bernardino County (County), is progressing through the Project Approval and Environmental Documentation (PA&ED) phase of the project. The project has been identified by the County as an important priority for funding, and was listed in the San Bernardino County Transportation Authority's (SBCTA) 2021 10-Year Delivery Plan as an approved project eligible for Measure I Victor Valley Subarea Major Local Highway Projects Program (MLHP) funding by members of the subarea. The Project will widen Phelan Road from two to five lanes, with the center lane serving as one continuous left turn lane. The Project is approximately 12.1 miles long, from SR 138 on the west to Los Banos Avenue on the east.

The original allocation of \$3,786,000 in MLHP funds was approved on April 1, 2020, for the PA&ED phase of the Project. The County is requesting an extension of the Funding Agreement to June 30, 2029, to accommodate the duration of the Project, as well as an additional allocation of \$2,501,498 in MLHP funds in order to advance through the Plans, Specifications, and Estimate (PS&E) phase. Total project costs are estimated to be \$90.5 million, of which approximately \$33 million is funded through a combination of MLHP funds, State and Federal funds. Staff recommends approval of this item as sufficient programming was identified in the 2021 10-Year Delivery Plan to cover the allocation, and this action will allow the County to proceed with design of the project as they continue to identify additional funds to complete the project.

Financial Impact:

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

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on November 18, 2022. SBCTA General Counsel and Risk Manager have reviewed this item and the draft amendment.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item
December 7, 2022
Page 2

Responsible Staff:

Marc Lucius, Management Analyst II

Approved
Board of Directors
Date: December 7, 2022
Witnessed By:

San Bernardino County Transportation Authority

General Contract Information

List Any Related Contract Nos.: _____

Contract Authorization

Board of Directors	Date:	12/07/2022	Board	Item #	9132
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Contract Management (Internal Purposes Only)

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

Estimated Start Date:	04/01/2020	Expiration Date:	12/31/2022	Revised Expiration Date:	06/30/2020
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Total Contingency:

Attachment: CSS - 20-1002368-01 (9132 : Amendment 1 to Phelan Road Funding Agreement)

AMENDMENT NO. 1 TO PROJECT FUNDING AGREEMENT NO. 20-1002368

FOR

PHELAN ROAD WIDENING, SR 138 TO HESPERIA CITY LIMITS PROJECT

(SAN BERNARDINO COUNTY)

THIS Amendment No. 1 to Project Funding Agreement 20-1002368 is made and entered into by and between San Bernardino County ("COUNTY") and the San Bernardino County Transportation Authority ("SBCTA"). SBCTA and COUNTY are each a "Party" and collectively "Parties."

RECITALS

- A. The Measure I 2010-2040 Expenditure Plan and the Victor Valley Subarea transportation planning partners have identified projects eligible for funding from Measure I 2010-2040 Victor Valley Subarea Major Local Highway Projects Program ("MLHP") funds; and
- B. The Phelan Road Widening, SR 138 to Hesperia City Limits Project ("PROJECT") is one of the projects identified as eligible for such funding and is described more fully in Attachment A; and
- C. The Parties entered into Project Funding Agreement No. 20-1002368 on or about November 9, 2020 ("Agreement"), to allocate \$3,786,000 in Measure I Major Local Highway Projects Program funds to fully fund the Project Approval and Environmental Documentation (PA&ED) Phase of the PROJECT, defined therein as PROJECT WORK; and
- D. COUNTY has requested to add the Plans, Specifications, and Estimate (PS&E) Phase to the PROJECT Agreement as PROJECT WORK; and
- E. COUNTY has requested an increase in funding, by an additional \$2,501,498, for the Public Share of PROJECT costs, for a total of \$6,287,498 inclusive of prior allocations; and
- F. COUNTY has requested updates to Attachment A: Description of Project and Milestones and Attachment B: Summary of Estimated Costs; and
- G. COUNTY has requested an extension of the Agreement termination date to June 30, 2029, consistent with estimated close out date of the PROJECT.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Recital F of the Agreement is deleted in its entirety and replaced with the following:

"F. PROJECT WORK is defined as the PA&ED Phase and the Plans, Specifications, and Estimate (PS&E) Phase of the PROJECT."

2. Paragraph 1 of Section I is deleted in its entirety and replaced with the following:
 - “1. To reimburse COUNTY for the actual cost of the PROJECT WORK up to a maximum of \$6,287,498 in MLHP funds. An estimate of costs for the PROJECT WORK is provided in Attachment B. SBCTA shall have no further responsibilities to provide any funding for the PROJECT WORK exceeding this amount unless an amendment to this Agreement is approved by the Parties.”
3. Paragraph 2 of Section I is deleted in its entirety and replaced with the following:
 - “2. To reimburse COUNTY within thirty (30) days after COUNTY submits an electronic copy signed invoices in the proper form covering those actual allowable PROJECT WORK expenditures that were incurred by COUNTY up to a maximum of \$6,287,498 consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to SBCTA as frequently as monthly.”
4. Paragraph 2 of Section II is deleted in its entirety and replaced with the following:
 - “2. To be responsible for expending that portion of allocated MLHP funds on eligible PROJECT WORK expenses for an amount not to exceed \$6,287,498 in MLHP funds unless this Agreement is amended in writing to approve increasing PROJECT WORK costs. Reimbursement by SBCTA shall be in accordance with Section I, Paragraph 2. Additionally, expenses relative to time spent on the PROJECT WORK by COUNTY staff are considered eligible PROJECT expenses and may be charged to the PROJECT, subject to SBCTA's guidelines.”
5. Paragraph 4 of Section II is deleted in its entirety and replaced with the following:
 - “4. To prepare and submit to SBCTA electronic signed invoices for reimbursement of eligible PROJECT WORK expenses. Invoices may be submitted to SBCTA as frequently as monthly.”
6. Paragraph 8 of Section III is deleted in its entirety and replaced with the following:
 - “8. This Agreement will be considered terminated upon reimbursement of eligible costs by SBCTA or June 30, 2029, whichever is sooner, provided that the provisions of Paragraphs 5, 6, 7, 8, and 9 of Section II, and Paragraphs 5, 6 and 7 of Section III, shall survive the termination of this Agreement. The Agreement may also be terminated by SBCTA, in its sole discretion, in the event the PROJECT WORK described in Attachment A has not been initiated by COUNTY within eighteen (18) months of the Effective Date of this Agreement.”
7. Attachment A to the Agreement is replaced with the Revised Description of Project and Milestones attached to this Amendment.
8. Attachment B to the Agreement is replaced with the Revised Summary of Estimated Costs attached to this Amendment.

9. Except as amended by this Amendment No. 1, all other terms and conditions of the Agreement shall remain in full force and effect and are incorporated herein by this reference.
10. The Recitals set forth above are incorporated herein by this reference.
11. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original, and may be signed and transmitted with electronic signatures which shall be binding on the Party.
12. This Amendment No. 1 shall be effective on the date executed by SBCTA.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 by their authorized signatories below.

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

SAN BERNARDINO COUNTY

By: _____
Art Bishop, President
Board of Directors

By: _____
Curt Hagman
Chairman

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
SBCTA General Counsel

By: _____
Aaron Gest
Deputy County Counsel

Date: _____

Date: _____

ATTEST:

By: _____
Lynna Monell
Clerk of the Board

Date: _____

Attachment: AGREEMENT NO 20-1002368-01 (9132 : Amendment 1 to Phelan Road Funding Agreement)

ATTACHMENT A

PHELAN ROAD WIDENING, SR 138 TO HESPERIA CITY LIMITS PROJECT

Revised Description of Project and Milestones

Project Title		
Phelan Road Widening, SR138 to Hesperia City Limits		
Location, Project Limits, Description, Scope of Work, Legislative Description		
The project is located on Phelan Road from SR138 to Los Banos Avenue (12.1 miles) in the Phelan area of the Victor Valley. The project will widen Phelan Road from two to five lanes, which includes one continuous left turn lane.		
Purpose and Need		
The roadway widening is needed to accommodate the increased traffic on Phelan Road.		
Project Benefits		
The proposed widening improves traffic circulation.		
Project Milestones		Proposed
Project Study Report Approved		
Begin Environmental (PA&ED) Phase		6/9/2021
Circulate Draft Environmental Document	CE	
Draft Project Report		
End Environmental Phase (PA&ED Milestone)		5/30/2025
Begin Design (PS&E) Phase		6/1/2025
End Design Phase (Ready to List for Advertisement Milestone)		10/30/2026
Begin Right of Way Phase		6/1/2025
End Right of Way Phase (Right of Way Certification Milestone)		10/30/2026
Begin Construction Phase (Contract Award Milestone)		5/1/2027
End Construction Phase (Construction Contract Acceptance Milestone)		6/30/2028
Begin Closeout Phase		
End Closeout Phase (Closeout Report)		6/30/2029

ATTACHMENT B

PHELAN ROAD WIDENING, SR 138 TO HESPERIA CITY LIMITS PROJECT

Revised Summary of Estimated Costs

Phase	Total Cost	SBCTA Funds (1)	COUNTY Funds
Project Approval and Environmental Documentation	\$4,258,735	\$4,258,735	\$0
Plans, Specifications, and Estimate	\$2,331,911	\$2,028,763	\$303,148
TOTAL	\$6,590,646	\$6,287,498	\$303,148

Additional Notes:

1. SBCTA's Share can be from sources under control of SBCTA including but not limited to Measure I Major Local Highways Program (MLHP), State Transportation Improvement Program (STIP), Surface Transportation Program (STP), or other funds without necessitating an amendment of this agreement.

Minute Action

AGENDA ITEM: 11

Date: December 7, 2022

Subject:

Amendment No. 1 to the Baker Boulevard Bridge over Mojave River Project Funding Agreement with San Bernardino County

Recommendation:

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

A. Allocate an additional \$15,965,272 for the Baker Boulevard Bridge over Mojave River Project, bringing the total allocation to \$17,515,500 consisting of \$7,954,166 in North Desert Subarea Measure I Major Local Highway Projects Program funds and \$9,561,334 in Federal Surface Transportation Block Grant Program funds.

B. Approve Amendment No. 1 to Funding Agreement No. 15-1001157 to fund the Baker Boulevard Bridge over Mojave River Project and to extend the termination date through the anticipated project close out date of December 31, 2028.

Background:

The Baker Boulevard Bridge over Mojave River Project (Project), Bridge No. 54C0127, is a two-lane bridge 0.2 miles southwest of Death Valley Road in the community of Baker in unincorporated San Bernardino County. The Project has been identified by San Bernardino County (County) as an important priority for funding and was listed in the San Bernardino County Transportation Authority's (SBCTA) Measure I 2021 Update to the 10-Year Delivery Plan (2021 10-YDP) as an approved project eligible for Measure I North Desert Subarea Major Local Highway Projects (MLHP) Program and other public share funding by members of the subarea.

The ultimate Project will replace the existing two-lane bridge with a four-lane bridge. It was initially thought that a majority of the Project would be reimbursed 88.53% by Highway Bridge Program (HBP) funds, and the SBCTA Board of Directors (Board) approved \$1,550,228 MLHP funds for the Project on September 2, 2015, to match the HBP funds. However, during the development of the 2021 10-YDP, the County notified SBCTA that the Project would no longer be eligible to receive HBP funding, and the North Desert Subarea and SBCTA Board approved programming additional MLHP funds and Federal Surface Transportation Block Grant Program (STP) funds towards construction of the Project. Since then, the County notified SBCTA that the estimated total Project cost for the ultimate four lanes is \$24,515,500. The County continues to be committed to completing this project despite the loss of HBP funds; however, construction of the ultimate four-lane bridge may be constructed in two phases. The funding allocation will allow the County to proceed with Environmental and Design for the ultimate four-lane scope while the County seeks an additional \$7 million of grant funds to complete construction on the ultimate four-lane Project. If funds do not become available, the County will proceed with constructing replacement of the two-lane bridge with the funds allocated in this agreement.

The Project, managed by the County, is currently in the Project Approval and Environmental Document Phase, with the environmental document scheduled for approval in 2024. Construction is expected to begin in 2026 and be completed in 2027. Consequently, the County is also requesting an extension of the Funding Agreement to December 31, 2028, to accommodate the duration of the Project. This request would increase the total allocation to \$17,515,500, consisting of \$7,954,166 of MLHP funds and \$9,561,334 of STP funds, which is \$577,000 more than the Project programming in the 2021 10-YDP. Staff recommends approval

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

December 7, 2022

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of this item as the funding is available without impacting other planned projects. It should be noted that delays to the Project's progress could impact the availability of STP funds as the Federal Highway Administration has determined that a competitive process approved by Southern California Association of Governments is required for projects expected to start construction after Fiscal Year 2025/2026.

Financial Impact:

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

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on November 18, 2022. SBCTA General Counsel and Risk Manager have reviewed this item and the draft amendment.

Responsible Staff:

Marc Lucius, Management Analyst II

Approved
Board of Directors
Date: December 7, 2022

Witnessed By:

Contract No:	<u>15-1001157</u>	Amendment No.:	<u>1</u>
Contract Class:	<u>Payable</u>	Department:	<u>Fund Administration</u>
Vendor No.:	<u>01908</u>	Vendor Name:	<u>San Bernardino County</u>
Description:	<u>Baker Boulevard Bridge over Mojave River Project Funding Agreement</u>		

Dollar Amount	
Original Contract	\$ 1,550,228.00
Prior Amendments	\$ -
Prior Contingency Released	\$ -
Current Amendment	\$ 6,403,938.00
Total/Revised Contract Value	\$ 7,954,166.00
Original Contingency	\$ -
Prior Amendments	\$ -
Prior Contingency Released (-)	\$ -
Current Amendment	\$ -
Total Contingency Value	\$ -
	Total Dollar Authority (Contract Value and Contingency)
	\$ 7,954,166.00

Board of Directors	Date: 12/07/2022	Board	Item # 9133
Contract Management (Internal Purposes Only)			

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

[illegible]

Task Manager (Print Name)

Additional Notes: A1 extends termination date of the AGREEMENT from December 31, 2022, to December 31, 2028. PA String: 0516.025.221.54840. Total allocation of \$17,515,500 is made up of \$7,954,166 of MLHP funds, and \$9,561,334 of Federal STP funds that will be reimbursed to the County directly from Caltrans and not come through our books.

Attachment: CSS-15-1001157-01 (9133 : Amendment No. 1 to Baker Boulevard Bridge Funding Agreement)

AMENDMENT NO. 1 TO PROJECT FUNDING AGREEMENT NO. 15-1001157

FOR

**BAKER BOULEVARD BRIDGE OVER MOJAVE RIVER PROJECT, BRIDGE NO.
54C0127**

(SAN BERNARDINO COUNTY)

THIS Amendment No. 1 to Project Funding Agreement 15-1001157 is made and entered into by and between San Bernardino County ("COUNTY") and the San Bernardino County Transportation Authority ("SBCTA"). SBCTA and COUNTY are each a "Party" and collectively "Parties."

RECITALS

- A. The Measure I 2010-2040 Expenditure Plan and the North Desert Subarea transportation planning partners have identified projects eligible for funding from Measure I 2010-2040 North Desert Subarea Major Local Highway Projects Program ("MLHP") funds; and
- B. The Baker Boulevard Bridge Over Mojave River Project, Bridge No. 54C0127 ("PROJECT") is one of the projects identified as eligible for such funding and is described more fully in Attachment A; and
- C. The Parties entered into Project Funding Agreement No. 15-1001157 ("Agreement") on or about September 2, 2015, to allocate \$1,550,228 in Measure I MLHP funds for all phases of the PROJECT; and
- D. COUNTY notified SBCTA that the PROJECT will not be eligible for Federal Highway Bridge Program (HBP) funding, therefore the COUNTY is requesting an additional allocation for the PROJECT, bringing the total allocation to \$17,515,500; and
- E. COUNTY has requested an extension of the termination date to December 31, 2028; and
- F. COUNTY has requested to update Attachment A: Description of Project and Milestones and Attachment B: Summary of Estimated Costs.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

- 1. All references to the San Bernardino County Transportation Authority as AUTHORITY in the Agreement shall mean SBCTA.
- 2. Paragraph 1 of Section I is deleted in its entirety and replaced with the following:
 - "1. To allocate up to a maximum of \$17,515,500 for the actual cost of the PROJECT. An estimate of costs for the PROJECT and fund sources is provided in Attachment B. SBCTA shall have no further responsibilities to provide any funding for the PROJECT

exceeding this amount unless a written amendment to this Agreement is signed by the Parties.”

3. Paragraph 2 of Section I is deleted in its entirety and replaced with the following:
 - “2. In the case that Measure I funds are allocated to the PROJECT, to reimburse COUNTY within 30 days after COUNTY submits an electronic copy of signed invoices in the proper form covering those actual allowable PROJECT expenditures that were incurred by COUNTY, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to SBCTA as frequently as monthly.”
4. Paragraph 2 of Section II is deleted in its entirety and replaced with the following:
 - “2. To be responsible for coordinating with the California Department of Transportation to obligate and seek reimbursement of State and Federal funds that are allocated to this project and for expending that portion of the eligible PROJECT expenses that are incurred by COUNTY for an amount not to exceed \$17,515,500, unless this Agreement is amended and approved increasing PROJECT costs. Reimbursement by SBCTA shall be in accordance with Section 1, Paragraph 2. Additionally, expenses relative to time spent on the PROJECT by COUNTY staff are considered eligible PROJECT expenses and may be charged to the PROJECT, subject to SBCTA, State, and Federal guidelines.”
5. Paragraph 4 of Section II is deleted in its entirety and replaced with the following:
 - “4. In the case that Measure I funds are allocated to the PROJECT, to prepare and submit to SBCTA electronic signed invoices for reimbursement of eligible PROJECT work expenses. Invoices may be submitted to SBCTA as frequently as monthly.”
6. Paragraph 12 of Section II is added as follows:
 - “12. To include in all contracts between COUNTY and contractors for the PROJECT the requirement that SBCTA be named as an additional insured under general liability insurance policies maintained by the contractor for the PROJECT.”
7. Paragraph 7 of Section III is deleted in its entirety and replaced with the following:
 - “7. This Agreement will be considered terminated upon reimbursement of eligible costs by SBCTA or December 31, 2028, whichever is sooner, provided that the provisions of Paragraphs 5, 6, 7, 8 and 9 of Section II, and Paragraphs 5 and 6 of Section III, shall survive the termination of this Agreement.”
8. Attachment A to the Agreement is replaced with the Revised Description of Project and Milestones attached to this Amendment as Attachment A.

9. Attachment B to the Agreement is replaced with the Revised Summary of Estimated Costs attached to this Amendment as Attachment B.
10. Except as amended by this Amendment No. 1, all other terms and conditions of the Agreement shall remain in full force and effect and are incorporated herein by this reference.
11. The Recitals set forth above are incorporated herein by this reference.
12. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original, and may be signed and transmitted with electronic signatures which shall be binding on the Party.
13. This Amendment No. 1 shall be effective on the date executed by SBCTA.

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

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 by their authorized signatories below.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Art Bishop, President
Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
SBCTA General Counsel

Date: _____

SAN BERNARDINO COUNTY

By: _____
Curt Hagman
Chairman

Date: _____

APPROVED AS TO FORM:

By: _____
Aaron Gest
Deputy County Counsel

Date: _____

ATTEST:

By: _____
Lynna Monell
Clerk of the Board

Date: _____

Attachment: 15-1001157-01 (9133 : Amendment No. 1 to Baker Boulevard Bridge Funding Agreement)

Attachment A

BAKER BOULEVARD BRIDGE OVER MOJAVE RIVER PROJECT, BRIDGE NO. 54C0127

Description of Project and Milestones

Project Title	
Baker Boulevard Bridge Over Mojave River Project, Bridge No. 54C0127	
Location, Project Limits, Description, Scope of Work	
The existing bridge is located in COUNTY's jurisdictional territory located in Baker, 0.2 mile SW of Death Valley Road – replace 2 lane bridge with a 4 lane bridge.	
Project Milestone	Proposed
Begin Environmental (PA&ED) Phase	9/2/2015
End Environmental Phase (PA&ED Milestone)	12/30/2024
Begin Design (PS&E) Phase	1/1/2025
End Design Phase (Ready to List for Advertisement Milestone)	12/31/2025
Begin Right of Way Phase	1/1/2025
End Right of Way Phase (Right of Way Certification Milestone)	6/30/2026
Begin Construction Phase (Contract Award Milestone)	11/1/2026
End Construction Phase (Construction Contract Acceptance Milestone)	12/30/2027
Begin Closeout Phase	1/1/2028
End Closeout Phase (Closeout Report)	12/31/2028

Attachment: 15-1001157-01 (9133 : Amendment No. 1 to Baker Boulevard Bridge Funding Agreement)

ATTACHMENT B

BAKER BOULEVARD BRIDGE OVER MOJAVE RIVER PROJECT, BRIDGE NO. 54C0127

Summary of Estimated Costs

Phase	Total Cost	SBCTA MLHP Funds*	STP*	Unfunded
Preliminary Engineering**	\$2,515,500	\$2,515,500	\$0	\$0
Right of Way	\$0	\$0	\$0	\$0
Construction	\$22,000,000	\$5,438,666	\$9,561,334	\$7,000,000
TOTAL	\$24,515,500	\$7,954,166	\$9,561,334	\$7,000,000

* SBCTA's Share can be from sources under control of SBCTA including but not limited to Measure I Major/Local Highways program, State Transportation Improvement Program (STIP), Surface Transportation Block Grant Program (STP), or other funds without necessitating an amendment of this agreement. SBCTA share of funding can be moved between the phases.

** For purposes of this Attachment B, "Preliminary Engineering" is defined to include PA&ED and PS&E.

Minute Action

AGENDA ITEM: 12

Date: December 7, 2022

Subject:

State Legislative Update

Recommendation:

Receive and file the November 2022 State Legislative Update.

Background:

San Bernardino County Transportation Authority (SBCTA) Legislative Affairs staff, along with representatives from state advocates, California Advisors, LLC, updated the Legislative Policy Committee on November 9, 2022, on legislation that was vetoed and approved by Governor Newsom, as well as the State's fiscal status and the results of the November 8, 2022 elections.

End of 2022 Legislative Session

Following the close of the legislative session on August 31, 2022, Governor Newsom had until September 30, 2022, to sign or veto bills passed by the Legislature after August 20, 2022.

The Legislature sent a total of 1,166 bills to Governor Newsom for consideration, 442 were Senate bills and 724 were Assembly bills. Ultimately, the Governor wrapped up the 2022 legislative session by signing 997 bills into law and vetoing 169 bills. In his final legislative update, he touted that he had saved California taxpayers billions of dollars by stopping those bills. This was one of Governor Newsom's highest veto rates at 14.49 percent. For comparison, he had a veto rate of 7.89 percent in 2021.

Upon final adjournment, the Legislature went into their interim recess until it reconvenes on December 5, 2022 to swear-in the new Legislature.

State Revenue Projections

The Department of Finance released their October bulletin and state revenues continue to decline. The cash receipts for September were \$2.785 billion under the budget's estimates. For the first three months of the fiscal year revenues are short \$4.781 billion, or 11.1 percent below forecasts. This continues to be a troubling trend as we move toward 2023 and it makes it almost certain that next year's budget will be smaller than the previous two years.

The Governor has also been making headlines about calling for a special session to deal with the high gas prices in California. Governor Newsom would like to propose a "windfall tax" on oil companies to ensure their profits are going back to Californians. In a response to his announcement, both legislative leaders said they looked forward to seeing a proposal from the Governor on this issue. The Governor has the authority to call a special session at any time, but all indications are they will wait until December when the new legislature is officially sworn-in.

November Elections

Now that the legislative session has wrapped the focus turns to the November elections. All Assembly seats and half of Senate seats will be on the ballot. This will be the first election

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

under the new district lines and there are an unprecedented number of seats where no incumbent decided to run for re-election.

COVID-19

On October 17, 2022, Governor Newsom announced that the COVID-19 State of Emergency will end on February 28, 2023. According to his press release, “This timeline gives the health care system needed flexibility to handle any potential surge that may occur after the holidays in January and February, in addition to providing state and local partners the time needed to prepare for this phase out and set themselves up for success afterwards.”

Financial Impact:

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

Reviewed By:

This item was received by the Legislative Policy Committee on November 9, 2022.

Responsible Staff:

Otis Greer, Director of Legislative and Public Affairs

Approved
Board of Directors
Date: December 7, 2022

Witnessed By:

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY (SBCTA) / COUNCIL OF GOVERNMENTS (SBCOG)
LEGISLATIVE BILL POSITIONS - November 2022

ATTACHMENT A

Legislation / Author	Description	Bill Status	Position	Date Position Adopted
AB 1260 (Chen)	Exempt from the requirements of the California Environmental Quality Act (CEQA) projects by a public transit agency to construct or maintain infrastructure to charge or refuel zero-emission trains.	Held in Senate Appropriations Committee, DEAD (8/27/21)	Support / Sponsor	3/10/2021
SB 9 (Atkins)	Would require a local government to ministerially approve a housing development containing two residential units in single-family residential zones. Would also require local governments to ministerially approve urban lot splits.	Approved by the Governor. (9/16/21)	Oppose	3/10/2021
AB 1296 (Kamlager)	Would increase the number of members of the board of the South Coast Air Quality Management District to 15 members by adding 2 environmental justice appointees, one appointed by the Senate Committee on Rules and one appointed by the Speaker of the Assembly.	Failed committee deadline, DEAD (1/21/22)	Oppose	3/10/2021
SB 266 (Newman)	Provide assistance acquiring and accepting land immediately adjacent to, and that expands, Chino Hills State Park, by transferring three properties into the state park system.	Approved by the Governor. (10/09/21)	Support	4/14/2021

Attachment: Bill position matrix 11-22 (9111 : State Legislative Update)

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY (SBCTA) / COUNCIL OF GOVERNMENTS (SBCOG)
LEGISLATIVE BILL POSITIONS - November 2022

Legislation / Author	Description	Bill Status	Position	Date Position Adopted
SB 623 (Newman)	Update SB 1268 to be consistent with the Legislature's intent to protect toll road users' information from being used inappropriately while also ensuring toll agencies can operate their business without litigation.	Failed committee deadline, DEAD (1/14/22)	Support	4/14/2021
AB 703 (Rubio)	Remove the requirements of the Ralph M. Brown Act particular to teleconferencing and allow for teleconferencing subject to existing provisions regarding the posting of notice of an agenda and the ability of the public to observe the meeting and provide public comment.	Failed committee deadline, DEAD (1/21/22)	Support	4/14/2021
AB 744 (Rodriguez)	Authorized state to relinquish portion of SR 83 (Euclid Ave) to the City of Ontario.	Approved by the Governor. (9/22/21)	Support	4/14/2021
SB 278 (Leyva)	Establish new procedures and requirements for employees covered by the California Public Employee Retirement System (CalPERS) in cases where their pensionable benefits are erroneously calculated and reported to CalPERS by their employer.	Approved by the Governor. (9/22/21)	Work With Author	4/14/2021

Attachment: Bill position matrix 11-22 (9111 : State Legislative Update)

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY (SBCTA) / COUNCIL OF GOVERNMENTS (SBCOG)
LEGISLATIVE BILL POSITIONS - November 2022

Legislation / Author	Description	Bill Status	Position	Date Position Adopted
SB 840 (Holden)	Require the county transportation commissions in the Counties of Los Angeles and San Bernardino to jointly develop, in consultation with certain governmental agencies, a funding and implementation program for regional transit services to include service to international airports within the multicounty region.	Failed committee deadline, DEAD (1/14/22)	Oppose	4/14/2021
SB 922 (Weiner)	Removes the sunsets on the CEQA exemptions contained in SB 288 which will help to continue streamlining approvals for critical transportation projects.	Approved by the Governor. (9/30/22)	Support	3/9/2022
AB 2120 (Ward)	Applies formula from the former federal Highway Bridge Replacement and Rehabilitation Program to the distribution of new bridge formula funding from the Infrastructure Investment and Jobs Act (IIJA), allocating 55% to local projects.	Held in Assembly Appropriations Committee, DEAD (5/20/22)	Support	3/9/2022
SB 942 (Newman)	Allows transit agencies to use of LCTOP funds for on-going reduced or free transit fare programs.	Approved by the Governor. (9/30/22)	Support	3/9/2022
AB 1778 (Garcia)	Prohibits state funds and personel to be used on freeway expansion projects.	Failed committee deadline, DEAD (7/05/22)	Oppose	4/13/2022
AB 2237 (Friedman)	Requires SCAG to prioritize local projects in RTIP based on State climate goals.	Failed committee deadline, DEAD (7/05/22)	Oppose	4/13/2022
AB 2438 (Friedman)	Requires some SB 1 and existing state funding programs to fund only projects that align with State climate goals.	Vetoed by the Governor. (9/29/22)	Oppose	4/13/2022

Attachment: Bill position matrix 11-22 (9111 : State Legislative Update)

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY (SBCTA) / COUNCIL OF GOVERNMENTS (SBCOG)
LEGISLATIVE BILL POSITIONS - November 2022

Legislation / Author	Description	Bill Status	Position	Date Position Adopted
AB 2594 (Ting)	Installs requirements on tolling agencies regarding toll violations and noticing.	Approved by the Governor. (9/30/22)	Oppose	4/13/2022
SB 1121 (Gonzalez)	Requires California Transportation Commission to conduct a 10 year state transportation needs assessment.	Approved by the Governor. (9/23/22)	Support	6/8/2022

Status Report

Wednesday, October 26, 2022

ATTACHMENT F

AB 14 [Aguilar-Curry](#) D (Dist. 4) **Communications: California Advanced Services Fund: deaf and disabled telecommunications program: surcharges.**

Location: ASSEMBLY CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Under current law, the Public Utilities Commission has regulatory authority over public utilities, including telephone corporations. Current law requires the commission to develop, implement, and administer the California Advanced Services Fund (CASF) to encourage deployment of high-quality advanced communications services to all Californians that will promote economic growth, job creation, and the substantial social benefits of advanced information and communications technologies. Current law authorizes the commission to impose a surcharge to collect \$330,000,000 for deposit into the CASF beginning January 1, 2018, and continuing through the 2022 calendar year. Current law specifies the amount of surcharge revenues to be deposited into each account within the CASF, subject to appropriation by the Legislature. This bill would authorize the commission to impose the surcharge to fund the CASF until December 31, 2032, as specified.

Position: Watch

AB 43 [Friedman](#) D (Dist. 43) **Traffic safety.**

Location: ASSEMBLY CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law establishes various default speed limits for vehicles upon highways, as specified. Current law authorizes state and local authorities to adjust these default speed limits, as specified, based upon certain findings determined by an engineering and traffic survey. Existing law defines an engineering and traffic survey and prescribes specified factors that must be included in the survey, including prevailing speeds and road conditions. Current law authorizes local authorities to consider additional factors, including pedestrian and bicyclist safety. This bill would authorize local authorities to consider the safety of vulnerable pedestrian groups, as specified.

AB 339 [Lee](#) D (Dist. 25) **Local government: open and public meetings.**

Location: ASSEMBLY VETOED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. Under existing law, a member of the legislative body who attends a meeting where action is taken in violation of this provision, with the intent to deprive the public of information that the member knows the public is entitled to, is guilty of a crime. This bill would require local agencies to conduct meetings subject to the act consistent with applicable state and federal civil rights laws, as specified.

AB 361 [Rivas, Robert](#) D (Dist. 30) **Open meetings: state and local agencies: teleconferences.**

Location: ASSEMBLY CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would, until January 1, 2024, authorize a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency, as that term is defined, when state or local health officials have

imposed or recommended measures to promote social distancing, during a proclaimed state of emergency the purpose of determining, by majority vote, whether meeting in person would present imminent risks to the health or safety of attendees, and during a proclaimed state of emergency when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees, as provided.

Position: Watch

AB 464 Mullin D (Dist. 22) Enhanced Infrastructure Financing Districts: allowable facilities and projects.

Location: ASSEMBLY CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes the legislative body of a city or a county to establish an enhanced infrastructure financing district to finance public capital facilities or other specified projects of communitywide significance that provide significant benefits to the district or the surrounding community, including, but not limited to, the acquisition, construction, or repair of industrial structures for private use. This bill would include, in the list of facilities and projects the district may fund, the acquisition, construction, or repair of commercial structures by the small business as defined, occupant of such structures, if certain conditions are met, and facilities in which nonprofit community organizations provide health, youth, homeless, and social services.

AB 473 Chau D (Dist. 49) California Public Records Act.

Location: ASSEMBLY CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Public Records Act requires state and local agencies to make their records available for public inspection, unless an exemption from disclosure applies. This bill would recodify and reorganize the provisions of the act. The bill would include provisions to govern the effect of recodification and state that the bill is intended to be entirely nonsubstantive in effect. The bill would contain related legislative findings and declarations. The bill would become operative on January 1, 2023.

AB 474 Chau D (Dist. 49) California Public Records Act: conforming revisions.

Location: ASSEMBLY CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would enact various conforming and technical changes related to another bill, AB 473, which recodifies and reorganizes the California Public Records Act. This bill would only become operative if AB 473 is enacted and reorganizes and makes other nonsubstantive changes to the California Public Records Act that become operative on January 1, 2023. The bill would also specify that any other bill enacted by the Legislature during the 2021 calendar year that takes effect on or before January 1, 2022, and that affects a provision of this bill shall prevail over this act except as specified.

AB 571 Mayes I (Dist. 42) Planning and zoning: density bonuses: affordable housing.

Location: ASSEMBLY CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Density Bonus Law requires a city or county to provide a developer that proposes a housing development in the city or county with a density bonus and other incentives or concessions for the production of lower income housing units, or for the donation of land within the development, if the developer agrees to, among other things, construct a specified percentage of units for very low income, low-income, or moderate-income households or qualifying residents, including lower income students. Current law requires the amount of a density bonus and the number of incentives or concessions a qualifying developer receives to be pursuant to a certain formula based on the total number of units in the housing development, as specified. This bill would prohibit affordable housing impact

fees, including inclusionary zoning fees and in-lieu fees, from being imposed on a housing development's affordable units.

Position: Watch

AB 604 **Daly D (Dist. 69) Road Maintenance and Rehabilitation Account: apportionment of funds: accrued interest.**

Location: ASSEMBLY VETOED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would continuously appropriate interest earnings derived from revenues deposited in the Road Maintenance and Rehabilitation Account to the Department of Transportation for maintenance of the state highway system or for purposes of the State Highway Operation and Protection Program.

AB 634 **Carrillo D (Dist. 51) Density Bonus Law: affordability restrictions.**

Location: ASSEMBLY CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Density Bonus Law, requires a city or county to provide a developer that proposes a housing development within the city or county with a density bonus and other incentives or concessions, as specified, if the developer agrees to construct specified percentages of units for lower income, very low income, or senior citizen housing, among other things, and meets other requirements. Current law prescribes an application process for a city or county to follow in this regard. Current law specifies that, if permitted by local ordinance, that law is not to be construed to prohibit a city, county, or city and county from granting a density bonus greater than what is described in these provisions for a development that meets specified requirements or from granting a proportionately lower density bonus than what is required for developments that do not meet these requirements. This bill would also provide that, if permitted by local ordinance, the Density Bonus Law is not to be construed to prohibit a city, county or city and county from requiring an affordability period that is longer than 55 years for any units that qualified the applicant for the award for the density bonus developed in compliance with a local ordinance that requires, as a condition of development of residential units, that a development include a certain percentage of units that are affordable to, and occupied by low-income, lower income, very low income, or extremely low income households and that will be financed without low-income housing tax credits.

AB 682 **Bloom D (Dist. 50) Planning and zoning: density bonuses: shared housing buildings.**

Location: ASSEMBLY CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Density Bonus Law requires a city or county to provide a developer that proposes a housing development within the city or county with a density bonus and other incentives or concessions, as specified, if the developer agrees to construct, among other options, 10% of the total units of a housing development for rental or sale to low income households, as defined; or 5% of the total units for rental or sale to very low income households, as defined a senior citizen housing development, as defined, or a mobilehome park that limits residency based on age requirements, as specified; or 100% of all units in the development for lower income households, as defined, subject to certain exceptions, and meets other requirements. This bill would provide that a housing development eligible for a density bonus be provide under these provisions includes a shared housing building, as defined, that will contain 10% of the total units for lower income households; contain or 5% of the total units for very low income household is a senior housing development; or in which 100% of all the units are for lower income households, as described above.

Position: Watch

AB 712 **Calderon D (Dist. 57) Local Agency Public Construction Act: change orders: County of Los Angeles.**

Location: ASSEMBLY CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Local Agency Public Construction Act regulates contracting by local agencies, including counties and special districts. The act, for a county, imposes a \$5,000 cap when the total amount of the original contract does not exceed \$50,000. For any original contract that exceeds \$50,000, but does not exceed \$250,000, the cap is 10% of the amount of the original contract. For contracts whose original cost exceeds \$250,000, the cap is \$25,000 plus 5% of the amount of the original contract cost in excess of \$250,000, and prohibits a change or alteration cost from exceeding \$210,000. This bill would authorize the County of Los Angeles to add a new change order cap of \$400,000 for contracts whose original cost exceeds \$25,000,000 and of \$750,000 for contracts whose original cost exceeds \$50,000,000, both of which would be adjusted annually to reflect the percentage change in the California Consumer Price Index.

AB 721 Bloom D (Dist. 50) Covenants and restrictions: affordable housing.**Location:** ASSEMBLY CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would make any recorded covenants, conditions, restrictions, or limits on the use of private or publicly owned land contained in any deed, contract, security instrument, or other instrument affecting the transfer or sale that restricts the number, size, or location of the residences that may be built on the property, or that restricts the number of persons or families who may reside on the property, unenforceable against the owner of an affordable housing development as defined, if an approved restrictive covenant affordable housing modification document has been recorded in the public record, as provided, unless a specified exception applies.

AB 744 Rodriguez D (Dist. 52) State highways: State Route 83: reduction.**Location:** ASSEMBLY CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would authorize the California Transportation Commission to relinquish to the City of Ontario all or a portion of State Route 83 within the city's jurisdiction and prescribe conditions that apply upon relinquishment.

Position: Support**AB 811 Rivas, Luz D (Dist. 39) Los Angeles County Metropolitan Transportation Authority: contracting.****Location:** ASSEMBLY CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes the Los Angeles County Metropolitan Transportation Authority to enter into contracts with private entities that combine into a single contract all or some of the planning, design, permitting, development, joint development, construction, construction management, acquisition, leasing, installation, and warranty of some or all components of transit systems and certain facilities. Current law authorizes the authority to award a contract under these provisions after a finding, by a 2/3 vote of the members of the authority, that awarding the contract will achieve for the authority, among other things, certain private sector efficiencies in the integration of design, project work, and components. This bill would eliminate the requirement to make the above-described finding by a 2/3 vote of the members of the authority in order to award contracts under these provisions. The bill would instead authorize the authority to award these contracts that include operation and maintenance elements after a finding, by a 2/3 vote of the members of the authority, that awarding the contract will achieve for the authority a more competitive solicitation process with respect to quality, timeliness, price, and other private sector efficiencies, relevant to the integration of design, project work, and components.

AB 819 Levine D (Dist. 10) California Environmental Quality Act: notices and documents: electronic filing

Location: ASSEMBLY CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

CEQA requires, if an environmental impact report is required, the lead agency to mail a notice of determination to each responsible agency, the Office of Planning and Research, and public agencies with jurisdiction over natural resources affected by the project. CEQA requires the lead agency to provide notice to the public and to organizations and individuals who have requested notices that the lead agency is preparing an environmental impact report, negative declaration, or specified determination. CEQA requires notices for an environmental impact report to be posted in the office of the county clerk of each county in which the project is located. This bill would instead require the lead agency to mail or email those notices, and to post them on the lead agency's internet website. The bill would also require notices of an environmental impact report to be posted on the internet website of the county clerk of each county in which the project is located.

AB 916 Salas D (Dist. 32) Zoning: bedroom addition.**Location:** ASSEMBLY CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would prohibit a city or county legislative body from adopting or enforcing an ordinance requiring a public hearing as a condition of reconfiguring existing space to increase the bedroom count within an existing dwelling unit. The bill would apply these provisions only to a permit application for no more than 2 additional bedrooms within an existing dwelling unit. The bill would specify that these provisions are not to be construed to prohibit a local agency from requiring a public hearing for a proposed project that would increase the number of dwelling units within an existing structure. The bill would include findings that ensuring adequate housing is a matter of statewide concern and is not municipal affair, and that the provision applies to all cities, including charter cities.

Position: Watch**AB 955 Quirk D (Dist. 20) Highways: encroachment permits: broadband facilities.****Location:** ASSEMBLY CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would establish additional procedures for the Department of Transportation's review of an application for an encroachment permit for a broadband facility. Under the bill, these procedures would require the department, among other things, to notify an applicant in writing whether the application is complete within 30 days of receiving the application, to take certain actions if it deems an application incomplete, and to approve or deny an application that requires supplemental information within 30 days after receiving that information. If the department fails to notify the applicant that the application is incomplete within that 30-day time period, the bill would deem the department's failure to notify to constitute a finding that the permit application is complete.

AB 1035 Salas D (Dist. 32) Department of Transportation and local agencies: streets and highways: recycled materials.**Location:** ASSEMBLY VETOED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the Department of Transportation and a local agency that has jurisdiction over a street or highway, to the extent feasible and cost effective, to use advanced technologies and material recycling techniques that reduce the cost of maintaining and rehabilitating streets and highways and that exhibit reduced levels of greenhouse gas emissions through material choice and construction method. The bill would require, beginning January 1, 2023, a local agency that has jurisdiction over a street or highway, to the extent feasible and cost effective, to apply standar

specifications that allow for the use of recycled materials in streets and highways, as specified. By increasing the duties of local agencies, this bill would impose a state-mandated local program.

AB 1037 Grayson D (Dist. 14) Infrastructure construction: digital construction management technologies.

Location: ASSEMBLY CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the Department of Transportation to develop an implementation plan for the use and integration of digital construction management technologies, as defined, for use on transportation infrastructure projects. The bill would require the implementation plan to include specified milestone goals, including that the department will begin using digital construction management technologies through construction by July 1, 2029. The bill would require the department to submit a report to the Legislature by December 1, 2029, as specified. The bill would repeal these provisions on January 1, 2032.

AB 1147 Friedman D (Dist. 43) Regional transportation plan: Active Transportation Program.

Location: ASSEMBLY VETOED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the Strategic Growth Council, by January 31, 2022, to complete an overview of the California Transportation Plan and all sustainable communities strategies and alternative planning strategies, an assessment of how implementation of the California Transportation Plan, sustainable communities strategies, and alternative planning strategies will influence the configuration of the statewide integrated multimodal transportation system, and review of the potential impacts and opportunities for coordination of specified funding programs. This bill would require the council to convene key state agencies, metropolitan planning agencies, regional transportation agencies, and local governments to assist the council in completing the report.

Position: Watch

AB 1157 Lee D (Dist. 25) Controller: transportation funds: distribution and reporting requirements.

Location: ASSEMBLY CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law, for purposes of the State Transit Assistance Program, requires local transportation agencies to report to the Controller by June 15 of each year the public transportation operators within its jurisdiction that are eligible to claim specified local transportation funds. This bill would instead require local transportation agencies to report this information within 7 months after the end of each fiscal year.

AB 1180 Mathis R (Dist. 26) Local governments: surplus land: tribes.

Location: ASSEMBLY CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Existing law prescribes requirements for the disposal of surplus land by a local agency, as defined. Existing law defines "exempt surplus land" for which a local agency is not required to follow the requirements for disposal of surplus land, except as provided. Existing law categorizes as "exempt surplus land," surplus land that a local agency is transferring to another local, state, or federal agency for the agency's use. This bill would add to the definition of "exempt surplus land," land transferred by a local agency to a federally recognized California Indian tribe.

AB 1183 Ramos D (Dist. 40) California Desert Conservation Program.

Location: ASSEMBLY CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would establish the California Desert Conservation Program under the administration of the Conservation

(1) protect, preserve, and restore the natural, cultural, and physical resources of the portions of the Mojave and Colorado Deserts region in California through the acquisition, restoration, and management of lands, (2) promote the protection and restoration of the biological diversity of the region, as specified, (3) provide for resilience in the region to climate change, as provided, (4) protect and improve air quality and water resources within the region, and (5) undertake efforts to enhance public use and enjoyment of lands owned by the public, as provided.

AB 1220 Rivas, Luz D (Dist. 39) Homelessness: California Interagency Council on Homelessness.

Location: ASSEMBLY CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would rename the Homeless Coordinating and Financing Council to the California Interagency Council on Homelessness and would remove authorization for the Secretary of the Business, Consumer Services and Housing' designee to serve as chair of the council. The bill would instead require the Secretary of the Business, Consumer Services and Housing Agency and the Secretary of the California Health and Human Services Agency to serve as cochair of the council. The bill would make other changes to the council's membership, including adding 5 new members, as specified.

Position: Watch

AB 1238 Ting D (Dist. 19) Pedestrian access.

Location: ASSEMBLY VETOED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law prohibits a pedestrian from entering the roadway if the pedestrian is facing a steady circular yellow or yellow arrow warning signal unless otherwise directed by a pedestrian control signal, as specified. This bill would eliminate that prohibition until January 1, 2029.

AB 1291 Frazier D (Dist. 0) State bodies: open meetings.

Location: ASSEMBLY CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law provides that, subject to certain exceptions and reasonable regulations, the state body shall provide members of the public an opportunity to directly address the state body on agenda items. Current law authorizes the state body to limit the amount of time allotted for each member of the public to speak, but specifies that members of the public who use translators shall be given twice that allotted amount of time. This bill would also require a state body, when it limits time for public comment, to provide at least twice the allotted time to a member of the public who utilizes translating technology to address the state body. The bill would additionally make technical, nonsubstantive changes.

AB 1297 Holden D (Dist. 41) California Infrastructure and Economic Development Bank: public and economic development facilities: housing.

Location: ASSEMBLY CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Bergeson-Peace Infrastructure and Economic Development Bank Act defines "public development facilities" for these purposes to mean real and personal property, structures, conveyances, equipment, thoroughfares, buildings, and supporting components thereof, excluding any housing, that are directly related to providing, among other things, housing-related infrastructure, as specified. The act defines "economic development facilities" for these purposes to mean real and personal property, structures, buildings, equipment, and supporting components thereof that are used to provide industrial, recreational, research, commercial, utility, goods movement, or service enterprises.

facilities, community, educational, cultural, or social welfare facilities and any parts or combinations thereof necessary facilities or infrastructure, excluding any housing. This bill would authorize economic development facilities and public development facilities to include housing if the housing meets certain financing requirements and limits, as specified.

AB 1337 Lee D (Dist. 25) Transportation: San Francisco Bay Area Rapid Transit District: policing responsibilities.

Location: ASSEMBLY CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Under current law, a person who enters or remains upon any land, facilities, or vehicles owned, leased, or possessed by specified transit entities that are used to provide public transportation by rail or passenger bus, or are directly related to that use, without permission, or whose entry, presence, or conduct upon the property interferes with, interrupts, or hinders the safe and efficient operation of the transit-related facility, is guilty of a misdemeanor. This bill would specify that a person who enters or remains upon any property, facilities, or vehicles upon which BART owes policing responsibilities to a local government pursuant to an operations and maintenance agreement or similar interagency agreement without permission, or whose entry, presence, or conduct upon that property interferes with, interrupts, or hinders the safe and efficient operation of the transit-related facility, is guilty of a misdemeanor.

Position: Watch

AB 1384 Gabriel D (Dist. 45) Resiliency Through Adaptation, Economic Vitality, and Equity Act of 2022.

Location: ASSEMBLY CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the Natural Resources Agency to release a draft of the state's climate adaptation strategy, known as the Safeguarding California Plan, by January 1, 2017, and every 3 years thereafter, to update the plan by July 1, 2017, and every 3 years thereafter, and to coordinate with other state agencies to identify vulnerabilities to climate change by sectors and priority actions needed to reduce the risks in those sectors. Current law requires, to address the vulnerabilities identified in the plan, state agencies to maximize specified objectives. This bill would instead require the agency to release the draft plan by January 1, 2024, and every 3 years thereafter, and to update the plan by July 1, 2024, and every 3 years thereafter. The bill would require the agency to also coordinate with the Office of Planning and Research and identify, among other things, vulnerabilities to climate change for vulnerable communities, an operational definition of "climate resilience" for each sector and for vulnerable communities, special protections of vulnerable communities and industries that are disproportionately impacted by climate change, opportunities to improve policy and budget coordination across jurisdictions, and timetables and specific metrics to measure and evaluate the state's progress in implementing the plan.

AB 1389 Reyes D (Dist. 47) Clean Transportation Program: project funding preferences.

Location: ASSEMBLY CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law establishes the Clean Transportation Program, administered by the State Energy Resources Conservation and Development Commission, to provide funding to certain entities to develop and deploy innovative technologies that transform California's fuel and vehicle types to help attain the state's climate change policies. Current law requires the commission to give preference to those projects that maximize the goals of the program based on specified criteria. This bill would expand the list of criteria that a project is required to meet in order to be given preference for funding by the commission to include that the project is in a nonattainment area, as specified, and that the project advances the comprehensive strategy for vehicles, as provided.

Position: Watch

Location: ASSEMBLY CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city, and specified land outside its boundaries, that includes, among other mandatory elements, a housing element. For the 4th and subsequent revisions of the housing element, existing law requires the Department of Housing and Community Development to determine the existing and projected need for housing for each region. Current law requires the appropriate council of governments, or the department for cities and counties without a council of governments, to adopt a final regional housing need plan that allocates a share of the regional housing need to each city, county, or city and county, as provided. Current law requires that the final regional housing plan adopted by a council of governments, or a delegate subregion, as applicable, be based on a methodology that includes specified factors, and similarly requires that the department take into consideration specified factors in distributing regional housing need, as provided. Commencing January 1, 2025, this bill would instead require a council of governments or a delegate subregion to consider including specified factors in developing the above-mentioned methodology.

AB 1499 Daly D (Dist. 69) Transportation: design-build: highways.

Location: ASSEMBLY CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes regional transportation agencies, as defined, to utilize design-build procurement for projects on or adjacent to the state highway system. Current law also authorizes those regional transportation agencies to utilize design-build procurement for projects on expressways that are not on the state highway system, as specified. Current law repeals these provisions on January 1, 2024, or one year from the date that the Department of Transportation posts on its internet website that the provisions described below related to construction inspection services for these projects have been held by a court to be invalid. This bill would extend the operation of these provisions until January 1, 2034. The bill would require the department to submit a report to specified committees of the Legislature on or before January 1, 2033, on its experience with design-build procurement.

AB 1680 Lee D (Dist. 25) Transportation: San Francisco Bay Area Rapid Transit District: policing responsibilities.

Location: ASSEMBLY CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law creates the San Francisco Bay Area Rapid Transit District (BART). Existing law authorizes BART to acquire, construct, own, operate, control, or use rights-of-way, rail lines, bus lines, stations, platforms, switches, yards, terminals, parking lots, and any and all other facilities necessary or convenient for rapid transit service, as specified. This bill would amend the above-described provision of SB 357 to instead incorporate the changes to Section 99171 of the Public Utilities Code made by AB 1337 if SB 357 and AB 1337 are enacted and become effective on or before January 1, 2023, rather than January 1, 2022, thereby preserving the changes AB 1337 made to Section 99171 of the Public Utilities Code that would otherwise be deleted by SB 357. This bill contains other related provisions and other existing laws.

AB 1749 Garcia, Cristina D (Dist. 58) Community emissions reduction programs: toxic air contaminants and criteria air pollutants.

Location: ASSEMBLY CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the State Air Resources Board to prepare, and to update at least once every 5 years, a statewide strategy to reduce emissions of toxic air contaminants and criteria air pollutants in communities affected by a high cumulative exposure burden. Current law requires the state board to include in the statewide strategy, among other components, an assessment and identification of communities with high cumulative exposure burdens for toxic air contaminants and criteria air pollutants, prioritizing disadvantaged communities and sensitive receptor locations based on specified factors. This bill would require the state board to additionally identify in each statewide strategy update measures to reduce criteria air pollutants and toxic air contaminants. The bill would authorize an air district that is required to adopt a community emissions reduction program to take up to one additional year to adopt the program, if the state board and a majority of the persons who are designated by the district to participate in the development and adoption of the program agree. The bill would require an air district that is required to adopt a community emissions reduction program to additionally include in its annual report a summary of updates to the program made to ensure consistency with updates to the statewide strategy. The bill would require an air district with a population of 1,000,000 persons or more that issues permits to stationary sources of criteria air pollutants or toxic air contaminants to make available in an easily identifiable location on the air district's internet website all permits issued by the air district for those stationary sources.

AB 1833 Ward D (Dist. 78) San Diego Metropolitan Transit Development Board: North County Transit District: consolidated agency: public contracting.

Location: ASSEMBLY CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The San Diego Regional Transportation Consolidation Act creates the consolidated agency, commonly known as the San Diego Association of Governments (SANDAG), through the consolidation of certain regional transportation planning, programming, and related functions in the County of San Diego from various agencies. Current law requires the San Diego Metropolitan Transit Development Board, North County Transit District, and consolidated agency to follow specified procedures when contracting for certain services, the acquisition or lease of materials, supplies, or equipment, architectural, landscape architectural, engineering, environmental, land surveying, or construction project management services. Current law requires those entities to follow different procedures when the amount of the contract exceeds specified thresholds. This bill would increase those thresholds from \$100,000, or \$50,000 in certain instances, to \$150,000, and would make other clarifying changes, as specified.

AB 1919 Holden D (Dist. 41) Youth Transit Pass Pilot Program: free youth transit passes.

Location: ASSEMBLY VETOED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law declares that the fostering, continuance, and development of public transportation systems are a matter of state concern. Current law authorizes the Department of Transportation to administer various programs and allocates moneys for various public transportation purposes. Upon the appropriation of moneys by the Legislature, this bill would create the Youth Transit Pass Pilot Program, administered by the department, for purposes of awarding grants to transit agencies for the costs of creating, designing, developing, advertising, distributing, and implementing free youth transit passes to persons attending certain educational institutions, providing free transit service to holders of those passes, and administering and participating in the program, as specified. The bill would authorize a transit agency to submit a grant application in partnership with one or more educational institutions and would also authorize grant funds to be used to maintain, subsidize, or expand an existing fare free program, as provided. The bill would authorize a transit agency with an existing fare free program that enables a person 18 year of age or younger to use a transit agency's bus and rail services without paying any additional fare or charge to submit an application without an educational institution partner, as provided.

AB 1938 Friedman D (Dist. 43) Traffic safety: speed limits.

Location: ASSEMBLY CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law establishes various default speed limits for vehicles upon highways, as specified. Current law requires the Department of Transportation (Caltrans), by regulation, to require Caltrans or a local authority to round speed limits up or down to the nearest 5 miles per hour of the 85th percentile of free-flowing traffic. This bill would, if the speed limit needs to be rounded down to the nearest 5 miles per hour increment of the 85th-percentile speed, authorize Caltrans or a local authority to lower the speed limit by 5 miles per hour from the nearest 5 miles per hour of the 85th percentile, as specified. The bill would prohibit the total reduction in the speed limit from exceeding 12.4 miles per hour from the 85th-percentile speed and would authorize a local authority to retain the currently adopted speed limit without further reduction or restore the immediately prior adopted speed limit without further reduction.

AB 2046 Medina D (Dist. 61) University of California, Merced, and University of California, Riverside.

Location: ASSEMBLY CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require certain moneys appropriated by the Legislature during the 2022–23 to 2024–25, inclusive, fiscal years to directly support campus expansion projects or University of California climate initiatives, or both, at the University of California, Riverside, and the University of California, Merced, to supplement and not supplant any current or future funding, as provided. The bill would place certain wage and workforce requirements on projects that receive this funding. The bill would, commencing July 1, 2023, require the University of California to submit an annual report to the Legislature and the Department of Finance regarding these funds, as provided.

Position: Watch

AB 2057 Carrillo D (Dist. 51) Department of Transportation: goods movement data.

Location: ASSEMBLY CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law establishes the Department of Transportation within the agency and, among other things, requires the department to gather data related to public contracts awarded by the department. Current law authorizes the establishment of harbor districts and port districts with specified powers, as provided. This bill would require the department to create a web page on its internet website that contains links to existing registries and databases related to drayage trucks from certain sources. The bill would require maritime ports with annual cargo volumes of greater than 1,000,000 20-foot equivalent units to anonymously survey trucking companies every 2 years on the number of drivers classified as independent contractors and the number of drivers classified as employee drivers, as specified, to post the survey data on their internet websites, and to transmit a link to the data collected to the department.

AB 2097 Friedman D (Dist. 43) Residential, commercial, or other development types: parking requirements.

Location: ASSEMBLY CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for its physical development, and the development of certain lands outside its boundaries, that includes, among other mandatory elements, a land use element, and a conservation element. Current law also authorizes the legislative body of a city or a county to adopt ordinances establishing requirements for parking, and permits variances to be granted from the parking requirements of a zoning ordinance for nonresidential development if the variance will be an incentive to the development and the variance will facilitate access to the development by patrons of public trans

facilities. This bill would prohibit a public agency from imposing any minimum automobile parking requirements on any residential, commercial, or other development project, as defined, that is located within 1/2 mile of public transit, as defined. The bill, notwithstanding the above-described prohibition, would authorize a city, county, or city and county to impose or enforce minimum automobile parking requirements on a housing development project if the public agency makes written findings, within 30 days of the receipt of a completed application, that not imposing or enforcing minimum automobile parking requirements on the development would have a substantially negative impact supported by a preponderance of the evidence in the record, on the public agency's ability to meet its share of specified housing needs or existing residential or commercial parking within 1/2 mile of the housing development.

AB 2254 Muratsuchi D (Dist. 66) State highways: Route 107: relinquishment.

Location: ASSEMBLY CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would authorize the California Transportation Commission to relinquish to the City of Redondo Beach the portion of State Route 107 within the city limits and prescribe conditions that apply upon relinquishment.

AB 2270 Seyarto R (Dist. 67) Authorized emergency vehicles.

Location: ASSEMBLY CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law provides for the exemption of authorized emergency vehicles, as defined, from the payment of a toll or charge on a vehicular crossing, toll highway, or high-occupancy toll (HOT) lane and any related fines, when the authorized emergency vehicle is being driven under specified conditions, including that the vehicle displays public agency identification and is being driven while responding to, or returning from, an urgent or emergency call. Under current law, an authorized emergency vehicle returning from being driven under those specified conditions is not exempt from a requirement to pay a toll or other charge imposed while traveling on a HOT lane. Current law does not prohibit the owner or operator of a toll facility and a local emergency service provider from entering into an agreement for the use of the toll facility. This bill would require the owner or operator of a toll facility, upon the request of the local emergency service provider, to enter into an agreement for the use of a toll facility.

AB 2271 Gipson D (Dist. 64) Los Angeles County Metropolitan Transportation Authority: contracting: local businesses.

Location: ASSEMBLY CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law creates the Los Angeles County Metropolitan Transportation Authority (LA Metro), with various powers and duties with respect to transportation planning, programming, construction, and operations. Current law authorizes LA Metro to provide for a small business preference of 5% of the lowest responsible bidder meeting specifications, with respect to contracts in construction, the construction component of a design-build team, the procurement of goods, or the delivery of services. Current law also authorizes LA Metro to set aside work for competition, until January 1, 2024, (1) among certified small business enterprises and award each contract to the certified small business enterprise that is the lowest responsible bidder whenever the expected expenditure required exceeds \$5,000 but is less than \$3,000,000, as specified, and (2) among medium business enterprises for no more than 20 contracts and award each contract to the medium business enterprise that is the lowest responsible bidder whenever the expected expenditure required exceeds \$3,000,000 but is less than \$30,000,000, as provided. Current law defines a small business enterprise and medium business enterprise for these purposes. This bill would authorize LA Metro to also provide for a local small business enterprise preference of 5% of the lowest responsible bidder meeting specifications, with respect to contracts in construction, the construction component of a design-build team, the procurement of goods, or the delivery of services, and to provide the preference to nonlocal businesses if the bid includes a 30% participation by local small business enterprises. The bill would define a local

small business enterprise for these purposes.

Position: Watch

AB 2344 Friedman D (Dist. 43) Wildlife connectivity: transportation projects.

Location: ASSEMBLY CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require Caltrans, in consultation with the Department of Fish and Wildlife (DFW) and other appropriate agencies, to establish an inventory of connectivity needs on the state highway system where the implementation of wildlife passage features could reduce wildlife-vehicle collisions or enhance wildlife connectivity, as specified. The bill would require Caltrans, no later than July 1, 2024, to develop and publish the inventory and a list of funded transportation projects with wildlife passage features that address wildlife connectivity needs and would require Caltrans to update the inventory and the project list at least once every 2 years.

AB 2438 Friedman D (Dist. 43) Transportation funding: guidelines and plans.

Location: ASSEMBLY VETOED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law provides for the funding of projects on the state highway system and other transportation improvements, including under the interregional transportation improvement program, the state highway operation and protection program, the Solutions for Congested Corridors Program, the Trade Corridor Enhancement Program, and the program within the Road Maintenance and Rehabilitation Program commonly known as the Local Partnership Program. This bill would require, no later than January 1, 2024, the guidelines or plans applicable to those programs to include the strategies established in the Climate Action Plan for Transportation Infrastructure adopted by the Transportation Agency, as provided.

Position: Oppose

AB 2441 Kalra D (Dist. 27) Public employment: local public transit agencies: autonomous transit vehicle technology.

Location: ASSEMBLY VETOED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require a public transit employer to provide written notice to the exclusive employee representative of the workforce affected by autonomous transit vehicle technology of its determination to begin, or its substantive progress toward initiating, any procurement process or a plan to acquire or deploy any autonomous transit vehicle technology for public transit services that would eliminate job functions or jobs of the workforce to which the autonomous transit vehicle technology applies not less than 12 months before commencing the process, plan, or deployment. The bill would require a public transit employer, upon a written request of the exclusive employee representative, to provide specified information to the exclusive employee representative, including the potential gaps in skills that may result from the new service.

AB 2449 Rubio, Blanca D (Dist. 48) Open meetings: local agencies: teleconferences.

Location: ASSEMBLY CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law, the Ralph M. Brown Act, requires, with specified exceptions, that all meetings of a legislative body of local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. The act generally requires posting an agenda at least 72 hours before a regular meeting that contains a brief general description of each item of business to be transacted or discussed at the meeting, and prohibits any action or discussion from being undertaken on any item not appearing on the posted agenda. This bill would revise

and recast those teleconferencing provisions and, until January 1, 2026, would authorize a local agency to teleconferencing without complying with the teleconferencing requirements that each teleconference location be identified in the notice and agenda and that each teleconference location be accessible to the public if at least a quorum of the members of the legislative body participates in person from a singular physical location clearly identified on the agenda that is open to the public and situated within the local agency's jurisdiction.

AB 2480 Arambula D (Dist. 31) Rehabilitation services: persons with vision loss.

Location: ASSEMBLY CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law provides for various services for individuals who are blind, including authorization for the Department of Rehabilitation to appoint counselor-teachers to provide individual guidance and training that will enable adult individuals who are blind adjust to daily living in the home and the community. Current law requires a counselor-teacher to teach an adult individual who is blind reading and writing of braille, typing, travel techniques, and household arts and crafts in accordance with the needs of the blind person. This bill would eliminate the requirement for a counselor-teacher to teach typing and household arts and crafts, and instead would require the counselor-teacher to teach independent living skills and to provide assistive technology training to an adult individual who is blind.

AB 2514 Dahle, Megan R (Dist. 1) State Highway System Management Plan: underserved rural communities.

Location: ASSEMBLY VETOED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the State Highway System Management Plan prepared by the Department of Transportation to also include a comprehensive evaluation of the current state of transportation in underserved rural communities and a transportation needs assessment of the cost to operate, maintain, and provide for the transportation system in underserved rural communities, as specified. The bill would require the department to prepare the evaluation and assessment in consultation with the commission, the Controller, and rural counties.

Position: Watch

AB 2594 Ting D (Dist. 19) Vehicle registration and toll charges.

Location: ASSEMBLY CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the application for an original driver's license or renewal of a driver's license to contain specified information, including the applicant's name, age, gender category, mailing address, and residence address. This bill, with respect to a toll bridge, would require an issuing agency that permits pay-by-plate toll payment or that permits payment by a transponder or other electronic toll payment device to send an invoice by mail for any unpaid toll to the registered vehicle owner. The bill would require the invoice to include a notice to the registered owner that, unless the registered owner pays the toll by the due date shown on the invoice, a toll evasion penalty will be assessed. The bill would require that if the toll charge is not paid within a specified amount of time, the nonpayment would be deemed an evasion of tolls and would require the issuing agency or processing agency to mail a notice of toll evasion violation to the registered owner, as specified. These provisions would become operative on July 1, 2024.

Position: Oppose

AB 2647 Levine D (Dist. 10) Local government: open meetings.

Location: ASSEMBLY CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law, the California Public Records Act, requires state agencies and local agencies to make public records available for inspection, subject to specified criteria, and with specified exceptions. Current law, the Ralph M. Brown Act, requires the meetings of the legislative body of a local agency to be conducted openly and publicly, with specified exceptions. Current law makes agendas of public meetings and other writings distributed to the members of the governing board disclosable public records, with certain exceptions. This bill would instead require a local agency to make those writings distributed to the members of the governing board available for public inspection at a public office or location that the agency designates and list the address of the office or location on the agenda for all meetings of the legislative body of the agency unless the local agency meets certain requirements, including the local agency immediately posts the writings on the local agency's internet website in a position and manner that makes it clear that the writing relates to an agenda item for an upcoming meeting.

AB 2949 Lee D (Dist. 25) Vehicles: toll exemptions.

Location: ASSEMBLY CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Under current law, a person who enters a vehicular crossing becomes liable for any tolls imposed. Current law prescribes the means by which a toll may be collected or paid, including by the use of an electronic transponder or by means of capturing a license plate number and billing the registered owner. Current law prohibits a person from evading, or attempting to evade, the payment of tolls on any vehicular crossing or toll highway. A violation of this prohibition is subject to civil penalties, but it is not a crime. This bill would exempt a vehicle that is registered to a veteran, displaying a specialized veteran license plate, as specified, and registered to a transponder or other electronic toll payment device from payment of a toll or related fines on a toll road, toll bridge, toll highway, vehicular crossing, or any other toll facility, except a high-occupancy toll lane.

SB 7 Atkins D (Dist. 39) Environmental quality: Jobs and Economic Improvement Through Environmental Leadership Act of 2021.

Location: SENATE CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would enact the Jobs and Economic Improvement Through Environmental Leadership Act of 2021, which would reenact the former leadership act, with certain changes, and would authorize the Governor, until January 1, 2024, to certify projects that meet specified requirements for streamlining benefits related to CEQA. The bill would additionally include housing development projects, as defined, meeting certain conditions as projects eligible for certification. The bill would, except for those housing development projects, require the quantification and mitigation of the impacts of a project from the emissions of greenhouse gases, as provided. The bill would revise and recast the labor-related requirements for projects undertaken by both public agencies and private entities. The bill would provide that the Governor is authorized to certify a project before the lead agency certifies the final EIR for the project.

SB 9 Atkins D (Dist. 39) Housing development: approvals.

Location: SENATE CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Planning and Zoning Law provides for the creation of accessory dwelling units by local ordinance, or, if a local agency has not adopted an ordinance, by ministerial approval, in accordance with specified standards and conditions. This bill, among other things, would require a proposed housing development containing no more than 2 residential units within a single-family residential zone to be considered ministerially, without discretionary review or hearing, if the proposed housing development meets certain requirements, including, but not limited to, that the proposed housing development would not require demolition or alteration of housing that is subject to a recorded

covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low income, that the proposed housing development does not allow for the demolition of more than 25% of the existing exterior structural walls, except as provided, and that the development is not located within a historic district, is not included on the State Historic Resources Inventory, or is not within a site that is legally designated or listed as a city or county landmark or historic property or district.

Position: Oppose

SB 44 Allen D (Dist. 26) California Environmental Quality Act: streamlined judicial review: environmental leadership transit projects.

Location: SENATE CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would, until January 1, 2025, establish specified procedures for the administrative and judicial review of the environmental review and approvals granted for an environmental leadership transit project, as defined, proposed by a public or private entity or its affiliates that is located wholly within the County of Los Angeles or connects to an existing transit project wholly located in that county and that is approved by the lead agency on or before January 1, 2024. The bill would require the project applicant of the environmental leadership transit project to take certain actions in order for those specified procedures to apply to the project. The bill would require the Judicial Council, on or before January 1, 2023, to adopt rules of court establishing procedures requiring actions or proceedings seeking judicial review pursuant to CEQA or the granting of project approvals, including any appeals to the court of appeal or the Supreme Court, to be resolved, to the extent feasible, within 365 calendar days of the filing of the certified record of proceedings with the court to an action or proceeding seeking judicial review of the lead agency action related to an environmental leadership transit project.

SB 95 Skinner D (Dist. 9) Employment: COVID-19: supplemental paid sick leave.

Location: SENATE CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would provide for COVID-19 supplemental paid sick leave for covered employees, as defined, who are unable to work or telework due to certain reasons related to COVID-19, including that the employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19. The bill would entitle a covered employee to 80 hours of COVID-19 supplemental paid sick leave if that employee either works full time or was scheduled to work, on average, at least 40 hours per week for the employer in the 2 weeks preceding the date the covered employee took COVID-19 supplemental paid sick leave. The bill would provide a different calculation for supplemental paid sick leave for a covered employee who is a firefighter subject to certain work schedule requirements and for a covered employee working fewer or variable hours, as specified.

SB 266 Newman D (Dist. 29) State park system: Chino Hills State Park: expansion.

Location: SENATE CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the Department of Parks and Recreation to provide assistance acquiring and accepting land immediately adjacent to, and that expands, Chino Hills State Park, by transferring 3 specified properties into the state park system. The bill would require the department to manage the acquired properties and parcels with specified funds as part of the Chino Hills State Park, as provided.

Position: Support

SB 274 Wieckowski D (Dist. 10) Local government meetings: agenda and documents.

Location: SENATE CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Ralph M. Brown Act requires meetings of the legislative body of a local agency to be open and public and also requires regular and special meetings of the legislative body to be held within the boundaries of the territory over which the local agency exercises jurisdiction, with specified exceptions. Current law authorizes a person to request that a copy of an agenda, or a copy of all the documents constituting the agenda packet, of any meeting of a legislative body be mailed to that person. This bill would require a local agency with an internet website, or its designee, to email a copy of, or website link to, the agenda or a copy of all the documents constituting the agenda packet if the person requests that the items be delivered by email. If a local agency determines it to be technologically infeasible to send a copy of the documents or a link to a website that contains the documents by email or by other electronic means, the bill would require the legislative body or its designee to send by mail a copy of the agenda or a website link to the agenda and to mail a copy of all other documents constituting the agenda packet, as specified.

SB 278 Leyva D (Dist. 20) Public Employees' Retirement System: disallowed compensation: benefit adjustments.

Location: SENATE CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Public Employees' Pension Reform Act of 2013 (PEPRA) generally requires a public retirement system, as defined, to modify its plan or plans to comply with the act. PEPRA, among other things, establishes new defined benefit formulas and caps on pensionable compensation. This bill would establish new procedures under PERL for cases in which PERS determines that the benefits of a member or annuitant are, or would be, based on disallowed compensation that conflicts with PEPRA and other specified laws and thus impermissible under PERL. The bill would also apply these procedures retroactively to determinations made on or after January 1, 2017, if an appeal has been filed and the employee member, survivor, or beneficiary has not exhausted their administrative or legal remedies. At the threshold, after determining that compensation for an employee member reported by the state, school employer, or a contracting agency is disallowed, the bill would require the applicable employer to discontinue the reporting of the disallowed compensation.

Position: Work with Author

SB 290 Skinner D (Dist. 9) Density Bonus Law: qualifications for incentives or concessions: student housing for lower income students: moderate-income persons and families: local government constraints.

Location: SENATE CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the amount of a density bonus and the number of incentives or concessions a qualifying developer receives to be pursuant to a certain formula based on the total number of units in the housing development, as specified. This bill would require a unit designated to satisfy the inclusionary zoning requirements of a city or county to be included in the total number of units on which a density bonus and the number of incentives or concessions are based. The bill would require a city or county to grant one incentive or concession for a student housing development project that will include at least 20% of the total units for lower income students.

SB 339 Wiener D (Dist. 11) Vehicles: road usage charge pilot program.

Location: SENATE CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the Chair of the California Transportation Commission to create a Road Usage Charge (RUC) Technical Advisory Committee in consultation with the Secretary of Transportation. Under existing law, the purpose of the technical advisory committee is to guide the development and evaluation of a pilot program to assess the

potential for mileage-based revenue collection as an alternative to the gas tax system. Current law requires technical advisory committee to study RUC alternatives to the gas tax, gather public comment on issues and concerns related to the pilot program, and make recommendations to the Secretary of Transportation on the design of a pilot program, as specified. Current law repeals these provisions on January 1, 2023. This bill would extend the operation of these provisions until January 1, 2027.

SB 500 Min D (Dist. 37) Autonomous vehicles: zero emissions.

Location: SENATE CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law provides for various programs to promote the use of zero-emission vehicles, including the Clean Vehicle Rebate Project, which was established by the State Air Resources Board as a part of the Air Quality Improvement Program, to promote the use of zero-emission vehicles by providing rebates for the purchase of new zero-emission vehicles, and the Charge Ahead California Initiative, which establishes various goals, including the goal of placing in service at least 1,000,000 zero-emission and near-zero-emission vehicles by January 1, 2023. This bill, commencing January 1, 2030, and to the extent authorized by federal law, would prohibit the operation of certain new autonomous vehicles that are not zero-emission vehicles, as defined. The bill would also prohibit the DMV from commencing rulemaking for the adoption of regulations implementing this provision until January 1, 2027.

Position: Watch

SB 606 Gonzalez D (Dist. 33) Workplace safety: violations of statutes: enterprise-wide violations: egregious violations.

Location: SENATE CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the Division of Occupational Safety and Health to issue a citation for a violation of provisions relating to the spraying of asbestos, or any standard, rule, order, or regulation established pursuant to specified provisions of the California Occupational Safety and Health Act of 1973 if, upon inspection or investigation, the division believes that an employer has committed a violation. Current law imposes penalties of certain maximum amounts depending on whether the violation is serious, uncorrected, or willful or repeated. Current law authorizes the division to seek an injunction restraining certain uses or operations of employment that constitute a serious menace to the lives or safety of persons, as specified. This bill would create a rebuttable presumption that a violation committed by an employer that has multiple worksites is enterprise-wide if the employer has a written policy or procedure that violates these provisions, except as specified, or the division has evidence of a pattern or practice of the same violation committed by that employer involving more than one of the employer's worksites. The bill would authorize the division to issue an enterprise-wide citation requiring enterprise-wide abatement if the employer fails to rebut such a presumption.

SB 640 Becker D (Dist. 13) Transportation financing: jointly funded projects.

Location: SENATE CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law provides for the deposit of various funds, including revenues from certain increases in fuel taxes and vehicle fees, for the program into the Road Maintenance and Rehabilitation Account. After certain allocations for the program are made, existing law requires the remaining funds available for the program to be continuously appropriated 50% for allocation to the department for maintenance of the state highway system or for the State Highway Operation and Protection Program and 50% for apportionment to cities and counties by the Controller pursuant to a specified formula. Current law requires a city or county to submit to the California Transportation Commission a list of proposed projects, as specified, to be eligible for an apportionment of those funds. This bill would authorize cities and counties to propose projects to be jointly funded by the cities and counties.

apportionments of those funds, as specified.

SB 643 Archuleta D (Dist. 32) Fuel cell electric vehicle fueling infrastructure and fuel production: statewide assessment.

Location: SENATE CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would, until January 1, 2030, require the Energy Commission, in consultation with the State Air Resources Board and the Public Utilities Commission, to prepare a statewide assessment of the fuel cell electric vehicle fueling infrastructure and fuel production needed to support the adoption of zero-emission trucks, buses, and off-road vehicles at levels necessary for the state to meet specified goals and requirements relating to vehicular air pollution. The bill would require the statewide assessment to consider all necessary fuel production and distribution infrastructure, as specified, to meet those goals and requirements and to examine existing and future fuel production and distribution infrastructure needs throughout the state, including in low-income communities.

SB 657 Ochoa Bogh R (Dist. 23) Employment: electronic documents.

Location: SENATE CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law regulates the wages, hours, and working conditions of any worker employed in any occupation, trade, or industry, whether compensation is measured by time, piece, or otherwise, except as specified. This bill would provide that, in any instance in which an employer is required to physically post information, an employer may also distribute that information to employees by email with the document or documents attached. The bill would specify that this does not alter the employer's obligation to physically display the required posting.

SB 671 Gonzalez D (Dist. 33) Transportation: Clean Freight Corridor Efficiency Assessment.

Location: SENATE CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would establish the Clean Freight Corridor Efficiency Assessment, to be developed by the California Transportation Commission, in coordination with other state agencies. In developing the assessment, the bill would require the commission to identify freight corridors, or segments of corridors, throughout the state that would be priority candidates for the deployment of zero-emission medium- and heavy-duty vehicles. The bill would require the commission to submit a report containing the assessment's findings and recommendations to certain committees of the Legislature by December 1, 2023. The bill would require the assessment's findings and recommendations to be incorporated into the development of the California Transportation Plan. The bill would require the state freight plan to include a description of needed infrastructure, projects, and operations for the deployment of zero-emission medium- and heavy-duty vehicles and the development of freight corridors identified in the assessment.

SB 674 Durazo D (Dist. 24) Public Contracts: workforce development: covered public contracts.

Location: SENATE CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would establish the High Road Jobs in Transportation-Related Public Contracts and Grants Pilot Program to support the creation of equitable high-quality transportation and related manufacturing and infrastructure jobs. The bill would require a covered public contract, defined as a public contract awarded by the Department of General Services or the Department of Transportation for the acquisition of zero-emission transit vehicles or electric vehicle supply equipment valued at \$10,000,000 or more, except as specified, to incorporate high road job standards, as specified.

Position: Watch

Location: SENATE CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law, commonly referred to as the Density Bonus Law, requires a city or county to provide a developer that proposes a housing development within the city or county with a density bonus and other incentives or concessions as specified, if the developer agrees to construct, among other options, specified percentages of units for moderate income or, lower, or very low income households and meets other requirements. Current law requires the developer and the city or county to ensure that the initial occupant of a for-sale unit that qualified the developer for the award of the density bonus is a person or family of very low, low, or moderate income. This bill instead, would require the developer and the city or county to ensure that (1) a for-sale unit that qualified the developer for the award of the density bonus is initially occupied by a person or family of the required income, offered at an affordable housing cost, as defined, and includes an equity sharing agreement, as specified, or (2) a qualified nonprofit housing organization that is receiving the above-described welfare exemption purchases the unit pursuant to a specified recorded contract that includes an affordability restriction, an equity sharing agreement, as specified, and a repurchase option that requires a subsequent purchaser that desires to sell or convey the property to first offer the nonprofit corporation the opportunity to repurchase the property.

SB 790 Stern D (Dist. 27) Wildlife connectivity actions: compensatory mitigation credits.

Location: SENATE CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would authorize the Department of Fish and Wildlife approve compensatory mitigation credits for wildlife connectivity actions taken under the conservation and mitigation banking program or the regional conservation investment strategy program. In order to receive compensatory mitigation credits from the department under this authority, the bill would require the wildlife connectivity action to meet specified requirements. The bill would authorize a compensatory mitigation credit created under this authority to be used to fulfill, in whole or in part, compensatory mitigation requirements established under any state or federal environmental law, as determined by the applicable local, state, or federal regulatory agency. The bill would authorize the department to adopt guidelines and criteria to aid in the implementation of these provisions and would exempt the development, adoption, or amendment of these guidelines or criteria from the Administrative Procedure Act.

SB 852 Dodd D (Dist. 3) Climate resilience districts: formation: funding mechanisms.

Location: SENATE CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes the legislative body of a city or a county to establish an enhanced infrastructure financing district to finance public capital facilities or other specified projects of communitywide significance, including projects that enable communities to adapt to the impacts of climate change. Current law also requires the legislative body to establish a public financing authority, defined as the governing board of the enhanced infrastructure financing district, prior to the adoption of a resolution to form an enhanced infrastructure district and adopt an infrastructure financing plan. This bill would authorize a city, county, city and county, special district, or a combination of any of those entities to form a climate resilience district, as defined, for the purposes of raising and allocating funding for eligible projects and the operating expenses of eligible projects. The bill would deem each district to be an enhanced infrastructure financing district and would require each district to comply with existing law concerning enhanced infrastructure financing districts, except as specified. The bill would require a district to finance only specified projects that meet the definition of an eligible project. The bill would define “eligible project” to mean projects that address sea level rise, extreme heat, extreme cold, the risk of wildfire, drought, and the risk of flooding, as specified.

Position: Watch**SB 886 Wiener D (Dist. 11) California Environmental Quality Act: exemption: public universities: university housing development projects.****Location: SENATE CHAPTERED**

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would, until January 1, 2030, exempt from the California Environmental Quality Act (CEQA) a university housing development project, as defined, carried out by a public university, as defined, on real property owned by the public university if the project meets certain requirements, including that each building within the project is certified as Leadership in Energy and Environmental Design (LEED) platinum or better by the United States Green Building Council, that the project's construction impacts are fully mitigated, and that the project is not located, in whole or in part, on certain types of sites, including a site that is within a special flood hazard area subject to inundation by a 1% annual chance flood or within a regulatory floodway as determined by the Federal Emergency Management Agency as provided. The bill, with respect to a site that is within a special flood hazard area subject to inundation by a 1% annual chance flood or within a regulatory floodway, would prohibit a local government from denying an application on the basis that a public university did not comply with any additional permit requirement, standard, or action adopted by that local government applicable to the site if the public university is able to satisfy all applicable federal qualifying criteria in order to demonstrate that the site meets these criteria and is otherwise eligible to be exempt from CEQA pursuant to the above requirements. By imposing additional duties on local governments, this bill would impose a state-mandated local program.

Position: Watch**SB 922 Wiener D (Dist. 11) California Environmental Quality Act: exemptions: transportation-related projects.****Location: SENATE CHAPTERED**

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Environmental Quality Act (CEQA), until January 1, 2030, exempts from its requirements bicycle transportation plans for an urbanized area for restriping of streets and highways, bicycle parking and storage, signal timing to improve street and highway intersection operations, and related signage for bicycles, pedestrians, and vehicles under certain conditions. This bill would delete the requirement that the bicycle transportation plan is for an urbanized area. The bill would extend the exemption to an active transportation plan or pedestrian plan. The bill would define "active transportation plan" and "pedestrian plan." The bill would specify that individual projects that are a part of an active transportation plan or pedestrian plan remain subject to the requirements of CEQA unless those projects are exempt by another provision of law.

Position: Support**SB 942 Newman D (Dist. 29) Low Carbon Transit Operations Program: free or reduced fare transit program.****Location: SENATE CHAPTERED**

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law continuously appropriates specified portions of the annual proceeds in the Greenhouse Gas Reduction Fund to various programs, including 5% for the Low Carbon Transit Operations Program, which is administered by the Department of Transportation and provides operating and capital assistance for transit agencies to reduce the emissions of greenhouse gases and improve mobility. Current law requires each of those transit agencies to demonstrate that each expenditure of program moneys allocated to the transit agency reduces the emissions of greenhouse gases and does not supplant another source of funds, to use those moneys to provide transit operating

or capital assistance, to use at least 50% of those moneys to benefit disadvantaged communities, and to submit specified information to the department before seeking a disbursement of those program moneys, as specified. Current law authorizes a transit agency that has used program moneys for certain authorized operational assistance purposes in a previous fiscal year to use those moneys to continue the same service or program in any subsequent fiscal year if the transit agency can demonstrate that reductions in the emissions of greenhouse gases can be realized. This bill would exempt a transit agency using program moneys for the continuation of a free or reduced fare transit program from the above-described requirement to demonstrate that reductions in the emissions of greenhouse gas can be realized through the continuation of its transit program, and authorize the transit agency to continue to use those moneys for that purpose without any restriction to length of time.

Position: Support

SB 959 Portantino D (Dist. 25) Surplus residential property: use of funds: priorities and procedures: City of Pasadena.

Location: SENATE CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law establishes priorities and procedures that any state agency disposing of surplus residential property is required to follow. Under current law, specified single-family residences must first be offered to their present occupants, as specified. Current law then requires the property to be offered to housing-related entities, as provided, prior to placing the property up for sale for fair market value, subject to specified priorities. This bill, with respect to surplus residential property that is located within the City of Pasadena, would instead require that if the surplus residential property is not sold to a present occupant, as described above, the property be offered at fair market value to present tenants who have occupied the property for 5 years or more and who are in good standing with all rent obligations current and paid in full, with first right of occupancy to the present occupants. The bill would then require that the property be offered to the City of Pasadena, subject to specified terms and conditions.

SB 991 Newman D (Dist. 29) Public contracts: progressive design-build: local agencies.

Location: SENATE CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes the Director of General Services to use the progressive design-build procurement process for the construction of up to 3 capital outlay projects, as jointly determined by the Department of General Services and the Department of Finance, and prescribes that process. Current law defines “progressive design-build” as a project delivery process in which both the design and construction of a project are procured from a single entity that is selected through a qualifications-based selection at the earliest feasible stage of the project. Current law, pursuant to the process, after selection of a design-build entity, authorizes the Department of General Services to contract for design and preconstruction services sufficient to establish a guaranteed maximum price, as defined. Current law authorizes the department, upon agreement on a guaranteed maximum price, to amend the contract in its sole discretion, as specified. Current law requires specified information to be verified under penalty of perjury. This bill, until January 1, 2029, would authorize local agencies, defined as any city, county, city and county, or special district authorized by law to provide for the production, storage, supply, treatment, or distribution of any water from any source, to use the progressive design-build process for up to 15 public works projects in excess of \$5,000,000 for each project, similar to the progressive design-build process authorized for use by the Director of General Services.

SB 1100 Cortese D (Dist. 15) Open meetings: orderly conduct.

Location: SENATE CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes the members of the legislative body conducting the meeting to order the meeting room cleared and continue in session, as prescribed, if a group or groups have willfully interrupted the orderly conduct of

a meeting and order cannot be restored by the removal of individuals who are willfully interrupting the meeting. The bill would authorize the presiding member of the legislative body conducting a meeting or their designee to remove, or cause the removal of, an individual for disrupting the meeting. The bill, except as provided, would require removal to be preceded by a warning to the individual by the presiding member of the legislative body or their designee that the individual's behavior is disrupting the meeting and that the individual's failure to cease their behavior may result in their removal. The bill would authorize the presiding member or their designee to then remove the individual if the individual does not promptly cease their disruptive behavior. The bill would define "disrupting" for this purpose.

SB 1121 Gonzalez D (Dist. 33) State and local transportation system: needs assessment.

Location: SENATE CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the California Transportation Commission to adopt and submit to the Legislature an annual report summarizing its prior-year decisions in allocating transportation capital outlay appropriations, and identifying timely and relevant transportation issues facing the state. Current law authorizes the report to also include a discussion of any significant upcoming transportation issues anticipated to be of concern to the public and the Legislature and requires the report to include specific, action-oriented, and pragmatic recommendations for legislation to improve the transportation system. This bill would require the commission, in consultation with the Transportation Agency and the Department of Transportation, to prepare a needs assessment of the cost to operate, maintain, and provide for the necessary future growth of the state and local transportation system for the next 10 years, as provided. As part of the needs assessment, the bill would require the commission to forecast the expected revenue, including federal, state, and local revenues, to pay for the cost identified in the needs assessment, any shortfall in revenue to cover the cost, and recommendations on how any shortfall should be addressed.

Position: Support

SB 1175 McGuire D (Dist. 2) Department of Transportation: intermodal passenger services: rail corridors.

Location: SENATE CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes the Department of Transportation to construct, acquire, or lease, and improve and operate, rail passenger terminals and related facilities that provide intermodal passenger services along specified corridors. This bill would expand that authorization to include the Sacramento-Larkspur-Novato-Cloverdale corridor.

SCA 2 Allen D (Dist. 26) Public housing projects.

Location: SENATE CHAPTERED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Constitution prohibits the development, construction, or acquisition of a low-rent housing project, as defined, in any manner by any state public body until a majority of the qualified electors of the city, town, or county in which the development, construction, or acquisition of the low-rent housing project is proposed approve the project by voting in favor at an election, as specified. This measure would repeal these provisions.

Total Measures: 81

Total Tracking Forms: 81

Minute Action

AGENDA ITEM: 13

Date: December 7, 2022

Subject:

Federal Legislative Update

Recommendation:

Receive and file the November 2022 Federal Legislative Update.

Background:

San Bernardino County Transportation Authority (SBCTA) Legislative Affairs staff, along with representatives from federal advocates, Potomac Partners D.C., LLC, updated the Legislative Policy Committee on November 9, 2022 on the ongoing Fiscal Year (FY) 2023 Appropriations process and the results of the November 8, 2022 mid-term elections.

The House of Representatives (House) and Senate recessed the week of October 24, 2022, to return to their districts to campaign for the midterm elections. Both chambers will return to session the week of November 14, 2022, to resume work.

Fiscal Year 2023 Appropriations Process

On September 27, 2022, a Continuing Resolution (CR) was enacted to fund the federal government at Fiscal Year (FY) 2022 levels until December 16, 2022.

The CR was necessary to avoid a government shutdown since none of the twelve FY 2023 annual appropriations bills had been signed into law.

As the House and Senate return from recess, the FY 2023 appropriations bills will be the primary focus of both chambers. It is expected that the FY 2023 appropriations package will be considered in one omnibus bill, along with the annual National Defense Authorization Act (NDAA).

Midterm Elections

The November 8, 2022, midterm elections are expected to bring significant change to Congress. Due to the 2020 Census, California lost a congressional seat for the first time in the state's history and the resulting redistricting process created a number of competitive seats.

Financial Impact:

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

Reviewed By:

This item was received by the Legislative Policy Committee on November 9, 2022.

Responsible Staff:

Otis Greer, Director of Legislative and Public Affairs

Approved
Board of Directors
Date: December 7, 2022

Witnessed By:

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

Minute Action

AGENDA ITEM: 14

Date: December 7, 2022

Subject:

Board Member Appointments

Recommendation:

A. Approve the re-appointment of Mayor Ray Marquez, City of Chino Hills, to the Gold Line Phase II Joint Powers Authority to serve as the alternate member for an additional two-year term expiring December 31, 2024.

B. Approve the re-appointment of Mayor Deborah Robertson, City of Rialto, to the One Water One Watershed Steering Committee of the Santa Ana Watershed Project Authority for an additional four-year term expiring December 31, 2026.

C. Approve the re-appointment of Mayor Ray Marquez, City of Chino Hills, to the SR 91 Advisory Committee as an Ex-Officio representative, for an additional two-year term expiring December 31, 2024.

D. Approve the re-appointment of Mayor Larry McCallon, City of Highland, to the Mobile Source Air Pollution Reduction Review Committee to serve as the primary member for an additional two-year term expiring December 31, 2024. In addition, note the upcoming vacancy for an alternate member to serve on the Mobile Source Air Pollution Reduction Review Committee for a two-year term.

E. Note the Presidential appointment of Mayor Deborah Robertson, City of Rialto; and Mayor Pro Tem Art Bishop, Town of Apple Valley, to serve on the Inland Regional Energy Network (I-REN) Executive Committee, for a two-year term expiring December 31, 2024.

F. Note the Presidential re-appointment of Mayor Pro Tem Rick Denison, Town of Yucca Valley; and County Supervisor Dawn Rowe, to serve on the SBCTA Transit Committee for additional two-year terms expiring December 31, 2024. In addition, note the vacancies for three valley-members to serve on the SBCTA Transit Committee, for a two-year term, January 1, 2023 – December 31, 2024.

G. Note the Presidential re-appointments of Mayor Larry McCallon, City of Highland; Mayor Pro Tem Alan Wapner, City of Ontario; and Mayor Pro Tem Rick Denison, Town of Yucca Valley, to serve on the SBCTA Legislative Policy Committee for additional two-year terms expiring December 31, 2024. In addition, note the upcoming vacancy for one County Supervisor to serve on the Legislative Policy Committee, for a two-year term, January 1, 2023 – December 31, 2024.

H. Note the Presidential re-appointment of Mayor Pro Tem Alan Wapner, Mayor Pro Tem Art Bishop, Supervisor Joe Baca Jr., Supervisor Paul Cook, Mayor Larry McCallon, Mayor L. Dennis Michael, Mayor Frank Navarro, Mayor Deborah Robertson, and Mayor Acquanetta Warren to serve on the SBCTA I-10 and I-15 Corridor Joint Sub-Committee for additional two-year terms expiring on December 31, 2024.

I. Note the Presidential re-appointments of Mayor Pro Tem Alan Wapner, City of Ontario, to serve as the primary member; and Mayor John Dutrey, City of Montclair, to serve as the

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

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alternate member, on the Metro Gold Line Foothill Extension Construction Authority for additional two-year terms expiring on December 31, 2024.

J. Note the Presidential re-appointment of Mayor Pro Tem Alan Wapner, City of Ontario, to the California Association of Councils of Governments (CALCOG) for an additional two-year term expiring December 31, 2024.

K. Note the upcoming vacancy for one member to serve on the Southern California Association of Governments (SCAG) Energy and Environment Committee for a term expiring December 31, 2023.

L. Note the upcoming vacancy for two members to serve on the SCAG Community, Economic, and Human Development Committee for a term expiring December 31, 2023.

Background:

Recommendation A: This recommendation requests approval to re-appoint Mayor Ray Marquez, City of Chino Hills to the Gold Line Phase II Joint Powers Authority (JPA) to serve as the alternate member for an additional two-year term expiring on December 31, 2024. The Gold Line Phase II JPA is formed by the 14 cities along the Gold Line route and San Bernardino County Transportation Authority (SBCTA). It is the forum for the review, consideration, study, development and recommendation of policies and plans for the extension of the Gold Line from Pasadena to Montclair. Members of the Gold Line Phase II JPA receive a stipend of \$100.00 paid by the Gold Line Authority for participation. This appointment requires Board approval.

Recommendation B: This recommendation requests approval to re-appoint Mayor Deborah Robertson, City of Rialto, to the One Water One Watershed (OWOW) Steering Committee of the Santa Ana Watershed Project Authority, to serve an additional four-year term expiring December 31, 2026. The OWOW Steering Committee is responsible for developing the integrated Regional Water Management Plan for the Santa Ana River and meets the 4th Thursday of January, March, May, July, September, and the 3rd Thursday of November at 11:00 AM, at the Santa Ana Watershed Project Authority (SAWPA). Members of the Steering Committee do not receive a stipend. This appointment requires Board approval.

Recommendation C: This recommendation requests approval to re-appoint Mayor Ray Marquez, City of Chino Hills, to serve as the Ex-Officio member on the SR 91 Advisory Committee for an additional two-year term expiring on December 31, 2024. Senate Bill 1316, as successor to Assembly Bill (AB) 1010, the enabling legislation for Orange County Transportation Authority's (OCTA) purchase of the State Route 91 toll road, calls for the creation of an Advisory Committee composed of 10 voting members and three (3) non-voting members. The voting members of the Advisory Committee consist of five (5) members from the OCTA Board of Directors and five members from the Riverside County Transportation Commission. The non-voting members are composed of the California Department of Transportation District Directors from Districts 8 and 12, and a member of the San Bernardino County Transportation Authority. This appointment requires Board approval.

Recommendation D: This recommendation requests approval for the re-appointment of Mayor Larry McCallon, City of Highland, to the Mobile Source Air Pollution Reduction Review Committee to serve as the primary member for an additional two-year term expiring on December 31, 2024. This committee develops and implements work programs which reduce

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mobile source emissions, funded by AB2766. County Commissions, South Coast Air Quality Management District, and Air Resources Board have one appointment with alternates. Members receive a stipend of \$100 per day paid by SBCTA. This appointment requires Board approval. In addition, there is also an upcoming vacancy for an alternate member to serve on the Mobile Source Air Pollution Reduction Review Committee for a two-year term. Alternate members only receive a stipend in the absence of the primary member. This appointment requires Board approval.

Recommendation E: This recommendation is to note the appointment of Mayor Deborah Robertson, City of Rialto, and Mayor Pro Tem Art Bishop, Town of Apple Valley, to serve on the Inland Regional Energy Network (I-REN) Program Executive Committee, for a two-year term expiring December 31, 2024. On October 5, 2022, the SBCTA Board of Directors authorized the Executive Director to finalize and execute Memorandum of Agreement (MOA) No. 22-1002767 with the Western Riverside Council of Governments (WRCOG) and the Coachella Valley Association of Governments (CVAG) for the I-REN Program. The I-REN will be governed by an Executive Committee, consisting of three (3) representative votes from each entity (SANBAG, WRCOG, and CVAG) and will meet on a quarterly basis. The Committee will have the final responsibility to make all executive decisions regarding overall I-REN prioritization, manage portfolio-level budgets, program design, authorize relevant California Public Utilities Commission (CPUC) regulatory filings and provide authorization for any procurements. The SBCTA Board President is authorized to appoint three (3) Board Members to this committee. Stipends for the Executive Committee members are not an allowable expense under the CPUC rules.

Recommendation F: This recommendation is to note the Presidential re-appointment of Mayor Pro Tem Rick Denison, Town of Yucca Valley; and Supervisor Dawn Rowe, to serve on the SBCTA Transit Committee for additional two-year terms expiring December 31, 2024. In addition, there are vacancies for three (3) valley-members to serve on the SBCTA Transit Committee for a two-year term. The Transit Committee provides policy guidance and recommendations to the SBCTA Board of Directors and Southern California Regional Rail Authority delegates with respect to commuter rail and transit service. SBCTA Policy No. 10001 authorizes the SBCTA President to make Presidential appointments to SBCTA Policy Committees.

Recommendation G: This recommendation is to note the Presidential re-appointments of Mayor Larry McCallon, City of Highland; Mayor Pro Tem Alan Wapner, City of Ontario; and Mayor Pro Tem Rick Denison, Town of Yucca Valley, to serve on the SBCTA Legislative Policy Committee (LPC) for additional two-year terms expiring December 31, 2024. In addition, there is also a vacancy for one (1) County member to serve on the Legislative Policy Committee for a two-year term. According to Policy No. 10002, the Committee shall be composed of the President, Vice-President, Immediate Past President and four (4) Board members appointed by the President: one (1) East Valley member, one (1) West Valley member, one (1) Mountain/Desert member and one (1) County member. Members of this Committee shall serve for the duration of the State and Federal two-year legislative session in which they were appointed, with terms expiring December 31 of even-numbered years. Per Policy No. 10050, no stipend shall be paid for attendance at Legislative Policy Committee meetings.

Recommendation H: This recommendation is to note the Presidential re-appointments of the following members to serve on the SBCTA I-10 and I-15 Corridor Joint Sub-Committee for a two-year term expiring on December 31, 2024: Mayor Pro Tem Alan Wapner, City of Ontario; Mayor Pro Tem Art Bishop, Town of Apple Valley; Supervisor Joe Baca Jr.; Supervisor Paul Cook; Mayor Larry McCallon, City of Highland; Mayor L. Dennis Michael, City of Rancho Cucamonga; Mayor Frank Navarro, City of Colton; Mayor Deborah Robertson, and Mayor Acquanetta Warren. SBCTA Policy No. 10008 authorizes the SBCTA President to make appointments to this policy committee.

Recommendation I: This recommendation is to note the Presidential re-appointment of Mayor Pro Tem Alan Wapner, City of Ontario, to serve as the primary member; and Mayor John Dutrey, City of Montclair, to serve as the alternate member, on the Metro Gold Line Foothill Extension Construction Authority for additional two-year terms expiring on December 31, 2024. The Authority is responsible for the development of a light rail project from the City of Los Angeles into San Bernardino County. Members receive a stipend of \$150 for each day spent on Authority business, not to exceed \$600 per month paid by the Authority.

Recommendation J: This recommendation is to note the Presidential re-appointment of Mayor Pro Tem Alan Wapner, City of Ontario, to the California Association of Councils of Governments (CALCOG) for an additional two-year term expiring on December 31, 2024. CALCOG provides a forum for study, discussion and action on statewide problems of mutual interest to cities, counties and councils of governments.

Recommendations K & L: These recommendations are to note the vacancy for a member of the Board to serve on the Southern California Association of Governments (SCAG) Energy and Environment Committee; and, to note two (2) vacancies to serve on the SCAG Community, Economic and Human Development Committee. Board policy states that appointees to SCAG Committees must be Board Members. However, should there not be a Primary Board Member able to serve an Alternate Board Member may be appointed. Per Policy No. 10001, the SBCTA President is authorized to make appointments to SCAG Committees. SCAG Committees meet the first Thursday of each month. Subregional appointees receive a stipend of \$120 for up to four (4) Policy or Task Force meetings per month paid by SCAG.

SBCTA Policy No. 10001 authorizes the SBCTA President to make Presidential appointments to SBCTA Transit Policy Committee, Legislative Policy Committee, SCAG Policy Committees, CALCOG and other such regular or special committee appointment as may be approved by action of the Board of Directors. The policy also states that Presidential appointments will be reported to the Board.

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

Financial Impact:

This item does not have a financial impact on the adopted budget.

Reviewed By:

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

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Responsible Staff:

Marleana Roman, Clerk of the Board

Approved
Board of Directors
Date: December 7, 2022

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 15

Date: December 7, 2022

Subject:

US 395 Phase 2 Widening Project - Right-of-Way Services Request for Proposals No. 23-1002844

Recommendation:

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

Authorize release of Request for Proposals No. 23-1002844 for Right-of-Way Professional Services for the US 395 Phase 2 Widening Project in the City of Hesperia and the City of Victorville.

Background:

San Bernardino County Transportation Authority (SBCTA) staff requests approval for the release of a Request for Proposals (RFP) for Right-of-Way (ROW) Professional Services for the US 395 Phase 2 Widening Project (Project).

US 395 is designated as a “Priority Interregional Highway” in the California Department of Transportation (Caltrans) 2021 Interregional Transportation Strategic Plan (ITSP). US 395 is widely recognized as a critical linkage for goods movement, supporting the economies of multiple inland counties and an important agricultural route to and from the Central Valley.

In July 2002, the Board of Directors (Board) approved Contract No. C03009, US 395 Development Review Memorandum of Understanding (MOU), between Caltrans, San Bernardino County, the City of Adelanto, the City of Hesperia, the City of Victorville and SBCTA. The MOU addressed the existing highway facility and acknowledged planning efforts for both the existing and new facility.

In February 2005, the Board approved four (4) cooperative agreements with each of the following agencies: the County of San Bernardino, and the cities of Adelanto, Hesperia and Victorville (Participating Agencies) to provide funding for the 16-mile US 395 Widening Project from Interstate 15 (I-15) to Desert Flower Road.

The Project Approval/Environmental Document (PA/ED) for the 16-mile project was completed in December 2009. A Supplemental Project Report and Environmental Revalidation to phase the project was approved in November 2017. The first segment (US 395 Phase 1 Widening) between State Route (SR) 18 and Chamberlaine Way was completed and opened for beneficial use in 2020. This “gap closure” project between I-15 and SR 18 is the second of the three-phase project. Phase 3 between Chamberlaine Way and Desert Flower Road will be undertaken in the future as funding becomes available.

The Project would widen US 395 from two (2) lanes to four (4) lanes, with a continuous median, between 0.4 miles north of I-15 and SR 18 (SR 18/Palmdale Road), a distance of approximately seven (7) miles. It would be a collaborative effort by SBCTA and Caltrans to close a critical gap in US 395 in the Victor Valley.

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On July 6, 2022, the Board approved Contract No. 22-1002775 for Plans, Specifications, and Estimates services. It is anticipated that ROW Services for the Project will be ready to begin in early 2023.

The scope of this RFP is to provide Professional Services for the ROW. Consistent with the 10-Year Delivery Plan, Federal Funds will be used to cover the cost of these services.

Staff recommends that the Board authorize the release of RFP No. 23-1002844 with the plan to bring a ROW contract based on this RFP to the Board for approval in March 2023.

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget under Task No. 0820 Freeway Projects, Sub-Task No. 0844 US 395 Phase 2 Widening.

Reviewed By:

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

Responsible Staff:

Kristi Harris, Construction Manager

Approved
Board of Directors
Date: December 7, 2022

Witnessed By:

Scope of Work (SOW)

San Bernardino County Transportation Authority (“SBCTA”) is seeking professional services for the Right-of-Way (ROW) the United States 395 (US-395), Phase 2 (“Project”) in the City of Hesperia and Victorville. SBCTA Sales Tax Measure I and Federal Funds may be used to cover the cost of the preparation of the ROW phase.

The Project would widen US-395 from 2 Lanes to 4 lanes, with a continuous median, between 0.4 miles north of Interstate 15 (I-15) and State Route 18 (SR-18 / Palmdale Road), a distance of approximately 7 miles. It would be a collaborative effort by SBCTA and Caltrans to close a critical gap in US-395 in the Victor Valley. US-395 is designated as a “Priority Interregional Highway” in the Caltrans 2021 Interregional Transportation Strategic Plan (ITSP). US 395 is widely recognized as a critical linkage for goods movement, supporting the economies of multiple inland counties and an important agricultural route to/from the Central Valley.

The Project Approval/Environment Document (PA/ED) was completed in December 2009. A Supplemental Project Report and Revalidation to phase the US-395 improvements was approved on November 2017. The first segment between SR-18 (Palmdale Road) and Chamberlaine Way was completed in 2020. This “gap closure” Project is the second of a three-phase project between I-15 and Desert Flower Road. Phase 3 between Chamberlaine Way and Desert Flower Road will be completed as funding becomes available.

The proposed Project is consistent with the Circulation Element of the City of Hesperia and City of Victorville General Plan.

I. APPLICABLE STANDARDS

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

II. GENERAL DESCRIPTION OF REQUIRED SERVICES

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

- E. CONSULTANT shall employ appropriate quality control and quality assurance procedures for every deliverable.
- F. CONSULTANT shall identify potential risks and uncertainties related to the delivery and construction of the Project. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impacts to adjacent properties, public safety, and environmental considerations. If at any time during the performance of this Scope of Services, CONSULTANT observes, encounters, or identifies any circumstance that could pose potential risk, CONSULTANT shall notify SBCTA immediately.
- G. The ROW will be prepared in English units.
- H. Prime contract terms and conditions will be incorporated into the subcontract agreements.
- I. The Task and WBS Structure used for pricing, cost reporting and schedule preparation shall be consistent with the Caltrans Workplan Standards Guide for Delivery of Capital Projects. Project Management activities will be performed in accordance to the Caltrans' Workplan Standards Guide for Delivery of Capital Projects.
- J. CONSULTANT shall prepare and submit monthly invoices and project controls reports. Invoices shall follow SBCTA templates and shall contain all required information.
- K. The final engineering documents must bear the signature, stamp or seal, registration number, and registration certificate expiration date of the registered civil engineer or land surveyor most directly in responsible charge or other registered or certified professional working on the document as specified in Section 9 of the Project Development Procedures Manual.
- L. CONSULTANT will coordinate with SBCTA and Caltrans prior to distribution of all deliverables to determine the points of contact, number of hardcopies and format of electronic files. For preliminary and draft documents, electronic copies will be submitted to SBCTA for review. Hardcopies of final reports will be provided to Caltrans and SBCTA.

III. GENERAL ASSUMPTIONS

- A. There may be up to four meetings per month (including conference calls) during the duration of this contract, including one mandatory monthly PDT meeting.
- B. CONSULTANT will coordinate with SBCTA, Cities, and Caltrans prior to distribution of all deliverables to determine the points of contact, number of hardcopies and format of electronic files.
- C. Assume one SBCTA peer review and two Caltrans and City reviews for each major deliverable and a workshop for comment resolution, if required.
- D. Assume up to 140 parcel will be acquired as part of the ROW Services for the project.
- E. Assume up to 5 relocation parcels.
- F. Assume up to 5 Hazardous Waste Removal, Demolition, and Clearance parcels.
- G. Preliminary Title Reports will be acquired by CONSULTANT.

IV. SCOPE OF SERVICES

Following the selection of a consultant, the selected firm shall prepare and submit a Cost Proposal and Project Schedule. The selected firm shall use the latest SBCTA Work Breakdown Structure (WBS), which follows the Caltrans Workplan Standards Guide for Delivery of Capital Projects, and cost and schedule templates for the preparation of the cost proposal and schedule.

V. SUMMARY OF TASKS

TASK 3.100.15 - PROJECT MANAGEMENT

Task 3.100.15 Project Management

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

Deliverables:

- *Monthly Progress Reports*

Task 3.100.15-1 Coordination and Meetings

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

Deliverables:

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

Task 3.100.15-2 Administration

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

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

Deliverables:

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

TASK 3.220-PERFORM RIGHT OF WAY ENGINEERING

Task 3.220.05 and 220.10 Existing Land Net and Preparation of Land Net Map

CONSULTANT shall collect all record data and field evidence required to begin development of the Right of Way Base Map. Perform research to locate all relevant survey and land ownership records to complete existing land-net survey, boundary analysis, determination and delineation. CONSULTANT shall prepare land net survey as required for easements, and Monumentation for perpetuation of record of survey.

Deliverables:

- *Land Net Map*

Task 3.220.15 and 220.20 Right of Way Maps and Acquisition Documents

CONSULTANT shall prepare right of way appraisal maps and other maps and exhibits as needed to support right of way acquisition including deeds, legal descriptions, resolution of necessity legal descriptions, and other documents and exhibits as needed to support the acquisition of required property interests from property owners, utilities, railroads, and other agencies as required.

Deliverables:

- *Updated Right of Way Data Sheet for Supplemental Project Report, if required*
- *Right of Way Appraisal Maps*
- *Legal Descriptions and Plats including Closure Report.*
- *Resolution of Necessity Exhibits, as required*
- *Exhibits for right of way acquisition, as required.*
- *Deeds*

TASK 3.225-PERFORM RIGHT OF WAY APPRAISALS AND ACQUISITIONS

Task 3.225-1 Right-of-Way Appraisal Services – CONSULTANT shall provide right of way appraisal services for developed or undeveloped residential, commercial, industrial and agricultural properties. CONSULTANT may be required to produce appraisal reports for full or partial acquisitions, easements, temporary construction easements, leased or licensed properties, and sale or disposition of excess/surplus properties. Such appraisal services may include, but are not limited to the following:

1. CONSULTANT shall prepare appraisals in accordance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended and implemented by 49 CFR Part 24; the State of California Government Code, the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of

Regulations Ch 6. Art 1. Section 6000 et seq.), the California Code of Civil Procedure, the Uniform Standards of Professional Appraisal Practice (USPAP) and in some cases, the Uniform Appraisal Standards for Federal Land Acquisition Act. CONSULTANT must be licensed by the State of California.

2. CONSULTANT must be qualified to provide expert witness testimony and defend the conclusions reached in the appraisal at any Administrative or Judicial proceeding.
3. All reports and deliverables shall generally be transmitted electronically to AUTHORITY.
4. CONSULTANT may be required to meet with and coordinate their efforts with SBCTA staff, SBCTA legal counsel, and other consultants or Caltrans staff; participate in office or project site meetings.
5. Appraisal reports may be reviewed for acceptance and independent approval by the review appraisers. Revisions may be required because of this review process. Consultants may be requested to complete and deliver revised and/or updated appraisals. In the event of non-acceptance due to errors or omissions, CONSULTANT shall have fifteen (15) calendar days to make corrections and return the revised appraisals to the review appraiser.
6. For proposed acquisitions, the owner of the real property or a designated representative will be invited by CONSULTANT to accompany the CONSULTANT during the inspection of the property. This invitation must be in the form of a letter entitled "Notice to Appraise" written by the CONSULTANT to the owner. A copy of the invitation will be included in the appraisal report.
7. It is the CONSULTANTS responsibility to contact SBCTAs project engineers for discussion and/or clarification of any project design matters. This is critical in the appraisal of partial acquisitions and easements where the CONSULTANT may need cross sections or other project engineering data to complete the report.
8. The highest and best use for the property in the before condition must be determined and supported. If a partial acquisition is involved, the highest and best use of the property in the after condition must be determined and supported. If the existing use is not the premise on which the valuation is based, the appraisal will contain an explanation justifying the determination that the property is available and adaptable for a different highest and best use and there is demand for that use in the market.
9. Where the acquisition involves only a part (or portion) of the property, the CONSULTANT will estimate any severance damages and special benefits to the remainder, including reasoning and market data to support the conclusion. The CONSULTANT will indicate if the remainder constitutes an economic or uneconomic unit in the market and/or to the present owner.
10. The California Eminent Domain Law will be followed in partial acquisitions. Special benefits are to be offset only against damages to the remainder in accordance with the law
11. Appraisal for easement acquisitions will reflect the restrictive elements of the easement to be acquired and the potential effect of such elements on the utility of the property considering its highest and best use. Full details with respect to any interference with the highest and best use of the property affected must be explained and supported.
12. The CONSULTANT must estimate and support the economic rent, state the contract rent

and the remaining term of the lease as of the date of value. Include lessor and lessee responsibilities for paying major expenses, e.g. taxes, insurance and maintenance.

13. CONSULTANT shall itemize in detail the "improvements pertaining to realty" (Eminent Domain Law-CCP Section 1263.205) showing their replacement cost new, depreciated value in place, salvage value if any and relocation estimate. To the extent possible, determine the ownership claims of the Improvements Pertaining to the Realty.
14. In cases where the Appraisal Assignment requires a Specialty Appraisal (Furniture, Fixtures, Machinery and Equipment) and/or Specialists Reports (title, survey, soils, and engineering). CONSULTANT may be required to coordinate with SBCTA staff and/or consultants for such services as directed by SBCTA. Fees charged by SBCTA staff and/or consultants for Specialty Appraisal and/or Specialists Reports shall be paid directly by SBCTA.
15. It is the CONSULTANT'S responsibility to thoroughly review the Specialty Appraisal for adoption (with adjustments or not, as appropriate) and inclusion in the overall appraisal. The estimated values that the specialty items actually contribute to the overall value of the real estate will be separately stated but included in the total value of the property.
16. If any legal issues exist during the course of the appraisal assignment, CONSULTANT shall notify SBCTA who will request a legal opinion. SBCTA's legal counsel shall render all legal opinions.
17. It is the CONSULTANT's responsibility to contact SBCTA's project manager to arrange for legal counsel discussions and/or clarifications in identifying personal or real property.
18. If hazardous waste is discovered on the property, CONSULTANT shall notify SBCTA.

Deliverables:

- *Appraisal Report*

Task 3.225-2 Goodwill Appraisal – Goodwill Appraisals services will include, but are not limited to the following:

1. CONSULTANT's Appraiser shall prepare Goodwill Valuations in accordance with the California Code of Civil Procedure, and the Uniform Standards of Professional Appraisal Practice (USPAP). Appraiser must be licensed by the State of California.
2. Appraiser must be qualified to provide expert witness testimony and defend the conclusions reached in the appraisal at any Administrative or Judicial proceeding.
3. All reports and deliverables shall generally be transmitted electronically to SBCTA.
4. Appraiser may be required to meet with and coordinate their efforts with SBCTA staff. SBCTA legal counsel or other consultants or Caltrans staff: participate in office or project site meetings.
5. In valuing the loss of goodwill to a business, Appraiser shall rely upon the definition of fair market value found in Section 1263.320 of the California Code of Civil Procedure, and compensation for loss of goodwill as outlined in Section 1263.510 of the California Code of

Civil Procedure.

6. It is the Appraiser's responsibility to contact SBCTA's staff for discussion and/or clarification of any project design matters as well as relocation sites for the business.
7. Appraiser shall work with and take direction from SBCTA legal counsel in the delivery of their reports.
8. If any legal issues exist during the course of the appraisal assignment, Appraiser shall request legal opinion all legal opinions shall be rendered by SBCTA's legal counsel.
9. As directed by SBCTA, CONSULTANT shall coordinate with other SBCTA staff and/or consultants for supplemental work required for the effective delivery of the Measure 1 Program and other Federally Funded Programs. Fees charged by SBCTA staff and/or consultants shall be paid directly by SBCTA.

Deliverables:

- *Goodwill Appraisal Report*

Task 3.225-3 Right-of-Way Acquisition and Relocation, Real Property Searches, Identification and Feasibilities studies for replacement and Mitigation Sites, and Cost Estimates – CONSULTANT services may include, but are not limited to the following:

1. All CONSULTANT work shall comply with applicable Federal, State and local statutes and regulations, including but not limited to the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and implemented by 49 CFR Part 24; the California Government Code; the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of Regulations Ch. 6, Art 1. Section 6000 et seq.); the California Code of Civil Procedure; the Uniform Standards for Federal Land Acquisition Act; the California Public Utilities Code; and the California Streets and Highways Code.
2. All reports and deliverables shall generally be transmitted electronically to SBCTA.
3. CONSULTANT may be required to meet and coordinate their efforts with SBCTA staff. SBCTA legal counsel and other consultants or Caltrans staff: participate in office or project meetings.
4. As directed by SBCTA, CONSULTANT shall coordinate with other SBCTA staff and/or consultants for supplemental work required for the effective delivery of the Measure I Program and other Federally Funded Programs. Fees charged by SBCTA staff and/or consultants shall be paid directly by SBCTA.
5. CONSULTANT may be required to take direction from SBCTA's legal counsel in the delivery of services, and to provide testimony in any Administrative or Judicial proceeding related to services rendered by CONSULTANT to SBCTA.
6. If any legal issues exist during the course of CONSULTANT's performance of services required by SBCTA, CONSULTANT shall request legal opinion. SBCTA's legal counsel shall render all legal opinions.
7. CONSULTANT may be required to review right of way acquisition and relocation files

of current and past SBCTA projects to ensure compliance with applicable state and/or federal regulations.

8. CONSULTANT's Acquisition/Negotiation Agents must provide evidence of proper real estate license in the State of California.
9. CONSULTANT must demonstrate knowledge and experience in working with the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), the California Department of Transportation (Caltrans) railroad entities and major utility owners.

Deliverables:

- *Acquisition Offers, Documents, and/or Correspondents*

Task 3.225-4 Title and Escrow Services – CONSULTANT shall provide Title and Escrow Services as follows:

1. At the initiation of the work program, the CONSULTANT shall meet with SBCTA staff regarding AUTHORITY's requirements for specific title work and escrow services assignments.
2. CONSULTANT shall provide Preliminary Title Reports and Litigation Guaranties on all Fee Simple and less than Fee Simple property and property interests as requested by SBCTA.
3. CONSULTANT shall ensure that all Preliminary Title Reports are accurate and complete.
4. CONSULTANT shall provide all additional legal documents required by SBCTA, such as, copies of conveyance deed, deed restrictions, liens and encumbrances, title chains and the like.
5. CONSULTANT staff shall prepare and review all legal documents necessary to ensure that SBCTA is acquiring good title to the property or property interests to be purchased, free from liens and encumbrances.
6. CONSULTANT shall provide all necessary assistance to SBCTA to clear all exceptions stated in the Preliminary Title Reports, unless waived by AUTHORITY in writing.
7. CONSULTANT shall ensure that all conditions precedent and conditions subsequent provided for in Purchase and Sales Agreements are met and satisfied prior to Close of Escrow.
8. CONSULTANT shall prepare, subject to review and approval al by SBCTA's Legal Counsel, Escrow Instructions for execution by SBCTA and the grantor(s) or grantee(s) CONSULTANT shall ensure that all legal requirements are satisfied prior to Close of Escrow.
9. CONSULTANT shall provide efficient Escrow Services to SBCTA and property owners involved in SBCTA related transactions.
10. CONSULTANT shall prepare all necessary conveyance documents: demand and release of lien/encumbrance documents and submit the same for approval by SBCTA Legal

Counsel prior to close of escrow.

11. CONSULTANT shall obtain grantor(s) Tax Identification Number, Social Security Number, Employer Identification Number or Federal Employer Identification Number prior to Close of Escrow and provide the same to SBCTA.
12. CONSULTANT shall record all documents necessary for the acquisition of property/property rights, release of liens and encumbrances with the proper State, County and City recorder's office.
13. CONSULTANT shall prepare an Escrow Closing Schedule in accordance with written instructions from SBCTA and property owners.
14. CONSULTANT shall meet and coordinate its work with other right of way consultants as directed by SBCTA.
15. Immediately prior to Close of Escrow, CONSULTANT shall order and provide SBCTA with an Updated Preliminary Title Report to ensure that no new liens and/or encumbrances are recorded on the property/property interests to be acquired by SBCTA.
16. At Close of Escrow, CONSULTANT shall prepare and submit an Escrow Closing Statement to SBCTA and other parties to the transaction, together with copies of all documents conveying title to SBCTA, copies of releases of liens and encumbrances. Receipt for payments made on behalf of SBCTA and the other parties to the transaction.
17. At Close of Escrow, the CONSULTANT shall issue a Standard Owner's Policy of Title Insurance effectively insuring SBCTA's interest and ownership of the property or property rights acquired, unless an ALTA Policy of Title Insurance is requested by SBCTA.
18. CONSULTANT shall provide multi-lingual services as needed for efficient closing of SBCTA transactions.
19. As requested by SBCTA, CONSULTANT may be required to testify in any administrative or judicial proceeding.
20. CONSULTANT shall perform an)' other normal procedures and processes necessary to implement the assignment or work program and shall provide any other supporting information and/or correspondence required by SBCTA.
21. CONSULTANT shall assign a Project Manager, a Title Office and an Escrow Officer to this procurement, which may not be replaced without the written consent of SBCTA.
22. If legal issues exist during CONSULTANT's performance of services required by SBCTA, CONSULTANT shall request legal opinion. All legal opinions shall be rendered or concurred to by SBCTA's legal counsel.

Deliverables:

- *Purchase and Sale Agreement (PSA)*
- *Title and Escrow Documents*

Task 3.225-5 Relocation Services – CONSULTANT shall provide a Relocation Assistance Coordinator, as needed, to implement the Relocation Assistance Program (RAP) in accordance with

applicable laws, regulations, and policies. Services may include, but are not limited to, the following:

1. Implement the Uniform Act and other requirements.
2. Prepare Relocation Impact Documents (RID), Replacement Housing Valuations, and other R/W Planning documents.
3. Identify that sufficient consultants are available to perform the RAP requirements of the project such that there is adequate time to spend with each displace to ensure the appropriate level of advisory assistance is provided and that claims are processed in a timely manner.
4. Coordinate increase of rental rates with Caltrans R/W staff to ensure that increases for RAP eligible occupants are in accordance with rental policy for residential rental rates. Increases in rental rates for 90-day Occupants may drastically affect their entitlements.
5. Perform inspections of the real property just prior to or at the close of escrow to determine if the acquired items of realty are still on-site, and explain to the displaces who will remain in occupancy that they are responsible for maintenance of the property until they vacate.

Describe grace period. If any, for businesses renting from the State, in the rental agreement.

Task 3.225-6 State Department of Water Resources (DWR) Coordination – On an as needed basis, CONSULTANT shall coordinate activities with the DWR regarding the California Aqueduct crossing with US-395. Services may include, but are not limited to, the following:

1. Coordinate with Design Project Manager, SBCTA, Caltrans and other agencies.
2. Schedule and coordinate meetings with the various agencies and the DWR.
3. Develop a schedule of activities required for ROW clearance.

US-395, Phase 2

From 0.16 Miles N/O Interstate 15 to State

NORTHBOUND																
No	Assessors	Current Use	Property Address	City	Grantor	Assessed Value		Parcel Size (Acres)	Estimated \$/Sq. Ft *	Required Dimension		Area In Square Feet)			Estimate	Remarks
	Parcel Number					Land	Improvement			Length (ft)	Width (Required	Remainder	Total		
Three Flags Rd																
1	303-936-109	Vacant		Hesperia, CA	MPNR Properties, LCC	\$1,183,611	\$0	18.71	\$5.52	586	37	21,693	793,315	815,008	\$119,716.10	
2	306-459-116	Commercial		Hesperia, CA	Double Eagle Transportation, Corp.	\$258,150	\$539,941	4.45	\$5.06	0	0	0	69,261	69,261	\$0.00	No R/W Required
3	306-459-120	Commercial		Hesperia, CA	3M Company	\$12,313,493	\$4,004,523	8.40	\$127.88	0	0	0	365,904	365,904	\$0.00	No R/W Required
4	306-459-103	Vacant		Hesperia, CA	395 LLC	\$695,633	\$0	4.27	\$14.21	0	0	0	186,001	186,001	\$0.00	No R/W Required
5	306-459-101	Vacant		Hesperia, CA	395 LLC	\$695,633	\$0	3.87	\$15.68	0	0	0	168,577	168,577	\$0.00	No R/W Required
Poplar Street																
6	306-458-101	Vacant		Hesperia, CA	Poplar 35 LLC	\$3,608,553	\$0	35.01	\$8.99	360	37	13,320	1,511,716	1,525,036	\$119,768.04	
7	306-457-108	Vacant		Hesperia, CA	Victor Valley Community College District	\$0	\$0	54.99	\$0.00	0	0	0	2,395,364	2,395,364	\$0	No RM Required
8	306-454-108	Vacant		Hesperia, CA	Jue, Donald Living Trust 7/3/86	\$1,172	\$0	0.26	\$0.39	320	37	11,824	(498)	11,326	\$4,650	
9	306-454-107	Vacant		Hesperia, CA	Jue Investment Partnership	\$110,468	\$0	2.13	\$4.52	675	37	24,968	67,815	92,783	\$112,963	
10	306-453-109	Vacant		Hesperia, CA	Singh, Marcela Living Trust 3/3/10	\$370,329	\$0	4.31	\$7.50	0	0	0	187,744	187,744	\$0	No R/W Required
Phelan Rd-Main Street																
11	306-440-111	Vacant		Hesperia, CA	Pipeline Petroleum Banning LLC	\$51,289	\$0	0.47	\$9.52	0	0	0	20,473	20,473	\$0	No R/W Required
12	306-440-106	Vacant		Hesperia, CA	Pipeline Petroleum Banning LLC	\$1,313,973	\$0	8.62	\$13.30	0	0	0	375,487	375,487	\$0	No R/W Required
13	306-443-110	Vacant		Hesperia, CA	Parker, Edward R Trust	\$150,854	\$0	36.17	\$0.36	0	0	0	1,575,565	1,575,565	\$0	No R/W Required
14	306-443-109	Vacant		Hesperia, CA	North Hills Place LLC	\$239,525	\$0	10.00	\$2.09	0	0	0	435,600	435,600	\$0	No R/W Required
15	306-440-103	Vacant		Hesperia, CA	Pipeline Petroleum Banning LLC	\$474,181	\$0	12.19	\$3.39	100	37	3,700	527,296	530,996	\$12,556	
16	306-440-102	Vacant		Hesperia, CA	Main Hesperia LLC	\$554,139	\$0	13.03	\$3.71	500	37	18,500	549,087	567,587	\$68,634	
17	306-440-101	Vacant		Hesperia, CA	Yucca Terrace Investors LLC	\$1,697,000	\$0	13.03	\$11.36	500	37	18,500	549,087	567,587	\$210,187	
18	306-442-103	Vacant		Hesperia, CA	U. S. Cold Storage of California	\$5,196,194	\$0	39.77	\$11.40	500	37	18,500	1,713,881	1,732,381	\$210,861	
19	306-442-101	Vacant		Hesperia, CA	U. S. Cold Storage of California	\$5,196,194	\$0	39.77	\$11.40	500	37	18,500	1,713,881	1,732,381	\$210,861	
20	306-441-113	Vacant		Hesperia, CA	Bhatia Trust 11/9/05	\$531,466	\$0	5.26	\$8.81	404	2	807	228,318	229,126	\$7,116	Minimal or No R/W Required
21	306-441-114	Vacant		Hesperia, CA	Maloney Family Trust 5/16/17	\$432,838	\$0	5.22	\$7.23	459	2	918	226,465	227,383	\$6,644	Minimal or No R/W Required
22	306-441-115	Vacant		Hesperia, CA	Maloney Family Trust 5/16/17	\$432,838	\$0	5.22	\$7.23	405	2	811	226,572	227,383	\$5,866	Minimal or No R/W Required
California Aqueduct																
23	313-637-102	Vacant		Victorville, CA	395 Victorville LLC	\$1,870,205	\$0	59.98	\$2.72	1675	37	61,975	2,550,754	2,612,729	\$168,576	APN shows 30' hall R/W
24	313-635-101	Vacant		Victorville, CA	Robidoux, Sylvia Living Trust	\$105,275	\$0	20.00	\$0.46	670	5	3,350	867,850	871,200	\$1,538	APN shows 30' half R/W
25	313-633-169	Vacant		Victorville, CA	City of Victorville	\$0	\$0	0.07	\$0.00	79	5	393	2,656	3,049	\$0	Minimal or No R/W Required
26	313-633-170	Transmission Lines		Victorville, CA	City of Los Angeles	\$0	\$0	2.36	\$0.00	525	5	2,625	100,177	102,802	\$0	Minimal or No R/W Required
27	313-628-102	Vacant		Victorville, CA	Slough Family Trust 10/19/12	\$19,556	\$0	19.33	\$0.09	1995	5	9,977	832,038	842,015	\$881	Minimal or No R/W Required
28	313-628-101	Vacant		Victorville, CA	Slough Family Trust 10/19/12	\$12,976	\$0	2.05	\$0.55	300	5	1,500	87,798	89,298	\$828	Minimal or No R/W Required
Eucalyptus Street																
29	307-156-111	Vacant		Victorville, CA	Paine, Charles F. Trust	\$250,322	\$0	7.97	\$2.74		5	0	347,173	347,173	\$0	Minimal or No R/W Required
30	307-156-274	Vacant		Victorville, CA	Chua, Helen	\$441,678	\$0	3.90	\$9.88	300	5			169,884		Minimal or No R/W Required
31	307-156-280	Vacant		Victorville, CA	Kim, Bryan	\$141,858	\$0	6.36	\$1.95	300	5	1,500	275,542	277,042	\$2,919	Minimal or No R/W Required
32	307-155-109	Vacant		Victorville, CA	Shahin, Rifqa Trust 6/8/94	\$214,441	\$0	8.32	\$2.25	0	0	0	362,419	362,419	\$0	No R/W required
33	307-155-108	Vacant		Victorville, CA	Leung, Sok-Yin Trust	\$110,387	\$0	9.16	\$1.05	0	0	0	399,010	399,010	\$0	No R/W required
34	307-155-101	Vacant		Victorville, CA	Sycamore Properties	\$301,060	\$0	4.58	\$5.73	340	5	1,700	197,805	199,505	\$9,748	Minimal or No R/W Required
35	307-155-102	Vacant		Victorville, CA	Sycamore Properties	\$400,624	\$0	8.96	\$3.90	300	5	1,500	388,798	390,298	\$5,851	Minimal or No R/W Required
Sycamore Street																
36	307-152-103	Vacant		Victorville, CA	Four One Textile USA, Inc.	\$963,600	\$0	5.02	\$16.75	0	0	0	218,671	218,671	\$0	No R/W required
37	307-152-102	Vacant		Victorville, CA	Four One Textile USA, Inc.	\$889,200	\$0	5.02	\$15.45	0	0	0	218,671	218,671	\$0	No R/W required
38	307-152-101	Vacant		Victorville, CA	Four One Textile USA, Inc.	\$889,200	\$0	5.02	\$15.45	0	0	0	218,671	218,671	\$0	No R/W required
39	307-151-107	Vacant		Victorville, CA	Kashanian, Mansour J.	\$910,400	\$0	8.26	\$9.61	639	5	3,193	356,613	359,806	\$30,697	
40	307-151-105	Vacant		Victorville, CA	Prime A Investments LLC	\$472,124	\$0	4.06	\$10.14	0	0	0	176,854	176,854	\$0	No R/W required
41	307-151-106	Vacant		Victorville, CA	Plaza Street Fund 136 LLC	\$1,014,078	\$0	3.45	\$25.64	0	0	0	150,282	150,282	\$0	No R/W required

US-395, Phase 2

From 0.16 Miles N/O Interstate 15 to State

NORTHBOUND																
No	Assessors Parcel Number	Current Use	Property Address	City	Grantor	Assessed Value		Parcel Size (Acres)	Estimated \$/Sq. Ft*	Required Dimension		Area In Square Feet)			Estimate	Remarks
						Land	Improvement			Length (ft)	Width ()	Required	Remainder	Total		
Bear Valley Rd																
42	313-444-104	Shell Service Station		Victorville, CA	Tesoro South Coast Company	\$1,908,628	\$876,334	1.18	\$141.10	0	0	0	51,401	51,401	\$0	No R/W Required
43	313-444-105	Vacant		Victorville, CA	Dr. Prem Reddy Family Foundation	\$239,700	\$0	1.19	\$17.57	222	5	1,111	50,726	51,836	\$19,518	Minimal or No R/W Required
44	313-444-106	Vacant		Victorville, CA	Dr. Prem Reddy Family Foundation	\$178,500	\$0	0.90	\$17.30	120	5	598	38,606	39,204	\$10,344	Minimal or No R/W Required
45	313-444-103	Vacant		Victorville, CA	Prime A Investments LLC	\$417,386	\$0	4.00	\$9.10	605	5	3,025	171,215	174,240	\$27,538	Minimal or No R/W Required
46	313-434-101	Vacant		Victorville, CA	Overland Opportunity Fund LLC	\$936,632	\$0	21.60	\$3.78	1234	5	6,168	934,728	940,896	\$23,334	Minimal or No R/W Required
47	313-425-101	Vacant		Victorville, CA	Overland Opportunity Fund LLC	\$802,929	\$0	18.91	\$3.70	1252	5	6,259	817,461	823,720	\$23,182	Minimal or No R/W Required
48	313-413-101	Vacant		Victorville, CA	Regwan Family Trust 7/7/20	\$1,536,688	\$0	18.69	\$7.17	1167	5	5,834	808,303	814,136	\$41,841	Minimal or No R/W Required
La Mesa Road																
49	309-644-107	Vacant		Victorville, CA	Cothran Malibu LP	\$351,141	\$0	1.21	\$25.32	195	5	975	51,732	52,708	\$24,692	Minimal or No R/W Required
50	309-644-106	Vacant		Victorville, CA	Cothran Malibu LP	\$938,224	\$0	4.85	\$16.88	170	5	850	210,416	211,266	\$14,344	Minimal or No R/W Required
51	309-644-105	Vacant		Victorville, CA	Hafar Summer Q. (PL)	\$348,466	\$0	4.50	\$6.76	300	5	1,500	194,520	196,020	\$10,133	Minimal or No R/W Required
52	309-644-104	Vacant		Victorville, CA	Hafar Summer Q. (PL)	\$348,466	\$0	4.37	\$6.96	300	5	1,500	188,857	190,357	\$10,434	Minimal or No R/W Required
53	309-644-103	Vacant		Victorville, CA	Luna Village 2 LLC	\$374,100	\$0	3.64	\$8.97	276	5	1,378	157,181	158,558	\$12,351	Minimal or No R/W Required
54	309-643-107	Vacant		Victorville, CA	395 Luna Property LLC	\$555,698	\$0	15.40	\$3.15	1076	5	5,380	665,444	670,824	\$16,936	Minimal or No R/W Required
55	309-643-106	Chevron Service Station		Victorville, CA	Maida Holding LLC	\$555,164	\$1,179,423	1.09	\$44.43	227	5	1,137	46,343	47,480	\$125,534	Minimal or No R/W Required
Luna Road																
56	309-639-103	Vacant		Victorville, CA	Tafa Investment Partnership	\$444,788	\$0	8.32	\$4.66	603	15	9,042	353,377	362,419	\$42,171	
57	309-639-106	Vacant		Victorville, CA	Sakahara Properties, LLC	\$425,428	\$0	8.92	\$4.16	663	5	3,314	385,242	388,555	\$13,786	Minimal or No R/W Required
58	309-638-107	Vacant		Victorville, CA	Prime A Investments LLC	\$962,632	\$0	8.93	\$9.40	663	5	3,314	385,677	388,991	\$31,160	Minimal or No R/W Required
59	309-638-109	Vacant		Victorville, CA	M L S Realtors Inc.	\$582,900	\$0	4.40	\$11.56	331	5	1,657	190,007	191,664	\$19,147	Minimal or No R/W Required
60	309-638-101	Vacant		Victorville, CA	Vic Oxford Investments LLC	\$1,149,497	\$0	17.60	\$5.70	305	5	1,525	765,131	766,656	\$8,689	Minimal or No R/W Required
Dos Palmas Rd																
61	310-357-108	Vacant		Victorville, CA	Dr. Prem Reddy Family Foundation	\$2,207,363	\$0	18.88	\$10.20	1308	5	6,539	815,873	822,413	\$66,696	Minimal or No R/W Required
62	310-357-110	Vacant		Victorville, CA	Dr. Prem Reddy Family Foundation	\$1,420,334	\$0	14.35	\$8.63	99	5	496	624,590	625,086	\$4,285	Minimal or No R/W Required
63	310-357-103	Vacant		Victorville, CA	Dr. Prem Reddy Family Foundation	\$2,092,879	\$0	9.36	\$19.51	662	15	9,931	397,791	407,722	\$193,704	Minimal or No R/W Required
64	310-357-102	Vacant		Victorville, CA	Femino, James J. & Due Living Trust 3/30/E	\$11,585	\$0	1.71	\$0.59	320	15	4,801	69,687	74,488	\$2,837	Minimal or No R/W Required
65	310-357-101	Arco Service Station		Victorville, CA	Palmdale Rd LLC	\$930,000	\$960,000	0.71	\$114.27	125	5	626	30,301	30,928	\$146,565	Minimal or No R/W Required
													TOTAL (Roundup) =		\$2,210,000	

US-395, Phase 2

From 0.16 Miles N/O Interstate 15 to State

SOUTHBOUND																
No	Assessors	Current Use	Property Address	City	Grantor	Assessed Value		Parcel Size (Acres)	Estimated \$/Sq. Ft*	Required Dimension		Area In Square Feet)			Estimate	Remarks
	Parcel Number					Land	Improvement			Length (ft)	Width (Required	Remainder	Total		
Three Flags Rd																
1	303-933-114	Arco Service Station		Hesperia, CA	Multi Oil Inc.	\$1,458,253	\$2,803,143	1.48	\$85.95	0	0	0	64,469	64,469	\$0.00	No R/W Required
2	303-933-112	Vacant		Hesperia, CA	Aziz LLC	\$771,410	\$0	6.63	\$10.15	0	0	0	69,261	69,261	\$0.00	No R/W Required
3	306-456-117	Vacant		Hesperia, CA	Anderson 2007 Trust	\$23,004	\$0	4.98	\$0.40	330	37	12,210	204,719	216,929	\$4,920.23	APN shows 30-ft R/W
4	306-456-116	Vacant		Hesperia, CA	Tsai, Tsung-Chang	\$117,025	\$0	4.99	\$2.05	330	37	12,210	205,154	217,364	\$24,979.83	APN shows 30-ft R/W
5	306-456-108	Vacant		Hesperia, CA	Tsai, Tsung-Chang	\$117,025	\$0	4.99	\$2.05	330	37	12,210	205,154	217,364	\$24,979.83	APN shows 30-ft RM
6	306-456-107	Vacant		Hesperia, CA	Hsieh, Jane	\$46,831	\$0	4.98	\$0.82	330	37	12,210	204,719	216,929	\$10,016.49	APN shows 30-ft R/W
Poplar Street																
7	306-455-108	Off-Road Park		Hesperia, CA	Hesperia Community Development	\$0	\$0	47.56	\$0.00	795	37	29,415	2,042,299	2,071,714	\$0.00	
8	306-455-107	Off-Road Park		Hesperia, CA	Hesperia Community Development	\$0	\$0	3.81	\$0.00	260	27	7,020	158,944	165,964	\$0.00	
9	306-455-106	Off-Road Park		Hesperia, CA	Hesperia Community Development	\$0	\$0	3.88	\$0.00	275	17	4,675	164,338	169,013	\$0.00	
10	306-454-106	Vacant		Hesperia, CA	Jue, Donald Living Trust 7/3/86	\$77,269	\$0	8.40	\$0.80	700	17	11,900	354,004	365,904	\$9,549.24	
11	306-454-105	Vacant		Hesperia, CA	YLC Investments LLC	\$43,342	\$0	4.86	\$0.78	677	17	11,501	200,201	211,702	\$8,947.16	
12	306-453-108	Vacant		Hesperia, CA	Singh, Marcela Living Trust 3/3/10	\$2,376,003	\$0	27.68	\$7.49	1,658	5	8,288	1,197,452	1,205,741	\$62,065.46	
Phelan Rd-Main Street																
13	306-440-110	Vacant		Hesperia, CA	Plaza Street Fund 167 LLC	\$2,000,000	\$0	2.36	\$73.93	274	5	1,368	101,434	102,802	\$101,097.65	Minimal or No R/W Required
14	306-440-106	Vacant		Hesperia, CA	Pipeline Petroleum Banning LLC	\$1,313,973	\$0	8.62	\$13.30	330	5	1,650	373,837	375,487	\$21,941.12	Minimal or No R/W Required
15	306-440-105	Vacant		Hesperia, CA	Pipeline Petroleum Banning LLC	\$332,320	\$0	8.55	\$3.39	330	5	1,650	370,788	372,438	\$5,594.61	Minimal or No R/W Required
16	306-440-104	Vacant		Hesperia, CA	Pipeline Petroleum Banning LLC	\$345,458	\$0	8.87	\$3.40	330	5	1,650	384,727	386,377	\$5,605.98	Minimal or No R/W Required
17	306-440-103	Vacant		Hesperia, CA	Pipeline Petroleum Banning LLC	\$474,181	\$0	12.19	\$3.39	440	12	5,280	525,716	530,996	\$17,917.20	Minimal R/W Required
18	306-440-102	Vacant		Hesperia, CA	Main Hesperia LLC	\$544,139	\$0	13.03	\$3.64	440	17	7,480	560,107	567,587	\$27,249.77	
19	306-440-101	Vacant		Hesperia, CA	Yucca Terrace Investors LLC	\$1,697,000	\$0	13.03	\$11.36	440	17	7,480	560,107	567,587	\$84,983.53	
20	306-438-107	Vacant		Hesperia, CA	395 Partners	\$129,600	\$0	1.88	\$6.01	330	17	5,610	76,283	81,893	\$33,736.94	
21	306-438-105	Vacant		Hesperia, CA	Hanna, George & Nadida Rev Liv Tr	\$64,200	\$0	2.14	\$2.62	330	17	5,610	87,608	93,218	\$14,681.82	
22	306-438-129	Vacant		Hesperia, CA	S & P Family Trust 6/1/96	\$445,594	\$0	2.25	\$17.28	331	17	5,626	92,384	98,010	\$97,205.33	
23	306-438-101	Vacant		Hesperia, CA	La Bouef, Mark & Nellie Family Tr	\$153,541	\$0	3.94	\$3.40	291	17	4,947	166,679	171,626	\$16,818.25	
24	306-437-112	Vacant		Hesperia, CA	Sangha, Varinder Paul	\$381,310	\$0	4.37	\$7.61	291	15	4,364	185,993	190,357	\$33,221.33	
25	306-437-111	El Rancho Animal Feed Store		Hesperia, CA	Hazboon, Sidqi S. Trust	\$173,369	\$729,647	4.65	\$3.25	331	15	4,967	197,588	202,554	\$116,153.43	Damages +\$100K
26	306-437-108	Vacant		Hesperia, CA	Lago Living Trust	\$341,398	\$0	8.41	\$3.54	331	37	12,243	354,096	366,340	\$43,357.00	
27	306-437-106	Vacant		Hesperia, CA	Song, Daniel L.	\$47,770	\$0	9.77	\$0.43	331	37	12,243	413,338	425,581	\$5,222.06	
28	313-627-103	SFR		Hesperia, CA	Lee, Teresita	\$6,115	\$12,672	4.42	\$0.12	95	37	3,515	189,020	192,535	\$5,424.22	
California Aqueduct																
29	313-627-101	Water Tanks		Victorville, CA	Baldy Mesa County Water District	\$0	\$0	3.90	\$0.00	0	0	0	169,884	169,884	\$0.00	No R/W Required
30	313-626-111	Water Tanks		Victorville, CA	Baldy Mesa County Water District	\$0	\$0	0.50	\$0.00	50	0	0	21,780	21,780	\$0.00	No R/W Required
31	313-626-110	Commercial		Victorville, CA	Dahl, Walden J.	\$98,179	\$225,008	2.90	\$2.95	339	0	0	126,324	126,324	\$0.00	No RM Required
32	313-626-107	Vacant		Victorville, CA	Kaur, Ravneet	\$114,833	\$0	9.37	\$1.07	320	0	0	408,157	408,157	\$0.00	No R/W Required
33	313-626-106	Vacant		Victorville, CA	Ko, Jennifer Lichuan Family Tr	\$63,897	\$0	4.55	\$1.23	335	0	0	198,198	198,198	\$0.00	No R/W Required
34	313-626-105	Vacant		Victorville, CA	Kaur, Ravneet	\$75,777	\$0	3.42	\$1.93	300	0	0	148,975	148,975	\$0.00	No R/W Required
35	313-625-106	Vacant		Victorville, CA	TK Properties LLC	\$28,442	\$0	11.72	\$0.21	826	15	12,386	498,137	510,523	\$2,622.25	
36	313-625-103	Vacant		Victorville, CA	TK Properties LLC	\$227,530	\$0	12.75	\$1.56	811	5	4,054	551,336	555,390	\$6,311.14	
37	313-625-102	Vacant		Victorville, CA	Camp and Julia Second Family Limited	\$1,288,300	\$0	19.09	\$5.89	660	37	24,420	807,140	831,560	\$143,764.77	
38	313-625-101	Vacant		Victorville, CA	Shayan, Peiman	\$94,800	\$0	3.51	\$2.36	136	5	682	152,214	152,896	\$1,607.11	

Attachment: US-395 Phase 2 ROW - Exhibit A - Scope of Work [Revision 1] (8770 : Request Authorization to Release RFP for US 395 Phase 2

US-395, Phase 2

From 0.16 Miles N/O Interstate 15 to State

SOUTHBOUND																
No	Assessors	Current Use	Property Address	City	Grantor	Assessed Value		Parcel Size (Acres)	Estimated \$/Sq. Ft*	Required Dimension		Area In Square Feet)			Estimate	Remarks
	Parcel Number					Land	Improvement			Length (ft)	Width ()	Required	Remainder	Total		
Eucalyptus Street																
39	307-138-117	Vacant		Victorville, CA	Prime A Investments LLC	\$633,232	\$0	6.14	\$9.00	440	25	11,000	256,458	267,458	\$98,965.29	
40	307-138-118	Vacant		Victorville, CA	Prime A Investments LLC	\$710,167	\$0	6.98	\$8.88	505	17	8,585	295,464	304,049	\$76,197.56	
41	307-138-110	Vacant		Victorville, CA	Tatarian, Vasken & Karen Family Tr	\$233,887	\$0	4.39	\$4.65	495	37	18,315	172,913	191,228	\$85,122.47	
42	307-137-112	Vacant		Victorville, CA	Sandoval, Abraham	\$66,821	\$0	1.16	\$5.03	130	7	910	49,620	50,530	\$4,572.90	
43	307-137-111	Vacant		Victorville, CA	Singh, Partap	\$57,738	\$0	1.16	\$4.34	120	7	840	49,690	50,530	\$3,647.36	
44	307-137-110	SFR		Victorville, CA		\$126,577	\$116,865	1.13	\$9.77	125	7	875	48,348	49,223	\$33,550.28	
45	307-137-109	Vacant		Victorville, CA		\$61,622	\$0	1.13	\$4.76	125	7	875	48,348	49,223	\$4,162.57	
46	307-137-108	Vacant		Victorville, CA	Chang, I-Hsin Tr	\$426,739	\$0	14.65	\$2.54	500	7	3,500	634,654	638,154	\$8,893.82	
47	307-137-107	Vacant		Victorville, CA	Morishita Living Trust 11/1/05	\$160,400	\$0	4.86	\$2.88	160	7	1,120	210,582	211,702	\$3,224.64	
Sycamore Street																
48	307-134-110	Vacant		Victorville, CA	Dunfee Land Company	\$25,522	\$0	8.86	\$0.25	681	0	0	385,942	385,942	\$0.00	No R/W Required
49	307-134-108	Vacant		Victorville, CA	Huesing Holdings LLC	\$392,562	\$0	8.85	\$3.87	650	25	16,241	369,265	385,506	\$62,844.43	
50	307-133-108	Vacant		Victorville, CA	Saleeb Family Trust	\$735,825	\$0	8.98	\$7.15	642	17	10,917	380,252	391,169	\$78,038.05	
51	307-133-113	Vacant		Victorville, CA	Hanessian, Vache	\$250,283	\$0	0.84	\$25.99	642	0	0	36,590	36,590	\$0.00	No R/W Required
52	307-133-112	Vacant		Victorville, CA	Wen, Bruce T.	\$133,239	\$0	0.78	\$14.90	173	0	0	33,977	33,977	\$0.00	No R/W Required
53	307-133-111	Vacant		Victorville, CA	SFIP Victorville LLC	\$320,271	\$0	1.81	\$15.44	120	0	0	78,844	78,844	\$0.00	No RM Required
Bear Valley Rd																
54	313-412-135	Vacant		Victorville, CA	S L A A Victorville LLC	\$2,191,707	\$0	12.41	\$15.41	550	35	19,250	521,330	540,580	\$346,576.80	
55	313-412-122	Vacant		Victorville, CA	Unknown Owner (Victorville?)	\$0	\$0	0.66	\$0.00	45	35	1,575	27,175	28,750	\$0.00	
56	313-412-142	Vacant		Victorville, CA	Shahin, Louis H Trust 6/9/94	\$629,030	\$0	9.36	\$5.86	652	5	3,262	404,460	407,722	\$19,122.96	
57	313-411-102	Vacant		Victorville, CA	Tsai, Windy	\$1,489,200	\$0	19.21	\$6.76	1,325	5	6,627	830,161	836,788	\$44,814.51	
58	313-410-105	Vacant		Victorville, CA	Vertigo Investments Group, LLC	\$1,230,954	\$0	9.30	\$11.55	628	5	3,141	401,967	405,108	\$36,273.11	
59	313-410-102	Vacant		Victorville, CA	Vertigo Investments Group, LLC	\$1,601,400	\$0	9.52	\$14.67	646	15	9,684	405,007	414,691	\$142,110.72	
60	313-409-101	Vacant		Victorville, CA	Tsai, Tsung Chang	\$1,526,668	\$0	18.21	\$7.31	1,289	5	6,444	786,784	793,228	\$47,127.29	
La Mesa Road																
61	309-637-104	Vacant		Victorville, CA	Hong, Man Pyo & Kyung Ja Rev Tr	\$1,338,900	\$0	11.97	\$9.76	841	5	4,203	517,210	521,413	\$41,011.34	
62	309-660-241	Permanent Open Space Easement		Victorville, CA	City of Victorville	\$0	\$0	0.51	\$0.00	455	5	2,275	19,941	22,216	\$0.00	R/W Dedication
63	309-636-111	Vacant		Victorville, CA	Frontier Land Holdings Inc.	\$479,400	\$0	4.91	\$8.52	331	5	1,657	212,223	213,880	\$14,113.50	
64	309-636-104	Vacant		Victorville, CA	395 Properties 26 LLC	\$561,100	\$0	4.24	\$11.54	281	17	4,782	179,912	184,694	\$55,206.32	
65	309-636-112	Check		Victorville, CA	Land of America 10/28/13	\$0	\$0	0.00	#DIV/0!	331	5					
66	309-636-109	Vacant		Victorville, CA	Guardian Commercial Real Estate LP	\$580,201	\$0	3.56	\$14.22	309	5	1,547	153,527	155,074	\$21,992.39	
Luna Road																
67	309-696-162	Permanent Open Space Easement		Victorville, CA	City of Victorville	\$0	\$0	4.50	\$0.00	2,629	5	13,145	182,875	196,020	\$0.00	R/W Dedication
Dos Palmas Rd																
68	310-363-223	Vacant		Victorville, CA	City of Victorville	\$0	\$0	3.60	\$0.00	320	0	0	156,816	156,816	\$0.00	No R/W Required
69	310-354-107	Vacant		Victorville, CA	Victorville Sanitary District	\$0	\$0	10.00	\$0.00	331	0	0	435,600	435,600	\$0.00	No R/W Required
70	310-354-106	Vacant		Victorville, CA	Ngo, David & Tran, Kim Anh Rev Tr	\$485,800	\$0	5.87	\$7.22	547	0	0	255,697	255,697	\$0.00	No R/W Required
71	310-354-110	Vacant		Victorville, CA	Sunsi LLC	\$612,000	\$0	6.10	\$8.75	440	0	0	265,716	265,716	\$0.00	No R/W Required
72	310-353-116	Vacant		Victorville, CA	Sunshine Real Estate LLC	\$336,408	\$0	1.66	\$17.68	130	0	0	72,310	72,310	\$0.00	No R/W Required
73	310-353-115	Service Garage		Victorville, CA	Mucci, Richard V. Tr	\$27,606	\$0	2.00	\$1.20	132	0	0	87,120	87,120	\$0.00	No R/W Required
74	310-353-120	Parking Lot		Victorville, CA	Broadway Chinatown LLC	\$3,827,900	\$33,000	14.34	\$23.29	514	0	0	624,650	624,650	\$0.00	No R/W Required
75	310-353-118	Vacant		Victorville, CA	Broadway Chinatown LLC	\$240,400	\$0	0.76	\$27.59	220	0	0	33,106	33,106	\$0.00	No R/W Required
76	310-353-117	Jack in Box		Victorville, CA	1045 3rd St LLC	\$956,972	\$1,704,426	0.65	\$128.43	260	0	0	28,314	28,314	\$0.00	No R/W Required
													TOTAL (Roundup) =		\$2,160,000	

Attachment: US-395 Phase 2 ROW - Exhibit A - Scope of Work [Revision 1] (8770 : Request Authorization to Release RFP for US 395 Phase 2

ADDITIONAL INFORMATION

BOARD OF DIRECTORS ATTENDANCE RECORD – 2022

Name	Jan	Feb	March	April	May	June	June 29 Workshop	July	Aug DARK	Sept	Oct	Nov	Dec
Paul Cook Board of Supervisors	X	X	X	X	X	X		X			X		
Janice Rutherford Board of Supervisors		X	X	X	X	X	X	X		X	X	X	
Dawn Rowe Board of Supervisors	X	X	X	X	X	X	X	X		X	X		
Curt Hagman Board of Supervisors	X	X	X	X	X	X		X		X	X	X	
Joe Baca, Jr. Board of Supervisors	X	X	X	X	X	X	X	X		X		X	
Daniel Ramos City of Adelanto		X	X				X	X			X		
Art Bishop Town of Apple Valley	X	X	X	X	X	X	X	X		X	X	X	
Paul Courtney City of Barstow	X	X	X		X					X	X	X	
Rick Herrick City of Big Bear Lake		X	X		X	X	X	X			X	X	
Eunice Ulloa City of Chino	X	X	X	X		X	X	X		X	X	X	
Ray Marquez City of Chino Hills		X	X	X	X	X	X	X		X	X		
Frank Navarro City of Colton	X	X	X	X	X	X	X	X		X			
Acquanetta Warren City of Fontana	X	X	*	X	X	X	X	X		X	X	X	
Darcy McNaboe City of Grand Terrace	X	X	X	X	X	X		X		X	*	X	
Rebekah Swanson City of Hesperia	X	X	X	X	X	X	X			X	X	X	
Larry McCallon City of Highland	X	X	X	X	X	X	X	X		X	X	X	

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

BOARD OF DIRECTORS ATTENDANCE RECORD – 2022

Name	Jan	Feb	March	April	May	June	June 29 Workshop	July	Aug DARK	Sept	Oct	Nov	Dec
Rhodes ‘Dusty’ Rigsby City of Loma Linda	X		X	X	X	X		X		X		X	
John Dutrey City of Montclair	X	X	X	X	X	X	X	X		X	X	X	
Edward Paget City of Needles	X	X	X		X	X		X		X	X	X	
Alan Wapner City of Ontario	X	X	X		X	X	X	X		X		X	
L. Dennis Michael City of Rancho Cucamonga	X	X	X	X	*	X	X	X			X	X	
Paul Barich City of Redlands		X	X	X	X	X				X		X	
Deborah Robertson City of Rialto	X	X	X	X		X	X	X				X	
John Valdivia City of San Bernardino	X	X	X *	X	X	X	X	X		X	X	X	
Joel Klink City of Twentynine Palms	X	X	X	X	X	X		X				X	
Carlos A. Garcia City of Upland		X	X		X	X				*			
Debra Jones City of Victorville	X	X	X	X	X	X	*	X			X	X	
David Avila City of Yucaipa	X	X	X	X	X	X	X	X			X	X	
Rick Denison Town of Yucca Valley	X	X	X	X	X	X	X	*		X	X	X	
Michael Beauchamp Ex-Official Member	Diane Morales	X	X	X	X								
Diane Morales Interim Ex-Official Member						Ray Desselle		Jamal Elsaleh		Ray Desselle	X	Bsssem Barsoum	

Communication: Attendance (Additional Information)

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

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

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

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

AGENCY REPORTS



REPORT: Mobile Source Air Pollution Reduction Review Committee

FROM: Larry McCallon, SBCTA Representative to the MSRC

SYNOPSIS: The Mobile Source Air Pollution Reduction Review Committee held a hybrid meeting on Thursday, October 20, 2022. The following is a summary of the meeting.

FYs 2021-24 Work Program

Transformative Transportation Strategies and Mobility Solutions Program Opportunity Notice (PON)

The MSRC released the Transformative Transportation Strategies PON on May 6, 2022 with the goal of receiving conceptual project descriptions to demonstrate innovative mobility approaches which go above and beyond traditional transportation demand strategies. Key objectives were for the MSRC funding to act as seed money, for projects to achieve a transformative outcome, for strategies to be replicable within the South Coast region, and for process and results to be well documented. By the closing date of August 5, 2022, 19 responses were received.

The majority of project concepts received fell into the following categories: electric vehicle purchase, electric vehicle charging infrastructure, bicycle infrastructure, and micro-transit. The submittals were thoroughly evaluated on their merits, including but not limited to development status and co-funding contribution level.

The MSRC-TAC recommended that the MSRC pursue development and release of an RFP for micro-transit projects. This was due to innovative shared mobility features and a high level of interest, but none of the project concepts being sufficiently unique to justify a sole source award. The MSRC-TAC further recommended that the MSRC request a full proposal from the City of South Pasadena to transition their police vehicles to zero emission, with a not-to-exceed MSRC funding amount of \$500,000. Historically, the transition of emergency response vehicles has been elusive. This project shows high potential for replicability within the South Coast region. The MSRC approved the development of the micro-transit RFP and the request of a full proposal from the City of South Pasadena.

Contract Modification Requests

The MSRC considered four contract modification requests and took the following actions:

1. City of Rancho Cucamonga (Contract #ML18051), to procure six light-duty ZEVs and install electric vehicle charging infrastructure, approval of an 18-month no-cost term extension;
2. City of Grand Terrace (Contract #ML18030), to install electric vehicle charging infrastructure, approval of reduced contract scope;
3. City of Glendale (Contract #ML18059), to install electric vehicle charging infrastructure, approval of an 18-month no-cost term extension; and
4. Southern California Association of Governments (Contract #MS21005), to implement Last Mile Freight Program, approval to reallocate \$1,115,976 to augment the Sysco project and approval to reserve \$1,115,976 without immediate assignment to a specific project, contingent upon the receipt of an additional reallocation request no later than February 17, 2023.

Contracts Administrator's Report

The MSRC AB 2766 Contracts Administrator's report provides a written status report on all open contracts from FY 2008-09 to the present.

COMMITTEE MEMBERSHIP

San Bernardino County Transportation Authority (SBCTA)
Representatives on SCAG Committees

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:15 p.m.)	POLICY COMMITTEES (Regional Council Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa) District 7 (San Bernardino, Highland) District 8 (Rialto, Fontana) District 9 (Rancho Cucamonga, Upland, Montclair) District 10 (Chino, Chino Hills, Ontario) District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley) District 65 (Adelanto, Apple Valley, Hesperia, Victorville) San Bernardino County † Community of Concern Appointee	F. Navarro L. McCallon D. Robertson L. Michael R. Marquez R. Putz L. Becerra C. Hagman G. Reyes	G. Reyes	D. Robertson R. Putz	F. Navarro L. McCallon L. Michael R. Marquez L. Becerra C. Hagman
†† San Bernardino County Transportation Authority Appointee	A. Wapner			A. Wapner
SBCTA Subregional Appointees* *One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SBCTA has a total of seven subregional appointees to the policy committees. Terms of appointment expire December 31 of odd-numbered years.		David Avila Ed Paget Acquanetta Warren	Cynthia Moran John Valdivia Rick Denison	John Dutrey

Rules of Appointment

1) SBCTA policy stipulates that all SBCTA appointees be SBCTA Board Members. 2) SCAG President appoints Regional Council members to Standing and Policy Committees.

Terms of Appointment

Terms of appointment are two years, commencing on adjournment of the annual General Assembly in May of each year. Even-numbered District representatives' terms expire in even-numbered years; odd-numbered District representatives expire in odd-numbered years. † Community of Concern appointee, appointed by the County Regional Council representative for a two-year term. †† SBCTA Regional Council Representative serves a two-year term from the date of appointment.

Stipend Summary

SCAG Regional Council members receive a \$120 stipend for attendance and travel to SCAG sponsored meetings. Regional Council members may also receive reimbursement for public transit expenses or a mileage reimbursement. Parking is validated at SCAG's downtown Los Angeles office for RC members. RC members are eligible to receive up to six (6) per diem stipends per month. Both RC members and Subregional Appointees, if eligible, may receive reimbursement (\$150 + taxes) for lodging (please review SCAG rules before making expenditure). Subregional Appointees shall receive a \$120 stipend for up to four Policy or Task Force meetings per month.

Meeting Information

The regular meetings of SCAG Regional Council and Policy Committees are on the 1st Thursday of each month at the SCAG offices located at 900 Wilshire Blvd., Ste. 700, Los Angeles. Generally, the Policy Committee meetings start at 10 AM and Regional Council meetings start at 12:15 PM.

Policy Committees

Community, Economic, and Human Development: Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

Energy and Environment: Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation. Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation.

Transportation: Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

Communication: Representatives on SCAG Committee (Committee Membership)

Appointments to External Agencies

The San Bernardino County Transportation Authority (SBCTA) and San Bernardino Council of Governments (SBCOG) work closely with not only the County and cities within the County of San Bernardino, but with a number of regional governments that relate to the multiple counties within the Southern California region. Members of the SBCTA Board of Directors frequently take active roles in representing the interests of San Bernardino County on these regional bodies. This participation provides assurance that the unique needs and characteristics of San Bernardino County are taken into consideration as policies are developed which impact this County and its individual local government units. Active participation in regional organizations further promotes the interests of San Bernardino County and secures its appropriate role in the Southern California region.

The following table lists some of the regional bodies upon which SBCTA and SBCOG representatives serve.

Committee	Appointee	Appointing Authority	Purpose	Term
California Association of Councils of Governments	Alan Wapner, Ontario	President	CALCOG facilitates communication and information sharing among its members. Most members of CALCOG are Councils of Governments (COGs), while some are transportation commissions and others are the large Metropolitan Planning Organizations like SCAG and SANDAG. CALCOG is governed by a Board of Directors comprised of a representative from each member's Board of Directors.	12/31/22
Gold Line Phase II Joint Powers Authority	John Dutrey, Montclair, Primary Ray Marquez, Chino Hills, Alternate	Board of Directors	The Gold Line Phase II Construction Authority is a Joint Powers Authority (JPA) formed by 14 cities along the corridor and SBCTA. The JPA serves as a forum for the review, consideration, study, development and recommendation of policies and plans for the extension of the Gold Line from Pasadena to Montclair. Members receive \$100 payment from Gold Line Authority for participation.	12/31/23 12/31/22
Inland Empire Economic Partnership (IEEP)	Dennis Michael, Rancho Cucamonga	President	The IEEP is a partnership that includes business, government and academic leaders to develop and carry out initiatives to benefit the region.	
Inland Regional Energy Network (I-REN) Program Executive Committee	Curt Hagman, County Supervisor Deborah Robertson, Rialto Art Bishop, Apple Valley	President	The I-REN Executive Committee consists of three representative votes from SANBAG, WRCOG, and CVAG. The committee will meet quarterly and make executive decisions regarding the overall program. Stipends for the Executive Committee are not an allowable expense under the CPUC rules.	12/31/24 12/31/24 12/31/24
Metro Gold Line Foothill Extension Construction Authority	Alan Wapner, Ontario, Primary John Dutrey, Montclair, Alternate	President	The Authority is responsible for the development of a light rail project from the City of Los Angeles into San Bernardino County. The Authority board meets on the second and fourth Wednesday of the month at 7:00 p.m. at the Authority's office in Monrovia. Members receive \$150 for each day spent on Authority business, not to exceed \$600 per month.	12/31/22 12/31/22
Mobile Source Air Pollution Reduction Review Committee	Larry McCallon, Highland, Primary John Valdivia, San Bernardino, Alternate	Board of Directors	Develops and implements work programs which reduce mobile source emissions, funded by AB2766 (portion of the \$4 motor vehicle registration fee). County Commissions, SCAQMD, and ARB have one appointment with alternates. In April 2005, SBCTA authorized a stipend of \$100 per day. The MSRC meets on the third Thursday of the month at 2:00 p.m. at South Coast Air Quality Management District in Diamond Bar.	12/31/22 12/31/22

Communication: Appointments to External Agencies (Committee Membership)

Appointments to External Agencies

Committee	Appointee	Appointing Authority	Purpose	Term
One Water One Watershed (OWOW) Steering Committee of the Santa Ana Watershed Project Authority	Deborah Robertson, Rialto	Board of Directors	<p>Responsible for developing the integrated Regional Water Management Plan for the Santa Ana River.</p> <p>The term of the appointment is for four years for a city representative from San Bernardino County.</p> <p>Officers leaving elected office after appointment are still eligible to serve. Beginning January 2016, the OWOW meets on the 4th Thursday of every other month at 11:00 a.m. at the Santa Ana Watershed Project Authority (SAWPA). Members of the Steering Committee do not receive a stipend.</p>	12/31/22
SCAG Policy Committees	See associated table.	The Board has authorized the President to make appointments to SCAG Policy Committees.	SBCTA also has authority to appoint up to seven appointees to the three SCAG Policy Committees: i.e., Community Economic and Human Development, Energy and Environment, and Transportation. SCAG pays appointees to policy committees a stipend of \$120 per meeting.	See associated table – Representatives on SCAG Committees
Southern California Regional Rail Authority	Alan Wapner, Ontario, Primary Larry McCallon, Highland, Primary Ray Marquez, Chino Hills, Alternate John Dutrey, Montclair, Alternate	Board of Directors (Recommendation made by the Transit Committee)	<p>SCRRA serves as the governing body for Metrolink, the regional commuter rail system serving the five Southern California Counties.</p> <p>Members receive payment of \$100 per day from SCRRA for participation.</p>	Indefinite
SR 91 Advisory Committee	Ray Marquez, Chino Hills, Ex-Officio Member	Board of Directors	<p>The Committee reviews issues and makes recommendations to OCTA regarding the transportation facilities acquired, including tolls imposed, operations, maintenance, use of toll revenues, and improvements in the area of SR 91 between I-15 and SR 55, including the identification and siting of alternate highways.</p> <p>SBCTA has not authorized payment of stipend for participation.</p>	12/31/22
The Sam and Alfreda L. Maloof Foundation for Arts and Crafts	Janice Rutherford, Supervisor	Board of Directors	A non-profit corporation that participates in the preparation of the Conservation Plan and oversees the activities and assets of the Foundation. A payment of stipend for participation has not been authorized.	12/31/23

Communication: Appointments to External Agencies (Committee Membership)

San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
General Policy Committee Membership consists of the following: SBCTA President, Vice President, and Immediate Past President 4 East Valley (3 City, 1 County) 4 West Valley (3 City, 1 County) 4 Mt/Desert (3 City, 1 County) City members shall be SBCTA Board Members elected by caucus of city SBCTA Board Members within the subarea. Policy Committee and Board Study Session Chairs are members of this policy committee. All City members serving as Board officers, Committee chairs, or Board Study Session Chair, are counted toward their subareas City membership. Supervisors collectively select their representatives. The SBCTA Vice President shall serve as Chair of the General Policy Committee.	Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight. Committee has authority to approve contracts in excess of \$25,000 with notification to the Board of Directors. (Brown Act)	<u>West Valley</u> Ray Marquez, Chino Hills (Chair TC) Acquanetta Warren, Fontana Alan Wapner, Ontario Curt Hagman, Supervisor (Past President) <u>East Valley</u> Frank Navarro, Colton Darcy McNaboe, Grand Terrace Larry McCallon, Highland Joe Baca, Jr., Supervisor <u>Mountain/Desert</u> Art Bishop, Apple Valley (Vice Chair/President/MDC Chair) Edward Paget, Needles Debra Jones, Victorville Dawn Rowe, Supervisor (Chair/Vice President/MVSS Chair) Should the chairs of each Committee and the Officers all be from the East Valley, West Valley or Mountain/Desert, additional members may be added to maintain geographical balance. Additional Board Members may be appointed annually at the discretion of the Board President.	6/30/2023 6/30/2023 6/30/2023 6/30/2023 6/30/2023 6/30/2023 6/30/2023 6/30/2023 6/30/2023 6/30/2023 6/30/2023 6/30/2023 Indeterminate (6/30/2022)
Transit Committee Membership consists of 12 SBCTA Board Members: 10 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members, and 2 Mountain/Desert Board Members. SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SBCTA Board. Other members are appointed by the SBCTA President for 2-year terms.	Provides policy guidance and recommendations to the SBCTA Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service. * SCRRA Primary Member ** SCRRA Alternate Member (Brown Act)	Ray Marquez, Chino Hills** (Chair) David Avila, Yucaipa (Vice Chair) Frank Navarro, Colton Acquanetta Warren, Fontana Larry McCallon, Highland* John Dutrey, Montclair** Alan Wapner, Ontario* L. Dennis Michael, Rancho Cucamonga Deborah Robertson, Rialto John Valdivia, San Bernardino Rick Denison, Yucca Valley Dawn Rowe, Supervisor	Indeterminate (6/30/2022) 12/31/2022 (6/30/2023) 12/31/2023 12/31/2023 Indeterminate Indeterminate Indeterminate 12/31/2023 12/31/2022 12/31/2022 12/31/2022 12/31/2022

Communication : Committee Membership (Committee Membership)

San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Mountain/Desert Committee Membership consists of 11 SBCTA Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, and Third Districts.	Provides ongoing policy level oversight related to the full array of SBCTA responsibilities as they pertain specifically to the Mountain/Desert subregion. The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan. (Brown Act)	Art Bishop, Apple Valley (Chair) Paul Cook, Supervisor (Vice Chair) Daniel Ramos, Adelanto Paul Courtney, Barstow Rick Herrick, Big Bear Lake Rebekah Swanson, Hesperia Edward Paget, Needles Joel Klink, Twentynine Palms Debra Jones, Victorville Rick Denison, Yucca Valley Dawn Rowe, Supervisor	Indeterminate (6/30/20 Indeterminate (6/30/20 Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate
Legislative Policy Committee Membership consists of the following: President, Vice-President, Immediate Past President and four Board members appointed by the Board President. - 1 East Valley member - 1 West Valley member - 1 Mountain/Desert member - 1 County member Members shall serve for the duration of the State and Federal two-year legislative session in which they were appointed, with terms expiring December 31 of even-numbered years. The SBCTA Board President shall serve as Chair of the Legislative Policy Committee.	Provide guidance and recommendations to the Board of Directors regarding issues and actions relating to the executive, legislative or judicial branches of the State and Federal government, or any other local governing body. Review and provide input on drafting of State and Federal legislative platform, which will serve as guiding principles to support or oppose State and Federal legislation and regulations. (Brown Act)	Art Bishop, Town of Apple Valley (President) Dawn Rowe, Supervisor (Vice President) Curt Hagman, Supervisor (Past President) Larry McCallon, Highland Alan Wapner, Ontario Rick Denison, Yucca Valley Janice Rutherford, Supervisor	Indeterminate Indeterminate Indeterminate 12/31/2022 12/31/2022 12/31/2022 12/31/2022

Policy Committee Meeting Times

General Policy Committee	Second Wednesday, 9:00 a.m., SBCTA Office
Legislative Policy Committee	Second Wednesday, 9:30 a.m., SBCTA Office
Transit Committee	Second Thursday, 9:00 a.m., SBCTA Office
Mountain/Desert Committee	Third Friday, 9:30 a.m., Victorville, CA

Board of Directors Study Sessions for Metro Valley Issues

STUDY SESSION	PURPOSE	MEMBERSHIP	TERMS
Board of Directors Study Sessions for Metro Valley Issues Refer to SBCTA Policy 10007.	To review, discuss, and make recommendations for actions to be taken at regular meetings of the Board on issues relating to Measure I Projects in the Valley. (Brown Act)	Board of Directors Dawn Rowe, Supervisor (Chair) John Valdivia, San Bernardino (Vice Chair)	6/30/2023 6/30/2023

Meeting Time: Second Thursday, 9:30 a.m., SBCTA Office

I-10 and I-15 Corridor Joint Sub-Committee

Joint Sub-Committee	PURPOSE	MEMBERSHIP	TERMS
I-10 and I-15 Corridor Joint Sub-Committee of the Board of Directors Metro Valley Study Session and the Mountain/Desert Policy Committee Members of the committee will be members of the SBCTA Board of Directors and will be appointed by the SBCTA Board President. The President will appoint the Chair and Vice-Chair of the Sub-Committee. The Sub-Committee will include a minimum of nine and a maximum of fourteen SBCTA Board members. Membership will be composed of a minimum of three representatives from the East Valley; and a minimum of two representatives from the Victor Valley. The Sub-Committee will meet as necessary immediately following the Metro Valley Study Session.	The purpose is to consider and make recommendations to the Board of Directors on the development of express lanes in San Bernardino County, in particular on the I-10 and I-15 Corridors. (Brown Act)	Alan Wapner, Ontario (Chair) Art Bishop, Town of Apple Valley (Vice Chair) Joe Baca Jr., Supervisor Paul Cook, Supervisor Larry McCallon, Highland L. Dennis Michael, Rancho Cucamonga Frank Navarro, Colton Deborah Robertson, Rialto Acquanetta Warren, Fontana	12/31/2022 12/31/2022 12/31/2022 12/31/2022 12/31/2022 12/31/2022 12/31/2022 12/31/2022

Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Public and Specialized Transportation Advisory and Coordinating Council (PASTACC) Membership consists of 11 members appointed by the SBCTA Executive Director. 5 representing Public Transit Providers 1 representing County Dept. of Public Works 2 representing the Consolidated Transportation Services Agency - Omnitrans and VVTA also represent CTSA for the Valley and High Desert respectively. 5 At Large Members representing Social Service Providers	Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC’s statutory responsibilities; (1) Review and make recommendations on annual Unmet Transit Needs hearing findings (2) Score and make recommendations for Federal Transit Administration Section 5310 Capital Grant Program applications (3) Assist SBCTA in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan (4) Review call for projects for Federal Transit Administration Section 5310 grant applications (5) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit (6) Monitor and disseminate information in reference to State level law and recommendations as they relate to transit and specialized transit (7) Receive annual reports on funded specialized programs funded through FTA Section 5310 and Measure I (8) Identify regional or county level areas of unmet needs (9) Address special grant or funding opportunities (10) Address any special issues of PASTACC voting and non-voting members (Brown Act)	Standing Membership – Morongo Basin Transit Authority Mountain Transit City of Needles Transit Services Omnitrans Victor Valley Transit Authority County of San Bernardino Dept. of Public Works At Large Membership – San Bernardino Dept. of Aging and Adult Services Foothill Aids OPARC Reach Out Morongo Basin Loma Linda University Health	On-going On-going On-going On-going On-going On-going 5/31/2024 9/30/2023 9/30/2023 6/30/2025 5/31/2024

Meeting Dates and Time: Bi monthly, beginning in January, 2nd Tuesday of the month, 10:00 a.m., (Location rotates: SBCTA Office, VVTA, MBTA)

Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan</p> <p>The ITOC shall provide citizen review to ensure that all Measure I funds are spent by the San Bernardino County Transportation Authority (hereby referred to as the Authority) in accordance with provision of the Expenditure Plan and Ordinance No. 04-01. The ordinance specifies that each member of the ITOC have certain credentials or experience as follows:</p> <p>A. One member who is a professional in the field of municipal audit, finance and/or budgeting with a minimum of five years in a relevant and senior decision-making position in the public or private sector.</p> <p>B. One member who is a licensed civil engineer or trained transportation planner with at least five years of demonstrated experience in the fields of transportation and/or urban design in government and/or the private sector. No member shall be a recipient or sub-recipient of Measure “I” funding.</p> <p>C. One member who is a current or retired manager of a major publicly financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements.</p> <p>D. One member who is current or retired manager of a major privately financed development or construction project, who by training and experience would understand the complexity, costs and implementation issues in building large scale transportation improvements.</p> <p>E. One public member, who possesses the knowledge and skills which will be helpful to the work of the ITOC.</p> <p>In addition to the appointed members, the SBCTA President and Executive Director will serve as ex-officio members.</p>	<p>The ITOC shall review the annual audits of the Authority; report findings based on the audits to the Authority; and recommend any additional audits for consideration which the ITOC believes may improve the financial operation and integrity of program implementation.</p> <p>The Authority shall hold a publicly noticed meeting, which may or may not be included on the agenda of a regularly scheduled Board meeting, with the participation of the ITOC to consider the findings and recommendations of the audits.</p> <p>(Brown Act)</p>	<p>Cole Jackson (A) Gerry Newcombe (B) Wayne Hendrix (C) Rick Gomez (D) Mike Layne (E) Art Bishop, Ex-Officio Ray Wolfe, Ex-Officio</p>	<p>10/31/24 12/31/24 12/31/22 12/31/22 12/31/22</p>

SBCTA Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
<p>Emerging Technology Ad Hoc Committee</p> <p>On October 6, 2021, the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President.</p>	<p>To look broadly at Transportation Technology. This ad hoc has a term ending December 31, 2022.</p>	<p>Art Bishop, Apple Valley Frank Navarro, Colton Acquanetta Warren, Fontana Carlos A. Garcia, Upland John Dutrey, Montclair L. Dennis Michael, Rancho Cucamonga David Avila, Yucaipa Curt Hagman, Supervisor</p>

Communication: Committee Membership (Committee Membership)

Measure I (3) Ad Hoc Committee On June 29, 2022 the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President.	To look at future Measure options and make recommendations relating to any future local measure. This ad hoc has a term end date of December 31, 2023.	Art Bishop, Apple Valley Larry McCallon, Highland Alan Wapner, Ontario L. Dennis Michael, Rancho Cucamonga Joel Klink, Twentynine Palms Debra Jones, Victorville David Avila, Yucaipa
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SBCTA Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
Transportation Technical Advisory Committee (TTAC) Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Administrative Officer.	SBCTA's Transportation Technical Advisory Committee was formed by SBCTA management to provide input to SBCTA staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SBCTA Board of Directors. The TTAC is not a Brown Act committee.	Generally meets on the first Monday of each month at 1:30 PM, at SBCTA.
City/County Manager's Technical Advisory Committee (CCM TAC) The committee is composed of up to two representatives of the County Administrator's Office and the city manager or administrator from each city and town in the County.	SBCTA's City/County Manager's Technical Advisory Committee was established in the Joint Powers Authority that established San Bernardino Associated Governments (SANBAG). The primary role of the committee is to provide a forum for the chief executives of SANBAG's member agencies to become informed about and discuss issues facing SANBAG/SBCTA. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns. The CCM TAC is a Brown Act Committee.	Meets on the first Thursday of each month at 10:00 AM, at SBCTA.
Planning and Development Technical Forum (PDTF) Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Chief Executive Officer.	The SBCTA Planning and Development Technical Forum was formed by SBCTA management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multijurisdictional importance. The PDTF is not a Brown Act Committee.	Meets the 4th Wednesday of each month at 2:00 p.m. at the Santa Fe Depot (in the SCAG Office).
Project Development Teams	Project Development Teams (PDTs) are assembled for all major project development activities by SBCTA staff. Teams are generally composed of technical representatives from SBCTA, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project. PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions. PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development. The PDTs are not Brown Act Committees.	Varies with the PDT.

Communication: Committee Membership (Committee Membership)



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